

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 2/7/2019

Contract/Lease Control #: L08-0317-AP

Procurement#:

Contract/Lease Type: REVENUE

Award To/Lessee: WILLIAM B. DAY

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 02/05/2019

Expiration Date: 05/17/2033

Description of Contract/Lease: DAP LOT 3/ BLOCK 7

Department: AP

Department Monitor: T. STAGE

Monitor's Telephone #: 850-651-7160

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

Closed:

Cc: Finance Department Contracts & Grants Office



Great American Insurance Company, Inc.
 2 Tower Center Boulevard, Suite 1605
 East Brunswick, NJ 08816
 (732) 875-0601

Aircraft Certificate of Insurance

AV 11 00 (Ed. 04 14)

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

Named Insured: William B Day
 12344 White Oak Pt
 Conroe, TX 77304

Policy Period From: March 29, 2021 To: March 29, 2022

Policy Number: AH E568090-01

Issuing Company: Great American Insurance Company

This is to certify that the policy(ies) listed herein have been issued providing coverage for the listed insured as further described. This certificate of insurance is not an insurance policy and does not amend, extend, or alter the coverage afforded by the policy(ies) listed herein. Notwithstanding any requirement, term or condition of any contract, or other document with respect to which this certificate of insurance may be concerned or may pertain, the insurance afforded by the policy(ies) listed on this certificate is subject to all the terms, exclusions, and conditions of such policy(ies).

Aircraft:


Reg. No.	Year	Make	Model	Insured Value	Deductible In Motion	Deductible Not In Motion	Liability Limit	Passenger Liability Limit
N530AK	1956	Piper	PA-18-150				\$1,000,000	\$100,000
N5BR	1993	Socata	TBM700	\$1,100,000	\$10,000	\$10,000	\$1,000,000	\$1,000,000

The Certificate Holder is included as an Additional Insured, with Waiver of Subrotation included as respects N5BR, but only as respects operations of the Named Insured.

The Company will provide the Certificate Holder with 30 days (10 days for non-payment of premium) advance notice of cancellation or material change.

Certificate Number:

Date:



 (Authorized Representative)

AV 11 00 (Ed. 04 14)

**CONTRACT#: L08-0317-AP
 WILLIAM B. DAY
 DAP BLOCK 7/LOT 3
 EXPIRES: 05/17/2033**



Great American Insurance Company, Inc.
 2 Tower Center Boulevard, Suite 1605
 East Brunswick, NJ 08816
 (732) 875-0601

Aircraft Certificate of Insurance

AV 11 00 (Ed. 04 14)

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

Named Insured: William B Day
 12344 White Oak Pt
 Conroe, TX 77304

Policy Period From: March 29, 2020 To: March 29, 2021

Policy Number: AH E568090-00

Issuing Company: Great American Insurance Company

This is to certify that the policy(ies) listed herein have been issued providing coverage for the listed insured as further described. This certificate of insurance is not an insurance policy and does not amend, extend, or alter the coverage afforded by the policy(ies) listed herein. Notwithstanding any requirement, term or condition of any contract, or other document with respect to which this certificate of insurance may be concerned or may pertain, the Insurance afforded by the policy(ies) listed on this certificate is subject to all the terms, exclusions, and conditions of such policy(ies).

Aircraft:								
Reg. No.	Year	Make	Model	Insured Value	Deductible In Motion	Deductible Not In Motion	Liability Limit	Passenger Liability Limit
N5BR	1993	Socata	TBM700	\$1,100,000		\$10,000	\$1,000,000	

The Certificate Holder is included as an Additional Insured with Waiver of Subrogation, but only as respects operations of the Named Insured.

The Company will provide the Certificate Holder with 30 days (10 days for non-payment of premium) advance notice of cancellation or material change.

Certificate Number:

2

Date:

March 29, 2020

(Authorized Representative)

AV 11 00 (Ed. 04 14)

ALLIANZ GLOBAL CORPORATE & SPECIALTY - AVIATION



Date Issued: March 28, 2019

Certificate No. 4

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

Named Insured: Day William B.
12344 White Oak PT
Conroe, TX 77304

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

Policy Number: ESAT 011118 01

Policy Effective Dates: March 29, 2019 to March 29, 2020
Both at 12:01 AM local time at the Named Insured's mailing address shown above

With respect to:

AIRCRAFT LIABILITY COVERAGE

FAA Reg. Number	Year	Make & Model	Each Occurrence	Each Passenger	Aggregate War TP BI/PD*
N5BR	1993	Socata TBM 700	\$1,000,000	Inclusive	\$1,000,000

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

AIRCRAFT PHYSICAL DAMAGE COVERAGE

FAA Reg. Number	Year	Make & Model	Insured Value	Cov. Letter	Deductibles NIM	IM	War Incl.
N5BR	1993	Socata TBM 700	\$1,100,000	F	Nil	Nil	Incl.

