

**PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS**

**AGENDA ITEM SUMMARY**

Meeting Date: October 17, 2006

[ X ] Consent [ ] Regular  
[ ] Workshop [ ] Public Hearing

Department:

Submitted By: Department of Airports

Submitted For:

**I. EXECUTIVE BRIEF**

**Motion and Title:** Staff recommends motion to approve: Two ground lease agreements with Investment Corporation of Palm Beach (d/b/a Palm Beach Kennel Club) for \$12,500 per season, plus utilities to provide for overflow parking of vehicles during the peak holiday travel season at Palm Beach International Airport (PBI A).

**Summary:** Due to the construction of the new long term parking garage, 750 parking spaces have been taken out of service at PBI A. As a contingency, staff is recommending a short term lease of 11.73 acres for overflow parking during the holiday season which will provide approximately 1,200 parking spaces. Two lease agreements are attached, one for the 2006 holiday season and one for the 2007 season. The lease terms are from November 15 to January 31; the cost is \$12,500 for each holiday season plus electric. The agreement provides for additional month to month terms, if necessary, at a cost of \$4,500 per month. The County may cancel the agreement with advance notification to the Lessor.

This contingency is necessary to accommodate travelers in the event all available parking spaces on the airport are used during the peak holiday periods. The site was chosen because of its close proximity to the Airport and the property has safe and easy access for drivers. The airport will provide security patrols and lighting at the site during use. Shuttle transportation between the Overflow Lot and the Airport will be provided.

**Countywide LMB**

**Background and Justification:** On August 16, 2005 the Board approved construction of an additional parking garage facility at PBI A. Construction began on June 19, 2006 displacing approximately 750 vehicle parking spaces and expected completion of construction of the new garage is approximately February 2008. Therefore, the lease of the 11.73 acre site from Palm Beach Kennel Club is required to insure PBI A has adequate parking for the traveling public.

**Attachments:**

1. (3) Short Term Lease Agreement November 15, 2006 through January 31, 2007
2. (3) Short Term Lease Agreement November 15, 2007 through January 31, 2008

Recommended By:

Department Head

DATE

Approved By:

County Administrator

DATE

## II. FISCAL IMPACT ANALYSIS

### A. Five Year Summary of Fiscal Impact:

Fiscal Years	2007	2008	2009	2010	2011
Capital Expenditures					
Operating Costs	12,500	12,500			
Operating Revenues					
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	12,500	12,500			

# ADDITIONAL FTE  
POSITIONS (Cumulative)

Is Item Included in Current Budget? Yes ☒ No ☐  
Budget Account No: Fund 4100 Department 120 Unit 1340 Object 4414  
Reporting Category \_\_\_\_\_

### B. Recommended Sources of Funds/Summary of Fiscal Impact:

The Lease Agreement for Property is estimated to cost \$12,500 per fiscal year. Utility cost will be charged in addition to rent payments shown above. Funds will be provided from Airport revenues.

C. Departmental Fiscal Review: CM Simon

## III. REVIEW COMMENTS

### A. OFMB Fiscal and/or Contract Development and Control Comments:

10-5-06  
OFMB  
10/11/06 10-5-06 10/11/06

### B. Legal Sufficiency:

Anna Burke 10-11-06  
Assistant County Attorney

10/11/06 10/10/06  
Contract Dev and Control  
These short term Leases  
comply with our review  
requirements.

### C. Other Department Review:

\_\_\_\_\_  
Department Director

### **SHORT TERM LEASE AGREEMENT**

**THIS SHORT TERM LEASE AGREEMENT**, (this "Lease") is made and entered into \_\_\_\_\_, by and between INVESTMENT CORPORATION OF PALM BEACH, d/b/a, PALM BEACH KENNEL CLUB, 1111 N. Congress Avenue, West Palm Beach, Florida 33409, a Florida corporation ("Landlord"), and PALM BEACH COUNTY, FLORIDA, a political subdivision of the State of Florida (the "County").

