

HILLSBOROUGH COUNTY AVIATION AUTHORITY

GROUND LEASE AGREEMENT

WORLDWIDE AIRCRAFT SERVICES, INC. d/b/a JET ICU

TAMPA INTERNATIONAL AIRPORT

Board Date: \_\_\_\_\_

Prepared By:  
Real Estate Department  
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GROUND LEASE AGREEMENT  
TAMPA INTERNATIONAL AIRPORT

THIS GROUND LEASE AGREEMENT (“Agreement”), is made and entered into this \_\_\_\_ day of March, 2021, by and between the HILLSBOROUGH COUNTY AVIATION AUTHORITY, an independent special district existing under the laws of the State of Florida (“Authority”), and Worldwide Aircraft Services, Inc. d/b/a Jet ICU, a Florida corporation organized under the laws of the State of Florida and authorized to conduct business in the State of Florida (“Company”) (individually and collectively referred to as the “Party” or “Parties”).

WITNESSETH:

WHEREAS, Authority owns and operates Tampa International Airport located in Hillsborough County, Florida; and

WHEREAS, the Legislature of the State of Florida grants to Authority broad power to adopt regulations; to enter into contracts including limited and exclusive agreements; to lease property; to fix and collect rates, fees, and other charges for the use of services or facilities furnished by Authority; and to exercise and perform all powers and prerogatives conferred to it by Chapter 2012-234, Laws of Florida, as amended; and

WHEREAS, Authority owns certain land and buildings upon and around the Airport that are leased for use and development by airlines, airline support functions, non-commercial aeronautical operations, and commercial non-aeronautical operations; and

WHEREAS, Company proposes to lease certain unimproved real property at the Airport for the development of Company’s Improvements as defined in this Agreement, and Authority is agreeable thereto under the terms and conditions contained in this Agreement.

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency whereof are hereby mutually acknowledged, the Parties agree as follows:

ARTICLE 1  
RECITALS

The above recitals are true and correct and are incorporated herein.

ARTICLE 2  
DEFINITIONS

For the purposes of this Agreement, the following definitions apply:

Airport – Tampa International Airport located in Hillsborough County, Florida.

Authority's Representative - The Chief Executive Officer or such other person as the Chief Executive Officer may designate in writing.

Certificate of Occupancy or Completion - That document issued by the City of Tampa Building Department certifying that Company's Improvements comply with provisions of zoning and/or building ordinances, have been constructed substantially in accordance with approved plans and specifications, and may be occupied and used for the intended purpose.

Company's Improvements - A building with a minimum square footage of 30,000 and all of the improvements required to support the building, including but not limited to, drives, parking areas, sidewalks, landscaping, utility connections, truck docks, aircraft apron and taxilanes.

Company's Representative - Company's CEO or other person that Company designates by written notice to Authority.

Force Majeure – Any circumstances beyond Company's control, including without limitation, acts of God, pandemics, strikes, boycotts, picketing, slowdowns, work stoppages or labor troubles of any other type, whether affecting the Parties, their contractors or subcontractors.

Premises - The unimproved real property described in Article 3.

ARTICLE 3  
PREMISES

3.01 Premises

- A. Authority hereby agrees to lease to Company and Company hereby agrees to lease from Authority certain real property designated for Company's exclusive use, subject to the terms and conditions stated in this Agreement, comprised of the following:

Approximately 2.4096 acres of unimproved real property (104,962 square feet, more or less), the general location of which is depicted on Exhibit A-1, General Location of Premises, and more particularly depicted on Exhibit A-2, Premises Detail, dated January 14, 2021, both of which are attached hereto and by this

reference made a part hereof (“Premises”). Premises does not include subsurface rights (other than the right of use for structural support and other subsurface uses necessary to build Company’s Improvements as described in this Agreement), specifically excluding any subsurface water, oil, gas, or mineral rights underlying any portion of the Premises.

Upon complete construction of Company’s Improvements, Company will obtain a legal description and sketch of the Premises and transmit same to Authority. Upon Authority’s receipt of said legal description and sketch, Authority will prepare an Exhibit A-3, Legal Description and Sketch, and transmit same to Company. Said Exhibit A-3 will be incorporated into this Agreement without the need for formal amendment of this Agreement and will establish the boundary and as-built square footage of the Premises.

- B. The Premises are leased to Company in as-is condition, including any materials of environmental concern located in, on, about or under the Premises, without representation or warranty by Authority except as otherwise provided elsewhere herein.
- C. Company will do all things necessary to prepare the Premises for the construction of Company’s Improvements for the uses approved under this Agreement, including, without limitation, the design and construction of all site utilities and infrastructure.
- D. Authority retains the right to use the area shown as Access Area on Exhibit A-2 when Authority requires access to the airfield through gate P-2 until such time as gate P-2 and the related driveway are relocated.

#### ARTICLE 4 USES AND RESTRICTIONS

##### 4.01 Permitted Uses

- A. Company will use the Premises solely and exclusively in connection with the construction, operation and maintenance of a hangar facility consisting of a minimum of 30,000 square feet and for the purposes described below. Company will not use the Premises for any other purpose or use unless approved in writing by the Authority and in compliance with all applicable governmental laws.
  - (1) providing storage of aircraft owned or leased by Company and operated solely in connection with the internal conduct of Company’s business of an air ambulance service (“Company’s Aircraft”);

- (2) maintenance, repair, servicing, testing, overhaul and cleaning of Company's Aircraft, engines, assemblies, accessories, component parts and aviation-related mobile and other equipment with Company's own personnel;
  - (3) loading, unloading and delivery of repair parts, supplies and other personal property;
  - (4) loading, unloading and taxiing of Company's Aircraft;
  - (5) purchase, storage and use of fuels, oils, lubricants and other supplies necessary for the operation of Company's Aircraft;
  - (6) parking of vehicles owned or operated by personnel, patrons, guests or invitees of Company; and
  - (7) providing office space related to the conduct of Company's business of an air ambulance service.
- B. Company may construct and use within the Premises an above-ground fuel farm facility for its own use. Company may fuel Company's Aircraft with its own personnel.

In the event Company constructs such above-ground fuel farm facility, Company must comply with all provisions of Article 10.3 below.

#### 4.02 Restrictions

Other than those areas used for the purpose of egress and ingress, all operations will be conducted on the Premises.

#### 4.03 Exclusions and Reservations

- A. Nothing in this Article will be construed as authorizing Company to conduct any business on the Premises separate and apart from the conduct of its permitted uses as described in this Article, unless approved in advance in writing by Authority's Representative.
- B. Company will not use or permit the use of the Premises which, directly or indirectly, in the sole opinion of Authority, will compete with, impair, or restrict commercial aviation activities in the general aviation commercial areas of the Airport.
- C. Nothing in this Agreement will be construed to allow third-party development, a sublease or a co-tenancy of the Company's Improvements or any other arrangement which would

result in the ownership, occupancy, lease, or use of the Company's Improvements by an entity or individual other than Company or an aircraft not owned or leased by Company. Notwithstanding this exclusion, visiting aircraft may use the Premises for short term parking not to exceed 24 hours in duration for the purpose of attending Company related meetings. Company will not provide services or fueling operations to such visiting aircraft on the Premises. Visiting aircraft that require parking in excess of 24 hours during any single stay must be accommodated by one of the fixed base operators located on the Airport.

- D. Company must own or lease any aircraft stored in the hangar facility. Within 30 days after granting of the Certificate of Occupancy of the Company's Improvements, Company will provide written notice to Authority of the aircraft identification number (tail number) for any aircraft stored within the Company's Improvements. Company will have a continuing responsibility throughout the Term of this Agreement, including any renewal options, to notify Authority of the aircraft identification for any new aircraft stored within Company's Improvements.
- E. Company will not interfere or permit interference with the use, operation, or maintenance of the Airport, including but not limited to, the effectiveness or accessibility of the drainage, sewerage, water, communications, fire protection, utility, electrical, or other systems installed or located from time to time at the Airport; and Company will not engage in any activity prohibited by Authority's existing or future noise abatement procedures nor Authority's Rules and Regulations and Operating Directives, as such may be amended or revised from time to time.
- F. No aviation fuel or propellant may be purchased, stored, or handled on the Premises except in accordance with Authority's Standard Procedures or Operating Directives or by an aviation fuel vendor authorized under contract by Authority to provide such fueling service upon the Airport.
- G. Company will not sell, transfer, or deliver fuel from any fuel farm facility to any aircraft or to any tank or delivery device for the purpose of transferring to an aircraft other than Company's aircraft.
- H. Company will not install fuel storage facilities without the prior written approval of Authority.
- I. Company will not use the groundwater under the Premises. There will be no drilling for water conducted on the Premises nor will any wells be installed on the Premises other than monitoring or other wells pre-approved in writing by Authority. For any dewatering activities on the Premises, a plan approved by Authority must be in place.



- J. The rights and privileges granted to Company pursuant to this Article will be subject to any and all Policies, Rules and Regulations, Standard Procedures, and Operating Directives established by Authority, as may be amended from time to time.
- K. Company will not do or permit to be done anything, either by act or failure to act, that will cause the cancellation or violation of the provisions, or any part thereof, of any policy of insurance of Authority, or that will cause a hazardous condition so as to increase the risks normally attendant upon operations permitted by this Agreement. If such act or failure to act on the part of Company will cause cancellation of any such policy, Company will immediately, upon notification by Authority, take whatever steps or actions deemed necessary to cause reinstatement of said insurance. Furthermore, if Company does or permits to be done any act not expressly permitted under this Agreement, or fails to do any act required under this Agreement, regardless of whether such act constitutes a breach of this Agreement that causes an increase in Authority's insurance premiums, Company will immediately remedy such actions and pay the increase in premiums, upon notice from Authority to do so; but in any event, Company will hold Authority harmless for any expenses and damage resulting from any action as set forth in this paragraph.
- L. Company will not park or store any of its operational or disabled vehicles on any area other than the Premises. In the event Company fails to remove any of its operational or disabled vehicles as expeditiously as possible, Authority may, but will not be obligated to, cause the removal of such vehicles. Company will pay to Authority, upon receipt of invoice, the costs incurred for such removal plus ten percent (10%). Nonpayment of such invoice will be deemed a default of this Agreement.
- M. Except as provided elsewhere in this Agreement, nothing in this Agreement will be construed as establishing exclusive rights, operational or otherwise, to Company.
- N. Any and all rights and privileges not specifically granted to Company for its use of and operations at the Airport pursuant to this Agreement are hereby reserved for and to Authority.
- O. Company will not use, or permit any use, generally associated with (1) illegal gambling activities, (2) the placement of cell towers or antennae, except as approved and permitted, (3) the placement of billboards or other forms of outdoor advertising from which Authority would normally derive revenue, and (4) any residential use, all of which are specifically prohibited by this Agreement.

## ARTICLE 5

### TERM

#### 5.01 Effective Date

This Agreement will become binding and effective upon approval and execution by Authority and Company.

#### 5.02 Commencement Date

The Term of this Agreement commences on (a) the date of the issuance by the applicable governmental authority of a Certificate of Occupancy or Completion and such other permit(s) as may be necessary for the occupancy of the Company's Improvements (whether temporary or permanent), or (b) the date Company occupies Company's Improvements (other than for purposes of constructing Company's Improvements), or (c) eighteen (18) months following the Effective Date of this Agreement, whichever first occurs ("Commencement Date").

#### 5.03 Term

The initial Term of this Agreement will be for twenty (20) years beginning on the Commencement Date.

#### 5.04 Renewal Options

If Company is not in default of any terms of this Agreement or in the payment of any Rents or other charges to Authority, this Agreement may be renewed at the terms and conditions stated hereunder for two five-year periods upon written request by Company at least 180 days prior to Agreement's expiration and written acceptance by Authority's Chief Executive Officer or designee. The Rents for each renewal option will include the Premises and Company's Improvements and will be determined in accordance with Section 6.01(D) below. Such renewals will be effective by letter without formal amendment to this Agreement.

#### 5.05 Holding Over

If Company continues to occupy the Premises after the expiration of the initial Term and/or any approved renewals, unless otherwise agreed to in writing, such occupancy will constitute and be construed as a tenancy from month to month on the same terms and conditions as contained in this Agreement then in effect; provided, however, that the Rents payable for each one (1) month holding over period will equal two hundred percent (200%) of the total monthly Rents then in effect.

Said holding over period and Rents will continue until either Party gives the other Party thirty (30) days prior written notice of termination.

ARTICLE 6  
PAYMENTS

6.01 Rents

For the rights and privileges granted herein, Company agrees to pay to Authority in lawful money of the United States of America, in advance and without demand, all applicable rents, taxes, and charges on or before the first day of each and every month throughout the Term and any renewal options for the Premises, commencing on the first calendar day after the satisfaction of the contingencies outlined in Article 9 ("Rents"). For any period of less than one calendar month that this Agreement is in effect, the Rents will be calculated on a pro rata basis. Rents are comprised of the following:

- A. The Rents for the Premises represent the initial rental rate as determined by Authority and are calculated as follows:

Ground Rent (104,962 sq. ft. @ \$0.72 per square foot per year) at \$75,572.64 annually, payable at \$6,297.72 monthly plus any applicable taxes.

Concurrently with Authority's transmission of Exhibit A-3 to Company, as referenced in Section 3.01 herein, Authority will advise Company of any necessary adjustment to the square footage and resulting Rents.

- B. Triple Net Basis

Authority and Company agree that the Premises are leased on a triple net basis and that Company is solely responsible for all obligations normally imposed on the owner of real estate with respect to the Premises, including but not limited to, utilities, janitorial services, property taxes, insurance, all building and structural maintenance and repairs, and any other expenses that arise from the use, operation and management of Company's operations.

- C. Company's Improvements

Upon expiration of the initial Term of this Agreement, title to Company's Improvements will vest in Authority and will be treated in all respects as incorporated into the description of Premises, as defined in this Agreement.

D. Adjustment

Effective upon the first anniversary of the Commencement Date and on each subsequent anniversary of the Commencement Date during the initial Term of this Agreement and any approved renewal options, the annual Rents for the Premises will be increased two and two tenths percent (2.20%). However, on the fifth anniversary of the Commencement Date of this Agreement and on every subsequent five year anniversary of the Commencement Date of this Agreement, the Rents will be adjusted to equal the then fair market rental value (FMRV) for land of comparable use in the vicinity of Company's Premises; provided, however, that in no event will the adjusted Rents be reduced below the Rents paid during the preceding year. The rents for the renewal options will include the Premises and Company's Improvements. Rental for Company's Improvements will be determined by an FMRV appraisal. The adjusted Rents will then be increased two and two tenths percent (2.20%) each succeeding year until the next five year anniversary in accordance with the language above. This cycle will continue throughout the Term.

6.02 Fuel Flowage Fee

In the event Company constructs a fuel farm facility, Company will pay Authority the then current Fuel Flowage Fee on aircraft fuel delivered to Company facilities located on the Premises. The Fuel Flowage Fee will be paid monthly, on or before the fifteenth (15<sup>th</sup>) day of the month succeeding the month in which said charges accrue, and will be submitted with copies of delivery tickets to verify and substantiate said deliveries. The Fuel Flowage Fee will be an Airport use assessment which is consistent with Authority's policy of charging users of the Airport, including Company, a fee to recover costs of maintaining and operating the Airport. The amount of the Airport use assessment may be subject to change by Authority from time to time, and any changes that are made in the Airport use assessment will be set out in writing to Company with the effective date therefore; provided, however, that Company will be treated the same as other similarly situated lessees.

6.03 Interest on Delinquent Payments

Without waiving any other right or action available to Authority, in the event of default of Company's payment of Rents, fees and other charges due hereunder, and in the event Company is delinquent in any such payments to Authority for a period of five (5) days after the payment is due, Authority reserves the right to charge Company interest thereon from the date the Rents, fees and other charges became due to the date of payment at the Federal Reserve Bank of New York prime rate in effect on the date the Rents, fees or other charges became due plus four percent (FRBNY prime + 4%) or 12 percent per annum, whichever is greater, to the maximum extent permitted by law.

#### 6.04 Rents, Fees and Other Charges a Separate Covenant

Company will not for any reason withhold or reduce its required payments of Rents, fees and other charges provided in this Agreement, it being expressly understood and agreed by the Parties that the payment of Rents, fees and other charges is a covenant by Company that is independent of the other covenants of the Parties hereunder.

#### 6.05 Authority's Right to Perform Audits, Inspections, or Attestation Engagements

Upon advanced written notice at any time or times during the Term of the Agreement or within three years after the end of the Agreement, Authority, or its duly authorized representative, will be permitted to initiate and perform audits, inspections or attestation engagements over Company's books and records for the purpose of determining compliance with the Agreement.

Company agrees to comply with all requirements and obligations which may be imposed on Company by or under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), at 45 C.F. R. 18 §164.501, as amended, and all other applicable healthcare and privacy laws, regulations, ordinances, statutes, and rules to which Company may be subject. For purposes of this Section of this Agreement, "protected health information", or "PHI", shall have the meaning defined by the Standards for Privacy of Individually Identifiable Health Information, 45 C.F.R. Part 160 and Subparts A and E of Part 164 (the "Privacy Standards"), as promulgated by the Department of Health and Human Services ("HHS") pursuant to the Administrative Simplification provisions of HIPAA. Company agrees to implement appropriate administrative, technical and physical safeguards to limit incidental disclosures of PHI, including disclosures to Authority, its subcontractors and agents. The Parties agree that the foregoing does not create, and is not intended to create, a "business associate" relationship between the Parties as that term is defined by the Privacy Standards.

#### 6.06 Place of Payments

Company will submit all payments required by this Agreement as follows:

(ELECTRONICALLY – PREFERRED METHOD)  
Via ACH with Remittance Advice to [Receivables@TampaAirport.com](mailto: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  
Tampa International Airport  
4160 George J. Bean Parkway  
Suite 2400, Administration Building  
2nd Level, Red Side  
Tampa, Florida 33607

## ARTICLE 7

### OBLIGATIONS OF COMPANY

#### 7.01 Business Operations

Company will provide all necessary equipment, personnel and other appurtenances necessary to conduct its operations. Company will conduct its business operations hereunder in a lawful, orderly and proper manner, considering the nature of such operation, so as not to unreasonably annoy, disturb, endanger or be offensive to others at or near the Premises or elsewhere on the Airport.

#### 7.02 Conduct of Employees and Invitees

Company will, within reason, control the conduct, demeanor and appearance of its employees, invitees, and of those doing business with Company and, upon objection from Authority concerning the conduct, demeanor or appearance of any such persons, will immediately take all reasonable steps necessary to remove the cause of objection.

#### 7.03 Equipment and Vehicle Parking

Company will ensure that all vehicles and equipment owned or operated by Company, its vendors or contractors will be parked or stored in areas designated for tenants who occupy the Premises and will not be parked in Common Areas (as such term is defined in Article 12.01 below) or allowed to interfere in any way with any other operations adjacent to the Premises or Common Areas. The parking of any vehicles or equipment outside those areas designated for Company's use is strictly prohibited.

7.04 Sound Level

Company will take all reasonable measures to reduce to a minimum vibrations that may cause damage to any equipment, structure, building or portion of any building whether on the Premises, Common Areas, or located elsewhere on the Airport, and to keep the sound level of its operation as low as possible.

7.05 Garbage, Debris, or Waste

Company will promptly remove from the Premises or otherwise dispose of in a manner approved by Authority, all garbage, debris, and other waste materials (whether solid or liquid) arising out of its occupancy or use of the Premises or the Common Areas or from its operations. Any garbage, debris or waste that is temporarily stored on the Premises will be kept in suitable, sealed garbage and waste receptacles, designed to safely and properly contain whatever material may be placed therein. Company will use extreme care when affecting removal of all such waste.

7.06 Nuisance

Company will not commit any nuisance, waste, or injury on the Premises, Common Areas, or elsewhere on the Airport and will not do or permit to be done anything that may result in the creation or commission or maintenance of such nuisance, waste, or injury.

7.07 Excessive Load

Company hereby agrees that it will use all paved and floor areas as constructed and in accordance with the permitted use of such areas, and Company will prohibit its employees, agents or sublessees from placing excessive loads on paved or floor areas on the Premises or Common Areas. Company will be responsible for the repair of any paved or floor area damaged by non-conforming usage or excessive loading.

7.08 Flammable Liquids

Company will not keep or store flammable liquids within any covered and enclosed portion of the Premises in excess of Company's working requirements. Any such liquids having a flash point of less than 110 degrees Fahrenheit will be kept and stored in safety containers of a type approved by Underwriters Laboratories.

7.09 Frequency Protection

Should Company install any type of radio transceiver or other wireless communications equipment, Company will provide frequency protection within the aviation air/ground VHF frequency band and

the UHF frequency band in accordance with restrictions promulgated by the Federal Aviation Administration (FAA) for the vicinity of FAA Transmitter or Receiver facilities. Frequency protection will also be provided for all other frequency bands operating in the vicinity of Company's equipment. Should interference occur as a result of Company's installation, Authority reserves the right to shut down Company's installation until appropriate remedies to the interference are made by Company. Such remedies may include relocation to another site. The cost of all such efforts to remedy the interference will be solely at Company's expense.

#### 7.10 Taxes

Company will bear, at its own expense, all costs of operating its business including all applicable sales, use, intangible, special assessments, and real estate taxes of any kind, including ad valorem and non-ad valorem, which are assessed against Company's use and occupancy of the Premises, and any improvements thereto or leasehold estate created herein, or assessed on any payments made by Company hereunder, whether levied against Company or Authority. Company will also pay any other taxes, fees, or assessments against Premises or leasehold estate created herein. Company will pay the taxes, fees, or assessments as reflected in a notice Company receives from Authority or any taxing authority within 30 days after Company's receipt of that notice or within the time period prescribed in any tax notice issued by a taxing authority. If the Term of this Agreement expires or is earlier terminated prior to the close of the tax year for which any tax is payable, Company shall be responsible for paying a percentage of the tax calculated by dividing the number of days that this Agreement was in effect during such tax year by the total number of days in such tax year. Upon request of Company, Authority will attempt to cause taxing authority to send the applicable tax bills directly to Company, and Company will remit payment directly to the taxing authority. If Company disputes any tax, fee, or assessment, Company will do so directly with the taxing authority in accordance with prescribed procedure and will so notify Authority in writing.

#### 7.11 Permits and Licenses

Company will obtain and maintain throughout the Term, all permits, licenses, or other authorizations required in connection with the operation of its business on the Premises, the Common Areas, or at the Airport. Copies of all required permits, certificates, and licenses will be forwarded to Authority.

#### 7.12 Disabled Aircraft

Company will remove any of its disabled aircraft from the airfield as soon as possible after release from proper authorities. Company will place or store such disabled aircraft only in Company's storage areas and upon such terms and conditions as may be determined by Authority's Chief



Executive Officer or designee. In the event Company fails to remove any of its disabled aircraft as expeditiously as possible, Authority may, but is not obligated to, cause the removal of such disabled aircraft and invoice Company accordingly. Upon receipt of such invoice, Company will pay to Authority the costs incurred for such removal plus 15%. Nonpayment of such invoice by Company will be deemed a default pursuant to Article 14 of this Agreement.

#### 7.13 Vapor or Smoke

Company will not create nor permit to be caused or created upon the Premises or elsewhere on the Airport, any obnoxious odor, smoke or noxious gases or vapors. The creation of exhaust fumes by the operation of internal-combustion engines or engines of other types, so long as such engines are maintained and are being operated in a proper manner, will not be a violation of this Agreement.

#### 7.14 Security Badging

Any Company employee, or any employee of its contractors or agents, that require unescorted access to the Security Identification Display Area (SIDA) to perform work under this Agreement will be badged with an Airport identification badge ("Badge") provided by Authority's ID Badging Department and will be subject to an FBI fingerprint-based criminal history records check (CHRC) and an annual Security Threat Assessment (STA). A new or renewed Badge will not be issued to an individual until the results of the CHRC and the STA are completed and indicate that the applicant has not been convicted of a disqualifying criminal offense. If the CHRC or STA discloses a disqualifying criminal offense, the individual's new or renewed badge application will be rejected. The costs of the CHRC and the annual STA will be paid by Company. These costs are subject to change without notice, and Company will be responsible for paying any increase in the costs. All badged employees of Company and its contractors or agents will comply with Authority's regulations regarding the use and display of Badges.

Company will be assessed a fine for each Badge that is lost, stolen, unaccounted for or not returned to Authority at the time of Badge expiration, employee termination, termination of the Agreement, or upon written request by Authority. This fine will be paid by Company within 15 days from the date of invoice. The fine is subject to change without notice, and Company will be responsible for paying any increase in the fine.

If any Company employee is terminated or leaves Company's employment, Authority must be notified immediately, and the Badge must be returned to Authority promptly.

7.15 Keying Scheme

Upon Company vacating the Premises, Company will provide to Authority all keys and a key scheme. Keys and keying scheme will include all doors of any type, including, but not limited to, elevators, dumbwaiters, roll-up, electrical, security, and office.

ARTICLE 8

COMPANY'S IMPROVEMENTS

8.01 Company's Duty to Construct

Company will, at its sole risk, cost and expense, have the duty and obligation to oversee and manage the design, construction, and installation of Company's Improvements in accordance with the terms and conditions contained in this Agreement.

8.02 Permits and Approvals

Company shall be responsible, at its sole cost and expense, for obtaining all necessary zoning, site plan, building, land development, FAA Part 77, environmental and other related and required permits and approvals from any federal, state or local governmental entity having jurisdiction over the development of the Premises and construction of the Company's Improvements. Any applications or requests for such permits and approvals shall be provided to Authority for its review prior to their submission to the applicable federal, state or local governmental entity. Company shall provide Authority with a copy of all approvals. The issuance of all required permits and approvals are conditions of this Agreement and shall be applied for and pursued diligently and in good faith by the Parties hereto inclusive of any necessary cooperation between the Parties related thereto.

8.03 No Waiver/No Liability

No review or approval by Authority of Company's plans, drawings or specifications, change orders, construction schedule, nor inspection by Authority of the construction work or materials, shall waive or release any obligation of Company hereunder, nor cause Authority to assume any risk or liability relating to that construction, work or materials, and Company shall not make any claim against Authority on account of such review, approval, change order, schedule or inspection.

8.04 Construction Easements and Rights of Way

The Parties hereto will cooperate with each other and execute documents, as needed, relating to construction easements and rights-of-way, which will not otherwise interfere in any manner with the operation of the Airport.

8.05 Time for Commencement of Construction

Company will commence construction of Company's Improvements containing no less than 30,000 square feet within eight (8) months of the Effective Date of this Agreement and will complete construction of Company's Improvements within twenty four (24) months from the Effective Date of this Agreement. Neither Party will be liable to the other Party for any failure, delay or interruption in performance caused by Force Majeure events or circumstances. However, nothing in this Section abates, postpones or diminishes Company's obligation to make all payments due to Authority in accordance with the Payments Article of this Agreement.

8.06 Company's Responsibilities for Company's Improvements

- A. Company is responsible for the complete design, construction and maintenance costs of all vehicle parking areas, infrastructure, landscaping, irrigation, sidewalks, lighting and other customary appurtenances for Company's Improvements.
- B. Company is responsible for the maintenance costs of Company's Improvements.

8.07 Failure to Construct

- A. Failure of Company to commence construction of Company's Improvements within eight (8) months of the Effective Date of this Agreement (or any extended date for the commencement of construction as agreed to in writing by the Parties) will constitute an event of default under the Default and Termination Article of this Agreement, allowing Authority to terminate this Agreement and have no further obligations hereunder. Prior to such termination, Authority will notify Company and its leasehold mortgagee(s) (if any) of its intent to terminate this Agreement, which notice will include a cure period as described in this Agreement.
- B. Company will restore all areas that were impacted by the construction of Company's Improvements, including releasing any construction easements and rights-of-way and the like, to as good condition as existed prior to construction, as determined by Authority.

ARTICLE 9  
CONTINGENCIES

In addition to any other conditions set forth in this Agreement, Company's obligation to lease the Premises under this Agreement will be subject to satisfaction of all of the following conditions precedent:

- 9.01 Company submitting to the Authority a Form 7460 showing that its intended use of the Premises as set forth in the Uses and Restrictions Article of this Agreement will comply fully with Part 77 of

the Federal Aviation Regulations, including without limitation, building height limitations, tower and crane height limitations, and microwave and other communications limitations. The plans and specifications and other documents and information required in connection with the Part 77 airspace review will be submitted by Company to Authority within 15 days after the date of this Agreement. Authority will review such plans and specifications and other documents and information and then coordinate the submission of such items to the FAA. This condition precedent will be satisfied by Company's delivery to Authority of the above documentation and Authority's review and concurrence.

