# CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date:	<u>06/09/2022</u>
Contract/Lease Control #:	<u>L05-0254-AP</u>
Procurement#:	NA
Contract/Lease Type:	LEASE
Award To/Lessee:	1001 B2L12, LLC
Owner/Lessor:	<u>OKALOOSA COUNTY</u>
Effective Date:	GROUND RENT OF BLOCK 2 LOT 1 AT DESTIN EXECUTIVE AIRPORT
Expiration Date:	<u>10/05/2021</u>
Description of:	02/14/2037
Department:	<u>AP</u>
Department Monitor:	STAGE
Monitor's Telephone #:	850-651-7160
Monitor's FAX # or E-mail:	<u>TSTAGE@MYOKALOOSA.COM</u>
Closed:	
CC: BCC RECORDS	

### CONTRACT: L05-0254-AP 1001 B2L12, LLC GROUND RENT OF BLOCK 2 LOT 1 AT DESTIN EXECUTIVE AIRPORT EXPIRES:02/14/2037

#### CONSENT TO ASSIGNMENT AND AMENDMENT OF HANGAR SPACE LEASE L05-0254-AP BREMFOUR AVIATION GROUP, INC. TO 1001 B2L12, LLC AT THE DESTIN EXECUTIVE AIRPORT

This Consent and Amendment of Lease, made and entered into this 7<sup>th</sup> day of June , 2022, hereby approves the assignment and amendment of a hangar lease agreement between Bremfour Aviation Group, Inc. ("Lessee"), dated October 5, 2021, and Okaloosa County, Florida through its Board of County Commissioners (hereinafter the "County").

#### WITNESSETH:

WHEREAS, on March 10, 2014, Lessee entered into a Lease Agreement, (L03-0202-AP) with the County for Block 2 Lot 2 at the Destin Executive Airport with a current expiration date of December 31, 2026; and

WHEREAS, on October 5, 2021, Lessee entered into a separate Lease Agreement, (L05-0254-AP) with the County for Block 2 Lot 1 at the Destin Executive Airport with a current expiration date of February 14, 2037; and

WHEREAS, Lessee requests to merge the two lease agreements (L03-0202-AP and L05-0254-AP) into one lease. Once L03-0202-AP merges into L05-0254-AP, lease number L03-0202-AP shall be deleted; and

WHEREAS, Lessee desires to assign the newly combined lease for Block 2, Lots I and 2 to 1001 B2L12, LLC; and

WHEREAS, in accordance with Section 14 of the Lease, Lessee is required to obtain the County's consent prior to assigning its interest and confirm that all other conditions have been satisfied to approve the assignment; and

WHEREAS, the parties now desire to amend the lease to adjust certain clauses.

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

#### CONSENT TO ASSIGNMENT

1. In accordance with Section 14 of the Lease, the County hereby consents to this assignment of the Lessee's interest to 1001 B2L12, LLC.

2. Assignee by execution of this Consent to Assignment of Lease, and in consideration of consent by the County of the same, is bound by all terms of the Lease Agreement as may be amended from time to time and does hereby assume all responsibilities, duties, obligations, rights, and privileges as set forth in the original lease, supplemental agreements, and assignment of leases.

#### AMENDMENT

Lease L05-0254-AP is amended as follows:

1. Section 1 titled "Term" is amended to add the following:

Upon expiration of the term of the lease, the hangar and all fixtures shall be considered the County's property, Lessee's lease interest shall automatically terminate and the leased premises shall automatically revert into the County's possession. The parties expressly agree that there is no holdover tenancy allowed under the terms of this lease. If the tenant fails to vacate the leased premise prior to the expiration of this agreement, unless renewed, said lessee shall be considered a trespasser and the County can take any legally permissible action to remove any trespassers. However, if the Lessee is in good standing with the County and all lease requirements at the end of the term, the current Lessee will have a first right of refusal to enter into a new hangar lease with the County for an additional term to be negotiated and mutually agreed upon in writing between the parties. Good standing is defined as Lessee remaining current on all payments due and no notices to cure or default of any requirements under the lease being issued to Lessee.

At least 180 days prior to lease expiration, the County will inspect the hangar condition and annotate any and all damages, any repairs needed due to normal wear and tear, and document useful life of any mechanical equipment or systems. The County may elect to make any repairs, replacements or demands for repairs due to any damages. The County will obtain a current appraised value of the subject hangar, which will take into consideration several factors including but not limited to the current market and facility condition. The appraisal will be conducted by a Florida licensed appraiser under contract by Okaloosa County with experience in the aviation industry to establish a new monthly hangar lease rate. The tenant will provide in writing no later than 30 days prior to the current lease term termination date of their intent to enter into a new lease at the new rate based on the appraised value established. A new lease term will not exceed five (5) years.

2. Section 6a titled Ground Lease is deleted in its entirety and replaced with the following:

The Lessee shall pay in advance an annual ground lease fee established by independent appraisal. The ground lease 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 I, Eglin AFB, Florida 32542-1498. This lease includes FOUR THOUSAND SEVEN HUNDRED EIGHT (4,708) square feet at TWO DOLLARS (\$2.00) per square foot per year for a total annual cost of NINE THOUSAND FOUR HUNDRED SIXTEEN DOLLARS (\$9,416.00) plus tax. The rate is subject to escalation per Section 7 of the agreement.

3. Section 29 titled "Legal Description" is deleted in its entirety and replaced with the following:

This amended lease includes both Block 2 Lot 1 and Block 2 Lot 2 at Destin Executive Airport. The combined space now represents a total area of 4,708 (four thousand seven hundred eight) square feet.

4. Section 7 titled "Escalation Clause" is deleted and replaced as follows:

The Lease shall be modified 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).

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

OKALOOSA COUNTY, FLORIDA SEAL Mel Ponder

Chairman, Board of County Commissioners Date:

Fee J. D. Peacock II Clerk of Circuit Court



LESSEE

Bremfour Aviation Group, Inc. Robert Devrnja Date: May 12, 2022 \_\_\_\_

ATTEST: Witnes Witness

ASSIGNEE

1001 B2L12, LLC Rick Nesius Date: May 4, 2022

ATTEST: Witness Witness



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INTERNAL COOR	CONTRACT/LEASE LO3-UZO
Procurement/Contract/Lease Number:	-0254-AP Tracking Number: 456622 mFaure A Mation (Vay Grant Funded: YES_NO_X
Procurement/Contractor/Lessee Name:	mfour A Matim Way NOX
Note: Di	irt Investments changed name to 1001 B2L12, LLC after after the began 1. A GREATER THAN \$100,000
Department #: 421082	2. GREATER THAN \$50,000
Account #: 344163	
nevenire	3. 🛄 \$50,000 OR LESS
Amount:	Name: Stage
Department.	Nome. Conago
Procurement or Contract/Lease requirements an Oliver Anna Purchasing Manager or designee Jeff Hyde	Date: 4-5-2022
Approved as written:	e Review (if required) Grapt Name:
Grants Coordinator Suzanne	Date:
Risk Manage Approved as written: Sel Inco	ement Review al attack 4522
Risk Manager or designee Kristina	
Approved as written: Set Mai	brney Review b dutach 4-24-22
County Attorney Lynn Hoshihar	ra, Kerry Parsons or Designee
	unding Review
Approved as written:	Date:
I <b>T Review (if</b> Approved as written:	applicable)
	Date:
Pavised Santamber 22, 2020	

Revised September 22, 2020

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# **DeRita Mason**

From: Sent: To: Subject: Kristina LoFria Tuesday, April 5, 2022 10:22 AM DeRita Mason RE: Coordination--Bremfour

This is approved by Risk, no insurance element.

Thank You

Kristy Lofria

Okaloosa County BOCC-Risk Management Public Records & Contract Specialist 302 N Wilson St Suite 301 Crestview, Florida 32536 <u>klofria@myokaloosa.com</u> 850-689-5979



# For all things Wellness please visit:

http://www.myokaloosa.com/wellness

"When the winds of adversity blow against your boat, just adjust your sail."

## "Don't aim for success if you want it; just do what you love and believe in, and it will come naturally." David Frost

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.

From: DeRita Mason <dmason@myokaloosa.com> Sent: Tuesday, April 5, 2022 6:35 AM To: Lynn Hoshihara <lhoshihara@myokaloosa.com> Cc: Kerry Parsons <kparsons@myokaloosa.com>; Kristina LoFria <klofria@myokaloosa.com> Subject: FW: Coordination--Bremfour

Good morning, Please review and approve the attached.

Thank you,

## **DeRita Mason**

From:Lynn HoshiharaSent:Tuesday, April 26, 2022 3:35 PMTo:DeRita MasonSubject:Re: Coordination--BremfourAttachments:Bremfour to Dirt Investments AOL 4.26.22.docx

With the attached changes, this is approved.

Lynn M. Hoshihara County Attorney Okaloosa County, Florida

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.

From: DeRita Mason Sent: Tuesday, April 5, 2022 7:35 AM To: Lynn Hoshihara Cc: Kerry Parsons; Kristina LoFria Subject: FW: Coordination--Bremfour

Good morning, Please review and approve the attached.

Thank you,

DeRita Mason



DeRita Mason, CPPB, NIGF-CPP Senior Contracts and Lease Coordinator Okaloosa County Purchasing Department 5479A Old Bethel Road Crestview, Florida 32536 (850) 689-5960 dmason@mvokaloosa.com



Aircraft Certificate of Insurance

Great American Insurance Company, Inc. 2 Tower Center Boulevard, Suite 1605 East Brunswick, NJ 08816 (732) 875-0601

AV 11 00 (Ed. 04 14)

Certificate Holder:	Okaloosa County	
	5479 A Old Bethel Road	
	Crestview, FL 32536	
Named Insured:	14QB, LLC 9724 Kingston Pike Ste 1300 Knoxville, TN 37922	
Policy Period From:	January 14, 2022	To: January 14, 2023
Policy Number:	AH E661262-01	
Issuing Company:	Great American 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).

Aircraft:								
Reg. No.	Year	Make	Model	Insured Value	Deductible In Motion	Deductible Not In Motion	Liability Limit	Passenger Liability Limit
N14QB	2018	Honda	HA-420	\$3,600,000	\$25,000	\$25,000	\$5,000,000	\$5,000,000

Certificate is issued as evidence of Coverage only.

2

January 14, 2022

<u>J</u>

(Authorized Representative)

Date:

AV 11 00 (Ed. 04 14)

Certificate Number:

CONTRACT: L03-0202-AP BREMFOURAVIATION GROUP, INC. DAP BLOCK 2 LOT 2 EXPIRES: 12/30/2026

# STARR

#### **INSURANCE COMPANIES**

3353 Peachtree Road NE, Suite 1000

Atlanta, GA 30326

#### **Certificate of Insurance**

Certificate Holder:	OKALOOSA COUNTY 5479 A OLD BETHEL ROAD CRESTVIEW, FL 32536
Named Insured:	BREMFOUR AVIATION GROUP, INC. 9624 KINGSTON PIKE, SUITE 1300 KNOXVILLE, TN 37922
Policy Period:	From: JANUARY 14, 2022 To: JANUARY 14, 2023
Policy Number:	1000641131-02
Issuing Company:	STARR INDEMNITY & LIABILITY COMPANY
of insurance is not an insur	policy(ies) listed herein have been issued providing coverage for the listed insured as further described. This certificate rance policy and does not amend, extend, or alter the coverage afforded by the policy(ies) listed herein. Notwithstanding condition of any contract, or other document with respect to which this certificate of insurance may be concerned or

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).

	Aircraft:	Reg	Insured	Deductibles		
Year	Make and Model	<u>No.</u>	Value	<u>NIM / IM</u>	Liability Limit	
2020	PIPER M600	N282ST	\$_2,200,000	\$ <u>10,000/50,000</u>	\$_2,000,000.	CSL INCL PAX
			\$	\$	\$	
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THE CERTIFICATE HOLDER IS INCLUDED AS ADDITIONAL INSURED, BUT SOLELY AS RESPECTS THE OPERATIONS OF THE NAMED INSURED.

THE INSURANCE EVIDENCED BY THIS CERTIFICATE SHALL NOT APPLY TO, AND NO PERSON OR ORGANIZATION TO WHICH COVERAGE IS EVIDENCED IN THE CERTIFICATE SHALL BE INSURED FOR BODILY INJURY OR PROPERTY DAMAGE WHICH ARISES FROM THE DESIGN, MANUFACTURE, MODIFICATION, REPAIR, SALE, OR SERVICING OF AIRCRAFT BY THAT PERSON OR ORGANIZATION.

CONTRACT: L03-0202-AP BREMFOUR AVIATION GROUP, INC. DAP BLOCK 2 LOT 2 EXPIRES: 12/30/2026

Certificate Number: Issued By and Date: 2.1 JANUARY 25, 2022 (VD)

Starr 10200 (6/06)

Ву

(Authorized Representative)

# ADDITIONAL INSURED ENDORSEMENT

This policy is amended as follows:

The provisions of this endorsement shall apply with respect to: N282ST

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

	The scheduled	persons or	organizations	are included	as additional	insured.
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The scheduled persons or organizations are the registered owner of \_\_\_\_\_\_ and are included as additional insured.

The scheduled persons or organizations are included as additional insured but only as respects liability coverages.

The scheduled persons or organizations are included as additional insured under liability coverages, but only as respects operations of the **named insured**.

The scheduled persons or organizations are included as additional insured but only as respects operations of the named insured.

The insurance extended by this endorsement shall not apply to, and no person or organization named in the schedule shall be insured for **bodily injury** or **property damage** which arises from the design, manufacture, modification, repair, sale, or servicing of aircraft by that person or organization.

Schedule:

Name OKALOOSA COUNTY Address 5479 A OLD BETHEL ROAD CRESTVIEW, FL 32536

Name Address

Name Address

All other provisions of this policy remain the same.

This endorsement becomes effective <u>JANUA</u>	<u>RY_25, 2022</u> to be attac	ched to and hereby made a part of
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Policy No1	000641131-02		
Issued to	BREMFOUR AVIATION GROUP, INC.		
By STARR	INDEMNITY & LIABILITY COMPANY		
Endorsement N		_	fille-
Date of Issue	JANUARY 25, 2022 (VD)	By	(Authorized Representative)



**Aircraft Certificate of Insurance** 

Great American Insurance Company, Inc. 2 Tower Center Boulevard, Suite 1605 East Brunswick, NJ 08816 (732) 875-0601

AV 11 00 (Ed. 04 14)

Certificate Holder:	Okaloosa County	
	5479 A Old Bethel Road	
	Crestview, FL 32536	
Named Insured:	Bremfour Aviation Group, Inc. 9724 Kingston Pike Ste 1300 Knoxville, TN 37922	
Policy Period From:	January 14, 2021	To: January 14, 2022
Policy Number:	AH E661262-00	
Issuing Company:	Great American 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).

Aircraft:								
Reg. No.	Year	Make	Model	Insured Value	Deductible In Motion	Deductible Not In Motion	Liability Limit	Passenger Liability Limit
N14QB	2018	Honda	HA-420	\$3,600,000	\$25,000	\$25,000	\$2,000,000	\$2,000,000

Certificate is issued as evidence of Coverage only.	
Certificate Number: 2 Date: January 14, 2021	JAK
AV 11 00 (Ed. 04 14)	(Authorized Representative) CONTRACT#: L03-0202-AP BREMFOUR AVIATION GROUP, INC. DAP BLOCK 2 LOT 2 EXPIRES: 12/30/2026



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QBE

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## **Certificate of Insurance**

QBE The Americas

This is to certify to (Certificate Holder):		Okaloosa County 5479 A Old Bethel Road Crestview, FL 32536		l	103-0207-AP
	ing policy(ies) i issued to:	Bremfour Aviation Group, Inc. 9724 Kingston Pike Knoxville, TN 37922			
POLICY IN	FORMATION				
Aircraft P Policy Peri Policy Terr	olicy No. od: This Coverage itory: Worldwide	100012121 Is Effective 12:01 A.M. E Insurance Corporation	From:	January 14, 2020	<b>To:</b> January 14, 2021
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FAA Number N14QB	Year 2018 TIFICATE HOLD	Make & Model Honda Aircraft Co LLC HA-420	Insured Value \$4,500,000		tibles (NIM/IM) 00 / \$25,000
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Date of Issu	ue: 09/22/20		Ву:	Chinet St.	Land to the state of the second se
				(Authorized Repres	sentative)

(Authorized Representative) Scott Stewart QBE North America 210 Interstate N. Parkway S.E. Suite 500 Atlanta, GA 30339



