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ACORD 21 (20	016/03) The	ACORD nan	ne and I	logo are registe	red m		09, 2015 ACOR RD	D CORP(ZATION.	An right	s reserved.

CONTRACT #: L17-0456-AP TIMERVIEW HELICOPTERS, INC. OPERATING AGREEMENT FOR SIGHTSEEING OPERATIONS EXPIRES: 01/01/2022



DATE (MM/DD/YYYY)

01/07/2021

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ACORD 21 (2016/03)

The ACORD name and logo are registered marks of ACORD



DATE (MM/DD/YYYY)

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CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date:	04/24/2017
Contract/Lease Control #:	<u>L17-0456-AP</u>
Bid #:	<u>N/A</u>
Contract/Lease Type:	AGREEMENT
Award To/Lessee:	TIMBERVIEW HELICOPTERS, INC.
Owner/Lessor:	<u>OKALOOSA COUNTY</u>
Effective Date:	<u>4/18/2017</u>
Expiration Date:	4/14/2049
Description of Contract/Lease:	TIMBERVIEW HELICOPTERS SUB-LEASE AND OPERATING AGREEMENT
Department:	AP
Department Monitor:	STAGE
Monitor's Telephone #:	850-651-7160
Monitor's FAX # or E-mail:	<u>TSTAGE@CO.OKALOOSA.FL.US</u>

Closed:

Cc: Finance Department Contracts & Grants Office

		<u> </u>									DATE (MMDDYYYY)
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DATE (MMDD/YYYY)

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Crestview,	FL :	32536				Ì	7.3		i			
ACORD 21 (2	2016/03	3) The A	CORD name	and log	jo are register	ed ma		09, 2015 ACORC RD	CORPO	RATION.	All rights	reserved.

ACORD

CERTIFICATE OF AIRCRAFT INSURANCE

DATE(MMODITYY)

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OPERATING AGREEMENT FOR SIGHTSEEING FLIGHT OPERATIONS

BOARD OF COUNTY COMMISSIONERS OKALOOSA COUNTY, FLORIDA

TO

TIMBERVIEW HELICOPTERS, INC.

This OPERATING AGREEMENT FOR SIGHTSEEING FLIGHT OPERATIONS, fully executed this <u>18th</u> of <u>April</u>, 2017, 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 TIMBERVIEW HELICOPTERS, INC. (hereinafter referred to as "OPERATOR").

Section 1: Term

Lynx FBO Destin

Operator has a Ramp Space License Agreement with Destin Jet Aviation to lease apron space and operate its business to conduct sightseeing flight operations from the Destin Executive Airport. This Operating Agreement shall coincide with Destin Jet's License Agreement for the expiration date and renewal periods. Once the License Agreement with Destin Jet as expired or is terminated this Operating Agreement is automatically terminated.

Section 2: Fee

Operator shall pay County five percent (5%) of gross sales for the privilege of operating at the airport. Gross sales shall not be offset with other expenses of operation. Certified report of gross sales and all expenses shall be submitted monthly with the payment of the aforesaid fee.

Section 3: Required Reports

Operator shall submit to the office of the Airports Director at the address Okaloosa County Airports, 1701 State Road 85 North, Suite 1, Eglin AFB, FL 32542-1498 by the tenth (10th) day of each month, a monthly Gross Sales Receipts Activity Report (Attachment 3) for the preceding month, supplied by the Airports Director, which will reflect the number of flights per day, the number of passengers carried by each flight per day, total gross sales each day, five percent (5%) of gross sales due to the County, and the required Florida Sales Tax based on the 5% due to the County. The Monthly Gross Sales Receipt Activity Report must be certified and signed by an authorized representative of Timberview Helicopters.

A monthly Profit and Loss statement reflecting the preceding month's expenses shall be submitted to the office of the Airports Director at the address Okaloosa County Airports, 1701 State Road 85 North, Suite 1, Eglin AFB, FL 32542-1498 by the tenth (10th) day of each month.

The monthly Profit and Loss Statements must be certified and signed by an authorized representative of Timberview Helicopters.

Section 4: Payment Effective Date

Operator shall submit payment and the certified report for the preceding month to County monthly no later than the tenth (10th) day of the following month.

Section 5: Late Charges

If Operator fails to pay within thirty (30) days for gross sales as herein described, Operator shall then pay interest to the County at the maximum legal allowable rate authorized by the State of Florida. If any fee or other charge remains delinquent for a period of sixty (60) days, County shall have the right to terminate the Operating Agreement.

Section 6: Place of Payments

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, FL 32542-1498.

Section 7: Tax and Assessment

Operator 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 Operator pursuant to this Operating Agreement, or which may arise out of or are incidental to the conduct of Operator's operation and activities under this Agreement or by reason of Operator's occupancy of its facilities or use of County facilities under this Agreement. Operator shall protect, reimburse and indemnify County from and assume all liability for its tax and assessment obligations under the terms of this Operating Agreement.

Section 8: Audit by County

Notwithstanding any provision in this Agreement to the contrary, County or its representative(s) may at any time perform audits of all or selected operations performed by Operator under the terms of this Agreement. In order to facilitate the audit performed by County, Operator agrees to make suitable arrangements with the Certified Public Accountant, who is responsible for preparing the audit report on behalf of Operator, to make available to County's representative(s) any and all working papers relevant to the audit performed by the Certified Public Accountant. County or its representative(s) shall make available to Operator a copy of the audit report prepared by or on behalf of County. Operator shall have thirty (30) calendar days from receipt of the audit report from County or its representative(s) to provide a written response to County regarding the audit report. Operator agrees that failure of Operator to submit a written response to the audit report in accordance with the requirements of this Article shall constitute acceptance of the audit report as issued.

Section 9: Hold Harmless

Operator shall Hold Harmless, to the fullest extent permitted by law, Operator 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 negligence, recklessness, or intentional, wrongful conduct of Operator and other persons employed or utilized by Operator in the performance of this Operating Agreement.

Section 10: Insurance

Operator shall provide a current Certificate of Insurance prior to occupying the premises and annually upon renewal reflecting Aviation Premises Liability in an amount not less than One Million (\$1,000,000.00) dollars and Property Damage in an amount not less than One Hundred Thousand (\$100,000.00) and shall name Okaloosa County as an Additional Insured throughout the period of said operations. The insurance policy shall contain a clause that insurer will not cancel or change the insurance without first giving County thirty (30) days prior written notice. Operator is not permitted to fly further than a 25 mile radius from the Airport unless proof of insurance is provided that demonstrates coverage outside that range and is approved by the Okaloosa County Risk Manager. On request, Operator shall deliver an exact copy of the policy or policies including all endorsements.

Section 11: Rules and Regulations

Operator shall comply with all Airport rules and regulations and all applicable federal, state, and local rules and regulations. Operator shall be subject to the rules and regulations as defined in the approved Minimum Standards and Operating Policy for Okaloosa County general aviation airports, most specifically for fueling of aircraft by private owners, with such Minimum Standards attached herewith and made a part of this Operating Agreement as Attachment 1 and Operating Policy attached herewith and made a part of this Operating Agreement as Attachment 2.

Section 12: Requirements

Operator shall provide a copy of applicable federal authorization to conduct said operations and shall provide a copy of all certifications applicable to conduct said operations.

Section 13: Procedures

Operator shall conduct said operations from the hours of daylight to sunset only. VFR helicopter operations will be conducted using approved traffic patterns, areas, altitudes, routes and procedures in accordance with Eglin Radar Control facility and Okaloosa County Airports Letter of Agreement for Air Traffic Control Services and FAA PART 93 rules. (Exhibit 1) Helicopters are requested to avoid low altitude flight over homes adjacent to the Airport. Operator shall be responsible for crowd control of its customers as well as observers inside and outside of the Airport's security fence and shall be required to direct traffic to ensure safety at its location.

Operator shall maintain strict control of vehicles and pedestrians in its operational area to preclude unauthorized access to other areas of the Airport.

Section 14: Care of Premises

Operator shall keep premises neat, clean and orderly at all times. Operator shall not store anything on the premises other than those items specifically required to maintain Operator's aircraft. All petroleum products, solvents, cleaners and flammable material shall be stored in an approved fireproof rated cabinet. Used petroleum products, solvents, cleaners and cleaning materials shall be disposed of both in accordance with all governmental regulations and off the County premises. Operator shall at its sole expense maintain the structural integrity of all temporary operational interior fence boundaries for the purpose of security, safety, and operational containment.

Section 15: Third Party Beneficiaries

It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

Section 16: Termination

County may terminate this Operating Agreement at any time upon fifteen (15) days prior written notice.

(The remainder of this page intentionally left blank)

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

OKALOOSA COUNTY, FLORIDA

10011 SEAL OARD Carolyn N. Ketchel Chairman, Board of County Commissioners Date: 18 2017 4LOOSA CC

ATTESTS:

D. Peacock II Clerk of Circuit Court Date: <u>4/18/17</u>

TIMBERVIEW HELICOPTERS

Justin Johnson

Justin Johnson Date: 4-10-2017

ATTESTS:

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ACKNOWLEDGMENTS

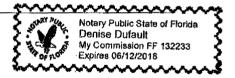
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Before me, the undersigned officer duly authorized to take acknowledgments in the COUNTY and STATE aforesaid, personally appeared JUSTIN JOHNSON who, under oath, deposes and says that HE is a duly authorized representative of TIMBERVIEW HELICOPTERS, to execute contracts and lease agreements and that HE executed the foregoing instrument for the uses and purposes contained therein.

SWORN and SUBSCRIBED before this _// day of _____ pnl , 2017.