- 9.02 Company obtaining the approval from the Authority of the plans and specifications for its proposed development and use of the Premises. Within sixty days after the execution of this Agreement, Company will submit to Authority and Authority will review such plans and specifications and proposed use. This condition precedent will be satisfied by Authority's delivery to Company of written notice that such plans and specifications and proposed use have been approved.
- 9.03 Company's confirmation with the appropriate governmental officials that Company's anticipated development and use of the Premises as set forth in the Uses and Restrictions Article of this Agreement will comply with all existing governmental laws, ordinances and regulations applicable to the Premises, including without limitation, foreign-trade zone and customs regulations, zoning regulations (including, without limitation, storm water drainage and curb cut approvals), and building regulations affecting the Premises (collectively the "Regulations") or Company's obtaining assurance reasonably satisfactory to Company that it will be able to obtain any necessary variance from the Regulations. This condition will be satisfied by Company's obtaining evidence satisfactory to Company that its intended use of the Premises will comply with the Regulations, or obtaining any necessary variance therefrom, and Company's delivery to Authority of written notice to that effect.
- 9.04 Company's confirmation with the appropriate utility providers that the Premises will have available a reasonably sufficient capacity or supply of utilities or similar services, including without limitation, electric, natural gas, water and sewer services (the "Utilities"), for Company's anticipated development and use of the Premises as set forth in the Uses and Restrictions Article of this Agreement. This condition will be satisfied by Company's delivery to Authority of written confirmation of the availability of sufficient utilities.
- 9.05 Company's obtaining engineering, soil and other information, including without limitation soil investigations, topographical studies and environmental assessments, verifying to Company's reasonable satisfaction that the Premises is in a condition suitable for Company's anticipated development and use of the Premises as set forth in the Uses and Restrictions Article of this

Agreement. This condition will be satisfied by Company's delivery to Authority of written confirmation that the Premises is in a condition satisfactory to Company.

- 9.06 Company's providing to Authority, and Authority approving, evidence satisfactory to Authority confirming Company's complete financial capability to construct and operate Company's Improvements, which may include a copy of one or more executed loan commitment(s) for construction and/or permanent financing and/or such other documents and information, including appropriate documentation of equity, capital or other types of financing or funding for Company's Improvements. Company will submit such evidence to Authority at least 10 days prior to the satisfaction or waiver of contingencies. This condition will be satisfied by Authority's delivery of written confirmation to Company that Company has met the requirements of this subsection, along with a copy of the signed commitment or term sheet for debt or equity funding.
- 9.07 Company will have 120 days after the Effective Date of this Agreement to satisfy, or if permitted by the following sentence, waive in writing all of the contingencies set forth in this Article. Company may waive all of the contingencies set forth in this Article except for Subsections 9.01, 9.02, 9.03, and 9.04, which are conditions precedent to Authority's obligation to lease the Premises to Company pursuant to this Agreement and which may not be waived by Company. In the event that any of the contingencies set forth in this Article are not satisfied or, if permitted to be waived by Company and not so waived within such 120 day period, then, unless Company and Authority agree otherwise in writing, this Agreement will automatically terminate.
- 9.08 Company and Authority will exercise their respective good faith and reasonable efforts to cause the timely satisfaction of all of the contingencies set forth in this Article, as may be required by such contingency or as may be reasonably requested by the other Party.

## ARTICLE 10

### IMPROVEMENTS AND ALTERATIONS BY COMPANY

#### 10.01 Written Approval

Except for routine maintenance on installed equipment, an Authority Tenant Work Permit is required anytime Company performs or hires an outside contractor to perform any construction on or modification or alterations to the Premises. Company will make no improvements or alterations whatsoever to the Premises without the prior written approval of Authority under the Tenant Work Permit, which consent will not be unreasonably withheld or delayed. Within 30 days after receipt by Authority of Company's plans and specifications, Authority will inform Company that the plans are either approved as submitted, approved subject to certain stated conditions and changes, or not approved.

## 10.02 Conditions

If Company's request for approval to make improvements or alterations is granted, the following conditions will apply:

- A. Company will obtain, at Company's sole cost and expense, all required permits and licenses necessary to comply with applicable zoning laws, building codes and other laws or regulations of all appropriate governing entities, including United States, State of Florida, Hillsborough County, City of Tampa and Authority.
- B. Company agrees that all construction will conform to Authority's Land Use Standards, Design Criteria Manual, and Sustainable Design Criteria Manual, and will comply with Authority's Tenant Work Permit process, as such documents may be amended from time to time, including any insurance and bond requirements.
- C. Company agrees to hire only licensed contractors and subcontractors.
- D. Company covenants and agrees to pay all costs necessary to complete approved alterations or improvements. Authority will not be responsible for any costs relating to alterations or improvements whether such alterations or improvements were requested by Company or were required by Authority or any other regulatory agency.
- E. Company agrees to be solely responsible for any damage to the Premises, Common Areas, or Airport property resulting from Company's construction of improvements or alterations.

## 10.03 Petroleum Storage Systems

In the event Company constructs a petroleum storage system, Company will pay for all costs of construction, maintenance, repair, and upkeep, all taxes and all use and occupational permits or licenses required by federal, state, and local regulations, statutes, codes, or ordinances associated with a petroleum storage system. Company will construct the petroleum storage system in such a manner as will meet all federal, state, or local requirements, including but not limited to the regulations of the Florida Department of Environmental Protection (FDEP) as stated in Chapters 62-761 and 62-762, Florida Administrative Code (FAC), the requirements of the Federal Oil Pollution Prevention regulation found in Title 40 of the Code of Federal Regulations 112 (40 CFR Part 112), as well as the requirements of the Environmental Protection Commission of Hillsborough County (EPC), as may be amended or replaced. Upon termination or expiration of this Agreement as provided herein, upon instruction by Authority's Chief Executive Officer or designee, Company

will remove any and all petroleum storage systems and oil-water separators and restore the Premises to condition prior to installation or as approved by Authority.

10.04 Completion of Company's Improvements

Within 90 days of completion of any construction herein permitted, Company will cause to be prepared and delivered to Authority record documents as required under the Tenant Work Permit process, including but not limited to, as-builts, legal descriptions, boundary surveys, and certified final cost of construction. The submission of record document electronic media will be in accordance with Authority's Standard Procedure for computer aided design and drafting and drawings, as may be revised from time to time.

ARTICLE 11

MAINTENANCE AND REPAIR OF PREMISES AND COMPANY'S IMPROVEMENTS

11.01 Company's Responsibilities

Company is obligated to maintain the Premises and Company's Improvements constructed thereon, and every part thereof in good appearance, repair and safe condition, consistent with good business practice, without cost to Authority. Company will repair all damages to the Premises and Company's Improvements caused by its employees, patrons or its operations thereon. All paint colors will be submitted to and approved in writing by Authority prior to application. Company is required to provide, at a minimum, the following maintenance and repair:

A. Landscaping

The landscaping will be maintained in a manner consistent with good horticultural practices and free of unsightly conditions.

B. Electrical Service

Inspect electrical service areas and keep area free of debris and foreign objects at all times.

C. Aircraft Apron

Clean, sweep, remove oil and debris, repair and stripe, and maintain tie-down points and cables on a routine basis.

D. Vehicle Parking Areas

Clean, sweep, remove oil and debris, and repair and stripe on a routine basis.

E. Required Scheduled Maintenance

In addition to Company's maintenance obligations included in this Agreement, Company further agrees to maintain, at a minimum, certain components of Company's Improvements according to the following maintenance schedule:

1) Roof

Company will provide an annual roof inspection, on or before each anniversary date of the Commencement Date, by a qualified roof inspector/contractor to determine required maintenance action. Roofs, drains and skippers will be cleaned as needed.

2) Building Exterior

Building exterior will be inspected annually, on or before each anniversary date of the Commencement Date. Mildew, staining, dirt, cobwebs, etc. will be cleaned as needed.

3) Hangar Doors

Hangar doors will be lubricated and adjusted at intervals recommended by the manufacturer and will be inspected and cleaned monthly.

4) Equipment Inspection

All HVAC equipment will be inspected monthly, replacing air filters as required. HVAC quarterly, semi-annual and annual maintenance will be performed in accordance with the manufacturer's recommendation. A qualified service vendor will inspect HVAC systems at least annually, on or before each anniversary date of the Commencement Date.

Company will submit a condition report to Authority at the completion of each annual inspection. Recommended work will be performed as soon as practical after receipt of the report.

F. End of Term Condition

In addition to the scheduled maintenance required under this Article, Company will maintain Company's Improvements and Premises to ensure that at the end of the Term of this



Agreement their condition will be in a good state of repair and will comply with the conditions set forth below:

- 1) The roof will be free of any leaks.
- 2) The HVAC system will heat and cool properly.
- 3) All hangar doors will open and close properly.
- 4) The exterior paint will be free of unsightly conditions.
- 5) The interior of Company's Improvements will be painted within one year prior to the termination of this Agreement.
- 6) The storm water system will be working properly.
- 7) The exterior pavements will be in good condition without pot holes and spalling.

#### 11.02 Copies of Reports and Warranties

Records of all required scheduled maintenance items outlined in Subsection E above and copies of all warranty information will be forwarded to Authority annually. Copies will be forwarded as outlined in the Notices and Communications Article of this Agreement.

#### 11.03 Quality of Maintenance

All maintenance, repair and replacements will be of a quality at least equal to the original in materials and workmanship. Authority will be the sole judge of the quality of maintenance. Authority or its authorized agents may at any reasonable time, without notice, enter upon the Premises and Company's Improvements to determine if maintenance satisfactory to Authority is being done. If it is determined that maintenance is not satisfactory, Authority will so notify Company in writing with adequate detail and description of any objections and provide a time frame for Company to rectify same.

#### 11.04 Reimbursement of Authority Made Repairs

If Company fails to perform Company's maintenance or repair responsibilities, Authority will have the right, but not the obligation, to perform such maintenance or repair responsibilities, provided Authority has first, in any situation not involving an emergency, by written notice to Company, afforded Company a period of 30 days, or such longer duration as may be reasonably required, to correct the failure. Should Authority elect to make repairs or maintenance occasioned by the

occurrence of any of the foregoing, Company will pay all such costs and expenses incurred by Authority, plus a 15% administrative charge, within 15 days from the date of the invoice. Failure of Company to pay will be deemed a condition of default of this Agreement.

## ARTICLE 12

### INTENTIONALLY LEFT BLANK

## ARTICLE 13

### TITLE TO IMPROVEMENTS

All fixed improvements of whatever kind or nature installed by Authority or Company (with or without the consent of Authority) upon the Premises, including but not limited to, all buildings, heating and/or air conditioning, interior and exterior light fixtures, fencing, landscaping, paving and the like that, under the laws of the State of Florida, are part of the realty, will become and be deemed to be the property of Authority upon termination of the Agreement (whether by expiration, termination, forfeiture, repurchase or otherwise), and will remain on the Premises or, at Authority's sole option, Authority may require Company to remove any such fixed improvements installed by Company and restore the Premises to their original condition. Title to all Personal Property, furnishings, wireless access points and trade fixtures will be and remain with Company and will be removed from the Premises upon termination or expiration of this Agreement. Company will pay any costs associated with the restoration of the Premises to their original condition upon such removal.

## ARTICLE 14

### DEFAULT AND TERMINATION

#### 14.01 Events of Default

The following events will be deemed events of default by Company:

- A. The failure or omission by Company to perform its obligations under this Agreement or the breach of any term, condition or covenant required herein.
- B. The conduct of any business or performance of any acts at the Airport not specifically authorized in this Agreement or by any other agreement between Authority and Company, and Company's failure to discontinue that business or those acts within 30 days of receipt by Company of Authority's written notice to cease said business or acts.
- C. The appointment of a Trustee, custodian, or receiver of all or a substantial portion of Company's assets.

- D. The divestiture of Company's estate herein by operation of law, by dissolution, or by liquidation (not including a merger or sale of assets).
- E. The insolvency of Company; or if Company will take the benefit of any present or future insolvency statute, will make a general assignment for the benefit of creditors, or will seek a reorganization or the readjustment of its indebtedness under any law or statute of the United States or of any state thereof including the filing by Company of a voluntary petition of bankruptcy or the institution of proceedings against Company for the adjudication of Company as bankrupt pursuant thereto.
- F. Company's violation of Florida Statute Section 287.133 concerning criminal activity on contracts with public entities.

#### 14.02 Authority's Remedies

In the event of any of the foregoing events of default enumerated in this Article, and following 30 days' notice by Authority and Company's failure to cure, Authority, at its election, may exercise any one or more of the following options or remedies, the exercise of any of which will not be deemed to preclude the exercise of any other remedy herein listed or otherwise provided by statute or general law:

- A. Terminate Company's rights under this Agreement and, in accordance with law, take possession of the Premises. Authority will not be deemed to have thereby accepted a surrender of the Premises, and Company will remain liable for all payments due or other sums due under this Agreement and for all damages suffered by Authority because of Company's breach of any of the covenants of this Agreement; or
- B. Treat this Agreement as remaining in existence, curing Company's default by performing or paying the obligation that Company breached. In such event all sums paid or expenses incurred by Authority directly or indirectly in curing Company's default will become immediately due and payable, as well as interest thereon, from the date such fees or charges became due to the date of payment, at the Federal Reserve Bank of New York prime rate in effect on the date the fees or charges became due plus four percent (FRBNY prime +4%) or 12% per annum, whichever is greater, to the maximum extent permitted by law; or
- C. Declare this Agreement to be terminated, ended, null and void, and reclaim possession of the Premises, whereupon all rights and interest of Company in the Premises will end.

No waiver by Authority at any time of any of the terms, conditions, covenants, or agreements of this Agreement, or noncompliance therewith, will be deemed or taken as a waiver at any time thereafter of the same or any other term, condition, covenant, or agreement herein contained, nor of the strict and prompt performance thereof by Company. No delay, failure, or omission of Authority to re-enter the Premises or to exercise any right, power, privilege, or option arising from any default nor subsequent acceptance of fees or charges then or thereafter accrued will impair any such right, power, privilege, or option, or be construed to be a waiver of any such default or relinquishment, or acquiescence of the Premises. No notice by Authority will be required to restore or revive time is of the essence hereof after waiver by Authority or default in one or more instances. No option, right, power, remedy, or privilege of Authority will be construed as being exhausted or discharged by the exercise thereof in one or more instances. It is agreed that each and all of the rights, powers, options, or remedies given to Authority by this Agreement are cumulative and that the exercise of one right, power, option, or remedy by Authority will not impair its rights to any other right, power, option, or remedy available under this Agreement or provided by law.

#### 14.03 Continuing Responsibilities of Company

Notwithstanding the occurrence of any event of default, Company will remain liable to Authority for all payments payable hereunder and for all preceding breaches of any covenant of this Agreement. Furthermore, unless Authority elects to terminate this Agreement, Company will remain liable for and promptly pay any and all payments accruing hereunder until termination of this Agreement as set forth in this Agreement.

#### 14.04 Company's Remedies

Upon 30 days written notice to Authority, Company may terminate this Agreement and all of its obligations hereunder, if Company is not in default of any term, provision, or covenant of this Agreement or in the payment of any Rents or charges to Authority, and only upon or after the occurrence of any of the following events: the inability of Company to use Airport for a period of longer than 90 consecutive days due to war, terrorism, pandemic, or the issuance of any order, rule or regulation by a competent governmental authority or court having jurisdiction over Authority, preventing Company from operating its business for a period of 90 consecutive days; provided, however, that such inability or such order, rule or regulation is not due to any fault or negligence of Company.

ARTICLE 15  
DISCLAIMER OF LIENS

The interest of Authority in the Premises and Common Areas will not be subject to liens for any work, labor, materials or improvements made by or for Company to the Premises, whether or not the same is made or done in accordance with an agreement between Authority and Company, and it is specifically understood and agreed that in no event will Authority or the interest of Authority in the Premises or Common Areas be liable for or subjected to any construction, mechanics', materialmen's, suppliers', professional, laborers' or equitable liens for materials furnished or improvements, labor or work made by or for Company to the Premises. Company is specifically prohibited from subjecting Authority's interest in the Premises or Common Areas to any construction, mechanics', materialmen's, suppliers', professional, laborers' or equitable liens for improvements made by or for Company or for any materials, improvements or work for which Company is responsible for payment. Company will provide notice of this disclaimer of liens to any and all contractors or subcontractors providing any materials or making any improvements to the Premises.

In the event any construction, mechanics', materialmen's, suppliers', professional, laborers', equitable or other lien or notice of lien is filed against any portion of the Premises or Common Areas for any work, labor or materials furnished to the Premises, whether or not the same is made or done in accordance with an agreement between Authority and Company, Company will cause any such lien to be discharged of record within 30 days after notice of filing thereof by payment, bond or otherwise or by posting with a reputable title company or other escrow agent acceptable to Authority, security reasonably satisfactory to Authority to secure payment of such lien, if requested by Authority, while Company contests to conclusion the claim giving rise to such lien.

Company will furnish releases or waivers as may be required to satisfy Authority that there are no outstanding claims or liens. To the maximum extent permitted by Florida law, Authority may require Company, at Company's expense, to indemnify Authority, its Board Members, officers, employees, agents, servants and volunteers against any such construction, mechanics', materialmen's, suppliers', professional, laborers', equitable or other liens or claims and the attorney's fees and legal costs that could be incurred defending against such liens or claims. This obligation to indemnify and hold harmless will be construed separately and independently. It is the Parties' mutual intent that if this clause is found to be in conflict with applicable law, the clause will be considered modified by such law to the extent necessary to remedy the conflict.

## ARTICLE 16

### UTILITIES

#### 16.01 Utility Infrastructure

During the Term of this Agreement, Company will have the right to receive water, sanitary sewer, electric, storm drainage, and telecommunication and data services at the Premises.

#### 16.02 Upgraded Utility Infrastructure

If Company requires infrastructure beyond what currently exists or is available to be extended to the Premises' boundary, Company agrees to pay the full cost and expense associated with the upgrade and installation of all such infrastructure related to its use of the Premises and to comply with all provisions required by Hillsborough County, the City of Tampa, or Authority for maintaining such infrastructure.

#### 16.03 Utility Services

Company agrees to pay the full cost and expense associated with its use of all utilities, including but not limited to, water, sanitary sewer, electric, storm drainage, and telecommunication and data services and the cost of necessary meters for measuring said utility services. Company will save Authority harmless from any and all costs or charges for utility services furnished to or required by Company as may be necessary or required in the operation and maintenance of the Premises.

#### 16.04 Easement Rights Reserved to Authority Regarding Utility Lines and Services

Authority reserves to itself the easement and right to install, maintain, and repair underground and above ground utility lines and services on or across the Premises and Common Areas. When installing new lines or services, Authority will protect any existing Company's Improvements and will avoid any unreasonable interference with Company's operations.

## ARTICLE 17

### INGRESS AND EGRESS

#### 17.01 Use of Public Way

Company will have the right of ingress and egress to and from the Airport, the Premises, and the Common Areas for Company's officers, employees, agents, and invitees, including customers, suppliers of materials, furnishers of services, equipment, vehicles, machinery and other property. Such right will be subject to applicable laws and Authority's right to establish Policies, Rules and Regulations, Standard Procedures, and Operating Directives governing (1) the general public,

including Company's customers, and (2) access to non-public areas at the Airport by Company's employees, suppliers of materials, and furnishers of services.

17.02 Methods of Ingress or Egress

Authority may at any time temporarily or permanently close, re-route, or consent to or request the closing or re-routing of any method of ingress or egress on Airport, so long as a means of ingress and egress reasonably equivalent is concurrently made available to Company. Company hereby releases and discharges Authority from any and all claims, demands, or causes of action that Company may now or at any time hereafter have arising or alleged to arise out of such a closing or re-routing.

ARTICLE 18  
INDEMNIFICATION

- A. To the maximum extent permitted by Florida law, in addition to Company's obligation to provide, pay for and maintain insurance as set forth elsewhere in this Agreement, Company will indemnify and hold harmless Authority, its members, officers, agents, employees, and volunteers from any and all liabilities, suits, claims, procedures, liens, expenses, losses, costs, royalties, fines and damages (including but not limited to claims for attorney's fees and court costs) caused in whole or in part by the:
1. Presence on, use or occupancy of Authority property;
  2. Acts, omissions, negligence (including professional negligence and malpractice), errors, recklessness, intentional wrongful conduct, activities, or operations;
  3. Any breach of the terms of this Agreement;
  4. Performance, non-performance or purported performance of this Agreement;
  5. Violation of any law, regulation, rule, Advisory Circular or ordinance;
  6. Infringement of any patent, copyright, trademark, trade dress or trade secret rights; and/or
  7. Contamination of the soil, groundwater, surface water, storm water, air or the environment by fuel, gas, chemicals or any other substance deemed by the Environmental Protection Agency or other regulatory agency to be an environmental contaminant;

by Company or Company's officers, employees, agents, volunteers, subcontractors, invitees, or any other person directly or indirectly employed or utilized by Company whether the liability, suit, claim, procedure, lien, expense, loss, cost, fine or damages is caused in part by an indemnified party. This indemnity obligation expressly applies, and shall be construed to include any and all claims caused in part by negligence, acts or omissions of the Authority, it's members, officers, agents, employees and volunteers.

B. In addition to the duty to indemnify and hold harmless, Company will have the separate and independent duty to defend Authority, its members, officers, agents, employees, and volunteers from all suits, claims, proceedings, or actions of any nature seeking damages, equitable or injunctive relief, liens, expenses, losses, costs, royalties, fines or attorney's fees or any other relief in the event the suit, claim, or action of any nature arises in whole or in part from the:

1. Presence on, use or occupancy of Authority property;
2. Acts, omissions, negligence (including professional negligence and malpractice), errors, recklessness, intentional wrongful conduct, activities, or operations;
3. Any breach of the terms of this Agreement;
4. Performance, non-performance or purported performance of this Agreement;
5. Violation of any law, regulation, rule, Advisory Circular, or ordinance;
6. Infringement of any patent, copyright, trademark, trade dress or trade secret rights; and/or
7. Contamination of the soil, groundwater, surface water, stormwater, air or the environment by fuel, gas, chemicals or any other substance deemed by the Environmental Protection agency or other regulatory agency to be an environmental contaminant

by Company or Company's officers, employees, agents, volunteers, subcontractors, invitees, or any other person directly or indirectly employed or utilized by Company regardless of whether it is caused in part by Authority, its members, officers, agents, employees, or volunteers. This duty to defend exists immediately upon presentation of written notice of a suit, claim or action of any nature to Company by a party entitled to a defense hereunder. This defense obligation expressly applies, and shall be construed to



include, any and all claims caused in part by negligence, acts or omissions of the Authority, its members, officers, agents, employees and volunteers.

- C. If the above indemnity or defense provisions or any part of the above indemnity or defense provisions are limited by Fla. Stat. § 725.06(2)-(3) or Fla. Stat. § 725.08, then with respect to the part so limited, Company agrees to the following: To the maximum extent permitted by Florida law, Company will indemnify and hold harmless Authority, its members, officers, agents, employees, and volunteers from any and all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fee, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of Company and persons employed or utilized by Company in the performance of this Agreement.
- D. If the above indemnity or defense provisions or any part of the above indemnity or defense provisions are limited by Florida Statute § 725.06 (1) or any other applicable law, then with respect to the part so limited the monetary limitation on the extent of the indemnification shall be the greater of the (i) monetary value of this Agreement, (ii) coverage amount of Commercial General Liability Insurance required under this Agreement, or (iii) \$1,000,000.00. Otherwise, the obligations of this Article will not be limited by the amount of any insurance required to be obtained or maintained under this Agreement.
- E. In addition to the requirements stated above, to the extent required by Florida Department of Transportation (FDOT) Public Transportation Grant Agreement and to the fullest extent permitted by law, the Company shall indemnify and hold harmless the State of Florida, FDOT, including the FDOT's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Company and persons employed or utilized by the Company in the performance of this Agreement. This indemnification in this paragraph shall survive the termination of this Agreement. Nothing contained in this paragraph is intended nor shall it constitute a waiver of the State of Florida's and FDOT's sovereign immunity.
- F. Company's obligations to defend and indemnify as described in this Article will survive the expiration or earlier termination of this Agreement until it is determined by final judgment that any suit, claim or other action against Authority, its members, officers, agents, employees, and volunteers its fully and finally barred by the applicable statute of limitations or repose.

- G. Nothing in this Article or Agreement will be construed as a waiver of any immunity from or limitation of liability Authority, or its members, officers, agents, employees, and volunteers may have under the doctrine of sovereign immunity under common law or statute.
- H. Authority and its members, officers, agents, employees, and volunteers reserve the right, at their option, to participate in the defense of any suit, without relieving Company of any of its obligations under this Article.
- I. If the above subarticles A – H or any part of subarticles A – H are deemed to conflict in any way with any law, the subarticle or part of the subarticle will be considered modified by such law to remedy the conflict.

ARTICLE 19  
INSURANCE

19.01 Insurance

Company must maintain the following limits and coverages uninterrupted or amended through the term of this Agreement. In the event the Company becomes in default of the following requirements the Authority reserves the right to take whatever actions deemed necessary to protect its interests. Required liability policies other than Workers' Compensation/Employer's Liability and Professional Liability will provide that the Authority, members of the Authority's governing body, and the Authority's officers, volunteers, agents, and employees are included as additional insureds.

The minimum limits of insurance (inclusive of any amounts provided by an umbrella or excess policy) covering ongoing operations performed by, or on behalf of, the Company under this Agreement or the use or occupancy of Authority premises by, or on behalf of, the Company in connection with this Agreement, will be the amounts specified herein. To the extent it is used to meet the minimum limit requirements, any Umbrella or Excess coverage shall follow form to the Employer's Liability, Commercial General Liability and Business Auto Liability coverages, including all endorsements and additional insured requirements. Any applicable Aggregate Limits in the Umbrella or Excess policy(ies) shall not be shared or diminished by claims unrelated to this Contract.

A. Workers' Compensation/Employer's Liability Insurance

The minimum limits of insurance are:

Part One:	“Statutory”
Part Two:	

Each Accident	\$1,000,000
Disease – Policy Limit	\$1,000,000
Disease – Each Employee	\$1,000,000

B. Commercial General Liability Insurance

The minimum limits of insurance covering the work performed pursuant to this Agreement 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 Company under this Agreement or the use or occupancy of Authority premises by, or on behalf of, the Company in connection with this Agreement. 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.

General Aggregate	\$5,000,000
Each Occurrence	\$5,000,000
Personal and Advertising Injury Each Occurrence	\$5,000,000
Products and Completed Operations Aggregate	\$5,000,000

C. Business Automobile Liability Insurance

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 Agreement are:

Each Occurrence – Bodily Injury and Property Damage Combined	\$1,000,000
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A. Environmental Impairment (Pollution)

Such insurance will be maintained by Company on a form acceptable to Authority for liability resulting from pollution or other environmental impairment, which arises out of, or in connection with, work under this Agreement. Company will provide and maintain environmental coverage from the inception of the Agreement. If on an occurrence basis, the insurance must be maintained throughout the duration of the Agreement. If on a claims-made basis, insurance must respond to claims reported within three years of the end of the Agreement. Limits of Coverage will be:

Each Occurrence	\$1,000,000
Annual Aggregate	\$2,000,000

B. Aircraft Liability Insurance

The minimum limits of Aircraft Liability insurance (inclusive of any amounts provided by an umbrella or excess policy) including Passenger's Liability Coverage covering all aircraft owned, leased and/or hired by Company (if applicable) and non-owned aircraft used by Company are:

Bodily Injury, Personal Injury and Property Damage Liability Combined single limit	\$5,000,000
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If Company does not own or lease aircraft non-owned aircraft liability insurance is still required.

C. Property Insurance

Property insurance will be written on an all-risk coverage form. Such property insurance will be written on a replacement cost basis. This insurance will cover any existing or hereafter constructed (including while under construction) buildings, structures, or any other improvements to real property located on the Premises. Such insurance will include Authority as an additional insured and loss payee. Such insurance will not be subject to a deductible greater than 5% of the total insured value of all covered property located on the Premises and no more than \$50,000 per occurrence for all other perils. Payment of all amounts under any deductible in the property insurance will be the sole responsibility of Company.

19.02 Waiver of Subrogation

Company, for itself and on behalf of its insurers, to the fullest extent permitted by law without voiding the insurance required by the Agreement, waives all rights against Authority, members of Authority's governing body, and Authority's officers, volunteers and employees, for damages or loss to the extent covered and paid for by any insurance maintained by Company.

19.03 Conditions of Acceptance

The insurance maintained by Company must conform at all times with Exhibit B, Authority's Standard Procedure S250.06, Contractual Insurance Terms and Conditions, which may be amended from time to time.