### **Certificate of Insurance**

QBE North America

The following policy(ies) Suite 1300 Knoxville, TN 37922  POLICY INFORMATION Aircraft Policy No. QAV0004682 Policy Pariot: This Coverage Is Effective 1201 AM. Prom: November 7, 2019 To: November 7, 2020 Policy Pariot: This Coverage Is Effective 1201 AM. Prom: November 7, 2019 To: November 7, 2020 Policy Pariot: This Coverage Is Effective 1201 AM. Prom: November 7, 2019 To: November 7, 2020 Policy Pariot: This Coverage Is Effective 1201 AM. Property Damage S S Passenger Bodily Injury S S Passenger Bodily Injury S S S Description of Aircraft Physical Damage Coverage: All Risks Ground and In-Flight FAA Number Year Make & Model Nature As respects any Aircraft Owned and Operated by the Named Insured and covered under the above referenced policy. THE CERTIFICATE HOLDER IS: Included as an Additional Insured on Aircraft Physical Damage Coverage Breach of Warraft Overade and Aircraft Physical Damage Coverage Breach of Warraft Overade and Operated by the Named Insured and covered under the above referenced policy. THE CERTIFICATE HOLDER IS: Included as an Additional Insured on Aircraft Physical Damage Coverage Breach of Warraft Overade and Aircraft Physical Damage Coverage Breach of Warraft Overade and Aircraft Physical Damage Coverage Breach of Warraft Physical Damage Coverage but OTHER COVERAGES / CONDITIONS X This coverage includes War Physical Damage Coverage but	
have been issued to: 9724 Kingston Pike Suite 1300 Knoxville, TN 37922 POLICY INFORMATION Aircraft Policy Prod. Description of Aircraft Property Damage Property Damage Property Damage S S Single Limit Including Passenger S S Single Limit Including Passenger S S Single Limit Including Passenger S S Description of Aircraft Physical Damage Coverage: All Risks Ground and In-Flight FAA Number Year Make & Model Value Deductibles (NIM/IM) N952G 2014 Piper Meridian \$1,200,000 \$10.00 \$10.00 \$15.000 As respects any Aircraft Owned and Operated by the Named Insured and covered under the above referenced policy. THE CERTIFICATE HOLDER IS: Included as a Additional Insured On Aircraft Physical Damage Coverage Breach of Warranty Coverage and TRIA X This coverage includes War Liability Coverage and TRIA X This coverage includes War Liability Coverage and TRIA REMARKS:	1012
have been issued to: 9724 Kingston Pike Suite 1300 Knoxville, TN 37922 POLICY INFORMATION Aircraft Policy No. QAV0004682 Policy Prentor: Workwide Insurance Company: QBE Insurance Corporation LIABILITY COVERAGES Limits of Liability Each Person Each Occurrence Property Damage \$ \$ Passenger Bodity Injury \$ Each Person Single Limit Including Passenger \$ \$ Single Limit Including Passenger \$ \$ Single Limit Including Passenger \$ \$ Single Limit Including Passenger \$ \$ Description of Aircraft Physical Damage Coverage: All Risks Ground and In-Flight FAA Insured Number Year Make & Model Value Deductibles (NIM/IM) N952G 2014 Piper Meridian \$1,200,000 \$1,000 \$10,007 \$15,000 As respects any Aircraft Owned and Operated by the Named Insured and covered under the above referenced policy. THE CERTIFICATE HOLDER IS: Included as a Additional Insured On Aircraft Physical Damage Coverage Breach of Warranty Coverage on Aircraft Physical Damage Coverage Breach of Warranty Coverage on Aircraft Physical Damage Coverage Breach additional Insured On Aircraft Liability Coverage and TRIA X This coverage includes War Liability Coverage and TRIA X This coverage includes War Liability Coverage and TRIA REMARKS:	3-0200
Aircraft Policy No.       QAV0004682         Policy Period: This Coverage Is Effective 12:01 A M.       From: November 7, 2019       To: November 7, 2020         Policy Territory: Worldwide       Insurance Corporation       Limits of Liability         LIABILITY COVERAGES       Limits of Liability         Bodily Injury       \$       \$         Property Damage       \$       \$         Property Damage       \$       \$         Passenger Colly Injury	
Policy Period: This Coverage Is Effective 12:01 A M. From: November 7, 2019 To: November 7, 2020 Policy Territory: Worldwide Insurance Company: QBE Insurance Corporation  LIABILITY COVERAGES LImits of Liability LIABILITY COVERAGES Limits of Liability As a s Property Damage \$ Coverage S Property Damage \$ Coverage S Coverage Coverage Coverag	
Policy Territory: Worldwide Insurance Company: QBE Insurance Corporation           LIABILITY COVERAGES         Limits of Liability           Bodily Injury         \$         \$           Property Damage         \$         \$           Property Damage         \$         \$           Passenger Bodily Injury         \$         \$           Passenger Bodily Limit         Including Passenger         \$         \$           Passenger Liability Limited to:         \$         \$         \$           Description of Aircraft         Physical Damage Coverage:         All Risks Ground and In-Flight           FAA         Insured         Insured           Number         Year         Make & Model         Value         Deductibles (NIMIM)           N952CG         2014         Piper Meridian         \$1,200,000         \$1,000 / \$15,000           As respects any Aircraft Owned and Operated by the Named Insured and covered under the above referenced policy.         THE CERTIFICATE HOLDER IS:         respect to coverage on Aircraft Physical Damage Coverage.           Breach of Warranty Coverage on Aircraft Physical Damage as their interest may appear not to exceed 100% of the Insured Value.         respect to the operations of the named insured.           Provided as an Additional Insured on Aircraft Liability Coverage but         respect to the operations of the named insured.           Provided a w	
Insurance Company: QBE Insurance Corporation         LIABILITY COVERAGES         Each Person       Each Occurrence         Property Damage       \$         Property Damage       \$         Passenger Bodily Injury       \$         X       Single Limit         Including Passenger       \$         Single Limit       Including Passenger         Single Limit       Including Passenger         Number       Year         Make & Model       Value         Description of Aircraft       Physical Damage Coverage:         All Risks Ground and In-Flight         FAA       Insured         Number       Year         Make & Model       Value       Deductibles (NIM/IM)         N952G       2014       Piper Meridian       \$1,200,000       \$1,000 / \$15,000         THE CERTIFICATE HOLDER IS:       Included as a Loss Payee for Aircraft Physical Damage Coverage.       Included as an Additional Insured on Aircraft Libility Coverage but       respect to the operations of the named insured.         Provided a waiver of subrogation on aircraft physical Damage coverage but       respect to the operations of the named insured.         Provided a waiver of subrogation on aircraft physical damage coverage but       respect to the operations of the named insured. <td></td>	
Each Person       Each Occurrence         Bodily Injury       \$       \$         Property Damage       \$       \$         Passenger Bodily Injury       \$       \$         Passenger Liability Limited to:       \$       \$         Passenger Liability Limited to:       \$       \$         Passenger Year       Make & Model       Value       Deductibles (NIM/IM)         v952G       2014       Piper Meridian       \$1,200,000       \$1,000 / \$15,000         As respects any Aircraft Owned and Operated by the Named Insured and covered under the above referenced policy.       Included as a Loss Payee for Aircraft Physical Damage Coverage.         Breach of Warranty Coverage on Aircraft Physical Damage as their interest may appear not to exceed 100% of the Insured Value.       respect to the operations of the named insured.         Yrovided a waiver of subrogation on aircraft physical damage coverage but       respect to the operations of the named insured.         Provided a waiver of subrogation on aircraft physical damage coverage but       respect to the operations of the named insured.         Provided a waiver of subrogation on aircraft physical damage coverage but       This coverage includes War Liability Covera	
Bodily Injury       \$       \$       \$         Property Damage       \$       \$         Property Damage       \$       \$         Passenger Bodily Injury       \$       \$         X       Single Limit       Including Passenger       \$         X       Single Limit       Including Passenger       \$         Description of Aircraft       Physical Damage Coverage:       All Risks Ground and In-Flight         FAA       Insured       Number         Number       Year       Make & Model       Value         Deductibles (NIM/IM)       N952G       2014       Piper Meridian       \$1,200,000       \$1,000 / \$15,000         As respects any Aircraft Owned and Operated by the Named Insured and covered under the above referenced policy.       THE CERTIFICATE HOLDER IS:       Included as a Loss Payee for Aircraft Physical Damage Coverage.         Breach of Warrenty Coverage on Aircraft Physical Damage as their interest may appear not to exceed 100% of the Insured Value.       respect to the operations of the named insured.         Provided a waiver of subrogation on aircraft physical damage coverage but       respect to the operations of the named insured.         OTHER COVERAGES / CONDITIONS       This coverage includes War Liability Coverage and TRIA         X       This coverage includes War Liability Coverage and TRIA         RE	
Property Damage       \$       \$       \$         Passenger Bodily Injury       \$       \$       \$         Single Limit       Including Passenger       \$       \$       \$         Description of Aircraft       Physical Damage Coverage:       All Risks Ground and In-Flight         FAA       Insured       Deductibles (NIM/IM)         Number       Year       Make & Model       Value       Deductibles (NIM/IM)         N952G       2014       Piper Meridian       \$1,200,000       \$1,000 / \$15,000         As respects any Aircraft Owned and Operated by the Named Insured and covered under the above referenced policy.       THE CERTIFICATE HOLDER IS:       Included as a Loss Payee for Aircraft Physical Damage Coverage.         Breach of Warranty Coverage on Aircraft Physical Damage Coverage       Breach of Warranty Coverage on Aircraft Liability Coverage but only with       respect to the operations of the named insured.         Y Provided a waiver of subrogation on aircraft physical damage coverage but       respect to the operations of the named insured.         OTHER COVERAGES / CONDITIONS       This coverage includes War Physical Damage Coverage and TRIA       REMARKS:         REMARKS:       Inscludes War Liability Coverage and TRIA       REMARKS:	
Passenger Bodily Injury       \$       \$         X       Single Limit       Including Passenger       \$       \$       \$       \$       \$       \$       \$       \$       \$       \$       \$       \$       \$       \$       \$       \$       \$       \$       \$       \$       \$       \$       \$       \$       \$       \$       \$       \$       \$       \$       \$       \$       \$       \$       \$       \$       \$       \$       \$       \$       \$       \$       \$       \$       \$       \$       \$       \$       \$       \$       \$       \$       \$       \$       \$       \$       \$       \$       \$       \$       \$       \$       \$       \$       \$       \$       \$       \$       \$       \$       \$       \$       \$       \$       \$       \$       \$       \$       \$       \$       \$       \$       \$       \$       \$       \$       \$       \$       \$       \$       \$       \$       \$       \$       \$       \$       \$       \$       \$       \$       \$       \$       \$       \$       \$       \$       \$       \$       \$	
X       Single Limit       Including Passenger       \$       \$ 2,000,000         Passenger Liability Limited to:       \$       \$         Description of Aircraft       Physical Damage Coverage:       All Risks Ground and In-Flight         FAA       Insured         Number       Year       Make & Model       Value       Deductibles (NIM/IM)         N952G       2014       Piper Meridian       \$1,200,000       \$1,000 / \$15,000         As respects any Aircraft Owned and Operated by the Named Insured and covered under the above referenced policy.       THE CERTIFICATE HOLDER IS:         Included as a Loss Payee for Aircraft Physical Damage Coverage.       Breach of Warrenty Coverage on Aircraft Physical Damage coverage but only with       respect to the operations of the Insured Value.         Included as an Additional Insured on Aircraft Physical damage coverage but       respect to the operations of the named insured.         Provided a waiver of subrogation on aircraft physical damage coverage but       respect to the operations of the named insured.         OTHER COVERAGES / CONDITIONS       X       This coverage includes War Physical Damage Coverage and TRIA         X       This coverage includes War Liability Coverage and TRIA       X         X       This coverage includes War Liability Coverage and TRIA       REMARKS:	
Passenger Liability Limited to:       \$       \$         Description of Aircraft       Physical Damage Coverage:       All Risks Ground and In-Flight         FAA       Insured         Number       Year       Make & Model       Value       Deductibles (NIM/IM)         N952G       2014       Piper Meridian       \$1,200,000       \$1,000 / \$15,000         As respects any Aircraft Owned and Operated by the Named Insured and covered under the above referenced policy.       THE CERTIFICATE HOLDER IS:         Included as a Loss Payee for Aircraft Physical Damage Coverage.       Breach of Warrenty Coverage on Aircraft Physical Damage as their interest may appear not to exceed 100% of the Insured Value.         X       Included as an Additional Insured on Aircraft physical damage coverage but only with Provided a waiver of subrogation on aircraft physical damage coverage but       respect to the operations of the named insured.         OTHER COVERAGES / CONDITIONS       X       This coverage includes War Physical Damage Coverage and TRIA       X         X       This coverage includes War Liability Coverage and TRIA       X       This coverage includes War Liability Coverage and TRIA         REMARKS:       EMMARKS:       EMMARKS       EMMARKS       EMMARKS	
FAA       Insured         Number       Year       Make & Model       Value       Deductibles (NIM/IM)         N952G       2014       Piper Meridian       \$1,200,000       \$1,000 / \$15,000         As respects any Aircraft Owned and Operated by the Named Insured and covered under the above referenced policy.       THE CERTIFICATE HOLDER IS:         Included as a Loss Payee for Aircraft Physical Damage Coverage.       Breach of Warranty Coverage on Aircraft Physical Damage as their interest may appear not to exceed 100% of the Insured Value.         X       Included as an Additional Insured on Aircraft Liability Coverage but only with respect to the operations of the named insured.         Provided a waiver of subrogation on aircraft physical damage coverage but       respect to the operations of the named insured.         OTHER COVERAGES / CONDITIONS       X         X       This coverage includes War Physical Damage Coverage and TRIA         X       This coverage includes War Liability Coverage and TRIA         X       This coverage includes War Liability Coverage and TRIA         REMARKS:       REMARKS:	
Number       Year       Make & Model       Value       Deductibles (NIM/IM)         N952G       2014       Piper Meridian       \$1,200,000       \$1,000 / \$15,000         As respects any Aircraft Owned and Operated by the Named Insured and covered under the above referenced policy.       THE CERTIFICATE HOLDER IS:       Included as a Loss Payee for Aircraft Physical Damage Coverage.         Breach of Warranty Coverage on Aircraft Physical Damage as their interest may appear not to exceed 100% of the Insured Value.       Included as an Additional Insured on Aircraft Liability Coverage but only with respect to the operations of the named insured.         OTHER COVERAGES / CONDITIONS       This coverage includes War Physical Damage Coverage and TRIA         X       This coverage includes War Liability Coverage and TRIA         REMARKS:       REMARKS:	
N952G       2014       Piper Meridian       \$1,200,000       \$1,000 / \$15,000         As respects any Aircraft Owned and Operated by the Named Insured and covered under the above referenced policy.       THE CERTIFICATE HOLDER IS:	
As respects any Aircraft Owned and Operated by the Named Insured and covered under the above referenced policy. THE CERTIFICATE HOLDER IS: The Certificate Holder as a Loss Payee for Aircraft Physical Damage Coverage. Breach of Warranty Coverage on Aircraft Physical Damage as their interest may appear not to exceed 100% of the Insured Value. Included as an Additional Insured on Aircraft Liability Coverage but only with Provided a waiver of subrogation on aircraft physical damage coverage but THER COVERAGES / CONDITIONS X This coverage includes War Physical Damage Coverage and TRIA X This coverage includes War Liability Coverage and TRIA REMARKS:	
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Provided a waiver of subrogation on aircraft physical damage coverage but OTHER COVERAGES / CONDITIONS X This coverage includes War Physical Damage Coverage and TRIA X This coverage includes War Liability Coverage and TRIA REMARKS:	
DTHER COVERAGES / CONDITIONS         X       This coverage includes War Physical Damage Coverage and TRIA         X       This coverage includes War Liability Coverage and TRIA         REMARKS:	
X This coverage includes War Physical Damage Coverage and TRIA     X This coverage includes War Liability Coverage and TRIA REMARKS:	
X This coverage includes War Physical Damage Coverage and TRIA     X This coverage includes War Liability Coverage and TRIA     REMARKS:	
REMARKS:	
The Aviation Managers have made provision to give the certificate holder thirty (30) days (10 days for non-pay) written notice of cancellation of any police of the certificate holder thirty (30) days (10 days for non-pay) written notice of cancellation of any police of the certificate holder thirty (30) days (10 days for non-pay) written notice of cancellation of any police of the certificate holder thirty (30) days (10 days for non-pay) written notice of cancellation of any police of the certificate holder thirty (30) days (10 days for non-pay) written notice of cancellation of any police of the certificate holder thirty (30) days (10 days for non-pay) written notice of cancellation of any police of the certificate holder thirty (30) days (10 days for non-pay) written notice of cancellation of any police of the certificate holder thirty (30) days (10 days for non-pay) written notice of cancellation of any police of the certificate holder thirty (30) days (10 days for non-pay) written notice of cancellation of any police of the certificate holder thirty (30) days (10 days for non-pay) written notice of cancellation of any police of the certificate holder thirty (30) days (10 days for non-pay) written notice of cancellation of any police of the certificate holder thirty (30) days (10 days for non-pay) written notice of cancellation of any police of the certificate holder thirty (30) days (10 days for non-pay) written notice of cancellation of the certificate holder thirty (30) days (10 days for non-pay) written notice of cancellation of the certificate holder thirty (30) days (10 days for non-pay) written notice of cancellation of the certificate holder thirty (30) days (10 days (10 days for non-pay) written notice of certificate holder thirty (30) days (10 days for non-pay) written notice of certificate holder thirty (30) days (10 days for non-pay) written notice of certificate holder thirty (30) days (10 days for non-pay) written non-pay (10 days for non-pay) written notice holder tholder tholder thirty (30) d	
however, the Aviation Managers assume no responsibility for failure to provide such notice. This certificate does not change in any way the actual cover	ages
provided by the policy(ies) specified above.	

Date of Issue: September 22, 2020

Ву:\_\_\_\_\_

Scott Stewart

(Authorized Representative) Scott Stewart QBE North America 210 Interstate N Pkwy SE, Suite 500 Atlanta, GA 30339 770-794-6400



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

									ل_		08/2020
CE BE	IS CERTIFICATE IS ISSUED AS A RTIFICATE DOES NOT AFFIRMAT LOW. THIS CERTIFICATE OF INS PRESENTATIVE OR PRODUCER, AI	VEL	Y OF	R NEGATIVELY AMEND, DOES NOT CONSTITUT	EXTE	ND OR ALT	ER THE CO	VERAGE AFFOR	DED BY	THE	POLICIES
IM	ORTANT: if the certificate holder i	s an	ADD	ITIONAL INSURED, the	policy(i	es) must ha	ve ADDITIO	NAL INSURED pr	ovisions	or be	endorsed.
) IF S	UBROGATION IS WAIVED, subject	to the	he te	rms and conditions of th	ne polic	y, certain p	olicies may	require an endor	sement.	A sta	atement on
	s certificate does not confer rights t	o the	e cert	ificate holder in lieu of s			<u></u>				
PROD					CONTA NAME						
ASS	UREDPARTNER AEROSPACE dba H	ARD	Y AV	IATION INS	PHONE (A/C. No	D. Ext): 316-94	45-6733		AX A/C, No):	316-94	45-6733
[ PO I	PO BOX 12010					ss: kim@ha	rdyaviationing	s.com		_	
WIC	HITA KS 67277				[	INS	BURER(S) AFFOR	RDING COVERAGE			NAIC #
					INSURE	RA: ACE A	MERICAN INS	SURANCE CO / C	HUBB		Z09029
INSUR	ED				INSURE	R 8 :					
BREMFOUR AVIATION GROUP, INC				INSURE	RC:						
9724 KINGSTON PIKE SUITE 1300				INSURE	RD:						
	KNOXVILLE TN 37922				INSURE	RE:					
					INSURE	R F :					
cov	ERAGES CER	TIFK	CATE	NUMBER:				<b>REVISION NUM</b>	BER:		
	S IS TO CERTIFY THAT THE POLICIES										
CE	ICATED. NOTWITHSTANDING ANY RE RTIFICATE MAY BE ISSUED OR MAY I CLUSIONS AND CONDITIONS OF SUCH	PERT	AIN,	THE INSURANCE AFFORD	ED BY	THE POLICIE	S DESCRIBED	D HEREIN IS SUB.			
INSR	TYPE OF INSURANCE	ADDL	SUBR WVD				POLICY EXP (MM/DD/YYYY)		LIMITS		
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		Y	Y	SVRD42210833		10/16/2019	10/16/2020	PERSONAL & ADV IN		N/A	
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	ND EMPLOYERS' LIABILITY Y / N		!		l	l					
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	ÉSCRIPTION OF OPERATIONS below		<u> </u>	<u> </u>				E.L. DISEASE - POLIC	Y LIMIT I S		
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LOC	ATION OF HANGAR: BLOCK 2 LOT 2	2, DE	STIN	FL 32541							
 			ייפיי		CLACKS	CON	TRACT#	t: L03-0202-	AP		
	GAR COVERAGE: \$60,000 / \$1,000 /		CKIL	. DEDUCTIBLE / REPLAC				AVIATION C			JC
						ΠΔΡ	BLOCK	210T 2		, 10	· O.
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				i	THE	EXPIRATION	DATE THE	REOF, NOTICE		DEL	IVERED IN
	OKALOOSA COUNTY BOCC	:			ACC	ORDANCE WI	TH THE POLIC	Y PROVISIONS.			
	302 N WILSON STREET, SL	ITE	301		AUTUC						
	CRESTVIEW FL 32536				AUTHO	RIZED REPRESE		121			
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						© 19	88-2015 AC	ORD CORPORA	HON. AI	ı righ	is reserved.

ACORD 25 (2016/03)

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# **CERTIFICATE OF INSURANCE**

THIS IS TO CERTIFY TO: OKALOOSA COUNTY 5749 A OLD BETHEL ROAD CRESTVIEW. FL 32536

THAT THE FOLLOWING POLICY OF INSURANCE HAS BEEN ISSUED TO:

Bremfour Aviation Group Inc 9724 Kingston Pike Suite 1300 KNOXVILLE, TN 37922

POLICY NUMBER:NAB6504785POLICY PERIOD:From April 25, 2019 To April 25, 2020INSURANCE COMPANY:Endurance American Insurance Co.

**DESCRIPTION OF COVERAGES AND LIMITS OF LIABILITY:** Please refer to attached schedule which is incorporated as a part hereof.

The above Certificate Holder is included as an Additional Insured but only to the extent of liability imposed upon the Additional Insured solely as the result of an act or omission of the Named Insured or its employees in connection with the Named Insured's Operations.

STANDARD POLICY TERRITORY - United States of America, including its Territories and Possessions, and the District of Columbia, Canada, Mexico, The Bahamas and the Caribbean excluding Cuba and Haiti or while in route between parts thereof.

Subject to Date Change Recognition Endorsement.

Data included in this Certificate valid as of October 10, 2019.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policy listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate of insurance may be issued or may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions and conditions of such policies.

Should the described policy be cancelled before the expiration date hereof, the issuing company will endeavor to give 30 days (10 days for non-payment) notice to the certificate holder named herein. However, failure to mail such notice shall not impose any obligation nor any liability of any kind upon the Company, its representatives or agents.

