

Lease #529  
Tampa Radio Controlled Aircraft Club  
Hillsborough Heights Landfill – Taylor Road  
Folio #62121.0000  
S. 27 T. 28 R 20

## **MODEL AIRCRAFT LICENSE AGREEMENT**

This MODEL AIRCRAFT LICENSE Agreement (the "Agreement") is made and entered into this 18th day of September, 2013 by and between HILLSBOROUGH COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, hereinafter referred to as "COUNTY", with an address of 601 E. Kennedy Blvd., Tampa, Florida 33602; and TAMPA RADIO CONTROLLED AIRCRAFT CLUB, INC., a Florida non-profit membership corporation, hereinafter referred to as "TRAC", with an address of 4415 East Okara Road, Tampa, Florida 33617.

### **RECITALS**

**WHEREAS**, County is the owner of the Hillsborough Heights Landfill Facility of which TRAC has used a portion of this property as a radio controlled ("RC") model aircraft flying field (the "Site") to provide specialized recreational amenities for over 20 years; and

**WHEREAS**, TRAC has submitted a business plan supporting their continued use, operation and maintenance of the Site as a model aircraft flying field, and recognizing the recreational benefit to the public, the Solid Waste Services Division of the Public Utilities Department and the Parks, Recreation and Conservation Department have agreed to the use of the land described in this Agreement; and

**WHEREAS**, the use and public enjoyment of this property as a RC model aircraft flying field is not inconsistent with the sensitive nature of the landfill property, and would promote the building and flying of RC model aircraft, a hobby which is recognized as a healthy and constructive activity; and

**WHEREAS**, the Site will be exclusively contained within the Northeast portion of the Hillsborough Heights Landfill properties, consisting of approximately 11.8 acres, as depicted in Exhibit "A" (the "Site Plan") attached hereto and incorporated herein by reference; and

**WHEREAS**, the successful operation of a RC model aircraft flying field in accordance with the regulations of the Federal Aviation Authority (FAA) and the Federal Communications Commission (FCC) which govern the public airspace and the radio frequencies utilized by model aircraft fliers, requires that such a facility be under the supervision of a competent authority which is familiar with the requirements for proper utilization of these radio frequencies and the use of public airspace by RC model aircraft; and

**WHEREAS**, the Academy of Model Aeronautics (AMA) is the chartering organization for more than 2,500 model aircraft clubs across the United States and provides its chartered clubs and members with liability and other insurance, flight training, pilot certification and other professional assistance; and

**WHEREAS**, TRAC is a charter club of the AMA and is well qualified to provide the supervisory services needed for the successful operation of the Site as a RC model aircraft field.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements set forth herein, the parties mutually agree as follows:

ARTICLE I  
INCORPORATION OF RECITALS

The foregoing recitals are true and correct and are hereby incorporated into the body of this Agreement by reference.

ARTICLE II  
USE OF SITE

1. County hereby grants to TRAC, its members and guests, a license to use and occupy the Site, as depicted on Exhibit "A", for the sole purpose of operating a RC model aircraft flying field, and for no other purpose.

2. All persons using the Site for the operation of RC model aircraft shall be required to have currently in force AMA membership and insurance coverage and may be required to exhibit evidence of current AMA membership and insurance coverage as a condition to the use of the Site for RC flying purposes.

3. All persons conducting radio controlled hobby operations on the Site which could result in radio interference shall be required to comply with all FCC and AMA radio control frequency regulations.

4. Use of the Site by TRAC is secondary to uses and access required by County. At all times during the duration of this Agreement, County retains the right to suspend, modify, or terminate TRAC's use of the Site in order to perform improvements, repairs, or other work required at the Site.

ARTICLE III  
TERM, RENEWAL, CANCELLATION, AND PAYMENT

1. The initial term of this Agreement shall commence on the date of mutual execution by the parties to this Agreement (the "Commencement Date") and shall terminate on the last day of the month five (5) years from the Commencement Date, unless terminated earlier as set forth in this Agreement.

