

LICENSE AGREEMENT

O'Brien Street Drainage Pipe

Tampa International Airport

CITY OF TAMPA

Prepared by:

**Real Estate Department
Attn: Susan Collins
Hillsborough County Aviation Authority
P.O. Box 22287
Tampa, FL 33622**

LICENSE AGREEMENT

O'BRIEN STREET DRAINAGE PIPE

KNOW ALL MEN BY THESE PRESENTS that the HILLSBOROUGH COUNTY AVIATION AUTHORITY, an independent special district existing under the laws of the State of Florida (hereinafter referred to as "Grantor") whose principal address is P.O. Box 22287, Tampa, Florida 33622, in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt of which is hereby acknowledged, does hereby enter into with the CITY OF TAMPA, FLORIDA, a municipal corporation, in Hillsborough County, Florida (hereinafter referred to as "Grantee") whose principal address is 315 East Kennedy Boulevard, Tampa, Florida, 33602, and to its successors and assigns, a License Agreement for the installation, construction, maintenance, repair and operation in support of above and below ground drainage and utility improvements and appurtenances thereto in support of O'Brien Street (hereinafter collectively referred to as "Improvements"), together with full right of ingress, egress and access on, in, over, under, across and through a parcel of real estate owned by Grantor located in the City of Tampa, Hillsborough County, Florida as more particularly described as follows:

AS DESCRIBED IN EXHIBIT "A" WHICH IS ATTACHED HERETO AND MADE A PART
HEREOF BY THIS REFERENCE (hereinafter referred to as "Property").

1. Use. Grantee's use of the Property shall be at all times in compliance with all federal, state, and local laws, regulations, ordinances, statutes, and Grantor's procedures, rules, policies, and operating directives which shall be made available to Grantee for review upon request. It is further agreed that:
 - a. Grantee hereby agrees that it and its successors and assigns shall protect the rights and interests of the public in Tampa International Airport and prevent any use of the Property which would interfere with or adversely affect the operation or maintenance of Tampa International Airport or otherwise constitute an airport hazard under Federal Aviation Regulations, Part 77, and Grantor's Height Zoning Regulations.
 - b. Grantee agrees not to build any structures or make any improvements or modifications on the Property, which are inconsistent with the terms of this License Agreement and without first notifying and obtaining written approval from Grantor.
 - c. Grantee agrees that Grantor has absolute jurisdiction and control over the Property and Grantee shall not grant or convey by permit or otherwise any right of use of the Property to any other individual, entity, utility or other third party.
 - d. Grantee will be solely responsible for all costs associated with all maintenance, repair and operation of all Improvements on the Property.

2. Reservation of Rights. Grantor reserves the following rights and privileges unto itself and its successors and assigns:
 - a. For the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Property, together with the right to cause in said airspace such noise as may be inherent in the operations of aircraft, now known or hereinafter used, for navigation of or flight in the said airspace and for use of said airspace for landing on, taking off from, or operating on Tampa International Airport.

- b. To restrict the height of structures, objects of natural growth, and other obstructions on the Property to such a height so as to comply with Federal Aviation Regulations, Part 77 and Grantor's Height Zoning Regulations.
- c. To prevent any use of the Property which would interfere with the landing or takeoff of aircraft at Tampa International Airport or air navigation and/or communication facilities serving Tampa International Airport, or otherwise constitute an airport hazard.
- d. To install landscaping, irrigation, and/or fencing on or within the Property provided that such landscaping, irrigation, and/or fencing does not directly interfere with the operation and maintenance of the Improvements.
- e. To grant License Agreements to other parties on or within the Property provided that such agreements do not directly interfere with the operation and maintenance of the Improvements.
- f. To require the relocation of the Improvements in whole or in part for any airport or aviation project, purpose, or plan initiated or sponsored by Grantor. If such relocation is the result of an airport project or purpose, the cost of such relocation shall be at the expense of Grantor. Within 180 days after receipt of written notice from Grantor, Grantee shall commence to relocate its Improvements in whole or in part. Upon relocation, the vacated portion of the Property will be released and conveyed back to Grantor by Grantee.