NOTARY PUBLIC

My Commission expires:





Attachment 1

BOARD OF COUNTY COMMISSIONERS OKALOOSA COUNTY, FLORIDA

MINIMUM STANDARDS FOR FULL-SERVICE FIXED BASE OPERATIONS AND SPECIALTY SERVICE OPERATIONS

BOB SIKES AIRPORT DESTIN/FT. WALTON BEACH AIRPORT

BOARD OF COUNTY COMMISSIONERS OKALOOSA COUNTY, FLORIDA

MINIMUM STANDARDS FOR FULL-SERVICE FIXED BASE OPERATIONS AND SPECIALITY SERVICE OPERATIONS

BOB SIKES AIRPORT - DESTIN/FT. WALTON BEACH AIRPORT

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MINIMUM STANDARDS FOR FULL-SERVICE FIXED BASE OPERATIONS AND SPECIALITY SERVICE OPERATIONS

BOB SIKES AIRPORT - DESTIN/FT, WALTON BEACH AIRPORT

SECTION 1. GENERAL PROVISIONS:

a. A full-service Fixed Base Operator (hereinafter referred to as "FBO") shall, at its sole expense, provide and maintain all equipment, facilities, and aircraft necessary to provide the required services and level of performance in a clean and safe condition at all times. In addition, all personnel of the FBO shall conduct themselves in a courteous and businesslike manner at all times. Personnel who have public/customer contact (excluding pilots and office personnel) shall be clothed in attractive uniforms with appropriate insignia and nameplate so they may be readily identified by customers. AIRPORT personnel will conduct inspections and evaluations, at least on a weekly basis, to ensure conformity with these standards. The AIRPORT personnel will also survey customers and users periodically to determine the overall quality of service being rendered by the FBO.

The FBO shall furnish good, prompt, courteous, and efficient services adequate to meet all reasonable demands on a fair, reasonable, and nondiscriminatory basis to all users of the AIRPORT. It shall maintain and operate its business in a first-class manner and shall at all times keep the premises in a safe, clean, and orderly condition, consistent with the business activity contemplated hereunder and satisfactory to the BOARD.

The FBO shall be properly staffed to provide services during minimum normal operating hours between 7:00 A.M. and 10:00 P.M., seven (7) days a week, and other hours when necessitated by business or emergency conditions.

b. Specialty Service Operators will be properly staffed to provide services during minimum normal operating hours between 8:00 A.M. and 5:00 P.M., five (5) days a week.

c. The FBO shall select and appoint a full-time manager of its operation herein authorized. Such manager shall be highly qualified and experienced, and vested with full power and authority to act in the name of the operator in respect to the method, manner, and conduct of the services to be performed hereunder. Such manager shall be available at the AIRPORT during regular business hours, and during the manager's absence, a duly authorized subordinate shall be in charge and available at the AIRPORT.

The FBO shall provide, at its sole expense, a sufficient number of employees to effectively and efficiently provide the services herein authorized. All operators shall control the conduct, demeanor, and appearance of its employees and representatives. Such employees shall be trained by the operator and shall possess any technical qualifications and hold certificates of qualification as may be required for such employee to carry out assigned duties. It shall be the responsibility of the operator to maintain close supervision over its employees to assure a high standard of service to customers of the operator. Upon reasonable objection from the BOARD concerning the conduct, demeanor, or appearance of any employee, the operator shall forthwith take all steps necessary to remove the cause of the objection.

d. All operators shall comply with all applicable local, state, and federal environmental statutes and regulations, including but not limited to, requirements for aboveground storage tanks and piping, for the disposal of waste oil and other potentially hazardous substances, and for the refueling of aircraft and vehicles.

SECTION 2. FACILITIES:

The FBO shall lease a minimum of One Hundred Thousand (100,000) square feet to provide space for all buildings, aircraft parking, paved ramp area, and employee and customer parking.

a. The FBO shall provide a minimum of one thousand (1,000) square feet of properly lighted, heated and air conditioned building space on airport property for office, restrooms, and public use area.

b. The FBO shall provide a minimum of ten thousand (10,000) square feet of clear-span hangar of adequate dimensions to accommodate storage, maintenance, and repair of aircraft normally frequenting the AIRPORT.

c. The FBO shall provide a minimum of seventy-five thousand (75,000) square feet of paved area for the parking, tie-down, and maneuvering of aircraft.

d. The FBO shall have a minimum paved area sufficient to park and maneuver a minimum of twenty (20) automobiles for employee and patron parking.

e. No building, structure, tie-downs, ramps, paving, taxi areas, or other improvements or additions to the AIRPORT shall be altered, removed, placed, or constructed on the AIRPORT without the prior approval of the BOARD or its authorized representative. In the event of any construction, the BOARD may, at its discretion, require an appropriate bond to guarantee the completion of construction and/or demolition. The BOARD reserves the right to review any proposals for construction on the AIRPORT, particularly in regard to conformity with the existing Airport Layout Plan. Any proposal for construction on the AIRPORT shall be aesthetically compatible with existing buildings on the AIRPORT.

Off-airport facilities with access with access to the airfield ("through-the-fence" operations) are strictly prohibited.

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SECTION 3. HANGARING, PARKING, AND TIE-DOWN:

The FBO shall provide, as a minimum, main hangar parking for at least four (4) twinengine, based aircraft of 12,500 pounds or less, and apron parking for a minimum of twenty (20) based or itinerant aircraft.

SECTION 4. LINE SERVICE:

The FBO shall, during normal business hours, provide line service as follows:

a. Ramp parking and tie-down assistance, including ramp personnel and vehicles as appropriate;

b. Tie-down ropes, chains, and anchors;

c. Aircraft towing services utilizing motor driven drawbar vehicles capable of moving single and multi-engine aircraft weighing up to 12,500 pounds;

d. Mobile electrical ground power assistance with a minimum 14/28 volt, 1,600 ampere surge capacity;

e. Cabin cleaning including on-board toilet, and catering services.

SECTION 5. MAINTENANCE AND REPAIR SERVICES:

The FBO shall provide service and repair of aircraft airframes and powerplants. The FBO must hold all applicable certificates/ratings and must offer these services for small aircraft of 12,500 pounds and under. The FBO must also meet all requirements as specified under FAR Parts 43, 65, and 145 for the operation of a certified repair station, not less than airframe Class 3 rating. The FBO is allowed, but not required, to provide repair, sales, and service of aircraft avionics, radios, instruments and other limited class ratings for propellers, accessories, and powerplants. If the FBO chooses to provide avionics, radio, instrument, propeller, accessory, or powerplant repair service, the service personnel must hold all applicable certificates and ratings required under FAR Part 145.

SECTION 6. MISCELLANEOUS CUSTOMER SERVICES:

The FBO shall provide a facility and trained employees who are capable of providing the following:

a. UNICOM equipment to facilitate airborne customer requests;

b. A discreet flight planning area properly equipped with appropriate wall charts, AIM, NOTAM's board, and a local-access telephone to contact the Flight Services Station.

c. Flight planning aids and miscellaneous small flight aid and comfort accessories;

d. Conveniently located pay telephones;

e. A convenient, comfortably furnished, public waiting area with adjoining restroom facilities;

f. A discrete vending area within the FBO premises with the availability of both hot and cold beverages and prepackaged snacks;

g. Aviation grade inflight oxygen refills upon 24-hour notice;

h. Acceptance of one or more national bank and one or more oil company credit cards for fueling, line, and related services.

SECTION 7. AIRCRAFT CHARTER AND TAXI SERVICE:

The FBO shall provide aircraft charter and taxi service and must occupy a minimum of 200 square feet of properly lighted, heated and air conditioned space on the AIRPORT for office and public use areas with such minimum space to be in addition to the minimum space requirements as identified in Section 2a of these Minimum Standards. The FBO must hold a valid FAA Commercial Air Taxi Operator's Certificate under Part 135 and be registered with the Civil Aeronautics Board, or replacement agency, under the Economic Regulations of Part 298 with ratings appropriate to, and licensing for, the functions to be accomplished. The FBO shall provide an adequate number of aircraft meeting all requirements of the certificates held. At least one (1) aircraft shall be multi-engine and completely equipped for flight under instrument conditions. Aircraft shall be owned by, or leased to, the FBO by agreement in writing, and shall meet all applicable requirements of Part 135 of the Federal Aviation Administration (FAA) regulations. The FBO shall provide an FAA-certified commercial pilot with instrument rating for each aircraft and who is authorized to conduct charter and air taxi operations.

SECTION 8. FLIGHT INSTRUCTION:

The FBO shall provide flight instruction and must occupy a minimum of 400 square feet of properly lighted, heated and air conditioned space on the AIRPORT for use as office, classroom, and briefings with such minimum space in addition to the minimum space requirements as identified in Section 2a of these Minimum Standards. The FBO shall employ at lease one (1) full-time pilot who is properly certified by the FAA as a flight instructor with appropriate instrument ratings to cover instruction for both primary and complex flight instruction for multi-engine and single engine aircraft as certified by FAR Part 141. The FBO shall own or have under written lease at least two (2) properly certified aircraft equipped for flight instruction, with at least one of those aircraft fully equipped for instrument flight instruction.

SECTION 9. ASSISTANCE TO DISABLED AIRCRAFT:

The FBO shall, on thirty (30) minutes notice during normal business hours, and two (2) hours notice after normal business hours, provide equipment and trained personnel to remove disabled aircraft with a gross weight of 12,500 pounds or less from the Air Operations Area (AOA), and shall be required to perform such service on request of, and with acceptable release from, the owner or operator of the disabled aircraft, or the Airports Director or his or her designee.

SECTION 10. FUEL AND LUBRICANTS:

The FBO may provide aviation fuels, including Jet A and 100LL octane aviation gasoline, in sufficient quantities to meet the needs of the based and itinerant general aviation customers at the AIRPORT if the FBO is currently and continually providing services as set forth in Sections 2 through 9 of these Minimum Standards. The FBO must be in full compliance with such services and certified in compliance by the Airports Director prior to the FBO being granted permission to provide aviation fuels under this Section 10. In the event the FBO does not currently provide such services as identified in Sections 2 through 9 and/or fails to continually provide such services, in that event, the FBO will not be granted permission or permission will be withdrawn to provide aviation fuels at the AIRPORT. The Airports Director will periodically conduct inspections of the leased premises to certify the FBO is in compliance with all applicable sections of these Minimum Standards.

The FBO Shall provide, as a minimum, one (1) mobile tender (fuel truck) for Jet A fuel with a capacity of at least 2,000 gallons and one (1) mobile tender (fuel truck) of at least 1,000 gallon capacity of 100LL octane aviation gasoline.

