

ITEM #6

**ADDITIONAL MATERIAL
REGULAR MEETING**

OCTOBER 11, 2022

**SUBMITTED AT THE REQUEST OF
PUBLIC WORKS DEPARTMENT**



Public Works Department

SOLID WASTE AND RECYCLING SERVICES

1 N. University Drive, Suite 400 • Plantation, Florida 33324 • 954-765-4999 • FAX 954-577-2391

MEMORANDUM

DATE: October 7, 2022

TO: Mayor and Board of County Commissioners

THRU: Trevor M.A. Fisher, P.E., MBA, Director
Public Works Department

FROM: Notosha Austin, Assistant Director
Solid Waste and Recycling Services

RE: Additional Material - Agenda Item No. 6 – October 11, 2022, Commission Agenda
Granting of Easement to Florida Gas Transmission Company

The attached additional materials are being provided as the final documents completed by the Office of the County Attorney. Materials include: Easement Agreement, Temporary Revocable License Agreement, and Perpetual Maintenance Agreement. Receipt of executed signature page will be noted in the Monday Night Memo.

Attachments

c: Trevor M.A. Fisher, P.E., MBA, Director, Public Works Department
Kevin Kelleher, Assistant County Administrator

Return to:
Broward County Solid Waste &
Recycling Services
1 North University Drive
Plantation, Florida 33324

Prepared and approved as to form by:
Christina A. Blythe
Broward County Attorney's Office
115 S Andrews Avenue, Room 423
Fort Lauderdale, Florida 33301

Folio Number: 5041-2520-0020

EASEMENT AGREEMENT

This Easement ("Easement Agreement") is made this ____ day of _____, 20__ ("Effective Date"), by Broward County, a political subdivision of the State of Florida ("Grantor"), whose address is Governmental Center, 115 South Andrews Avenue, Fort Lauderdale, Florida 33301, in favor of Florida Gas Transmission Company, LLC, a Delaware limited liability company ("Grantee"), whose address is 2301 Lucien Way, Suite 200, Maitland, Florida 37251. Grantor and Grantee are hereinafter referred to collectively as the "Parties," and individually referred to as a "Party."

(Wherever used herein the terms, "Grantor" and "Grantee" shall include heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations wherever the context so admits or requires).

RECITALS

- A. Grantor is the fee simple owner of the following property located in Broward County, Florida ("Property"):

**See Exhibit A with accompanying sketch of description attached hereto
and made a part hereof**

- B. Pursuant to the Route 441 Resource Recovery Site Plat recorded in Plat Book 132, Page 41, of the Official Records of Broward County, Florida, Grantor granted to the public a 40' oil/gas easement for the installation of a gas pipeline or pipelines ("Public Gas Easement").
- C. To facilitate the installation and relocation of Grantee's pipeline, which portions of Grantee's pipeline fall outside of the Public Gas Easement, Grantee desires a nonexclusive and perpetual easement over, across, under, and through the Easement Area, as defined in Section 2, to construct, maintain, and operate a gas pipeline or pipelines above and below ground ("Easement").

D. Grantor and Grantee have entered into a certain use, perpetual maintenance, and repair agreement of even date herewith to set forth the terms of the installation and maintenance of Grantee's pipeline or pipelines through the Easement Area ("Maintenance Agreement"), which Maintenance Agreement shall be recorded concurrently with this Easement Agreement in the public records of Broward County, Florida.

E. Grantor is willing to grant the Easement to Grantee under the terms herein.

NOW, THEREFORE, for and in consideration of the mutual terms and conditions contained herein, and the sum of one dollar (\$1.00), and other good and valuable consideration, the sufficiency of which are hereby acknowledged, Grantor hereby declares as follows:

1. The recitals set forth above are true and accurate, and fully incorporated by reference herein.
2. Grantor hereby grants unto Grantee, its licensees, agents, and independent contractors, the Easement together with any incidental or necessary appurtenances thereto ("Easement Area"), which Easement Area is further described in **Exhibit A** attached hereto and made a part hereof. This Easement includes the right of ingress and egress over the Property, Easement Area, and adjacent property owned by Grantor to facilitate the rights granted herein and includes the perpetual right and privilege for and to construct, install, maintain, operate, inspect, patrol, test, repair, dewater, alter, substitute, relocate, resize, replace and remove a single, underground transmission pipeline system for the transportation of natural gas, together with above-ground, surface and subsurface appurtenances thereto, including, but not limited to markers, electronic and communications equipment used in connection with the pipeline, cathodic, lightning, and other protection systems and components, equipment, facilities and apparatus, piping, fittings, and fences or other protective devices, valves, water and utility cables and pipes, and such other improvements as are reasonably necessary in connection with the transportation of natural gas by means of the pipeline system, on, under, above, across, within and through the Easement Area.
3. Grantee shall construct, maintain, and repair its pipeline(s) and all appurtenances thereto ("Grantee's Facilities") in a safe manner and condition and comply with any and all applicable local, state, and federal laws, rules, and regulations. Grantee's right to construct and maintain Grantee's Facilities shall not unreasonably interfere with Grantor's construction and maintenance of its facilities on the Property, which may include, without limitation, the construction and maintenance of temporary or permanent roadways and overland drainage spillways across the Easement Area and Grantor's use of the Property as a landfill which may include, without limitation, the operation of heavy equipment across the Easement Area and other activities related to the disposal and management of waste and debris.

4. Grantee shall, at its sole cost and expense, restore the surface of the Easement Area to the same condition which existed prior to the commencement of Grantee's access, maintenance, or repair to the Easement Area, including but not limited to the repair of any access roads, fences, drainage, irrigation systems, trees, shrubbery, or buildings, and shall discharge any water that is used to construct, test, or maintain Grantor's pipeline(s) in accordance with all applicable laws and regulations and at such location as is designated by the Grantor. Notwithstanding, Grantee shall, with Grantor's prior written consent, have the right to cut or clear trees, bush, or other obstructions within the Easement Area that might interfere with operation or maintenance of Grantee's Facilities. Grantee shall comply with the obligations set forth in the Maintenance Agreement, as may be amended from time to time.
5. Grantor agrees that no obstructions that would interfere with the maintenance or operation of Grantee's Facilities and with Grantee's use of the Easement Area pursuant to the Easement may be placed in the Easement Area without Grantee's prior consent.
6. Grantor retains the right to engage in any activities on, over, under, across, or through the Easement Area and shall, for its own purpose, utilize the Property in any manner that does not unreasonably interfere with the Easement. Grantor's use of the Property shall include, but not be limited to, the construction and maintenance of Grantor's facilities including, without limitation, the construction and maintenance of temporary or permanent roadways and overland drainage spillways across the Easement Area and the use of Grantor's Property as a landfill including, without limitation, the operation of heavy equipment across the Easement Area and other activities related to the disposal and management of waste and debris.
7. This Easement Agreement may be amended, altered, or modified only by written agreement between the Parties, or their heirs, assigns, or successors-in-interest, which shall be recorded in the public records of Broward County, Florida.
8. This Easement Agreement shall run with the land and shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, successors, and assigns.
9. This Easement Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The Parties agree and accept that jurisdiction of any controversies or legal problems arising out of this Easement Agreement, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the state courts of the Seventeenth Judicial Circuit in Broward County, Florida, and venue for litigation arising out of this Easement Agreement shall be exclusively in such state courts, forsaking any other

jurisdiction which either Party may claim by virtue of residency or other jurisdictional device.

10. Grantee, at its own expense, shall record this fully executed Easement Agreement in its entirety in the public records of Broward County, Florida.

[The remainder of this page is intentionally left blank]

GRANTEE

FLORIDA GAS TRANSMISSION COMPANY, LLC

By: _____
Authorized Signer

Print Name and Title

_____ day of _____, 20____

WITNESS/ATTEST:

Corporate Secretary or other witness

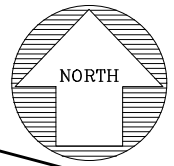
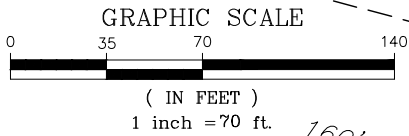
CAB/sr
Easement -FGT
10/03/2022
#613666v1

**EXHIBIT A
EASEMENT
[Attached]**

**SKETCH AND DESCRIPTION
EASEMENT**

SURVEY PROJECT NO. 2021-022

**"ROUTE 441 RESOURCE RECOVERY SITE", PLAT BOOK 132, PAGE 41, BCR
SECTION 24, TWP 50S, RNG 41E & SECTION 19, TWP 50S, RNG 42E**



**S75°09'36"E
20.84'**

40' OIL/GAS EASEMENT
(PB 132, PG 41, BCR)

160' FLORIDA POWER
& LIGHT RIGHT-OF-WAY
(DB 804, PG 548, BCR)
(DB 813, PG 334, BCR)

20' FLORIDA POWER
& LIGHT EASEMENT
(ORB 14901, PG 258, BCR)

SECTION LINE
N03°10'59"W

**SUBJECT PROPERTY
(AREA = +/- 9,530 SF
+/- 0.2188 ACRES)**

**PARCEL "B"
"ROUTE 441 RESOURCE RECOVERY SITE"
PB 132, PG 41, BCR**

EAST LINE OF SE 1/4 SECTION 24,
TWP 50S, RNG 41E

N01°31'13"W 479.41'

S01°31'13"E 473.62'

**PARCEL "B"
"ROUTE 441 RESOURCE RECOVERY SITE"
PB 132, PG 41, BCR**

260' FLORIDA POWER & LIGHT
COMPANY EASEMENT
(ORB 14901, PG 258, BCR)

RELEASED 8/30/2021
(INSTRUMENT NO.:
117545313, BCR)

FLORIDA POWER & LIGHT EASEMENT
(DB 804, PG 548, BCR)

SOUTH LINE OF SE
1/4 SECTION 24,
TWP 50S, RNG 41E

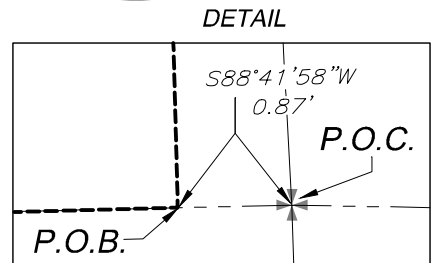
SOUTH LINE OF SE
1/4 SECTION 24,
TWP 50S, RNG 41E

50.00'

FLORIDA POWER
& LIGHT EASEMENT
(PB 132, PG. 41, BCR)

SECTION LINE
S88°41'58"W
(BASIS OF BEARINGS)

**S88°41'58"W
20.00'**



(NOT TO SCALE)

30' GAS EASEMENT
ORB 3479, PG 240, BCR

**P.O.C.
SOUTHEAST CORNER
SECTION 24, TWP
50S, RNG 41E**

SEE SHEET 2 OF 2 FOR LEGAL DESCRIPTION, LEGEND AND SURVEYOR'S NOTES ATTACHED HERETO AND MADE A PART THEREOF.

SHEET 1 OF 2

HIGHWAY CONSTRUCTION AND ENGINEERING DIVISION

1 UNIVERSITY DRIVE, SUITE 300 - PLANTATION, FLORIDA 33324-2038

Phone # (954) 577-4555

SKETCH AND DESCRIPTION

SURVEY PROJECT NO. 2022-040

PORTION OF PARCEL B
"ROUTE 441 RESOURCE RECOVERY SITE", PLAT BOOK 132, PAGE 41, BCR
SECTION 24, TWP 50S, RNG 41E & SECTION 19, TWP 50S, RNG 42E

LEGEND

- P.O.B. = POINT OF BEGINNING
- PB = PLAT BOOK
- ORB = OFFICIAL RECORDS BOOK
- PG = PAGE
- DB = DEED BOOK
- BCR = BROWARD COUNTY RECORDS
- TWP = TOWNSHIP
- RNG = RANGE
- SF = SQUARE FEET
- P.O.C. = POINT OF COMMENCING

DESCRIPTION

A PORTION OF PARCEL "B", "ROUTE 441 RESOURCE RECOVERY SITE", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 132, PAGE 41 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, AND LYING IN SECTION 24, TOWNSHIP 50 SOUTH, RANGE 41 EAST AND SECTION 19, TOWNSHIP 50 SOUTH, RANGE 42 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 24, THENCE S 88°41'58" W, ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 24, A DISTANCE OF 0.87 FEET TO THE POINT OF BEGINNING; THENCE, CONTINUE ALONG SAID LINE, S 88°41'58" W, A DISTANCE OF 20.00 FEET; THENCE N 01°31'13" W, A DISTANCE OF 479.41 FEET TO A POINT ON THE SOUTH LINE OF AN EXISTING 40.00 FOOT WIDE OIL AND GAS EASEMENT ACCORDING TO SAID PLAT OF "ROUTE 441 RESOURCE RECOVERY SITE"; THENCE S 75°09'36" E, ALONG SAID LINE, A DISTANCE OF 20.84 FEET; THENCE S 01°31'13" E, A DISTANCE OF 473.62 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING, AND BEING IN BROWARD COUNTY, FLORIDA AND CONTAINING 9,530 SQUARE FEET OR 0.2188 ACRES, MORE OR LESS.

SURVEYOR'S NOTES

- 1) THE LAND "DESCRIPTION" HEREON WAS PREPARED BY THE REVIEWING SURVEYOR.
- 2) BEARINGS SHOWN ARE HEREON BASED ON THE "STONER/KEITH RESURVEY NO.III" AS RECORDED IN MISCELLANEOUS MAP BOOK 5, PG 9 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA. THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 24, RANGE 50 SOUTH, TOWNSHIP 41 EAST BEARS S 88°41'58" W AS SHOWN THEREON.

SEE SHEET 1 OF 2 FOR SKETCH OF LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART THEREOF.

SHEET 2 OF 2

CERTIFICATE

THIS IS TO CERTIFY THAT THE SKETCH SHOWN HEREON AND THE ATTACHED DESCRIPTION ARE ACCURATE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND DOES NOT REPRESENT A FIELD SURVEY. I FURTHER CERTIFY THAT THIS SKETCH AND DESCRIPTION MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH UNDER (CHAPTER 5J-17 FLORIDA ADMINISTRATIVE CODE) PURSUANT TO CHAPTER 472.027 FLORIDA STATUTES.

