# CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: <u>2/17/2003</u>

Contract/Lease Control #: L03-0210-AP

Procurement#: <u>AP 22-76</u>

Contract/Lease Type: <u>LEASE</u>

Award To/Lessee: <u>HANGAR SIX, INC.</u>

Owner/Lessor: OKALOOSA COUNTY

Effective Date: <u>12/17/2002</u>

Expiration Date: <u>12/16/2024</u>

Description of

Contract/Lease: BSAP GROND LEASE, LOT 2 / BLOCK 3

Department: AP

Department Monitor: <u>STAGE</u>

Monitor's Telephone #: 850-651-7160

Monitor's FAX # or E-mail: <u>TSTAGE@MYOKALOOSA.COM</u>

Closed:

Cc: Finance Department Contracts & Grants Office

# LEXINGTON INSURANCE COMPANY

A stock company 99 High Street, Boston, MA 02110 **COMMON POLICY DECLARATIONS DECLARATION** 

POLICY NO: 41-LX-053405688-0

#### NAMED INSURED AND MAILING ADDRESS

HANGAR SIX, LLC 126 MONTGOMERY ST SANTA ROSA BEACH, FL 32459

#### PRODUCER MAILING ADDRESS

93575

PREFERRED AVIATION UNDERWRITER 3321 N BERKLEY LAKE RD STE 200 DULUTH, GA 30096-0000

POLICY PERIOD: FROM 12/21/2021 TO 12/21/2022 AT 12:01 AM STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE.

# SURPLUS LINES INSURERS, POLICY RATES AND FORMS ARE NOT APPROVED BY ANY FLORIDA REGULATORY AGENCY

THE NAMED INSURED IS: Limited Liability

**BUSINESS DESCRIPTION:** 

Company (LLC)

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

THIS POLICY CONSISTS OF THE COVERAGE PA	ARTS FOR WHICH A PREMIUM IS INDICA	ATED.
		PREMIUM
COMMERCIAL PROPERTY	\$	4,213
COMMERCIAL GENERAL LIABILITY	\$	1,237
CRIME AND FIDELITY	\$	
COMMERCIAL INLAND MARINE	\$	
PROFESSIONAL LIABILITY	\$	
CYBEREDGE	\$	
	TOTAL PREMIUM \$	5,450
	POLICY PREMIUM \$	5,450.00

#### FORMS AND ENDORSEMENTS APPLICABLE TO ALL COVERAGE PARTS

See Forms Schedule

NOTE: IF NO ENTRY APPEARS ON THE ABOVE ENDORSEMENTS, INFORMATION REQUIRED TO COMPLETE THE FORM WILL BE SHOWN ON THE SUPPLEMENTAL FORM DECLARATION IMMEDIATELY FOLLOWING THE APPLICABLE ENDORSEMENT.

THESE DECLARATIONS, IF APPLICABLE, TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE FORM(S) AND ENDORSEMENTS, AND SUPPLEMENTAL FORM DECLARATION(S), IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.

> CONTRACT # L03-0210-AP HANGER 6, INC. BSAP GROUND LEASE LOT 2/BLOCK 3 EXPIRES: 12/16/2024

Page 1 of 1





AssuredPartners Aerospace OFFICE 411 AVIATION WAY, STE 210 FREDERICK MD 21701 MAIL P O BOX 578, FREDERICK, MD 21705 FTIONF 600 622 2672 MWW 40 400 4010 FREDERICK OFFI

# AIRCRAFT INSURANCE BINDER

**NAMED INSURED:** 

Chadwick Justin Marshall

ADDRESS:

304 Brooks St, Fort Walton Beach, FL 32546

**POLICY PERIOD:** 

January 14, 2022 to January 14, 2023

at 12:01 A.M. local time at the Named Insured's address

**INSURANCE COMPANY:** 

United States Aircraft Insurance Group

**POLICY NUMBER:** 

PND01519875

**COVERAGE and LIMITS:** 

Single Limit Bodily Injury & Property Damage Liability

\$1,000,000 each occurrence limited to \$100,000 per passenger

**Medical Payments** 

\$5,000 per passenger including crew

Territory

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.

APPROVED AIRCRAFT:

N5220A, 2002 CESSNA 182T, Serial No.: 18281149

Aircraft Hull Value

\$250,000 Ground and Flight

Deductible

\$0,0000 in motion \$0,0000 not in motion

Approved Uses

Pleasure and Business

Additional Insured Interest

Not Applicable

Lienholder Interest

Pilot Bank ISAUA/A IIMA Type: Lienholder: Loan Amount: \$190,000 Breach of Warranly: Yes

APPROVED PILOTS:

Chadwick Justin Marshall

Any Other Pilots:

Private pilots or better who have flown a minimum of 500 hours logged as pilot in command, 10

hours of which shall have been in same make/model.

Verify that all pilots who fly the aircraft meet the exact pilot requirements listed in the policy. Pilot and medical certificates must be current and all FAA flight review requirements must be satisfied.

ANNUAL POLICY PREMIUM:

\$2,812.00

Annual State/Local Taxes

Not Applicable

TOTAL ANNUAL PREMIUM:

\$2,812.00

IMPORTANT COVERAGE PROVISIONS and LIMITATIONS: The Insurance Coverages are limited to all the policy agreements, conditions, and exclusions set forth in the policies and/or certificates which will be issued by the insurance company or management group. This binder is given on the above statements, and will be in effect the date upon which the insurance takes effect and terminates upon issuance of the insurance policy.

