

**AGREEMENT
BETWEEN
HILLSBOROUGH COUNTY AVIATION AUTHORITY
AND
THE MOTOR ENCLAVE TAMPA LAND HOLDINGS, LLC
AND THE MOTOR ENCLAVE TAMPA, LLC
FOR
UTILITY ACCESS**

Board Date: February 2, 2023

HILLSBOROUGH COUNTY AVIATION AUTHORITY

This Agreement for Utility Access (Agreement) is made and entered into this ____ day of _____, 2023 between the Hillsborough County Aviation Authority, a public body corporate under the laws of the State of Florida whose post office address is Post Office Box 22287 Tampa, Florida 33622 (Authority) and The Motor Enclave Tampa Land Holdings, LLC and The Motor Enclave Tampa, LLC, whose post office address is 6499 N. Falkenburg Road, Tampa, FL 33610 (collectively Motor Enclave).

WITNESSETH:

WHEREAS, Authority is the owner of Tampa Executive Airport (Airport); and

WHEREAS, Motor Enclave owns approximately 200 acres adjacent and east of the Airport (Motor Enclave Site); and

WHEREAS, Motor Enclave is developing the Motor Enclave Site as an automotive enthusiast destination; and

WHEREAS, Authority owns a sanitary sewer force main that begins at the Airport and discharges into a City of Tampa sewer on Eureka Springs Road east of the bypass canal; and

WHEREAS, Motor Enclave desires to tie into the sanitary force main at a location on Eureka Springs Road west of Wilkins Road and east of the Tampa Bypass Canal; and

WHEREAS, Motor Enclave is constructing a new 12-inch main water line along North Falkenburg road to serve the Motor Enclave Site; and

WHEREAS, Motor Enclave is also constructing a new 4-inch potable water line within the Motor Enclave Site connected to the 12-inch main; and

WHEREAS, Authority desires to acquire an easement across the southern boundary of the Motor Enclave site for the purpose of extending the 12-inch water line onto the Airport in the future; and

WHEREAS, Authority also desires to extend a 2-inch potable water line from Motor Enclave's 4-inch potable water line onto the Airport.

NOW, THEREFORE, in consideration of the mutual covenants hereof, the Parties do hereby agree as follows:

ARTICLE 1

RECITALS

The above recitals are true and correct and are incorporated herein.

ARTICLE 2

UTILITY CONNECTIONS

2.01 Sanitary Force Main

Authority grants Motor Enclave the perpetual right to construct and maintain a connection to the existing Authority owned sanitary sewer force main at the location shown on the attached Exhibit A and use the connection as part of Motor Enclave's wastewater system. Motor Enclave will be responsible for all costs of the connection including obtaining all necessary permits and approvals from any Federal, State or local governmental entity having jurisdiction over the construction of the sanitary force main. Motor Enclave shall provide Authority with a copy of all approvals. The Parties will cooperate with each other and execute documents, as needed, relating to easements, construction easements and rights-of-way, which will not otherwise interfere in any manner with the operation of the Airport or the Motor Enclave Site.

Motor Enclave will be responsible for all maintenance for the portion of the sanitary sewer force main constructed from the Motor Enclave Site to the connection with the Authority owned sanitary sewer force main including the connection itself.

Authority shall have sole responsibility to maintain the Authority owned sanitary sewer force main from the Airport to the shared connection point.

Authority shall have the primary responsibility for maintenance from the shared connection point to the City of Tampa connection (the "Shared Line"). Authority and Motor Enclave will share the cost of maintaining the Shared Line with each party paying half of the actual cost; however, in the event Authority is unwilling or unable to affect necessary maintenance or repair of the Shared Line, Motor Enclave shall have the right but not the duty to perform such work. Except in the case of an emergency, in which event prior written notice is not required, prior to undertaking any maintenance or replacement costs for the Shared Line, Motor Enclave shall first notify Authority in writing of such maintenance or repairs and estimated costs. Authority shall then have ten (10) days after receipt of such notice to approve such maintenance or repairs and estimated costs, in writing, which approval shall not be unreasonably withheld, conditioned, or delayed. The Parties agree to reasonably cooperate and to act in good faith regarding the notification, approval, and payment of such costs.

Motor Enclave will not use the sanitary force main until such time as a meter has been set to measure Motor Enclave's flow and the Parties agree to a method of billing that is revenue neutral to Authority.

2.02 Permanent Water Line

Motor Enclave shall grant Authority an easement area sufficient to be used for the construction and maintenance of a water line, from the southeast corner of the Airport to the public 12-inch water line that is being constructed by Motor Enclave along North Falkenburg Road generally

shown on Exhibit A ("Permanent Water Line"). The easement will include the perpetual right to construct and maintain a connection to the 12-inch public water line and use the Permanent Water Line as part of Authority's potable water and fire system. Authority will be responsible for all costs of the Permanent Water Line including obtaining all necessary permits and approvals from any federal, state, or local governmental entity having jurisdiction over the construction of the Permanent Water Line and will repair any damage to the Motor Enclave property and/or improvements caused by Authority's installation of the Permanent Water Line. Authority shall provide Motor Enclave with a copy of all approvals. The Parties will cooperate with each other and execute documents, as needed, relating to easements, construction easements and rights-of-way, which will not otherwise interfere in any manner with the operation of the Airport or the Motor Enclave Site.

