

SITE ACCESS AGREEMENT

1. The Parties. The undersigned real property owner, Hillsborough County Aviation Authority, ("Owner"), hereby give(s) permission to the State of Florida, Department of Environmental Protection ("Department") and its Contractor, subcontractors, and vendors ("Contractor"), to enter the Owner's properties ("the Properties") located at (see Attachment "1"), *FDEP Facility ID: 298624865, 298736540, 298624772, 298624915, 298943192, 298624927, 298736845, 298841127, 298625784, 299401849, 299600627 and 298625556.*

2. The Property. Owner owns the certain parcels: (see Attachment "1") of real property (the "Properties"), depicted on the attached legal descriptions as Exhibit "A."

3. Permissible Activities. This Site Access Agreement ("Agreement") is limited to activities which may be performed by the Department or its Contractors pursuant to Chapter 62-780, Florida Administrative Code (F.A.C.), without cost to the Owner (unless required in a separate agreement or is statutorily required for FPLRIP or ATRP programs) to locate contamination, determine contamination levels and, when necessary, remove and remediate contamination which may be performed by the Department and its Contractor. This access is provided only for the contamination either eligible for a state-funded cleanup or is being investigated pursuant to a consent order with the Department. If the contamination is eligible for state funding, nothing herein is intended to modify the requirements and limitations of the eligibility program or order. The following activities are included in this Agreement but are not limited to this list:

- conduct soil, surface, subsurface, and groundwater investigations, including but not limited to entry by a drill rig vehicle and/or support vehicles;
- install and remove groundwater monitoring wells;
- use geophysical equipment;
- use an auger for collecting soil and sediment samples;
- locate existing wells;
- collect waste, soil, and water samples;
- remove, treat and/or dispose of contaminated soils and water;
- remove contaminated soil by digging with backhoes, large diameter augers and similar equipment;
- install, operate, and remove remedial equipment;
- install and remove utility connections;
- trenching for connection of remediation wells to equipment; and
- conduct surveys, prepare site sketches, and take photographs.

4. Duration and Termination of Access. This Agreement is granted, without any fee or charge to the Department or Contractor, for so long as is necessary to assess, remove, monitor and remediate the contamination on the Property. Access shall be allowed for the Department (including its employees and contracted site managers or local government, if applicable) immediately upon the execution of this Agreement. However, access for a Contractor can be contingent upon the Owner timely entering into a separate site access agreement with the

Contractor (if the Owner wants a separate agreement with the Contractor please check the appropriate box at the end of this document). Such agreement with Contractor is not binding upon the Department. This Agreement shall continue until the Department's entry of a site rehabilitation completion order pursuant to Rule 62-780.680, Florida Administrative Code, or low-scored site initiative no further action order pursuant to Section 376.3071(12)(b), Florida Statutes ("Order"). At which time the Owner shall be provided a copy of the Order and this Agreement shall be automatically terminated.

5. Work Performed during Business Hours. The Department and Contractor may enter the Property during normal business hours and may also make arrangements to enter the Property at other times after agreement from the Owner.

6. Environmental Infrastructure and Well Permits. The Owner authorizes the Department and the Contractor to act as its authorized representative in signing all required forms and documents necessary for obtaining applicable permits related to environmental infrastructure improvements including well construction, repair, maintenance, modification, and abandonment pursuant to Chapter 373 F.S. The Department and Contractor must follow the Owner's Tenant Work Permit process.

7. Activities Comply with Applicable Laws. The Department and Contractor agree that any and all work performed on the Property and in association with this Agreement shall be done in a good, safe, workmanlike manner, and in accordance with applicable federal and state statutes, rules and regulations.

8. Proper Disposal of Contaminated Media. The Department and Contractor shall ensure that soil cuttings, any work materials, and water generated shall be disposed of in accordance with Environmental Laws. All soil cuttings, waste materials and development water generated shall be promptly removed from the Property.

9. Property Restoration. The Department shall pay the reasonable costs of restoring the Property as nearly as practicable to the conditions which existed before activities associated with contamination assessment or remedial action were taken.