Cov. Letters: F – In Flight, In Motion, Not In Motion, G – Not In Flight, H – Not In Motion, N/C – Not Covered

Deductibles: NIM – Not In Motion (rotors NIM), IM – In Motion (rotors IM) including Ingestion and Mooring, N/A – Not Applicable

Additional Coverages/Conditions:

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

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

The Company hereby waives its right of recovery against the Certificate Holder as respects loss or damage arising under physical damage coverage as set forth under this policy as respects the storage of the insured aircraft only.

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

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

Issued by: Allianz Global Risks US Insurance Company
Aviation Operations

Authorized Signature

Okaloosa County BOCC

OCT 18 2019



STARR COMPANIES

GLOBAL INSURANCE & INVESTMENTS
3353 Peachtree Road NE, Suite 1000
Atlanta, GA 30326

Okaloosa County BOCC

OCT 18 2019

Received By
Risk Management

Certificate of Insurance

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

Named Insured: WILLIAM B. DAY
12344 WHITE OAK PT
CONROE, TX 77304

Policy Period: From: MAY 31, 2019 To: MAY 31, 2020

Policy Number: 1000271472-01

Issuing Company: STARR INDEMNITY & LIABILITY COMPANY

This is to certify that the policy(ies) listed herein have been issued providing coverage for the listed insured as further described. This certificate of insurance is not an insurance policy and does not amend, extend, or alter the coverage afforded by the policy(ies) listed herein. Notwithstanding any requirement, term or condition of any contract, or other document with respect to which this certificate of insurance may be concerned or may pertain, the insurance afforded by the policy(ies) listed on this certificate is subject to all the terms, exclusions, and conditions of such policy(ies).

Aircraft:		Reg	Deductibles		Passenger	
Year	Make and Model	No.	Insured Value	NIM / IM	Liability Limit	Sublimits
1956	PIPER PA-18-150	N530AK	\$ 165,000.	\$ NIL / NIL	\$ 1,000,000.	/\$ 100,000.
			\$	\$	\$	/\$
			\$	\$	\$	/\$
			\$	\$	\$	/\$
			\$	\$	\$	/\$
			\$	\$	\$	/\$

THE CERTIFICATE HOLDER IS INCLUDED AS ADDITIONAL INSURED UNDER LIABILITY COVERAGES, BUT ONLY AS RESPECTS OPERATIONS OF THE NAMED INSURED.

A WAIVER OF SUBROGATION AS RESPECTS PHYSICAL DAMAGE COVERAGE IS PROVIDED.

THE CERTIFICATE HOLDER WILL BE PROVIDED WITH THIRTY (30) DAYS [TEN (10) IF FOR NON-PAYMENT] NOTICE OF CANCELLATION OR MATERIAL CHANGE.

Certificate Number: 1.1
 Issued By and Date: MAY 30, 2019 (AM)

By 

ADDITIONAL INSURED ENDORSEMENT

This policy is amended as follows:

The provisions of this endorsement shall apply with respect to: ALL SCHEDULED AIRCRAFT

(Only the clause(s) indicated by an "X" shall apply.)

- The scheduled persons or organizations are included as additional insured.
- The scheduled persons or organizations are the registered owner of ____ and are included as additional insured.
- The scheduled persons or organizations are included as additional insured but only as respects liability coverages.
- The scheduled persons or organizations are included as additional insured under liability coverages, but only as respects operations of the **named insured**.
- The scheduled persons or organizations are included as additional insured but only as respects operations of the **named insured**.

The insurance extended by this endorsement shall not apply to, and no person or organization named in the schedule shall be insured for **bodily injury** or **property damage** which arises from the design, manufacture, modification, repair, sale, or servicing of aircraft by that person or organization.

Schedule:

Name OKALOOSA COUNTY
 Address
 5479 A OLD BETHEL ROAD
 CRESTVIEW, FL 32536 US

Name
Address

Name
Address

Okaloosa County BOCC

OCT 18 2019

Received by
Risk Management

All other provisions of this policy remain the same.