The following general rules shall govern the refueling, defueling, oil services and sumping of aircraft, and the place of fuels in storage tanks or dispensers:

a. No aircraft shall be refueled, defueled, or oil-serviced while aircraft engines are running or being warmed by application of heat, and/or while such aircraft is in a hangar. Aircraft shall be refueled on hard surface areas only and only in areas approved by the Airports Director.

b. No person shall smoke or permit any open flame on the airfield within the perimeter fence, within 100 feet of an aircraft undergoing fuel servicing, or within 50 feet of any hangar.

c. Prior to the fuel servicing of any aircraft, it and the fuel dispensing equipment shall be grounded to a point or points of zero electrical potential in order to prevent the possibility of static ignition of volatile liquids.

d. All equipment used to store or deliver fuel to aircraft or vehicles shall be inspected by a qualified representative of the County's Environmental Services Department on a semi-annual basis. Environmental officers are authorized to require and enforce the immediate cessation of fuel service operations under conditions which they deem jeopardizes public safety. All other situations which violate any provisions contained herein shall be cured by the FBO in a timely manner as determined by the Airports Director.

e. Fueling, pumps, meters, hoses, nozzles, fire extinguishers, and grounding devices shall be UL - approved where applicable and will be kept in first class condition at all times.

f. Fuel pumps shall be powered and the flow shall be controlled by a deadman flow control in the nozzle. Nozzles shall have a cable with a plug or clip for bonding to the aircraft. Pouring or gravity flow shall not be permitted.

g. Fuel systems shall have a means for quickly and completely stopping fuel flow in the event of an emergency. Fuel dispensing containers shall have a valve mechanism such that water or other contaminants can be drained from the lowest portion of the tank. An in-line filtration system utilizing a 5-micron or less fuel filter element shall be included in the dispensing system.

h. When a malfunction of the refueling equipment is detected, all refueling operations shall cease immediately and the malfunctions or irregularities detected on or within the aircraft being serviced will be brought to the attention of the aircraft owner or the FBO immediately.

i. Crews engaged in the fueling and defueling of aircraft shall exercise extreme caution to prevent spills. When a spill occurs, servicing will cease, the County's Environmental Services Department will be notified immediately, and spills will be removed or absorbed with suitable material dependent upon the nature of the spill, and approval by the Airports Director, and in conformance with all local, state, and federal rules.

j. During fuel handling operations in connection with any aircraft, no less than two (2) CO2 or approved dry chemical fire extinguishers of ten pounds or larger shall be immediately available for use in connection therewith.

k. No person shall perform or allow performance of any refueling activity when lighting is observed in the immediate vicinity of the AIRPORT or during an electrical storm.

1. No person shall use any material or equipment during fueling and defueling operations which is likely to cause a spark or ignition.

m. No person shall start the engine of an aircraft when there is a flammable substance on the ground under or around the aircraft.

n. All hoses, funnels, and appurtenances used in fueling and defueling operations shall be equipped with a grounding device to prevent ignition of volatile liquids. Furthermore, funnels shall be metal and have a capacity of not less than two (2) gallons to reduce the risk of spillage.

o. No aircraft shall be fueled or defueled while passengers are on board the aircraft.

p. No airborne radar equipment shall be operated or ground tested on any area wherein the directional beam of high intensity radar is within 300 feet, or low intensity radar (less than 50KW output) is within 100 feet of another operation or aircraft refueling truck.

q. During fueling and defueling, fuel handling devices and vehicles shall be placed so as to be readily removed in the event of fire so as to permit direct driving away from the loading or fueling position. Not more than one refueling truck shall be positioned to serve the same aircraft.

r. Fuel shall not be transferred from a vehicle fuel system to an aircraft fuel tank or intermediary tank for the purpose of fueling aircraft.

s. Storage of fuel shall be in compliance with all applicable federal, state, local and EPA requirements.

SECTION 11. SPECIAL AERONAUTICAL ACTVITIES AND SERVICES:

The following categories of services may be as an optional service offered by a fullservice FBO, or as an approved Specialty Service Operator:

a. AVIONICS INSTRUMENT SALES, SERVICES AND REPAIRS - The operator engaged in aircraft avionics must occupy a minimum of 300 square feet of properly lighted, heated and air conditioned space on the AIRPORT for office, shop, and other needs. The operator shall have available to it at all times, by ownership, lease, or contract, hangar space to accommodate customer requirements. The operator must provide aircraft avionics, radio, and instrument repair service and shall hold all applicable certificates and ratings required under FAR Parts 145 and 65 and may, in addition, engage in aircraft radio and instrument sales.

b. AIRCRAFT RENTAL - The operator engaged in the rental of aircraft at the AIRPORT must occupy a minimum of 200 square feet of properly lighted, heated and air conditioned space on the AIRPORT for office and public use areas. The operator shall own or have under a written lease, and have available to rent to persons with a current pilot certificate, at least one (1) two-place, fixed-gear aircraft, and one (1) four-place,

retractable-gear aircraft equipped for night and instrument flight. Aircraft must meet all federal and state regulations including, but not limited to, those promulgated by the Federal Aviation Administration.

c. AIRCRAFT SALES - The operator engaged in the selling of new or used aircraft at the AIRPORT must occupy at least 200 square feet of properly lighted, heated and air conditioned space on airport property for office and public use areas. The operator must have under a lease a minimum amount of paved area or hangar space to accommodate the projected inventory of aircraft.

The operator shall have one full-time authorized agent to transact sales who maintains a current commercial pilot certificate with an instrument rating and is rated for the types of aircraft to be demonstrated. It will be at the discretion of the operator whether or not to be an authorized factory dealer, or what manufacturers he or she chooses to represent. A dealer of new aircraft shall have available or on call at least one current model demonstrator and shall provide for demonstrations of additional models of the manufacturer for which a dealership is held, if any. A dealer shall provide an adequate supply of parts and servicing facilities to customers during aircraft and parts warranty periods.

d. OTHER SERVICES - The operator who has been approved by the BOARD to offer the following services at the AIRPORT shall occupy an appropriate amount of office, vehicle and aircraft parking, maintenance, storage and apron space:

1. Aircraft exterior painting;

2. Aircraft interior modification including, but not limited to, custom seating and finishing;

3. Contract major airframe repair and/or rebuilding;

4. Whole or part aircraft type modifications under the auspices of a Supplemental Type Certificate;

- 5. Turbine engine hot section repair;
- 6. Propeller overhaul and repair;
- 7. Engine/flight instrument overhaul and repair;
- 8. Accessory overhaul and repair;

9. Avionics repair and installation with specialization in complex equipment such as pulse-radar and HIS systems;

10. Specialized aircraft sales of a single or limited type and/or manufacturer such as for a multi-engine turbine;

11. Contract reciprocating engine overhaul and rebuilding;

12. Specialized aircraft charter services;

13. Agricultural application;

14. Fire fighting;

15. Power line or pipeline patrol;

16. Any other operations specifically excluded from Part 135 of the Federal Aviation Regulations.

Each repair service offered above shall be under an appropriate FAA-certified Repair Station license of either a class or limited rating as defined in FAR 145. All general and enforcement provisions of a full-service FBO shall apply to Specialty Service Operators.

SECTION 12. SPECIALIZED OPERATIONS AND OTHER AERONAUTICAL FUNCTIONS:

The requirements specified in this section, 12a through 12g, shall be applicable to any operator desiring to engage in specialized commercial aeronautical activities including, but not limited to, aerial photography, sightseeing, accessory overhaul, and prop shops.

a. <u>Facilities</u> - Said operators shall lease or construct the following facilities: Specialty shops and specialized commercial aeronautical activities are encouraged to be tenants of existing operators. However, special requirements will be reviewed by the Airports Director on an individual basis.

b. <u>Pilots</u> - Said operators shall provide a sufficient number of commercial pilots who are certificated by the FAA and are appropriately rated to conduct the specialized flight services offered.

c. <u>Aircraft</u> - Said operators shall provide a sufficient number of properly certificated aircraft owned by, or leased under a written agreement to, the operator to meet the public demand.

d. <u>Hours of Operation</u> - Said operators shall maintain sufficient hours of operations to meet the public demand.

e. <u>Insurance</u> - Said operators shall provide adequate comprehensive general liability insurance combined single limit coverage to protect the operator and the COUNTY from legal liabilities involved.

f. <u>Other Services</u> - Said operators may provide any of the other services contained in this Section 12 of these Minimum Standards. In providing any such services, said operators shall meet the standards for such services, the standards of which are contained in this Section 12.

g. <u>Optional, Incidental Services</u> - Said operators may provide any other services the operator deems incidental to its operation. However, no non-aeronautical activities may be performed that are presently being performed on a limited contractual basis by persons having valid contracts with the COUNTY to perform such services on the AIRPORT.

SECTION 13. SELF-FUELING BY PRIVATE OWNERS:

Self-fueling by private owners of aircraft using automotive gasoline (MoGas) will be permitted by the BOARD, provided that owners adhere to provisions in Sections 10a through 10s of these Minimum Standards as well as those further defined herein.

a. MoGas must meet ASTM D-439-58 standards at the time of delivery into the aircraft. MoGas may be substituted for AvGas in only those aircraft for which an individual Supplemental Type Certificate (STC) has been approved by the Federal Aviation Administration. A copy of the individually held STC must be on file with the BOARD.

b. All MoGas self-fueling operations will be governed by a permit issued by the Airports Director for a fee of \$500.00 and shall be valid for a period of one (1) year. A permit must be issued for each aircraft subject to self-fueling operations.

c. All private users shall also pay a fuel flowage fee as determined by the BOARD. A fuel flowage report, invoice, or receipt with the appropriate remittance shall be provided to the Airports Director by the tenth (10^{tb}) day of each month for fuel dispensed on the AIRPORT. Fees may be adjusted from time-to-time as deemed necessary by the BOARD.

d. Private users shall be responsible for the payment of the appropriate Federal Excise Tax on aviation gasoline and for all reports required by the Internal Revenue Service and shall comply with all applicable federal statutes and all regulations, including but not limited to, those promulgated by the Federal Aviation Administration.

e. All private users shall obtain and keep in effect during the term of their permit and/or operations, an insurance policy which provides coverage for general liability to include premises and property damage, of at least one million (\$1,000,000) dollars combined single limits, and said policy shall name the Okaloosa County Board of Commissioners as an additional insured. The user shall also furnish the Airports Director with a sertificate from the user's insurance carrier executed on an approved form showing such insurance to be in full force and effect. f. Private users who do not have written permission from an FBO which allows the user to refuel on the FBO's leased premises shall coordinate with, and receive written permission from, the Airports Director for the location of, and access routes to, an alternative fueling location.

g. The Chapter 108, Hangarmates of Experimental Aircraft Association currently operating under lease agreement with the BOARD at the Bob Sikes Airport are heretofore considered exempt from the standards for self-fueling by private owners as set forth above.

