





# EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)  
10/14/2019

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

AGENCY <b>Liufau McCall Insurance Group</b> 36008 Emerald Coast Pkwy Suite 601-B Destin FL 32541		PHONE (A/C, No., Ext): (850) 460-7490	COMPANY <b>AmWINS</b> 880 Montclair Rd Suite 500 Birmingham AL 35213	
FAX (A/C, No.): (850) 460-7495	E-MAIL ADDRESS: james@lmigflorida.com			
CODE:	SUB CODE:			
AGENCY CUSTOMER ID#: 00001923		LOAN NUMBER		POLICY NUMBER AL135858
INSURED <b>Breshan Enterprises, LLC</b> 20 South Clark St Suite 2500 Chicago IL 60603		EFFECTIVE DATE 7/13/2021	EXPIRATION DATE 7/13/2022	<input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED
THIS REPLACES PRIOR EVIDENCE DATED:				

### PROPERTY INFORMATION

LOCATION/DESCRIPTION Hangar located at 1001 Airport Rd, Destin, FL 32541.
--

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

### COVERAGE INFORMATION

COVERAGE / PERILS / FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
Building	\$100,000	\$5,000

### REMARKS (Including Special Conditions)

Wind/Hail Deductible =5%.
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### CANCELLATION

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

### ADDITIONAL INTEREST

NAME AND ADDRESS  Okaloosa County 5479 A Old Bethel Rd Crest	MORTGAGEE	ADDITIONAL INSURED
	<input checked="" type="checkbox"/> LOSS PAYEE	
LOAN #		
REPRESENTATIVE <b>LEASE #: L08-0315-AP</b> <b>BRESHAN ENTERPRISES, LLC.</b> <b>DAP BLK 1/LOT 3 XFER FROM #L269</b> <b>EXPIRES: 07/11/2022</b>		

*Mary Suydan*

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red marks of ACORD



# OLD REPUBLIC INSURANCE COMPANY

## Certificate of Insurance

This is to certify to  
(Certificate Holder):

OKALOOSA COUNTY  
5479A OLD BETHEL ROAD  
CRESTVIEW, FL 32536

The following policy has  
been issued to:

BRESHAN ENTERPRISES, LLC  
20 SOUTH CLARK, SUITE 2500  
CHICAGO, IL 60603

**AIRCRAFT POLICY NO:** PB 10897311  
**THIS COVERAGE IS EFFECTIVE 12:01 AM**  
**INSURANCE COMPANY:**  
**LIABILITY COVERAGES:**

**POLICY PERIOD: FROM:** June 20, 2021 **TO** June 20, 2022

**OLD REPUBLIC INSURANCE COMPANY**

	<b>LIMITS OF LIABILITY</b>	
	<b>EACH PERSON</b>	<b>EACH OCCURRENCE</b>

Single Limit Including **Passengers**,  
with **Passenger** liability Limited to:

\$1,000,000  
\*\*\*\*

**DESCRIPTION OF AIRCRAFT**

**PHYSICAL DAMAGE COVERAGE:**

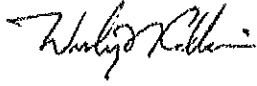
FAA NUMBER	YEAR	MAKE & MODEL	INSURED VALUE	DEDUCTIBLES	
				NOT IN-MOTION	IN-MOTION
N94MQ	1975	BEECH Baron E55	\$200,000	\$0	\$0

**THIS CERTIFICATE HOLDER IS:**

Included as an Additional Insured on aircraft Liability Coverage, but only with respect to hangaring and/or tie-down of the aircraft covered under this policy.

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:	STERLING AVIATION MARKETS INC.		Date: 04/27/2021
Agency Phone:	847-229-9811		Old Republic Aerospace Representative:

**LEASE #: L08-0315-AP**  
**BRESHAN ENTERPRISES, LLC.**  
**DAP BLK 1/LOT 3 XFER FROM #L269**  
**EXPIRES: 07/11/2022**



## CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 11/9/18

Contract/Lease Control #: L08-0315-AP

Procurement#: N/A

Contract/Lease Type: LEASE

Award To/Lessee: BRESHAN ENTERPRISES HANGAR

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 11/6/18

Expiration Date: 07/11/22

Description of Contract/Lease: HANGAR SPACE

Department: AP

Department Monitor: T. STAGE

Monitor's Telephone #: 850-651-7160

Monitor's FAX # or E-mail: [TSTAGE@MYOKALOOSA.COM](mailto:TSTAGE@MYOKALOOSA.COM)

Closed:

Cc: Finance Department Contracts & Grants Office



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/10/2020

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

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

<b>PRODUCER</b> Liufau McCall Insurance Group 36008 Emerald Coast Pkwy Suite 601-B Destin FL 32541		<b>CONTACT NAME:</b> James McCall <b>PHONE (A/C, No, Ext):</b> (850) 460-7490 <b>E-MAIL ADDRESS:</b> james@lmigflorida.com <b>FAX (A/C, No):</b> (850) 460-7495	
<b>INSURED</b> Breshan Enterprises, LLC 20 South Clark St Suite 2500 Chicago IL 60603		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A : AmWNS INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :	

**COVERAGES**                      **CERTIFICATE NUMBER:** CL1910900451                      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	Y		AL143077	07/13/2020	07/13/2021	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000						
	MED EXP (Any one person) \$ 5,000						
	PERSONAL & ADV INJURY \$ EXCL						
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE    OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

Lease number L08-0315-AP .Okaloosa County BOCC is listed as additional insured.

**CONTRACT#: L08-0315-AP**  
**BRESHAN ENTERPRISES HANGER**  
**HANGAR SPACE**  
**EXPIRES: 07/11/2022**

## CERTIFICATE HOLDER

Okaloosa County Board of County Commissioners Destin-Fort Walton  
 1701 State Road 85 N

Eglin AFB

FL 32542-1498

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

AUTHORIZED REPRESENTATIVE

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# OLD REPUBLIC INSURANCE COMPANY

## Certificate of Insurance

This is to certify to  
(Certificate Holder):

OKALOOSA COUNTY  
5479A OLD BETHEL ROAD  
CRESTVIEW, FL 32536

The following policy has  
been issued to:

BRESHAN ENTERPRISES, LLC  
20 SOUTH CLARK, SUITE 2500  
CHICAGO, IL 60603

AIRCRAFT POLICY NO: PB 10897310  
THIS COVERAGE IS EFFECTIVE 12:01 AM  
INSURANCE COMPANY:  
LIABILITY COVERAGES:

POLICY PERIOD: FROM: June 20, 2020 TO June 20, 2021

OLD REPUBLIC INSURANCE COMPANY

	LIMITS OF LIABILITY	
	EACH PERSON	EACH OCCURRENCE

Single Limit Including Passengers,  
with Passenger liability Limited to:

\*\*\*\*

\$1,000,000

### DESCRIPTION OF AIRCRAFT

### PHYSICAL DAMAGE COVERAGE:


FAA NUMBER	YEAR	MAKE & MODEL	INSURED VALUE	DEDUCTIBLES	
				NOT IN-MOTION	IN-MOTION
N94MQ	1975	BEECH Baron E55	\$200,000	\$0	\$0

### THIS CERTIFICATE HOLDER IS:

Included as an Additional Insured on aircraft Liability Coverage, but only with respect to hangaring and/or tie-down of the aircraft covered under this policy.

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:	STERLING AVIATION MARKETS INC.		Date: 05/20/2020
Agency Phone:	847-229-9811		





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/09/2019

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

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

<b>PRODUCER</b> Liufau McCall Insurance Group 36008 Emerald Coast Pkwy Suite 601-B Destin FL 32541		<b>CONTACT NAME:</b> James McCall <b>PHONE (A/C No. Ext):</b> (850) 460-7490 <b>FAX (A/C, No):</b> (850) 460-7495 <b>E-MAIL ADDRESS:</b> james@tmigflorida.com	
<b>INSURED</b> Breshan Enterprises, LLC 20 South Clark St Suite 2500 Chicago IL 60603		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> AmWINS	
		<b>INSURER B:</b>	
		<b>INSURER C:</b>	
		<b>INSURER D:</b>	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

**COVERAGES**      **CERTIFICATE NUMBER:** CL1910900451      **REVISION NUMBER:**

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

INBR LTR	TYPE OF INSURANCE	ADDL INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		Y	AL135858	07/13/2019	07/13/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ EXCL GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPOP AGG \$ EXCL \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N	N/A			PER STATUTE    OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may

CONTRACT#: L08-0315-AP  
BRESHAN ENTERPRISES HANGAR  
HANGAR SPACE  
EXPIRES: 07/11/2022

<b>CERTIFICATE HOLDER</b> Okaloosa County 5479 A Old Bethel Rd Crestview FL 32536	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE <i>Mary Sudan</i>
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# OLD REPUBLIC INSURANCE COMPANY

## Certificate of Insurance

This is to certify to  
(Certificate Holder): OKALOOSA COUNTY  
5479A OLD BETHEL ROAD  
CRESTVIEW, FL 32536

The following policy has  
been issued to: BRESHAN ENTERPRISES, LLC  
20 SOUTH CLARK, SUITE 2500  
CHICAGO, IL 60603

AIRCRAFT POLICY NO: PB 10897309      POLICY PERIOD: FROM: June 20, 2019 TO June 20, 2020  
THIS COVERAGE IS EFFECTIVE 12:01 AM  
INSURANCE COMPANY: OLD REPUBLIC INSURANCE COMPANY


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

DESCRIPTION OF AIRCRAFT			PHYSICAL DAMAGE COVERAGE:		
FAA NUMBER	YEAR	MAKE & MODEL	INSURED VALUE	DEDUCTIBLES	
				NOT IN-MOTION	IN-MOTION
N94MQ	1975	BEECH Baron E55	\$200,000	\$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:	STERLING AVIATION MARKETS INC. 847-229-9811	 Old Republic Aerospace Representative:	Date: 10/11/2019
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# EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)  
10/14/2019

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AGENCY Liufau McCall Insurance Group 36008 Emerald Coast Pkwy Suite 601-B Destin FL 32541	PHONE (As. No. Ext): (850) 460-7490	COMPANY AmWINS 880 Montclair Rd Suite 500 Birmingham AL 35213
FAX (A/C, No.): (850) 460-7495	E-MAIL ADDRESS: james@lmigflorida.com	
CODE:	SUB CODE:	
AGENCY CUSTOMER ID #: 00001923		
INSURED Breshan Enterprises, LLC 20 South Clark St Suite 2500 Chicago IL 60603	LOAN NUMBER	POLICY NUMBER AL135858
	EFFECTIVE DATE 7/13/2019	EXPIRATION DATE 7/13/2020
	<input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED	
THIS REPLACES PRIOR EVIDENCE DATED:		

### PROPERTY INFORMATION

LOCATION/DESCRIPTION  
Hangar located at 1001 Airport Rd, Destin, FL 32541.

