

MAY 9 1972

RESOLUTION NO. R-72-267

RESOLUTION APPROVING LEASE BETWEEN  
GOLD COAST RADIO CLUB AND PALM BEACH  
COUNTY FOR THE PREMISES AT 3529 CHERRY  
LANE AT PALM BEACH INTERNATIONAL AIRPORT

WHEREAS, Palm Beach County owns buildings presently located at  
3529 Cherry Lane at Palm Beach International Airport; and

WHEREAS, said building is not needed for County purposes; and

WHEREAS, the Gold Coast Radio Club has applied to the Board of County  
Commissioners for a lease of the aforesaid property; and

WHEREAS, Gold Coast Radio Club is a non-profit organization that has  
been in existence since 1964, the purpose of which is to provide useful  
communications through the use of radio in times of need; and

WHEREAS, the Gold Coast Radio Club desires to lease this property  
from the County for the purpose of providing emergency communications  
service in Palm Beach County in times of need for the purposes of  
promoting community interest and welfare.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY  
COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA that the County-  
owned premises at 3529 Cherry Lane, Palm Beach International Airport  
be leased to the Gold Coast Radio Club for a period of one (1) year at the  
rental of One Dollar (\$1.00) per year for the purposes of promoting  
community interest and welfare by providing emergency radio communications  
in times of need and to assist the Civil Defense in activities and programs  
in Palm Beach County.

MAY 9 1972

The Chairman of the Board of County Commissioners is authorized to sign the attached lease, which is hereby approved.

The foregoing resolution was offered by Commissioner Lytal who moved its adoption. The motion was seconded by Commissioner Weaver, and upon being put to a vote, the vote was as follows:

ROBERT F. CULPEPPER	Aye
LAKE LYTAL	Aye
B. W. WEAVER	Aye
GEORGE V. WARREN	Aye
ROBERT C. JOHNSON	Aye

The Chairman thereupon declared this resolution duly passed and adopted this 9th day of May, 1972.

BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA

JOHN B. DUNKLE, Clerk

APPROVED TO FORM AND LEGAL EFFICIENCY

COUNTY ATTORNEY

By *[Signature]* Deputy Clerk

FILED THIS 9th DAY OF May, 1972  
 AND RECORDED IN RESOLUTION  
 MINUTE BOOK NO. 16 AT  
 PAGE 215-225, RECORDS VERIFIED  
 JOHN B. DUNKLE, CLERK  
 BY Mary J. Webster o.g.

MAY 9 1972

LEASE AGREEMENT

THIS LEASE AGREEMENT made and entered into in duplicate this 9th day of May, 1972, A. D., by and between the COUNTY OF PALM BEACH, a political subdivision of the State of Florida, hereinafter referred to as the Lessor, and GOLD COAST RADIO CLUB, whose mailing address is Post Office Box 15812, West Palm Beach, Florida, hereinafter referred to as the Lessee:

NOW, THEREFORE, WITNESSETH: That for and in consideration of the rental herein specified, the Lessor does hereby lease and demise unto the Lessee for a period of one year (1) beginning on the 1st day of May, 1972, A. D., and terminating on the 1st day of May, 1973, A. D., the premises situated at the Palm Beach International Airport, located in Sections 31 and 32, Township 43 South, Range 43 East, Palm Beach County, Florida, described as follows:

3529 Cherry Lane

~~TO HAVE AND TO HOLD the premises unto the said Lessee for the term herein specified yielding and paying to the Lessor an annual rental of \$1.00, paid annually in advance without demand by the first day of the year of the lease at the Office of the Director of Airports. That said lease shall be automatically renewed annually, provided, however, that either party may give written notice within 30 days in advance of the expiration date of his or its intent not to renew and in such event, said lease shall terminate on the expiration date thereof.~~

1. In addition to the rental herein specified, the Lessee agrees to pay to the Lessor for any deposits and charges levied for water and sewerage services furnished by the Lessor and the Lessor agrees that the rates for

MAY 9 1972

such services will be those as approved by Palm Beach County.

2. The Lessee hereby covenants with the Lessor that it will pay the rent herein reserved at the times and in the manner aforesaid, and will pay the charges for water and sewerage as provided for above, and that should said rent or charges for water and sewerage herein provided for at any time remain due and unpaid for the space of five (5) days after the same shall have become due, the said Lessor may at its option consider the said Lessee a tenant at sufferance and immediately re-enter upon said premises and the entire rent for the rental period then next ensuing shall at once become due and payable, and may forthwith be collected by distress or otherwise.

