

**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.

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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 14th day of October, 2022 Florida Gas Transmission Company, LLC signing by and through its VP, authorized to execute same.

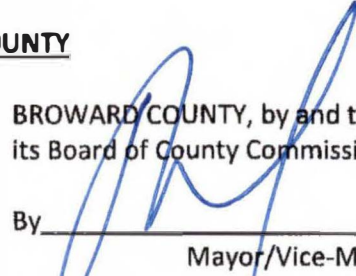
ATTEST:


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



COUNTY

BROWARD COUNTY, by and through
its Board of County Commissioners

By 
Mayor/Vice-Mayor
20th day of October, 2022

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

Matthew
By Haber Digitally signed by Matthew
Date: 2022.10.11 18:04:55
-04'00'
Matthew Haber (Date)
Assistant County Attorney

Nathaniel
By Klitsberg Digitally signed by
Date: 2022.10.17 08:52:12
-04'00'
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

Denisse Gonzalez
Signature

Denisse Gonzalez
Print Name of Witness above

Jim Johnson
Signature

Jim Johnson
Print Name of Witness above

By: David Shellhouse *for F.G.T.C.*

David Shellhouse
Print Name

Vice President Operations
Print Title

10th day of October, 2022

STATE OF Florida
COUNTY OF Orange

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 10th day of October, 2022, by DAVID SHELLHOUSE, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

NOTARY PUBLIC:

Signature: James W. Johnson
Print Name: JAMES W. JOHNSON
State of Florida at Large (Seal)



JAMES W JOHNSON
Commission # GG 289907
Expires February 18, 2023
Bonded Thru Budget Notary Services

My commission expires: 2-18-23

Exhibit A
Revocable License Area

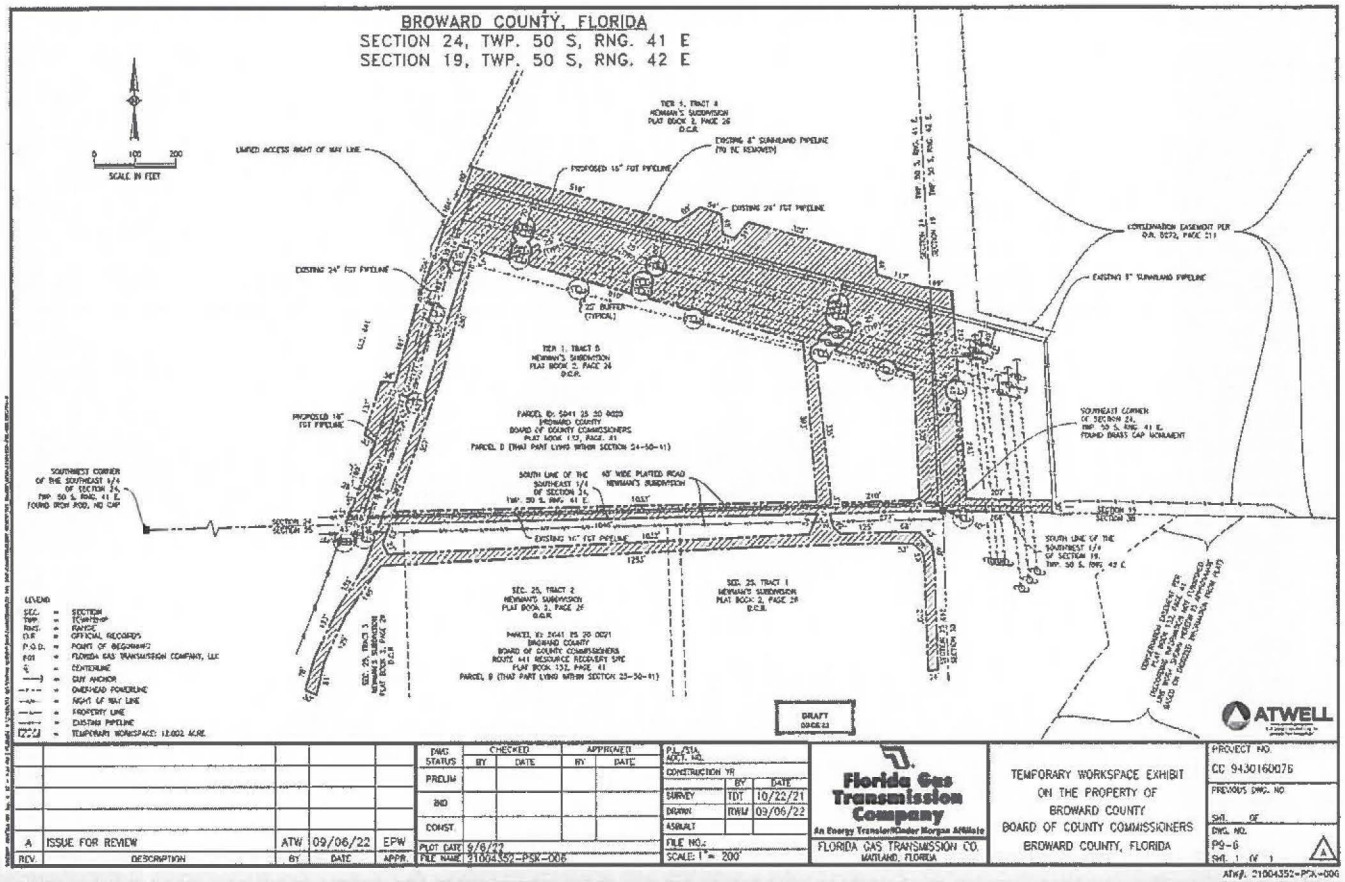


Exhibit B
Permitted Activities

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 RISK | SUBR. WYD. | 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 Personal Injury Products & Completed Operations | \$2,000,000 | \$4,000,000 |
| 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. Longshoreman & 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 checked="" 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 | | |
| <i>Description of Operations:</i> "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 13:19:42 -04'00' gement Division | | |