NOT VALID WITHOUT THE SIGNATURE AND THE RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

PROFESSIONAL SURVEYOR AND MAPPER #5695, STATE OF FLORIDA
ERIC B AUGUSTO
BROWARD COUNTY SURVEYOR

DATE OF SKETCH 9/21/2022	DRAWN BY M. NOTTINGHAM	CHECKED BY EBA	MANAGER EBA
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SKETCH NO. 2022-040 LEGAL.DWG

HIGHWAY CONSTRUCTION AND ENGINEERING DIVISION

1 UNIVERSITY DRIVE, SUITE 300 - PLANTATION, FLORIDA 33324-2038

Phone # (954) 577-4555

TEMPORARY REVOCABLE LICENSE AGREEMENT BETWEEN BROWARD COUNTY AND FLORIDA GAS TRANSMISSION COMPANY, LLC

This Temporary Revocable License Agreement (“RLA”) between Broward County (“County”), a political subdivision of the State of Florida, and Florida Gas Transmission Company, LLC (“Licensee”), a Delaware limited liability company (collectively, the “Parties”), is entered into and effective as of the date this RLA is fully executed by the Parties (the “Effective Date”).

RECITALS

A. Licensee owns, maintains, and operates a natural gas pipeline (the “Pipeline”) located on property owned by County located at 400 South State Road 7, Fort Lauderdale, Florida 33314 (“Wheelabrator South Broward”).

B. Licensee intends to relocate a segment of the Pipeline to another portion of Wheelabrator South Broward, however, to complete its work, Licensee has requested access to additional portions of Wheelabrator South Broward set forth in **Exhibit A** as a temporary workspace and construction staging area (the “Revocable License Area”).

C. Licensee seeks and County is amenable to Licensee's nonexclusive access and use of the Revocable License Area in the manner set forth in **Exhibit B** (the “Permitted Activities”).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1. DEFINITIONS

- 1.1. **Board** means the Board of County Commissioners of Broward County, Florida.
- 1.2. **Contract Administrator** means the Director of Broward County Solid Waste & Recycling Services, including any interim or acting director, or designee.
- 1.3. **County Administrator** means the administrative head of County as appointed by the Board.
- 1.4. **County Attorney** means the chief legal counsel for County, as appointed by the Board.
- 1.5. **Project Plans** mean all documents necessary to describe in detail the Permitted Activities and alterations to the Revocable License Area and Wheelabrator South Broward.

ARTICLE 2. GRANT OF REVOCABLE LICENSE

2.1. County hereby grants to Licensee a revocable license for nonexclusive access and use of the Revocable License Area solely for the purposes of conducting the Permitted Activities and taking other actions as may be required by this RLA.

2.2. The Permitted Activities and any changes to the condition of the Revocable License Area must be conducted by Licensee, its employees, agents, and contractors in a careful and prudent

manner, utilizing Industry Best Practices to assure the safety of other users of Wheelabrator South Broward and the public. For purposes of this RLA, the term "Industry Best Practices" shall mean the exercise of that degree of skill, care, diligence, and prudence that would reasonably and ordinarily be expected from a competent and experienced natural gas pipeline operator applying the standards governing natural gas pipeline construction and operations in connection with work of a scope and nature similar to the work of Licensee on the Pipeline. In addition, all activities conducted by Licensee, its employees, agents, and contractors on Wheelabrator South Broward shall comply with the applicable state and federal regulations including, without limitation, 49 C.F.R. Parts 191, 192, and 199.

2.3. Other than for the purposes identified in this RLA, Licensee may not use the Revocable License Area for any other purpose whatsoever without written amendment of this RLA executed with the same formalities as this RLA. Licensee may not permit the Revocable License Area to be used in any manner that will violate the terms of this RLA or any laws, administrative rules, or regulations of any applicable governmental entity or agency.

2.4. Notwithstanding anything in any agreement or this RLA that could be construed to the contrary, County shall retain full and unrestricted access to the Revocable License Area at all times and shall have the right to both use or to allow third parties to use the above-ground surface of the Revocable License Area and Wheelabrator South Broward while accommodating the Permitted Activities.

2.5. Throughout the term of this RLA, and notwithstanding any other term or condition of this RLA, County retains the right in its sole discretion to modify, reconfigure, improve, convey, or abandon the Revocable License Area, and to make any improvements thereon. Specifically, Licensee acknowledges and agrees that the roadway, right-of-way area, and/or the Revocable License Area may be temporarily or permanently reconfigured, modified, or moved, without any liability to County. County will provide Licensee with sixty (60) calendar days' written notice of any such modifications to the Revocable License Area to allow Licensee to remove or relocate any improvements at Licensee's own expense.

2.6. This RLA is merely a right to access and use and grants no estate in the Revocable License Area to Licensee or any other party.

ARTICLE 3. LICENSEE'S OBLIGATIONS

3.1. Licensee may not use or make any alterations to the Revocable License Area or undertake the Permitted Activities without first: (i) obtaining all permits required under applicable law and any all required governmental approvals for such work, (ii) submitting Project Plans to the Contract Administrator, and (iii) obtaining the written approval of the Contract Administrator for the Project Plans and any subsequent alterations to the Project Plans. Any modification of the Project Plans, or deviation from the Project Plans by Licensee, will require the prior written approval of the Contract Administrator.

3.2. Licensee shall undertake the Permitted Activities at its own expense and in accordance with the Project Plans and to the Contract Administrator's satisfaction.

3.3. If Licensee places any materials or equipment in, on, or under the Revocable License Area that hinder County's operations, or the operations of County's agent(s), in any way, Licensee shall promptly remove any such materials or equipment immediately upon notice provided by the Contract Administrator.

3.4. Licensee shall comply with all applicable rules and regulations prescribed by County, and shall take such steps as may be reasonably necessary or directed by County to ensure that Licensee's employees, agents, contractors, invitees, and guests observe these requirements. All costs associated with the construction, repair, and maintenance of the Pipeline, and any security fence, barriers, and access control and monitoring system, including, but not limited to, gates, signs, or locks (keying and rekeying), that are installed at any time at Wheelabrator South Broward by Licensee will be borne solely by Licensee. If Licensee fails to abide by its obligations under this section, County reserves the right (but shall have no obligation to) to take whatever action is necessary to rectify any security or other deficiency and charge all such costs and expenses to Licensee in the event Licensee fails to cure such deficiency within five (5) calendar days after being notified by County of any such deficiency. Notwithstanding the five (5) day period provided in the previous sentence, if at any time County determines that any failure by Licensee to perform its obligations under this RLA creates an imminent risk to life, safety, or property, County may, in its sole discretion, take whatever action it deems necessary to rectify such deficiency without advance notice and charge all such costs and expense to Licensee, with notice given promptly after County has taken such action.

3.5. Upon Licensee's completion of the Permitted Activities and County's approval of same (in accordance with Article 4), Licensee shall provide County with signed and sealed certified post-construction as-built drawings, testing records, and warranties for all work performed as set forth in the Project Plans. To comply with the requirements of this section, the as-built drawings must, among other things, include elevations of the Pipeline, final ground grading above the Pipeline in NAVD 88, and horizontal location in NAD 83 Florida East Zone State Plane coordinates at a minimum of every 100 feet and at changes in elevation and direction.

3.6. As part of its obligations under this RLA, Licensee shall keep the Revocable License Area clean, sanitary, and in good condition consistent with industry-standard maintenance standards and techniques ("RLA Maintenance Obligations"). The RLA Maintenance Obligations shall include all repair and replacement of materials due to any cause, including but not limited to normal wear and tear, acts of God, vandalism, and accidents. Licensee shall promptly replace all defective or unsightly materials, as well as any materials that the Contract Administrator determines, in his/her reasonable discretion, should be replaced for safety reasons or because such materials would interfere with any County property or County operations. All replacements must be approved in writing by the Contract Administrator.

3.7. If Licensee takes any action or makes any omission that causes or results in alterations or damage to County real or personal property, Licensee shall, at its own expense, restore such property to its condition before the alterations or damages. If Licensee fails to make such restoration within sixty (60) calendar days after County's request, County may make the restoration or exercise its rights as provided in Article 6 of this RLA. If County elects to make the

restoration, it will invoice the Licensee for the costs thereof. Licensee shall pay such invoice within thirty (30) calendar days after receipt.

3.8. If Licensee takes any action or makes any omission that causes or results in alterations to the Revocable License Area (or any materials on the Revocable License Area), which alterations are not specified in the Approved Plans, Licensee shall, at its own expense, restore the Revocable License Area to its condition before the alterations were made, or to such condition as approved in writing by the Contract Administrator. If Licensee fails to make such restoration within sixty (60) calendar days after County's request, County may make the restoration or exercise its rights as provided in Article 6 of this RLA. If County elects to make the restoration, it will invoice Licensee for the costs thereof. Licensee shall pay such invoice within thirty (30) calendar days after receipt.

3.9. If Licensee takes any action or makes any omission that causes or results in damage to the Revocable License Area (or any materials on the Revocable License Area), Licensee shall, at its own expense, repair such damage. If Licensee fails to make such repair within sixty (60) calendar days after County's request, County may make the repair or exercise its rights as provided in Article 6 of this RLA. If County elects to make the repair, it will invoice Licensee for the costs thereof. Licensee shall pay such invoice within thirty (30) calendar days after receipt.

3.10. If the Revocable License Area is serviced by any utilities (including but not limited to electricity, water, sewage, or gas), Licensee shall be solely responsible for the cost of such utilities and shall establish its own billing account directly with each utility company.

3.11. If the License Area contains an irrigation or water pump system, Licensee shall maintain and repair same to its previous condition in compliance with the terms of this RLA and all applicable rules and regulations of the applicable South Florida Water Management District.

3.12. Licensee shall provide the Contract Administrator with immediate verbal notice, followed by prompt written notice (in the manner set forth in Article 7 of this RLA), of any condition on the Revocable License Area or Wheelabrator South Broward that might present a risk of damage to the Revocable License Area or adjacent property, or might pose a risk of injury to any person. Licensee shall contact the appropriate emergency services (fire-rescue, police, Florida Power & Light) immediately upon identification of any potential risk of injury to any person, and shall keep a written record of all contact made including the person(s) with whom Licensee has communicated.

3.13. Licensee shall also provide the Contract Administrator with immediate verbal notice, followed by prompt written notice (in the manner set forth in Article 7 of this RLA), of any damage to the Revocable License Area, or other portion of Wheelabrator South Broward, or any injury to any person on the Revocable License Area or other portion of Wheelabrator South Broward.

3.14. Licensee may retain a third party to undertake the Permitted Activities. If Licensee retains a third party for such purpose(s), Licensee shall enter into a written contract with the third party under which the third party must agree to undertake the Permitted Activities in accordance with the requirements of this RLA. Licensee shall provide the Contract Administrator with a copy of any such contract(s) upon request of the Contract Administrator. Notwithstanding Licensee's use of any third party, Licensee shall ultimately remain obligated and responsible to undertake the

Permitted Activities. Licensee may not relieve itself of any of its obligations under this RLA by contracting with a third party.

3.15. The provisions of sections 3.4, 3.7, 3.8, and 3.9 will survive the expiration or any other termination of this RLA.

ARTICLE 4. COUNTY'S OBLIGATIONS

4.1. Review of Project Plans. County shall review the Project Plans to determine whether Licensee may undertake the Permitted Activities.

4.2. Preliminary and Ongoing Inspection(s). County may inspect the Revocable License Area or Wheelabrator South Broward at any time. In addition, County may bring third-party representatives to inspect the Revocable License Area or Wheelabrator South Broward with County.

4.3. Final Inspection. Once the Permitted Activities have been completed, and after receiving notice from Licensee that it has returned the Revocable License Area to its condition as existed on the Effective Date, County shall perform a final inspection of the Permitted Activities and notify Licensee of County's final approval or rejection of Licensee's work to return the Revocable License Area and Wheelabrator South Broward to a condition acceptable by County. County may reject work that: (i) does not conform to the Project Plans, (ii) does not meet the RLA Maintenance Obligations, or (iii) does not return the Revocable License Area and Wheelabrator South Broward to a condition acceptable by County.

4.4. County shall have no further obligations under this RLA other than those stated in this article but may exercise any and all rights it has under this RLA.

ARTICLE 5. RISK OF LOSS

All improvements not permanently affixed to the Revocable License Area shall remain the property of Licensee, and all risk of loss for the improvements (whether permanently affixed or not) shall be Licensee's risk alone. However, Licensee may not remove, replace, or alter any of the improvements without the Contract Administrator's written consent and any required permitting. In addition, Licensee shall bear any and all liability resulting from or related to any material or equipment placed by Licensee or its agents in, on, or under the Revocable License Area and/or Wheelabrator South Broward. Licensee's liability includes, without limitation, damages that may result from the construction, maintenance, and operation of the Pipeline (and any affiliated infrastructure or equipment).

ARTICLE 6. TERM AND TERMINATION

6.1. This RLA shall begin on the Effective Date and continues for a period of (1) year unless otherwise terminated or extended as provided in this article.

6.2. County may extend this Agreement for up to four (4) additional one (1) year terms on the terms and conditions stated in this RLA by sending notice to Licensee at least thirty (30) days prior to the expiration of the then-current term.

6.3. This RLA may be terminated for cause by County if Licensee breaches any of its obligations under this RLA and has not corrected the breach within sixty (60) calendar days after receipt of written notice identifying the breach. County may, at the option of the Contract Administrator, cause such breach to be corrected and invoice Licensee for the costs of the correction or may terminate this RLA. If County opts to correct the breach and invoice Licensee for the costs of correction, Licensee shall pay such invoice within sixty (60) calendar days after receipt. If County erroneously, improperly, or unjustifiably terminates for cause, such termination shall, at County's sole election, be deemed a termination for convenience, which shall be effective sixty (60) calendar days after such notice of termination for cause is provided.

6.4. This RLA may be terminated for convenience by the Board. Termination for convenience by the Board shall be effective on the termination date stated in the written notice provided by County to Licensee, which termination date shall not be less than sixty (60) calendar days after the date of such written notice.

6.5. This RLA may also be terminated by the County Administrator upon such notice as the County Administrator deems appropriate if the County Administrator determines that termination is necessary to protect the public health or safety. Termination under this section shall be effective on the date County provides notice to Licensee of such termination.