This endorsement becomes effective MAY 31, 2019 to be attached to and hereby made a part of:

Policy No. 1000271472-01
 Issued to WILLIAM B. DAY

By STARR INDEMNITY & LIABILITY COMPANY

Endorsement No. TBA
 Date of Issue MAY 30, 2019 (AM)

By 
 (Authorized Representative)

WAIVER OF SUBROGATION

In consideration of additional premium of \$ INCLUDED , this policy is amended as follows:

The Company hereby waives its right of subrogation against the following provided, however, that this waiver shall not prejudice the Company's right of recourse for damages arising from the design, manufacture, modification repair, sale or servicing of the aircraft by the following:

This Waiver of Subrogation shall apply: **ONLY AS RESPECTS TO LOSS OR DAMAGES ARISING UNDER PHYSICAL DAMAGE COVERAGES AS SET FORTH UNDER THIS POLICY.**

OKALOOSA COUNTY
5479 A OLD BETHEL ROAD
CRESTVIEW, FL 32536 US

Okaloosa County BOCC

OCT 18 2019

received by
risk Management

All other provisions of this policy remain the same.

This endorsement becomes effective MAY 31, 2019 to be attached to and hereby made a part of:

Policy No. 1000271472-01
Issued to WILLIAM B. DAY

By STARR INDEMNITY & LIABILITY COMPANY

Endorsement No. TBA
Date of Issue MAY 30, 2019 (AM)

By 
(Authorized Representative)



CA #1

BOARD OF COUNTY COMMISSIONERS AGENDA REQUEST

DATE: February 5, 2019
TO: Honorable Chairman and Distinguished Members of the Board
FROM: Tracy Stage
SUBJECT: Assignment of Hangar Lease from Ben Stevens to William Day
DEPARTMENT: Airport
BCC DISTRICT: 5

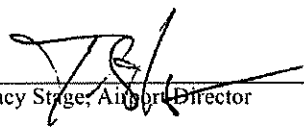
STATEMENT OF ISSUE: The Airports Department requests approval by the Board of County Commissioners for a proposed hangar assignment of lease from Ben R. Stevens (L08-0317-AP) to William B. Day for Block 7 Lot 3 at the Destin Executive Airport (DTS).

BACKGROUND: On December 7, 2016, Mr. Ben Stevens entered into a lease agreement with Okaloosa County for hangar space at the Destin Executive Airport. Mr. Stevens requests to assign his hangar lease agreement to Mr. William Day. Mr. Stevens is in full compliance with all lease requirements and the hangar lease transfer fee has been received. Mr. Day's certificates of insurance are attached along with the procurement contract lease internal coordination sheet.

FUNDING SOURCE, (If Applicable): N/A

OPTIONS: Approve, Reject or Table.


RECOMMENDATIONS: Board approval of Mr. Stevens' assignment of hangar lease to Mr. Day as described above.



 Tracy Stage, Airport Director 1/22/2019

RECOMMENDED BY:
APPROVED BY:

SCANNED



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

Procurement/Contract/Lease Number: LO8-0317-AP Tracking Number: 3191-19
Procurement/Contractor/Lessee Name: Ben Stivers Grant Funded: YES ___ NO X
Purpose: AOL ? Amendment to willia Jay
Date/Term: 5-17-33 1. GREATER THAN \$100,000
Amount: _____ 2. GREATER THAN \$50,000
Department: Airport 3. \$50,000 OR LESS
Dept. Monitor Name: Stacy

Purchasing Review

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

2CFR Compliance Review (if required)

Approved as written: NO federal \$ Date: _____
Grants Coordinator Danielle Garcia

Risk Management Review

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

County Attorney Review

Approved as written: see email attached Date: 12-1-18
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: Parsons, Kerry <KParsons@ngn-tally.com>
Sent: Saturday, December 01, 2018 4:14 PM
To: DeRita Mason
Cc: Lynn Hoshihara
Subject: RE: AOL Stevens to Day for Coordination 11-26-18

This is approved for legal and risk purposes.

From: DeRita Mason [mailto:dmason@myokaloosa.com]
Sent: Tuesday, November 27, 2018 8:42 AM
To: Parsons, Kerry
Cc: Lynn Hoshihara
Subject: FW: AOL Stevens to Day for Coordination 11-26-18

Please review and approve the attached.

Thank you,

DeRita

From: Dave Miner
Sent: Monday, November 26, 2018 4:30 PM
To: DeRita Mason <dmason@myokaloosa.com>
Cc: Allyson Oury <aoury@myokaloosa.com>
Subject: AOL Stevens to Day for Coordination 11-26-18

DeRita:

This was previously coordinated but two items were changed. Please send out for re-coordination.
Thank you.