Motor Enclave will not be responsible for maintenance of the Permanent Water Line constructed by Authority.

2.03 Temporary Water Line

Motor Enclave shall grant Authority an easement area sufficient to be used for the construction and maintenance of a 2-inch water line, from the southeast corner of the Airport to the private 4-inch water line that is being constructed by Motor Enclave generally shown on Exhibit A (Temporary Water Line). The easement will include the right to construct and maintain a connection to the 4-inch private water line and use the Temporary Water Line as part of Authority's potable water system and will disconnect the Temporary Water Line within 60 days of putting the Permanent Water Line in service.

The Authority will be responsible for all costs of the connection including obtaining all necessary permits and approvals from any federal, state, or local governmental entity having jurisdiction over the construction of the water line and will repair any damage to the Motor Enclave property and/or improvements caused by Authority's installation of the Temporary Water Line. Authority will pay the cost for the construction of the 2-inch potable water line extension from the Motor Enclave owned 4-inch potable water line to a point 4 feet into Authority property in an amount agreed to between Authority and Motor Enclave's site contractor QGS (such work to be contracted directly between Authority and QGS).

Authority shall provide Motor Enclave with a copy of all approvals. The Parties will cooperate with each other and execute documents, as needed, relating to easements, construction easements and rights-of-way, which will not otherwise interfere in any manner with the operation of the Airport or the Motor Enclave Site.

Motor Enclave will not be responsible for maintenance of the Temporary Water Line constructed by Authority.

Authority will not use the water line until such time as a meter has been set to measure Authority's flow and the Parties agree to a method of billing that is revenue neutral to Motor Enclave.

2.04 TECO

Motor Enclave is working with TECO to provide service to the Motor Enclave site. If TECO cannot provide service to the Motor Enclave Site within TECO's existing easement on Airport property and TECO requires additional area on Airport property, then Authority will grant a license agreement to TECO area sufficient to be used for the construction and maintenance of an electric line. The area on the Airport will be agreed to by TECO and the Authority prior to the start of construction. Following installation of the TECO power line, Motor Enclave shall cause a survey to be made of the area and Authority shall grant a license agreement on its standard form to TECO for that area. Consideration for the TECO license is the granting of the easements for the Permanent Water Line and Temporary Line described above.

Motor Enclave and Authority agree that the areas described above shall be used only in connection with the construction operation and maintenance of the TECO lines.

ARTICLE 3

ROADWAY ACCESS

3.01 Access to Vandenberg Loop Road

Motor Enclave, pursuant to an easement dated December 3, 1992, recorded in O BK 13626 PG 1664, shall have access to the Authority property along Vandenberg Loop Road in order to access the Motor Enclave property via the entrance shown on Exhibit A. Due to the volume of vehicles that may cross Vandenburg Loop Road during construction, Motor Enclave has agreed as follows:

- a. Motor Enclave will provide a pre-condition report for Vandenberg Loop Road acceptable to the Authority and Authority hereby confirms receipt and satisfactory acceptance of said report.
- b. Upon completion of Motor Enclave's use of Vandenberg Loop Road for construction activities, Motor Enclave or its contractor shall provide the Authority with a post-condition report for Vandenberg Loop Road acceptable to the Authority.
- c. Motor Enclave shall restore or cause their contractor to restore Vandenberg Loop Road to its pre-condition state within 2 months following final completion of construction by Motor Enclave at no cost to Authority; and
- d. Authority will not be liable for any injury damage or loss on the property suffered by Motor Enclave or their contractor unless solely caused by the negligence or intentional acts of Authority.

ARTICLE 4

TERM

4.01 Effective Date

This Agreement will become effective upon execution by Motor Enclave and approval and execution by Authority. This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which will be taken together and deemed to be one instrument. One party disconnecting from the line of the other does not terminate the use by the active user, such active use remains perpetual. After disconnecting a line, either Party may abandon their line in place per local regulations.

4.02 Term

The Term of this Agreement commences on the effective date and will continue perpetually for the Sanitary Force Main, Permanent Water Line and TECO line unless terminated earlier as provided herein. The term for the Temporary Water Line will be from the Effective Date to 60 Days after the Permanent Water Line is put into service.

ARTICLE 5

CONSIDERATION

5.01 Payment

The Parties agree that Motor Enclave's access to the sanitary sewer force main and Authority's access to the water lines is the mutual consideration for this Agreement.

