

## EXHIBIT B

### CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 4/12/10

Contract/Lease Control #: L10-0365-AP

Bid #: N/A

Contract/Lease Type: REVENUE

Award To/Lessee: CHARLES CUSTER

Lessor/Owner: OKALOOSA COUNTY

Effective Date: 4/07/2010

Expiration Date: 1/14/2022

Description of Contract/Lease: DAP STORAGE ROOM ADJACENT TO BLOCK 8 LOT 2

Department Manager: AP

Department Monitor: DONOVAN

Monitor's Telephone #: 651-7160

Monitor's FAX # OR E-Mail: GONOVAN@CO.OKALOOSA.FL.US

Date Closed: \_\_\_\_\_

Cc: Finance Dept Contracts & Grants Division

### ADDITIONAL INSURED ENDORSEMENT

In consideration of an additional premium of \$ \_\_\_\_ (Included) \_\_\_\_, the following are included as additional **insured**, but only with respect to the liability coverage afforded by this policy and is subject to the following:

As respects N472

(Only the clause(s) indicated by an "X" shall apply.)

- Excess Liability - Coverage only applies after all other coverage available to the additional **insured** has been exhausted.
- Non-operational - Coverage only applies with respect to the vicarious liability of the additional **insured** for the operation of the **aircraft** by the Named **Insured**, including any interest in the **aircraft** as owner/lessor.
- Flight Instruction - Coverage only applies while instructing, supervising, evaluating or examining the following pilots, who must also meet the requirements of the Pilots Endorsement:  
\_\_\_\_\_
- Hangarkeepers - Coverage only applies with respect to the storage of **your aircraft**.
- Workmanship Exclusion - Coverage does not apply to any **occurrence** arising from the design, manufacture, modification, repair, sale, or servicing of **your aircraft** other than ground handling.

Additional **Insured**:

OKALOOSA COUNTY BOARD OF COUNTY COMMISSIONERS  
DESTIN-FORT WALTON BEACH AIRPORT ADMINISTRATION, 1701 STATE ROAD 85 N  
EGLIN AFB, FL 32542-1498

All other provisions of this policy remain the same.

CONTRACT#: L10-0365-AP  
CHARLES D. CUSTER  
DAP STORAGE ROOM ADJACENT TO  
BLOCK 8 LOT 2  
EXPIRES: 01/14/2022

This endorsement becomes effective December 14, 2020 to be attached to and hereby made a part of Policy No. LA 000281079-05 issued to CHARLES D. CUSTER

By NATIONAL UNION FIRE INSURANCE CO. OF PITTSBURGH, PA

Endorsement No. 19

Date of Issue December 15, 2020

By   
(Authorized Representative)

LAD26 (1/05)

# AIG AEROSPACE INSURANCE SERVICES, INC.

## CERTIFICATE OF INSURANCE

THIS IS TO CERTIFY TO: OKALOOSA COUNTY BOARD OF COUNTY COMMISSIONERS  
 DESTIN-FORT WALTON BEACH AIRPORT ADMINISTRATION, 1701 STATE ROAD 85 N  
 EGLIN AFB, FL 32542-1498

THAT THE FOLLOWING POLICY/IES OF INSURANCE HAS/HAVE BEEN ISSUED TO:  
 CHARLES D. CUSTER  
 3753 MISTY WAY  
 DESTIN, FL 32541,

POLICY NO. LA 000281079-05  
 POLICY PERIOD: From May 20, 2020 to May 20, 2021  
 INSURANCE COMPANY NATIONAL UNION FIRE INSURANCE CO. OF PITTSBURGH, PA

Coverage only applies as indicated by a specific limit and deductible.

### Limits of Liability

- |  |   |
|--|---|
| A. Aircraft Liability Single Limit for <b>Bodily Injury</b> and <b>Property Damage</b> <u>In</u> cluding <b>Passengers</b> , but <b>Passenger Bodily Injury</b> Limited within the Single Limit to | \$ <u>1,000,000.</u> each <b>occurrence</b> |
| B. <b>Medical Expense</b> <u>In</u> cluding crew   | \$ <u>100,000.</u> each <b>passenger</b>    |
| C. <b>Physical Damage</b> to <b>Your Aircraft</b>  | \$ <u>5,000.</u> each <b>passenger</b>      |

### Coverage Type and Deductibles

ID Number	Year	Make and Model	Agreed Value	Coverage Type and Deductibles		
				Not-in-Motion	Not-in-Flight	Flight
N472	1963	CESSNA 205	\$ 100,000.	\$ 0.	\$ 0.	\$ 0.
			\$	\$	\$	\$
			\$	\$	\$	\$
			\$	\$	\$	\$
			\$	\$	\$	\$

### THIS CERTIFICATE HOLDER IS:

1. included as additional insured as respects liability coverage but coverage only applies after all other coverage available to the additional insured has been exhausted;
2. included as additional insured as respects liability coverage but coverage only applies with respect to the vicarious responsibility of the additional insured for the operation of the aircraft by the Named Insured, including any interest in the aircraft as owner/lessor;
3. included as additional insured as respects liability coverage but coverage only applies with respect to the storage of insured aircraft;
4. included as additional insured as respects liability coverage but coverage does not apply to any occurrence arising from the design, manufacture, modification, repair, sale, or servicing of insured aircraft other than ground handling.

30 days notice of cancellation

The **Aviation Managers** has made provision to give the certificate holder prompt notice of cancellation of any policy above. But, the **Aviation Managers** assumes no responsibility for failure to provide such notice. This certificate does not change in any way the actual coverages provided by the policy/ies specified above.