Dave

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

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

Dave Miner

From: Thomas Martin
Sent: Monday, November 19, 2018 10:11 AM
To: Dave Miner
Cc: Allyson Oury
Subject: RE: COI for AOL Stevens to Day for Compliance

You have Risk Management's approval. Thanks!

Thomas L. (Tom) Martin, Jr., CSP
Interim Risk Manager/Safety Coordinator
Okaloosa County Board of County Commissioners
Risk Management Department
5479-B Old Bethel Road
Crestview, Florida 32536
Office: (850) 689-4111
Work Cell: (850) 612-7830
tmartin@myokaloosa.com

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

From: Dave Miner
Sent: Friday, November 16, 2018 9:15 AM
To: Thomas Martin <tmartin@myokaloosa.com>
Cc: Allyson Oury <aoury@myokaloosa.com>
Subject: COI for AOL Stevens to Day for Compliance

Tom:

Please review the attached COIs for an assignment of lease from Ben Stevens (L08-0317-AP) to William Day and let us know if the COIs complies with requirements.
Thank you.

Dave

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

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

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)

09/04/2018

PRODUCER 3
HALTON HALL & ASSOCIATES, INC.
 P.O. BOX 6275
 FORT WORTH, TX 76115

INSURED **WILLIAM B. DAY**
 12344 WHITE OAK PT
 CONROE, TX 77304

DAYWI

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 AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: BERKLEY AVIATION, LLC	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE(MM/DD/YY)	POLICY EXPIRATION DATE(MM/DD/YY)	LIMITS	
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMSMADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE	\$
					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
					MED EXP (Any one person)	\$
					PERSONAL & ADV INJURY	\$
					GENERAL AGGREGATE	\$
					PRODUCTS - COMP/OP AGG	\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	\$
					BODILY INJURY (Per person)	\$
					BODILY INJURY (Per accident)	\$
					PROPERTY DAMAGE (Per accident)	\$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
					OTHER THAN AUTO ONLY: EA ACC	\$
					AGG	\$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMSMADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE	\$
					AGGREGATE	\$
						\$
						\$
						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATUTORY LIMITS	OTH-ER
					E.L. EACH ACCIDENT	\$
					E.L. DISEASE - EA EMPLOYEE	\$
					E.L. DISEASE - POLICY LIMIT	\$
A	OTHER HULL & LIABILITY	BA-18-03-00229	03/29/2018	03/29/2019	HULL VALUE	\$1,100,000
					LIABILITY	\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

INSURED AIRCRAFT: 1993 SOCATA TBM 700, N5BR
 DEDUCTIBLES: \$1,000 NIM/\$2,500 IM
 PREMISES LIABILITY INCLUDED.
 CERTIFICATE HOLDER IS INCLUDED AS AN ADDITIONAL INSURED AS REPRESENTS OPERATIONS OF THE NAMED INSURED

CERTIFICATE HOLDER

OKALOOSA COUNTY
 5479 A OLD BETHEL ROAD
 CRESTVIEW, FL 32536

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Thomas Deanehaw, President

TG

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DELUXE PROPERTY COVERAGE PART AMENDATORY ENDORSEMENT

ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

DELUXE PROPERTY COVERAGE PART

The person or organization indicated in the Schedule below is added as an Additional Insured, as their interest may appear, for the described coverage or property only:

SCHEDULE

Prem. Loc.	Bldg. No.	Description of Coverage or Property	Additional Insured
1	1	BUILDING	MONTGOMERY COUNTY, TX
2	2	BLDG & YBPP	OKALOOSA COUNTY AIRPORT ADMINISTRATION

**CONSENT TO ASSIGNMENT OF LEASE AND AMENDMENT L08-0317-AP
BEN R. STEVENS HANGAR LEASE AT THE
DESTIN EXECUTIVE AIRPORT**

This Consent to Assignment of Lease and Amendment, made and entered into this 5th day of February, 2019, hereby approves of the assignment and amendment between Ben R. Stevens ("Lessee") and William B. Day ("Assignee"), and Okaloosa County, Florida through its Board of County Commissioners (hereinafter the "County").

WITNESSETH:

WHEREAS, the County entered into an Assignment of Lease Agreement, L08-0317-AP with Ben R. Stevens on December 7, 2016 with a current expiration date of May 17, 2033; and

WHEREAS, Lessee desires an Assignment of Lease from Ben R. Stevens to William B. Day; 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 L08-0317-AP, the County hereby consents to this assignment of the Lessee interest of Ben R. Stevens to William B. Day.