10. Owner's Non-Interference. The Owner shall not interfere with the Department or Contractor when performing the Permissible Activities. Owner shall not damage any equipment including wells, piping, and remediation system that may be located on the Property. Owner shall notify the Department 90 days prior to commencement of any construction, demolition or other work on the Property that may damage or destroy any part of the equipment installed under this Agreement. If the Department anticipates that the remediation equipment will not be used for over one calendar year, the Owner can request removal of the remediation equipment if it is interfering with the operation of the business or with planned construction activities.

11. Non-revocable. If Property is the source of the discharge that is eligible for State funded remediation pursuant to Chapter 376, Florida Statutes, access to the Property is required and Owner may not revoke this Agreement with the Department until the

appropriate site rehabilitation completion order is issued under Chapter 62-780.680 or a low-scored site initiative order issued pursuant to Section 376.3071(12)(b), Florida Statutes, is final.

12. No Admission. The granting of this Agreement by the Owner is not intended, nor should it be construed, as an admission of liability on the part of the Owner for any contamination discovered on the Property.

13. Owner's Use of Property. The Owner retains the right to use the Property, and the Department and its Contractors will work with the Owner regarding minimizing activities that may interfere with the Owner's management and use of the Property. However, neither the Department nor the Contractor are responsible for any inconvenience, economic injury, or business damage that Owner may suffer due to the performance of any Permissible Activity. This agreement does not modify any legal right the parties may have regarding negligent acts.

14. Owner's Release of Claim. If Owner selected a qualified contractor (not an agency term contractor), the Owner hereby releases the Department from any and all claims against the Department performed by the Owner's selected contractor arising from or by virtue of, the Permissible Activities.

15. Injury to Department. The Owner shall not be liable for any injury, damage or loss on the Property suffered by the Department, Department employees or Contractors not caused by the negligence or intentional acts of the Owner's agents or employees.

16. Indemnification. The Department does not indemnify the Owner, see paragraph 17. The Contractor has indemnified the Department. However, if the Owner chooses to enter into a separate access agreement with the Contractor, the Contractor is not prohibited from indemnifying Owner as long as such indemnification does not conflict with the Contractor's indemnification of the Department. Where no conflicts exist, any subsequent indemnification by the Contractor to any party associated with the Permissible Activities is subservient and subordinate to the Contractor's indemnification of the Department.

17. Sovereign Immunity. To the extent permitted by law, and without either party waiving its sovereign immunity or waiving any limits established by Section 768.28, Florida Statutes, the Owner and the Department acknowledges and accepts their responsibility and liability for torts under applicable law (Section 768.28, Florida Statutes) for damages caused by the acts of their respective employees while on the Property.

18. Public Records. All documents created or received associated with the Permissible activities are a public record pursuant to Chapter 119, Florida Statutes. The Owner may retrieve any documents or other information related to the Permissible Activities online using the facility number reference above. <http://depdms.dep.state.fl.us/Oculus/servlet/login?action=login>.

Contractor shall comply with Florida Public Records law under Chapter 119, F.S. Records

made or received in conjunction with this Restated Contract are public records under Florida law, as defined in Section 119.011(12), F.S. Contractor shall keep and maintain public records required by the Department to perform services under this Restated Contract.

This Restated Contract may be unilaterally canceled by the Department for refusal by the Contractor to either provide to the Department upon request, or to allow inspection and copying of all public records made or received by the Contractor in conjunction with this Restated Contract and subject to disclosure under Chapter 119, F.S., and section 24(a), Article I, Florida Constitution.

If Contractor meets the definition of "Contractor" found In Section 119.0701(1)(a), F.S.; {i.e., an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency), then the following requirements apply:

- Pursuant to Section 119.0701, F.S., a request to inspect or copy public records relating to this Restated Contract for services must be made directly to the Department. If the Department does not possess the requested records, the Department shall immediately notify the Contractor of the request, and the Contractor must provide the records to the Department or allow the records to be inspected or copied within a reasonable time. If Contractor fails to provide the public records to the Department within a reasonable time, the Contractor may be subject to penalties under s. 119.10, F.S.
- Upon request, and the Department's custodian of public records, Contractor shall provide the Department 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, Florida Statutes, or as otherwise provided by law.
- Contractor shall identify and ensure that all 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 Restated Contract term and following completion of the Restated Contract if the Contractor does not transfer the records to the Department.
- Upon Completion of the Restated Contract, Contractor shall transfer, at no cost to the Department, all public records in possession of Contractor or keep and maintain public records required by the Department to perform the services under this Restated Contract. If the Contractor transfers all public records to the Department upon completion of the Restated Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Restated Contract, the Contractor shall meet all applicable requirements for retaining public records. All records that are stored electronically must be provided to Department, upon request from the Department's custodian of public records, in a format that is accessible by and compatible with the information technology systems of Department.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF

CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (850) 245-2118, by email at publicservices@dep.state.fl.us or at the mailing address Department of Environmental Protection Office Ombudsman & Public Services Attn: Public Records Request 3900 Commonwealth Blvd., MS 49 Tallahassee, Florida 32399.

19. Entire Agreement. This Agreement shall constitute the entire agreement between the Department and the Owner regarding this grant of access to the Department as stated herein. No modification, amendment or waiver of the terms and conditions of this Agreement shall be binding upon Department unless approved in writing by an authorized representative of Owner and Department.

20. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any action or proceeding arising from or relating to this Agreement shall be in the appropriate Florida court having jurisdiction located in Leon County, Florida.

21. Severability. Any provision of this Agreement that is prohibited or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof.

22. No Third Party Beneficiaries. This Agreement is solely for the benefit of the parties hereto and their respective successors and assigns and shall not be deemed to confer upon third parties any remedy, claim, liability, or reimbursement, claim of action or other right.

A. Are additional requirements attached to this agreement? Note: Additional requirements must be on a separate page titled Exhibit B and include the facility ID#, owner signature and date on the page.

YES

NO

B. Do you wish to participate or provide input with respect to rehabilitation of this

facility? YES

NO

C. Do you wish to exercise the option to reject one Agency Term Contractor prior to assignment of work?

YES

NO

D. Do you want the Contractor to contact you to obtain a separate site access agreement?
Note: Additional site access agreements must be completed between the owner and ATC within ninety (90) calendar days.

YES

NO

23. Well Permits. The Owner authorizes the Department and its Contractor to act as its agent in signing all required forms and documents necessary for obtaining applicable permits related to well construction, repair, maintenance, modification, and abandonment pursuant to Chapter 373, Florida Statutes.

Approved by Legal as to Form:



Michael Kamprath, Esq. Assistant General Counsel

Signature of each Property Owner

Signature of Witness

Print Name

Date

Print Name

Date

Property Owner Mailing Address

Property Owner Telephone or Cell Phone Number

Property Owner E-mail Address

Accepted by the State of Florida Department of Environmental Protection:



Natasha Lampkin
Program Administrator
Petroleum Restoration Program

3/27/19

Date



Signature of Witness

Susan Fields 3/27/19

Print Name

Date

Attachments:

Attachment 1- List of Facility IDs and associated site address and parcel number

Exhibit A- Legal description of the Properties

Exhibit B

Attachment 1

<u>FDEP Facility ID#</u>	<u>Parcel ID#</u>	<u>Physical Address</u>
298624865	A-18-29-18-ZZZ-000005-48950.0	5412 AIRPORT SERVICE
298736540	A-05-29-18-9MV-000000-A0003.0	AIR CARGO RD
298624772	A-09-29-18-ZZZ-000005-46230.2	4113 W BOY SCOUT
298624915	U-06-29-18-ZZZ-000001-06550.0	5311 VETERANS EXPY
298943192	A-05-29-18-ZZZ-000005-45370.0	4521 W CREST ST
298624927	A-09-29-18-ZZZ-000005-46190.0	4220 W TAMPA BAY
298736845	A-09-29-18-ZZZ-000005-46160.0	4400 TAMPA BAY BLVD
298841127	A-07-29-18-ZZZ-000005-45440.0	5020 W TAMPA BAY
298625784	A-05-29-18-ZZZ-000005-45390.0	4720 N WEST SHORE
299401849	A-05-29-18-ZZZ-000005-45390.0	4720 N WEST SHORE
299600627	A-05-29-18-ZZZ-000005-45380.0	4720 N WEST SHORE
298625556	A-36-29-18-4J5-000054-00000.0	825 SEVERN AVE

