

## CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 02/21/2019

Contract/Lease Control #: L08-0331-AP

Procurement#: NA

Contract/Lease Type: LEASE

Award To/Lessee: DIRT INVESTMENTS, LLC

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 02/19/2019

Expiration Date: 05/31/2033

Description of Contract/Lease: DAP BLOCK 6 LOT 1

Department: AP

Department Monitor: STAGE

Monitor's Telephone #: 850-651-7160

Monitor's FAX # or E-mail: TSTAGE@MYOKALOOSA.COM

Closed:

Cc: Finance Department Contracts & Grants Office

# USAIG Certificate of Insurance

This is to certify to: **Okaloosa County Board of County Commissioners**  
whose address is: Destin-Fort Walton Beach Airport Administration  
1701 State Road 85 N  
Eglin AFB, FL 32542-1498  
that: **ZJ Express, LLC and Dirt Investments, LLC**  
whose address is: 3893 Indian Trail  
Destin, FL 32541

is at this date insured with one or more of the several participating companies of the United States Aircraft Insurance Group, for the Limits of Coverage stated below, at the following locations: the United States and its territories and possessions, Canada, Mexico, the Bahamas, the islands of the West Indies and Central America, or while enroute between these places.

Descriptive Schedule of Coverages		2002 Beech Baron 58, N5065R		
Kind of Insurance	Policy Number	Policy Term	Limits of Coverage	
<b>AIRCRAFT LIABILITY</b> Combined Liability Coverage for bodily injury and property damage Medical Coverage	360AC-799824	January 30, 2021 - January 30, 2022	Each Person \$ 10,000	Each Occurrence \$ 2,000,000
<b>AIRPORT PREMISES LIABILITY</b> Combined Liability Coverage for bodily injury and property damage	360AC-799824	January 30, 2021 - January 30, 2022		Each Occurrence \$ Included above

Only with respect to operations by, for or on behalf of the "Policyholder":

The "Who's covered" section of your policy, under "Your Liability Coverage," shall include **Okaloosa County Board of County Commissioners**, but only for claims of bodily injury, mental anguish or property damage and specifically excluding claims for personal injury that result from your ownership, maintenance or use of airport premises.

If we or the Aviation Managers cancel your policy for any reason other than nonpayment of premium, we agree to give thirty (30) days notice before the cancellation date, to the following person(s) or organization(s):

**Okaloosa County Board of County Commissioners  
Destin-Fort Walton Beach Airport Administration  
1701 State Road 85 N  
Eglin AFB, FL 32542-1498**

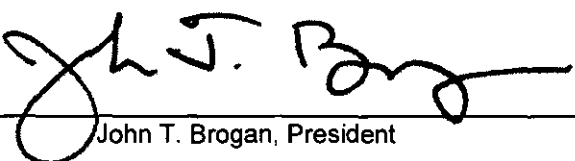
However, the "Cancellation" provisions stated above shall not be le

**CONTRACT#: L08-0331-AP  
DIRT INVESTMENTS, LLC  
DAP BLOCK 6 LOT 1  
EXPIRES: 05/31/2033**

This certificate or verification of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein regardless of any terms or conditions set forth in any other contract, document or agreement.

**UNITED STATES AVIATION UNDERWRITERS, INC., Aviation Managers**

Address: 301 N. Main Street, Suite 1450, Wichita, Kansas 67202

By  \_\_\_\_\_ date: April 9, 2021  
John T. Brogan, President

# **USAIG All-Clear**

## **Additional Insured(s)/Notice of Cancellation**

The "Who's covered" section of your policy, under "Your Liability Coverage," shall include **Okaloosa County Board of County Commissioners**, but only for claims of bodily injury, mental anguish or property damage and specifically excluding claims for personal injury that result from your ownership, maintenance or use of airport premises.

If we or the Aviation Managers cancel your policy for any reason other than nonpayment of premium, we agree to give thirty (30) days notice before the cancellation date, to the following person(s) or organization(s):

**Okaloosa County Board of County Commissioners  
Destin-Fort Walton Beach Airport Administration  
1701 State Road 85 N  
Eglin AFB, FL 32542-1498**

However, the "Cancellation" provisions stated above shall not be less than the required statutory limits.

*LO8-0331AP*

This endorsement does not change any of your coverage except as stated above. It is effective on the date and hour shown below, local Standard Time at the "Policyholder's" address.

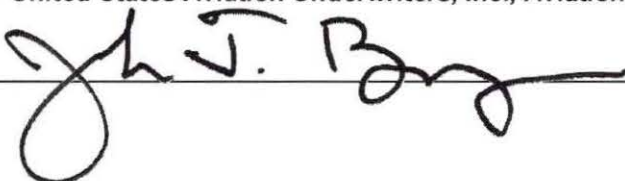
Policy Issued to: **ZJ Express, LLC and Dirt Investments, LLC**

<u>21</u>	<u>360AC-799824</u>	<u>April 8, 2021 at 12:01 A.M.</u>
Endorsement No.	Policy No.	Date and hour endorsement takes effect

Approved: **United States Aviation Underwriters, Inc., Aviation Managers**

By \_\_\_\_\_

368-0817



(360)



DIRTINV-01

PJARMAN

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
1/26/2021

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

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

<b>PRODUCER</b> <b>M.E Wilson Company, LLC DBA Waldorff Insurance &amp; Bonding</b> <b>45 Eglin Parkway NE</b> <b>Suite 202</b> <b>Fort Walton Beach, FL 32548</b>	<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext): (850) 581-4925</b>	<b>FAX (A/C, No): (850) 581-4930</b>	
	<b>E-MAIL ADDRESS: receptionist@waldorffinsurance.com</b>		
<b>INSURED</b>  <b>Dirt Investments, LLC</b> <b>3893 Indian Trail</b> <b>Destin, FL 32541</b>	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A : Evanston Insurance Company</b>		<b>35378</b>
	<b>INSURER B : Lloyds of London</b>		
	<b>INSURER C :</b>		
	<b>INSURER D :</b>		
	<b>INSURER E :</b>		

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO JECT <input type="checkbox"/> LOC OTHER:			3AA449389	1/14/2021	1/14/2022	EACH OCCURRENCE \$ <b>1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>100,000</b> MED EXP (Any one person) \$ <b>1,000</b> PERSONAL & ADV INJURY \$ <b>1,000,000</b> GENERAL AGGREGATE \$ <b>2,000,000</b> PRODUCTS - COMPOP AGG \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE    OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	<b>Property</b>			AMAA0000868	1/14/2021	1/14/2022	<b>Hangar</b> <b>240,000</b>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Property: \$1,000. Deductible. 5% Wind & Hail Deductible. Special Form. Excludes Flood and Earthquake.

Lease #L08-0331-AP. Certificate holder is added as additional insured as respects General Liability, and loss payee as respects Property, when required by written contract for the following location: 1001 Airport Road, Unit 8-107, Destin, FL 32541. 30 days notice of cancellation for any changes, cancellations or non-renewal of policy. 10 day notice of cancellation for nonpayment of premium.

**CONTRACT#: L08-0331-AP**  
**DIRT INVESTMENTS, LLC**  
**DAP BLOCK 6 LOT 1**  
**EXPIRES: 05/31/2033**

**CERTIFICATE HOLDER**

**CAI**

**Okaloosa County Board of County Commissioners**  
**Destin-Fort Walton Beach Airport Administration**  
**1701 State Road 85, N**  
**Eglin A F B, FL 32542-1498**

**ST**  
**TI:**  
**ACCORDANCE WITH THE POLICY PROVISIONS.**  
  
**AUTHORIZED REPRESENTATIVE**  
*L. Bob Wilson*



DIRTINV-01

PJARMAN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
1/26/2021

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

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

PRODUCER: M.E Wilson Company, LLC DBA Waldorff Insurance & Bonding... CONTACT NAME: [blank] PHONE: (850) 581-4925 FAX: (850) 581-4930 E-MAIL ADDRESS: receptionist@waldorffinsurance.com INSURER(S) AFFORDING COVERAGE: Evanston Insurance Company NAIC #: 35378 INSURER B: Lloyds of London

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include Commercial General Liability (3AA449389), Automobile Liability, Umbrella Liability, Workers Compensation and Employers' Liability, and Property (AMAA0000868).

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Property: \$1,000. Deductible. 5% Wind & Hail Deductible. Special Form. Excludes Flood and Earthquake.

Lease #L08-0331-AP. Certificate holder is added as additional insured as respects General Liability, and loss payee as respects Property, when required by written contract for the following location: 1001 Airport Road, Unit 8-107, Destin, FL 32541. 30 days notice of cancellation for any changes, cancellations or non-renewal of policy. 10 day notice of cancellation for nonpayment of premium.

CONTRACT#: L08-0331-AP
DIRT INVESTMENTS, LLC
DAP BLOCK 6 LOT 1
EXPIRES: 05/31/2033

CERTIFICATE HOLDER: Okaloosa County Board of County Commissioners, Destin-Fort Walton Beach Airport Administration... AUTHORIZED REPRESENTATIVE: [Signature]



DIRTINV-01

PJARMAN

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/10/2020

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

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

<b>PRODUCER</b> M.E Wilson Company, LLC DBA Waldorff Insurance & Bonding 45 Eglin Parkway NE Suite 202 Fort Walton Beach, FL 32548	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): (850) 581-4925	FAX (A/C, No): (850) 581-4930
	E-MAIL ADDRESS: receptionist@waldorffinsurance.com	
<b>INSURED</b>  Dirt Investments, LLC 3893 Indian Trall Destin, FL 32541	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A : Evanston Insurance Company</b>	
	<b>INSURER B : Lloyds of London</b>	
	<b>INSURER C :</b>	
	<b>INSURER D :</b>	
	<b>INSURER E :</b>	

<b>COVERAGES</b>	<b>CERTIFICATE NUMBER:</b>	<b>REVISION NUMBER:</b>
------------------	----------------------------	-------------------------

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WYO	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			3EW4780	1/14/2020	1/14/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	<b>Property</b>			JAX139428	1/14/2020	1/14/2021	<b>Hangar</b> 240,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Property: \$1,000. Deductible. 5% Wind & Hail Deductible. Special Form. Excludes Flood and Earthquake.