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

L08-0317-AP is hereby amended as follows:

1. Section 5a titled "Ground Lease", is deleted and replaced as follows:

Lessee shall pay in advance an annual ground lease fee established by an independent appraisal. The fee shall be adjusted in accordance with Section 6. The ground lease and applicable sales tax will be billed annually, in advance, and is payable to Okaloosa County, Okaloosa County Airports, 1701 State Road 85 North, Suite 1, Eglin AFB, Florida 32542-1498. This lease includes TWO THOUSAND EIGHT HUNDRED SEVENTY (2,870) square feet at ~~(\$1,56660)~~ per square foot per year for a total annual cost of ~~(\$4,496.14)~~ plus state sales tax and County non-ad valorem taxes.

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

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

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

All subsequent transfer and assignments of any interest, including mortgages thereon, require written approval by County and payment of an Approval Fee of ONE THOUSAND (\$1,000.00) dollars. During the entire term of the lease, the ground lease rent fee will transfer at the same rate as the current lessee at the time of the assignment, and continue to be adjusted annually in accordance with the escalation clause in Section Seven. Lessee shall have thirty (30) days to exercise a right of transfer or assign. Otherwise, the transfer or assignment shall not be approved and the ONE THOUSAND (\$1,000.00) dollar approval fee shall be refunded. Upon expiration of the lease term, rent will be based on the ground values by an independent appraisal.

Except as hereinabove set out, the leased premises may not be sublet, in whole or in part, and Lessee shall not assign this Lease or any portion of this Lease at any given time without prior written consent of County.

4. Section 17c under Section 17 titled "Insurance", is deleted and replaced as follows:

All aircraft liability and public liability coverage shall be endorsed to include Okaloosa County as Additional Insured. In addition, all insurance policies shall contain a clause 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.

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

Any and all notices to be given under this Lease may be served by enclosing the same in a sealed envelope and directed to the other party at its address and deposited in the mail as first class mail with postage therein paid. When so given, such notice shall be effective from the date of mailing. Unless otherwise provided in writing by the parties hereto, the address of the Airport Director is as follows: Okaloosa County Airports, 1701 State Road 85 North, Suite 1, Eglin Air Force Base, Florida 32542-1498. The address of Lessee is: William B. Day, 12344 White Oak Pt., Conroe, TX 77304.

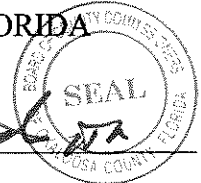
6. Lessee agrees to comply with all federal regulations, including, but not limited to those set forth in Exhibit "B", attached to and incorporated herein.

7. 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.

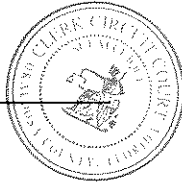
OKALOOSA COUNTY, FLORIDA



Charles K. Windes, Jr.
Charles K. Windes, Jr.
~~Graham W. Fountain~~
Chairman, Board of County Commissioners
Date: 2/5/19

ATTEST:

Dary J. Steford
J.D. Peacock II
Clerk of Circuit Court



LESSEE

Ben R. Stevens

Ben R. Stevens

Date: 12-10-18

ATTEST:

Heidi Grubbs

Witness

Samuel Jader

Witness

ACKNOWLEDGMENTS

STATE OF Florida
COUNTY OF Okaloosa

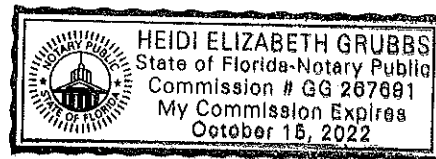
Before me, the undersigned officer duly authorized to take acknowledgments in the COUNTY and STATE aforesaid, personally appeared BEN R. STEVENS who, under oath, deposes and says that he is authorized to execute contracts and lease agreements and that he executed the foregoing instrument for the uses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

Sworn and subscribed before me this 10th day of December, 2018, AD.

Heidi Grubbs

NOTARY

My Commission Expires: 10-15-2022



ASSIGNEE

William B. Day
William B. Day
Date: 12/21/2018

ATTEST:

Michael Perry
Witness
[Signature]
Witness

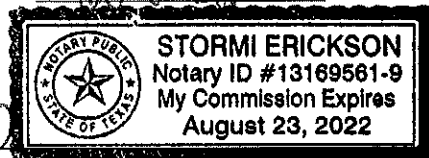
ACKNOWLEDGMENTS

STATE OF Texas
COUNTY OF Montgomery

Before me, the undersigned officer duly authorized to take acknowledgments in the COUNTY and STATE aforesaid, personally appeared WILLIAM B. DAY 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 21 day of December, 2018, AD.