3. The Lessee agrees that the premises shall be used for the purpose of providing radio communication services and for no other purpose whatsoever and will not use or permit the premises to be used for any illegal or improper purposes, nor permit any disturbance, noise or annoyance whatsoever detrimental to the premises or to the comfort of the other tenants of the building and will not assign, transfer, pledge or hypothecate this lease, nor sublet the leased premises or any part thereof without the prior written consent of the Lessor and that said lease further covenants that the said premises will not be used for any purpose that will invalidate any policies of insurance, now or hereafter written on the building located on said premises.

4. Gold Coast Radio Club hereby covenants and agrees with the County that it is recognized by Gold Coast Radio Club that the nominal rent of \$1.00 per annum is charged with the idea and understanding that the premises are to be used by Gold Coast Radio Club to provide an organization

MAY 9 1972

to encourage and aid American citizens in the contribution of their efforts, services, and resources in the development of radio communications as a means of providing the County, through the County Department of Civil Defense, support in its emergency functions in both man-made and natural disasters, and to provide its members with education and training in communications techniques, and that any funds derived by Gold Coast Radio Club from licenses, fees, rentals, concessions, and charges of any kind whatsoever shall be used only to defray the necessary expenses incurred in the promotion and operation of the purposes of the organization and that any excess in funds thereover will be used exclusively and only for the proper maintenance of the premises and the betterment thereof, and that there will be no private gain or profit flowing to any of the officers or members of the Gold Coast Radio Club. If at any time during the term of this lease it is deemed by the County that the full and proper use and conduct of the leased premises is not being made for the purposes herein expressed, or the purpose or premises be abandoned by Gold Coast Radio Club, then and in said events the County shall have the right, upon thirty (30) days written notice, to terminate this lease and the same shall thereupon terminate and become null and void.

5. The Lessee agrees that it will keep the interior and exterior of the premises, also the windows and doors thereof, the fixtures therein and all the interior walls, pipe and other appurtenances in good and substantial repair and clean sanitary condition, and will exercise all reasonable care in the use of the building and adjacent grounds which may be necessary for the preservation of the Lessor's property, and will also permit any of the Lessor's duly authorized agents or employees at all reasonable times to enter into the premises and view the condition thereof and make such repairs as may be necessary and will at the expiration of said term, without

-3-

16 219

MAY 9 1972

demand, quietly and peaceably deliver up the said premises in good and fit condition.

6. The Lessee shall keep the premises and adjoining grounds free of debris, garbage, refuse and other waste matter and shall make appropriate arrangements for the removal of such debris, garbage, refuse and waste matter that may accumulate.

7. The Lessee further covenants and agrees that it will conform to all rules and regulations promulgated by the Lessor for the parking of vehicles, traffic plans and all other rules and regulations concerning the use of the grounds, roads, alleys and parking areas on the Lessor's property; that the Lessee shall procure and maintain the necessary fire extinguishers as required by the Lessor and shall at all times be familiar with and comply with the fire regulations of the Lessor.

8. It is further covenanted and agreed that if the Lessee constructs any permanent improvements on the premises, the use thereof shall be enjoyed by the Lessee until the expiration or termination of this lease, but such improvements, ~~if they are in the nature of removable fixtures~~ and are not permanently affixed to the building, shall upon expiration or termination become the property of the Lessor; that any and all improvements must be approved by the Lessor and such as are made or erected on the leased premises shall be in accordance with plans and specifications approved by and subject to the supervision of the Lessor,

9. No signs, posters, or similar devices shall be erected, displayed or maintained in view of the general public in or about the premises without prior approval by the Lessor; and any not approved by the Lessor shall be removed at the expense of the Lessee.

MAY 9 1972

10. The tenant shall at all times comply with all statutes, rules, orders, regulations and requirements of the Federal, State, County and local governments, departments and bureaus.

11. It is expressly understood and agreed by and between the parties hereto that the Lessee is and shall be an independent contractor and operator, responsible to all parties for all of its acts or omissions and the Lessor shall in no way be responsible therefore. It is further agreed that in the use and enjoyment of the premises, the Lessee will indemnify and save harmless the Lessor from any and all claims or losses that may proximately result to the Lessor from any and all negligence on the part of the Lessee, its duly authorized agents or representatives and shall in all ways hold the Lessor harmless from same. The Lessee agrees to carry liability insurance in a company authorized to transact business in the State of Florida with the policy showing the Lessor as an "additional or co-insured" and with limits of not less than \$100,000 for injury to one person, \$300,000 for more than one person and one event, and \$10,000 for property damage, as evidenced by a Certificate of Insurance, a copy of which shall be transmitted to the Lessor prior to taking possession of the leased premises.