Lease #L08-0331-AP. Certificate holder is added as additional insured as respects General Liability, and loss payee as respects Property, when required by written contract for the following location: 1001 Airport Road, Unit 8-107, Destin, FL 32541. 30 days notice of cancellation for any changes, cancellations or non-renewal of policy. 10 day notice of cancellation for nonpayment of premium.

CONTRACT#: L08-0331-AP  
DIRT INVESTMENTS, LLC  
DAP BLOCK 6 LOT 1  
EXPIRES: 05/31/2033

<b>CERTIFICATE HOLDER</b>  Okaloosa County Board of County Commissioners Destin-Fort Walton Beach Airport Administration 1701 State Road 85, N Eglin A F B, FL 32542-1498	CA \$ 1 ACCORDANCE WITH THE POLICY PROVISIONS  AUTHORIZED REPRESENTATIVE 
--	---

**EXHIBIT B**

**CONTRACT & LEASE AGREEMENT CONTROL FORM**

**Date:** *7/29/2013*

**Contract/Lease Control #:** L08-0331-AP

**Bid #:** N/A

**Contract/Lease Type:** REVENUE

**Award to/Lessee:** STANLEY GORDON

**Lessor:** OKALOOSA COUNTY

**Effective Date:** 8/29/2008

**Amount:** \$7500

**Term/Expires:** 5/31/20*33*

**Description of Contract/Lease:** DAP BLOCK 6/LOT 1

**Department Manager:** AIRPORT

**Department Monitor:** *S. Harman*

**Monitor's Telephone #:** 651-7160

**Monitor's Fax #:** 651-7164

**Date Closed:**

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

Procurement/Contract/Lease Number: LO8-0331-AP Tracking Number: 319449  
Estate of Stanley Cardmon, Jr.  
Procurement/Contractor/Lessee Name: \_\_\_\_\_ Grant Funded: YES \_\_\_ NO \_\_\_  
Purpose: AOL to Dirt Investments, LLC  
Date/Term: 5-31-33 1.  GREATER THAN \$100,000  
Amount: \_\_\_\_\_ 2.  GREATER THAN \$50,000  
Department: Airports 3.  \$50,000 OR LESS  
Dept. Monitor Name: Stase

**Purchasing Review**

Procurement or Contract/Lease requirements are met:  
DeRita Mason Date: 11-27-18  
Purchasing Manager or designee Jeff Hyde, DeRita Mason, Victoria Taravella

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

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

**Risk Management Review**

Approved as written: see email attached  
\_\_\_\_\_  
Risk Manager or designee Laura Porter or Krystal King Date: 12-1-18

**County Attorney Review**

Approved as written: see email attached  
\_\_\_\_\_  
County Attorney Gregory T. Stewart, Lynn Hoshihara, Kerry Parsons or Designee Date: 12-1-18

Following Okaloosa County approval:

**Clerk Finance**

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



## DeRita Mason

---

**From:** Parsons, Kerry <KParsons@ngn-tally.com>  
**Sent:** Saturday, December 01, 2018 4:19 PM  
**To:** DeRita Mason  
**Cc:** Lynn Hoshihara; Dave Miner  
**Subject:** RE: AOL Gordon to Dirt Investments for Coordination

This is approved for legal and risk purposes.

---

**From:** DeRita Mason [mailto:dmason@myokaloosa.com]  
**Sent:** Tuesday, November 27, 2018 4:45 PM  
**To:** Parsons, Kerry  
**Cc:** Lynn Hoshihara  
**Subject:** FW: AOL Gordon to Dirt Investments for Coordination

Please review and approve the attached.

Thank you,

DeRita

---

**From:** Dave Miner  
**Sent:** Tuesday, November 27, 2018 3:37 PM  
**To:** DeRita Mason <dmason@myokaloosa.com>  
**Cc:** Allyson Oury <aoury@myokaloosa.com>  
**Subject:** AOL Gordon to Dirt Investments for Coordination

DeRita:

Please send the attached assignment of lease from Stanly Gordon to Dirt Investments out for coordination  
Thank you.

Dave

David E. Miner  
Properties and Leases  
Okaloosa County Airports  
(850) 651-7160 Ext. 4  
[www.flyvps.com](http://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."

## Dave Miner

---

**From:** Karen Donaldson  
**Sent:** Tuesday, January 22, 2019 1:20 PM  
**To:** Dave Miner  
**Subject:** RE: Dirt Investments COIs for Compliance

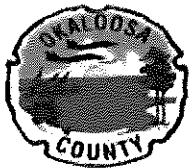
Dave

These policies meet the requirements of the contract and are approved by risk.

Thank you

*Karen Donaldson*

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



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

---

**From:** Dave Miner <dminer@myokaloosa.com>  
**Sent:** Tuesday, January 22, 2019 12:24 PM  
**To:** Karen Donaldson <kdonaldson@myokaloosa.com>  
**Cc:** Allyson Oury <aoury@myokaloosa.com>  
**Subject:** Dirt Investments COIs for Compliance

Karen:

Please review the attached certificates of insurance for Dirt Investments for an assignment of hangar lease from the Estate of Stanley Gordon (L08-0331-AP) and let us know if the COIs complies with requirements.

Thank you.



## CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)  
 1/18/2019

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

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

PRODUCER <b>Waldorff Insurance &amp; Bonding Inc.</b> 45 Eglin Parkway NE Suite 202 Fort Walton Beach, FL 32548	CONTACT NAME: PHONE (A/C, No, Ext): <b>(850) 581-4925</b> FAX (A/C, No): <b>(850) 581-4930</b> E-MAIL ADDRESS: <b>receptionist@waldorffinsurance.com</b>																					
INSURED  <b>Dirt Investments, LLC</b> 3893 Indian Trail Destin, FL 32541	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: right;">NAIC #</th> </tr> <tr> <td>INSURER A : <b>Evanston Insurance Company</b></td> <td></td> <td style="text-align: right;">35378</td> </tr> <tr><td>INSURER B :</td><td></td><td></td></tr> <tr><td>INSURER C :</td><td></td><td></td></tr> <tr><td>INSURER D :</td><td></td><td></td></tr> <tr><td>INSURER E :</td><td></td><td></td></tr> <tr><td>INSURER F :</td><td></td><td></td></tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A : <b>Evanston Insurance Company</b>		35378	INSURER B :			INSURER C :			INSURER D :			INSURER E :			INSURER F :		
INSURER(S) AFFORDING COVERAGE		NAIC #																				
INSURER A : <b>Evanston Insurance Company</b>		35378																				
INSURER B :																						
INSURER C :																						
INSURER D :																						
INSURER E :																						
INSURER F :																						

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	X		3EU3036	1/14/2019	1/14/2020	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____						PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ Excluded
	<b>AUTOMOBILE LIABILITY</b>						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY						BODILY INJURY (Per person) \$
	<input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> NON-OWNED AUTOS ONLY						
	<b>UMBRELLA LIAB</b>						EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR						AGGREGATE \$
	<input type="checkbox"/> EXCESS LIAB						
	DED _____ RETENTION \$ _____						
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH)						E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

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

Certificate holder is added as additional insured as respects General Liability, when required by written contract for the following location: 1001 Airport Road, Unit 8-107, Destin, Fl 32541. 30 days notice of cancellation for any changes, cancellations or non-renewal of policy. 10 day notice of cancellation for nonpayment of premium.

## CERTIFICATE HOLDER

## CANCELLATION

<b>Okaloosa County</b> 5479 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 



# EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)  
1/18/2019

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

AGENCY Waldorff Insurance & Bonding Inc. 45 Eglin Parkway NE Suite 202 Fort Walton Beach, FL 32548		PHONE (A/C, No, Ext): (850) 581-4925	COMPANY Lloyds of London	
FAX (A/C, No): (850) 581-4930		E-MAIL ADDRESS: receptionist@waldorffinsurance.com		
CODE: AGENCY CUSTOMER ID #: DIRTINV-01		SUB CODE:		
INSURED Dirt Investments, LLC 3893 Indian Trail Destin, FL 32541		LOAN NUMBER	POLICY NUMBER JAX130731	
		EFFECTIVE DATE 1/14/2019	EXPIRATION DATE 1/14/2020	<input checked="" type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED
THIS REPLACES PRIOR EVIDENCE DATED:				

### PROPERTY INFORMATION

LOCATION/DESCRIPTION  
Loc # 1, Bldg # 1, 1001 Airport Road, Unit 8-107, Destin, FL 32541

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

### COVERAGE INFORMATION

COVERAGE / PERILS / FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE	
			PERILS INSURED
Loc # 1, Bldg # 1 Building, Special (Including theft), Replacement Cost	\$240,000	1,000	

### REMARKS (Including Special Conditions)

Special Conditions:  
EXCLUDES: Flood, Earthquake.  
30 days notice of cancellation for any changes, cancellations or non-renewal of policy. 10 day notice of cancellation for nonpayment of premium.

### CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

### ADDITIONAL INTEREST

NAME AND ADDRESS  Okaloosa County 5479 A Old Bethel Road Crestview, FL 32536	ADDITIONAL INSURED	LENDER'S LOSS PAYABLE	<input checked="" type="checkbox"/> LOSS PAYEE
	MORTGAGEE		
LOAN #			
AUTHORIZED REPRESENTATIVE <i>Danny Hau</i>			

**ALLIANZ GLOBAL CORPORATE & SPECIALTY - AVIATION**



Date Issued: January 17, 2019

Certificate No. 3

Certificate Holder: Okaloosa County  
5479A Old Bethel Road  
Crestview, FL 32536

Named Insured: Z J Express LLC and Dirt Investments,  
LLC  
3893 Indian Trail  
Destin, FL 32541

The above Named Insured is at this date insured with Allianz Global Risks US Insurance Company for the Limits of Coverage stated below:

Policy Number: ESAP 010444 01

Policy Effective Dates: January 30, 2019 to January 30, 2020  
Both at 12:01 AM local time at the Named Insured's mailing address shown above

With respect to:

**AIRCRAFT LIABILITY COVERAGE**

FAA Reg. Number	Year	Make & Model	Each Occurrence	Each Passenger	Aggregate War TP BI/PD*
N5065R	2002	Beech Baron 58	\$1,000,000	Inclusive	\$1,000,000

\* War, Hijacking and Other Perils Limited Write-Back, Third-Party Bodily Injury and Property Damage sub-limit

**AIRCRAFT PHYSICAL DAMAGE COVERAGE**

FAA Reg. Number	Year	Make & Model	Insured Value	Cov. Letter	Deductibles NIM	IM	War Incl.
N5065R	2002	Beech Baron 58	\$575,000	F	N/A	\$1,000	Incl.

Cov. Letters: F – In Flight, In Motion, Not In Motion, G – Not In Flight, H – Not In Motion, N/C – Not Covered  
Deductibles: NIM – Not In Motion (rotors NIM), IM – In Motion (rotors IM) including ingestion and mooring, N/A – Not Applicable

**Additional Coverages/Conditions:**

The Certificate Holder is included as an additional insured under liability coverages, but only as respects operations of the Named Insured.

The insurance extended by the policy shall not apply to, and the Certificate Holder shall not be insured for bodily injury or property damage which arises from the design, manufacture, modification, repair, sale, or servicing of products by the Certificate Holder.

In the event of cancellation of any policy described above, the insurer will attempt to mail 30 days (10 days for non-pay) written notice to the certificate holder prior to the effective date of cancellation. However, failure to do so will not impose duty or liability upon the insurer, its agents or representatives, nor will it delay cancellation.

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

Issued by: Allianz Global Risks US Insurance Company  
Aviation Operations

*Michael P. Kriebel*

Authorized Signature

**CONSENT TO ASSIGNMENT OF LEASE AND AMENDMENT L08-0331-AP**  
**ESTATE OF STANLEY J. GORDON JR. HANGAR LEASE AT THE**  
**DESTIN EXECUTIVE AIRPORT**

This Consent to Assignment of Lease and Second Amendment, made and entered into this 19th day of February, 2019, hereby approves of the assignment between Estate of Stanley J. Gordon Jr. ("Lessee") and Dirt Investments, LLC ("Assignee"), and amends Lease L08-0331-AP ("Lease Agreement"), dated July 6, 2016, by the Estate of Stanley J. Gordon Jr. ("Lessee"), and Okaloosa County, Florida through its Board of County Commissioners (hereinafter the "County").

**WITNESSETH:**

**WHEREAS**, the County entered into a Lease Agreement, L08-0331-AP for Hangar Space Assignment of Lease to Estate of Stanley J. Gordon Jr. on July 6, 2016, at the Destin Executive Airport with a current expiration date of May 31, 2033; and

**WHEREAS**, Lessee desires an Assignment of Lease from Estate of Stanley J. Gordon Jr. to Dirt Investments, LLC; and

**WHEREAS**, in accordance with Section 13 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; and

**WHEREAS**, the County as a recipient of federal assistance is required to incorporate specific revisions in grant funded contracts. These provisions are being incorporated per this amendment as listed in Exhibit "A"; 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 agree to the following:

**I. CONSENT TO ASSIGNMENT**

1. In accordance with Section 13 of L08-0331-AP, the County hereby consents to this assignment of the Lessee interest of Estate of Stanley J. Gordon Jr. to Dirt Investments, LLC.

Assignee by execution of this Consent to Assignment of Lease and Amendment, and in consideration of consent by the County of the same, if 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.

**CONTRACT#: L08-0331-AP**  
**DIRT INVESTMENTS, LLC**  
**DAP BLOCK 6 LOT 1**  
**EXPIRES: 05/31/2033**

## II. AMENDMENT TO THE LEASE AGREEMENT

L08-0331-AP is hereby amended as follows:

1. Section 2 titled "Aircraft Ownership", is hereby replaced in its entirety with the following provision:

### Airplane Ownership:

Lessee shall provide written confirmation to the County of proof of ownership of individually-owned/corporate owned airplane to be stored pursuant to this Lease. In the event Lessee's airplane is sold, damaged, etc., Lessee shall have one year to replace said airplane; otherwise this Lease shall be voided at the County's discretion.

2. Section 5a titled "Ground Lease", 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 6. 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 THREE THOUSAND FORTY ONE (3,041) square feet at (\$1,619.10) per square foot per year for a total annual cost of (\$4,923.68) plus state sales tax and County non-ad valorem taxes.

3. Section 6 titled "Escalation Clause", is deleted and replaced as follows:

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

4. Section 13 titled "Assignment and Sublease", is deleted and replaced as follows:

All subsequent transfer and assignments of any interest, including mortgages thereon, require written approval by County and payment of an Approval Fee of ONE THOUSAND (\$1,000.00) dollars. During the entire term of the lease, the ground lease rent fee will transfer at the same rate as the current lessee at the time of the assignment, and continue to be adjusted annually in accordance with the escalation clause in Section Seven. Lessee shall have thirty (30)

days 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. Upon expiration of the lease 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.

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

All aircraft liability and public liability coverage shall be endorsed to include Okaloosa County as Additional Insured. In addition, all insurance policies shall contain a clause to provide thirty (30) days written notice to Okaloosa County for any changes, cancellations or non-renewal of the policy, with the exception of ten (10) day notice for cancellation due to non-payment of premium. Prior to occupying the Leased Premises and annually upon renewal, Lessee shall furnish County a Certificate of Insurance evidencing all required insurance. The Certificate(s) of Insurance shall be delivered to Okaloosa County, 5479 A Old Bethel Road, Crestview, FL 32536 and a copy to Airports Administration. On request, Lessee shall deliver an exact copy of the policy or policies including all endorsements.

6. Section 18 titled "Notices", is hereby deleted and replaced as follows:

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 State Road 85 North, Suite 1, Eglin Air Force Base, Florida 32542-1498. The address of Lessee is: Dirt Investments, LLC, Rick Nesius, 3893 Indian Trail, Destin, FL 32541.

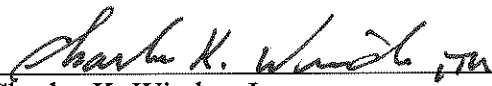
7. Lessee agrees to comply with all federal regulations, including, but not limited to, those set forth in Exhibit "A" attached hereto and incorporated herein.

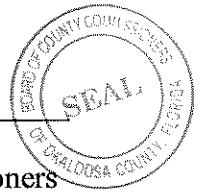
8. All other provisions of the Lease Agreement shall remain in full force and effect through the duration of the Lease term.



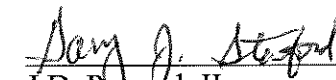
IN WITNESS WHEREOF, the parties hereto have executed this amendment as of the day and year first written.

OKALOOSA COUNTY, FLORIDA

  
\_\_\_\_\_  
Charles K. Windes, Jr.  
Chairman, Board of County Commissioners  
Date: 2-19-79



ATTEST:

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



LESSEE



Estate of Stanley J. Gordon Jr.  
Jeff Gordon

Date: 1/2/19

ATTEST:

  
Witness

Monica Gordon  
Witness

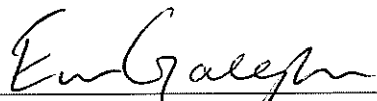
ACKNOWLEDGMENTS

STATE OF KY  
COUNTY OF JEFFERSON

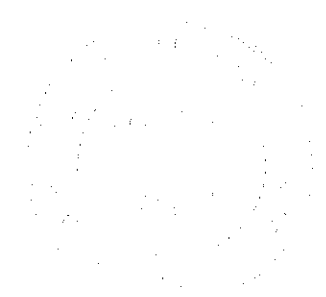
Before me, the undersigned officer duly authorized to take acknowledgments in the COUNTY and STATE aforesaid, personally appeared JEFF GORDON who, under oath, deposes and says that he is authorized to execute contracts and lease agreements and that he executed the foregoing instrument for the uses and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

Sworn and subscribed before me this 2<sup>nd</sup> day of JANUARY, 2019, AD.

**EVAN GALLAGHER**  
Notary Public  
State at Large  
Kentucky  
My Commission Expires June 26, 2021

  
NOTARY

My Commission Expires: 06/26/2021



ASSIGNEE

*[Handwritten Signature]*

Dirt Investments, LLC

Rick Nesius

Date: 1-2-19

ATTEST:

*[Handwritten Signature]*

Witness

*[Handwritten Signature]*

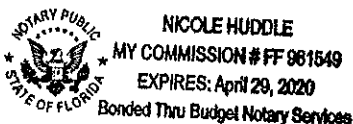
Witness

ACKNOWLEDGMENTS

STATE OF Florida  
COUNTY OF Walton

Before me, the undersigned officer duly authorized to take acknowledgments in the COUNTY and STATE aforesaid, personally appeared RICK NESIUS 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 5 day of January, 2019, AD.