SECTION 14. MINIMUM REQUIREMENT - FLYING CLUBS:

<u>Regulations</u>

Prior to commencement of aeronautical activities, each club must obtain approval from the BOARD and secure a lease and operating agreement for proposed activities. Prior to, and during the term of the lease and operating agreement, each club, at the request of the BOARD will submit sufficient documentation to establish ownership, financial status, and technical ability, in addition to adhering to the following regulations:

a. Each club must be registered as a non-profit corporation or partnership.

b. Each member must be a bona fide owner of the aircraft or stockholder in the corporation.

c. The club may not derive greater revenue from the use of its aircraft than the amount necessary for the actual operation, maintenance, and replacement of its aircraft.

d. The club will file and keep current with the Airports Director a complete list of the club's membership and investment share held by each member.

e. The club's aircraft will not be used by other than bona fide members for rental and will not be used by anyone for commercial operations.

f. Student instruction can be given in club aircraft to club members provided such instruction is given by a Lessee based at the AIRPORT who provides flight instruction, or by an instructor who shall not receive remuneration in any manner for such service.

g. Aircraft maintenance performed by the club shall be limited to only that maintenance that does not require a certificated mechanic. All other maintenance must be provided by a lessee based at the AIRPORT who provides such service, or by a properly certificated mechanic who shall not receive remuneration in any manner for such service. SECTION 15. NEW APPLICATIONS:

Any corporation, partnership, or individual desiring to receive permission to operate as a full-service FBO, a Specialty Service operator, or any other business or aeronautical activity on the AIRPORT shall first make application to the BOARD's Airports Director. The application shall be in sufficient detail to discern the completed qualifications of the applicant to perform the desired service and shall include the following:

a. A written letter detailing the nature of the proposed activity as well as the following:

1. The name, address, and telephone number of the applicant;

2. A detailed description of the proposed operation, to include the date of commencement;

3. The professional qualifications of the personnel who will manage and/or operate the proposed service;

4. Descriptions and cost estimates of any proposed capital improvements on the proposed site.

5. Pro forma operating statement for first year's activity.

b. A current financial statement prepared or certified by, a certified public accountant, if available, and if not, a current financial statement as provided to a financial institution. The BOARD shall be entitled to consider the type of financial statement in evaluating the applicant's financial ability to provide responsible, safe, and adequate service to the public.

c. A written listing of the assets owned, leased, or being purchased which will be used in the business on the AIRPORT. Copies of any leases or purchase contracts must be attached.

d. A current credit report covering all areas in which the applicant has done business in the past ten (10) years.

e. A written authorization of the FAA and all aviation or aeronautic commissions, administrators, or departments of all states in which the applicant has engaged in aviation business to release information in their files relating to the applicant or its operation. The applicant will execute such forms, releases, or discharges as may be requested by those agencies.

f. The applications shall be signed and submitted by every person owning an interest in the business, those who will be managing the business if already designated, every partner of a partnership, and each director and/or officer of the corporation.

g. Any additional information and material necessary or requested by the BOARD to establish to the satisfaction of the BOARD that the applicant can qualify and will comply with these Minimum Standards.

The application together with all supporting documentation shall be submitted to the Airports Director. For Fixed Base Operations, once all application material is submitted and reviewed by the Airports Director, and provided the application is deemed complete, the Airports Director shall request BOARD directive to initiate the Bid Process.

All other aviation-related Specialty Service Operations and/or company or individual who uses the AIRPORT or any of its improvements of facilities for any revenueproducing business or commercial aeronautical activities and once all application material is submitted and reviewed by the Airports Director, the matter shall be considered within thirty (30) days of the next regularly scheduled meeting of the BOARD, provided the application is deemed complete.

The BOARD may deny any application if, in its opinion, it finds any one or more of the following:

a. The applicant for any reason does not meet the qualifications, standards, and requirements established by these rules and regulations, or is not prepared to meet same within a reasonable time to be established by the BOARD;

b. The applicant's proposed operation or construction will create a safety hazard on the AIRPORT;

c. The granting of the application will require the BOARD to spend funds or to supply labor or materials in connection with the proposed operation, or the operation will result in a financial loss to the BOARD;

d. No appropriate, adequate, or available space or building exists at the AIRPORT which would accommodate the entire activity of the applicant at the time of application nor is contemplated within a reasonable time thereafter;

e. The proposed operation, airport development, or construction does not comply with the Airport Master Plan then in effect;

f. The development or use of the area requested by the applicant will result in a congestion of aircraft or buildings, or will result in unduly interference with the operations of any present Fixed Base Operator on the AIRPORT relating to problems with aircraft service and/or prevent free access to the Fixed Base Operator's area;

g. The applicant has either intentionally or unintentionally misrepresented or omitted any material fact in the application or in supporting documents;

h. The applicant has failed to make full disclosure on the application or in supporting documents;

i. The applicant has a record of violating the rules and regulations of any other airport or civil air regulations, FAA regulations, or any other rules and regulations applicable to Okaloosa County Airports;

j. The applicant has defaulted in the performance of any lease or any other agreement with the BOARD;

k. The applicant does not, in the opinion of the BOARD, exhibit adequate financial responsibility to undertake the project, based upon current financial information provided;

1. The applicant cannot provide a performance bond in the amount required by the BOARD for that contract;

m. The applicant has been convicted of any felony or a misdemeanor involving moral turpitude.

Nothing contained herein shall prohibit the BOARD from granting or denying, for any reason it deems sufficient, an application to do business on the AIRPORT for the purpose of selling, furnishing, or establishing non-aviation products supplied for any service or business of a non-aeronautical nature, or an application for the non-profit use of an airport facility.

SECTION 16. INSURANCE REQUIREMETNS:

The operator will provide, and maintain in full force and effect, insurance coverage in the following types and minimum amounts:

a. For full service Fixed Base Operations, general liability coverage to include premises and property damage of at least two million (\$2,000,000.00) dollars combined single limit (CSL); aircraft liability coverage of at least two million (\$2,000,000,00) dollars CSL; products/completed operations liability coverage of at least two million (2,000,000.00) dollars CSL; hangarkeepers liability coverage of at least two million (\$2,000,000.00) dollars CSL. Insurance coverage shall be applicable to the type of activity being conducted.

b. For any Specialty Service Operator offering one or more of the services in Section 11 above, general liability coverage to include premises and property damage of at least one million (\$1,000,000.00) CSL; aircraft liability coverage of at least one million (\$1,000,000.00) CSL; and products/completed operations liability coverage of at least one million (\$1,000,000.00) CSL.

SECTION 17. WAIVER OF MINIMUM STANDARDS:

The BOARD may, at its discretion, waive all or any portion of the Minimum Standards set forth herein for the benefit of any government or governmental agency performing non-profit public services to the aircraft industry. The BOARD may further temporarily waive any of the Minimum Standards for non-governmental applicants where it deems such waiver to be in the best interest of the AIRPORT's operation and public good.

SECTION 18. VIOLATIONS, PENALTIES AND PROCEDURES:

If the Airports Director determines that any of these Minimum Standards have been violated by an entity operating on the AIRPORT, and that he or she cannot resolve the matter satisfactorily by notice to, and discussion with, the offending operator, then the Airports Director may recommend to the BOARD that formal action be taken against the offending operator. The BOARD shall allow the operator notice and an opportunity to be heard before deciding whether and what action should be taken against the operator for the alleged violation. Such action may include, but not limited to, reprimand, suspension of airport operations by the operator, or revocation of the operator's right to conduct business at the AIRPORT.

SECTION 19. SAFETY AND SECURITY:

All operators shall abide by all provisions of the approved AIRPORT rules and regulations. If violations of the approved AIRPORT rules and regulations result in fines being levied by any federal or state agency, the operator will reimburse the BOARD for the full cost of said fines within thirty (30) days of payment by the BOARD.

The attached Minimum Standards for Full-Service Fixed Base Operations and Specialty Service Operations were adopted at the regular scheduled meeting of the Okaloosa County Board of Commissioners on ______. 1997.

These Minimum Standards supersede any standards previously established by the Okaloosa County Board of Commissioners.

BOARD OF COUNTY COMMISSIONERS OKALOOSA COUNTY, FLORIDA

WM A HARRISON CHAIRMAN

Attachment 2

DESTIN EXECUTIVE AIRPORT (DTS) AND BOB SIKES AIRPORT (CEW)

OPERATING POLICY

Aircraft Maintenance and Fueling of Personally-Owned Aircraft by Aircraft Owners and their Employees

The performance of aircraft and engine repair, maintenance, and fueling operations are considered to be aeronautical services regulated by the Okaloosa County Board of Commissioners, except where such services are performed by the aircraft owner and/or their employees. Federal regulation requires that owners of aircraft and their employees be allowed to perform certain maintenance and fueling of their own aircraft.

With reference to the above, a policy is heretofore established which provides for the safety and economy of the airports. In this regard, the following areas are hereby designated for such activity with related comments for the compliance thereof:

1. Owners of aircraft who have a hangar lease for storage of aircraft with Okaloosa County are permitted to perform their own maintenance utilizing their employees upon Lessee's stored aircraft in the hangar premises subject to federal, state, and local regulations. Allowable maintenance activities in the leased areas pursuant to the approved hangar lease with Okaloosa County are limited to changing tires and batteries, servicing batteries, changing oil, vacuuming aircraft, washing aircraft, and replacement of plugs, with such allowable activities being considered minor maintenance for a personally-owned aircraft.

Repairs and maintenance of aircraft not personally-owned by the Lessee is strictly prohibited in the hangar.

