

GRANT OF TEMPORARY NON-EXCLUSIVE LICENSE AGREEMENT

To

**State of Florida
Department of Transportation**

For

Henry Street Canal Repair Work

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

Henry Street Canal Repair Work

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 with its successors and assigns, a non-exclusive license agreement ("License Agreement") for the limited purpose of obtaining access to clear vegetation, stabilize embankments and construct improvements necessary to improve portions of the Henry Street Canal (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 access to the Property will be solely for the purpose of clearing vegetation, stabilizing embankments and constructing improvements necessary to improve portions of the Henry Street Canal.

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 access to the Facilities referenced herein is no longer needed by the Grantee for the purposes stated herein or March 31, 2029, whichever comes first.

7. Civil Rights.

In all its activities within the scope of its airport program, the Grantee agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin, creed, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

7.01 Civil Rights – General – 49 USC § 47123

A. Compliance:

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

B. Duration:

1. This provision obligates Grantee for the period during which the property is owned, used or possessed by Grantee and the Airport remains obligated to the FAA. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.
2. This provision also obligates Grantee 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 Grantee or any transferee for the longer of the following periods:
 - (a) The period during which the property is used by Authority or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or
 - (b) The period during which Authority or any transferee retains ownership or possession of the property.

7.02 Civil Rights – Title VI Assurances

During the performance of this License Agreement, Grantee, for itself, its assignees, and successors in interest, agrees as follows:

- A. Compliance with Regulations: Grantee (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are incorporated herein by reference and made a part of this License Agreement.

- B. Non-Discrimination: Grantee, with regard to the work performed by it during this License Agreement, will not discriminate on the grounds of race, color, national origin, creed, sex, 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 Nondiscrimination Acts and Authorities, 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:
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) including amendments thereto;
 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 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
 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 § 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
 7. The Civil Rights Restoration Act of 1987, (P.L. 100-2509), (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
 8. The Titles II and III of the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, et seq), 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 as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38; and
 9. Title IX of the Education Amendments of 1972as amended, which prohibits Grantee from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).
- C. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by Grantee 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 Grantee of Grantee's obligations under this License Agreement and the Nondiscrimination Acts and Authorities on the grounds of race, color, national origin, sex, creed, age or disability.
- D. Information and Reports: Grantee will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its

books, records, accounts, other sources of information, and its facilities as may be determined by Authority or the FAA to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, Grantee will so certify to Authority or the FAA, as appropriate, and will set forth what efforts it has made to obtain the information.

- E. Sanctions for Noncompliance: In the event of Grantee's noncompliance with the non-discrimination provisions of this License Agreement, Authority will impose such License Agreement sanctions as it or the FAA may determine to be appropriate, including, but not limited to,
 - 1. withholding payments to Grantee under this License Agreement until Grantee complies and/or
 - 2. cancelling, terminating, or suspending this License Agreement, in whole or in part.
- F. Incorporation of Provisions: Grantee will include the provisions above in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. Grantee 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 Grantee becomes involved in or is threatened with litigation by a subcontractor or supplier because of such direction, Grantee may request Authority to enter into any litigation to protect the interests of Authority. In addition, Grantee may request the United States to enter into the litigation to protect the interests of the United States.

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:
Florida Department of Transportation,
Right of Way Department
11201 N. Malcolm McKinley Drive
Tampa, Florida 33612
Attn: Legal Dept.

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 Agreement:

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 LICENSE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (813) 870-8721, ADMCENTRALRECORDS@TAMPAAIRPORT.COM, HILLSBOROUGH COUNTY AVIATION AUTHORITY, P.O. BOX 22287, TAMPA FL 33622.**

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 this License Agreement.
- d. Upon completion of this License Agreement, keep and maintain public records required by the Grantor to perform this 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 _____, 2026.

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 and Address

By: 
D. Scott Knight, Assistant General Counsel

Witness Signature

Print Name and Address

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

[Signature]

By: Lonnie E. Wittmeyer
Title: DEPUTY R/W MGR.