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

### COVERAGE INFORMATION

COVERAGE / PERILS / FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
Building	\$100,000	\$5,000

### REMARKS (Including Special Conditions)

Wind/Hail Deductible =5%.

### CANCELLATION

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

### ADDITIONAL INTEREST

NAME AND ADDRESS  Okaloosa County 5479 A Old Bethel Rd Crestview, FL 32536	MORTGAGEE	ADDITIONAL INSURED
	<input checked="" type="checkbox"/> LOSS PAYEE	
LOAN #		
AUTHORIZED REPRESENTATIVE  <i>Maura Snydan</i>		



CA #2

## BOARD OF COUNTY COMMISSIONERS AGENDA REQUEST

**DATE:** November 6, 2018  
**TO:** Honorable Chairman and Distinguished Members of the Board  
**FROM:** Tracy Stage  
**SUBJECT:** Breshan Enterprises Hangar Amendment  
**DEPARTMENT:** Airport  
**BCC DISTRICT:** 5

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**STATEMENT OF ISSUE:** The Airports Department requests approval by the Board of County Commissioners of Amendment Five to the Breshan Enterprises Hangar Lease Agreement at the Destin Executive Airport for Block 1 Lot 3 (L08-0315-AP).


**BACKGROUND:** On August 21, 2018, the Board approved the Assignment of Lease between Jerry M. Maynard and Breshan Enterprises for hangar space, Block 1 Lot 3, at the Destin Executive Airport. Lessee and Airport requests to correct a typographical error in the expiration date. The assignment of lease states the expiration date is July 11, 2020 and the correct date should be July 11, 2022 as reflected in the highlighted Section 1 of the attached backup document. The Breshan Enterprises certificates of insurance and Risk Managements approval from the Assignment of Lease in August is attached along with the procurement contract lease internal coordination sheet.

**FUNDING SOURCE, (If Applicable):** N/A

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

**RECOMMENDATIONS:** It is Staff's recommendation that the Board approve Amendment Five to the Breshan Enterprises Hangar Lease Agreement to correct the expiration date of the lease agreement at the Destin Executive Airport.

**RECOMMENDED BY:**  
**APPROVED BY:**

  
\_\_\_\_\_  
Tracy Stage, Airport Director 10/30/2018

SCANNED



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

Procurement/Contract/Lease Number: LOS-0315-AP Tracking Number: 3112-18  
Procurement/Contractor/Lessee Name: Brushon Enterprise Grant Funded: YES \_\_\_ NO X  
Purpose: Amendment to change exp date  
Date/Term: 7-11-22 1.  GREATER THAN \$100,000  
Amount: \_\_\_\_\_ 2.  GREATER THAN \$50,000  
Department: AP 3.  \$50,000 OR LESS  
Dept. Monitor Name: Stage

**Purchasing Review**

Procurement or Contract/Lease requirements are met:  
White Date: 9-6-18  
Purchasing Manager or designee Jeff Hyde, DeRita Mason

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

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

**Risk Management Review**

Approved as written: see email attached  
\_\_\_\_\_  
Risk Manager or designee Laura Porter or Krystal King Date: 9-10-18

**County Attorney Review**

Approved as written: see email attached  
\_\_\_\_\_  
County Attorney Gregory T. Stewart, Lynn Hoshihara, Kerry Parsons or Designee Date: 9-11-18

Following Okaloosa County approval:

**Clerk Finance**

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

**AMENDMENT OF LEASE L08-0315-AP  
BRESHAN ENTERPRISES, LLC HANGAR LEASE AT THE  
DESTIN EXECUTIVE AIRPORT**

This Amendment Number Five, made and entered into this 6th day of November, 2018, hereby amends Lease L08-0315-AP (“Lease Agreement”), dated July 17, 2008, by Breshan Enterprises, LLC (“Lessee”), and Okaloosa County, Florida through its Board of County Commissioners (hereinafter the “County”).

**WITNESSETH:**

**WHEREAS**, the County entered into a Assignment of Lease and Amendment on August 21, 2018, for hangar Lease Agreement, L08-0315-AP; and

**WHEREAS**, Lessee desires to correct a typographical error in the Assignment of Lease from Jerry M. Maynard to Breshan Enterprises, LLC dated August 21, 2018.

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

**I. AMENDMENT TO THE LEASE AGREEMENT**

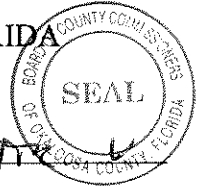
L08-0315-AP is hereby amended as follows:

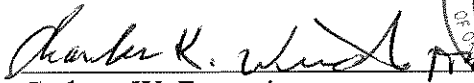
1. The expiration date in Assignment of Lease and Amendment dated August 21, 2018 states July 11, 2020 and the correct expiration date is July 11, 2022.
2. All other provisions of the Lease Agreement shall remain in full force and effect through the duration of the Lease term.

(The remainder of this page intentionally left blank)

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

OKALOOSA COUNTY, FLORIDA



  
Graham W. Fountain  
Chairman, Board of County Commissioners  
Date: 11/6/18

ATTEST:





J.D. Peacock II  
Clerk of Circuit Court

ASSIGNEE

Michael McQuillen  
Breshan Enterprises, LLC  
Michael McQuillen  
Date: 10/11/18

ATTEST:

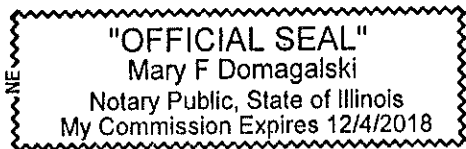
Jana Dogra  
Witness  
Chy...  
Witness

ACKNOWLEDGMENTS

STATE OF Illinois  
COUNTY OF Cook

Before me, the undersigned officer duly authorized to take acknowledgments in the COUNTY and STATE aforesaid, personally appeared MICHAEL McQUILLEN 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 4th day of October, 2018, AD.



Mary F. Domagalski  
NOTARY

My Commission Expires: 12/4/18

**Dave Miner**

---

**From:** Krystal King  
**Sent:** Monday, July 23, 2018 1:54 PM  
**To:** Dave Miner; Laura Porter  
**Cc:** Allyson Oury  
**Subject:** RE: COI Breshan Enterprises for Compliance

Risk Management approved.

*Krystal King*  
Okaloosa County  
Risk Management  
(850)688-5977  
Fax (850)688-5973

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

---

**From:** Dave Miner  
**Sent:** Monday, July 16, 2018 10:32 AM  
**To:** Krystal King <kking@myokaloosa.com>; Laura Porter <lporter@myokaloosa.com>  
**Cc:** Allyson Oury <aoury@myokaloosa.com>  
**Subject:** COI Breshan Enterprises for Compliance

Good Morning:

Please review the attached COI for Breshan Enterprises for a Hangar assignment of lease from Jerry Maynard to Breshan Enterprises (L08-0315-AP) and let us know if the COIs comply with requirements.

Thank you.

Dave

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

Please change your address list and contacts to my new e-mail address: [dminer@myokaloosa.com](mailto:dminer@myokaloosa.com)



# OLD REPUBLIC INSURANCE COMPANY

## Certificate of Insurance

This is to certify to  
(Certificate Holder): OKALOOSA COUNTY  
5479A OLD BETHEL ROAD  
CRESTVIEW, FL 32536

The following policy has  
been issued to: BRESHAN ENTERPRISES, LLC  
20 SOUTH CLARK, SUITE 2500  
CHICAGO, IL 60603

AIRCRAFT POLICY NO: PB 10897308  
THIS COVERAGE IS EFFECTIVE 12:01 AM  
INSURANCE COMPANY:  
LIABILITY COVERAGES:

POLICY PERIOD: FROM: June 20, 2018 TO June 20, 2019

OLD REPUBLIC INSURANCE COMPANY


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

DESCRIPTION OF AIRCRAFT	PHYSICAL DAMAGE COVERAGE:				
	FAA NUMBER	YEAR	MAKE & MODEL	INSURED VALUE	DEDUCTIBLES NOT IN-MOTION
N94MQ	1975	BEECH Baron E55	\$200,000	\$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:	STERLING RISK MANAGEMENT, INC. 847-229-9811	 Old Republic Aerospace Representative:	Date: 07/06/2018
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# EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)  
7/13/2018

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

AGENCY Liufau McCall Insurance Group 36008 Emerald Coast Pkwy Suite 601-B Destin FL 32541		PHONE (A/C, No, Ext): (850) 460-7490	COMPANY Penn-Star Insurance Company c/o AmWins 880 Montclair Rd Birmingham AL 35209	
FAX (A/C, No): (850) 460-7495	E-MAIL ADDRESS: admin@lmigflorida.com			
CODE:	SUB CODE:			
AGENCY CUSTOMER ID #: 00001901		LOAN NUMBER		POLICY NUMBER 07131801
INSURED Breshan Enterprises, LLC c/o Michael McQuillen 20 South Clark Street Suite 2500 Chicago IL 60603		EFFECTIVE DATE 07/13/2018	EXPIRATION DATE 07/13/2019	<input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED
THIS REPLACES PRIOR EVIDENCE DATED:				

### PROPERTY INFORMATION

LOCATION/DESCRIPTION Destin Airport Hanger Block 1 Lot 3
---

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

### COVERAGE INFORMATION

COVERAGE / PERILS / FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
A. Building	100,000	5,000


### REMARKS (Including Special Conditions)

Multi peril policy including windstorm.  
30 day notice of cancellation, 10 day notice of cancellation for non pay to Okaloosa County.  
Total premium is \$1,402.88, paid in full.