2. Limited preventive (minor) maintenance in Group III aircraft t-hangars is limited to the following non-hazardous work:

- a. Removal, installation, and repair of landing gear tires.
- b. Replacing elastic shock absorber cords on landing gear.
- c. Servicing landing gear shock struts by adding oil, air, or both.
- d. Servicing landing gear wheel bearings, such as cleaning and greasing.
- e. Replacing defective safety wiring or cotter keys.
- f. Lubrication not requiring disassembly other than removal of nonstructural items such as cover plates, cowlings, and fairings.

- g. Making simple fabric patches not requiring rib stitching or the removal of structural parts or control surfaces.
- h. Replenishing hydraulic fluid in the hydraulic reservoir.
- i. Repairing upholstery and decorative furnishings of the cabin, cockpit, when the repairing does not require disassembly of any primary structure or operating system or interfere with an operating system or affect the primary structure of the aircraft.
- j. Making small simple repairs to fairings, nonstructural cover plates, cowlings, and small patches and reinforcements not changing the contour so as to interfere with proper air flow.
- k. Replacing side windows where that work does not interfere with the structure or any operating system such as controls, electrical equipment, etc.
- I. Replacing safety belts.
- m. Replacing seats or seat parts with replacement parts approved for the aircraft, not involving disassembly of any primary structure or operating system.
- n. Trouble shooting and repairing broken circuits in landing light wiring circuits.
- o. Replacing bulbs, reflectors, and lenses of position and landing lights.
- p. Replacing wheels and skis where no weight and balance computation is involved.
- q. Replacing any cowling not requiring removal of the propeller or disconnection of flight controls.
- r. Replacing or cleaning spark plugs and setting of spark plug gap clearance.
- s. Replacing and servicing batteries.
- t. Replacement or adjustment of nonstructural standard fasteners incidental to operations.
- u. The installations of anti-misfueling devices to reduce the diameter of fuel tank filler openings provided the specific device has been made a part of the aircraft type certificate data by the aircraft manufacturer, the aircraft manufacturer has provided FAA-approved instructions for installation of the specific device, and installation does not involve the disassembly of the existing tank filler opening.
- v. Removing, checking, and replacing magnetic chip detectors.
- w. The inspection and maintenance tasks prescribed and specifically identified as preventive maintenance in a primary category aircraft type certificate or supplemental type certificate holder's approved special inspection and preventive maintenance program when accomplished on a primary category aircraft provided:
 - (i) They are performed by the holder of at least a private pilot certificate issued under part 61 who is the registered owner (including co-owners) of the affected aircraft and who holds a certificate of competency for the affected aircraft

(1) issued by a school approved under Sec. 147.21(e) of NFPA 409; (2) issued by the holder of the production certificate for that primary category aircraft that has a special training program approved under Sec. 21.24 of NFPA 409 subchapter; or (3) issued by another entity that has a course approved by the Administrator; and

- (ii) The inspections and maintenance tasks are performed in accordance with instructions contained by the special inspection and preventive maintenance program approved as part of the aircraft's type design or supplemental type design.
- x. Removing and replacing self-contained, front instrument panelmounted navigation and communication devices that employ traymounted connectors that connect the unit when the unit is installed into the instrument panel, (excluding automatic flight control systems, transponders, and microwave frequency distance measuring equipment (DME)). The approved unit must be designed to be readily and repeatedly removed and replaced, and pertinent instructions must be provided. Prior to the unit's intended use, and operational check must be performed in accordance with the applicable sections of part 91 of NFPA 409.
- y. Updating self-contained, front instrument panel-mounted Air Traffic Control (ATC) navigational software data bases (excluding those of automatic flight control systems, transponders, and microwave frequency distance measuring equipment (DME)) provided no disassembly of the unit is required and pertinent instructions are provided. Prior to the unit's intended use, and operational check must be performed in accordance with applicable sections of part 91 of this chapter.

3. Owners of aircraft and/or their employees who do not have a hangar lease with Okaloosa County are permitted to perform these maintenance activities on the paved apron, provided however, the Airports Director determines that the area is safe and will not interfere with airport operations. The type of maintenance activity and duration will determine the location after review with the aircraft owner.

4. No personal refueling of aircraft is permitted.

5. Any maintenance or fueling operations performed by persons other than owners and/or their employees are considered to be performing a commercial operation and requires a fully executed lease agreement with the Board of County Commissioners.

3

The term "EMPLOYEE" shall be defined as an individual who is on the payroll of the aircraft owner and is receiving compensation on a regular basis with federal income tax and social security taxes being deducted from his/her salary. Services provided by contract are considered to be a commercial activity and requires a fully executed agreement between the Board of County Commissioners and the Contractor.

6. No person or persons, except airmen, duly authorized personnel, passengers going to or from aircraft, or persons being personally conducted by the airport attendants shall be permitted to enter the landing area proper, taxi space or aprons. However, this does not give any person or persons so accepted the privilege of unrestricted use of the Airport. The privileges are confined to the necessary use of these spaces in connection with the flights, inspections and routine duties.

7. Airport Operating Restrictions:

- a) All banner towing by fixed, rotary or any other type of aircraft, to include pick-up and drop-off is prohibited at the Destin Executive Airport (DTS).
- b) CEW does not have a designated heliport, all rotary wing aircraft are required to operate in compliance with non-air traffic control tower procedures.
- c) All rotary wing aircraft operating at DTS will conform to DTS/ATC directions.

Tracy Stage, A.A.E Airports Director

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Exhibit 1

LETTER OF AGREEMENT

Effective: 7 Jul 00

BETWEEN

EGLIN RADAR CONTROL FACILITY (ERCF)

AND

OKALOOSA COUNTY AIRPORTS (DESTIN)

SUBJECT: Air Traffic Control Services for the Destin/Fort Walton Beach Airport

1. <u>PURPOSE</u>: This Letter of Agreement (LOA) between Eglin Radar Control Facility (ERCF) and Okaloosa County Airport authorities defines air traffic control services, special operational procedures, and responsibilities governing aircraft operations conducted at the Destin/Fort Walton Beach Airport.

2. <u>CANCELLATION</u>: This LOA cancels and supersedes the previous LOA, subject: Air Traffic Control Services and Aircraft Operating Procedures for the Destin/Ft Walton beach Airport, dated 13 Jun 91.

3. GENERAL:

a. The Destin/Fort Walton Beach Airport is a non-towered (uncontrolled) airport located within the Eglin's Class Delta airspace. Additionally, the airport is located within FAR Part 93 airspace.

(1) FAR Part 93 rules require aircraft to contact air traffic control (ATC) prior to entering the East-West corridor.

(2) FAR Part 93 rules require aircraft to contact and obtain clearance from ATC prior to entering the North-South corridor.

b. Since the original intent of FAR Part 93 was not to unduly restrict aircraft operations on UNICOM frequency in the Destin local traffic pattern, aircraft flying within a 2 NM radius of the Destin/Fort Walton Beach Airport, at or below 1,000 ft MSL, are not required to contact ATC, provided they remain on Destin UNICOM frequency.

c. Traffic patterns for the Destin/Fort Walton Beach Airport shall be depicted in atch 1.

d. The student training area for the Destin/Fort Walton Beach Airport is in the Eglin Aero Club Training Area which is depicted in atch 2.

e. Civil aircraft may be permitted to use USAF NAVAID facilities at Eglin AFB on a noninterference basis. Request for practice instrument approaches will be approved on an individual basis. Approved separation (as defined in FAAH 7110.65) will be provided during practice approaches. These approaches will be to a low approach only unless an emergency exists. Practice approaches will normally be available only after 1700 hours during weekdays and on an as available basis on weekends.

f. Eglin restricted airspace is active continuously. All aircraft must receive authorization prior to any operation within restricted airspace. Aircraft must contact ATC to determine current status.

g. Destin/Fort Walton Beach Airport will advise ERCF of the runway in use.

4. IFR DEPARTURE PROCEDURES:

a. All IFR aircraft shall contact clearance delivery on 127.7 before takeoff to receive an ATC clearance.

b. Clearance delivery will inform all IFR aircraft of the required procedure to obtain departure instructions and departure release.

5. VFR DEPARTURE PROCEDURES:

a. ALL VFR aircraft are to contact clearance delivery on 127.7 before takeoff. <u>Exception</u>: VFR aircraft flying within a 2 NM radius of the Destin/Fort Walton Beach Airport, at or below 1,000 ft MSL, are not required to contact ATC, provided they remain on Destin UNICOM frequency.

b. Aircraft can expect to be issued squawk 46XX or National Airspace System assigned code.

c. Aircraft are to maintain at or below 1,000 MSL until in contact with ATC departure control and advised otherwise.

d. Runway 32 VFR Departure Procedures: Aircraft will execute a left downwind departure. Southbound turn must be made within one mile of the departure end of the runway. After clearing the Destin Airport traffic pattern, aircraft will contact ATC. When reaching the coastline, aircraft will proceed eastbound or westbound on course.

e. Runway 14 VFR Departure Procedures: After departure, aircraft may turn eastbound or westbound on course.

f. VFR traffic departing to the north shall use the procedures in para 5d or 5e, then proceed eastbound along the coast to Mid-ay Bridge then turn north to White Point.

g. Pilots shall advise clearance delivery prior to departure that they are requesting to use the student training area. Only traffic advisories concerning the number and type of aircraft using the training area will normally be furnished prior to the aircraft entering the training area. While operating within the training area, pilots shall monitor the appropriate ATC frequency.

6. IFR ARRIVAL PROCEDURES:

a. Destin arrivals from the north will be routed southbound on the west side of the North-South corridor normally at either 4,000 or 5,000 feet, or as directed by ATC. Expect lower altitudes once clear of the Eglin traffic patterns. Arrivals from the east and west will be routed through the East-West corridor.

b. ATC shall instruct all arrivals to contact UNICOM as soon as possible.

c. ERCF shall notify UNICOM, via the direct line, of aircraft making ASR approaches prior to the aircraft reaching five miles on final approach.

7. VFR ARRIVAL PROCEDURES:

a. Destin arrivals from the north will be routed southbound on the east side of the North/South Corridor (via Flield2, White Point for pilots who are familiar with the local area).

b. ATC shall instruct all arrivals to contact UNICOM as soon as possible.

