

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: July 19, 2011

☒ Consent ☐ Regular
☐ Workshop ☐ Public Hearing

Department:

Submitted By: Department of Airports

Submitted For:

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Sixth Amendment to Lease Agreement with Galaxy Aviation of Palm Beach, Inc. (Amendment), providing for the additional license of 43,122 +/- square feet of paved ramp area for use as aircraft apron at an annual rate of \$28,029 commencing October 1, 2011.

Summary: Galaxy Aviation of Palm Beach, Inc., (Galaxy) provides fixed-based operator services for general aviation aircraft at the Palm Beach International Airport (PBI), pursuant to a Lease Agreement (Lease) dated October 18, 2000 (R-2000-1067). Galaxy Aviation's principal place of business is in Palm Beach County. This Amendment provides for the license of an additional 43,122 +/- square feet of the paved aircraft parking apron. The rental amount associated with this additional ramp area is \$0.65 per square foot, totaling \$28,029 annually. Countywide (HF)

Background and Justification: Galaxy requested the use of additional ramp area at PBI. To accommodate the request, the Sixth Amendment allows for the license of paved apron area commencing on October 1, 2011 and expiring on September 30, 2012. The license will automatically renew on a year-to-year basis thereafter.

Attachments:

1. Sixth Amendment to Lease Agreement (3)

LB
Recommended By: James V. Kelly 6/20/11
Department Director Date

Approved By: W. B. W. 7/15/11
County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>
Capital Expenditures					
Operating Costs					
Operating Revenues		<u>(28,029)</u>	<u>(28,029)</u>	<u>(28,029)</u>	<u>(28,029)</u>
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT		<u>(28,029)</u>	<u>(28,029)</u>	<u>(28,029)</u>	<u>(28,029)</u>
# ADDITIONAL FTE POSITIONS (Cumulative)					

Is Item Included in Proposed Budget? Yes X No
 Budget Account No: Fund 4100 Department 120 Unit 8451 RSRC 4416
 Reporting Category

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

C. Departmental Fiscal Review:

III. REVIEW COMMENTS

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

Legal Sufficiency:

Dr. J. Jacobs 6/30/11
Contract Dev. and Control
6-30-11 B. Wheeler

B. Legal Sufficiency:

7/5/11
Assistant County Attorney

This amendment complies with our review requirements.

C. Other Department Review:

Department Director

**SIXTH AMENDMENT TO LEASE AGREEMENT BETWEEN
PALM BEACH COUNTY AND GALAXY AVIATION OF PALM BEACH, INC.**

THIS SIXTH AMENDMENT TO LEASE AGREEMENT (this "Amendment") is made and entered into as of _____, 2011, by and between **Palm Beach County**, a political subdivision of the State of Florida ("County") and **Galaxy Aviation of Palm Beach, Inc.**, a Florida corporation, having its office and principal place of business at 3800 Southern Blvd., West Palm Beach, Florida 33406 ("Tenant").

WITNESSETH:

WHEREAS, County, by and through its Department of Airports (the "Department"), owns and operates the Palm Beach International Airport (the "Airport"), located in Palm Beach County, Florida; and

WHEREAS, the parties entered into that certain Lease Agreement dated October 18, 2000 (R-2000-1067), which was superseded and replaced in its entirety by that certain First Amendment dated March 1, 2005 (R-2005-0455), as amended (the "Lease"); and

WHEREAS, County is permitted to negotiate a lease of an airport facility pursuant to the provisions of section 125.35(b), Florida Statutes, and Tenant desires to use the real property leased and/or licensed to Tenant under the Lease in conjunction with its aeronautical activities as a fixed base operator; and

WHEREAS, the parties now desire to amend the Lease as provided for herein.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained, and other good and valuable consideration, the receipt of which the parties hereby expressly acknowledge, the parties hereto covenant and agree to the following terms and conditions:

Section 1. Amendment of Article 4.12. Article 4, Premises and Privileges, of the Lease is hereby amended to delete Article 4.12(A), Article 4.12(B) and Article 4.12(G) in their entirety and to replace them with the following:

4.12 Aircraft Apron License Areas.

- (A) County hereby grants Tenant a revocable license to utilize that certain real property more particularly described in the attached Exhibit "I" ("GA Aircraft Parking Apron"), consisting of:
 - (i) Parking Apron A, approximately 43,122 square feet of paved aircraft parking apron subject to the terms, conditions and covenants set forth herein; and
 - (ii) Parking Apron B, approximately 43,122 square feet of paved aircraft parking apron subject to the terms, conditions and covenants set forth herein.