Exhibit A

FDEP FACILITY ID# 298624865

Legal Description: COM AT NE COR SEC 18 S 89 DEG 06 MIN 00 SEC W 503.75 FT S 00 DEG 54 MIN 00 SEC E 1758.92 FT W 30 FT FOR POB W 544.57 FT N 00 DEG 54 MIN 00 SEC W 480 FT E 544.57 FT AND S 00 DEG 54 MIN 00 SEC E 480 FT TO POB... COM AT NE COR SEC 18 S 89 DEG 06 MIN 00 SEC W 503.75 FT S 00 DEG 54 MIN 00 SEC E 1278.92 FT W 30 FT FOR POB W 544.57 FT N 00 DEG 54 MIN 00 SEC W 65 FT E 487.21 FT TO CURVE RAD 58.27 FT SELY ALONG CURVE 90.61 FT C/A 89 DEG 06 MIN 00 SEC TO END OF CURVE AND S 00 DEG 54 MIN 00 SEC E 7.64 FT TO POB.

FDEP FACILITY ID# 298736540

Legal Description: AIR CARGO ROAD TRACT A-3.

FDEP FACILITY ID# 298624772

Legal Description: COM AT SW COR SEC 9 S 89 DEG 28IN 16 SEC E 1577 FT THN N 00 DEG 49 MIN 44 SEC E 50 FT FOR POB THN N 89 DEG 28 MIN 16 SEC W 258.04 FT THN N 00 DEG 48 MIN 12 SEC E 412.91 FT THN S 88 DEG 01 MIN 18 SEC E 258.27 FT AND S 00 DEG 49 MIN 44 SEC W 406.38 FT TO POB.

FDEP FACILITY ID# 298624915

Legal Description: THAT PART OF FOLLOWING OUTSIDE CITY LIMITS PART OF SECS 5 6 7 8 9 16 17 & 18 DESC AS FOLLOWS: BEG AT SW CCOR SE 1/4 OF SW 1/4 SEC 7 S 88 DEG 53 MIN 15 SEC E 184.70 FT TO CURVE RAD 11415.16 FT CHRDR BRG N 00 DEG 09 MIN 16 SEC W 470.71 FT N 01 DEG 01 MIN 37 SEC E 599.20 FT N 01 DEG 01 MIN 37 SEC E 1586.41 FT N 00 DEG 50 MIN 08 SEC E 2656.39 FT N 89 DEG 05 MIN 49 SEC W 150 FT N 01 DEG 13 MIN 03 SEC E 1323.75 FT N 01 DEG 13 MIN 53 SEC E 3920.27 FT S 89 DEG 21 MIN 38 SEC E 2966.17 FT N 00 DEG 36 MIN 56 SEC E 15 FT S 89 DEG 23 MIN 05 SEC E 992.08 FT S 04 DEG 18 MIN 04 SEC W 75.50 FT S 89 DEG 15 MIN 27 SEC E 1388.22 FT S 00 DEG 44 MIN 33 SEC W 5 FT S 89 DEG 15 MIN 27 SEC E 475 FT N 00 DEG 44 MIN 33 SEC W 38 FT S 89 DEG 15 MIN 27 SEC E 1214.66 FT S 00 DEG 52 MIN 57 SEC W 5195.56 FT S 89 DEG 16 MIN 27 SEC E 9 FT S 00 DEG 52 MIN 15 SEC W 2754.75 FT S 88 DEG 01 MIN 54 SEC E 2009.44 FT S 88 DEG 00 MIN 03 SEC E 1338.47 FT S 89 DEG 30 MIN 58 SEC E 45 FT N 00 DEG 49 MIN 53 SEC E 53 FT S 89 DEG 30 MIN 59 SEC E 1170.30 FT S 00 DEG 29 MIN 03 SEC W 20 FT S 89 DEG 30 MIN 59 SEC E 1353.93 FT S 00 DEG 40 MIN 43 SEC W 2522.60 FT N 89 DEG 31 MIN 21 SEC W 1158.57 FT N 00 DEG 28 MIN 50 SEC E 50 FT N 89 DEG 31 MIN 10 SEC W 87.26 FT N 89 DEG 28 MIN 10 SEC W 23.23 FT TO CURVE RAD 2009.86 CHRDR BRG S 84 DEG 07 MIN 38 SEC W 488.31 FT N 89 DEG 28 MIN 10 SEC W 609.64 FT S 00 DEG 31 MIN 50 SEC W 100 FT S 89 DEG 28 MIN 10 SEC E 978.43 FT S 00 DEG 32 MIN 00 SEC W 51.63 FT TO CURVE RAD 1809.86 CHRDR BRG S 70 DEG 05 MIN 13 SEC W 1138.06 FT S 39 DEG 30 MIN 37 SEC E 169.05 FT TO CURVE RAD 22 FT CHRDR BRG S 66 DEG 26 MIN 16 SEC E 19.93 FT N 86 DEG 38 MIN 04 SEC E 30 FT S 03 DEG 21 MIN 56 SEC E 100 FT S 86 DEG 38 MIN 04 SEC W 30 FT TO CURVE RAD 122 FT CHRDR BRG N 66 DEG 26 MIN 16 SEC W 110.50 FT N 39 DEG 30 MIN 37 SEC W 169.05 FT TO CURVE RAD 1809.86 CHRDR BRG S 44 DEG 14 MIN 30 SEC