2. At the sole option of County, this Agreement may be extended for two (2) additional five (5)-year renewal periods under the same terms and conditions.

3. This Agreement may be terminated at will by either party by giving thirty (30) days prior written notice of such intent to the other and specifying the effective date thereof.

4. Upon expiration or termination of this Agreement, any improvements made to the site shall be removed, unless both parties mutually agree that the improvements are to remain in place, and the Site shall be returned to its natural state.

5. A license fee payment of Ten Dollars (\$10.00) per year is to be paid at or immediately after the Commencement Date and on each anniversary thereof during the initial or any renewal term of this Agreement.

ARTICLE IV  
MAINTENANCE, USE AND CARE OF THE SITE

1. TRAC agrees to exercise due care in the use of the Site and all other parts of the surrounding property of County. Due to the potential hazard resulting from landfill gas migration and venting, TRAC agrees to monitor and enforce "NO SMOKING" on the flying field. Notice of the "NO SMOKING" restriction shall be posted at the Site.
2. TRAC shall surrender possession of the Site to County at the termination of this Agreement in as good a condition as when taken, excepting only reasonable and ordinary wear and tear.
3. County shall maintain the roadway, parking area, and cut the grass around the outer perimeter of the fenced-in Site area, maintaining at least one (1) inch of grass blade length above ground level. County and TRAC shall mutually agree on a schedule for performing the referenced work.

ARTICLE V  
ADDITIONS AND ALTERATIONS

1. TRAC shall not make any additions or alterations to the Site without the prior written consent obtained in each instance from County. Any such request must be accompanied by a written or drawn plan.
2. Should mandatory construction activities at the Hillsborough Heights Landfill demand that a portion of the flying range be excluded/restricted, County will give written notice to TRAC. TRAC shall comply with the stated restrictions, until such time as the same are lifted. TRAC will be informed of lifted restrictions through written notice.
3. County reserves the right to require TRAC to suspend operations on the Site for such time, in the judgment of County, as may be necessary to protect the Site and surrounding property.

ARTICLE VI  
ADDITIONAL OBLIGATIONS OF TRAC

In addition to other obligations under this Agreement, TRAC shall have the following obligations:

1. TRAC will maintain the following insurance coverage throughout the term of the Agreement and any extension thereof, which insurance coverage shall name County as an additional insured. TRAC shall ensure that certificates of insurance evidencing the required coverage are kept on file with County. The certificates shall stipulate a 30-day prior written notice to County in the event of cancellation or reduction in coverage limits.
  - a. A standard commercial general liability policy including premises liability for the Site leased by TRAC under this Agreement with not less than a \$1,000,000 combined single limit per occurrence for bodily injury and property damage.
  - b. A special liability policy or endorsement on the commercial general liability policy, providing liability coverage for bodily injury and property damage arising from the operation of model aircraft on the Site with combined single limits of not less than

\$1,000,000 per occurrence.

2. To require all persons utilizing the Site for RC model flying purposes to show evidence of their individual AMA insurance coverage for personal injury and property damage.
3. To enforce compliance with AMA and FCC radio frequency regulations by all RC hobby users of the Site.
4. To prescribe and enforce reasonable flight safety and radio frequency rules to be followed by all users of the Site.
5. To monitor compliance by all users of the Site with such environmental and landfill rules as may from time to time be promulgated by County.
6. To comply with the following hours of operation: 8:00 a.m. until sundown.
7. To advise County by phone as immediately as possible and in writing within twenty-four (24) hours of any fuel, solvents, or oil spills that may occur on the flying site.
8. To monitor and enforce, at all times, the requirement that only members or guests of TRAC be permitted on the Site. TRAC shall post in a visible area on the Site that use is restricted to only members and guests of TRAC.
9. To maintain the primary runway area, taxiway areas, pit areas, pilot stations for the Site, and to comply with all local, state, and federal regulations in doing so.
10. To maintain the entire fenced-in Site area, including the runway area, taxiways and pit areas. Upkeep includes, but is not limited to, cutting the grass and maintaining at least one (1) inch of grass blade length above ground level; and maintaining litter control of the entire Site area.