#### **W I T N E S S E T H:**

**WHEREAS**, Landlord is the owner of that certain real property in Palm Beach County, Florida, more particularly described in Exhibit "A", attached hereto and by reference made a part hereof (the "Property"); and

**WHEREAS**, the County desires to lease the Property for the purpose of overflow parking for Palm Beach International Airport during peak travel season; and

**WHEREAS**, Landlord is willing to lease the Property to the County for the purposes set forth herein.

**NOW THEREFORE**, in consideration of the rents, covenants, and agreements hereinafter reserved and contained on the part of the County to be observed and performed, the Landlord demises and leases to the County, and the County rents from Landlord the Premises (as hereinafter defined) upon the following terms and conditions:

#### **ARTICLE 1 BASIC LEASE PROVISIONS**

##### **Section 1.01 Premises.**

The premises subject to this Lease shall consist of the Property together with any improvements now existing or hereafter constructed thereon (the "Premises").

##### **Section 1.02 Length of Term and Effective Date.**

The initial term of this Lease shall commence on November 15, 2006 (the "Commencement Date") and shall expire on January 31, 2007 ("Initial Term"), unless sooner terminated pursuant to the provisions of this Lease. Upon the expiration of the Initial Term, this Lease shall automatically renew on a month-to-month basis ("Renewal Term"); provided, however, either party may elect to not renew this Lease upon providing no less than fifteen (15) days advance written notice to the other party prior to the commencement of the next monthly period. Notwithstanding any provision of this Lease to the contrary, this Lease shall automatically expire and shall not be renewed beyond November 14, 2007. For purposes of this Lease, the word "Term" means the Initial Term and any Renewal Term.

## **ARTICLE 2**

### **RENT**

#### **Section 2.01 Rent.**

On or before the Commencement Date, the County shall pay rental to Landlord for the use and occupancy of the Premises in the amount of Four Thousand Five Hundred Dollars (\$4,500.00) for that period commencing on the Commencement Date and ending on November 30, 2006. For the remainder of the Initial Term, the County shall pay rental to Landlord for the use and occupancy of the Premises in the amount of Four Thousand Dollars (\$4,000.00) per month payable on the first day of each month in advance. For each Renewal Term, the County shall pay rental to Landlord for the use and occupancy of the Premises in the amount of Four Thousand Five Hundred Dollars (\$4,500.00) per month payable on the first day of the month in advance. This Lease is intended to be a "gross" lease and the County's obligations hereunder shall be limited to those specifically set forth herein.

#### **Section 2.02 Payment.**

All rent due hereunder shall be payable on or before the first day of each and every month throughout the Term of this Lease. If the Term hereof expires on other than the first or last day of a calendar month, the monthly rent payable for such month shall be prorated. The County is a tax-exempt entity. No sales or use tax shall be included or charged with monthly rent. Payment of rent will be made by the County upon the receipt of an invoice from Landlord mailed to: Department of Airports, Accounting Section, 846 Palm Beach International Airport, West Palm Beach, FL 33406-1470. Each monthly invoice must be received at least fifteen (15) days but not more than thirty (30) days in advance of the date payment is due. Payment will be mailed to Landlord at the address set forth in Section 12.04 of this Lease.

## **ARTICLE 3**

### **CONDUCT OF BUSINESS AND USE OF PREMISES BY COUNTY**

#### **Section 3.01 Use of Premises.**

The Premises shall be used for the establishment and operation of a parking lot and ancillary purposes. The County shall not use, permit, or suffer the use of the Premises for any other purpose whatsoever without the prior written consent of Landlord which consent shall not be unreasonably withheld.

#### **Section 3.02 Conduct.**

The County shall not commit waste upon the Premises, nor maintain, commit, or permit the maintenance or commission of a nuisance thereon, or use the Premises for any unlawful purpose.

**Section 3.03 Security.**

The County will be responsible for any security measures deemed necessary by the County for the Premises.

**Section 3.04 Surrender of Premises.**

Upon termination, expiration, or cancellation of this Lease, the County, at its sole cost and expense, shall remove the County's personal property and removable fixtures and equipment from the Premises, and shall surrender the Premises to the Landlord.

