NON-EXCLUSIVE LICENSE AGREEMENT

То

TAMPA ELECTRIC COMPANY

Skyway Substation Transmission Line Relocation

Prepared by:

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

NON- EXCLUSIVE LICENSE AGREEMENT

(Skyway Substation Transmission Line Relocation)

WHEREAS, the current circuit serving the Skyway Substation has reached the end of its useful life; and

WHEREAS, a significant portion of the Skyway Substation capacity serves Tampa International Airport; and

WHEREAS, the installation of Cypress to Skyway 69kV Underground Circuit (hereinafter referred to as "Underground Circuit") will improve the reliability of electrical service to Skyway Substation which services Tampa International Airport; and

WHEREAS, Underground Circuit will eliminate conflicts within the Runway Protection Zone (hereinafter referred to as "RPZ"); and

WHEREAS, there is no overhead alternative for replacement of the circuit.

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the HILLSBOROUGH COUNTY AVIATION AUTHORITY, a public body corporate existing under the laws of the State of Florida (hereinafter referred to as "Grantor") whose principal address is P.O. Box 22287, Tampa, Florida 33622, in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt of which is hereby acknowledged, does hereby grant to TAMPA ELECTRIC COMPANY, a Florida corporation, in Hillsborough County, Florida (hereinafter referred to as "Grantee") whose principal address is 702 N. Franklin Street, Tampa, Florida, 33602, and to its successors and assigns, a non-exclusive license agreement (hereinafter referred to as "License") to install, construct, operate, repair, maintain, and remove such underground improvements, lines of wire, cables, internal data transmission and internal communication facilities supporting structures and necessary appurtenances (hereinafter collectively referred to as the "Utility Purpose") necessary for Grantee to serve the substation commonly known as Skyway (hereinafter referred to as "Facilities"), together will full right of ingress, egress and access on, in, under, across and through a parcel of real estate located in the City of Tampa, Hillsborough County, Florida as more particularly described as follows:

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

- 1. The above recitals are true and correct and are incorporated herein.
- 2. <u>Use.</u> Grantee's use of the Licensed Property shall be at all times in compliance with all federal, state, and local laws, regulations, ordinances, statutes, and Grantor's procedures, rules, policies, and operating directives which shall be made available to Grantee for review. It is further agreed that:
 - a. Grantee hereby agrees that it and its successors and assigns shall protect the rights and interests of the public in Tampa International Airport and prevent any use of the Licensed Property which would interfere with or adversely affect the operation or maintenance of Tampa International Airport or otherwise constitute an airport hazard under Federal Aviation Regulations, Part 77, and the Grantor's height zoning regulations.
 - b. Grantee agrees not to build any structures or make any improvements or modifications on the Licensed Property, which are inconsistent with the terms of this License and without first notifying and obtaining written approval from Grantor.

- c. Grantee agrees that Grantor has absolute jurisdiction and control over the Licensed Property and Grantee shall not grant or convey by permit or otherwise any right of use of the Licensed Property to any other individual, entity or utility.
- d. Grantee will be solely responsible for all costs associated with all maintenance, repair and operation of all Facilities on the Licensed Property.
- 3. Reservation of Rights. Grantor reserves the following rights and privileges unto itself and its successors and assigns:
 - a. For the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Licensed Property, together with the right to cause in said airspace such noise as may be inherent in the operations of aircraft, now known or hereinafter used, for navigation of or flight in the said airspace and for use of said airspace for landing on, taking off from, or operating on Tampa International Airport.
 - b. To restrict the height of structures, objects of natural growth, and other obstructions on the Licensed Property to such a height so as to comply with Federal Aviation Regulations, Part 77 and Grantor's Height Zoning Regulations.
 - c. To prevent any use of the Licensed Property which would interfere with the landing or takeoff of aircraft at Tampa International Airport or air navigation and/or communication facilities serving Tampa International Airport, or otherwise constitute an airport hazard.
 - d. To install landscaping, irrigation, and/or fencing on or within the Licensed Property provided that such landscaping, irrigation, and/or fencing does not directly interfere with the operation and maintenance of the Facilities.
 - e. To grant licenses to other parties on or within the Licensed Property provided that such licenses do not directly interfere with the operation and maintenance of the Facilities.
 - f. To require the relocation of the License and the Facilities in whole or in part for any airport or aviation project, purpose, or plan initiated or sponsored by Grantor. Within nine months after receipt of written notice from Grantor, Grantee shall commence to relocate its Facilities in whole or in part. If such relocation is the result of an airport project or purpose, the cost of such relocation shall be at the expense of Grantor. Any relocation of the Facilities as a result of any reason or purpose other than for an airport or aviation project, purpose, or plan initiated or sponsored by Grantor, shall be at Grantee's sole cost and expense. Upon relocation, the vacated portion of the Licensed Property will be released and conveyed back to Grantor by Grantee. If applicable, the site of the relocated Facilities will be conveyed by Grantor to Grantee by license.
- 4. <u>Indemnification</u>. Grantee hereby agrees that it will to the maximum extend allowed by law, indemnify and hold harmless Grantor from any claims, actions, causes of action, suits in equity, demands, judgments, liabilities, losses, suits, interests, fines, penalties, damages, losses of use, costs, or expenses, including reasonable attorney's fees, brought or made for or on account of any injuries or damages received or sustained by any person or property, arising out of, occasioned by, or in connection with Grantee's operation, use or repair of the Facilities.
- 5. Repair by Grantee. Grantee will be responsible for returning any excavated areas to finish grade and in accordance with Federal Aviation Administration specifications; restoring any pavement that is disturbed to the quality of pavement that meets the minimum standard for public streets in the City of Tampa; and restoring any airfield pavement that is disturbed to the quality of pavement that meets the minimum standards for airfield pavement by the Federal Aviation Administration.