INSURANCE BROKER:

AssuredPartners Aerospace P.O. Box 578 Frederick, MD 21705 P: (800) 622-AOPA (2672) DATE ISSUED:

December 21, 2021

BY:

**Authorized Representative** 

CONFIDENTIAL

5051-10-919845

AO

01519875

BINDOMN 0-BD-0

L63-0210-AP

### OLD REPUBLIC INSURANCE COMPANY Aircraft Policy **Coverage Data Page**

**POLICY NUMBER:** 

PB 22022402

RENEWAL OF: PB 22022401

NAMED INSURED:

Brad Barnett Insurance Agency, Inc

**MAILING ADDRESS:** 

1488 S OLD MISSOURI SPRINGDALE, AR 72764

POLICY PERIOD:

From December 30, 2021 to December 30, 2022

12:01 A.M. Standard Time at the address of Named Insured

#### **COVERAGE LIMITS**

For each insured aircraft, we will provide the coverages for which a "Premium" is shown. This policy is completed by Aircraft Policy Form PB500 (01-2015).

PHYSICAL DAMAGE COVERAGE:

Deductible

Aircraft covere	d under t	his policy:	Total	AC	Coverage	Not In	ln	Insured
FAA N#	Year	Make & Model	Seats	Type	Туре	Motion	Motion	Value
N231MC	2008	BEECH G36 Bonanza	6	SE/RG	Comp	\$0	\$0	\$499,500

Coverage Type: Comp = Comprehensive, Ltd = Limited

LIABILITY COVERAGE:

Single Limit Bodily Injury, Including Passengers, and Property Damage:

Each Person

Each Occurrence

Each Passenger Limited To:

\$100,000

\$1,000,000

MEDICAL COVERAGE:

Per Passenger: \$5,000

Each Occurrence: \$30,000

PREMIUMS:

**Physical** 

ANNUAL

FAA N# **Damage** Aircraft Total Liability Medical Amendment(s) **FINAL Premium** \$7,353 N231MC \$6,678 \$675 \$0 \$0 \$7,353

> Policy Amendment Premiums: Terrorism Risk Insurance Act:

Included

Applicable State and/or Municipal Taxes, Surcharges, Levies:

Included \$0

**TOTAL POLICY PREMIUM** 

\$7,353

Aircraft is/are principally based at: Springdale Muni Airport Springdale, AR 72764-6439

Financial Interest in the insured aircraft is/are evidenced on the following Lienholder's Interest Amendment

When issued your policy consists of the following additional amendments: ARPAM (06-10), CSS01 (09-16), EXAOT (03-15), J1001 (11-21), NCBPA (07-13), NR38B (08-11), ORAPP (01-16), PB001 (07-14), PB211 (04-16), PB214 (04-16), PB421 (04-16). PB500 (04-16), RCBEX (07-13), WBTEA (03-15)

**PRODUCER** 

RSG SPECIALTY, LLC R-T SPECIALTY, LLC

12404 PARK CENTRAL DR., SUITE 380

**DALLAS, TX 75251** 



1006 Merylinger Court PO Box 681209 Franklin, TN 37068-1209 Phone: (615) 435-8300 Fax: (615) 435-8330 www.AviationInsurance.com

8/6/2021

### CONFIRMATION OF INSURANCE COVERAGE

Thank you for allowing CS&A Aviation Insurance, Inc. to serve your aviation insurance needs. This is to confirm that CS&A Aviation Insurance, Inc. has been advised by Aerospace Insurance Managers that they are binding coverage in their policyissuing company effective 12:01AM on 8/7/2021 with coverage as shown below for a total annual premium of \$21,066.00. Coverage is subject to the terms, conditions, and limitations of the binder and/or policy in current use by Aerospace Insurance Managers. Our invoice for the policy premium is enclosed.

The following is a summary of coverage only and some limitations. This is a summary only. Actual binder and/or policy wordings issued by the company shall prevail and will supersede this summary.

Named Insured:

Planebiz, LLC

**Policy Number:** 

GA99-GZ3XC-00

**Policy Term:** 

8/7/2021 to 8/7/2022

**Insurance Company: Aerospace Insurance Managers** 

Aircraft Description: N242PM 2008 Piper PA-46R-350T Matrix Purpose of Use:

Pleasure & Business

C	overage	Limits	of Coverage			
Combined Single Limit for Bo	odily Injury and Property Damage		Each Occurrence Each Passenger			
Medical Coverage, Including	Crew	\$5,000 Each Person				
Aircraft Identification	Not-In-Motion Deductible	In-Motion Deductible	Insured Value			
N242PM	\$10,000	\$40,000	\$400,000			
1						

Annual Premium (Plus any applicable state taxes)	\$21,066.00
TOTAL ANNUAL PREMIUM	\$21,066.00

CONTRACT# L03-0210-AP HANGER 6, INC. BSAP GROUND LEASE LOT 2/BLOCK 3 EXPIRES: 12/16/2024

# INSURANCE COMPANIES 3353 Peachtree Road NE, Suite 1000

Cer	tificate of Insurar	nce		Atlanta, 0	GA 303	26 		2000
	Certificate Holder:	OKALOOSA COU 1701 STATE ROA EGLIN AIR FORG	AD I	85 NORTH		TRATION	757 - 10	
Í	Named Insured:	VNE AVIATION, 257 MIRACLE ST MARY ESTHER,	RIF	•	OMPA	NY		
	Policy Period: Policy Number:	1000324964-03		R 20, 2021		: _SEPTEMBER	20, 2022	
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# ACORD<sup>®</sup>

# **CERTIFICATE OF AIRCRAFT INSURANCE**

DATE (MM/DD/YYYY)

11/08/2021

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

IMPORT	ANT: If	the	OR PRODUCER, A certificate holder	is an ADDITIO	DNAL IN	SURED, the	policy(	ies) must ha	ve ADDITIONA	L INSURE	D provisio	ns or be	e endorsed.		
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CONTRACT: L03-0210-AP

HANGER 6, INC.