**ARTICLE 4  
ALTERATION OF PREMISES**

**Section 4.01 Improvements by Landlord.**

The County accepts the Premises in its "as is" condition. Landlord shall not be obligated or required to make any improvements whatsoever to the Premises.

**Section 4.02**

**A. Improvements by the County.**

The County shall be entitled to make alterations, improvements, or additions to the Premises, at its sole cost and expense, to the extent necessary to render the Premises useable for the purposes set forth herein, (hereinafter, collectively "Alterations"), with Landlord's prior written consent, which approval shall not be unreasonably withheld. Landlord acknowledges and agrees that all the County's Alterations (if any) installed on the Premises by the County, whether pursuant to this Section or otherwise, shall be performed and accomplished solely for the benefit and convenience of the County, and not for the benefit of Landlord, such Alterations being nevertheless subject to each and every provision of this Lease. Landlord shall provide written response within five (5) days after receipt of request therefore by the County, failing which Landlord shall be deemed to have consented to the County's request. All work done by the County in connection with any Alterations, repairs, and maintenance on the Premises shall be done in a good and workmanlike manner.

**B. Construction Liens.**

Landlord and the County shall comply with the Construction Lien Law, Chapter 713, Part I, Florida Statutes, in the construction of any improvements to the Premises and shall obtain a public construction performance bond in accordance with Section 255.05, Florida Statutes, if required by such statute. In the event a construction lien is filed against the Premises in connection with any work performed by or on behalf of the Landlord or the County, the party performing such work shall promptly cause such lien to be removed from the Premises.

**Section 4.03 Signs.**

The County shall be responsible for installation any necessary barricades and signage on the Premises, at its sole cost and expense.

## **ARTICLE 5 REPAIRS AND MAINTENANCE OF PREMISES**

### **Section 5.01 Responsibility of Landlord.**

Landlord shall not be obligated or required to make any repairs or conduct any maintenance whatsoever to the Premises, except as required by law.

### **Section 5.02 Responsibility of County**

The County shall maintain the Property and any improvements constructed thereon by the County in good and adequate condition, normal wear and tear and casualty excepted, at its sole cost and expense. Notwithstanding the foregoing, the County shall have no obligation to repair any damage arising from any negligent or intentional act or omission of Landlord, its employees, agents or invitees.

### **Section 5.03 Hazardous Substances**

Landlord hereby represents and warrants to the County that to the best of Landlord's knowledge that the Property is not in violation of any federal, state or local laws, rules, orders and regulations protecting human health, the environment and/or natural resources, as such laws, rules, orders and regulations are now or hereafter amended, including, without limitation, the Federal Clean Water Act, Safe Drinking Water Act, Clean Air Act, Resource Conservation and Recovery Act and Comprehensive Environmental Response, Compensation and Liability Act of 1980.

## **ARTICLE 6 INSURANCE**

### **Section 6.01 Liability Insurance.**

The County shall provide Landlord with a certificate evidencing self-insurance coverage for comprehensive general liability in the amount of One Hundred Thousand Dollars (\$100,000) per person and Two Hundred Thousand Dollars (\$200,000) per incident or occurrence and Workers' Compensation insurance covering all employees in accordance with Chapter 440 Florida Statutes, or such limits as may be prescribed by the legislature of the State of Florida.

### **Section 6.02 Personal Property.**

Any personal property placed or moved in the Premises shall be at the risk of the County or the owner thereof. Except as otherwise provided herein, Landlord shall not be liable for any damage to such personal property, except to the extent caused by the Landlord, its agents', or its employees' willful or negligent acts or omissions.

## **ARTICLE 7**

## **UTILITIES**

The County shall be solely responsible for and promptly pay directly to the utility company or service provider all charges or assessments for electricity consumed by the County.

## **ARTICLE 8 ASSIGNMENT AND SUBLETTING**

The County may not assign, mortgage, pledge, or encumber this Lease in whole or in part, nor sublet all or any portion of the Premises, without Landlord's prior written consent, which shall not be unreasonably withheld. In the event of an approved assignment, the County shall be released from any further obligation hereunder. Any sale, mortgage, pledge, or encumbrance of the Property by Landlord shall be subject to the terms of this Lease.