#### ARTICLE VII EXPENSES

Any costs or expenses for materials or services provided by County to facilitate use of the Site by TRAC shall be reimbursed or borne solely by TRAC.

#### ARTICLE VIII COMPLIANCE WITH LAWS

TRAC shall not make or permit any use of the Site that is unlawful, improper, or contrary to any applicable local, state or federal law, ordinance or regulation.

#### ARTICLE IX RIGHT OF ENTRY

1. TRAC will enter and exit the Site solely at the location shown on Exhibit "A".
2. The license granted to TRAC herein is expressly restricted to the Site area. Should a model aircraft fall outside of the designated flying area at any time, TRAC shall follow the procedures stated herein for retrieval of the aircraft.

ARTICLE X  
RETRIEVAL OF MODEL AIRCRAFT

1. Weekdays – If a model aircraft goes down outside the fenced area Monday through Friday during the normal operation hours of the landfill (7:00 a.m. - 3:30 p.m.), the Solid Waste Management Group, Hillsborough Heights property maintenance staff (SWMG) will retrieve the aircraft that same day. However, if a model aircraft goes down after 3:30 p.m., Monday through Thursday, the TRAC member is to notify SWMG the following day to request the aircraft be retrieved from the area. This service will be provided free of charge. If the aircraft goes down after 3:30 p.m. on Friday, SWMG will retrieve the aircraft in accordance with the following weekend retrieval procedure.

2. Weekends - During weekends, The SWMG will provide a staff member, available via cellular telephone, to retrieve aircraft downed outside the site area. SWMG will charge a call-out service rate of \$30.00/hour, with a minimum of two hours payment per call-out. The SWMG will invoice TRAC on a monthly basis for the call-outs performed by SWMG.

3. Special Weekend events - During special weekend competition events, SWMG will provide an on-site employee to retrieve the aircraft downed outside the designated area. SWMG will charge TRAC the rate of twenty dollars (\$30.00) for each hour the employee spends on-site to retrieve aircrafts, with a minimum two-hour payment. The SWMG will invoice TRAC on a monthly basis for the time spent on-site during special weekend events. In order for SWMG to have staff available for special events, TRAC will provide a schedule, one month in advance, to the SWMG indicating dates and staff hours requested.

4. SWMG will not be responsible for any damage to the model aircrafts during retrieval.

ARTICLE XI  
RULES ENFORCEMENT

1. In the event legal action is required to enforce radio frequency or flight safety rules applicable to the use of the Site, then TRAC shall be entitled to bring such action at no cost or expense to the County.

2. County shall have the right to enter Site at all times to inspect and to enforce this Agreement.

ARTICLE XI  
INDEMNITY

1. TRAC agrees to assume all risk of loss, injury or damage of any kind or nature to any person or property including, but not limited to, any building or other structure or the contents thereof, on or off the Site, or to any goods, chattels, or other property that may be in or upon the Site, whether belonging to County or to others, which arises out of the use of the Site by TRAC, its agents, members or guests; or from conditions inherent in the nature of the Site.

2. TRAC agrees to indemnify County, defend and hold the County harmless from any and all claims, demands, and causes of action arising out of the use of the Site pursuant to this Agreement by TRAC, it's agents, members, or guests.

ARTICLE XII  
DEFAULT

In the event that TRAC breaches any of the covenants and agreements contained herein, County may immediately revoke and terminate this Agreement and the license granted herein, without waiving any other rights to seek damages or any other remedy available to County under applicable law. If the County revokes and terminates this Agreement, TRAC shall promptly vacate the Site. If after reasonable notice TRAC has not vacated the Site, the County may elect to have any of TRAC's equipment or property remaining on the Site removed in accordance with applicable laws of the State of Florida.

ARTICLE XIII  
NON-DISCRIMINATION

TRAC hereby certifies that it does not and will not, in connection with its use of the Site, practice any unlawful discrimination against any person or group on the basis of race, color, sex, religion, age, ancestry or national origin.