The GA Aircraft Parking Apron shall be utilized solely for the uses set forth in Article 4.03(A)(3)-(8).

- (B) Notwithstanding any provision of this Lease to the contrary, the term of the license of:
 - (i) Parking Apron A, shall commence on October 1, 2010, and shall expire on September 30, 2011, which term shall automatically renew on a year-to-

year basis thereafter (October 1st through September 30th) until the expiration or earlier termination of this Lease.

- (ii) Parking Apron B, shall commence on October 1, 2011, and shall expire on September 30, 2012, which term shall automatically renew on a year-to-year basis thereafter (October 1st through September 30th) until the expiration or earlier termination of this Lease.

Either party may terminate the license granted for use and occupancy of the GA Aircraft Parking Apron upon sixty (60) days prior written notice to the other party. In the event this Lease is terminated as to the Premises, the license granted by this Article 4.12 for the GA Aircraft Parking Apron shall also be terminated. Upon termination of the license granted by this Article 4.12, the parties shall be released from all further liability under this Article 4.12 with respect to the GA Aircraft Parking Apron.

- (G) The annual license fee to be paid by Tenant to County for the use and occupancy of Parking Apron A shall be \$0.65 per square foot or \$28,029.30 annually. Commencing October 1, 2011, the annual license fee to be paid by Tenant to County for the use and occupancy of Parking Apron B shall be \$0.65 per square foot or \$28,029.30 annually. The option fee for the Option Area shall be \$0.1625 per square foot or \$11,887.04 annually. In the event Tenant exercises the License Option, the initial annual license fee to be paid by Tenant to County for the use and occupancy of the Option Area shall be \$0.65 per square foot or \$47,548.15 annually. The license and option fees shall be payable in advance on the first day of each and every month in equal monthly installments without demand and without any deduction, holdback or setoff. The license fee for the use and occupancy of the GA Aircraft Parking Apron shall not be subject to the requirements of Article 5.11 and may be modified from time to time by County upon no less than ninety (90) days prior written notice to Tenant. The license fee for the Option Area shall be adjusted in accordance with Article 5.11.

Section 2. Ratification of Lease. Except as specifically modified herein, all of the terms and conditions of the Lease shall remain unmodified and in full force and effect and are hereby ratified and confirmed by the parties hereto.

Section 3. Incorporation by Reference. Exhibits attached hereto and referenced herein shall be deemed to be incorporated in this Amendment by such reference.

Section 4. Paragraph Headings. The headings of the various sections of this Amendment are for convenience and ease of reference only, and shall not be construed to define, limit, augment or describe the scope, context or intent of the Lease or any part or parts of the Lease.

Section 5. Effective Date of Amendment. This Amendment shall be considered effective when signed by all parties and approved by the Palm Beach County Board of County Commissioners.

{Remainder of page intentionally left blank.}

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment as of the day and year first above written.

ATTEST:

PALM BEACH COUNTY, a political
subdivision of the State of Florida by
its Board of County Commissioners

SHARON R. BOCK

By: _____
Clerk and Comptroller

By: _____
Karen T. Marcus, Chair

(SEAL)

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO TERMS
AND CONDITIONS

By: _____
County Attorney

By: _____
Director, Department of Airports

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

TENANT
Galaxy Aviation of Palm Beach, Inc.