## **ARTICLE 9 DEFAULT**

### **Section 9.01 Default by the County.**

The occurrence of any one or both of the following shall constitute a default by the County under this Lease: (i) failure by the County to pay rent within fifteen (15) days after receipt of notice from Landlord; or (ii) failure by the County to perform or observe any of the agreements, covenants, or conditions contained in this Lease on County's part to be performed or observed for more than thirty (30) days after notice from Landlord of such failure. If the County remains in default beyond the applicable cure period, Landlord shall have the right to terminate this Lease upon a specified date not less than thirty (30) days after the date notice is received by the County. Notwithstanding the foregoing, if the default is cured within the aforementioned thirty (30) day notice period or if the default cannot be cured within the applicable cure period and the County undertakes such cure within such period and diligently pursues the cure to completion, this Lease shall not be terminated.

### **Section 9.02 Default by Landlord.**

Landlord shall be in default of this Lease if Landlord fails to observe or perform any term, covenant, or condition of this Lease on the Landlord's part to be observed or performed, and Landlord fails to remedy the same within thirty (30) days after notice from the County. In the event the default is of such a nature that it cannot be reasonably cured within the foregoing thirty (30) day period, Landlord shall be entitled to a reasonable period of time under the circumstances in which to cure the default, provided that Landlord diligently proceeds with the curing of the default. In the event that the default is not cured by Landlord within the foregoing time period, the County, at the County's option, may either cure the default and Landlord shall reimburse the County for all expenses incurred by the County in doing so, or the County may give to the Landlord a thirty (30) days notice specifying that the County intends to terminate this Lease. Upon expiration of the thirty (30) day period, this Lease and all obligations of the County

hereunder shall terminate and the County shall thereupon be relieved of all further obligations hereunder.

#### **ARTICLE 10 ANNUAL BUDGETARY FUNDING/CANCELLATION**

This Lease and all obligations of the County hereunder are subject to and contingent upon annual budgetary funding by the Board of County Commissioners of Palm Beach County. Notwithstanding any provision of this Lease to the contrary, the County shall have the right to terminate this Lease for any reason upon fifteen (15) days prior written notice to Landlord, whereupon the parties shall be relieved of all further obligation hereunder.

#### **ARTICLE 11 QUIET ENJOYMENT**

Upon the observance and performance of all the covenants, terms, and conditions on the County's part to be observed and performed, County shall peaceably and quietly hold and enjoy the Premises for the Term hereby demised and any extensions thereof without hindrance or interruption by Landlord or any other person or persons lawfully or equitably claiming by, through, or under the Landlord, subject, nevertheless, to the terms and conditions of this Lease.

#### **ARTICLE 12 MISCELLANEOUS**

##### **Section 12.01 Waiver, Accord and Satisfaction.**

The waiver by either party of any default of any term, condition, or covenant herein contained shall not be a waiver of such term, condition, or covenant, or any subsequent default of the same or any other term, condition, or covenant herein contained.

##### **Section 12.02 Public Entity Crimes.**

As provided in Section 287.132-133, Florida Statutes, Landlord hereby certifies that neither Landlord nor employees, who will perform hereunder, have been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) month period immediately preceding the Effective Date of the Term of this Lease. This certification is required pursuant to Section 287.133 (3)(a), Florida Statutes.

##### **Section 12.03 Entire Agreement.**

This Lease and any Exhibits attached hereto constitute all agreements, conditions, and understandings between Landlord and the County concerning the Premises. All representations, either oral or written, shall be deemed to be merged into this Lease. Except as herein otherwise provided, no subsequent alteration, waiver, change, or addition to this Lease shall be binding upon Landlord or the County unless reduced to writing and signed by them.