ARTICLE 6

DEFAULT AND TERMINATION

6.01 Events of Default

In the event of either Party's default of the terms and conditions of this Agreement and following written notice by the non-defaulting Party to the other and the defaulting Party's failure to cure within thirty (30) business days of such notice, the non-defaulting Party may declare this Agreement to be terminated by written notice to the defaulting Party, whereupon all rights of defaulting Party pursuant to this Agreement will end.

ARTICLE 7

INDEMNIFICATION

7.01 Indemnification

During the Term of this Agreement, Motor Enclave, for itself, its assignees and successors in interest agrees to indemnify the Authority for its activities on Authority Property or Easements as follows:

- A. To the maximum extent permitted by Florida law, in addition to Motor Enclave's obligation to provide, pay for and maintain insurance as set forth elsewhere in this Agreement, Motor Enclave will indemnify and hold harmless Authority, its members, officers, agents, employees, and volunteers from any and all liabilities, suits, claims, procedures, liens, expenses, losses, costs, royalties, fines and damages (including but not limited to claims for attorney's fees and court costs) caused in whole or in part by the:
1. Presence on, use or occupancy of Authority property;
 2. Acts, omissions, negligence (including professional negligence and malpractice), errors, recklessness, intentional wrongful conduct, activities, or operations;
 3. Any breach of the terms of this Agreement;
 4. Performance, non-performance or purported performance of this Agreement;
 5. Violation of any law, regulation, rule, order, decree, Federal Directives, Federal Circulars or ordinance;
 6. Infringement of any patent, copyright, trademark, trade dress or trade secret rights; and/or
 7. Contamination of the soil, groundwater, surface water, storm water, air or the environment by fuel, gas, chemicals or any other substance deemed by the Environmental Protection Agency or other regulatory agency to be an environmental contaminant;

by Motor Enclave or Motor Enclave's officers, employees, agents, volunteers, subcontractors, invitees, or any other person directly or indirectly employed or utilized by Motor Enclave whether the liability, suit, claim, procedure, lien,

expense, loss, cost, fine or damages is caused in part by an indemnified party. This indemnity obligation expressly applies and shall be construed to include any and all claims caused in part by negligence, acts or omissions of the Authority, it's members, officers, agents, employees and volunteers.

B. In addition to the duty to indemnify and hold harmless, Motor Enclave will have the separate and independent duty to defend Authority, its members, officers, agents, employees, and volunteers from all suits, claims, proceedings, or actions of any nature seeking damages, equitable or injunctive relief, liens, expenses, losses, costs, royalties, fines or attorney's fees or any other relief in the event the suit, claim, or action of any nature arises in whole or in part from the:

1. Presence on, use or occupancy of Authority property;
2. Acts, omissions, negligence (including professional negligence and malpractice), errors, recklessness, intentional wrongful conduct, activities, or operations;
3. Any breach of the terms of this Agreement;
4. Performance, non-performance or purported performance of this Agreement;
5. Violation of any law, regulation, rule, order, decree, Federal Directives, Federal Circular or ordinance;
6. Infringement of any patent, copyright, trademark, trade dress or trade secret rights; and/or
7. Contamination of the soil, groundwater, surface water, stormwater, air or the environment by fuel, gas, chemicals or any other substance deemed by the Environmental Protection Agency or other regulatory agency to be an environmental contaminant;

regardless of whether the liability, suit, claim, lien, expense, loss, cost, fine or damages is caused in part by the Owner, its members, officers, agents, employees, or volunteer or any other indemnified party. This duty to defend exists immediately upon presentation of written notice of a suit, claim or action of any nature to Motor Enclave by a party entitled to a defense hereunder. This defense obligation expressly applies, and shall be construed to include, any and all claims caused in part by negligence, acts or omissions of the Authority, it's members, officers, agents, employees and volunteers.

- C. If the above indemnity or defense provisions or any part of the above indemnity or defense provisions are limited by Fla. Stat. § 725.06(2)-(3) or Fla. Stat. § 725.08, then with respect to the part so limited, Motor Enclave agrees to the following: To the maximum extent permitted by Florida law, Motor Enclave will indemnify and hold harmless Authority, its members, officers, agents, employees, and volunteers from any and all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fee, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of Motor Enclave and persons employed or utilized by Motor Enclave in the performance of this Agreement.
- D. If the above indemnity or defense provisions or any part of the above indemnity or defense provisions are limited by Florida Statute § 725.06 (1) or any other applicable law, then with respect to the part so limited the monetary limitation on the extent of the indemnification shall be the greater of the (i) monetary value of this Agreement, (ii) coverage amount of Commercial General Liability Insurance required under this Agreement, or (iii) \$1,000,000.00. Otherwise, the obligations of this Article will not be limited by the amount of any insurance required to be obtained or maintained under this Agreement.
- E. In addition to the requirements stated above, to the extent required by Florida Department of Transportation (FDOT) Public Transportation Grant Agreement and to the fullest extent permitted by law, Motor Enclave shall indemnify and hold harmless the State of Florida, FDOT, including the FDOT's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Motor Enclave and persons employed or utilized by Motor Enclave in the performance of this Agreement. This indemnification in this paragraph shall survive the termination of this Agreement. Nothing contained in this paragraph is intended nor shall it constitute a waiver of the State of Florida's and FDOT's sovereign immunity.
- F. Motor Enclave's obligations to defend and indemnify as described in this Article will survive the expiration or earlier termination of this Agreement until it is determined by final judgment that any suit, claim or other action against Authority, its members, officers, agents, employees, and volunteers its fully and finally barred by the applicable statute of limitations or repose.
- G. Nothing in this Article or Agreement will be construed as a waiver of any immunity from or limitation of liability Authority, or its members, officers, agents,