Signature

Signature

Print Name

Print Name

Signature

Title

Print Name

(Seal)

EXHIBIT "I"

GA AIRCRAFT PARKING APRON

PROPERTY DESCRIPTION
P.B.I.A. GA AIRCRAFT PARKING APRON "A"

A PARCEL OF LAND LOCATED WITHIN PALM BEACH INTERNATIONAL AIRPORT PROPERTY SITUATED IN SECTION 31, TOWNSHIP 43 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 31; THENCE NORTH 88°47'38" WEST ALONG THE SOUTH LINE OF SAID SECTION 31, A DISTANCE OF 2194.36 FEET; THENCE NORTH 01°12'22" EAST AT RIGHT ANGLES TO THE PROCEEDING COURSE, A DISTANCE OF 531.69 FEET TO THE SOUTHWEST CORNER OF PALM BEACH INTERNATIONAL AIRPORT ATEC LEASE PARCEL S-11 (PALM BEACH COUNTY DRAWING NUMBER S-3-08-2838); THENCE NORTH 02°13'35" EAST ALONG THE WEST LINE OF SAID ATEC LEASE AND IT'S NORTHERLY EXTENSION, A DISTANCE OF 395.49 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 02°13'35" EAST ALONG THE NORTHERLY EXTENSION OF SAID WEST LINE, A DISTANCE OF 168.57 FEET TO THE NORTHEAST CORNER OF PALM BEACH INTERNATIONAL AIRPORT GALAXY LEASE PARCEL S-9 (PALM BEACH COUNTY DRAWING NUMBER S-3-08-2834); THENCE SOUTH 87°40'30" EAST ALONG THE EASTERLY EXTENSION OF THE NORTH LINE OF SAID GALAXY LEASE, A DISTANCE OF 254.31 FEET TO THE NORTHERLY EXTENSION OF THE EAST LINE OF PARCEL NO. 5 OF SAID ATEC LEASE; THENCE SOUTH 01°19'36" WEST ALONG SAID NORTHERLY EXTENSION, A DISTANCE OF 168.83 FEET; THENCE NORTH 87°37'27" WEST, A DISTANCE OF 256.96 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 43,122 SQUARE FEET OR 0.99 ACRES MORE OR LESS.

SURVEYOR'S NOTES

BEARINGS ARE BASED ON A GRID (NAD 83/90) BEARING OF NORTH 88°47'38" WEST ALONG THE MONUMENTED SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 43 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA AND ALL OTHER BEARINGS ARE RELATIVE THERETO.

NO SEARCH OF THE PUBLIC RECORDS HAS BEEN MADE BY THE SIGNING SURVEYOR.

COORDINATES SHOWN ARE GRID
DATUM = NAD 83, 1990 ADJUSTMENT
ZONE = FLORIDA EAST
LINEAR UNITS = US SURVEY FOOT
COORDINATE SYSTEM 1983 STATE PLANE TRANSVERSE MERCATOR PROJECTION
ALL DISTANCES ARE GROUND.
PROJECT SCALE FACTOR = 1.000041166
GROUND DISTANCE X SCALE FACTOR = GRID DISTANCE

THIS IS NOT A SURVEY.

IT IS POSSIBLE THAT THERE ARE DEEDS OF RECORD, UNRECORDED DEEDS, EASEMENTS, OR OTHER INSTRUMENTS WHICH COULD AFFECT THE SUBJECT PROPERTY, WHICH ARE UNKNOWN TO THE SIGNING SURVEYOR.


THIS INSTRUMENT PREPARED BY GLENN W. MARK, P.L.S. IN THE OFFICE OF THE COUNTY ENGINEER @ VISTA CENTER 2300 NORTH JOG ROAD, WEST PALM BEACH, FLORIDA 33411-2745.