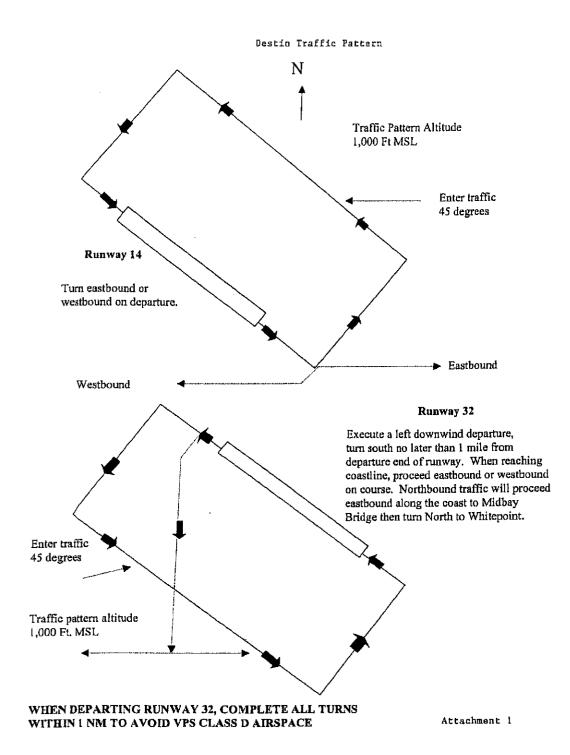
c. Once on UNICOM and within the Destin airport traffic pattern area, VFR aircraft are to maintain at or below 1,000 MSL until otherwise coordinated with ATC.

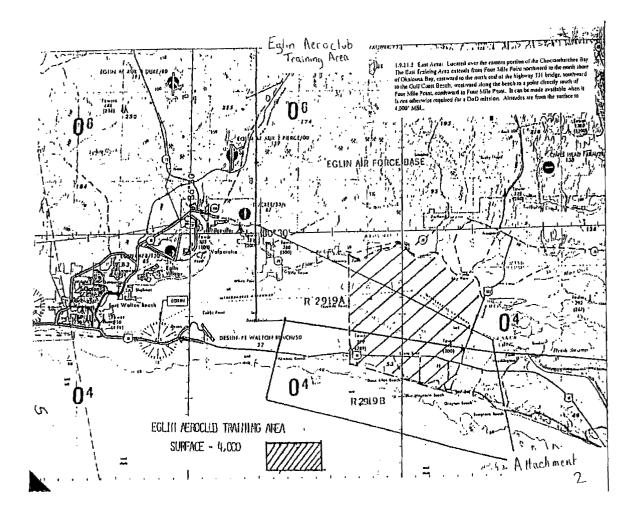
d. VFR coastline traffic operating at or below 1,000 ft MSL in the area of the Destin/Fort Walton Beach Airport will be advised to contact UNICOM for pertinent traffic advisories. UNICOM will instruct these aircraft to return to the appropriate ATC frequency when clear of the Destin/Fort Walton Beach Airport traffic pattern.

ORIGINAL, SIGNED BY JERRY L. SEALY Airports Director Okaloosa County Airports Eglin AFB, Florida

ORIGINAL SIGNED BY NORA B. MAYNARD FAA Representative Eglin Air Force Base, Florida ORIGINAL SIGNED BY KEVIN P. BURNS, Col, USAF Commander, 46th Operations Group Eglin Air Force Base, Florida 2 Atch

- 1. Destin Traffic Pattern
- 2. Eglin Aero Club Training Area (Destin Student Training Area)







RAMP SPACE LICENSE AGREEMENT

THIS RAMP SPACE LICENSE AGREEMENT (this "Agreement") is made and entered into this 1st day of March, 2017 ("Effective Date"), between Lynx FBO Destin, LLC (hereinafter referred to as the "Licensor") and Timberview Helicopters, Inc. (hereinafter referred to as the "Licensee").

In consideration of the mutual covenants herein, and for other good and valuable consideration, the parties agree to the license of ramp space as follows:

- 1. License of the Ramp Space: Licensor hereby licenses to Licensee ramp space (the "Ramp Space") at Licensor's ramp at Destin Executive Alrport ("Ramp"). The Ramp Space shall be used and occupied by Licensee solely for the storage of the aircraft identified in Schedule A (or any replacement aircraft of approximately the same or smaller size as may be acquired by Licensee) (the "Aircraft").
- 2. Term: The Term of this Agreement shall commence on the Effective Date and will expire with 30 days written notice from either party, unless the Term is extended or earlier terminated as provided herein.
 - 3. License Fee:
 - (a) During the Term, Licensee shall pay to Licensor, at the address specified in Schedule A, in lawful money of the United States, good and valid check, or electronic funds transfer to a bank account as designated by Licensor in writing. One Thousand Dollars (\$1000) per month for use of the Ramp Space, payable in advance on or before the first day of each month ("License Fee").
 - (b) The License Fee shall be adjusted annually by the change from prior year in Consumer Price Index, All Urban Consumers (CPI-U), all items, not seasonally adjusted, as published by the Bureau of Labor Statistics (BLS). Adjustments shall be rounded to the nearest whole cent.
 - (c) Should the Licensee not pay the License Fee on the due date and such failure continues for ten (10) days after written notice thereof from Licensor to Licensee, any due and unpaid amount shall bear interest at the rate of eighteen percent (18%) per annum, or the maximum interest rate allowed under the laws of the state in which the Ramp is located, whichever is less, from the date such payment is due until it is paid in full.
 - 4. Use of Ramp Space: The Ramp Space shall be used only for storage of the Aircraft. No commercial activities of any kind whatsoever shall be conducted by Licensee in, from or around the Ramp, except for incidental activities related to Licensee's business. Except as otherwise expressly agreed, no maintenance work will be performed by Licensee in or around the Ramp without the Licensor's approval, which shall be subject to Licensor's sole discretion. Licensee shall take steps to ensure the safe and proper conduct and demeanor of its employees, contractors and invitees. Licensee shall keep the Ramp free from waste, nuisance or debris and Licensee shall repair any damage to the Ramp caused by Licensee or its invitees. In utilizing the Ramp Space during the term of this Agreement (or any extension hereof), Licensee agrees to and shall comply, and shall use commercially reasonable efforts to cause its employees, contractors, agents and invitees to comply, with all applicable ordinances, rules, and regulations established by any Federal, State, or local government agency, any rules established by the applicable Airport Authority (the "Authority") or any rules established by



Licensor. Licensee shall be solely responsible, at Licensee's sole cost and expense, for obtaining all licenses and use approvals from the Authority and any governmental entity needed for the operation of the Aircraft.

- 6. Alterations: Licensee covenants and agrees not to make any alterations, additions or improvements to the Ramp Space at any time.
- 7. Insurance: Licensee agrees to provide the following insurance coverage:

(i) Commercial General Liability or Avlation Liability – including bodily injury liability and property damage liability with minimum limits of \$1 mm per occurrence. All policies of insurance required under this Agreement shall provide continuing coverage for acts or omissions of Licensee and shall include the following coverages: (a) personal injury, (b) premises liability (operations on airport premises), (c) products and completed operations liability, (d) independent contractors, and (e) broad form contractual liability. Additionally, Licensee shall insure the Aircraft for one hundred percent (100%) of the total replacement cost of the Aircraft.

ii) Worker's Compensation – Applicable statutory limits.

(iii) Employer's Liability – minimum of \$1,000,000.

(iv) Automobile Liability, including airside liability, owned and non-owned – minimum of \$1,000,000 per occurrence.

(v) Property Damage on equipment utilized on the airport premises (mobile equipment) – full replacement cost.

(vi) Licensee's insurance policies under subsections (i), (iv) and (v) shall include the following provisions:

- (A) Name both Licensor and the Authority as an additional insured with regard to the indemnity obligation as set forth in this Agreement.
- (B) Insurance coverage is primary where Licensee has been negligent or engaged in willful misconduct
- (C) Provide 30 days notice of cancellation or material change to the policy.
- (D) Walve any rights of subrogation against Licensor, its directors, officers, agents, employees and assigns.
- (E) A severability of interest provision.

(vii) Licensee shall give Licensor immediate notification if there should be any changes regarding Licensee's provided insurance information.

All policies of insurance required hereunder shall provide continuing coverage for acts or omissions and shall include the following coverages: (i) premises/operations; (ii) independent contractors; (iii) broad form contractual in support of the indemnity section of this Agreement; and (iv) personal injury



liability. All such policies shall waive any rights of subrogation against Licensor and Licensee, respectively, and their respective directors, officers, agents, employees, and assigns, and include prior written notice of any cancellation or modification of insurance coverage. Prior to commencement of this Agreement and occupancy, each party shall deliver to the other certificates or binders evidencing the existence of the insurance required herein.