**Section 12.04 Notices.**

All notices, consents, approvals, and elections (collectively, "notices") to be given or delivered by or to any party hereunder shall be in writing and shall be (as elected by the party giving such notice) hand delivered by messenger, courier service, or national overnight delivery service (provided in each case a receipt is obtained), telecopied or faxed, or alternatively shall be sent by United States Certified Mail, with Return-Receipt Requested. The effective date of any notice shall be the date of delivery of the notice if by personal delivery, courier services, or national overnight delivery service, or on the date of transmission with confirmed answer back if telecopier or fax is transmitted before 5PM on a business day and on the next business day if transmitted after 5PM or on a non-business day, or if mailed, upon the date which the return receipt is signed or delivery is refused or the notice designated by the postal authorities as non-deliverable, as the case may be. The parties hereby designed the following addresses as the addresses to which notices may be delivered, and delivery to such addresses shall constitute binding notice given to such party:

If Landlord:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone No.:

Fax No.:

If to the County:

Department of Airports  
846 Palm Beach International Airport  
West Palm Beach, FL 33406-1470  
ATTN: Director  
Telephone No.: 561-471-4712  
Fax No.: 561-471-7427

with a copy to:

Palm Beach County Attorney's Office  
301 North Olive Avenue, 6<sup>th</sup> Floor  
West Palm Beach, Florida 33401  
ATTN: Airport Attorney  
Telephone No. 561-355-2225  
Fax No: 561-355-6461

Either party may from time to time change the address to which notices under this Lease shall be given such party, upon three (3) days prior written notice to the other party.

**Section 12.05 Brokers' Commission.**

Each of the parties represents and warrants to the other that they have not dealt with any real estate salesperson, agent, finder, or broker in connection with this Lease.

**Section 12.06 Severability.**

If any term of this Lease, or the application thereof to any person or circumstances, shall to any extent be invalid or unenforceable, the remainder of this Lease, or the application of such term to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term of this Lease shall be valid and enforceable to the fullest extent permitted by law.

**Section 12.07 Captions.**

The captions in this Lease are included for convenience only and shall not be taken into consideration in any construction or interpretations of this Lease or any of its provisions.

**Section 12.08 Waiver of Jury Trial.**

THE PARTIES HERETO WAIVE TRIAL BY JURY IN CONNECTION WITH PROCEEDINGS OR COUNTERCLAIMS BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER IN CONNECTION WITH THIS LEASE.

**Section 12.09 Governing Law and Venue.**

This Lease shall be governed by and interpreted according to the laws of the State of Florida and venue shall be in a state court of competent jurisdiction in Palm Beach County.

**Section 12.10 Time of Essence.**

Time is of the essence with respect to the performance of every provision of this Lease in which time of performance is a factor.

**Section 12.11 Benefit and Binding Effect.**

This Lease shall be binding upon and inure to the benefit of the heirs, successors, legal representatives, and assigns of the parties hereto.

**Section 12.12 Non-Exclusivity of Remedies.**

No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

**Section 12.13 Non-Discrimination.**

The parties agree that no person shall, on the grounds of race, color, sex, national origin, disability, religion, ancestry, marital status, or sexual orientation be excluded from the benefits

of, or be subjected to any form of discrimination under any activity carried out by the performance of this Lease.

**Section 12.14 Construction.**

No party shall be considered the author of this Lease since the parties hereto have participated in extensive negotiations and drafting and redrafting of this document to arrive at a final agreement. Thus, the terms of this Lease shall not be strictly construed against one party as opposed to the other party based upon who drafted it. In the event that any section, paragraph, sentence, clause, or provision hereof is held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Lease and the same shall remain in full force and effect.

**Section 12.15 Incorporation by References.**

Exhibits attached hereto and referenced herein shall be deemed to be incorporated into this Lease by reference.

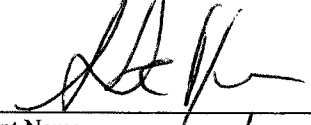
**Section 12.16 Effective Date of Lease.**

This Lease is expressly contingent upon the approval of the Palm Beach County Board of County Commissioners, and shall become effective when signed by all parties and approved by the Palm Beach County Board of County Commissioners ("Effective Date").

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, Landlord and the County have executed this Lease, or have caused the same to be executed, as of the day and year first above written.