**BSAP GROUND LEASE LOT 2 BLOCK 3** 

#### **CERTIFICATE OF INSURANCE**

Certificate Issued to: Okaloosa County Board of Commissioners Destin - Fort Walton Beach Airport Administration,

1701 State Road 85 North, Eglin AFB, FL 32542-1498

Insured:

Timothy E Ray

Address:

225 Yacht Club Drive NE. Fort Walton Beach, FL 32548-6421

**Policy Number:** 

SAV100499401

**Effective Dates:** 

01/20/2021 to 01/20/2022

Insurer:

StarStone National Insurance Company, c/o London Aviation Underwriters, Inc.

Producer:

Arthur J. Gallagher Risk Mgmt Services, St Charles, IL Ph. 1-888-830-1295

Coverage:

N121TR 2020 Piper PA46-500TP

AIRCRAFT LIABILITY - Bodily Injury (Excluding Occupants), Damage to Property, and Bodily

Injury to Passengers (Excluding Crew)

Combined Single Limit \$2,000,000 Each Occurrence

Includes SAV 0161 Non-Commercial Premises Liability Endorsement

Certificate Holder is named as an Additional Insured. See Policy language for limiting Parameters. EXCLUDING any loss, damage, injury or liability which arises from above named Certificate Holder's negligence, whether sole or proportional, or the willful misconduct of above named Certificate Holder or their servants.

The Insurer agrees to provide the above named Certificate Holder at least 30 days notice, or 10 days notice if due to non-payment of premium, prior to cancellation or material change in the above coverage by the insurer.

This certificate or verification 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 or verification 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 the policy.

This Certificate cancels and supercedes any previously issued Certificates.

Date:

1/14/2021 7:57:46 AM

By:

Authorized Representative

LONDON AVIATION UNDERWRITERS, INC. 33405 6th Ave S, Federal Way, WA 98003-6335

CONTRACT: L03-0210-AP HANGER 6, INC.

BSAP GROUND LEASE LOT 2 BLOCK 3



# **CERTIFICATE OF AIRCRAFT INSURANCE**

DATE (MM/DD/YYYY)

12/01/2020

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CONTRACT#: L03-0210-AP
HANGER 6, INC.
BASAD GROUND LEASE LOTS

BASAP GROUND LEASE LOT2/BLOCK 3

#### CERTIFICATE OF INSURANCE

Certificate Issued to: Okaloosa County Airport Administration, 1701 State Road 85 North, Eglin AFB, FL 32542

Insured:

Timothy E Ray

Address:

225 Yacht Club Drive NE, Fort Walton Beach, FL 32548-6421

**Policy Number:** 

SAV100499400

**Effective Dates:** 

01/20/2020 to 01/20/2021

Insurer:

StarStone National Insurance Company, c/o London Aviation Underwriters, Inc.

Producer:

Arthur J. Gallagher Risk Mgmt Services, St Charles, IL Ph. 1-888-830-1295

Coverage:

N121TR 2020 Piper PA46-500TP

AIRCRAFT LIABILITY - Bodily Injury (Excluding Occupants), Damage to Property, and Bodily

Injury to Passengers (Excluding Crew)

Combined Single Limit \$1,000,000 Each Occurrence

Includes SAV 0161 Non-Commercial Premises Liability Endorsement

Certificate Holder is named as an Additional Insured. See Policy language for limiting Parameters. EXCLUDING any loss, damage, injury or liability which arises from above named Certificate Holder's negligence, whether sole or proportional, or the willful misconduct of above named Certificate Holder or their servants.

The Insurer agrees to provide the above named Certificate Holder at least 30 days notice, or 10 days notice if due to non-payment of premium, prior to cancellation or material change in the above coverage by the insurer.

This certificate or verification 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 or verification 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 the policy.

This Certificate cancels and supercedes any previously issued Certificates.

Date:

1/13/2020 9:55:04 AM

By:

Authorized Representative

LONDON AVIATION UNDERWRITERS, INC. 33405 6th Ave S, Federal Way, WA 98003-6335

hangar six

Lorendo Stillet

L 13-62107AP



#### **INSURANCE COMPANIES**

3353 Peachtree Road NE, Suite 1000 Atlanta, GA 30326

Cert	<u>ificate of Insural</u>	nce		<del></del>		<del>_</del>	
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F	Policy Period:	From:	SEPTEMB	ER 20, 2020	To: SEPTEMBE	R 20, 2021	
	Policy Number:	-	24964-02				
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Starr 10201 (6/06)

(Authorized Representative)