### CANCELLATION

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

### ADDITIONAL INTEREST

Okaloosa County 5479 A Old Bethel Rd Crestview, FL 32536	<input type="checkbox"/> MORTGAGEE	ADDITIONAL INSURED
	<input checked="" type="checkbox"/> LOSS PAYEE	
LOAN #		
AUTHORIZED REPRESENTATIVE James McCall 		

AMENDMENT NUMBER TWO  
TO  
ASSIGNMENT OF LEASE DATED MARCH 21, 2006  
BETWEEN  
BOARD OF COUNTY COMMISSIONERS  
OKALOOSA COUNTY, FLORIDA  
AND  
JERRY MAYNARD

This AMENDMENT NUMBER TWO, fully executed this 9<sup>th</sup> day of APR, 2015, by and between the OKALOOSA COUNTY, FLORIDA, a political subdivision of the State of Florida, (hereinafter called "COUNTY") and JERRY MAYNARD (hereinafter called "LESSEE").

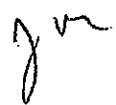
WITNESSETH:

WHEREAS, the LESSEE entered into Assignment of Lease effective July 17, 2008; (the "LEASE") for the purpose of permitting LESSEE to maintain one (1) hangar for storage of individually-owned/corporate owned aircraft on BLOCK 1 LOT 3 at the Destin Executive Airport (the "DTS") located in Okaloosa County, Florida (the "AIRPORT"), with an expiration date of July 11, 2020; and

WHEREAS, this AMENDMENT NO. TWO shall be subject to the terms, covenants, conditions, and agreements to be kept, performed and observed by LESSEE as stipulated in the Original Lease Agreement, Supplemental Agreements, Amendments and Assignment of Leases; and

WHEREAS, the Board of County Commissioners (the "Board") in open session on February 17, 2015 eliminated the requirement to have lessees pay for the 10 foot setback from the footprint of hangars. The Board also authorized the term and associated expiration date to be extended for two (2) additional years as fair compensation for the previously paid setback rent. The Lessee's revised square footage will be included in the annual increase effective for the October 2015 invoicing.

NOW, THEREFORE, in consideration of the promises contained herein, the County and Lessee agree as follows:



**LEASE # L08-0315-AP**  
**JERRY MAYNARD**  
**DAP BLOCK 1/LOT 3**  
**EXPIRES: 07/11/2022**

SECTION 1:

The new expiration date of this Lease will be July 11, 2022.

SECTION 2:

Section 5 a: Ground Lease is amended to read:

LESSEE shall pay in advance an annual ground lease fee established by an independent appraisal. The fee shall be adjusted every year in accordance with Section 6. The ground lease and applicable sales tax will be billed annually, in advance, and is payable to Okaloosa County, Okaloosa County Airports, 1701 State Road 85 North, Eglin, Air Force Base, Florida 32542-1498. The Lease includes TWO THOUSAND ONE HUNDRED NINETY FIVE (2,195) square feet at TWO DOLLARS AND TWENTY THREE CENTS (\$2.23) per square foot per year for a total annual cost of FOUR THOUSAND EIGHT HUNDRED NINETY FOUR DOLLARS AND EIGHTY FIVE CENTS (\$4,894.85) plus tax.

SECTION 3:

Section 29: Legal Description is amended to read:

Block 1 Lot 3. Commence at the Easternmost corner of Lot 15, Block A, Harbor Breeze as recorded in Plat Book 13, Page 32, Public Records of Okaloosa County, Florida; Thence N.38°00'00"W. (Basis of Bearings) along the East line of said subdivision for a distance of 166.99 feet; Thence departing said East line proceed N.52°42'22"E for a distance of 215.05 feet to THE POINT OF BEGINNING; Thence N.37°17'38"W. for a distance of 24.00 feet; Thence S.52°42'22"W. for a distance of 13.00 feet; Thence N.37°17'38"W. for a distance of 27.25 feet; Thence N.52°42'22"E for a distance of 55.00 feet; Thence S. 37°17'38"E. for a distance of 27.25 feet; Thence S.52°42'22"W. for a distance of 13.00 feet; Thence S.37°17'38"E. for a distance of 24.00 feet; Thence S.52°42'22"W. for a distance of 29.00 feet to the POINT OF BEGINNING. Parcel described contains 2195 square feet or 0.05 acres.

SECTION 4:

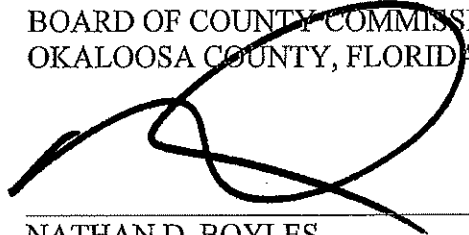
All other provisions of the Lease, as subsequently amended, shall remain in full force and effect.

(The remainder of this page intentionally left blank)



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

BOARD OF COUNTY COMMISSIONERS  
OKALOOSA COUNTY, FLORIDA



NATHAN D. BOYLES  
CHAIRMAN



ATTEST:



*Jay J. Stapel*  
for J.D. PELCOCK, II  
CLERK & COMPTROLLER  
OKALOOSA COUNTY, FLORIDA

*Jerry Maynard*  
JERRY MAYNARD

*Michael McKinney*  
WITNESS

MICHAEL MCKINNEY  
PRINT NAME

*Jeffrey Stewart*  
WITNESS

JEFFREY STEWART  
PRINT NAME

ACKNOWLEDGMENTS

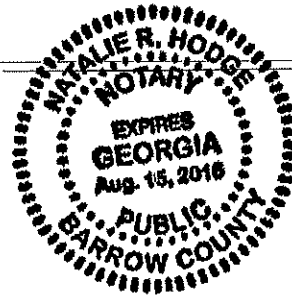
STATE OF GEORGIA  
COUNTY OF BARROW

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

Sworn and subscribed before me this 18<sup>TH</sup> day of MARCH, 2015, AD.

*Natalie R. Hodge*  
NOTARY

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



**EXHIBIT B**

**CONTRACT & LEASE AGREEMENT CONTROL FORM**

**Date:** 4/13/15

**Contract/Lease Control #:** L08-0315-AP1

**Bid #:** N/A

**Contract/Lease Type:** REVENUE

**Award to/Lessee:** JERRY MAYNARD-REASSIGNED FROM #L269

**Lessor:** OKALOOSA COUNTY

**Effective Date:** 7/15/2008

**Amount:** \$78,408

**Term/Expires:** 7/11/2022

**Description of Contract/Lease:** DAP BLOCK 1/LOT 3

**Department Manager:** AIRPORT

**Department Monitor:** Harman

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

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

**Date Closed:**

## CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 08-24-2018

Contract/Lease Control #: L08-0315-AP

Procurement#: NA

Contract/Lease Type: REVENUE

Award To/Lessee: BRESHAN ENTERPRISES, LLC

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 08/21/2018

Expiration Date: 07/11/2020

Description of Contract/Lease: DAP BLOCK 1/LOT 3

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



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

Procurement/Contract/Lease Number: L08-315-AP Tracking Number: 3042-18  
Procurement/Contractor/Lessee Name: Breshon Enterprises Grant Funded: YES \_\_\_ NO X  
Purpose: lease assignment  
Date/Term: 7-1-2020  
Amount: \_\_\_\_\_  
Department: AP  
Dept. Monitor Name: Stacy

1.  GREATER THAN \$100,000  
2.  GREATER THAN \$50,000  
3.  \$50,000 OR LESS

**Purchasing Review**

Procurement or Contract/Lease requirements are met:  
DeRita Mason Date: 6-18-18  
Purchasing Manager or designee Jeff Hyde, DeRita Mason

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

Approved as written: NO federal grant funds Date: \_\_\_\_\_  
Grants Coordinator Danielle Garcia

**Risk Management Review**

Approved as written: see email attached Date: 6-19-18  
Risk Manager or designee Laura Porter or Krystal King

**County Attorney Review**

Approved as written: see email attached Date: 6-27-18  
County Attorney Gregory T. Stewart, Lynn Hoshihara, Kerry Parsons or Designee

Following Okaloosa County approval:

**Clerk Finance**

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

## DeRita Mason

---

**From:** Krystal King  
**Sent:** Tuesday, June 19, 2018 8:09 AM  
**To:** DeRita Mason  
**Subject:** RE: AMENDMENT OF LEASE L17.docx

Yes ma'm.

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

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

---

**From:** DeRita Mason  
**Sent:** Tuesday, June 19, 2018 7:59 AM  
**To:** Krystal King <kking@myokaloosa.com>  
**Subject:** RE: AMENDMENT OF LEASE L17.docx

Done, is this approved after it is added.

---

**From:** Krystal King  
**Sent:** Tuesday, June 19, 2018 7:21 AM  
**To:** DeRita Mason <dmason@myokaloosa.com>; Parsons, Kerry <KParsons@ngn-tally.com>  
**Cc:** Lynn Hoshihara <lhoshihara@myokaloosa.com>; Laura Porter <lporter@myokaloosa.com>  
**Subject:** RE: AMENDMENT OF LEASE L17.docx

Please add the attached insurance requirements.

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

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

---

**From:** DeRita Mason  
**Sent:** Monday, June 18, 2018 3:52 PM  
**To:** Parsons, Kerry <KParsons@ngn-tally.com>  
**Cc:** Lynn Hoshihara <lhoshihara@myokaloosa.com>; Laura Porter <lporter@myokaloosa.com>; Krystal King <kking@myokaloosa.com>  
**Subject:** FW: AMENDMENT OF LEASE L17.docx

## DeRita Mason

---

**From:** Parsons, Kerry <KParsons@ngn-tally.com>  
**Sent:** Wednesday, June 27, 2018 7:14 AM  
**To:** DeRita Mason  
**Cc:** Lynn Hoshihara; Laura Porter; Krystal King; Dave Miner  
**Subject:** RE: AOL Maynard to Breshan for Coordination

This is approved for legal purposes.

---

**From:** DeRita Mason [mailto:dmason@myokaloosa.com]  
**Sent:** Monday, June 18, 2018 8:24 AM  
**To:** Parsons, Kerry  
**Cc:** Lynn Hoshihara; Laura Porter; Krystal King  
**Subject:** FW: AOL Maynard to Breshan for Coordination

Please review the attached.