*[Handwritten Signature: Nicole Huddle]*  
NOTARY

My Commission Expires: 4/29/20

ASSIGNEE

Dirt Investments LLC  
Shannon Nesius  
Dirt Investments, LLC  
Shannon Nesius  
Date: 1-2-19

ATTEST:

[Signature]  
Witness  
[Signature]  
Witness

ACKNOWLEDGMENTS

STATE OF Florida  
COUNTY OF Walton

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

Sworn and subscribed before me this 5 day of January, 2019, AD.

[Signature]  
NOTARY



My Commission Expires: 4/29/20

## Exhibit "A"

### GENERAL CIVIL RIGHTS PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### **E-VERIFY**

Enrollment and verification requirements.

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

- a. All new employees.
  - i. Enrolled ninety (90) calendar days or more. The Lessee shall initiate verification of all new hires of the Lessee, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); or
  - b. Enrolled less than ninety (90) calendar days. Within ninety (90) calendar days after enrollment as a Federal Contractor in E-Verify, the Lessee shall initiate verification of all new hires of the lessee, who are working in the United States, whether or not assigned to the lease, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section; or
    - ii. Employees assigned to the lease. For each employee assigned to the lease, the Lessee shall initiate verification within ninety (90) calendar days after date of contract award or within thirty (30) days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section.)
- (3) If the Lessee is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State of local government or the government of a Federally recognized Indian tribe, or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Lessee may choose to verify only employees assigned to the lease, whether existing employees or new hires. The Lessee shall follow the applicable verification requirements of (b)(1) or (b)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the lease.
- (4) Option to verify employment eligibility of all employees. The Lessee may elect to verify all existing employees hired after November 6, 2986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), rather than just those employees assigned to the lease. The Lessee shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), within one hundred eighty (180) calendar days of-
  - i. Enrollment in the E-Verify program; or
  - ii. Notification to E-Verify Operations of the Lessee's decision to exercise this option, using the lease information provided in the E-Verify program Memorandum of Understanding (MOU)
- (5) The Lessee shall comply, for the period of performance of this lease, with the requirements of the E-Verify program MOU.



i. The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Airline's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Lessee, will be referred to a suspension or debarment official.

ii. During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the Lessee is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Lessee, then the Lessee must reenroll in E-Verify.

iii. Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

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

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

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

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

## CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 06-23-2017

Contract/Lease Control #: L08-0331-AP

Bid #: NA

Contract/Lease Type: LEASE

Award To/Lessee: STANLEY J GORDON

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 07/16/2016

Expiration Date: 05/31/2033

Description of Contract/Lease: DAP BLOCK 6 LOT 1

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

# CONTRACT & LEASE INTERNAL COORDINATION SHEET

Contract/Lease Number: LO8-0331-AP Tracking Number: 2302-17  
Contractor/Lessee Name: Estate of Stanley J. Gorman Jr. Grant Funded: YES \_\_\_ NO   
Purpose: Amendment Two  
Date/Term: 5-31-33 1.  GREATER THAN \$50,000  
Amount: \$4,699.17 2.  GREATER THAN \$25,000  
Department: AP 3.  \$25,000 OR LESS  
Dept. Monitor Name: Stephanie  
Document has been reviewed and includes any attachments or exhibits.

**Purchasing Review**  
Procurement requirements are met:  
Ch. Powell Date: 3/6/2017  
Purchasing Director or designee Greg Kisela, Charles Powell, DeRita Mason, Matthew Young

**Risk Management Review**  
Approved as written:  
Krystal King Date: 3-7-17  
Risk Manager or designee Laura Porter or Krystal King

**County Attorney Review**  
See approval dated 3/6/2017  
Approved as written: \_\_\_\_\_ 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

03-08-17 11:16

## Dave Miner

---

**From:** Parsons, Kerry <KParsons@ngn-tally.com>  
**Sent:** Monday, March 06, 2017 8:20 AM  
**To:** Dave Miner; Charles Powell  
**Cc:** Krystal King; David Williams; Lynn Hoshihara  
**Subject:** RE: Amendment Two to Gordon Estate B 6

This is approved for legal purposes.

---

**From:** Dave Miner [mailto:dminer@co.okaloosa.fl.us]  
**Sent:** Monday, March 06, 2017 8:38 AM  
**To:** Parsons, Kerry; Charles Powell  
**Cc:** Krystal King; David Williams; Lynn Hoshihara  
**Subject:** RE: Amendment Two to Gordon Estate B 6

Ms. Parsons:

Changes accepted.

Dave

---

**From:** Parsons, Kerry [mailto:KParsons@ngn-tally.com]  
**Sent:** Sunday, March 05, 2017 12:13 PM  
**To:** Dave Miner <dminer@co.okaloosa.fl.us>; Charles Powell <cpowell@co.okaloosa.fl.us>  
**Cc:** Krystal King <kking@co.okaloosa.fl.us>; David Williams <dawilliams@co.okaloosa.fl.us>; Lynn Hoshihara <lhoshihara@co.okaloosa.fl.us>  
**Subject:** RE: Amendment Two to Gordon Estate B 6

Good Afternoon:

Attached please find my revisions.

Have a good day,  
Kerry

---

**From:** Dave Miner [mailto:dminer@co.okaloosa.fl.us]  
**Sent:** Friday, March 03, 2017 2:39 PM  
**To:** Charles Powell  
**Cc:** Parsons, Kerry; Krystal King; David Williams  
**Subject:** Amendment Two to Gordon Estate B 6

Charles:

Attached you will find Amendment Two to the Gordon Estate for Block 6, please send out for coordination. You will receive the original in distro.

Thank you.

Dave

David E. Miner  
Properties and Leases  
Okaloosa County Airports  
(850) 651-7160 Ext. 4  
[www.flyvps.com](http://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."

**CAUTION:** This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

**CAUTION:** This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

## Dave Miner

---

**From:** Laura Porter  
**Sent:** Thursday, June 01, 2017 10:41 AM  
**To:** Dave Miner  
**Subject:** RE: COI Estate of Stanley Gordon

Yes, this COI complies with the requirements.

Laura J. Porter  
Risk Manager  
Risk Management Department  
Okaloosa County Board of County Commissioners  
5649-B Old Bethel Road  
Crestview, FL 32539  
Office: (850) 689-5979 Fax: (850) 689-5973  
Email: [lporter@co.okaloosa.fl.us](mailto:lporter@co.okaloosa.fl.us)

**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:** Dave Miner  
**Sent:** Thursday, June 01, 2017 9:48 AM  
**To:** Krystal King <[kking@co.okaloosa.fl.us](mailto:kking@co.okaloosa.fl.us)>; Laura Porter <[lporter@co.okaloosa.fl.us](mailto:lporter@co.okaloosa.fl.us)>  
**Cc:** Stephanie Herrick <[sherrick@co.okaloosa.fl.us](mailto:sherrick@co.okaloosa.fl.us)>  
**Subject:** COI Estate of Stanley Gordon

Krystal:

Please review the attached COI for the Estate of Stanley Gordon (L08-0331-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.flyypps.com](http://www.flyypps.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."



# CERTIFICATE OF LIABILITY INSURANCE

GORDJA1      OP ID: TD

DATE (MM/DD/YYYY)  
**06/23/2016**

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

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

<b>PRODUCER</b> Wenk Aviation Insurance, LLC 900 North Shore Dr., Suite 109 Lake Bluff, IL 60044 Tucker Wenk Deeter	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext):      FAX (A/C, No): E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE      NAIC # INSURER A : <b>Atlantic Specialty Ins Co</b> INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :
<b>INSURED</b> The Estate of Stanley J. Gordon Jr. c/o Jeffrey S. Gordon 715 Alta Vista Road Louisville, KY 40206	

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

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

INSR LTR	TYPE OF INSURANCE	ADCL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Premises Liab	X		710027145-0007	06/22/2016	06/22/2017	EACH OCCURRENCE      \$ <b>1,000,000</b>
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		DAMAGE TO RENTED PREMISES (Ea occurrence)    \$ <b>not covered</b> MED EXP (Any one person)      \$ <b>not covered</b> PERSONAL & ADV INJURY      \$ <b>not covered</b> GENERAL AGGREGATE      \$ <b>1,000,000</b> PRODUCTS - COM/OP AGG      \$ <b>not covered</b>				
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)      \$ BODILY INJURY (Per person)      \$ BODILY INJURY (Per accident)      \$ PROPERTY DAMAGE (Per accident)      \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED      RETENTION \$						EACH OCCURRENCE      \$ AGGREGATE      \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE    OTH-ER E.L. EACH ACCIDENT      \$ E.L. DISEASE - EA EMPLOYEE      \$ E.L. DISEASE - POLICY LIMIT      \$
A	Property			710027145-0007	06/22/2016	06/22/2017	Building      167,600 Contents      5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Premises located at: 1001 Airport Road (Lot 1, Block 6 and Lot 5, Block 8), Destin, FL 32541. Building located at 1001 Airport Road (Lot 1, Block 6)

Certificate holder is named as an additional insured under liability coverages as respects operations of the Named Insured

<b>CERTIFICATE HOLDER</b>  Okaloosa County 5749 A Old Bethel Road Crestview, FL 32536	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE Tucker Wenk Deeter
---	--





DATE ISSUED **5/30/2017**

NAMED INSURED **JSG Aviation, LLC and its individual executive officers and members**

ADDRESS OF INSURED **715 Alta Vista Rd.  
Louisville, KY 40206**

INSURANCE COMPANY **Hallmark Insurance Company**

POLICY NUMBER **GA99-40914-00**

POLICY EFFECTIVE DATE **4/1/2017** Coverage Effective **5/30/2017**

POLICY EXPIRATION DATE **4/1/2018**

### Coverage Summary

AIRCRAFT COVERED **N526CC, 2014 CubCrafters Carbon Cub EX  
(Experimental Seaplane)**

PART THREE. LIABILITY TO OTHERS		LIMIT OF COVERAGE	
DL	SINGLE LIMIT BODILY INJURY AND PROPERTY DAMAGE COVERAGE	<b>\$1,000,000</b>	Each Occurrence
	Passenger Coverage Limited to:	<b>\$100,000</b>	Each Passenger

This Certificate is issued to the following Certificate Holder:

Name	Address
<b>The Estate of Stanley J. Gordon Jr. dba JSG Aviation</b>	<b>715 Alta Vista Rd. Louisville, KY 40206</b>

Coverage under PART THREE LIABILITY TO OTHERS is extended to include the named Certificate Holder as an insured subject to all of the applicable policy terms, conditions and provisions.