11 Stat Brown

W. Brown & Associates Insurance Services

Date of Issue: October 10, 2019 Certificate No.: <u>3</u>

CONTRACT#: L03-0202-AP BREMFOUR AVIATION GROUP, INC. DAP BLOCK 2 LOT 2 EXPIRES: 12/30/2026

By:

L13 0202-AP

#### POLICY NO .: NAB6504785

Here a contracting the second

# ATTACHED TO CERTIFICATE # 3

# SCHEDULE OF AIRCRAFT

DES	<b>CRIPTION OF</b>	AIRCRAFT		
No.	FAA Cert #	Serial #	Year/Make/Model	Insured Value
1	N622AB		2012 Cirrus SR22	\$417,000

PHY	PHYSICAL DAMAGE COVERAGE						
	Deduc	tibles					
No.	Not In Motion	In Motion	Physical Damage Coverage				
1	\$100	\$500	F. All Risk Basis				

AIRCRAFT LIABILITY COVERAGES							
Single Limit Bodily Injury Pass		Passenger	Passenger Liability Limited To				
No.	& Property Damage	Liability	Each Person	Each Occurrence			
1	\$2,000,000	Included	XXXX	XXXX			

MED	ICAL EXPENSES		
No.	Including Crew	Each Person	Each Occurrence
1	Yes	\$5,000	\$20,000

NAX-01-1215

# ADDITIONAL INSURED / MUNICIPALITY

Policy Number:	NAB6504785	Endorsement #:	9
Named Insured:	BREMFOUR AVIATION GROUP INC		
Company:	Endurance American Insurance Co.	Effective Date:	10/10/2019
Aviation Managers:	W. Stott Brown	Date Issued:	10/10/2019
This and accompany is part of	f your policy and takes affect on the affective date of	your policy unless prother effective	data is about about

This endorsement is part of your policy and takes effect on the effective date of your policy unless another effective date is shown above. THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

In consideration of the premium paid and notwithstanding anything in the policy to the contrary, this endorsement amends the policy as shown below:

The following is included as Additional Insured(s) but only to the extent of liability imposed upon Additional Insured(s) solely as the result of an act or omission of the Named Insured or its employees in connection with the Named Insured's Operations:

As respects 2012 Cirrus SR22 (N622AB):

OKALOOSA COUNTY 5749 A OLD BETHEL ROAD CRESTVIEW, FL 32536

All other terms and conditions of the policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

End of Endorsement - NAX-01-1215

# CONTRACT, LEASE, AGREEMENT CONTROL FORM

,

Date:	06-23-2017
Contract/Lease Control #	: <u>L03-0202-AP</u>
Bid #:	NA
Contract/Lease Type:	LEASE
Award To/Lessee:	BREMFOUR AVIATION GROUP, INC.
Owner/Lessor:	OKALOOSA COUNTY
Effective Date:	02/07/2006
Expiration Date:	12/30/2026
Description of Contract/Lease:	DAP BLOCK 2 LOT 2
Department:	<u>_AP</u>
Department Monitor:	STAGE
Monitor's Telephone #:	850-651-7160
Monitor's FAX # or E-mail:	<u>TSTAGE@CO.OKALOOSA.FL.US</u>

Closed:

Cc: Finance Department Contracts & Grants Office

# CONTRACT & LEASE INTERINAL COORDINATION SHEET

Contract/Lease Number: 103-02	02-AP Tracking Number: 2229-17
	Re Aviation Group LUC Grant Funded: YES_NOT
Purpose: Amendment One	
Date/Term: 12 3: 26	1. 🗍 GREATER THAN \$50,000
Amount \$ 2, 374, 50	2. 🔲 GREATER THAN \$25,000
Department: A: ports	3. 🔲 \$25,000 OR LESS
Dept. Monitor Name: STage / M	
Document has been reviewed and incl	
	Purchasing Review
	ruichasing keview
Procurement requirements are met:	
1	Date: 1/27/17
Purchasing Director or designee	Greg Kisela, Charles Powell, DeRita Mason, Matthew Young
Risk	Management Review
Approved as written: Need to pro	vide
Kuptal King	Date: 1-30-17
Risk Manager or designed Lo	iura Porter or Krystal King
	unty Attorney Review
Approved as written:	See approver double 1/27/2017
	Date:
County Attorney Gregory T	. Stewart, Lynn Hoshihara, Kerry Parsons or Designee
Following	Okaloosa County approval:
	Contracts & Grants
Document has been received:	
	Date:
Contracts & Grants Manager	



# Certificate of Insurance

QBE North America

(Certificate Holder): 5749 Crest The following policy(ies) Bremi have been issued to: 9724 Know	osa County A Old Bethel Road /lew, FL 32536 four Aviation Group, Inc. Kingston Pike, Suite 1300 ifile, TN 37922		L03-03	202-AP
have been issued to: 9724 Knoxy POLICY INFORMATION	Kingston Pike, Suite 1300			
				······································
Policy Period: This Coverage Is Effective 12:01 Policy Territory: Worldwide Insurance Company: QBE Insurance Corp		om: December 7, 2017	To: December 7, 20	218
LIABILITY COVERAGES		Limits	of Liability	<u></u>
		Each Person	Each Occurrence	
Bodily Injury Property Damage Passenger Bodily Injury X Single Limit Inclu Passenger Liability Limited	ding Passengers to:	\$ \$ \$ \$	\$ \$ \$ 2,000,000 \$	
Description of Aircraft	Physical D	amage Coverage:	All Risks Ground and In-Filght	
FAA Number Year M	lake & Model ocata TBM 930	insured Value \$4,000,000	Deductibles (NIM/IM) Nii / Nii	
THE CERTIFICATE HOLDER IS: Included as a Loss Payee for Ai Breach of Warranty Coverage o X Included as an Additional Insu	and Operated by the Named Ins retraft Physical Damage Coverage n Aircraft Physical Damage as th ured on Aircraft Liability Covera- tion on aircraft physical damag	е. eir interest may appear not to age but only with	exceed 100% of the Insured Value. respect to the operations of the only with respect to the operation	
X         This coverage includes War F           X         This coverage includes War I           X         This coverage includes War I	hysical Damage Coverage an jability Coverage and TRIA	J TRIA		
REMARKS:			· · · · · · · · · · · · · · · · · · ·	
The Aviation Managers have made provision however, the Aviation Managers assume no provided by the policy(les) specified above	to give the certificate holder the responsibility for failure to prov	nirty (30) days (10 days for ride such notice This certifi	non-pay) written notice of cancella cate does not change in any way t	ition of any policy above; the actual coverages
Date of Issue: December 4, 2017		By:	South Steman Porized Representative)	

Scott Stewart QBE North America 210 Interstate N\_Parkway S.E\_. Suite 400 Atlanta, GA 30339 770-794-6400

## **Charles Powell**

From:	Parsons, Kerry <kparsons@ngn-tally.com></kparsons@ngn-tally.com>
Sent:	Friday, January 27, 2017 9:43 AM
То:	Dave Miner; Charles Powell
Cc:	Krystal King; David Williams; Lynn Hoshihara
Subject:	RE: Bremfour Aviation Amendment One

Good Morning:

The Bremfour Hangar Lease amendment is approved for legal purposes.

Have a good day,

Kerry

From: Dave Miner [mailto:dminer@co.okaloosa.fl.us]
Sent: Thursday, January 26, 2017 4:03 PM
To: Charles Powell
Cc: Parsons, Kerry; Krystal King; David Williams
Subject: Bremfour Aviation Amendment One

Charles:

Please send the attached Amendment One for Bremfour Aviation out for coordination. Thank you.

Dave

David E. Miner Properties and Leases Okaloosa County Airports (850) 651-7160 Ext. 4 www.flyvps.com

Destin Executive Airport Hangar Lease				
		ed Buy Down Option	-	
	Bremfour Aviation	Block	2	Lot 2
Lessee Lease #	L03-0202-AP	DIOCK	<u>لے</u> برور ان اور	
Lease #				
The Okaloosa County Board of County Commissioners approved a Tiered Buy Down Program for any Destin Executive Airport hangar lease with a Board approved ground lease rate greater than \$1.50 per square foot. The program allows a lessee to reduce their Board approved rate to the \$1.50 appraisal rate. This will be retroactive to October 1, 2016 with a flat fee based on the number of years remaining on the current lease term. All other terms and conditions of the lease remain unchanged with the exception of the Care of Premises which will also be updated.				
Current Bo	ard Approved Ground Rate:	\$ 2.50	Date Approved:	3/10/2014
	Current Escalated Rate:		Date Escalated:	3/10/2016
[	Remaining Lease Term:	10,25	Expiration Date:	12/31/2026
	Init: Rad	described above. This sin amount of \$2,500.00 no and payment are received lessees electing this opti	gned form must be ret later than January 17, d, we will begin the le on will be required to ll be presented to the for approval. The prop	a elect the buy down option turned with your fee in the 2017. Once signed form case amendment process. All sign an amendment to their Okaloosa County Board of gram is expected to be
	Init:	Opt Out -Please check a current rate. I understand remain at its current rate annually per the terms in	1 my Board Approved of \$2.50000 and wil	なる実施がたたとないとながでいた。 ひかい しょうしょう アイレート しょうしん アイ・ション
Print Name 6	REMFOUR	Signature	· Whi	2
1	REMFOUR ALIATTON	Date		944
January 17, 20 amendment to approved by th March 7th, 20 Buy Down Op program. In ad	e Okaloosa County Board o	mendment process. Pleas a for Board Approval. Th f County Commissioners anuary 17, 2017 will auto anuary 17, 2017 will auto anus that indicate Opt In	e remember that you the new rate is not effe . We expect this proc omatically be conside that are not returned	will be required to sign an ctive until your amendment is ess to be completed by red as an Opt Out to this

#### **Dave Miner**

From:	Krystal King
Sent:	Wednesday, May 24, 2017 3:49 PM
To:	Dave Miner
Subject:	RE: Certificate of Insurance Bremfour Aviation Compliance

The COI meets the requirements of the contract.

*Krystal King* Okaloosa County Risk Management (850)689-5977 Fax (850)689-5973

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 email communication including your email address, may be subject to public disclosure.

From: Dave Miner Sent: Wednesday, May 24, 2017 3:42 PM To: Krystal King <kking@co.okaloosa.fl.us> Subject: RE: Certificate of Insurance Bremfour Aviation Compliance

Krystal:

The updated COI for GL is attached for your review.

Dave

From: Krystal King Sent: Wednesday, May 24, 2017 2:14 PM To: Dave Miner <<u>dminer@co.okaloosa.fl.us</u>> Subject: RE: Certificate of Insurance Bremfour Aviation Compliance

The COI showing Property and GL is for someone named Robert F. Devrnja. We need one showing Bremfour has insurance on the building and GL for their presence and actions on the property.

*Krystal King* Okaloosa County Risk Management (850)689-5977

#### Fax (850)689-5973

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 email communication including your email address, may be subject to public disclosure.

#### From: Dave Miner

Sent: Wednesday, May 24, 2017 1:58 PM To: Krystal King <<u>kking@co.okaloosa.fl.us</u>>; Laura Porter <<u>lporter@co.okaloosa.fl.us</u>> Cc: Stephanie Herrick <<u>sherrick@co.okaloosa.fl.us</u>> Subject: Certificate of Insurance Bremfour Aviation Compliance

Krystal:

Please review the attached COI for Bremfour Aviation (LO3-0202-AP) and let us know if the COI complies with requirements. Thank you.

Dave

David E. Miner Properties and Leases Okaloosa County Airports (850) 651-7160 Ext. 4 www.flyvps.com

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

Customer No. 1512484 Certificate No. H-000000113



# **CERTIFICATE of INSURANCE**

This certificate is issued to	Okaloosa County Airport Authority 5749 A Old Bethei Road Crestview, FL 32536
On behalf of Named Insured	Bremfour Aviation 3109 TOOLES BEND RD KNOXVILLE, TN 37922-6447
Insurer	Allianz
Issuing Insurer Policy No.	MXI93062769 and A3GA000713914AM
Policy Period	January 21, 2017 to January 21, 2018
Location of Covered Property	Destin-Fort Worth Beach Airport, Destin FL, Hangar # 1

Coverage Building Limit	Limits of Liability \$45,000	<b>Coverage</b> Medical Expense	Limits of Liability Not Covered
Business Personal Property Limit	Not Covered	Hangarkeeper's Liability Limit	Not Covered
Business Income/Extra Expense Limit	Not Covered	Hangarkeeper's Deductible	N/A
Deductible*	N/A	Garagekeeper's Liability Limit	Not Covered
Wind Deductible	\$10,000	Garagekeeper's Deductible	N/A
Premises Liability Limit	\$1,000,000	War Liability Limit	Not Covered
Damage To Premises Rented To You	Not Covered	TRIA Liability Limit	\$1,000,000
Personal & Advertising Injury Limit	Not Covered		
t All Oncorrel Oncorre of Long other them	Month Mariana and and Maton		

\* All Covered Causes of Loss other than Earth Movement and Water

#### Additional Coverages or Agreements

1. The Certificate Holder is included as an Additional Insured with respect to operations of the Named Insured, but only with respect to liability for Bodily Injury, or Property Damage caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf in connection with your premises owned by or rented to you. This insurance does not apply to any claim or liability arising out of the use of any product manufactured, sold, handled, or distributed by the above additional Insured.

This certificate is issued for information purposes only. It certifies that the policies listed in this document have been issued to the Named Insured. It does not grant any rights to any party nor can it be used, in any way, to modify coverage provided by such policies. Alteration of this certificate does not change the terms, exclusions or conditions of such policies. Coverage is subject to the provisions of the policies, including any exclusions or conditions, regardless of the provisions of any other contract, such as between the Certificate Holder and the Named Insured. Notice is hereby given that AOPA Insurance Services is not the Insurer hereunder and shall not be held liable for any loss or damage. Should any of the above described policies be cancelled before the expiration date thereof, the Issuing Insurer will endeavor to provide thirty (30) days advance notice to the Certificate Holder, but failure to do so shall impose no obligation or liability of any kind upon the Insurer, its agents or representatives.

Date of Issue:

May 24, 2017

By: Energy Authorized Representative

AOPA INSURANCE SERVICES OFFICE 1995 MIDFIELD ROAD WICHITA, KS 67209 MAIL P.O. BOX 9170 WICHITA, KS 67277 P 800-622 AOPA (2672) F 316 942 0091 aopainsurance.org

CONFIDENTIAL

5076-77-394259

RG



Brookfield Place 200 Liberty Street, 25<sup>th</sup> Floor New York, New York 10281 P: 212-915-7000 F: 212-945-0829

#### CERTIFICATE OF INSURANCE

Bremfour Aviation Group, Inc.

9624 Kingston Pike #1300 Knoxville, TN 37922

UA00006651AV16A

Okaloosa County 5749 A Old Bethel Road Crestview, FL 32536

This Is To Certify To:

That The Following Policy(ies) Of Insurance Have Been Issued To:

Policy Number:

Policy Period:

From: 12/07/2016 To: 12/07/2017

Insurance Company:

XL Specialty Insurance Company

				Dedu	ctibles	Limits of	f Llability
Registration No.	Make and Model	Year	Insured Value	Not In-Motion	In-Motion	Each Passenger	Each Occurrence
N1911Y	Socata TBM 850	2011	As Per Policy	As Per Policy	As Per Policy	XXX	\$2,000,000

Other Coverages/Conditions/Remarks:

The certificate holder(s) are included as additional insured but only with respect to operations of the named insured.

War Hull included

War Liability: \$2,000,000 each occurrence and in the annual aggregate

Certificate No. Date of Issue

-12/02/2016

Authorized Representative

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 all terms, exclusions and conditions of such policies. This certificate does not amend, extend or otherwise alter the coverages afforded by the policies described herein. Limits may have been reduced by paid claims.

# Contract # L03-0202-AP BREMFOUR AVIATION GROUP, INC. DAP BLOCK 2/LOT 2 EXPIRES: 12/30/2026

## AMENDMENT OF LEASE L03-0202-AP BREMFOUR AVIATION GROUP, INC. HANGAR LEASE AT THE DESTIN EXECUTIVE AIRPORT

This Amendment of Lease made and entered into this <u>21st</u> day of <u>June</u>, 2017, hereby approves this amendment for lease L03-0202-AP ("the Lease Agreement"), between Bremfour Aviation Group, Inc. ("Lessee"), and Okaloosa County, Florida through its Board of County Commissioners (hereinafter the "County").

## WITNESSETH:

WHEREAS, on March 10, 2014, Lessee entered into an Assignment of Lease Agreement, L03-0202-AP with the County for Hanger Space at the Destin Executive Airport with a current expiration date of December 31, 2026; and

WHEREAS, on November 15, 2016 the Board approved a Tiered Buy-Down Option Program. This program enables current lessees with a Board approved rate over \$1.50 to "Opt In" to the new rate by paying a fee based on the lessees remaining lease term, 0 to 5 years \$1,000.00, 6 to 10 years \$2,500.00 and 11 to 20 years \$5,000.00; and

WHEREAS, Lessee desires to Opt In the Tiered Buy-Down program and Lessee's fee, \$1,000.00 (less than six years) has been received; and

WHEREAS, on November 15, 2016 the Board additionally 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 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

1. Section 6 a titled "Ground Lease" of L03-0202-AP, is deleted and replaced as follows:

Lessee shall pay in advance an annual ground lease fee established by an independent appraisal. The fee shall be adjusted in accordance with Section 7. The ground lease 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 ONE THOUSAND FIVE HUNDRED EIGHTY THREE (1,583) square feet at <u>ONE</u> <u>DOLLAR AND FIFTY CENTS (\$1.50</u>) per square foot per year for a total annual cost of <u>TWO</u> THOUSAND THREE HUNDRED

> Page 1 of 5 L03-0202-AP

# SEVENTY FOUR DOLLARS AND FIFTY CENTS (\$2,374.50) plus state sales tax and County non-ad valorem taxes.

2. Section 11 titled "Care of Leased Premises" of L03-0202-AP, 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.

3. Section 13 titled "Taxes" of L03-0202-AP, 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 by 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.

4. Section 18 titled "Insurance" letter "c" of L03-0202-AP, 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 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 Okaloosa County, 5749 A Old Bethel Road, Crestview, FL 32536 and a copy to

> Page 2 of 5 L03-0202-AP

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.

5. Section 27 "Place of Payments" of L03-0202-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.

6. 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 renewal and amendment as of the day and year first written.

# OKALOOSA COUNTY, FLORIDA

FA Ketchel, Chairman Carolyn N NO Date:

ATTEST:

121/1 DATE:

LESSEE

Bremfour Aviation Group, Inc. Robert Devrnja Date: 3/17/17

ATTEST: Delm Witness

Page 4 of 5 L03-0202-AP

## **ACKNOWLEDGMENTS**

ennessee STATE OF COUNTY OF

Before me, the undersigned officer duly authorized to take acknowledgments in the COUNTY and STATE aforesaid, personally appeared ROBERT DEVRNJA 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 \_\_\_\_\_ State Tennessee Notary Public My Comm <u>1</u><sup>th</sup> day of <u>March</u>, 2017, AD. Annun an 7/1/18 My Commission Expires:



CA #12

# BOARD OF COUNTY COMMISSIONERS AGENDA REQUEST

DATE:	June 20, 2017
TO:	Honorable Chairman and Members of the Board
FROM:	Tracy Stage
SUBJECT:	Amendment One to Bremfour Aviation Group, Inc Hangar Lease
<b>DEPARTMENT:</b>	Airport
<b>BCC DISTRICT:</b>	5
<b>BCC DISTRICT:</b>	5

**STATEMENT OF ISSUE:** The Airports Department requests approval by the Board of County Commissioners for Amendment One of the Bremfour Aviation Group, Inc. Hangar Lease Agreement, Block 2 Lot 2, at the Destin Executive Airport (L03-0202-AP).

**BACKGROUND:** On March 10, 2014, Bremfour Aviation Group entered into a Lease Agreement for Hangar Space at the Destin Executive Airport. On November 15, 2016, the Board approved a Tiered Buy Down Program which enables current lessees to "Opt In" at the current Board approved lease rate of \$1.50 by paying a fee based on the lessees remaining lease term. The Board additionally approved, at the same meeting, new language for the storage of items in the lessees hangar. Bremfour Aviation Group desires to "Opt In" the new hangar lease rate and the Airport has received the fee. The Hangar Buy Down Program and the Care of Leased Premises hangar amendments were projected for Board approval in February-March 2017. Due to suggested revisions by the Clerk's office on the current insurance language in January 2017, the Airport ceased sending all lease amendments to the Board until the impact of any language change was known. On May 17th, modified insurance language was identified and will be used in all agreements prepared from that date going forward. The Bremfour Aviation Group certificate of insurance and Opt In Form are attached along with the contract and lease internal coordination sheet.

**OPTIONS:** Approve, Reject or Table.

**RECOMMENDATIONS:** It is Staff's recommendation that the Board approve Amendment One of the Bremfour Aviation Group Hangar Lease at the Destin Executive Airport as described above.

