

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

This PIPELINE LICENSE AGREEMENT ("Agreement") is entered into by and between BROWARD COUNTY, a political subdivision of the state of Florida, acting by and through its Board of County Commissioners ("County"), and FLORIDA GAS TRANSMISSION COMPANY, LLC, a Delaware limited liability company and successor in interest to FLORIDA GAS TRANSMISSION COMPANY, a Delaware corporation, ("Licensee").

W I T N E S S E T H:

WHEREAS, the County owns and operates Fort Lauderdale-Hollywood International Airport, located in Broward County, Florida ("Airport"); and

WHEREAS, the parties acknowledge that Licensee operates and maintains a natural gas pipeline and related appurtenances within the rights-of-way owned by the County at the Airport for the purposes provided for in this Agreement; and

WHEREAS, this Agreement shall establish the terms and conditions relating to the use of the Airport for the natural gas pipeline and related appurtenances operated by Licensee at the licensed property described on **Exhibit A**, attached hereto and made a part hereof ("Property");

NOW THEREFORE, in consideration of the premises, the mutual agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

ARTICLE I
RECITALS

- 1.1 The foregoing recitals are true and correct and are hereby incorporated herein by reference.

ARTICLE II
GRANT, RESERVATION OF RIGHT TO RELOCATE

- 2.1 The County hereby grants to Licensee the privilege and non-exclusive right to install, maintain, operate, repair, replace and remove pipeline and any necessary appurtenances thereto for the transportation of natural gas under the Property owned by the County located at the Airport, which Property is more particularly

described on **Exhibit A**, attached hereto and made a part hereof, subject to the terms and conditions set forth herein. County and Licensee agree that as of the Commencement Date of this Agreement, Licensee is in the process of performing an updated survey of the Property by a licensed surveyor. Upon completion of the survey, County and Licensee agree that the updated survey shall be substituted as the replacement **Exhibit A** to this Agreement pursuant to an amendment entered into by the parties. The Director of Aviation is authorized to sign an amendment on behalf of the County which amends **Exhibit A**.

- 2.2 This License, and such pipelines or necessary appurtenances which are installed or as may be installed hereunder by Licensee, shall be used only for the purpose of serving as a carrier of natural gas.
- 2.3 Notwithstanding anything to the contrary herein contained, the County reserves the right to require the relocation of any pipeline and related appurtenances as provided for herein when such relocation is determined by the County to be necessary to accommodate other County activities, including County and any other airport tenant construction projects, or for any federal, state, County, or locally-required clean up, or on account of any other requirements of federal, state, County, or local laws. In such case, the relocation and installation of pipeline facilities and deactivation of pipeline facilities shall be at no expense to County, with all costs and expenses to be borne by Licensee, including any costs of contamination assessment and remediation. County shall not be liable for any costs associated with or resulting from Licensee's failure to comply with the provisions of this Agreement.
- 2.4 County makes no representations or warranties whatsoever as to: (i) the condition of the Property, or (ii) whether the Property, or any part thereof, is in compliance with all applicable laws and regulations; or (iii) the permitted or available uses of the Property under all applicable laws and regulations. County makes no representations or warranties, whatsoever as to the legality, permissibility or availability of any use of the Property, which may be contemplated by the Licensee. County makes no representations or warranties concerning habitability or fitness for any particular purpose. Licensee specifically obligates itself to conduct its own due diligent investigation as to the Property and the suitability thereof for Licensee's purposes. The Property and all components thereof, are hereby licensed in "**AS IS CONDITION**" and "**WITH ALL FAULTS**." The Licensee represents, acknowledges and agrees that it has had sufficient opportunity to inspect the Property, and all components thereof, and hereby accepts the Property, and all components thereof, in "**AS IS CONDITION**" and "**WITH ALL FAULTS**."

ARTICLE III
TITLE AND RESERVATION OF TITLE

- 3.1 No right, title or interest in and to the Property described in **Exhibit A** shall vest in Licensee other than the privilege of using said Property for the express purposes and under the express terms and conditions herein set forth. It is expressly understood that the fee simple interest to the Property shall remain in the County for such use and occupation as the County, its successors or assigns, may desire to make of the Property, subject only to the rights hereby given to Licensee to install, maintain, operate, repair, replace and remove said pipeline and any related appurtenances.

ARTICLE IV
TERM

- 4.1 The term of this Agreement shall commence on December 1, 2013 ("Commencement Date"), and shall terminate on November 30, 2018, or such earlier date as may be hereinafter provided ("Termination Date").

ARTICLE V
PIPELINE DESIGN, CONSTRUCTION, OPERATION AND MAINTENANCE AND
TEMPORARY USE OF SURFACE

- 5.1 Any and all existing and new pipeline and necessary appurtenances and related facilities installed by Licensee shall be designed, constructed, tested, operated and maintained in accordance with all applicable laws, rules, regulations and codes, including without limitation, the United States Department of Transportation ("USDOT") pipeline safety regulations set forth in the United States Code of Federal Regulations.
- 5.2 Licensee shall provide thirty (30) calendar days prior written notice to the Broward County Aviation Department ("Aviation Department") before commencing work at any location within the Property or at any other location on Airport property or any temporary use of the surface of the Property or other Airport property. Licensee must receive written approval of the Aviation Department prior to the commencement of any work on the Property or at any other location on Airport property. Licensee and its contractors shall conduct all operations and shall design, construct, and maintain the pipeline and related facilities at the Property (and any work described in a written notice given pursuant hereto), in a careful and prudent manner, utilizing safety practices normally followed by prudent operators under similar circumstances. The Licensee shall not unreasonably interfere with the operation, use and occupancy of Airport property, including without limitation by any tenant-occupied property at the Airport. Licensee shall not interfere with any future development of any portion of Airport property. County shall have the right to object to anything that

adversely affects its tenants or the Airport. Licensee shall bear the cost of removal and replacement of any materials or objects stored or placed by Licensee or its contractors at the Property or at any other Airport location and shall repair any damage and restore the Property or any other Airport property used by Licensee to its original condition.

- 5.3 Licensee acknowledges that Licensee is required to certify to the Public Service Commission ("PSC") that the requirements of all applicable codes will be met. In addition, Licensee must submit an uprating plan to the PSC for review. Upon submission of any request for a new or higher maximum operating pressure, Licensee shall, concurrently with such request to the PSC, notify County hereof, of its request for a new or higher maximum operating pressure.
- 5.4 Licensee acknowledges that the pipeline which is the subject of this Agreement is located on Airport property owned and operated by County. If Licensee constructs any new pipelines or replaces any, or all, of the existing pipeline, County may require Licensee to do the following:
- (a) Install the pipeline to a minimum depth of four (4) feet of cover, which is in excess of that required by the current federal regulations; or
 - (b) Protect the pipeline with a sand/cement grout mix.
 - (c) In the event that County engages in any construction in the vicinity of the pipeline, upon forty-eight (48) hours' notice, Licensee shall further mark the area with additional stakes in order to protect the integrity of the pipeline.
- 5.5 Should any pavement, railroad trackage, or other improvement be damaged or taken up in the installation, maintenance, repair, replacement or removal of the pipeline and/or related appurtenances, or should any such pavement, railroad trackage, or other improvement subside or otherwise deteriorate after such installation or repair for reasons caused by work or installation done by the Licensee in the operation, maintenance, or removal of pipeline facilities or appurtenances thereto, Licensee shall at its own expense replace or repair such pavement, railroad trackage or other improvement and restore the same to its former condition as near as is reasonably practicable.
- 5.6 This Agreement is subject to the understanding of the parties that the pipeline and related appurtenances will be installed and maintained below-ground. The County expressly reserves the right to continue to use or to allow third parties to use the surface of the Property.
- 5.7 Licensee shall not create any obstruction or conditions which are or may become dangerous to the public.