294.72 FT S 39 DEG 34 MIN 36 SEC W 684.76 FT N 89 DEG 25 MIN 28 SEC W 155.10 FT N 00 DEG 23 MIN 35 SEC E 125.78 FT S 39 DEG 34 MIN 35 SEC W 848.88 FT TO CURVE RAD 1578.61 FT CHRDR BRG S 65 DEG 25 MIN 58 SEC W 1633.50 FT S 85 DEG 24 MIN 04 SEC W 25.97 FT S 02 DEG 04 MIN 21 SEC W 170.02 FT N 88 DEG 45 MIN 49 SEC W 617.98 FT N 01 DEG 17 MIN 21 SEC E 220 FT N 87 DEG 03 MIN 39 SEC W 112.36 FT S 01 DEG 17 MIN 21 SEC W 50 FT N 89 DEG 05 MIN 10 SEC W 593.25 FT S 00 DEG 29 MIN 49 SEC W 130.01 FT N 38 DEG 53 MIN 04 SEC W 190.17 FT S 04 DEG 53 MIN 07 SEC E 10.06 FT N 88 DEG 53 MIN 07 SEC W 467.36 FT N 05 DEG 22 MIN 12 SEC 10.06 FT N 88 DEG 53 MIN 07 SEC W 1992.95 FT N 88 DEG 44 MIN 58 SEC W 1325.22 FT S 00 DEG 29 MIN 53 SEC W 40 FT N 88 DEG 44 MIN 58 SEC W 2052.01 FT CURVE RAD 148.18 FT CHRDR BRG N 24 DEG 19 MIN 51 SEC W 34.13 FT AND N 00 DEG 46 MIN 54 SEC E 2014.94 FT TO POB LESS LEASED PARCELS FOR THAT PART INSIDE CITY LIMITS SEE FOLIO # 108980.0000.

FDEP FACILITY ID# 298943192

Legal Description: COM AT SE COR SEC 5 N 4509.42 FT W 1936.82 FT N 40 FT E 290 FT FOR POB N 314.5 FT E 306.7 FT S 314.5 FT AND W 306.7 FT TO POB.

FDEP FACILITY ID# 298624927

Legal Description: TRACT DESC AS FROM NW COR OF SW 1/4 RUN S 01 DEG 07 MIN 16 SEC E 67.52 FT AND E 618.59 FT TO C/L OF HUBERT AVE TO POB AND RUN E 350.54 FT S 01 DEG 22 MIN 21 SEC E 426.16 FT W 360.77 FT AND N 425.90 FT TO BEG LEASED TO HILLSBOROUGH COUNTY MOSQUITO CONTROL DEPT.

FDEP FACILITY ID# 298736845

Legal Description: LEASED PROPERTY PER OR 8127-557 COM AT NW COR SEC 9 S 01 DEG 07 MIN 16 SEC E 2798.16 FT FOR POB N 89 DEG 58 MIN 48 SEC E 207.11 FT S 00 DEG 01 MIN 56 SEC E 425.75 FT N 89 DEG 59 MIN 52 SEC W 199.02 FT AND N 01 DEG 07 MIN 16 SEC W 425.75 FT TO POB.