6/13/2017

**RECOMMENDED BY:** 

Saluad

John Hofstad, County Administrator 6/13/2017

**APPROVED BY:** 

John Hofstad, County Administrator



# **CERTIFICATE OF LIABILITY INSURANCE**

WILL-01 OP ID: PJ

T

DATE (MM/DD/YYYY) 07/01/2015

C B R IM th	HIS CERTIFICATE IS ISSUED AS A I ERTIFICATE DOES NOT AFFIRMATI ELOW. THIS CERTIFICATE OF INS EPRESENTATIVE OR PRODUCER, AI APORTANT: If the certificate holder he terms and conditions of the policy, ertificate holder in lieu of such endors	VELY URA ND TH is an certa	Y OR NEGATIVELY AMEND, NCE DOES NOT CONSTITUT HE CERTIFICATE HOLDER. ADDITIONAL INSURED, the p ain policies may require an en	EXTEND OR ALT E A CONTRACT	ER THE CO BETWEEN T	VERAGE AFFORDED BY TH THE ISSUING INSURER(S), A IF SUBROGATION IS WAIVED	E POLICIES UTHORIZED D, subject to	
	ertificate holder in lieu of such endors DUCER	seme	nt(s).	CONTACT Dale Wa	Idorff			
Wal	dorff Ins & Bonding - FWB		-	PHONE (A/C, No, Ext): 850-58		FAX (A/C, No): 850-5	04 4020	
45 E	Eglin Parkway NE, Šte 202 Walton Beach, FL 32548		-	E-MAIL	1-4925	(A/C, No): 000-0	001-4930	
	e Waldorff		-	ADDRESS:			1	
			-			RDING COVERAGE	NAIC #	
				INSURER A : Ameris		du a lu a Oa	23396	
INSL	P.O. Box 1807	1 <b>y</b> , Ir		INSURER B : St. Pau				
	Fort Walton Beach, FL 32	549-	-1807	INSURER C :				
	· · · · · · · · · · · · · · · · · · ·		-	INSURER D :				
			-	INSURER E :				
L				INSURER F :				
			CATE NUMBER:			REVISION NUMBER:		
IN C E	HIS IS TO CERTIFY THAT THE POLICIES IDICATED. NOTWITHSTANDING ANY RE ERTIFICATE MAY BE ISSUED OR MAY XCLUSIONS AND CONDITIONS OF SUCH	QUIR PERTA POLIC	EMENT, TERM OR CONDITION AIN, THE INSURANCE AFFORDE CIES. LIMITS SHOWN MAY HAVE	OF ANY CONTRACT ED BY THE POLICIE BEEN REDUCED BY	OR OTHER I S DESCRIBED PAID CLAIMS.	DOCUMENT WITH RESPECT TO	WHICH THIS	
INSR LTR	TYPE OF INSURANCE	ADDL	SUBR WVD POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
Α	X COMMERCIAL GENERAL LIABILITY					EACH OCCURRENCE \$	1,000,000	
	CLAIMS-MADE X OCCUR	Х	GL2021805	07/01/2015	07/01/2016	DAMAGE TO RENTED PREMISES (Ea occurrence) \$	100,000	
						MED EXP (Any one person) \$	5,000	
						PERSONAL & ADV INJURY \$	1,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$	2,000,000	
	POLICY X PRO-					PRODUCTS - COMP/OP AGG \$	2,000,000	
	OTHER:					\$	· · · · · · · · · · · · · · · · · · ·	
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident)	1,000,000	
A	X ANY AUTO		CA2021803	07/01/2015	07/01/2016	BODILY INJURY (Per person) \$		
232	ALL OWNED SCHEDULED					BODILY INJURY (Per accident) \$		
	X HIRED AUTOS X AUTOS HIRED AUTOS X AUTOS					PROPERTY DAMAGE \$		
	X PIP					(Per accident)	10,000	
_	X UMBRELLA LIAB X OCCUR					EACH OCCURRENCE \$	5,000,000	
в	EXCESS LIAB CLAIMS-MADE		ZUP14S5913613NF	07/01/2015	5 07/01/2016	AGGREGATE \$	5.000.000	
15	V 10000					\$	-,,	
	DED X RETENTION \$ 10000					PER STATUTE X OTH-		
A	AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE		WC2021807	07/01/2015	07/01/2016		1,000,000	
1~	OFFICER/MEMBER EXCLUDED?	NIA	TO DE DE TOUT	01/01/2010			1,000,000	
	(Mandatory in NH)					E.L. DISEASE - EA EMPLOYEE \$	1,000,000	
A	DÉSCRIPTION OF OPERATIONS below		CPP2021804	07/01/2015	07/01/2016	and the second	150,000	
1~	Leased Equipment		0112021004	01/01/2010	0110112010	Ded:	2,500	
						bed.	2,000	
Re: Cer	DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Re: Lot 3, Block 2, Bob Sikes Airport, Crestview, FL, valued at \$125,000. Certificate holder is added as loss payee and additional insured as respects this hangar only when required by written contract.							
CE	CERTIFICATE HOLDER CANCELLATION							
	OKALA01 Okaloosa County 602-C N. Pearl Street Crestview, FL 32536 OKALA01 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 D3-03002-AP							
L	Lange Lang					D CORPORATION. All right	s reserved.	

The ACORD name and logo are registered marks of ACORD

# RECEIVED SEP 2 3 2013

# **CONTRACT & LEASE INTERNAL COORDINATION SHEET**

Contract/Lease Number: 63-0202 - AP	Tracking Number: 73673
Contractor/Lessee Name: Williams Electric, I	Grant Funded: YESNO
Purpose: AOL to Bremfour Aviation Gro.	INC.
Date/Term: 12-31-26	1. 🕅 GREATER THAN \$50,000
Amount: #4,122,50 per year plus tax	2. 🗌 GREATER THAN \$25,000
Department: Airports	3. 🗌 \$25,000 OR LESS
Dept. Monitor Name: David Miner	
Document has been reviewed and includes any attachme	ents or exhibits.
Durch win - Deview	
Purchasing Review	
Procurement requirements are met: Purchasing Director or designee	Date: 9/20/13
Risk Management Revi	ew
Approved as written: Risk Mgnager or designee	Date: <u>9/23/13</u>
County Attorney Devid	
County Attorney Revie County Attorney	Date: 10/4/13
Following Okaloosa County o	approval:
Contract & Grant	
Document has been received:	
Contracts & Grants Manager	Date:

#### ASSIGNMENT OF LEASE

This ASSIGNMENT OF LEASE FOR HANGAR SPACE, fully executed this *is th* day of *march*, 2014, by and between WILLIAMS ELECTRIC, INC., (hereinafter referred to as the "FIRST PARTY") and BREMFOUR AVIATION GROUP, INC., (hereinafter referred to as the "SECOND PARTY/LESSEE").

#### WITNESSETH:

WHEREAS, the FIRST PARTY entered into a Lease Agreement for a hangar at the Destin/Ft. Walton Beach Airport, Lease Renewal dated February 7, 2006, Assignment of Lease dated August 19, 2002, Supplemental Agreement #2 dated October 7, 1997, Assignment of Lease dated June 11, 1991, Assignment of Lease dated December 19, 1988, Assignment of Lease dated March 11, 1979, Supplemental Agreement #1 dated February 24, 1987 and original lease dated September 20, 1978 with a current expiration date of December 31, 2026.

WHEREAS, the SECOND PARTY, by execution of this ASSIGNMENT OF LEASE, and in consideration of approval by Okaloosa County of the same does hereby assume all responsibilities, duties, obligations, rights, and privileges as set forth in the lease renewal, assignment of leases, supplemental agreements and original lease except as hereinafter stipulated, and does hereby expressly relieve and indemnify the FIRST PARTY against any duty or responsibility for the same.

COUNTY hereby lets to SECOND PARTY and SECOND PARTY 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 Block 2 Lot 2 as shown on file in the office of the Airports Director, which is hereby incorporated herein by reference, and COUNTY hereby gives to SECOND PARTY permission to occupy and maintain one (1) hangar for the storage of individuallyowned/corporate-owned aircraft at the aforesaid location. Additional aircraft may be stored in the hangar with proper notice to the COUNTY provided that proof of required insurance coverage is provided to the COUNTY.

This Lease for Hangar Space (hereinafter called "LEASE") is subject to all terms, covenants, conditions, and agreements to be kept, performed, and observed by the SECOND PARTY.

#### SECTION 1:

Change Section 6 a: Ground Lease to read:

LESSEE shall pay in advance an annual ground lease fee established by an independent

1

LEASE # L03-0202-PW BREMFOUR AVIATION DAP BLOCK 2 LOT 2

EXPIRES: 12/31/2026

Instr # 2915699 BK: 3139 PG:3143,Page 1 of 5 Recorded 03/13/2014 at 10:22 AM, RECORDING: \$24.00 RECORDING ARTICLE V:

\$20.00

appraisal. The fee shall be adjusted every year in accordance with Section 7. The ground lease and applicable sales tax 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 lease includes ONE THOUSAND FIVE HUNDRED EIGHTY THREE (1,583) square feet at <u>TWO DOLLARS FIFTY CENTS</u> (\$2.50) per square foot per year for a total annual cost of <u>THREE THOUSAND NINE HUNDRED</u> FIFTY SEVEN DOLLARS AND FIFTY CENTS (\$3,957.50) plus tax.

#### **SECTION 2:**

Change Section 19: Notices to read:

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: Bremfour Aviation Group, Inc., Dr. Robert Devrnja, 318 Sand Myrtle Trail, Destin, FL 32541.

#### SECTION 3:

Add: Legal Description

Block 2 Lot 2: Commence at the Northern-most corner of Lot 22, Block A, Harbor Breeze, as recorded in Plat Book 13, Page 32, Public Records of Okaloosa County, Florida; Thence S.38°00'00"E. (Basis of Bearings) along the East line of said subdivision for a distance of 88.50 feet; Thence departing said East line proceed N.52°00'00"E. for a distance of 248.50 feet; Thence S.37°37'15"E., 8.84 feet to the Southwest corner of an aircraft hangar and the POINT OF BEGINNING; Thence N.52°27'22"E. along West edge of hangar 46.00 feet; Thence S.37°37'15"E., 20.17 feet; Thence S.52°27'22"W. 32.70 feet to Southeast corner of hangar; Thence N.37°37'15"W. for a distance of 40.25 feet to the POINT OF BEGINNING. Parcel described contains 1,583 square feet.

#### SECTION 4: ENTIRE ASSIGNMENT OF LEASE

This ASSIGNMENT OF LEASE consists of the following: Sections 1 - 4. It constitutes this entire Assignment of 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.

(The remainder of this page is intentionally left blank)

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

your written

WÍLLIAMS ELECTRIC, INC. HARVEY WILLIAMS FIRST PARTY

ATTESTS:

Jam Laflis WITNESS (

WITNESS

BREMFOUR AVIATION GROUP, INC.

ROBERT DEVRNJA SECOND PARTY

ATTESTS:

WIT

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

IRC

# BOARD OF COUNTY COMMISSIONERS OKALOOSA COUNTY, FLORIDA

CHARLES K. WINDES, JR 27 SEAL. CHAIRMAN

ATTEST:

GARY STANFORD

DEPUTY CLERK OF CIRCUIT COURT OKALOOSA COUNTY, FLORIDA

#### 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 HARVEY WILLIAMS 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 <u>30</u><sup>4</sup> day of <u>Octo bere</u>, 2013, AD.

My Commission expires:

**BILLIE JOANN LOFTIS** COMMISSION # EE213886 PUBLIC **EXPIRES SEPTEMBER 8 2016** STATE O BONDED THROUGH **RELINSURANCE COMPANY** 

# Tennessee STATE OF FLORIDA COUNTY OF OKALOOSA Knox

Before me, the undersigned officer duly authorized to take acknowledgments in the COUNTY and STATE aforesaid, personally appeared ROBERT DEVRNJA 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 \_\_\_\_\_ day of \_\_\_\_\_, 2013, AD.



My Commission expires: <u>82915</u>

# **EXHIBIT B**

# CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: <u>12/26/2002</u>	Nort.
Contract/Lease Control	#: <u>L03-0202-AP4-72</u>
Bid #: <u>N/A</u>	Contract/Lease Type: <u>REVENUE</u>
Award To/Lessee: <u>WILL</u>	IAMS ELECTRIC COMPANY
Lessor: <u>OKALOOSA CO</u>	UNTY
Effective Date: 8/19/2002	2 \$2752.00 \$52,760.
<u>اری</u> Term: <u>EXPIRES 1/1/<del>2000</del></u>	26 Au
Description of Contract/	Lease: DAP LEASE LOT 2/BLOCK 2
Department Manager:	AIRPORT
Department Monitor:	J. MORRIS
Monitor's Telephone #:	<u>651-7160</u>
Monitor's FAX #:	<u>651-7164</u>
Date Closed:	

#### LEASE FOR HANGAR SPACE

#### BETWEEN

#### BOARD OF COUNTY COMMISSIONERS OKALOOSA COUNTY, FLORIDA

#### AND

#### WILLIAMS ELECTRIC, INC.

You have exercised your option to renew your lease an additional twenty years. This LEASE FOR HANGAR SPACE, fully executed this <u>7</u>/<u>A</u>day of <u>7</u><u>A</u>day of <u>7</u><u>A</u>

#### 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 Block 2 Lot 2 as shown on file in the office of the Airports Director, which is hereby incorporated herein by reference, and COUNTY hereby gives to LESSEE permission to occupy and maintain one (1) hangar for the storage of individually-owned/corporate-owned aircraft at the aforesaid location. Additional aircraft may be stored in the hangar with proper notice to the COUNTY provided that proof of required insurance coverage is provided to the COUNTY.

This Lease for Hangar Space (hereinafter called "LEASE") is subject to the following terms, covenants, conditions, and agreements to be kept, performed, and observed by the LESSEE.

#### SECTION 1: TERM

This LEASE shall be for a term of TWENTY (20) years and shall take effect on the 1st day of January 2006 and end on the 31st day of December 2026.

1

L03-0202-AP24-72 LESSEE: WILLIAMS ELECTRIC DAP LOT 2/BLOCK 2 EXPIRES: 1/1/2026

# SECTION 2: AIRCRAFT OWNERSHIP

LESSEE shall provide written confirmation to the COUNTY of proof of ownership of individually-owned/corporate-owned aircraft to be stored pursuant to this LEASE. In the event LESSEE's aircraft is sold, LESSEE shall have one year to replace said aircraft; otherwise this lease shall be voided at the COUNTY's discretion.

#### SECTION 3: 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 4: CONSTRUCTION OF HANGAR

If a new hangar is to be constructed under this lease said hangar must be constructed within ONE (1) year of execution of this LEASE. Failure to comply with this requirement may result in automatic termination of this LEASE without prior written notice by COUNTY. LESSEE shall furnish ONE (1) set of building drawings to COUNTY upon completion of hangar.

#### SECTION 5: BUILDING, ALTERATIONS, AND PERMITS

LESSEE shall at its expense apply for and obtain any and all building, construction, or other permits and licenses to build, repair, or maintain the improvements contemplated by this LEASE. 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 6: RENTALS

# a. <u>GROUND LEASE</u>:

LESSEE shall pay in advance an annual ground lease fee established by an independent appraisal. The fee shall be adjusted every year in accordance with Section 7. The ground lease and applicable sales tax 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, 32542-1413. The lease includes ONE THOUSAND SIX HUNDRED FORTY NINE (1,649) square feet at <u>ONE DOLLAR AND SIXTY CENTS (\$1.60</u>) cents per square foot per year for a total annual cost of <u>TWO THOUSAND SIX HUNDRED</u> THIRTY EIGHT DOLLARS AND FORTY CENTS (\$2,638.40) plus tax.

# b. <u>LEASE CREDITS:</u>

LESSEE shall be allowed 100 percent credit against this ground lease for the amount of invested capital for taxiway and apron improvements for general public use when agreed to by the COUNTY.

# c. PAYMENT EFFECTIVE DATE:

LESSEE shall deliver to the Airports Director plans and specifications required by the COUNTY for building permit approval no later than 90 days from the effective date specified in Section 1 above. Payment on this lease shall begin the first day of the month following approval by the COUNTY of said plans and specifications.

#### d. 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: ESCALATION CLAUSE:

The ground lease 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 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).

# SECTION 8: 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 9: 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 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. COUNTY reserves itself, its successors, and assigns for the use and benefits of the public, a right of flight for the passage of aircraft in the airspace above the surface of the real property hereinafter described together with the right to cause in said airspace such noises as may be inherent in the operations of aircraft, now known or hereafter used for navigation of or flight in the said airspace, and for use of said airspace for landing on, taking off from, or operating on the AIRPORT.

c. 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.

d. 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 10: COMPLIANCE WITH GOVERNMENTAL PROCEDURES

LESSEE shall conform to all the requirements of applicable State and Federal statutes and regulations and all County 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. 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 11: 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 owner's aircraft in accordance with Federal Aviation Regulations (FAR's). 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 12: MAINTENANCE IN LEASED PREMISES

LESSEE shall insure that all aircraft maintenance performed in the leased premises is in accordance with Federal Aviation Regulations (FAR's).

#### SECTION 13: TAXES

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

## SECTION 14: 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. 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 fee 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 15: 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 16: RISK OF LOSS OR DAMAGE TO HANGAR

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

# SECTION 17: RIGHTS OF ENTRY RESERVED

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

# SECTION 18: INSURANCE

# a. <u>LIABILITY</u>:

LESSEE agrees that LESSEE, shall, during the entire term or any extension of this LEASE, keep in full force and effect, a policy or policies of aircraft liability and public liability insurance with respect to the Leased Premises. The limits of aircraft liability and public liability shall not be less than <u>ONE MILLION (\$1,000,000.00</u>) 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 damage, destruction, or partial destruction of any permanent building or other improvement which is part of the Leased Premises shall not release LESSEE from any obligations hereunder nor shall it cause a rebate or an abatement in rent then due or thereafter becoming due under the terms hereof. In case of damage to or destruction of any such building or improvement, LESSEE shall at its own expense, promptly repair and restore the property to a condition as good or better than that existed prior to the damage or destruction.

For purposes of assuring compliance with the foregoing, LESSEE agrees to maintain property insurance on any permanent building or improvement constructed on the Leased Premises in an amount not less than full replacement value of such building and its improvements and agrees that the proceeds from such insurance shall be used promptly by LESSEE to satisfy LESSEE's repair and replacement obligation under this paragraph.

Okaloosa County shall be listed as a loss payee on all property insurance policies.

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 19: 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 32542-1413. The address of the LESSEE is: Williams Electric, Inc., Harvey Williams, 695 Denton Blvd., NW, Ft. Walton Beach, Florida, 32547-2150.

# SECTION 20: 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 21: BINDING NATURE OF LEASE

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

# SECTION 22: PROHIBITED ACTIVITY

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

## SECTION 23: COMMERCIAL ACTIVITY PROHIBITED

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

#### **OSECTION 24: 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 25: 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 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 32542-1413	

#### 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. The parties have participated jointly in the negotiation and drafting of this Lease. In the event an ambiguity or question of intent or interpretation arises, this Lease shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provisions of this Lease. Both parties have had an opportunity to have their respective legal counselors review this Lease.

#### SECTION 29: LEGAL DESCRIPTION

Commence at the intersection of the North Right of Way line of U.S. Hwy 98 & the East line of Calhoun Subdivision; thence N00°38'00"W 1342.05 feet, thence S76°43'30"E 3566.00 feet; thence N01°31'32"W 108.23 feet; thence N02°54'00"W 1143.00 feet; thence S82°34'00"E 5289.50 feet; thence S38°00'00"E 1701.52 feet; thence N52°00'00"E250.00 feet; thence N38°00'00"W 6600.00 feet; thence S52°00'00"W 1049.43 feet to an existing Concrete Monument (R.L.S. #3420); thence S38°00'00"E 727.50 feet to an existing Concrete Monument (R.L.S. #1179); thence continue S38°00'00"E 1318.10 feet; thence N52°00'00" E 83.53 feet; thence N52°25'40"E 162.19feet; thence S37°46'36"E 3.55 feet; thence N53°40'13"E 4.62 feet to the Point of Beginning; thence N53°40'13"E 46.00 feet along the hangar; thence S36°19'47"E 21.50 feet; thence S53°40'13"W 13.00 feet; thence S36°19'47"W 41.50 feet along the hangar to the Point of Beginning. Containing 1,649 square feet more or less.

#### SECTION 30: ENTIRE LEASE

This LEASE consists of the following: Sections 1 to 30. 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

Shen S. (am



SHERRY S. CAMPBELL CHAIRMAN

ATTEST:



HARVEY WILLIAMS WILLIAMS ELECTRIC, INC.

<u>Jeress Q Padgett</u> WITNESS

#### 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 HARVEY WILLIAMS 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  $\frac{1}{2}$  da day of JAN , 2006, AD. Billie JoAnn Loftis Notary Public, State of Florida Notary Just 8, 2008 My courses, exp. Sept. 8, 2008 Corpue, No. UD 345621 My Commission expires:

#### ASSIGNMENT OF LEASE

This ASSIGNMENT OF LEASE, fully executed this <u>19th</u> day of <u>August</u>, 2002, by and between F. LLOYD BLUE, JR. (hereinafter referred to as the "FIRST PARTY"), and WILLIAMS ELECTRIC COMPANY, INC., (hereinafter referred to as the "SECOND PARTY"),

#### WITNESSETH:

WHEREAS, the FIRST PARTY entered into a HANGAR PERMIT AND LEASE (ASSIGNMENT OF LEASE) with the County of Okaloosa, a political subdivision of the State of Florida, effective on June 11, 1991 for LOT 2 BLOCK 2, as shown on file in the office of the Airports Director, totaling TWO THOUSAND EIGHTY SEVEN AND ONE HALF (2,087.5) square feet, AND

WHEREAS, the FIRST PARTY by execution of this Assignment of Lease and in consideration of a fair and reasonable sum assigns his interest in said HANGAR PERMIT and lease to the SECOND PARTY, AND

WHEREAS, the SECOND PARTY, by execution of this ASSIGNMENT OF LEASE, and in consideration of approval by Okaloosa County of the same does hereby assume all responsibilities, duties, obligations, rights, and privileges as set forth in the original said LEASE, except as hereinafter stipulated, and does hereby expressly relieve and indemnify the FIRST PARTY against any duty or responsibility for the same, AND

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L03-0202-AP4-72 LESSEE: WILLIAMS ELECTRIC COMPANY DAP HANGER LEASE LOT 2/BLK 2 EXPIRES: 1/1/2006

PHARME #145

WHEREAS, to the fullest extent permitted by law, LESSEE shall indemnify and 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 intentionally wrongful conduct of the LESSEE and other persons employed or utilized by the LESSEE in the performance of this Agreement.