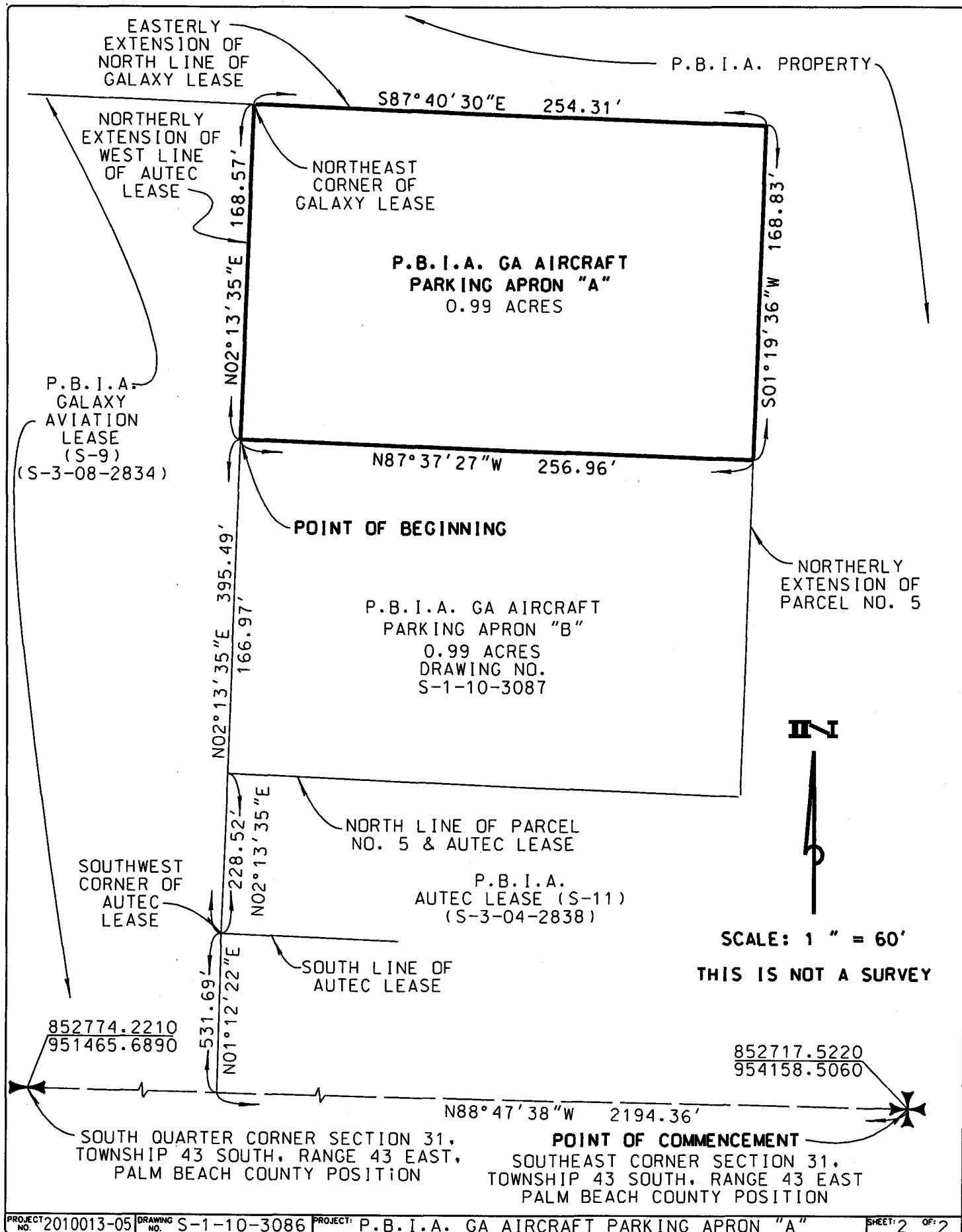
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

I HEREBY CERTIFY THAT THE LEGAL DESCRIPTION AND SKETCH SHOWN HEREON MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

GLENN W. MARK, P.L.S.
FLORIDA CERTIFICATE #5304

DATE

PROJECT NO. 2010013-05	SHEET 1 OF 2	PROJECT: P.B.I.A. GA AIRCRAFT PARKING APRON "A"		DATE 3/01/10	NO.	REVISION	BY	DATE		PALM BEACH COUNTY ENGINEERING AND PUBLIC WORKS ENGINEERING SERVICES 2300 NORTH JOG ROAD WEST PALM BEACH, FL 33411
		DESIGN FILE NAME S-1-10-3086.DGN	DRAWING NO. S-1-10-3086							