employees, and volunteers may have under the doctrine of sovereign immunity under common law or statute.

- H. Authority and its members, officers, agents, employees, and volunteers reserve the right, at their option, to participate in the defense of any suit, without relieving Motor Enclave of any of its obligations under this Article.
- I. If the above subarticles A – H or any part of subarticles A – H are deemed to conflict in any way with any law, the subarticle or part of the subarticle will be considered modified by such law to remedy the conflict.

ARTICLE 8

INSURANCE

8.01 Insurance

Motor Enclave must maintain the following limits and coverages uninterrupted or amended through the term of this Agreement. In the event Motor Enclave becomes in default of the following requirements, Authority reserves the right to take whatever actions deemed necessary to protect its interests. Required liability policies other than Workers' Compensation/Employer's Liability will provide that Authority, members of Authority's governing body, and Authority's officers, volunteers and employees are included as additional insureds.

During the time that the Authority is installing the Permanent Water Line, Authority will require its contractor to provide Motor Enclave the minimum limits of insurance as outlined below and include Motor Enclave as an additional insured.

The minimum limits of insurance (inclusive of any amounts provided by an umbrella or excess policy) covering the work performed pursuant to this Contract will be the amounts specified herein. To the extent it is used to meet the minimum limit requirements, any Umbrella or Excess coverage shall follow form to the Employer's Liability, Commercial General Liability and Business Auto Liability coverages, including all endorsements and additional insured requirements. Any applicable Aggregate Limits in the Umbrella or Excess policy(ies) shall not be shared or diminished by claims unrelated to this Contract.

A. Workers' Compensation and Employer's Liability Insurance

The minimum limits of insurance are:

Part One:	"Statutory"
Part Two:	
Each Accident	\$ 1,000,000
Disease – Policy Limit	\$ 1,000,000
Disease – Each Employee	\$ 1,000,000

B. Commercial General Liability Insurance

The minimum limits of insurance (inclusive of any amounts provided by an umbrella or excess policy) covering the work performed pursuant to this Agreement will be the amounts specified herein. Coverage will be provided for liability resulting out of, or in connection with, ongoing operations performed by, or on behalf of, Motor Enclave under this Agreement or the use or occupancy of Authority premises by, or on behalf of, Motor Enclave in connection with this Agreement. Coverage will be provided on a form no more restrictive than ISO Form CG 00 01. Additional insurance coverage will be provided on a form no more restrictive than ISO Form CG 20 10 10 01 and CG 20 37 10 01.

	<u>Contract Specific</u>
General Aggregate	\$2,000,000
Each Occurrence	\$1,000,000
Personal and Advertising Injury each Occurrence	\$1,000,000
Products/Completed Operations Aggregate	\$1,000,000

C. Business Auto Liability Insurance

Coverage will be provided for all owned, hired and non-owned vehicles. Coverage shall be provided on a form no more restrictive than ISO Form CA 00 01. The minimum limits of insurance covering the work performed pursuant to this Contract are:

Each Occurrence – Bodily Injury and Property Damage Combined	\$1,000,000
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D. Waiver of Subrogation

Company, for itself and on behalf of its insurers, to the fullest extent permitted by law without voiding the insurance required by the contract, waives all rights against the Authority, members of Authority's governing body and the Authority's officers, volunteers, agents, and employees, for damages or loss to the extent covered and paid for by any insurance maintained by the Company.

E. Conditions of Acceptance

The insurance maintained by the Company must conform at all times with the Authority's Standard Procedure S250.06, Contractual Insurance Terms and

Conditions, which may be amended from time to time, and is posted on the Authority website at www.TampaAirport.com > Learn about TPA > Airport Business > Procurement > Additional Supplier Resources – Contractual Insurance Terms and Conditions.

ARTICLE 9

THIRD PARTY AUDIT NOTIFICATION

Motor Enclave will notify the Owner no later than seven days after receiving knowledge that it is subject to any other audit, inspection or attestation engagement related to this Permission to Enter Property and provide a copy of any audit documents so received.