IN WITNESS whereof the undersigned have affixed their respective hands and seals on the day, month, and year first above written.

F. LLOYD BLUE, JR. FIRST PARTY

F. Soyl Der 5-

ATTESTS:

er Atha

# WILLIAMS ELECTRIC CO. SECOND PARTY

AUTHORIZED REPRESENTATIVE Harvey Williams

> President TITLE

2

ATTESTS:

JoAnn

	THIS LEASE IS ADOPTED THIS       17th       DAY OF       December       , 2002         AND IS EFFECTIVE ON THE       19774       DAY OF       Aubust       , 2002.
	And A Stanford GARV STANFORD DEPUTY CLERK
	STATE OF FLORIDA COUNTY OF OKALOOSA WALTON
	Before me, the undersigned officer duly authorized to take acknowledgments in the COUNTY and STATE aforesaid, personally appeared F. LLOYD BLUE, JR., who, under oath, deposes and states that HE is duly authorized to execute contracts and lease agreements and that HE executed the foregoing instrument for the uses and purposes therein contained.
	IN WITNESS whereof, I have hereunto set my hand and affixed my official seal this $\frac{2}{5+1}$ day of <u>August</u> , 2002.
	Teresa Lischka         JUNUCA LISCUL           My Commission DD002132         JUNUCA LISCUL           Expires April 08, 2005         NOTARY PUBLIC
	My Commission expires: $4/3/2005$
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# SUPPLEMENTAL AGREEMENT NUMBER TWO

#### ORIGINAL LEASE DATED SEPTEMBER 20, 1978

#### BETWEEN

#### BOARD OF COUNTY COMMISSIONERS OKALOOSA COUNTY, FLORIDA

AND

#### F. LLOYD BLUE, JR.

THIS SUPPLEMENTAL AGREEMENT NUMBER TWO made and entered into

this 7th day of \_\_\_\_\_ October 3.4 Hz, 19 97 , by and between OKALOOSA

COUNTY, FLORIDA (hereinafter referred to as "COUNTY") and <u>FilloyD</u>

<u>BLUE, JR.</u> (hereinafter referred to as "LESSEE")

WITNESSETH:

WHEREAS, the COUNTY and LESSEE entered into an Assignment of Lease effective June 11, 1991 for original Lease Agreement effective September 20, 1978 Assignment of Lease effective March 11, 1979, and Supplemental Agreement No.

One effective September 20, 1987 (hereinafter referred to as "LEASE") for the purpose of permitting LESSEE to erect and maintain one (1) metal hangar for the

storage of one (1) airplane on LOT <u>2</u> BLOCK, <u>2</u> Plat No One at the Destin/Ft Walton Beach Airport, in the County of Okaloosa? State of Florida.

PAGE1 OF 10



# WHEREAS, this SUPPLEMENTAL AGREEMENT NO. TWO shall be subject to

the terms, covenants, conditions, and agreements to be kept, performed and observed by LESSEE as stipulated in that original Lease Agreement and Supplemental Agreement No. One otherwise not amended in this AGREEMENT,

NOW, THEREFORE, the parties hereto, for, and in consideration of that LEASE,

agree as follows to this AGREEMENT as herein set forth:

SECTION 1:

The amended term of the existing LEASE is extended approximately an additional SEVEN (7) years with the new termination date to be <u>JANUARY 1, 2006</u>

# **SECTION 2**

Section 2 of the original Lease is amended to read as follows: Any and all permanent buildings and improvements hereafter installed, crected, or placed on the Leased Premises, including alterations and repairs shall become, upon termination of this LEASE for any cause, the absolute and sole property of COUNTY and shall not be removed from the Leased Premises 1 of the termination of 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.

PÁGE 2 OF 10

## SECTION 3:

Effective the date of execution of this AGREEMENT, LESSEE agrees to pay to COUNTY for the privileges heretofore granted in said LEASE, the sum of <u>SIX</u><u>HUNDRED EIGHT-EIGHT DOLLARS AND NO CENTS</u> <u>(\$688.88)</u> per year plus applicable sales tax for the remainder of the extended term of said LEASE. This amount shall be payable annually in advance at the location aforementioned in said LEASE for ground lease of LOT <u>2</u> BLOCK <u>2</u> Plat No. One at the Destin/Ft. Walton Beach Airport totaling <u>TWO THOUSAND EIGHT-SEVEN</u> <u>HUNDRED AND ONE HALF</u> <u>(2,087.5)</u> square feet at <u>THIRTY-THREE</u> <u>(\$0.33) cents per square foot per annum.</u>

# SECTION 4:

LESSEE shall, upon written request by COUNTY, provide proof of ownership of

individually-owned/corporate-owned aircraft to be stored pursuant to this LEASE.

# SECTION 5:

The annual rent for each consecutive FIVE (5) year period of the remaining term of

the extended LEASE shall be increased to reflect the increase in the Consumer Price Index which, for the purposes of this LEASE, is calculated by the U.S. Department of

#### Labor and Statistics.

PAGE 3 OF: 10

# SECTION 6:

If LESSEE fails to pay within FIFTEEN (15) days of the due date of the annual lease fees for applicable rents and charges as herein described, LESSEE shall then pay interest to COUNTY at the maximum legal allowable rate authorized by the State of

Florida.

# SECTION 7:

Section 10 of the original Lease is amended to include the following: Repairs and maintenance of aircraft not individually-owned by LESSEE is strictly prohibited in the leased area. An approved Operating Policy relative to Aircraft Maintenance and Fueling of individually-owned aircraft is attached herewith and made a part of this AGREEMENT as Attachment I for better clarification and compliance procedures LESSEE shall park ground transportation in IT's leased area only and in a manner so as to not to compromise maneuvering of aircraft and safety of others.

# SECTION 8

Section 12 of the original Lease is amended as follows: After the initial construction and financing of said hangar, 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 TWENTY-FIVE (\$25.00) dollars to cover the administrative costs.

PAGE 4 OF 10

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 9:

Section 15 of the original Lease is amended as follows:

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 or policies of aircraft liability and public liability with respect to the Leased Premises. The limits of aircraft liability and public liability shall not be less than <u>ONE MILLION</u> (\$1,000,000.00) dollars Combined Single Limits (CSL) each.

The COUNTY reserves the right to increase the minimal aircraft liability and public liability insurance requirements as circumstances may warrant. The policy or policies shall name the COUNTY as an Additional Insured. The policy or policies shall contain a clause that the insurer will not cancel or change the insurance without first giving COUNTY THIRTY (30) days prior written notice LESSEE shall furnish a Certificate of Insurance to COUNTY as evidence of aircraft liability and public liability prior to occupying the Leased Premises. On request, LESSEE shall deliver an exact copy of the policy or policies including all endorsements.

PAGE 5 OF 10

b. PROPERTY: The damage, destruction, or partial destruction of any permanent

building or other improvement which is a part of the Leased Premises shall not release LESSEE from any obligations hereunder nor shall it cause a rebate or an abatement in rent then due or thereafter becoming due under the terms hereof. In case of damage to or destruction of any such building or improvement, LESSEE, shall at its own expense, promptly repair and restore the property to a condition as good or better than that existed prior to the damage destruction.

For purposes of assuring compliance with the foregoing, LESSEE agrees to maintain property insurance on any permanent building or improvement constructed on the Leased Premises in an amount not less than full replacement value of such building or improvement and agrees that the proceeds from such insurance shall be used promptly by LESSEE to satisfy LESSEE's repair and replacement obligation under this paragraph.

# SECTION 10:

Section 16 of the original Lease is amended as follows: LESSEE shall protect, indemnify, and hold the COUNTY, its officers, and employees completely harmless from and against any and all liabilities, demands, suits, claims, losses, fines, or judgments arising by reason of the injury or death of any person or damage to any property, including all reasonable costs from investigation and defense thereof

PAGE 6 OF 10

(including but not limited to attorney fees, court costs, and expert fees), of any nature whatsoever arising out of or incident to the Leased Premises or LESSEE's officers, employees, agents, contractors, subcontractors, licensees, or invitees regardless of where the injury, death, or damage may occur, unless the injury, death, or damage is caused by the sole negligence of COUNTY.

COUNTY shall give LESSEE reasonable notice of any such claims or actions. LESSEE, in carrying out its obligations hereunder, shall use counsel reasonably acceptable to the COUNTY. The provisions of this Section shall survive the expiration or earlier termination of this LEASE.

#### SECTION 11:

This SUPPLEMENTAL AGREEMENT NUMBER TWO consists of Sections 1 and 11, both inclusive, and constitutes the entire Supplemental Agreement Number Two of the subject matter hereof and may not be changed, modified, discharged, or extended except by written instrument duly executed by COUNTY or LESSEE. The LESSEE agrees that no representations or warranties shall be binding upon the COUNTY unless expressed in writing in this Supplemental Agreement Number Two.

PAGE 7 OF 10

IN WITNESS WHEREOF, the parties hereto have executed these presents as of the day and year first above written. BOARD OF COUNTY COMMISSIONERS OKALOOSA COUNTY, FLOBIÐA SEA **BILL HARRISON** CHAIRMAN ATTESTS: Starford Sarg GARY STANFORD FINANCE DIRECTOR 7.8-1-18 F. LLOYD BLUE LESSEE NAN AUTHORIZED REPRESENTATIVE TITLE ATTESTS: NY SECRETARY CORPORATE SEAL PAGE 8 OF 10

# CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date:	10/06/2021			
Contract/Lease Control #:	L05-0254-AP			
Procurement#:	NA			
Contract/Lease Type:	LEASE			
Award To/Lessee:	BREMFOUR AVIATION GROUP, INC.			
Owner/Lessor:	<u>OKALOOSA COUNTY</u>			
Effective Date:	10/05/2021			
Expiration Date:	02/14/2037			
Description of:	<u>GROUND RENT OF BLOCK 2 LOT 1 AT DESTIN EXECUTIVE</u> <u>AIRPORT</u>			
Department:	<u>AP</u>			
Department Monitor:	STAGE			
Monitor's Telephone #:	<u>850-651-7160</u>			
Monitor's FAX # or E-mail:	<u>TSTAGE@MYOKALOOSA.COM</u>			
Closed:				
Cc: BCC RECORDS				



Aircraft Certificate of Insurance

Great American Insurance Company, Inc. 2 Tower Center Boulevard, Suite 1605 East Brunswick, NJ 08816 (732) 875-0601

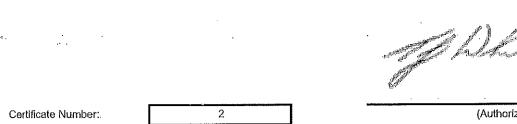
#### AV 11 00 (Ed. 04 14)

Certificate Holder:	Okaloosa County		
	5479 A Old Bethel Road		
	Crestview, FL 32536		
Named Insured:	14QB, LLC 9724 Kingston Pike Ste 1300 Knoxville, TN 37922	. ·	· ·
Policy Period From:	January 14, 2022	To: January 14, 2023	
Policy Number:	AH E661262-01		
Issuing Company:	Great American 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).

Aircraft:									
Reg. No.	Year	Make	Model	Insured Value	Deductible In Motion	Deductible Not In Motion	Liability Limit	Passenger Liability Limit	
N14QB	2018	Honda	HA-420	\$3,600,000	\$25,000	\$25,000	\$5,000,000	\$5,000,000	





Date:

January 14, 2022

(Authorized Representative)

.

AV 11 00 (Ed. 04 14)

CONTRACT: L05-0254-AP **BREMFOUR AVIATION GROUP INC GROUND RENT OF BLOCK 2 LOT 1** · AT THE DESTIN EXECUTIVE AIRPORT EXPIRES: 02/14/2037



**INSURANCE COMPANIES** 

3353 Peachtree Road NE, Suite 1000

Atlanta, GA 30326

#### **Certificate of Insurance**

Certificate Holder:	OKALOOSA COUNTY 5479 A OLD BETHEL ROAD CRESTVIEW, FL 32536		
Named Insured:	BREMFOUR AVIATION GROUP, INC. 9624 KINGSTON PIKE, SUITE 1300 KNOXVILLE, TN 37922		
Policy Period:	From: JANUARY 14, 2022 To: JANUARY 14, 2023		
Policy Number: Issuing Company:	1000641131-02 STARR INDEMNITY & LIABILITY COMPANY		
This is to certify that the policy(ies) listed herein have been issued providing coverage for the listed insured as further described. This certif of insurance is not an insurance policy and does not amend, extend, or alter the coverage afforded by the policy(ies) listed herein. Notwithstar any requirement, term or condition of any contract, or other document with respect to which this certificate of insurance may be concern may pertain, the Insurance afforded by the policy(ies) listed on this certificate is subject to all the terms, exclusions, and conditions of policy(ies).			

Year	<b>Aircraft:</b> Make and Model	Reg No.	Insured Value	Deductibles NIM / IM	Liability Limit
2020	PIPER M600	N282ST	\$ 2,200,000.	\$ 10,000/50,000	\$ 2,000,000. CSL INCL PAX
			_\$	_\$	\$\$
<u>-</u>			\$	\$	\$\$
			_\$	\$	\$
			_\$	\$	\$
			\$	\$	\$

THE CERTIFICATE HOLDER IS INCLUDED AS ADDITIONAL INSURED, BUT SOLELY AS RESPECTS THE OPERATIONS OF THE NAMED INSURED.

THE INSURANCE EVIDENCED BY THIS CERTIFICATE SHALL NOT APPLY TO, AND NO PERSON OR ORGANIZATION TO WHICH COVERAGE IS EVIDENCED IN THE CERTIFICATE SHALL BE INSURED FOR BODILY INJURY OR PROPERTY DAMAGE WHICH ARISES FROM THE DESIGN, MANUFACTURE, MODIFICATION, REPAIR, SALE, OR SERVICING OF AIRCRAFT BY THAT PERSON OR ORGANIZATION.

Certificate Number: Issued By and Date: 2.1 JANUARY 25, 2022 (VD)

By

(Authorized Representative)

Starr 10200 (6/06)

## ADDITIONAL INSURED ENDORSEMENT

This policy is amended as follows:

The provisions of this endorsement shall apply with respect to: N282ST

(On	ly the clause(s) indicated by an "X" shall apply.)
	The scheduled persons or organizations are included as additional insured.
	The scheduled persons or organizations are the registered owner of
	The scheduled persons or organizations are included as additional insured but only as respects liability coverages.
	The scheduled persons or organizations are included as additional insured under liability coverages, but only as respects operations of the <b>named insured</b> .
	The scheduled persons or organizations are included as additional insured but only as respects operations of the <b>named insured.</b>
sch	insurance extended by this endorsement shall not apply to, and no person or organization named in the edule shall be insured for <b>bodily injury</b> or <b>property damage</b> which arises from the design, manufacture, lification, repair, sale, or servicing of aircraft by that person or organization.
Sch	edule:
Na	

Address 5479 A OLD BETHEL ROAD CRESTVIEW, FL 32536

Name Address

Name Address

All other provisions of this policy remain the same.

This endorsement becomes effective <u>JANUARY 25, 2022</u> to be attached to and hereby made a part of: Policy No. 1000641131-02

· -	BREMFOUR AVIATION GROUP, INC.		
By STARR	INDEMNITY & LIABILITY COMPANY		
Endorsement No	o. <u>14</u>		Alg_
Date of Issue	JANUARY 25, 2022 (VD)	By	
			(Authorized Representative)

Starr 10284 (3/06)

LOS-0254-AP

## Certificate of Insurance

Named Insured :	J. Barron Strother			
Address of Insured:	P.O. Box 1380, Santa Rosa Beach, FL 32459			
Company :	Endurance American Insurance Company/W. Brown & Associates			
Policy Number :	NAB6043065			
Effective Date :	September 30, 2021 at 12:01 A.M., Local Standard Time			
Expiration Date :	September 30, 2022 at 12:01 A.M., Local Standard Time			
Aircraft Covered :	1999 Beech Baron 58 (Non-Turbo), N320P, having 1 crew seat & 5 passenger seats			

AIRCRAFT LEGAL LIABILITY	LIMITS OF LIABILITY
Combined Single Limit Bodily Injury &	
Property Damage, Including Passengers	\$ 2,000,000 Each Occurrence

CONTRACT# L05-0254-AP BREMFOUR AVIATION GROUP, INC. DAP BLOCK 2/LOT 1 EXPIRES: 02/14/2037

#### Certificate Holder: OKALOOSA COUNTY BOARD OF COMMISIONERS DESTIN-FORT WALTON BEACH AIRPORT ADMINISTRATION 1701 STATE ROAD 85 N EGLIN AFB, 32542-1498

This Certificate of Insurance is issued for informational purposes only and confers no rights upon the Certificate Holder. Should any of the above described Policies be cancelled before the expiration date thereof, the Company will endeavor to mail 30 days written notice, except 10 day for non-payment of premium, to the Certificate Holder but failure to mail such notice shall impose no obligation or liability of any kind upon the Company, its Agents or Representatives, Nvlation Insurance Managers, Inc. assumes no legal responsibility for a provide such notice. Aviation Insurance Managers, Inc. is not the insure bereunder, and shall not be held liable for any loss or damage. This Certificate does not amend, extend or altor the coverage provided by the Insurance Folicy referenced above. The actual policy of insurance contains the complete description of the coverages, limitations,

Endorsements Attached The Certificate Holder shall be included as <u>Additional Insured</u>, but only to the extent of liability imposed upon the Additional Insured solely as the result of an act or omission of the Named Insured or its employees in connection with the Named Insured's Operations. The limits shown above in favor of the Certificate Holder are within, and not in addition to, the limits provided to the Named Insured.

ALL OTHER POLICY TERMS & CONDITIONS REMAIN UNCHANGED. September 29 2021 Authorized Representative Date /jr AVIATION INSURANCE MANAGERS, INC. 11650 CLEVELAND AVENUE, NW, UNIONTOWN, OHIO 44685

(330)494-1500

CONTRACT: L05-0254-AP BREMFOUR AVIATION GROUP, INC. GROUND RENT OF BLOCK 2 LOT 1 AT DESTIN EXECUTIVE AIRPORT EXPIRES: 02/14/2037

#### CONSENT TO ASSIGNMENT OF LEASE L05-0254-AP BARRON STROTHER LEASE AT THE DESTIN EXECUTIVE AIRPORT

This Consent to Assignment of Lease, made and entered into this <u>5<sup>th</sup></u> day of <u>October</u>, 2021, hereby approves of the assignment between Barron Strother (Lessee) and Bremfour Aviation Group, Inc. (Assignee), and Okaloosa County, Florida through its Board of County Commissioners (County).

#### WITNESSETH:

WHEREAS, on May 17, 2005, Lessee entered into a Lease (L05-0254-AP) with the County for the Ground Rent of Block 2 Lot 1 at Destin Executive Airport with an original expiration date of February 14, 2017; and

WHEREAS, on December 21, 2016, in accordance with Section 30(a), Lessee exercised the option to renew the original lease for an additional twenty-year term, extending the expiration date to February 14, 2037 with no renewal options remaining; and

WHEREAS, Lessee desires to assign the lease to Bremfour Aviation Group, Inc.; and

WHEREAS, in accordance with Section 14 of the Lease Agreement, Lessee is required to obtain the County's consent prior to assigning its interest and all other conditions have been satisfied to approve the assignment;

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

#### CONSENT TO ASSIGNMENT

1. In accordance with Section 14 of L05-0254-AP, the County hereby consents to this assignment of the Lessee's interest to Bremfour Aviation Group, Inc.

2. Assignee by execution of this Consent to Assignment of Lease, and in consideration of consent by the County of the same, is bound by all terms of the Lease Agreement as may be amended from time to time and does hereby assume all responsibilities, duties, obligations, rights, and privileges as set forth in the original lease, supplemental agreements, and assignment of leases.