Certificate No. 12598861-19

Date of Issue December 15, 2020

By   
 (Authorized Representative)

LAD30 (10/16)

CONTRACT#: L10-0365-AP  
CHARLES CUSTER  
DAP STORAGE ROOM ADJACENT TO  
BLOCK 8 LOT 2  
EXPIRES: 01/14/2022

**AMENDMENT OF LEASE L10-0365-AP**  
CHARLES CUSTER LEASE FOR STORAGE SPACE AT THE  
DESTIN EXECUTIVE AIRPORT

This Amendment of Lease made and entered into this 21 day of MAY, 2019, hereby approves this Amendment for lease L10-0365-AP (“the Lease Agreement”), between Charles Custer, (“Lessee”), and Okaloosa County, Florida through its Board of County Commissioners (hereinafter the “County”).

**WITNESSETH:**

**WHEREAS**, on April 7, 2010, Lessee entered into a Lease for Storage Space Agreement, L10-0365-AP with the County at the Destin Executive Airport with a current expiration date of January 14, 2022; and

**WHEREAS**, on October 18, 2016 the Board approved the new appraisal rate of \$1.50 per square foot, which the parties now desire to incorporate within the Lease Agreement; and

**WHEREAS**, on November 15, 2016 the Board approved the new language for storage of items in the hangar, which the parties now desire to incorporate within the Lease Agreement; and

**WHEREAS**, the County as a recipient of federal assistance is required to incorporate specific provisions in grant funded leases. These provisions are being incorporated in this amendment as listed in Exhibit “B”; and

**WHEREAS**, the parties now desire to provide additional revisions to the Lease Agreement.

**NOW THEREFORE**, in consideration of the mutual covenants herein and other good and valuable consideration, the executing parties consent to and agrees to the following:

**AMENDMENT**

Lease L10-0365-AP is amended as follows:

1. Section 4 titled “Rental Fees”, is deleted and replaced as follows:

Lessee shall pay in advance an annual storage space fee. The fee shall be adjusted in accordance with Section 5. The storage space fee and applicable sales tax will be billed annually, in advance, and is payable to Okaloosa County. Okaloosa County Airports, 1701 State Road 85 North, Suite 1, Eglin AFB, Florida 32542-1498. This lease includes FIVE HUNDRED FORTY TWO (542) square feet at ONE DOLLAR AND FIFTY CENTS (\$1.50) per square foot per year for a total annual cost of EIGHT HUNDRED THIRTEEN

DOLLARS (\$813.00) plus state sales tax retroactive to October 1, 2016.

2. Section 5 titled "Escalation Clause", is deleted and replaced as follows:

The ground lease shall be increased annually to reflect the increase in the Consumer Price Index ("CPI") based on a twelve (12) month September through August average. The "CPI" shall be the revised Consumer Price Index for All Urban Consumers for all items – U. S. City Average, published by the Bureau of Labor Statistics, U. S. Department of Labor, 1982-84= 100 (CPI-U).

3. Section 10 titled "Care of Leased Premises", is deleted and replaced as follows:

Lessee shall keep said hangar and premises neat, clean, and orderly at all times. Hangars located on airport property shall be used for aeronautical purposes. Lessee is permitted to store non-aeronautical items in hangars provided the items do not interfere with the aeronautical use of the hangar and or impede the movement or access of the aircraft or other aeronautical contents of the hangar. All petroleum products, solvents, cleaners and flammable material shall be stored in an approved fireproof rated cabinet. Used petroleum products, solvents, cleaners and cleaning materials shall be disposed of both in accordance with all governmental regulations and off the County premises.

4. Section 12 titled "Taxes", is deleted and replaced as follows:

Taxes and Assessments: Lessee shall pay all taxes, assessments, and other similar charges required by any local, state or federal law, including but not limited to such taxes and assessments as may from time to time be imposed by the County, if so authorized, which by law may be levied or assessed against any of the premises occupied by Lessee pursuant to this Lease Agreement, or which may arise out of or are identical to the conduct of Lessee's operation and activities under this Agreement or by reason of Lessee's occupancy of its facilities or use of County facilities under this Agreement. Lessee shall protect, reimburse and indemnify County from and assume all liability for its tax and assessment obligations under the terms of this Lease Agreement.

5. Section 17 c titled "Insurance", is deleted and replaced as follows:

All aircraft liability and public liability coverage shall be endorsed to include Okaloosa County as Additional Insured. In addition, all insurance policies shall contain a clause to provide thirty (30) days

written notice to Okaloosa County for any changes, cancellations or non-renewal of the policy, with the exception of ten (10) day notice for cancellation due to non-payment of premium. Prior to occupying the Leased Premises and annually upon renewal, Lessee shall furnish County a Certificate of Insurance evidencing all required insurance. The Certificate(s) of Insurance shall be delivered to Okaloosa County, 5479 A Old Bethel Road, Crestview, FL 32536 and a copy to Okaloosa County Airports, 1701 State Road 85 North, Suite 1, Eglin Air Force Base, FL 32542-1498. On request, Lessee shall deliver an exact copy of the policy or policies including all endorsements.

6. Section 27 "Place of Payments" of L10-0364-AP, is hereby deleted and replaced as follows:

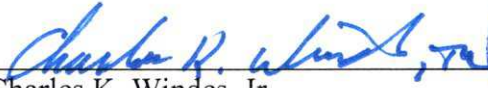
All payments and notices to COUNTY shall be given or mailed to the following address: Okaloosa County, Okaloosa County Airports, 1701 State Road 85 North, Suite 1, Eglin Air Force Base, Florida, 32542-1498.

7. Lessee agrees to comply with all federal regulations, including, but not limited to those set forth in Exhibit "A", attached hereto and incorporated herein.
8. All other provisions of the Lease Agreement shall remain in full force and effect through the duration of the lease term.