ARTICLE 10

FAA REQUIRED LANGUAGE

NON-DISCRIMINATION

10.01 Non-Discrimination

During the Term of this Agreement Motor Enclave, for itself, its assignees and successors in interest agrees to comply with the non-discrimination requirements attached hereto as Exhibit B.

ARTICLE 11

DISPUTE RESOLUTION

11.01 Dispute Resolution

The Agreement will be governed by the law of the State of Florida. Venue for any action, arising from or related to the Agreement, will be in the Florida State Circuit Court in and for the 13th Circuit, Hillsborough County, such court having sole and exclusive jurisdiction. Confidential mediation with a mediator selected by the Owner shall be a condition precedent to litigation.

ARTICLE 12

STATE OF FLORIDA REQUIRED LANGUAGE

COMPLIANCE WITH CHAPTER 119, FLORIDA STATUTES PUBLIC RECORDS LAW

IF MOTOR ENCLAVE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO MOTOR ENCLAVE'S DUTY TO PROVIDE

PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

(813) 870-8721, ADMCENTRALRECORDS@TAMPAAIRPORT.COM, HILLSBOROUGH COUNTY AVIATION AUTHORITY, P.O. BOX 22287, TAMPA FL 33622.

Motor Enclave agrees in accordance with Florida Statute Section 119.0701 to comply with public records laws including the following:

- a. Keep and maintain public records required by the Authority in order to perform the Work contemplated by this Agreement.
- b. Upon request from the Authority's custodian of public records, provide the Authority with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Fla. Stat. or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement.
- d. Upon completion of the Agreement, keep and maintain public records required by the Authority to perform the work. Motor Enclave shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Authority, upon request from the Authority's custodian of public records, in a format that is compatible with the information technology systems of the Authority.

ARTICLE 13

DAMAGING ACTIVITIES

No goods or materials will be kept, stored, or used in or on either Parties property that are flammable, explosive, hazardous (as defined below) or that may be offensive or cause harm to the general public or cause damage to either Parties property. Nothing will be done on either Parties property, other than as provided in this Agreement that will increase the rate of or suspend the insurance on either Parties property. No machinery or apparatus will be used that will damage either Parties property or adjacent areas; provided, however, that nothing in this section will preclude either Party from bringing or using such materials, supplies, equipment, and machinery as are appropriate or customary in the installation of utilities under this Agreement.

The term "Hazardous" will mean:

- 13.01 Any substance the presence of which requires or may later require notification, investigation or remediation under any environmental law; or
- 13.02 Any substance that is or becomes defined as a "hazardous waste", "hazardous material", "hazardous substance", "pollutant" or "contaminant" under any federal, state, or local environmental law, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. §9601 et seq.), the Resources Conservation and Recovery Act (42 U.S.C. §6901 et seq.) and the associated regulations; or
- 13.03 Any substance that is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic or otherwise hazardous and is or becomes regulated by any governmental authority, agency, department, commission, board, agency or instrumentality of the United States, any state of the United States, or any political subdivision within any state; or
- 13.04 Any substance that contains gasoline, diesel fuel or other petroleum hydrocarbons or volatile organic compounds; or
- 13.05 Any substance that contains polychlorinated biphenyls (PCBs), asbestos or urea Formaldehyde foam insulation; or
- 13.06 Any substance that contains or emits radioactive particles, waves or materials, including, without limitation, radon gas.

ARTICLE 14

NOTICES AND COMMUNICATIONS

All notices or communications, whether to Authority or to Motor Enclave pursuant hereto will be deemed validly given, served, or delivered, upon receipt by the Party by hand delivery, or three (3) days after depositing such notice or communication in a postal receptacle, or one (1) day after depositing such notice or communication with a reputable overnight courier service, and addressed as follows:

TO AUTHORITY:

(MAIL DELIVERY)
HILLSBOROUGH COUNTY AVIATION AUTHORITY
TAMPA INTERNATIONAL AIRPORT
P.O. BOX 22287

TO MOTOR ENCLAVE:

(MAIL DELIVERY)
THE MOTOR ENCLAVE TAMPA, LLC
6500 MOTOR ENCLAVE WAY
TAMPA, FLORIDA 33610

TAMPA, FLORIDA 33622-2287
ATTN: CHIEF EXECUTIVE OFFICER

ATTN: CEO

OR

HILLSBOROUGH COUNTY AVIATION AUTHORITY
TAMPA INTERNATIONAL AIRPORT
5411 SKYCENTER DRIVE, SUITE 500
TAMPA, FLORIDA 33607
ATTN: CHIEF EXECUTIVE OFFICER

COPY TO:

(MAIL DELIVERY)

or to such other address as either Party may designate in writing by notice to the other Party, delivered in accordance with the provisions of this Article.

If notice is sent through a mail system, a verifiable tracking documentation such as a certified return receipt or overnight mail tracking receipt is required.