(The remainder of this page intentionally left blank)

#### Page 1 of 3 L05-0254-AP

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

OKALOOSA COUNTY, FLORIDA SEAL Carolyn N. Ketchel Chairman, Board of County Commissioners OCT 0 5 2021 Date:

ATTES/ J.D. Peacock Clerk of Circuit Court

Page 2 of 3 L05-0254-AP

LESSHE Barron Strother 9 Date: \_\_\_\_

ATTEST: 10am 716 Witness mell M đ

Witness

ASSIGNEE Brenfour Aviation Group, Inc. Date: Date:

ATTEST:

Witness

Witness

Page 3 of 3 L05-0254-AP

	CUREMENT/CONTRACT/LEASE RNAL COORDINATION SHEET
Procurement/Contract/Lease Nu	umber: 405-0254AP Tracking Number: 44382
Procurement/Contractor/Lessee Purpose: assimment	Name: Barra Shake Grant Funded: YES_NO_X to Bremfaur A'Maha Cup
Date/Term:	1. GREATER THAN \$100,000
Department #: 4210R	2.  GREATER THAN \$50,000
Account #: 344143	3. 🔲 \$50,000 OR LESS
Amount: <u>Revenue</u> Department: <u>Birpert</u>	Dept. Monitor Name:Stay
Procurement or/Contract/Lease Purchasing Manager or designed	- Date: <u>9-9-21</u>
Approved as written:	CFR Compliance Review (if required) Grant Name: Date:
Grants Coordinator	
Approved as written:	Risk Management Review See ence attend Lisa Price
	County Attorney Review a Inail attached 914-21
County Attorney	Lynn Hoshihara, Kerry Parsons or Designee
Approved as written:	Department Funding Review Date:
Approved as written:	IT Review (if applicable)
Revised Sentember 22, 2020	Date:

#### Jesica Darr

From:	Lynn Hoshihara
Sent:	Tuesday, September 14, 2021 10:45 AM
То:	DeRita Mason; Kerry Parsons; Jesica Darr
Cc:	Lisa Price
Subject:	Re: Barron Strothers-Revisions

This is approved as to legal sufficiency.

Lynn M. Hoshihara County Attorney Okaloosa County, Florida

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.

From: DeRita Mason Sent: Thursday, September 9, 2021 12:01:32 PM To: Kerry Parsons Cc: Lynn Hoshihara; Lisa Price Subject: FW: Barron Strothers-Revisions

Good morning, Please use the attached when reviewing the assignment of lease. Thank you,

DeRita Mason



DeRita Mason, CPPB, NIGP-CPP Senior Contracts and Lease Coordinator Okaloosa County Purchasing Department 5479A Old Bethel Road Crestview, Florida 32536 (850) 689-5960 <u>dmason@myokaloosa.com</u>

"Flease 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."

## Jesica Darr

From: Sent: To: Subject: Lisa Price Tuesday, September 14, 2021 12:38 PM Jesica Darr RE: Coordination Strother/Belfour

I thought I sent the approval, this is approved by Risk.

Lisa Price Risk Management Public Records & Contracts Specialist 302 N Wilson Street, Suite 301 Crestview, FL. 32536 (850) 689-5979 Iprice@myokaloosa.com



For all things Wellness please visit: http://www.myokaloosa.com/wellness

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.

From: Jesica Darr <jdarr@myokaloosa.com> Sent: Tuesday, September 14, 2021 11:02 AM To: DeRita Mason <dmason@myokaloosa.com>; Lisa Price <lprice@myokaloosa.com> Cc: Jesica Darr <jdarr@myokaloosa.com> Subject: RE: Coordination Strother/Belfour

Lisa,

# CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date:	0 <u>1/04/2017</u>
Contract/Lease Control #:	<u>L05-0254-AP</u>
Bid #:	N/A
Contract/Lease Type:	LEASE
Award To/Lessee:	BARRON STROTHER
Owner/Lessor:	OKALOOSA COUNTY
Effective Date:	FEBRUARY 15, 2017
Term:	FEBRUARY 14, 2037
Description of Contract/Lease:	BARRON STROTHER HANGAR LEASE
Department:	AP
Department Monitor:	STAGE
Monitor's Telephone #:	850-651-7160
Monitor's FAX # or E-mail:	tstage@co.okaloosa.fl.us
Closed:	

cc: Finance Department Contracts & Grants Office

LOS-0254-AP

	Certificate	e of Insurance
Address of Insured: Company : Policy Number : Effective Date :	Hangar One, LLC, Specialized Struct Pacific, LLC, James Barron Strother P.O. Box 2548, Santa Rosa Beach, FJ Endurance Assurance Corporation/W. NAF6039382 August 12, 2021 at 2:30 P.M., Local March 26, 2022 at 12:01 A.M., Local location of aviation premises owned NORTHWEST FLORIDA BEACHES INTERNATI AIRPORT (DTS), and other Airport Pr	Lorida 32459 Brown & Associates Standard Time Standard Time d, rented to or occupied by the Named Insured is CONAL AIRPORT (ECP) AND DESTIN-FORT WAITON BEACH remises necessary and incidental to the Aviation at not owned, rented, leased, regularly occupied or
COVERAGES		LIMITS OF LIABILITY
	SES LEGAL LIABILITY~	
	le Limit Bodily Injury	
-	Damage Liability:	\$1,000,000 Each Occurrence/
		\$2,000,000 Annual Aggregate
operation, use, loadi any person in the cour	ng or unloading of any automobile owned or operation	actude bodily injury or property damage arising out of the ownership, maintenance, ed by or rented or loaned to the Mamed Insured, or any other auto operated by only while such auto is on the Alrport Premises. This coverages shall be access
**CONTINGENT	AVIATION PRODUCTS & COMPLETED	
OPERATIONS LE	GAL LIABILITY-	
Combined Sing	le Limit Bodily Injury	r
and Property	Damage Liability:	\$ 1,000,000 Each Occurrence
-		And in the Annual Aggregate
** THIS COVER	AGE IS OFFERED ON A CONTINGENT	BASIS AS THE INSURED DOES NOT SELL ANY PRODUCTS
	DE ANY SERVICES.	
	KEEPERS LEGAL LIABILITY-	
	ti, Excluding Flight:	\$ 1,000,000 Each Aircraft/
Incrucing in	L, moldany light.	\$ 1,000,000 Each Occurrence
	PANAMA CITY-BAY COUNTY AIRPO DISTRICT INCLUDING ITS DIREC 6300 WEST BAY PARKWAY PANAMA CITY BEACH, FL 32409	TORS, OFFICERS AND AGENTS
any of the above desc notice, except 10 day or liability of any responsibility for f he held liable for an referenced above. The of coverage. Endorsements Attack	ribed Policies be cancelled before the expir for non-payment of premium, to the Certific kind upon the Company, its Agents or Rep ailure to provide such notice. Aviation In y loss or damage. This Certificate does not actual policy of insurance contains the comp med-The Certificate Holder sha	bases only and confers no rights upon the Certificate Holder. Should ation date thereof, the Company will endeavor to mail 30 days written ate Holder but failure to mail such notice shall impose no obligation resentatives. Aviation Insurance Managers, Inc. assumes no legal neurance Managers, Inc. is not the insurer hereunder, and shall not amend, extend or alter the coverage provided by the Insurance Policy plete description of the coverages, limitations, terms and conditions 11 be included as Additional Insured, Including
		on Provisions, but only to the extent and scope of
insurance cover	ages afforded to the Named Ins	sured, with respect to Bodily Injury and Property
		erations of the Named Insured; but only with respect
		We Aviation Operations or the maintenance or use

insurance coverages afforded to the Named Insured, with respect to Bodily Injury and Property Damage and only for claims arising out of the operations of the Named Insured; but only with respect to liability arising out of the Named Insured's Aviation Operations or the maintenance or use of that part of the premises leased to the Named Insured; However, this Insurance does NOT apply to (1) any Occurrence which takes place after the Named Insured Ceases to be a tenant in that premises; (2) Structural Alterations, new construction and demolition operations Performed by or for the Named Insured; and (3) Bodily Injury arising out of the Additional Insureds providing Or failing to provide professional health care services. In addition, notwithstanding any provision in the contract to the contrary, the Company <u>Waives its Rights of Subrogation</u> against Additional Insured. This waiver shall not affect any of the Insured's own Rights under this contract. This Coverage shall be <u>primary & non-contributory</u> to any other Insurance available to the Additional Insured. The limits shown above in favor of the Certificate Holder are within, and not in addition to, the limits provided to the Named Insured.

NOTE: There will be <u>NO</u> notice given for Material changes to the Policy. Explosion, Collapse and Underground Hazards are NOT Excluded.

ALL OTHER POLICY TERMS & CONDITIONS REMAIN UNCHANGED

August 12, 2021 zed Representative Date /jr 3 CANCELS AND REPLACES CERTIFICATE ISSUED ON MARCH 26, 2021 AVIATION INSURANCE MANAGERS, INC. CLEVELAND AVENUE, NW, UNIONTOWN, OHIO 44685 (330)494-1500 )

LEASE #: L05-0254-AP JAMES BARRON STROTHER R DAP BLOCK 4 / LOT 4

Named Insured :	N FL Servicing, LLC, SRB Servicing, LLC, Carter Marketing, LLC, RGE Management, LLC, Hangar One, LLC, Specialized Structures, Inc., R.W. Griffin Industries, LLC, Continental Pacific, LLC, James Barron Strother and Roy Clennan
Address of Insured:	P.O. Box 2548, Santa Rosa Beach, Florida 32459
Company :	Endurance Assurance Corporation/W. Brown & Associates
Policy Number :	NAF6039382
Effective Date :	April 5, 2021 at 6:45 P.M., Local Standard Time
Expiration Date :	March 26, 2022 at 12:01 A.M., Local Standard Time
Location Covered :	location of aviation premises owned, rented to or occupied by the Named Insured is
	DESTIN-FORT WALTON BEACH AIRPORT (DTS.

#### LIMITS OF LIABILITY COVERAGES AIRPORT PREMISES LEGAL LIABILITY-Combined Single Limit Bodily Injury \$1,000,000 Each Occurrence/ and Property Damage Liability: \$2,000,000 Annual Aggregate -On-Airport Premises Auto Lisbility Endorsement which amends coverage to include bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of any automobile owned or operated by or rented or loaned to the Named Insured, or any other auto operated by any person in the course of his/her employment by the Named Insured, but only while such auto is on the Airport Premises. This coverages shall be excess insurance cover any other valid and collectible insurance available to the Named Insured. \*\*CONTINGENT AVIATION PRODUCTS & COMPLETED OPERATIONS LEGAL LIABILITY-Combined Single Limit Bodily Injury \$ 1,000,000 Each Occurrence and Property Damage Liability: And in the Annual Aggregate \*\* THIS COVERAGE IS OFFERED ON A CONTINGENT BASIS AS THE INSURED DOES NOT SELL ANY PRODUCTS AND/OR PROVIDE ANY SERVICES. GROUND HANGARKEEPERS LEGAL LIABILITY-\$ 1,000,000 Each Aircraft/ Including Taxi, Excluding Flight: \$ 1,000,000 Each Occurrence

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

This Certificate of Insurance is issued for informational purposes only and confers no rights upon the Certificate Holder. Should any of the above described Policies be cancelled before the expiration date thereof, the Company will endeavor to mail 30 days written notice, except 10 day for non-payment of premium, to the Certificate Holder but failure to mail such notice shall impose no obligation or liability of any kind upon the Company, its Agents or Representatives. Aviation Insurance Managers, Inc. assumes no legal responsibility for failure to provide such notice. Aviation Insurance Managers, Inc. is not the insurer hereunder, and shall not be held liable for any loss or damage. This Certificate does not amend, extend or alter the coverage provided by the Insurance Policy referenced above. The actual policy of insurance contains the complete description of the coverages, limitations, terms and conditions of coverage.

Endorsements Attached-The Certificate Holder shall be included as <u>Additional Insured</u>, <u>Including</u> <u>Limited Hold Harmless & Limited Indemnification</u> Provisions, but only to the extent and scope of insurance coverages afforded to the Named Insured, with respect to Bodily Injury and Property Damage and only for claims arising out of the operations of the Named Insured; but only with respect to liability arising out of the Named Insured's Aviation Operations or the maintenance or use of that part of the premises leased to the Named Insured; However, this Insurance does NOT apply to (1) any Occurrence which takes place after the Named Insured Ceases to be a tenant in that premises; (2) Structural Alterations, new construction and demolition operations Performed by or for the Named Insured; and (3) Bodily Injury arising out of the Additional Insureds providing Or failing to provide professional health care services. In addition, notwithstanding any provision in the contract to the contrary, the Company <u>Waives its Rights of Subrogation</u> against Additional Insured. This waiver shall not affect any of the Insured's own Rights under this contract. This Coverage shall be <u>primary & non-contributory</u> to any other Insurance available to the Additional Insured. The limits shown above in favor of the Certificate Holder are within, and not in addition to, the limits provided to the Named Insured.

ALL OTHER POLICY TERMS & CONDITIONS REMAIN UNCHANGED

April 5, 2021

THIS CERTIFICATE CANCELS AND REPLACES CERT

AVIATION INSURANCE MANA( 11650 CLEVELAND AVENUE, NW, UNI( (330)494-1500 CONTRACT#: L05-0254-AP BARRON STROTHER BARRON STROTHER HANGAR LEASE EXPIRES: 02/14/2037

			DATE (MM/DE
ACORD. EVIDENCE OF PRO	PERTY INSUR	ANCE	11/24/20
THIS EVIDENCE OF PROPERTY INSURANCE IS ISSUED AS A MAT ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE DOES NO COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDENCE	TTER OF INFORMATION T AFFIRMATIVELY OR OF INSURANCE DOES	ONLY AND CONFE NEGATIVELY AMEND NOT CONSTITUTE	), EXTEND OR ALTER 1
AGENCY PHONE 224 270 0405			
AGENCY PHONE (A/C, No, Ext): 334 270-0105	Lloyds of London		
Palomar Insurance Corporation	One Lime Street		
4525 Executive Park Drive, Ste 202	London EC3M 7HA, UK	, 00	
Montgomery, AL 36116			
FAX E-MAIL (A/C, No): ADDRESS: hanks@palomarins.com CODE: SUB CODE:			
AGENCY			
	LOAN NUMBER		POLICY NUMBER
J. Barton Grother			TN142972
P.O. Box 1380 Sonta Posa Boach, EL, 32459	EFFECTIVE DATE	EXPIRATION DATE	
Santa Rosa Beach, FL 32459	07/02/20	07/02/21	
	THIS REPLACES PRIOR E	VIDENCE DATED:	<u> </u>
PROPERTY INFORMATION			
LOCATION/DESCRIPTION			
Location #1: Lot 1 Block 2, 1001 Airport Road, Destin, FL 32540 Building 1-Hangar-see attached			
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF AN EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERT	NY CONTRACT OR OTHE	R DOCUMENT WITH	I RESPECT TO WHICH TH
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COVERAGE INFORMATION (Conti	AMOUNT OF INSURAN	ICE DEDUCTIO
Coverage: Building Cause: Special (Including Theft)	35,000	\$1,000
See remarks/attachments for endorsements/exclusions		
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# REMARKS (Continued from page 1.)

Surplus Lines Wording **COLL CERT END Collective Certificate Endorsement** CP 00 10 10 12 Building and Personal Property Coverage Form CP 00 90 07 88 Commercial Property Conditions CP 03 21 10 12 Windstorm or Hail Percentage Deductible CP 10 30 10 12 Causes of Loss - Special Form CP 12 18 10 12 Loss Payable Provisions IL 00 17 11 98 Common Policy Conditions NMA 0464 01 38 War and Civil War Exclusion Clause NMA 1191 05 59 Radioactive Contamination Exclusion Clause NMA 1331 04 61 Cancellation Clause NMA 2340 11 88 Seepage & Pollution, Land, Air Water Exclusion & Debris Removal Endorsement NMA 2802 12 97 Electronic Date Recognition Exclusion (EDRE) NMA 2915 01 01 Electronic Data Endorsement B NMA 2920 10 01 Terrorism Exclusion Endorsement NMA 2962 02 03 Biological or Chemical Materials Exclusion LMA 3100 09 10 Sanction Limitation and Exclusion Clause LMA 5018 09 05 Microorganism Exclusion (Absolute) LMA 5019 09 05 Asbestos Endorsement LMA 5020 09 05 Service of Suit Clause (U.S.A.) LMA 5062 09 06 Fraudulent Claim Clause LMA 5219 01 15 U.S. Terrorism Risk Insurance Act of 2002 - Not Purchased Clause LMA 5021 09 05 Applicable Law (U.S.A.) LSW 699 02 98 Minimum Earned Premium Clause LSW 1001 08 94 Several Liability Notice LSW 1135B 06 03 Lloyd's Privacy Policy Statement IL P 001 01 04 U.S. Treasury Department's Office of Foreign Assets Control LMA 9038 09 13 Surplus Lines Notice - Florida (Rates and Forms) LSW 1663 10 09 Separate Deductible for Hurricane/Wind Losses Notice LSW 1664 10 09 Separate Co-pay Provision Notice LMA 9037 09 13 Florida Surplus Lines Notice (Guaranty Act) CP 01 25 02 12 Florida Changes IL 01 75 09 07 Florida Changes - Legal Action Against Us IL 02 55 02 12 SLC-3 Florida Changes - Cancellation and Nonrenewal

\*\*\*\*\*\* Description of Operations \*\*\*\*\*\* Hanger where planes are kept. Is requirement of airport

SAGITTA 27.4 (12/09) 3 of 3 DPS20

Named Insured :	J. Barron Strother
Address of Insured:	P.O. Box 1380, Santa Rosa Beach, FL 32459
Company :	Endurance American Insurance Company/W. Brown & Associates
Policy Number :	NAB6035529
Effective Date :	November 13, 2020 at 06:00 P.M., Local Standard Time
Expiration Date :	September 30, 2021 at 12:01 A.M., Local Standard Time
Aircraft Covered :	1999 Beech Baron 58 (Non-Turbo), N328P, having 1 crew seat & 5 passenger seats

AIRCRAFT LEGAL LIABILITY	LIMITS OF LIABILITY
Combined Single Limit Bodily Injury &	
Property Damage, Including Passengers	\$ 2,000,000 Each Occurrence

Certificate Holder: OKALOOSA COUNTY BOARD OF COMMISIONERS DESTIN-FORT WALTON BEACH AIRPORT ADMINISTRATION 1701 STATE ROAD 85 N EGLIN AFB, 32542-1498

This Cartificate of Insurance is issued for informational purposes only and confere no rights upon the Cartificate Holder. Should any of the above described Policies be cancelled before the expiration date thereof, the Company will endeavor to mail 30 days written notice, except 10 day for non-payment of premium, to the Certificate Holder but failure to mail such notice shall impose no obligation or liability of any kind upon the Company, its Agents or Representatives. Aviation Insurance Managers, Inc. assumes no logal responsibility for failure to provide such notice. Aviation Insurance Managers, Inc. is not the insuran herounder, and shall not be held liable for any loss or damage. This Certificate does not amend, extend or alter the coverage provided by the Insurance Policy referenced above. The actual policy of insurance contains the complete description of the coverages, limitations, terms and conditions of coverage.

Endorsements Attached-The Certificate Holder shall be included as <u>Additional Insured</u>, but only to the extent of liability imposed upon the Additional Insured solely as the result of an act or omission of the Named Insured or its employees in connection with the Named Insured's Operations. The limits shown above in favor of the Certificate Holder are within, and not in addition to, the limits provided to the Named Insured.

ALL OTHER POLICY TERMS & CONDITIONS REMAIN KINCHANGED.

Authorized Representative

November 13 2020

Date /ak

THIS CERTIFICATE CANCELS AND RÉPLACES CERTIFICATE ISSUED ON September 29, 2020

	Certificat	
iress of Insured: mpany :		Florida 32459
fective Date :		
piration Date : Sation Covered :	March 26, 2021 at 12:01 A.M., Lo Idention of eviction previews out	al Standard Time and, restand the or accounted by the Manad Insured is Stona, Alashar (Bur) And Dastin-road Walfor Shack
	AINFORT (DTB), and other Airport	Youn and personally and the destail to the Aviation
	regularity used by the Manual Theur	
COVERAGES	·	LIMITS OF LIABILITY
ATODODE DOWNT	SES LEGAL LIABILITY-	
AIRFORT FREMI		
	le Limit Bodily Injury	
Combined Sing		\$1,000,000 Each Occurrence/
Combined Sing and Property	le Limit Bodily Injury Damage Liability:	\$2,000,000 Annual Aggregate
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Certificate Holder: OKALOOSA COUNTY AND ITS BOARD OF COMMISSIONERS 302 WILSON STREET, SUITE 301 CRESTVIEW, FL 32536

This Certificate of Insurance is issued for informational purposes only and confers no rights upon the Certificate Holder. Should any of the above described Policies be cancelled before the axpiration date thereof, the Company will endeavor to mail 30 days written notice, except 10 day for non-payment of premium, to the Certificate Holder but failure to mail such notice shall impose no obligation or liability of any kind upon the Company, its Agents or Representatives. Aviation Insurance Managers, Inc. assumes no legal responsibility for failure to provide such notice. Aviation Insurance Managers, Inc. is not the insurer hereunder, and shall not be held liable for any loss or damage. This Certificate does not amend, extend or alter the coverage provided by the Insurance Policy referenced above. The actual policy of insurance contains the complete description of the coverages, limitations, terms and conditions of coverage.