- 6. <u>Underground Facility Damage Prevention and Safety Act</u>. Grantee acknowledges that under the Underground Facility Damage Prevention and Safety Act (Chapter 556, Fla. Stat), Grantee is obligated to notify Sunshine State One-Call of Florida, Inc. of its intent to engage in excavation or demolition prior to commencing any work and that this notification system shall provide member operations an opportunity to identify and locate if applicable, their underground facilities prior to said excavation of demolition. In the event Grantee fails to provide notice as set forth above, Grantee may be held responsible for costs and expenses incurred due to damage caused thereby.
- 7. <u>Term</u>: This License shall commence on the date first written above and may be terminated by Grantor with sixty (60) days written notice at such time as the Facilities referenced herein are no longer used by the Grantee for the Utility Purpose.
- 8. <u>Civil Rights</u>: Grantee, with regard to the work performed by it under the License, 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. Grantee will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21. During the performance of this license, Grantee, for itself, its assignees, and successors in interest agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:
 - a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
 - b. 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
 - c. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
 - d. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
 - e. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
 - f. Airport and Airway Improvement Act of 1982, (49 USC § 471), as amended, generally and section 47123, specifically (prohibits discrimination based on race, creed, color, national origin, or sex) and all regulations promulgated by the Secretary of Transportation thereunder;
 - g. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
 - h. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38:
 - The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex) and all regulations

promulgated by the Secretary of Transportation thereunder;

- j. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- k. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, Grantee must take reasonable steps to ensure that LEP persons have meaningful access to Contractor's programs (70 Fed. Reg. at 74087 to 74100); and
- Title IX of the Education Amendments of 1972, as amended, which prohibits Grantee from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).
- 9. <u>Notice</u>. Notices pursuant hereto shall be deemed validly given, served, or delivered, three (3) business days after deposit in the United States mail, certified and with proper postage and certified fee prepaid, or one (1) business day after deposit with another delivery system providing verifiable tracking documentation, and addressed as follows:

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

To Grantee: Tampa Electric Company 702 N. Franklin Street Tampa, Florida 33602 Attn: Legal Dept.

Or to such other address as either party may designate in writing by notice to the other party delivered in accordance with the provisions of this Section.

- 10. <u>Entire Agreement</u>. This License constitutes the entire agreement and understanding between the parties with respect to the subject matter hereof. This License may not be changed, altered, or modified except by an instrument in writing signed by the party against whom enforcement of such change would be sought. This License shall be binding upon the parties hereto and their respective successors and assigns.
- 11. Either party may record this Agreement in the public records of Hillsborough County.

