



Peter O. Knight Airport
Plant City Airport
Tampa Executive Airport

August 22, 2024

Hillsborough County
Aviation Authority
P.O. Box 22287
Tampa, Florida 33622
phone/ 813-870-8700
fax/ 813-875-6670
TampaAirport.com

Travis Santos, General Counsel
Tampa M Automotive Management, LLC c/o Morgan Auto Group
3031 N. Rocky Point Dr. W, Suite 770
Tampa, FL 33607
RE: Letter of Agreement for Temporary Use of Land for
Excess Automobile Parking
Tampa M Automotive Management, LLC
Tampa International Airport ("Airport")

Dear Mr. Santos:

The following constitutes a Letter of Agreement ("LOA") between the Hillsborough County Aviation Authority ("Authority") and Tampa M Automotive Management, LLC ("Tampa M") whereby the Authority grants temporary use of approximately 2 acres of unimproved land located at 4113 Columbus Drive, Tampa, Florida ("Premises") as depicted on Exhibit A, entitled Premises, attached hereto and incorporated herein, for parking excess automobiles. Use of said Premises is granted in accordance with the following terms and conditions:

1. Term. The term ("Term") of this LOA will be for one (1) year, commencing on February 1, 2025 ("Commencement Date") and ending on January 31, 2026. Should the Authority at any time during the Term require the use of the Premises, the Authority will deliver to Tampa M written notice of its intent to terminate this LOA which termination shall take effect 30 days from the date of delivery of the written notice.
2. Renewal Option. If Tampa M is not in default of any terms of this LOA or in the payment of any rents or other charges to Authority, this LOA may be renewed at the terms and conditions stated hereunder for one (1), one year period upon written notice by Tampa M at least 120 days prior to LOA's expiration and written acceptance by Authority's Chief Executive Officer. Such renewal will be effective by letter without formal amendment to this LOA. If the renewal option is exercised by Tampa M and approved by Authority, this LOA will have a termination date of January 31, 2027.
3. Termination. This LOA may be terminated by Tampa M with or without cause, if Tampa M is not in default of any of the terms and conditions of this LOA or in the payment of any rents, fees or other charges to the Authority under this LOA, upon 30 days' written notice to the Authority.
4. Premises. Authority and Tampa M hereby agree to Tampa M's use of the Premises, the general location and depiction of which are shown on the attached Exhibit A. Tampa M accepts the Premises in "as is" condition.

Joseph W. Lopano, Chief Executive Officer | Brig. General Chip Diehl, Chairman | Gary W. Harrod, Vice Chairman
Mayor Jane Castor, Secretary | Robert L. Watkins, Treasurer | Commissioner Harry Cohen, Assistant Secretary/Assistant Treasurer

5. Permitted Uses. Tampa M may utilize the Premises for excess automobile parking only. No work is to be performed on automobiles parked on Premises. Please see Exhibit B, Fire Marshal Requirements for Excess Vehicle Parking Areas, attached hereto and incorporated herein by reference.
6. Rent. As consideration for the use of the Premises, Tampa M agrees to pay a monthly fee as follows:

Beginning February 1, 2025, the monthly Rent amount will be \$9,147.60 plus applicable taxes. A rental rate increase, determined by CPI, will take effect on October 1, 2025 and the new rental rate will be communicated to Tampa M in writing at that time. Should the one-year renewal option be requested and approved, a new rental rate will take effect October 1, 2026 and continue through January 31, 2027. For any period of less than one calendar month that this LOA is in effect, the Rent will be calculated on a pro rata basis.
7. Utilities and other fees. Utilities and other fees not paid directly by Tampa M shall be reimbursed to the Authority including, but not limited to, electric, keys, locks and administrative charges for invoicing. All reimbursed costs due under this LOA shall be due and payable immediately after services are received and shall be paid within fifteen (15) days from the invoice date.
8. Payments. Tampa M will submit all payments required by this LOA on or before the first day of each and every calendar month, in advance and without demand. In the event Tampa M is delinquent after the 10th of the month, Authority reserves the right to charge Tampa M interest thereon from the date the payments became due to the date of payment at the Federal Reserve Bank of New York prime rate in effect on the date the payments became due plus four percent (FRBNY prime + 4%) or 12 percent per annum, whichever is greater, to the maximum extent permitted by law.
9. Place of Payments. Tampa M will submit all payments as follows:

(ELECTRONICALLY – PREFERRED METHOD)
Via ACH with Remittance Advice to Receivables@TampaAirport.com

OR

(MAIL DELIVERY)
HILLSBOROUGH COUNTY AVIATION AUTHORITY
ATTN: FINANCE DEPARTMENT
TAMPA INTERNATIONAL AIRPORT
P.O. BOX 22287
TAMPA, FLORIDA 33622-2287