6.6. Upon termination of this RLA, Licensee shall peaceably surrender its use of the Revocable License Area.

6.7. Upon termination of this RLA, Licensee shall remove all improvements, materials and equipment installed or placed in the Revocable License Area by Licensee, unless the Contract Administrator, in writing, authorizes Licensee to leave any such improvements, materials, or equipment in the Revocable License Area. In addition, Licensee shall be obligated to repair any damage to the Revocable License Area resulting from the removal of any improvements, materials, and equipment. If Licensee fails to comply with these removal and/or repair obligations within sixty (60) days of termination, County may perform them, and then invoice Licensee for the cost thereof. Licensee shall pay such invoice within thirty (30) calendar days after receipt. Any personal property remaining on the Revocable License Area after the termination of this RLA shall be deemed to have been abandoned by Licensee and shall become the property of County.

6.8. Upon termination of this RLA, Licensee shall restore the Revocable License Area, and all other portions of Wheelabrator South Broward that were impacted because of Licensee's activities, to its condition before the improvements or to such condition as approved in writing by the Contract Administrator. If Licensee fails to make such restorations within sixty (60) days of termination, County may make them and then invoice Licensee for the costs thereof. Licensee shall pay such invoice within thirty (30) calendar days after receipt.

6.9. County shall have no obligation to compensate Licensee for any loss resulting from or arising out of this RLA including any resulting from or arising out of the termination of this RLA.

6.10. If tree mitigation is required as a result of termination of this RLA, or upon expiration of this RLA, Licensee must obtain a Broward County Environmental Licensing and Building

Permitting Division, Tree Preservation Program RLA required by Chapter 27, Article XIV, Sections 27-401 through 27-414 of the Broward County Tree Preservation and Abuse Ordinance, as may be amended from time to time, to provide for relocation, removal, and replacement per the tree removal RLA requirements at Licensee's sole cost and expense.

6.11. Notice of termination shall be provided in accordance with the Article 7 of this RLA, except that notice of termination by the County Administrator, pursuant to Section 6.4 of this RLA may be verbal notice that shall be promptly confirmed in writing in accordance with Article 7 of this RLA.

ARTICLE 7. NOTICES

Unless otherwise expressly authorized herein, for a notice to a Party to be effective under this RLA, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via email, to the addresses listed below and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). Addresses may be changed by the applicable Party giving notice of such change in accordance with this article.

FOR COUNTY:

Notosha Austin, Interim Director
Solid Waste & Recycling Services
1 North University Drive, Suite 400
Plantation, FL 33324-2038
Email: naustin@broward.org

FOR LICENSEE:

Florida Gas Transmission Company, LLC
Attn: Terry Coleman
2301 Lucien Way, Suite 200
Maitland, FL 32751
E-mail address: terry.coleman@energytransfer.com

ARTICLE 8. INDEMNIFICATION

8.1. Licensee shall indemnify, hold harmless, and defend County and all of County's current, past, and future officers, agents, and employees (collectively, "Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including reasonable attorneys' fees, court costs, and expenses, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a party to this RLA, and caused or alleged to be caused, in whole or in part, by any intentional, reckless, or negligent act or omission of Licensee, its officers, employees, or agents, arising from, relating to, or in connection with this RLA (collectively, a "Claim"). If any Claim is brought against an Indemnified Party, Licensee shall, upon written notice from County, defend each Indemnified Party against each such Claim by counsel satisfactory to County or, at County's option, pay for an attorney selected by the County Attorney to defend the Indemnified Party. The obligations of this article will survive the expiration or earlier termination of this RLA.

8.2. If Licensee contracts with a third party to perform any of the Permitted Activities or Licensee's obligations under this RLA, Licensee shall enter into a contract with such third party, which contract shall include the following provision:

Indemnification: Contractor shall indemnify and hold harmless Broward County, and all of Broward County's current, past, and future officers, agents, and employees (collectively, "Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a party to this RLA, and caused or alleged to be caused, in whole or in part, by any intentional, reckless, or negligent act or omission of contractor, its officers, employees, or agents, arising from, relating to, or in connection with this RLA (collectively, a "Claim"). If any Claim is brought against an Indemnified Party, contractor shall, upon written notice from Broward County, defend each Indemnified Party with counsel satisfactory to Broward County or, at County's option, pay for an attorney selected by the County Attorney to defend the Indemnified Party. The obligations of this paragraph shall survive the expiration or earlier termination of this RLA.

8.3. Licensee's indemnity obligations under this RLA are in addition to any and all insurance obligations of Licensee under this RLA.

8.4. The obligations of this article shall survive the expiration or earlier termination of this RLA.

ARTICLE 9. INSURANCE

9.1. Throughout the duration of this RLA, Licensee shall, at its sole expense, maintain the minimum insurance coverages stated in **Exhibit C** in accordance with the terms and conditions of this article. Licensee shall maintain insurance coverage against claims relating to any act or omission by Licensee, its agents, representatives, or employees, or subcontractors in connection with this Agreement. County reserves the right at any time to review and adjust the limits and types of coverage required under this article.

9.2. Licensee shall ensure that "Broward County" is listed and endorsed as an additional insured as stated in **Exhibit C** on all policies required under this article.

9.3. On or before the Effective Date or at least fifteen (15) days prior to commencement of Permitted Activities, as may be requested by County, Licensee shall provide County with a copy of all Certificates of Insurance or other documentation sufficient to demonstrate the insurance coverage required in this article. If and to the extent requested by County, Licensee shall provide all required endorsements within thirty (30) days after County's request. In the event of a claim, Licensee shall provide, within thirty (30) days after receipt of a written request from County, a copy of the policies providing the coverage required by this Agreement. Licensee may redact portions of the policies that are not relevant to the insurance required by this Agreement.

9.4. Licensee shall ensure that all insurance coverages required by this article remain in full force and effect without any lapse in coverage throughout the duration of the RLA and until all

performance required by Licensee has been completed, as determined by Contract Administrator. Licensee or its insurer shall provide notice to County of any cancellation or modification of any required policy at least thirty (30) days prior to the effective date of cancellation or modification, and at least ten (10) days prior to the effective date of any cancellation due to nonpayment, and shall concurrently provide County with a copy of its updated Certificates of Insurance evidencing continuation of the required coverage(s).

9.5. All required insurance policies must be placed with insurers or surplus line carriers authorized to conduct business in the State of Florida with an A.M. Best rating of A- and a financial size category class VII or greater, unless otherwise acceptable to County's Risk Management Division.

9.6. If Licensee maintains broader coverage or higher limits than the insurance requirements stated in **Exhibit C**, County shall be entitled to all such broader coverages and higher limits. All required insurance coverages shall provide primary coverage and not require contribution from any County insurance, self-insurance, or otherwise, which shall be in excess of and shall not contribute to the required insurance provided by Licensee.

9.7. Licensee shall declare in writing any self-insured retentions or deductibles over the limit(s) prescribed in **Exhibit C** and submit to County for approval at least fifteen (15) days prior to the Effective Date or commencement of the Permitted Activities. Licensee shall be solely responsible for and shall pay any deductible or self-insured retention applicable to any claim against County. County may, at any time, require Licensee to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. Licensee agrees that any deductible or self-insured retention may be satisfied by either the named insured or County, if so elected by County, and Licensee agrees to obtain same in endorsements to the required policies.

9.8. Unless prohibited by the applicable policy, Licensee waives any right to subrogation that any of Licensee's insurer may acquire against County, and agrees to obtain same in an endorsement of Licensee's insurance policies.

9.9. Licensee shall require that each subcontractor maintains insurance coverage in its sole judgement that adequately covers the services provided by that subcontractor. Licensee shall ensure that all such subcontractors comply with these requirements and that "Broward County" is named as an additional insured under the subcontractors' applicable insurance policies. Licensee shall not permit any subcontractor to undertake the Permitted Activities unless and until all applicable requirements of this article are satisfied. Licensee shall be responsible for any deficiency in a subcontractors insurance coverage.

9.10. If Licensee or any subcontractor fails to maintain the insurance required by this Agreement, County may pay any costs of premiums necessary to maintain the required coverage and deduct such costs from any payment otherwise due to Licensee. If requested by County, Licensee shall provide, within one (1) business day, evidence of each subcontractor's compliance

with this article.

9.11. If any of the policies required under this article provide claims-made coverage: (i) any retroactive date must be prior to the Effective Date; (ii) the required coverage must be maintained after termination or expiration of the RLA for at least the duration stated in **Exhibit C**, and (iii) if coverage is canceled or nonrenewed and is not replaced with another claims-made policy form with a retroactive date prior to the Effective Date, Licensee must obtain and maintain “extended reporting” coverage that applies after termination or expiration of the RLA for at least the duration stated in **Exhibit C**.

ARTICLE 10. MISCELLANEOUS

10.1. No Agency or Other Relationship with County. In its performance of the Permitted Activities, or other obligations provided for in this RLA, neither Licensee nor its agents shall act as officers, employees, or agents of County. Licensee has no power or right to bind County to any obligation not expressly undertaken by County under this RLA.

10.2. Third-Party Beneficiaries. Neither Licensee nor County intends to directly or substantially benefit a third party by this RLA. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this RLA and that no third party shall be entitled to assert a right or claim against either of them based upon this RLA.

10.3. Assignment and Performance. Neither this RLA nor any right or interest in it may be assigned, transferred, or encumbered by Licensee without the prior written consent of County, which consent may be withheld in County's sole discretion. Any assignment, transfer, or encumbrance in violation of this section shall be void and ineffective, constitute a breach of this RLA, and permit County to immediately terminate this RLA, in addition to any other remedies available to County at law or in equity.

10.4. Warranty of Quality of Performance. Licensee represents that each person and entity that will perform the Permitted Activities or other services under this RLA is duly qualified to perform such services by all appropriate governmental authorities, where required, and is sufficiently experienced and skilled in the area(s) for which such person or entity will render services. Licensee agrees that all such services will be performed in a skillful and respectful manner, and that the quality of all such services will equal or exceed prevailing industry standards for the provision of such services.

10.5. Materiality and Waiver of Breach. Each requirement, duty, and obligation set forth in this RLA was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth in this RLA is substantial and important to the formation of this RLA, and each is, therefore, a material term. County's failure to enforce any provision of this RLA will not be deemed a waiver of such provision or modification of this RLA. A waiver of any breach will not be deemed a waiver of any subsequent breach and will not be construed to be a modification of this RLA. To be effective, any waiver must be in writing signed by an authorized signatory of the Party granting the waiver.

10.6. Compliance with Laws. Licensee shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this RLA.

10.7. Entire Agreement. Except as provided in the Easement Agreement and the Use, Perpetual Maintenance, And Repair Agreement between Broward County and Florida Gas Transmission Company, LLC, for Natural Gas Pipeline at Wheelabrator South Broward of even date herewith, which are recorded concurrently in the public records of Broward County, Florida, this RLA constitutes the entire agreement between the Parties with respect to its subject matter. It may not be modified or terminated except as provided in this RLA. If any part of this RLA is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this RLA and the balance of this RLA shall remain in full force and effect.

10.8. Joint Preparation. This RLA has been jointly prepared by the Parties and will not be construed more strictly against either Party.

10.9. Interpretation. The titles and headings contained in this RLA are for reference purposes only and do not affect in any way the meaning or interpretation of this RLA. All personal pronouns used in this RLA shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter," refer to this RLA as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this RLA, such reference is to the section or article as a whole, including all of the subsections thereof, unless the reference is made to a particular subsection or subparagraph of such section or article. Any reference to "days" means calendar days, unless otherwise expressly stated.

10.10. Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached to, referenced by, or incorporated in this RLA and any provision of Articles 1 through 10 of this RLA, the provisions contained in Articles 1 through 10 shall prevail and be given effect.

10.11. Law, Jurisdiction, Venue, Waiver of Jury Trial. This RLA will be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this RLA shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this RLA must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **EACH PARTY HEREBY EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS RLA. IF A PARTY FAILS TO WITHDRAW A DEMAND FOR A JURY TRIAL**

10.12. Amendments. No modification, amendment, or alteration of any portion of this RLA is effective unless contained in a written document executed with the same or similar formality as this RLA and by duly authorized representatives of the Parties.

10.13. Incorporation by Reference. Any and all Recital clauses stated above are true and correct and are incorporated in this RLA by reference. The attached Exhibits are incorporated into and made a part of this RLA.

10.14. Representation of Authority. Each individual executing this RLA on behalf of a Party represents and warrants that he or she is, on the date he or she signs this RLA, duly authorized by all necessary and appropriate action to execute this RLA on behalf of such Party and does so with full legal authority.

10.15. Counterparts and Multiple Originals. This RLA may be executed in multiple originals, and may be executed in counterparts, whether signed physically or electronically, each of which will be deemed to be an original, but all of which, taken together, will constitute one and the same agreement.