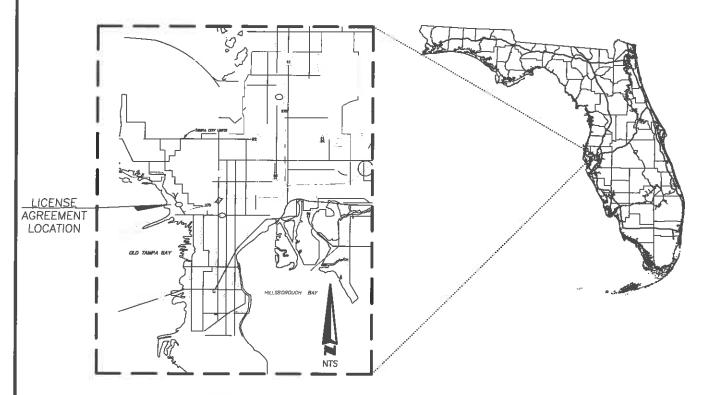
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IN WITNESS WHEREOF, the parties hereto h	ave set their hands and corporate seals on this day		
of, 2018.			
ATTEST:	HILLSBOROUGH COUNTY AVIATION AUTHORITY		
	Ву:		
Victor D. Crist, Secretary Address: P. O. Box 22287 Tampa, FL 33622	Robert I. Watkins, Chairman Address: P. O. Box 22287 Tampa, FL 33622		
Signed, sealed, and delivered in the presence of:			
Witness Signature	LEGAL FORM APPROVED:		
	Ву:		
Print Name	By: Michael Kamprath Assistant General Counsel		
Witness Signature			
Print Name			
HILLSBOROUGH COUNTY AVIATION AUTH	<u>ORITY</u>		
STATE OF FLORIDA			
COUNTY OF HILLSBOROUGH			
	ledged before me this day of, 2018, by		
Robert I. Watkins in the capacity of Chairman	, and by Victor D. Crist in the capacity of Secretary, of the		
Board of Directors, Hillsborough County Aviati	on Authority, a public body corporate under the laws of the		
State of Florida, on its behalf. They are persor	nally known to me and they did not take an oath.		
(Stamp or seal of Notary)	Signature of Notary		
	Type or print name of Notary		
	Date of Commission Expiration (if not on stamp or seal)		

TAMPA ELECTRIC COMPANY

	Ву:		
	Title:		
Witness Signature			
D. L. M.	Print Name		
Print Name			
	Print Address		
Witness Signature			
Print Name			
TAMPA ELECTRIC COMPANY			
STATE OF			
COUNTY OF			
	pefore me this day of apacity of (Individual's Title)		
(Name of organization or company, if any)	a(Corporation/Partnership/Sole Proprie	tor/Other)	
on its hehalf	and h	•	
On its behalf	and i	as produced	
(He is/She is) (personal	and h	as produced	
	lly known to me / <u>not</u> personally known to me)		
the following document of identification			
the following document of identification			

VICINITY MAP (NOT TO SCALE)



LEGEND & ABBREVIATIONS:

P.O.C.

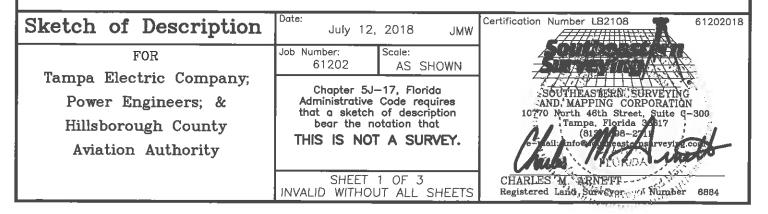
	-BFI -	= PROPOSED BURIED	P.C.	POINT OF CURVATURE
SEE SHEET 2 FOR DESCRIPTION FDE SEE SHEET 3 FOR SKETCH OF	DEL	ELECTRIC LINE PATH	P.C.C.	POINT OF COMPOUND
	FDEP	= FLORIDA DEPARTMENT OF		CURVATURE
		ENVIRONMENTAL PROTECTION	P.T.	POINT OF TANGENCY
	FDOT	— FLORIDA DEPARTMENT OF	R/W	RIGHT OF WAY
		TRANSPORTATION	NTS	NOT TO SCALE
	LB	= LICENSED BUSINESS	EL	= ELEVATION
	MHW	= MEAN HIGH WATER	ORB	FOR OFFICIAL RECORDS BOOK
	MLW	= MEAN LOW WATER	C.O.T.	= CITY OF TAMPA
	P.O.B.	= POINT OF BEGINNING	P.W.D.	PUBLIC WORKS DEPARTMENT

SURVEYOR'S REPORT:

1. Bearings shown hereon are based on the Southernmost line along the Right—of—Way of State Road 60 as described in Official Records Book 20189, Page 1189 being South 2013'42" East.

= POINT ON A CURVE

- 2. I hereby certify that the "Sketch of Description" of the above described property is true and correct to the best of my knowledge and belief as recently drawn under my direction and that it meets the Standards of Practice for Land Surveying Chapter 5J-17 requirements.
- 3. Vertical information shown hereon refers to Florida Department of Transportation Benchmark designated "BM L-309" have an elevation of 9.577 feet, North American Vertical Datum of 1988 (NAVD88).