District Seven

Address: 11201 N. McKinley Dr.
TAMPA, FL 33612

ATTEST:

[Signature]
Esther Ziatas

Print Name

Address: 11201 McKinley Dr.
Tampa, FL 33612

Signed, sealed, and delivered
in the presence of:

[Signature]
Witness

LEGAL REVIEW:

[Signature]
Office of the General Counsel, District 7

Denise Escobosa-Soto
Print Name and Address 11201 N. McKinley Dr.
Tampa, FL 33612

[Signature]
Witness

David H Eaton 11201 N McKinley
Print Name and Address Tampa, FL 33612

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 4th day of February, 2026, by Lonnie E. Wittmeyer

[Signature]
(Signature of Notary Public - State of Florida)

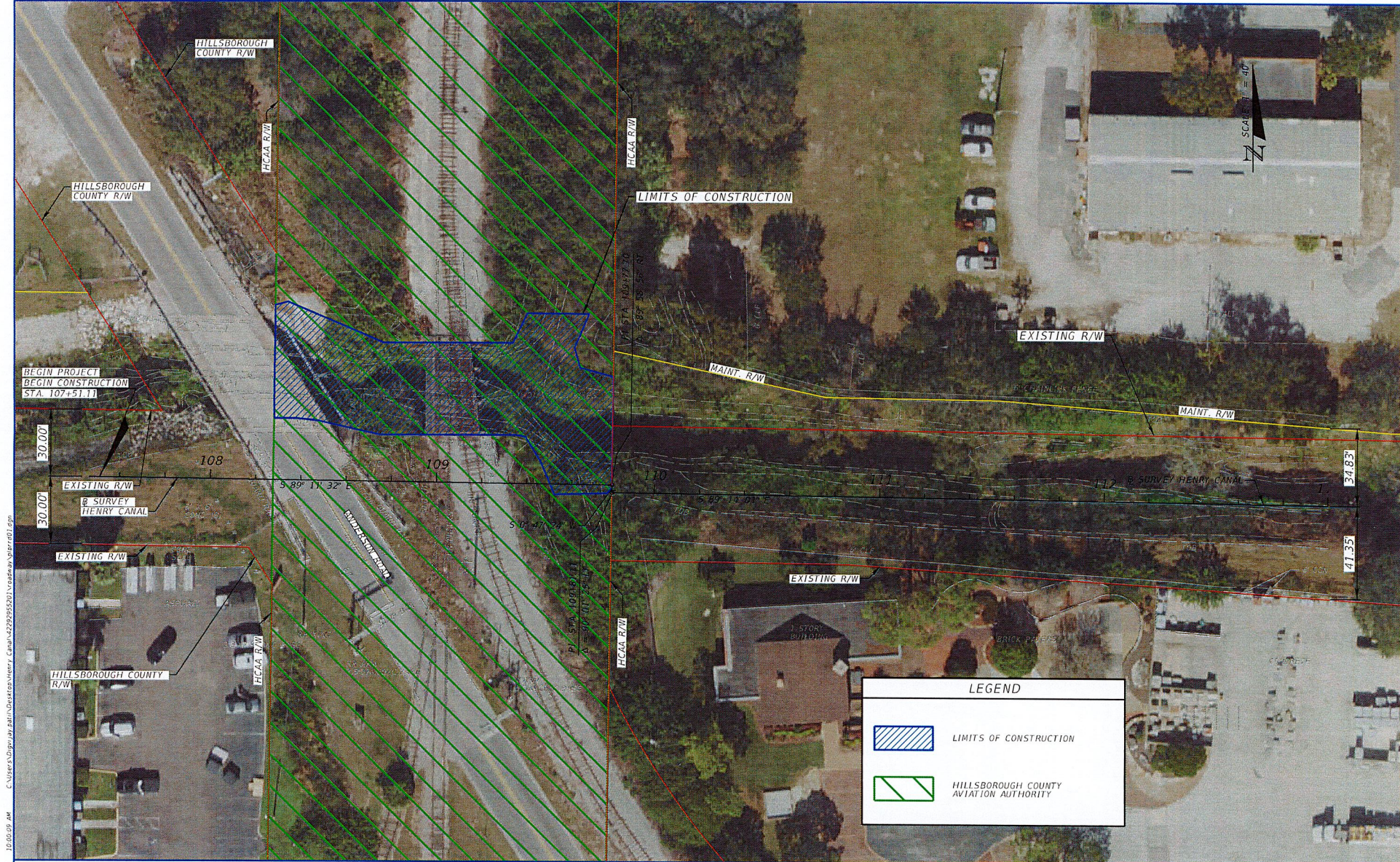
(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known **OR** Produced Identification



Type of Identification Produced: _____
(Affix Corporate Seal)



DENISE ESCOBOSA-SOTO
Commission # HH 294159
Expires July 27, 2026



LEGEND

-  LIMITS OF CONSTRUCTION
-  HILLSBOROUGH COUNTY AVIATION AUTHORITY

REVISIONS	
DATE	DESCRIPTION

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION		
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
	HILLSBOROUGH	422929-5-52-01

R/W EXHIBIT 01/27/26
Exhibit A

SHEET NO.
170

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THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.