(The remainder of this page intentionally left blank)

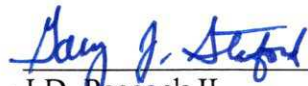
IN WITNESS WHEREOF, the parties hereto have executed this amendment as of the day and year first written.

OKALOOSA COUNTY, FLORIDA

  
\_\_\_\_\_  
Charles K. Windes, Jr.  
Chairman, Board of County Commissioners  
Date:           MAY 21 2019          



ATTEST:

  
\_\_\_\_\_  
J.D. Peacock II  
Clerk of Circuit Court



LESSEE

Charles Custer  
Charles Custer  
Date: 1-29-2019

ATTEST:

Frank Kimble  
Witness  
Rose Bartlett  
Witness

ACKNOWLEDGMENTS

STATE OF FL  
COUNTY OF Okaloosa

Before me, the undersigned officer duly authorized to take acknowledgments in the COUNTY and STATE aforesaid, personally appeared CHARLES CUSTER who, under oath, deposes and says that he is authorized to execute contracts and lease agreements and that he executed the foregoing instrument for the uses and purposes contained therein.

Sworn and subscribed before me this 29<sup>th</sup> day of January, 2019, AD.



Kyrie Ann Raymond  
NOTARY

My Commission Expires: 07/04/22



## **Exhibit "B"**

### **GENERAL CIVIL RIGHTS PROVISIONS**

The Lessee and its transferee agree to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision obligates the Lessee or its transferee for the period during which Federal assistance is extended to the airport through the Airport Improvement Program.

In cases where Federal assistance provides, or is in the form of personal property; real property or interest therein; structures or improvements thereon, this provision obligates the party or any transferee for the longer of the following periods:

- (a) The period during which the property is used by Okaloosa County or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or
- (b) The period during which Okaloosa County or any transferee retains ownership or possession of the property.

A. The Lessee, for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the Lessee will use the premises in compliance with all other requirements imposed by or pursuant to the List of discrimination Acts And Authorities.

B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above nondiscrimination covenants, Okaloosa County will have the right to terminate the lease, and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said lease had never been made or issued.

C. With respect to deeds, in the event of breach of any of the above nondiscrimination covenants, Okaloosa County will there upon revert to and vest in and become the absolute property of Okaloosa County and its assigns.\*

#### **Title VI List of Pertinent Nondiscrimination Acts and Authorities**

During the performance of this lease, the Lessee, for itself, its assignees, and successors in interest (hereinafter referred to as the "Lessee") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);

49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);

The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;

The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);

Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;

The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).

## **FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)**

All leases and subleases that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The Lessee has full responsibility to monitor compliance to the referenced statute or regulation. The Lessee must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division

## **OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970**

All leases and subleases that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Lessee must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Lessee retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Lessee must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

## **E-VERIFY**

Enrollment and verification requirements.

- (1) If the Lessee is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Lessee shall-
  - a. Enroll. Enroll as a Federal Contractor in the E-Verify Program within thirty (30) calendar days of contract award;
  - b. Verify all new employees. Within ninety (90) calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Lessee, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); and,
  - c. Verify employees assigned to the lease. For each employee assigned to the lease, initiate verification within ninety (90) calendar days after date of enrollment or within thirty (30) calendar days of the employee's assignment to the lease, whichever date is later (but see paragraph (b)(4) of this section.)
- (2) If the Lessee is enrolled as a Federal Contractor in E-Verify at time of lease award, the Lessee shall use E-Verify to initiate verification of employment eligibility of

- a. All new employees.
    - i. Enrolled ninety (90) calendar days or more. The Lessee shall initiate verification of all new hires of the Lessee, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); or
    - ii. Employees assigned to the lease. For each employee assigned to the lease, the Lessee shall initiate verification within ninety (90) calendar days after date of contract award or within thirty (30) days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section.)
  - b. Enrolled less than ninety (90) calendar days. Within ninety (90) calendar days after enrollment as a Federal Contractor in E-Verify, the Lessee shall initiate verification of all new hires of the lessee, who are working in the United States, whether or not assigned to the lease, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); or
    - ii. Employees assigned to the lease. For each employee assigned to the lease, the Lessee shall initiate verification within ninety (90) calendar days after date of contract award or within thirty (30) days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section.)
- (3) If the Lessee is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State or local government or the government of a Federally recognized Indian tribe, or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Lessee may choose to verify only employees assigned to the lease, whether existing employees or new hires. The Lessee shall follow the applicable verification requirements of (b)(1) or (b)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the lease.
- (4) Option to verify employment eligibility of all employees. The Lessee may elect to verify all existing employees hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), rather than just those employees assigned to the lease. The Lessee shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), within one hundred eighty (180) calendar days of-
- i. Enrollment in the E-Verify program; or
  - ii. Notification to E-Verify Operations of the Lessee's decision to exercise this option, using the lease information provided in the E-Verify program Memorandum of Understanding (MOU)
- (5) The Lessee shall comply, for the period of performance of this lease, with the requirements of the E-Verify program MOU.

- i. The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Airline's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Lessee, will be referred to a suspension or debarment official.
- ii. During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the Lessee is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Lessee, then the Lessee must reenroll in E-Verify.
- iii. Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

Individuals previously verified. The Lessee is not required by this clause to perform additional employment verification using E-Verify for any employee-

- (a) Whose employment eligibility was previously verified by the Lessee through the E-Verify program;
- (b) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or
- (c) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD)-12. Policy for a Common Identification Standard for Federal Employees and Contractors.

Subcontracts. The Lessee shall include the requirements of this clause, including this paragraph € (appropriately modified for identification of the parties in each sublease that-

- (1) Is for-(i) Commercial and noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or  
(ii) Construction;
- (2) Has a value of more than \$3,500; and
- (3) Includes work performed in the United States.