# ADDITIONAL INSURED ENDORSEMENT

This policy is a	amended as follows:				
The provisions	of this endorsement shall apply with respect to	: <u>N413P</u>			
(Only the claus	e(s) indicated by an "X" shall apply.)				
☐ The sched	uled persons or organizations are included as ad	ditional insu	red.		
	neduled persons or organizations are cluded as additional insured.	the reg	gistered	owner	of
The sched	duled persons or organizations are included a	as additiona	l insured t	out only	as respects liability
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schedule shall	extended by this endorsement shall not appl be insured for <b>bodily injury</b> or <b>property da</b> epair, sale, or servicing of aircraft by that persor	<mark>nage</mark> which	arises fro	or organi om the	ization named in the design, manufacture,
Schedule:					
Address 17	KALOOSA COUNTY AIRPORT ADMINISTRATION 01 STATE ROAD 85 NORTH GLIN AIR FORCE BASE, FL 32545	1			
Name Address					
Name Address					
All other provis	sions of this policy remain the same.				
	ent becomes effective <u>SEPTEMBER 20, 2020</u> 1000324964-02 VNE AVIATION, LLC, A FLORIDA COMPANY	to be attache	ed to and h	ereby ma	ade a part of:
By STARR	INDEMNITY & LIABILITY COMPANY			· · · · · · · · · · · · · · · · · · ·	
Endorsement N		Ву	se l	12	5
2010 01 10000	TO TEMPER OF ESTA (MIS)	•	(Autho	rized Re	oresentative)



## CERTIFICATE OF AIRCRAFT INSURANCE

DATE (MM/DD/YYYY)

08/03/2018

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). CONTACT Ladd Gardner Aviation Insurance Agency, Inc. FAX PHONE (A/C, No) PO Box 183 ADDRESS Addison, TX 75001 CUSTOMER ID#: INSURER(S) AFFORDING COVERAGE NAIC# INSURED INSURER A: U.S. SPECIALTY INSURANCE COMPANY 100% Hanger 6, LLC INSURER B INSURER C 123 Country Club Drive West INSURER D Destin, FL 32541 INSURER E: INSURER F 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, <u>EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS</u> POLICY INFORMATION **CERTIFICATE NUMBER:** REVISION NUMBER: POLICY TYPE LINE OF BUSINESS SUBCODE INDUSTRIAL AID X PLEASURE & BUS COMMERCIAL X AIRPLANE HELICOPTER MIXED FLEET EXCESS QUOTA SHARE NON-OWNED X LIABILITY ONLY **HULL & LIABILITY** HULL ONLY AIRCRAFT INFORMATION ACORD 333, Aircraft Schedule attached YEAF MAKE MODEL SERIAL NUMBER REGISTRATION NUMBER 1950 Beech A45 N34AF TERRITORY. AIRCRAFT COVERAGES INSURER LETTER POLICY NUMBER EXPIRATION DATE FEEECTIVE DATE ADDITIONAL INSURED? (Y/N) SUBROGATION WAIVED? (Y/N) AC3009286-02 8/15/2018 8/15/2019 COVERAGE **OPTIONS** LIMIT APPLIES TO APPLIES TO LIMIT X ALL RISK GROUND AND FLIGHT 250 Ded. - Not in motion AIRCRAFT HULL 225,000 AGREED VALUE 2,500 Ded. - In motion 1,000,000 X LIABILITY EA OCC \$ EA PER AIRCRAFT LIABILITY 100,000 **EAPASS** \$ AGGR \$ INCLUDING CREW MEDICAL PAYMENTS \$ EA OCC 5,000 EA PER \$ 10,000 **EXCLUDING CREW** COVERAGE CODE DESCRIPTION **OPTIONS** APPLIES TO APPLIES TO LIMIT LIMIT DESCRIPTION OF OPERATIONS / REMARKS (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Certificate Holder is included as an Additional Insured. CERTIFICATE HOLDER CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE Okaloosa County EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. 5479 A Old Bethel Road AUTHORIZED REPRESENTATIVE Crestview, FL 32536 ···· © 2009, 2015 ACORD CORPORATION. All rights reserved.

ACORD 21 (2016/03)

The ACORD name and logo are registered marks of ACORD

CONTRACT#: L03-0210-AP

HANGER SIX, LLC

BASAP GROUND LEASE/LOT 2 BLOCK 3

OP ID: NO.

HANGA-1

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/27/2018

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.

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Crestview, FL 32536	AUTHORIZED REPRESENTATIVE  Manuelt 5 logs

ACORD 25 (2016/03)

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OP ID: ND

400,000

CORE

### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 02/14/2018

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.

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CONTACT Garrett Floyd 850-729-2131 PRODUCER Niceville Insurance Agency PHONE (A/C, No, Ext): 850-729-2131 FAX No. 850-729-2134 109 Bullock Blvd E-MAIL ADDRESS: garrett@niafl.net Niceville, FL 32578 RECEIVED Garrett Floyd INSURER(S) AFFORDING COVERAGE NAIC # INSURER A : General Security Indemnity Co FEB 1 5 2018 INSURER B: Evanston Insurance Company INSURED Hangar Six LLC c/o Peter Bayer INSURER C : 257 W. Miracle Strip Pkwy Mary Esther, FL 32569 INSURER D INSURER E. INSURER F :

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

20568-00527-1701

dminer@co.okaloosa.fl.us; pfmcbayer@cox.net Fax 651-7164 Certificate holder is additional insured for liability purposes, and loss

payee. Location: 5545 John Givens Rd Blk 3 Lot2, Crestview, FL 32539

L03-0210-AP

12/21/2017 12/21/2018 Building

CERTIFICATE HOLDER		CANCELLATION
Okaloosa County 5749 A Old Bethel Road	OKALO28	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
Crestview, FL 32536		Manutt 5 lys

Property Section

#### AMENDMENT ONE TO HANGAR LEASE L03-0210-AP

# HANGAR SIX, INC. HANGAR LEASE AT THE BOB SIKESAIRPORT

This First Amendment made and entered into this <u>21st</u> day of <u>June</u>, 2017, hereby approves this First Amendment for lease L03-0210-AP by Hangar Six, Inc. ("Lessee"), and Okaloosa County, Florida through its Board of County Commissioners (hereinafter the "County").