ARTICLE XIV  
NO WAIVER OR BREACH

No failure by County to insist upon the strict performance by TRAC of any term or condition of this Agreement, or to exercise any right or remedy upon a breach thereof, shall constitute a waiver of any such breach or of such term or condition.

ARTICLE XV  
MODIFICATION

This Agreement may only be amended by a written instrument executed by County and TRAC.

ARTICLE XVI  
ENTIRE AGREEMENT

The Agreement contains the entire agreement of the parties and no other agreement, statement, or promise made by either party, its employees, officers or agents, which is not contained in this Agreement shall be binding or valid.

ARTICLE XVII  
SEVERABILITY

In the event that any part of this Agreement be construed as unenforceable, the remaining parts of this Agreement shall remain in full force and effect as though any unenforceable part or parts were not written into this Agreement.

ARTICLE XVIII  
DRUG FREE WORKPLACE

TRAC hereby assures County that it will administer, in good faith, a policy designed to ensure that TRAC members and guests are free from the illegal use, possession, or distribution of drugs or

alcohol while using this Site.

ARTICLE XVIII  
ASSIGNMENT

TRAC shall have neither the power nor the right to assign this Agreement or to sub-license the Site or any part thereof, without the prior written consent of County, which consent may be withheld in County's sole and absolute discretion.

ARTICLE XXI  
NOTICE

Any and all notices, demands, consents, approvals or other communication which is required or may be given under this License shall be in writing and shall be deemed to have been duly given if transmitted by hand-delivery with receipt thereof, by a nationally recognized overnight delivery service, or by certified mail posted prior to the expiration date for such notice, return receipt requested and first class postage prepaid, to the following addresses:

If to County: Hillsborough County Real Estate and Facilities Services Department  
601 E. Kennedy Boulevard, 23<sup>rd</sup> Floor  
Tampa, Florida 33602  
Attention: Director  
Telephone Number: (813) 272-5810

If to Licensee: Tampa Radio Controlled Aircraft, Inc.  
4415 East Okara Road  
Tampa, Florida 33617

or to such other address as a party may have specified in writing to the other party using the procedures contained in this paragraph. Notices sent (i) via hand delivery shall be deemed delivered when received; (ii) via overnight delivery by a nationally recognized overnight delivery service shall be deemed delivered on the next business day after deposit with such service; and (iii) via certified mail shall be deemed delivered on the date of receipt.

ARTICLE XXII  
SURVIVABILITY

Any term, condition, covenant or obligation which requires performance by either party subsequent to the expiration or earlier termination of this Agreement shall remain enforceable against such party subsequent to expiration or termination, including but not limited to TRAC's obligation to indemnify and hold the County harmless.

**ARTICLE XXIII**  
**NO RECORDATION**

Neither this Agreement nor any notice of it shall be recorded in any public records.

**IN WITNESS WHEREOF**, County and TRAC have caused this instrument to be executed as of the date first above written, by their respective officers or parties thereunto duly authorized.

**[SIGNATURE PAGE FOLLOWS]**



ATTEST: Pat Frank,  
Clerk of the Circuit Court



BOARD OF COUNTY COMMISSIONERS  
HILLSBOROUGH COUNTY, FLORIDA

By: Beverly Anne Miller  
Deputy Clerk

By: [Signature]  
Chairman

Approved as to Legal Sufficiency

BOCC Doc No. 13-0851

By: [Signature]  
Susan J. Fernandez  
Chief Assistant County Attorney

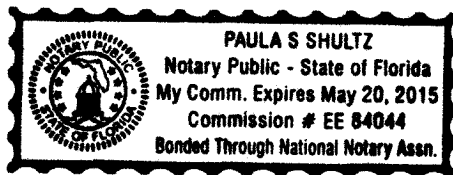
TAMPA RADIO AIRCRAFT CONTROLLED  
CLUB, INC.