Thank you,

DeRita

---

**From:** Dave Miner  
**Sent:** Friday, June 15, 2018 4:33 PM  
**To:** DeRita Mason <dmason@myokaloosa.com>  
**Cc:** Allyson Oury <aoury@myokaloosa.com>  
**Subject:** AOL Maynard to Breshan for Coordination

DeRita:

Please start the coordination for the attached assignment of lease from Jerry M. Maynard to Breshan Enterprises, LLC.

Thank you.

Dave

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

Please change your address list and contacts to my new e-mail address: [dminer@myokaloosa.com](mailto:dminer@myokaloosa.com)

## Dave Miner

---

**From:** Krystal King  
**Sent:** Monday, July 23, 2018 1:54 PM  
**To:** Dave Miner; Laura Porter  
**Cc:** Allyson Oury  
**Subject:** RE: COI Breshan Enterprises for Compliance

Risk Management approved.

*Krystal King*  
Okaloosa County  
Risk Management  
(850)688-5977  
Fax (850)688-5973

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---

**From:** Dave Miner  
**Sent:** Monday, July 16, 2018 10:32 AM  
**To:** Krystal King <kking@myokaloosa.com>; Laura Porter <lporter@myokaloosa.com>  
**Cc:** Allyson Oury <aoury@myokaloosa.com>  
**Subject:** COI Breshan Enterprises for Compliance

Good Morning:

Please review the attached COI for Breshan Enterprises for a Hangar assignment of lease from Jerry Maynard to Breshan Enterprises (L08-0315-AP) and let us know if the COIs comply with requirements.

Thank you.

Dave

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

Please change your address list and contacts to my new e-mail address: [dminer@myokaloosa.com](mailto:dminer@myokaloosa.com)





# EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)

7/13/2018

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

AGENCY Liufau McCall Insurance Group 36008 Emerald Coast Pkwy Suite 601-B Destin FL 32541	PHONE (A/C, No, Ext): (850) 460-7490	COMPANY Penn-Star Insurance Company c/o AmWins 880 Montclair Rd Birmingham AL 35209
FAX (A/C, No): (850) 460-7495	E-MAIL ADDRESS: admin@lmigflorida.com	
CODE:	SUB CODE:	
AGENCY CUSTOMER ID #: 00001901		
INSURED Breshan Enterprises, LLC c/o Michael McQuillen 20 South Clark Street Suite 2500 Chicago IL 60603	LOAN NUMBER	POLICY NUMBER 07131801
	EFFECTIVE DATE 07/13/2018	EXPIRATION DATE 07/13/2019
	<input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED	
THIS REPLACES PRIOR EVIDENCE DATED:		

## PROPERTY INFORMATION

LOCATION/DESCRIPTION Destin Airport Hanger Block 1 Lot 3
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

## COVERAGE INFORMATION

COVERAGE / PERILS / FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
A. Building	100,000	5,000

<b>REMARKS (Including Special Conditions)</b> Multi peril policy including windstorm. 30 day notice of cancellation, 10 day notice of cancellation for non pay to Okaloosa County.  Total premium is \$1,402.88, paid in full.
--

<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
---

<b>ADDITIONAL INTEREST</b>		
Okaloosa County  5479 A Old Bethel Rd Crestview, FL 32536	<input type="checkbox"/> MORTGAGEE	ADDITIONAL INSURED
	<input checked="" type="checkbox"/> LOSS PAYEE	
	LOAN #	
	AUTHORIZED REPRESENTATIVE James McCall	



**Jerry M. Maynard**

Assignment of Lease

Received e-mail from Mr. Maynard on 6-15-18 stating he is selling his hangar  
Sent e-mail to DeRita on 6-15-18 with AOL for coordination  
Received e-mail from Mr. McQuillen on 6-15-18 with correct telephone number  
Received e-mail from DeRita on 6-18-18 with coordination number  
Received e-mail from Mr. McQuillen on 6-24-18 stating agreement signed  
between Mr. Maynard and himself and asked if I needed a copy  
Sent e-mail to Mr. McQuillen on 6-25-18 stating no  
Received e-mail from KP on 6-27-18 stating coordination approved  
Received e-mail from DeRita on 6-27-18 stating coordination approved and she  
will deliver pink sheet  
Received pink sheet on 6-27-18  
Mailed to Mr. Maynard on 6-27-18 for signature  
Received phone call from Mr. McQuillen on 7-13-18 and stated all paperwork  
was signed and he will mail it.  
Received e-mail from Mr. McQuillen on 7-13-18 with COIs  
Sent e-mail to Mr. McQuillen on 7-13-18 with COI revisions  
Received e-mail from Mr. McCall, Insurance Company, on 7-13-18 with revised  
COIs  
Sent e-mail to Mr. McCall on 7-13-18 stating look's good  
Sent e-mail to Mr. McQuillen on 7-13-18 asking for aircraft COI.  
Received signed paperwork on 7-16-18 along with COIs and approval fee  
Sent e-mail to RM on 7-16-18 for COI compliance  
Received e-mail from Mr. McQuillen on 7-16-18 asking for information  
Sent e-mail to Mr. McQuillen on 7-16-18 answering questions  
Received e-mail from RM on 7-23-18 with COI compliance  
Scheduled for Board Agenda on 8-21-18



**CONSENT TO ASSIGNMENT OF LEASE AND AMENDMENT L08-0315-AP**  
**JERRY M. MAYNARD HANGAR LEASE AT THE**  
**DESTIN EXECUTIVE AIRPORT**

This Consent to Assignment of Lease and Amendment, made and entered into this 21<sup>st</sup> day of August, 2018, hereby approves of the assignment between Jerry M. Maynard ("Lessee") and Breshan Enterprises, LLC ("Assignee"), and amends Lease L08-0315-AP ("Lease Agreement"), dated July 17, 2008, by Jerry M. Maynard ("Lessee"), and Okaloosa County, Florida through its Board of County Commissioners (hereinafter the "County").

**WITNESSETH:**

**WHEREAS**, the County entered into a Lease Agreement, L08-0315-AP for Amendment of Lease on February 8, 2017, Assignment of Lease on July 17, 2008, Amendment of Lease on April 9, 2015, Supplemental Agreement of Lease on June 22, 2009, Amendment of Lease on July 20, 2007, Assignment of Lease on March 21, 2006, Supplemental Agreement on August 15, 2000, Assignment of Lease on May 1, 1987, Assignment of Lease on April 10, 1981, and Original Hangar Lease on June 6, 1978 at the Destin Executive Airport with a current expiration date of July 11, 2020; and

**WHEREAS**, Lessee desires an Assignment of Lease from Jerry M. Maynard to Breshan Enterprises, LLC; and

**WHEREAS**, in accordance with Section 13 of the Lease Agreement, Lessee is required to obtain the County's consent prior to assigning its interest and all other conditions have been satisfied to approve the assignment; and

**WHEREAS**, on October 18, 2016 the Board approved the new hangar appraisals for the Destin Executive and Bob Sikes Airports with a new ground lease rate; and

**WHEREAS**, the County as recipient of federal assistance is required to incorporate specific revisions in grant funded leases. These provisions are being incorporated per this amendment as listed below; and

**WHEREAS**, the parties now desire to provide additional revisions to the Lease Agreement.

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

**I. CONSENT TO ASSIGNMENT**

1. In accordance with Section 13 of L08-0315-AP, the County hereby consents to this assignment of the Lessee interest of Jerry M. Maynard to Breshan Enterprises, LLC, Inc.

**LEASE#: L08-0315-AP**  
**BRESHAN ENTERPRISES, LLC**  
**DAP BLOCK 1/LOT 3**  
**EXPIRES: 07/11/2020**

Page 1 of 9  
L08-0315-AP

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

## II. AMENDMENT TO THE LEASE AGREEMENT

L08-0315-AP is hereby amended as follows:

1. Section 5a titled "Ground Lease" of L08-0315-AP, is deleted and replaced as follows:

Lessee shall pay in advance an annual ground lease fee established by an independent appraisal. The fee shall be adjusted in accordance with Section 6. The ground lease and applicable sales tax will be billed annually, in advance, and is payable to Okaloosa County. Okaloosa County Airports, 1701 State Road 85 North, Suite 1, Eglin AFB, Florida 32542-1498. This lease includes TWO THOUSAND ONE HUNDRED NINETY FIVE (2,195) square feet at ONE DOLLAR AND FIFTY CENTS (\$1.50) per square foot per year for a total annual cost of THREE THOUSAND TWO HUNDRED NINETY TWO DOLLARS AND FIFTY CENTS (\$3,292.50) plus state sales tax and County non-ad valorem taxes.

2. Section 6 titled "Escalation Clause" of L08-0315-AP, is deleted and replaced as follows:

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

3. Section 17c under Section 17 titled "Insurance" of L08-0315-AP, is deleted and replaced as follows:

All aircraft liability and public liability coverage shall be endorsed to include Okaloosa County as Additional Insured. In addition, all insurance policies shall contain a clause that the insurer will not cancel or change the insurance without first giving the County thirty (30) days prior written notice and ten (10) day notice for non-payment of premium. Prior to occupying the Leased Premises and annually upon renewal, Lessee shall furnish County a Certificate of Insurance evidencing all required insurance. The Certificate(s) of Insurance shall be delivered to Okaloosa County, 5479 A Old Bethel

Road, Crestview, FL 32536 and a copy to Airports Administration. On request, Lessee shall deliver an exact copy of the policy or policies including all endorsements.

4. Section 18 titled "Notices" of L08-0315-AP, is hereby deleted and replaced as follows:

Any and all notices to be given under this Lease may be served by enclosing the same in a sealed envelope and directed to the other party at its address and deposited in the mail as first class mail with postage therein paid. When so given, such notice shall be effective from the date of mailing. Unless otherwise provided in writing by the parties hereto, the address of the Airport Director is as follows: Okaloosa County Airports, 1701 State Road 85 North, Suite 1, Eglin Air Force Base, Florida 32542-1498. The address of Lessee is: Breshan Enterprises, LLC, Michael McQuillen, 20 S. Clark, Suite 2500, Chicago, IL 60603.

5. Lessee agrees to comply with all federal regulations, including, but not limited to those set forth in Exhibit "B", attached to and incorporated herein.
6. All other provisions of the Lease Agreement shall remain in full force and effect through the duration of the Lease term.

