

GRANT OF TEMPORARY NON-EXCLUSIVE LICENSE AGREEMENT

To

**State of Florida
Department of Transportation**

For

Airport Service Road Sign

Tampa International Airport

Prepared by:

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

GRANT OF TEMPORARY NON-EXCLUSIVE LICENSE AGREEMENT

Airport Service Road Sign

TAMPA INTERNATIONAL AIRPORT

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 ("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 STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, a component agency of the State of Florida, ("Grantee") whose principal address is 11201 N. Malcolm McKinley Drive, Tampa, Florida 33612, and to its successors and assigns, a non-exclusive license agreement ("License Agreement") for the limited purpose of the installation, construction, maintenance, repair and operation in support of the intersection of SR 616/W Spruce and Airport Service Road from the NWC to 125' north of the southbound stop bar and necessary appurtenances that are necessary for the provision of installation of four (4) pull boxes, one Digital Message Sign/Blank-Out Sign, and underground conduit to connect fiber optic and electrical cables (collectively referred to as "Facilities"), 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 ("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 standard procedures, rules and regulations, 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 Facilities on the Property.
- e. Grantee hereby agrees that its use of the Property will be solely for the purpose of providing Digital Message Sign/Blank-Out Sign.

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 Facilities.
- 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 Facilities.
- f. To require the relocation of the Facilities 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 Facilities 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.

- a. To the extent authorized by Florida law and preserving all immunities, privileges and limitations of liability set forth in Section 768.28, Florida Statutes, Grantee agrees to defend, indemnify and hold harmless Grantor, its officers, Board members, agents and employees, from and against any and all liability, claims, demands expenses, fees, fines, penalties, laws suit proceedings, actions, costs and cause of actions, including attorney fees, of any kind or nature whatsoever arising out of or in any way connected with the negligent acts of Grantee in connection with the provisions of this License Agreement.
- b. To the extent authorized by Florida law and preserving all immunities, privileges and limitations of liability set forth in Section 768.28, Florida Statutes, Authority agrees to defend, indemnify and hold harmless the Grantee, its officers, agents and employees, from and against any and all liability, claims, demands expenses, fees, fines, penalties, laws suit proceedings, actions, costs and cause of actions, including attorney fees, of any kind or nature whatsoever arising out of or in any way connected with the negligent acts of Grantor in connection with the provisions of this License Agreement.
- c. It is specifically agreed between the parties that nothing herein is intended to authorize anyone not a party to this License Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this License Agreement.

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 Facilities referenced herein are no longer used by the Grantee for the purposes stated herein.

7. Civil Rights. Grantee, with regard to the work performed by it under this License Agreement, will not discriminate on the basis of race, color, or national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Grantee 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, Grantee, 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, Grantee 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 Grantee 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:

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| <p>To Grantor: Hillsborough County Aviation Authority Tampa International Airport P.O. Box 22287 Tampa, Florida 33622-2287 Attn: Chief Executive Officer</p> | <p>To Grantee: Florida Department of Transportation, Right of Way Department 11201 N. Malcolm McKinley Drive Tampa, Florida 33612 Attn: Legal Dept.</p> |
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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.

The following provision is applicable only to the extent that Grantee acts on behalf of the Hillsborough County Aviation Authority contemplated by Section 119.011(2) Fla. Stat., which is not contemplated by Grantee under this License:

9. IF GRANTEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE GRANTEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (813) 870-8721, ADMCENTRALRECORDS@TAMPAAIRPORT.COM, HILLSBOROUGH COUNTY AVIATION AUTHORITY, P.O. BOX 22287, TAMPA FL 33622.

GRANTEE 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 Grantor in order to perform the services contemplated by this License Agreement.
- b. Upon request from the Grantor's custodian of public records, provide the Grantor 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 License Agreement Term and following completion of the License Agreement.
- d. Upon completion of this License Agreement, keep and maintain public records required by the Grantor to perform the License Agreement. Grantee shall meet all applicable requirements for

retaining public records. All records stored electronically must be provided to the Grantor, upon request from the Grantor's custodian of public records, in a format that is compatible with the information technology systems of the Grantor.

10. 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 _____, 2025.

ATTEST:

GRANTOR:

HILLSBOROUGH COUNTY AVIATION AUTHORITY

Jane Castor, Secretary
Address: P. O. Box 22287
Tampa, FL 33622

By: _____
Arthur F. Diehl III, 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: _____
Michael Kamprath, Assistant General Counsel

Witness Signature

Print Name

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 _____, 202_, by _____ in the capacity of Chairman, and by _____ 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)

GRANTEE:

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ATTEST:

Print Name

Address: _____

Signed, sealed, and delivered
in the presence of:

Witness

Print Name

Witness

Print Name

By: _____
Title: _____
District Seven

Address: _____

LEGAL REVIEW:

Office of the General Counsel, District 7

**STATE OF FLORIDA
COUNTY OF HILLSBOROUGH**

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 20____, by _____.

(Signature of Notary Public - State of Florida)

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

Personally Known **OR** Produced Identification

Type of Identification Produced: _____
(Affix Corporate Seal)