By: [Signature]  
Print Name: SCOTT H. KANTROWITZ  
Title: PRESIDENT

STATE OF FLORIDA )  
COUNTY OF HILLSBOROUGH )

The foregoing instrument was acknowledged before me this 6<sup>th</sup> day of Sept, 2013, by Scott H. KANTROWITZ of Tampa Radio Aircraft Controlled Club Inc on behalf of the corporation. He is personally known to me or has produced FLDC as identification.

[Signature]  
Notary Public, State of Florida



PAULA S Shultz  
Name of Notary Printed, Stamped or  
Typed

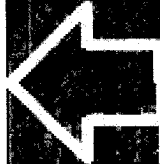
Notary Seal:



TRAC AIRFIELD

TAYLOR ROAD

I-4 1/2 Mile South



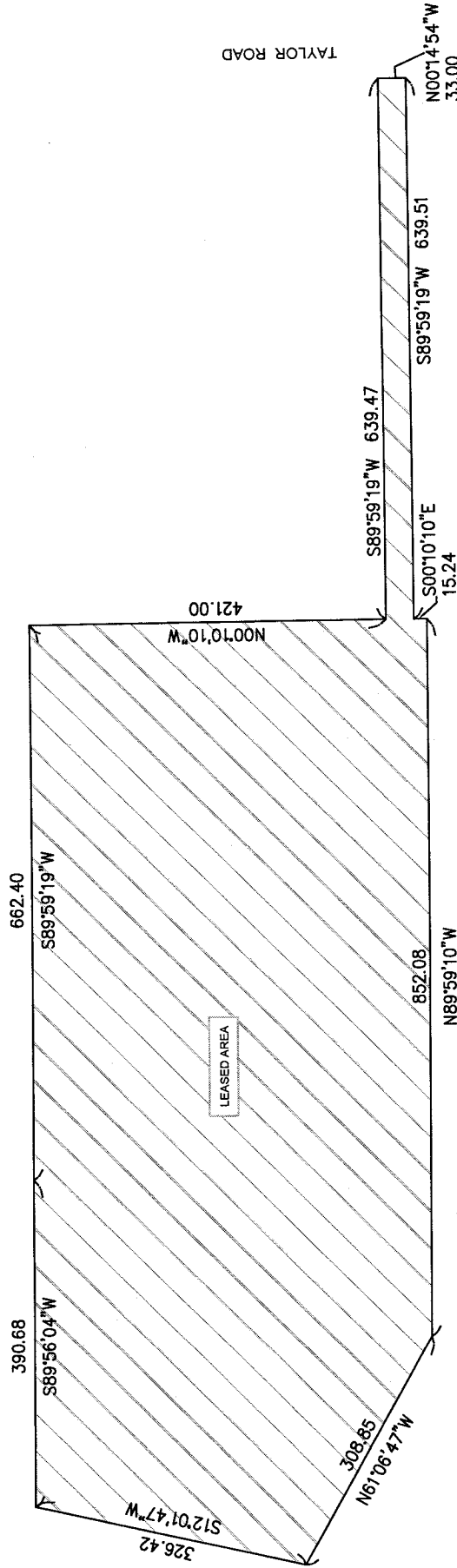
# EXHIBIT "A"

PROJECT NO.  
REAL ESTATE PROJECT NO. F19-XXXX



NOT TO SCALE

E. L. BING PARK



TAYLOR ROAD  
LANDFILL

DATE	09/17/2013
SURVEY PROJECT No.	F19-0087
DRAWING NAME	T.R.A.C.
DRAWN BY	J. FARAGHAN
CHECKED BY	C. SUTHER
SEC. 27	TWP. 28
RNG. 20	
SHEET No.	1
SHEET No.	1

## T.R.A.C. LEASE AGREEMENT

HILLSBOROUGH COUNTY, FLORIDA

REAL ESTATE SERVICES DEPARTMENT, GEOMATICS SECTION, SURVEY & MAPPING TEAM  
County Center, 23rd Floor, 601 E. Kennedy Blvd., Tampa, FL 33602  
p. 813.307.4766 / f. 813.872.4489 / w. <http://www.hillsboroughcounty.org/realstate/geomatics/>