FDEP FACILITY ID# 298841127

Legal Description: THAT PART OF FOLLOWING LYING WITHIN CITY LIMITS PART OF SECS 5 6 7 8 9 16 17 & 18 DESC AS FOLLOWS: BEG AT SW COR SE 1/4 OF SW 1/4 SEC 7 S 88 DEG 53 MIN 15 SEC E 184.70 FT TO CURVE RAD 11415.16 FT CHRDR BRG N 00 DEG 09 MIN 16 SEC W 470.71 FT N 01 DEG 01 MIN 37 SEC E 599.20 FT N 01 DEG 01 MIN 37 SEC E 1586.41 FT N 00 DEG 50 MIN 08 SEC E 2656.39 FT N 89 DEG 05 MIN 49 SEC W 150 FT N 01 DEG 13 MIN 03 SEC E 1323.75 FT N 01 DEG 13 MIN 53 SEC E 3920.27 FT S 89 DEG 21 MIN 38 SEC E 2966.17 FT N 00 DEG 36 MIN 56 SEC E 15 FT S 89 DEG 23 MIN 05 SEC E 992.08 FT S 04 DEG 18 MIN 04 SEC W 75.50 FT S 89 DEG 15 MIN 27 SEC E 1388.22 FT S 00 DEG 44 MIN 33 SEC E 5 FT S 89 DEG 15 MIN 27 SEC E 475 FT N 00 DEG 44 MIN 33 SEC W 38 FT S 89 DEG 15 MIN 27 SEC E 1214.66 FT S 00 DEG 52 MIN 57 SEC W 519.56 FT S 89 DEG 16 MIN 27 SEC E 9 FT S 00 DEG 52 MIN 15 SEC W 2754.75 FT S 88 DEG 01 MIN 54 SEC E 2009.44 FT S 88 DEG 00 MIN 03 SEC E 1338.47 FT S 89 DEG 30 MIN 58 SEC E 45 FT N 00 DEG 49 MIN 53 SEC E 53 FT S 89 DEG 30 MIN 59 SEC E 1170.30 FT S 00 DEG 29 MIN 03 SEC W 20 FT S 89 DEG 30 MIN 59 SEC E 1353.93 FT S 00 DEG 40 MIN 43 SEC W 2522.60 FT N 89 DEG 31 MIN 21 SEC W 1158.57 FT N 00 DEG 28