ARTICLE 15

SUBORDINATION OF AGREEMENT

It is mutually understood and agreed that this Agreement will be subordinate to the provisions of any existing or future agreement between Authority and the United States of America, its Boards, Agencies, Commissions, and others, relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the Airport, and this Agreement will be subordinate to the license or permit of entry which may be granted by the Secretary of Defense.

ARTICLE 16

SUBORDINATION TO TRUST AGREEMENT

This Agreement and all rights of Motor Enclave hereunder are expressly subject and subordinate to the terms, covenants, conditions and provisions of any Trust Agreements or other debt instruments executed by Authority to secure bonds issued by, or other obligations of Authority. The obligations of Motor Enclave hereunder may be pledged, transferred, hypothecated, or assigned at any time by Authority to secure such obligations. Conflicts between the terms of this Agreement and the provisions, covenants and requirements of the debt instruments mentioned

above will be resolved in favor of the provisions, covenants and requirements of such debt instruments.

ARTICLE 17

ASSIGNMENT AND SUBCONTRACTING / SUBLEASING

Motor Enclave will not assign, subcontract, sublease, or license this Agreement without the prior written consent of Authority. Such consent may be withheld at the sole discretion of Authority. If assignment, subcontract, sublease, or license is approved, Motor Enclave will be solely responsible for ensuring that its assignee, subcontractor, sublessee, or licensee perform pursuant to and in compliance with the terms of this Agreement.

In no event will any approved assignment, subcontract, sublease, or license diminish Authority rights to enforce any and all provisions of this Agreement.

Before any assignment, subcontract, sublease, or license becomes effective, the assignee, subcontractor, sublessee, or licensee will assume and agree by written instruments to be bound by the terms and conditions of this Agreement during the remainder of the Term. When seeking consent to an assignment hereunder, Motor Enclave will submit a fully executed original of the document or instrument of assignment to Authority.

ARTICLE 18

SECURITY BADGING

Any Motor Enclave employee, or any employee of its contractors or agents, that required unescorted access to the VDF Airfield must be badged with an ID Media provided by Authority ID Badging Department and may be subject to an FBI fingerprint-based criminal history records check (CHRC) and an annual Security Threat Assessment (STA). A new or renewed ID Media will not be issued to an individual until the results of the CHRC and the STA are completed and indicate that the applicant has not been convicted of a disqualifying criminal offense. If the CHRC or STA discloses a disqualifying criminal offense, the individual's badge application will be rejected. All badged employees of Motor Enclave and its contractors or agents will comply with Authority regulations regarding the use and display of ID Media.

ARTICLE 19

PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES

Motor Enclave is required to complete Exhibit C, Scrutinized Company Certification at the time this Agreement is executed and to complete a new Exhibit C for each renewal option period, if any.

This Agreement will be terminated in accordance with the Florida Statute Section 287.135 if it is found that Motor Enclave submitted a false Scrutinized Company Certification as provided in the Florida Statute Section 287.135(5) or has been placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the Scrutinized Companies that Boycott Israel List, is engaged in a boycott of Israel, or is engaged in business operations in Cuba or Syria. The termination will be subject to the dollar amount limitations included in the respective Florida Statute.

ARTICLE 20

RELATIONSHIP OF THE PARTIES

Motor Enclave is and will be deemed to be an independent contractor and operator responsible to all Parties for its respective acts or omissions, and Authority will in no way be responsible, therefore.

ARTICLE 21

COOPERATION WITH STATE INSPECTOR GENERAL

Company shall comply with Section 20.055(5), Florida Statutes, cooperate with any investigation by the State Office of Inspector General, and must incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.

ARTICLE 22

RIGHT TO AMEND

In the event that the United States Government, including but not limited to, the FAA and TSA, or its successors, Florida Department of Transportation, or its successors, or any other governmental agency requires modifications or changes in this Agreement as a condition precedent to the granting of funds for the improvement of the Airport, City agrees to consent to such amendments, modifications, revisions, supplements, or deletions of any of the terms, conditions, or requirements of this Agreement as may be reasonably required to obtain such funds.

ARTICLE 23

FAA APPROVAL

This Agreement may be subject to approval of the FAA. If the FAA disapproves this Agreement, it will become null and void and both Parties will bear their own expenses relative to this Agreement.

ARTICLE 24

INVALIDITY OF CLAUSES

The invalidity of any part, portion sentence, article, paragraph, provisions, or clause of this Agreement will not have the effect of invalidating any other part, portion sentence, article, paragraph, provision, or clause of this Agreement, and the remainder of this Agreement will be valid and enforced to the fullest extent permitted by law.

ARTICLE 25

HEADINGS

The headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provisions of this Agreement. If for any reason there is a conflict between content and headings, the content will control.