WITNESSES:

X   
Print Name  
X Steve Fazio  
Signature  
X Susan Tomlinson  
Print Name  
X Susan Tomlinson  
Signature

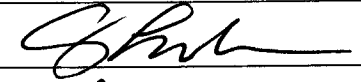
ATTEST:  
SHARON R. BOCK, CLERK &  
COMPTROLLER

By: \_\_\_\_\_

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

By: \_\_\_\_\_  
Assistant County Attorney

LANDLORD:

X Arthur J. Laughlin  
X   
By: X PBKC  
Title: X Asst. Treas. / Asst. Sect.

County:  
PALM BEACH COUNTY, FLORIDA,  
a political subdivision of the State  
of Florida

By: \_\_\_\_\_  
Chair

APPROVED AS TO TERMS AND  
CONDITIONS

By:   
Department Director

**EXHIBIT "A"**  
**LEGAL DESCRIPTION OF THE "PROPERTY"**



## **SHORT TERM LEASE AGREEMENT**

**THIS SHORT TERM LEASE AGREEMENT**, (this "Lease") is made and entered into \_\_\_\_\_, by and between INVESTMENT CORPORATION OF PALM BEACH, d/b/a, PALM BEACH KENNEL CLUB, 1111 N. Congress Avenue, West Palm Beach, Florida 33409, a Florida corporation ("Landlord"), and PALM BEACH COUNTY, FLORIDA, a political subdivision of the State of Florida (the "County").

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**WHEREAS**, the County desires to lease the Property for the purpose of overflow parking for Palm Beach International Airport during peak travel season; and

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**NOW THEREFORE**, in consideration of the rents, covenants, and agreements hereinafter reserved and contained on the part of the County to be observed and performed, the Landlord demises and leases to the County, and the County rents from Landlord the Premises (as hereinafter defined) upon the following terms and conditions:

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## **ARTICLE 2 RENT**

### **Section 2.01 Rent.**

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### **Section 3.01 Use of Premises.**

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**ARTICLE 4  
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**Section 4.02**

**A. Improvements by the County.**

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Landlord hereby represents and warrants to the County that to the best of Landlord's knowledge that the Property is not in violation of any federal, state or local laws, rules, orders and regulations protecting human health, the environment and/or natural resources, as such laws, rules, orders and regulations are now or hereafter amended, including, without limitation, the Federal Clean Water Act, Safe Drinking Water Act, Clean Air Act, Resource Conservation and Recovery Act and Comprehensive Environmental Response, Compensation and Liability Act of 1980.

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Any personal property placed or moved in the Premises shall be at the risk of the County or the owner thereof. Except as otherwise provided herein, Landlord shall not be liable for any damage to such personal property, except to the extent caused by the Landlord, its agents', or its employees' willful or negligent acts or omissions.

## **ARTICLE 7 UTILITIES**

The County shall be solely responsible for and promptly pay directly to the utility company or service provider all charges or assessments for electricity consumed by the County.

## **ARTICLE 8 ASSIGNMENT AND SUBLETTING**

The County may not assign, mortgage, pledge, or encumber this Lease in whole or in part, nor sublet all or any portion of the Premises, without Landlord's prior written consent, which shall not be unreasonably withheld. In the event of an approved assignment, the County shall be released from any further obligation hereunder. Any sale, mortgage, pledge, or encumbrance of the Property by Landlord shall be subject to the terms of this Lease.

## **ARTICLE 9 DEFAULT**

### **Section 9.01 Default by the County.**

The occurrence of any one or both of the following shall constitute a default by the County under this Lease: (i) failure by the County to pay rent within fifteen (15) days after receipt of notice from Landlord; or (ii) failure by the County to perform or observe any of the agreements, covenants, or conditions contained in this Lease on County's part to be performed or observed for more than thirty (30) days after notice from Landlord of such failure. If the County remains in default beyond the applicable cure period, Landlord shall have the right to terminate this Lease upon a specified date not less than thirty (30) days after the date notice is received by the County. Notwithstanding the foregoing, if the default is cured within the aforementioned thirty (30) day notice period or if the default cannot be cured within the applicable cure period and the County undertakes such cure within such period and diligently pursues the cure to completion, this Lease shall not be terminated.