OR

(HAND DELIVERY)
HILLSBOROUGH COUNTY AVIATION AUTHORITY
ATTN: FINANCE DEPARTMENT

10. Improvements and Alterations. Tampa M will perform all Permitted Uses so as not to interfere with the primary functions of the Airport. The rights granted herein by Authority are limited to the Permitted Uses. Tampa M will make no improvements, installations, repairs, or alterations whatsoever upon the Premises without Authority's consent.
11. Costs. Tampa M agrees to be solely responsible for any and all costs associated with the Permitted Uses upon the Premises.
12. Authority's Right to Suspend Permitted Uses. Authority retains the right to direct a temporary suspension of Permitted Uses, and Tampa M will immediately suspend Permitted Uses upon verbal direction by Authority under the following circumstances until the cause of such suspension has been eliminated:
 - 12.1 The Authority determines in its sole discretion that Permitted Uses interfere with the primary use of the Airport including, but not limited to, an Airport emergency or other unforeseen situation.
 - 12.2 Tampa M fails to perform Permitted Uses in accordance with this LOA.
13. Audits and Inspections. The Authority or its representative may at any time perform audits, inspections, or attestation engagements of all or selected operations performed by Tampa M under this LOA, upon prior written notice to Tampa M.
14. Restoration of Premises. Unless otherwise mutually agreed by the Parties, at the end of the Term, Tampa M agrees that it will repair any damages to the Premises that may have occurred and will surrender up and deliver the Premises to Authority in the condition that they existed prior to the Commencement Date. If Tampa M fails to repair any such damages, Authority will have the right, but not the obligation, to repair any such damages. Should Authority elect to do so, Tampa M will pay all such costs and expenses incurred by Authority for such repair, plus a 15% administrative charge, within 15 days from the date of the invoice for such.
15. General Security. Tampa M will be responsible for the provision of security for the Premises, personal property, and all belongings of Tampa M and the authorized parties during the Term of this LOA. Authority assumes no responsibility for the protection or security of Tampa M, the authorized parties, or their property of any kind or description whatsoever at any time during the Term.
16. Trash and Debris. Tampa M will be responsible for the collection and disposal of all trash and debris left upon the Premises and Authority assumes no responsibility for the collection and disposal of trash or debris left on the Premises.
17. Tampa M's Compliance. The rights and privileges granted Tampa M and its authorized parties will be subject to Tampa M's compliance with all Federal, State, and local laws, regulations, ordinances, and statutes, and Authority Rules and Regulations.

CC: REAL ESTATE DEPARTMENT
TAMPA INTERNATIONAL AIRPORT
5411 SKYCENTER DRIVE, SUITE 500
TAMPA, FL 33607



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 LOA are:

C. Business Automobile Liability Insurance

General Aggregate	\$1,000,000
Each Occurrence	\$1,000,000
Personal and Advertising Injury Each Occurrence	\$1,000,000
Products and Completed Operations Aggregate	\$1,000,000

The minimum limits of insurance covering the work performed pursuant to this LOA 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, the Tampa M under this LOA or the use or occupancy of Authority premises by, or on behalf of, the Tampa M in connection with this LOA. Coverage shall be provided on a form no more restrictive than ISO Form CG 00 01. Additional insurance coverage shall be provided on a form no more restrictive than ISO Form CG 20 10 10 01 and CG 20 37 10 01.

B. Commercial General Liability Insurance

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

The minimum limits of insurance are:

A. Workers' Compensation/Employer's Liability Insurance

19.1 Required

included as additional insureds.

19. Insurance. The following minimum insurance limits and coverage will be maintained by Tampa M throughout the Term of this LOA. In the event Tampa M becomes in default of the following requirements the Authority reserves the right to take whatever actions deemed necessary to protect its interests. Liability policies other than Workers' Compensation/Employer's Liability will provide that the Authority, members of the Authority's governing body, and the Authority's officers, volunteers and employees are

ad valorem tax bill even if Tampa M only occupies the Premises for a portion of the year. same by the Authority. Please be aware that Tampa M will be responsible for the entire Authority will forward to Tampa M any notice of taxes or assessments upon receipt of unbonded lien against the Premises or incur any liability on the part of Authority.