PROPERTY DESCRIPTION
P.B.I.A. GA AIRCRAFT PARKING APRON "B"

A PARCEL OF LAND LOCATED WITHIN PALM BEACH INTERNATIONAL AIRPORT PROPERTY SITUATED IN SECTION 31, TOWNSHIP 43 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 31; THENCE NORTH 88°47'38" WEST ALONG THE SOUTH LINE OF SAID SECTION 31, A DISTANCE OF 2194.36 FEET; THENCE NORTH 01°12'22" EAST AT RIGHT ANGLES TO THE PROCEEDING COURSE, A DISTANCE OF 531.69 FEET TO THE SOUTHWEST CORNER OF PALM BEACH INTERNATIONAL AIRPORT AUTEC LEASE PARCEL S-11 (PALM BEACH COUNTY DRAWING NUMBER S-3-08-2838); THENCE NORTH 02°13'35" EAST ALONG THE WEST LINE OF SAID AUTEC LEASE, A DISTANCE OF 228.52 FEET TO THE NORTHWEST CORNER OF SAID AUTEC LEASE AND THE POINT OF BEGINNING; THENCE CONTINUE NORTH 02°13'35" EAST ALONG THE NORTHERLY EXTENSION OF SAID WEST LINE, A DISTANCE OF 166.97 FEET; THENCE SOUTH 87°37'27" EAST, A DISTANCE OF 256.96 FEET TO THE NORTHERLY EXTENSION OF THE EAST LINE OF PARCEL NO. 5 OF SAID AUTEC LEASE; THENCE SOUTH 01°19'36" WEST ALONG SAID NORTHERLY EXTENSION, A DISTANCE OF 166.99 FEET TO THE NORTHEAST CORNER OF SAID PARCEL NO. 5 AND THE NORTH LINE OF SAID AUTEC LEASE; THENCE NORTH 87°37'27" WEST ALONG SAID NORTH LINE, A DISTANCE OF 259.58 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 43,122 SQUARE FEET OR 0.99 ACRES MORE OR LESS.

SURVEYOR'S NOTES

BEARINGS ARE BASED ON A GRID (NAD 83/90) BEARING OF NORTH 88°47'38" WEST ALONG THE MONUMENTED SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 43 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA AND ALL OTHER BEARINGS ARE RELATIVE THERETO.

NO SEARCH OF THE PUBLIC RECORDS HAS BEEN MADE BY THE SIGNING SURVEYOR.

COORDINATES SHOWN ARE GRID

DATUM = NAD 83, 1990 ADJUSTMENT

ZONE = FLORIDA EAST

LINEAR UNITS = US SURVEY FOOT

COORDINATE SYSTEM 1983 STATE PLANE TRANSVERSE MERCATOR PROJECTION

ALL DISTANCES ARE GROUND.

PROJECT SCALE FACTOR = 1.000041166

GROUND DISTANCE X SCALE FACTOR = GRID DISTANCE

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IT IS POSSIBLE THAT THERE ARE DEEDS OF RECORD, UNRECORDED DEEDS, EASEMENTS, OR OTHER INSTRUMENTS WHICH COULD AFFECT THE SUBJECT PROPERTY, WHICH ARE UNKNOWN TO THE SIGNING SURVEYOR.

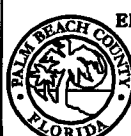
THIS INSTRUMENT PREPARED BY GLENN W. MARK, P.L.S. IN THE OFFICE OF THE COUNTY ENGINEER @ VISTA CENTER 2300 NORTH JOG ROAD, WEST PALM BEACH, FLORIDA 33411-2745.