12. The Lessor hereby covenants with the Lessee, upon the performance by the Lessee of the covenants herein set forth, that in case the said buildings and premises or any part thereof shall at any time be destroyed or so damaged as to be unfit for occupation or use, the Lessor shall have the option to terminate this lease or to repair and rebuild the

-5-

MAY 9 1972

said premises, remitting the rents hereby reserved, or a fair and just portion thereof, according to the damage sustained, until the said premises are reinstated and made fit for occupancy and use; and that the Lessee may quietly hold and enjoy the premises without any interruption from the Lessor, provided that on the breach of any of the said covenants by the Lessee herein contained, the Lessor may re-enter said premises and immediately thereupon the said term shall be determined.

13. Lessor is not responsible to Lessee for any claims for compensation or any losses, damages or injury sustained by Lessee resulting from failure of any water supply, heat or electrical current not caused by the negligence of Lessor or its servants, agents, or employees or caused by natural physical conditions at the airport whether on the surface or underground, including stability, moving, shifting, settlement or displacement of materials by fire, water, windstorm, tornado, act or state of war, civilian commotion or riot, or any other cause beyond the control of Lessor.

14. ~~No waiver of default by Lessor of any of the terms, conditions, or covenants of this lease shall be construed to be or act as a waiver by Lessor of any subsequent default on the part of Lessee.~~

15. It is understood and agreed by and between the parties hereto that:

a. In the event a United States governmental agency shall demand and take over the entire facilities of the Palm Beach International Airport or the portion thereof wherein the leased premises are located, for public purposes,

-6-

MAY 9 1972

then and in that event the Lessor shall be released and fully discharged from any and all liability hereunder and this lease shall thereupon terminate.

b. This lease and all provisions thereof shall be subject and subordinate to all the terms and conditions of the instruments and documents under which the County acquired said leased premises from the United States of America and shall be given only such effect as will not conflict or be inconsistent with such terms and conditions. It is also understood and agreed by the Lessee that this lease shall be subordinate to the provisions of any existing or future agreement between the County 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 County's airport.

c. This lease is subject to review by the Federal Aviation Administration to determine its satisfactory compliance with the Civil Aeronautics Act of 1938 and that said lease shall be in full force and effect and binding upon both parties pending review and approval by said Federal Aviation Administration; provided however, that upon such review all parties hereto agree to modify any of the terms hereof which shall be determined by the Federal Aviation Administration to be in violation of existing laws, regulations or other requirements.

d. None of the terms, covenants and conditions of this lease shall in any wise be construed as a release or waiver on the part of the County, as a political subdivision of the State of Florida or any of the public officials of the County of Palm Beach, of the right to assess, levy and collect any license, personal, intangible, occupation or other tax which shall be lawfully imposed on the business or property of the Lessee.

MAY 9 1972

16. It is hereby covenanted and agreed that no waiver of a breach of any of the covenants of this lease shall be construed as a release or waiver of any succeeding breach of the same or any other covenant.

17. The Lessee in exercising any of the rights or privileges herein granted to him shall not on the grounds of race, color or national origin discriminate or permit discrimination against any person or group of persons in any manner prohibited by Part 15 of the Federal Aviation Regulations, and the Lessor is hereby granted the right to take such action, anything to the contrary herein notwithstanding, as the United States may direct to enforce this non-discrimination covenant.

18. Lessee covenants and agrees that there will be no meetings, classes, or assemblies of any kind attended by minor members without one or more adult members being present and having supervision and control over all personnel attending same.

19. Lessee covenants and agrees that all antennae to be erected on the leased premises be approved by the County Department of Civil Defense in conformity with Federal Aviation Regulations, Part 77.

IN WITNESS WHEREOF, the County of Palm Beach, Florida, has caused this lease to be signed by the Chairman of the Board of County Commissioners of Palm Beach County, Florida, and the seal of said Board to be affixed hereto and attested by the Clerk of said Board, pursuant to authority granted by said Board, and the Lessee has (hereunto affixed his hand and seal) caused the same to be signed by its president, attested by its secretary and its seal affixed hereto this the \_\_\_\_\_ day and year first above written.

-8-

MAY 9 1972

BOARD OF COUNTY COMMISSIONERS  
OF PALM BEACH COUNTY, FLORIDA

(SEAL) JOHN B. DUNKLE, CLERK  
Board of County Commissioners

Attest: J. PAUL ICARD  
Deputy Clerk/Comptroller

Clerk, Board of County Commissioners

By Robert F. Culpepper  
Robert F. Culpepper, Chairman

LESSOR

GOLD COAST RADIO CLUB

(CORPORATE SEAL)

Attest:

By L. W. McGehee  
President

LESSEE

Mrs. Lina Open  
Secretary

Signed, sealed and delivered in the  
presence of two witnesses:

As to Lessor

William F. Marsh

Harry O. Kueberg, Jr.  
As to Lessee