#### WITNESSETH:

WHEREAS, on December 7, 2002, Lessee entered into a Lease Agreement, L03-0210-AP with the County for Hanger Space at the Bob Sikes Airport, which was supplemented with the Supplemental Agreement Number One on July 16, 2007, with a current expiration date of December 16, 2024 (hereinafter the "Lease"); and

WHEREAS, the new language for storage of items in the hangar was approved by the Board of County Commissioners in open session on November 15, 2016; and

**WHEREAS**, Section 11 of the Lease, titled "Care of Leased Premises" will be changed to correspond to the new language which was approved by the Board.

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

1. Section 11 titled "Care of Leased Premises" of L03-0210-AP is hereby replaced in its entirety with the following provision:

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

(The remainder of this page intentionally left blank)

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

OKALOOSA COUNTY, FLORIDA

SEAL

Carolyn N. Ketchel, Chairman

Date:

ATTEST:

J.D. Peacock II, Clerk

LESSEE

William R. Marshall

President

Hangar Six, Inc.

Date: 12-9-16

ATTEST:

Witness

Witness

Page 2 of 3 L03-0210-AP

sa a Metebell

#### **ACKNOWLEDGMENTS**

STATE OF 7	Tooko	
COUNTY OF	Okaloosa	

Before me, the undersigned officer duly authorized to take acknowledgments in the COUNTY and STATE aforesaid, personally appeared WILLAIM R. MARSHALL 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.

My Commission Expires: 118

Notary Public State of Florida Melissa A Mitchell My Commission GG 036897 Expires 01/18/2021



# BOARD OF COUNTY COMMISSIONERS AGENDA REQUEST

DATE:

June 20, 2017

TO:

Honorable Chairman and Members of the Board

FROM:

Tracy Stage

SUBJECT:

Hangar Six Amendment One Bob Sikes Airport

**DEPARTMENT:** 

Airport

BCC DISTRICT:

1

STATEMENT OF ISSUE: The Airports Department requests approval by the Board of County Commissioners for Amendment Number One to the Hangar Six, Inc. Hangar Lease Agreement, Block 3 Lot 2, at the Bob Sikes Airport (L03-0210-AP).

BACKGROUND: On December 7, 2002, Hangar Six, Inc. entered into a Lease Agreement for Hangar Space at the Bob Sikes Airport. On November 15, 2016, the Board approved new language for the storage of items in lessee's hangars. Hangar Six, Inc. requests this new Care of Leased Premises language be added to the 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 BCC 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 Hangar Six, Inc. 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 Hangar Six, Inc. Amendment Number One to Hangar Lease at Bob Sikes Airport as described above.

RECOMMENDED BY:

APPROVED BY:

Hofstad, County Administrator

6/13/2017

John Hofstad, County Administrator

# CONTRACT & LEASE INTERNAL COORDINATION SHEET

Contract/Lease Number: Lo3 - 0210 - HP	Tracking Number: 2128-17
Contractor/Lessee Name: Hayer 518, LLC	Grant Funded: YES NO_K_
Purpose: Breiding one to Hanga lease	
Date/Term: 12-16-24 1.	. GREATER THAN \$50,000
Amount: \$5,399.35 annuly As de 2.	. GREATER THAN \$25,000
· · · · · · · · · · · · · · · · · · ·	. 🗌 \$25,000 OR LESS
Dept. Monitor Name: Style / miner	
Document has been reviewed and includes any attachments	s or exhibits.
Purchasing Review	
Procurement requirements are met:	
Ch- Forell	Date: <u>"/г/гоњ</u>
Purchasing Director or designee Zan Fedorak, Charles Po	well, DeRita Mason
Risk Management Review	
Approyed as written: With COI as outlined in	perse
Laura Johnson	Date: 11/21/2016
Risk Manager of designee Laura Porter or Krystal Kir	ng / /
County Attorney Review See emil dated 11/22	rlran
Approved as written:	7 - 2 - 19
County Attorney Gregory T. Stewart, Lynn Hoshiho	Date:
Following Okaloosa County app	roval:
Contract & Grant	
Document has been received:	
Contracts & Grants Manager	Date:

#### **Charles Powell**

From:

Parsons, Kerry < KParsons@ngn-tally.com>

Sent:

Tuesday, November 22, 2016 3:52 PM

To:

Dave Miner

Cc:

Stephanie Herrick; Charles Powell; Zan Fedorak; Lynn Hoshihara

Subject:

RE: Hangar Amendments L03-0210-AP

The First Amendment to L03-0210-AP, Hangar Six, Inc. is approved for legal sufficiency.

From: Dave Miner [mailto:dminer@co.okaloosa.fl.us]

Sent: Tuesday, November 22, 2016 4:32 PM

To: Parsons, Kerry

Cc: Stephanie Herrick; Charles Powell; Zan Fedorak; Lynn Hoshihara

**Subject:** RE: Hangar Amendments

Ms. Parsons:

Corrections accepted and made.