ARTICLE 20  
SECURITY FOR PAYMENT

20.01 Payment Security Requirements

- A. Company will provide Authority on or before the Effective Date of this Agreement with an acceptable bond, irrevocable letter of credit or other similar security acceptable to Authority in an amount equal to the estimate of three months' Rents, fees and charges, payable by Company under this Agreement, to guarantee the faithful performance by Company of its obligations under this Agreement and the payment of all Rents, fees, tax assessments, and charges due hereunder ("Payment Security"). Such Payment Security will be in a form and with a company acceptable to Authority and licensed to do business in the State of Florida. In the event that any such Payment Security is for a period less than the full period required under this Agreement or if such Payment Security is canceled, Company will provide a renewal or replacement Payment Security for the remaining required period at least 60 days prior to the date of such expiration or cancellation. Such Payment Security will require notice by the surety to Authority at least 60 days prior to any cancellation.
- B. In the event Authority is required to draw down or collect against Company's Payment Security for any reason, Company will, within 15 days after such draw down or collection, take such action as is necessary to replenish the existing Payment Security to an amount equal to three months' estimated Rents, fees and charges or provide additional or supplemental Payment Security from another source so that the aggregate of all Payment Security is equal to three months' estimated Rents, fees and charges payable by Company pursuant to this Agreement.
- C. In addition to the foregoing, upon the occurrence of any act or omission by Company that would constitute a default under this Agreement, or upon Company's election to assume this Agreement under Federal Bankruptcy Rules and Regulations, as such may be amended, supplemented, or replaced, Authority, by written notice to Company given at any time within 90 days of the date such event becomes known to Authority, may impose or re-impose the requirements of this Article upon Company. In such event, Company will provide Authority with the required Payment Security within 15 days from its receipt of such written notice and will thereafter maintain such Payment Security in effect until the expiration of a period of 18 consecutive months during which Company commits no additional act or omission that would constitute a default under in this Agreement or the termination of bankruptcy proceedings, whichever is later.

- D. If Company fails to obtain and keep in force the Payment Security required hereunder, such failure will be grounds for immediate termination of this Agreement. Authority's rights under this Article will be in addition to all other rights and remedies provided to Authority under this Agreement.

20.02 Satisfactory Performance

Subject to the provisions of Section 20.01 above, the Payment Security will be returned within 90 days following the expiration of the Term (including any renewal options) of this Agreement, subject to the satisfactory performance by Company of all terms, conditions, and covenants contained herein.

ARTICLE 21  
PROPERTY DAMAGE

21.01 Partial Damage

In the event a portion of the Premises and/or Company's Improvements is partially damaged by fire, explosion, the elements, a public enemy, Act of God, or other casualty, but not rendered untenable, Company will give Authority immediate notice thereof and commence repairs immediately and will diligently and continuously prosecute the same to full completion at Company's own cost and expense.

21.02 Extensive Damage

In the event damages as referenced in Section 21.01 of this Article are so extensive as to render a significant portion of the Premises and/or Company's Improvements untenable, but capable of being repaired within 120 days, Company will give Authority immediate notice thereof and commence repairs immediately and will diligently and continuously prosecute the same to full completion at Company's own cost and expense.

21.03 Complete Destruction

In the event damages as referenced in Section 21.01 of this Article are so extensive as to render the entire Premises and/or Company's Improvements untenable, and the Premises and/or Company's Improvements cannot be repaired within 120 days, Company will give Authority immediate notice thereof. Within 30 days, Authority will advise Company in writing of its decision as to whether Company must repair, replace, or reconstruct the Premises and/or Company's Improvements or must distribute the insurance proceeds in accordance with Subsection 21.06.B. of this Article. If Authority's decision is that Company must repair, replace, or reconstruct the Premises and/or Company's Improvements, Company will commence the full restoration of the

Premises and/or Company's Improvements and diligently and continuously prosecute the same to full completion at Company's own cost and expense. In the event Company does not repair, replace, and reconstruct the Premises and/or Company's Improvements, Authority will not be required to grant alternative premises.

#### 21.04 Abatement of Rent

For purposes of this Article, Premises includes Company's Improvements if title to Company's Improvements has passed to Authority at the time of such extensive damage or complete destruction. In the event of such extensive damage or complete destruction as referenced in Sections 21.02 and 21.03 of this Article, the portion of the Rents attributable to untenable Premises will abate from the date of casualty until such time as Authority issues notice to Company that the untenable portion of the Premises can be re-occupied. Notwithstanding the foregoing, in the event the Premises are damaged or destroyed as a result of the act or omission of Company, including negligence, Company's Rents and fees will not abate and Company will be responsible for all costs to repair or rebuild that portion of the Premises damaged or destroyed as a result of Company's act or omission.

#### 21.05 Limits of Authority's Obligations Defined

Redecoration, replacement, and refurbishment of Company's furniture, fixtures, equipment, and supplies will be the responsibility of and paid for by Company. Authority will not be responsible to Company for any claims related to loss of use, loss of profits, or loss of business resulting from any partial, extensive, or complete destruction of the Premises and/or Company's Improvements, regardless of the cause of damage or destruction.

#### 21.06 Waiver of Subrogation

To the extent such insurance permits, and then only to the extent collected or collectable by Company under its property insurance coverage, Company waives any and all claims against Authority and its agents, servants and employees for loss or damage to property.

#### 21.07 Insurance Proceeds

##### A. Rebuilding Company's Improvements

Upon receipt by Company of the proceeds of any applicable insurance policy or policies related to a casualty loss, the proceeds will be deposited in an escrow account approved by Authority so as to be available to pay for the cost of such repair, replacement or rebuilding.

Any insurance proceeds will be disbursed during construction to pay the costs of such work.

If the amount of the insurance proceeds is insufficient to pay the costs of the necessary repair, replacement or rebuilding of such damaged Company's Improvements, Company will pay any additional sums required into such escrow account.

If the amount of the insurance proceeds is in excess of the costs of repair, replacement or rebuilding, the amount of such excess will be disbursed as follows:

- 1) Such proceeds will be applied first toward any amounts owed to Authority under this Agreement.
- 2) The balance of the proceeds, if any, will be paid to Company if Company is in compliance with this Agreement and Authority has not provided or paid for the insurance. If Authority has paid for or provided the insurance the balance of the proceeds will be paid to Authority.

**B. Not Rebuilding Company's Improvements**

If Authority decides to terminate this Agreement without Company rebuilding Company's Improvements, the proceeds of insurance policies obtained by Company will be applied in the following order:

- 1) To demolish and cleanup (including environmental cleanup and remediation) the damaged Company's Improvements and to restore the Premises;
- 2) To the Leasehold Mortgagee (if any); and
- 3) To Authority and Company as follows: Authority will receive a portion of the insurance proceeds determined by multiplying the balance of insurance proceeds by a fraction, the numerator of which is the number of calendar months that passed since the Commencement Date, and the denominator of which is the total number of months in the Term (including the renewal term, if such renewal term was approved at the time of the damage or destruction of Company's Improvements), with the remainder of any such balance to be paid to Company.



## ARTICLE 22

### COMPLIANCE WITH LAWS, REGULATIONS, ORDINANCES, RULES

Company, its officers, employees, agents, subcontractors, or those under its control, will at all times comply with applicable Federal, State, and local laws and regulations, Authority Rules and Regulations, Policies, Standard Procedures and Operating Directives as are now or may hereinafter be prescribed by Authority, all applicable health rules and regulations and other mandates whether existing or as promulgated from time to time by the federal, State, or local government, or Authority including, but not limited to, permitted and restricted activities, security matters, parking, ingress and egress, environmental and storm water regulations and any other operational matters related to the operation of the Airport. Company, its officers, employees, agents, subcontractors, and those under its control will comply with safety, operational, or security measures required of Company or Authority by the FAA or Transportation Security Administration (TSA). If Company, its officers, employees, agents, subcontractors or those under its control will fail or refuse to comply with said measures, and such non-compliance results in a monetary penalty being assessed against Authority, then, in addition to any other remedies available to Authority, Company will be responsible and will reimburse Authority in the full amount of any such monetary penalty or other damages. This amount must be paid by Company within ten days of written notice.

## ARTICLE 23

### ENVIRONMENTAL

#### 23.01 General Conditions

Notwithstanding any other provisions of this Agreement, and in addition to any and all other requirements of this Agreement or any other covenants, representations, or warranties of Company, Company hereby expressly covenants, warrants, and represents to Authority, in connection with Company's operations on the Premises, the following:

- A. Company is knowledgeable of and agrees to comply with all applicable federal, State, and local environmental laws, ordinances, rules, regulations, and orders that apply to Company's facilities or operations at the Premises and acknowledges that such environmental laws, ordinances, rules, regulations, and orders change from time to time, and Company agrees to keep informed of any such future changes.
- B. In addition to any and all other requirements of Company to indemnify and hold Authority harmless contained in this Agreement, Company agrees to hold harmless and indemnify Authority for any violation by Company, from the Effective Date of this Agreement forward, of such applicable federal, State, and local environmental laws, ordinances, rules, regulations, and orders and for any non-compliance by Company with any permits issued

to Company pursuant to such environmental laws, which hold harmless and indemnity will include but not be limited to, enforcement actions to assess, abate, remediate, undertake corrective measures, and monitor environmental conditions and for any monetary penalties, costs, expenses, or damages, including natural resource damages, imposed against Company, its employees, invitees, suppliers, or service providers or against Authority by reason of Company's violation or non-compliance.

- C. Company agrees to cooperate with any investigation, audit, or inquiry by Authority or any governmental agency regarding possible violation of any environmental law or regulation upon the Premises.
- D. Company agrees that all remedies of Authority as provided herein with regard to violation of any federal, State, or local environmental laws, ordinances, rules, regulations, or orders will be deemed cumulative in nature and will survive termination of this Agreement.
- E. Company agrees that any notice of violation, notice of non-compliance, or other enforcement action of the nature described herein will be provided to Authority within 24 hours of receipt by Company or Company's agent. Any violation or notice of violation or non-compliance with federal, State, or local environmental law or ordinance which Company is required to rectify and for which Company fails to commence to rectify and proceed with reasonable due diligence to rectify within the cure period established in the Default and Termination Article of this Agreement will be deemed a default under this Agreement. Any such default that is not cured will be grounds for termination of this Agreement.
- F. In entering this Agreement, Authority expressly relies on the covenants, representations, and warranties of Company as stated herein.

#### 23.02 Environmental Considerations

- A. Company, its officers, agents, servants, employees, invitees, independent contractors, successors, or assigns will not discharge or spill any Hazardous Substance, as defined herein, into any component of the storm drainage system or onto any paved or unpaved area within the boundaries of the Premises. In addition, Company will not discharge or spill any Hazardous Substance into any component of the sanitary sewer system without first neutralizing or treating same as required by applicable anti-pollution laws or ordinances, in a manner satisfactory to Authority and other public bodies, federal, state, or local, having jurisdiction over or responsibility for the prevention of pollution of canals, streams, rivers, and other bodies of water. Company's discharge, spill or introduction of

any Hazardous Substance onto the Premises or into any component of Authority's sanitary or storm drainage systems will, if not remedied by Company with all due dispatch, at the sole discretion of Authority, be deemed a default and cause for termination of this Agreement by Authority, subject to notice and cure. Such termination will not relieve Company of or from liability for such discharge or spill.

- B. If Company is deemed to be a generator of hazardous waste, as defined by federal, state, or local law, Company will obtain a generator identification number from the U. S. Environmental Protection Agency (EPA) and the appropriate generator permit and will comply with all federal, state, and local laws, and any rules and regulations promulgated thereunder, including but not limited to, ensuring that the transportation, storage, handling, and disposal of such hazardous wastes are conducted in full compliance with applicable law.
- C. Company agrees to provide Authority, within 10 days after Authority's request, copies of all hazardous waste permit application documentation, permits, monitoring reports, transportation, responses, storage and disposal plans, material safety data sheets and waste disposal manifests prepared or issued in connection with Company's use of the Premises.
- D. At the end of the Agreement, Company will dispose of all solid and hazardous wastes and containers in compliance with all applicable regulations. Copies of all waste manifests will be provided to Authority at least 30 days prior to the end of the Agreement.

### 23.03 Hazardous Substance and Solid Waste

- A. The term "Hazardous Substance", as used in this Agreement, will mean:
  - (1) any substance the presence of which requires or may later require notification, investigation or remediation under any environmental law; or
  - (2) any substance that is or becomes defined as a "hazardous waste", "hazardous material", "hazardous substance", "pollutant", or "contaminant" under any environmental law, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. §9601 et seq.), the Resources Conservation and Recovery Act (42 U.S.C. §6901 et seq.) and the associated regulations; or
  - (3) any substance that is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic, or otherwise hazardous and is or becomes

regulated by any governmental authority, agency, department, commission, board, agency, or instrumentality of the United States, any State of the United States, or any political subdivision within any State; or

- (4) any substance that contains gasoline, diesel fuel, oil, or other petroleum hydrocarbons or volatile organic compounds; or
- (5) any substance that contains polychlorinated biphenyls (PCBs), asbestos or urea Formaldehyde foam insulation; or
- (6) any substance that contains or emits radioactive particles, waves, or materials, including, without limitation, radon gas.

B. The term “Solid Waste”, as used in this Agreement, will mean:

- (1) any waste that is or becomes defined as a “solid waste”, “waste”, “special waste”, “garbage”, or “commercial solid waste” under any environmental law, including but not limited to, the rules of the FDEP, specifically Chapter 62-702, FAC; or
- (2) any waste that can require special handling and management, including but not limited to, white goods, waste tires, used oil, lead-acid batteries, construction and demolition debris, ash residue, yard trash, biological wastes, and mercury-containing devices and lamps; or
- (3) any waste that is not hazardous waste and that is not prohibited from disposal in a lined landfill under Rule 62-701.300, FAC; or
- (4) yard trash, construction and demolition debris, processed tires, asbestos, carpet, cardboard, paper, glass, plastic, or furniture other than appliances.

#### 23.04 Prior Environmental Impacts

Nothing in this Article will be construed to make Company liable in any way for any environmental impacts or release of Hazardous Substances, as defined herein, affecting the Premises that occurred prior to Company’s entry upon or occupancy of the Premises or that occurred as a result of the actions of Authority or any of its employees, agents, or contractors. Company and Authority acknowledge and agree that Exhibit C, Environmental Baseline Report, dated February 2, 2021 attached hereto and by this reference made a part hereof, states the condition of the Premises on the Effective Date of this Agreement, and the statements contained therein are acknowledged by the Parties.

The Parties acknowledge and agree that Authority shall have the right to construct and analyze groundwater monitoring wells and perform associated tasks on the Premises as may be required during the Term of this Agreement, including any renewal options.

#### 23.05 Off-Site Environmental Impacts

Nothing in this Article will be construed to make Company liable in any way for any environmental impacts or release of Hazardous Substances affecting the Premises that occurs by reason of the migration or flow to the Premises from verifiable or documented off-site environmental impacts that is not attributable to Company's activities at the Premises.

#### 23.06 Petroleum Storage Systems

- A. At Company's expense, Company will at all times comply with all federal, state, and local requirements, including but not limited to, the regulations of the FDEP as stated in Chapters 62-761 and 62-762, FAC, the requirements of the Federal Oil Pollution Prevention regulation found in Title 40 of the Code of Federal Regulations Part 112 (40 CFR part 112), as well as the requirements of the Environmental Protection Commission of Hillsborough County (EPC), as may be amended or replaced, pertaining to petroleum storage tank and piping system construction, operation, inspection, and compliance monitoring programs; release detection methods and procedures; maintenance; and preventative maintenance programs. Company will be responsible for all spillage, overflow, or escape of gases, petroleum or petroleum products, and for all fines and penalties in connection therewith. All petroleum storage systems will be registered by Company, and Company will display the registration placard as required by law.
- B. Company will train its employees and employees of fuel suppliers on proper fuel delivery and dispensing procedures with an emphasis on safety as well as on spill prevention and response. All fuel delivered to or dispensed from fuel farm facilities will be attended by a Company employee. Company will comply with all requirements of 40 CFR part 112, as may be revised or amended. As a result, Company will prepare and implement a Spill Prevention Control and Countermeasure plan as applicable. Notification and response related to the spill or release of petroleum products will be in compliance with FDEP regulations as well as EPC's requirements.
- C. Company will strictly comply with safety and fire prevention ordinances of the City of Tampa and Hillsborough County and all applicable safety regulations at the Premises that may be adopted by Authority. Company will provide adequate fire extinguishers and will establish a fuel dispensing operations manual for its employees and submit a copy to Authority.

- D. Company is responsible for all costs and expenses that may be incurred as a result of compliance with this Section.

23.07 Stormwater

Notwithstanding any other provisions or terms of this Agreement, Company acknowledges that certain properties within the Premises or on Authority-owned land are subject to stormwater rules and regulations. Company agrees to observe and abide by such stormwater rules and regulations as may be applicable to the Premises, and, if applicable, Company hereby expressly covenants, warrants, and represents to Authority, in connection with Company's operations on the Premises, the following:

- A. Company is required to submit a Notice of Intent to use the State of Florida Multi-Sector Generic Permit for Stormwater Discharge Associated with Industrial Activity. Authority and Company both acknowledge that close cooperation is necessary to ensure compliance with any stormwater discharge permit terms and conditions, as well as to ensure safety and to minimize the cost of compliance. Company acknowledges further that it may be necessary to undertake actions to minimize the exposure of stormwater to "significant materials" (as such term may be defined by applicable stormwater rules and regulations) generated, stored, handled, or otherwise used by Company by implementing and maintaining "best management practices" (BMPs) (as such term may be defined in applicable stormwater rules and regulations). Company will establish a BMP plan for the Premises and submit a copy to Authority.
- B. Company will be knowledgeable of any stormwater discharge permit requirements applicable to Company and with which Company will be obligated to comply. The submittal of a Notice of Intent will be made by Company to the FDEP; a copy will be submitted to Authority. Company is required to comply with the following requirements including but not limited to: certification of non-stormwater discharges; collection of stormwater samples; preparation of a Stormwater Pollution Prevention Plan or similar plans; implementation of BMPs; and maintenance and submittal of necessary records. In complying with such requirements, Company will observe applicable deadlines set by the regulatory agency that has jurisdiction over the permit. Company agrees to undertake, as its sole expense, those stormwater permit requirements for which it has received written notice from the regulatory agency and that apply to the Premises, and Company agrees that it will hold harmless and indemnify Authority for any violations or non-compliance with any such permit requirements.

23.08 Environmental Inspection at End of Agreement Term

- A. At least 120 days before the expiration or early termination of the Term, as provided herein, Company will conduct an environmental inspection and examination of the Premises. At its discretion Authority may complete environmental reviews to determine if recognized environmental conditions exist that could warrant soil and groundwater sampling. If warranted by the findings of Company or Authority's inspection or if requested by Authority, a compliance audit or site assessment will be performed within the aforementioned time period by a qualified professional acceptable to Authority and report the findings to Authority. The cost for professional consulting or engineering services required for such audit will be at the expense of Company. If a site assessment is conducted, Company agrees to pay all associated laboratory and testing fees incurred to test and analyze samples collected during the site assessment process. Authority may also choose to conduct the compliance audit or site assessment. If the results of the assessment indicate that the Premises have been impacted by the release of Hazardous Substances or if hazardous waste is detected, Company will immediately take such action as is necessary and will provide a substantial guaranty in a form and content acceptable to Authority that Company will clean up the contamination at its own expense, at no expense to Authority, and in accordance with applicable federal, state, and local laws to the extent that it is obligated to do so by virtue of the foregoing provisions of this Article.
- B. During the period of a cleanup due to the environmental condition of the Premises or Common Areas, Company's obligations, including the payment of Rents, charges, and fees, under the existing terms of the Agreement will continue in full force and effect, in addition to any other damages for which Company may be liable.
- C. The firm conducting cleanup work must be approved by Authority, and the methodology used by such firm must be consistent with engineering practices and methods required by the State of Florida or the United States government and must be reasonably acceptable to Authority.

ARTICLE 24

AMERICANS WITH DISABILITIES ACT

Company 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, guidelines, and regulations and will cooperate with Authority concerning the same subject matter.

ARTICLE 25  
NON-DISCRIMINATION

These provisions apply to all work performed under this Agreement. Failure to comply with the terms of these provisions may be sufficient grounds to:

- A. Terminate this Agreement;
- B. Seek suspension/debarment of Company; or
- C. Take any other action determined to be appropriate by Authority or the FAA.

25.01 Civil Rights – General – 49 USC § 47123

A. Compliance:

Company 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 benefitting from Federal assistance. If Company transfers its obligation to another, the transferee is obligated in the same manner as Company.

B. Duration:

1. This provision obligates Company for the period during which the property is owned, used or possessed by Company 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 Company 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 Company 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.



## 25.02 Civil Rights – Title VI Assurances

### A. Compliance with Non-Discrimination Requirements:

During the performance of this Agreement, Company, for itself, its assignees, successors in interest, subcontractors and consultants agrees as follows:

- (1) **Compliance with Regulations:** Company 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 Agreement.
- (2) **Non-Discrimination:** Company, with regard to the work performed by it during this 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. Company 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 25.02(B) below, including employment practices when this Agreement 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 Company 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 Company of Company's obligations under this Agreement and the Acts and the Regulations relative to non-discrimination on the grounds of race, color, or national origin.
- (4) **Information and Reports:** Company 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 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, Company 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 Company's non-compliance with the non-discrimination provisions of this Agreement, Authority will impose such

Agreement sanctions as it or the FAA may determine to be appropriate, including, but not limited to, cancelling, terminating, or suspending this Agreement, in whole or in part.

- (6) Incorporation of Provisions: Company will include the provisions of paragraphs one through six of this Article in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. Company 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 Company becomes involved in, or is threatened with, litigation by a subcontractor or supplier because of such direction, Company may request Authority to enter into any litigation to protect the interests of Authority. In addition, Company may request the United States to enter into the litigation to protect the interests of the United States.

B. Title VI List of Pertinent Non-Discrimination Authorities:

During the performance of this Agreement, Company, for itself, its assignees, and successors in interest agrees to comply with the following non-discrimination statutes and authorities:

- (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 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);
- (10) 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, Company must take reasonable steps to ensure that LEP persons have meaningful access to Company’s programs (70 Fed. Reg. at 74087 to 74100); and
- (12) Title IX of the Education Amendments of 1972, as amended, which prohibits Company from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

C. Duration:

Company must comply with this Article 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 Company 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.

ARTICLE 26

NON-EXCLUSIVE RIGHTS

Notwithstanding anything herein contained that may be, or appear to be, to the contrary, it is expressly understood and agreed that the rights granted under this Agreement are non-exclusive, and Authority herein reserves the right to grant similar privileges to another lessee or other tenants on other parts of the Airport.

ARTICLE 27

RIGHT TO DEVELOP AIRPORT

It is covenanted and agreed that Authority reserves the right to further develop or improve the Airport and all landing areas and taxiways as it may see fit, regardless of the desires or views of Company or its subcontractors and without interference or hindrance. Notwithstanding the foregoing, Authority will take reasonable measures to advise Company of any proposed improvements that might reasonably affect Company and its use under this Agreement.

ARTICLE 28

RIGHT OF ENTRY

Authority will have the right to enter the Premises for the purpose of periodic inspection of the Premises from the standpoint of safety and health and monitoring of Company's compliance with the terms of this Agreement. Authority may at any time during the Term hereof, upon reasonable notice and at reasonable times, enter upon the Premises and Company's Improvements, and at any time during the last year of the Term or in the event of default, show the Premises and Company's Improvements to prospective tenants, as long as such examination or showing does not unreasonably interfere with Company's operations.

ARTICLE 29  
RIGHT OF FLIGHT

Authority reserves, 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 real property owned by Authority, including the Premises, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in said airspace, and for the use of said airspace for landing on, taking off from or operating on Airport.

Company expressly agrees for itself, its successors and assigns, to restrict the height of structures, objects of natural growth and other obstructions on the Premises to such a height so as to comply with Federal Aviation Regulations, Part 77 and Authority zoning. Company further expressly agrees for itself, its successors and assigns, to prevent any use of the Premises or Common Areas that would interfere with or adversely affect the operation or maintenance of Airport or otherwise constitute an Airport hazard.

In the event Company (or anyone holding through Company) interferes with Authority's right of free passage, Authority reserves the right to enter upon the Premises and to remove the offending structure or object and cut the offending natural growth, all of which shall be at the expense of Company.

ARTICLE 30  
PROPERTY RIGHTS RESERVED

This Agreement will be subject and subordinate to all the terms and conditions of any instruments and documents under which Authority acquired the land or improvements thereon, of which said Premises are a part. Company understands and agrees that this Agreement will be subordinate to the provisions of any existing or future agreement between Authority and the United States of America, or any of its agencies, relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the Airport, and to any terms or conditions imposed upon the Airport by any other governmental entity.

ARTICLE 31  
SIGNS

31.01 Written Approval

Except with the prior written approval of Authority, Company will not erect, maintain, or display any signs or any advertising at or on the Premises, Company's Improvements, and/or Common Areas.

### 31.02 Removal

Upon the expiration or termination of Agreement, Company will remove, obliterate or paint out, as Authority may direct, any and all signs and advertising on the Premises, Company's Improvements, and/or Common Areas and, in connection therewith, will restore the portion of the Premises, Company's Improvements, and Common Areas affected by such signs or advertising to the same conditions as existed at the commencement of the Term. In the event of failure on the part of Company to remove, obliterate, or paint out each and every sign or advertising and restore the Premises, Company's Improvements, and/or Common Areas, Authority may perform the necessary work at the expense of Company.

## ARTICLE 32

### ASSIGNMENT AND SUBLETTING

#### 32.01 Subleases and Assignments

Company will not have the right to sell, assign, sublet, license or otherwise transfer any or all of the Premises or Company's Improvements without the prior written consent of Authority, which will not be unreasonably withheld. Authority will not be deemed to have acted unreasonably in withholding consent to any proposed assignment or sublease to an entity that: (A) has a financial net worth that, in the opinion of Authority, is inconsistent with that of Company; or (B) proposes a use different than those uses authorized in this Agreement. If transfer, sublease, assignment or delegation is approved, Company will be solely responsible for ensuring that its transferee, sublessee, assignee or delegate performs pursuant to and in compliance with the terms of this Agreement.

Any assignment, mortgage, license, delegation, sublease or the like will be subject to all of the terms and conditions contained in this Agreement.

In no event will any approved assignment or sublease diminish Authority's rights to enforce any and all provisions of this Agreement.

#### 32.02 Prior Notice of Transfer, Sublease, Assignment, or Delegation

Any attempted transfer, sublease, assignment or delegation of this Agreement without the prior written approval of Authority shall be void and of no effect, except Company and all purported assignees, delegates, and subleases shall be obligated and liable to Authority with respect to each and every provision of this Agreement as fully as if such attempted transfer, sublease, assignment, or delegation had been valid.

32.03 Subsequent Assignment/Sublease

Any transfer, sublease, assignment or delegation of this Agreement approved by Authority will not be construed to authorize or permit any additional or subsequent transfer, sublease, assignment, or delegation of this Agreement.

32.04 Company's Liability

Unless specifically released by Authority, in the event of an assignment or sublease, Company will remain obligated and liable to Authority for the performance of all covenants, terms, conditions, warranties and other provisions of this Agreement to the same extent that it would have been obligated and liable if no assignment, delegation, sublease, transfer, conveyance, mortgage or pledge had been made.

32.05 Authority: Right to Assign

Authority may, at any time, assign or delegate any or all of its rights hereunder and such assignee shall assume all of the rights, remedies, covenants, and obligations of Authority.

32.06 Right of First Refusal.

If at any time during the Term of this Agreement Company receives a bona fide offer to purchase its rights under this Agreement in and to the Premises and/or Company's Improvements, which Company desires to accept (the "Purchase Offer"), Company will deliver to Authority a copy of the Purchase Offer. Authority will have 30 days from Authority's receipt thereof to elect to purchase such interests on the same terms and conditions as contained in the Purchase Offer by giving written notice to Company of its election. Authority's failure to so notify Company within such 30-day period will constitute Authority's election not to purchase such interests. If Authority elects to purchase such interests, the closing of Company's purchase will take place within 90 days after Company's notice to Authority, at a time and place reasonably selected by Authority. If Authority elects not to purchase such interests, Company will have the right (subject to the provisions of this Agreement) to sell such interests to the purchaser named in the Purchase Offer on the terms and conditions contained therein, provided that prior to the closing of such sale, the purchaser will execute and deliver to Authority the purchaser's written assumption of all Company's obligations under this Agreement. If Company completes the sale of such interests to the purchaser, Authority's rights under this Section will continue to apply to any subsequent proposed sale by the purchaser. If for any reason Company fails to complete the sale of such interests to the purchaser pursuant to the terms and conditions contained in the Purchase Offer, Authority's rights under this section will continue to apply to any change in the Purchase Offer (which will be treated the same as a new offer) and to any subsequent offer to purchase such interests received by Company.

ARTICLE 33  
MORTGAGE RIGHTS OF COMPANY

Company may not mortgage, pledge or hypothecate its leasehold interest herein without the prior written consent of Authority.

33.01 Leasehold Mortgage Requirements

Company will have the right, subject to the written approval of Authority which will not be unreasonably withheld, to make a collateral assignment of all of Company's rights, title and interest, in and to this Agreement by means of a leasehold mortgage and security agreement ("Leasehold Mortgage") executed before or after the Commencement Date of this Agreement in favor of an institutional lender ("Leasehold Mortgagee"). This right is granted provided that the funds obtained are utilized for the purpose of constructing Company's Improvements, making a capital improvement to Company's Improvements on the Premises or financing the completed Company's Improvements. Company will provide Authority with prior written notice of any proposed Leasehold Mortgage. Said notice will include copies of all documents to be recorded by Company and the Leasehold Mortgagee and any other documents pertinent to the Leasehold Mortgage that Authority may specify. The Leasehold Mortgagee will be entitled to be a named insured and a mortgagee of the leasehold interest under the policies of insurance to be maintained by Company under this Agreement, provided that any insurance proceeds received will be held and disbursed in accordance with the provisions of this Agreement.