3. Indemnification. Grantee hereby agrees that it will, to the extent allowed by law and subject to the limitations of liability found at Section 768.28, Florida Statutes, indemnify and hold harmless Grantor from any claims, actions, causes of action, suits in equity, demands, judgments, liabilities, losses, suits, interests, fines, penalties, damages, losses of use, costs, or expenses, including reasonable attorney's fees, brought or made for or on account of any injuries or damages received or sustained by any person or property, arising out of, occasioned by, or in connection with Grantee's operation or use of the Improvements and/or Property. This indemnification will not be construed as a waiver of Grantee's sovereign immunity protections and privileges or the limits of liability and procedural provisions contained in Section 768.28, Florida Statutes.

4. Repair by Grantee. Grantee will be responsible for returning any excavated areas to finish grade and in accordance with Federal Aviation Administration specifications; restoring any pavement that is disturbed to the quality of pavement that meets the minimum standard for public streets in the City of Tampa; and restoring any airfield pavement that is disturbed to the quality of pavement that meets the minimum standards for airfield pavement by the Federal Aviation Administration.

5. Underground Facility Damage Prevention and Safety Act. Grantee acknowledges that under the Underground Facility Damage Prevention and Safety Act (Chapter 556, Fla. Stat.), Grantee is obligated to notify Sunshine State One-Call of Florida, Inc. of its intent to engage in excavation or demolition prior to commencing any work and that this notification system shall provide member operations an opportunity to identify and locate, if applicable, their underground facilities prior to said excavation or demolition. In the event Grantee fails to provide notice as set forth above, Grantee may be held responsible for costs and expenses incurred due to damage caused thereby.

6. Termination. This License Agreement shall terminate at such time as the Improvements referenced herein are no longer used by the Grantee for the purposes stated herein.

7. Civil Rights. The City of Tampa, with regard to the work performed by it under this License 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. The City of Tampa will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21. During the performance of this License Agreement, the City of

Tampa, for itself, its assignees, and successors in interest, agrees to comply with the following non-discrimination 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), as amended, generally and section 47123, specifically (prohibits discrimination based on race, creed, color, national origin, or sex) and all regulations promulgated by the Secretary of Transportation thereunder;
- 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) and all regulations promulgated by the Secretary of Transportation thereunder;
- j. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures 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;
- 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, The City of Tampa must take reasonable steps to ensure that LEP persons have meaningful access to Contractor's programs (70 Fed. Reg. at 74087 to 74100); and
- l. Title IX of the Education Amendments of 1972, as amended, which prohibits The City of Tampa from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

8. **Notice.** Notices pursuant hereto shall be deemed validly given, served, or delivered, three (3) business days after deposit in the United States mail, certified and with proper postage and certified fee

prepaid, or one (1) business day after deposit with another delivery system providing verifiable tracking documentation, and addressed as follows:

To Grantor:
Hillsborough County Aviation Authority
Tampa International Airport
P.O. Box 22287
Tampa, Florida 33622-2287
Attn: Chief Executive Officer

To Grantee:
City of Tampa, Florida
315 East Kennedy Blvd.
Tampa, Florida 33602
Attn: Mayor

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 Section.

9. Entire Agreement. This License Agreement constitutes the entire agreement and understanding between the parties with respect to the subject matter hereof. This License Agreement may not be changed, altered, or modified except by an instrument in writing signed by the party against whom enforcement of such change would be sought. This License Agreement shall be binding upon the parties hereto and their respective successors and assigns.

(Remainder of page intentionally left blank)

IN WITNESS WHEREOF, the parties hereto have set their hands and corporate seals on this _____ day of _____, 2018.

ATTEST:

HILLSBOROUGH COUNTY AVIATION AUTHORITY

Victor D. Crist, Secretary
Address: P. O. Box 22287
Tampa, FL 33622

By: _____
Robert I. Watkins, Chairman
Address: P. O. Box 22287
Tampa, FL 33622

Signed, sealed, and delivered
in the presence of:

Witness Signature

LEGAL FORM APPROVED:

Print Name

By: _____
David Scott Knight
Assistant General Counsel

Witness Signature

Print Name

HILLSBOROUGH COUNTY AVIATION AUTHORITY

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by Robert I. Watkins in the capacity of Chairman, and by Victor D. Crist in the capacity of Secretary, of the Board of Directors, Hillsborough County Aviation Authority, a public body corporate under the laws of the State of Florida, on its behalf. They are personally known to me and they did not take an oath.