(The remainder of this page intentionally left blank)

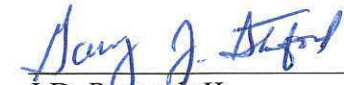
IN WITNESS WHEREOF, the parties hereto have executed this amendment as of the day and year first written.

OKALOOSA COUNTY, FLORIDA

  
\_\_\_\_\_  
Graham W. Fountain  
Chairman, Board of County Commissioners  
Date: 8/21/18



ATTEST:

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



LESSEE

Jerry M. Maynard  
Jerry M. Maynard  
Date: \_\_\_\_\_

ATTEST:

[Signature]  
Witness

Wina Gillespie  
Witness

ACKNOWLEDGMENTS

STATE OF GEORGIA  
COUNTY OF BARROW

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

Sworn and subscribed before me this 2ND day of July, 2018, AD.

Natalie R. Hoff  
NOTARY

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



ASSIGNEE

Michael McQuillen, manager  
Breshan Enterprises, LLC  
Michael McQuillen  
Date: 7/13/18

ATTEST:

Jana Dalsas  
Witness  
Kate Dan  
Witness

ACKNOWLEDGMENTS

STATE OF Illinois  
COUNTY OF Cook

Before me, the undersigned officer duly authorized to take acknowledgments in the COUNTY and STATE aforesaid, personally appeared MICHAEL McQUILLEN 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 13<sup>th</sup> day of July, 2018, AD.



Mary F. Domagalski  
NOTARY

My Commission Expires: 12/4/18

## 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.



# EVIDENCE OF COMMERCIAL PROPERTY INSURANCE

DATE (MM/DD/YYYY)  
08/07/2017

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

PRODUCER NAME, CONTACT PERSON AND ADDRESS <b>Fisher Brown Bottrell Insurance, Inc.</b> 1701 West Garden Street Pensacola, FL 32502		PHONE (A/C, No, Ext): <b>(800) 487-2973</b>	COMPANY NAME AND ADDRESS <b>Scottsdale Insurance Company</b>	NAIC NO: <b>41297</b>
Contact name: <b>Kelli Williams</b>		IF MULTIPLE COMPANIES, COMPLETE SEPARATE FORM FOR EACH		
FAX (A/C, No): <b>(850) 438-4678</b>		E-MAIL ADDRESS:		
CODE:	SUB CODE:	POLICY TYPE <b>Commercial Package</b>		
AGENCY CUSTOMER ID #: <b>JERRMMA-01</b>		LOAN NUMBER	POLICY NUMBER <b>CPS2439524</b>	
NAMED INSURED AND ADDRESS <b>Jerry M Maynard</b> <b>PO Box 225</b> <b>Winder, GA 30680</b>		EFFECTIVE DATE <b>06/20/2017</b>	EXPIRATION DATE <b>06/20/2018</b>	<input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED
ADDITIONAL NAMED INSURED(S)		THIS REPLACES PRIOR EVIDENCE DATED:		

### PROPERTY INFORMATION (ACORD 101 may be attached if more space is required) BUILDING OR BUSINESS PERSONAL PROPERTY

LOCATION / DESCRIPTION  
Airplane Hanger Block 1/Lot 3 at 1001 Airport Road, Destin, FL 32541

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

### COVERAGE INFORMATION

PERILS INSURED	BASIC	BROAD	<input checked="" type="checkbox"/> SPECIAL	
COMMERCIAL PROPERTY COVERAGE AMOUNT OF INSURANCE: <b>\$ 50,000</b>		DED: <b>1,000</b>		
<input type="checkbox"/> BUSINESS INCOME	<input type="checkbox"/> RENTAL VALUE	YES	NO	N/A
BLANKET COVERAGE		If YES, LIMIT: Actual Loss Sustained; # of months:		
TERRORISM COVERAGE		If YES, indicate value(s) reported on property identified above: \$		
IS THERE A TERRORISM-SPECIFIC EXCLUSION?		<input checked="" type="checkbox"/>		
IS DOMESTIC TERRORISM EXCLUDED?				
LIMITED FUNGUS COVERAGE		If YES, LIMIT: DED:		
FUNGUS EXCLUSION (If "YES", specify organization's form used)				
REPLACEMENT COST		<input checked="" type="checkbox"/>		
AGREED VALUE				
COINSURANCE		<input checked="" type="checkbox"/> If YES, <b>80%</b>		
EQUIPMENT BREAKDOWN (If Applicable)		If YES, LIMIT: DED:		
ORDINANCE OR LAW - Coverage for loss to undamaged portion of bldg		If YES, LIMIT: DED:		
- Demolition Costs		If YES, LIMIT: DED:		
- Incr. Cost of Construction		If YES, LIMIT: DED:		
EARTH MOVEMENT (If Applicable)		If YES, LIMIT: DED:		
FLOOD (If Applicable)		If YES, LIMIT: DED:		
WIND / HAIL INCL <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO Subject to Different Provisions:		If YES, LIMIT: DED:		
NAMED STORM INCL <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO Subject to Different Provisions:		If YES, LIMIT: DED:		
PERMISSION TO WAIVE SUBROGATION IN FAVOR OF MORTGAGE HOLDER PRIOR TO LOSS				

### CANCELLATION

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

### ADDITIONAL INTEREST

CONTRACT OF SALE MORTGAGEE	LENDER'S LOSS PAYABLE <input checked="" type="checkbox"/> LOSS PAYEE	LENDER'S NAME AND ADDRESS <b>Contract # L08-0315-AP</b> <b>JERRY MAYNARD-REASSIN FROM #L269</b> <b>DAP BLOCK 1/LOT 3</b> <b>EXPIRES: 07/11/2022</b>
NAME AND ADDRESS <b>Okaloosa County</b> <b>5749 A Old Bethel Rd</b> <b>Crestview, FL 32536</b>		AUTHC 



AGENCY CUSTOMER ID: JERRMMA-01

KWILLIAMS

LOC #: \_\_\_\_\_

**ADDITIONAL REMARKS SCHEDULE**Page 1 of 1

AGENCY <b>Fisher Brown Bottrell Insurance, Inc.</b>		NAMED INSURED <b>Jerry M Maynard</b> PO Box 225 Winder, GA 30680	
POLICY NUMBER <b>CPS2439624</b>			
CARRIER <b>Scottsdale Insurance Company</b>	NAIC CODE <b>41297</b>	EFFECTIVE DATE: <b>06/20/2017</b>	

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: ACORD 28 FORM TITLE: EVIDENCE OF COMMERCIAL PROPERTY INSURANCE

**Special Conditions:**

RE: Airplane Hanger Block 1/Lot 3 at 1001 Airport Road, Destin, FL 32541.

Tailnumber: N2535L

Interest: Lessor of Premises

Should the above policy be cancelled before the expiration date thereof, a 30 day written notice (10 days for non-pay) will be mailed to the certificate holder

**AMENDMENT THREE OF LEASE L08-0315-AP  
JERRY M. MAYNARD HANGAR LEASE AT THE  
DESTIN EXECUTIVE AIRPORT**

This Third Amendment of Lease made and entered into this 8th day of February, 2017, hereby approves this Third Amendment of Lease for lease L08-0315-AP ("Lease Agreement"), dated July 17, 2008, by Jerry M. Maynard ("Lessee"), and Okaloosa County, Florida through its Board of County Commissioners (hereinafter the "County").

**WITNESSETH:**

**WHEREAS**, on July 17, 2008, Lessee entered into a Lease Agreement, L08-0315-AP with the County for Hanger Space at the Destin Executive Airport with a current expiration date of July 11, 2020; and

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

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

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

**WHEREAS**, the parties now desire to provide additional revisions to the Lease Agreement.

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

**AMENDMENT**

1. Section 5 a titled "Ground Lease" of L06-0269-AP, is deleted and replaced as follows:

Lessee shall pay in advance an annual ground lease fee established by an independent appraisal. The fee shall be adjusted in accordance with Section 6. The ground lease and applicable sales tax will be billed annually, in advance, and is payable to Okaloosa County, Okaloosa County Airports, 1701 State Road 85 North, Suite 1, Eglin AFB, Florida 32542-1498. This lease includes TWO THOUSAND ONE HUNDRED NINETY FIVE (2,195) square feet at ONE DOLLAR AND FIFTY CENTS (\$1.50) per square foot per year for a total annual cost of THREE THOUSAND TWO HUNDRED

NINETY TWO DOLLARS AND FIFTY CENTS (\$3,292.50) plus state sales tax and County non-ad valorem taxes.

2. Section 10 titled "Care of Leased Premises" of L06-0269-AP, is deleted and replaced as follows:

Lessee shall keep said hangar and premises neat, clean, and orderly at all times. Hangars located on airport property shall be used for aeronautical purposes. Lessee is permitted to store non-aeronautical items in hangars provided the items do not interfere with the aeronautical use of the hangar and or impede the movement or access of the aircraft or other aeronautical contents of the hangar. All petroleum products, solvents, cleaners and flammable material shall be stored in an approved fireproof rated cabinet. Used petroleum products, solvents, cleaners and cleaning materials shall be disposed of both in accordance with all governmental regulations and off the County premises.

3. Section 12 titled "Taxes" of L06-0269-AP, is deleted and replaced as follows:

Taxes and Assessments: Lessee shall pay all taxes, assessments, and other similar charges required by any local, state or federal law, including but not limited to such taxes and assessments as may from time to time be imposed by the County, if so authorized, which by law may be levied or assessed against any of the premises occupied by Lessee pursuant to this Lease Agreement, or which may arise out of or are identical to the conduct of Lessee's operation and activities under this Agreement or by reason of Lessee's occupancy of its facilities or use of County facilities under this Agreement. Lessee shall protect, reimburse and indemnify County from and assume all liability for its tax and assessment obligations under the terms of this Lease Agreement.

4. Section 26 "Place of Payments" of L06-0269, is hereby deleted and replaced as follows:

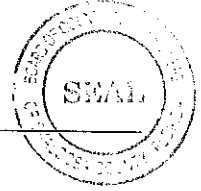
All payments and notices to COUNTY shall be given or mailed to the following address: Okaloosa County, Okaloosa County Airports, 1701 State Road 85 North, Suite 1, Eglin Air Force Base, Florida, 32542-1498.