33.02 Limitation of Judgment

Notwithstanding the principal amount of the Leasehold Mortgage, in the event of a future default by Company under the Leasehold Mortgage, at no time will the Leasehold Mortgagee be permitted to obtain a judgment against this Agreement that is greater than eighty percent (80%) of the then appraised value of the leasehold interest from an appraisal conducted by a reputable appraiser, who will be acceptable to both Authority and the Leasehold Mortgagee. The appraisal will be conducted no more than sixty (60) days prior to the entry of any final judgment against the Leasehold Mortgage.

33.03 Subordination

Any Leasehold Mortgage will be specifically subject and subordinate to Authority's rights under this Agreement and Authority's fee simple interest in the Premises. Despite any provision that is or may appear to be to the contrary in this Agreement, under no circumstances whatsoever will the fee simple title interest of Authority in the Premises, or any portion of the Premises, be subordinated to the Leasehold Mortgage or encumbered by the Leasehold Mortgage.



#### 33.04 Leasehold Mortgagee Assignment

Leasehold Mortgagee may assign the Leasehold Mortgage upon receiving the prior written approval of Authority, which will not be unreasonably withheld. Leasehold Mortgagee will send Authority advance written notice of its intent to assign the Leasehold Mortgage, which notice will include the name and address of assignee.

#### 33.05 Production of Documents

Company will provide Authority with copies of any and all recorded and non-recorded Leasehold Mortgage documents relating to the execution, amendment or supplement of any Leasehold Mortgage executed or assigned for the Premises. All documents will be accompanied by a certification of the document's authenticity issued by the custodian of the recording office, if recorded, or by an officer of Company, if non-recorded, and will state that the document is a true, correct copy of the original. Company will, upon Authority's request, produce any documents described herein for Authority's review and will notify Authority of the date and location of any original documents and any pertinent recording data.

#### 33.06 Mortgage Not An Assignment

For the purpose of this Section, the making of a Leasehold Mortgage will not be deemed to constitute an assignment or transfer of this Agreement or of the leasehold estate hereby created, nor will any Leasehold Mortgagee be deemed an assignee of this Agreement or of the leasehold estate so as to require such Leasehold Mortgagee to assume the performance of any of the terms, covenants or conditions on the part of Company to be performed hereunder, including without limitation, the insurance requirements. The purchaser, however, at any sale of the leasehold estate hereby created in any proceedings for the foreclosure of any Leasehold Mortgage, or the assignee of this Agreement and of the leasehold estate under any instrument of assignment in lieu of the foreclosure of any Leasehold Mortgage, will be subject to the provisions of this Agreement with the additional caveat that any consents required from Authority thereunder, will not be unreasonably withheld.

#### 33.07 Cure Rights of Leasehold Mortgagee

Upon Authority providing to Company any notice of default, termination, or notice of a matter on which Authority may predicate or claim a default, Company will provide every Leasehold Mortgagee with a copy of every such notice upon receipt from Authority. Any notice to be given by Company to a Leasehold Mortgagee pursuant to this Section will be deemed properly addressed if sent by certified mail, return receipt requested, to the Leasehold Mortgagee. Authority will accept such

performance by or at the instigation of such Leasehold Mortgagee as if Company had done the same.

33.08 Notice of Termination and Cure Periods

Upon the occurrence of an event of default that entitles Authority to terminate this Agreement, and notwithstanding any provision to the contrary, Authority may terminate this Agreement only if Authority notifies every known Leasehold Mortgagee that Authority intends to terminate this Agreement as a result of an event of default, such notice to be not less than thirty (30) days prior to the proposed effective date of such termination. The Leasehold Mortgagee may perform the obligations of Company as described in Section.09 below if, during such thirty (30) day termination notice period, the Leasehold Mortgagee will:

- A. Notify Authority of such Leasehold Mortgagee's desire to cure such event of default; and
- B. Pay or cause to be paid all Rents, fees and other charges then due and in arrears as specified in the termination notice and those Rents, fees and other charges that may become due; and
- C. Comply or, in good faith with reasonable diligence and continuity, commence to comply with all non-monetary requirements of this Agreement.

Authority will accept such performance by or at the instigation of such Leasehold Mortgagee as if Company had done the same.

33.09 Performance of Company Obligations by Leasehold Mortgagee

A. Subject to the provisions of Section 33.08 of this Article, if Authority elects to terminate this Agreement by reason of any event of default of Company, and if a Leasehold Mortgagee will have proceeded in the manner provided for in this Section, the specified date for the termination of this Agreement as fixed by Authority in its termination notice will be extended for a period of three (3) months, provided that such Leasehold Mortgagee will, during such three (3) month period:

- (1) Pay or cause to be paid the Rents, fees and other charges of Company under this Agreement, as the same become due, and continue its good faith efforts, as determined solely by Authority, to perform all of Company's other obligations under this Agreement; and

- (2) If not enjoined or stayed, take steps to acquire or sell Company's interest in this Agreement by foreclosure of the Leasehold Mortgage or other appropriate means and procedures, which will be completed with due diligence; and
- (3) Cure all events of monetary default and comply or, in good faith with reasonable diligence and continuity, commence to comply with all non-monetary requirements of this Agreement.

If at the end of such three (3) month period Leasehold Mortgagee is in compliance with this Section, this Agreement will not terminate and the time for completion by Leasehold Mortgagee of its foreclosure or other proceedings will continue for so long as Leasehold Mortgagee is not enjoined or stayed from doing so and, thereafter, for so long as Leasehold Mortgagee proceeds to diligently and continuously pursue the acquisition or sale of Company's interest in this Agreement by foreclosure of the Leasehold Mortgage or by other appropriate means and provided that the Leasehold Mortgagee continues to comply with this Section. Nothing in this Section will be construed to extend this Agreement beyond its term or to require Leasehold Mortgagee to continue such foreclosure proceedings after any event of default has been cured. If the event of default is cured and the Leasehold Mortgagee discontinues such foreclosure proceedings, this Agreement will continue in full force and effect as if Company had not defaulted under this Agreement.

- B. If a Leasehold Mortgagee is complying with this Section, upon the acquisition of Company's estate herein by such Leasehold Mortgagee or its designee or any other purchaser at a foreclosure sale or otherwise, this Agreement will continue in full force and effect as if an event of default had not occurred under this Agreement.
- C. Notwithstanding any other provisions of this Agreement, but subject to the limitations in this Section, any sale of this Agreement and of the leasehold estate hereby created in any proceedings for the foreclosure of any Leasehold Mortgage, or the assignment or transfer of this Agreement and of the leasehold estate hereby created in lieu of the foreclosure of any Leasehold Mortgage, will be deemed to be a permitted sale, transfer, or assignment of this Agreement and of the leasehold estate hereby created, subject to the approval of Authority, which will not be unreasonably withheld.
- D. Notwithstanding any other language in this Section, the consents and agreements of Authority are granted on the condition that the Leasehold Mortgage is and will be subordinate and subject to this Agreement.

ARTICLE 34  
COMPANY TENANCY

The undersigned representative of Company hereby warrants and certifies to Authority that Company is an organization in good standing in its State of registration, that it is authorized to do business in the State of Florida, and that the undersigned officer is authorized and empowered to bind the organization to the terms of this Agreement by his or her signature thereto.

ARTICLE 35  
CONDEMNATION

If the whole or any material portion of the Premises is acquired by a condemning authority, either by sale in lieu of condemnation or by the exercise of the power of eminent domain rendering use of the remaining Premises commercially infeasible, then in and as a direct result of that event, this Agreement will terminate from the date of sale or title vesting, and Company will have no claim whatsoever, including claims of apportionment, against Authority either for the value of any unexpired term of this Agreement or for the value of leasehold improvements. However, nothing in this provision will limit or destroy any right of Company to separately claim moving costs or business loss solely against the condemning authority where statutes or other applicable law apply.

If a portion of the Premises is acquired by a condemning authority, either by sale in lieu of condemnation or by the exercise of the power of eminent domain rendering use of the remaining Premises commercially feasible, then in and as a direct result of that event, this Agreement will terminate from the date of sale or title vesting as to the portion so condemned only, with the Rents reduced by the proportionate reduction in square footage, and Company will have no claim whatsoever, including claims of apportionment, against Authority either for the value of any unexpired term of this Agreement or for the value of leasehold improvements taken. However, nothing in this provision will limit or destroy any right of Company to separately claim moving costs or business loss solely against the condemning authority where statutes or other applicable law apply.

ARTICLE 36  
BROKERAGE COMMISSION

Company represents and warrants to Authority that it has not dealt with any broker, realtor, or other person who may claim a commission or fee in connection with this Agreement, and Company will indemnify

Authority, against any claim for commission or fee made by any person based on dealings with the Company.

ARTICLE 37  
PERSONAL PROPERTY

Any personal property of Company or others placed on the Premises will be at the sole risk of Company, and Authority will not be liable for any loss or damage thereto, irrespective of the cause of such loss or damage, and Company hereby waives all rights of subrogation against or recovery from Authority for such loss or damage unless such damage or loss is the result of negligence or activity on the Premises by Authority.

ARTICLE 38  
SURRENDER OF PREMISES

Subject to the Title to Improvements Article, Company will surrender up and deliver the Premises to Authority upon the conclusion of the Term in the same condition as existed at the Commencement Date, ordinary wear and tear excepted. Provided Company is not in default of this Agreement, Company will immediately remove all of its personal property from the Premises and Common Areas at the conclusion of the Term. Failure on the part of Company to remove its personal property within 10 days after the date of termination will constitute a gratuitous transfer of title thereof to Authority for whatever disposition is deemed to be in the best interest of Authority. Any costs incurred by Authority in the disposition of such personal property will be borne by Company. If Company is in default of any Rents due under this Agreement, Authority will have a lien for such Rents upon any property found upon the Premises or Common Areas in accordance with Florida Statutes and, in such event, Company will not remove any property from the Premises or Common Areas without the written approval of Authority.

ARTICLE 39  
NO ACCEPTANCE OF SURRENDER

No act by Authority or Authority's agents or employees during the term will be deemed an acceptance of the surrender of this Agreement, and no acceptance of a surrender will be valid unless in writing.

ARTICLE 40  
WAIVER OF CLAIMS

Company hereby waives any claim against Authority, and its officers, Board members, agents, or employees for loss of anticipated profits caused by any suit or proceedings directly or indirectly attacking the validity of this Agreement or any part hereof, or by any judgment or award in any suit or proceeding

declaring this Agreement null, void, or voidable, or delaying the same, or any part hereof, from being carried out.

ARTICLE 41

PERSONAL LIABILITY

No elected official, appointed official, director, officer, agent or employee of the Authority shall be charged personally or held contractually liable by or to Company under any term or provision of this Agreement, or because of any breach hereof, or because of its or their execution, approval, or attempted execution of this Agreement.

ARTICLE 42

FORCE MAJEURE

Neither Party will be liable to the other for any failure, delay or interruption in performance caused by Force Majeure events or circumstances affecting the Parties, their contractors or subcontractors for the duration of the Force Majeure event or circumstance. Nothing in this Article abates, postpones or diminishes Company's obligation to make payments due Authority hereunder.

ARTICLE 43

APPLICABLE LAW AND VENUE

This Agreement will be construed in accordance with the laws of the State of Florida. Venue for any action brought pursuant to this Agreement will be in Hillsborough County, Florida, or in the Tampa Division of the U.S. District Court for the Middle District of Florida.

ARTICLE 44

AUTHORITY APPROVALS

Except as otherwise indicated elsewhere in this Agreement, wherever in this Agreement approvals are required to be given or received by Authority, it is understood that the Chief Executive Officer is hereby empowered to act on behalf of Authority.

ARTICLE 45

INVALIDITY OF CLAUSES

The invalidity of any part, portion, article, paragraph, provision, or clause of this Agreement will not have the effect of invalidating any other part, portion, article, paragraph, provision, or clause thereof, and the remainder of this Agreement will be valid and enforced to the fullest extent permitted by law.

ARTICLE 46

HEADINGS

The headings contained herein, including the Table of Contents, are for convenience in reference and are not intended to define or limit the scope of any provisions of this Agreement. If for any reason there is a conflict between content and headings, the content will control.

ARTICLE 47

NOTICES AND COMMUNICATIONS

All notices or communications whether to Authority or to Company 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  
Attn: Chief Executive Officer

TO Company:  
(MAIL DELIVERY)  
Worldwide Aircraft Services Inc.  
1500 N. West Shore, Suite 650  
Tampa, FL 33607  
Attn: President

OR

OR

(HAND DELIVERY)  
Hillsborough County Aviation Authority  
Tampa International Airport  
4160 George J. Bean Parkway, Suite 2400  
Administration Building  
Tampa, Florida 33607  
Attn: Chief Executive Officer

(HAND DELIVERY)

Same as above

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 Article.

If the notice is sent through a mail system, a verifiable tracking documentation, such as a certified return receipt or overnight mail tracking receipt, is encouraged.

Company will notify Authority in writing within 10 days following any change in Company's Representative, Company's name, or Company's address indicated above.

ARTICLE 48  
SUBORDINATION TO TRUST AGREEMENT

This Agreement and all rights of Company hereunder are expressly subordinated and subject to the lien and provisions of any pledge, transfer, hypothecation, or assignment made (at any time) by Authority to secure financing. This Agreement is subject and subordinate to the terms, covenants, and conditions of the Trust Agreements made by Authority authorizing the issuance of bonds by Authority. Conflicts between this Agreement and the documents mentioned above will be resolved in favor of such documents.

ARTICLE 49  
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, Company's obligation to pay Rents will cease, however, 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.

ARTICLE 50  
FAA APPROVAL

This Agreement may be subject to approval of the FAA. If the FAA disapproves this Agreement, it will become null and void, and both Parties will bear their own expenses relative to this Agreement, up to the date of disapproval.

ARTICLE 51  
RADON GAS NOTIFICATION

In accordance with requirements of the State, the following notification statement will be included in all agreements relating to rental of real property. This is provided for information purposes only.

RADON GAS: Radon is naturally occurring radio-active gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and State guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.



ARTICLE 52  
AGENT FOR SERVICE OF PROCESS

It is expressly agreed and understood that if Company is not a resident of the State, or is an association or partnership without a member or partner resident of the State, or is a foreign corporation, then in any such event Company does designate the Secretary of State, State of Florida, its agent for the purpose of service of process in any court action between it and Authority arising out of or based upon this Agreement and the service will be made as provided by the laws of the State of Florida, for service upon a non-resident. It is further expressly agreed, covenanted, and stipulated that if for any reason service of such process is not possible, and Company does not have a duly noted resident agent for service of process, as an alternative method of service of process, Company may be personally served with such process out of this State, by the registered mailing of such complaint and process to Company at the address set out in this Agreement and that such service will constitute valid service upon Company as of the date of mailing and Company will have 30 days from date of mailing to respond thereto. It is further expressly understood that Company hereby agrees to the process so served, submits to the jurisdiction and waives any and all obligation and protest thereto, any laws to the contrary notwithstanding.

ARTICLE 53  
RELATIONSHIP OF THE PARTIES

Company is and will be deemed to be an independent contractor and operator responsible to all Parties for its respective acts or omissions, and Authority will in no way be responsible therefor.

ARTICLE 54  
MISCELLANEOUS

Wherever used, the singular will include the plural, the plural the singular, and the use of any gender will include all genders.

ARTICLE 55  
TIME IS OF THE ESSENCE

Time is of the essence of this Agreement.

ARTICLE 56  
COMPLETE AGREEMENT

This Agreement represents the complete understanding between the Parties, and any prior agreements, or representations, whether written or verbal, are hereby superseded. This Agreement may subsequently be amended only by written instrument signed by the Parties hereto.

IN WITNESS WHEREOF, the Parties hereto have set their hands and corporate seals on this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

ATTEST:

HILLSBOROUGH COUNTY AVIATION AUTHORITY

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

By: \_\_\_\_\_  
Gary W. Harrod, 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 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)

WORLDWIDE AIRCRAFT SERVICES, INC. d/b/a JET ICU

Signed in the presence of:

*Krystal Morgan*  
Witness Signature

Krystal Morgan  
Print Name

*Chrissy Valdez*  
Witness Signature

Chrissy Valdez  
Print Name

By: *Michael Honeycutt*

Title: President/CEO

Michael Honeycutt  
Print Name

1511 North Westshore Blvd.  
Print Address

Suite 650

Tampa, FL 33607

WORLDWIDE AIRCRAFT SERVICES, INC. d/b/a JET ICU

STATE OF Florida

COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 12th day of February, 2021, by Michael Honeycutt as President/CEO for Worldwide Aircraft Services, Inc. d/b/a/ JET ICU.  
(name of person)  
(type of authority) (name of party on behalf of whom instrument was executed)

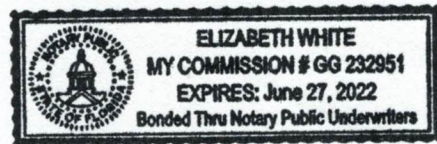
*Elizabeth White*  
(Signature of Notary Public – State of Florida)

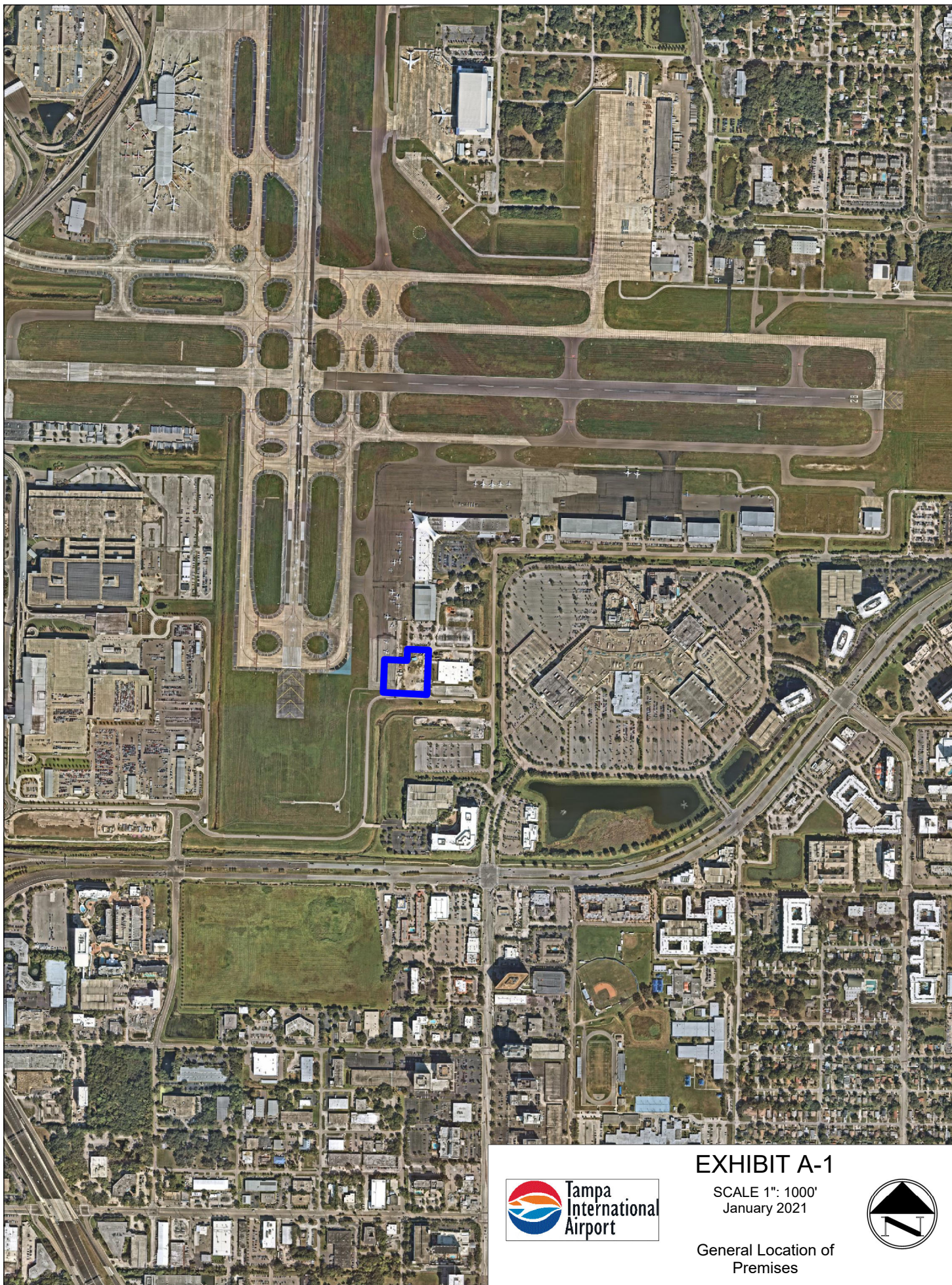
Elizabeth White

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

Personally known to me OR Produced Identification

Type of Identification Produced



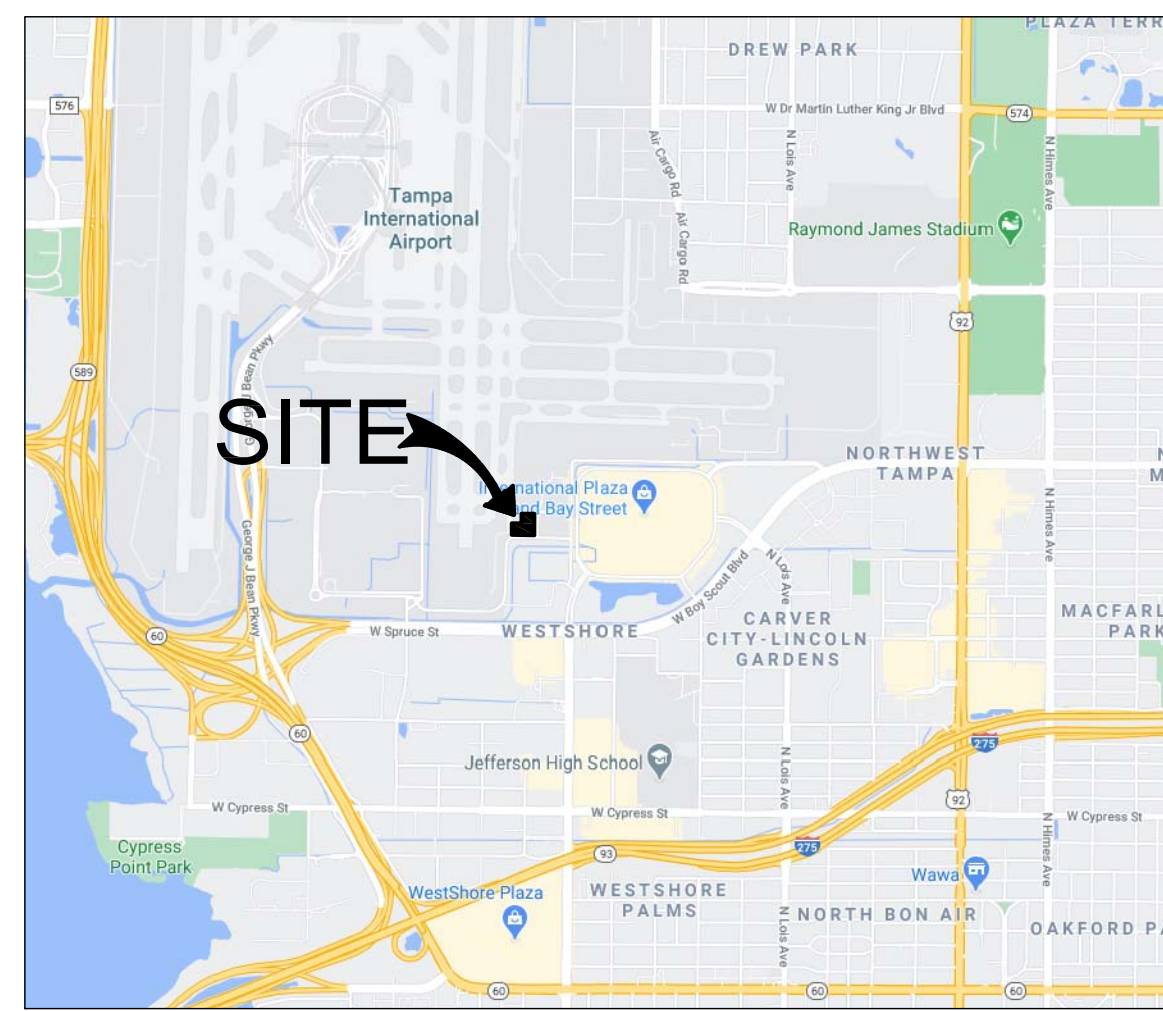


**EXHIBIT A-1**

SCALE 1" = 1000'  
January 2021



General Location of  
Premises



**VICINITY MAP**

NO SCALE

SURVEYORS REPORT AND LEGAL DESCRIPTION

LEGAL DESCRIPTION OF THE TWO PARCELS OF LAND:

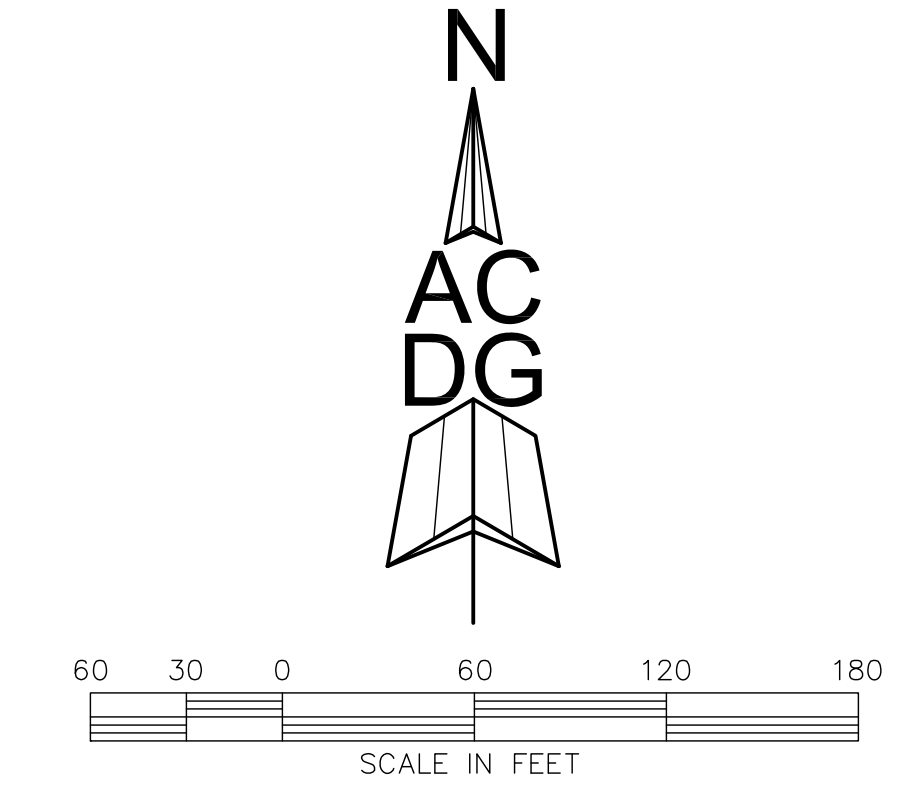
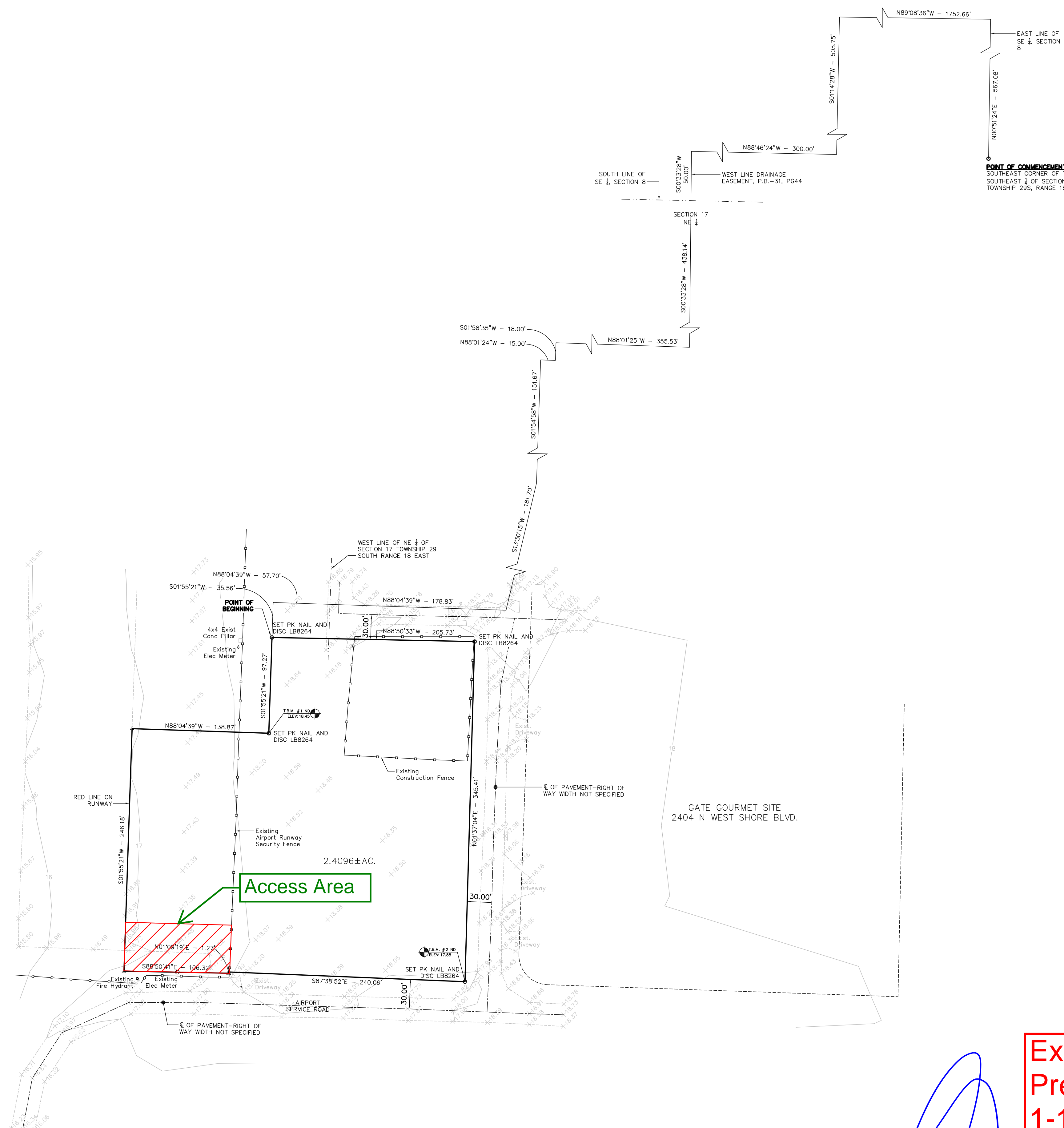
A PARCEL OR TRACT OF LAND LYING IN SECTION 17, TOWNSHIP 29 SOUTH, RANGE 18 EAST, HILLSBOROUGH COUNTY, FLORIDA AND BEING MORE PARTICULARLY

DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE SOUTHEAST ONE-QUARTER OF SECTION 8, TOWNSHIP 29 SOUTH, RANGE 18 EAST, THENCE NORTH 00 DEGREES 51 MINUTES 24 SECONDS EAST ALONG THE EAST LINE OF SAID SOUTHEAST ONE-QUARTER A DISTANCE OF 567.08 FEET; THENCE NORTH 89 DEGREES 08 MINUTES 36 SECONDS WEST A DISTANCE OF 1752.66 FEET; THENCE SOUTH 01 DEGREES 14 MINUTES 28 SECONDS WEST A DISTANCE OF 505.75 FEET; THENCE NORTH 88 DEGREES 46 MINUTES 24 SECONDS WEST A DISTANCE OF 300.00 FEET TO THE WEST LINE OF A 40 FEET DRAINAGE EASEMENT PER THE PLAT OF WEST SHORE ESTATES REPLAT AS RECORDED IN PLAT BOOK 31, PAGE 44, OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA; THENCE SOUTH 00 DEGREES 33 MINUTES 28 SECONDS WEST ALONG SAID WEST LINE A DISTANCE OF 50.00 FEET TO THE SOUTH LINE OF AFORESAID SOUTHEAST ONE QUARTER; THENCE CONTINUING ALONG SAID WEST LINE SOUTH 00 DEGREES 33 MINUTES 28 SECONDS WEST A DISTANCE OF 438.14 FEET; THENCE LEAVING SAID WEST LINE THENCE NORTH 88 DEGREES 01 MINUTES 25 SECONDS WEST A DISTANCE OF 355.53 FEET; THENCE SOUTH 01 DEGREES 58 MINUTES 35 SECONDS WEST A DISTANCE OF 18.00 FEET; THENCE NORTH 88 DEGREES 01 MINUTES 24 SECONDS WEST A DISTANCE OF 15.00 FEET; THENCE SOUTH 01 DEGREES 54 MINUTES 58 SECONDS WEST A DISTANCE OF 151.67 FEET; THENCE SOUTH 13 DEGREES 30 MINUTES 15 SECONDS WEST A DISTANCE OF 181.70 FEET; THENCE NORTH 88 DEGREES 04 MINUTES 39 SECONDS WEST A DISTANCE OF 178.83 FEET TO THE WEST LINE OF THE NORTHEAST ONE-QUARTER OF SECTION 17, TOWNSHIP 29 SOUTH, RANGE 18 EAST; THENCE NORTH 88 DEGREES 04 MINUTES 39 SECONDS WEST A DISTANCE OF 57.70 FEET; THENCE SOUTH 01 DEGREES 55 MINUTES 21 SECONDS WEST A DISTANCE OF 35.56 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 01 DEGREES 55 MINUTES 21 SECONDS WEST A DISTANCE OF 97.27 FEET; NORTH 88 DEGREES 04 MINUTES 39 SECONDS WEST A DISTANCE OF 138.87 FEET; THENCE SOUTH 01 DEGREES 55 MINUTES 21 SECONDS WEST A DISTANCE OF 246.18 FEET; THENCE SOUTH 88 DEGREES 50 MINUTES 41 SECONDS EAST A DISTANCE OF 106.32 FEET; THENCE NORTH 01 DEGREES 09 MINUTES 19 SECONDS EAST A DISTANCE OF 1.27 FEET; THENCE SOUTH 87 DEGREES 38 MINUTES 52 SECONDS EAST A DISTANCE OF 240.06 FEET; THENCE NORTH 01 DEGREES 37 MINUTES 04 SECONDS EAST A DISTANCE OF 345.41 FEET; THENCE NORTH 88 DEGREES 50 MINUTES 33 SECONDS WEST A DISTANCE OF 205.73 FEET TO THE POINT OF BEGINNING.  
CONTAINING THEREIN 2.4096 ACRES MORE OR LESS

SURVEY NOTES

- 1) BEARINGS AND ELEVATIONS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, WEST ZONE TRANSVERSE MERCATOR STATE PLANE COORDINATE SYSTEM NAD83 (1990 ADJUSTMENT) AND ARE BASED ON THE EAST LINE OF THE SOUTHEAST 1/4 OF SECTION 8, TOWNSHIP 29 SOUTH, RANGE 18 EAST, HAVING A BEARING OF NORTH 00 DEGREES 51 MINUTES 24 SECONDS EAST TO WHICH MATCHES PRIOR TIA PROVIDED UNDERLYING SURVEY.
- 2) ACCORDING TO FEDERAL EMERGENCY MANAGEMENT ADMINISTRATION FLOOD MAP PANEL NUMBER 12057 C0331 H DATED AUGUST 28, 2008, THIS SITE IS SITUATED IN ZONE X-AREA OF MINIMAL FLOOD HAZARD.
- 3) THIS SURVEYOR WAS NOT PROVIDED WITH AN UPDATED TITLE COMMITMENT. THERE MAY BE ADDITIONAL EASEMENTS OR OTHER MATTERS OF RECORD AFFECTING THIS SITE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.
- 4) LAST DATE OF FIELD SURVEY IS JANUARY 4, 2021.
- 5) THIS SURVEY IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND RAISED SEAL OF THE UNDERSIGNED PROFESSIONAL SURVEYOR AND MAPPER LICENSED IN THE STATE OF FLORIDA. ADDITIONS TO OR DELETIONS FROM THIS DRAWING ARE NOT VALID WITHOUT THE EXPRESSED WRITTEN CONSENT OF THE UNDERSIGNED PROFESSIONAL SURVEYOR AND MAPPER.
- 6) THIS BOUNDARY AND TOPOGRAPHY SURVEY WAS PERFORMED FOR THE BENEFIT OF WORLDWIDE AIRCRAFT.
- 7) THIS IS TO CERTIFY THAT A SURVEY OF THE PROPERTY DESCRIBED HEREON WAS MADE UNDER MY SUPERVISION IN ACCORDANCE WITH THE STANDARDS OF PRACTICE SET FORTH BY THE BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17 PURSUANT TO FLORIDA STATUTE 472.027 AND THIS MAP IS AN ACCURATE REPRESENTATION THEREOF TO THE BEST OF MY KNOWLEDGE AND BELIEF SUBJECT TO THE NOTES SHOWN HEREON.



ABBREVIATIONS LEGEND	
IR	IRON ROD
LB	LAND SURVEYING BUSINESS
M	MEASURED
P	PLAT
PB	PLAT BOOK
PG	PAGE
TBM	TEMPORARY BENCHMARK

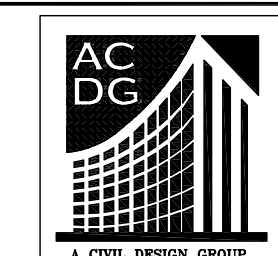
  

SYMBOLS	
$\text{C}$	= Centerline
°	= Degrees
'	= Minutes
"	= Seconds
○	= Iron Rod
△	= Not set access denied to area

**BOUNDARY & TOPOGRAPHY SURVEY**  
FOR  
**WORLDWIDE AVIATION FBO (JET ICU)**  
IN SEC. 17 TWP. 29S. RNG. 18E.  
HILLSBOROUGH COUNTY, FLORIDA

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**A CIVIL DESIGN GROUP, L.L.C.**  
SURVEYING & MAPPING, DEPT.  
12529 Spring Hill Drive  
Spring Hill, Florida 34609



PHONE (352)683-9566 FAX (352)683-9567  
Party Chief: D. CHESTNUT W.O. 200015  
Drawn By: ACDG DATE: 10/21/2020  
Checked By: D. HOLT F.B. 00 PG. 00

SURVEY MAP AND REPORT OR COPIES THEREOF NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

CERTIFIED TO:	WORLDWIDE AVIATION FBO (JET ICU)	REVISIONS:	DATE:	ELEVATIONS SHOWN REFER:
DESCRIPTION:	BOUNDARY & TOPOGRAPHY SURVEY OF A PORTION OF TAMPA INTERNATIONAL AIRPORT			TO MEAN SEA LEVEL <input type="checkbox"/>
SECTION: 17	TOWNSHIP: 29S	RANGE: 18E	DATE OF LAST FIELD WORK:	TO ASSUMED DATUM <input checked="" type="checkbox"/>
FLOOD HAZARD ZONE: X		COMMUNITY PANEL #: 12057C0334H		DATE REVISED: 08/28/2008
BASE FLOOD ELEV: NA		NOTE: SUBJECT TO SETBACKS, EASEMENTS AND OTHER RESTRICTIONS OF RECORD		

**Exhibit A-2**  
**Premises Detail**  
**1-14-2021**

SHEET 1 OF 1

EXHIBIT A-3  
Legal Description and Sketch  
To be provided

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<p>Subject: CONTRACTUAL INSURANCE TERMS AND CONDITIONS</p>	

**PURPOSE:** To establish the insurance terms and conditions associated with contractual insurance requirements. This Standard Procedure is applicable to all companies with Authority contracts, and to the extent required by Florida Department of Transportation Public Transportation Grant Agreement, every contractor, subcontractor, consultant, and sub-consultant at each tier. Unless otherwise provided herein, any exceptions to the following conditions or changes to required coverages or coverage limits must have prior written approval from the General Counsel and Executive Vice President of Legal Affairs or designee.

**INSURANCE COVERAGE:**

A. Procurement of Coverage:

With respect to each of the required coverages, the company will, at the company's expense, procure, maintain and keep in force the types and amounts of insurance conforming to the minimum requirements set forth in the applicable contract. To the extent required by Florida Department of Transportation Public Transportation Grant Agreement, company shall further require that all contractors, subcontractors, consultants, and sub-consultants at each tier satisfy and meet all the requirements of the applicable contract, including the terms and conditions of this Standard Procedure. Coverage will be provided by insurance companies eligible to do business in the State of Florida and having an AM Best rating of A- or better and a financial size category of VII or better. Utilization of non-rated companies, companies with AM Best ratings lower than A-, or companies with a financial size category lower than VII must be submitted by the company to the Authority Director of Risk and Insurance or designee for approval prior to use. The Authority retains the right to approve or disapprove the use of any insurer, policy, risk pooling or self-insurance program.

B. Term of Coverage:

Except as otherwise specified in the contract, the insurance will commence on or prior to the effective date of the contract and will be maintained in force throughout the duration of the contract and for any period of extended coverage required in the contract. If a policy is written on a claims-made form, the retroactive date must be shown and this date must be

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before the earlier of the date of the execution of the contract or the beginning of contract work, and the coverage must respond to all claims reported within three years following the period for which coverage is required unless a longer period of time is otherwise stated in the contract.

C. Reduction of Aggregate Limits:

If the general or aggregate limit for any policy is exhausted, the company, and to the extent required by Florida Department of Transportation Public Transportation Grant Agreement, all of the company's contractors, subcontractors, consultants, and sub-consultants at each tier, will immediately take all possible steps to have it reinstated. The commercial general liability policies and any excess or umbrella policies used to provide the required amount of insurance shall include a per project designated aggregate limit endorsement providing that the limits of such insurance specified in the contract shall apply solely to the work under the contract without erosion of such limits by other claims or occurrences.

1. Cancellation Notice

Each insurance policy will be specifically endorsed to require the insurer to provide written notice to the Authority at least 30 days (or 10 days prior notice for non-payment of premium) prior to any cancellation, non-renewal or adverse change, initiated by the insurer, and applicable to any policy or coverage described in the contract or in this Standard Procedure. The endorsement will specify that such notice will be sent to:

Hillsborough County Aviation Authority  
Attn.: Chief Executive Officer  
Tampa International Airport  
Post Office Box 22287  
Tampa, Florida 33622

Additionally, to the extent required by Florida Department of Transportation Public Transportation Grant Agreement, the workers' compensation, commercial general



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liability and railroad protective insurance (if required) of every contractor, subcontractor, consultant, and sub-consultant at each tier shall be specifically endorsed to require the insurer to provide the Florida Department of Transportation notice within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described in the contract or this Standard Procedure.

D. No waiver by approval/disapproval:

The Authority accepts no responsibility for determining whether the company or any contractor, subcontractor, consultant, or sub-consultant at each tier is in full compliance with the insurance coverage required by the contract. The Authority's approval or failure to disapprove any policy, coverage, or Certificate of Insurance does not relieve or excuse the company of any obligation to procure and maintain the insurance required in the contract or in this Standard Procedure, nor does it serve as a waiver of any rights or defenses the Authority may have.

E. Future Modifications – Changes in Circumstances:

1. Changes in Coverages and Required Limits of Insurance

The coverages and minimum limits of insurance required by the contract are based on circumstances in effect at the inception of the contract. If, in the opinion of the Authority, circumstances merit a change in such coverage or minimum limits of insurance required by the contract, the Authority may change the coverage and the minimum limits of insurance required, and the company will, within 60 days of receipt of written notice of a change in the coverage and/or the minimum limits required, comply with such change and provide evidence of such compliance in the manner required by the contract. Provided, however, that no change in the coverages or minimum limits of insurance required will be made by the Authority until at least two years after inception of the contract or two years after any change by the Authority in the coverages or minimum limits of insurance required in the contract unless extreme conditions warrant such change and are agreeable to both

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parties. To the extent required by Florida Department of Transportation Public Transportation Grant Agreement, any such change or modification in coverage or limits shall also apply to the contractors, subcontractors, consultants, and sub-consultants at each tier.

If, in the opinion of the Authority, compliance with the insurance requirements is not commercially practicable for the company, its contractors, subcontractors, suppliers, consultants, or subconsultants at each tier, at the written request of the company, the Authority may, at its sole discretion and subject to any conditions it deems appropriate, relax or temporarily suspend, in whole or in part, the insurance requirements which would otherwise apply to the company. Any such modification will be subject to the prior written approval of the Authority's General Counsel and Executive Vice President of Legal Affairs or designee, and subject to the conditions of such approval.

F. Proof of Insurance – Insurance Certificate:

1. Prior to Work, Use or Occupancy of Authority Premises

The company and, to the extent required by Florida Department of Transportation Public Transportation Grant Agreement, the company's contractors, subcontractors, consultants, and sub-consultants at each tier, will not commence work, or use or occupy Authority's premises in connection with the contract, until the required insurance is in force, preliminary evidence of insurance acceptable to the Authority has been provided to the Authority, and the Authority has granted permission to the company to commence work or use or occupy the premises in connection with the contract.

2. Proof of Insurance Coverage

As preliminary evidence of compliance with the insurance required by the contract, the company will furnish the Authority with an ACORD Certificate of Liability

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Insurance (Certificate) reflecting the required coverage described in the contract and this Standard Procedure.

The Certificate must:

- a. Be signed by an authorized representative of the insurer. Upon request of the Authority, company will furnish the Authority with any specific endorsements effecting coverage required by the contract. The endorsements are to be signed by a person authorized by insurer to bind the coverage on the insurer’s behalf;
- b. State that: “Hillsborough County Aviation Authority, members of the Authority’s governing body and the Authority’s officers, volunteers, and its employees are additional insureds for all policies described above other than workers’ compensation and professional liability (if required by contract)”;
- c. To the extent required by Florida Department of Transportation Public Transportation Grant Agreement, state that the Florida Department of Transportation is an additional insured for commercial general liability;
- d. Indicate that the insurers for all required policies shown on the Certificate have waived their subrogation rights against the Authority, members of the Authority’s governing body, and the Authority’s officers, volunteers, agents, and employees;
- e. Indicate that the Certificate has been issued in connection with the contract;
- f. Indicate the amount of any deductible or self-insured retention applicable to all coverages; and
- g. Identify the name and address of the Certificate holder as:

Hillsborough County Aviation Authority

Exhibit B

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Attn.: Chief Executive Officer  
Tampa International Airport  
Post Office Box 22287  
Tampa, Florida 33622;

If requested by the Authority, the company will, within 15 days after receipt of written request from the Authority, provide the Authority, or make available for review, a certified complete copy of the policies of insurance. The company may redact those portions of the insurance policies that are not relevant to the coverage required by the contract. The company will provide the Authority with renewal or replacement evidence of insurance, acceptable to the Authority, prior to expiration or termination of such insurance.

G. Deductibles, Self-Insurance, Alternative Risk or Insurance Programs:

1. All deductibles, as well as all self-insured retentions and any alternative risk or insurance programs (including, but not limited to, the use of captives, trusts, pooled programs, risk retention groups, or investment-linked insurance products), must be approved by the General Counsel and Executive Vice President of Legal Affairs or designee. The company agrees to provide all documentation necessary for the Authority to review the deductible, self-insurance or alternative risk or insurance program.
2. The company will pay on behalf of the Authority, any member of the Authority's governing body, and/or any officer, volunteer, agent, or employee of the Authority, any deductible, self-insured retention (SIR), or difference from a fully insured program which, with respect to the required insurance, is applicable to any claim by or against the Authority, or any member of the Authority's governing body, or any officer, volunteer, agent, or employee of the Authority.
3. The agreement by the Authority to allow the use of a deductible, self-insurance or alternative risk or insurance program will be subject to periodic review by the Director of Risk and Insurance or designee. If, at any time, the Authority deems that the continued use of a deductible, self-insurance, or alternative risk or

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insurance program by the company should not be permitted, the Authority may, upon 60 days' written notice to the company, require the company to replace or modify the deductible, self-insurance, or alternative risk or insurance program in a manner satisfactory to the Authority.

4. Any deductible amount, self-insurance, or alternative risk or insurance program's retention will be included and clearly described on the Certificate prior to any approval by the Authority. This is to include fully insured programs as to a zero deductible per the policy. Authority reserves the right to deny any Certificate not in compliance with this requirement.
5. To the extent required by Florida Department of Transportation Public Transportation Grant Agreement, the commercial general liability may not be subject to a self-insured retention. Subject to approval by the Authority under subparagraphs 1-4 above, the commercial general liability may contain a deductible, provided that such deductible shall be paid by the named insured.

H. Company's Insurance Primary:

The insurance required by the contract will apply on a primary and non-contributory basis. Any insurance or self-insurance maintained by the Authority will be excess and will not contribute to the insurance provided by or on behalf of the company.

To the extent required by Florida Department of Transportation Public Transportation Grant Agreement, the company will ensure that the insurance provided by all contractors, subcontractors, consultants, and subconsultants at each tier will apply on a primary basis as to any other insurance available and shall not be more restrictive than the coverage afforded to the named insured.

I. Incident Notification:

In accordance with the requirements of Standard Procedure S250.02, the company will promptly notify the Airport Operations Center (AOC) of all incidents involving bodily

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injury or property damage occurring on Authority-owned property, tenant owned property or third party property.

J. Customer Claims, Issues, or Complaints:

In addition to complying with all terms outlined in Standard Procedure S250.02, all customer claims, issues, or complaints involving property damage or bodily injury related to the company will be promptly handled, addressed and resolved by the company.

The company will track all customer claims, issues, or complaints involving property damage or bodily injury and their status on a Claims Log available for review, as needed, by Risk Management. The Claims Log should include a detailed report of the incident along with the response and/or resolution. Risk Management has the option to monitor all incidents, claims, issues or complaints where the Authority could be held liable for injury or damages.

K. Applicable Law:

With respect to any contract entered into by the Authority with a value exceeding \$10,000,000, if any required policy or program is: (i) issued to a policyholder outside of Florida or (ii) contains a “choice of law” or similar provision stating that the law of any state other than Florida shall govern disputes concerning the policy, then such policy or program must be endorsed so that Florida law (including but not limited to Part II of Chapter 627 of the Florida Statutes) will govern any and all disputes concerning the policy or program in connection with claims arising out of work performed pursuant to the contract.

L. Waiver of Subrogation:

The company, for itself and on behalf of its insurers, to the fullest extent permitted by law without voiding the insurance required by the contract, waives all rights against the Authority, members of the Authority’s governing body and the Authority’s officers, volunteers, agents, and employees, as well as the State of Florida, Department of

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Transportation, including the Department’s officers and its employees, for damages or loss to the extent covered and paid for by any insurance maintained by the company. The company shall require all contractors, subcontractors, suppliers, consultants and subconsultants at each tier for themselves and their insurers, to the fullest extent permitted by law without voiding the insurance required by the contract, to waive all rights against the Authority, members of the Authority’s governing body and the Authority’s officers, volunteers, agents and its employees, as well as the State of Florida, Department of Transportation, including the Department’s officers and its employees, for damages or loss to the extent covered and paid for by any insurance maintained by the company to the extent covered and paid for by any insurance maintained by the company’s contractors, subcontractors, suppliers, consultants and subconsultants at each tier. The company shall further require that all contractors, subcontractors, suppliers, consultants, and subconsultants at each tier include the following in every contract and on each policy:

“Hillsborough County Aviation Authority, members of the Authority’s governing body and the Authority’s officers, volunteers, agents, and its employees, as well as the State of Florida, Department of Transportation, including the Department’s officers and its employees, are additional insureds for the coverages required by all policies as described above other than workers compensation and professional liability.”

M. Company’s Failure to Comply with Insurance Requirements:

1. Authority's Right to Procure Replacement Insurance

If, after the inception of the contract, the company fails to fully comply with the insurance requirements of the contract, in addition to and not in lieu of any other remedy available to the Authority provided by the contract, the Authority may, at its sole discretion, procure and maintain on behalf of the company, insurance which provides, in whole or in part, the required insurance coverage.

2. Replacement Coverage at Sole Expense of Company

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The entire cost of any insurance procured by the Authority pursuant to this Standard Procedure will be paid by the company. At the option of the Authority, the company will either directly pay the entire cost of the insurance or immediately reimburse the Authority for any costs incurred by the Authority, including all premiums, fees, taxes, and 15% for the cost of administration.

a. Company to Remain Fully Liable

The company agrees to remain fully liable for full compliance with the insurance requirements in the contract. To the extent that there is any exclusion, deficiency, reduction, or gap in a policy which makes the insurance more restrictive than the coverage required, the company agrees to remain responsible and obligated to make the Authority whole as if the company and all of its contractors, subcontractors, consultants, and sub-consultants at each tier fully met the insurance requirements of the contract.

b. Authority's Right to Terminate, Modify, or Not Procure

Any insurance procured by the Authority is solely for the Authority's benefit and is not intended to replace or supplement any insurance coverage which otherwise would have been maintained by the company or by any of its contractors, subcontractors, consultants, or sub-consultants at each tier. Authority is not obligated to procure any insurance pursuant to these requirements and retains the right, at its sole discretion, to terminate or modify any such insurance which might be procured by the Authority pursuant to this Standard Procedure.



STANDARD PROCEDURE

Aviation Authority

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Subject: CONTRACTUAL INSURANCE  
TERMS AND CONDITIONS

APPROVED: Michael Stephens

DATE: 03/04/20

Exhibit B

# Exhibit C

## **WORLDWIDE AIRCRAFT SERVICES, INC. D.B.A. JET ICU ENVIRONMENTAL BASELINE REPORT**

TAMPA INTERNATIONAL AIRPORT  
(FDEP FAC ID Nos: 298731729 and 298628792)

February 2, 2021

Prepared by:

Planning and Development Department  
Hillsborough County Aviation Authority  
Attn: Keith Fleming, P.G.  
Tampa International Airport  
P.O. Box 22287  
Tampa, Florida 33622

## **Executive Summary**

The Hillsborough County Aviation Authority's (Authority's) Planning and Development (P&D) Department is pleased to provide the Environmental Baseline Report for the Worldwide Aircraft Services, Inc. d.b.a. Jet ICU (Jet ICU), proposed lease area at Tampa International Airport (TPA). This report provides a summary of the environmental setting, site history, planning information, database searches, and historical details associated with a former onsite tank facility and a former offsite tank facility. Finally, it provides the results of soil testing that was conducted in January 2021 by the Authority's general environmental consultant. At all borings, all testing results were 0 parts per million (ppm), which is below Florida action levels.

Based on the sample results and the items reviewed in this report, Authority staff does not identify any "*recognized environmental conditions*"<sup>1</sup>, "*controlled recognized environmental conditions*"<sup>2</sup>, or "*historical recognized environmental conditions*"<sup>3</sup>, which are taken from ASTM International's Designation E 1527-13, *Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process* (ASTM 1527). Additional discussion on this determination is provided below in the Section entitled ASTM 1527 Considerations.

## **Introduction**

At the request of the Authority's Real Estate Department, the Authority's P&D Department completed this Environmental Baseline Report for the Authority-owned Jet ICU lease area that is proposed to be developed in the South General Aviation (GA) Development Area (SGADA) of Tampa International Airport (TPA) in Tampa Florida (Jet ICU site). A site map is provided on Figure 1. The purpose of the baseline investigation is to document the site conditions at the beginning of the tenancy, and to determine if any recognized environmental conditions (RECs) are likely to exist.

## **Environmental Setting**

The geographic setting, history, and redevelopment plans for TPA's SGADA are described in TPA's 2012 Master Plan Update (2012 Master Plan). 2012 Master Plan Volumes 1 and 2 provide this information in sections 4.4, 4.5, 5.3 and 5.4. In addition to the environmental setting, the 2012 Master Plan also discusses planning topics. The proposed development of the site by Jet ICU is consistent with the 2012 Master Plan.

## **Site History and Inspection**

The site history was investigated through a review of Authority real estate files, historical reports, Florida Department of Environmental Protection (FDEP) files and Hillsborough County Property Appraiser (HCPA) information. According to HCPA, the site is part of TPA's main folio number 108980-0000. Immediately adjacent to the east side of the site is the former Dobbs facility which is now known as (nka) the Gate Gourmet in-flight kitchen facility (the Dobbs facility); The Dobbs facility is assigned folio number 112344-0000. Excerpts of the site history records reviewed are provided in Appendix 1.

In 1926 the site and surrounding area were part of the West Shore Estates subdivision plat map. Although West Shore Estates subdivision was platted, it does not appear that any buildings were ever constructed. The 1938 aerial photo indicates the site was undeveloped, vacant upland with several cypress heads in the general area. In 1948 the site was still undeveloped,

however unpaved roads are visible in the general area which is an indication that development in the area was occurring. An east-west trending, deeply-incised ditch is visible south of the site; open segments of this ditch system exist in the surrounding area today. In the 1950s a former FAA Remote Transmitter facility (the FAA facility) partially-coincided with the site. Additional discussion on the FAA facility and a formerly-used FAA facility underground storage tank (UST) are provided below in the Section entitled Regulatory File Review. In 1965 the property adjacent to the north side of the site was under development. In a 1974 Airport Layout Plan (ALP), the FAA facility is noted. A small air cargo building is identified on the south side of the site, and a second air cargo building (building 302) is identified immediately south of the Dobbs building (building 301). In a 1974 ALP, the adjoining property to the east is shown as an employee parking lot with a note indicating Dobbs House plot. HCPA indicates the Dobbs building was constructed in 1974. In a 1979 ALP, the small air cargo building on the south side of the site is gone and the modern Dobbs building (building 301) is present. In a 1989 ALP, the FAA remote transmitter facility is not depicted; this is consistent with the timeframe of the FAA facility decommissioning which is discussed below in the Section entitled Regulatory File Review. FDEP records indicate the formerly-used USTs associated with the FAA facility and the Dobbs facility were both removed in 1988. In a 1989 ALP, the air cargo building (building 302) located south of the Dobbs building (building 301) is gone. In a 1993 ALP, the FAA facility is noted. On July 12, 1996, FAA formally removed the FAA facility from the TPA lease. From the mid-1990s to now the site has remained undeveloped. During this time the site has been used intermittently as a temporary storage yard for Authority construction projects. The 2016 TPA Exhibit A, Airport Property Map (Exhibit A), was reviewed. Exhibit A sheet 18 of 33 provides a table that summarizes the history of property acquisition of the site and surrounding area. Three instruments are noted: map number 6-1 is associated with Hillsborough County Ordinance 4099-A that was recorded in official records book (ORB) 1714 784 on December 14, 1966, map number 7-1 is associated with a quitclaim deed with the City of Tampa that was recorded in ORB 2219 765 on August 18, 1970, and map number 17-9 is associated with a deed with Hillsborough County that was recorded in ORB 4256 1554 on June 8, 1983. Authority staff did not identify any potential RECs based on the site history.