10.16. Nondiscrimination. No Party to this RLA may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this RLA.

10.17. Time of the Essence. Time is of the essence for Licensee's performance of all obligations under this RLA.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this RLA: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the ____ day of _____, 20__, Florida Gas Transmission Company, LLC signing by and through its _____, authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, by and through
its Board of County Commissioners

Broward County Administrator, as
ex officio Clerk of the Broward County
Board of County Commissioners

By _____
Mayor/Vice-Mayor
____ day of _____, 20__

Approved as to form by
Andrew J. Meyers
Broward County Attorney
115 South Andrews Avenue, Suite 423
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600

By _____
Matthew Haber (Date)
Assistant County Attorney

By _____
Nathaniel Klitsberg (Date)
Senior Assistant County Attorney

**TEMPORARY REVOCABLE LICENSE AGREEMENT BETWEEN BROWARD COUNTY AND
FLORIDA GAS TRANSMISSION COMPANY, LLC**

LICENSEE

WITNESSES:

Florida Gas Transmission Company, LLC

Signature

By: _____

Print Name of Witness above

Print Name

Signature

Print Title

Print Name of Witness above

_____ day of _____, 202__

STATE OF)
)
COUNTY OF)

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this _____ day of _____, 20__, by _____, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

NOTARY PUBLIC:

Signature: _____

Print Name: _____

State of Florida at Large (Seal)

My commission expires:

Exhibit A Revocable License Area

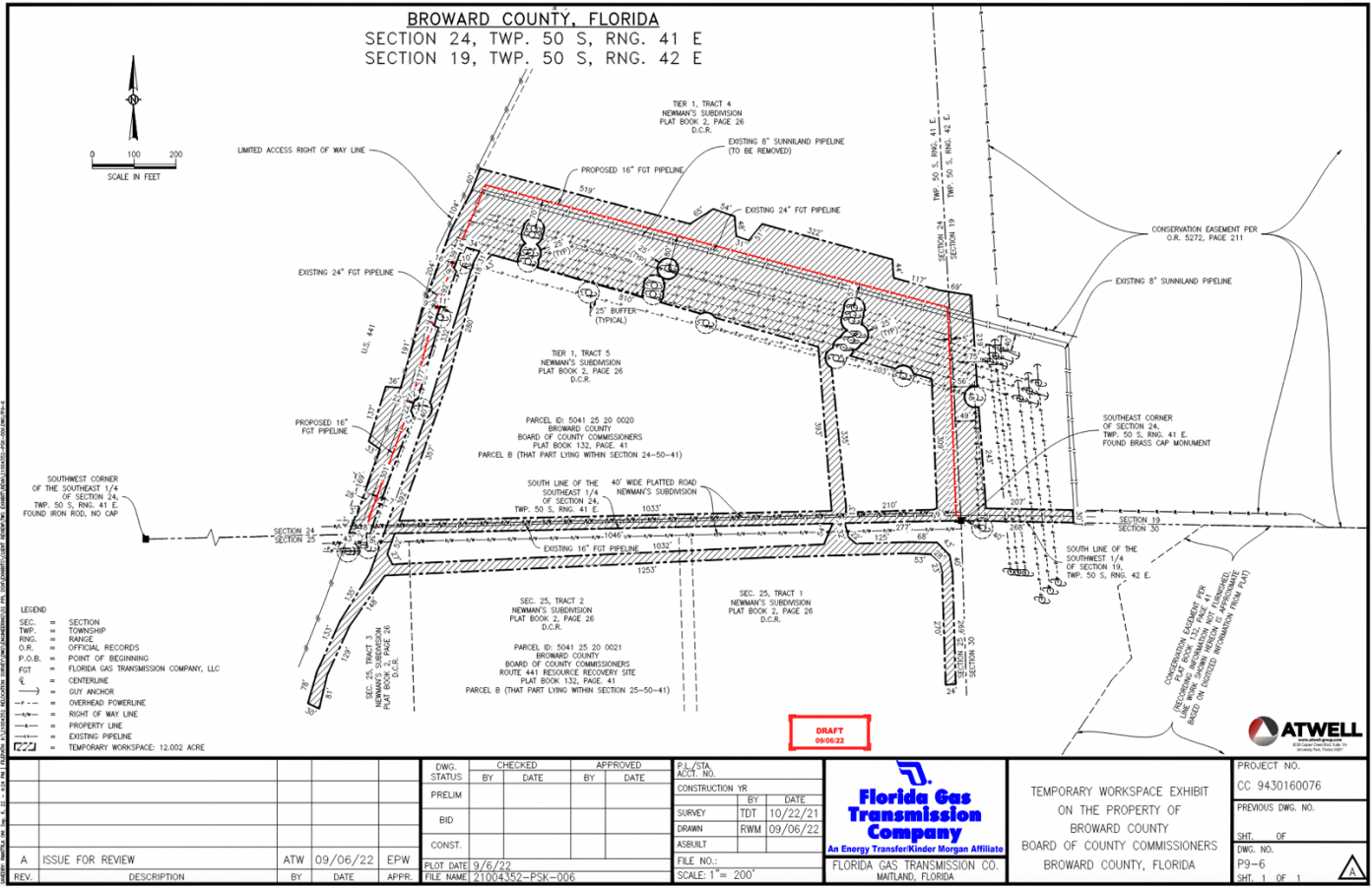


Exhibit B
Permitted Activities

The Permitted Activities include Licensee's storage of equipment and materials within the Revocable License Area as well as Licensee's use of the Revocable License Area as a temporary workspace while Licensee conducts its excavation and construction work for the installation of the Pipeline.

All other Permitted Activities in the Revocable License Area and in, on, or under Wheelabrator South Broward are described in the following documents:

1. Master Dewatering Permit 06-06625-W issued by the South Florida Water Management District on May 18, 2022, modification 220331-1, and
2. Permit No.: 06-0398276-002-EI issued by the Florida Department of Environmental Protection on May 25, 2022, and any subsequent modifications issued thereafter.

Licensee is required to submit to County copies of all permits and modifications listed above as well as all further permits issued to Licensee in relation to the Pipeline. Licensee is also required to provide County with copies of any permit modifications, whether major or minor, or successor permits to those listed above.

For all dewatering, excavation, and construction activities on Wheelabrator South Broward, Licensee will comply with all applicable statutory, regulatory, and permit requirements. In addition, Licensee will provide the Contract Administrator with at least seventy-two (72) hours' written and verbal notice that dewatering will commence.

Exhibit C Minimum Insurance Coverages


INSURANCE REQUIREMENTS

Project: Revocable License Agreement for Florida Gas Transmission
Agency: Solid Waste and Recycling Services

TYPE OF INSURANCE	ADDL INSD	SUBR WVD	MINIMUM LIABILITY LIMITS		
				Each Occurrence	Aggregate
GENERAL LIABILITY - Broad form <input checked="" type="checkbox"/> Commercial General Liability <input checked="" type="checkbox"/> Premises-Operations <input checked="" type="checkbox"/> XCU - Explosion/Collapse/Underground <input checked="" type="checkbox"/> Products/Completed Operations Hazard <input checked="" type="checkbox"/> Contractual Insurance <input checked="" type="checkbox"/> Broad Form Property Damage <input checked="" type="checkbox"/> Independent Contractors <input checked="" type="checkbox"/> Personal Injury Per Occurrence or Claims-Made: <input checked="" type="checkbox"/> Per Occurrence <input type="checkbox"/> Claims-Made Gen'l Aggregate Limit Applies per: <input type="checkbox"/> Project <input type="checkbox"/> Policy <input type="checkbox"/> Loc. <input type="checkbox"/> Other _____	☑	☑	Bodily Injury		
			Property Damage		
			Combined Bodily Injury and Property Damage	\$2,000,000	\$4,000,000
			Personal Injury		
			Products & Completed Operations		
AUTO LIABILITY <input checked="" type="checkbox"/> Comprehensive Form <input checked="" type="checkbox"/> Owned <input checked="" type="checkbox"/> Hired <input checked="" type="checkbox"/> Non-owned <input checked="" type="checkbox"/> Any Auto, If applicable <i>Note: May be waived if no driving will be done in performance of services/project.</i>			Bodily Injury (each person)		
			Bodily Injury (each accident)		
			Property Damage		
			Combined Bodily Injury and Property Damage	\$1,000,000	
<input checked="" type="checkbox"/> EXCESS LIABILITY / UMBRELLA Per Occurrence or Claims-Made: <input checked="" type="checkbox"/> Per Occurrence <input type="checkbox"/> Claims-Made <i>Note: May be used to supplement minimum liability coverage requirements.</i>	☑	☑		\$25,000,000	
<input checked="" type="checkbox"/> WORKER'S COMPENSATION <i>Note: U.S. Longshorem & Harbor Workers' Act & Jones Act is required for any activities on or about navigable water.</i>	N/A	*☑	Each Accident	STATUTORY LIMITS	
<input checked="" type="checkbox"/> EMPLOYER'S LIABILITY			Each Accident	\$1,000,000	
<input checked="" type="checkbox"/> POLLUTION/ENVIRONMENTAL LIABILITY	☑	☑	Each Claim:	\$5,000,000	
			*Maximum Deductible:	\$50,000	
<input checked="" type="checkbox"/> INSTALLATION FLOATER <i>Note: Coverage must be "All Risk", Completed Value.</i>			*Maximum Deductible:	\$10,000	Completed Value
			CONTRACTORIS RESPONSIBLE FOR DEDUCTIBLE		
<p>Description of Operations: "Broward County" shall be listed as Certificate Holder and endorsed as an additional insured for liability, except as to Professional Liability. County shall be provided 30 days written notice of cancellation, 10 days' notice of cancellation for non-payment. Contractors insurance shall provide primary coverage and shall not require contribution from the County, self-insurance or otherwise. Any self-insured retention (SIR) higher than the amount permitted in this Agreement must be declared to and approved by County and may require proof of financial ability to meet losses. Contractor is responsible for all coverage deductibles unless otherwise specified in the agreement. For Claims-Made policies insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract of work. *Waiver of subrogation is required for Workers Compensation if any portion of the work/services will be performed on County Property.</p>					

CERTIFICATE HOLDER:

Broward County
 115 South Andrews Avenue
 Fort Lauderdale, Florida 33301

 Digitally signed by
 COLLEEN A. POUNALL
 Date: 2022.08.30
 13:19:42 -04'00'

Risk Management Division

**Return recorded copy to:
Broward County Solid Waste &
Recycling Services
1 North University Drive
Plantation, Florida 33324**

**Prepared and approved as to form by:
Matthew Haber
Assistant County Attorney
115 S. Andrews Avenue, Room 423
Fort Lauderdale, FL 33301**

**Folio Numbers:
5041-2520-0020; 5041-2520-0021**

**USE, PERPETUAL MAINTENANCE, AND REPAIR AGREEMENT BETWEEN BROWARD COUNTY
AND FLORIDA GAS TRANSMISSION COMPANY, LLC, FOR NATURAL GAS PIPELINE AT
WHEELABRATOR SOUTH BROWARD**

This Use, Perpetual Maintenance, and Repair Agreement (“Agreement”) between Broward County (“County”), a political subdivision of the State of Florida, and Florida Gas Transmission Company, LLC (“FGT”), a Delaware limited liability company (collectively, the “Parties”), is entered into and effective as of the date this Agreement is fully executed by the Parties (the “Effective Date”).

RECITALS

A. County owns property located at 400 South State Road 7, Fort Lauderdale, Florida 33314 (“Wheelabrator South Broward”)

B. There exists a non-exclusive oil and gas easement within Wheelabrator South Broward, recorded in the public records of Broward County at Plat Book 132, Page 41 (the “Public Easement”).

C. In addition, County has granted to FGT another easement within Wheelabrator South Broward, attached as **Exhibit A** (the “Easement”).

D. The Parties acknowledge that FGT seeks to install and operate the Pipeline (as defined herein) within the Premises (as defined herein) for the purposes provided for in this Agreement.

E. FGT acknowledges that Wheelabrator South Broward is an active site on which: (i) critical County operations are performed and (ii) significant utility and public health infrastructure is located.

F. To the extent that such operations occur on the segment of Wheelabrator South Broward that includes the Premises, FGT hereby represents and warrants that, beginning with initial construction and through ongoing maintenance, the Pipeline will not be damaged by such operations, including, without limitation, by vehicles weighing in excess of one hundred (100) tons repeatedly traveling over the Premises.

G. FGT seeks and County is amenable to FGT's nonexclusive access and use of the Premises, subject to FGT's agreement to perpetually perform maintenance to the Premises, the Pipeline, and any affiliated infrastructure or equipment, consistent with the terms set forth below (the "Maintenance Obligations").

H. This Agreement establishes the terms and conditions relating to FGT's nonexclusive right to install, maintain, operate, repair, replace, relocate, and remove the Pipeline and necessary appurtenances within the Premises for the transportation of natural gas, which are in addition to those set forth in the Easement, the terms of which are incorporated herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1. DEFINITIONS

- 1.1. **Board** means the Board of County Commissioners of Broward County, Florida.
- 1.2. **Contract Administrator** means the Director of Broward County Solid Waste & Recycling Services, including any interim or acting director, or designee.
- 1.3. **County Administrator** means the administrative head of County as appointed by the Board.
- 1.4. **County Attorney** means the chief legal counsel for County, as appointed by the Board.
- 1.5. **Pipeline** means underground piping owned by FGT to transport natural gas, including all valves, elbows, joints, flanges, pumps, flexible connectors, manifolds, valve pits, and associated cathodic protection equipment located within, on, or under, the Premises. The term "Pipeline" or "the Pipeline" includes a single pipeline, multiple pipelines, as well as any segment(s) of pipeline.
- 1.6. **Premises** means the property described in the Easement, attached as **Exhibit A**, and the Public Easement, within which FGT is permitted to install, maintain, and operate its Pipeline, in accordance with the terms and conditions in this Agreement and the Easement.

1.7. **Project Plans** mean all documents necessary to describe, in detail, FGT's operations on and under the Premises and any alterations to the Premises.

ARTICLE 2. EXHIBITS

Exhibit A	Easement
Exhibit B	Minimum Insurance Coverages

ARTICLE 3. LICENSE TO USE PREMISES; CONDITIONS ON USE

3.1. Wheelabrator South Broward is currently used for, among other purposes, waste-to-energy operations and temporary debris management. These uses are expected to continue during the term of this Agreement. County hereby grants to FGT right of ingress and egress over the Premises, and adjacent property owned by County to facilitate the rights granted and obligations imposed herein and includes the nonexclusive right to construct, install, maintain, operate, inspect, scheduled patrol, test, alter, substitute, relocate, resize, repair, replace, and remove Pipeline for the transportation of natural gas, together with above-ground, surface and subsurface appurtenances thereto, including, but not limited to markers, electronic and communications equipment used in connection with the Pipeline, cathodic, lightning, and other protection systems and components, equipment, facilities and apparatus, piping, fittings, and fences or other protective devices, valves, water and utility cables and pipes, and such other improvements as are reasonably necessary in connection with the transportation of natural gas by means of the Pipeline system, on, under, above, across, within and limited to the Premises as more particularly described in the Easement, subject to the terms and conditions herein. Under no circumstances, however, shall FGT engage in any use of the Premises that will interfere with County's current or future use of either the Premises or any other segment of Wheelabrator South Broward. FGT's activities described herein are subject to the prior written approval of the Contract Administrator, in Contract Administrator's discretion, as more fully described in Sections 4.1 and 4.5.

3.2. Notwithstanding anything in the Easement or this Agreement that could be construed to the contrary, County shall have full and unrestricted access to the Premises at all times and shall have the right to both use or to allow third parties to use the Premises.