[Signature]
NOTARY



My Commission Expires: Aug. 23, 2022

Exhibit "B"

GENERAL CIVIL RIGHTS PROVISIONS

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

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

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

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

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

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

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

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

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

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

Title VI List of Pertinent Nondiscrimination Acts and Authorities

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

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

- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

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

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

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

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

E-VERIFY

Enrollment and verification requirements.

- (1) If the Lessee is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Lessee shall-
 - a. Enroll. Enroll as a Federal Contractor in the E-Verify Program within thirty (30) calendar days of contract award;
 - b. Verify all new employees. Within ninety (90) calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Lessee, who are working in the

United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); and,

- c. Verify employees assigned to the lease. For each employee assigned to the lease, initiate verification within ninety (90) calendar days after date of enrollment or within thirty (30) calendar days of the employee's assignment to the lease, whichever date is later (but see paragraph (b)(4) of this section.)

(2) If the Lessee is enrolled as a Federal Contractor in E-Verify at time of lease award, the Lessee shall use E-Verify to initiate verification of employment eligibility of

- a. All new employees.

- i. Enrolled ninety (90) calendar days or more. The Lessee shall initiate verification of all new hires of the Lessee, who are working in the United States, whether or not assigned to the lease, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); or

- b. Enrolled less than ninety (90) calendar days. Within ninety (90) calendar days after enrollment as a Federal Contractor in E-Verify, the Lessee shall initiate verification of all new hires of the lessee, who are working in the United States, whether or not assigned to the lease, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); or

- ii. Employees assigned to the lease. For each employee assigned to the lease, the Lessee shall initiate verification within ninety (90) calendar days after date of lease award or within thirty (30) days after assignment to the lease, whichever date is later (but see paragraph (b)(4) of this section.)

(3) If the Lessee is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State of local government or the government of a Federally recognized Indian tribe, or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Lessee may choose to verify only employees assigned to the lease, whether existing employees or new hires. The Lessee shall follow the applicable verification requirements of (b)(1) or (b)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the lease.

(4) Option to verify employment eligibility of all employees. The Lessee may elect to verify all existing employees hired after November 6, 2986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), rather than just those employees assigned to the lease. The Lessee shall initiate verification for each existing employee working in the United States who was hired after November 6,

1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), within one hundred eighty (180) calendar days of-

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

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

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

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

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

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

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

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

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

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 12/13/2016

Contract/Lease Control #: L08-0317-AP

Bid #:

Contract/Lease Type: REVENUE

Award To/Lessee: BEN R. STEVENS

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 12/07/2016

Expiration Date: 05/17/2033

Description of Contract/Lease: DAP LOT 3/BLOCK 7

Department: AP

Department Monitor: MINOR

Monitor's Telephone #: 850-651-7160

Monitor's FAX # or E-mail: DMINOR@CO.OKALOOSA.FL.US

Closed:

Cc: Finance Department Contracts & Grants Office

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 06-23-2017

Contract/Lease Control #: L08-0317-AP

Bid #: NA

Contract/Lease Type: LEASE

Award To/Lessee: BEN R. STEVENS

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 08/12/2008

Expiration Date: 05/17/2033

Description of Contract/Lease: DAP BLOCK 7 LOT 3

Department: AP

Department Monitor: STAGE

Monitor's Telephone #: 850-651-7160

Monitor's FAX # or E-mail: ISTAGE@CO.OKALOOSA.FL.US

Closed:

Cc: Finance Department Contracts & Grants Office

CONTRACT & LEASE INTERNAL COORDINATION SHEET

Contract/Lease Number: <u>LO8-0317-AP</u>	Tracking Number: <u>2308-17</u>
Contractor/Lessee Name: <u>Ben R. Stevens</u>	Grant Funded: YES ___ NO <input checked="" type="checkbox"/>
Purpose: <u>Amendment two</u>	
Date/Term: <u>5-17-33</u>	1. <input type="checkbox"/> GREATER THAN \$50,000
Amount: <u>\$4,305.00 annuity plus tax</u>	2. <input type="checkbox"/> GREATER THAN \$25,000
Department: <u>AP</u>	3. <input type="checkbox"/> \$25,000 OR LESS
Dept. Monitor Name: <u>Steve/miner</u>	
Document has been reviewed and includes any attachments or exhibits.	

