

PALM BEACH COUNTY
 BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: June 4, 2013 Consent Regular
 Ordinance Public Hearing
 Department:
 Submitted By: Department of Airports
 Submitted For: Department of Airports


I. EXECUTIVE BRIEF


Motion and Title: Staff recommends motion to approve: a Memorandum of Lease (Memorandum) with Galaxy Aviation of Palm Beach, Inc., a Florida Corporation, (Galaxy) to be recorded in the public records, providing notice as to the specific provisions and terms of the current Lease.

SUMMARY: Galaxy Aviation of Palm Beach, Inc., (Galaxy) provides fixed-based operator services for general aviation aircraft at the Palm Beach International Airport (PBIA), pursuant to a Lease Agreement (Lease) dated October 18, 2000 (R-2000-1067), as amended. Galaxy Aviation's principal place of business is in Palm Beach County. The purpose of this Memorandum is to provide a brief summary of the Lease, placing the public on notice as to specific provisions, terms, covenants and conditions of the Lease. The recorded Memorandum is also required in order for Galaxy to acquire financing to construct a new aircraft hangar at PBIA. Countywide (HJF)

Background and Justification: Galaxy will be constructing an additional aircraft storage hangar to support its operations at PBIA. This Memorandum is required to permit Galaxy to secure the financing required to build the additional hangar.

Attachments:
 1. Memorandum of Lease (3)

Recommended By:  5/7/13
Date
 Department Director

Approved By:  5/7/13
Date
 County/Deputy/Assistant County Administrator

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	<u>(0)</u>	<u>(0)</u>	<u>(0)</u>	<u>(0)</u>	<u>(0)</u>
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	* (0)	(0)	(0)	(0)	(0)
No. ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included In Current Budget? Yes _____ No X _____
 Budget Account No: Fund _____ Department _____ Unit _____ RSource _____
 Reporting Category _____

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

* There is no fiscal impact associated with the recording of this Memorandum.

C. Departmental Fiscal Review: *[Signature]*

III. REVIEW COMMENTS

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

[Signature] 5/14/2013
 OFMB
 5/14/2013 5/19

[Signature] 5/20/13
 Contract Dev. and Control
 5-17-13 B Wheeler

B. Legal Sufficiency:

[Signature] 5/21/13
 Assistant County Attorney

C. Other Department Review:

 Department Director

Prepared by and return to:
Morris G. "Skip" Miller, Esq.
Greenspoon Marder, P.A.
One Clearlake Centre
250 South Australian Avenue
Suite 700
West Palm Beach, FL 33401

MEMORANDUM OF LEASE

This Memorandum, dated as of _____, 2013 between PALM BEACH COUNTY, a political subdivision of the State of Florida (the "Lessor") and GALAXY AVIATION OF PALM BEACH, INC., a Florida corporation (the "Lessee").

A. Lessor and Lessee entered into that certain Lease Agreement dated as of October 18, 2000, as amended, in particular pursuant to that certain First Amendment to Lease Agreement dated March 1, 2005 ("First Amendment"), as further amended pursuant to that certain Second Amendment to Lease Agreement dated September 6, 2007, that certain Third Amendment to Lease Agreement dated February 24, 2009, that certain Fourth Amendment to Lease Agreement dated May 5, 2009, that certain Fifth Amendment to Lease Agreement dated August 17, 2010, that certain Sixth Amendment to Lease Agreement dated July 19, 2011, that certain Seventh Amendment to Lease Agreement dated May 15, 2012 and that certain Eighth Amendment to Lease Agreement dated December 18, 2012 (with all written amendments or modifications thereto, together with exhibits, the "Lease"). The Lease is for the real property more particularly described in Exhibit "A", attached hereto and made a part hereof (the "Premises").

B. Lessor and Lessee wish to place of record notice of certain terms of the Lease, as set forth below.

Memorandum

1. Pursuant to the First Amendment, the initial term of the Lease commenced on March 1, 2005, and will terminate on February 28, 2025 ("Initial Term"), unless terminated earlier pursuant to the terms of the Lease, by agreement of the parties or by operation of law. Provided that Lessee is not then in default beyond any applicable cure period, Lessee shall have the right and option to extend the initial term of the Lease for three (3) consecutive renewal terms of five (5) years each.

2. This Memorandum is being recorded for the purpose of placing the public on notice as to the specific provisions, terms, covenants and conditions thereof, and nothing herein contained is intended to or does change, modify or affect any of the terms or provisions of the Lease or the rights, duties, obligations, easements and covenants running with the land created hereby, all of which remain in full force and effect.

3. In the event of any termination of the Lease, Lessee hereby authorizes and directs Lessor to record a notice of such termination and a cancellation of this Memorandum.