3.3. This Agreement grants no estate, title, or interest in the Premises to FGT or any other party. It is expressly understood that the fee ownership of the Premises remains in County for such use and occupation as County, its successors or assigns, may desire to make of the Premises.

3.4. FGT may not use or make any changes or alterations to the Premises without first: (i) obtaining all permits required under applicable law and any all required governmental approvals for such work, (ii) submitting Project Plans to the Contract Administrator, and (iii) obtaining the written approval of the Contract Administrator for the Project Plans and any such alterations or changes. To comply with the requirements of this section, FGT must, among other things, provide County with signed and sealed certified post-construction as-built drawings of the Pipeline that

include elevations of the Pipeline, final ground grading above the Pipeline in NAVD 88, and horizontal location in NAD 83 Florida East Zone State Plane coordinates at a minimum of every one hundred (100) feet and at changes in elevation and direction.

3.5. All alterations or changes to the Premises must be conducted by FGT, its employees, agents, and contractors in a careful and prudent manner, utilizing Industry Best Practices to assure the safety of other users of the Premises and the public. The term "Industry Best Practices," for the purposes of this Agreement, shall mean the exercise of that degree of skill, care, diligence, and prudence that would reasonably and ordinarily be expected from a competent and experienced natural gas pipeline operator applying the standards governing natural gas pipeline operations in connection with work of a scope and nature similar to the work of FGT on the Pipeline located on the Premises.

ARTICLE 4. FGT'S OBLIGATIONS

4.1. Modification of Project Plans. Any modification of the Project Plans, or deviation from the Project Plans by FGT, will require the prior written approval of the Contract Administrator.

(a) FGT acknowledges that, prior to qualifying for a new and higher maximum allowable operating pressure, FGT must comply with all federal requirements contained in 49 C.F.R. Part 192 et seq. If, at any point, FGT seeks a new and higher maximum operating pressure, FGT shall, concurrently with such efforts or application, notify County in writing.

(b) During installation, repair, replacement, or removal of the Pipeline, after considering actual subsurface conditions and obstacles encountered in the field, FGT may request and be granted minor modifications to the placement and location of the Pipeline within the Premises, subject to the prior written approval of the Contract Administrator.

4.2. Obligation to Maintain Valid Permits; Compliance with Law. FGT must keep in full force and effect all licenses, permits, and authorizations required by any governmental authority, body, or agency having jurisdiction or regulatory power over the activities of FGT on the Premises. FGT must at all times comply with and abide by all applicable federal, state, and local laws, codes, ordinances, rules, regulations, and permit conditions of all governmental entities and agencies having jurisdiction over the activities of FGT under this Agreement, expressly including, without limitation, those dealing with environmental protection, at the sole expense of FGT. FGT must bury the Pipeline at a minimum depth below any existing or proposed infrastructure temporary or permanent structures per applicable state and federal requirements.

4.3. Maintenance Obligations.

(a) In addition to any obligations required by the Easement, FGT will maintain the Pipeline, any affiliated infrastructure, equipment, and any pre-existing Pipeline located on the Premises (whether operational, abandoned, or otherwise), in a good state of repair and at their original design depths.

(b) As part of the Maintenance Obligations, FGT shall keep the Premises clean, sanitary, in good condition consistent with industry-standard maintenance standards and techniques, and shall restore the Premises to its condition before the installation, relocation, or operation of the Pipeline or to such condition as approved in writing by the Contract Administrator. The Maintenance Obligations include all repair and replacement of materials due to any cause, including but not limited to normal wear and tear, acts of God, vandalism, and accidents. FGT will promptly replace all defective or unsightly materials, as well as any materials that the Contract Administrator determines, in his/her reasonable discretion, should be replaced for safety reasons or because such materials would interfere with any Premises or County operations. All replacements must be approved in writing by the Contract Administrator.

(c) The Maintenance Obligations include the obligation to repair any damage or injury to the Premises, including all buildings, structures, and other improvements, caused by FGT's exercise of the privileges granted in this Agreement, promptly restoring the Premises to the same or substantially similar condition (as determined by the Contract Administrator) existing immediately prior to such damage or injury, at no cost whatsoever to County.

(d) Should any pavement, road, or other improvement be damaged or removed by FGT, its employees, agents, or contractors, during the installation, maintenance, operation, repair, replacement, or removal of the Pipeline herein provided for; or should any such pavement, road, or other improvement settle or otherwise deteriorate as a result of work by FGT, its employees, agents, or contractors, related to the installation, maintenance, operation, repair, replacement, or removal of the Pipeline; then FGT shall, at its own expense, replace, restore, or repair the pavement, road, or other improvement, as necessary, to the same or substantially similar condition (as determined by the Contract Administrator) existing immediately prior to such damage, removal, settlement, or deterioration.

(e) All brush, trimmings, and other growth cut by FGT, and all earth and other material removed by FGT, must be removed and disposed of by FGT at its own cost and expense.

(f) Notwithstanding the above, any and all installation of the Pipeline or its components, whether new, replacement, or relocation, including testing, operation, and maintenance, must be in accordance with all applicable laws, rules, regulations, codes, permit conditions, and ordinances now or hereafter imposed by any or all governmental bodies, agencies, or regulatory entities having jurisdiction over such activities, including without limitation, certificates issued by the Federal Energy Regulatory Commission (FERC), and pipeline safety regulations under 49 C.F.R. Parts 191, 192, and 199, and all other applicable state or federal pipeline safety regulations.

4.4. Maintenance Obligations Undertaken at FGT's Expense. FGT will perform the Maintenance Obligations at its own expense and in accordance with the Project Plans and to the Contract Administrator's satisfaction. FGT shall not be entitled to any compensation from County

for any of the Maintenance Obligations.

4.5. County's Prior Consent Required. All activities in furtherance of FGT's Maintenance Obligations must be performed in coordination with County and any third parties identified by the Contract Administrator. Such activities may not be initiated without Contract Administrator's prior written consent.

4.6. No Hinderance of County Operations. If FGT places any materials or equipment in, on, or under the Premises that hinder County's operations, or the operations of County's agent(s), in any way, FGT shall promptly remove any such materials or equipment upon notice provided by the Contract Administrator.

(a) Utilities. If the Premises is serviced by any utilities (including, without limitation, electricity, water, sewage, or gas), FGT shall be solely responsible for the cost of such utilities including, without limitation, costs associated with the relocation of such utilities.

(b) Irrigation. If the Premises contains an irrigation or water pump system, FGT shall maintain and repair same to its previous condition in compliance with the terms of this Agreement and all applicable rules and regulations of the applicable South Florida Water Management District.

(c) County Rules. FGT will comply with all applicable rules and regulations prescribed by County, and shall take such steps as may be reasonably necessary or directed by County to ensure that FGT's employees, agents, contractors, invitees, and guests observe these requirements. All costs associated with the construction, repair, and maintenance of the Pipeline, security fence, barriers, and access control and monitoring system, including, but not limited to, gates, signs, or locks (keying and rekeying), that are installed at any time at Premises by FGT will be borne by FGT. County reserves the right to take whatever action is necessary to rectify any security deficiency or other deficiency and charge such costs and expenses to FGT in the event FGT fails to act within a reasonable time frame after being notified by County of any such deficiency. County agrees that such rules, regulations, and policies will operate in a uniform way with respect to all persons and entities engaged at the Premises in the same or a similar class of business and handling the same commodities or materials as FGT. County shall furnish FGT a copy of such written rules, regulations, and policies upon request.

(d) Payment of Costs, Fines, or Penalties Incurred by County. If as a result of the acts or omissions of FGT, its employees, agents, contractors, invitees, or guests, County incurs any fines or penalties or any expense in enforcing the federal, state, or local regulations, then FGT agrees to pay and/or reimburse to County all such costs and expenses, including all costs of administrative proceedings, court costs, and attorneys' fees, and all costs incurred by County in enforcing this section. In addition, if as a result of the acts or omissions of FGT, its employees, agents, contractors, invitees, or guests, County's operations are disrupted or hindered, then FGT agrees to pay the costs incurred by County due to such disruption or hinderance.

(e) Continued Operational Capacity of the Premises. FGT will ensure that its operation of the Pipeline, as well as any affiliated infrastructure or equipment, and any activities of its employees, agents, or contractors on the Premises, or any other portion of Wheelabrator South Broward, do not damage, interfere with, or in any way hinder operations, infrastructure, equipment, lands, or other property on, under, or adjacent to the Premises including without limitation:

- (i) The ability of other parties to access and make use of relevant easements or other access rights granted by County;
- (ii) The operation or condition of any utility infrastructure on, under, or adjacent to the Premises, including, without limitation, any electric transmission or distribution infrastructure;
- (iii) The operation or condition of any monitoring wells, whether for monitoring groundwater, methane, or other purposes;
- (iv) The condition of any roadway, street, or other thoroughfare used in relation to the operations of Wheelabrator South Broward or by the public; or
- (v) Ongoing operations related to debris management, the ash monofil, waste-to-energy, or any other form of waste processing, management, or disposal.

Upon notice from the Contract Administrator of any such damage, interference, or hinderance, FGT shall undertake, cause to be undertaken, or cease such actions as are necessary to return the Premises to its prior condition and operational capacity.

4.7. Relocation of the Pipeline. Should it become necessary to relocate the Pipeline for reasons determined by federal, state, or local agencies having jurisdiction over the Pipeline, or at FGT's request, all expenses of deactivation and relocation of the Pipeline, including costs for associated environmental remediation, will be borne by FGT. FGT may exercise any administrative, judicial, or appellate rights available to it to challenge the determination by a federal, state, or local agency that Pipeline be relocated.

Notwithstanding the above, if removal or relocation of Pipeline is necessary as determined by County, in its sole discretion, through the Contract Administrator, FGT shall remove or relocate such Pipeline and restore the surface to grade level within one (1) year after receipt of written notice from County, all at the sole cost and expense of FGT. Any required relocation or removal of the Pipeline as necessary must be made by FGT within said time stated above. FGT agrees to accept as consideration for County's right to demand the relocation of the Pipeline and FGT's expenses associated therewith as provided in this section, and in lieu of termination of this Agreement, an alternative licensed location at Wheelabrator South Broward or other County-owned property to enable FGT to install or relocate its Pipeline to continue to transport at least the same amount of natural gas as before the required relocation or removal of the Pipeline. In such cases, the Premises as defined herein shall be redefined through an amendment to this

Agreement and, if applicable, through a new easement. During any installation, maintenance, repair, replacement, or removal of the Pipeline, both FGT and County shall use good faith efforts to ensure that each other's operations are not unreasonably interrupted.

4.8. Unapproved Alterations to Premises. If FGT takes any action or makes any omission that causes or results in alterations to the Premises (including but not limited to any materials or equipment on the Premises, the Pipeline, and any affiliated infrastructure or equipment), which alterations are not specified in the Project Plans, FGT shall, at its own expense, restore the Premises to its condition before the alterations were made or such condition as approved in writing by the Contract Administrator. If FGT fails to make such restoration within sixty (60) calendar days after County's request, County may make the restoration. If County elects to make the restoration, it will invoice FGT for the costs thereof. FGT shall pay such invoice within thirty (30) calendar days after receipt.

4.9. Damage to Premises. If FGT takes any action or makes any omission that causes or results in damage to the Premises (including but not limited to any materials or equipment on the Premises, the Pipeline, and any affiliated infrastructure or equipment), or on any other portion of Wheelabrator South Broward, FGT shall, at its own expense, repair such damage. If FGT fails to make such repair within sixty (60) calendar days after County's request, County may make the repair. If County elects to make the repair, it will invoice FGT for the costs thereof. FGT shall pay such invoice within thirty (30) calendar days after receipt.

(a) Notice of Damage. FGT shall provide the Contract Administrator with immediate verbal notice, followed by prompt written notice, of any damage to the Premises or other portion of Wheelabrator South Broward (including but not limited to any materials or equipment on the Premises, the Pipeline, and any affiliated infrastructure or equipment) or any injury to any person on the Premises or other portion of Wheelabrator South Broward.

(b) Risk of Damage. FGT shall provide the Contract Administrator with immediate verbal notice, followed by written notice, of any condition on the Premises or Wheelabrator South Broward, or of any condition related to the Pipeline, that might present a risk of damage to the Premises, Wheelabrator South Broward, or adjacent property, or which might pose a risk of injury to any person.

4.10. FGT's Agents. FGT may retain a third party to perform the Maintenance Obligations. If FGT retains a third party for such purpose(s), FGT shall enter into a written contract with the third party under which the third party must agree to perform the Maintenance Obligations in accordance with the requirements of this Agreement. FGT shall provide the Contract Administrator with a copy of any such contract(s). Notwithstanding FGT's use of any third party, FGT shall ultimately remain obligated and liable for the Maintenance Obligations. FGT may not relieve itself of any of its obligations under this Agreement by contracting with a third party.

4.11. FGT's Environmental Responsibilities and Liability. FGT shall at all times be responsible for the release or likely presence of any Hazardous Substance (as defined in Section 9.4 below) and

the associated impacts to the environment from such a release, which release was directly or indirectly caused by: (i) FGT, FGT's operations or any of FGT's employees, agents, or contractors that occurs at Wheelabrator South Broward or any other County property as of the Effective Date of this Agreement; or (ii) any trespass on Wheelabrator South Broward at any time during the term of this Agreement or at any time FGT is in possession and control of any portion of Wheelabrator South Broward, whether before or after the Effective Date of this Agreement, that is directly or indirectly caused by FGT, FGT's operations or any of FGT's employees, agents, or contractors and is in an amount that is in violation of any federal, state, County or local law, rule or regulation or in violation of an order or directive of any federal, state, or local court or governmental authority. Any such release or likely presence of any Hazardous Substance and the associated impacts to the environment, shall at the FGT's sole expense, and upon demand of County or any of its agencies or any local, state, or federal regulatory agency, be immediately contained, removed, and remediated to meet the requirements of applicable environmental laws, rules, and regulations, and to the satisfaction of the County. FGT expressly acknowledges and agrees that it is responsible for any past, present, and future environmental contamination, impairments, liabilities, or conditions of the Premises, to the extent such environmental contamination, impairments, liabilities, or conditions is caused by FGT, its predecessors, employees, agents, invitees, or contractors. In addition, FGT expressly acknowledges and agrees that it is obligated to address any contamination that is the result of the demolition of existing Pipeline and/or the result of the construction, maintenance, and operation of the Pipeline. FGT's liability includes, without limitation, damages that may result from the construction, maintenance, and operation of the Pipeline (and any affiliated infrastructure or equipment).