- 5.8 Licensee shall repair promptly any damage or injury to any road or highway or appurtenances and to any buildings or structures by reason of the exercise of the privileges granted in this License, and shall repair said road, highway and appurtenances thereto and all buildings and structures, restoring same to a condition at least equal to that existing immediately prior to inflicting any damage or injury, at no cost whatsoever to County, and the obligation of Licensee in this respect shall not only survive the original installation of the pipeline or damage or injury, but shall be applicable to further replacements required because of the settlement of earth or other cover materials or otherwise.
- 5.9 All brush, trimmings and other growth cut by Licensee and all earth and other material removed by Licensee and not required in replacing the excavation shall be removed and disposed of by Licensee at its own cost and expense and at no cost or expense whatsoever to County.
- 5.10 County shall have the right, at any time during the term of this Agreement, to cross the Property with other utilities, cables, roads, parking areas, runways, taxiways, pavements or railroad tracks and Licensee shall take such steps as are necessary in order to protect the pipeline and appurtenances, provided Licensee is notified pursuant to this Section 5.11. Licensee shall comment on the proposed crossing and improvements consistent with its current standard engineering and construction specifications applicable to owners or third parties seeking to install improvements adjacent to and over Licensee's pipelines. Licensee shall furnish the County with a copy of such current specifications with its response to said notice. If relocation of the pipeline or related appurtenances is necessary as determined by County, Licensee shall completely remove such pipeline and related appurtenances and restore the Property to grade level, all at the sole cost and expense of Licensee and at no cost or expense whatsoever to County. A notice in writing of its intention to install or allow the installation of said improvements shall be given by County to Licensee at least one hundred eighty (180) calendar days before such improvements shall be made. Any required changes, relocation or removal of the pipeline as necessary shall be made by Licensee within the one hundred eighty (180) calendar day period stated above.
- 5.11 During any installation, maintenance, repair, removal or relocation of pipeline and appurtenances, Licensee will ensure that air and vehicle traffic shall be continuously maintained and that Airport operations shall not be interrupted. County shall provide Licensee no less than forty-eight (48) hours prior written notice (except under emergency circumstances) of the commencement of any work authorized by County on the Property or within ten (10) feet of the Property.
- 5.12 Pursuant to the USDOT Research and Special Programs Administration's position with regard to community involvement during the Office of Pipeline Safety's approval and implementation of demonstration projects, Licensee shall

give no less than ninety (90) calendar days prior written notice to County, of Licensee's intent to include Licensee's pipeline located at the Property, in the USDOT Office of Pipeline Safety's Risk Management Demonstration Program.

ARTICLE VI
LICENSEE CONFORMANCE TO RULES AND REGULATIONS OF COUNTY

- 6.1 To the extent permitted by law, Licensee agrees to conform with and abide by such rules, regulations, and policies as may from time to time be adopted and imposed by the County with reference to installing, maintaining, operating, repairing, replacing, abandoning or removing of its pipeline and related appurtenances.
- 6.2 Licensee shall furnish County with all correspondence and compliance documents between Licensee and the USDOT Office of Pipeline Safety, and between Licensee and the PSC, as applicable, regarding planned and completed on-site pipeline safety inspection of facilities and review of procedures including copies of FINAL INSPECTION REPORTS, LETTERS OF CONCERN, WARNING LETTERS and VIOLATION NOTICES. Further, Licensee shall provide the County with copies of discharge notification reports filed with USDOT, the PSC and the Florida Department of Environmental Protection, as applicable.

ARTICLE VII
NOTICES

- 7.1 Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States mail, postage prepaid, return receipt requested, or by overnight courier with receipt acknowledgment, or by hand-delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. All notices, approvals and consents required hereunder must be in writing to be effective. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

FOR BROWARD COUNTY:

Director of Aviation
Broward County Aviation Department
2200 SW 45 Street
Suite 101
Dania Beach, Florida 33312

LICENSEE:

Right-of-Way Department
Florida Gas Transmission Company, LLC
P.O. Box 945100
Maitland, Florida 32794-5100

ARTICLE VIII
NON-EXCLUSIVE

- 8.1 The privilege granted to Licensee in this Agreement shall not be construed as precluding the County from providing like or similar privileges to others, including the right of the County, its licensees or assignees in implementing the use of any such additional licenses, to cross over or under the pipeline installed by Licensee hereunder. The granting of this license shall in no way prohibit or restrict County from itself installing or granting to other persons, firms or corporations the right to install pipelines or other utilities within the same Property covered by this Agreement.

ARTICLE IX
RIGHTS CUMULATIVE

- 9.1 The rights of the County and Licensee shall be cumulative and in addition to rights otherwise provided by the statutes and laws of the State of Florida. Failure on the part of the County or Licensee to promptly exercise any such available right shall not operate nor be construed to operate as a waiver or forfeiture of any such right.

ARTICLE X
TERMS BINDING ON SUCCESSORS AND ASSIGNS

- 10.1 Subject to Section 17.1 hereof, the provisions and terms hereof shall extend to and be binding upon the parties' successors and assigns.

ARTICLE XI
INDEMNIFICATION

- 11.1 Licensee shall at all times hereafter indemnify, hold harmless and, at the County Attorney's option, defend or pay for an attorney selected by the County Attorney to defend County, its officers, agents, servants, and employees from and against any and all causes of action, demands, claims, losses, liabilities and expenditures of any kind, including attorney fees, court costs, and expenses, caused or alleged to be caused by any intentional, negligent, or reckless act of, or omission of, Licensee, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Agreement

including, without limitation, any and all claims, losses, liabilities, expenditures, demands or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. In the event any lawsuit or other proceeding is brought against County by reason of any such claim, cause of action, or demand, Licensee shall, upon written notice from County, resist and defend such lawsuit or proceeding by counsel satisfactory to County or, at County's option, pay for an attorney selected by County Attorney to defend County. To the extent considered necessary by the Director of Aviation and the County Attorney, any sums due Licensee under this Agreement may be retained by County until all of County's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by County. The obligations of this section shall survive the expiration or earlier termination of this Agreement.

ARTICLE XII
LICENSEE'S RIGHT TO ENTER;
EMERGENCY WORK; FAA SECURITY REQUIREMENTS

- 12.1 Licensee is hereby given the right to enter upon the Property (as well as the County's adjacent property, as reasonably required) at all reasonable times, for the purpose of installing, maintaining, operating, repairing, replacing and removing the pipeline and/or related appurtenances constructed pursuant to the rights provided for by this Agreement and in accordance with Article V.
- 12.2 Notwithstanding any other provisions in this Agreement to the contrary, in the case of an emergency relating to Licensee's pipeline, Licensee shall have the right, as required by applicable federal or state pipeline safety laws and regulations, to commence emergency pipeline work on its facilities located at the Property without prior written notice to County of Licensee's intent to enter upon the Property to perform such emergency work. Licensee shall notify the County, and other appropriate public officials or governmental agencies, of such an emergency as soon as possible after the Licensee learns of the emergency condition. Licensee shall coordinate responses during an emergency with County and other appropriate public officials or governmental agencies
- 12.3 Airport Security Program and Regulations. Licensee agrees to observe all security requirements and other requirements of the Federal Aviation Regulations applicable to Licensee, including without limitation, all regulations of the United States Department of Transportation, the Federal Aviation Administration and the Transportation Security Administration, and the Licensee agrees to comply with the County's Airport Security Program and the Air Operations Area (AOA) Vehicle Access Program, and any amendments thereto, and to comply with such other rules and regulations as may be reasonably prescribed by the County, and to take such steps as may be necessary or directed by the County to insure that sublicensees, employees, invitees and

guests observe these requirements. If required by the Aviation Department, Licensee shall conduct background checks of its employees in accordance with applicable Federal Regulations. If as a result of the acts or omissions of Licensee, its sublicensees, employees, invitees or guests, the County incurs any fines and/or penalties imposed by any governmental agency, including without limitation, the United States Department of Transportation, the Federal Aviation Administration or the Transportation Security Administration, or any expense in enforcing any federal regulations, including without limitation, airport security regulations, or the rules or regulations of the County, and/or any expense in enforcing the County's Airport Security Program, then Licensee agrees to pay and/or reimburse to County all such costs and expenses, including all costs of administrative proceedings, court costs, and attorney's fees and all costs incurred by County in enforcing this provision. Licensee further agrees to rectify any security deficiency or other deficiency as may be determined as such by the County or the United States Department of Transportation, Federal Aviation Administration, the Transportation Security Administration, or any other federal agency with jurisdiction. In the event Licensee fails to remedy any such deficiency, the County may do so at the sole cost and expense of Licensee. The County reserves the right to take whatever action is necessary to rectify any security deficiency or other deficiency. The provisions hereof shall survive the expiration or any other termination of this Agreement.