Dave

From: Parsons, Kerry [mailto:KParsons@ngn-tally.com]

Sent: Tuesday, November 22, 2016 2:36 PM

To: Dave Miner

Cc: Stephanie Herrick; Charles Powell; Zan Fedorak; Lynn Hoshihara

**Subject:** RE: Hangar Amendments

Hey Dave:

Attached please find my revisions to the eight hangar amendments you sent me earlier. When you send them back, please senc the subject line specify the hangar lease you are looking for legal approval on. That way it will make the approval documents ea processing for the board's agenda.

#### SUPPLEMENTAL AGREEMENT NUMBER ONE

TO

#### ORIGINAL LEASE DATED DECEMBER 17, 2002

#### **BETWEEN**

# BOARD OF COUNTY COMMISSIONERS OKALOOSA COUNTY, FLORIDA

AND

#### HANGAR SIX, INC

This SUPPLEMENTAL AGREEMENT NUMBER ONE, fully executed this day of \_\_\_\_\_\_\_, 2007, by and between the OKALOOSA COUNTY, FLORIDA (hereinafter called "COUNTY") and HANGAR SIX, INC (hereinafter called "LESSEE").

#### WITNESSETH:

WHEREAS, the LESSEE entered into an Original Lease Agreement effective December 17, 2002; (hereinafter referred to "LEASE") for the purpose of permitting LESSEE to maintain one (1) hangar for storage of individually-owned/corporate owned aircraft on BLOCK 3 LOT 2 at the Bob Sikes Airport in the County of Okaloosa, State of Florida (hereinafter referred to as "AIRPORT"), totaling TEN THOUSAND THREE HUNDRED TWENTY FOUR (10,324) square feet at <u>FORTY (\$.40)</u> cents per square foot with an expiration date of December 16, 2022. 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.

WHEREAS, this SUPPLEMENTAL AGREEMENT NO. ONE shall be subject to the terms, covenants, conditions, and agreements to be kept, performed and observed by LESSEE as stipulated in the Original Lease Agreement and not amended in this AGREEMENT.

NOW, THEREFORE, the parties hereto, for, and in consideration of that LEASE, agree as follows to this AGREEMENT as herein set forth:

L03-0210-AP22-76 LESSEE: HANGAR 6, INC. BSAP LEASE LOT 2/BLOCK 3 EXPIRES: 12/16/2024

#### **SECTION 1: NAME CHANGE**

The name of the company on the lease will change from Hangar Six, Inc. to Hangar Six, LLC.

#### **SECTION 2: TERM**

The lease effective date shall change to December 17, 2004. The term of the lease shall be extended an additional two (2) years with a new termination date of December 16, 2024. This is due to not having access to the South side of their hangar.

#### **SECTION 3: AIRCRAFT OWNERSHIP**

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

#### **SECTION 4: 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 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 every year in accordance with Section 7. The ground lease and applicable sales tax will be billed annually, in advance, and is payable to the Airports Director, Okaloosa County Airports, 1701 Highway 85 North, Eglin Air Force Base, Florida, 32542-1413. The lease includes TEN THOUSAND THREE HUNDRED

TWENTY FOUR (10,324) square feet at <u>FORTY FIVE</u> (\$.45) cents per square foot per year for a total annual cost of <u>FOUR THOUSAND SIX HUNDRED FORTY FIVE</u> <u>DOLLARS AND EIGHTY CENTS</u> (\$4,645.80) plus tax.

#### b. **LEASE CREDITS**:

LESSEE will be forgiven one years billing by the COUNTY as a request of not having full access to taxiway connector from LESSEEs hangar..

#### c. PAYMENT EFFECTIVE DATE:

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

#### d. LATE CHARGES:

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

#### **SECTION 7: ESCALATION CLAUSE:**

The ground lease shall be increased annually to reflect the increase in the Consumer Price Index ("CPI") from the date of the original execution hereof by both parties. The "CPI" shall be the revised Consumer Price Index for All Urban Consumers for all items - U. S. City Average, published by the Bureau of Labor Statistics, U. S. Department of Labor, 1982-84 = 100 (CPI-U).

#### **SECTION 8: UTILITIES**

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

#### **SECTION 9: RIGHTS OF LESSOR**

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

- b. COUNTY reserves itself, its successors, and assigns for the use and benefits of the public, a right of flight for the passage of aircraft in the airspace above the surface of the real property hereinafter described together with the right to cause in said airspace such noises as may be inherent in the operations of aircraft, now known or hereafter used for navigation of or flight in the said airspace, and for use of said airspace for landing on, taking off from, or operating on the AIRPORT.
- c. LESSEE expressly agrees for itself, its successors, and assigns to prevent any use of the hereinafter-described real property, which would interfere with or adversely affect the operation or maintenance of the AIRPORT, or otherwise constitute an airport hazard.
- d. LESSEE expressly agrees for itself, its successors, and assigns, to restrict the height of structures, objects, of natural growth, and other obstructions on the hereinafter described real property to such height so as to comply with the Federal Aviation Regulations, Part 77.

#### SECTION 10: COMPLIANCE WITH GOVERNMENTAL PROCEDURES

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

#### **SECTION 11: CARE OF LEASED PREMISES**

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

#### SECTION 12: MAINTENANCE IN LEASED PREMISES

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

### **SECTION 13: TAXES**

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

#### SECTION 14: ASSIGNMENT AND SUBLEASE

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

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

#### **SECTION 15: INSPECTION ON ASSIGNMENT**

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

#### SECTION 16: RISK OF LOSS OR DAMAGE TO HANGAR

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

#### SECTION 17: RIGHTS OF ENTRY RESERVED

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

#### **SECTION 18: INSURANCE**

#### a. 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 <u>ONE MILLION (\$1,000,000.00)</u> dollars Combined Single Limit (CSL) each. The COUNTY reserves the right to increase the minimal aircraft liability and public liability insurance requirements as circumstances may warrant.

#### b. PROPERTY:

The damage, destruction, or partial destruction of any permanent building or other improvement which is part of the Leased Premises shall not release LESSEE from any obligations hereunder nor shall it cause a rebate or an abatement in rent then due or

thereafter becoming due under the terms hereof. In case of damage to or destruction of any such building or improvement, LESSEE shall at its own expense, promptly repair and restore the property to a condition as good or better than that existed prior to the damage or destruction.

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

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

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

#### **SECTION 19: NOTICES**

Any and all notices to be given under this LEASE may be served by enclosing the same in a sealed envelope and directed to the other party at its address and deposited in the mail as first class mail with postage therein paid. When so given, such notice shall be effective from the date of mailing. Unless otherwise provided in writing by the parties hereto, the address of the AIRPORT DIRECTOR is as follows: Okaloosa County Airports, 1701 Highway 85 North, Eglin Air Force Base, Florida 32542-1413. The address of the LESSEE is: Hangar Six, LLC, Cloyce Darnell, 1 Longwood Drive, Shalimar, FL 32579-1013.

#### **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 32542-1413	

#### SECTION 28: CONSTRUCTION AND APPLICATION OF TERMS

The section and paragraph headings in this LEASE are inserted only as a matter of convenience and for reference, and in no way define, limit, or describe the scope or intent of any portion hereof. The parties have participated jointly in the negotiation and drafting of this Lease. In the event an ambiguity or question of intent or interpretation arises, this Lease shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provisions of this Lease. Both parties have had an opportunity to have their respective legal counselors review this Lease.

#### **SECTION 29: LEGAL DESCRIPTION**

Commence at the Northwest corner of Section 11, also being the Northeast corner of Section 10, Township 3 North, Range 23 West, Okaloosa County, Florida; Thence run South 88°23'20" East, along a projection of the North boundary line of said Section 10, for a distance of 853.56 feet to the Bob Sikes Control Baseline, lying parallel to and 250.00 feet West of the airport runway centerline; Thence run South 07°59'24" East, along the said Bob Sikes Control Baseline, for a distance of 2249.31 feet to Station 42+22.18 on said control baseline, Thence leaving said baseline, run South 82°08'39" West, for a distance of 664.43 feet to the point of beginning, from said point of beginning, Thence continue South 82°08'39" West for a distance of 170.50 feet; Thence run South 07°50'48" East for a distance of 60.50 feet; Thence run North 82°08'39" East for a distance of 170.50 feet; Thence run North 07°50'48" West for a distance of 60.50 feet to the point of beginning. The above described parcel of land lying in and being a portion of Section 11, Township 3 North, Range 23 West, Okaloosa County, Florida, and containing an area of 0.237acres, 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 for 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

DON R. AMUNDS

**CHAIRMAN** 

ATTEST:

GARY J. STANFORD

DEPUTY CLERK OF CIRCUIT

OKALOOSA COUNTY, FLORIDA

WILLIAM R. MARSHALL

**PRESIDENT** 

HANGAR SIX, INC

HANGAR SIX, LLC

#### **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 WILLIAM R. MARSHALL 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 2nd day of July , 2007, AD.

Laura Michelle Garner

Commission No. DD 654835

My Commission Expires 3-25-11

NOTARY

My Commission expires: 3.25-1

L03-0210-AP20-76 LESSEE: HANGER 6, INC. BSAP GROUND LEASE

EXPIRES: 12/16/2022

#### LEASE FOR HANGAR SPACE

#### **BETWEEN**

# BOARD OF COUNTY COMMISSIONERS OKALOOSA COUNTY, FLORIDA

#### AND

Hangar Six, Inc.

This LEASE FOR HANGAR SPACE, fully executed this 174 day of 1000 december, 2002, 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 Hangar 6, Inc. (hereinafter called "LESSEE").

#### WITNESSETH:

COUNTY hereby lets to LESSEE and LESSEE hereby hires and takes from COUNTY at the Bob Sikes Airport in the County of Okaloosa, State of Florida (hereinafter referred to as "AIRPORT"), that certain location designated 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. Said hangar is to be constructed by the COUNTY with funding provided by the Florida Department of Transportation (FDOT) and the LESSEE.

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

#### **SECTION 1: TERM**

This LEASE shall be for a term of approximately TWENTY (20) years and shall take effect on the  $\frac{12-17-02}{12}$  and end on the  $\frac{12-16-22}{12}$ .

#### 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.

#### **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**

Hangar is to be constructed within ONE (1) year of execution of this LEASE. The COUNTY'S share of the financing shall be limited to the amount of FDOT funding. The balance of the cost shall be funded by LESSEE. Hangar and related taxiway contracts shall be secured using COUNTY purchasing procedures. An extension shall be granted in the event a Force Majeure or national emergency occurs.

#### 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: TAXILANES**

LESSEE shall be responsible for funding to construct the associated taxilanes providing access between the hangar and airport taxiways. COUNTY shall maintain said taxilanes upon discovery of deterioration caused by fair wear and tear or natural elements.

#### **SECTION 7: RENTALS**

#### a. GROUND LEASE:

LESSEE shall pay in advance an annual ground lease fee. Payments shall begin upon completion of the hangar. The ground lease and applicable sales tax will be billed annually, in advance, and is payable to the Airports Director, Okaloosa County Airports, 1701 Highway 85 North, Eglin Air Force Base, Florida, 32542-1413. The lease includes NINE THOUSAND SEVEN HUNDRED FIFTY (9,750) square feet at FORTY CENTS (\$.40) per square foot per year for a total annual cost of THREE THOUSAND NINE HUNDRED (\$3,900) dollars 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 8: ESCALATION CLAUSE:**

The annual ground lease fee for each successive FIVE (5) year period of the term of this LEASE shall be increased 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 9: 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 10: 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 described 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 said new location is reasonably accessible to the taxiways and runways. Further provided the COUNTY shall make all reasonable effort to provide adequate temporary shelter for LESSEE'S aircraft during the relocation.
- 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 11: 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 12: 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. 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 County premises.

#### **SECTION 13: MAINTENANCE IN LEASED PREMISES**

LESSEE shall not perform any maintenance in the Leased Premises except for the following: changing tires and batteries, servicing batteries, changing oil, vacuuming aircraft, and replacement of plugs, (washing aircraft shall be accomplished at an FDEP approved wash rack) the above considered minor maintenance for an individually-owned/corporate-owned aircraft. An approved Operating Policy relative to Aircraft Maintenance and Fueling of individually owned aircraft is attached herewith and made a part of this LEASE as Exhibit "A" for better clarification and compliance procedures. Repairs and maintenance of aircraft not individually owned by LESSEE are strictly prohibited in the leased area. If the aircraft is determined to be unsafe for flight, such repairs as may be necessary to render the aircraft airworthy may be performed. LESSEE shall advise the COUNTY of such requirement before repair is undertaken. LESSEE shall park ground transportation in LESSEE's leased area only and in a manner so as not to compromise maneuvering of aircraft and safety of others.

#### SECTION 14: TAXES

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

#### SECTION 15: ASSIGNMENT AND SUBLEASE

All subsequent transfers and assignments of any interest, including mortgages thereon, require written approval in advance by COUNTY and payment of Approval Fee of TWENTY-FIVE (\$25.00) dollars to cover administrative costs.

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 16: 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 17: 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 18: RIGHTS OF ENTRY RESERVED

COUNTY has the right to inspect the Leased Premises at any time upon provision of adequate advance notice.

#### **SECTION 19: 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 20: 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: Hangar Six, Inc., 226 Troy Street, Fort Walton Beach, FL 32548.

#### **SECTION 21: 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 22: BINDING AGREEMENT**

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

#### **SECTION 23: PROHIBITED ACTS**

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

#### SECTION 24: COMMERCIAL ACTIVITY PROHIBITED

LESSEE shall not conduct commercial activity of any nature or kind on the Leased Premises.

#### SECTION 25: 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 26: 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 FORTY- FIVE (45) days, this LEASE would be terminated and in such event of termination, the improvements thereon would become the property of COUNTY.

#### **SECTION 27: 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 28: PLACE OF PAYMENTS**

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

AIRPORTS DIRECTOR
OKALOOSA COUNTY AIRPORTS
1701 HIGHWAY 85 NORTH
EGLIN AFB, FLORIDA 32542-1413

#### SECTION 29: CONSTRUCTION AND APPLICATION OF TERMS

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

#### SECTION 30: ENTIRE LEASE

This LEASE consists of the following: Sections 1 to 29, and Exhibit "A". It constitutes the entire LEASE of the parties on the subject matter hereof and may not be changed, modified, discharged, or extended except by written instrument duly executed by COUNTY and LESSEE.

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

BOARD OF COUNTY COMMISSIONERS OKALOOSA COUNTY, FLORIDA

JACKIE BURKETT

**CHAIRMAN** 

ATTEST:

NEWMAN C. BRACKIN CLERK OF CIRCUIT COURT Hangar 6, Inc.

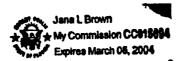
Luesa a-Clerburg WITNESS AUTHORIZED REPRESENTATIVE

#### **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 \( \frac{1}{1600} \) \( \frac{1}{1600} \) \( \frac{1}{1600} \) 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 12 day of November, 2002, AD.



**NOTARY** 

My

Commission

expires:

STATE OF FLORIDA COUNTY OF OKALOOSA

Before me, the undersigned officer duly authorized to take acknowledgments in the COUNTY and STATE aforesaid, personally appeared JACKIE BURKETT, CHAIRMAN, of the BOARD OF COUNTY COMMISSIONERS of Okaloosa County, Florida, and GARY STANFORD, Deputy Clerk of Circuit Court, who known to me to be

the Chairman and Deputy Clerk of the Board of County Commissioners of Okaloosa County, Florida, and they acknowledged executing the foregoing instrument freely and voluntarily under authority duly vested in them by said COUNTY and STATE and that the seal affixed thereto is the true seal of said COUNTY.

Witness my hand and official seal in the COUNTY and STATE last aforesaid this day of \_\_\_\_\_\_ December \_, 2002, AD.

My Commission expires:

Jean A. Walker

MY COMMISSION # CC883317 EXPIRES
October 27, 2003
BONDED THRU TROY FAIN INSURANCE, INC.

#### EXHIBIT "A"

#### OPERATING POLICY

### Destin/Ft. Walton Beach Airport and Bob Sikes Airport

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.
- 1. 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 panel-mounted navigation and communication devices that employ tray-mounted 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 services 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 will determine the location after review with the 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. 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 and the Contractor.

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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 excepted 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.