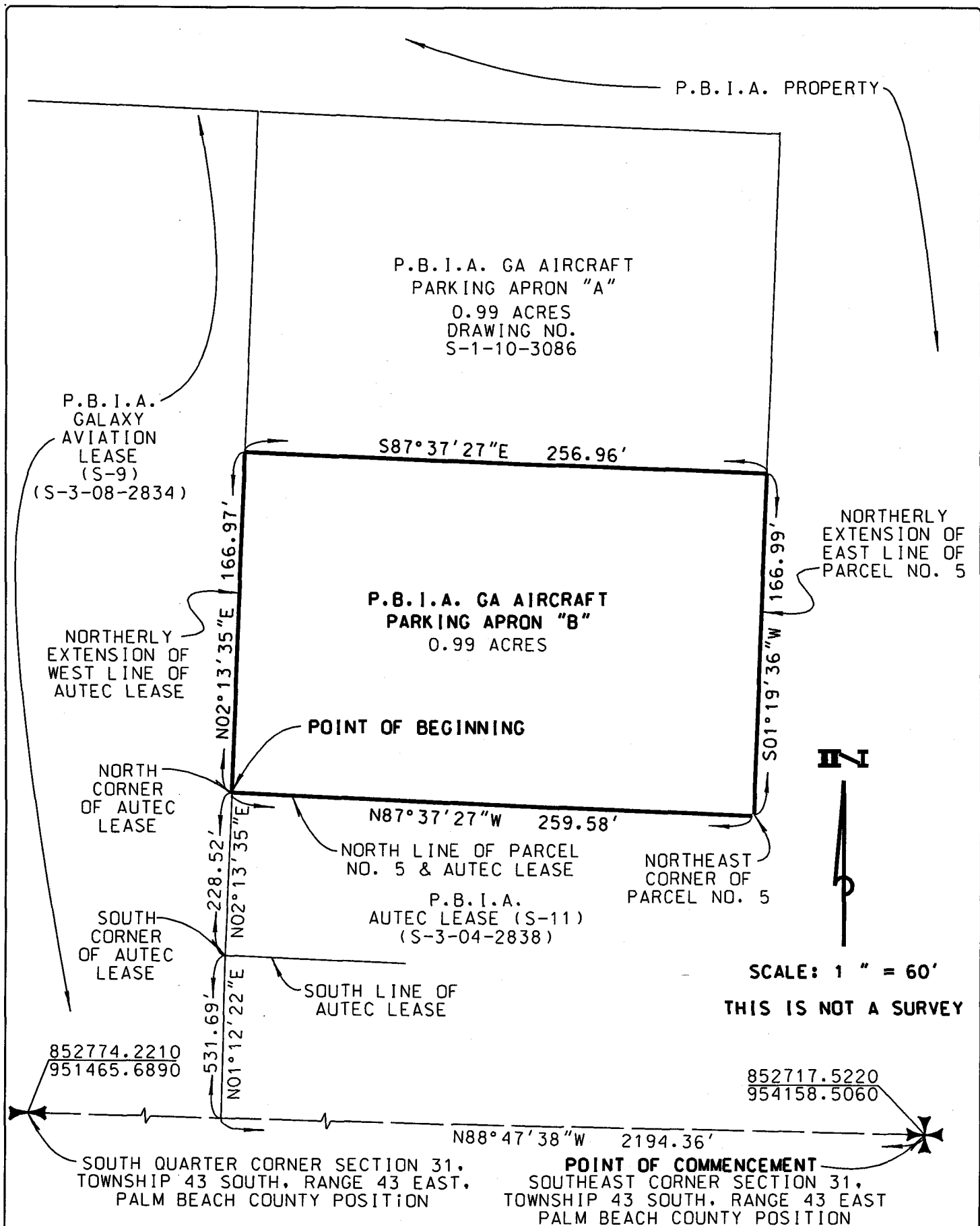
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

I HEREBY CERTIFY THAT THE LEGAL DESCRIPTION AND SKETCH SHOWN HEREON MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