4. This Memorandum is not a complete summary of the Lease. Provisions in the Memorandum shall not be used to interpret the provisions of the Lease, and, in the event of a conflict between this Memorandum and the Lease, the Lease shall control.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Memorandum of Lease 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

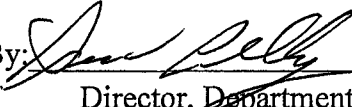
By: _____
Steven L. Abrams, Mayor

(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 subscribing witnesses for Lessee:

SMAJS
Signature

SETH MAYER
Print Name

[Handwritten Signature]
Signature

Bliss Benak
Print Name

LESSEE:

GALAXY AVIATION OF PALM BEACH, INC., a Florida corporation

By: [Handwritten Signature]

Name: Jonathan P. Miller

Title: Executive Vice President

STATE OF FLORIDA)
) ss:
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 2 day of May, 2013, by Jonathan P. Miller, Executive Vice President of GALAXY AVIATION OF PALM BEACH, INC., a Florida corporation, on behalf of the corporation. He is personally known to me or has produced a driver's license as identification.

[Handwritten Signature]
Signature of Notary Public

Daniel Bayard III
Printed Name of Notary Public

My commission expires:

(Seal)

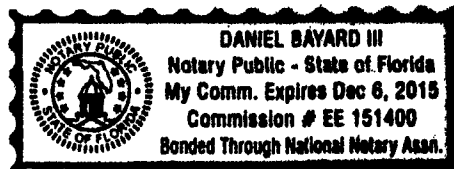


EXHIBIT A

Legal Description

PARCEL S-9

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 SOUTHWEST CORNER OF SAID SECTION 31; THENCE SOUTH $88^{\circ} 47'38''$ EAST ALONG THE SOUTH LINE OF SAID SECTION 31, A DISTANCE OF 1620.83 FEET; THENCE NORTH $01^{\circ} 12'22''$ EAST AT RIGHT ANGLES TO THE PRECEDING COURSE, A DISTANCE OF 563.60 FEET TO THE POINT OF BEGINNING; THENCE NORTH $02^{\circ} 20'13''$ EAST, A DISTANCE OF 50.00 FEET; THENCE NORTH $88^{\circ} 15'19''$ WEST, A DISTANCE OF 155.00 FEET; THENCE NORTH $02^{\circ} 01'30''$ EAST, A DISTANCE OF 514.40 FEET; THENCE SOUTH $87^{\circ} 40'30''$ EAST, A DISTANCE OF 1728.66 FEET; THENCE SOUTH $02^{\circ} 13'35''$ WEST, A DISTANCE OF 570.36 FEET; THENCE NORTH $88^{\circ} 5'159''$ WEST, A DISTANCE OF 168.87 FEET; THENCE SOUTH $02^{\circ} 35'55''$ WEST, A DISTANCE OF 45.72 FEET; THENCE NORTH $89^{\circ} 00'56''$ WEST, A DISTANCE OF 938.31 FEET; THENCE SOUTH $41^{\circ} 32'24''$ WEST, A DISTANCE OF 118.69 FEET; THENCE SOUTH $49^{\circ} 45'31''$ WEST, A DISTANCE OF 114.00 FEET TO THE NORTH LINE OF THE AIRPORT PERIMETER ROAD; THENCE NORTH $88^{\circ} 47'38''$ WEST ALONG SAID NORTH LINE, A DISTANCE OF 50.51 FEET; THENCE NORTH $43^{\circ} 25'38''$ WEST, A DISTANCE OF 356.51 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH

PARCEL S-5

A PARCEL OF LAND LOCATED WITHIN PALM BEACH INTERNATIONAL AIRPORT PROPERTY, SITUATED IN THE SOUTHEAST QUARTER OF SECTION 36, TOWNSHIP 43 SOUTH, RANGE 42 EAST AND THE SOUTHWEST QUARTER OF 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 36, ALSO BEING THE SOUTHWEST CORNER OF SAID SECTION 31; THENCE NORTH $01^{\circ} 31'44''$ EAST, A DISTANCE OF 370.84 FEET TO THE POINT OF BEGINNING; THENCE NORTH $88^{\circ} 28'13''$ WEST, A DISTANCE OF 53.09 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTH AND HAVING A RADIUS OF 422.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $20^{\circ} 34'54''$, AN ARC DISTANCE OF 151.59 FEET TO THE POINT OF TANGENCY; THENCE SOUTH $70^{\circ} 56'53''$ WEST, A DISTANCE OF 94.46 FEET; THENCE SOUTH $71^{\circ} 31'24''$ WEST, A DISTANCE OF 12.61 FEET; THENCE NORTH $01^{\circ} 31'47''$ EAST, A DISTANCE OF 263.08 FEET TO THE SOUTH LINE OF THE DIGITAL AIRPORT SURVEILLANCE RADAR SITE; THENCE SOUTH $89^{\circ} 59'52''$ EAST ALONG THE SOUTH LINE OF SAID RADAR SITE, A DISTANCE OF 197.01 FEET TO THE SOUTHEAST CORNER OF SAID RADAR SITE; THENCE NORTH $00^{\circ} 00'08''$ EAST ALONG THE EAST LINE AND NORTHERLY PROLONGATION OF SAID RADAR SITE, A DISTANCE OF 224.34 FEET; THENCE SOUTH $87^{\circ} 37'27''$ EAST, A DISTANCE OF 863.55 FEET TO THE WEST LINE OF THE SIGNATURE LEASE; THENCE SOUTH $00^{\circ} 07'55''$ WEST ALONG SAID WEST LINE, A DISTANCE OF 182.32 FEET TO THE NORTH LINE OF THE FLIGHT SAFETY LEASE; THENCE SOUTH $89^{\circ} 44'48''$ WEST ALONG THE NORTH LINE OF SAID LEASE, A DISTANCE OF 385.12 FEET; THENCE SOUTH $00^{\circ} 03'39''$ WEST A DISTANCE OF 278.94 FEET; THENCE NORTH $68^{\circ} 21'00''$ WEST, A DISTANCE OF 92.94 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTH AND HAVING A RADIUS OF 422.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $20^{\circ} 07'13''$, AN ARC DISTANCE OF 148.19 FEET TO THE POINT OF TANGENCY; THENCE NORTH $88^{\circ} 28'13''$ WEST, A DISTANCE OF 146.91 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH

PARCEL S-1B

A PARCEL OF LAND LOCATED WITHIN PALM BEACH INTERNATIONAL AIRPORT PROPERTY, SITUATED IN THE SOUTHEAST QUARTER OF SECTION 36, TOWNSHIP 43 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 36; THENCE NORTH 88° 44'23" WEST ALONG THE SOUTH LINE OF SAID SECTION 36, A DISTANCE OF 1152.72 FEET; THENCE NORTH 01° 15'37" EAST AT RIGHT ANGLES TO THE PRECEDING COURSE, A DISTANCE OF 386.98 FEET TO THE NORTH LINE OF THE AIRPORT PERIMETER ROAD AND POINT OF BEGINNING NO.1; THENCE NORTH 02° 25'41" EAST ALONG THE EAST LINE OF LEASE PARCEL S-4 AND ITS NORTHERLY PROLONGATION, A DISTANCE OF 324.64 FEET; THENCE SOUTH 87° 35'40" EAST, A DISTANCE OF 266.14 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 50.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 89° 36'40", AN ARC DISTANCE OF 78.20 FEET TO THE POINT OF TANGENCY; THENCE NORTH 02° 47'40" EAST, DISTANCE OF 58.65 FEET; THENCE SOUTH 87° 37'27" EAST, A DISTANCE OF 512.46 FEET; THENCE SOUTH 00° 00'08" WEST ALONG THE NORTHERLY PROLONGATION AND THE WEST LINE OF THE DIGITAL AIRPORT SURVEILLANCE RADAR SITE, A DISTANCE OF 232.96 FEET TO THE SOUTHWEST CORNER OF SAID RADAR SITE; THENCE SOUTH 89° 59'52" EAST ALONG THE SOUTH LINE OF SAID RADAR SITE, A DISTANCE OF 10.99 FEET TO THE NORTHERLY PROLONGATION OF THE WEST LINE OF P.B.I.A. LEASE PARCEL S-5; THENCE SOUTH 01° 31'47" WEST ALONG SAID PROLONGATION AND WEST LINE, A DISTANCE OF 263.06 FEET TO SAID NORTH LINE OF THE AIRPORT PERIMETER ROAD BEING A POINT ON THE ARC OF A NON-TANGENT CURVE, HAVING A RADIUS OF 628.00 FEET (A RADIAL LINE FROM SAID POINT BEARS NORTH 17° 54'32" WEST); THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 30° 10'47" AN ARC DISTANCE OF 330.79 FEET TO THE POINT OF TANGENCY; THENCE NORTH 77° 43'45" WEST ALONG SAID TANGENT LINE AND THE NORTH LINE OF THE AIRPORT PERIMETER, A DISTANCE OF 536.21 FEET TO POINT OF BEGINNING NO. 1.