12.4 Security Requirements Specific to the Airport.

- (a) Access to Security Identification Display Areas and Identification Media. The Licensee shall be responsible for requesting the Aviation Department to issue Airport Issued Identification Media to all employees who are authorized access to Security Identification Display Areas ("SIDA") on the Airport, as designated in the Airport Security Program. In addition, Licensee shall be responsible for the immediate reporting of all lost or stolen Airport Issued Identification Media and the immediate return of the media of Licensee's personnel transferred from the Airport, or terminated from the employ of the Licensee, or upon termination of this Agreement. Before an Airport Issued Identification Media is issued to an employee, Licensee shall comply with the requirements of applicable federal regulations with regard to fingerprinting for criminal history record checks and security threat assessments, and shall require that each employee complete security training programs conducted by the Aviation Department. The Licensee shall pay or cause to be paid to the Aviation Department such charges as may be established from time to time for lost or stolen Airport Issued Identification Media and those not returned to the Aviation Department in accordance with these provisions. The Aviation Department shall have the right to require the Licensee to conduct background investigations and to furnish certain data on such employees before the issuance of Airport Issued Identification Media, which data may

include the fingerprinting of employee applicants for such media.

- (b) Operation of Vehicles on the AOA. Before the Licensee shall permit any employee of Licensee or of any subconsultant/subcontractor to operate a motor vehicle of any kind or type on the AOA (and unless escorted by an Aviation Department approved escort), the Licensee shall ensure that all such vehicle operators possess current, valid, and appropriate Florida driver's licenses. In addition, any motor vehicles and equipment of Licensee or of any subconsultant/subcontractor operating on the AOA must have an appropriate vehicle identification permit issued by the Aviation Department, which identification must be displayed as required by the Aviation Department.
- (c) Consent to Search/Inspection. The Licensee agrees that its vehicles, cargo, goods and other personal property are subject to being inspected and searched when attempting to enter or leave and while on the AOA. The Licensee further agrees on behalf of itself and its subconsultant/subcontractors, that it shall not authorize any employee or other person to enter the AOA unless and until such employee or other person has executed a written consent-to-search/inspection form acceptable to the Aviation Department. Licensee acknowledges and understands that the foregoing requirements are for the protection of users of the Airport and are intended to reduce incidents of cargo tampering, aircraft sabotage, thefts and other unlawful activities at the Airport. For this reason, Licensee agrees that persons not executing such consent-to-search/inspection form shall not be employed by the Licensee or by any subconsultant/subcontractor at the Airport in any position requiring access to the AOA or allowed entry to the AOA by the Licensee or by any subconsultant/subcontractors.

- 12.5 The provisions of this Article 12 shall survive the expiration or any earlier termination of this Agreement.

ARTICLE XIII COMPENSATION TO COUNTY

- 13.1 Licensee shall pay County for the non-exclusive right to construct, operate and maintain the pipeline and related appurtenances at the Property described in **Exhibit A**, consideration in the amount of TWENTY ONE THOUSAND ONE HUNDRED TWENTY ONE AND 92/100 Dollars (\$21,121.92) annually, subject to adjustment as hereinafter provided. This annual license fee is due and payable in advance, without billing, on the first day of each "License Year" (as hereinafter defined) during the term of this Agreement. In addition, Licensee shall pay any and all applicable sales taxes on such sum. Payments received by County more than fifteen (15) calendar days after the due date shall be subject to interest at

the rate of eighteen per cent (18%) per annum on the unpaid amount. The acceptance by the County of any payment made after the due date shall not be construed as a waiver of any interest due hereunder.

- 13.2 The County and Licensee agree that the license fee established in Section 13.1 above, shall be adjusted each and every License Year commencing on the first day of the second License Year and on the first day of each License Year thereafter, as hereinafter set forth. The term "License Year" shall mean a twelve (12) month calendar period, with the first License Year commencing on the Commencement Date.
- (a) On the first day of the second License Year, and on the first day of each License Year thereafter (each such date being called an "Adjustment Date"), the annual license fee shall be adjusted as hereinafter set forth; provided, however, in no event shall the annual license fee payments be less than the total annual license fees paid during the prior License Year.
 - (b) On each Adjustment Date, the new annual license fee for the forthcoming License Year shall be equal to the greater of: (i) the product of 1.03 multiplied by the annual license fee for the prior License Year, or (ii) the product of the "CPI Factor" (as hereinafter defined) multiplied by the annual license fee for the prior License Year.
 - (c) The "CPI Factor" is a fraction, the numerator of which shall be the Index Number indicated for the month that is three (3) months prior to the Adjustment Date and the denominator of which shall be the Index Number indicated for the same month occurring in the prior calendar year.
 - (d) The Index Numbers to be employed are the index numbers of retail commodity prices designated "CONSUMER PRICE INDEX FOR ALL URBAN CONSUMERS - UNITED STATES CITY AVERAGE - ALL ITEMS" (1982-1984=100) issued by the Bureau of Labor Statistics, United States Department of Labor. The license fee and the adjustment made based upon the provisions of this paragraph shall be made solely by County. Upon determining the fee adjustment of the applicable License Year period as provided above, the County shall advise Licensee of the new license fee for such period, which shall be accompanied by evidence supporting the manner in which County determined the new adjusted license fee, which evidence shall be in sufficient detail to enable Licensee to verify County's calculations. Any publication by either the United States Department of Labor or the United States Department of Commerce in which such Index numbers are published shall be admissible in evidence in any legal or judicial proceeding involving this license without further proof of authenticity. Should the Bureau of Labor Statistics cease publishing the above-described Index, then such other Index as may be

published by the United States Department of Labor that most nearly approximates the discontinued Index shall be used in making the adjustments described above. Should the United States Department of Labor discontinue publication of an Index approximating the Index contemplated, then such Index as may be published by another United States governmental agency which most nearly approximates the Index first above referenced shall govern and be substituted as the Index to be used.