MIN 50 SEC E 50 FT N 89 DEG 31 MIN 10 SEC W 87.26 FT N 89 DEG 28 MIN 10 SEC W 23.23 FT TO CURVE RAD 2009.86 CHRDR BRG S 84 DEG 07 MIN 38 SEC W 448.31 FT N 89 DEG 28 MIN 10 SEC W 609.64 FT S 00 DEG 31 MIN 50 SEC W 100 FT S 89 DEG 28 MIN 10 SEC E 978.43 FT S 00 DEG 32 MIN 00 SEC W 51.63 FT TO CURVE RAD 1809.86 CHRDR BRG S 70 DEG 05 MIN 13 SEC W 1138.06 FT S 39 DEG 30 MIN 37 SEC E 169.05 FT TO CURVE RAD 22 FT CHRDR BRG S 66 DEG 26 MIN 16 SEC E 19.93 FT N 86 DEG 38 MIN 04 SEC E 30 FT S 03 DEG 21 MIN 56 SEC E 100 FT S 86 DEG 38 MIN 04 SEC W 30 FT TO CURVE RAD 122 FT CHRDR BRG N 66 DEG 26 MIN 16 SEC W 110.50 FT N 39 DEG 30 MIN 37 SEC W 169.05 FT TO CURVE RAD 1809.86 FT CHRDR BRG S 44 DEG 14 MIN 30 SEC W 294.72 S 39 DEG 34 MIN 36 SEC W 648.76 FT N 89 DEG 25 MIN 28 SEC W 155.10 FT N 00 DEG 23 MIN 35 SEC E 125.78 FT S 39 DEG 34 MIN 35 SEC W 848.88 FT TO CURVE RAD 1578.61 FT CHRDR BRG S 65 DEG 25 MIN 58 SEC W 1633.50 FT S 85 DEG 24 MIN 04 SEC W 25.97 FT S 02 DEG 04 MIN 21 SEC W 170.02 FT N 88 DEG 45 MIN 49 SEC W 617.98 FT N 01 DEG 17 MIN 21 SEC E 220 FT N 87 DEG 03 MIN 39 SEC W 112.36 FT S 01 DEG 17 MIN 21 SEC W 50 FT N 89 DEG 05 MIN 10 SEC W 593.25 FT S 00 DEG 29 MIN 49 SEC W 130.01 FT N 88 DEG 53 MIN 04 SEC W 190.17 FT S 04 DEG 53 MIN 07 SEC E 10.06 FT N 88 DEG 53 MIN 07 SEC W 467.36 FT N 05 DEG 22 MIN 12 SEC W 10.06 FT N 88 DEG 53 MIN 07 SEC W 1992.95 FT N 88 DEG 44 MIN 58 SEC W 1325.22 FT S 00 DEG 29 MIN 53 SEC W 40 FT N 88 DEG 44 MIN 58 SEC W 2052.01 FT CURVE RAD 1480.18 FT CHRDR BRG N 24 DEG 19 MIN 51 SEC W 34.13 FT AND N 00 DEG 46 MIN 54 SEC E 2014.94 FT TO POB...BEG AT INTERS OF WESTSHORE AND S BDRY HILLSBOROUGH AVE OF SEC 5 RUN E 1196.12 FT S 647.56 FT W 1196.12 FT AND N 647.56 FT TO POB LESS LEASED PARCELS FOR THAT PART OUTSIDE CITY LIMITS SEE FOLIO # 31508.0000 A TRACT OF LAND IN SECS 7, 8, 17 AND 18-29-18 DESC AS FOLLOWS: COM AT SE COR SEC 7 N 88 DEG 55 MIN 12 SEC W 435.65 FT FOR POB N 1 DEG 04 MIN 48 SEC W 650 FT S 88 DEG 55 MIN 12 SEC E 1600 FT S 1 DEG 04 MIN 48 SEC E 1150 FT S 88 DEG 55 MIN 12 SEC W 1600 FT AND N 1 DEG 48 MIN 48 SEC W 500 FT TO POB LOT BEG ON NELY R/W OF DOUGLAS ST 860 FT E AND 400 FT S OF NW COR OF SE 1/4 AND RUN SELY ALONG ST 250 FT SWLY AT R/A 100 FT NWLY P/L TO ST 250 FT AND NELY 100 FT TO BEG BLOCK 15 A TRACT BEG 130 FT W OF SWLY INTER OF TAMPA BAY BLVD AND N DALE MABRY HWY AND RUN W ALONG BLVD 200 FT S 250 FT E 200 FT AND N 250 FT TO BEG... AND ALL OF BLOCK 93 94A AND 94B AND LESS THAT PART OF AIR CARGO RD PB 117-111 2010 LYING WITHIN.

FDEP FACILITY ID# 298625784

Legal Description: TRACT BEG 2197.07 FT W AND 2166.69 FT N OF SE COR OF SE 1/4 AND RUN N 450 FT W 260 FT S 450 FT AND E 260 FT TO BEG.

FDEP FACILITY ID# 299401849

Legal Description: TRACT BEG 2197.07 FT W AND 2166.69 FT N OF SE COR OF SE 1/4 AND RUN N 450 FT W 260 FT S 450 FT AND E 260 FT TO BEG.

FDEP FACILITY ID# 299600627

Legal Description: TRACT DESC AS BEG 2197.07 FT W AND 1853.06 FT N OF SE COR OF SE 1/4 AND RUN N 313.63 FT W 260 FT S 313.63 FT AND E 260 FT TO BEG LEASED TO DELTA AIRLINES FUEL FARM.