- 8. Indemnification: Licensee agrees to defend, indemnify and hold harmless Licensor and the Authority, their respective parents, directors, officers, agents, employees, contractors, subsidiaries and affiliates ("Licensor's Parties") from and against any and all claims, liabilities, losses, damages, costs, fines and penalties (including reasonable attorney's fees) ("Damages"), which Licensee or Licensor may incur, suffer or be required to pay by reason of damage to property or injury or death of persons which arises out of or relates to this Agreement, except any Damages resulting from Licensor's sole negligent or willful misconduct. This indemnification shall survive the termination of this Agreement.
- 9. Force Majeure: Neither Party shall be liable to the other Party for delay in performing or its failure to perform any of its obligations under this Agreement if and to the extent such delay or failure is caused by any act of God, filre, flood, accident, strike, labor dispute, riot, insurrection or war, invasion, acts of foreign enemies, acts of terrorism (whether or not war be declared) hi-jacking, war-like actions, civil war, revolution, rebellion, martial law, military or usurped power or attempts at usurpation of power, an attempted or actual capture, seizure, arrest, restraint, detention, requisition or the taking of property by any government, governmental authority or agent or by any military, naval, or attempt to usurped power, whether in time of war or peace and whether lawful or unlawful, and such delay or failure could not have been reasonably foreseen and avoided by the exercise of due care and diligence consistent with the exercise of reasonable business judgment.
- 10. WAIVER OF CONSEQUENTIAL DAMAGES: NOTWITHSTANDING ANYTHING CONTAINED IN THIS AGREEMENT TO THE CONTRARY, UNDER NO CIRCUMSTANCES SHALL LICENSOR BE LIABLE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES, WHETHER IN CONTRACT OR TORT (INCLUDING STRICT LIABILITY AND NEGLIGENCE), SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFITS, LOSS OF USE OR DIMINUTION OF VALUE TO THE AIRCRAFT, OR OTHER DAMAGE RELATED TO THE LICENSING OF THE RAMP SPACE OR SERVICES PROVIDED BY LICENSOR UNDER THIS AGREEMENT.
- 11. Default: A Party shall be in default under this Agreement if: (a) such Party breaches any term or condition of this Agreement and such breach has not been cured by the breaching Party within thirty (30) days of receipt of written notice from the non-breaching Party of such breach (except that the right to cure a failure to pay License Fee shall expire on the 10th day after Licensee receives from Licensor written notice of its failure to pay); (b) a petition is filed by or against such Party under any applicable bankruptcy or insolvency laws (inducing a petition for reorganization or any arrangement) and such petition is not dismissed within ninety (90) days of filing; or (c) such Party assigns its property for the benefit of creditors. In the event of any breach of this Agreement by Licensee, and the passing of notice and any related cure period, Licensor shall, at its option and without further notice, have the right to (I) cure any such breach (including without limitation causing any required maintenance or repairs to be made or releasing any lien) and be reimbursed by the Licensee for the costs and expenses related thereto, and Licensee shall immediately reimburse Licensor for all of Licensor's costs and expenses therein, and/or (ii) terminate this Agreement and remove the Aircraft and any other property of Licensee



from the Ramp or Ramp Space in accordance with all applicable laws and regulations. Exercise by Licensor of either or both of the rights specified above shall not prejudice Licensor's right to pursue any other right or remedy available to Licensors at law or in equity, including the right to accelerate the License Fee hereunder and sue to collect it.

- 12. Governing Law: This Agreement shall be construed in accordance with the laws of the state in which the Ramp is located, exclusive of its conflicts of law rules.
- 13. Relationship of Parties: The relationship between Licensor and Licensee shall always and only be that of a user license and nothing set forth herein shall be deemed or construed to render the Parties as agents, joint venturers, partners, landlord and tenant, or employer and employee.
- 14. Remedies Cumulative: The rights and remedies with respect to any of the terms and conditions of this Agreement shall be cumulative and not exclusive, and shall be in addition to all other rights and remedies available to either party in law or equity.
- 15. Notices: Except as otherwise required by law, any notice given by one party to the other in connection with this Agreement shall be in writing and shall be sent by (a) commercial overnight delivery or other overnight delivery service or (b) certified or registered mail, return receipt requested. Notwithstanding the foregoing, ordinary course of business communications may be accomplished through e-mail to the addresses shown in Schedule A.
- 16. Integration: This Agreement constitutes the entire agreement between the parties, and as of the effective date supersedes all prior independent agreements between the parties related to the leasing of the Ramp Space. Any change or modification must be in writing and signed by both parties.
- 17. Amendment: No amendment, modification or alteration of the terms of this Agreement shall be binding unless the same shall be in writing, dated subsequent to the date hereof and duly executed by the Parties hereto.
- 18. Waiver: The walver by either party of any covenant or condition of this Agreement shall not thereafter preclude such party from demanding performance in accordance with the terms thereof.
- 19. Assignment: Successors Bound: This Agreement shall be binding on and shall inure to the benefit of the heirs, legal representatives, successors, and assigns of the parties hereto. Licensee may not assign this Agreement or sublet any portion of the Ramp Space
- 20. Subordination: This Agreement is subject and subordinate to the lien of all and any mortgages by Licensor (which "mortgages" shall include both construction and permanent financing and shall include deeds of trust and similar security instruments) which may now or hereafter encumber the Ramp, and to all renewals or modifications thereof. If any proceedings are initiated for the foreclosure of, or the exercise for the power of sale under any mortgages or in any deed in lieu of foreclosure is exercised, covering the Ramp, Licensee shall attorn to and recognize such mortgagees as the Licensor under this Agreement. In event of any termination of Licensor's prime lease for the Ramp for any reason, this Agreement shall automatically terminate, be void and Licensor shall have absolutely no further obligation to Licensee hereunder.

LYΠX

- 21. Severability: If a provision hereof shall be finally declared void or illegal by any court or administrative agency having jurisdiction over the parties at this Agreement, the entire agreement shall not be void, but the remaining provisions shall continue in effect as nearly as possible in accordance with the original intent of the part.
- 22. Fuel: During the Term, Licensee will purchase fuel from Licensor for all of its fuel requirements at the Airport on the terms set forth in Schedule A.

[Signature Page to Follow]

LYNX

IN WITNESS WHEREOF, the Parties have duly executed this Agreement the day and year first set forth above.

	Ja-		blut
By:	June Justin Johnen	By:	Ben Humbert
Title:	pr=5	Title:	General Manager
Date:	2-22-20/7	Date:	2/22/17

Acknowledged and consented to as of this <u>18th</u> day of <u>April</u>, 2017

OKALOOSA COUNTY, FLORIDA

OH EA Carolyn N Ketchel, Chairman Date: 18

ATTESTS:

1- J. D. Peacock II, Clerk Date: <u>4/18/17</u>



Schedule A

Aircraft Tail # N7371T & N7512N & N7509L

Serial #_____

Address for Notices:

If to Licensor:

General Manager 1001 Airport Rd, Building #15 Destin, FL 32541

If to Licensee:

7



BOARD OF COUNTY COMMISSIONERS AGENDA REQUEST

DATE:	April 18, 2017
TO:	Honorable Chairman and Members of the Board
FROM:	Tracy Stage
SUBJECT:	Timberview Helicopters Sub-Lease and Operating Agreement
DEPARTMENT:	Airport
BCC DISTRICT:	5

STATEMENT OF ISSUE: The Airports Department requests consent by the Board of County Commissioners for the Timberview Helicopters, Inc. sub-lease with Lynx FBO Destin, LLC and approval of the Timberview Helicopters, Inc. Operating Agreement with Okaloosa County at the Destin Executive Airport.

BACKGROUND: Timberview Helicopters, Inc. requested to operate its sightseeing tours from the FBO ramp at the Destin Executive Airport and Lynx FBO Destin, LLC initiated a sub-lease with Timberview Helicopters, Inc. The sub-lease is being presented to the Board to consent the sub-lease agreement between the two parties. The Operating Agreement between Timberview Helicopters, Inc. and Okaloosa County is being presented to the Board for approval. Timberview's certificates of insurance are attached along with the contract and lease internal coordination sheet.

OPTIONS: Approve, Reject or Table.

RECOMMENDATIONS: It is Staff's recommendation that the Board consent to the sub-lease agreement between Lynx FBO Destin, LLC and Timberview Helicopters, Inc. and approve the Timberview Helicopters, Inc. Operating Agreement with Okaloosa County at the Destin Executive Airport.

t Director 4/12/2017 Tracy

RECOMMENDED BY:

APPROVED BY:

John Hofstad, County Administrator

CONTRACT & LEASE INTERNAL COORDINATION SHEET

Con	tract/Lease Number:_	TBD	Tracking Number: <u>234</u> 2-17
Con	tractor/Lessee Name:	Timbruen He high tes, In	C Grant Funded: YES NO
Purp	ose: Sight seeing	Timberien He hup tes, In Flight Operations	
Date	e/Term:		I. 🔲 GREATER THAN \$50,000
Amo	ount:	<u> </u>	2. 🔲 GREATER THAN \$25,000
Dep	artment: <u>AP</u>		3. 🔲 \$25,000 OR LESS
Dep	. Monitor Name:	Struge/miner	
Docu	ument has been reviev	ved and includes any attachme	ents or exhibits.
		Purchasing Review	
(urement requirements b- Force masing Director or desig		Date: <u>3/29/2017</u> es Powell, DeRita Mason, Matthew Young
		Risk Management Revie	ew
K	oved as written: <u> uptol</u>	Laura Porter or Krystal	Date: <u>3-30-17</u> King
		County Altorney Review	• •
Appro	oved as written:	sec approval duted	3/3:/7017 (Date:
Coun	ty Attorney	Gregory T. Stewart, Lynn Hosh	ihara, Kerry Parsons or Designee
		Following Okaloosa County a	pproval:
		Contracts & Grants	
Docu	ment has been receive	ed:	
Contr	acts & Grants Manage	 ſ	Date:

Charles Powell

From:	Parsons, Kerry <kparsons@ngn-tally.com></kparsons@ngn-tally.com>
Sent:	Friday, March 31, 2017 4:01 PM
То:	Charles Powell
Cc:	Lynn Hoshihara
Subject:	RE: Timberview Helicopter Operating Agreement

Charles, this is approved for legal purposes.

Have a good day, Kerrv

From: Charles Powell [mailto:cpowell@co.okaloosa.fl.us] Sent: Thursday, March 30, 2017 3:39 PM To: Parsons, Kerry Cc: Lynn Hoshihara Subject: FW: Timberview Helicopter Operating Agreement

Hi Kerry,

Is this approved for legal sufficiency? Thanks

From: Dave Miner Sent: Wednesday, March 29, 2017 11:22 AM To: Charles Powell <<u>cpowell@co.okaloosa.fl.us</u>> Cc: 'Parsons, Kerry' <<u>KParsons@ngn-tally.com</u>>; Laura Porter <<u>lporter@co.okaloosa.fl.us</u>>; David Williams <<u>dawilliams@co.okaloosa.fl.us</u>> Subject: Timberview Helicopter Operating Agreement

Charles:

Please send the attached Timberview Operating Agreement out for coordination. This was previously coordinated on (2305-17) but Risk Management added a sentence to Section 10 Insurance.

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Thank you.

Dave

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

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

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:	Monday, April 03, 2017 12:26 PM
To:	Dave Miner
Subject:	RE: Timberview Confirmation of Coverage

Dave: Someone at the airport will need to ensure the pilots meet the requirements as spelled out on the first page of the *CONFIRMATION OF COVERAGE*. Also, please note the REG#'s that correspond to tail numbers on the aircraft that coverage is provided for. Otherwise, the policy meets our 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: <u>lporter@co.okaloosa.fl.us</u>

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: Monday, April 03, 2017 12:08 PM To: Laura Porter <lporter@co.okaloosa.fl.us> Subject: Timberview Confirmation of Coverage Importance: High

Ms. Porter:

I received the approved coordination from Charles today. Please review the attached confirmation of coverage for Timberview and let us know if this is approved.

