

THIS INSTRUMENT PREPARED BY
AND AFTER RECORDING RETURN TO:
Right-of-Way department/Amy Powell
Florida Gas Transmission Company
2301 Lucien Way, Suite 200
Maitland, Florida 32751

Project No.: 22-056
Tract No: FLBLF-ALAC-089

ASSIGNMENT AND ASSUMPTION OF ENCROACHMENT AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION OF ENCROACHMENT AGREEMENT (this “Assignment”) is made this _____ day of _____ 2024 (the “Effective Date”) by NORTH FLORIDA REGIONAL MEDICAL CENTER, INC., a Florida corporation, whose mailing address is One Park Plaza, Nashville, TN 37203 (“Assignor”), and ALACHUA COUNTY, a charter county and political subdivision of the state of Florida, whose mailing address is P.O. Box 2877, Gainesville, FL 32602-2877 (“Assignee”); and joined by FLORIDA GAS TRANSMISSION COMPANY, LLC, a Delaware limited liability company, whose mailing address is 1300 Main Street, Houston, Texas 77002 (“FGT”).

BACKGROUND

WHEREAS, Assignor is “Owner” under that certain Encroachment Agreement dated November 28, 2022 and recorded February 8, 2023 at Official Records Book 5069, Page 927, Public Records of Alachua County, Florida, as modified by that certain Amendment Of Encroachment Agreement dated July 27, 2023 and recorded July 31, 2023 at Official Records Book 5109, Page 1538, Public Records of Alachua County, Florida, by and between Assignor, as Owner, and FGT (collectively, the “Agreement”); and

WHEREAS, the Agreement addresses four (4) encroachments to be constructed by Owner through and upon FGT’s fifty-foot (50’) wide “Easement Area” located in and on the “Owned Premises” (as those terms are defined in the Agreement): (a) an eight-inch (8”) sanitary sewer main; (b) a twenty-four inch (24”) storm drain; (c) an asphalt road (the “Road Encroachment”); and (d) a twelve inch (12”) DIP water line; and

WHEREAS, Assignor desires to convey to Assignee a portion of the Owned Premises, which portion is more particularly described as follows (the “Property”):

See **Exhibit “A”** attached hereto and incorporated by reference.

WHEREAS, a portion of the Road Encroachment is located on the Property; and

WHEREAS, this Assignment is limited to and solely and exclusively addresses and references the portion of the Road Encroachment located on the Property. As used herein, the term “Road Encroachment” shall mean only that part of the roadway located on the Property; and

WHEREAS, Assignee will use the Property to locate, operate, and maintain the Road Encroachment as a public roadway known as SW 41st Boulevard and for drainage purposes; and

WHEREAS, except as modified in this Assignment, Assignor desires to sell, transfer, and assign to Assignee all of Assignor’s right, title, interest, and obligations as “Owner” under the Agreement concerning the Road Encroachment; and

WHEREAS, except as modified in this Assignment, Assignee agrees to assume all of Assignor’s right, title, interest and obligations as “Owner” under the Agreement concerning the Road Encroachment and the Property; and

WHEREAS, FGT, by executing below, consents to this Assignment and the modifications to the Agreement as stated herein.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor and Assignee agree as follows:

1. **RECITALS; EFFECT OF THIS ASSIGNMENT.** The foregoing background recitals are true and correct, and same are incorporated herein by this reference. To the extent the terms and conditions of this Assignment conflict with the terms and conditions of the Agreement, the terms and conditions of this Assignment will control.

2. **ASSIGNMENT AND ASSUMPTION.** Assignor does hereby grant, bargain, sell, convey, transfer, and assign to Assignee, its successors and permitted assigns, the Agreement and all of the right, title and interest of Assignor concerning the Road Encroachment and the Property, to have and to hold the same unto Assignee (as the “Owner” thereunder), its successors and permitted assigns forever. For the Road Encroachment and the Property, Assignee does hereby assume all of the right, title, interest and obligations of Assignor as the “Owner” under the Agreement and agrees to be bound by the terms and provisions of the Agreement, except as modified by this Assignment.