Purchasing Review	
Procurement requirements are met:	
<u>Ch - Powell</u>	Date: <u>3/8/2017</u>
Purchasing Director or designee	Greg Kisela, Charles Powell, DeRita Mason, Matthew Young

Risk Management Review	
<i>See approval dated 3/13/2017</i>	
Approved as written:	Date: _____
_____	Laura Porter or Krystal King
Risk Manager or designee	

County Attorney Review	
<i>See approval dated 3/7/2017</i>	
Approved as written:	Date: _____
_____	Gregory T. Stewart, Lynn Hoshihara, Kerry Parsons or Designee
County Attorney	

Following Okaloosa County approval:

Contracts & Grants	
Document has been received:	
_____	Date: _____
Contracts & Grants Manager	

2017-03-17 10:00 AM

Charles Powell

From: Krystal King
Sent: Monday, March 13, 2017 2:42 PM
To: Dave Miner; Charles Powell
Cc: Laura Porter
Subject: RE: Amendment Two to Stevens

I was able to find it under the Jerry Nutt name. Since I can't look them up by contract number it makes it difficult to find the contract if I don't have the current/correct name.

Risk Management approved.

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: Dave Miner
Sent: Monday, March 13, 2017 11:56 AM
To: Charles Powell <cpowell@co.okaloosa.fl.us>; Krystal King <kking@co.okaloosa.fl.us>
Subject: RE: Amendment Two to Stevens

Dr. Jerry Nutt did assign his lease and it's listed under the same lease number as the prior renewal. Dr. Nutt assigned his lease to Mr. Ben R. Stevens. Please see attached.

Dave

From: Charles Powell
Sent: Friday, March 10, 2017 10:19 AM
To: Dave Miner <dminer@co.okaloosa.fl.us>
Subject: RE: Amendment Two to Stevens

Okay.

From: Dave Miner
Sent: Friday, March 10, 2017 10:15 AM
To: Charles Powell <cpowell@co.okaloosa.fl.us>
Subject: Re: Amendment Two to Stevens

Charles:

I'm out of the office today. Dr. Nutt did assign his lease. I will let you know the details on Monday.

Dave

From: Charles Powell
Sent: Friday, March 10, 2017 7:49 AM
To: Dave Miner
Subject: RE: Amendment Two to Stevens

Hi Dave,

I received this back from Krystal and she could not find the lease under contract number L08-0317-AP. I search the database and it shows that the lease is for Jerry E. Nutt (Dental Consulting). Is this accurate or is this one of the leases that was also change with an Assignment?

From: Dave Miner
Sent: Tuesday, March 07, 2017 11:33 AM
To: 'Parsons, Kerry' <KParsons@ngn-tally.com>; Charles Powell <cpowell@co.okaloosa.fl.us>
Cc: Krystal King <kking@co.okaloosa.fl.us>; David Williams <dawilliams@co.okaloosa.fl.us>
Subject: RE: Amendment Two to Stevens

Ms. Parsons:

Changes accepted.

Dave

From: Parsons, Kerry [<mailto:KParsons@ngn-tally.com>]
Sent: Tuesday, March 07, 2017 10:08 AM
To: Dave Miner <dminer@co.okaloosa.fl.us>; Charles Powell <cpowell@co.okaloosa.fl.us>
Cc: Krystal King <kking@co.okaloosa.fl.us>; David Williams <dawilliams@co.okaloosa.fl.us>
Subject: RE: Amendment Two to Stevens

As a follow up to my last email, I just caught an error, you need to remove the word "renewal" from the line before the signature blocks.

From: Dave Miner [<mailto:dminer@co.okaloosa.fl.us>]
Sent: Monday, March 06, 2017 4:36 PM
To: Charles Powell
Cc: Parsons, Kerry; Krystal King; David Williams
Subject: Amendment Two to Stevens

Charles:

Please sent Amendment Two to Stevens out for coordination. You will receive original in distro.
Thank you.

Dave

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

Charles Powell

From: Parsons, Kerry <KParsons@ngn-tally.com>
Sent: Tuesday, March 07, 2017 12:47 PM
To: Dave Miner
Cc: Krystal King; David Williams; Lynn Hoshihara; Charles Powell
Subject: RE: Amendment Two to Stevens

This is approved for legal purposes.

From: Dave Miner [mailto:dminer@co.okaloosa.fl.us]
Sent: Tuesday, March 07, 2017 12:33 PM
To: Parsons, Kerry; Charles Powell
Cc: Krystal King; David Williams
Subject: RE: Amendment Two to Stevens

Ms. Parsons:

Changes accepted.