18. Taxes. Tampa M shall pay all applicable taxes, including sales, use, intangible and ad valorem taxes, if any, against the Premises, improvements, estate or sales created herein whether levied against Tampa M, the Authority, or both. Tampa M may contest such taxes, including withholding payment thereof, upon giving written notice to Authority of its intent to do so; provided, however, that such non-payment does not result in an Authority will forward to Tampa M any notice of taxes or assessments upon receipt of unbonded lien against the Premises or incur any liability on the part of Authority. same by the Authority. Please be aware that Tampa M will be responsible for the entire Authority will forward to Tampa M any notice of taxes or assessments upon receipt of unbonded lien against the Premises or incur any liability on the part of Authority.

\$1,000,000

Each Occurrence – Bodily Injury and
Property Damage Combined

D. Waiver of Subrogation

Tampa M, for itself and on behalf of its insurers, to the fullest extent permitted by law without voiding the insurance required by the LOA, 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 Tampa M.

E. Conditions of Acceptance

The insurance maintained by the Tampa M 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.

20. Tampa M agrees that it will indemnify and hold harmless the Authority, members of its Board, its officers, agents, and employees from any claims, actions, causes of action, suits, in equity, demands, judgments, liabilities, losses, suits, interest, fines, penalties, damages, losses of use, costs, or expenses, including reasonable attorneys' fees, brought or made for or on account of any injuries or damages received or sustained by any person or property, including the environment (including but not limited to contamination of soil, groundwater, or storm water by fuel, gas, chemicals, or any other substance deemed by the Environmental Protection Agency or the appropriate regulatory agency to be an environmental contaminant at the time this LOA is executed or as may be redefined in the future, arising out of, occasioned by, or in connection with use of the Premises. This indemnity shall not extend to any claim arising out of the negligence of the Authority, its employees or agents.

21. Default. In the event of Tampa M's default of the terms and conditions of this LOA and following written notice by Authority to Tampa M and Tampa M's failure to cure within thirty (30) business days of such notice, Authority may declare this LOA to be terminated by written notice to Tampa M, whereupon all rights of Tampa M pursuant to this LOA will end.

22. Signatory Authority. The Parties hereto expressly warrant that each signatory is vested with the necessary authority to sign this document, and each is a bona fide representative of the named party.

23. No Liens. Tampa M will not allow any lien to be filed against the Premises or Authority's interest therein for any work provided for or on behalf of Tampa M in connection with the Permitted Uses described herein or otherwise conducted by or on behalf of Tampa M.

24. No Agent/Employee Relationship. Nothing herein will be deemed as creating a principal/agency or employment relationship between Tampa M and Authority.

(b) The period during which Authority or any transferee retains ownership or possession of the property.

(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

(2) This provision also obligates Tampa M 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 Tampa M or any transferee for the longer of the following periods:

(1) This provision binds Tampa M from the effective date through the completion of this LOA. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

B. Duration:
A. Compliance: Tampa M agrees that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person will, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability, be excluded from participating in any activity conducted with or benefitting from Federal assistance.

27.1 Civil Rights – General – 49 USC § 47123

A. Terminate this LOA,
B. Seek suspension/debarment of Tampa M, or
C. Any other action determined to be appropriate by Authority or the FAA.

27. Non-Discrimination. These provisions apply to all work performed under this LOA. Failure to comply with the terms of these provisions may be sufficient grounds to:

26. Tampa M will comply with the applicable requirements of the Americans with Disabilities Act; the Florida Americans with Disabilities Accessibility Implementation Act; Florida Building Code, Florida Accessibility Code for Building Construction; and any similar or successor laws, ordinances, rules, standards, codes.

25. Applicable Law and Venue. This LOA will be construed in accordance with the laws of the State of Florida. Venue for any action brought pursuant to this LOA will be in Hillsborough County, Florida, or in the Tampa Division of the U.S. District Court for the Middle District of Florida. The Parties waive any claim that each may have against the other with respect to consequential, incidental or special damages, however caused, based on any theory of liability.



A. Compliance with Non-Discrimination Requirements: During the performance of this LOA, Tampa M, for itself, its assignees, and successors in interest, subcontractors and consultants agrees as follows:

- (1) Compliance with Regulations: Tampa M 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 LOA.
- (2) Non-Discrimination: Tampa M, with regard to the work performed by it during this LOA, 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. Tampa M 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 27.2(B) below, including employment practices when this LOA 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 Tampa M 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 Tampa M of Tampa M's obligations under this LOA and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
- (4) Information and Reports: Tampa M will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto relating directly to this LOA 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, Tampa M 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 Tampa M's non-compliance with the Non-discrimination provisions of this LOA, Authority will impose such LOA sanctions as it or the FAA may

27.2 Civil Rights – Title VI Assurances

- (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

B. Title VI List of Pertinent Non-Discrimination Authorities. During the performance of this LOA, Tampa M, for itself, its assignees, and successors in interest agrees to comply with the following non-discrimination statutes and authorities:

- (6) determine to be appropriate, including, but not limited to, cancelling, terminating, or suspending this LOA, in whole or in part. Incorporation of Provisions: Tampa M will include the provisions of paragraphs one through six of this Section in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. Tampa M 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 Tampa M becomes involved in, or is threatened with, litigation by a subcontractor or supplier because of such direction, Tampa M may request Authority to enter into any litigation to protect the interests of Authority. In addition, Tampa M may request the United States to enter into the litigation to protect the interests of the United States.