**THIS CERTIFICATE OF INSURANCE IS ISSUED FOR INFORMATIONAL PURPOSES ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE PROVIDED BY THE INSURANCE POLICY REFERENCED ABOVE.**

AEROSPACE INSURANCE MANAGERS, INC.  
Aviation Managers

GA112 (04/16)



DATE ISSUED **3/22/2017**

NAMED INSURED **JSG Aviation, LLC, and its individual executive officers and members**

ADDRESS OF INSURED **715 Alta Vista Rd.  
Louisville, KY 40206**

INSURANCE COMPANY **Hallmark Insurance Company**

POLICY NUMBER **GA99-40914-00**

POLICY EFFECTIVE DATE **4/1/2017**

POLICY EXPIRATION DATE **4/1/2018**

### Coverage Summary

AIRCRAFT COVERED **N526CC, 2014 CubCrafters Carbon Cub EX  
(Experimental Seaplane)**

#### PART THREE. LIABILITY TO OTHERS

#### LIMIT OF COVERAGE

DL	SINGLE LIMIT BODILY INJURY AND PROPERTY DAMAGE COVERAGE	<b>\$1,000,000</b>	Each Occurrence
	Passenger Coverage Limited to:	<b>\$100,000</b>	Each Passenger

This Certificate is issued to the following Certificate Holder:

Name	Address
<b>Okaloosa County</b>	<b>5749 A Old Bethel Rd. Crestview, FL 32536</b>

Coverage under PART THREE LIABILITY TO OTHERS is extended to include the named Certificate Holder as an insured subject to all of the applicable policy terms, conditions and provisions.

**THIS CERTIFICATE OF INSURANCE IS ISSUED FOR INFORMATIONAL PURPOSES ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE PROVIDED BY THE INSURANCE POLICY REFERENCED ABOVE.**

AEROSPACE INSURANCE MANAGERS, INC.  
Aviation Managers

GA112 (04/16)

**AMENDMENT OF LEASE L08-0331-AP  
ESTATE OF STANLEY J. GORDON JR. HANGAR LEASE AT THE  
DESTIN EXECUTIVE AIRPORT**

This Amendment of Lease made and entered into this 21<sup>st</sup> day of June, 2017, hereby approves this Second Amendment for lease L08-0331-AP (“the Lease Agreement”), between Estate of Stanley J. Gordon Jr., (“Lessee”), and Okaloosa County, Florida through its Board of County Commissioners (hereinafter the “County”).

**WITNESSETH:**

**WHEREAS**, on July 6, 2016, Lessee entered into an Assignment of Lease for Lease Agreement, L08-0331-AP with the County for Hanger Space at the Destin Executive Airport with a current expiration date of May 31, 2033; and

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

**WHEREAS**, the 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 10 titled “Care of Leased Premises” of L08-0331-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.

2. Section 26 “Place of Payments” of L08-0331-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.

3. 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, FLORIDA



Carolyn N. Ketchel, Chairman

Date: 01 June 17



ATTEST:

  
J.D. Peacock II, Clerk



LESSEE

[Signature]  
Estate of Stanley J. Gordon Jr.  
Jeffrey S. Gordon  
Date: 3/13/17

ATTEST:

[Signature]  
Witness

[Signature]  
Witness

ACKNOWLEDGMENTS

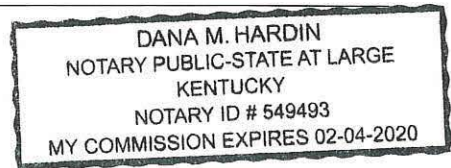
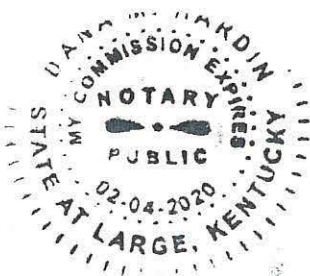
STATE OF Kentucky  
COUNTY OF Jefferson

Before me, the undersigned officer duly authorized to take acknowledgments in the COUNTY and STATE aforesaid, personally appeared JEFFREY S. GORDON 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 13th day of March, 2017, AD.

[Signature]  
NOTARY

My Commission Expires: \_\_\_\_\_





CA #10

## BOARD OF COUNTY COMMISSIONERS AGENDA REQUEST

**DATE:** June 20, 2017  
**TO:** Honorable Chairman and Members of the Board  
**FROM:** Tracy Stage  
**SUBJECT:** Amendment Two to Stanley J. Gordon Estate Hangar Lease  
**DEPARTMENT:** Airport  
**BCC DISTRICT:** 5

---

**STATEMENT OF ISSUE:** The Airports Department requests approval by the Board of County Commissioners for Amendment Two of the Estate of Stanley J. Gordon Jr. Hangar Lease Agreement, Block 6 Lot 1, at the Destin Executive Airport (L08-0331-AP).

**BACKGROUND:** On July 6, 2016, The Estate of Stanley J. Gordon Jr. entered into a Lease Agreement for Hangar Space at the Destin Executive Airport. On November 15, 2016, the Board approved new language for the storage of items in lessee's hangars. Estate of Stanley J. Gordon Jr., requests this new Care of Leased Premises language be added to his lease. 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 Estate of Stanley J. Gordon Jr.'s certificate of insurance is 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 Number Two to Estate of Stanley J. Gordon Jr.'s Hangar Lease at the Destin Executive Airport as described above.

**RECOMMENDED BY:**

  
Tracy Stage, Airport Director 6/13/2017

**APPROVED BY:**

  
John Hofstad, County Administrator 6/13/2017  
**John Hofstad, County Administrator**



**FOURTH ASSIGNMENT OF LEASE AND FIRST AMENDMENT  
L08-0331-AP**

**STANLEY J. GORDON JR. HANGAR LEASE AT THE  
DESTIN EXECUTIVE AIRPORT**

This First Amendment and Fourth Assignment of Lease made and entered into this 6th day of July, 2016, hereby approves of the assignment between Stanley J. Gordon Jr., (hereinafter the "Lessee"), whose principal address was 2410 Ampere Drive, Louisville, KY 40299, and to the Estate of Stanley J. Gordon Jr., (hereinafter the "Assignee"), whose principal address is, 715 Alta Vista Road, Louisville, KY 40206-2986 by Stanley J. Gordon Jr. and Okaloosa County, Florida through its Board of County Commissioners (hereinafter the "County"), whose principal address is 1250 N. Eglin Pkwy., Shalimar, FL 32579.

**WHEREAS**, the County entered into a Lease for Hangar Space at the Destin Airport with Hamilton Aviation, Inc. on June 1, 1993, Assignment of Lease from Hamilton Aviation to Lay-A-Way, Inc. on March 3, 1998, Assignment of Lease from Lay-A-Way, Inc. to Gorlin Aviation on September 12, 2000, Assignment of Lease from Gorlin Aviation to Stanley J. Gordon Jr. on June 10, 2003, Lease for Hangar Space Option on August 29, 2008 and Lease for Hangar Space Renewal on Jul 22, 2013 and the lease expires on May 31, 2033 ; and

**WHEREAS**, on September 12, 2015 Stanley J. Gordon Jr. passed away in a plane crash while performing in an air show in Tennessee; and

**WHEREAS**, the estate of Stanley J. Gordon Jr. wishes to maintain the deceased's hangar lease with the County.

**NOW THEREFORE**, in consideration of the mutual promises and covenants contained herein, the parties agree to the following:

**I. ASSIGNMENT OF LEASE L08-0331-AP**

Stanley J. Gordon Jr. hangar lease, L08-0331-AP, is hereby assigned to the Estate of Stanley J. Gordon Jr.

**II. CONSENT TO ASSIGNMENT**

1. The County hereby consents to the Assignment of Lease from Stanley J. Gordon Jr. to his Estate in accordance with Section 13 of the Lease for Hangar Space Renewal Agreement.

2. The Estate by execution of this Assignment of Lease and First Amendment, and in consideration of consent by the County of the same, is bound by all terms of the Lease Agreement, Assignment of Leases, Lease for Hangar Space Option and Lease for Hangar Space Renewal Agreement, as may be amended from time to time, and does hereby assume all responsibilities, duties, obligations, rights, and privileges as set forth in these agreements.