ARTICLE 26

COMPLETE AGREEMENT

This Agreement represents the complete understanding between the Parties, and any prior contracts, agreements or representations, whether written or verbal, are hereby superseded. This Agreement may subsequently be amended only by written instrument signed by the Parties hereto, unless provided otherwise within the terms and conditions of this Agreement.

ARTICLE 27

MISCELLANEOUS

Wherever used, the singular will include the plural, the plural the singular, and the use of any gender will include both genders.

ARTICLE 28

EARLY ACCESS

Motor Enclave desires to begin work prior to both parties executing this Agreement. Authority staff will present this Agreement at its next regularly scheduled board meeting in February of 2023. Authority staff does not object to Motor Enclave starting work prior to the Authority's signature with the following conditions:

- A. Motor Enclave will deliver an executed copy of this Agreement to the Authority prior to any work commencing.
- B. Motor Enclave will comply with all provisions of this Agreement from the date it is signed including but not limited to all insurance requirements.
- C. Motor Enclave may move forward with its work under this Agreement at their sole risk.
- D. Provided Motor Enclave signs this Agreement prior to January 1, 2023, Authority staff will present the agreement for approval by its Board at the next regularly scheduled meeting in February.
- E. If for any reason the Authority does not approve this Agreement, then Motor Enclave will disconnect any connections and return any areas where work has been performed back to their condition immediately prior to beginning the work.

(REMAINDER OF PAGE IS INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, the Parties hereto have set their hands and corporate seals on this _____ day of _____, 2023.

ATTEST:

HILLSBOROUGH COUNTY AVIATION AUTHORITY

Jane Castor, Secretary

Address: P. O. Box 22287
Tampa, FL 33622

By: _____

Gary W. Harrod, Chairman

Address: P. O. Box 22287
Tampa, FL 33622

Signed, sealed, and delivered
in the presence of:

Witness Signature

Print Name

Witness Signature

Print Name

LEGAL FORM APPROVED:

By: 
Michael Kamprath
Assistant General Counsel

HILLSBOROUGH COUNTY AVIATION AUTHORITY

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2023, by Gary W. Harrod in the capacity of Chairman, and by Jane Castor in the capacity of Secretary, of the Board of Directors, Hillsborough County Aviation Authority, an independent special district under the laws of the State of Florida, on its behalf. They are personally known to me and they did not take an oath.

Signature of Notary Public – State of Florida

(Print, Type, or Stamp Commissioned Name of Notary Public)

ACKNOWLEDGED AND AGREED:

WITNESSES:

THE MOTOR ENCLAVE TAMPA LAND HOLDINGS, LLC
AND THE MOTOR ENCLAVE TAMPA, LLC

[Signature]
Signature

[Signature]
Brad Oleshansky

Scott Sutek
Print Name

Founder & CEO
DATED: 12/12/22

[Signature]
Signature

[Signature]

Erica Sutek
Print Name

Ellen Smith

THE MOTOR ENCLAVE TAMPA LAND HOLDINGS, LLC

STATE OF Florida

COUNTY OF Hillsborough

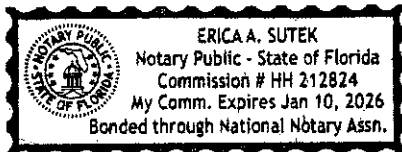
The foregoing instrument was acknowledged before me this 12 day of Dec., 2022, by

Brad Oleshansky in the capacity of Founder + CEO
(Individual's Name) (Individual's Title)

at the Motor Enclave, a corporation, on its behalf he is
(Company Name) (He is / She is)

personally known to me and has produced Drivers License
(Personally) / Not Personally (Form of Identification)

Stamp or Seal of Notary



[Signature]
Signature of Notary

Erica A Sutek
Printed Name

Date Notary Commission Expires (if not on stamp or seal)

EXHIBIT B

NON-DISCRIMINATION

These provisions apply to all work performed under this Agreement. Failure to comply with the terms of these provisions may be sufficient grounds to:

- A. Terminate this Agreement;
- B. Seek suspension/debarment of Motor Enclave; or
- C. Take any other action determined to be appropriate by Authority or the FAA.

01.01 Civil Rights – General – 49 USC § 47123

A. Compliance:

Motor Enclave agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefitting from Federal assistance. If Motor Enclave transfers its obligation to another, the transferee is obligated in the same manner as Motor Enclave.

B. Duration:

1. This provision obligates Motor Enclave for the period during which the property is owned, used or possessed by Motor Enclave and the Airport remains obligated to the FAA. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.
2. This provision also obligates Motor Enclave or its transferee for the period during which Federal assistance is extended to the Airport through the Airport Improvement Program, except where Federal assistance is to provide, or is in the form of, personal property, real property or interest therein, structures or improvements thereon. In these cases, the provision obligates Motor Enclave or any transferee for the longer of the following periods:
 - (a) The period during which the property is used by Authority 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 Authority or any transferee retains ownership or possession of the property.