Thank you.

David E. Miner Properties and Leases



March 28, 2017

Policy RW00181830-03

CONFIRMATION OF COVERAGE

Per your instructions and based on the information you provided, Air Capital Insurance has effected insurance as follows:

INSURED'S NAME AND ADDRESS

Timberview Helicopters, Inc. 100 Country Club Drive West Destin, FL 32541-4428

INSURER

U.S. Specialty Insurance Company

TERM

2/27/2017 to 1/1/2018 Both days at 12:01 a.m. Local Standard Time at the Insured's Address

AIRCRAFT HULL	AND LIABILITY INSURANCE
REG.#	YEAR / MAKE / MODEL
N7512N	2004 Robinson R44 II
AIRCRAFT LIABILITY	
	ily Injury and Property Damage with the Passenger
Liability Limited to \$100,000.00 Each Pers	on
MEDICAL PAYMENTS	
\$5,000.00 Each Person	
INSURED VALUE	DEDUCTIBLES
\$150,000.00	\$1,000.00 Not In motion; \$15,000.00 In Motion
APPROVED USES	
Sightseeing and Aerial Photography and/or	Mapping
APPROVED PILOTS/OPEN PILOT WA	
	t having logged minimum of 1000 hours total in
rotor wing aircraft and 100 hours same mak	
	PERATED IN FLIGHT ONLY BY A NAMED PILOT OR A
	ANTY, WHO MUST HAVE A CURRENT AND PROPER
	ERTIFICATE WITH NECESSARY RATINGS BY THE
	ERAGE IF THE PILOT DOES NOT MEET THESE
REQUIREMENTS.	
SUB-TOTAL PREMIUM	
\$8,730.00	



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REG. #	YEAR / MAKE / MODEL
N7371T	2004 Robinson R44 II
AIRCRAFT LIABILITY	
\$1,000,000.00 Combined Single Li	imit Bodily Injury and Property Damage with the Passenger
Liability Limited to \$100,000.00 E	ach Person
MEDICAL PAYMENTS	
\$5,000.00 Each Person	
INSURED VALUE	DEDUCTIBLES
\$150,000.00	\$1,000.00 Not In motion; \$15,000.00 In Motion
APPROVED USES	
Sightseeing and Aerial Photograph	y and/or Mapping
APPROVED PILOTS/OPEN PIL	
Justin Johnson or Scott Cookson / /	Any pilot having logged minimum of 1000 hours total in
rotor wing aircraft and 100 hours sa	
	IST BE OPERATED IN FLIGHT ONLY BY A NAMED PILOT OR A
	OT WARRANTY, WHO MUST HAVE A CURRENT AND PROPER
	PILOT CERTIFICATE WITH NECESSARY RATINGS BY THE NO COVERAGE IF THE PILOT DOES NOT MEET THESE
REQUIREMENTS.	
SUB-TOTAL PREMIUM	
\$8,730.00	
REG. #	YEAR / MAKE / MODEL
N7509L	2001 Dahiman D44
	2001 Robinson R44
AIRCRAFT LIABILITY	2001 Kobinson K44
AIRCRAFT LIABILITY	mit Bodily Injury and Property Damage with the Passenger
AIRCRAFT LIABILITY \$1,000,000.00 Combined Single Li Liability Limited to \$100,000.00 Ea	mit Bodily Injury and Property Damage with the Passenger
AIRCRAFT LIABILITY \$1,000,000.00 Combined Single Li	mit Bodily Injury and Property Damage with the Passenger
AIRCRAFT LIABILITY \$1,000,000.00 Combined Single Li Liability Limited to \$100,000.00 Ea	mit Bodily Injury and Property Damage with the Passenger ach Person
AIRCRAFT LIABILITY \$1,000,000.00 Combined Single Li Liability Limited to \$100,000.00 Ea MEDICAL PAYMENTS	mit Bodily Injury and Property Damage with the Passenger
AIRCRAFT LIABILITY \$1,000,000.00 Combined Single Li Liability Limited to \$100,000.00 Ea MEDICAL PAYMENTS \$5,000.00 Each Person INSURED VALUE \$150,000.00	mit Bodily Injury and Property Damage with the Passenger ach Person
AIRCRAFT LIABILITY \$1,000,000.00 Combined Single Li Liability Limited to \$100,000.00 Ea MEDICAL PAYMENTS \$5,000.00 Each Person INSURED VALUE	mit Bodily Injury and Property Damage with the Passenger ach Person DEDUCTIBLES
AIRCRAFT LIABILITY \$1,000,000.00 Combined Single Li Liability Limited to \$100,000.00 Ea MEDICAL PAYMENTS \$5,000.00 Each Person INSURED VALUE \$150,000.00	mit Bodily Injury and Property Damage with the Passenger ach Person DEDUCTIBLES \$1,000.00 Not In motion; \$15,000.00 In Motion
AIRCRAFT LIABILITY \$1,000,000.00 Combined Single Li Liability Limited to \$100,000.00 Ea MEDICAL PAYMENTS \$5,000.00 Each Person INSURED VALUE \$150,000.00 APPROVED USES Sightseeing and Aerial Photography APPROVED PILOTS/OPEN PIL	mit Bodily Injury and Property Damage with the Passenger ach Person DEDUCTIBLES \$1,000.00 Not In motion; \$15,000.00 In Motion y and/or Mapping. LOT WARRANTY
AIRCRAFT LIABILITY \$1,000,000.00 Combined Single Li Liability Limited to \$100,000.00 Ea MEDICAL PAYMENTS \$5,000.00 Each Person INSURED VALUE \$150,000.00 APPROVED USES Sightseeing and Aerial Photography APPROVED PILOTS/OPEN PIL	mit Bodily Injury and Property Damage with the Passenger ach Person DEDUCTIBLES \$1,000.00 Not In motion; \$15,000.00 In Motion y and/or Mapping. LOT WARRANTY
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AIRCRAFT LIABILITY \$1,000,000.00 Combined Single Li Liability Limited to \$100,000.00 Ea MEDICAL PAYMENTS \$5,000.00 Each Person INSURED VALUE \$150,000.00 APPROVED USES Sightseeing and Aerial Photography APPROVED PILOTS/OPEN PII Justin Johnson or Scott Cookson / A hours make/model PLEASE NOTE: THE AIRCRAFT MU	mit Bodily Injury and Property Damage with the Passenger ach Person DEDUCTIBLES \$1,000.00 Not In motion; \$15,000.00 In Motion y and/or Mapping. LOT WARRANTY Any pilot with 1000 hours minimum total rotor wing and 100 ST BE OPERATED IN FLIGHT ONLY BY A NAMED PILOT OR A
AIRCRAFT LIABILITY \$1,000,000.00 Combined Single Li Liability Limited to \$100,000.00 Ea MEDICAL PAYMENTS \$5,000.00 Each Person INSURED VALUE \$150,000.00 APPROVED USES Sightseeing and Aerial Photography APPROVED PILOTS/OPEN PII Justin Johnson or Scott Cookson / A hours make/model PLEASE NOTE: THE AIRCRAFT MU PERSON MEETING THE OPEN PILO	mit Bodily Injury and Property Damage with the Passenger ach Person DEDUCTIBLES \$1,000.00 Not In motion; \$15,000.00 In Motion y and/or Mapping. LOT WARRANTY Any pilot with 1000 hours minimum total rotor wing and 100 ST BE OPERATED IN FLIGHT ONLY BY A NAMED PILOT OR A T WARRANTY, WHO MUST HAVE A CURRENT AND PROPER
AIRCRAFT LIABILITY \$1,000,000.00 Combined Single Li Liability Limited to \$100,000.00 Ea MEDICAL PAYMENTS \$5,000.00 Each Person INSURED VALUE \$150,000.00 APPROVED USES Sightseeing and Aerial Photography APPROVED PILOTS/OPEN PIL Justin Johnson or Scott Cookson / A hours make/model PLEASE NOTE: THE AIRCRAFT MUL PERSON MEETING THE OPEN PILO (1) MEDICAL CERTIFICATE AND (2)	mit Bodily Injury and Property Damage with the Passenger ach Person DEDUCTIBLES \$1,000.00 Not In motion; \$15,000.00 In Motion y and/or Mapping.



SUB-TOTAL PREMIUM

\$8,730.00

GRAND TOTAL ANNUAL PREMIUM

\$26,190:00

CONTRACT OF INSURANCE TO BE ISSUED:

Insurance described herein has been effected, against which a Contract of Insurance will be issued and in the event of any inconsistency, the terms conditions and provisions of the Contract of Insurance to be issued will prevail. This Confirmation of Coverage will be terminated as of its effective date by the issuance of the Contract of Insurance and the premium and charges shown herein shall be credited thereto.

CANCELLATION

This Confirmation of Coverage may be canceled by the Insured by surrender thereof to Underwriters and/or their representatives, or by mailing to Underwriters and/or their representatives, written notice stating when thereafter such cancellation shall be effective. This Confirmation of Coverage may also be canceled by the Insurer(s) by mailing to the Insured at the address shown herein or last known address, written notice stating when, in accordance with the number of days notice for cancellation to be provided in the contract of insurance to be issued, such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The time of surrender or the effective date stated in the notice shall become the termination date of this Confirmation of Coverage. Delivery of such written notice by the Insured, the Insurer(s) or Air Capital Insurance shall be equivalent to mailing. Cancellation shall be in accordance with the terms and conditions of the Contract of Insurance to be issued.

INSURERS HEREUNDER

It is expressly understood and agreed by the Insured by accepting this Confirmation of Coverage, that Air Capital Insurance of Kansas is not an Insurer hereunder and that Air Capital Insurance of Kansas shall not be in any way or to any extent liable for any loss or claim whatever, but that the Insurers hereunder are those individual Insurance Companies and/or Underwriters, whose name . appear herein.

For And On Behalf Of: U.S. Specialty Insurance Company March 28, 2017

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