3. **MODIFICATION OF THE AGREEMENT.** As to the Road Encroachment and the Property, the following paragraphs in the Agreement are modified as follows:

a. **Paragraph 1(A).** Assignee does not assume and expressly disclaims and avoids all of the terms, covenants, and conditions of this paragraph. All Owner performance and liability arising under this paragraph shall continue solely as Assignor’s obligation, which obligations Assignor hereby ratifies and confirms by its execution of this Assignment.

b. **Paragraph 2.** FGT and Assignor acknowledge and agree construction of the Road Encroachment is completed and satisfies the plans and specifications set out in the Agreement. Except for the repair, maintenance, and replacement of the Road Encroachment arising out of the public use of the Road Encroachment, Assignee does not assume and expressly disclaims and avoids all of the terms, covenants, and conditions of this paragraph, and all Owner performance and liability arising under this paragraph shall continue solely as Assignor's obligation, which obligations Assignor hereby ratifies and confirms by its execution of this Assignment.

c. **Paragraph 3.** Assignee does not assume and expressly disclaims and avoids all of the terms, covenants, and conditions of this paragraph. All Owner performance and liability arising under this paragraph shall continue solely as Assignor's obligation, which obligations Assignor hereby ratifies and confirms by its execution of this Assignment.

d. **Paragraph 5.** Assignee does not assume and expressly disclaims and avoids all of the terms, covenants, and conditions of this paragraph. All Owner performance and liability arising under this paragraph shall continue solely as Assignor's obligation, which obligations Assignor hereby ratifies and confirms by its execution of this Assignment.

4. **INCORPORATION OF EASEMENTS.** The Agreement is modified to reference and include that certain Easement Grant by John Thomas Brown, Jr. and Ellen W. Brown dated December 13, 1958 and recorded December 30, 1958 at Official Records Book 37, Page 479, Public Records of Alachua County, Florida, as amended by the certain Amendment of Easements dated April 9, 2018 recorded April 9, 2018 at Official Records Book 4588, Page 1724, Public Records of Alachua County, Florida (the "**Brown Easement**"). The Brown Easement is hereby incorporated in the Agreement and this Assignment to the same extent the Agreement references and incorporates that certain Easement Grant by R.H. Reddick and Telie E. Reddick dated December 13, 1958 and recorded December 30, 1958 at Official Records Book 37, Page 481, Public Records of Alachua County, Florida as amended by the certain Amendment of Easements dated April 9, 2018 and recorded April 9, 2018 at Official Records Book 4588, Page 1724, Public Records of Alachua County, Florida.

5. **EFFECT OF AMENDMENT.** Except as specifically modified by this Assignment, all of the remaining terms, covenants, and conditions in the Agreement shall remain otherwise unmodified and in full force and effect.

6. **INDEMNIFICATION; SOVEREIGN IMMUNITY.**

a. **Assignor Indemnity.** Assignor shall indemnify, defend, and hold harmless Assignee and its related entities and officers, employees, agents, and consultants against any and all actions, claims, losses, damages, liabilities, costs, and expenses of any kind or nature whatsoever (including without limitation reasonable attorneys' fees, paraprofessional fees, costs and expenses at all levels, including all appeals) relating to or that arise out of (i) the breach of the Agreement by Assignor occurring on or prior to the

Effective Date of this Assignment; and (ii) the intentional acts or negligence of Assignor, or the licensees, agents, guests, or invitees of Assignor relating to this Assignment and the Agreement.

b. **Assignee Sovereign Immunity.** No term, covenant, or provision of this Assignment or the Agreement shall be construed as a waiver of Assignee's sovereign immunity, the limits of liability, or other provisions of §768.28, Florida Statutes. Any claims against Assignee must comply with the procedures found in §768.28, Florida Statutes.

7. **FGT ACKNOWLEDGEMENT AND CONSENT.** FGT acknowledges and consents to this Assignment and the modification of the Agreement as stated herein.

8. **BINDING EFFECT.** This Agreement shall be binding upon and inure to the benefit of Assignor, Assignee, FGT, and their respective successors and permitted assigns.