(Stamp or seal of Notary)

Signature of Notary

Type or print name of Notary

Date of Commission Expiration (if not on stamp or seal)

(Affix Corporate Seal)

GRANTEE:

CITY OF TAMPA

ATTEST:

City Clerk/Deputy City Clerk

Print Name

Address: 315 E. Kennedy Blvd.
Tampa, Florida 33602

Signed, sealed, and delivered
in the presence of:

Witness

Print Name

Witness

Print Name

CITY OF TAMPA
STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledge before me this _____ day of _____, 2018, by BOB BUCKHORN, in the capacity of MAYOR of the CITY OF TAMPA, a municipal corporation, on its behalf. He is (personally/not personally) known to me and has produced the following document of identification _____.

(Stamp or seal of Notary)

By: Bob Buckhorn

Title: Mayor of the City of Tampa

Address: 315 E. Kennedy Blvd.
Tampa, Florida 33602

LEGAL FORM APPROVED:

By: _____

Print Name: _____
Assistant City Attorney

Signature of Notary

Type or Print name of Notary

Date of Commission Expiration (if not on stamp or seal)

A PORTION OF THE NORTHWEST 1/4 OF SECTION 17, TOWNSHIP 29 SOUTH, RANGE 18 EAST CITY OF TAMPA, HILLSBOROUGH COUNTY, FLORIDA
 PARCEL 901

C.O.T. PROJECT NO.: 14-D-00037

DESCRIPTION

A PARCEL OF LAND LYING IN NW 1/4 OF SECTION 17, TOWNSHIP 29 SOUTH, RANGE 18 EAST, IN HILLSBOROUGH COUNTY, FLORIDA.

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 17; THENCE S 88°53'56" E ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 17, A DISTANCE OF 732.90 FEET; THENCE N 01°06'04" E, A DISTANCE OF 170.00 FEET TO A POINT ON THE NORTH R/W LINE OF SPRUCE STREET AND THE POINT OF BEGINNING; THENCE N 01°11'06" E, A DISTANCE OF 48.17 FEET; THENCE S 88°47'53" E, A DISTANCE OF 30.00 FEET; THENCE S 01°11'06" W, A DISTANCE OF 48.17 FEET TO A POINT ON THE NORTH R/W LINE OF SAID SPRUCE STREET; THENCE N 88°53'56" W ALONG THE NORTH R/W LINE OF SAID SPRUCE STREET, A DISTANCE OF 30.00 TO THE POINT OF BEGINNING.

CONTAINING 1445 SQUARE FEET MORE OR LESS

SURVEYOR'S NOTES:

- ALIGNMENT, EXISTING RIGHT OF WAY LINES AND PROPOSED RIGHT OF WAY LINES ARE REFERENCED TO CITY OF TAMPA PROJECT 14-D-0037 BY CUMBNEY & FAIR, INC.
- BEARINGS AND COORDINATES SHOWN, ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, WEST ZONE, NORTH AMERICAN DATUM OF 1983, 1990 ADJUSTMENT. BETWEEN NATIONAL GEODETIC SURVEY STATIONS "ALBRITON90" AND "TAYLOR90", DERIVING A BEARING OF S 48°51'45" W.
- SKETCH ONLY, NOT A SURVEY.
- SUBJECT TO RESTRICTIONS AND EASEMENTS OF RECORD.

SKETCH ONLY, NOT A SURVEY

THIS DESCRIPTION IS NOT COMPLETE WITHOUT THE ACCOMPANYING SKETCH

SEE SHEET 1 FOR SKETCH

CUMBNEY & FAIR, INC.
 2463 ENTERPRISE ROAD
 CLEARWATER, FL 34615
 (727) 797-8982
 LB 2168

Handwritten signature and initials
 MARK ALAN QUINN, PLS #5850
 FLORIDA REGISTERED SURVEYOR
 22-01-2018

THIS SKETCH AND DESCRIPTION IS NOT VALID UNLESS IMPRINTED WITH AN EMBOSSED SURVEYOR'S SEAL.

REVISIONS		C.O.T. PROJECT NO.: 14-D-00037	
NO.	DATE	DESCRIPTION	APPROVAL

PREPARED FOR: CITY OF TAMPA, FLORIDA

PARCEL 901

SKETCH AND DESCRIPTION EXHIBIT "A"

SHEET 2 OF 2