### **Section 9.02 Default by Landlord.**

Landlord shall be in default of this Lease if Landlord fails to observe or perform any term, covenant, or condition of this Lease on the Landlord's part to be observed or performed, and Landlord fails to remedy the same within thirty (30) days after notice from the County. In the event the default is of such a nature that it cannot be reasonably cured within the foregoing thirty (30) day period, Landlord shall be entitled to a reasonable period of time under the circumstances in which to cure the default, provided that Landlord diligently proceeds with the curing of the default. In the event that the default is not cured by Landlord within the foregoing time period, the County, at the County's option, may either cure the default and Landlord shall reimburse the County for all expenses incurred by the County in doing so, or the County may give to the Landlord a thirty (30) days notice specifying that the County intends to terminate this Lease. Upon expiration of the thirty (30) day period, this Lease and all obligations of the County hereunder shall terminate and the County shall thereupon be relieved of all further obligations hereunder.

**ARTICLE 10**  
**ANNUAL BUDGETARY FUNDING/CANCELLATION**

This Lease and all obligations of the County hereunder are subject to and contingent upon annual budgetary funding by the Board of County Commissioners of Palm Beach County. Notwithstanding any provision of this Lease to the contrary, the County shall have the right to terminate this Lease for any reason upon fifteen (15) days prior written notice to Landlord, whereupon the parties shall be relieved of all further obligation hereunder.

**ARTICLE 11**  
**QUIET ENJOYMENT**

Upon the observance and performance of all the covenants, terms, and conditions on the County's part to be observed and performed, County shall peaceably and quietly hold and enjoy the Premises for the term hereby demised and any extensions thereof without hindrance or interruption by Landlord or any other person or persons lawfully or equitably claiming by, through, or under the Landlord, subject, nevertheless, to the terms and conditions of this Lease.

**ARTICLE 12**  
**MISCELLANEOUS**

**Section 12.01 Waiver, Accord and Satisfaction.**

The waiver by either party of any default of any term, condition, or covenant herein contained shall not be a waiver of such term, condition, or covenant, or any subsequent default of the same or any other term, condition, or covenant herein contained.

**Section 12.02 Public Entity Crimes.**

As provided in Section 287.132-133, Florida Statutes, Landlord hereby certifies that neither Landlord nor employees, who will perform hereunder, have been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) month period immediately preceding the Effective Date of the Term of this Lease. This certification is required pursuant to Section 287.133 (3)(a), Florida Statutes.

**Section 12.03 Entire Agreement.**

This Lease and any Exhibits attached hereto constitute all agreements, conditions, and understandings between Landlord and the County concerning the Premises. All representations, either oral or written, shall be deemed to be merged into this Lease. Except as herein otherwise provided, no subsequent alteration, waiver, change, or addition to this Lease shall be binding upon Landlord or the County unless reduced to writing and signed by them.

**Section 12.04 Notices.**

All notices, consents, approvals, and elections (collectively, "notices") to be given or delivered by or to any party hereunder shall be in writing and shall be (as elected by the party giving such

notice) hand delivered by messenger, courier service, or national overnight delivery service (provided in each case a receipt is obtained), telecopied or faxed, or alternatively shall be sent by United States Certified Mail, with Return-Receipt Requested. The effective date of any notice shall be the date of delivery of the notice if by personal delivery, courier services, or national overnight delivery service, or on the date of transmission with confirmed answer back if telecopier or fax is transmitted before 5PM on a business day and on the next business day if transmitted after 5PM or on a non-business day, or if mailed, upon the date which the return receipt is signed or delivery is refused or the notice designated by the postal authorities as non-deliverable, as the case may be. The parties hereby designed the following addresses as the addresses to which notices may be delivered, and delivery to such addresses shall constitute binding notice given to such party:

If Landlord:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone No.:

Fax No.:

If to the County:

Department of Airports  
846 Palm Beach International Airport  
West Palm Beach, FL 33406-1470  
ATTN: Director  
Telephone No.: 561-471-4712  
Fax No.: 561-471-7427

with a copy to:

Palm Beach County Attorney's Office  
301 North Olive Avenue, 6<sup>th</sup> Floor  
West Palm Beach, Florida 33401  
ATTN: Airport Attorney  
Telephone No. 561-355-2225  
Fax No: 561-355-6461

Either party may from time to time change the address to which notices under this Lease shall be given such party, upon three (3) days prior written notice to the other party.