**PROCUREMENT/CONTRACT/LEASE  
INTERNAL COORDINATION SHEET**

Procurement/Contract/Lease Number: L10-0365-AP Tracking Number: 3228-19  
Procurement/Contractor/Lessee Name: Charles Custer Grant Funded: YES \_\_\_ NO X  
Purpose: Amendment  
Date/Term: 1-14-22  
Amount: 813.00 annually + tax  
Department: Airports  
Dept. Monitor Name: Stacy

1.  GREATER THAN \$100,000  
2.  GREATER THAN \$50,000  
3.  \$50,000 OR LESS

**Purchasing Review**

Procurement or Contract/Lease requirements are met:  
DeRita Mason Date: 1-3-19  
Purchasing Manager or designee Jeff Hyde, DeRita Mason, Victoria Taravella

**2CFR Compliance Review (if required)**

Approved as written: no federal Grant Name: \_\_\_\_\_  
Date: \_\_\_\_\_  
Grants Coordinator Danielle Garcia

**Risk Management Review**

Approved as written: see email attached Date: 1-3-19  
Risk Manager or designee Laura Porter or Krystal King

**County Attorney Review**

Approved as written: see email attached Date: 1-3-19  
County Attorney Gregory T. Stewart, Lynn Hoshihara, Kerry Parsons or Designee

Following Okaloosa County approval:

**Clerk Finance**

Document has been received:  
\_\_\_\_\_  
Finance Manager or designee Date: \_\_\_\_\_

## DeRita Mason

---

**From:** Parsons, Kerry <KParsons@ngn-tally.com>  
**Sent:** Thursday, January 03, 2019 3:03 PM  
**To:** DeRita Mason  
**Cc:** Lynn Hoshihara  
**Subject:** RE: Custer Storage Room Lease Amendment for Coordination

This is approved for legal and risk purposes.

**Kerry A. Parsons, Esq.**

**Nabors  
Giblin &  
Nickerson**  
ATTORNEYS AT LAW

1500 Mahan Dr. Ste. 200  
Tallahassee, FL 32308  
T. (850) 224-4070  
[Kparsons@ngn-tally.com](mailto:Kparsons@ngn-tally.com)

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**From:** DeRita Mason <dmason@myokaloosa.com>  
**Sent:** Thursday, January 3, 2019 3:44 PM  
**To:** Parsons, Kerry <KParsons@ngn-tally.com>  
**Cc:** Lynn Hoshihara <lhoshihara@myokaloosa.com>  
**Subject:** FW: Custer Storage Room Lease Amendment for Coordination

Please review and approve the attached.

Thank you,

DeRita

---

**From:** Dave Miner  
**Sent:** Thursday, January 03, 2019 2:34 PM  
**To:** DeRita Mason <dmason@myokaloosa.com>  
**Cc:** Allyson Oury <aoury@myokaloosa.com>  
**Subject:** Custer Storage Room Lease Amendment for Coordination

DeRita:

Please start the coordination on Custer Lease Amendment (L10-0365-AP).  
Thank you.

Dave

## Dave Miner

---

**From:** Karen Donaldson  
**Sent:** Monday, May 6, 2019 9:02 AM  
**To:** Dave Miner  
**Cc:** DeRita Mason  
**Subject:** RE: COI Custer for Compliance

Dave  
This is approved by risk.

DeRita

Please scan to file. (L09-0349-AP and L10-0365-AP)

Thank you

*Karen Donaldson*

Karen Donaldson  
Public Records and Contracts Specialist  
Okaloosa County Risk Management  
5479-B Old Bethel Rd.  
Crestview, Fl. 32536  
850.683.6207  
[KDonaldson@myokaloosa.com](mailto:KDonaldson@myokaloosa.com)



*Please note: Due to Florida's very broad public records laws, most written communications to or from county employees regarding county business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure.*

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**From:** Dave Miner <dminer@myokaloosa.com>  
**Sent:** Friday, May 3, 2019 4:03 PM  
**To:** Karen Donaldson <kdonaldson@myokaloosa.com>  
**Cc:** Allyson Oury <aoury@myokaloosa.com>  
**Subject:** COI Custer for Compliance

Karen:

Please review the attached COI for Charles Custer (L10-0365-AP) and let us know if the COI is in compliance. This is for Block 8 we provide the property.

Thank you.





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
04/16/2019

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b> Aviation Insurance Brokers of North America Inc P.O. Box 660244 Atlanta GA 30366	<b>CONTACT</b> NAME: PHONE (INC. OR EXT.): (770) 688-4767 E-MAIL: mobrien@ainba.com ADDRESS:	FAX (INC. OR EXT.):
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Charles Custer FT WALTON BEACH FL 32547	INSURER A: <b>AIG, et al</b>	NAIC #
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

**THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.**

INSTR. LTR.	TYPE OF INSURANCE	INSURER(S)	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>Aviation Property Damage and Injury to Others-Issued 4/16/19</b> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		<b>LA88281879-04</b>	<b>05/28/2019</b>	<b>05/28/2020</b>	EACH OCCURRENCE \$ <b>1,000,000/100k</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Per one person) \$ <b>5,000</b> PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ <b>1,000,000</b> PRODUCTS - COMPROP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIMIT <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIMIT <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		<b>N/A</b>			<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if there space is required)

<b>CERTIFICATE HOLDER</b> Okaloosa County, FL, Additional Insured 5478A Old Bethel Road Crestview, FL 32536	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	--

# AIG AEROSPACE INSURANCE SERVICES, INC.

## CERTIFICATE OF INSURANCE

THIS IS TO CERTIFY TO: OKALOOSA COUNTY, FL  
5479-A OLD BETHEL ROAD  
CRESTVIEW, FL 32536

THAT THE FOLLOWING POLICY/IES OF INSURANCE HAS/HAVE BEEN ISSUED TO:

CHARLES D. CUSTER  
940 SANTA ROSA BLVD., #823  
FT. WALTON BEACH, FL 32548,

POLICY NO. LA 000281079-04

POLICY PERIOD: From May 20, 2019

to May 20, 2020

INSURANCE COMPANY NATIONAL UNION FIRE INSURANCE CO. OF PITTSBURGH, PA

Coverage only applies as indicated by a specific limit and deductible.