On January 15, 2021, Authority staff conducted a site walk-through inspection. The site was generally vacant with a small amount of stored materials located onsite. Authority staff did not identify any stained surfaces, chemical containers, vent pipes or any other indications of potential RECs. Additional discussion on a site inspection performed by the Authority's consultant is provided below in the Section entitled Environmental Baseline Sampling Results.

### **Regulatory File Review**

In January 2021, Authority staff conducted web-based database searches of FDEP's Oculus Document Management System (Oculus), FDEP's Map Direct system and the US Environmental Protection Agency's EnviroMapper system. These systems were queried to identify petroleum storage system sites, waste cleanup sites, institutional control closure sites, potential hazardous waste sites, toxic releases, water discharge permits, etc. Map Direct and EnviroMapper identified a total of 12 facilities in the general area surrounding the site, none of which were located on the JetICU site. Authority staff reviewed the 12 facilities and determined that one of the facilities (Dobbs 298628792) is the Dobbs facility which is located immediately adjacent to

the site and is discussed in detail below. In summary, none of the facilities provided by the web-based database searches were identified as RECs with respect to the site.

Provided below is a summary of two formerly-used petroleum storage system facilities. The FAA facility partially-coincides with the JetICU site. The Dobbs facility is located immediately east of the JetICU site. At both of these facilities, the timeframe of the installation, use and removal of the USTs pre-dates current regulations. Both facilities are considered closed facilities in FDEP's Storage Tank and Petroleum Contamination/Cleanup Monitoring system. Figure 1 provides the location of these facilities. Excerpts of the regulatory records reviewed are provided in Appendix 2.

**Former FAA Remote Transmitter facility – Onsite Facility**

As stated above, the FAA facility partially-coincides with the JetICU site. The FAA facility is a formerly-used petroleum storage system facility that is considered a closed facility in FDEP's system. The FDEP-assigned facility ID number is 298731729. Historical records indicate the facility had one 955-gallon UST that reportedly contained non-vehicular gasoline fuel used for an engine generator. There is no indication of any compliance problems, discharges or pollution obligations associated with this facility. Authority staff estimates the UST was installed around 1959 and removed in 1988. A tank closure report was not found in the historical records; this is likely due to the fact that the date of the tank removal pre-dates current petroleum storage system regulations. Additional discussion on the FAA facility and the FAA facility UST are provided below.

Provided below is a summary of historical property files associated with the FAA facility. The original lease term was from October 9, 1950 through June 30, 1959. The lessee was the federal government under the Civil Aeronautics Authority, which was later replaced with the Federal Aviation Administration (FAA). A remote transmitter was constructed on or within the general area of the Jet ICU site. The remote transmitter is visible on historical records dated November 17, 1952 and September 10, 1953. On July 1, 1959, a new lease added the gasoline-powered engine generator equipment. Authority staff estimates the FAA facility UST was installed around 1959. On August 1, 1973, a new lease reduced the size of the FAA lease area. This 1973 FAA lease area coincides with the Jet ICU site, and is illustrated on Figure 1. In the early 1980s the development of the Westshore Business District lead to the relocation of the remote transmitter to the top of TPA's main terminal building. Currently, the remote transmitter still exists on the penthouse roof of one of the elevator cores. Authority Board Resolution 83-107, dated September 15, 1983, memorialized the decommissioning and relocation of the remote transmitter. On March 10, 1986, FAA reported to the Authority that construction of the new remote transmitter was substantially complete. On March 28, 1988, FAA reported to the Authority that they had removed the remaining fuel from the UST. An Authority memo dated September 7, 1988 outlined the Authority's plan to remove the UST. In 1992, FAA reported to FDEP that the Authority had removed the UST. On July 12, 1996, FAA formally deleted the decommissioned remote transmitter location from the TPA lease. The FAA facility and the FAA facility UST are not identified as a REC with respect to the site.

### **Former Dobbs facility – Adjacent Facility**

The Dobbs facility is located adjacent to the east side of the Jet ICU site. The Dobbs facility address is 2404 N. West Shore Boulevard. The Dobbs facility is a formerly-used petroleum storage system facility that is considered a closed facility in FDEP's system. The FDEP-assigned facility ID number is 298628792. The facility had two 3,000-gallon USTs that reportedly contained leaded and unleaded gasoline. There is no indication of any compliance problems, discharges or pollution obligations associated with this facility. FDEP records indicate the two USTs were in place from 1976 to 1988. Similar to the FAA facility discussed above, the date of the Dobbs facility tank removal pre-dates current petroleum storage system regulations. The Dobbs facility USTs are not identified as a REC with respect to the site.

### **Environmental Baseline Sampling Results**

The Authority commissioned APTIM Environmental & Infrastructure, LLC. (APTIM), to conduct an onsite soil investigation. Soil borings were conducted at select locations that have the highest likelihood of future environmental concern based on the proposed layout of future facility, ramp, retention pond and surrounding support areas which normally include chemical storage, petroleum storage systems and oil-water separators. During this investigation APTIM also performed a limited investigation at the location of the formerly-used FAA facility UST. This limited investigation did not identify any evidence of residual impacts from the former FAA facility UST, and it did not discover any remaining in-ground infrastructure that may have been associated with the FAA facility.

At each boring location, soil samples were collected from the vadose zone in general accordance with the FDEP Standard Operating Procedure (SOP) PCS-004. Soil samples were screened in the field using an organic vapor analyzer. Sampling equipment was decontaminated between sample locations in accordance with FDEP SOP-001/01 FC 1000. APTIM's report is provided in Appendix 3 this Environmental Baseline Report. APTIM's report provides a site map (Figure 2) showing the soil boring locations and a table summarizing the soil testing results. At all borings, all testing results were 0 ppm, which is below Florida action levels. APTIM's results do not identify any known or previously unknown environmental concerns.

### **ASTM 1527 Considerations**

As stated above, Authority staff provided an opinion on "*recognized environmental conditions*"<sup>1</sup>, "*controlled recognized environmental conditions*"<sup>2</sup>, and "*historical recognized environmental conditions*"<sup>3</sup>.

<sup>1</sup> *Recognized Environmental Conditions*—The presence or likely presence of any hazardous substances or petroleum products in, on, or at a property: (1) due to release to the environment; (2) under conditions indicative of a release to the environment; or (3) under conditions that pose a material threat of a future release to the environment. De minimis conditions are not recognized environmental conditions.

<sup>2</sup> *Controlled Recognized Environmental Condition*— a recognized environmental condition resulting from a past release of hazardous substances or petroleum products that has been addressed to the satisfaction of the applicable regulatory authority (for example, as evidenced by the issuance of a no further action letter or equivalent, or meeting risk-based criteria

established by regulatory authority), with hazardous substances or petroleum products allowed to remain in place subject to the implementation of required controls (for example, property use restrictions, activity and use limitations, institutional controls, or engineering controls). (See Note 2.) A condition considered by the environmental professional to be a controlled recognized environmental condition shall be listed in the findings section of the Phase I Environmental Site Assessment report, and as a recognized environmental condition in the conclusions section of the Phase I Environmental Site Assessment report. (See Note 3.).

<sup>3</sup> *Historical Recognized Environmental Condition*—A past release of any hazardous substances or petroleum products that has occurred in connection with the property and has been addressed to the satisfaction of the applicable regulatory authority or meeting unrestricted use criteria established by a regulatory authority, without subjecting the property to any required controls (for example, property use restrictions, activity and use limitations, institutional controls, or engineering controls).

These definitions are taken from ASTM International's Designation E 1527-13, *Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process*.

This Environmental Baseline Report was prepared by the Authority's P&D Department for use by the Authority's Real Estate Department. The environmental professional is Keith Fleming, a professional geologist who is qualified to perform the requirements of this audit in accordance with ASTM 1527. Mr. Fleming has sufficient training and experience performing environmental assessment and remediation work for approximately 28 years in Florida. Contracted services were performed by a qualified firm.

### **References**

ASTM International 2013, *Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process*. ASTM International (ASTM E 1527-13)

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<https://ca.dep.state.fl.us/mapdirect/?focus=standard>

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<http://depdms.dep.state.fl.us/Oculus/servlet/login>

Florida Department of Environmental Protection, Storage Tank and Petroleum Contamination/Cleanup Monitoring. January 2021. <https://floridadep.gov/waste/permitting-compliance-assistance/content/storage-tank-and-petroleum-contaminationcleanup>

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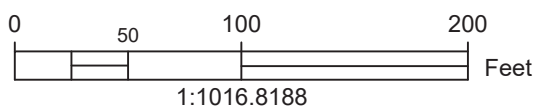
Tampa International Airport 2012 Master Plan Update, Tampa International Airport, November 2013. <https://www.tampaairport.com/master-plan-documents>

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**Legend**

- ❖ Proposed JetICU lease boundary
- 1. Former FAA Transmitter Tank Location (298731729)
- 2. Former Dobbs [NKA Gate Gourmet] Tank Location (298628792)



**Figure 1**  
**Site Map**



## Appendix 1



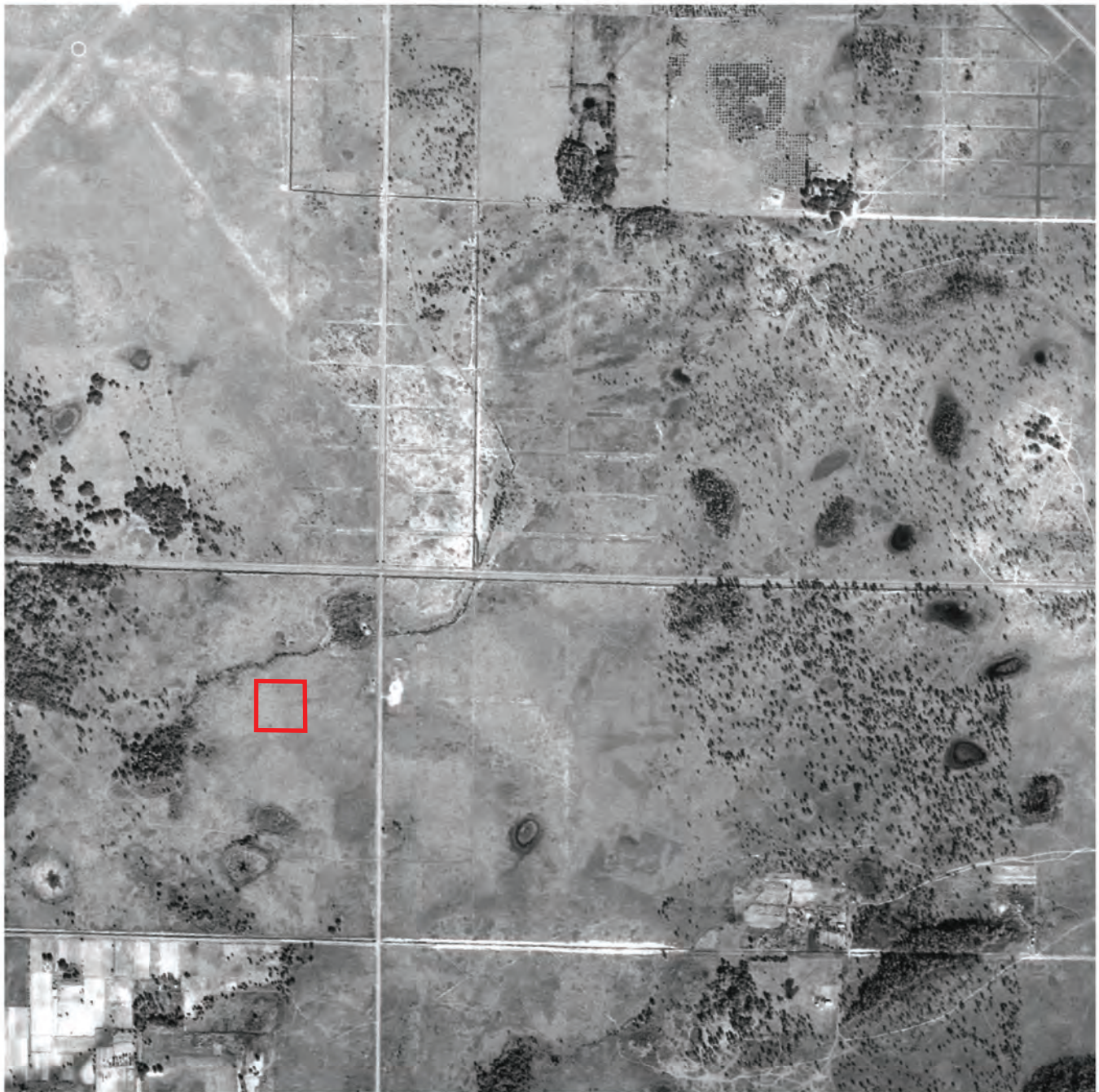
# Environmental FirstSearch

Historical Aerial

1938



**4209 JIM WALTER BLVD, TAMPA FL 33607**



Source:  
Target Site (Latitude: 27.967453 Longitude: -82.520408)  
Quad Name: Gandy Bridge  
Date: 1938

Approximate Scale: 1 inch equals 1,125 feet

# Environmental FirstSearch

Historical Aerial

1948

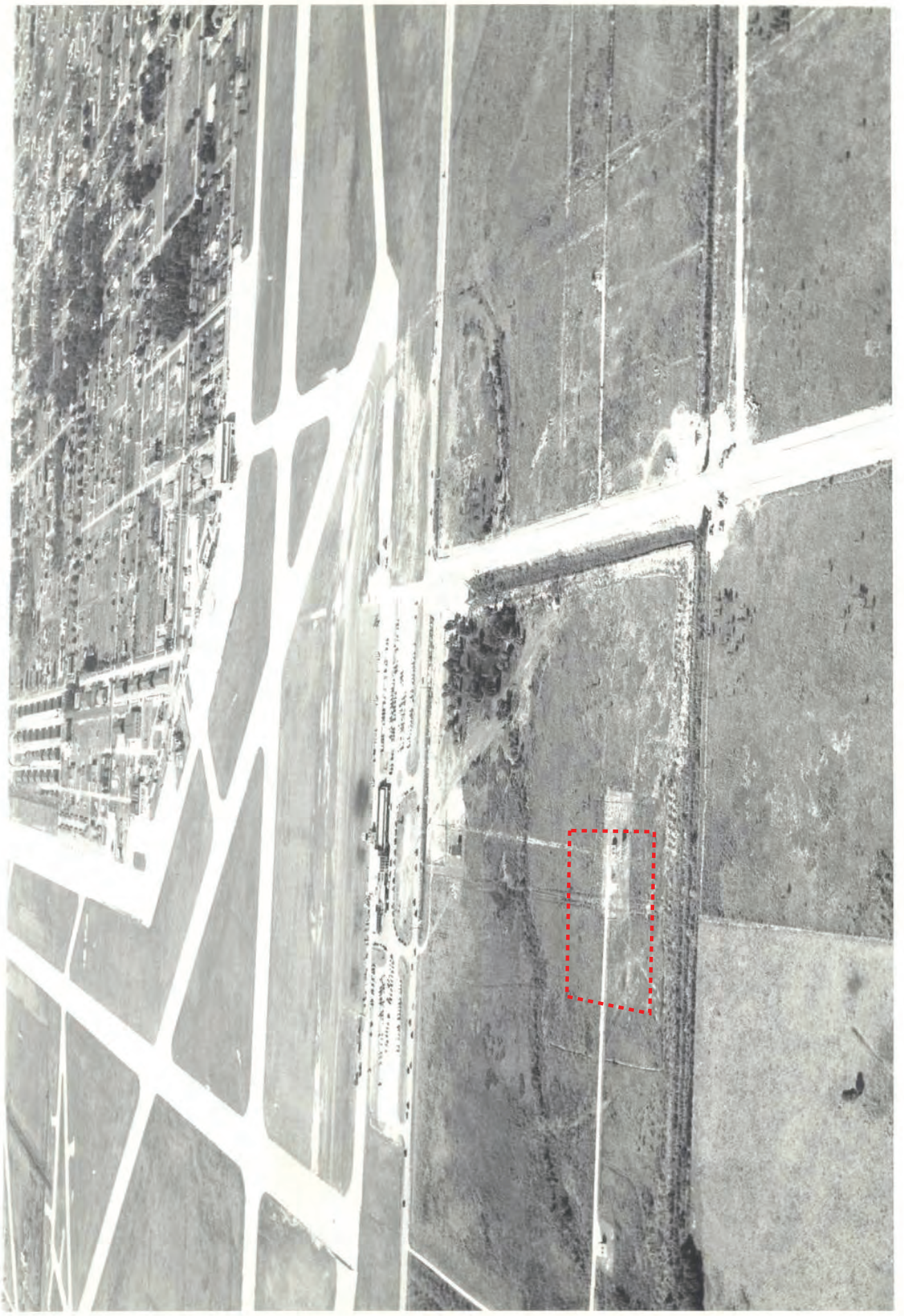
4209 JIM WALTER BLVD, TAMPA FL 33607



Source:  
Target Site (Latitude: 27.967453 Longitude: -82.520408)  
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Date: 1948

Approximate Scale: 1 inch equals 1,125 feet





# Environmental FirstSearch

Historical Aerial

1965

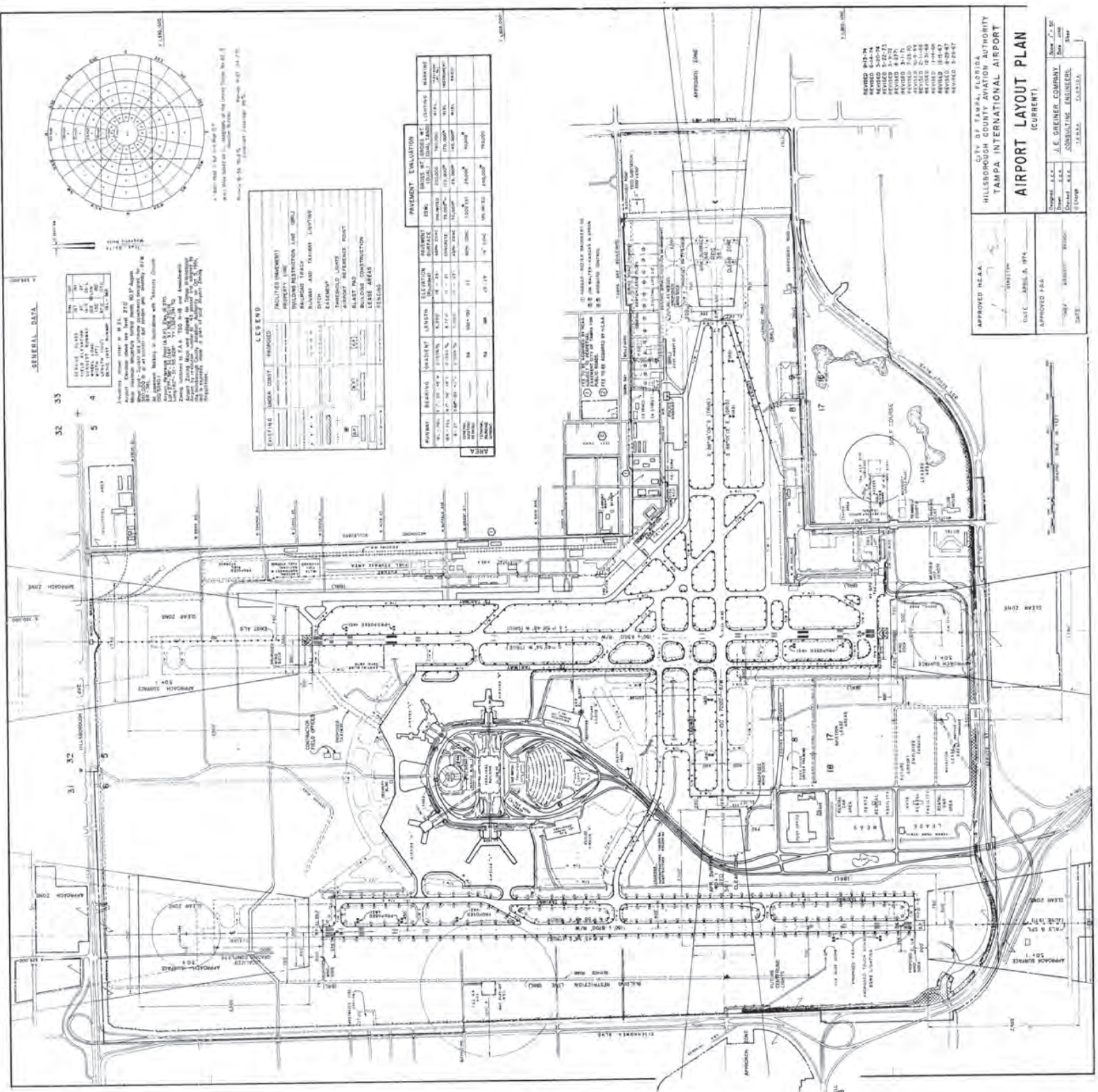


**4209 JIM WALTER BLVD, TAMPA FL 33607**



Source:  
Target Site (Latitude: 27.967453 Longitude: -82.520408)  
Quad Name: Gandy Bridge  
Date: 1965

Approximate Scale: 1 inch equals 1,125 feet



GENERAL DATA



32 33 5 4 31 32 6 5 7

**LEGEND**

EXISTING	IMPROVED
ROADS	ROADS
RAILROADS	RAILROADS
WATERWAYS	WATERWAYS
UTILITIES	UTILITIES
LAND USE	LAND USE
BOUNDARIES	BOUNDARIES
ADJUSTED TRACK	
BULKHEAD AND TOWER LIGHTING	
DITCH	
LANDSCAPE	
LANDSCAPE LIGHTS	
ADJUSTED REFERENCE POINT	
BLAST PROTECTIVE CONSTRUCTION	
LEASING AREAS	
FENCES	

**PAVEMENT EVALUATION**

AREA	BEARING	RESISTANCE	STRENGTH	STRENGTH	STRENGTH	STRENGTH	STRENGTH	STRENGTH	STRENGTH	STRENGTH	STRENGTH
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33	100	100	100	100	100	100	100	100	100	100	100

**APPROVED AREA**

CITY OF TAMPA, FLORIDA  
HILLSBOROUGH COUNTY AVIATION AUTHORITY  
TAMPA INTERNATIONAL AIRPORT

**AIRPORT LAYOUT PLAN**  
(CURRENT)

APPROVED: J.E. GREINER COMPANY  
DATE: APRIL 1, 1974

DESIGNED: J.E. GREINER COMPANY  
DRAWN: J.E. GREINER COMPANY  
CHECKED: J.E. GREINER COMPANY

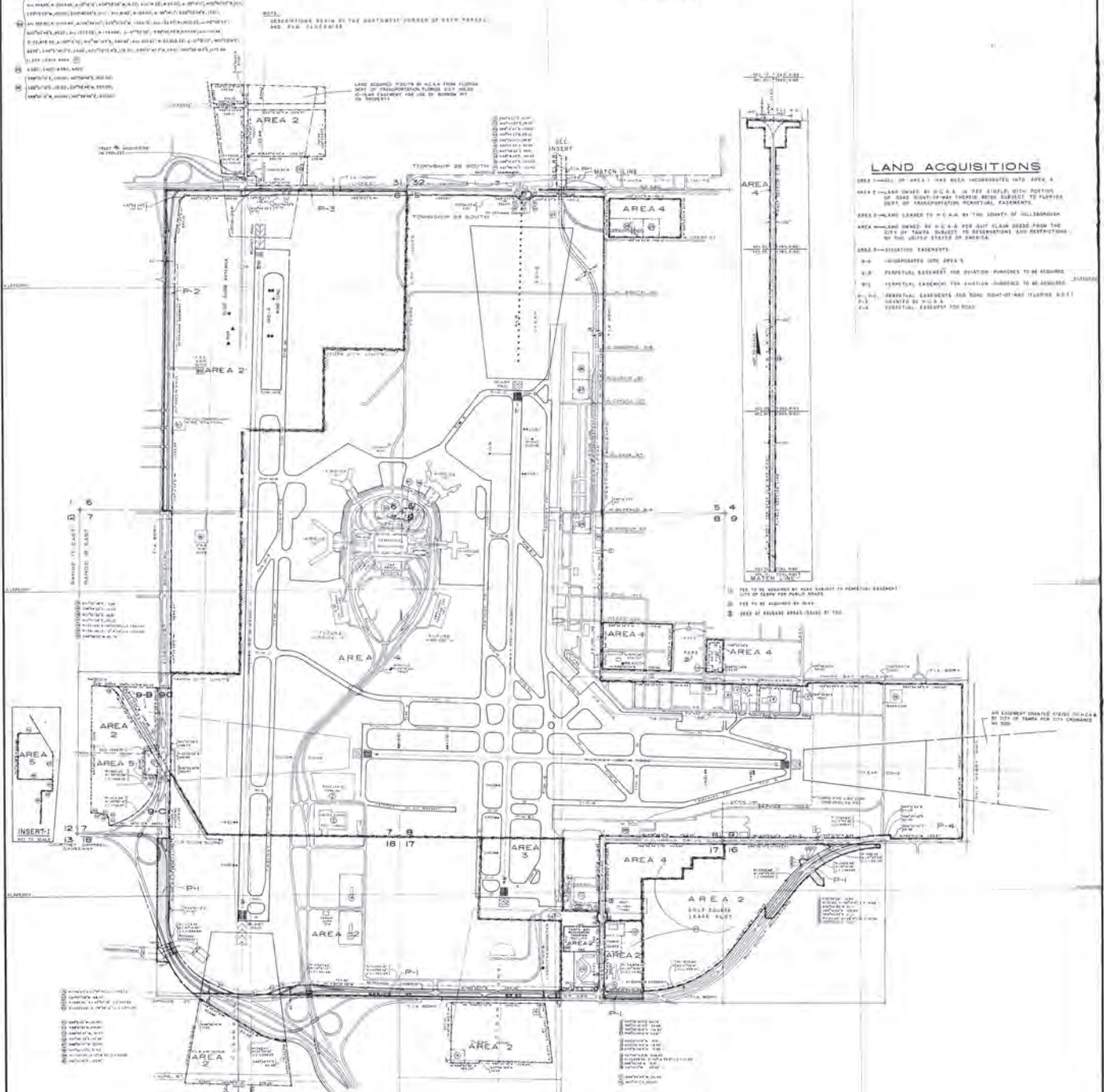
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REVISED 1-10-07  
REVISED 2-10-07  
REVISED 3-10-07  
REVISED 4





**LAND LEASE DESCRIPTIONS**

LAND NO.	DESCRIPTION	LAND NO.	DESCRIPTION
1	...	1	...
2	...	2	...
3	...	3	...
4	...	4	...
5	...	5	...
6	...	6	...
7	...	7	...
8	...	8	...
9	...	9	...
10	...	10	...
11	...	11	...
12	...	12	...
13	...	13	...
14	...	14	...
15	...	15	...
16	...	16	...
17	...	17	...
18	...	18	...
19	...	19	...
20	...	20	...