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

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

OKALOOSA COUNTY

Carolyn N. Ketchel  
Carolyn N. Ketchel, Chairman  
Date: 8 Feb 17



ATTEST:

Dary J. Stanford  
J.D. Peabock II, Clerk  
DATE: 2/8/17



LESSEE

Jerry M. Maynard  
Jerry M. Maynard  
Date: \_\_\_\_\_

ATTEST:

[Signature]  
Witness

[Signature]  
Witness

ACKNOWLEDGMENTS

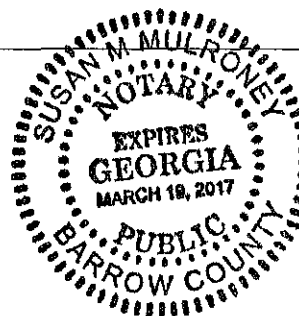
STATE OF Georgia  
COUNTY OF Barrow

Before me, the undersigned officer duly authorized to take acknowledgments in the COUNTY and STATE aforesaid, personally appeared JERRY M. MAYNARD 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 9 day of January, 2017, AD.

Susan M. Mulroney  
NOTARY

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





### Destin Executive Airport Hangar Lease Tiered Buy Down Option Program

Lessee Jerry Maynard Block 1 Lot 3  
Lease # L08-0315-AP

The Okaloosa County Board of County Commissioners approved a Tiered Buy Down Program for any Destin Executive Airport hangar lease with a Board approved ground lease rate greater than \$1.50 per square foot. The program allows a lessee to reduce their Board approved rate to the \$1.50 appraisal rate. This will be retroactive to October 1, 2016 with a flat fee based on the number of years remaining on the current lease term. All other terms and conditions of the lease remain unchanged with the exception of the Care of Premises which will also be updated.

Current Board Approved Ground Rate: \$ 2.23 Date Approved: 4/9/2015  
Current Escalated Rate: \$ 2.25243 Date Escalated: 7/31/2016  
Remaining Lease Term: 5.78 Expiration Date: 7/11/2022



Init: JM

Opt In -Please check and initial this box if you elect the buy down option described above. This signed form must be returned with your fee in the amount of \$ 1,000.00 no later than January 17, 2017. Once signed form and payment are received, we will begin the lease amendment process. All lessees electing this option will be required to sign an amendment to their current lease and this will be presented to the Okaloosa County Board of County Commissioners for approval. The program is expected to be completed by March 7, 2017.



Init: \_\_\_\_\_

Opt Out -Please check and initial this box if you elect to remain at your current rate. I understand my Board Approved ground lease rate will remain at its current rate of \$ 2.25243 and will continue to escalate annually per the terms in the agreement.

Print Name Jerry Maynard

Signature Jerry Maynard

Date 12-12-2016

If you have chosen to Opt In, please return this form and your fee (check) in the amount of \$ 1,000.00 no later than January 17, 2017 to begin the agreement amendment process. Please remember that you will be required to sign an amendment to your current lease and return for Board Approval. The new rate is not effective until your amendment is approved by the Okaloosa County Board of County Commissioners. We expect this process to be completed by March 7th, 2017.

Buy Down Option Forms not returned by January 17, 2017 will automatically be considered as an Opt Out to this program. In addition, Buy Down Option Forms that indicate Opt In that are not returned with the fee by January 17, 2017 will not be processed and will automatically will be Opted Out.





CA#4

## BOARD OF COUNTY COMMISSIONERS AGENDA REQUEST

**DATE:** February 7, 2017  
**TO:** Honorable Chairman and Members of the Board  
**FROM:** Tracy Stage  
**SUBJECT:** Jerry Maynard Amendment Three Hangar Lease  
**DEPARTMENT:** Airport  
**BCC DISTRICT:** 5

**STATEMENT OF ISSUE:** The Airports Department requests approval by the Board of County Commissioners of Jerry M. Maynard Amendment Three for Block 1 Lot 3 at the Destin Executive Airport (L08-0315-AP).

**BACKGROUND:** On July 17, 2008, Jerry Maynard entered into a Lease Agreement for hangar space at the Destin Executive Airport. On November 15, 2016 the Board approved a Tiered Buy Down Option Program which enables lessees to "Opt In" at the current Board approved lease rate of \$1.50 by paying a fee based on lessees remaining lease term. The Board additionally approved, at the same meeting, new language for the storage of items in the lessees hangar. Jerry M. Maynard desires to "Opt In" the new hangar lease rate and the Airport received his fee. Jerry M. Maynard's certificates of insurance and Opt In Form are attached along with the contract and lease internal coordination sheet.

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

**RECOMMENDATIONS:** It is Staff's recommendation that the Board approve Jerry M. Maynard's Hangar Lease Amendment as described above.

  
 Tracy Stage, Airport Director 2/1/2017

**RECOMMENDED BY:**

**APPROVED BY:**

John Hofstad, County Administrator

CERTIFIED A TRUE  
AND CORRECT COPY

JD PEACOCK II  
CLERK CIRCUIT COURT

BY   
DEPUTY CLERK

DATE 2/13/17



# CONTRACT & LEASE INTERNAL COORDINATION SHEET

Contract/Lease Number: LO8-0315-AP Tracking Number: 2177-17  
Contractor/Lessee Name: Jerry M. Myrland Grant Funded: YES \_\_\_ NO \_\_\_  
Purpose: Amendment three Tied Buy-Down Opt IN

---

Date/Term: 7-11-20 1.  GREATER THAN \$50,000  
Amount: \$13,292.50 annually plus tax 2.  GREATER THAN \$25,000  
Department: AP 3.  \$25,000 OR LESS  
Dept. Monitor Name: Stacy/minor  
Document has been reviewed and includes any attachments or exhibits.

**Purchasing Review**

Procurement requirements are met:  
Ch - Powell Date: 12/27/2016  
Purchasing Director or designee Zan Fedorak, Charles Powell, DeRita Mason

**Risk Management Review**

Approved as written:  
Laura Porter Date: 12/27/2016  
Risk Manager or designee Laura Porter or Krystal King

**County Attorney Review**  
*see email dated 12/28/2016*

Approved as written:  
Date: \_\_\_\_\_  
County Attorney Gregory T. Stewart, Lynn Hoshihara, Kerry Parsons or Designee

Following Okaloosa County approval:

**Contract & Grant**

Document has been received:  
Date: \_\_\_\_\_  
Contracts & Grants Manager

## Dave Miner

---

**From:** Parsons, Kerry <KParsons@ngn-tally.com>  
**Sent:** Wednesday, December 28, 2016 9:05 AM  
**To:** Charles Powell  
**Cc:** Dave Miner  
**Subject:** RE: Coordination for Amendment Three Maynard

This is approved for legal sufficiency. However, this needs to be cleaned up regarding the spacing of the lines.

---

**From:** Charles Powell [mailto:cpowell@co.okaloosa.fl.us]  
**Sent:** Wednesday, December 28, 2016 10:01 AM  
**To:** Parsons, Kerry  
**Cc:** Dave Miner  
**Subject:** FW: Coordination for Amendment Three Maynard

Hi Kerry,

Has this been approved for legal sufficiency? Thanks

Respectfully,

Charles Powell, MBA, CPM, FCCM, FCCN  
Contract & Lease Coordinator  
Okaloosa County Purchasing Department  
5479A Old Bethel Road  
Crestview, Florida 32536  
Voice: 850-689-5960  
Fax: 850-689-5970  
[cpowell@co.okaloosa.fl.us](mailto:cpowell@co.okaloosa.fl.us)

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

---

**From:** Dave Miner  
**Sent:** Tuesday, December 27, 2016 2:08 PM  
**To:** 'Parsons, Kerry' <KParsons@ngn-tally.com>; Charles Powell <[cpowell@co.okaloosa.fl.us](mailto:cpowell@co.okaloosa.fl.us)>  
**Cc:** Chase Jenkins <[cjenkins@co.okaloosa.fl.us](mailto:cjenkins@co.okaloosa.fl.us)>; Krystal King <[kking@co.okaloosa.fl.us](mailto:kking@co.okaloosa.fl.us)>; Lynn Hoshihara <[lhoshihara@co.okaloosa.fl.us](mailto:lhoshihara@co.okaloosa.fl.us)>  
**Subject:** RE: Coordination for Amendment Three Maynard

Ms. Parsons:

Changes accepted. Thank you.

Dave

**From:** Parsons, Kerry [<mailto:KParsons@ngn-tally.com>]  
**Sent:** Tuesday, December 27, 2016 1:57 PM  
**To:** Dave Miner; Charles Powell  
**Cc:** Chase Jenkins; Krystal King; Lynn Hoshihara  
**Subject:** RE: Coordination for Amendment Three Maynard

Attached please find my revisions.

---

**From:** Dave Miner [<mailto:dminer@co.okaloosa.fl.us>]  
**Sent:** Monday, December 19, 2016 6:03 PM  
**To:** Charles Powell  
**Cc:** Chase Jenkins; Parsons, Kerry; Krystal King  
**Subject:** Coordination for Amendment Three Maynard

Charles:

Please send out for coordination. You will received the original in distro tomorrow.

Thank you.

Dave

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

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





# CERTIFICATE OF AIRCRAFT INSURANCE

DATE (MM/DD/YYYY)

10/12/2016

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

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

PRODUCER Arthur J. Gallagher Risk Management Services, Inc. 595 Bell Avenue Chesterfield, MO, 63005	CONTACT NAME:			
	PHONE (A/C, No, Ext):	FAX (A/C, No):		
E-MAIL ADDRESS:				
PRODUCER CUSTOMER ID No.				
INSURED Jerry Maynard  P.O. Box 225 Winder, GA, 30680	INSURER(S) AFFORDING COVERAGE		%	NAIC No
	INSURER A: U.S. SPECIALTY INSURANCE COMPANY		100%	
	INSURER B:			
	INSURER C:			
	INSURER D:			
	INSURER E:			
INSURER F:				

L08-0315-AP

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.