		Limits of Liability
A.	<b>Aircraft Liability</b> Single Limit for <b>Bodily Injury</b> and <b>Property Damage</b> <u>In</u> cluding <b>Passengers</b> , but <b>Passenger Bodily Injury</b> Limited within the Single Limit to	\$ <u>1,000,000.</u> each <b>occurrence</b>
B.	<b>Medical Expense</b> <u>In</u> cluding crew	\$ <u>100,000.</u> each <b>passenger</b>
C.	<b>Physical Damage</b> to <b>Your Aircraft</b>	\$ <u>5,000.</u> each <b>passenger</b>

### Coverage Type and Deductibles

ID Number	Year	Make and Model	Agreed Value	Not-in-Motion	Not-in-Flight	Flight
N472	1963	CESSNA 205	\$ 100,000.	\$ 0.	\$ 0.	\$ 0.
			\$	\$	\$	\$
			\$	\$	\$	\$
			\$	\$	\$	\$
			\$	\$	\$	\$

### THIS CERTIFICATE HOLDER IS:

1. included as additional insured as respects liability coverage but coverage only applies after all other coverage available to the additional insured has been exhausted;
2. included as additional insured as respects liability coverage but coverage only applies with respect to the vicarious responsibility of the additional insured for the operation of the aircraft by the Named Insured, including any interest in the aircraft as owner/lessor;
3. included as additional insured as respects liability coverage but coverage only applies with respect to the storage of insured aircraft;
4. included as additional insured as respects liability coverage but coverage does not apply to any occurrence arising from the design, manufacture, modification, repair, sale, or servicing of insured aircraft other than ground handling.

30 days notice of cancellation

The **Aviation Managers** has made provision to give the certificate holder prompt notice of cancellation of any policy above. But, the **Aviation Managers** assumes no responsibility for failure to provide such notice. This certificate does not change in any way the actual coverages provided by the policy/ies specified above.

Certificate No. 12448059-20

Date of Issue April 25, 2019

By   
(Authorized Representative)

LAD30 (10/16)

## ADDITIONAL INSURED ENDORSEMENT

In consideration of an additional premium of \$       (Included)      , the following are included as additional **insured**, but only with respect to the liability coverage afforded by this policy and is subject to the following:

As respects N472

(Only the clause(s) indicated by an "X" shall apply.)

- Excess Liability - Coverage only applies after all other coverage available to the additional **insured** has been exhausted.
- Non-operational - Coverage only applies with respect to the vicarious liability of the additional **insured** for the operation of the **aircraft** by the Named **Insured**, including any interest in the **aircraft** as owner/lessor.
- Flight Instruction - Coverage only applies while instructing, supervising, evaluating or examining the following pilots, who must also meet the requirements of the Pilots Endorsement:  
\_\_\_\_\_
- Hangarkeepers - Coverage only applies with respect to the storage of **your aircraft**.
- Workmanship Exclusion - Coverage does not apply to any **occurrence** arising from the design, manufacture, modification, repair, sale, or servicing of **your aircraft** other than ground handling.

Additional **Insured**:

OKALOOSA COUNTY, FL  
5479-A OLD BETHEL ROAD  
CRESTVIEW, FL 32536

All other provisions of this policy remain the same.

This endorsement becomes effective       May 20, 2019       to be attached to and hereby made a part of Policy No.       LA 000281079-04       issued to       CHARLES D. CUSTER      

By       NATIONAL UNION FIRE INSURANCE CO. OF PITTSBURGH, PA      

Endorsement No.       20      

Date of Issue       April 25, 2019      

LAD26 (1/05)

By               
(Authorized Representative)

LEASE# L10-0365-AP  
CHARLES CUSTER  
DAP STORAGE ROOM ADJACENT TO  
BLOCK 8 LOT 2  
EXPIRES: 1/14/2022

LEASE

FOR

STORAGE SPACE

CHARLES CUSTER

This LEASE FOR STORAGE SPACE, fully executed this 7<sup>th</sup> day of April, 2010, by and between the COUNTY OF OKALOOSA, a political subdivision of the State of Florida, acting by and through its BOARD OF COUNTY COMMISSIONERS (hereinafter called "COUNTY") and CHARLES CUSTER (hereinafter called "LESSEE"):

WITNESSETH:

COUNTY hereby lets to LESSEE and LESSEE hereby hires and takes from COUNTY at the Destin/Ft. Walton Beach Airport in the County of Okaloosa, State of Florida (hereinafter referred to as "AIRPORT"), that certain location designated as storage room adjacent to BLOCK 8 Lot 2 as shown in the attached Exhibit "A", which is hereby incorporated herein by reference, and COUNTY hereby gives to LESSEE permission to occupy said storage room at aforesaid location.

This Lease for Storage Space (hereinafter called "LEASE") is subject to the following terms, covenants, conditions, and agreements to be kept, performed, and observed by the LESSEE and items stipulated in the Lease for Hangar Space Option not amended in this LEASE.

SECTION 1: TERM

This LEASE shall coincide with LESSEE's hangar lease with an expiration date of January 14, 2022 unless sooner terminated as provided herein. Provided LESSEE is in compliance with all terms and conditions of this lease and LESSEE's hangar lease, LESSEE shall have an option to renew this LEASE in accordance LESSEE's hangar lease.