- 13.3 The Licensee shall post a security deposit with the County in an amount equal to one third (1/3) the annual license fee hereunder, plus the amount of the sales tax charge applicable thereto ("Security Deposit"). The Security Deposit shall serve as security for the payment of all monies due to County and shall also secure the performance of all obligations of Licensee to the County. The Security Deposit shall be either in the form of cash or an Irrevocable Letter of Credit ("Letter of Credit"), in form and substance satisfactory to the County. No interest shall be paid on said Security Deposit. In the event of any failure by Licensee to pay when due any fees or charges or upon any other failure to perform its obligations or other default under this Agreement, then in addition to any other rights and remedies available to County at law or in equity, County shall be entitled to draw down the full amount of the Security Deposit and apply same to all amounts owed. Upon notice of any such draw, Licensee shall immediately replace the Security Deposit with a new Letter of Credit or cash in the full amount of the Security Deposit required hereunder. The Aviation Department upon fourteen (14) calendar days' notice to the Licensee may require an increase in the amount of the Security Deposit to reflect any increases in the monies payable hereunder. In addition the Aviation Department, upon fourteen (14) calendar days' notice to the Licensee, may require an increase in the amount of the Security Deposit equal to up to the annual license fee hereunder (plus the amount of the sales tax charge applicable thereto) because of increased obligations hereunder, or if upon a review of Licensee's payment or performance history at the Airport, the Aviation Department determines an increase should be required. The Security Deposit instrument shall provide coverage from the Commencement Date and shall be kept in full force and effect throughout the term of this Agreement and for a period of six (6) months thereafter.
- (a) Any cancellation of the Security Deposit instrument without the consent of the County prior to the end of the aforesaid six (6) months following the termination of this Agreement shall be a default of this Agreement. Not less than one hundred twenty (120) calendar days prior to any expiration date of the Letter of Credit, Licensee shall submit evidence in form satisfactory to County that said security instrument has been renewed. A failure to renew the Letter of Credit, or to increase the amount of the Security Deposit, if required pursuant hereto, shall (i) entitle the County to draw down the full amount of such Security Deposit, and (ii) be a default of

this Agreement entitling County to all available remedies. The Security Deposit shall not be returned to the Licensee until all obligations under this Agreement are performed and satisfied.

- (b) Each Letter of Credit provided hereunder or under any other section or provision of this Agreement, shall be provided by a financial institution of recognized standing authorized to do business in the State of Florida. Throughout the term of the Letter of Credit, the financial institution that has issued the Letter of Credit must maintain a relationship with a financial institution having an office in Broward, Miami-Dade, or Palm Beach County, Florida at which the Letter of Credit may be presented for drawing down, and the financial institution that has issued the Letter of Credit must have been in business with a record of successful continuous operation for at least five (5) years. Each Letter of Credit shall be in form and substance satisfactory to the County.

ARTICLE XIV COMPLIANCE WITH REGULATIONS

- 14.1 Licensee agrees that it will at all times comply with and abide by all laws, ordinances, rules, regulations, and tariffs of all federal, state, County and local governmental entities and agencies having jurisdiction over the activities of Licensee, expressly including those dealing with environmental protection, at the sole expense of Licensee.
- 14.2 Licensee expressly acknowledges and agrees that it is responsible for the present environmental condition of the Property over which this license is granted, to the extent caused by Licensee, its predecessors, servants, agents or employees.
- 14.3 Nothing herein shall relieve Licensee of its general duty to cooperate with County in ascertaining the source and containing, removing and abating any environmental condition or materials. The Aviation Department shall cooperate with Licensee with respect to Licensee's obligations pursuant to these provisions, including making public records available to Licensee in accordance with Florida law. The Aviation Department and its employees, contractors, and agents, and the federal, state, local and other County agencies, and their employees, contractors, and agents, at times in accordance with all applicable laws and regulations, shall have the right to enter the Property for the purposes of inspections, testing, sampling, examinations and audits as it deems appropriate.
- 14.4 Licensee shall at all times be responsible for any environmental condition and the associated impacts to the environment from any release caused by Licensee, or by Licensee's operations, actions or facilities (any such causes being referred to as "Licensee Impact"), whether before or after the Commencement Date of this

Agreement. Any such environmental conditions and the associated impacts to the environment, shall at Licensee'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 all applicable laws and regulations.

ARTICLE XV INSURANCE REQUIREMENTS

- 15.1 Licensee shall maintain at its sole cost and expense on a primary basis the insurance coverage designated in Section 15.3 or equivalent self-insurance in accordance with the terms and conditions set forth in this Article. Coverage shall remain in continuous force and effect at all times during the term of this Agreement.
- 15.2 Should Licensee maintain a self-insurance program, for any or all insurance coverage requested, Licensee will provide information regarding its self-insurance program to County's Risk Management Division within fourteen (14) calendar days of a written request by County, including, but not limited to, the amount of the self-insured retention, the limits in excess of the self-insured retention, the carrier providing excess limits and coverage, Licensee's financial status, including without limitation, financial statements and annual report, and such other information, as County may reasonably request. Licensee shall maintain self-insurance reserves that are adequate to meet all liabilities in connection with this Agreement. Licensee's self-insurance retention must be acceptable to County's Risk Management Division, acting in good faith and taking into account ordinary and customary financial assurances to address a scope of risk reasonably commensurate with the Agreement and the insurance requirements set forth herein. In the event Licensee at any time during this Agreement shall cease to be self-insured, then in any such event, Licensee, shall provide the insurance coverage set forth in Section 15.3.
- 15.3 Such policy or policies shall be without any deductible amount (except as may be expressly authorized herein) and shall be issued by companies authorized to do business in the State of Florida with a minimum AM Best financial rating of "A-". Licensee shall be responsible for any policy deductible. Licensee shall specifically protect Broward County and the Broward County Board of County Commissioners by naming Broward County as an additional insured under its General Liability policy, Environmental Pollution Liability policy and Automobile Liability policy.
- 15.3.1 Commercial General Liability shall have minimum limits of Twenty Five Million and 00/100 Dollars (\$25,000,000.00) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability and Twenty Five Million and 00/100 Dollars (\$25,000,000.00) per aggregate.

Coverage must be afforded on a form no more restrictive than the latest edition of the Commercial General Liability as filed by the Insurance Services Office without restrictive endorsements excluding or limiting coverage for:

- i. Premises and/or Operations.
- ii. Independent Contractors or Contractor's Owners Protection Liability, which includes liability coverage for operations performed for the name of the insured by independent and/or subcontractors that are hired, and acts or omissions of the named insured in connection with his/her general supervision of such operations.
- iii. Products and/or Completed Operations.
- iv. Explosion/Collapse and Underground Hazard.
- v. Broad Form Property Damage.
- vi. Broad Form Contractual Coverage applicable to this specific Contract, including any hold harmless and/or indemnification agreement.
- vii. County is to be expressly included as an Additional Insured in the name of Broward County with respect to liability (General/Excess Umbrella) for operations performed for the name of the insured by independent and/or subcontractors that are hired, and acts or omissions of the named insured in connection with his/her general supervision of such operations.

15.3.2 Business Automobile Liability Insurance shall be provided in an amount not less than One Million and 00/100 Dollars (\$1,000,000.00) per occurrence combined single limit for property damage and bodily injury for all automobiles being driven landside, and Five Million and 00/100 Dollars (\$5,000,000.00) per occurrence combined single limit for property damage and bodily injury for all automobiles being driven airside. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy as filed by the Insurance Services Office without restrictive endorsements excluding or limiting coverage for: owned, non-owned and hired vehicles.

15.3.3 Workers' Compensation Insurance shall be provided to apply for all employees in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable federal laws. In addition, the policy(ies)

must include: Employers' Liability with a limit of One Million and 00/100 Dollars (\$1,000,000.00) each accident.

- 15.3.4 Environmental Pollution Liability shall include clean-up costs and Environmental Impairment Liability insurance coverage in the minimum amount of Five Million and 00/100 Dollars (\$5,000,000.00) per claim. Such policy shall include a Five Million and 00/100 Dollars (\$5,000,000.00) annual policy aggregate and name Broward County as additional insured.
- 15.4 All policies of insurance required herein, shall be endorsed to provide County with thirty (30) calendar days prior written notice of cancellation and/or non-renewal and/or restriction. County reserves the right to obtain a copy of any policy, as required by this Article within fourteen (14) calendar days of a written request to Licensee. Licensee may redact any material financial information from any policy requested by County. Licensee shall provide County with the required certificates of insurance within thirty (30) calendar days of the parties execution of this Agreement. Any insurance coverage that is written on a "claims made" basis must remain in force for two (2) years after the termination of this Agreement.
- 15.5 County reserves the right to review or change insurance requirements sixty (60) calendar days prior to any anniversary date of this Agreement. Licensee may also request, at least sixty (60) calendar days prior to the anniversary date of this Agreement, a review of insurance requirements in this Agreement. Such request by either party should be made in written form to the other party to the Agreement.
- 15.6 Safety Management System ("SMS"). Lessee shall report any and all incidents which have occurred on or about its Property or which have occurred anywhere on the Airport and is related to any of its operations, to the Aviation Department's Safety Manager/Risk Manager as set forth below and cooperate with any subsequent investigations in compliance with Aviation Department's SMS projects and any other requirement as set forth by FAA's SMS final order, if applicable. All incidents shall be reported in writing to the attention of the Aviation Director at 2200 SW 45th Street, Suite 101, Dania Beach, FL 33312, within twenty-four (24) hours of its occurrence. Additionally and simultaneously, a copy of the report shall be emailed to FLLSafety@broward.org or any other email address as directed in writing by the Aviation Department.