POLICY INFORMATION CERTIFICATE NUMBER: REVISION NUMBER:

POLICY TYPE				LINE OF BUSINESS SUBCODE			
<input type="checkbox"/> INDUSTRIAL AID	<input checked="" type="checkbox"/> PLEASURE & BUS	<input type="checkbox"/> COMMERCIAL	<input checked="" type="checkbox"/> AIRPLANE	<input type="checkbox"/> HELICOPTER	<input type="checkbox"/> MIXED FLEET	<input type="checkbox"/> EXCESS	<input type="checkbox"/> QUOTA SHARE
<input type="checkbox"/> NON-OWNED			<input type="checkbox"/> LIABILITY ONLY	<input checked="" type="checkbox"/> HULL & LIABILITY	<input type="checkbox"/> HULL ONLY		

AIRCRAFT INFORMATION ACORD 333, Aircraft Schedule attached

YEAR 2005	MAKE COLUMBIA AIRCRAFT MFG	MODEL 400 LC41-550FG	SERIAL NUMBER	REGISTRATION NUMBER N2535L
TERRITORY:				

### AIRCRAFT COVERAGES

INSURER LETTER	POLICY NUMBER GA00150913-11	EFFECTIVE DATE 10/31/2016	EXPIRATION DATE 10/31/2017	ADDITIONAL INSURED? (Y/N) Y	SUBROGATION WAIVED? (Y/N) N
COVERAGE	OPTIONS	LIMIT	APPLIES TO	LIMIT	APPLIES TO
AIRCRAFT HULL	<input checked="" type="checkbox"/> ALL RISK GROUND AND FLIGHT	\$ 325,000	AGREED VALUE	\$	Ded. - Not in motion
	<input type="checkbox"/> ALL RISK GROUND ONLY				
AIRCRAFT LIABILITY	<input checked="" type="checkbox"/> LIABILITY Including Passengers	\$ 1,000,000	EA OCC	\$	EA PER
		\$ 1,000,000	EAPASS	\$	AGGR
MEDICAL PAYMENTS	<input checked="" type="checkbox"/> INCLUDING CREW	\$ 5,000	EA PER	\$ 20,000	EA OCC
	<input type="checkbox"/> EXCLUDING CREW				
COVERAGE	OPTIONS	LIMIT	APPLIES TO	LIMIT	APPLIES TO
CODE	DESCRIPTION				

DESCRIPTION OF OPERATIONS / REMARKS (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Certificate Holder is included as an Additional Insured.

### CERTIFICATE HOLDER

Okaloosa County Airports Authority  
1701 State Rd. 85 N  
Eglin AFB, FL 32542

### CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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DHAYNES

# EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)  
6/23/2016

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

AGENCY Fisher Brown Bottrell Insurance, Inc. 1701 West Garden Street Pensacola, FL 32502		PHONE (A/C, No, Ext): (800) 487-2973	COMPANY Scottsdale Insurance Company	
FAX (A/C, No): (850) 438-4678	E-MAIL ADDRESS: DHaynes@fbins.com			
CODE:	SUB CODE:			
AGENCY CUSTOMER ID #: JERRMMA-01		LOAN NUMBER		POLICY NUMBER CPS2439524
INSURED Jerry M. Maynard PO Box 225 Winder, GA 30680		EFFECTIVE DATE 6/20/2016	EXPIRATION DATE 6/20/2017	<input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED
THIS REPLACES PRIOR EVIDENCE DATED:				

### PROPERTY INFORMATION

LOCATION/DESCRIPTION  
Loc # 1, Bldg # 1, 1001 Airport Road Hanger B1/L2, Destin, FL 32541, Private Airplane Hanger - B1/L2

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

### COVERAGE INFORMATION

COVERAGE / PERILS / FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
Loc # 1, Bldg # 1 Building, Special (Including theft) WINDX	\$50,000	1,000

### REMARKS (Including Special Conditions)

Special Conditions:  
RE: Airplane Hanger B1/L2 at 1001 Airport Road, Destin, FL 32541.  
Interest: Lessor of Premises

06-29-16A11:35 RCVD

### CANCELLATION

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

### ADDITIONAL INTEREST

NAME AND ADDRESS  Okaloosa County 602-C N Pearl Street Crestview, FL 32536	MORTGAGEE	ADDITIONAL INSURED
	LOSS PAYEE	X Cert Holder
LOAN #		
AUTHORIZED REPRESENTATIVE <i>Debra C Lloyd</i>		





JERRMMA-01

DHAYNES

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
6/22/2015

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

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

PRODUCER Fisher Brown Bottrell Insurance, Inc. 1701 West Garden Street Pensacola, FL 32502	CONTACT NAME: Dorothy Haynes	FAX (A/C, No): (850) 438-4678	
	PHONE (A/C, No, Ext): (800) 487-2973	E-MAIL ADDRESS: dhaynes@fbbins.com	
INSURED  Jerry M. Maynard PO Box 225 Winder, GA 30680	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Scottsdale Insurance Company		
	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			CPS2247354	06/20/2015	06/20/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 0
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

RE: Airplane Hanger B1/L2

Interest: Lessor of Premises

Certificate Holder is an Additional Insured with regard to General Liability if required by written contract.

## CERTIFICATE HOLDER

## CANCELLATION

Okaloosa County  
602-C N Pearl St  
Crestview, FL 32536

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

AUTHORIZED REPRESENTATIVE

*Jesse C. Lloyd*

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DHAYNES

# EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)  
6/22/2015

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

AGENCY Fisher Brown Bottrell Insurance, Inc. 1701 West Garden Street Pensacola, FL 32502		PHONE (A/C, No, Ext): (800) 487-2973	COMPANY Scottsdale Insurance Company	
FAX (A/C, No): (850) 438-4678	E-MAIL ADDRESS: DHaynes@fbins.com			
CODE:	SUB CODE:			
AGENCY CUSTOMER ID #: JERRMMA-01		LOAN NUMBER		POLICY NUMBER CPS2247354
INSURED Jerry M. Maynard PO Box 225 Winder, GA 30680		EFFECTIVE DATE 6/20/2015	EXPIRATION DATE 6/20/2016	<input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED
THIS REPLACES PRIOR EVIDENCE DATED:				

**PROPERTY INFORMATION**

LOCATION/DESCRIPTION  
Loc # 1, Bldg # 1, 1001 Airport Road Hanger B1/L2, Destin, FL 32541, Private Airplane Hanger - B1/L2

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

**COVERAGE INFORMATION**

COVERAGE / PERILS / FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
Loc # 1, Bldg # 1 Building, SPECX WINDX	50,000	\$1,000

**REMARKS (Including Special Conditions)**

Special Conditions:  
Interest: Additional Insured as Lessor of Premises.

**CANCELLATION**

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

**ADDITIONAL INTEREST**

NAME AND ADDRESS  Okaloosa County 602-C N Pearl Street Crestview, FL 32536	<input type="checkbox"/> MORTGAGEE	<input type="checkbox"/> ADDITIONAL INSURED
	<input type="checkbox"/> LOSS PAYEE	
LOAN #		
AUTHORIZED REPRESENTATIVE <i>Debra C Lloyd</i>		

LO8-0315-AP



# CONTRACT & LEASE INTERNAL COORDINATION SHEET

2-19-15

Contract/Lease Number: L08-0315-AP Tracking Number: 1286-15  
Contractor/Lessee Name: Jerry Maynard Grant Funded: YES \_\_\_ NO   
Purpose: Amendment No. Two (Delete 10% requirement and extend Exp Date)  
Date/Term: 7-11-22 1.  GREATER THAN \$50,000  
Amount: \$4,894.85 annually plus tax 2.  GREATER THAN \$25,000  
Department: Airports 3.  \$25,000 OR LESS  
Dept. Monitor Name: Harman/Miner  
Document has been reviewed and includes any attachments or exhibits.

### Purchasing Review

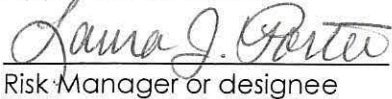
Procurement requirements are met:

  
Purchasing Director or designee

Date: 2-23-15

### Risk Management Review

Approved as written:

  
Risk Manager or designee

Date: 3/3/15

### County Attorney Review

Approved as written: w/changes emailed to D.Minor 2/24/15

changes made jc 3/4/15

  
County Attorney

Date: 2/24/15

Following Okaloosa County approval:

### Contract & Grant

Document has been received:

\_\_\_\_\_  
Contracts & Grants Manager

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

sent to Dave 3/4/15

AMENDMENT NUMBER TWO  
TO  
ASSIGNMENT OF LEASE DATED MARCH 21, 2006  
BETWEEN  
BOARD OF COUNTY COMMISSIONERS  
OKALOOSA COUNTY, FLORIDA  
AND  
JERRY MAYNARD

This AMENDMENT NUMBER TWO, fully executed this 9<sup>th</sup> day of April, 2015, by and between the OKALOOSA COUNTY, FLORIDA, a political subdivision of the State of Florida, (hereinafter called "COUNTY") and JERRY MAYNARD (hereinafter called "LESSEE").

WITNESSETH:

WHEREAS, the LESSEE entered into Assignment of Lease effective July 17, 2008; (the "LEASE") for the purpose of permitting LESSEE to maintain one (1) hangar for storage of individually-owned/corporate owned aircraft on BLOCK 1 LOT 3 at the Destin Executive Airport (the "DTS") located in Okaloosa County, Florida (the "AIRPORT"), with an expiration date of July 11, 2020; and

WHEREAS, this AMENDMENT NO. TWO shall be subject to the terms, covenants, conditions, and agreements to be kept, performed and observed by LESSEE as stipulated in the Original Lease Agreement, Supplemental Agreements, Amendments and Assignment of Leases; and

WHEREAS, the Board of County Commissioners (the "Board") in open session on February 17, 2015 eliminated the requirement to have lessees pay for the 10 foot setback from the footprint of hangars. The Board also authorized the term and associated expiration date to be extended for two (2) additional years as fair compensation for the previously paid setback rent. The Lessee's revised square footage will be included in the annual increase effective for the October 2015 invoicing.

NOW, THEREFORE, in consideration of the promises contained herein, the County and Lessee agree as follows:

03-23-15A09:48 RCVD

SECTION 1:

The new expiration date of this Lease will be July 11, 2022.