SECTION 2: IMPROVEMENTS TO COUNTY

Any and all improvements hereafter installed, erected, or placed within the Leased Premises, including alterations and repairs shall become, upon the termination of this LEASE for any cause, the absolute and sole property of COUNTY and shall not be removed from the Leased Premises. If on termination of this LEASE, LESSEE is not in default, LESSEE shall have the right to remove from the Leased Premises any equipment

or trade fixtures that can be removed without damage to the Leased Premises (and if any damage does occur on any such removal, LESSEE shall promptly repair the same).

### SECTION 3: BUILDING ALTERATIONS AND PERMITS

LESSEE shall at its expense apply for and obtain any and all building, construction, or other permits and licenses to modify, repair, or maintain the improvements contemplated by this LEASE from the City of Destin, or any other authority having jurisdiction to require the same. COUNTY makes no representations or warranty relative to the availability of such licenses or permits, and LESSEE assumes full responsibility for securing same. No construction, modification, or alterations of improvements to include antennas or other devices are permitted without prior written approval by COUNTY.

### SECTION 4: RENTAL FEES

LESSEE shall pay an annual storage space fee plus applicable sales tax which will be billed annually, in advance, and is payable to the Airports Director, Okaloosa County Airports, 1701 Highway 85 North, Eglin Air Force Base, Florida, 32542-1498. The storage space lease adjacent to BLOCK 8 LOT 10, includes FIVE HUNDRED FORTY TWO (542) square feet at TWO DOLLARS AND FIFTEEN CENTS (\$2.15) per square foot per year for a total annual cost of ONE THOUSAND ONE HUNDRED SIXTY FIVE DOLLARS AND THIRTY CENTS (\$1,165.30) plus tax.

### SECTION 5: ESCALATION CLAUSE

The annual storage space lease fee shall be increased annually to reflect the increase in the Consumer Price Index ("CPI") from the date of the original execution hereof by both parties. The "CPI" shall be the revised Consumer Price Index for Urban Wage Earners and Clerical Workers for all items - U. S. City Average, published by the Bureau of Labor Statistics, U. S. Department of Labor, 1967 = 100 (C.P. I.).

### SECTION 6: LATE CHARGES:

If LESSEE fails to pay within THIRTY (30) days of date of billing of invoices by COUNTY for applicable rents and charges as herein described, LESSEE shall then pay interest to the COUNTY at the maximum legal allowable rate authorized by the State of Florida. If any rental fee or other charge remains delinquent for a period of sixty days, LESSOR shall have the option to terminate this Agreement.

### SECTION 7: UTILITIES

COUNTY does not assume any responsibility in providing utilities to the Leased Premises. LESSEE will pay all utility charges and costs of installation.

## SECTION 8: RIGHTS OF LESSOR

a) It is understood and agreed that COUNTY may, in connection with the future development of said AIRPORT, require the space hereinabove referred to which is designated for permanent buildings and/or other development. In such case, COUNTY shall give written notice to LESSEE. After THIRTY (30) days from said written notice, COUNTY shall have the right at COUNTY's expense, to remove said hangar and erect it at said AIRPORT as designated in writing by COUNTY, provided that said new location is reasonably, feasibility, accessible to the taxiways and runways.

b) LESSEE expressly agrees for itself, its successors, and assigns to prevent any use of the hereinafter-described real property, which would interfere with or adversely affect the operation or maintenance of the AIRPORT, or otherwise constitute an airport hazard.

c) LESSEE expressly agrees for itself, its successors, and assigns, to restrict the height of structures, objects, of natural growth, and other obstructions on the hereinafter described real property to such height so as to comply with the Federal Aviation Regulations, Part 77.

## SECTION 9: COMPLIANCE WITH GOVERNMENTAL PROCEDURES

LESSEE shall conform to all the requirements of applicable State and Federal statutes and regulations and all County and City of Destin Ordinances and regulations, and shall secure such permits and licenses as may be duly required by any such laws, ordinances, or regulations as may be promulgated by COUNTY or the City of Destin. In addition, Lessee shall comply with all policies, rules, regulations, or ordinances of the County which are currently or may be hereinafter adopted relating to County owned airport facilities.

## SECTION 10: CARE OF LEASED PREMISES

LESSEE shall keep said hangar and premises neat, clean, and orderly at all times. LESSEE shall not store anything on the premises other than those items specifically required to maintain the owners aircraft. All petroleum products, solvents, cleaners and flammable material shall be stored in an approved fireproof rated cabinet. Used petroleum products, solvents, cleaners and cleaning materials shall be disposed of both in accordance with all governmental regulations and off the County premises.

## SECTION 11: MAINTENANCE IN LEASED PREMISES

LESSEE shall not perform any maintenance in the Leased Premises except for the following: changing tires and batteries, servicing batteries, changing oil, vacuuming aircraft, and replacement of plugs, (washing aircraft shall be accomplished at an FDEP approved wash rack) the above considered minor maintenance for an individually-owned/corporate-owned aircraft. Same as hangar lease.



SECTION 12: TAXES

LESSEE shall pay all taxes or other governmental charges which may be imposed on rental or lease payments or assessed upon the hangar and upon any aircraft or other property kept therein promptly when due.

SECTION 13: ASSIGNMENT AND SUBLEASE

All subsequent transfers and assignments of any interest, including mortgages thereon, require written approval in advance by COUNTY and payment of an Approval Fee of ONE THOUSAND (\$1,000.00) dollars. The hangar and storage room transfer and assignment if conducted together will be considered one transaction for approval fee. During the initial 20 year term a new lease fee will be established upon assignment or transfer based on an independent appraisal conducted at the direction of the COUNTY. LESSEE shall have thirty (30) days from the furnishing of the copy of the appraisal to exercise a right of transfer or assign. Otherwise, the transfer or assignment shall not be approved and the ONE THOUSAND (\$1,000.00) dollar approval fees shall be refunded. Following the initial 20 year term, rent will be based on the ground values by an independent appraisal.