9. **NOTICE AND CURE; DEFAULT.** In the event of a default under the terms of this Assignment as between Assignor and Assignee, the non-defaulting party shall give the defaulting party notice of such default, specifying in reasonable detail the nature of such default and the defaulting party shall have thirty (30) days from the date notice of default is given to cure the default. If the defaulting party cures the default within the 30-day period, it shall not incur any liability to the other party for the default. Each party shall reasonably cooperate with the any and all attempts by the other to cure any default within the cure period.

In the event the defaulting party fails to cure the default following notice, the non-defaulting party may bring an appropriate action at law or in equity to remedy the default; however, Assignor and Assignee specifically waives, disclaims, and avoids any claim, cause of action, remedy, or defense which would limit, void, negate, or terminate the Agreement, this Assignment, or the Road Encroachment.

As between Assignor or Assignee and FGT the terms of Paragraph 9 of the Agreement shall control.

10. **EFFECTIVE DATE.** This instrument is effective as of the Effective Date but is executed by Assignor, Assignee, and FGT as of the date shown under their respective signature lines.

11. **MISCELLANEOUS.** The prevailing party in any litigation, arbitration or mediation relating to this instrument shall recover its reasonable attorney's fees from the other party for all matters, including, but not limited to, appeals. Proper venue for any litigation arising out of this instrument will be in Alachua County, Florida and nowhere else.

[signature pages follow]

IN WITNESS WHEREOF, this instrument is effective as of the Effective Date but is executed by Assignor, Assignee, and FGT as of the date shown under their respective signature line.

Signed, sealed and delivered
in our presence as witnesses:

“ASSIGNOR”

NORTH FLORIDA REGIONAL
MEDICAL CENTER, INC.
a Florida corporation

Witness
Print: _____
Address: _____

By: _____
TODD MAXWELL
as its Vice President

Witness
Print: _____
Address: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization on _____, by TODD MAXWELL, as Vice President of NORTH FLORIDA REGIONAL MEDICAL CENTER, INC., a Florida corporation, on behalf of said company. Said person is personally known to me or produced _____ as identification.

(SEAL)

Notary Public - State of _____
Print: _____

Signed, sealed and delivered
in our presence as witnesses:

“FGT”

FLORIDA GAS TRANSMISSION
COMPANY, LLC,
a Delaware limited liability company

Witness
Print: _____
Address: _____

By: _____
DAVID SHELLHOUSE
Vice President - Operations

Witness
Print: _____
Address: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence
or online notarization on _____, by DAVID SHELLHOUSE, as Vice
President - Operations of FLORIDA GAS TRANSMISSION COMPANY, LLC, a Delaware limited
liability company, on behalf of said company. Said person is personally known to me or
produced _____ as identification.

(SEAL)

Notary Public - State of Florida
Print: _____

EXECUTED this _____ day of _____, by the Chair of the Board of County Commissioners of and for Alachua County, a charter county and political subdivision of the State of Florida, acting within her signature authority as granted by the Board of County Commissioners.

“ASSIGNEE”

ALACHUA COUNTY
A political subdivision
of the state of Florida

By: _____
MARY ALFORD, Chair
Board of County Commissioners

Date: _____

ATTEST:

APPROVED AS TO FORM:

By: _____
J.K. “JESS” IRBY, ESQ.
Clerk of Court

By: _____
Alachua County, County Attorney

SFPA 23-0300.7
v 02.23.24

EXHIBIT "A" – Property Legal Description

[to be confirmed]

