

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
Operating Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	* see below -0-	_____	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget? Yes _____ No _____
 Budget Account No: Fund _____ Department _____ Unit _____ Object _____
 Reporting Category _____

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

*There is no direct fiscal impact for the attached Receive and File Sublease and Sub-Sublease Agreements. The County leases, under a Master Lease, to tenants such as Galaxy and Piedmont Hawthorne Aviation, LLC, d/b/a Landmark Aviation, who in turn sublease these properties. This agenda item only deals with subleases which the County has no direct interest.

C. Departmental Fiscal Review: *[Signature]*

III. REVIEW COMMENTS

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

[Signature] 2/7/2012
 OFMB VA
 2/6/12 2/7/12

[Signature] 2/7/12
 Contract Dev. and Control
 2-7-12/B. Wheeler

B. Legal Sufficiency:

[Signature] 2/7/12
 Assistant County Attorney

C. Other Department Review:

 Department Director

CONSENT TO SUB-SUBLEASE

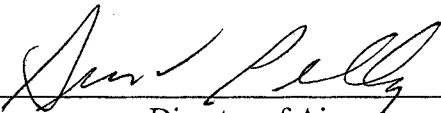
PALM BEACH COUNTY, a political subdivision of the State of Florida, the "COUNTY", by and through its Department of Airports, under that certain Lease Agreement with Galaxy Aviation of Palm Beach, Inc. (the "LESSEE"), dated October 18, 2000 (R-2000-1067), as amended (the "Master Lease Agreement"), hereby consents to SUBLESSEE, Rotortech Services, Inc. (the "SUBLESSOR"), entering into a Sub-Sublease Agreement dated December 9, 2011, and commencing on January 1, 2012, (the "Sub-Sublease") with SUB-SUBLEESSEE, Cambata Aviation International LLC d/b/a StarPort, (the "SUB-SUBLEESSEE") for the Sub-Sublease of certain premises contained within the leasehold of LESSEE under the Master Lease Agreement.

Notwithstanding any provision of the Sub-Sublease to the contrary, the COUNTY hereby rejects any such provision in the Sub-Sublease, if any, which gives a greater right to the SUB-SUBLEESSEE than that which the LESSEE has and, further, the COUNTY rejects any provision of the Sub-Sublease which purports to give the SUB-SUBLEESSEE a right or interest in the premises independent of the LESSEE's Master Lease Agreement with the COUNTY. It is the express intent of the COUNTY in giving its consent that any forfeiture, loss, or termination of the LESSEE's Master Lease Agreement shall automatically terminate any sublease and sub-sublease of the premises. In giving its consent to sub-sublease the premises, Palm Beach County does not in any manner adopt, accept, or approve the terms of the Sub-Sublease or alter the terms of the Sub-Sublease.

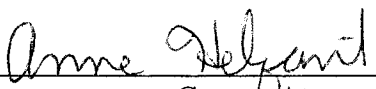
It is the COUNTY's intent that the LESSEE shall remain liable to COUNTY for all rights and obligations contained in its Master Lease Agreement with the COUNTY.

JAN 04 2012

APPROVED this ___ day of _____ 20___, by the County Administrator or the Director of the Department of Airports on behalf of and pursuant to the authority granted by the Board of County Commissioners.

By: 
Title: Director of Airports

Approved as to Form and Legal Sufficiency:

By: 
County Attorney

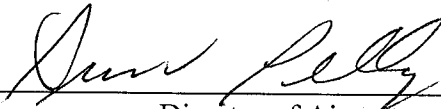
CONSENT TO SUB-SUBLEASE

PALM BEACH COUNTY, a political subdivision of the State of Florida, the "COUNTY", by and through its Department of Airports, under that certain Lease Agreement with Galaxy Aviation of Palm Beach, Inc. (the "LESSEE"), dated October 18, 2000 (R-2000-1067), as amended (the "Master Lease Agreement"), hereby consents to SUBLESSEE, Rotortech Services, Inc. (the "SUBLESSOR"), entering into a Sub-Sublease Agreement dated November 30, 2011 , and commencing on January 1, 2012, (the "Sub-Sublease") with SUB-SUBLESSEE, Coptertech, LLC, (the "SUB-SUBLESSEE") for the Sub-Sublease of certain premises contained within the leasehold of LESSEE under the Master Lease Agreement.

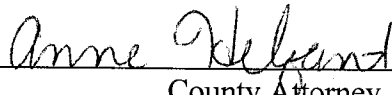
Notwithstanding any provision of the Sub-Sublease to the contrary, the COUNTY hereby rejects any such provision in the Sub-Sublease, if any, which gives a greater right to the SUB-SUBLESSEE than that which the LESSEE has and, further, the COUNTY rejects any provision of the Sub-Sublease which purports to give the SUB-SUBLESSEE a right or interest in the premises independent of the LESSEE's Master Lease Agreement with the COUNTY. It is the express intent of the COUNTY in giving its consent that any forfeiture, loss, or termination of the LESSEE's Master Lease Agreement shall automatically terminate any sublease and sub-sublease of the premises. In giving its consent to sub-sublease the premises, Palm Beach County does not in any manner adopt, accept, or approve the terms of the Sub-Sublease or alter the terms of the Sub-Sublease.

It is the COUNTY's intent that the LESSEE shall remain liable to COUNTY for all rights and obligations contained in its Master Lease Agreement with the COUNTY.

APPROVED this ___ day of JAN 04 2012 20___, by the County Administrator or the Director of the Department of Airports on behalf of and pursuant to the authority granted by the Board of County Commissioners.

By: 
Title: Director of Airports

Approved as to Form and Legal Sufficiency:

By: 
County Attorney

CONSENT TO SUBLEASE

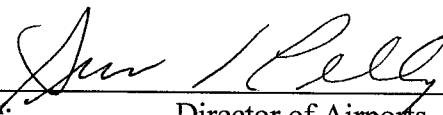
PALM BEACH COUNTY, a political subdivision of the State of Florida, the "COUNTY", by and through its Department of Airports, under that certain Lease Agreement with **Piedmont Hawthorne Aviation, LLC, d/b/a Landmark Aviation** (the "LESSEE"), dated July 20, 2010 (R-2010-1109), (the "Lease Agreement"), hereby consents to LESSEE entering into a Sublease Agreement dated November 22, 2011, and commencing on November 22, 2011, (the "Sublease") with Indian Flight LLC (Richard Hannon), (the "SUBLESSEE") for the sublease of certain premises contained within the leasehold of LESSEE under the Lease Agreement.

Notwithstanding any provision of the Sublease to the contrary, the COUNTY hereby rejects any such provision in the Sublease, if any, which gives a greater right to the SUBLESSEE than that which the LESSEE has and, further, the COUNTY rejects any provision of the Sublease which purports to give the SUBLESSEE a right or interest in the premises independent of the LESSEE's Lease Agreement with the COUNTY. It is the express intent of the COUNTY in giving its consent that any forfeiture, loss, or termination of the LESSEE's Lease Agreement shall automatically terminate any sublease of the premises. In giving its consent to sublease the premises, Palm Beach County does not in any manner adopt, accept, or approve the terms of the Sublease or alter the terms of the Sublease.

It is the COUNTY's intent that the LESSEE shall remain liable to COUNTY for all rights and obligations contained in its Lease Agreement with the COUNTY.

DEC 27 2011

APPROVED this ___ day of _____ 20___, by the County Administrator or the Director of the Department of Airports on behalf of and pursuant to the authority granted by the Board of County Commissioners.

By: 
Title: Director of Airports

Approved as to Form and Legal Sufficiency:

By: 
County Attorney