Except as hereinabove set out, the Leased Premises may not be sublet, in whole or in part, and LESSEE shall not assign this LEASE or any portion of this LEASE at any given time without prior written consent of COUNTY.

SECTION 14: INSPECTION ON ASSIGNMENT

LESSEE agrees that upon assignment of this Lease by LESSEE, LESSOR shall have the right to inspect the leased premises and require that the hangar and property be repaired or restored to the condition that it existed upon execution hereof.

SECTION 15: RISK OF LOSS OR DAMAGE TO HANGAR

LESSEE assumes the risk of loss or damage to the hangar/storage space and its contents, whether from windstorm, fire, earthquake, or any other causes whatsoever.

SECTION 16: RIGHTS OF ENTRY RESERVED

COUNTY has the right to inspect the Leased Premises at any time.

SECTION 17: INSURANCE

a. **LIABILITY:** LESSEE agrees that LESSEE, shall, during the entire term or any extension of this LEASE, keep in full force and effect, a policy of public liability insurance with respect to the Leased Premises. The limits of public liability shall not be less than ONE MILLION (\$1,000,000.00) dollars Combined Single Limit (CSL) each. The COUNTY reserves the right to increase the minimal aircraft liability and public liability insurance requirements as circumstances may warrant.

b. PROPERTY:

The COUNTY shall at all times maintain property insurance on the leased premises for the full replacement value of the structure. The annual cost shall be apportioned among the lessees. The damage, destruction, or partial destruction of the building shall not release LESSEE from any obligations hereunder, except that the portion of the lease during which these premises cannot be occupied shall have the rent abated, and an equal extension of the term of the lease shall be added.

c. All aircraft liability and public liability coverage shall be endorsed to include Okaloosa County as Additional Insured. In addition, all insurance policies shall contain a clause that the insurer will not cancel or change the insurance without first giving the COUNTY thirty (30) days prior written notice. Prior to occupying the Leased Premises and annually upon renewal, LESSEE shall furnish COUNTY a Certificate of Insurance evidencing all required insurance. The Certificate(s) of Insurance shall be delivered to the Contracts and Lease Coordinator, 602-C N. Pearl Street, Crestview, FL 32536. On request, LESSEE shall deliver an exact copy of the policy or policies including all endorsements.

SECTION 18: NOTICES

Any and all notices to be given under this LEASE may be served by enclosing the same in a sealed envelope and directed to the other party at its address and deposited in the mail as first class mail with postage therein paid. When so given, such notice shall be effective from the date of mailing. Unless otherwise provided in writing by the parties hereto, the address of the AIRPORT DIRECTOR is as follows: Okaloosa County Airports, 1701 Highway 85 North, Eglin Air Force Base, Florida 32542-1498. The address of the LESSEE is: Charles Custer, 955 Airport Road #624, Destin, FL 32541.

SECTION 19: HOLD HARMLESS

To the fullest extent permitted by law, LESSEE shall indemnify hold harmless COUNTY, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or intentional, wrongful conduct of the LESSEE and other persons employed or utilized by the LESSEE in the performance of this lease.

SECTION 20:

This LEASE shall be binding on the assigns, transfers, heirs, executors, successors, and trustees of the parties hereto.

SECTION 21:

LESSEE shall not commit or suffer to be committed on said premises, any waste, nuisance, or unlawful act.



SECTION 22: COMMERCIAL ACTIVITY PROHIBITED

No commercial activity of any nature or kind is allowed on the Leased Premises.

SECTION 23: RESTRICTIONS ON MECHANIC'S LIENS

Nothing in this lease shall be deemed or construed in any way as constituting the consent or request of COUNTY, express or implied, by inference or otherwise, to any contractor, sub-contractor, laborer, or materialman for the performance of any labor or the furnishing of any materials for any specific improvement, alteration to, or repair of the demised premises or any part thereof, nor as giving LESSEE and right, power, or authority to contract for or permit the rendering of any services or the furnishing of any materials that would give rise to the filing of any lien against the demised premises or any part thereof. Such liens are hereby strictly prohibited

SECTION 24: TERMINATION BY LESSOR

If LESSEE breaches or violates any of the terms and provisions hereof, COUNTY shall have the right to terminate this LEASE forthwith by giving written notice to LESSEE, and if not corrected within THIRTY (30) days, this LEASE would be terminated and in such event of termination, the improvements thereon would become the property of COUNTY.

SECTION 25: TERMINATION BY LESSEE

LESSEE shall have the right to terminate this LEASE at any time by giving written notice to COUNTY and may terminate this LEASE after not less than THIRTY (30) days. In the event of termination of LEASE by LESSEE, any improvements and all equipment shall be removed from the property within THIRTY (30) days if requested by COUNTY.

SECTION 26: NON-DISCRIMINATION

LESSEE, for its self, its personal representatives, successors, in interest, and assigns, as part of the consideration hereof, does hereby covenant and agree that (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, and (3) that LESSEE shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulation, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation Effectuation of Title VI of the Civil Rights Act of 1964, and as said regulations may be amended. That in the event of breach of any of the above nondiscrimination covenants, COUNTY shall have the right to terminate the LEASE and to reenter and repossess said land and the facilities thereon, and hold the same as if said LEASE had never been made or issued.

This provision shall not be effective until the procedures of Title 49, Code of Federal Regulations, Part 21, are followed and completed, including exercise or expiration of appeal rights.