4.12. FGT's Obligations are Perpetual. The provisions of this Article 4 will survive the expiration or any other termination of this Agreement. In addition, FGT's Maintenance Obligations, as described herein, shall extend beyond the completion of the construction of the Pipeline, and any affiliated infrastructure, until such time as the Pipeline, and all affiliated infrastructure, are removed from the Premises and the Premises are returned to a condition acceptable to County in the Contract Administrator's sole discretion.

ARTICLE 5. RISK OF LOSS

FGT hereby acknowledges that Wheelabrator South Broward, including the Premises, is an active site on which multiple County operations occur. These operations include, without limitation, temporary debris management and/or expansion(s) of the ash monofill, which may involve the use of the ground above where the Pipeline is installed for heavy vehicle traffic, construction of temporary or permanent roadways, construction of overland drainage spillways, or other activities related to the disposal or management of waste and debris. FGT further acknowledges, and hereby agrees, that County and County's officers, agents, and employees have no liability for damage to the Pipeline, or other property owned by FGT, except to the extent caused solely by the negligence or intentional misconduct of County, its officers, agents, and employees.

All improvements not permanently affixed to the Premises shall remain the property of FGT, and all risk of loss for the improvements (whether permanently affixed or not) shall be FGT's risk

alone except to the extent caused solely by the negligence or intentional misconduct of the County, its officers, agents, and employees. However, FGT may not remove, replace, or alter any of the improvements without the Contract Administrator's written consent and any required permitting. In addition, FGT shall bear all liability resulting from or related to any material or equipment placed by FGT or its agents in, on, or under the Premises and/or Wheelabrator South Broward. FGT's liability includes, without limitation, damages to its property, including without limitation, that may result from the construction, maintenance, and operation of the Pipeline (and any affiliated infrastructure or equipment).

ARTICLE 6. TERM AND TERMINATION

6.1. This Agreement shall begin on the Effective Date and continue in perpetuity unless terminated as provided in this section.

6.2. This Agreement may be terminated for cause by County if FGT breaches any obligations under this Agreement and has not corrected the breach within sixty (60) calendar days after receipt of written notice identifying the breach. County may, at the option of the Contract Administrator, cause such breach to be corrected and invoice FGT for the costs of the correction or may terminate this Agreement. If County opts to correct the breach and invoice FGT for the costs of correction, FGT shall pay such invoice within thirty (30) calendar days after receipt. If County erroneously, improperly, or unjustifiably terminates for cause, such termination shall, at County's sole election, be deemed a termination for convenience, which shall be effective sixty (60) calendar days after such notice of termination for cause is provided.

6.3. This Agreement may be terminated for convenience by the Board. Termination for convenience by the Board shall be effective on the termination date stated in the written notice provided by County, which termination date shall not be less than sixty (60) calendar days after the date of such written notice.

6.4. This Agreement may also be terminated by the County Administrator upon such notice as the County Administrator deems appropriate if the County Administrator determines that termination is necessary to protect the public health or safety. Termination under this section shall be effective on the date County provides notice of such termination.

6.5. Upon termination of this Agreement, FGT shall peaceably surrender its use of the Premises, execute a release of the Easement, and abandon the Public Easement.

6.6. If County terminates this Agreement, FGT shall restore the Premises and all other portions of Wheelabrator South Broward that were impacted as a result of the restoration work at the Premises to its condition before the installation, relocation, or operation of the Pipeline or to such condition as approved in writing by the Contract Administrator. If FGT fails to make such restorations within sixty (60) days of termination, County may make them and then invoice FGT for the costs thereof. FGT shall pay such invoice within thirty (30) calendar days after receipt.

6.7. At the termination of this Agreement, FGT, at its expense and at the sole option of the Contract Administrator, shall either:

(a) Remove all improvements, materials and equipment (including but not limited to the Pipeline and any affiliated infrastructure or equipment) installed or placed in, on, or under the Premises and fully restore the surface to grade level and the County Property to the same condition existing immediately prior to removal of the Pipeline; or

(b) Deactivate and abandon Pipeline and segments thereof, in accordance with deactivation and abandonment specifications developed by FGT and approved in writing by the Contract Administrator, and in accordance with all applicable federal, state, and local statutes, rules, and regulations. The Contract Administrator may, as part of its approval of deactivation and abandonment specifications, require the following: (i) pressure testing of all single-walled piping in contact with the soil to ensure the tightness of the system at the time of deactivation and abandonment; and (ii) removal of all liquids and sludge from Pipeline.

FGT must commence such removal and restoration or deactivation and abandonment within sixty (60) calendar days after the expiration or termination and must proceed uninterruptedly with same to completion. In conjunction with the removal or deactivation and abandonment, FGT shall conduct, at its sole expense, an environmental assessment using the services of competent and professional consultants with expertise in the environmental assessment process approved in advance by the Contractor Administrator, to assure that its installation and operation of Pipeline have not caused contamination of the environment in contravention of any and all applicable federal, state, and local statutes, rules, and regulations. If the environmental assessment indicates that FGT's use or operation of the Pipeline has caused environmental contamination at or above the regulatory limits requiring corrective action or further assessment, FGT will take complete financial and managerial responsibility for the required corrective action and further assessment.

In addition, FGT shall be obligated to repair any damage to the Premises or Wheelabrator South Broward resulting from the removal of any improvements, materials, or equipment (including but not limited to the Pipeline and any affiliated infrastructure or equipment). If FGT fails to comply with these removal and/or repair obligations within sixty (60) days of termination, County may perform them, and then invoice FGT for the cost thereof. FGT shall pay such invoice within thirty (30) calendar days after receipt.

6.8. County shall have no obligation to compensate FGT for any loss resulting from or arising out of the termination of this Agreement.

6.9. If tree mitigation is required as a result of termination of this Agreement, FGT must obtain a Broward County Environmental Licensing and Building Permitting Division, Tree Preservation Program Agreement required by Chapter 27, Article XIV, Sections 27-401 through 27-414 of the Broward County Tree Preservation and Abuse Ordinance, as may be amended from time to time, to provide for relocation, removal, and replacement per the tree removal Agreement requirements at FGT's sole cost and expense.

6.10. Notice of termination shall be provided in accordance with Section 8 of this Agreement, except that notice of termination by the County Administrator, pursuant to Section 4.4 of this Agreement may be verbal notice that shall be promptly confirmed in writing in accordance with Section 8 of this Agreement.

6.11. The provisions of Sections 6.5, 6.6, and 6.7 will survive the expiration or earlier termination of this Agreement.

ARTICLE 7. COMPENSATION TO COUNTY

FGT shall pay or cause to be paid to County a license fee for the nonexclusive right provided under this Agreement. FGT shall pay County a one (1) time license fee in the sum of fifty thousand dollars (\$50,000) within sixty (60) days of the Effective Date.

ARTICLE 8. NOTICES

Unless otherwise expressly authorized herein, for a notice to a Party to be effective under this Agreement, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via email, to the addresses listed below and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). Addresses may be changed by the applicable Party giving notice of such change in accordance with this article.

FOR COUNTY:

Notosha Austin, Interim Director
Solid Waste & Recycling Services
1 North University Drive, Suite 400
Plantation, FL 33324-2038
Email: naustin@broward.org

FOR FGT:

Florida Gas Transmission Company, LLC
Attn: Terry Coleman
2301 Lucien Way, Suite 200
Maitland, FL 32751
E-mail address: terry.coleman@energytransfer.com

ARTICLE 9. INDEMNIFICATION

9.1. FGT will, at its sole cost and expense, indemnify, hold harmless, and defend (“Indemnification Obligations”) County and County’s current, past, and future officers, agents, and employees (each, an “Indemnified Party”), to the maximum extent permitted by law, from and against any and all causes of action, demands, claims, counterclaims, third-party claims, administrative actions, damages of any kind (including but not limited to damages caused by FGT’s construction activities, arising out of the performance or failure to perform the

Maintenance Obligations, any personal injury or bodily harm, incidental damages, and/or consequential damages), destruction, losses, liabilities, costs (including, without limitation, costs of assessments, investigation, clean up, and/or remediation), and expenditures of any kind, including but not limited to attorneys' fees, court costs, and expenses, including through the conclusion of any appellate proceedings, for the matters described in Sections 9.2 and 9.3 below (each a "Claim").

9.2. FGT must fulfill the Indemnification Obligations to each Indemnified Party, regardless of whether the Indemnified Party allegedly or actually was, directly or indirectly, a partial cause of the Claim, for any Claims arising from, relating to, or in connection with, any or all of the following:

(a) any alleged, threatened, or actual presence or release of any Hazardous Substances (defined below) in, on, above, or under Wheelabrator South Broward or from the Pipeline;

(b) any actual, proposed, or threatened use, treatment, storage, holding, existence, disposition, discharge, or other release, generation, production, manufacturing, processing, refining, control, management, containment, abatement, removal, handling, or transfer of any Hazardous Substances located in, under, on, or above Wheelabrator South Broward, or transportation of any Hazardous Substances to or from Wheelabrator South Broward;

(c) any actual or proposed assessment, clean up, and/or remediation of any Hazardous Substances at any time located in, under, on, or above Wheelabrator South Broward, whether or not such assessment, clean up, and/or remediation is voluntary or pursuant to court or administrative order, including any resulting or required clean up, control, management, containment, abatement, removal, remedial, or corrective action;

(d) the imposition, recording, or filing or the threatened imposition, recording, or filing of any environmental lien encumbering Wheelabrator South Broward or any portion thereof; or

(e) any past, present, or threatened injury to, destruction of, or loss of natural resources relating to the construction, use, operation, or maintenance on or of Wheelabrator South Broward, the Premises, or the Pipeline including, without limitation, claims for damages, contribution, costs to investigate and assess such injury, destruction, or loss.

9.3. FGT must fulfill its Indemnification Obligations to each Indemnified Party for Claims that are caused or alleged to be caused, in whole or in part, by any act or omission of FGT, its officers, employees, agents, or contractors acting on behalf of FGT for any Claims, including, but not limited to, those arising from, relating to, or in connection with one or more of the following:

(a) any actual or threatened breach of any obligation contained within or undertaken as a result of this Agreement or in connection with Wheelabrator South Broward, the Pipeline, or the Premises;

(b) any failure to obtain or to comply with any provision or material obligation contained within, or undertaken as a result of, any permits, licenses, or other authorizations issued to FGT in relation to the Pipeline or Premises;

(c) any intentional, reckless, or negligent act or omission;

(d) arranging for storage, handling, treatment, disposal, or transport of Hazardous Substances to, from, or at any facility or incineration vessel containing such or similar Hazardous Substances; or

(e) any past, present, or threatened noncompliance with or violation of: (i) any laws, including, without limitation, those pertaining to environmental protection or public safety, Chapter 27 of the Broward County Code of Ordinances, Chapters 376, 377, or 403, Florida Statutes, Fla. Admin. Code Chapters 25-12 and 62-701 through 62-807, the Toxic Substances Control Act, 15 U.S.C. § 2601, et seq., the Clean Water Act, 33 U.S.C. § 1321, et seq., the Oil Pollution Act, 33 U.S.C. § 2701, et seq., the Safe Drinking Water Act, 42 U.S.C. § 1251 et seq., the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. § 6901, et seq., the Clean Air Act, 42 U.S.C. § 7401 et seq., the Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA"), 42 U.S.C. § 9601, et seq., the Hazardous Materials Transportation Act, 49 U.S.C. § 1801 et seq., the Fixing America's Surface Transportation ("FAST") Act, Hazardous Liquid Pipeline Act of 1979, Hazardous Materials Transportation Safety Improvement Act of 2012, Moving Ahead for Progress in the 21st Century Act ("MAP-21"), Natural Gas Pipeline Safety Act of 1968, Pipeline Inspection, Protection, Safety and Enforcement Act ("PIPES") Act of 2006, Pipeline Safety Improvement Act of 2002, Pipeline Safety, Regulatory Certainty, and Job Creation Act of 2011, Protecting Our Infrastructure of Pipelines Enhancing Safety ("PIPES") Act of 2016, Protecting Our Infrastructure of Pipelines and Enhancing Safety ("PIPES") Act of 2020, 40 C.F.R. Parts 1 through 1099, 49 C.F.R. Parts 100 through 199, 49 C.F.R. § 172.101; (ii) any ordinance, regulation, standard, condition, requirement, permit, license, or authorization; or (iii) any order of any governmental authority.

9.4. For the purposes of this Agreement, "Hazardous Substances" means: (i) any oil, natural gas, or other substance or material transported by FGT through the Pipeline or other infrastructure or equipment, including any other substance or material transported by FGT through Wheelabrator South Broward by vehicle; or (ii) any other substance, waste, constituent, or material that is determined hazardous, toxic, corrosive, reactive, ignitable, explosive, radioactive, infectious, carcinogenic, teratogenic, or mutagenic, or that is prohibited, pursuant to state or federal law or by the United States Environmental Protection Agency at any time; or (iii) otherwise poses a threat to public health or safety.

9.5. If any Claim is brought against an Indemnified Party, FGT must, at its own expense, upon written notice from County defend each Indemnified Party against each such Claim by counsel satisfactory to County, or, at the option of County, pay for an attorney selected by the County Attorney to defend the Indemnified Party.

9.6. If FGT contracts with a third party to perform any of their obligations under this Agreement, FGT must enter into written agreements with such third parties, which contracts are required to include an indemnification provision by such third party in favor of the Indemnified Party using the language provided in this Article.

9.7. FGT agrees this indemnification provision shall include all costs directly or indirectly related to any pollution or environmental cleanup, which may or may not specifically be excluded from FGT's pollution/environmental liability coverage, which coverage is required by this Agreement.

9.8. The obligations of this Article shall survive the termination of this Agreement.

ARTICLE 10. INSURANCE

10.1. Throughout the duration of the Agreement, FGT shall, at its sole expense, maintain the minimum insurance coverages stated in **Exhibit B** in accordance with the terms and conditions of this article. FGT shall maintain insurance coverage against claims relating to any act or omission by FGT, its agents, representatives, employees, or Subcontractors in connection with this Agreement. County reserves the right at any time to review and adjust the limits and types of coverage required under this article.