TOGETHER WITH

PARCEL S-1D

A PARCEL OF LAND LOCATED WITHIN PALM BEACH INTERNATIONAL AIRPORT PROPERTY, SITUATED IN THE SOUTHEAST QUARTER OF SECTION 36, TOWNSHIP 43 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 36; THENCE NORTH 88°44'23" WEST ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 36, A DISTANCE OF 1152.72 FEET; THENCE NORTH 01°15'37" EAST AT RIGHT ANGLES TO THE PRECEDING COURSE, A DISTANCE OF 386.98 FEET TO THE NORTH LINE OF THE AIRPORT PERIMETER ROAD AND THE SOUTHWEST CORNER OF LEASE PARCEL S-1B; THENCE NORTH 02°25'41" EAST ALONG THE WEST LINE OF LEASE PARCEL S-1B, A DISTANCE OF 324.64 FEET TO THE NORTHWEST CORNER OF LEASE PARCEL S-1B AND THE POINT OF BEGINNING; THENCE CONTINUE NORTH 02°25'41" EAST ALONG SAID PROLONGATION, A DISTANCE OF 149.94 FEET; THENCE SOUTH 87°37'27" EAST, A DISTANCE OF 120.00 FEET TO THE NORTHERN PROLONGATION OF THE WEST LINE OF LEASE PARCEL S-1C; THENCE SOUTH 02°25'41" WEST ALONG SAID PROLONGATION AND WEST LINE, A DISTANCE OF 150.00 FEET TO THE NORTH LINE OF SAID PARCEL S1-B; THENCE NORTH 87°35'40" WEST ALONG SAID NORTH LINE, A

DISTANCE OF 120.00 FEET TO SAID NORTHWEST CORNER OF LEASE PARCEL S-1B AND THE POINT OF BEGINNING.

TOGETHER WITH

PARCEL S-1E

A PARCEL OF LAND LOCATED WITHIN PALM BEACH INTERNATIONAL AIRPORT PROPERTY, SITUATED IN THE SOUTHEAST QUARTER OF SECTION 36, TOWNSHIP 43 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 36; THENCE NORTH 88°44'23" WEST ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 36, A DISTANCE OF 1152.72 FEET; THENCE NORTH 01°15'37" EAST AT RIGHT ANGLES TO THE PRECEDING COURSE, A DISTANCE OF 386.98 FEET TO THE NORTH LINE OF THE AIRPORT PERIMETER ROAD AND THE SOUTHWEST CORNER OF LEASE PARCEL S-1B; THENCE NORTH 02°25'41" EAST ALONG THE WEST LINE OF SAID LEASE PARCEL S-1B, A DISTANCE OF 282.76 FEET TO THE NORTHEAST CORNER OF LEASE PARCEL S-4 AND THE POINT OF BEGINNING; THENCE NORTH 87°34'19" WEST ALONG THE NORTH LINE OF SAID LEASE PARCEL S-4, A DISTANCE OF 100.00 FEET; THENCE NORTH 02°25'41" EAST, A DISTANCE OF 191.72 FEET; THENCE SOUTH 87°37'27" EAST, A DISTANCE OF 100.00 FEET TO THE WEST LINE OF LEASE PARCEL S-1D; THENCE SOUTH 02°25'41" WEST ALONG SAID WEST LINE, A DISTANCE OF 191.82 FEET TO THE NORTHEAST CORNER OF SAID LEASE PARCEL S-4 AND THE POINT OF BEGINNING.

CERTIFICATE
(Corporation)

The undersigned hereby certifies that the following are true and correct statements:

1. That Brett Greenberg is the Secretary of Galaxy Aviation of Palm Beach, Inc., a corporation organized and existing in good standing under the laws of the State of Florida, hereinafter referred to as the "Corporation", and that the following Resolutions are true and correct copies of certain Resolutions adopted by the Board of Directors of the Corporation as of the 1st day of May 2013, in accordance with the laws of the State of Florida, the Articles of Incorporation and the By-laws of the Corporation:

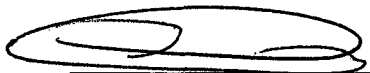
RESOLVED, that the Corporation shall enter into that certain Memorandum of Lease dated June 4, 2013 by and between the Corporation and Palm Beach County, a political subdivision of the State of Florida, in the form attached hereto (the "Memorandum"); and be it

FURTHER RESOLVED, that Jonathan Miller, the Executive Vice President of the Corporation, is hereby authorized and instructed to execute the Memorandum and such other instruments as may be necessary and appropriate for the Corporation to enter into in connection with the Memorandum in such form and substance as Jon Miller in its discretion shall determine to be in the Corporation's best interest.

2. That the foregoing resolutions have not been modified, amended or rescinded, revoked or otherwise changed and remain in full force and effect as of the date hereof.

3. That the Corporation is in good standing under the laws of the State of Florida and has qualified to do business in the State of Florida and has the full power and authority to enter into the Memorandum

IN WITNESS WHEREOF, the undersigned has set his hand and affixed the Corporate Seal of the Corporation the 1st day of May 2013.



Brett Greenberg
Secretary

(Corporate Seal)