Endorsements Attached-The Certificate Holder shall be included as Additional Insured, Including Limited Hold Harmless & Limited Indemnification Provisions, but only to the extent and scope of insurance coverages afforded to the Named Insured, with respect to Bodily Injury and Property Damage and only for claims arising out of the operations of the Named Insured; but only with respect to liability arising out of the Named Insured's Aviation Operations or the maintenance or use of that part of the premises leased to the Named Insured; However, this Insurance does NOT apply to (1) any Occurrence which takes place after the Named Insured Ceases to be a tenant in that premises; (2) Structural Alterations, new construction and demolition operations Performed by or for the Named Insured; and (3) Bodily Injury arising out of the Additional Insureds providing Or failing to provide professional health care services. In addition, notwithstanding any provision in the contract to the contrary, the Company <u>Waives its Rights of Subrogation</u> against Additional Insured. This waiver shall not affect any of the Insured's own Rights under this contract. This Coverage shall be primary & non-contributory to any other Insurance available to the Additional Insured. The limits shown above in favor of the Certificate Holder are within, and not in addition to, the limits provided to the Named Insured. ALL OTHER POLICY TERMS & CONDITIONS REMAIN UNCHANGED

October 5, 2020 eentative Date ithorized Repre

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THIS CERTIFICATE CANCELS AND REPLACES THE CERTIFICATE ISSUED ON MARCH 25, 2019

AVIATION INSURANCE MANAGERS, INC., 11650 CLEVELAND AVENUE, NW, UNIONTOWN, OHIO 44685, (330)494-1500

		JBARRSTR		
ACORD. EVIDENCE OF PROP	PERTY INSUR	ANCE		DATE (MM/DD/YYYY) 10/15/2019
THIS EVIDENCE OF PROPERTY INSURANCE IS ISSUED AS A MATT ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE DOES NOT COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDENCE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCEI	ER OF INFORMATION AFFIRMATIVELY OR N OF INSURANCE DOES R, AND THE ADDITIO	ONLY AND CO EGATIVELY AM NOT CONSTITU	END, EXTEND OR	S UPON THE ALTER THE
AGENCY PHONE [A/C, No, Ext]: 334 270-0105		•		·
Commercial Lines- 800-489-0105	Lloyds of London One Lime Street			
Palomar Insurance Corporation 4525 Executive Park Drive, Ste 202	London EC3M 7HA, UK, 0	0		
Montgomery, AL 36116				
FAX E-MAIL (A/C, No): ADDRESS: hanks@palomarins.com	1			
CODE: SUB CODE:	-			
AGENCY CUSTOMER ID #: 9312				
INSURED J. Barron Strother	LOAN NUMBER			
P.O. Box 1380	EFFECTIVE DATE	EXPIRATION D	TN125627	
Santa Rosa Beach, FL 32459	07/02/19	07/02/20		NUED UNTIL NATED IF CHECKED
	THIS REPLACES PRIOR EVI	DENCE DATED:		
Lot 1 Block 2, 1001 Airport Road Destin, FL 32540				
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO T NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERTAI SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH	CONTRACT OR OTHER N, THE INSURANCE AFF	DOCUMENT W	ITH RESPECT TO V E POLICIES DESCR	VHICH THIS IBED HEREIN IS
COVERAGE INFORMATION			· · · · · · · · · · · · · · · · · · ·	
COVERAGE/PERILS/FORMS			MOUNT OF INSURANCE	DEDUCTIBLE
Commercial Property Location Specific Coverages				
Location #: 1 Lot 1 Block 2, 1001 Airport Road Destin, FL 32540	Okaloosa Cou	Inty BOCC		
Building #: 1 Lot 1, Block 2, 1001 Airport Road, Destin,	-	8 2019		
FL 32540-hangar	Recei	ved by		
(See Attached Coverage Info.)	rkisk Mai	hagement		
REMARKS (Including Special Conditions)			. <u></u>	
CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.	FORE THE EXPIRATION	DATE THEREOF	LOS-OQ	
ADDITIONAL INTEREST				
NAME AND ADDRESS	MORTGAGEE		ISURED	
Okaloosa County	X LOSS PAYEE	]		
5479 A Old Bethel Road	LOAN#			
Crestview, FL 32536	AUTHORIZED REPRESENTA	TIVE	·····	
	Hank Sta	- Cher		
ACORD 27 (2009/12) 1 of 2 \$ 155411	© 1993	-2009 ACORD	CORPORATION. A	il rights reserved.

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COVERAGE INFORMATION (Continued fro	AMOUNT OF INSURANCE	DEDUCTIBL
Coverage: Building Cause: Special (Including Theft)	35,000	\$1,000
See remarks/attachments for endorsements/exclusions		
Coverage: Business Personal Property Cause: Special (Including Theft)	7,000	\$1,000
		ł
Okaloosa County BOCC		
OCT 182019		
Received by Kisk Management		

Named Insured : Address of Insured:	J. Barron Strother P.O. Box 1380, Santa Rosa Beach, FL 32459
Company :	Endurance American Insurance Company/W. Brown & Associates
Policy Number :	Confirmation of Coverage Form #191770
Effective Date :	September 30, 2019 at 12:01 A.M., Local Standard Time
Expiration Date :	September 30, 2020 at 12:01 A.M., Local Standard Time
Aircraft Covered :	1999 Beech Baron 58 (Non-Turbo), N328P, having 1 crew seat & 5 passenger seats

AIRCRAFT LEGAL LIABILITY	LIMITS OF LIABILITY
Combined Single Limit Bodily Injury &	
Property Damage, Including Passengers	\$ 2,000,000 Each Occurrence

**Okaloosa County BOCC** 

OCT 18 2019

Received by Kisk Management

Certificate Holder: OKALOOSA COUNTY 5749 A OLD BETHEL ROAD CRESTVIEW, FL 32536

This Certificate of Insurance is issued for informational purposes only and confers no rights upon the Certificate Holder. Should any of the above described Policies be cancelled before the expiration date thereof, the Company will endeavor to mail 30 days written notice, except 10 day for non-payment of premium, to the Certificate Holder but failure to mail such notice shall impose no obligation or liability of any kind upon the Company, its Agents or Representatives. Aviation Insurance Wanagers, Inc. assumes no legal responsibility for failure to provide such notice. Aviation Insurance Wanagers, Inc. is not the insurent hereunder, and shall not be held liable for any loss or damage. This Certificate does not amend, extend or alter the coverage provided by the Insurance Policy referenced above. The actual policy of insurance contains the complete description of the coverages, limitations, terms and conditions of coverage.

Endorsements Attached-The Certificate Holder shall be included as <u>Additional Insured</u>, but only to the extent of liability imposed upon the <u>Additional Insured</u> solely as the result of an act or omission of the Named Insured or its employees in connection with the Named Insured's Operations. The limits shown above in favor of the Certificate Holder are within, and not in addition to, the limits provided to the Named Insured.

ALL OTHER POLICY TERMS & CONDITIONS REMAIN UNCHANGED.

September 30, 2019 Authorized Representative Date /jr

AVIATION INSURANCE MANAGERS, INC. 11650 CLEVELAND AVENUE, NW, UNIONTOWN, OHIO 44685 (330)494-1500

Named Insured :	
Address of Insured:	P.O. Box 1380, Santa Rosa Beach, FL 32459
Company :	Endurance American Insurance Company/W. Brown & Associates
Policy Number :	Confirmation of Coverage Form #191770
Effective Date :	September 30, 2019 at 12:01 A.M., Local Standard Time
Expiration Date :	September 30, 2020 at 12:01 A.M., Local Standard Time
Aircraft Covered :	1999 Beech Baron 58 (Non-Turbo), N328P, having 1 crew seat & 5 passenger seats

AIRCRAFT LEGAL LIABILITY	LIMITS OF LIABILITY
Combined Single Limit Bodily Injury &	
Property Damage, Including Passengers	\$ 2,000,000 Each Occurrence

AIRCRAFT PHYSICAL DAMAGE	INSURED VALUE
While the Aircraft is Not In Motion:	\$ 475,000
While the Aircraft is In Motion:	\$ 475,000

Okaloosa County BOCC

# OCT 18 2019

eceived by

Certificate Holder: AMERICAN BONANZA SOCIETY, INC., AMERICAN BONANZA AIR SAFETY FOUNDATION, INC. AND BEECHCRAFT PILOT PROFICIENCY PROGRAM, INC. POST OFFICE BOX 12888 WICHITA, KANSAS 67277

This Certificate of Insurance is issued for informational purposes only and confers no rights upon the Certificate Holder. Should any of the above described Policies be cancelled before the expiration date thereof, the Company will endeavor to mail 30 days written notice, except 10 day for non-payment of pressum, to the Certificate Holder but failure to mail such notice shall impose no obligation or liability of any kind upon the Company. Its Agents or Representatives. Aviation Insurance Managers. Inc. assumes no legal responsibility for failure to provide such notice. Aviation Insurance Managers, Inc. is not the insuran hereunder, and shall not be held liable for any loss or damage. This Certificate does not amend, extend or alter the coverage provided by the Insurance Policy referenced above. The actual policy of insurance contains the complete description of the coverages, limitations, terms and conditions of coverage.

Endorsements Attached-The Certificate Holder shall be included <u>Additional Insured</u> with respect to Aircraft Liability and <u>Waiver of Subrogation</u> with respect to Aircraft Physical Damage, but only as respects operations on behalf Of the Named Insured, and only as respects flight training. This Coverage shall be <u>primary &</u> <u>non-contributory</u> to any other Insurance available to the Additional Insured. The limits shown above in favor of the Certificate Holder are within, and not in addition to, the limits provided to the Named Insured. ALL OTHER POLICY TERMS & CONDITIONS REMAIN UNCHANGED.

September 30, 2019 Authorized Representative Date /jr AVIATION INSURANCE MANAGERS, INC. 11650 CLEVELAND AVENUE, NW, UNIONTOWN, OHIO 44685 (330)494-1500

Named Insured :	N FL Servicing, LLC, SRB Servicing, LLC, Carter Marketing, LLC, RGE Management, LLC, Hangar One, LLC, Specialized Structures, Inc., R.W. Griffin Industries, LLC, Continental Pacific, LLC, James Barron Strother And Roy Clennan
Address of Insured:	P.O. Box 2548, Santa Rosa Beach, Florida 32459
Company :	Endurance Assurance Corporation/W. Brown & Associates
Policy Number :	NAF6023555
Effective Date :	September 10, 2019 at 6:30 P.M., Local Standard Time
Expiration Date :	March 26, 2020 at 12:01 A.M., Local Standard Time
Location Covered :	location of aviation premises owned, rented to or occupied by the Named Insured is NORTHWEST FLORIDA BEACHES INTERNATIONAL AIRPORT (ECP) <u>AND DESTIN EXECUTIVE AIRPORT (DTS)</u> , and other Airport Premises necessary and incidental to the Aviation Operations of the Named Insured (but not owned, rented, leased, regularly occupied or regularly used by the Named Insured).

#### COVERAGES LIMITS OF LIABILITY AIRPORT PREMISES LEGAL LIABILITY-Combined Single Limit Bodily Injury and Property Damage Liability: \$1,000,000 Each Occurrence/ \$2,000,000 Annual Aggregate -On-Airport Premises Auto Liability Endorsement which amends coverage to include bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of any automobile owned or operated by or rented or loaned to the Named Insured, or any other auto operated by any person in the course of his/her employment by the Named Insured, but only while such auto is on the Airport Premises. This coverages shall be excess insurance cover any other valid and collectible insurance available to the Named Insured. \*\*CONTINGENT AVIATION PRODUCTS & COMPLETED **OPERATIONS LEGAL LIABILITY-**Combined Single Limit Bodily Injury and Property Damage Liability: \$ 1,000,000 Each Occurrence And in the Annual Aggregate \*\* THIS COVERAGE IS OFFERED ON A CONTINGENT BASIS AS THE INSURED DOES NOT SELL ANY PRODUCTS AND/OR PROVIDE ANY SERVICES. GROUND HANGARKEEPERS LEGAL LIABILITY-Including Taxi, Excluding Flight: \$ 1,000,000 Each Aircraft/ \$ 1,000,000 Each Occurrence Okaloosa County BOCC

Certificate Holder: OKALOOSA COUNTY AND ITS BOARD OF COMMISSIONERS 5479 A OLD BETHEL ROAD CRESTVIEW, FL 32536

OCT 18 2019

This Certificate of Insurance is issued for informational purposes only and confers no rights upon the Certificate Holder, Should any of the above described Policies be cancelled before the expiration date thereof, the Company will endeavor to mail Court witten notice, except 10 day for non-payment of premium, to the Certificate Holder but failure to mail such notice shall **intice and germetry** or liability of any kind upon the Company, its Agents or Representatives. Aviation Insurance Managers, Inc. assumes no legal responsibility for failure to provide such notice. Aviation Insurance Managers, Inc. is not the insurer hereunder, and shall not be held liable for any loss or damage. This Certificate does not amend, extend or alter the coverage provided by the Insurance Policy referenced above. The actual policy of insurance contains the complete description of the coverages, limitations, terms and conditions of coverage.

Endorsements Attached-The Certificate Holder shall be included as Additional Insured, Including Limited Hold Harmless & Limited Indemnification Provisions, but only to the extent and scope of insurance coverages afforded to the Named Insured, with respect to Bodily Injury and Property Damage and only for claims arising out of the operations of the Named Insured; but only with respect to liability arising out of the Named Insured's Aviation Operations or the maintenance or use of that part of the premises leased to the Named Insured; However, this Insurance does NOT apply to (1) any Occurrence which takes place after the Named Insured Ceases to be a tenant in that premises; (2) Structural Alterations, new construction and demolition operations Performed by or for the Named Insured; and (3) Bodily Injury arising out of the Additional Insureds providing Or failing to provide professional health care services. In addition, notwithstanding any provision in the contract to the contrary, the Company Waives its Rights of Subrogation against Additional Insured. This waiver shall not affect any of the Insured's own Rights under this contract. This Coverage shall be primary & non-contributory to any other Insurance available to the Additional Insured. The limits shown above in favor of the Certificate Holder are within, and not in addition to, the limits provided to the Named Insured. ALL OTHER POLICY TERMS & CONDITIONS REMAIN UNCHANGED

					Alec'	$\leq$		October	10,	2019
					Authorized	Representat	ive			Date
THIS	CERTIFICATE	CANCELS	AND	REPLACES	CERTIFICATE	ISSUED	ON	SEPTEMBER	10,	2019

## **RENEWAL AND AMENDMENT OF LEASE L05-0254-AP** BARRON STROTHER HANGAR LEASE AT THE DESTIN EXECUTIVE AIRPORT

This Hangar Lease Renewal and First Amendment, made and entered into this <sup>21st</sup> day of <u>December</u>, 2016, hereby approves this Renewal for lease L05-0254-AP ("Assignment of Lease"), dated May 17, 2005, by Barron Strother ("Lessee"), and Okaloosa County, Florida through its Board of County Commissioners (hereinafter the "County").

#### WITNESSETH:

WHEREAS, on May 17, 2005, Lessee entered into an Assignment of Lease Agreement, L05-0254-AP with the County for Hanger Space at the Destin Executive Airport with a current expiration date of February 14, 2017; and

WHEREAS, Lessee now desires to renew the Lease L05-0254-AP for an additional twenty years, in accordance with Section 30(a) of the Lease Agreement; and

WHEREAS, Section 30(b) of the Lease requires the rent for an additional term to be established by an independent appraisal conducted by the County; and

WHEREAS, Lessee and County now desires to renew the Lease agreement for an additional twenty (20) years.

**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:

1. L05-0254-AP is hereby renewed for an additional twenty (20) years.

2. Section 1 of L05-0254-AP titled "Term" is hereby amended as follows:

This lease shall be for a term of Twenty (20) years and shall take effect on February 15, 2017 and end on February 14, 2037.

3. Section 4 of L05-0254-AP titled "Construction of Hangar" is hereby deleted in its entirety.

4. Section 6 of L05-0254-AP titled "Ground Lease" is hereby amended as follows:

Lessee shall pay in advance an annual ground lease fee established by an independent appraisal. The fee shall be adjusted in accordance with Section 7. The ground lease 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 ONE THOUSAND SIX HUNDRED FOUR (1,604) square feet at <u>ONE DOLLAR AND</u>

### Page 1 of 4 L05-0254-AP

<u>FIFTY CENTS (\$1.50)</u> per square foot per year for a total annual cost of <u>TWO THOUSAND FOUR HUNDRED SIX DOLLARS</u> (\$2,406.00) plus state sales tax and County non-ad valorem taxes.

5. Section 11 of L05-0254-AP titled "Care of Leased Premises" is hereby amended 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.

6. Section 13 of L05-0254-AP titled "Taxes" is hereby amended as follows:

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 by 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.

7. Section 27 of L05-0254-AP titled titled "Place of Payments" is hereby amended 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.

8. Section 29 of L05-0254-AP titled "Legal Description" is hereby amended as follows:

Block 2 Lot 1: Commence at the most Northwesterly corner of Kell Aire Estates, Plat book 4, Page 71 of the Public Records of Okaloosa County, Florida, said point being on the North Right-of-Way line of

## Page 2 of 4 L05-0254-AP

Airport Road; Thence N78°32'07"W coincident with the said North Right-of-Way 349.40 feet; Thence leaving said Right-of Way N33°58'07"W 1686.02 feet; Thence N54°35'21"E 221.63 feet to the Point of Beginning; Thence the following courses and distances: N54°35'21"E, 46.19 feet; N36°45'55"W, 40.78feet; S53°14'05"W, 33.00 feet; S36°45'55"E, 21.50 feet; S53°14'05"W, 12.75 feet; S35°25'02"E, 18.19 feet to the Point of Beginning. Containing 1604 square feet of Land More or less.

9. Section 30 of L05-0254-AP titled "Renewal of Lease" is deleted in its entirety.

10. All other provisions of the Lease Agreement shall remain in full force and effect through the duration of the Lease term.

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

OKALOOSA COUNTY

Charles K. Windes, Jr., Chairman Date: 11/2/16

ATTEST:

LESSEE

Barron Strother Date: 12-9-16

ATTEST: Witness

#### ACKNOWLEDGMENTS

STATE OF <u>Florida</u> COUNTY OF <u>Walts</u>

Before me, the undersigned officer duly authorized to take acknowledgments in the COUNTY and STATE aforesaid, personally appeared BARRON STROTHER 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  $\frac{9^{+1}}{2000}$  day of <u>Necenber</u>, 2016, AD.

Elyabet ) NOTARY

My Commission Expires: 1-15-14



Page 4 of 4 L05-0254-AP



# BOARD OF COUNTY COMMISSIONERS AGENDA REQUEST

December 20, 2016
Honorable Chairman and Members of the Board
Tracy Stage
Hangar Lease Renewal and Amendment for Barron Strother
Airport
5

**STATEMENT OF ISSUE:** The Airports Department requests approval by the Board of County Commissioners of the proposed Hangar Lease Renewal and Amendment for Mr. Barron Strother(Lessee) for Block 2 Lot 1 at the Destin Executive Airport.

**BACKGROUND:** On May 17, 2005 Lessee entered into an Assignment of Lease for Hangar Space at the Destin Executive Airport with an expiration date of February 14, 2017. Lessee now desires to renew his Hangar Lease for an additional twenty years with an expiration date of February 13, 2037. Mr. Strother is in full compliance with all terms and conditions of his lease. Mr. Strother's certificates of insurance are attached along with the contract lease internal coordination sheet.

**OPTIONS:** Approve, Reject or Table.

**RECOMMENDATIONS:** It is Staff's recommendation that the Board approve the Hangar Lease Renewal and Amendment as stated above.