A PARCEL OF LAND SITUATED IN PORTIONS OF SECTIONS 14 AND 23, TOWNSHIP 10 SOUTH, RANGE 19 EAST, ALACHUA COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE EAST RIGHT-OF-WAY LINE OF SOUTHWEST 44TH STREET (ALSO KNOWN AS RICE ROAD) (40 FOOT WIDE RIGHT-OF-WAY), AS SHOWN ON RICELANDS SUBDIVISION, RECORDED IN PLAT BOOK D, PAGE 74, PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA, AND THE SOUTH RIGHT-OF-WAY LINE OF ECIR AVENUE (RIGHT-OF-WAY WIDTH VARIES), AS SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP SECTIONS 26260 AND 26090, MARKED BY A 5/8" IRON ROD AND CAP (CHP LB7143); THENCE, ALONG THE NORTHERLY PROJECTION OF SAID EAST RIGHT-OF-WAY LINE OF SOUTHWEST 44TH STREET, NORTH 2°08'35" WEST, 106.90 FEET, TO THE SOUTH RIGHT-OF-WAY LINE OF STATE ROAD 24 (ALSO KNOWN AS ARCHER ROAD) (RIGHT-OF-WAY WIDTH VARIES), AS SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP SECTIONS 26260 AND 26090; THENCE, ALONG SAID SOUTH RIGHT-OF-WAY LINE OF STATE ROAD 24, NORTH 57°57'04" EAST, 468.72 FEET; THENCE, CONTINUE ALONG SAID SOUTH RIGHT-OF-WAY LINE OF STATE ROAD 24, SOUTH 32°02'56" EAST, 12.00 FEET, TO THE INTERSECTION OF THE SOUTHWEST 41ST BOULEVARD AND STATE ROAD 24, AS SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP SECTIONS 26260 AND 26090; THENCE, DEPARTING SAID SOUTHERLY RIGHT-OF-WAY OF STATE ROAD 24 AND THE NORTHWESTERLY RIGHT-OF-WAY OF SOUTHWEST 41ST BOULEVARD, ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SOUTHWEST 41ST BOULEVARD THE FOLLOWING TWO (2) COURSES AND DISTANCES: SOUTH 32°02'56" EAST, 28.40 FEET, TO A POINT ON A NON-TANGENT CURVE; ALONG SAID CURVE TO THE LEFT, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 116.62 FEET, A DELTA ANGLE OF 30°44'45" AND AN ARC LENGTH OF 62.58 FEET (CHORD: SOUTH 49°00'16" EAST, 61.83'), TO A POINT SITUATE ON A NON-TANGENT CURVE, ALSO BEING THE **POINT OF BEGINNING**; THENCE, CONTINUE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF SOUTHWEST 41ST BOULEVARD THE FOLLOWING FIVE (5) COURSES AND DISTANCES: ALONG SAID CURVE TO THE LEFT, CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 111.68 FEET, A DELTA ANGLE OF 95°24'33" AND AN ARC LENGTH OF 185.97 FEET (CHORD: NORTH 68°39'05" EAST, 165.21'), TO A POINT SITUATE ON A NON-TANGENT CURVE; ALONG SAID NON-TANGENT CURVE TO THE RIGHT, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 260.02 FEET, A DELTA ANGLE OF 47°04'13" AND AN ARC LENGTH OF 213.62 FEET (CHORD: NORTH 45°51'28" EAST, 207.66'), TO A NON-TANGENT LINE; NORTH 69°23'33" EAST, 142.10 FEET, TO A POINT SITUATE ON A NON-TANGENT CURVE; ALONG SAID NON-TANGENT CURVE TO THE RIGHT, CONCAVE TO THE SOUTH, HAVING A RADIUS OF 219.96 FEET, A DELTA ANGLE OF 62°41'28" AND AN ARC LENGTH OF 240.68 FEET (CHORD: SOUTH 79°18'06" EAST, 228.85'), TO A NON-TANGENT LINE; SOUTH 47°57'27" EAST, 359.31 FEET; THENCE, DEPARTING SAID SOUTHERLY RIGHT-OF-WAY LINE OF SOUTHWEST 41ST BOULEVARD, NORTH 48°27'09" WEST, 30.13 FEET, TO A POINT SITUATE ON A NON-TANGENT CURVE; THENCE, ALONG SAID CURVE TO THE LEFT, CONCAVE TO THE SOUTH, HAVING A RADIUS OF 410.00 FEET, A DELTA ANGLE OF 83°08'45" AND AN ARC LENGTH OF 594.98 FEET (CHORD: NORTH 89°37'20" WEST, 544.13'), TO A POINT SITUATE ON A NON-TANGENT CURVE; THENCE, ALONG SAID CURVE TO THE RIGHT, CONCAVE TO THE NORTH, HAVING A RADIUS OF 270.00 FEET, A DELTA ANGLE OF 83°54'03" AND AN ARC LENGTH OF 395.37 FEET (CHORD: NORTH 89°14'41" WEST, 360.98'), TO THE **POINT OF BEGINNING**.