

**Local Business Point of Contact Information**

Name:

Primary Phone:

**PROPERTY OWNER'S CONSENT  
FORM**

Brevard County, a political subdivision of the State of Florida, by and through its Board of County Commissioners ("Property Owner") as the owner(s) of the property described on Exhibit A attached hereto (the "Property") hereby grants Florida City Gas Company ("Florida City Gas") the right during the term, to install, own and operate at the Property at such location(s) agreed to and approved in writing by Brevard Energy LLC, the natural gas facilities required to provide gas service to the Property and the right of ingress to and egress from the Property to maintain, repair and operate said installed gas facilities provided, however, that Florida City Gas shall upon completion of construction, be responsible for any damages it or its contractors causes and agrees to restore that portion of the Property each time it uses or disturbs it to facilitate any installation back to a safe and usable condition similar or equal to that which existed prior to construction or such use.

Property Owner and Brevard Energy LLC acknowledge that Florida State law requires that prior to the installation of underground facilities, Florida City Gas or its contractor must contact 'Sunshine State One Call of Florida' to have all public utilities marked. Property Owner, Brevard Energy LLC, and Florida City Gas shall agree prior to construction of the gas facilities as to the location of the Property to be used to facilitate the installation. Florida City Gas acknowledges that the Property has been leased to Brevard Energy LLC and it continues to reserve the right to use the Property and its use shall be subordinate at all times.

Prior to construction, Property Owner and Brevard Energy LLC agree to have any known unrecorded privately-owned utility easements which cannot be located by a surveyor marked out or identified. Property Owner shall hold Florida City Gas and its contractors harmless with regard to any facilities not properly located or identified prior to construction. This indemnity is not considered a waiver of Brevard County's sovereign immunity as detailed in Chapter 768.28, Florida Statutes. Further, this document shall signify that it is agreed upon by both parties that the installed gas service facilities shall remain the property and responsibility of Florida City Gas, its successors or assignees for the operational life of the natural gas project (the "term") located at the given address and that Florida City Gas agrees that the indemnity and insurance provisions in Sections 8 and 15 of the Interconnection Service Agreement dated September 22, 2023 shall extend to this Consent and any Damages resulting from the grant of this Consent.

&lt;SIGNATURE PAGE FOLLOWS&gt;

**Consent Granted by Property Owner:**  
**The Board of County Commissioners of Brevard County, Florida**

ATTEST:

BOARD OF COUNTY COMMISSIONERS OF  
BREVARD COUNTY, FLORIDA

\_\_\_\_\_  
Signature and Title

\_\_\_\_\_  
Signature and Title

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

Jason Steele, Chair\_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Version 3 (8.15.18)