12/14/2016 ort Director Tracy

**RECOMMENDED BY:** 

OAA)

John Hofstad, County Administrator 12/14/2016

**APPROVED BY:** 

John Hofstad, County Administrator

# CONTRACT & LEASE INTERNAL COORDINATION SHEET

1

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	Contract/Lease Number: LOS-0254-AP	Tracking Number: _2/07-/7
	Contractor/Lessee Name: Barron Strother	Grant Funded: YESNO_
	Purpose: Lease Reneway	
		GREATER THAN \$50,000
	Amount: #2,406.00 also the annually 2.	GREATER THAN \$25,000
	Department: <i>AP</i> 3. []	\$25,000 OR LESS
	Dept. Monitor Name:Struge / miner	
	Document has been reviewed and includes any attachments or e	xhibits.
	Purchasing Review	
	Procurement requirements are met:	:
	Che Ball	Date: 10/28/2016
	Purchasing Director or designee Zan Fedorak, Charles Powell,	DeRita Mason
	Risk Management Review	
	Approved as written:	
0	Kuptalking	Date: 11-3-14
	Risk Manager or designee Laura Porter or Krystal King	
ĺ	County Attorney Review	
	Approved as written:	
		Date:
	County Attorney Gregory T. Stewart, Lynn Hoshihara, H	Kerry Parsons or Designee
	Following Okaloosa County approva	l:
	Contract & Grant	
l	Document has been received:	
		Date:
	Contracts & Grants Manager	

#### **Dave Miner**

-, ', '

From:	Parsons, Kerry <kparsons@ngn-tally.com></kparsons@ngn-tally.com>
Sent:	Friday, December 09, 2016 9:59 AM
To:	Charles Powell
Cc:	Dave Miner
Subject:	FW: Hangar Lease Renewal Strother

From: Parsons, Kerry Sent: Monday, November 28, 2016 2:25 PM To: 'Dave Miner' Cc: Stephanie Herrick Subject: RE: Hangar Lease Renewal Strother

Yes

From: Dave Miner [mailto:dminer@co.okaloosa.fl.us] Sent: Monday, November 28, 2016 1:40 PM To: Parsons, Kerry Cc: Stephanie Herrick Subject: FW: Hangar Lease Renewal Strother

Ms. Parsons:

Is this approved for legal sufficiently now?

Dave

From: Dave Miner Sent: Wednesday, November 09, 2016 12:17 PM To: 'Parsons, Kerry' Cc: Stephanie Herrick Subject: Hangar Lease Renewal Strother

Ms. Parsons:

All revisions accepted.

I will not send this out for signature until the Board approves the new language for the Care of Leased Premises.

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Thank you.

Dave

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# \* OLD REPUBLIC INSURANCE COMPANY

#### CERTIFICATE OF INSURANCE

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.

**REVISION 1** 

- This is to certify to (Certificate Holder):
   Okaloosa County

   5749A Old Bethel Road Crestview, FL 32536
- The following policy(ies) have been issued to:

J. Barron Strother Post Office Box 1380

Santa Rosa Beach, FL 32459

#### POLICY INFORMATION:

AIRCRAFT POLICY NO: CA 00168807 POLICY PERIOD: FROM: September 30, 2016 TO: September 30, 2017 THIS COVERAGE IS EFFECTIVE 12:01 A.M. December 13, 2016 INSURANCE COMPANY: OLD REPUBLIC INSURANCE COMPANY

LIABILITY CO	OVERAGES:		LIMITS OF LIABILITY				
_			EACH PERSON	1	EACH OCCURRE	ENCE	
🔲 Bodily Injury			\$	:	\$		
Property	Ŷ		\$		\$		
Passenger Bodily Injury			\$	ę	5		
Single Limit Including Excluding Passengers		\$XXXX	5	\$ 1,000,000			
With Passenger Liability Limited to:			\$	5	\$		
DESCRIPTIO	ON OF AIRCRA	FT PHYSIC	CAL DAMAGE CO	/ERAGE: ALL	RISKS GROUND	& IN-FLIGHT	
			INSURED		DEDUCTIBLES	and the second	
F.A.A. NO.	YEAR	MAKE AND MODEL	VALUE	NOT IN MOTION	IN-MOTION	INGESTION	
N328P	1999	Beech 58	\$	\$	\$	¢	

#### THIS CERTIFICATE HOLDER IS:

- Included as a Loss Payee for Aircraft Physical Damage Coverage.
- Breach of Warranty Coverage on Aircraft Physical Damage as their interest may appear not to exceed 100% of the Insured Value.
- Is included as an Additional Insured on Aircraft Liability Coverage but only with respect to hangaring of N328P, Beech 58.
- □ Is provided a Waiver of Subrogation on Aircraft Physical Damage Coverage, but only

#### OTHER COVERAGES / CONDITIONS / REMARKS:

- This coverage includes War Physical Damage Coverage
- This coverage includes War Liability Coverage
- This coverage includes TRIA Liability Coverage
- This coverage includes TRIA Physical Damage Coverage

Provision has been made to give the Certificate Holder thirty (30) days notice of cancellation - ten (10) days for nonpayment of premium of any policy above; however, the Company assumes no responsibility for the failure to provide such notice. This Certificate does not change in any way the actual coverages provided by the policy(ies) specified above, nor does it affirmatively or negatively amend, extend or alter coverage afforded by the policy(ies) listed within.

		Old Republic Aerospace, Inc. Representative:
		Cli
Agency Name:	Aviation Insurance Managers, Inc.	N/n/m
Agency Phone:	330.494.1500	XUDU 9

Date: December 13, 2016

#### \*\*\*\*\* \* OLD REPUBLIC AEROSPACE, INC. \*\*\*\*\*

1990 VAUGHN ROAD, SUITE 350 KENNESAW, GA 30144 | PH: (770) 590-4950 | FX: (770) 590-0599

CI	ien	t#:	9	31	2
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**\*\*** •

# ACORD. CERTIFICATE OF LIABILITY INSURANCE

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Γ	DATE (MM/DD/YYYY)
ì	7/25/2016

JBARRSTR

THIS CERTIFICATE IS ISSUED AS A M					THE CERTIFICATE HOLDER		
CERTIFICATE DOES NOT AFFIRMATIV BELOW. THIS CERTIFICATE OF INSUR REPRESENTATIVE OR PRODUCER, AI	ANCE DO	DES NOT CONSTITUTE A					
IMPORTANT: If the certificate holder is the terms and conditions of the policy, certificate holder in lieu of such endors	certain p	olicies may require an en	licy(ies) must be er idorsement. A state	ndorsed. If SL ement on this	JBROGATION IS WAIVED, sub certificate does not confer rig	ject to hts to the	
PRODUCER	sement(s)	·	CONTACT Hank St	trother/Debr	a Sanders		
Commercial Lines- 800-489-0105			PHONE (A/C, No, Ext): 334-40		FAX (A/C, No); 334-3	23-4155	
Palomar Insurance Corporation			E-MAIL ADDRESS: debras(		s,com		
4525 Executive Park Drive, Ste 202			INSURER(S) AFFORDING COVERAGE				
Montgomery, AL 36116			INSURER A : Lloyds of London				
INSURED			INSURER B :				
J. Barron Strother P.O. Box 1380			INSURER C :				
Santa Rosa Beach, FL 324	459		INSURER D :				
			INSURER E :				
201/FDA050	TIEICATE	NUMBER:	INSURER F :		REVISION NUMBER:	<u> </u>	
COVERAGES CER THIS IS TO CERTIFY THAT THE POLICIES			VE BEEN ISSUED TO				
INDICATED. NOTWITHSTANDING ANY RECENTIFICATE MAY BE ISSUED OR MAY FEXCLUSIONS AND CONDITIONS OF SUCH	QUIREMEN PERTAIN,	IT, TERM OR CONDITION C THE INSURANCE AFFORDE	F ANY CONTRACT C D BY THE POLICIES	DESCRIBED I	CUMENT WITH RESPECT TO WH HEREIN IS SUBJECT TO ALL TH	ICH THIS	
	ADDLSUBF			POLICY EXP (MM/DD/YYYY)	LIMITS		
COMMERCIAL GENERAL LIABILITY					EACH OCCURRENCE \$		
CLAIMS-MADE OCCUR	-	[			DAMAGE TO RENTED PREMISES (Ea occurrence) \$		
					MED EXP (Any one person) \$		
					PERSONAL & ADV INJURY \$		
GEN'L AGGREGATE LIMIT APPLIES PER:	i l				GENERAL AGGREGATE \$		
					PRODUCTS - COMP/OP AGG \$		
OTHER:	<b>                                     </b>						
					COMBINED SINGLE LIMIT		
ANY AUTO					BODILY INJURY (Per person) \$		
AUTOS AUTOS					BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$		
HIRED AUTOS					(Per accident) 3		
UMBRELLA LIAB OCCUR	╏╶┦──				EACH OCCURRENCE \$		
EXCESS LIAB CLAIMS-MADE					AGGREGATE \$		
DED RETENTION \$					<u>s</u>		
WORKERS COMPENSATION				1	PER OTH-		
AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N/A				E.L. EACH ACCIDENT \$		
(Manualory in 1969)					E.L. DISEASE - EA EMPLOYEE \$		
If yes, describe under DESCRIPTION OF OPERATIONS below		 		 	E.L. DISEASE - POLICY LIMIT \$		
A Commercial		TN103911	07/02/2016	07/02/2017	per schedule on file		
Property	ļļ	ļ			w/carrier.		
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHIC Certificate holder is loss payee rega Airport Road, Destin, FL 32540. Build Special Form;Replacement cost;80%	rding bu ding limi	ilding located at Lot 1 it-\$35/\$1,000 ded. with	, Block 2, 1001		ı ired)		
CERTIFICATE HOLDER	=	<u> </u>	CANCELLATION				
Okaloosa County Airport Administration 5749 A Old Bethel Road Crestview, FL 32536			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				
1			2/mk b	tincher			

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ACORD 25 (2014/01) 1 of 1 The ACORD name and logo are registered marks of ACORD #S581694/M581693

# **EXHIBIT B**

# CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 6/2/2005

Contract/Lease Control #: L05-0254-AP12-96

Bid #: N/A Contract/Lease Type: REVENUE

Award To/Lessee: BARRON STRUTHERS

Lessor: OKALOOSA COUNTY

Effective Date: 5/17/2005 \$31,284.00

Term: EXPIRES 2/14/2017

Description of Contract/Lease: DAP HANGER LEASE LOT 1/BLOCK 2

Department Manager: AIRPORT

Department Monitor: J. SEALY

Monitor's Telephone #: 651-7160

Monitor's FAX #: 651-7164

Date Closed:

# ASSIGNMENT OF LEASE

This ASSIGNMENT OF LEASE FOR HANGAR SPACE, fully executed this day of \_\_\_\_\_\_\_, 2004, by and between HUGH SMITH, (hereinafter referred to as the "FIRST FARTY") and BARRON STROTHER, (hereinafter referred to as the "SECOND PARTY").

#### WITNESSETH:

WHEREAS, the FIRST PARTY entered into an Assignment of Lease Agreement for a hangar and lease with WILL BURRIS, effective October 10, 1998, consisting of ONE THOUSAND SIX HUNDRED TWENTY NINE AND ONE HALF (1,629.50) square feet at the Ft. Walton Beach/Destin Airport, Supplemental Agreement Number 3 dated July 17, 2000, Supplemental Agreement Number Two dated February 14, 1997, Assignment of Lease from Fox Airways to Will Burris dated February 7, 1995, Supplemental Agreement Number One dated January 24, 1987, and original Lease dated September 20, 1978 with a current expiration date of February 14, 2017.

WHEREAS, the SECOND PARTY, by execution of this ASSIGNMENT OF LEASE, and in consideration of approval by Okaloosa County of the same does hereby assume all responsibilities, duties, obligations, rights, and privileges as set forth in the original lease, Supplemental Agreements and Assignment of Leases, except as hereinafter stipulated, and does hereby expressly relieve and indemnify the FIRST PARTY against any duty or responsibility for the same.

COUNTY hereby lets to SECOND PARTY and SECOND PARTY 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 Block 2 Lot 1 as shown on file in the office of the Airports Director, which is hereby incorporated herein by reference, and COUNTY hereby gives to SECOND PARTY permission to occupy and maintain one (1) hangar for the storage of individuallyowned/corporate-owned aircraft at the aforesaid location. Additional aircraft may be stored in the hangar with proper notice to the COUNTY provided that proof of required insurance coverage is provided to the COUNTY.

This Lease for Hangar Space (hereinafter called "LEASE") is subject to the following terms, covenants, conditions, and agreements to be kept, performed, and observed by the SECOND PARTY.

#### SECTION 1: TERM

This lease shall expire on February 14, 2017.

L05-0254-AP12-96 LEESSE: BARRON STROTHERS DAP HANGER LOT 1/BLOCK 2 EXPIRES: 2/14/2017

#### SECTION 2: AIRCRAFT OWNERSHIP

LESSEE shall provide written confirmation to the COUNTY of proof of ownership of individually-owned/corporate-owned aircraft to be stored pursuant to this LEASE. In the event LESSEE's aircraft is sold, LESSEE shall have one year to replace said aircraft; otherwise this lease shall be voided at the COUNTY's discretion.

#### SECTION 3: 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 4: CONSTRUCTION OF HANGAR

If a new hangar is to be constructed under this lease said hangar must be constructed within ONE (1) year of execution of this LEASE. Failure to comply with this requirement may result in automatic termination of this LEASE without prior written notice by COUNTY. LESSEE shall furnish ONE (1) set of building drawings to COUNTY upon completion of hangar.

#### SECTION 5: BUILDING, ALTERATIONS, AND PERMITS

LESSEE shall at its expense apply for and obtain any and all building, construction, or other permits and licenses to build, repair, or maintain the improvements contemplated by this LEASE. 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 6: RENTALS

#### a. <u>GROUND LEASE</u>:

LESSEE shall pay in advance an annual ground lease fee established by an independent appraisal. The fee shall be adjusted every year in accordance with Section 7. The ground lease and applicable sales tax 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, 32542-1413. The lease includes ONE THOUSAND SIX HUNDRED TWENTY NINE AND ONE HALF (1,629.50) square feet at <u>ONE DOLLAR AND</u>

<u>SIXTY</u> (\$1.60) cents per square foot per year for a total annual cost of <u>TWO THOUSAND</u> <u>SIX HUNDRED SEVEN DOLLARS AND TWENTY CENTS</u> (\$2,607.20) plus tax.

#### b. <u>LEASE CREDITS:</u>

LESSEE shall be allowed 100 percent credit against this ground lease for the amount of invested capital for taxiway and apron improvements for general public use when agreed to by the COUNTY.

#### c. PAYMENT EFFECTIVE DATE:

LESSEE shall deliver to the Airports Director plans and specifications required by the COUNTY for building permit approval no later than 90 days from the effective date specified in Section 1 above. Payment on this lease shall begin the first day of the month following approval by the COUNTY of said plans and specifications.

#### d. 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: ESCALATION CLAUSE:

The ground lease 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 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).

#### SECTION 8: 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 9: 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 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. COUNTY reserves itself, its successors, and assigns for the use and benefits of the public, a right of flight for the passage of aircraft in the airspace above the surface of the real property hereinafter described together with the right to cause in said airspace such noises as may be inherent in the operations of aircraft, now known or hereafter used for navigation of or flight in the said airspace, and for use of said airspace for landing on, taking off from, or operating on the AIRPORT.

c. 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.

d. 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 10: COMPLIANCE WITH GOVERNMENTAL PROCEDURES

LESSEE shall conform to all the requirements of applicable State and Federal statutes and regulations and all County 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. 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 11: 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 owner's aircraft in accordance with Federal Aviation Regulations (FAR's). 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 12: MAINTENANCE IN LEASED PREMISES

LESSEE shall insure that all aircraft maintenance performed in the leased premises is in accordance with Federal Aviation Regulations (FAR's).

#### SECTION 13: TAXES

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

#### SECTION 14: 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. 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 fee 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 15: 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 16: RISK OF LOSS OR DAMAGE TO HANGAR

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

#### SECTION 17: RIGHTS OF ENTRY RESERVED

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

#### SECTION 18: INSURANCE

#### a. <u>LIABILITY</u>:

LESSEE agrees that LESSEE, shall, during the entire term or any extension of this LEASE, keep in full force and effect, a policy or policies of aircraft liability and public liability insurance with respect to the Leased Premises. The limits of aircraft liability and public liability shall not be less than <u>ONE MILLION (\$1,000,000.00</u>) 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 damage, destruction, or partial destruction of any permanent building or other improvement which is part of the Leased Premises shall not release LESSEE from any obligations hereunder nor shall it cause a rebate or an abatement in rent then due or thereafter becoming due under the terms hereof. In case of damage to or destruction of any such building or improvement, LESSEE shall at its own expense, promptly repair and restore the property to a condition as good or better than that existed prior to the damage or destruction.

For purposes of assuring compliance with the foregoing, LESSEE agrees to maintain property insurance on any permanent building or improvement constructed on the Leased Premises in an amount not less than full replacement value of such building and its improvements and agrees that the proceeds from such insurance shall be used promptly by LESSEE to satisfy LESSEE's repair and replacement obligation under this paragraph.

Okaloosa County shall be listed as a loss payee on all property insurance policies.

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 19: 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 32542-1413. The address of the LESSEE is: Barron Strother, 27 Rue Martine, Miramar Beach, FL 32550.

#### SECTION 20: 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 21: BINDING NATURE OF LEASE

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

#### SECTION 22: PROHIBITED ACTIVITY

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

#### SECTION 23: COMMERCIAL ACTIVITY PROHIBITED

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

#### **OSECTION 24: 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 25: 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 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 32542-1413

#### 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. The parties have participated jointly in the negotiation and drafting of this Lease. In the event an ambiguity or question of intent or interpretation arises, this Lease shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provisions of this Lease. Both parties have had an opportunity to have their respective legal counselors review this Lease.

#### SECTION 29: LEGAL DESCRIPTION

Commence at the Intersection of the North Right of Way Line of U.S. Hwy 98 and the East Line of Calhoun Subdivision; Thence N00°38'00"W 1342.05 Feet; Thence S76°43'30"E 3566.00 Feet; Thence N00°31'32"W 108.23 Feet; Thence N00°54'00"W 1143.00 Feet; Thence S82°34'00"E 5289.50 Feet; Thence S38°00'00"E 1701.52 Feet; Thence N52°00'00" Feet; Thence N38°00'00"W 6600.00 Feet; Thence S52°00'00"W 1049.43 Feet to an Existing Concrete Monument (R.1.s. #3420); Thence S38°00'00" E 727.50 Feet to an existing Concrete Monument (R.1.s. #1179); Thence continue S38°00'00"E 1318.10 Feet; Thence N52°00'00"E 83.53 Feet; Thence N52°25'40"E 162.19 Feet; Thence S37°46'36"E 3.55 Feet; Thence N53°40'13"E 50.62 Feet to the Point of Beginning; Thence Continue N53°40'13"E 33.00 Feet along the Hangar; Thence S36°19'47"E 41.50 Feet along the Hangar; Thence S53°40'13" W 46.00 Feet along the Hangar; Thence N36°19'47"W 20.00 Feet along the Hangar; Thence N53°40'13"E 13.00 Feet along the Hangar; Thence N36°19'47"W 21.50 Feet to the Point of the Beginning. Contains 1,629.50 square feet more or less.

#### SECTION 30: RENEWAL OF LEASE

At the end of this initial lease period, all improvements to the property shall become the sole possession of OKALOOSA COUNTY.

#### a. OPTION TERM:

Provide LESSEE is in compliance with all terms and conditions of this Agreement, LESSEE shall have an option to renew this Agreement with all the same terms and conditions (except for rent) for additional term of twenty (20) years.

#### b. <u>RENT</u>:

Rent for the additional term shall be established by an independent appraisal conducted by the COUNTY. If LESSEE does not agree with the rental fee established as a result of the independent appraisal, the option to renew shall be null and void and this lease shall terminate. Adjustments will be based upon the provisions of SECTION 7: ESCALATION.

#### c. <u>NOTICE</u>:

LESSEE shall give COUNTY at least one hundred twenty (120) days written notice prior to the termination of this lease of its intent to exercise the option to renew.

#### SECTION 31: ENTIRE LEASE

This LEASE consists of the following: Sections 1 to 31. 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.

ĠĦ ŚMITH FIRST PARTY

ATTESTS:

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**BARRON STROTHER** SECOND PARTY

ATTESTS:

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This Assignment of Lease is adopted this  $17^{\text{th}}$  day of  $300^{\text{th}}$ , 200 $4.5^{\text{th}}$ 

# BOARD OF COUNTY COMMISSIONERS OKALOOSA COUNTY, FLORIDA

WILLIAM J. ROBERTS III

WILLIAM J. ROBERTS I CHAIRMAN

ATTEST:



GARY U. STANFORD DEPUTY CLERK OF CIRCUIT COURT OKALOOSA COUNTY, FLORIDA

#### **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 HUGH SMITH 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 <u>64</u> day of <u>December</u>, 2004, AD.

IOTARY

30

2008



My Commission expires:

#### STATE OF FLORIDA COUNTY OF OKALOOSA

Before me, the undersigned officer duly authorized to take acknowledgments in the COUNTY and STATE aforesaid, personally appeared BARRON STROTHER 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.

th Sworn and subscribed before me this [] day of KELLEY M. MONTGOMERY AY COMMISSION # DD 275847 EXPIRES: August 5, 2007 ided Thru Notary Public Underwriter My Commission expires:  $\underline{9-5}$  - 200

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