GLENN W. MARK, P.L.S.
FLORIDA CERTIFICATE #5304

DATE

PROJECT NO. 2010013-05	SHEET 1	PROJECT: P.B.I.A. GA AIRCRAFT PARKING APRON "B"		SCALE: 1" = 60' APPROVED: G.W.M. DRAWN: E.A.O. CHECKED: W.C.E. DATE: 3/01/10	NO.	REVISION	BY	DATE		PALM BEACH COUNTY ENGINEERING AND PUBLIC WORKS ENGINEERING SERVICES 2300 NORTH JOG ROAD WEST PALM BEACH, FL 33411
		DESIGN FILE NAME S-1-10-3087.DGN	DRAWING NO. S-1-10-3087							





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/06/2011

PRODUCER AVION INSURANCE AGENCY 4110 CENTERLINE LANE SANFORD, FL 32773	THIS CERTIFICATION IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.												
INSURED Boca Airport, Inc. ETAL, DBA (see list for additional named insured's) 2255 Glades Road, Suite 321-A Boca Raton, FL 33431	<table><tr><td>INSURERS AFFORDING COVERAGE</td><td>NAIC #</td></tr><tr><td>INSURER A: American Southern Insurance Company</td><td>10235</td></tr><tr><td>INSURER B: Phoenix Aviation/Old Republic Insurance Co.</td><td>24147</td></tr><tr><td>INSURER C:</td><td></td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr></table>	INSURERS AFFORDING COVERAGE	NAIC #	INSURER A: American Southern Insurance Company	10235	INSURER B: Phoenix Aviation/Old Republic Insurance Co.	24147	INSURER C:		INSURER D:		INSURER E:	
INSURERS AFFORDING COVERAGE	NAIC #												
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INSURER C:													
INSURER D:													
INSURER E:													

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR/ADD'L LTR/INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
A X	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> Comp/\$500 Deductible <input checked="" type="checkbox"/> Coll/\$500 Deductible	BA900293	03/28/2011	03/28/2012	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ 1,000,000
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	CAW03242202	02/25/2011	02/25/2012	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Commercial Auto Policy BA900293: Certificate Holder is included as additional insured.

CERTIFICATE HOLDER

Palm Beach County Board of Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents c/o Department of Airports
846 Palm Beach International Airport
West Palm Beach, FL 33406-1470

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Scott Langevin

Bowman
wed 6/6/11

NOTEPAD: **INSURED'S NAME: BOCA AIRPORT, INC. ET AL**

DATE: 03/28/2011

NAMED INSURED: (Commercial Auto Policy)

Aero Sport, Inc. dba Galaxy Aviation of St. Augustine
Aerospace Parts Unlimited, Inc.
Aura Group, Inc.
Aura Jets Holding, Inc.
Aura Jets, LLC dba Aura Jets
Aviation Center, Inc. dba Galaxy Aviation of Stuart
Boca Air Brokerage
Boca Air Charters, Inc. dba Stargate Charters
Boca Air Maintenance, Inc.
Boca Airport, Inc. dba Boca Aviation
Brett Greenberg d/b/a Galaxy Aviation of Steamboat Hayden
Florida Southeastern Development Corporation
Florida Northeastern Development Corporation dba Aura Group
Flying Acres, LLC
Galaxy Acquisition Corporation, Inc.
Galaxy Aviation Northeast Florida, Inc.
Galaxy Aviation of Orlando, Inc.
Galaxy Aviation of Palm Beach, Inc.
Galaxy Aviation of Steamboat-Hayden Holding, LLC
Galaxy Aviation of Steamboat-Hayden Management, LLC
Galaxy Aviation of Steamboat-Hayden, LLC
Galaxy Aviation Real Estate Services, Inc.
Galaxy Aviation, Inc.
Galaxy Jet Services, Inc.
Greenie Hangars, Inc.
Help Jet, Inc.
Help Jet, LLC dba Aura Jets
Jet Sharing, Inc. and Jet Sharing Aviation, LLC
Rocky Aviation LLC
South Hangar LTD
The Martin F. Greenberg and Jane F. Greenberg Foundation, Inc.
Tiger Aviation, Inc.
Towne Oaks, Inc.
Mr. And Mrs. Martin F. Greenberg
Jane F. Greenberg

AND ALL AFFILIATED, ASSOCIATED, ALLIED, OR SUBSIDIARY COMPANIES, CORPORATIONS, ENTITIES, OR ORGANIZATIONS AS NOW OR HEREAFTER MAY BE CONSTITUTED OR ACQUIRED AS THEIR INTERESTS MAY APPEAR AND ALSO THE INTERESTS OF THE NAMED INSURED IN ANY OTHER ENTITIES, TRUSTS, PARTNERSHIPS, JOINT VENTURES, ASSOCIATIONS, OR OTHER UNDERTAKINGS TO THE EXTENT THAT SUCH INTERESTS ARE THE LEGAL OBLIGATIONS OF THE INSURED.