10.2. FGT shall ensure that "Broward County" is listed and endorsed as an additional insured as stated in **Exhibit B** on all policies required under this article.

10.3. On or before the Effective Date or at least fifteen (15) days prior to commencement of the Maintenance Obligations, as may be requested by County, FGT shall provide County with a copy of all Certificates of Insurance or other documentation sufficient to demonstrate the insurance coverage required in this article. If and to the extent requested by County, FGT shall provide all required endorsements within thirty (30) days after County's request. In the event of a claim, FGT shall provide, within thirty (30) days after receipt of a written request from County, a copy of the policies providing the coverage required by this Agreement. FGT may redact portions of the policies that are not relevant to the insurance required by this Agreement.

10.4. FGT shall ensure that all insurance coverages required by this article remain in full force and effect without any lapse in coverage throughout the duration of the Agreement. FGT or its insurer shall provide notice to County of any cancellation or modification of any required policy at least thirty (30) days prior to the effective date of cancellation or modification, and at least ten (10) days prior to the effective date of any cancellation due to nonpayment, and shall concurrently provide County with a copy of its updated Certificates of Insurance evidencing continuation of the required coverage(s).

10.5. All required insurance policies must be placed with insurers or surplus line carriers authorized to conduct business in the State of Florida with an A.M. Best rating of A- and a financial size category class VII or greater, unless otherwise acceptable to County's Risk Management Division.

10.6. If FGT maintains broader coverage or higher limits than the insurance requirements stated in **Exhibit B**, County shall be entitled to all such broader coverages and higher limits. All required insurance coverages shall provide primary coverage and not require contribution from any County insurance, self-insurance, or otherwise, which shall be in excess of and shall not contribute to the required insurance provided by FGT.

10.7. FGT shall declare in writing any self-insured retentions or deductibles over the limit(s) prescribed in **Exhibit B** and submit to County for approval at least fifteen (15) days prior to the Effective Date or commencement of the Maintenance Obligations. FGT shall be solely responsible for and shall pay any deductible or self-insured retention applicable to any claim against County. County may, at any time, require FGT to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. FGT agrees that any deductible or self-insured retention may be satisfied by either the named insured or County, if so elected by County, and FGT agrees to obtain same in endorsements to the required policies.

10.8. Unless prohibited by the applicable policy, FGT waives any right to subrogation that any of FGT's insurer may acquire against County, and agrees to obtain same in an endorsement of FGT's insurance policies.

10.9. FGT shall require that each subcontractor maintains insurance coverage in its sole judgement that adequately covers the Maintenance Obligations provided by that subcontractor. FGT shall ensure that all such subcontractors comply with these requirements and that "Broward County" is named as an additional insured under the subcontractors' applicable insurance policies. FGT shall not permit any subcontractor to provide the Maintenance Obligations unless and until all applicable requirements of this article are satisfied. FGT shall be responsible for any deficiency in a subcontractor's insurance coverage.

10.10. If FGT or any subcontractor fails to maintain the insurance required by this Agreement, County may pay any costs of premiums necessary to maintain the required coverage and deduct such costs from any payment otherwise due to FGT. If requested by County, FGT shall provide, within one (1) business day, evidence of each subcontractor's compliance with this article.

10.11. If any of the policies required under this article provide claims-made coverage: (i) any retroactive date must be prior to the Effective Date; (ii) the required coverage must be maintained after termination or expiration of the Agreement for at least the duration stated in **Exhibit B**, and (iii) if coverage is canceled or nonrenewed and is not replaced with another claims-made policy form with a retroactive date prior to the Effective Date, FGT must obtain and maintain "extended reporting" coverage that applies after termination or expiration of the Agreement for at least the duration stated in **Exhibit B**.

ARTICLE 11. MISCELLANEOUS

11.1. No Agency or Other Relationship with County. In its performance of the Maintenance Obligations or other obligations provided for in this Agreement, neither FGT nor its agents shall act as officers, employees, or agents of County. FGT has no power or right to bind County to any obligation not expressly undertaken by County under this Agreement.

11.2. Sovereign Immunity. Except to the extent sovereign immunity may be deemed waived by entering into this Agreement, nothing herein is intended to serve as a waiver of sovereign immunity by County nor shall anything included herein be construed as consent by County to be sued by third parties in any matter arising out of this Agreement.

11.3. Third-Party Beneficiaries. Neither FGT nor County intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

11.4. Assignment and Performance. Neither this Agreement nor any right or interest in it may be assigned, transferred, or encumbered by FGT without the prior written consent of County, which consent may be withheld in County's sole discretion. Any assignment, transfer, or encumbrance in violation of this section shall be void and ineffective, constitute a breach of this Agreement, and permit County to immediately terminate this Agreement, in addition to any other remedies available to County at law or in equity.

11.5. Warranty of Quality of Performance. FGT represents that each person and entity that will perform the Maintenance Obligations or other services under this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and is sufficiently experienced and skilled in the area(s) for which such person or entity will render services. FGT agrees that all such services will be performed in a skillful and respectful manner, and that the quality of all such services will equal or exceed prevailing industry standards for the provision of such services.

11.6. Materiality and Waiver of Breach. Each requirement, duty, and obligation set forth in this Agreement was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth in this Agreement is substantial and important to the formation of this Agreement, and each is, therefore, a material term. County's failure to enforce any provision of this Agreement will not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach will not be deemed a waiver of any subsequent breach and will not be construed to be a modification of this Agreement. To be effective, any waiver must be in writing signed by an authorized signatory of the Party granting the waiver.

11.7. Compliance with Laws. FGT shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

11.8. Entire Agreement. Except as provided in the Easement of even date herewith, which shall be recorded concurrently with this Agreement in the public records of Broward County, Florida, this Agreement constitutes the entire agreement between the Parties with respect to its subject matter. It may not be modified or terminated except as provided in this Agreement. If any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

11.9. Joint Preparation. This Agreement has been jointly prepared by the Parties and will not be construed more strictly against either Party.

11.10. Interpretation. The titles and headings contained in this Agreement are for reference purposes only and do not affect in any way the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter," refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Agreement, such reference is to the section or article as a whole, including all of the subsections thereof, unless the reference is made to a particular subsection or subparagraph of such section or article. Any reference to "days" means calendar days, unless otherwise expressly stated.

11.11. Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached to, referenced by, or incorporated in this Agreement and any provision of Articles 1 through 11 of this Agreement, the provisions contained in Articles 1 through 11 shall prevail and be given effect.

11.12. Law, Jurisdiction, Venue, Waiver of Jury Trial. This Agreement will be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **EACH PARTY HEREBY EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

11.13. Amendments. No modification, amendment, or alteration of any portion of this Agreement is effective unless contained in a written document executed with the same or similar formality as this Agreement and by duly authorized representatives of the Parties.

11.14. Incorporation by Reference. Any and all Recital clauses stated above are true and correct and are incorporated in this Agreement by reference. The attached Exhibits are incorporated into and made a part of this Agreement.

11.15. Representation of Authority. Each individual executing this Agreement on behalf of a Party represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such Party and does so with full legal authority.

11.16. Counterparts and Multiple Originals. This Agreement may be executed in multiple originals, and may be executed in counterparts, whether signed physically or electronically, each of which will be deemed to be an original, but all of which, taken together, will constitute one and the same agreement.

11.17. Nondiscrimination. No Party to this Agreement may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement.

11.18. Time of the Essence. Time is of the essence for FGT's performance of all obligations under this Agreement.

11.19. Recording of Agreement. FGT and County agree that a copy of this Agreement shall be recorded in the Public Records of Broward County, Florida. FGT, at its own expense, shall record this fully executed Agreement in its entirety in the public records of Broward County, Florida. The covenants, rights, and obligations contained in this Agreement shall be construed to be covenants running with the Premises as described in the Easement, with respect to the interests of the Parties and their successors in interest until this Agreement terminates, and any grant, transfer or conveyance of interest in this Agreement by either Party shall be and hereby is conditioned upon the assumption of all privileges and obligations hereunder by the grantee, transferee, or other successor in interest.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the ____ day of _____, 20__, Florida Gas Transmission Company, LLC signing by and through its _____, authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, by and through
its Board of County Commissioners

Broward County Administrator, as
ex officio Clerk of the Broward County
Board of County Commissioners

By _____
Mayor/Vice-Mayor
____ day of _____, 20__

Approved as to form by
Andrew J. Meyers
Broward County Attorney
115 South Andrews Avenue, Suite 423
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600

By _____
Matthew Haber (Date)
Assistant County Attorney

By _____
Nathaniel Klitsberg (Date)
Senior Assistant County Attorney

**USE, PERPETUAL MAINTENANCE, AND REPAIR AGREEMENT BETWEEN BROWARD COUNTY
AND FLORIDA GAS TRANSMISSION COMPANY, LLC, FOR NATURAL GAS PIPELINE AT
WHEELABRATOR SOUTH BROWARD**

FGT

WITNESSES:

Florida Gas Transmission Company,
LLC

Signature

By: _____

Print Name of Witness above

Print Name

Signature

Print Title

Print Name of Witness above

____ day of _____, 202__

STATE OF)
)
COUNTY OF)

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this _____ day of _____, 20__, by _____, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

NOTARY PUBLIC:
Signature: _____
Print Name: _____
State of Florida at Large (Seal)

My commission expires:

**Exhibit A
Easement**

Return to:
Broward County Solid Waste &
Recycling Services
1 North University Drive
Plantation, Florida 33324

Prepared and approved as to form by:
Christina A. Blythe
Broward County Attorney's Office
115 S Andrews Avenue, Room 423
Fort Lauderdale, Florida 33301

Folio Number: 5041-2520-0020

EASEMENT AGREEMENT

This Easement ("Easement Agreement") is made this ____ day of _____, 20__ ("Effective Date"), by Broward County, a political subdivision of the State of Florida ("Grantor"), whose address is Governmental Center, 115 South Andrews Avenue, Fort Lauderdale, Florida 33301, in favor of Florida Gas Transmission Company, LLC, a Delaware limited liability company ("Grantee"), whose address is 2301 Lucien Way, Suite 200, Maitland, Florida 37251. Grantor and Grantee are hereinafter referred to collectively as the "Parties," and individually referred to as a "Party."

(Wherever used herein the terms, "Grantor" and "Grantee" shall include heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations wherever the context so admits or requires).

RECITALS

- A. Grantor is the fee simple owner of the following property located in Broward County, Florida ("Property"):

**See Exhibit A with accompanying sketch of description attached hereto
and made a part hereof**

- B. Pursuant to the Route 441 Resource Recovery Site Plat recorded in Plat Book 132, Page 41, of the Official Records of Broward County, Florida, Grantor granted to the public a 40' oil/gas easement for the installation of a gas pipeline or pipelines ("Public Gas Easement").
- C. To facilitate the installation and relocation of Grantee's pipeline, which portions of Grantee's pipeline fall outside of the Public Gas Easement, Grantee desires a nonexclusive and perpetual easement over, across, under, and through the Easement Area, as defined in Section 2, to construct, maintain, and operate a gas pipeline or pipelines above and below ground ("Easement").

D. Grantor and Grantee have entered into a certain use, perpetual maintenance, and repair agreement of even date herewith to set forth the terms of the installation and maintenance of Grantee's pipeline or pipelines through the Easement Area ("Maintenance Agreement"), which Maintenance Agreement shall be recorded concurrently with this Easement Agreement in the public records of Broward County, Florida.

E. Grantor is willing to grant the Easement to Grantee under the terms herein.

NOW, THEREFORE, for and in consideration of the mutual terms and conditions contained herein, and the sum of one dollar (\$1.00), and other good and valuable consideration, the sufficiency of which are hereby acknowledged, Grantor hereby declares as follows:

1. The recitals set forth above are true and accurate, and fully incorporated by reference herein.
2. Grantor hereby grants unto Grantee, its licensees, agents, and independent contractors, the Easement together with any incidental or necessary appurtenances thereto ("Easement Area"), which Easement Area is further described in **Exhibit A** attached hereto and made a part hereof. This Easement includes the right of ingress and egress over the Property, Easement Area, and adjacent property owned by Grantor to facilitate the rights granted herein and includes the perpetual right and privilege for and to construct, install, maintain, operate, inspect, patrol, test, repair, dewater, alter, substitute, relocate, resize, replace and remove a single, underground transmission pipeline system for the transportation of natural gas, together with above-ground, surface and subsurface appurtenances thereto, including, but not limited to markers, electronic and communications equipment used in connection with the pipeline, cathodic, lightning, and other protection systems and components, equipment, facilities and apparatus, piping, fittings, and fences or other protective devices, valves, water and utility cables and pipes, and such other improvements as are reasonably necessary in connection with the transportation of natural gas by means of the pipeline system, on, under, above, across, within and through the Easement Area.
3. Grantee shall construct, maintain, and repair its pipeline(s) and all appurtenances thereto ("Grantee's Facilities") in a safe manner and condition and comply with any and all applicable local, state, and federal laws, rules, and regulations. Grantee's right to construct and maintain Grantee's Facilities shall not unreasonably interfere with Grantor's construction and maintenance of its facilities on the Property, which may include, without limitation, the construction and maintenance of temporary or permanent roadways and overland drainage spillways across the Easement Area and Grantor's use of the Property as a landfill which may include, without limitation,

the operation of heavy equipment across the Easement Area and other activities related to the disposal and management of waste and debris.