**Section 12.05 Brokers' Commission.**

Each of the parties represents and warrants to the other that they have not dealt with any real estate salesperson, agent, finder, or broker in connection with this Lease.

**Section 12.06 Severability.**

If any term of this Lease, or the application thereof to any person or circumstances, shall to any extent be invalid or unenforceable, the remainder of this Lease, or the application or such term to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term of this Lease shall be valid and enforceable to the fullest extent permitted by law.

**Section 12.07 Captions.**

The captions in this Lease are included for convenience only and shall not be taken into consideration in any construction or interpretations of this Lease or any of its provisions.

**Section 12.08 Waiver of Jury Trial.**

THE PARTIES HERETO WAIVE TRIAL BY JURY IN CONNECTION WITH PROCEEDINGS OR COUNTERCLAIMS BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER IN CONNECTION WITH THIS LEASE.

**Section 12.09 Governing Law and Venue.**

This Lease shall be governed by and interpreted according to the laws of the State of Florida and venue shall be in a state court of competent jurisdiction in Palm Beach County.

**Section 12.10 Time of Essence.**

Time is of the essence with respect to the performance of every provision of this Lease in which time of performance is a factor.

**Section 12.11 Benefit and Binding Effect.**

This Lease shall be binding upon and inure to the benefit of the heirs, successors, legal representatives, and assigns of the parties hereto.

**Section 12.12 Non-Exclusivity of Remedies.**

No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

**Section 12.13 Non-Discrimination.**

The parties agree that no person shall, on the grounds of race, color, sex, national origin, disability, religion, ancestry, marital status, or sexual orientation be excluded from the benefits

of, or be subjected to any form of discrimination under any activity carried out by the performance of this Lease.

**Section 12.14 Construction.**

No party shall be considered the author of this Lease since the parties hereto have participated in extensive negotiations and drafting and redrafting of this document to arrive at a final agreement. Thus, the terms of this Lease shall not be strictly construed against one party as opposed to the other party based upon who drafted it. In the event that any section, paragraph, sentence, clause, or provision hereof is held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Lease and the same shall remain in full force and effect.

**Section 12.15 Incorporation by References.**

Exhibits attached hereto and referenced herein shall be deemed to be incorporated into this Lease by reference.

**Section 12.16 Effective Date of Lease.**

This Lease is expressly contingent upon the approval of the Palm Beach County Board of County Commissioners, and shall become effective when signed by all parties and approved by the Palm Beach County Board of County Commissioners ("Effective Date").

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)



IN WITNESS WHEREOF, Landlord and the County have executed this Lease, or have caused the same to be executed, as of the day and year first above written.

WITNESSES:

X [Signature]  
Print Name  
X Star Fajal  
Signature  
X Susan Tomlinson  
Print Name  
X Susan Tomlinson  
Signature

LANDLORD:

X Arthur J. Laughlin  
X [Signature]  
By: X PBKC  
Title: X Asst Trea./Asst Sec

ATTEST:  
SHARON R. BOCK, CLERK &  
COMPTROLLER

County:  
PALM BEACH COUNTY, FLORIDA,  
a political subdivision of the State  
of Florida

By: \_\_\_\_\_

By: \_\_\_\_\_  
Chair

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

By: \_\_\_\_\_  
Assistant County Attorney

APPROVED AS TO TERMS AND  
CONDITIONS

By: [Signature]  
Department Director

**EXHIBIT "A"**  
**LEGAL DESCRIPTION OF THE "PROPERTY"**