**L08-0331-AP  
LESSEE: Stanley J. Gordon  
DAP HANGAR LEASE BLOCK 6/LOT 1  
Expires: 5/31/2033**

1

**CERTIFIED A TRUE  
AND CORRECT COPY**

**JD PEACOCK II  
CLERK CIRCUIT COURT**

BY Mary A. Caven  
DEPUTY CLERK

DATE July 11, 2016



### III. AMENDMENT TO THE LEASE AGREEMENT

L08-0331-AP is hereby amended as follows:

IV. Section 17 c of the Lease for Hangar Space Renewal executed on July 22, 2013, is hereby amended to read:

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 Okaloosa County Airports, Airports Administration, 1701 State Road 85 North, Suite A, Eglin AFB, FL 32542-1498. On request, Lessee shall deliver an exact copy of the policy or policies including all endorsements.

V. Section 18 of the Lease for Hangar Space Renewal executed on July 22, 2013, is hereby amended 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 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 State Road 85 North, Suite 1, Eglin AFB, FL 32542-1498. The address of the Estate is: Stanley J. Gordon Jr. Estate, 715 Alta Vista Road, Louisville, KY 40206-2986.

VI. Section 12 of the Lease for Hangar Space Renewal executed July 22, 2013, is hereby amended to read:

Lessee shall pay all taxes, assessments, and other similar charges required by any local, state or federal law, including but not limited to such taxes and assessments as may from time to time be imposed by the County, if so authorized, which by law may be levied or assessed against any of the premises occupied by Lessee pursuant to this Lease Agreement, or which may arise out of or are incidental 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.



VII. All other provisions of the original Lease Agreement, Assignment of Leases, Lease for Hangar Space Option and Lease for Hangar Space Renewal shall remain in full force and effect through the duration of the Lease term.

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

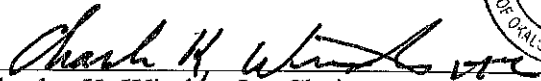
LEGAL REPRESENTATIVE OF  
STANLEY J. GORDON JR. ESTATE

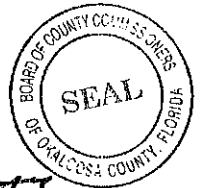
  
\_\_\_\_\_  
Jeffrey S. Gordon  
Date: 6/20/16

ATTEST:

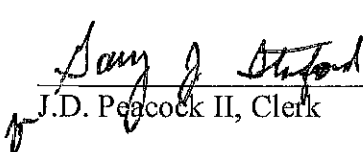
  
\_\_\_\_\_  
Witness  
  
\_\_\_\_\_  
Witness

OKALOOSA COUNTY

  
\_\_\_\_\_  
Charles K. Windes, Jr., Chairman  
Date: 7/7/16



ATTEST:

  
\_\_\_\_\_  
J.D. Peacock II, Clerk



ACKNOWLEDGMENTS

STATE OF Kentucky  
COUNTY OF Jefferson

Before me, the undersigned officer duly authorized to take acknowledgments in the COUNTY and STATE aforesaid, personally appeared JEFFREY S. GORDON 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 20<sup>th</sup> day of June, 2016, AD.

Dana M. Hardin  
NOTARY

My Commission Expires: \_\_\_\_\_

DANA M. HARDIN  
NOTARY PUBLIC-STATE AT LARGE  
KENTUCKY  
NOTARY ID # 549493  
MY COMMISSION EXPIRES 02-04-2020



# CERTIFICATE OF LIABILITY INSURANCE

GORDJA1

OP ID: TD

DATE (MM/DD/YYYY)

06/23/2016

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

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

<b>PRODUCER</b> Wenk Aviation Insurance, LLC 900 North Shore Dr., Suite 109 Lake Bluff, IL 60044 Tucker Wenk Deeter	<b>CONTACT NAME:</b> _____	
	<b>PHONE (A/C, No, Ext):</b> _____	<b>FAX (A/C, No):</b> _____
<b>E-MAIL ADDRESS:</b> _____		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A : Atlantic Specialty Ins Co</b>		
<b>INSURER B :</b> _____		
<b>INSURER C :</b> _____		
<b>INSURER D :</b> _____		
<b>INSURER E :</b> _____		
<b>INSURER F :</b> _____		

**INSURED**  
 The Estate of  
 Stanley J. Gordon Jr.  
 c/o Jeffrey S. Gordon  
 715 Alta Vista Road  
 Louisville, KY 40206

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Premises Liab	X		710027145-0007	06/22/2016	06/22/2017	EACH OCCURRENCE \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ not covered MED EXP (Any one person) \$ not covered PERSONAL & ADV INJURY \$ not covered GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ not covered
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED: _____ RETENTION \$: _____						<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE EACH OCCURRENCE \$ AGGREGATE \$
	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Property			710027145-0007	06/22/2016	06/22/2017	Building 167,600 Contents 5,000

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

Premises located at: 1001 Airport Road (Lot 1, Block 6 and Lot 5, Block 8), Destin, FL 32541. Building located at 1001 Airport Road (Lot 1, Block 6)

Certificate holder is named as an additional insured under liability coverages as respects operations of the Named Insured

**CERTIFICATE HOLDER****CANCELLATION**

Okaloosa County  
 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  
 Tucker Wenk Deeter

**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:**

JSG Aviation, LLC  
c/o Jeffrey Gordon  
715 Alta Vista Road  
Louisville, KY 40299

**POLICY NUMBER:** NAB4043264  
**POLICY PERIOD:** From December 21, 2015 To December 21, 2016  
**INSURANCE COMPANY:** Catlin Insurance Company, Inc.

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

Additional Insured: The Estate of Stanley J. Gordon, Jr.

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.

Subject to Date Change Recognition Endorsement.

Data included in this Certificate valid as of June 23, 2016.

**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.

By: W. Scott Brown  
W. Brown & Associates Insurance Services

Date of Issue: June 24, 2016  
Certificate No.: 1

**SCHEDULE OF AIRCRAFT**

<b>DESCRIPTION OF AIRCRAFT</b>				
No.	FAA Cert #	Serial #	Year/Make/Model	Insured Value
1	N700KM	158	2000 Socata TBM 700B EFIS	\$1,000,000

<b>PHYSICAL DAMAGE COVERAGE</b>			
No.	Deductibles		Physical Damage Coverage
	Not In Motion	In Motion	
1	\$2,500	\$2,500	F. All Risk Basis

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

<b>MEDICAL EXPENSES</b>			
No.	Including Crew	Each Person	Each Occurrence
1	Yes	\$5,000	\$30,000

# CERTIFICATE OF INSURANCE



26255 American Drive  
 Southfield, MI 48034-6112  
 Tel: (800) 482-2726

THIS IS TO CERTIFY TO: Okaloosa County, 5749 A Old Bethel Road, Crestview, FL 32536

THAT THE FOLLOWING POLICY/IES OF INSURANCE HAVE BEEN ISSUED TO: JSG Aviation, LLC,  
 715 Alta Vista Road, Louisville, KY 40299

POLICY NO. NDD0864773-01

POLICY PERIOD: From April 1, 2016 To April 1, 2017

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

- A. Aircraft Liability Single Limit for **Bodily Injury** and **Property Damage** Including **Passengers** Liability with **Passenger** liability Limited to
- B. Medical Expense Including crew
- C. Physical Damage to Your Aircraft

Limits of Liability

\$ 1,000,000.	each occurrence
\$ 100,000.	each passenger
\$ 5,000.	each passenger

Deductibles

ID Number	Year	Make and Model	Agreed Value	Physical Damage	Not in motion	In motion
N526CC	2014	CubCrafters Carbon Cub (wheels)	\$ 260,000.	F	\$ 100.	\$ 500.
			\$		\$	\$
			\$		\$	\$
			\$		\$	\$
			\$		\$	\$
			\$		\$	\$

PHYSICAL DAMAGE Coverage Identified

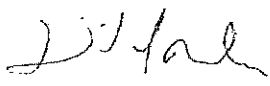
F. All Risk Basis      G. All Risk Not In Motion

THIS CERTIFICATE HOLDER AND THE ESTATE OF STANLEY J. GORDON, JR. ARE INCLUDED AS ADDITIONAL INSURED AS RESPECTS TO THE OPERATION OF THE INSURED AIRCRAFT. IN THE EVENT OF CANCELLATION, THIRTY (30) DAYS WRITTEN NOTICE (10 DAYS FOR NON-PAYMENT OF PREMIUM) SHALL BE PROVIDED FOR THE ABOVE CERTIFICATE HOLDER.

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

Certificate No. 3

Date of Issue: 6/24/2016

BY   
 (Authorized Representative)

POLICY NO.: NAB6001920

ATTACHED TO CERTIFICATE # 1

### CERTIFICATE OF INSURANCE

**THIS IS TO CERTIFY TO:**

Oskaloosa County  
Contracts & Lease Coordinator  
602-C N Pearl Street  
Crestview FL 32636

**THAT THE FOLLOWING POLICY OF INSURANCE HAS BEEN ISSUED TO:**

WD Aviation, Inc. and S. Jay Gordon  
c/o S. Jay Gordon  
240 Gulf Shore Dr., #633  
Destin, FL 32541

**POLICY NUMBER:** NAB6001920  
**POLICY PERIOD:** From June 20, 2016 To June 20, 2017  
**INSURANCE COMPANY:** American Alternative Insurance Corp.

**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.

Subject to Date Change Recognition Endorsement.

Data included in this Certificate valid as of June 20, 2016.

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.