FDEP FACILITY ID# 298625556

Legal Description: DAVIS ISLANDS THAT PT OF BLKS 54 58 - 61 INCL 66 75 - 87 INCL VAC STREETS ABUTTING SD BLKS AND TRACT MARKED CITY PARK BEG MOST NLY COR OF LOT 43 BLK C DAVIS ISLAND SUBDIVISION - PETER O KNIGHT AIRPORT SEC PB 37 PG 90 RUN THN ALG AOC TO LT W/RAD 823.64 FT CB N 23 DEG 58 MIN 52 SEC E 407.77 FT THN ALG AOC TO LT W/RAD 440 FT CB N 07 DEG 59 MIN 37 SEC W 266.93 FT THN ALG AOC TO RT W/RAD 1045.86 FT CB S 03 DEG 08 MIN 12 SEC W 1007.46 FT THN ALG AOC TO RT W/RAD 943.32 FT CB S 26 DEG 46 MIN 40 SEC W 211.58 FT THN ALG AOC TO LT W/RAD 701.2 FT CB S 23 13 MIN 02 SEC W 243.52 FT RUN S 44 DEG 45 MIN 38 SEC E 27.23 FT THN ALG AOC TO LT W/RAD 530.45 FT CB S 15 DEG 28 MIN 16 SEC W 190.06 FT THN ALG AOC TO LT W/RAD 182.33 FT CB S 09 DEG 03 MIN 06 SEC E 81.89 FT RUN S 82 DEG 38 MIN 49 SEC W 336.33 FT N 07 DEG 18 MIN 26 SEC W 308.37 FT THN S 76 DEG 08 MIN 08 SEC W 272.44 FT THN ALG AOC TO RT W/RAD 970.73 FT CB S 82 DEG 22 MIN 06 SEC W 158.3 FT N 79 DEG 13 MIN 23 SEC W 26.37 FT THN ALG AOC TO RT W/RAD 1336.57 FT CB N 87 DEG 44 MIN 40 SEC W 218.15 THN ALG AOC TO RT W/RAD 593.88 FT CB N 65 DEG 57 SEC W 367.97 FT RUN N 43 DEG 01 MIN 54 SEC E 5 FT THN ALG AOC TO LT W/RAD 233.4 FT CB N 72 DEG 15 MIN 55 SEC W 199.47 FT THN ALG AOC TO LT W/ RAD 435.5 FT CB S 59 DEG 49 MIN 29 SEC W 334.91 FT RUN S 37 DEG 12 MIN 41 SEC W 944.76 FT THN ALG AOC TO RT W/RAD 388.85 FT CB S 53 DEG 58 MIN 47 SEC W 224.37 FT RUN S 70 DEG 44 MIN 54 SEC W 84.99 FT THN ALG AOC TO RT W/RAD 255 FT CB N 83 DEG 04 MIN 57 SEC W 224.92 FT RUN N 42 DEG 24 MIN 15 SEC W 81.53 FT THN ALG AOC TO RT W/RAD 810 FT CB N 23 DEG 34 SEC W 403.22 FT THN ALG AOC TO RT W/RAD 236 FT CB N 30 DEG 26 MIN 42 SEC E 297.31 FT THN N 69 DEG 27 MIN 46 SEC E 341.45 FT THN ALG AOC TO LT W/RAD 580 FT CB N 41 DEG 08 MIN 30 SEC E 550.75 FT THN ALG AOC TO LT W/RAD 1072.24 FT CB N 10 DEG 12 MIN 11 SEC E 97.03 FT THN S 82 DEG 23 MIN 27 SEC E 85.86 FT N 37 DEG 10 MIN 03 SEC E 2130.17 FT THN N 06 DEG 48 MIN 44 SEC W 165.99 FT N 37 DEG 10 MIN 02 SEC E 252 FT THN N 06 DEG 48 MIN 45 SEC W 305.06 FT AND N 51 DEG 40 MIN 03 SEC W 17.12 FT TO BEG.

Exhibit B

Civil Rights. Title VI List of Pertinent Nondiscrimination Authorities During the performance of this Contract, the Department and Contractor, for itself, its assignees, and successors in interest agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- a. 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);
- b. 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);
- c. 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);
- d. 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;
- e. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- f. 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);
- g. 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);
- h. 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;
- i. The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- j. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination 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;
- k. 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, Contractor must take reasonable steps to ensure that LEP

persons have meaningful access to Contractor's programs (70 Fed. Reg. at 74087 to 74100); and

- i. Title IX of the Education Amendments of 1972, as amended, which prohibits Contractor from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

Federal Right to Reclaim. In the event a United States governmental agency will demand and take over the entire facilities of the Airport or the portion thereof wherein the Premises are located, for public purposes, for a period in excess of 90 consecutive days, then this Agreement will hereupon terminate and Authority will be released and fully discharged from any and all liability hereunder. In the event of such termination, nothing herein will be construed as relieving either Party from any of its liabilities relating to events or claims of any kind whatsoever prior to this termination.