A Member Company of G.V. Starr & Co., Inc.
3353 Peachtree Road NE, Suite 1000
Atlanta, GA 30326

GALAXY
INSURANCE

Certificate of Insurance

Certificate Holder: PALM BEACH COUNTY DEPARTMENT OF AIRPORTS
846 PALM BEACH INTERNATIONAL AIRPORT
WEST PALM BEACH, FL 33406-1470

Named Insured: BOCA AVIATION AND GALAXY AVIATION
C/O JET SHARING, INC., 2255 GLADES ROAD
SUITE 321-A
BOCA RATON, FL 33431

Policy Period: From DECEMBER 31, 2010 To DECEMBER 31, 2011

Policy Number: 9957-0073-05

Issuing Company: FEDERAL INSURANCE COMPANY

This is to certify that the policy(ies) listed herein have been issued providing coverage for the listed Insured as further described. This certificate of insurance is not an insurance policy and does not amend, extend, or alter the coverage afforded by the policy(ies) listed herein. Notwithstanding any requirement, term or condition of any contract, or other document with respect to which this certificate of insurance may be concerned or may pertain, the Insurance afforded by the policy(ies) listed on this certificate is subject to all the terms, exclusions, and conditions of such policy(ies).

Aviation Commercial General Liability	Limits of Insurance
Each Occurrence Limit	\$ 20,000,000.
Damage to Premises Rented to You Limit	\$ 500,000. Any one premises
Medical Expense Limit	\$ 10,000. Any one person
Personal & Advertising Injury Aggregate Limit	\$ 20,000,000.
General Aggregate Limit	\$ NOT APPLICABLE
Products/Completed Operations Aggregate Limit	\$ 20,000,000.
Hangarkeepers Limit	
Each Aircraft Limit	\$ 20,000,000.
Each Loss Limit	\$ 30,000,000.
Hangarkeeper's Deductible	\$ AS ENDORSED Each Aircraft

FOR FURTHER INFORMATION, PLEASE REFER TO THE ATTACHED ENDORSEMENT FORM, STARR 10062.

ON-PREMISES AUTO LEGAL LIABILITY LIMIT : \$5,000,000

Bowman
2/14/2011
RW

Certificate Number: 19.1
Issued By and Date: DECEMBER 15, 2010 (MFL)

Starr 10058 (6/06)

By

(Authorized Representative)

ADDITIONAL INSURED - MANAGERS OR LESSORS OF PREMISES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

1. Designation of Premises (Part Leased to You):

2. Name of Person or Organization (Additional Insured):

PALM BEACH COUNTY DEPARTMENT OF AIRPORTS
846 PALM BEACH INTERNATIONAL AIRPORT
WEST PALM BEACH, FL 33406-1470

3. Additional Premium: INCLUDED

(If no entry appears above, the information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (SECTION II) is amended to include as an insured the person or organization shown in the Schedule but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule and subject to the following additional exclusions:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
2. Structural alterations, new construction or demolition operations performed by or on behalf of the person or organization shown in the Schedule.

All other provisions of this policy remain the same.

This endorsement becomes effective DECEMBER 31, 2010 to be attached to and hereby made a part of:

Policy No. 9957-0073-05

Issued to BOCA AVIATION AND GALAXY AVIATION

By FEDERAL INSURANCE COMPANY

Endorsement No. 33

Date of Issue DECEMBER 17, 2010 (MFL)

Starr 10062 (2/06)

By



(Authorized Representative)