By: W. Brown & Associates Insurance Services  
W. Brown & Associates Insurance Services

Date of Issue: June 17, 2016  
Certificate No.: 1

POLICY NO.: NAB6001920

ATTACHED TO CERTIFICATE # 1

**SCHEDULE OF AIRCRAFT**

DESCRIPTION OF AIRCRAFT				
No.	FAA Cert #	Serial #	Year/Make/Model	Insured Value
1	N525WD	525A0107	2002 Cessna Citation CJ2 525A	\$2,700,000

PHYSICAL DAMAGE COVERAGE			
No.	Deductibles		Physical Damage Coverage
	Not In Motion	In Motion	
1	Nil	Nil	F. All Risk Basis

AIRCRAFT LIABILITY COVERAGES				
No.	Single Limit Bodily Injury & Property Damage	Passenger Liability	Passenger Liability Limited To	
			Each Person	Each Occurrence
1	\$5,000,000	Included	XXXX	XXXX

MEDICAL EXPENSES			
No.	Including Crew	Each Person	Each Occurrence
1	Yes	\$5,000	\$45,000



4-3-13

fee

CONTRACT & LEASE  
INTERNAL COORDINATION SHEET

Contract/Lease Number: L08-0331-AP Tracking Number: 582-13  
Contractor/Lessee Name: Stanley Gordon EXP: 5-31-13  
Purpose: Renewal of lease  
Date/Term: 5-31-33  GREATER THAN \$10,000  
Amount: \$4,687.50 a year plus tax  \$10,000 OR LESS  
Department: Airports Dept. Monitor Name: David Miller

Purchasing Review

Procurement requirements are met:

[Signature]

Date: 4/5/13

Contracts/Lease Coordinator

Risk Management Review

Approved as written:

[Signature]

Date: 4/8/13

Risk Management Director

County Attorney Review

Approved as written:

[Signature]

Date: 4/12/13

County Attorney

Following Okaloosa County Board of County Commissioners approval:

Contract & Grant Review

Document has been appropriately reviewed and is executable:

Contracts & Grants Manager

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

CDG's

LEASE FOR HANGAR SPACE RENEWAL

BETWEEN

BOARD OF COUNTY COMMISSIONERS  
OKALOOSA COUNTY, FLORIDA

AND

STANLEY J. GORDON

You have exercised your option to renew your lease for an additional twenty years. This LEASE FOR HANGAR SPACE, fully executed this 22<sup>nd</sup> day of July, 2013, by and between the COUNTY OF OKALOOSA, a political subdivision of the State of Florida, acting by and through its BOARD OF COUNTY COMMISSIONERS (hereinafter called "COUNTY") and STANLEY J. GORDON (hereinafter called "LESSEE").

WITNESSETH:

COUNTY hereby lets to LESSEE and LESSEE hereby hires and takes from COUNTY at the Destin/Ft. Walton Beach Airport in the County of Okaloosa, State of Florida (hereinafter referred to as "AIRPORT"), that certain location designated as Block 6 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 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 renewal shall be for a term of TWENTY (20) years and shall take effect on June 1, 2013 and end on May 31, 2033.

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

**LEASE # L08-0331-AP**  
**STANLEY J. GORDON**  
**DAP HANGAR LEASE BLOCK 6 / LOT 1**  
**EXPIRES: 05/31/2033**

1

Instr # 2871118 BK: 3108 PG:1788,Page 1 of 10  
Recorded 07/25/2013 at 10:01 AM,  
RECORDING: \$46.50 RECORDING ARTICLE V: \$40.00

DEPUTY CLERK KSCHOOLCRAFT  
DON W. HOWARD, CLERK OF COURTS, OKALOOSA COUNTY, FL

06-21-13A08:57 RCVD

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: 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 5: RENTALS

#### a. GROUND LEASE:

LESSEE shall pay in advance an annual ground lease fee established by an independent appraisal. The fee shall be adjusted annually in accordance with Section 6. 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 THREE THOUSAND FORTY ONE (3,041) square feet at ONE DOLLAR FIFTY CENTS (\$1.50) cents per square foot per year for a total annual cost of FOUR THOUSAND FIVE HUNDRED SIXTY ONE DOLLARS AND FIFTY CENTS (\$4,561.50) plus tax.

#### b. 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 6: 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 7: UTILITIES

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

SECTION 8: RIGHTS OF LESSOR

a. It is understood and agreed that COUNTY may, in connection with the future development of said AIRPORT, require the space hereinabove 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 9: 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 10: CARE OF LEASED PREMISES

LESSEE shall keep said hangar and premises neat, clean, and orderly at all times. LESSEE shall not store anything on the premises other than those items specifically required to maintain the 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 11: 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 12: 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 13: ASSIGNMENT AND SUBLEASE

All subsequent transfers and assignments of any interest, including mortgages thereon, require written approval in advance by COUNTY and payment of an Approval Fee of ONE THOUSAND (\$1,000.00) dollars. 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 14: INSPECTION ON ASSIGNMENT

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

SECTION 15: RISK OF LOSS OR DAMAGE TO HANGAR

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

SECTION 16: RIGHTS OF ENTRY RESERVED

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

SECTION 17: INSURANCE

a. LIABILITY:

LESSEE agrees that LESSEE, shall, during the entire term or any extension of this LEASE, keep in full force and effect, a policy 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 ONE MILLION (\$1,000,000.00) dollars Combined Single Limit (CSL) each. The COUNTY reserves the right to increase the minimal aircraft liability and public liability insurance requirements as circumstances may warrant.

b. PROPERTY:

The 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.

LESSOR shall be listed as a joint loss payee with LESSEE on all property insurance policies unless LESSEE is required, under the terms of any mortgage or other security agreement, to name the lender therein as primary loss payee under such coverage. In the event the LESSOR, shall be named as second loss payee and other loss payee be subsequent to that.

c. All aircraft liability and public liability coverage shall be endorsed to include Okaloosa County as Additional Insured. In addition, all insurance policies shall contain a clause that the insurer will not cancel or change the insurance without first giving the COUNTY thirty (30) days prior written notice. Prior to occupying the Leased Premises

and annually upon renewal, LESSEE shall furnish COUNTY a Certificate of Insurance evidencing all required insurance. The Certificate(s) of Insurance shall be delivered to the Contracts and Lease Coordinator, 602-C N. Pearl Street, Crestview, FL 32536. On request, LESSEE shall deliver an exact copy of the policy or policies including all endorsements.

SECTION 18: NOTICES

Any and all notices to be given under this LEASE may be served by enclosing the same in a sealed envelope and directed to the other party at its address and deposited in the mail as first class mail with postage therein paid. When so given, such notice shall be effective from the date of mailing. Unless otherwise provided in writing by the parties hereto, the address of the AIRPORT DIRECTOR is as follows: Okaloosa County Airports, 1701 Highway 85 North, Eglin Air Force Base, Florida 32542-1498. The address of the LESSEE is: Stanley J. Gordon, 2410 Ampere Drive, Louisville, Kentucky 40299.

SECTION 19: HOLD HARMLESS

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

SECTION 20: BINDING NATURE OF LEASE

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

SECTION 21: PROHIBITED ACTIVITY

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

SECTION 22: COMMERCIAL ACTIVITY PROHIBITED

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

SECTION 23: RESTRICTIONS ON MECHANIC'S LIENS

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

would give rise to the filing of any lien against the demised premises or any part thereof. Such liens are hereby strictly prohibited

SECTION 24: TERMINATION BY LESSOR

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

SECTION 25: 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 26: PLACE OF PAYMENTS

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

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

SECTION 27: 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 28: LEGAL DESCRIPTION

Block 6 Lot 1: Commence at the Northeasternmost corner of Lot 35, Block A, Harbor Breeze Second Addition, as recorded in Plat Book 16, Page 30, Public Records of Okaloosa County, Florida; Thence S.38°00'00"E. (Basis of Bearings) along the East line of said Block A for a distance of 138.95 feet; Thence departing said East line proceed N.52°00'00"E. for a distance of 238.42 feet to the Point of Beginning; Thence N.38°00'00"W. for a distance of 50.43 feet; Thence N.52°00'00"E. for a distance of 60.30 feet; Thence S.38°00'00"E. for a distance of 50.43 feet; Thence S.52°00'00"W. for a distance of 60.30 feet to the Point of Beginning. Parcel described contains 3,041 square feet or 0.069 acres.

SECTION 29: ENTIRE LEASE

This LEASE consists of the following: Sections 1 to 29. 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.

(The remainder of this page intentionally left blank)

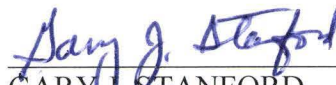
IN WITNESS, the parties hereto have executed these presents as of the day and year first above written.

BOARD OF COUNTY COMMISSIONERS  
OKALOOSA COUNTY, FLORIDA

  
DON R. AMUNDS  
CHAIRMAN



ATTEST:

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



  
STANLEY J. GORDON

  
WITNESS

  
WITNESS

ACKNOWLEDGMENTS

STATE OF Kentucky  
COUNTY OF Jefferson

Before me, the undersigned officer duly authorized to take acknowledgments in the COUNTY and STATE aforesaid, personally appeared STANLEY J. GORDON 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.

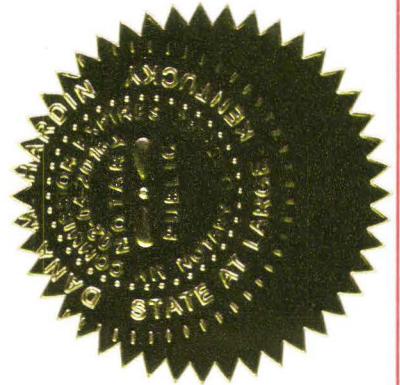
Sworn and subscribed before me this 18<sup>th</sup> day of June, 2013, AD.