4. Grantee shall, at its sole cost and expense, restore the surface of the Easement Area to the same condition which existed prior to the commencement of Grantee's access, maintenance, or repair to the Easement Area, including but not limited to the repair of any access roads, fences, drainage, irrigation systems, trees, shrubbery, or buildings, and shall discharge any water that is used to construct, test, or maintain Grantor's pipeline(s) in accordance with all applicable laws and regulations and at such location as is designated by the Grantor. Notwithstanding, Grantee shall, with Grantor's prior written consent, have the right to cut or clear trees, bush, or other obstructions within the Easement Area that might interfere with operation or maintenance of Grantee's Facilities. Grantee shall comply with the obligations set forth in the Maintenance Agreement, as may be amended from time to time.
5. Grantor agrees that no obstructions that would interfere with the maintenance or operation of Grantee's Facilities and with Grantee's use of the Easement Area pursuant to the Easement may be placed in the Easement Area without Grantee's prior consent.
6. Grantor retains the right to engage in any activities on, over, under, across, or through the Easement Area and shall, for its own purpose, utilize the Property in any manner that does not unreasonably interfere with the Easement. Grantor's use of the Property shall include, but not be limited to, the construction and maintenance of Grantor's facilities including, without limitation, the construction and maintenance of temporary or permanent roadways and overland drainage spillways across the Easement Area and the use of Grantor's Property as a landfill including, without limitation, the operation of heavy equipment across the Easement Area and other activities related to the disposal and management of waste and debris.
7. This Easement Agreement may be amended, altered, or modified only by written agreement between the Parties, or their heirs, assigns, or successors-in-interest, which shall be recorded in the public records of Broward County, Florida.
8. This Easement Agreement shall run with the land and shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, successors, and assigns.
9. This Easement Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The Parties agree and accept that jurisdiction of any controversies or legal problems arising out of this Easement Agreement, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the state courts of the Seventeenth Judicial Circuit in Broward County, Florida, and venue for litigation arising out of this

Easement Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either Party may claim by virtue of residency or other jurisdictional device.

10. Grantee, at its own expense, shall record this fully executed Easement Agreement in its entirety in the public records of Broward County, Florida.

[The remainder of this page is intentionally left blank]

IN WITNESS WHEREOF, the Parties have signed and sealed this Easement Agreement on the respective dates under their signature and certify that they have the authority to execute this Easement Agreement.

GRANTOR

<p>ATTEST:</p> <p>_____</p> <p>Broward County Administrator, as ex officio Clerk of the Broward County Board of County Commissioners</p>	<p>BROWARD COUNTY, by and through its Board of County Commissioners</p> <p>By _____</p> <p align="center">Mayor</p> <p>____ day of _____, 2022</p>
	<p>Approved as to form by Andrew J. Meyers Broward County Attorney 115 South Andrews Avenue, Suite 423 Fort Lauderdale, Florida 33301 Telephone: (954) 357-7600 Telecopier: (954) 357-7641</p> <p>By _____</p> <p>Christina Blythe (Date) Assistant County Attorney</p> <p>By _____</p> <p>Annika Ashton (Date) Deputy County Attorney</p>

GRANTEE

FLORIDA GAS TRANSMISSION COMPANY, LLC

By: _____
Authorized Signer

Print Name and Title

_____ day of _____, 20____

WITNESS/ATTEST:

Corporate Secretary or other witness

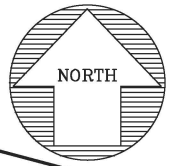
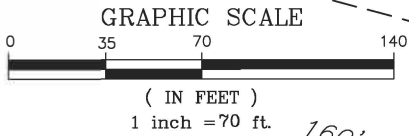
CAB/sr
Easement -FGT
10/03/2022
#613666v1

**EXHIBIT A
EASEMENT
[Attached]**

**SKETCH AND DESCRIPTION
EASEMENT**

SURVEY PROJECT NO. 2021-022

**"ROUTE 441 RESOURCE RECOVERY SITE", PLAT BOOK 132, PAGE 41, BCR
SECTION 24, TWP 50S, RNG 41E & SECTION 19, TWP 50S, RNG 42E**



**S75°09'36"E
20.84'**

40' OIL/GAS EASEMENT
(PB 132, PG 41, BCR)

160' FLORIDA POWER
& LIGHT RIGHT-OF-WAY
(DB 804, PG 548, BCR)
(DB 813, PG 334, BCR)

20' FLORIDA POWER
& LIGHT EASEMENT
(ORB 14901, PG 258, BCR)

SECTION LINE
N03°10'59"W

**SUBJECT PROPERTY
(AREA = +/- 9,530 SF
+/- 0.2188 ACRES)**

**PARCEL "B"
"ROUTE 441 RESOURCE RECOVERY SITE"
PB 132, PG 41, BCR**

EAST LINE OF SE 1/4 SECTION 24,
TWP 50S, RNG 41E

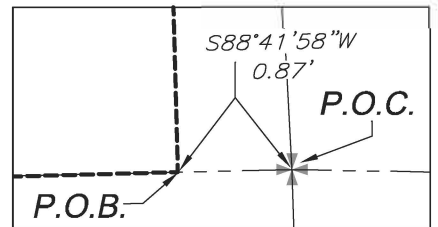
N01°31'13"W 479.41'

S01°31'13"E 473.62'

**PARCEL "B"
"ROUTE 441 RESOURCE RECOVERY SITE"
PB 132, PG 41, BCR**

260' FLORIDA POWER & LIGHT
COMPANY EASEMENT
(ORB 14901, PG 258, BCR)

DETAIL



(NOT TO SCALE)

30' GAS EASEMENT
ORB 3479, PG 240, BCR

**P.O.C.
SOUTHEAST CORNER
SECTION 24, TWP
50S, RNG 41E**

SECTION LINE
S88°41'58"W
(BASIS OF BEARINGS)

**S88°41'58"W
20.00'**

SOUTH LINE OF SE
1/4 SECTION 24,
TWP 50S, RNG 41E

SOUTH LINE OF SE
1/4 SECTION 24,
TWP 50S, RNG 41E

FLORIDA POWER
& LIGHT EASEMENT
(PB 132, PG. 41, BCR)

RELEASED 8/30/2021
(INSTRUMENT NO.:
117545313, BCR)

FLORIDA POWER & LIGHT EASEMENT
(DB 804, PG 548, BCR)

SEE SHEET 2 OF 2 FOR LEGAL DESCRIPTION, LEGEND AND SURVEYOR'S NOTES ATTACHED HERETO AND MADE A PART THEREOF.

SHEET 1 OF 2

HIGHWAY CONSTRUCTION AND ENGINEERING DIVISION

1 UNIVERSITY DRIVE, SUITE 300 - PLANTATION, FLORIDA 33324-2038

Phone # (954) 577-4555

SKETCH AND DESCRIPTION

SURVEY PROJECT NO. 2022-040

PORTION OF PARCEL B
"ROUTE 441 RESOURCE RECOVERY SITE", PLAT BOOK 132, PAGE 41, BCR
SECTION 24, TWP 50S, RNG 41E & SECTION 19, TWP 50S, RNG 42E

LEGEND

- P.O.B. = POINT OF BEGINNING
- PB = PLAT BOOK
- ORB = OFFICIAL RECORDS BOOK
- PG = PAGE
- DB = DEED BOOK
- BCR = BROWARD COUNTY RECORDS
- TWP = TOWNSHIP
- RNG = RANGE
- SF = SQUARE FEET
- P.O.C. = POINT OF COMMENCING

DESCRIPTION

A PORTION OF PARCEL "B", "ROUTE 441 RESOURCE RECOVERY SITE", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 132, PAGE 41 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, AND LYING IN SECTION 24, TOWNSHIP 50 SOUTH, RANGE 41 EAST AND SECTION 19, TOWNSHIP 50 SOUTH, RANGE 42 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 24, THENCE S 88°41'58" W, ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 24, A DISTANCE OF 0.87 FEET TO THE POINT OF BEGINNING; THENCE, CONTINUE ALONG SAID LINE, S 88°41'58" W, A DISTANCE OF 20.00 FEET; THENCE N 01°31'13" W, A DISTANCE OF 479.41 FEET TO A POINT ON THE SOUTH LINE OF AN EXISTING 40.00 FOOT WIDE OIL AND GAS EASEMENT ACCORDING TO SAID PLAT OF "ROUTE 441 RESOURCE RECOVERY SITE"; THENCE S 75°09'36" E, ALONG SAID LINE, A DISTANCE OF 20.84 FEET; THENCE S 01°31'13" E, A DISTANCE OF 473.62 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING, AND BEING IN BROWARD COUNTY, FLORIDA AND CONTAINING 9,530 SQUARE FEET OR 0.2188 ACRES, MORE OR LESS.

SURVEYOR'S NOTES

- 1) THE LAND "DESCRIPTION" HEREON WAS PREPARED BY THE REVIEWING SURVEYOR.
- 2) BEARINGS SHOWN ARE HEREON BASED ON THE "STONER/KEITH RESURVEY NO.III" AS RECORDED IN MISCELLANEOUS MAP BOOK 5, PG 9 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA. THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 24, RANGE 50 SOUTH, TOWNSHIP 41 EAST BEARS S 88°41'58" W AS SHOWN THEREON.

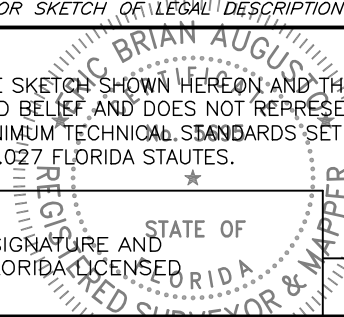
SEE SHEET 1 OF 2 FOR SKETCH OF LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART THEREOF.

SHEET 2 OF 2

CERTIFICATE

THIS IS TO CERTIFY THAT THE SKETCH SHOWN HEREON AND THE ATTACHED DESCRIPTION ARE ACCURATE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND DOES NOT REPRESENT A FIELD SURVEY. I FURTHER CERTIFY THAT THIS SKETCH AND DESCRIPTION MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH UNDER (CHAPTER 5J-17 FLORIDA ADMINISTRATIVE CODE) PURSUANT TO CHAPTER 472.027 FLORIDA STATUTES.

NOT VALID WITHOUT THE SIGNATURE AND THE RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER



PROFESSIONAL SURVEYOR AND MAPPER #5695, STATE OF FLORIDA
ERIC B AUGUSTO
BROWARD COUNTY SURVEYOR

DATE OF SKETCH 9/21/2022	DRAWN BY M. NOTTINGHAM	CHECKED BY EBA	MANAGER EBA
-----------------------------	---------------------------	-------------------	----------------

SKETCH NO. 2022-040 LEGAL.DWG

HIGHWAY CONSTRUCTION AND ENGINEERING DIVISION

1 UNIVERSITY DRIVE, SUITE 300 — PLANTATION, FLORIDA 33324-2038 Phone # (954) 577-4555

Exhibit B Minimum Insurance Coverages

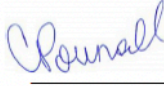
INSURANCE REQUIREMENTS

Project: Use, Maintenance, and Repair Agreement for Florida Gas Transmission
Agency: Solid Waste and Recycling Services

TYPE OF INSURANCE	ADDL INSD	SUBR WVD	MINIMUM LIABILITY LIMITS		
				Each Occurrence	Aggregate
GENERAL LIABILITY - Broad form <input checked="" type="checkbox"/> Commercial General Liability <input checked="" type="checkbox"/> Premises-Operations <input checked="" type="checkbox"/> XCU - Explosion/Collapse/Underground <input checked="" type="checkbox"/> Products/Completed Operations Hazard <input checked="" type="checkbox"/> Contractual Insurance <input checked="" type="checkbox"/> Broad Form Property Damage <input checked="" type="checkbox"/> Independent Contractors <input checked="" type="checkbox"/> Personal Injury Per Occurrence or Claims-Made: <input checked="" type="checkbox"/> Per Occurrence <input type="checkbox"/> Claims-Made Gen'l Aggregate Limit Applies per: <input type="checkbox"/> Project <input type="checkbox"/> Policy <input type="checkbox"/> Loc. <input type="checkbox"/> Other _____	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Bodily Injury		
			Property Damage		
			Combined Bodily Injury and Property Damage	\$2,000,000	\$4,000,000
			Personal Injury		
			Products & Completed Operations		
AUTO LIABILITY <input checked="" type="checkbox"/> Comprehensive Form <input checked="" type="checkbox"/> Owned <input checked="" type="checkbox"/> Hired <input checked="" type="checkbox"/> Non-owned <input checked="" type="checkbox"/> Any Auto, If applicable <i>Note: May be waived if no driving will be done in performance of services/project.</i>			Bodily Injury (each person)		
			Bodily Injury (each accident)		
			Property Damage		
			Combined Bodily Injury and Property Damage	\$1,000,000	
<input checked="" type="checkbox"/> EXCESS LIABILITY / UMBRELLA Per Occurrence or Claims-Made: <input checked="" type="checkbox"/> Per Occurrence <input type="checkbox"/> Claims-Made <i>Note: May be used to supplement minimum liability coverage requirements.</i>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		\$25,000,000	
<input checked="" type="checkbox"/> WORKER'S COMPENSATION <i>Note: U.S. Longshoremen & Harbor Workers' Act & Jones Act is required for any activities on or about navigable water.</i>	N/A	<input checked="" type="checkbox"/>	Each Accident	STATUTORY LIMITS	
<input checked="" type="checkbox"/> EMPLOYER'S LIABILITY			Each Accident	\$1,000,000	
<input checked="" type="checkbox"/> POLLUTION/ENVIRONMENTAL LIABILITY	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Each Claim:	\$5,000,000	
			*Maximum Deductible:	\$50,000	
<input type="checkbox"/> INSTALLATION FLOATER <i>Note: Coverage must be "All Risk", Completed Value.</i>			*Maximum Deductible:	\$10,000	Completed Value
			CONTRACTOR IS RESPONSIBLE FOR DEDUCTIBLE		

Description of Operations: "Broward County" shall be listed as Certificate Holder and endorsed as an additional insured for liability, except as to Professional Liability. County shall be provided 30 days written notice of cancellation, 10 days' notice of cancellation for non-payment. Contractors insurance shall provide primary coverage and shall not require contribution from the County, self-insurance or otherwise. Any self-insured retention (SIR) higher than the amount permitted in this Agreement must be declared to and approved by County and may require proof of financial ability to meet losses. Contractor is responsible for all coverage deductibles unless otherwise specified in the agreement. For Claims-Made policies insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract of work. *Waiver of subrogation is required for Workers Compensation if any portion of the work/services will be performed on County Property.

CERTIFICATE HOLDER:
 Broward County
 115 South Andrews Avenue
 Fort Lauderdale, Florida 33301


 Digitally signed by
 COLLEEN A. POUNALL
 Date: 2022.08.30
 13:18:41 -04'00'
 Risk Management Division