**LAND ACQUISITIONS**

- AREA 1 (small of AREA 1) HAS BEEN INCORPORATED INTO AREA 4
- AREA 2 LAND OWNED BY U.S.A. IN THE STATE OF FLORIDA
- AREA 3 LAND OWNED BY U.S.A. IN THE STATE OF FLORIDA
- AREA 4 LAND OWNED BY U.S.A. IN THE STATE OF FLORIDA
- AREA 5 - ACQUISITION STATEMENTS
- U.S. - INCORPORATED INTO AREA 5
- PERMANENT EASEMENT FOR AIRPORT PURPOSES TO BE ACQUIRED
- PERMANENT EASEMENT FOR AIRPORT PURPOSES TO BE ACQUIRED
- PERMANENT EASEMENTS FOR ROAD FRONT-OF-RUN FLIGHTS AS SET
- GRANTED BY U.S.A.
- PERMANENT EASEMENT FOR ROAD

**LAND LEASES**

- 1 TAMPA ELECTRIC COMPANY
- 2 NATIONAL TRAVELER SYSTEM
- 3 CITY OF TAMPA
- 4 BEEVER HOLDINGS
- 5 JIM WALTER CORPORATION
- 6 HILLSBOROUGH COUNTY WISCONSIN COUNTY
- 7 CAROL DANIELSON
- 8 GOLF COURSE LEASE
- 9 FEDERAL SERVICE ADMINISTRATION
- 10 LEVITY INDUSTRIES (MARIAGOT)
- 11 CORRA HOUSE, INC.
- 12 AIR CARDS TRAVELER INC.
- 13 TAMPA AIRPORT HOTEL INC.
- 14 BROWNS EXPOSURE INC.
- 15 SEABOARD DEVELOPMENT CORPORATION
- 16 HONEYWELL & CO.
- 17 AIRCRAFT LEASE SYSTEM INC.
- 18 AERTE CORPORATION
- 19 UNITED STATES POST OFFICE
- 20 WEST INTERNATIONAL HOTEL
- 21 WEST HILLSBOROUGH POLICE FIRE DEPARTMENT
- 22 TAMPA BOWLING LEASE
- 23 TAMPA GOLF COURSE RESURFACE COMPANY
- 24 THE HUNTER THE COMPANY
- 25 THE MISTIC AVENUE OF BARBARA
- 26 EASTON, HOFFMANN NATIONAL FUEL STORAGE
- 27 BILLY PAUL STORES
- 28 HATHAWAY CORPORATION
- 29 TAMPA FOOD SERVICES

**AIRPORT ZONING**

- 1 AIRPORT ZONING MAPS WERE ADAPTED FOR TAMPA INTERNATIONAL AIRPORT
- 2 BY AN AIRPORT ZONING DISTRICTS AND AIRPORT ZONING DISTRICTS
- 3 WITHIN AUTHORITY OF AIRPORT ZONING DISTRICTS AND AIRPORT ZONING DISTRICTS
- 4 IN THIS AIRPORT ZONING DISTRICTS

**SURVEYOR'S CERTIFICATE**

The Engineer, after a survey has been made by himself and that the same have been filed with the Registrar of Public Lands, hereby certifies that the reproduction of the same is correct.

JOHN S. BROWN  
 Vice President  
 Registered Surveyor  
 No. 10,100  
 718 N.W. 15th St.

**Greiner Engineering Science, Inc.**  
 CONSULTING ENGINEERS TAMPA, FLORIDA

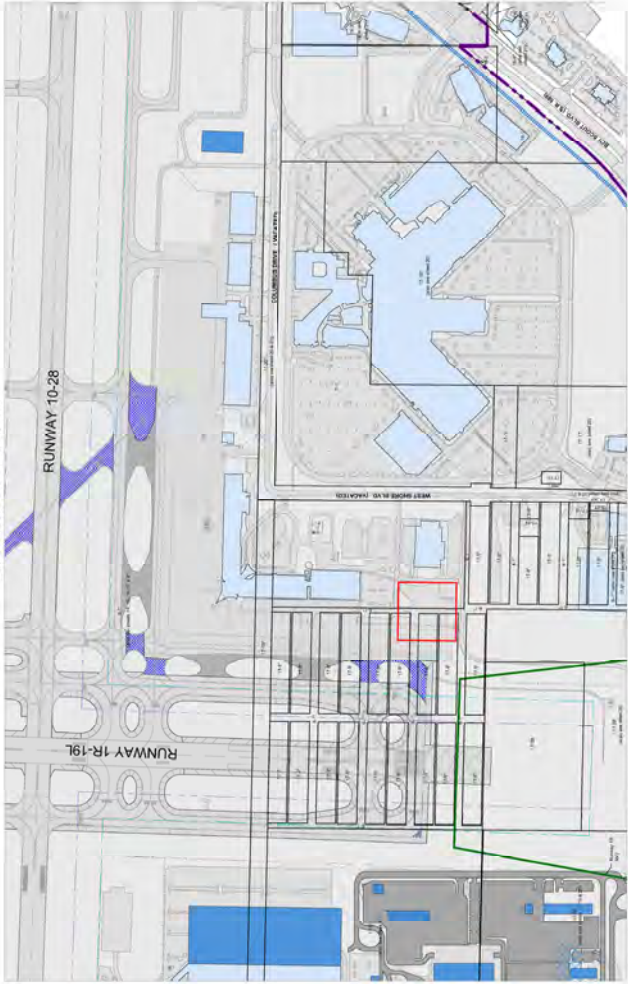
NO.	REVISION	DATE
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**AIRPORT PROPERTY MAP**  
 TAMPA INTERNATIONAL AIRPORT  
 TAMPA, FLORIDA  
 HILLSBOROUGH COUNTY AVIATION AUTHORITY





See Sheets 15 & 16



See Sheet 17

See Sheet 21

See Sheet 20

KEY MAP

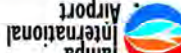


DESCRIPTION	EXHIBIT	DATE
PROPERTY ACQUISITION	1	10/20/20
PROPOSED AIRPORT	2	10/20/20
POTENTIAL LOT PAIR	3	10/20/20



PROPERTIES ACQUIRED

Map Number	Traverse Document Type	Book Type	Book Number	Page Number	Date Recorded	Grantor	FAA or DOT Registration Number	PFC	FOOT Grant	Area	Purpose of Acquisition	Notes
7-1	City Ordinance	D.R.	1718	784	12/17/1985	Hillsborough County	N/A	N/A	N/A	23.74	Airport Development	See Note 4
7-1	City Ordinance	D.R.	2019	282	8/18/1974	City of Tampa	N/A	N/A	N/A	206.52	Airport Development & Refinement Support	See Note 4
8-1	City Ordinance	D.R.	1989	1013	8/18/1974	City of Tampa	N/A	N/A	N/A	488.47	Airport Development	See Note 4
15-1	Final Plat	D.R.	1907	45	2/14/1988	City of Tampa	N/A	N/A	N/A	2.74	Revenue Support	
15-2	Final Plat	D.R.	1842	686	2/18/1973	Tampa Water Clearing Club	N/A	N/A	N/A	20.13	Revenue Support	
15-3	Final Plat	D.R.	425	131	2/17/1986	Hillsborough County	N/A	N/A	N/A	20.68	Revenue Support	
15-4	Final Plat	D.R.	159	53	2/20/1986	Hillsborough County	N/A	N/A	N/A	11.88	Revenue Support	
15-5	Final Plat	D.R.	159	53	2/20/1986	Hillsborough County	N/A	N/A	N/A	11.88	Revenue Support	
15-6	Final Plat	D.R.	142	27	12/21/1985	McMAN-Hillsborough County	N/A	N/A	N/A	38.75	Original Part of City Block Road	Revenue Support
15-6	Final Plat	D.R.	142	27	12/21/1985	McMAN-Hillsborough County	N/A	N/A	N/A	38.75	Original Part of City Block Road	Revenue Support
15-6	Final Plat	D.R.	156	166	1/18/1986	Hillsborough County	8408-018-011	N/A	N/A	58.67	Airport Development	See Note 3
15-6	Final Plat	D.R.	156	166	1/18/1986	Hillsborough County	8408-018-011	N/A	N/A	58.67	Airport Development	See Note 3
15-9	Final Plat	D.R.	458	115	12/17/1985	Hillsborough County	8408-018-011	N/A	N/A	1.97	Revenue Support	
15-9	Final Plat	D.R.	458	115	12/17/1985	Hillsborough County	8408-018-011	N/A	N/A	1.97	Revenue Support	
17-11	Final Plat	D.R.	328	270	12/17/1985	Hillsborough County	8408-018-011	N/A	N/A	8.26	Revenue Support	
17-14	Final Plat	D.R.	338	131	4/13/1986	City of Tampa	8408-018-011	N/A	N/A	8.27	Revenue Support	
17-15	Final Plat	D.R.	338	131	4/13/1986	City of Tampa	8408-018-011	N/A	N/A	8.27	Revenue Support	
17-16	Final Plat	D.R.	338	131	4/13/1986	City of Tampa	8408-018-011	N/A	N/A	8.27	Revenue Support	
17-17	Final Plat	D.R.	338	131	4/13/1986	City of Tampa	8408-018-011	N/A	N/A	8.27	Revenue Support	
17-18	Final Plat	D.R.	338	131	4/13/1986	City of Tampa	8408-018-011	N/A	N/A	8.27	Revenue Support	
17-19	Final Plat	D.R.	338	131	4/13/1986	City of Tampa	8408-018-011	N/A	N/A	8.27	Revenue Support	
17-20	Final Plat	D.R.	338	131	4/13/1986	City of Tampa	8408-018-011	N/A	N/A	8.27	Revenue Support	
17-20	Final Plat	D.R.	338	131	4/13/1986	City of Tampa	8408-018-011	N/A	N/A	8.27	Revenue Support	
17-20	Final Plat	D.R.	338	131	4/13/1986	City of Tampa	8408-018-011	N/A	N/A	8.27	Revenue Support	
17-20	Final Plat	D.R.	338	131	4/13/1986	City of Tampa	8408-018-011	N/A	N/A	8.27	Revenue Support	
17-20	Final Plat	D.R.	338	131	4/13/1986	City of Tampa	8408-018-011	N/A	N/A	8.27	Revenue Support	
17-20	Final Plat	D.R.	338	131	4/13/1986	City of Tampa	8408-018-011	N/A	N/A	8.27	Revenue Support	
17-20	Final Plat	D.R.	338	131	4/13/1986	City of Tampa	8408-018-011	N/A	N/A	8.27	Revenue Support	
17-20	Final Plat	D.R.	338	131	4/13/1986	City of Tampa	8408-018-011	N/A	N/A	8.27	Revenue Support	



7550 W Courtney Campbell Causeway  
Tampa, FL 33607  
Tel: 813.282.8111  
Fax: 813.287.8991

PROJECT NAME: TAMPA INTERNATIONAL AIRPORT (TPA)  
EXHIBIT A  
PROPERTY ACQUISITION  
DATE: 10/20/20  
SHEET NO.: 15  
DATE: 10/20/20

## Appendix 2

# EnviroMapper



Search Place: 33607, Tampa, Florida

Find address or place

Home | Help

Search Envirofacts

More Data

Tools

Basemap

- Back
- Program Systems >> RCRAINFO, NPDES Results 1 - 7 of 7
- 1 Commercial Ground Transportation Facility Hcaa
- 2 Hall Of Famegolf Course
- 3 Piedmont Hawthorne Aviation Llc
- 4 Shelair Tampa Hangar 5
- 5 Signature Flight Support
- 6 Tampa International Jet Center
- 7 Textron Aviation, Inc.

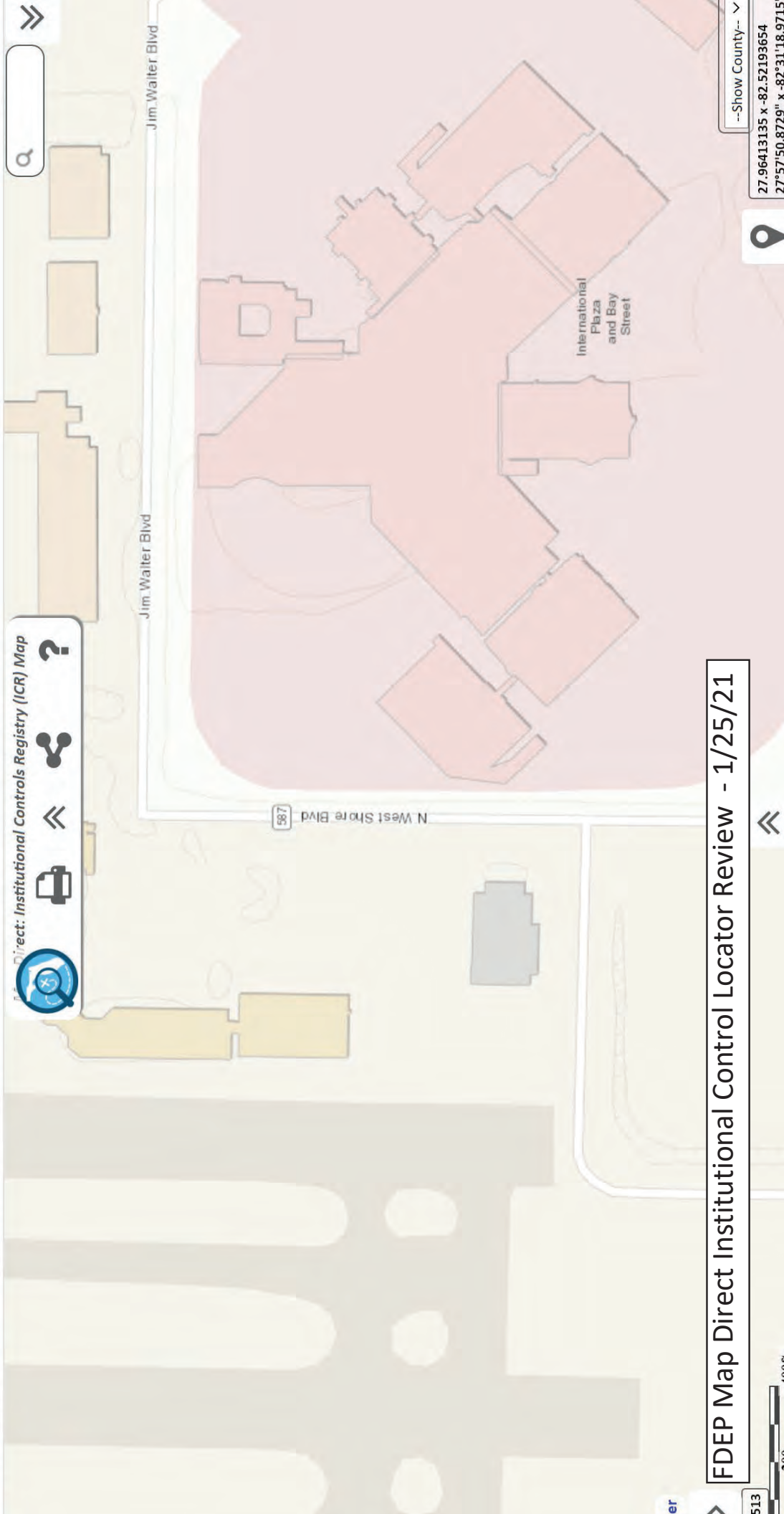


EPA EnviroMapper Review - 1/25/21



University of South Florida, City of Tampa, County of Pinellas, Esri, ...





Map Direct: Institutional Controls Registry (ICR) Map ?

Print, Share, Back, Forward icons

FDEP Map Direct Institutional Control Locator Review - 1/25/21

27.96413135 x -82.52193654  
27°57'50.8729" x -82°31'18.9715"

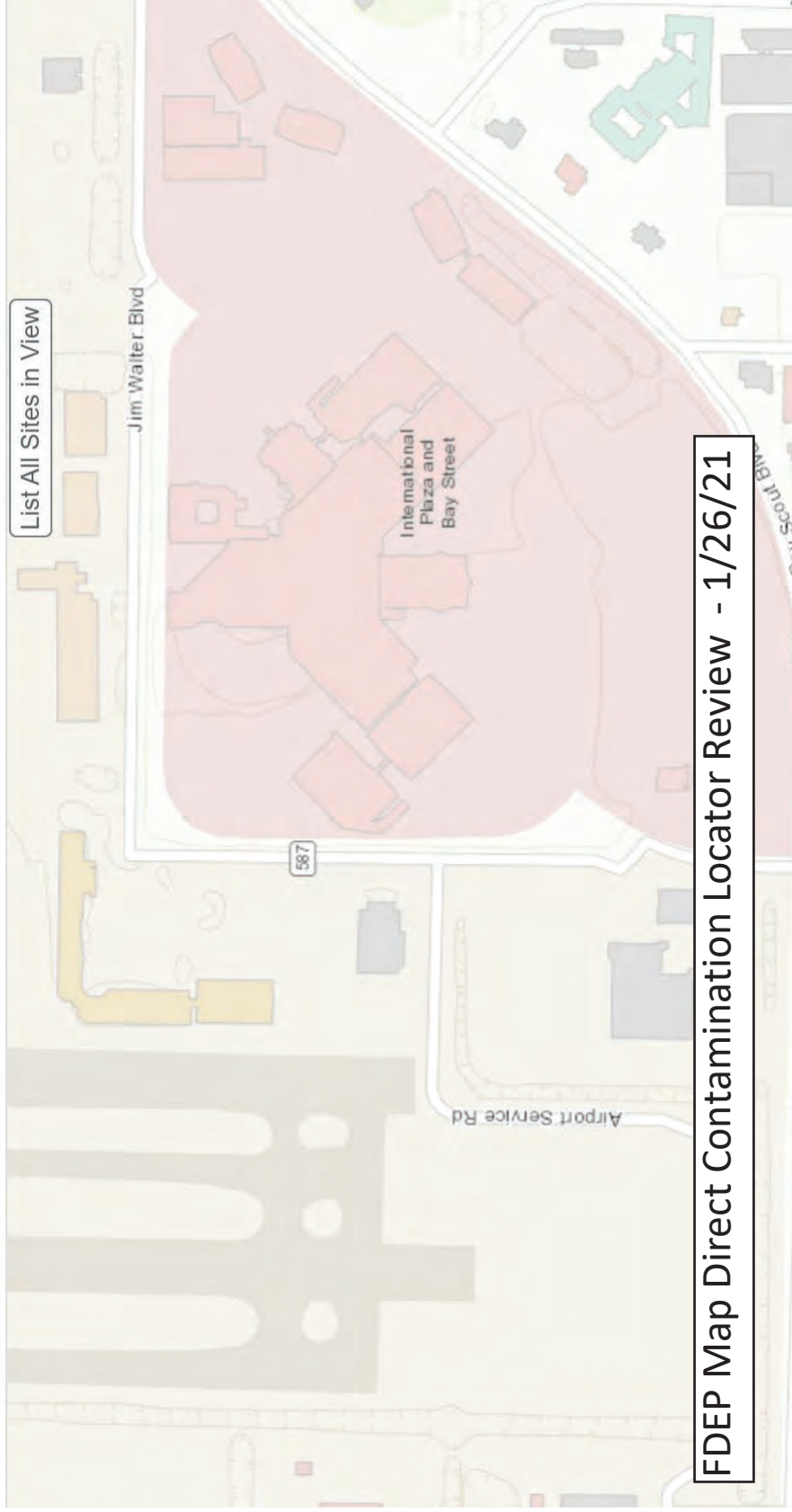


--Show County--



Map Direct: Contamination Locat x +

→ [ca.dep.state.fl.us/mapdirect/?focus=clm&v=6&zoom=city&city=WILDWOOD&dofilter=true&view=PETRO](https://ca.dep.state.fl.us/mapdirect/?focus=clm&v=6&zoom=city&city=WILDWOOD&dofilter=true&view=PETRO)



FDEP Map Direct Contamination Locator Review - 1/26/21

FDEP Tank File

Former FAA Remote Transmitter

FAC ID No. 298731729



U.S. Department  
of Transportation  
**Federal Aviation  
Administration**

DATA ENTERED

JUL 13 1992

Anne Sinclair

STORAGE TANK  
REGULATION

FAA/Airway Facilities Sector  
5402-C Hoover Boulevard  
Tampa, FL 33634

JUN 1 1992

State of Florida  
Department of Environmental Regulation  
Storage Tank Registration  
2600 Blair Stone Road  
Tallahassee, Florida 32399-2400

Dear Sir:

Your attention is drawn to tank number DER 298731729. This entire facility was given to Hillsborough County Aviation Authority (HCAA). The fuel tank was removed in 1988 by a contractor hired by HCAA.

HCAA should have any documentation required at that time. We request that this tank be removed from our Underground Storage Tank inventory.

If you have any questions or need further information, please contact Mr. Thomas J. Vargo, Tampa Technical Support Staff, at (813) 228-2571.

*C. H. Schulze*  
C.H. Schulze

cc:  
TAMPA SECTOR FIELD OFFICE (MR. RICHARD GAINES)  
HILLSBOROUGH COUNTY DEPARTMENT OF ENVIRONMENTAL PROTECTION  
HILLSBOROUGH COUNTY AVIATION AUTHORITY



State of Florida  
 DEPARTMENT OF ENVIRONMENTAL REGULATION  
 MOTOR FUEL TANK REGISTRATION



0 298731729 001 870218 00050

FAA-AIRWAY: TRANSMITTER  
 FEDERAL AVIATION ADMINISTRATION  
 TAMPA INTL AIRPORT  
 TAMPA FL 33607

*R*

↑ DETACH HERE ↓

TANKS AT THIS LOCATION: 1. REGISTRATION FEE IS \$50.00.  
 PLEASE INCLUDE THIS NUMBER ON THE CHECK: 298731729

This registration is only for underground tanks exceeding a 550 gallon capacity which are used to store transportation motor fuels. If the number of tanks shown above is not the actual number of tanks at this site, call the Department of Environmental Regulation, Storage Tank Section at 1-800-422-5325.

*Engine Generator fuel only.*

*This tank is not for vehicular fuel.*

Certification: I certify that the number of tanks below is the actual number of tanks at this site.

Signature

*Robert G. Armstrong*

No. of Tanks

*1*

Date

*3/2/87*

See the reverse side for other instructions

---

State of Florida  
DEPARTMENT OF ENVIRONMENTAL REGULATION  
**MOTOR FUEL TANK REGISTRATION**

The 1986 Legislature imposed a \$50 initial registration fee plus an annual \$25 renewal fee on all motor fuel tanks over 550 gallons in size. Funds received will be used primarily to clean up contamination caused by leaking tanks and spills. The registration fee shown on the face of this form is based on the number of motor fuel storage tanks previously registered at this location. Returning this card with a check for the amount indicated in the supplied return envelope to the Department of Environmental Regulation within 30 days of receipt of this notice will ensure accurate credit and prevent assessment of late fee charges. After receipt of payment, and upon completion of processing, a certificate of registration will be issued to each facility. If several facilities are owned by one individual or one company, mail each registration separately. If there are any questions concerning this registration, call the Department of Environmental Regulation, Storage Tank Section at 1-800-422-5325.

Make checks payable to the Department of Environmental Regulation.

**Do not include any other fees with this registration -- mail them separately.**

# Stationary Tank Registration/Notification Form

DATA ENTERED

Form 17-1.218(2)

~~FEDERAL AVIATION ADMINISTRATION TAMPA INTERNATIONAL SFO~~

~~FAA/Airway~~

FAA/Airway: Transmitter

(Make corrections to name and address here)

1. Facility/Address name: FAA/Airway Facilities SFO

Facility address: Tampa International Airport  
Tampa, FL 33607

Mailing address: FAA/AFSFO  
Tampa International Airport  
Tampa, FL 33607  
INTL

Use this form to comply with the following requirements of the Stationary Tank Rule Chapter 17-61, Florida Administrative Code.

- Each owner or operator shall register the following with the department:
  - All existing facilities by December 31, 1984. (Questions 1-19)
  - All new storage systems or facilities at least 10 days prior to the start of installation of tanks except in the cases of emergency replacement. (Questions 1-19)
  - A non-pollutant containing installation which is to be converted to a facility at least 10 days prior to the placement of pollutants in such a facility. (Questions 1-19)
- Each owner or operator shall notify the department of the following:
  - All storage systems within 10 days of abandonment. (Questions 1-12, 16, 20)
  - Facility sale within 10 days of sale. Notice shall be made by the seller. (Answer questions 1-7, and 11. Question 7 about the new owner.)
  - Retrofitting within 30 days of completion. (Questions 1-19)
- You may notify the department of a change of operator. (Questions 1-6)

Agency Use Only

F

PLEASE PRINT OR TYPE

2. Facility number (DER will provide this number): 2987.31729

3. Date: 4/21/86

4. Federal Employment Identification (number used to file IRS forms): \_\_\_\_\_

5. County Code (see enclosed letter): Tampa International Airport, Tampa, FL 33607 29

6. Operator of facility: Federal Aviation Administration, AFS, SFO

Effective date (only for change of operator): FAA Telephone number: (813) 228-2571

7. Company/Person owning tanks and piping: Assistant Manager, AFS, Tampa, FL

Address: FAA/Airway Facilities SFO, Tampa International Airport, Tampa, FL

Contact person: Marvin C. Goff INTL Telephone number: (813) 228-2571

Effective date (only for change of owner): \_\_\_\_\_

8. How many tanks at this location have an individual storage capacity of greater than 550 gallons and store vehicular fuel made from petroleum?  
1 Underground \_\_\_\_\_ Aboveground Tampa International Airport

9. Facility location. Latitude 27° 57' 35" Longitude: 82° 31' 20" Section 17 Township: 29 Range: 18

This information is listed on property deeds, and in the offices of the property appraiser and tax assessor.

10. Sketch the facility on a separate page showing the APPROXIMATE location of buildings, tanks, and dispensers.  
A. Draw a line from tank to dispenser to show which are connected by piping.  
B. Label each tank as Tank 1, Tank 2, etc.  
C. Write the date and your facility number, if known, or name and address exactly as it appears above.  
D. Keep a copy of your sketch.

REFER TO TANKS BY THESE LABELS IN ANY COMMUNICATION WITH THE DEPARTMENT. DESCRIBE PIPING BY THE NUMBER OF THE TANK IT IS ATTACHED TO.

11. TO THE BEST OF MY KNOWLEDGE AND BELIEF ALL INFORMATION SUBMITTED ON THIS FORM IS TRUE, ACCURATE, AND COMPLETE

Federal Aviation Administration Marvin C. Goff, Asst. Mgr., AFS, Tampa, FL

Name of owner, operator or authorized representative Signature of owner, operator or authorized representative

KEEP A COPY OF THIS FORM FOR YOUR RECORDS

APR 28 1986

MAIL TO: DER Stationary Tank Registration  
2600 Blair Stone Road  
Room 603  
Tallahassee, Florida 32301

SOLID WASTE  
SUBSECTION

**INSTRUCTIONS:** Use one row across for each tank counted in question 8. The tank number must agree with the number on the sketch of your facility. A new tank installed where a registered tank was removed should be given the number of the removed tank with an R and a number added. Example: Tank 3R1 is first replacement for tank 3. It is in the same place where tank 3 was. Tank 3R2 is the second replacement for tank 3. Attach extra pages if necessary. Write your facility number, if known, or name and address, exactly as it appears on the front of the form, on all extra pages.

(12) Tank Number	(13) Tank Size in Gallons	(14) Tank Contents (see List 14 below)	(15) Tank Installation Date, Month/Year (put X if unknown)	(16) Underground or Aboveground Tank (write U or A)	(17) Tank Construction Specifics (see List 17U or 17A below)	(18) Integral Piping System Construction Specifics (see List 18 below)	(19) Monitoring System Type (see List 19)	(20) Tank Disposal Method (see List 20)
4	955	A	X X / X X	U	D	M	N Y	N/A

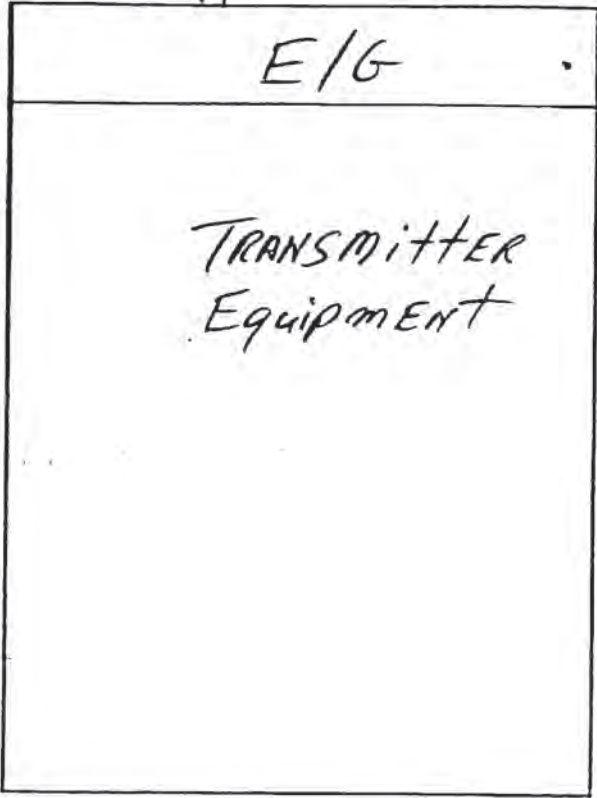
ENTER THE LETTERS WHICH APPLY TO EACH TANK IN THE BOXES ABOVE. WRITE ALL THAT APPLY.