01.02 Civil Rights – Title VI Assurances

A. Compliance with Non-Discrimination Requirements:

During the performance of this Agreement, Motor Enclave, for itself, its assignees, successors in interest, subcontractors and consultants agrees as follows:

- (1) **Compliance with Regulations:** Motor Enclave will comply with the Title VI List of Pertinent Non-Discrimination Statutes and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Agreement.
- (2) **Non-Discrimination:** Motor Enclave, with regard to the work performed by it during this Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Motor Enclave will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including but not limited to those listed at Section 25.02(B) below, including employment practices when this Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- (3) **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by Motor Enclave for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier will be notified by Motor Enclave of Motor Enclave's obligations under this Agreement and the Acts and the Regulations relative to non-discrimination on the grounds of race, color, or national origin.
- (4) **Information and Reports:** Motor Enclave will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by Authority or the FAA to be pertinent to ascertain compliance with such Acts, Regulations, and directives. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, Motor Enclave will so certify to Authority or the FAA, as appropriate, and will set forth what efforts it has made to obtain the information.

- (5) Sanctions for Non-compliance: In the event of Motor Enclave's non-compliance with the non-discrimination provisions of this Agreement, Authority will impose such Agreement sanctions as it or the FAA may determine to be appropriate, including, but not limited to, cancelling, terminating, or suspending this Agreement, in whole or in part.
- (6) Incorporation of Provisions: Motor Enclave will include the provisions of paragraphs one through six of this Article in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. Motor Enclave will take action with respect to any subcontract or procurement as Authority or the FAA may direct as a means of enforcing such provisions including sanctions for non-compliance. Provided, that if Motor Enclave becomes involved in, or is threatened with, litigation by a subcontractor or supplier because of such direction, Motor Enclave may request Authority to enter into any litigation to protect the interests of Authority. In addition, Motor Enclave may request the United States to enter into the litigation to protect the interests of the United States.

B. Title VI List of Pertinent Non-Discrimination Authorities:

During the performance of this Agreement, Motor Enclave, for itself, its assignees, and successors in interest agrees to comply with the following non-discrimination statutes and authorities:

- (1) Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- (2) 49 CFR Part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- (3) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- (4) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR Part 27;

- (5) The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 et seq.) (prohibits discrimination on the basis of age);
- (6) Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- (7) The Civil Rights Restoration Act of 1987 (PL 100-209) (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- (8) Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR Parts 37 and 38;
- (9) The FAA's Non-Discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- (10) Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- (11) Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, Motor Enclave must take reasonable steps to ensure that LEP persons have meaningful access to Motor Enclave's programs (70 Fed. Reg. at 74087 to 74100); and
- (12) Title IX of the Education Amendments of 1972, as amended, which prohibits Motor Enclave from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

C. Duration:

Motor Enclave must comply with this Article during the period during which Federal financial assistance is extended to Authority, except where the Federal financial assistance is to provide, or is in the form of, personal property or real property, or interest therein, or structures or improvements thereon, in which case this provision obligates Motor Enclave for the longer of the following periods:

- (1) So long as the Airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
- (2) So long as Authority retains ownership or possession of the property.

EXHIBIT C, SCRUTINIZED COMPANY CERTIFICATION

This certification is required pursuant to Florida Statute Section 287.135.

As of July 1, 2018, a company that, when entering into or renewing a contract/agreement for goods or services, is on the Scrutinized Companies that Boycott Israel List, created pursuant to Florida Statute Section 215.4725, or is engaged in a boycott of Israel, is ineligible for, and may not bid on, submit a proposal/response for, or enter into or renew a contract/agreement with an agency or local governmental entity for goods or services of any amount.

Additionally, as of July 1, 2018, a company that, when entering into or renewing a contract/agreement for goods or services, is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Florida Statute Section 215.473, or has been engaged in business operations in Cuba or Syria, is ineligible for, and may not bid on, submit a proposal/response for, or enter into or renew a contract/agreement with an agency or local governmental entity for goods or services of million or more.

Company: The Motor Enclave Tampa FID or EIN No.: 38-3381694
Address: 6500 Motor Enclave Way
City/State/Zip: Tampa, FL 33602

I, Brad Oleshansky as a representative of The Motor Enclave Land Holdings & The Motor Enclave Tampa

certify and affirm that this company, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, is not on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and is not engaged in business operations in Cuba or Syria if the resulting contract/agreement is for goods or services of million or more, and certify and affirm that this company, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, is not on the Scrutinized Companies that Boycott Israel List and is not engaged in a boycott of Israel if the resulting contract/agreement is for goods or services of any amount.

I understand and agree that the Authority may immediately terminate any contract resulting from this solicitation upon written notice if the undersigned entity (or any of those related entities as set out above) are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of million or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or it is found to have been engaged in business operations in Cuba or Syria.

[Signature] SIGNATURE TITLE CEO
Brad Oleshansky PRINTED NAME DATE 12/12/22