SECTION 2:

Section 5 a: Ground Lease is amended to read:

LESSEE shall pay in advance an annual ground lease fee established by an independent appraisal. The fee shall be adjusted every year in accordance with Section 6. The ground lease and applicable sales tax will be billed annually, in advance, and is payable to Okaloosa County, Okaloosa County Airports, 1701 State Road 85 North, Eglin, Air Force Base, Florida 32542-1498. The Lease includes TWO THOUSAND ONE HUNDRED NINETY FIVE (2,195) square feet at TWO DOLLARS AND TWENTY THREE CENTS (\$2.23) per square foot per year for a total annual cost of FOUR THOUSAND EIGHT HUNDRED NINETY FOUR DOLLARS AND EIGHTY FIVE CENTS (\$4,894.85) plus tax.

SECTION 3:

Section 29: Legal Description is amended to read:

Block 1 Lot 3. Commence at the Easternmost corner of Lot 15, Block A, Harbor Breeze as recorded in Plat Book 13, Page 32, Public Records of Okaloosa County, Florida; Thence N.38°00'00"W. (Basis of Bearings) along the East line of said subdivision for a distance of 166.99 feet; Thence departing said East line proceed N.52°42'22"E for a distance of 215.05 feet to THE POINT OF BEGINNING; Thence N.37°17'38"W. for a distance of 24.00 feet; Thence S.52°42'22"W. for a distance of 13.00 feet; Thence N.37°17'38"W. for a distance of 27.25 feet; Thence N.52°42'22"E for a distance of 55.00 feet; Thence S. 37°17'38"E. for a distance of 27.25 feet; Thence S.52°42'22"W. for a distance of 13.00 feet; Thence S.37°17'38"E. for a distance of 24.00 feet; Thence S.52°42'22"W. for a distance of 29.00 feet to the POINT OF BEGINNING. Parcel described contains 2195 square feet or 0.05 acres.

SECTION 4:

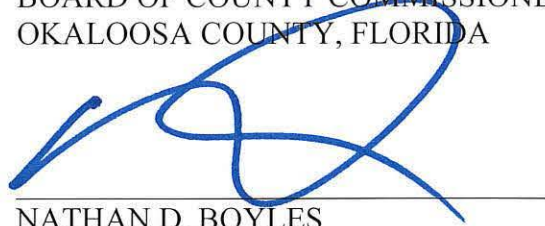
All other provisions of the Lease, as subsequently amended, shall remain in full force and effect.

(The remainder of this page intentionally left blank)



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


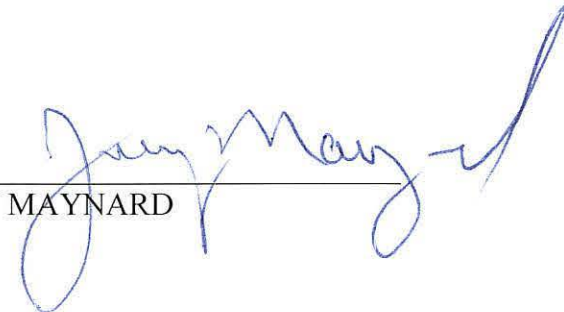
BOARD OF COUNTY COMMISSIONERS  
OKALOOSA COUNTY, FLORIDA



NATHAN D. BOYLES  
CHAIRMAN



ATTEST:

  
\_\_\_\_\_  
J.D. PEACOCK, II  
CLERK & COMPTROLLER  
OKALOOSA COUNTY, FLORIDA  
\_\_\_\_\_  
JERRY MAYNARD  
\_\_\_\_\_  
WITNESS  
\_\_\_\_\_  
PRINT NAME  
\_\_\_\_\_  
WITNESS  
\_\_\_\_\_  
PRINT NAME

ACKNOWLEDGMENTS

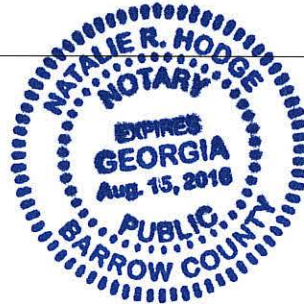
STATE OF GEORGIA  
COUNTY OF BARROW

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

Sworn and subscribed before me this 18<sup>TH</sup> day of MARCH, 2015, AD.

  
NOTARY

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







**EXHIBIT B**

**CONTRACT & LEASE AGREEMENT CONTROL FORM**

**Date: 7/23/2008**

**Contract/Lease Control #: L08-0315-AP12-144**

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

**Award to/Lessee: JERRY MAYNARD-REASSIGNED FROM #L269**

**Lessor: OKALOOSA COUNTY**

**Effective Date: 7/15/2008 Amount: \$78,408**

**Term/Expires: 7/11/2020**

**Description of Contract/Lease: DAP BLOCK 1/LOT 3**

**Department Manager: AIRPORT**

**Department Monitor: G. DONOVAN**

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

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

**Date Closed:**

## ASSIGNMENT OF LEASE

This ASSIGNMENT OF LEASE FOR HANGAR SPACE, fully executed this 17<sup>th</sup> day of July, 2008, by and between R & S HOLDINGS, INC., (hereinafter referred to as the "FIRST PARTY") and JERRY M. MAYNARD, (hereinafter referred to as the "SECOND PARTY").

WITNESSETH:

WHEREAS, the FIRST PARTY entered into an Assignment of Lease Agreement for a hangar with RAYMOND WILCOX, effective March 21, 2006, consisting of THREE THOUSAND TWO HUNDRED SIXTY SEVEN (3,267) square feet at the Destin/Ft. Walton Beach Airport, Amendment One to Assignment of Lease (Option), and original Lease dated June 6, 1978 with a current expiration date of July 11, 2020.

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

COUNTY hereby lets to SECOND PARTY and SECOND PARTY hereby hires and takes from COUNTY at the Destin/Ft. Walton Beach Airport in the County of Okaloosa, State of Florida (hereinafter referred to as "AIRPORT"), that certain location designated as Block 1 Lot 3 as shown on file in the office of the Airports Director, which is hereby incorporated herein by reference, and COUNTY hereby gives to SECOND PARTY permission to occupy and maintain one (1) hangar for the storage of individually-owned/corporate-owned aircraft at the aforesaid location. Additional aircraft may be stored in the hangar with proper notice to the COUNTY provided that proof of required insurance coverage is provided to the COUNTY.

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

### SECTION 1:

Change Section 5 a: Ground Lease to read:

LESSEE shall pay in advance and annual ground lease fee established by an independent appraisal. The fee shall be adjusted every year in accordance with Section 6. The ground lease and applicable sales tax will be billed annually, in advance, and is payable to the

L08-0315-AP12-144  
LESSEE: JERRY MAYNARD  
DAP BLOCK 1/LOT 3  
EXPIRES: 7/11/2020

Airports Director, Okaloosa County Airports, 1701 Highway 85 North, Eglin Air Force Base, Florida, 32542-1498. The lease includes THREE THOUSAND TWO HUNDRED SIXTY SEVEN (3,267) square feet at TWO DOLLARS (\$2.00) per square foot per year for a total annual cost of SIX THOUSAND FIVE HUNDRED THIRTY FOUR DOLLARS (\$6,534.00) plus tax.

SECTION 2: ENTIRE ASSIGNMENT OF LEASE

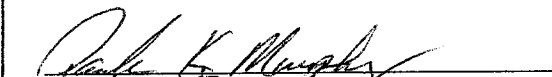
This ASSIGNMENT OF LEASE consists of the following: Sections 1 - 2. It constitutes this entire Assignment of Lease of the parties on the subject matter hereof and may not be changed, modified, discharged, or extended except by written instrument duly executed by COUNTY and LESSEE.

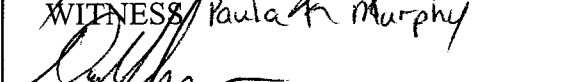
IN WITNESS, the parties hereto have executed these presents as of the day and year first above written.

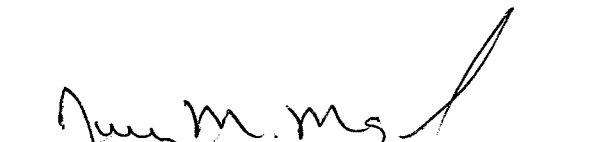


\_\_\_\_\_  
R & S HOLDINGS, INC.  
C.T. RICHARDSON  
FIRST PARTY


ATTESTS:


  
\_\_\_\_\_  
WITNESS Paula K. Murphy

  
\_\_\_\_\_  
WITNESS Donald H. Slippy III

  
\_\_\_\_\_  
JERRY M. MAYNARD  
SECOND PARTY


ATTESTS:

  
\_\_\_\_\_  
WITNESS

  
\_\_\_\_\_  
WITNESS

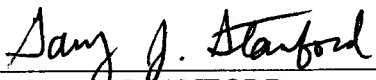
This Assignment of Lease is adopted this 15<sup>th</sup> day of July, 2008.

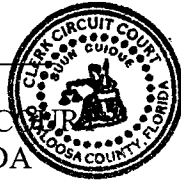
BOARD OF COUNTY COMMISSIONERS  
OKALOOSA COUNTY, FLORIDA

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



ATTEST:

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

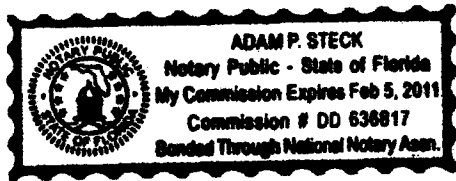


ACKNOWLEDGMENTS

STATE OF FLORIDA  
COUNTY OF OKALOOSA

Before me, the undersigned officer duly authorized to take acknowledgments in the COUNTY and STATE aforesaid, personally appeared C. T. RICHARDSON 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 17<sup>th</sup> day of June, 2008, AD.



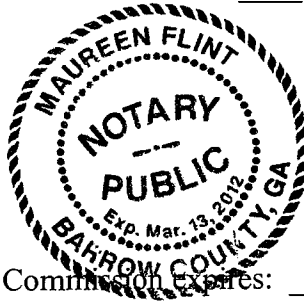
Adam P. Steck  
NOTARY

My Commission expires: Feb 5, 2011

STATE OF FLORIDA  
COUNTY OF OKALOOSA

Before me, the undersigned officer duly authorized to take acknowledgments in the COUNTY and STATE aforesaid, personally appeared JERRY M. MAYNARD 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 13 day of June, 2008, AD.



M. Flint  
NOTARY

My Commission expires: 3-13-12