ARTICLE XVI LICENSES, PERMITS, TAXES

- 16.1 Licensee agrees that it will obtain and keep in full force and effect all licenses, permits, and authorizations required by any federal, state, County, or local

governmental authority having jurisdiction over the business or activities conducted by Licensee on the Property. Licensee agrees that it will pay any taxes that may be levied on rights or interests granted to it hereunder and on its improvements.

ARTICLE XVII
ASSIGNMENT

- 17.1 Neither this Agreement nor any interest herein shall be assigned, transferred or encumbered without the prior written consent of the County. Any such action shall not relieve Licensee of its obligations hereunder.

ARTICLE XVIII
JURISDICTION/VENUE

- 18.1 This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. The parties acknowledge that jurisdiction of any controversies or legal disputes arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the state or federal courts of Broward County, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state or federal courts.

ARTICLE XIX
DEFAULT AND REMEDIES

- 19.1 In the event that Licensee should default in the performance of its obligations hereunder and such default shall continue to exist thirty (30) calendar days after written notice of such default is given Licensee by the County, the County, at its option, may terminate this Agreement and/or pursue appropriate remedies arising from the default.

ARTICLE XX
TERMINATION

- 20.1 In addition to termination by the County where Licensee is in default, this Agreement may be terminated by the County upon non-use of the Property by Licensee for a continuous period of three (3) continuous years.
- 20.2 At the end of the term or any extension thereof and receipt of any required consent from the Federal Energy Regulatory Agency (FERC), or if this Agreement is sooner terminated, Licensee, at its expense and at the sole option of the County, shall either:
- (a) Remove any pipeline (and related appurtenances) from the Property; or

- (b) Deactivate and/or abandon said pipeline and appurtenances in accordance with specifications approved in writing by the County and in accordance with all applicable federal, state, County and local laws, rules and regulations.
- 20.3 Such removal, abandonment or deactivation shall commence immediately upon termination of this Agreement and receipt of authorization to abandon the pipeline from FERC and shall proceed uninterruptedly to completion, and until completion, the license fees payable hereunder shall continue in effect. Further, if FERC authorization is required, the Licensee shall in good faith diligently and continuously pursue obtaining such authorization. In conjunction with the removal, abandonment or deactivation, Licensee shall conduct, at its sole cost and expense, an environmental assessment, using best available technology and information and the services of competent and professional consultants with expertise in the environmental assessment process, to assure that its installation or operation of the pipeline and related appurtenances has not caused contamination of the environment in contravention of any applicable federal, state, County or local laws, rules and regulations. If the environmental assessment indicates violations of any such laws, rules or regulations, Licensee shall undertake further assessment and/or remedial activities as may be required by the appropriate regulatory agency, at the sole cost and expense of Licensee. Upon request by the County, Licensee shall provide the County with copies of all assessments and environmental reports, if any, obtained by Licensee.

ARTICLE XXI
FORCE MAJEURE

- 21.1 In the event that either party is delayed or prevented from fulfilling its obligations hereunder by acts of God, fires, hurricanes, floods, acts of war, strikes or any other cause beyond its control, and due to no fault of its own, such failure shall not be deemed to be a breach of this Agreement and the time within which it must perform any such requirement shall be extended by a period of time equal to the period of delay arising from any of said causes.

ARTICLE XXII
MISCELLANEOUS

- 22.1 **No Liens or Mortgages.** The Property shall at all times remain free and clear of all mortgages, liens, claims and encumbrances whatsoever. The Licensee shall not enter into any mortgage of the Property or allow any lien, claim or encumbrance of the Property.
- 22.2 **Subordination of Agreement.** This Agreement, and all provisions hereof, is subject and subordinate to the terms and conditions of the instruments and

documents under which the County acquired the Airport from the United States of America and shall be given only such effect as will not conflict or be inconsistent with the terms and conditions contained in such instruments and documents and any existing or subsequent amendments thereto. This Agreement and all provisions hereof, is subject and subordinate to any ordinances, rules or regulations which have been, or may hereafter be, adopted by the County pertaining to the Airport. This Agreement, and all provisions hereof, is subject and subordinate to the provisions of any agreement heretofore or hereafter made between the County and the United States Government relative to the operation or maintenance of the Airport, the execution of which has been required as a condition precedent to the transfer of federal rights or property to the County for Airport purposes, or the expenditure of federal funds for the improvements or development of the Airport, including, without limitation, the expenditure of federal funds for the development of the Airport under the provisions of the Federal Aviation Act of 1958, as codified in the United States Code, Title 49, as amended. In addition, this Agreement is subordinate and subject to the provisions of all resolutions heretofore and hereafter adopted by the County in connection with any revenue bonds issued by the County with respect to the operations of the Airport, or any improvements to the Airport or any of its facilities, and to the provisions of all documents executed in connection with any such bonds, including, without limitation, any pledge, transfer, hypothecation or assignment made at any time by County to secure any such bonds.

- 22.3 **Cooperation with County.** Licensee acknowledges that County is, or may be, subject to, or will be seeking regulatory approvals (collectively "Regulatory Approvals") consistent with its Master Plan and Part 150 Study. Licensee agrees to cooperate with County in connection with County's efforts to obtain the Regulatory Approvals. From and after the date of execution of this Agreement, Licensee covenants and agrees: (i) to support County's efforts to obtain the Regulatory Approvals; and (ii) to execute any document(s) or instrument(s) reasonably requested by County in order to assist County in obtaining the Regulatory Approvals, provided that Licensee shall not be required to bear any expense in connection therewith and Licensee shall not be deemed an agent of County.
- 22.4 **Holdover.** It is agreed and understood that any holding over of Licensee after the termination of this Agreement shall not renew and extend same, but shall operate and be construed as a license from month to month. Without any further notice other than the notice established by this provision, Licensee shall be required to pay to the County during any holdover period, monthly license fees which shall be equal to double the amount of the monthly payment of license fee and payable for the month immediately preceding the termination of this Agreement. In addition, Licensee shall be required to pay to County any other charges required to be paid hereunder during any such holdover period. Licensee shall be liable to the County for all loss or damage on account of any

such holding over against the County's will after the termination of this License Agreement, whether such loss or damage may be contemplated at the execution of this License Agreement or not. It is expressly agreed that acceptance of the foregoing payments by the County in the event that Licensee fails or refuses to surrender possession shall not operate or give Licensee any right to remain in possession nor shall it constitute a waiver by the County of its right to immediate possession of the Property.