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); 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, Tampa M must take reasonable steps to ensure that LEP persons have meaningful access to Tampa M's programs (70 Fed. Reg. at 74087 to 74100); and

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

C. Duration: Tampa M must comply with this Section 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 Tampa M 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.

28. Amendment. No change to this LOA will be effective and enforceable except as set forth herein until and unless a written amendment to this LOA has been duly authorized and executed by the Parties to this LOA.
29. Assignment. Tampa M will not assign its rights, duties, or obligations, in whole or in part, except with the prior written consent of Authority.
30. Notices. All notices or communications whether to Authority or to Tampa M pursuant hereto will be deemed validly given, served, or delivered, upon receipt by the party by hand delivery, or three days after depositing such notice or communication in a postal receptacle, or one 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
Tampa, Florida 33622-2287 | TO Tampa M:
Travis Santos, General Counsel
Tampa M Automotive Management, LLC
3031 North Rocky Point Dr., Ste 770
Tampa, FL 33607 |
| Or | Or |
| Hillsborough County Aviation Authority
Tampa International Airport
5411 SkyCenter Drive
Suite 500
Tampa, FL 33607
Atn: Chief Executive Officer | Same as above. |
31. Tampa M agrees that its planned use of the Premises will not create a public nuisance and such use will be in accordance with all Federal, State and local laws, regulations, statutes and ordinances and with applicable Authority Rules and Regulations, Policies, Standard Procedures, and Operating Directives. Tampa M also agrees that no activity will be allowed that, in the sole discretion of Authority, interferes with the safe operation of Airport or that constitutes a hazard under the provisions of the Authority's Height Zoning Regulations.
32. Except as otherwise indicated elsewhere in this LOA, wherever in the LOA approvals are required to be given or received by Authority, it is understood that the Chief Executive Officer, or a designee of the Chief Executive Officer, is hereby empowered to act on behalf of Authority.

(Remainder of Page Intentionally Left Blank)

33. Entire Agreement. This LOA embodies the whole agreement of the Parties, and there are no promises, terms, conditions or other obligations other than those contained herein. This LOA will supersede all previous communications, discussions, representations, proposals or agreements, either verbal or written, not contained herein.



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

Signature of Notary Public – State of Florida

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 2024, by _____ in the capacity of Chairman, and by _____ in the capacity of Secretary, of the Board of Directors, Hillsborough County Aviation Authority, an independent 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.

COUNTY OF HILLSBOROUGH

STATE OF FLORIDA

HILLSBOROUGH COUNTY AVIATION AUTHORITY

Print Name and Address

Witness Signature

Print Name and Address

Witness Signature

Signed, sealed, and delivered
in the presence of:

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

Harry Cohen
Assistant Secretary/Assistant Treasurer

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

By: Arthur F. Diehl III, Chairman

LEGAL FORM APPROVED:

By:

David Scott Knight

Assistant General Counsel

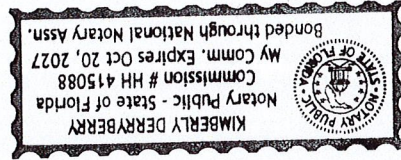
ATTEST:

HILLSBOROUGH COUNTY AVIATION AUTHORITY

_____, 2024.

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

ATTACHMENTS:
Exhibit A
Exhibit B



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

Signature of Notary Public - State of Florida

K. Derrberry

personally known to me and they did not take an oath.

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 21st day of August, 2024, by Travis Santos in the capacity of Vice President, TAMPA M AUTOMOTIVE MANAGEMENT, LLC, on its behalf. They are

TAMPA M AUTOMOTIVE MANAGEMENT, LLC
STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

Joe Schlueter
Print Name and Address
3031 N Rocky Point Dr. West
Tampa, FL 33607

Signature

Isabel Capwin
Print Name and Address
3031 N. Rocky Point Dr. West, Suite 770
Tampa, FL 33607

Signature

DATED: 8/26/2024

Travis Santos, Vice President

WITNESSES:
TAMPA M AUTOMOTIVE MANAGEMENT, LLC
ACKNOWLEDGED AND AGREED: