

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 04/03/2019

Contract/Lease Control #: L19-0473-AP

Procurement#: NA

Contract/Lease Type: LEASE

Award To/Lessee: ZEB LEE WATTS AND CHRISTOPHER MARTIN

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 04/02/2019

Expiration Date: 04/01/2039 W/1 20 YR RENEWAL

Description of Contract/Lease: HANGAR LEASE BLOCK 1 LOT 4

Department: AP

Department Monitor: STAGE

Monitor's Telephone #: 850-651-7160

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

Closed:

Cc: Finance Department Contracts & Grants Office



CERTIFICATE OF PROPERTY INSURANCE

WCALCUTT

DATE (MM/DD/YYYY)
01/05/2024

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.

PRODUCER Falcon Insurance Agency PO Box 6220 Lakeland, FL 33807	CONTACT NAME: Maria Cruz	FAX (A/C, No):
	PHONE (A/C, No, Ext): (863) 646-9688	E-MAIL ADDRESS: mcruz@falconinsurance.com
	PRODUCER CUSTOMER ID: ZEBWATCH01	
INSURED Chris Martin; Zeb Watts 4723 Live Oak Church Rd Crestview, FL 32539	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Lexington Insurance Company	19437
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	

COVERAGES CERTIFICATE NUMBER: 2 REVISION NUMBER:

LOCATION OF PREMISES / DESCRIPTION OF PROPERTY (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Location: 5523 John Givens, Crestview, FL 32539
Wind & Hail Deductible: Minimum \$10,000.or 5%
SEE ATTACHED ACORD 101

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	COVERED PROPERTY	LIMITS	
A	<input checked="" type="checkbox"/> PROPERTY	41-LX-018520944-4	01/09/2024	01/09/2025	<input checked="" type="checkbox"/> BUILDING	\$ 173,056	
	CAUSES OF LOSS				DEDUCTIBLES	PERSONAL PROPERTY	\$
	BASIC				BUILDING	BUSINESS INCOME	\$
	BROAD				CONTENTS	EXTRA EXPENSE	\$
	<input checked="" type="checkbox"/> SPECIAL					RENTAL VALUE	\$
	EARTHQUAKE					BLANKET BUILDING	\$
	WIND					BLANKET PERS PROP	\$
	FLOOD					BLANKET BLDG & PP	\$
					\$		
	INLAND MARINE	TYPE OF POLICY				\$	
	CAUSES OF LOSS					\$	
	NAMED PERILS	POLICY NUMBER				\$	
						\$	
	CRIME					\$	
	TYPE OF POLICY					\$	
						\$	
	BOILER & MACHINERY / EQUIPMENT BREAKDOWN					\$	
						\$	
						\$	

SPECIAL CONDITIONS / OTHER COVERAGES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CONTRACT:L19-0473-AP
Zeb Lee Watts and Christopher Martin
Hangar Lease Block 1 Lot 4
EXPIRES:04/01/2039 w/1 20 yr renewal

CERTIFICATE HOLDER	CAN
Okaloosa County of Board of Commissioners Lease#L19-0473-ap 1701 State Rd 84, N Destin-Fort Walton Beach Airport Eglin A F B, FL 32542	SH THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Wendy Calcutt</i>



AGENCY CUSTOMER ID: ZEBWATCH01

WCALCUTT

LOC #: _____

ADDITIONAL REMARKS SCHEDULEPage 1 of 1

AGENCY Falcon Insurance Agency		NAMED INSURED Chris Martin; Zeb Watts 4723 Live Oak Church Rd Crestview, FL 32539	
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: ACORD 24 FORM TITLE: Certificate of Property Insurance

Description of Property:
 Location: 5523 John Givens, Crestview, FL 32539
 Wind & Hail Deductible: Minimum \$10,000.or 5%
 Certificate Holder is listed as Additional Insured, see attached endorsement.

SUPPLEMENTAL FORM DECLARATION FOR CG2010 1219

ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - SCHEDULED PERSON OR
ORGANIZATION

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
BOB SIKES AIRPORT	5523 JOHN GIVENS, Crestview, FL 32539
Okaloosa County Board of County Commissioners Lease # L19-0473-AP Destin- Fort Walton Beach Airport Administration 1701 State Road 85 N Eglin AFB, FL 32542	5523 John Givens, Crestview, FL 32539
Okaloosa County Board of County Commissioners Lease # L19-0473-AP Destin- Fort Walton Beach Airport Administration 1701 State Road 85 N Eglin AFB, FL 32542	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LOSS PAYABLE PROVISIONS

This endorsement modifies insurance provided under the following:

- BUILDING AND PERSONAL PROPERTY COVERAGE FORM
- BUILDERS' RISK COVERAGE FORM
- CONDOMINIUM ASSOCIATION COVERAGE FORM
- CONDOMINIUM COMMERCIAL UNIT-OWNERS COVERAGE FORM
- STANDARD PROPERTY POLICY

SCHEDULE

Premises Number:	1	Building Number:	1	Applicable Clause (Enter C., D., E., or F.):	C.1.
Description Of Property: HANGAR					
Loss Payee Name: Okaloosa County Board of County Commissioners, Lease # L19-0473-ap					
Loss Payee Address: 1701 State Road 85 N, Destin-Fort Walton Beach Airport Administration, Eglin AFB, FL 32542					
Premises Number:		Building Number:		Applicable Clause (Enter C., D., E., or F.):	
Description Of Property:					
Loss Payee Name:					
Loss Payee Address:					
Premises Number:		Building Number:		Applicable Clause (Enter C., D., E., or F.):	
Description Of Property:					
Loss Payee Name:					
Loss Payee Address:					
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.					

- A. When this endorsement is attached to the Standard Property Policy **CP 00 99**, the term Coverage Part in this endorsement is replaced by the term Policy.
- B. Nothing in this endorsement increases the applicable Limit of Insurance. We will not pay any Loss Payee more than their financial interest in the Covered Property, and we will not pay more than the applicable Limit of Insurance on the Covered Property.

The following is added to the **Loss Payment Loss Condition**, as indicated in the Declarations or in the Schedule:

C. Loss Payable Clause

For Covered Property in which both you and a Loss Payee shown in the Schedule or in the Declarations have an insurable interest, we will:

- 1. Adjust losses with you; and
- 2. Pay any claim for loss or damage jointly to you and the Loss Payee, as interests may appear.

D. Lender's Loss Payable Clause

- 1. The Loss Payee shown in the Schedule or in the Declarations is a creditor, including a mortgageholder or trustee, whose interest in Covered Property is established by such written instruments as:
 - a. Warehouse receipts;
 - b. A contract for deed;
 - c. Bills of lading;
 - d. Financing statements; or
 - e. Mortgages, deeds of trust, or security agreements.
- 2. For Covered Property in which both you and a Loss Payee have an insurable interest:
 - a. We will pay for covered loss or damage to each Loss Payee in their order of precedence, as interests may appear.

- b. The Loss Payee has the right to receive loss payment even if the Loss Payee has started foreclosure or similar action on the Covered Property.

- c. If we deny your claim because of your acts or because you have failed to comply with the terms of the Coverage Part, the Loss Payee will still have the right to receive loss payment if the Loss Payee:
 - (1) Pays any premium due under this Coverage Part at our request if you have failed to do so;
 - (2) Submits a signed, sworn proof of loss within 60 days after receiving notice from us of your failure to do so; and
 - (3) Has notified us of any change in ownership, occupancy or substantial change in risk known to the Loss Payee.

- (1) Pays any premium due under this Coverage Part at our request if you have failed to do so;
- (2) Submits a signed, sworn proof of loss within 60 days after receiving notice from us of your failure to do so; and
- (3) Has notified us of any change in ownership, occupancy or substantial change in risk known to the Loss Payee.

All of the terms of this Coverage Part will then apply directly to the Loss Payee.

- d. If we pay the Loss Payee for any loss or damage and deny payment to you because of your acts or because you have failed to comply with the terms of this Coverage Part:
 - (1) The Loss Payee's rights will be transferred to us to the extent of the amount we pay; and
 - (2) The Loss Payee's rights to recover the full amount of the Loss Payee's claim will not be impaired.

- (1) The Loss Payee's rights will be transferred to us to the extent of the amount we pay; and
- (2) The Loss Payee's rights to recover the full amount of the Loss Payee's claim will not be impaired.

At our option, we may pay to the Loss Payee the whole principal on the debt plus any accrued interest. In this event, you will pay your remaining debt to us.

- 3. If we cancel this policy, we will give written notice to the Loss Payee at least:
 - a. 10 days before the effective date of cancellation if we cancel for your nonpayment of premium; or
 - b. 30 days before the effective date of cancellation if we cancel for any other reason.
- 4. If we elect not to renew this policy, we will give written notice to the Loss Payee at least 10 days before the expiration date of this policy.

E. Contract Of Sale Clause

1. The Loss Payee shown in the Schedule or in the Declarations is a person or organization you have entered a contract with for the sale of Covered Property.
2. For Covered Property in which both you and the Loss Payee have an insurable interest we will:
 - a. Adjust losses with you; and
 - b. Pay any claim for loss or damage jointly to you and the Loss Payee, as interests may appear.
3. The following is added to the **Other Insurance Condition**:

For Covered Property that is the subject of a contract of sale, the word "you" includes the Loss Payee.

F. Building Owner Loss Payable Clause

1. The Loss Payee shown in the Schedule or in the Declarations is the owner of the described building, in which you are a tenant.
2. We will adjust losses to the described building with the Loss Payee. Any loss payment made to the Loss Payee will satisfy your claims against us for the owner's property.
3. We will adjust losses to tenants' improvements and betterments with you, unless the lease provides otherwise.

LEXINGTON INSURANCE COMPANY

99 High Street, Boston, MA 02110
COMMON POLICY DECLARATIONS
GENERAL CHANGE ENDORSEMENT

POLICY NO: 41-LX-018520944-1 END: 001
RENEWAL OF 41-LX-018520944-0

ACCOUNT NUMBER:
NAMED INSURED AND MAILING ADDRESS

CHRIS MARTIN AND ZEB WATTS
30 MORENO POINT RD #305B
DESTIN, FL 32541

AGENCY AND MAILING ADDRESS 93575

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

POLICY PERIOD: FROM 01/09/2021 TO 01/09/2022 AT 12:01 AM STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE.

Effective 01/09/2021 this policy amended as shown.

COMMON POLICY DECLARATIONS

For an additional/return premium, the items below are changed as indicated:

ADDING OKALOOSA COUNTY BOCC AS ADDITIONAL INSURED AND LOSS PAYEE

NO ADDITIONAL OR RETURN PREMIUM DUE FOR COMMERCIAL PROPERTY	NO CHANGE
NO ADDITIONAL OR RETURN PREMIUM DUE FOR COMMERCIAL GENERAL LIABILITY	NO CHANGE
PREMIUM DUE FOR COMMERCIAL CRIME AND FIDELITY	
PREMIUM DUE FOR COMMERCIAL INLAND MARINE	
PREMIUM DUE FOR PROFESSIONAL LIABILITY	

NO ADDITIONAL OR RETURN TRANSACTION PREMIUM:	\$0
TOTAL SURCHARGE / TAXES / FEES:	
TOTAL PREMIUM:	\$0

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.

CONTRACT#: L19-0473-AP
ZEB LEE WATTS AND CHRISTOPHER MARTIN
HANGAR LEASE BLOCK 1/LOT 4
EXPIRES: 04/01/2039

Policy No: 41-IX-018520944-1 001
Effective 12:01 a.m. 01/09/2021

AUTHORIZED REPRESENTATIVE SIGNATURE PAGE

THIS IS TO CERTIFY THAT THE INSURANCE COMPANY HAS ISSUED THE ATTACHED ENDORSEMENT TO THE INSURED NAMED ON THE DECLARATIONS PAGE FOR THE REMAINDER OF THE POLICY PERIOD INDICATED ON SUCH DECLARATIONS PAGE. THE INSURANCE AFFORDED BY THIS ENDORSEMENT IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF THE POLICY.



Authorized Representative

COUNTERSIGNATURE (Where Applicable)

LEXINGTON INSURANCE COMPANY

99 High Street, Boston, MA 02110

FORMS SCHEDULE

POLICY NO: 41-LX-018520944-1 END: 001

RENEWAL OF: 41-LX-018520944-0

ACCOUNT NUMBER:

NAMED INSURED AND MAILING ADDRESS

CHRIS MARTIN AND ZEB WATTS
30 MORENO POINT RD #305B
DESTIN, FL 32541

AGENCY AND MAILING ADDRESS

93575

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

POLICY PERIOD: FROM 01/09/2021 TO 01/09/2022 AT 12:01 AM STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE.

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

COMMON POLICY PACKAGE		APPLICABLE COVERAGE PARTS	
IL1207 07-02	Florida Policy Changes	General Liability	Added

COMMERCIAL PROPERTY FORMS		
CP0140 07-06	Exclusion Of Loss Due To Virus Or Bacteria	Modified
CP1218 06-07	Loss Payable Provisions	Added

COMMERCIAL GENERAL LIABILITY FORMS		
CG2010 04-13	Additional Insured - Owners, Lessees Or Contractors - Scheduled Person Or Organization	Modified

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FLORIDA POLICY CHANGES

Effective Date of Change: 01/09/2021

Change Endorsement No.: 001

Named Insured: CHRIS MARTIN AND ZEB WATTS

The following item(s):

<input type="checkbox"/>	Insured's Name	<input type="checkbox"/>	Insured's Mailing Address
<input type="checkbox"/>	Policy Number	<input type="checkbox"/>	Company
<input type="checkbox"/>	Effective/Expiration Date	<input type="checkbox"/>	Insured's Legal Status/Business of Insured
<input type="checkbox"/>	Payment Plan	<input type="checkbox"/>	Premium Determination
<input type="checkbox"/>	Additional Interested Parties:	<input type="checkbox"/>	Coverage Forms and Endorsements
<input type="checkbox"/>	Limits/Exposures	<input type="checkbox"/>	Deductibles
<input type="checkbox"/>	Covered Property/Located Description	<input type="checkbox"/>	Classification/Class Codes
<input type="checkbox"/>	Rates	<input type="checkbox"/>	Underlying Insurance

is (are) changed to read {See Additional Page(s)}:

The above amendments result in a change in the premium as follows:

<input type="checkbox"/>	NO CHANGES	<input type="checkbox"/>	TO BE ADJUSTED AT AUDIT	ADDITIONAL PREMIUM	RETURN PREMIUM
				\$ No Change	\$ No Change
Countersigned By:					

(Authorized Agent)

POLICY CHANGES ENDORSEMENT DESCRIPTION

ADDING OKALOOSA COUNTY BOCC AS ADDITIONAL INSURED AND LOSS PAYEE

REMOVAL PERMIT

If this policy includes the Capital Assets Program (Output Policy) Coverage Part with all property scheduled on the Scheduled Location Endorsement **OP 14 01**, or the Commercial Property Coverage Part, the following applies with respect to such Coverage Part(s):

If Covered Property is removed to a new location that is described on this Policy Change, you may extend this insurance to include that Covered Property at each location during the removal. Coverage at each location will apply in the proportion that the value at each location bears to the value of all Covered Property being removed. This permit applies up to 10 days after the effective date of this Policy Change; after that, this insurance does not apply at the previous location.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

POLICY NUMBER: 41-LX-018520944-1 END: 001

COMMERCIAL GENERAL LIABILITY
CG 20 10 04 13

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

SUPPLEMENTAL FORM DECLARATION FOR CG2010 0413

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - SCHEDULED PERSON OR
ORGANIZATION**

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
BOB SIKES AIRPORT	5523 JOHN GIVENS , Crestview, FL, 32539
Okaloosa County Board of County Commissioners Lease # L19-0473-AP Destin-Fort Walton Beach Airport Administration 1701 State Road 85 N Eglin AFB, FL 32542	5523 John Givens , Crestview, FL, 32539

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
EXCLUSION OF LOSS DUE TO VIRUS OR BACTERIA

This endorsement modifies insurance provided under the following:

COMMERCIAL PROPERTY COVERAGE PART
STANDARD PROPERTY POLICY

- A.** The exclusion set forth in Paragraph **B.** applies to all coverage under all forms and endorsements that comprise this Coverage Part or Policy, including but not limited to forms or endorsements that cover property damage to buildings or personal property and forms or endorsements that cover business income, extra expense or action of civil authority.
- B.** We will not pay for loss or damage caused by or resulting from any virus, bacterium or other micro-organism that induces or is capable of inducing physical distress, illness or disease.
However, this exclusion does not apply to loss or damage caused by or resulting from "fungus", wet rot or dry rot. Such loss or damage is addressed in a separate exclusion in this Coverage Part or Policy.
- C.** With respect to any loss or damage subject to the exclusion in Paragraph **B.**, such exclusion supersedes any exclusion relating to "pollutants".
- D.** The following provisions in this Coverage Part or Policy are hereby amended to remove reference to bacteria:
1. Exclusion of "Fungus", Wet Rot, Dry Rot And Bacteria; and
 2. Additional Coverage – Limited Coverage for "Fungus", Wet Rot, Dry Rot And Bacteria, including any endorsement increasing the scope or amount of coverage.
- E.** The terms of the exclusion in Paragraph **B.**, or the inapplicability of this exclusion to a particular loss, do not serve to create coverage for any loss that would otherwise be excluded under this Coverage Part or Policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LOSS PAYABLE PROVISIONS

This endorsement modifies insurance provided under the following:

BUILDING AND PERSONAL PROPERTY COVERAGE FORM
 BUILDERS' RISK COVERAGE FORM
 CONDOMINIUM ASSOCIATION COVERAGE FORM
 CONDOMINIUM COMMERCIAL UNIT-OWNERS COVERAGE FORM
 STANDARD PROPERTY POLICY

SCHEDULE

Premises Number:	1	Building Number:	1	Applicable Clause (Enter C., D., E., or F.):	C.1.
Description Of Property: HANGAR					
Loss Payee Name: Okaloosa County Board of County Commissioners, Lease # L19-0473-ap					
Loss Payee Address: 1701 State Road 85 N, Destin-Fort Walton Beach Airport Administration, Eglin AFB, FL 32542					
Premises Number:		Building Number:		Applicable Clause (Enter C., D., E., or F.):	
Description Of Property:					
Loss Payee Name:					
Loss Payee Address:					
Premises Number:		Building Number:		Applicable Clause (Enter C., D., E., or F.):	
Description Of Property:					
Loss Payee Name:					
Loss Payee Address:					
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.					

- A. When this endorsement is attached to the Standard Property Policy CP 00 99, the term Coverage Part in this endorsement is replaced by the term Policy.
- B. Nothing in this endorsement increases the applicable Limit of Insurance. We will not pay any Loss Payee more than their financial interest in the Covered Property, and we will not pay more than the applicable Limit of Insurance on the Covered Property.

The following is added to the **Loss Payment** Loss Condition, as indicated in the Declarations or in the Schedule:

C. Loss Payable Clause

For Covered Property in which both you and a Loss Payee shown in the Schedule or in the Declarations have an insurable interest, we will:

- 1. Adjust losses with you; and
- 2. Pay any claim for loss or damage jointly to you and the Loss Payee, as interests may appear.

D. Lender's Loss Payable Clause

- 1. The Loss Payee shown in the Schedule or in the Declarations is a creditor, including a mortgageholder or trustee, whose interest in Covered Property is established by such written instruments as:
 - a. Warehouse receipts;
 - b. A contract for deed;
 - c. Bills of lading;
 - d. Financing statements; or
 - e. Mortgages, deeds of trust, or security agreements.
- 2. For Covered Property in which both you and a Loss Payee have an insurable interest:
 - a. We will pay for covered loss or damage to each Loss Payee in their order of precedence, as interests may appear.

- b. The Loss Payee has the right to receive loss payment even if the Loss Payee has started foreclosure or similar action on the Covered Property.

- c. If we deny your claim because of your acts or because you have failed to comply with the terms of the Coverage Part, the Loss Payee will still have the right to receive loss payment if the Loss Payee:
 - (1) Pays any premium due under this Coverage Part at our request if you have failed to do so;
 - (2) Submits a signed, sworn proof of loss within 60 days after receiving notice from us of your failure to do so; and
 - (3) Has notified us of any change in ownership, occupancy or substantial change in risk known to the Loss Payee.

- (1) Pays any premium due under this Coverage Part at our request if you have failed to do so;
- (2) Submits a signed, sworn proof of loss within 60 days after receiving notice from us of your failure to do so; and
- (3) Has notified us of any change in ownership, occupancy or substantial change in risk known to the Loss Payee.

All of the terms of this Coverage Part will then apply directly to the Loss Payee.

- d. If we pay the Loss Payee for any loss or damage and deny payment to you because of your acts or because you have failed to comply with the terms of this Coverage Part:
 - (1) The Loss Payee's rights will be transferred to us to the extent of the amount we pay; and
 - (2) The Loss Payee's rights to recover the full amount of the Loss Payee's claim will not be impaired.

- (1) The Loss Payee's rights will be transferred to us to the extent of the amount we pay; and
- (2) The Loss Payee's rights to recover the full amount of the Loss Payee's claim will not be impaired.

At our option, we may pay to the Loss Payee the whole principal on the debt plus any accrued interest. In this event, you will pay your remaining debt to us.

- 3. If we cancel this policy, we will give written notice to the Loss Payee at least:
 - a. 10 days before the effective date of cancellation if we cancel for your nonpayment of premium; or
 - b. 30 days before the effective date of cancellation if we cancel for any other reason.
- 4. If we elect not to renew this policy, we will give written notice to the Loss Payee at least 10 days before the expiration date of this policy.

E. Contract Of Sale Clause

1. The Loss Payee shown in the Schedule or in the Declarations is a person or organization you have entered a contract with for the sale of Covered Property.
2. For Covered Property in which both you and the Loss Payee have an insurable interest we will:
 - a. Adjust losses with you; and
 - b. Pay any claim for loss or damage jointly to you and the Loss Payee, as interests may appear.
3. The following is added to the **Other Insurance Condition**:

For Covered Property that is the subject of a contract of sale, the word "you" includes the Loss Payee.

F. Building Owner Loss Payable Clause

1. The Loss Payee shown in the Schedule or in the Declarations is the owner of the described building, in which you are a tenant.
2. We will adjust losses to the described building with the Loss Payee. Any loss payment made to the Loss Payee will satisfy your claims against us for the owner's property.
3. We will adjust losses to tenants' improvements and betterments with you, unless the lease provides otherwise.



OLD REPUBLIC INSURANCE COMPANY

Certificate of Insurance

This is to certify to
(Certificate Holder):

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

The following policy has
been issued to:

Zeb L. Watts Consulting, Inc.
4723 LIVE OAK CHURCH RD.
CRESTVIEW, FL 32539

AIRCRAFT POLICY NO: PB 22341701
THIS COVERAGE IS EFFECTIVE 12:01 AM
INSURANCE COMPANY:

POLICY PERIOD: FROM: July 24, 2021 TO July 24, 2022

OLD REPUBLIC INSURANCE COMPANY

LIABILITY COVERAGES:

	LIMITS OF LIABILITY	
	EACH PERSON	EACH OCCURRENCE
Single Limit Including Passengers, with Passenger liability Limited to:	\$100,000	\$1,000,000

DESCRIPTION OF AIRCRAFT

PHYSICAL DAMAGE COVERAGE:

FAA NUMBER	YEAR	MAKE & MODEL	INSURED VALUE	DEDUCTIBLES	
				NOT IN-MOTION	IN-MOTION
N133GM	1987	BEECH F33A Bonanza	\$245,000	\$0	\$0


THIS CERTIFICATE HOLDER IS:

Included as an Additional Insured on aircraft Liability Coverage, but only as respects operations of the Named Insured.

Provision has been made to give the Certificate Holder (30) days notice of Our cancellation of the referenced policy - ten (10) days as a result of non-payment of premiums owed to Us. However, We assume no responsibility for the failure to provide such notice.

This certificate is issued as a matter of information only and confers no rights upon the certificate holder.

This certificate does not amend, extend, or alter the coverage, terms, exclusions, conditions, or other provisions afforded by the policies referenced herein nor does it constitute a contract between the issuing insurer(s), authorized representative or producer.

Agency Name: Agency Phone:	ASSUREDPARTNERS AEROSPACE, LLC 303-526-5300	 Wendy Kellner Old Republic Aerospace Representative:	Date: 07/27/2021
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GLOBAL AEROSPACE, INC

C E R T I F I C A T E O F I N S U R A N C E

THIS CERTIFICATE IS GIVEN AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE ADDRESSEE.

Date: January 04, 2021

This is to certify to: that the policies listed below have been issued to the following for the period indicated by One of More Member Companies of Global Aerospace Pool through Global Aerospace, Inc:

Okaloosa County Board of County Commissioners
Destin-Fort Walton Beach Airport Administration
1701 State Road 85 N
Eglin AFB, FL 32542-1498
Policy No: 10269725
Zeb L. Watts Consulting, Inc.
4723 Live Oak Church Rd
CRESTVIEW, FL 32539
Policy Period: From July 24, 2020 to July 24, 2021

COVERAGES:

Table with 3 columns: Coverage Description, Limits of Liability, and Amount. Includes Aircraft Liability, Single Limit Bodily Injury and Property Damage, and Liability Including Passengers.

AIRCRAFT:

Year, Make and Model of Aircraft: 1987 BEECH F33A
Identification No.: N133GM

It is agreed that only as respects any written agreement between the Named Insured and the certificate addressee and entered into as a prerequisite to the use of an airport by the Named Insured:

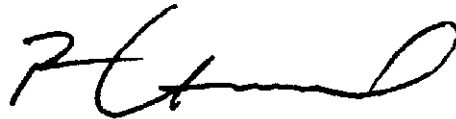
- 1. As respects any aircraft:
a) Described in this certificate,
b) Which is the subject of the extended insurance provisions of Insuring Agreement V. TEMPORARY USE OF SUBSTITUTE AIRCRAFT; or
c) Which is the subject of the extended insurance provisions of Insuring Agreement VII. AUTOMATIC INSURANCE FOR NEWLY ACQUIRED AIRCRAFT
for which insurance is afforded by Liability Coverage D - Single Limit Bodily Injury and Property Damage Liability and the maintenance or use of the premises in or upon which the aircraft is stored, the definition of Insured includes the certificate addressee, but only with respect to its liability because of acts or omissions of the Named Insured and to no greater extent than the scope of the insurance afforded by this policy.
2. Unless otherwise indicated in this policy, the policy shall not apply to any assumption of the liability of the certificate or airport authority described in the Schedule by the Named Insured for bodily injury or property damage caused by an occurrence arising out of any service performed by or on behalf of the certificate addressee.
3. In the event the policy is cancelled by the Company, thirty (30) days prior written notice shall be given to the certificate addressee.
4. The Company waives any right to recovery it may have against the certificate addressee because of payments it makes for physical damage in accordance with Insuring Agreement III - PHYSICAL DAMAGE COVERAGES, but only to the same extent that the Named Insured has waived its right of recovery for such physical damage against such person or organization.

5. The insurance the policy provides to the certificate addressee is primary insurance, without right of contribution from insurance purchased by the certificate addressee, only if the written agreement between the Named Insured and the certificate addressee contains an express requirement that the insurance operate in that manner.
6. Premises Liability is included in the Limits of Liability shown as the Each Occurrence Limit.
7. The insurance afforded applies separately to each Insured against whom claim is made or suit is brought, except with respect to the limits of the Company's liability.

Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. This certificate does not amend, extend or otherwise alter the coverages afforded by the policies described herein. Limits may have been reduced by paid claims.

GLOBAL AEROSPACE, INC.

BY:

A handwritten signature in black ink, appearing to be "R. Howard", written over a horizontal line.

ADDITIONAL INSURED - GOVERNMENT OR AIRPORT AUTHORITY

In consideration of the payment of the premium for this policy, it is agreed that only as respects any written agreement between the **Named Insured** and the government or airport authority described in the Schedule and entered into as a prerequisite to the use of an airport by the **Named Insured**:

1. As respects any **aircraft**:
 - (a) Described in Item 4 of the Declarations,
 - (b) Which is the subject of the extended insurance provisions of Insuring Agreement V. TEMPORARY USE OF SUBSTITUTE AIRCRAFT; or
 - (c) Which is the subject of the extended insurance provisions of Insuring Agreement VII. AUTOMATIC INSURANCE FOR NEWLY ACQUIRED AIRCRAFT
for which insurance is afforded by Liability Coverage D - Single Limit Bodily Injury and Property Damage Liability and the maintenance or use of the **premises** in or upon which the **aircraft** is stored, the definition of **Insured** includes the government or airport authority described the Schedule, but only with respect to its liability because of acts or omissions of the **Named Insured** and to no greater extent than the scope of the insurance afforded by this policy.
2. Unless otherwise indicated in this policy, the policy shall not apply to any assumption of the liability of the government or airport authority described in the Schedule by the **Named Insured** for **bodily injury** or **property damage** caused by an **occurrence** arising out of any service performed by or on behalf of such government or airport authority.
3. In the event the policy is cancelled by the Company, thirty (30) days prior written notice shall be given to the government or airport authority described in the Schedule.
4. The Company waives any right to recovery it may have against the government or airport authority described in the Schedule because of payments it makes for **physical damage** in accordance with Insuring Agreement III - PHYSICAL DAMAGE COVERAGES, but only to the same extent that the **Named Insured** has waived its right of recovery for such **physical damage** against such government or airport authority.
5. The insurance this policy provides to the government or airport authority described in the Schedule is primary insurance, without right of contribution from insurance purchased by such government or airport authority, only if the written agreement between the **Named Insured** and the government or airport authority contains an express requirement that this insurance operate in that manner.

SCHEDULE

Okaloosa County Board of County Commissioners

Destin-Fort Walton Beach Airport Administration
1701 State Road 85 N
Eglin AFB, FL 32542-1498

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

This endorsement is effective: January 04, 2021

Endorsement Premium: Included

Attached to and made part of Policy No.: 10269725

Issued to: Zeb L. Watts Consulting, Inc.

Global Aerospace, Inc.

By: 

AMENDMENT OF DECLARATIONS ITEM 1 (NAME OR ADDRESS CHANGE)

In consideration of the payment of the premium for this policy, it is agreed that:

1. The following name as set forth in item 1 of the Declarations:

PERSON OR ORGANIZATION

Zeb L. Watts Consulting, Inc.

is amended to read as follows:

PERSON OR ORGANIZATION

Zeb L. Watts Consulting, Inc.

2. The following address as set forth in item 1 of the Declarations:

ADDRESS

2326 Crane Lane
CRESTVIEW, FL 32536

is amended to read as follows:

ADDRESS

4723 Live Oak Church Rd
CRESTVIEW, FL 32539

3. If no entry is made in paragraph 1 or 2 above, that paragraph is null and void.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

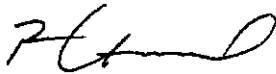
This endorsement is effective: January 04, 2021

Endorsement Premium: Included

Attached to and made part of Policy No.: 10269725

Issued to: Zeb L. Watts Consulting, Inc.

Global Aerospace, Inc.

By: 

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

Procurement/Contract/Lease Number: TBD Tracking Number: 3261-19
Procurement/Contractor/Lessee Name: Zeb Watts & Chris ^{topher} Martin Grant Funded: YES NO
Purpose: Hanger Lease Block 1, Lot 4
Date/Term: 20 yrs 1. GREATER THAN \$100,000
Amount: \$4,000 annual 2. GREATER THAN \$50,000
Department: AP 3. \$50,000 OR LESS
Dept. Monitor Name: T. Stage

Purchasing Review

Procurement or Contract/Lease requirements are met:
Victoria Taravella Date: 1/31/19
Purchasing Manager or designee Jeff Hyde, DeRita Mason, Victoria Taravella

2CFR Compliance Review (if required)

Approved as written: N/A Grant Name: _____
_____ Date: _____
Grants Coordinator Danielle Garcia

Risk Management Review

Approved as written: see email Date: 2/1/19
_____ Date: _____
Risk Manager or designee Laura Porter or Krystal King

County Attorney Review

Approved as written: see email Date: 2/1/19
_____ Date: _____
County Attorney Gregory T. Stewart, Lynn Hoshihara, Kerry Parsons or Designee

Following Okaloosa County approval:

Clerk Finance

Document has been received: _____ Date: _____
_____ Date: _____
Finance Manager or designee

Dave Miner

From: Parsons, Kerry <KParsons@ngn-tally.com>
Sent: Thursday, March 7, 2019 4:20 PM
To: Dave Miner
Cc: Allyson Oury
Subject: RE: Hangar Lease Termination

Because of the unique circumstances involved, I am fine with using the old termination language.

Kerry A. Parsons, Esq.



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

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From: Dave Miner <dminer@myokaloosa.com>
Sent: Wednesday, February 27, 2019 3:26 PM
To: Parsons, Kerry <KParsons@ngn-tally.com>
Cc: Allyson Oury <aoury@myokaloosa.com>
Subject: Hangar Lease Termination

Ms. Parsons:

I used the new format for hangar lease that you sent me for two individuals, Zeb Watts and Chris Martin, they are going to build a new hangar in Crestview. They do not like section 25, termination of lease since they are building a brand new hangar. They would like the old language put back into the new lease.

Attached is the new language and old language for your review.

Please let me know if I can use the old language in this lease.

Thank you.

Dave

David E. Miner
Properties and Leases
Okaloosa County Airports

Dave Miner

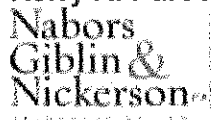
From: DeRita Mason
Sent: Thursday, February 28, 2019 7:06 AM
To: Dave Miner
Subject: FW: Hangar Leaser Agreement Watts and Martin Block 1 Lot 4.docx

See below.

From: Parsons, Kerry [mailto:KParsons@ngn-tally.com]
Sent: Tuesday, February 26, 2019 4:23 PM
To: DeRita Mason <dmason@myokaloosa.com>
Cc: Karen Donaldson <kdonaldson@myokaloosa.com>; Edith Gibson <egibson@myokaloosa.com>; Greg Stewart <gstewart@myokaloosa.com>
Subject: RE: Hangar Leaser Agreement Watts and Martin Block 1 Lot 4.docx

This is approved for legal purposes

Kerry A. Parsons, Esq.



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

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From: DeRita Mason <dmason@myokaloosa.com>
Sent: Thursday, February 21, 2019 10:03 AM
To: Parsons, Kerry <KParsons@ngn-tally.com>
Cc: Karen Donaldson <kdonaldson@myokaloosa.com>; Edith Gibson <egibson@myokaloosa.com>
Subject: FW: Hangar Leaser Agreement Watts and Martin Block 1 Lot 4.docx

Please review and approve. Also see notes from department below.

From: Dave Miner
Sent: Thursday, February 21, 2019 8:58 AM
To: DeRita Mason <dmason@myokaloosa.com>
Cc: Victoria Taravella <vtaravella@myokaloosa.com>; Allyson Oury <aoury@myokaloosa.com>
Subject: Hangar Leaser Agreement Watts and Martin Block 1 Lot 4.docx

DeRita:

This lease was previously coordinated (3261-19) but I changed the wording in section 1.1 b in reference to additional aircraft in the hangar. Please send out for coordination and I can use the same coordination sheet on file.

Thanks.

Dave

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.

Victoria Taravella

From: Parsons, Kerry <KParsons@ngn-tally.com>
Sent: Friday, February 01, 2019 9:33 AM
To: Victoria Taravella
Subject: RE: New Lease agreement
Attachments: GENERAL INSURANCE REQUIREMENTS FOR HANGER LEASES.docx

Hey Victoria:

This is approved. Attached are the Insurance Requirements that need to be attached as Exhibit C

Kerry A. Parsons, Esq.



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

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From: Victoria Taravella <vtaravella@myokaloosa.com>
Sent: Thursday, January 31, 2019 12:00 PM
To: Parsons, Kerry <KParsons@ngn-tally.com>
Subject: New Lease agreement

Kerry,
Please review for risk and legal purposes.
Thank you,

Victoria Taravella
Contracts & Lease Coordinator
Okaloosa County Purchasing Dept.
5479A Old Bethel Road
Crestview, FL 32536

vtaravella@myokaloosa.com
Phone: (850) 689-5960
Fax: (850) 689-5970

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

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Dave Miner

From: Karen Donaldson
Sent: Wednesday, March 13, 2019 8:22 AM
To: Dave Miner
Subject: RE: COI Watts for Compliance

Okay.. Then the insurance he currently has is good. We will need the insurance on the hangar once it is built. I did not see workers comp on the insurance....if he is exempt we need a copy of his exemption from the state Thanks

Karen Donaldson

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



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

From: Dave Miner <dminer@myokaloosa.com>
Sent: Wednesday, March 13, 2019 8:17 AM
To: Karen Donaldson <kdonaldson@myokaloosa.com>
Subject: RE: COI Watts for Compliance

No Ma'am the hangar is not built yet.

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."

From: Karen Donaldson <kdonaldson@myokaloosa.com>
Sent: Wednesday, March 13, 2019 8:15 AM
To: Dave Miner <dminer@myokaloosa.com>
Subject: RE: COI Watts for Compliance

Dave

Is the hangar built yet? I don't see insurance for replacement value on the hangar with Okaloosa listed as the loss payee.

Karen Donaldson

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



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

From: Dave Miner <dminer@myokaloosa.com>
Sent: Tuesday, March 12, 2019 4:29 PM
To: Karen Donaldson <kdonaldson@myokaloosa.com>
Cc: Allyson Oury <aoury@myokaloosa.com>
Subject: COI Watts for Compliance

Karen:

The attached hangar lease is for a new hangar that Mr. Watts and Mr. Martin will be building at the Bob Sikes Airport. The lease is attached along with Mr. Watts COI. Mr. Martin is in the process of purchasing an aircraft. Please let us know if the COI complies with requirements.

Thank you.

Dave

David E. Miner
Properties and Leases
Okaloosa County Airports

ALLIANZ GLOBAL CORPORATE & SPECIALTY - AVIATION



Date Issued: October 2, 2018

Certificate No. 3

Certificate Holder: OKALOOSA COUNTY
5479 A OLD BETHEL ROAD
Crestview, FL 32536

Named Insured: Zeb L Watts Consulting, LLC
2326 Crane Ln
Crestview, FL 32536

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

Policy Number: SA 008371 01

Policy Effective Dates: July 24, 2018 to July 24, 2019
Both at 12:01 AM local time at the Named Insured's mailing address shown above

With respect to:

AIRCRAFT LIABILITY COVERAGE

FAA Reg. Number	Year	Make & Model	Each Occurrence	Each Passenger	Aggregate War TP BI/DPD*
N133GM	1987	Beech Bonanza F33A	\$1,000,000	\$100,000	\$1,000,000
N57GW	1989	Beech Bonanza F33A	\$1,000,000	\$100,000	\$1,000,000

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

AIRCRAFT PHYSICAL DAMAGE COVERAGE

FAA Reg. Number	Year	Make & Model	Insured Value	Cov. Letter	Deductibles		War
					NIM	IM	
N133GM	1987	Beech Bonanza F33A	\$245,000	F	Nil	Nil	Incl.
N57GW	1989	Beech Bonanza F33A	\$175,000	F	Nil	Nil	Incl.

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

Additional Coverages/Conditions:

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

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

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

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

Issued by: Allianz Global Risks US Insurance Company
Aviation Operations

Authorized Signature

Donny Peters

From: Kris Parsons <kparsons@elevonais.com>
Sent: Wednesday, February 20, 2019 3:09 PM
To: Donny Peters
Subject: Zeb L. Watts Consulting - Policy SA 008371 01

Follow Up Flag: Follow up
Flag Status: Flagged

To: Okaloosa County
RE: Premises Coverage for
Zeb L. Watts Consulting

To Whom it May Concern:

I am the insurance underwriter for the above captioned policyholder. Please be advised that due to technical difficulties, I am not able to issue a certificate of insurance which outlines the insured's premises coverage. However, please accept this letter as confirmation that the insured carries a \$1,000,000.00 Combined Single Limit that covers Property Damage and Bodily Injury as respects to premises exposures. I can also confirm that Okaloosa County has been officially added as an Additional Insured under the above captioned policy.

Kris Parsons
Underwriter
E- kparsons@elevonais.com
P- 770-779-0817 x704



Hangar Lease Agreement
With Zeb Lee Watts and Christopher Martin
At The Bob Sikes Airport (CEW)

This hangar lease agreement is executed and entered into this 2nd day of April, 2019, by and between, Okaloosa County, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as "Lessor", whose principal address is 1250 N. Eglin Parkway, Suite 1000, Shalimar, FL 32579, Florida, and Zeb Lee Watts and Christopher Martin, hereinafter referred to as "Lessee".

The Lessor and Lessee, for the consideration herein set forth, agree as follows:

SECTION ONE
Leased Property

1.1 Lessor does hereby lease certain real property at the Bob Sikes Airport (the "Airport"), Block 1 Lot 4, as indicated in the attached and incorporated Exhibit A, to Lessee for the following purposes:

- a. Hangar Space, to occupy and maintain one (1) hangar storage of an individually-owned/corporate-owned airplane at the Leased Premises;
- b. Additional airplanes may be stored in the hangar with proper notice to Lessor provided that proof of required insurance coverage is provided to Lessor.
- c. No other use is authorized for any portion of the Lease Premises.

SECTION TWO
Lease Term

2.1 The term of the Lease shall begin on the date of the formal execution of the Lease by County for a period of Twenty (20) years. This Lease may be renewed for one additional Twenty (20) year term upon mutual written consent executed by both parties to this Lease. For any renewal, Lessee shall provide Lessor with a written lease renewal request no earlier than One Hundred Eighty (180) days and no later than One Hundred Twenty (120) days prior to the expiration of the Lease term then in effect. The Lease rate and terms for any renewal of the Lease shall be by mutual agreement by the parties, which will be presented to the Okaloosa County Board of Commissioners for approval.

SECTION THREE
Rent

3.1 Lessee requests to rent Lessor's hangar on block 1 lot 2 on a month-to-month basis until lessee's permanent hangar is built. Lessee will pay a fee of Three Hundred Sixteen Dollars and Sixty Seven Cents (\$316.67) per month plus tax payable to Lessor as stated in Section 3.2. Lessee must notify Lessor thirty (30) days in advance of the last full month which the hangar on block 1 lot 2 will be vacated in order to confirm the last invoice and finalize the rent portion of the agreement.

3.2 A basic ground lease rent of One Dollar (\$1.00) per square foot per year is established for the area occupied by the hangar building, as depicted on Exhibit A. The Lessee shall pay to Lessor at the office of the Airports Director payable to Okaloosa County, Okaloosa County Airports, 1701 State Road 85 North, Suite 1, Eglin AFB, FL 32542-1498, or at such other place as may be designated by Lessor. The ground lease rent for the entire year shall be due and payable in advance of the first day of the Lease period of each year. The Lease includes Four Thousand (4,000) square feet at One Dollar (\$1.00) per square foot per year for a total annual cost of Four Thousand Dollars (\$4,000.00), plus tax.

3.3 If Lessee fails to pay the ground lease rent within thirty (30) days of billing, Lessee shall then pay interest to the Lessor 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 ten (10) days after written notice has been given, Lessor shall have the option of terminating this Agreement as set forth in Section twenty-eight (28) below.

3.4 In addition, Lessee shall pay any and all taxes, assessments, charges, recording and doc fees, costs and expenses that may be due as a result of this Lease, together with all interest and penalties that may accrue thereon. In the event of the failure of Lessee to pay those items, and all other damages, costs, expenses, and sums that Lessor may suffer or incur, or that may become due, by reason of any default of the Lessee or failure by the Lessee to comply with the terms and conditions of this Lease shall be deemed to be additional rent, and in the event of non-payment, Lessor shall have all rights and remedies as herein provided for failure to pay rent.

SECTION FOUR Escalation

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

SECTION FIVE Aircraft Ownership

5.1 Lessee shall provide written confirmation to Lessor of proof of ownership of individually-owned/corporate owned airplane to be stored pursuant to this Lease. In the event Lessee's airplane is sold, damaged, etc. Lessee shall have one (1) year to replace said airplane; otherwise this Lease shall be voided at the Lessor's discretion. The airplane certificate of insurance must be issued to lessee or specifically name the lessee as an additional insured doing business as (dba) the name of the lessee.

SECTION SIX

Utilities

6.1 The Lessee agrees to pay all charges for utility services and costs of installations, including water, heat, light, power, sewage and garbage.

SECTION SEVEN

Improvements to Lessor

7.1 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 the Lessor and shall not be removed for 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 EIGHT

Construction of Hangar

8.1 A new hangar will be constructed under this Lease, Lessee must have the hangar diagram(s) approved by Lessor prior to the construction. The hangar must be initiated within one (1) year and completion within two (2) years of execution of this Lease. Failure to comply with this requirement may result in automatic termination of this Lease without prior written notice by the Lessor. Lessee shall furnish one (1) set of building drawings to the Lessor upon completion of the hangar.

SECTION NINE

Building, Alterations and Permits

9.1 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 the Lease. Lessor 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 TEN

Care of Leased Premises

10.1 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 hangar 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 Lessor's premises.

SECTION ELEVEN
Maintenance in Leased Premises

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

SECTION TWELVE
Mechanics' Liens

12.1 Nothing in this Lease shall be deemed or construed in any way as constituting the consent or request of Lessor, expressed or implied, by inference or otherwise, to any contractor, subcontractor, 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 Leases Premises or any part thereof, nor as giving Lessee any 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 Leased Premises, including buildings.

SECTION THIRTEEN
Unlawful or Dangerous Activity

13.1 Lessee shall neither use nor occupy the Leased Premises or any part thereof for any unlawful or hazardous business purpose nor operate or conduct its business in a manner constituting a nuisance of any kind. Lessee shall immediately, on discovery of any unlawful or hazardous use, take action to halt such activity, and shall further immediately notify the Airports Director.

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

SECTION FOURTEEN
Insurance

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

14.2 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.

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

14.4 Lessee agrees to comply with the insurance requirements as set forth in Exhibit "C" attached hereto and incorporated herein.

SECTION FIFTEEN
Hold Harmless

15.1 To the fullest extent permitted by law, Lessee shall indemnify hold harmless Lessor, 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 SIXTEEN
Indemnification

16.1 Lessee agrees to indemnify Lessor against all expenses, liabilities, and claims of every kind, including reasonable counsel fees, by or on behalf of any person or entity arising out of either:

- a. A failure by Lessee to perform any of the terms and conditions of this Lease.

- b. Any injury or damage happening on or about the Lessor's property resulting from the Lessee's occupancy, operations, or use of the Leased Premises.
- c. Failure to comply with any law of any governmental authority having jurisdiction,
- d. Any mechanics' lien or security interest filed against the Lessor's property or any equipment installed or caused to be install by Lessee at the Leased Premises, or any materials used or caused to be used by Lessee on or at the Leased Premises, or any work done or caused to be done by Lessee at the Leased Premises for any purpose.

SECTION SEVENTEEN
Easements, Agreements, or Encumbrances

17.1 The parties shall be bound by all existing easements, agreements and encumbrances of record relating to the Leased Premises and Lessor shall not be liable to Lessee for any damages resulting from any action taken by the holder of the interest pursuant to the rights of that holder thereunder.

SECTION EIGHTEEN
Liability; Risk of Loss

18.1 Lessee shall be in exclusive control and possession of the Leased Premises and Lessor shall not be liable for any injury or damages to any property or to any person on or about the Leased Premises or any property of Lessee. Lessor has the right to inspect the Leased Premises at any time upon reasonable notice. The provisions herein permitting Lessor to enter and inspect the Leased Premises are made to ensure that Lessee is in compliance with the terms and conditions hereof and make repairs that Lessee has failed to make or are necessary as a consequence of a repair that was necessary that was outside the responsibility of Lessee. Lessor shall not be liable to Lessee for any entry on the premises for inspection or necessary repair purposes.

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

18.3 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.

SECTION NINETEEN
Representations by Lessor

19.1 At the commencement of the term Lessee shall accept the Leased Premises and the fixtures and equipment included therein in their existing condition and state of repair, and Lessee agrees that no representations, statements, or warranties, expressed or implied, have been made by or on behalf of Lessor in respect therein except as contained in the provisions of this Lease, and Lessor shall in no event be liable for any latent defects within the Leased Premises.

SECTION TWENTY
Rights of Lessor

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

20.2 Lessor 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 airspace, and for use of the airspace for landing on, taking off from, or operating on the Airport.

20.3 Lessee expressly agrees for itself, its successors, and assigns to prevent any use of the Leased Premises, which would interfere with or adversely affect the operation or maintenance of the Airport, or otherwise constitute an airport hazard.

20.4 Lessee expressly agrees for itself, its successors, and assigns, to restrict the height of structures, objects, of natural growth, and other obstructions on the Leased Premises to such height so as to comply with the Federal Aviation Regulations, Part 77.

SECTION TWENTY-ONE
Waivers

21.1 The failure of Lessor to insist on a strict performance of any of the terms and conditions hereof shall not be deemed a waiver of the rights or remedies the Lessor may have to enforce performance of the terms and conditions of this Lease at any time.

SECTION TWENTY-TWO
Notice

22.1 All notices to be given with respect to this Lease shall be in writing. Each notice shall be sent certified mail, postage prepaid and with return receipt requested, to the party to be notified at the address set forth below or at such other address as either party may from time to time designate in writing.

As to Lessor:

Airports Director
Okaloosa County Airports
1701 State Road 85 North, Suite 1
Eglin AFB, FL 32542-1498

As to Lessee:

Zeb Lee Watts
2326 Crane Lane
Crestview, FL 32536

Christopher Martin
521 W. Main Street
Denison, TX 75020

SECTION TWENTY-THREE
Assignment or Sublease

23.1 All subsequent transfers and assignments of any interest, including mortgages thereon, require written approval in advance by the Lessor and payment of Approval Fee of ONE THOUSAND (\$1,000.00) dollars. During the entire term of the lease, to include renewals, the ground lease rent fee will transfer at the same rate as the current lessee at the time of the assignment, and continue to be adjusted annually in accordance with the escalation clause in Section Four. Lessee shall have thirty (30) days to exercise a right of transfer or assign. Otherwise, the transfer or assignment shall not be approved and the ONE THOUSAND (\$1,000.00) DOLLAR approval fee shall be refunded.

23.2 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 Lessor.

23.3 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 TWENTY-FOUR
Rights of Entry Reserved

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

SECTION TWENTY-FIVE
Termination of the Lease

25.1 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 TWENTY-SIX
Compliance with Governmental Procedures

26.1 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, ordinance's, or regulations as may be promulgated by Lessor. 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 TWENTY-SEVEN
Surrender of Possession

27.1 Lessee shall quietly and peaceably vacate the Leased Premises and surrender possession to Lessor on or before the last day of the Lease, or on an earlier termination and forfeiture of the Lease, free of subtenancies, in good condition and repair. Lessee shall remove all property of every description in the Leased Premises that is not the property of Lessor on or before 12:00 a.m. (midnight) on the last day of the Lease.

SECTION TWENTY-EIGHT
Default or Breach

28.1 Each of the following events shall constitute a default or breach of this Lease by Lessee:

- a. If Lessee or any successor or assignee of Lessee while in possession shall file a petition in bankruptcy or insolvency or for reorganization under any bankruptcy act, or shall voluntarily take advantage of any such act by answer or otherwise or shall make an assignment for the benefit of creditors.
- b. If voluntary proceedings under any bankruptcy law or insolvency act shall be instituted against Lessee or if a receiver or trustee shall be appointed of all or substantially all of the property of Lessee, and such proceedings shall not be dismissed or the receivership or trusteeship vacated within Sixty (60) days after the institution or appointment.
- c. If Lessee shall fail to pay Lessor any rent, or additional rent required hereunder when such becomes due and shall not make the payment within ten (10) days after notice thereof by Lessor to Lessee.
- d. If Lessee shall fail to perform or comply with any of the conditions of this Lease and if the nonperformance shall continue for a period of Fifteen (15) days after notice thereof by Lessor to Lessee or, if the performance cannot be reasonably had within the fifteen (15) day period, Lessee shall not in good faith have commences performance within the Fifteen (15) day period and shall not diligently proceed to completion of performance. Whether lessee diligently proceeded shall be determined at the sole discretion of the Lessor.

- e. If the Lessee fails to maintain in full force and affect the insurance coverage required pursuant to Section Fifteen (15) or fails to name Lessor as an additional insured on such insurance policies.
- f. If Lessee shall vacate or abandon the Leased Premises.
- g. If the Lease or the estate of Lessee hereunder shall be transferred to or shall pass to or devolve on any other person or party, except in the manner herein permitted.
- h. If the Lessee fails to take possession of the Leased Premises on the term commencement date or within ten days after notice that the Leased Premises are available for occupancy, if the term commencement date is not fixed herein or shall be deferred as herein provided.

SECTION TWENTY-NINE
Effect of Default

29.1 In the event of any default hereunder, as set forth in Section Twenty-seven (27) the rights or Lessor shall be as follows:

- a. Lessor shall have the right to cancel and terminate this Lease, as well as all of the rights, title, and interest of Lessee hereunder, by giving to Lessee not less than Fifteen (15) days' notice of the cancellation and termination. On expiration of the time fixed in the notice, this Lease and the right, title, and interest of Lessee hereunder shall terminate in the same manner and with the same force and effect, except as to Lessee's liability, as if the date fixed in the notice of cancellation and termination were the end of the term herein originally determined.
- b. Lessor may elect, but shall not be obligated, to make any payment required of Lessee herein or comply with any agreement, term, or condition required hereby to be performed by Lessee, and Lessor shall have the right to enter the demised premises for the purpose of correcting or remedying any such default to remain until the default has been corrected and remedied, but any expenditure for the correction by Lessor shall not be deemed to waive or release the default of Lessee or the right of Lessor to take any action as may be otherwise permissible hereunder in the case of any default.
- c. Lessor may re-enter the premises immediately and remove the property of Lessee, and store and dispose of the property in accordance with chapter 705, Florida Statutes.
- d. Lessor shall have any other remedy available by law.

SECTION THIRTY
Entire Lease; Applicable to Successors

30.1 This Lease contains the entire agreement between the parties and cannot be changed except by written instruments subsequently executed by the parties hereto. This Lease and the terms and

conditions hereof apply to and are binding on the heirs, legal representatives, successors, and assigns of both parties.

SECTION THIRTY-ONE
Applicable Law and Venue

31.1 This Lease shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any legal actions relating to this Lease shall be brought in the courts in and for Okaloosa County, Florida.

SECTION THIRTY-TWO
Construction and Application of Terms

32.1. 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 of 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 THIRTY-THREE
Federal Requirements

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

SECTION THIRTY-FOUR
Public Records

34.1 Lessee agrees to comply with public records law of Florida.

34.2 **Public Records**

IF THE LICENSEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE LICENSEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT OKALOOSA COUNTY RISK MANAGEMENT DEPARTMENT 5479 OLD BETHEL ROAD CRESTVIEW, FL 32536 PHONE: (850) 689-5977 riskinfo@co.okaloosa.fl.us.

Lessee must comply with the public records laws, Florida Statute chapter 119, specifically Lessee must:

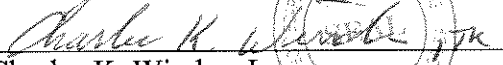
- a. Keep and maintain public records required by the County to perform the service.

- b. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119 Florida Statutes or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the lease term and following completion of the lease if the Lessee does not transfer the records to the County.
- d. Upon completion of the lease, transfer, at no cost, to the County all public records in possession of the Lessee or keep and maintain public records required by the County to perform the service. If the Lessee transfers all public records to the public agency upon completion of the lease, the Lessee shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Lessee keeps and maintains public records upon completion of the contract, the Lessee shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to the public agency, upon the request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

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

OKALOOSA COUNTY, FLORIDA



Charles K. Windes, Jr.
Chairman, Board of County Commissioners
Date: 4/2/19

ATTEST:



J. D. Peacock II
Clerk of Circuit Court

Lessee

Zeb Lee Watts

Zeb Lee Watts

Date: 3-10-19

Katharine Martin

WITNESS

Jessica W Holland

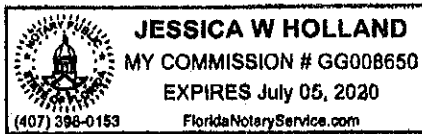
WITNESS

ACKNOWLEDGEMENTS

STATE OF Florida
COUNTY OF Okaloosa

Before me, the undersigned officer duly authorized to take acknowledgements in the COUNTY and STATE aforesaid, personally appeared ZEB LEE WATTS 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 10 day of March, 2019.



Jessica W Holland
NOTARY

My Commission Expires: 7/5/20

Lessee

Christopher Martin
Christopher Martin
Date: 3/10/2019

James D. Holland
WITNESS

Sarah J. Watts
WITNESS

ACKNOWLEDGEMENTS

STATE OF Florida
COUNTY OF Okaloosa

Before me, the undersigned officer duly authorized to take acknowledgements in the COUNTY and STATE aforesaid, personally appeared CHRISTOPHER MARTIN 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.

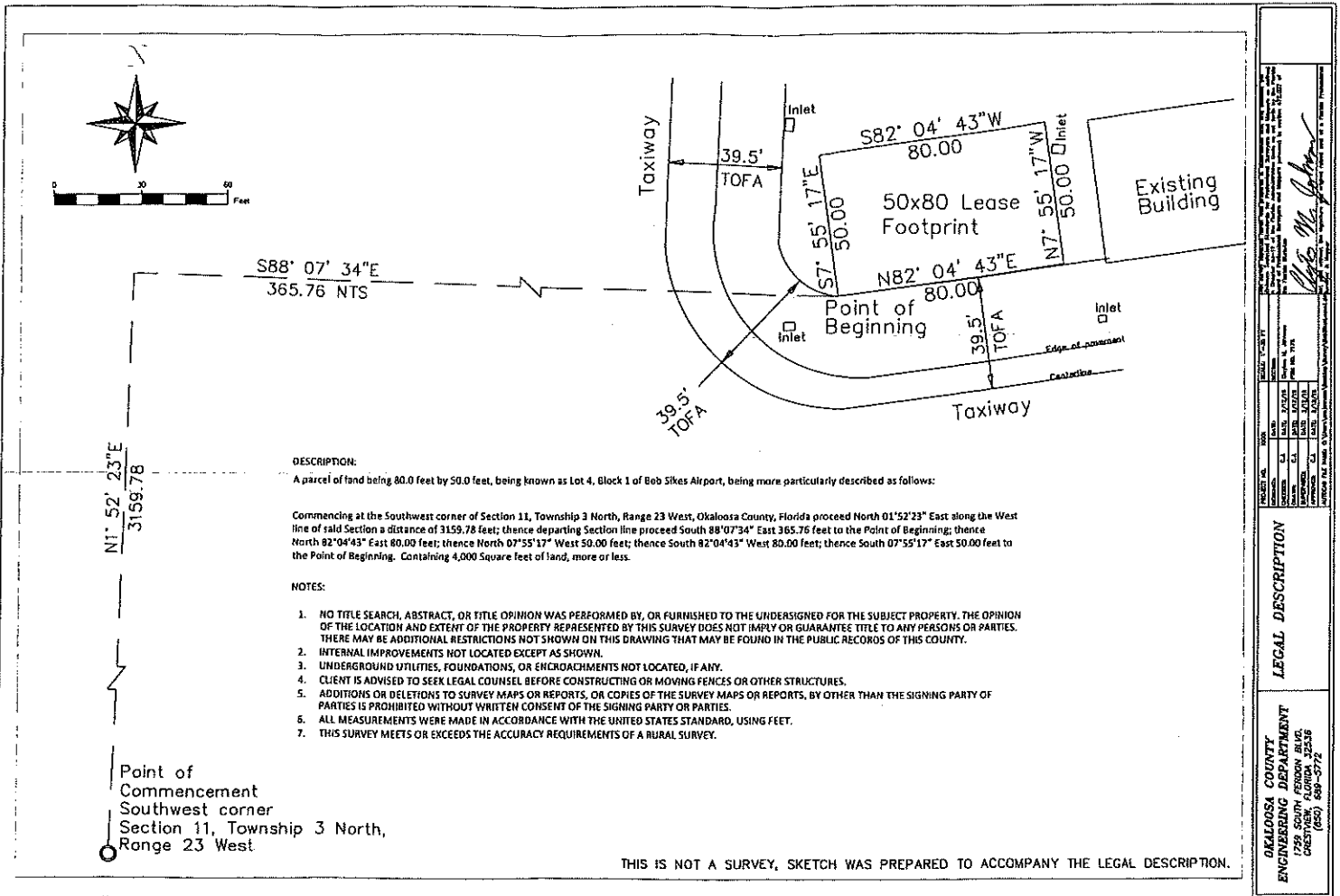
Sworn and subscribed before me this 10 day of March, 2019.



Sarah J. Watts
NOTARY

My Commission Expires: Aug 26, 2021

Exhibit A Leased Premises Legal Description and Map



LEGAL DESCRIPTION	
<p>OKALOOSA COUNTY ENGINEERING DEPARTMENT 1000 WEST PALM BLVD GREATWAY, FLORIDA 32516 (850) 689-3772</p>	<p>DATE: 06/17/11 SCALE: AS SHOWN PROJECT: 11-23-23-04 BY: M. J. JOHNSON CHECKED BY: M. J. JOHNSON DATE: 06/17/11 PROJECT: 11-23-23-04 BY: M. J. JOHNSON CHECKED BY: M. J. JOHNSON DATE: 06/17/11</p>

Exhibit "B"
General Civil Rights Provisions

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

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

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

(a) The period during which the property is used by the airport sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or

(b) The period during which the airport sponsor or any transferee retains ownership or possession of the property.

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by Okaloosa County pursuant to the provisions of the Airport Improvement Program grant assurances.

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

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

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

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

Title VI List of Pertinent Nondiscrimination Acts and Authorities

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

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with

Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

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

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

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

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

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

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

E-VERIFY

Enrollment and verification requirements.

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

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

- ii. Notification to E-Verify Operations of the Lessee's decision to exercise this option, using the lease information provided in the E-Verify program Memorandum of Understanding (MOU)

(5) The Lessee shall comply, for the period of performance of this lease, with the requirements of the E-Verify program MOU.

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

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

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

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

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

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

- (1) Is for-(i) Commercial and noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or

- (ii) Construction;
- (2) Has a value of more than \$3,500; and
- (3) Includes work performed in the United States.

EXHIBIT "C"

GENERAL SERVICES INSURANCE REQUIREMENTS FOR HANGAR LEASES

REVISED: 08/13/2018

INSURANCE REQUIREMENTS

1. The lessee shall not occupy said premises until all required insurance has been obtained and the certificate of insurance has been approved by the Okaloosa County Risk Manager or designee.
2. All insurance policies shall be with insurers authorized to do business in the State of Florida.
3. All insurance shall include the interest of all entities named and their respective officials, employees & volunteers of each and all other interests as may be reasonably required by Okaloosa County. The coverage afforded the Additional Insured under this policy shall be primary insurance. If the Additional Insured have other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.
4. Where applicable, the County shall be shown as an Additional Insured with a Waiver of Subrogation on the Certificate of Insurance.
5. The County shall retain the right to reject all insurance policies that do not meet the requirement of this Agreement. Further, the County reserves the right to change these insurance requirements with 60-day's prior written notice to the Contractor.
6. The County reserves the right at any time to require the Lessee to provide certified copies of any insurance policies to document the insurance coverage specified in this Agreement.

WORKERS' COMPENSATION INSURANCE

1. IF applicable: The Lessee shall secure and maintain during the life of this Lease Workers' Compensation insurance for all of his employees employed at the site or any site connected with this lease; evidence of insurance shall be furnished to the County.
2. Such insurance shall comply with the Florida Workers' Compensation Law.

3. No class of employee, shall be excluded from the Workers' Compensation insurance coverage. The Workers' Compensation insurance shall also include Employer's Liability coverage.

GENERAL LIABILITY INSURANCE

1. The Lessee shall carry Aircraft Liability and General Liability insurance against all claims for Bodily Injury, Property Damage and Personal and Advertising Injury exposures with respect to the Leased premises.
2. All liability insurance (other than Professional Liability) shall be written on an occurrence basis and shall not be written on a claims-made basis. If the insurance is issued with an aggregate limit of liability, the aggregate limit of liability shall apply only to the locations included in this Agreement. If, as the result of any claims or other reasons, the available limits of insurance reduce to less than those stated in the Limits of Liability, the Lessee shall notify the County representative in writing. The Lessee shall purchase additional liability insurance to maintain the requirements established in this Agreement. Umbrella or Excess Liability insurance can be purchased to meet the Limits of Liability specified in this Agreement.

PROPERTY INSURANCE

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.

Exception to Property Insurance is Lessee's in Block 8. County will obtain Property Insurance on this Hangar and divide the cost between Lessee's.

INSURANCE LIMITS OF LIABILITY

The insurance required shall be written for not less than the following, or greater if required by law and shall include Employer’s liability with limits as prescribed in this contract:

	<u>LIMIT</u>
1. Workers’ Compensation	
1.) State	Statutory
2.) Employer’s Liability	\$100,000 each accident
2. General Liability	\$1,000,000 each occurrence (A combined single limit)
3. Aircraft Liability	\$1,000,000 each occurrence (A combined single limit)
4. Personal and Advertising Injury	\$1,000,000 each occurrence
5. Property (Hangar)	Full replacement value of Hangar

NOTICE OF CLAIMS OR LITIGATION

The Lessee agrees to report any incident or claim that results from performance of this Agreement. The County representative shall receive written notice in the form of a detailed written report describing the incident or claim within ten (10) days of the Contractor’s knowledge. In the event such incident or claim involves injury and/or property damage to a third party, verbal notification shall be given the same day the Contractor becomes aware of the incident or claim followed by a written detailed report within ten (10) days of verbal notification.

INDEMNIFICATION & HOLD HARMLESS

To the fullest extent permitted by law, Lessee shall indemnify and hold harmless the 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 wrongful conduct of the Lessee.

CERTIFICATE OF INSURANCE

1. Certificates of insurance evidencing all required coverage must be submitted to and

approved by Okaloosa County. The certificate holder(s) shall be as follows: Okaloosa County, 5479A Old Bethel Road, Crestview, Florida, 32536.

2. The contractor shall provide a Certificate of Insurance to the County with a thirty (30) day prior written notice of cancellation; ten (10 days' prior written notice if cancellation is for nonpayment of premium).
3. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the contractor to provide the proper notice. Such notification shall be in writing by registered mail, return receipt requested, and addressed to the Okaloosa County Purchasing Department at 5479-A Old Bethel Road, Crestview, FL 32536.
4. All deductibles or SIRs, whether approved by Okaloosa County or not, shall be the Lessee's full responsibility. In particular, the Lessee shall afford full coverage as specified herein to entities listed as Additional Insured. In no way will the entities listed as Additional Insured be responsible for, pay for, be damaged by, or limited to coverage required by this schedule due to the existence of a deductible or SIR.

GENERAL TERMS

Any type of insurance or increase of limits of liability not described above which, the Lessee required for its own protection or on account of statute shall be its own responsibility and at its own expense.

The carrying of the insurance described shall in no way be interpreted as relieving the Lessee of any responsibility under this lease.

Should the Lessee engage a subcontractor or sub-subcontractor, the same conditions will apply under this Agreement to each subcontractor and sub-subcontractor.

The Lessee hereby waives all rights of subrogation against Okaloosa County and its consultants and other indemnities of the Lessee under all the foregoing policies of insurance.

UMBRELLA INSURANCE

The Lessee shall have the right to meet the liability insurance requirements with the purchase of an umbrella insurance policy. In all instances, the combination of primary and umbrella liability coverage must equal or exceed the minimum liability insurance limits stated in this Agreement.