SECTION 27: PLACE OF PAYMENTS

All payments and notices to COUNTY shall be given or mailed to the following address:

AIRPORTS DIRECTOR  
OKALOOSA COUNTY AIRPORTS  
1701 HIGHWAY 85 NORTH  
EGLIN AFB, FLORIDA 32542-1498

SECTION 28: CONSTRUCTION AND APPLICATION OF TERMS

The section and paragraph headings in this LEASE are inserted only as a matter of convenience and for reference, and in no way define, limit, or describe the scope or intent of any portion hereof.

SECTION 29: RADON GAS NOTIFICATION

In accordance with requirements of the State of Florida, the following notification statement shall be included in all agreements relating to rental of real property. This is provided for information purposes only.

Radon Gas: Radon is naturally occurring radio-active gas that, when it has accumulated in a building in sufficient quantities, may present health risk to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

SECTION 30: ENTIRE LEASE

This LEASE consists of the following: Sections 1 to 30, and Exhibit "A". It constitutes the entire LEASE of the parties on the subject matter hereof and may not be changed, modified, discharged, or extended except by written instrument duly executed by COUNTY and LESSEE.

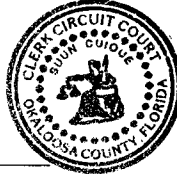
IN WITNESS, the parties hereto have executed these presents as of the day and year first above written.


BOARD OF COUNTY COMMISSIONERS  
OKALOOSA COUNTY, FLORIDA

  
\_\_\_\_\_  
WAYNE HARRIS  
CHAIRMAN



ATTEST:



  
\_\_\_\_\_  
GARY J. STANFORD  
DEPUTY CLERK OF CIRCUIT COURT  
OKALOOSA COUNTY, FLORIDA

  
\_\_\_\_\_  
CHARLES CUSTER

  
\_\_\_\_\_  
WITNESS JEREMY FLODEN

  
\_\_\_\_\_  
WITNESS FRANK HERTEN

ACKNOWLEDGMENTS

STATE OF FLORIDA  
COUNTY OF OKALOOSA

Before me, the undersigned officer duly authorized to take acknowledgments in the COUNTY and STATE aforesaid, personally appeared CHARLES CUSTER who, under oath, deposes and says that he is the duly authorized to execute contracts and lease agreements and that he executed the foregoing instrument for the uses and purposes contained therein.

Sworn and subscribed before me this 23<sup>rd</sup> day of March, 2010, AD.

*Peggy A. Threadgill*  
NOTARY

My Commission expires: April 2, 2010

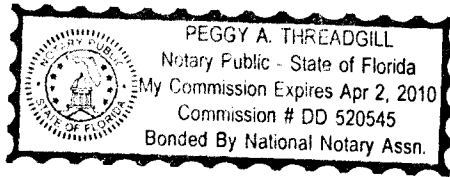
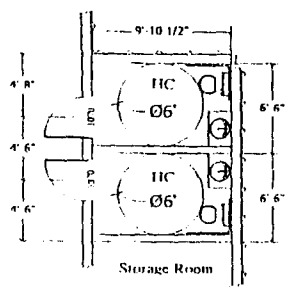
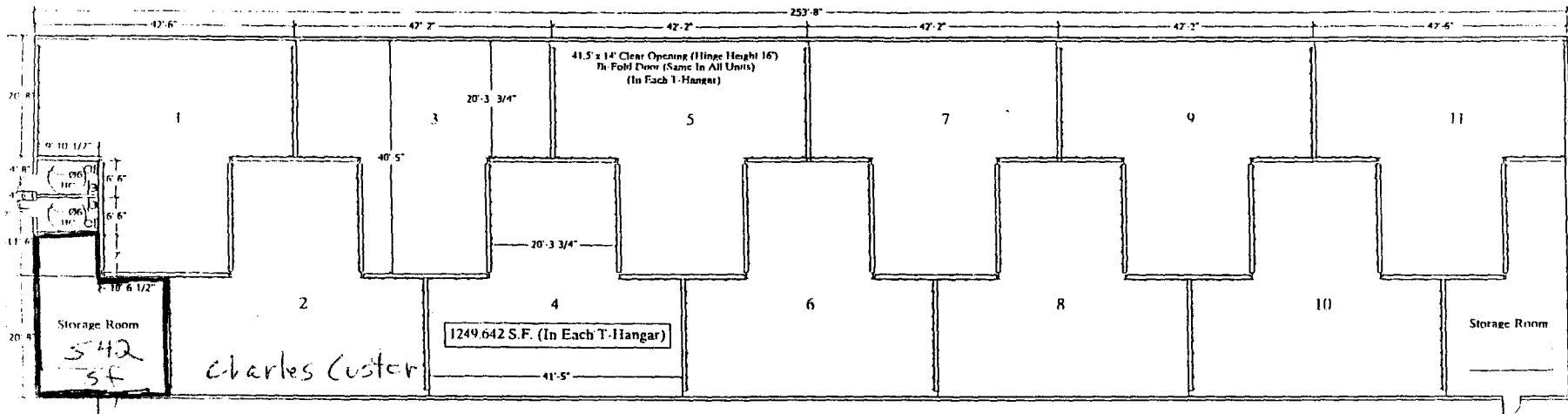


Exhibit "A"



Floor Plan  
Scale - 1/8" = 1'-0"

Copyright Tradewinds Development Corp. 1999  
Do Not Duplicate

Block 8

T-HANGARS  
FORT WALTON BEACH AIRPORT  
DESTIN, FLORIDA

DESTIN, FLORIDA

Tradewinds Development Corp.

FLOOR PLAN

Scale: 1/8" = 1'-0"

SHEET 4 OF 8