List 14	List 17U UNDERground Tanks	List 17A ABOVEground Tanks	List 18 Integral Piping System has:	List 19 Monitoring system is:	List 20 Tank disposal method.
Tank contents are: A. leaded gasoline. B. unleaded gasoline. C. Alcohol enriched gasoline. D. diesel fuel. E. aviation fuel. Z. other.	Underground tank: A. has overfill protection. B. is interior lined. C. is painted/asphalted steel. D. is of unknown type. E. is fiberglass type. F. is fiberglass-clad steel. G. is sacrificial anode type. H. is impressed current type. I. is double walled. J. is concrete. K. is in secondary containment. N. is or has none of the above.	Aboveground tank: O. has overfill protection. P. is surrounded by impervious dike. Q. is surrounded by earth dike. R. rests on an impervious base. S. rests on a earth/gravel base. T. has interior lined bottom. U. is cathodically protected. V. is built of/coated with corrosion resistant materials. W. is supported above the soil. Z. is or has none of the above.	Integral Piping System has: A. no parts in contact with the soil. Parts contacting the soil which are: B. unprotected metal. C. built of corrosion resistant materials. D. corrosion resistant coated. E. cathodically protected. F. double-walled. G. within a secondary containment. H. interior lined. M. none of the above.	Monitoring system is: A. automatically sampled well(s). B. manually sampled well(s). C. groundwater monitoring plan. D. SPCC plan. E. well/detector in secondary containment. F. in-ground detector tank. G. within wall of double-walled tank. H. continuous in piping. I. not required. N. none of the above.	Tank disposal method: A. Filling. B. Removal. C. Retooling. F. Other.

X FMR

GAS 955 GALS

#4



TPA-RTR

III



FDEP Tank File

Former Dobbs International (nka Gate Gourmet)

FAC ID No. 298628792



STATE OF FLORIDA  
 Department of Environmental Regulation  
 STORAGE TANK NOTIFICATION FORM  
 Form 17-61.090 (3)

RECEIVED

APR 26 1989

STORAGE TANK  
 REGULATION

PLEASE PRINT OR TYPE

(1) DER facility number (if known) 298628792 (2) County Code 29  
 (3) Original registration \_\_\_\_\_ data revision \_\_\_\_\_  
 (4) Facility type (see code list (4) on back) \_\_\_\_\_

Tank(s)  
 Location

(5) Facility name Dobbs International  
 Street address/city/state/zip \_\_\_\_\_  
2404 N. Westshore  
 Mailing address/city/state/zip Tampa Fla. 33607

Same

(6) Operator \_\_\_\_\_ Telephone # ( ) \_\_\_\_\_  
 New operator date (only for change of operator) 7/1

(7) Company/person owning tank(s) and piping Dobbs International  
 Company address/city/state/zip \_\_\_\_\_  
Same as above

Contact person Luther Thweatt Telephone # (813) 276-3703  
 New owner date (only for change of owner) 1/1

(8) Location (if available): Latitude ° ' " Longitude ° ' "  
 Section \_\_\_\_\_ Township \_\_\_\_\_ Range \_\_\_\_\_

PLEASE FILL OUT ONE LINE FOR EACH TANK WITH CODES LISTED ON BACK

Fill out columns (9) through (16) for tanks in use, and (17) through (19)  
 for tanks out of use

(9)	(10)	(11)	(12)	(13)	(14)	(15)	(16)	(17)	(18)	(19)
1	3000	A	app 1975	U	C	B	B	B	-	3-88
2	3000	B	" 1975	U	C	B	B	B	-	3-88

17, 18, 19 for tanks  
 retrofitted, removed  
 abandoned, etc.

(20) Gaspar J. Monte (Monte Pet. Cont. Inc) DPR # PTC 000 161  
 Pollutant Storage System Specialty Department of Professional Regulation  
 Contractor Name Certificate Number  
 For new tank installation or tank removal

To the best of my knowledge and belief all information submitted on this form is true, accurate and complete.

X Luther Thweatt-General Manager  
 Print name and title of owner, operator  
 or authorized person

Luther Thweatt 4-24-89  
 Signature Date

NOTE: PUT "X" IF ANSWER IS UNKNOWN. This form may be reproduced. For each tank whether in use or out of use, use one row across. Use more than one letter per column, if applicable. When a mixture of several hazardous substances is stored in one tank, enter the name of the substance of greatest quantity. Provide a sketch of tank location in reference to a stationary structure. The tank number on the sketch must agree with the number on the form. Attach extra pages if necessary and write your facility number, if known, or name and address, exactly as it appears on the form.

INFORMATION CODE LIST

List (4)	List (9)	List (10)	List (11)	List (12)	List (13)
Facility Type	Tank Number	Tank Size Gallons	Tank contents are:	Tank Installation Date/Month/Year	Underground or Aboveground (write U or A)
A. service station			A. leaded gasoline		
B. residence			B. unleaded gasoline		
C. business (no fuel sold)			C. unleaded gasohol		
D. bulk petroleum storage			D. vehicular diesel		
E. industrial plant			F. aviation gas	<u>No skid or portable tanks</u>	
F. federal government (give GSA#)			G. jet fuel		
G. state government			H. concrete		
H. local government			I. sand		
I. collection station			K. kerosene		
K. bulk chemical storage			L. used (waste) oil		
L. chemical user facility			M. diesel (boilers & generators)		
M. agricultural facility			N. leaded gasohol		
N. facility on Indian land.			O. new oil		
S. small user facility			P. pesticide (write in name) _____		
T. terminal facility/marina			R. ammonia compound (write in name) _____		
			S. chlorine compound (write in name) _____		
			V. hazardous substance (write in name or Chemical Abstract Service (CAS) number _____		
			W. water		
			Z. other (write in name) _____		

List (14) U

- Underground tank
- A. has overflow protection
- B. is interior lined
- C. is painted/asphalted steel
- D. is of unknown type
- E. is fiberglass type
- F. is fiberglass-clad steel
- G. is sacrificial anode type
- H. is impressed current type
- I. is double walled
- K. is in secondary containment
- L. compartmented

List (14) A

- Aboveground tank
- M. is double-walled
- P. is surrounded by impervious dike
- Q. is surrounded by earth dike
- R. rests on an impervious base
- S. rests on an earth/gravel base
- T. has interior lined bottom
- U. is cathodically protected
- V. is built of/coated with corrosion resistant material
- W. is supported above the soil

List (15)

- Integral piping system has:
- A. no parts in contact with the soil
- Parts contacting the soil which are:
- B. galvanized or unprotected metal
- C. built of corrosion resistant metal
- D. corrosion resistant coated
- E. cathodically protected
- F. double-walled
- G. within a secondary containment
- H. interior lined

List (16)

- Monitoring system is:
- A. automatically sampled well(s)
- B. manually sampled well(s)
- C. groundwater monitoring plan
- D. SPCC plan
- E. well/detector in secondary containment
- F. in-ground detector
- G. within walls of double-wall tank
- H. continuous in piping
- I. not required

List (17)

- Tank disposal method
- A. abandoned in place, filled w/sand or concrete
- B. removed from site
- C. retrofitted
- F. abandoned in place, but not filled w/sand or concrete

List (18)

Gallons Left

List (19)

Date Abandoned Month/Year

DER approved alternate procedure(s), if applicable:

*original to*

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

MAIL TO: DER Stationary Tank Registration  
2600 Blair Stone Road  
Tallahassee, Florida 32399-2400

E

DATA ENTERED

Department of Environmental Regulation  
FEDERAL/STATE STORAGE TANK NOTIFICATION FORM  
Form 17-1.218(5)  
NOV 16 1986

V

PLEASE PRINT OR TYPE

- (1) DER Facility number (if known) 29862872 (2) County code 29-
- (3) This information is: original  data revision
- (4) Facility type (see code list (4) on back) C

(5) Facility name Dobbs Intl Services, Inc.  
 Street address/city/state/zip New Tampa Intl Airport  
3404 N Westshore Blvd Tampa, FL 33622

(6) Operator same Telephone # ( ) \_\_\_\_\_  
 Mailing address/city/state/zip same  
 New Operator date (only for change of Operator) \_\_\_/\_\_\_/\_\_\_

(7) Company/Person owning tank(s) and piping Dobbs Intl Services, Inc.  
 Company address/city/state/zip 5100 Poplar Ave Memphis, TN 38137  
 Contact Person Luther Shueatt Telephone # (901) 766-3600  
 New Owner date (only for change of Owner) \_\_\_/\_\_\_/\_\_\_

(8) Location (optional): Latitude \_\_\_° \_\_\_' \_\_\_" Longitude \_\_\_° \_\_\_' \_\_\_"  
 Section \_\_\_ Township \_\_\_ Range \_\_\_

(9) Do you have any DER non-registered aboveground tanks holding any of these substances at your facility? Yes \_\_\_ No \_\_\_

PLEASE FILL OUT ONE LINE FOR EACH TANK WITH CODES LISTED ON BACK

Fill out columns (10) through (17) for tanks in use, and (10) through (19) for tanks out of use

(10)	(11)	(12)	(13)	(14)	(15)	(16)	(17)	(18)	(19)
1.	3000	A	XX/76	C	Y	Y	PE	100	06/83
2.	3000	A	XX/76	C	Y	X	PT	100	06/83

to be removed " " "

To the best of my knowledge and belief all information submitted on this form is true, accurate and complete.

Print name and title of owner, operator or authorized person \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

NOTE: PUT X IF ANSWER IS UNKNOWN. This form may be reproduced. For each tank, whether in use or out of use, use one row across. Use more than one letter per column, if applicable. When a mixture of several hazardous substances is stored in one tank, enter the name of the substance of greatest quantity. Provide a sketch of tank location in reference to a stationary structure. The tank number on the sketch must agree with the number on the form. Attach extra pages if necessary and write your facility number, if known, or name and address, exactly as it appears on the form.

INFORMATION CODE LIST

<u>List (4)</u>	<u>List (10)</u>	<u>List (11)</u>	<u>List (12)</u>	<u>List (13)</u>	<u>List (14)</u>
Facility Type	Tank Number	Tank Size. Gallons.	Tank Content	Tank Installation Date. Month/Year	Underground Tanks
A. service station.			A. leaded gasoline.		A. has overfill protection.
B. residence.			B. unleaded gasoline.		B. is interior lined.
C. business.			C. unleaded gasohol.		C. is painted/asphalted steel
D. bulk petroleum storage.			D. vehicular diesel.		D. is of unknown type.
E. industrial plant.			E. aviation fuel.		E. is fiberglass type.
F. federal government (give GSA#).			F. aviation gas.		F. is fiberglass clad steel.
G. state government.			G. jet fuel.		G. is sacrificial anode type.
H. local government.			H. concrete.		H. is impressed current type.
I. collection station.			I. sand.		I. is double walled.
K. bulk chemical storage.			J. empty.		J. is concrete.
L. chemical user facility.			K. kerosene.		K. in secondary containment.
M. agricultural facility.			L. used (waste) oil.		L. is other type (specify).
N. facility on Indian land.			M. diesel (boilers & generators)		
S. small user facility.			N. leaded gasohol.		
			O. new oil.		
			V. hazardous substance (write in name or chemical abstract service (CAS) number.		
			W. water.		
			Z. other (specify).		

List (15)

Integral Piping System has:

- A. no parts in contact with the soil.
- Parts contacting the soil which are:
- B. unprotected metal.
- C. built of corrosion resistant materials.
- D. corrosion resistant coated.
- E. cathodically protected.
- F. double walled.
- G. within a secondary containment.
- H. interior lined.

List (18)

Gallons Left

List (16)

Monitoring System is:

- A. automatically sampled well(s).
- B. manually sampled well(s).
- C. groundwater monitoring plan.
- D. SPCC plan.
- E. well/detector in secondary containment.
- F. inground detector.
- G. within walls of doublewalled tank.
- H. continuous in piping.
- I. not required.

List (19)

Date of Last Use. Month/Year

List (17)

Tank Status

- Petroleum Tanks:
- A. filled.
- B. removed.
- C. retrofitted.
- F. abandoned.
- Hazardous Substance Tanks:
- P. permanently out of use.
- T. temporarily out of use.
- V. brought into use after 5/8/86.

KEEP A COPY OF THIS FORM AND SKETCH FOR YOUR FILES

# Notification for Underground Storage Tanks

FORM APPROVED  
OMB NO. 2050-0049  
APPROVAL EXPIRES 6-30-88

FOR  
TANKS  
IN

RETURN  
COMPLETED  
FORM  
TO

I.D. Number

STATE USE ONLY

Date Received

## GENERAL INFORMATION

Notification is required by Federal law for all underground tanks that have been used to store regulated substances since January 1, 1974, that are in the ground as of May 8, 1986, or that are brought into use after May 8, 1986. The information requested is required by Section 9002 of the Resource Conservation and Recovery Act, (RCRA), as amended.

The primary purpose of this notification program is to locate and evaluate underground tanks that store or have stored petroleum or hazardous substances. It is expected that the information you provide will be based on reasonably available records, or, in the absence of such records, your knowledge, belief, or recollection.

**Who Must Notify?** Section 9002 of RCRA, as amended, requires that, unless exempted, owners of underground tanks that store regulated substances must notify designated State or local agencies of the existence of their tanks. Owner means—

(a) in the case of an underground storage tank in use on November 8, 1984, or brought into use after that date, any person who owns an underground storage tank used for the storage, use, or dispensing of regulated substances, and

(b) in the case of any underground storage tank in use before November 8, 1984, but no longer in use on that date, any person who owned such tank immediately before the discontinuation of its use.

**What Tanks Are Included?** Underground storage tank is defined as any one or combination of tanks that (1) is used to contain an accumulation of "regulated substances," and (2) whose volume (including connected underground piping) is 10% or more beneath the ground. Some examples are underground tanks storing: 1. gasoline, used oil, or diesel fuel, and 2. industrial solvents, pesticides, herbicides or fumigants.

**What Tanks Are Excluded?** Tanks removed from the ground are not subject to notification. Other tanks excluded from notification are:

1. farm or residential tanks of 1,100 gallons or less capacity used for storing motor fuel for noncommercial purposes;
2. tanks used for storing heating oil for consumptive use on the premises where stored;
3. septic tanks;

4. pipeline facilities (including gathering lines) regulated under the Natural Gas Pipeline Safety Act of 1968, or the Hazardous Liquid Pipeline Safety Act of 1979, or which is an intrastate pipeline facility regulated under State laws;

5. surface impoundments, pits, ponds, or lagoons;

6. storm water or waste water collection systems;

7. flow-through process tanks;

8. liquid traps or associated gathering lines directly related to oil or gas production and gathering operations;

9. storage tanks situated in an underground area (such as a basement, cellar, mineworking, drift, shaft, or tunnel) if the storage tank is situated upon or above the surface of the floor.

**What Substances Are Covered?** The notification requirements apply to underground storage tanks that contain regulated substances. This includes any substance defined as hazardous in section 101 (14) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA), with the exception of those substances regulated as hazardous waste under Subtitle C of RCRA. It also includes petroleum, e.g., crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute).

**Where To Notify?** Completed notification forms should be sent to the address given at the top of this page.

**When To Notify?** 1. Owners of underground storage tanks in use or that have been taken out of operation after January 1, 1974, but still in the ground, must notify by May 8, 1986. 2. Owners who bring underground storage tanks into use after May 8, 1986, must notify within 30 days of bringing the tanks into use.

**Penalties:** Any owner who knowingly fails to notify or submits false information shall be subject to a civil penalty not to exceed \$10,000 for each tank for which notification is not given or for which false information is submitted.

## INSTRUCTIONS

Please type or print in ink all items except "signature" in Section V. This form must be completed for each location containing underground storage tanks. If more than 5 tanks are owned at this location, photocopy the reverse side, and staple continuation sheets to this form.

Indicate number of continuation sheets attached

0

### I. OWNERSHIP OF TANK(S)

Owner Name (Corporation, Individual, Public Agency, or Other Entity)

Dobbs International Services, Inc.

Street Address

5100 Poplar Avenue

County

Shelby

City

Memphis

State

TN

ZIP Code

38137

Area Code

901

Phone Number

766-3600

Type of Owner (Mark all that apply )

Current

State or Local Gov't

Private or Corporate

Former

Federal Gov't (GSA facility I.D. no. \_\_\_\_\_)

Ownership uncertain

### II. LOCATION OF TANK(S)

(If same as Section I, mark box here )

Facility Name or Company Site Identifier, as applicable

Dobbs International Services, Inc.

Street Address or State Road, as applicable

New Tampa International Airport

County 2404 N. Westshore Blvd.

City (nearest)

Tampa

State

FL

ZIP Code

33622

Indicate number of tanks at this location

2

Mark box here if tank(s) are located on land within an Indian reservation or on other Indian trust lands

### III. CONTACT PERSON AT TANK LOCATION

Name (If same as Section I, mark box here )

Luther Thweatt

Job Title

General Manager

Area Code

813

Phone Number

883-3700

### IV. TYPE OF NOTIFICATION

Mark box here only if this is an amended or subsequent notification for this location.

### V. CERTIFICATION (Read and sign after completing Section VI.)

I certify under penalty of law that I have personally examined and am familiar with the information submitted in this and all attached documents, and that based on my inquiry of those individuals immediately responsible for obtaining the information, I believe that the submitted information is true, accurate, and complete.

Name and official title of owner or owner's authorized representative

Luther Thweatt - General Manager

Signature

Date Signed

5-2-86

CONTINUE ON REVERSE SIDE

VI. DESCRIPTION OF UNDERGROUND STORAGE TANKS (Complete for each tank at this location.)

Tank Identification No. (e.g., ABC-123), or Arbitrarily Assigned Sequential Number (e.g., 1,2,3..)	Tank No. 1	Tank No. 2	Tank No.	Tank No.	Tank No.	
<b>1. Status of Tank</b> (Mark all that apply <input checked="" type="checkbox"/> ) Currently in Use Temporarily Out of Use Permanently Out of Use Brought into Use after 5/8/86	<input type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
<b>2. Estimated Age (Years)</b>	10	10				
<b>3. Estimated Total Capacity (Gallons)</b>	3000	3000				
<b>4. Material of Construction</b> (Mark one <input checked="" type="checkbox"/> ) Steel Concrete Fiberglass Reinforced Plastic Unknown Other, Please Specify	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> _____	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> _____	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> _____	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> _____	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> _____	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> _____
<b>5. Internal Protection</b> (Mark all that apply <input checked="" type="checkbox"/> ) Cathodic Protection Interior Lining (e.g., epoxy resins) None Unknown Other, Please Specify	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/> _____	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/> _____	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> _____	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> _____	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> _____	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> _____
<b>6. External Protection</b> (Mark all that apply <input checked="" type="checkbox"/> ) Cathodic Protection Painted (e.g., asphaltic) Fiberglass Reinforced Plastic Coated None Unknown Other, Please Specify	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/> _____	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/> _____	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> _____	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> _____	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> _____	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> _____
<b>7. Piping:</b> (Mark all that apply <input checked="" type="checkbox"/> ) Bare Steel Galvanized Steel Fiberglass Reinforced Plastic Cathodically Protected Unknown Other, Please Specify	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/> _____	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/> _____	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> _____	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> _____	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> _____	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> _____
<b>8. Substance Currently or Last Stored in Greatest Quantity by Volume</b> (Mark all that apply <input checked="" type="checkbox"/> ) a. Empty b. Petroleum Diesel Kerosene Gasoline (including alcohol blends) Used Oil Other, Please Specify c. Hazardous Substance Please Indicate Name of Principal CERCLA Substance OR Chemical Abstract Service (CAS) No. Mark box <input checked="" type="checkbox"/> if tank stores a mixture of substances d. Unknown	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> _____ <input type="checkbox"/> _____ <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> _____ <input type="checkbox"/> _____ <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> _____ <input type="checkbox"/> _____ <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> _____ <input type="checkbox"/> _____ <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> _____ <input type="checkbox"/> _____ <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> _____ <input type="checkbox"/> _____ <input type="checkbox"/> <input type="checkbox"/>
<b>9. Additional Information (for tanks permanently taken out of service)</b> a. Estimated date last used (mo/yr) b. Estimated quantity of substance remaining (gal.) c. Mark box <input checked="" type="checkbox"/> if tank was filled with inert material (e.g., sand, concrete)	<u>6/83</u> <u>100 gal.</u> <input checked="" type="checkbox"/>	<u>6/83</u> <u>100 gal.</u> <input checked="" type="checkbox"/>	<u>1</u> <u>To be removed</u> <input type="checkbox"/>	<u>1</u> <u>To be removed</u> <input type="checkbox"/>	<u>1</u> <u>To be removed</u> <input type="checkbox"/>	

## STORAGE TANKS & CONTAMINATION MONITORING

### Storage Tank Contaminated Facility Name & Address Search

**Facility ID#:** [8628792](#)  
**Name:** Dobbs Intl Services Inc  
 2404 N Westshore Blvd  
 Tampa, FL 33607-5715  
**Contact:** Dobbs Intl Services Inc  
**Phone:**  
**Account Owner:** Dobbs Intl Services Inc

**District:** SWD  
**County:** 29 - Hillsborough  
**Type:** C - Fuel User/Non-Retail  
**Status:** Closed  
**Latitude:** 27:57:51.2450  
**Longitude:** 82:31:29.6170  
**LL Method:** DPPO - Address Matching

Tank#	Size	Content	Installed	Placement	Status	Construction	Piping	Monitoring
1	3000	Leaded Gas	07/01/1976	UNDER	Removed from Site			
2	3000	Unleaded Gas	07/01/1976	UNDER	Removed from Site			

\*\*\*\*Note:  
 Construction, Piping, and Monitoring Info not shown for CLOSED tanks  
 (Status A: Closed in Place, B: Removed from the site).



## Appendix 3



APTIM  
725 US Highway 301 South  
Tampa, Florida 33619  
Tel: +1 813 612 3600  
Fax: +1 813 626 1663  
www.APTIM.com

January 25, 2021

Mr. Keith Fleming, P.G.  
Senior Manager, Environmental Services  
Hillsborough County Aviation Authority  
PO Box 22287  
Tampa, Florida 33622

**Re: Baseline Soil Screening Report  
Jet ICU Facility  
North Side of Airport Service Road and West of Westshore Boulevard  
Tampa, Hillsborough County, FL  
Work Order #21-06**

Dear Mr. Fleming:

APTIM Environmental & Infrastructure, LLC. (APTIM) performed work in accordance with Work Order #21-06. Enclosed, please find tables containing field data of all soil borings advanced at the Jet ICU Facility and a map with the location of each soil boring.

On January 21 and 22, 2021, an APTIM field scientist advanced a total of thirteen (13) soil borings around the future Jet ICU Facility property, located on the north side of Airport Service Road and west of Westshore boulevard. All borings were installed to approximately 4 feet below surface (ft bls) via stainless-steel hand auger, and screening samples were collected at 0.5 ft bls, 2 ft bls, and 4 ft bls for visual inspection and field screening with an organic vapor analyzer (OVA) equipped with a photo-ionization detector (PID). Equipment was decontaminated between locations in accordance with FDEP's SOP-001/01 FC 1000. Decontamination fluids were placed on a paved surface in accordance with FDEP SOP PCS-006. The borings were backfilled with the native soil.

As shown on the attached **Table 1**, no OVA net responses were detected above 0 parts per million (ppm). Soil boring locations are depicted on the attached **Figure 2** and global positioning system (GPS) coordinates for each boring are listed on **Table 2**. The proposed hanger and site layout were provided by the Hillsborough County Aviation Authority on Preliminary Layout Plan -5, dated October 27, 2020 and prepared by A Civil Design Group, LLC.

The services described in this report were performed consistent with generally accepted professional consulting principles and practices. No other warranty, express or implied, is made. These services were performed consistent with our agreement with our client. This report is solely for the use and information of our client, unless otherwise noted. Any reliance on this report by a third party is at such party's sole risk.

Opinions and recommendations contained in this report apply to conditions existing when services were performed and are intended only for the client, purposes, locations, timeframes, and project parameters indicated. APTIM is not responsible for the impacts of any changes in environmental standards, practices, or regulations subsequent to performance of services. APTIM does not warrant the accuracy of information supplied by others, nor the use of segregated portions of this report.



APTIM appreciates the opportunity to support HCAA with this matter. In the event revisions or clarifications are necessary please contact Donald Lewis at Donald.L.Lewis@aptim.com or (813) 612-3653.

Sincerely,

**APTIM Environmental & Infrastructure, LLC.**

A handwritten signature in blue ink that reads "Jessica Jordan".

Jessica Jordan  
Project Scientist

A handwritten signature in blue ink that reads "Donald L. Lewis".

Donald L. Lewis, PE  
Project Manager

Attachments:      Table 1: Soil Data Summary  
                         Table 2: Boring GPS Coordinates  
                         Figure 2: Boring Location Map

cc:            Project File

## TABLE 1: SOIL DATA SUMMARY

Facility Name: Jet ICU Facility  
HCAA WO No.: 21-06

Sample				PID OVA Reading	Soil Description
ID Number	Date	Approx. Depth to Water (feet)	Sample Interval (ft bls)	Net Reading (ppm)	
SB-1	03/12/20	>4	0.5	0.0	SM; DK BROWN; DRY
			2.0	0.0	SM; GRAY; DRY
			4.0	0.0	SM; DK GRAY; DRY
SB-2	01/22/21	>4	0.5	0.0	LS FILL; GRAY/WHITE LOOSE ROCK; DRY
			2.0	0.0	SM; BROWN; DRY
			4.0	0.0	SM; BROWN; DRY
SB-3	01/21/21	>4	0.5	0.0	SW; WHITE ROAD BASE; DRY
			2.0	0.0	SM; GRAY; DRY
			4.0	0.0	SM; RED/BROWN; DRY
SB-4	01/21/21	>4	0.5	0.0	SM; DK GRAY; ORGANIC MATERIAL; DRY
			2.0	0.0	SM; GRAY; DRY
			4.0	0.0	SM; BROWN; DRY
SB-5	01/21/21	>4	0.5	0.0	SM; DK GRAY; LOOSE ROCK; DRY
			2.0	0.0	SM; GRAY; DRY
			4.0	0.0	SM; RED/BROWN; MOIST
SB-6	01/21/21	>4	0.5	0.0	SM; DK BROWN; ORGANIC MATERIAL; DRY
			2.0	0.0	SM; GRAY; DRY
			4.0	0.0	SM; BROWN/RED; DRY
SB-7	01/21/21	>4	0.5	0.0	LS FILL; WHITE LOOSE ROCK; DRY
			2.0	0.0	SM; GRAY; DRY
			4.0	0.0	SM; BROWN/RED; DRY
SB-8	01/21/21	>4	0.5	0.0	SM; DK BROWN; ORGANIC MATERIAL; DRY
			2.0	0.0	SM; GRAY; DRY
			4.0	0.0	SM; BROWN; DRY
SB-9	01/22/21	>4	0.5	0.0	SM; GRAY; ORGANIC MATERIAL; DRY
			2.0	0.0	SM; BROWN; DRY
			4.0	0.0	SM; BROWN; DRY
SB-10	01/22/21	>4	0.5	0.0	SM; DARK GRAY; LOOSE ROCK; DRY
			2.0	0.0	SM; DARK GRAY; DRY
			4.0	0.0	SM; BROWN; DRY
SB-11	01/22/21	>4	0.5	0.0	LS FILL; WHITE ROAD BASE; DRY
			2.0	0.0	SM; BROWN; DRY
			4.0	0.0	SM; TAN; DRY
SB-12	01/22/21	>4	0.5	0.0	SM; BROWN; DRY
			2.0	0.0	SM; LT BROWN; DRY
			4.0	0.0	SM; GRAY; DRY
SB-13	01/22/21	>4	0.5	0.0	SM; DK GRAY; LOOSE ROCK; DRY
			2.0	0.0	SM; DK GRAY; DRY
			4.0	0.0	SM; BROWN; DRY

**Notes:**  
 ft bls = feet below land surface  
 OVA = organic vapor analyzer  
 PID = photo-ionization detector  
 ppm = parts per million  
 NA = not encountered

## TABLE 2: BORING GPS COORDINATES

Facility Name: Jet ICU Facility  
HCAA WO No.: 21-06

LOCATION	DATE	BORING	LATITUDE	LONGITUDE
Jet ICU Facility	01/21/21 & 1/22/21	SB-1	27° 57' 46.80" N	82° 31' 35.14" W
		SB-2	27° 57' 50.72" N	82° 31' 34.03" W
		SB-3	27° 57' 50.85" N	82° 31' 35.08" W
		SB-4	27° 57' 51.67" N	82° 31' 34.18" W
		SB-5	27° 57' 51.76" N	82° 31' 35.04" W
		SB-6	27° 57' 52.34" N	82° 31' 33.97" W
		SB-7	27° 57' 52.71" N	82° 31' 34.85" W
		SB-8	27° 57' 53.10" N	82° 31' 33.29" W
		SB-9	27° 57' 52.67" N	82° 31' 32.37" W
		SB-10	27° 57' 51.29" N	82° 31' 32.73" W
		SB-11	27° 57' 50.20" N	82° 31' 32.67" W
		SB-12	27° 57' 49.66" N	82° 31' 33.50" W
		SB-13	27° 57' 51.08" N	82° 31' 33.01" W



Legend

- ❖ Proposed JetICU lease boundary
- 1. Former FAA Transmitter Tank Location (298731729)
- 2. Former Dobbs [NKA Gate Gourmet] Tank Location (298628792)
- Soil Boring Location

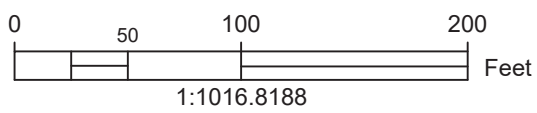


Figure 2  
Soil Boring  
Location Map