DESCRIPTION:

A portion of land, Southwest of the Courtney Campbell Parkway (State Road 60) and South of Fish Creek, lying in Section 18, Township 29 South, Range 18 East, Hillsborough County, Florida being more particularly described as follows:

Commence at the Northwest corner of Section 18, Township 29 South, Range 18 East; thence South 01°00'16" West for 163.87 feet to a point on the Southerly right-of-way line of Courtney Campbell Parkway (State Road 60) per Florida Department of Transportation Right of Way Map W.P. Item/Seg. 255844 1; thence along said right-of-way line the following eighteen (18) courses, North 72°32'24" East, a distance of 117.63 feet; thence South 88°43'01" East, a distance of 116.73 feet to a point on a curve concave to the South; thence Easterly along the arc of said curve, having a radius of 1180.24 feet, a central angle of 02°52'25", an arc length of 59.19 feet and a chord bearing South 81°00'29" East, a distance of 59.19 feet to the point of compound curvature of a curve concave to the Southwest; thence Southeasterly along the arc of said curve, having a radius of 653.24 feet, a central angle of 27'30'20", an arc length of 313.60 feet and a chord bearing South 65'49'07" East, a distance of 310.59 feet; thence South 41°50'23" East, a distance 93.96 feet; thence South 27°20'20" East, a distance of 93.42 feet to a point on a curve concave to the Southwest; thence Southeasterly along the arc of said curve having a radius of 623.24 feet, a central angle of 15°18'27", an arc length of 166.51 feet and a chord bearing South 27°52'56" East, a distance of 166.01 feet; thence South 20°13'42" East, a distance of 114.79 feet; thence South 24°31'03" East, a distance of 125.12 feet to the Northernmost corner of the lands described in Official Records Book 4260, Page 313; thence continue South 24°31'03" East, a distance 75.44 feet; thence South 20°13'42" East, a distance of 600.00 feet; thence South 14°31'04" East, a distance of 100.50 feet; thence South 20°13'42" East, a distance of 441.22 feet; thence continue South 20°13'42" East, a distance of 33.13 feet to a point on a curve concave to the Northeast; thence Southeasterly along the arc of said curve, having a radius of 1480.18 feet, a central angle of 03°44'25", an arc length of 96.62 feet and a chord bearing South 19°57'02" East, a distance of 96.61 feet to the Southerly Mean High Water line of Fish Creek, having an elevation of 0.72 feet (North American Vertical Datum of 1988) as established by the Florida Department of Environmental Protection, Point Identification Number: 653 for the POINT OF BEGINNING; thence South 22'12'13" East, a distance of 19.80 feet; thence North 65'01'49" East, a distance of 20.00 feet to a point on a curve concave to the Northeast; thence Southeasterly along the arc of said curve, having a radius of 1460.18 feet, a central angle of 01°44'56", an arc length of 44.57 feet and a chord bearing South 25°50'40" East, a distance of 44.57 feet; thence leaving said Southerly right-of-way line South 22°17'09" East, a distance of 792.27 feet to the point of curvature of a curve concave to the Southwest; thence Southeasterly along said curve, having a radius of 5015.00 feet, a central angle of 01°25'10", an arc length of 124.25 feet and a chord bearing South 21°34'34" East, a distance of 124.25 feet; thence South 20°51'59" East, a distance of 2530.93 feet; thence North 83'09'52" East, a distance of 10.31 feet; thence South 20'51'59" East, a distance of 9.63 feet to the North right of way line of West Cypress Street; thence North 88*46'12" West, a distance of 7.66 feet along said North right of way line to the North—South Centerline of said Section 18 and the Westerly terminus of West Cypress Street as shown on the PROPOSED R/W FOR Cypress STREET, Book number 1966-17, file Number H-13-9, prepared by the City of Tampa Public Works Department; thence South 00°30'41" West, a distance of 50.00 feet along said North-South Centerline and Westerly terminus to said South Section line, being the Southwest corner of the Southeast Quarter of said Section 18 as shown on Florida Department of Transportation Right of Way Map W.P. Item/Seg. 255844 1; thence North 88'46'12" West, a distance of 23.08 feet along said South Section line to a point on a curve concave to the Northeast; thence departing said South Section line Northwesterly along said curve, having a radius of 35.00 feet, a central angle of 25'03'36", an arc length of 15.31 feet, and a chord bearing North 33°23'46" West, a distance of 15.19 feet; thence North 20°51'59" West, a distance of 35.92 feet; thence North 57°20'47" East, a distance of 10.22 feet; thence North 20°51'59" West, a distance of 2525.22 feet to a point of curvature of a curve concave to the Southwest; thence Northwesterly along said curve, having a radius of 4985.00 feet, a central angle of 01°25′10″, an arc length of 123.51 feet, and a chord bearing North 21°34′34″ West, a distance of 123.50 feet; thence North 22°17'09" West, a distance of 851.74 feet to the aforementioned Southerly Mean High Water line; thence North 39°42'27" East, a distance of 8.25 feet along said Mean High Water line to the POINT OF BEGINNING.

Containing 2.45 acres, more or less.



SOUTHEASTERN SURVEYING AND MAPPING CORPORATION 10770 North 46th Street, Suite C-300 Tampa, Florida 33617 (813) 898-2711 Certification Number LB2108