- 22.5 **Public Entity Crimes Act.** Licensee represents that the execution of this Agreement will not violate the Public Entity Crimes Act (Section 287.133, Florida Statutes), which essentially provides that a person or affiliate who is a contractor, consultant or other provider and who has been placed on the convicted vendor list following a conviction for a Public Entity Crime may not submit a bid on a contract to provide any goods or services to County, may not submit a bid on a contract with County for the construction or repair of a public building or public work, may not submit bids on leases of real property to County, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with County, and may not transact any business with County in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid hereto, and may result in debarment from County's competitive procurement activities. In addition to the foregoing, Licensee further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether Licensee has been placed on the convicted vendor list.
- 22.6 **Right of Flight.** The County reserves unto itself, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the Property together with the right to cause in said airspace such noise and other intrusions as may be inherent in the operations of aircraft, now known or hereafter used, for navigation of or flight in the said airspace, and for aircraft landing on, taking off from, or operating at the Airport.
- 22.7 **Compliance with FAR Part 77.** All improvements, equipment, objects of natural growth and other obstructions on the Property shall be restricted to a height in order to comply with all applicable Federal Aviation Regulations, including but not limited to Part 77. Notwithstanding the foregoing, Licensee shall make no above grade improvements.
- 22.8 **No Hazards.** Licensee expressly agrees, for itself, its successors and assigns, to prevent any use of the Property which would interfere with or adversely affect

the operation or maintenance of the Airport, or constitute a hazard to flight or aircraft.

- 22.9 **No Exclusive Rights.** Nothing herein contained shall be deemed to grant the Licensee any exclusive right or privilege within the meaning of Section 308 of the Federal Aviation Act, as codified in Title 49 USC Section 40103, et. seq., for the conduct of any activity on the Airport, except that, subject to the terms and provisions hereof, the Licensee shall have the right to use the Property pursuant to the provisions of this Agreement. It is expressly understood and agreed that the rights granted under this Agreement are non-exclusive.
- 22.10 **Right to Develop Airport.** The County reserves the right to further develop and improve the Airport, including but not limited to all landing areas and taxiways of the Airport, as it sees fit, regardless of the desires or views of the Licensee, and without interference or hindrance.
- 22.11 **Protection of Air Space.** Nothing contained in this Agreement shall grant to the Licensee any rights whatsoever in the air space above the Property. In that regard, the County reserves the right to take any action whatsoever that it considers necessary to protect the aerial approaches of the Airport against obstruction, including, but not limited to demolition or removal of structures upon the Property, together with the right to prevent the Licensee from erecting or permitting to be erected any improvement which, in the opinion of the County, would limit the usefulness of or interfere with the operations at the Airport, or constitute a hazard to aircraft.
- 22.12 **Licensee to Provide As Builts.** Within one hundred twenty (120) calendar days after completion of any installation or any alteration of any pipeline or appurtenances, Licensee shall, at its sole cost and expense, provide the Aviation Department with a complete set of "as built" plans and specifications, including Mylar reproducible "record" drawings, and, if available, one set of machine readable disks containing electronic data in an AUTOCAD format that meets said Department's graphic standards of the "as-constructed" or "record" plans for such improvements. The Property shall be, and remains, free and clear of all liens, claims and encumbrances whatsoever. During any installation, maintenance and repair of the pipeline, Licensee shall furnish County with two sets of "as built" plans.
- 22.13 **Nondiscrimination, Equal Employment Opportunity and Americans With Disabilities Act.** To the extent required by federal law or regulations, Licensee agrees to abide by and comply with the requirements set forth on **Exhibit B**, attached hereto and made a part hereof. In addition, Licensee shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Agreement. Licensee shall affirmatively comply with all applicable provisions of the

Americans with Disabilities Act (ADA) in the course of providing any services funded by County, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, Licensee shall take affirmative steps to ensure nondiscrimination in employment against disabled persons.

- (a) Licensee's decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation (Broward County Code, Chapter 16 1/2, national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully used as a basis for service delivery.
- (b) Licensee shall not engage in or commit any discriminatory practice in violation of the Broward County Human Rights Act (Broward County Code, Chapter 16 1/2, in performing any services pursuant to this Agreement.

22.14 Independent Contractor. Licensee is an independent contractor under this Agreement. Services provided by Licensee shall be subject to the supervision of Licensee, and such services shall not be provided by Licensee or its agents as officers, employees, or agents of the County. The parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement.

22.15 Third Party Beneficiaries. Neither Licensee nor County intends to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement. The parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement.

22.16 Contingency Fee. Licensee warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Licensee, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Licensee, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For a breach or violation of this provision, the County shall have the right to terminate this Agreement without liability at its discretion, and to recover the full amount of such fee, commission, percentage, gift or consideration.

22.17 Waiver of Breach and Materiality. Failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a

modification of the terms of this Agreement. County and Licensee agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof.

- 22.18 **Severance.** In the event this Agreement or a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless County or Licensee elects to terminate this Agreement. The election to terminate this Agreement based upon this provision shall be made within seven (7) calendar days after the finding by the court becomes final.
- 22.19 **Joint Preparation.** Preparation of this Agreement has been a joint effort of County and Licensee and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than any other.
- 22.20 **Priority of Provisions.** If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 22 of this Agreement shall prevail and be given effect.
- 22.21 **Amendments.** No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the County and Licensee.
- 22.22 **Prior Agreements.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.
- 22.23 **Captions.** The headings of the several Articles and sections of this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit, or describe the scope or intent of any provisions of this Agreement and shall not be construed to affect in any manner the terms and provisions hereof or the interpretation or construction thereof. Unless otherwise indicated, a reference herein to a paragraph, section or Article shall mean a reference to the section or Article in this Agreement.

- 22.24 **Waiver of Claims.** Neither Licensee or Broward County shall be liable for any consequential damages, including without limitation any loss of anticipated profits, caused by: (i) any failure to comply with any obligations hereunder; (ii) any suit or proceedings directly or indirectly attacking the validity of this Agreement or any part thereof; (iii) any judgment or award in any suit or proceeding declaring this Agreement null, void or voidable, or delaying the same or any part thereof, from being carried out; or (iv) any change in the operation or configuration of, or any change in procedures governing the use of the Airport.
- 22.25 **Damage to Airport Facilities.** Licensee shall be responsible for any and all damage to the Airport caused by the negligence of Licensee including, but not limited to, damage to the Terminal areas, roadways, and any and all areas where any activities are performed by Licensee.
- 22.26 **Survival.** Upon termination or expiration of this Agreement, Licensee and County shall remain liable for all obligations and liabilities that have accrued prior to the Termination Date, notwithstanding any provision of this Agreement to the contrary. No obligation, which accrued but has not been satisfied under any prior agreements between the parties, shall terminate or be considered canceled upon execution of this Agreement. Rather, such obligation shall continue as if it had accrued under this Agreement until the obligation is satisfied.
- 22.27 **No Recordation of Agreement.** Licensee shall not record this Agreement or any memorandum thereof in the Public Records of Broward County, Florida.
- 22.28 No commissioner, director, officer, agent or employee of County shall be charged personally or held contractually liable by or to Licensee under any term or provisions of this Agreement or of any supplement, modification or amendment to this Agreement or because of any breach thereof, or because of its or their execution or attempted execution.
- 22.29 It is understood and agreed that this Agreement contains the entire agreement between the parties hereto.
- 22.30 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 of this Agreement, such reference is to the section as a whole, including all of the sections and paragraphs of such section, unless the reference is made to a particular section or paragraph of such section. Captions and section headings used in this Agreement are for the convenience of reference of the parties and shall not be deemed to limit or in any way affect the meaning of any of the provisions of this Agreement.