Dana M. Hardin

NOTARY

My Commission expires: \_\_\_\_\_

DANA M. HARDIN  
Notary Public-State at Large  
KENTUCKY - Notary ID # 459362  
My Commission Expires February 04, 2016



# SPECIALTY AVIATION UNDERWRITERS, LLC.

## Certificate of Insurance

This is to certify to  
(Certificate Holder):

Okaloosa County  
Contract & Lease Coordinator  
602-C N. Pearl Street  
Crestview, FL 32536

331  
329

The following policy (ies)  
have been issued to:

S. Jay Gordon and Float Dancer, Inc  
2410 Ampere Drive  
Louisville, KY 40299

**AIRCRAFT POLICY NO:**  
**INSURANCE COMPANY:**

SA104013-04

**POLICY PERIOD:** FROM: 05/09/2013 TO: 05/09/2014  
**OLD UNITED CASUALTY COMPANY (d/b/a VANTAGE CASUALTY  
IN THE STATE OF CALIFORNIA)**

**LIABILITY COVERAGES:**

- Bodily Injury
- Property Damage
- Passenger Bodily Injury
- Single Limit Including Passengers,
- with Passenger Liability Limited to:

LIMITS OF LIABILITY	
EACH PERSON	EACH OCCURRENCE
\$	\$
\$ XXXX	\$
\$	\$
\$ XXXX	\$1,000,000
\$100,000	\$ XXXX

**DESCRIPTION OF AIRCRAFT**                      **PHYSICAL DAMAGE COVERAGE:**    **ALL RISKS GROUND AND IN-FLIGHT**

FAA NUMBER	YEAR	MAKE & MODEL	INSURED VALUE	DEDUCTIBLES	
			NOT IN-MOTION	IN-MOTION	
N630SM	1999	Extra EA 300/L	\$200,000	\$100	\$500
N139RT	1983	Aero L-39 Albatros	\$250,000	\$25,000	\$25,000
N77799	1943	Boeing Stearman	\$150,000	\$100	\$500
N160WW	2007	Aviat Husky A-1B	\$160,000	\$250	\$2,500

As respects any Aircraft Owned and Operated by the Named Insured and covered under the above referenced Policy

**This Certificate Holder is:**

- Included as a Loss Payee for Aircraft Physical Damage Coverage.
- Provided Breach of Warranty Coverage on Aircraft Physical Damage Coverage not to exceed 90% of the Insured Value.
- Is included as an Additional Insured, but only with respect to operations of the Named Insured.
- Is provided a Waiver of Subrogation, but only as respects Aircraft Physical Damage Coverage.

**OTHER COVERAGES/CONDITIONS/REMARKS:**

Provision has been made to give the Certificate Holder thirty (30) days Notice of Cancellation 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.

**Specialty Aviation Underwriters, LLC.**  
**Representative:**

Agency Name:      Wenk Aviation Insurance Agency, Inc.  
Agency Phone:    847-433-8370

*Philip Wagner*

Date: 5/21/2013

Wenk Insurance Agencies, Inc.  
600 Central Avenue, Suite 315  
Highland Park, IL 60035  
Phone: 847-433-8370 Fax: 847-433-1345

Okaloosa County  
Contract & Lease Coordinator  
602-C N. Pearl Street  
Crestview, FL 32536

<b>MEMO</b>		Page 1
ACCOUNT NO.	OP	DATE
GORDJA1	NL	05/22/2013
<b>POLICY INFORMATION</b>		
POLICY #		
SA104013		
TYPE	EFFECTIVE	EXPIRATION
AVIA	05/09/2013	05/09/2014

Re: S. Jay Gordon

LEASE FOR HANGAR SPACE OPTION

BETWEEN

BOARD OF COUNTY COMMISSIONERS  
OKALOOSA COUNTY, FLORIDA

AND

STANLEY J. GORDON

This LEASE FOR HANGAR SPACE fully executed this 29<sup>TH</sup> day of August, 2008, by and between the COUNTY OF OKALOOSA, a political subdivision of the State of Florida, acting by and through its BOARD OF COUNTY COMMISSIONERS (hereinafter called "COUNTY") and STANLEY J. GORDON (hereinafter called "LESSEE").

WITNESSETH:

COUNTY hereby lets to LESSEE and LESSEE hereby hires and takes from COUNTY at the Destin/Ft. Walton Beach Airport in the County of Okaloosa, State of Florida (hereinafter referred to as "AIRPORT"), that certain location designated as Block 6 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 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 have an expiration date of May 31, 2013.

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

L08-0331-AP5-157  
LESSEE: STANLEY GORDON  
DAP BLOCK 6/LOT 1  
EXPIRES: 5/31/2013

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. GROUND LEASE:

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 the Airports Director, Okaloosa County Airports, 1701 Highway 85 North, Eglin Air Force Base, Florida, 32542-1498. The lease includes THREE THOUSAND ONE HUNDRED TWENTY FIVE (3,125) square feet at FORTY EIGHT (\$.48) cents per square foot per year for a total annual cost of ONE THOUSAND FIVE HUNDRED DOLLARS (\$1,500.00) plus tax.

b. 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. 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 insurance with respect to the Leased Premises. The limits of aircraft liability and public liability shall not be less than ONE MILLION (\$1,000,000.00) dollars Combined Single Limit (CSL) each. The COUNTY reserves the right to increase the minimal aircraft liability and public liability insurance requirements as circumstances may warrant.

b. PROPERTY:

The 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: Stanley J. Gordon, 2410 Ampere Drive, Louisville, Kentucky 40299.

#### 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.

#### SECTION 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 32542-1498

SECTION 28: CONSTRUCTION AND APPLICATION OF TERMS

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

Contains 3,125 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. RENT:

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. NOTICE:


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.

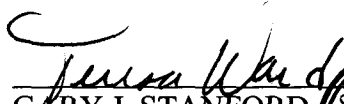
IN WITNESS, the parties hereto have executed these presents as of the day and year first above written.

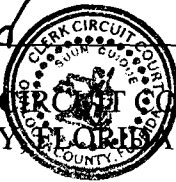
BOARD OF COUNTY COMMISSIONERS  
OKALOOSA COUNTY, FLORIDA

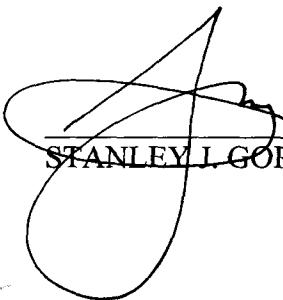
  
\_\_\_\_\_  
JAMES CAMPBELL  
CHAIRMAN

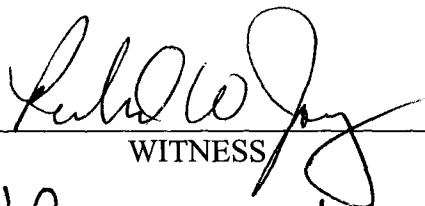


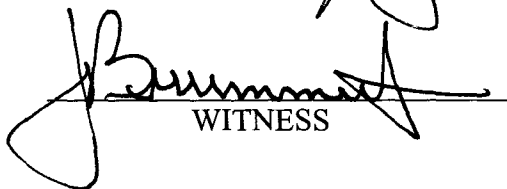
ATTEST:

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



  
\_\_\_\_\_  
STANLEY I. GORDON

  
\_\_\_\_\_  
WITNESS

  
\_\_\_\_\_  
WITNESS

ACKNOWLEDGMENTS

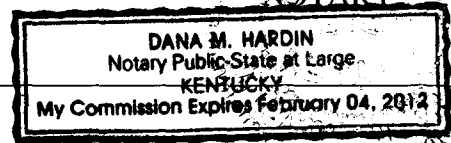
STATE OF FLORIDA  
COUNTY OF OKALOOSA

Before me, the undersigned officer duly authorized to take acknowledgments in the COUNTY and STATE aforesaid, personally appeared STANLEY J. GORDON 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 19 day of August, 2008, AD.

*Dana M. Hardin*  
NOTARY

My Commission expires: \_\_\_\_\_





GORDJA1

OP ID: TD

### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/12/2014

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

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

<b>PRODUCER</b> Wenk Aviation Insurance, LLC 900 North Shore Dr., Suite 109 Lake Bluff, IL 60044 Tucker Wenk Deeter	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): <b>847-235-2491</b>	FAX (A/C, No): <b>847-235-2559</b>
	<b>E-MAIL ADDRESS:</b>	
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURED</b> S. Jay Gordon 2410 Ampere Dr Louisville, KY 40299	<b>INSURER A : OneBeacon Insurance</b>	
	<b>INSURER B :</b>	
	<b>INSURER C :</b>	
	<b>INSURER D :</b>	
	<b>INSURER E :</b>	
	<b>INSURER F :</b>	

**COVERAGES**

**CERTIFICATE NUMBER:**

**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Premises Liab	X		710027145-0005	06/22/2014	06/22/2015	EACH OCCURRENCE \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ not covered MED EXP (Any one person) \$ not covered PERSONAL & ADV INJURY \$ not covered GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COM/OP AGG \$ not covered
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Property Section	X		710027145-0005	06/22/2014	06/22/2015	Building 167,600 BPP 5,000

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

HANGAR ADDRESSES:  
 Lot 1 Block 6 and Lot 5 Block 8, 1001 Airport Rd, Destin, FL 32541.  
 Certificate holder is included as additional insured and loss payee

<b>CERTIFICATE HOLDER</b>  OKALOOS  Okaloosa County Attn: Contracts & Lease Coord. 602-C N. Pearl Street Crestview, FL 32536  LOB-0331-AD	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE Tucker Wenk Deeter
--	--

12-10-14P03:25 RCVD