- 22.31 **Dishonored Check or Draft.** In the event Licensee delivers a dishonored check or draft to the County in payment of any obligation arising under this Agreement, Licensee shall incur and pay a service charge in the amount established by the County from time to time, along with interest thereon at eighteen percent (18%) per annum from the original due date of such dishonored check or draft without further demand. In such event, the County may require that future payments be made by cashier's check or other means acceptable to the County.
- 22.32 **Late Payments and Interest.** The County shall be entitled to collect interest at the rate of eighteen percent (18%) per annum from the date due until the date paid on any amounts that are past due under this Agreement.
- 22.33 In the event of a breach of any of the terms or conditions of this Agreement, it is specifically acknowledged and agreed that either party shall, in addition to all other remedies which may be available in law or equity, have the right to enforce this Agreement by specific performance, injunctive relief, prohibition or mandamus to compel the other party to abide by the terms of this Agreement.
- 22.34 **Binding Document.** This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto where permitted by this Agreement. This Agreement is binding at execution.
- 22.35 **Incorporation by Reference.** The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the parties. The attached **Exhibit A** and **Exhibit B** are incorporated into and made a part of this Agreement.
- 22.36 **Multiple Originals.** Up to five (5) copies of this Agreement may be fully executed by all parties, each of which, bearing original signatures, shall have the force and effect of an original document.

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

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 _____, 2014, and FLORIDA GAS TRANSMISSION COMPANY, LLC, signing by and through its _____.

COUNTY

ATTEST:

BROWARD COUNTY, by and through
its Board of County Commissioners

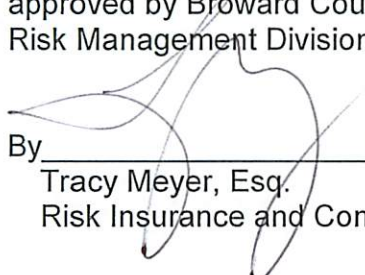
Broward County Administrator, as
Ex-officio Clerk of the Broward County
Board of County Commissioners

By _____
Mayor

_____ day of _____, 2014

Insurance requirements
approved by Broward County
Risk Management Division

Approved as to form by
Joni Armstrong Coffey
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By  3.26.14
Tracy Meyer, Esq. (Date)
Risk Insurance and Contracts Manager

By  3.26.14
Christine C. Lee (Date)
Senior Assistant County Attorney

CCL/lg
Pipeline License Agreements
09/13/13
#13-071.71

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

LICENSEE

FLORIDA GAS TRANSMISSION COMPANY, LLC

By: 

Print Name and Title

Robert Hayes


Sr. VP and Chief Commercial Officer

19th day of MARCH, 2014

WITNESSES:

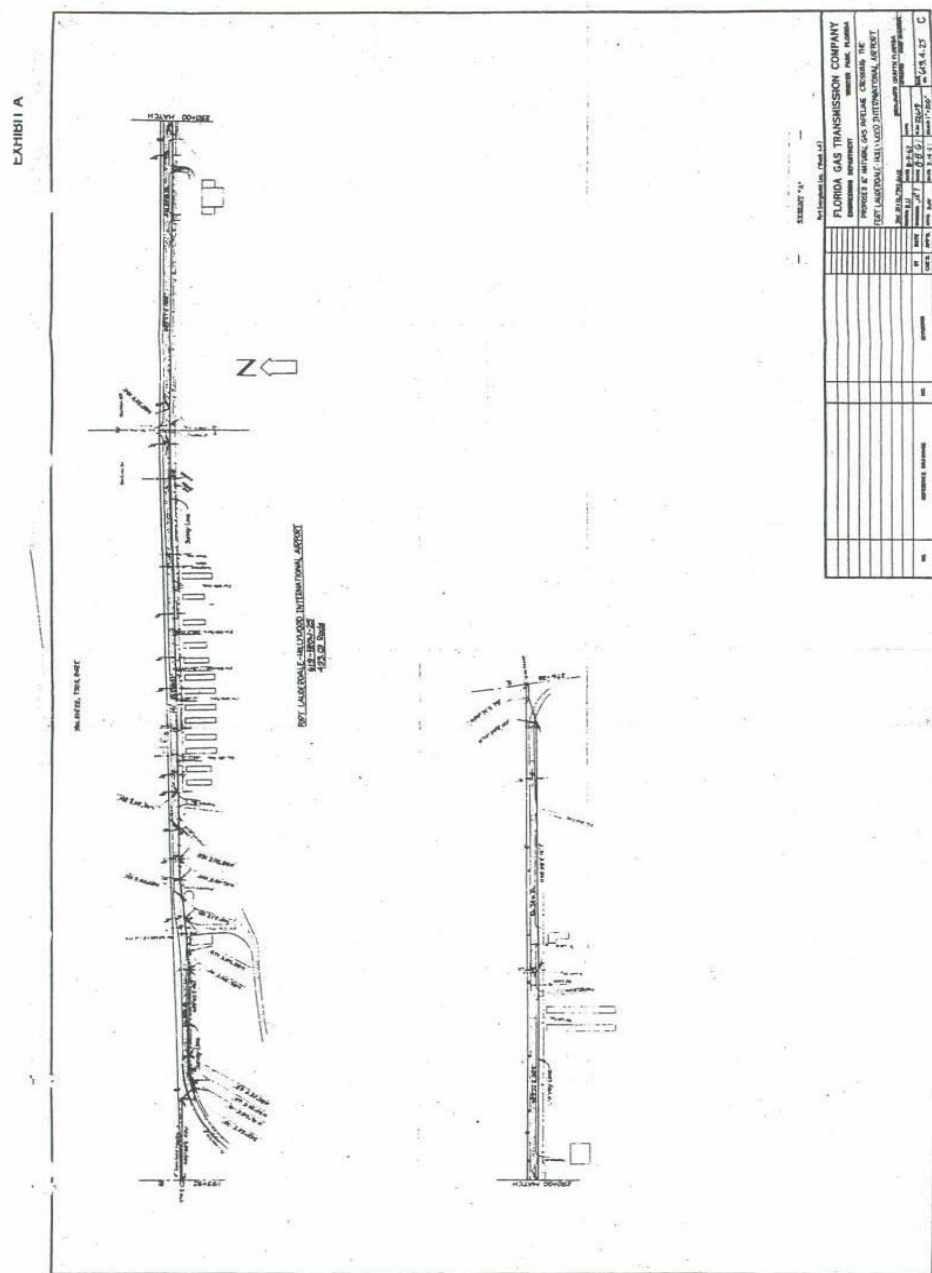


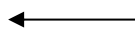
Print Name: William K. Blacklock



Print Name: Roger Westbrook

EXHIBIT A
PROPERTY DESCRIPTION





N

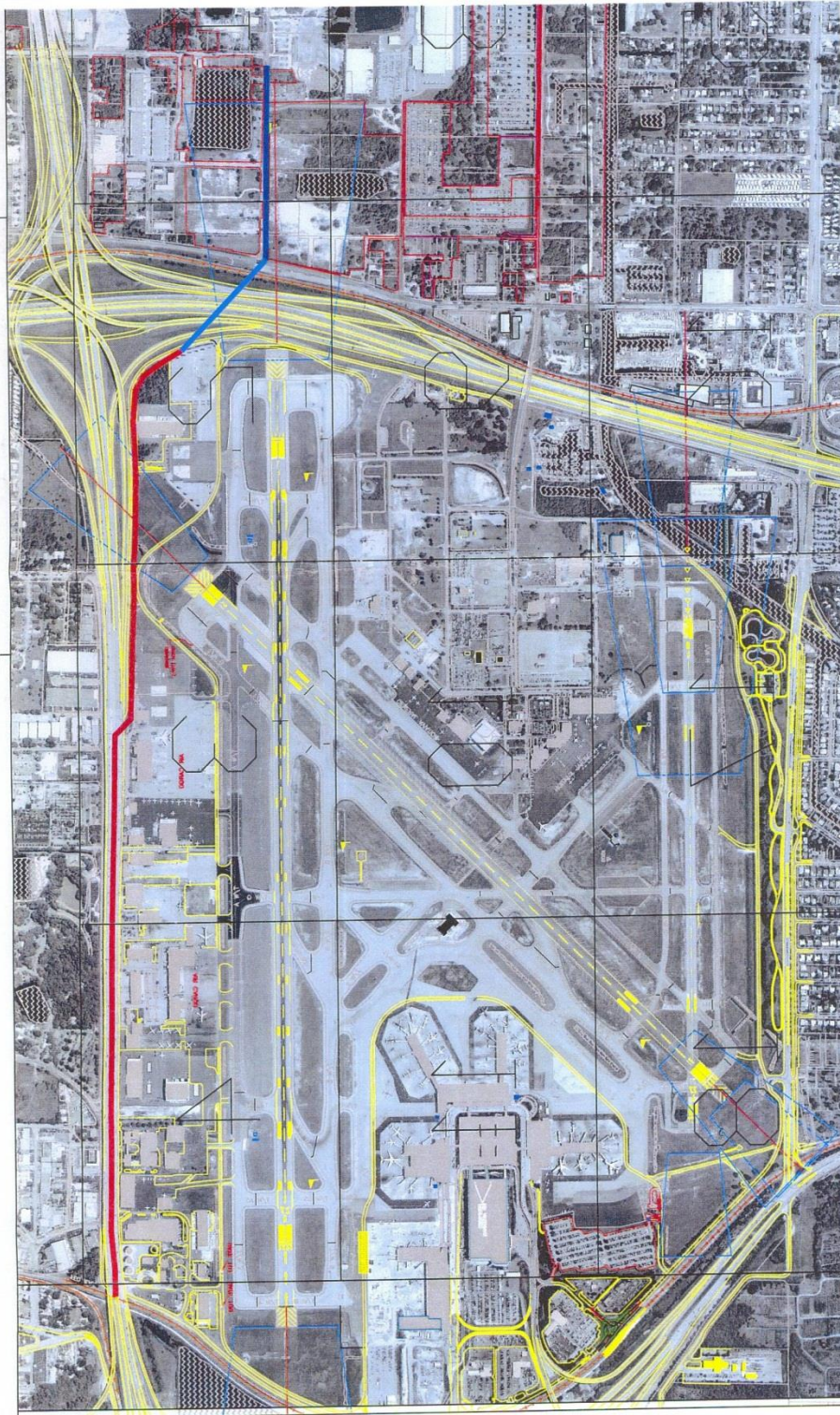


EXHIBIT B NONDISCRIMINATION REQUIREMENTS

- I. During the performance of this contract, the Contractor for itself, its personal representatives, assigns and successors in interest (hereinafter referred to collectively as the "Contractor") agrees as follows:
- (a) Compliance With Regulations. The Contractor shall comply with the Regulations relative to nondiscrimination in Federally Assisted Programs of the USDOT Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this contract.
 - (b) Nondiscrimination. The Contractor shall not discriminate on the grounds of race, color, religion, gender, national origin, age, marital status, political affiliation, familial status, physical or mental disability, or sexual orientation in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
 - (c) Solicitation for Subcontracts, Including Procurement of Materials and Equipment. In all solicitation either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligation under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, religion, gender, national origin, age, marital status, political affiliation, familial status, physical or mental disability, or sexual orientation.
 - (d) Information and Reports. The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County or the Federal Aviation Administration ("FAA") to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the County or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.
 - (e) Sanctions for Noncompliance. In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the County shall impose such contract sanctions as it or the FAA may determine to be appropriate,

including, but not limited to: (1) withholding of payments under the contract until there is compliance, and/or (2) cancellation, termination, or suspension of the contract, in whole or in part. In the event of cancellation or termination of the contract, the County shall have the right to re-enter the premises as if said contract had never been made or issued. These provisions shall not be effective until the procedures of Title 49 CFR Part 21 are followed and completed, including exercise or expiration of appeal rights.

- (f) Incorporation of Provisions. The Contractor shall include the provisions of paragraphs (a) through (e), above, in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the County or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the County to enter into such litigation to protect the interests of the County and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.
- (g) The Contractor, as a part of the consideration hereof, does hereby covenant and agree that in the event facilities are constructed, maintained, or otherwise operated on the said Property described in this contract, for a purpose for which a USDOT program or activity is extended or for another purpose involving the provision of similar services or benefits, the Contractor shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulation may be amended.
- (h) The Contractor, as a part of the consideration hereof, does hereby covenant and agree that: (1) no person on the grounds of race, color, religion, gender, national origin, age, marital status, political affiliation, familial status, physical or mental disability, or sexual orientation shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under the premises and the furnishing of services thereon, no person on the grounds of race, color, religion, gender, national origin, age, marital status, political affiliation, familial status, physical or mental disability, or sexual orientation shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, and (3) that the Contractor shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

- II. During the performance of this contract, the Contractor, for itself, its assignees and successors in interest agrees as follows:

The Contractor agrees to undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, color, religion, gender, national origin, age, marital status, political affiliation, familial status, physical or mental disability, or sexual orientation be excluded from participation in any employment, contracting, or leasing activities covered in 14 CFR Part 152, Subpart E. The Contractor agrees that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this Subpart. The Contractor agrees that it will require its covered suborganizations to provide assurances to the Contractor that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations as required by 14 CFR Part 152, Subpart E, to the same effect.

The Contractor agrees to comply with any affirmative action plan or steps for equal employment opportunity required by 14 CFR Part 152, Subpart E, as part of the affirmative action program, and by any federal, state, County or local agency or court, including those resulting from a conciliation agreement, a consent decree, court order or similar mechanism. The Contractor agrees that state or County affirmative action plans will be used in lieu of any affirmative action plan or steps required by 14 CFR Part 152, Subpart E, only when they fully meet the standards set forth in 14 CFR 152.409. The Contractor agrees to obtain a similar assurance from its covered organizations, and to cause them to require a similar assurance of their covered suborganizations, as required by 14 CFR Part 152, Subpart E.

If required by 14 CFR Part 152, Contractor shall prepare and keep on file for review by the FAA Office of Civil Rights an affirmative action plan developed in accordance with the standards in Part 152. The Contractor shall similarly require each of its covered suborganizations (if required under Part 152) to prepare and to keep on file for review by the FAA Office of Civil Rights, an affirmative action plan developed in accordance with the standards in Part 152.

If Contractor is not subject to an affirmative action plan, regulatory goals and timetables, or other mechanism providing for short and long-range goals for equal employment opportunity under Part 152, then Contractor shall nevertheless make good faith efforts to recruit and hire minorities and women for its aviation workforce as vacancies occur, by taking any affirmative action steps required by Part 152. Contractor shall similarly require such affirmative action steps of any of its covered suborganizations, as required under Part 152.

Contractor shall keep on file, for the period set forth in Part 152, reports (other than those submitted to the FAA), records, and affirmative action plans, if applicable, that will enable the FAA Office of Civil Rights to ascertain if there has been and is compliance

with this subpart, and Contractor shall require its covered suborganizations to keep similar records as applicable.

Contractor shall, if required by Part 152, annually submit to the County the reports required by Section 152.415 and Contractor shall cause each of its covered suborganizations that are covered by Part 152 to annually submit the reports required by Section 152.415 to the Contractor who shall, in turn, submit same to the County for transmittal to the FAA.

- III. The Contractor, for itself, its assignees and successors in interest agrees that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to assure that no person shall, on the grounds of race, color, religion, gender, national origin, age, marital status, political affiliation, familial status, physical or mental disability, or sexual orientation be excluded from participating in any activity conducted with or benefiting from Federal assistance. This "Provision" obligates the Contractor or its transferee, for the period during which Federal assistance is extended to the airport program, except where Federal assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon. In these cases, the Provision obligates the party or any transferee for the longer of the following periods: (a) the period during which the property is used by the sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or (b) the period during which the airport sponsor or any transferee retains ownership or possession of the property. In the case of contractors, this Provision binds the contractors from the bid solicitation period through the completion of the contract.
- IV. Contractors shall not discriminate on the basis of race, color, religion, gender, national origin, age, marital status, political affiliation, familial status, physical or mental disability, or sexual orientation in the performance of this contract. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the County deems appropriate.