Dave

From: Parsons, Kerry [mailto:KParsons@ngn-tally.com]
Sent: Tuesday, March 07, 2017 10:08 AM
To: Dave Miner <dminer@co.okaloosa.fl.us>; Charles Powell <cpowell@co.okaloosa.fl.us>
Cc: Krystal King <kking@co.okaloosa.fl.us>; David Williams <dawilliams@co.okaloosa.fl.us>
Subject: RE: Amendment Two to Stevens

As a follow up to my last email, I just caught an error, you need to remove the word "renewal" from the line before the signature blocks.

From: Dave Miner [mailto:dminer@co.okaloosa.fl.us]
Sent: Monday, March 06, 2017 4:36 PM

To: Charles Powell
Cc: Parsons, Kerry; Krystal King; David Williams
Subject: Amendment Two to Stevens

Charles:

Please sent Amendment Two to Stevens out for coordination. You will receive original in distro.
Thank you.

Dave

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

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

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

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

Dave Miner

From: Krystal King
Sent: Wednesday, May 24, 2017 2:52 PM
To: Dave Miner; Laura Porter
Cc: Stephanie Herrick
Subject: RE: Certificate of Insurance for Ben Stevens

The COI meets the requirements of the contract.

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: Dave Miner
Sent: Wednesday, May 24, 2017 2:03 PM
To: Krystal King <kking@co.okaloosa.fl.us>; Laura Porter <lporter@co.okaloosa.fl.us>
Cc: Stephanie Herrick <sherrick@co.okaloosa.fl.us>
Subject: Certificate of Insurance for Ben Stevens

Krystal:

Please review the attached COI for Mr. Ben Stevens (L08-0317-AP) and let us know if the COI complies with requirements.

Thank you.

Dave

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/18/2016

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

PRODUCER Fuller Insurance LLC PO Box 1583 Santa Rosa Beach FL 32459	CONTACT NAME: Garrett N Fuller	
	PHONE (A/C, No, Ext): (850) 622-5283 FAX (A/C, No): (850) 622-5287 E-MAIL ADDRESS: nely@fullerinsurance.us	
INSURED Ben Stevens DBA R&S Aviation Sales, LLC 504 Bayview Street Destin FL 32541	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Covington Specialty Ins Co	13027
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES

CERTIFICATE NUMBER: Cert ID 828

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 SUBR INSD 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 checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	APP30782116	11/18/2016	11/18/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY <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					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER 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)

CERTIFICATE HOLDER

Okaloosa County, BOCC
5749 Old Bethel Rd
Crestview FL 32536

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
Garrett N Fuller

© 1988-2015 ACORD CORPORATION. All rights reserved.



CERTIFICATE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)
11/21/2016

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.

PRODUCER Fuller Insurance LLC PO Box 1583 Santa Rosa Beach FL 32459	CONTACT NAME: Garrett Fuller PHONE (A/C, No, Ext): (850) 622-5283 E-MAIL ADDRESS: garrett@fullerinsurance.us PRODUCER CUSTOMER ID: 558 FAX (A/C, No): (856) 632-7726																					
INSURED Ben Stevens DBA R&S Aviation Sales, LLC 504 Bayview Street Destin FL 32541	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A:</td> <td>Covington Specialty Ins Co</td> <td>13027</td> </tr> <tr> <td>INSURER B:</td> <td></td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Covington Specialty Ins Co	13027	INSURER B:			INSURER C:			INSURER D:			INSURER E:			INSURER F:		
INSURER(S) AFFORDING COVERAGE		NAIC #																				
INSURER A:	Covington Specialty Ins Co	13027																				
INSURER B:																						
INSURER C:																						
INSURER D:																						
INSURER E:																						
INSURER F:																						

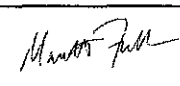
COVERAGES **CERTIFICATE NUMBER:** Cert ID 722 **REVISION NUMBER:**

LOCATION OF PREMISES / DESCRIPTION OF PROPERTY (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 [1] Loc: 1 Bldg: 1 Lot #3 Block #7, 1001 Airport Rd Destin, FL 32541

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

INSR LTR	TYPE OF INSURANCE		POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	COVERED PROPERTY	LIMITS
A	<input checked="" type="checkbox"/> PROPERTY CAUSES OF LOSS	DEDUCTIBLES	VBA485297	11/18/2016	11/18/2017	<input checked="" type="checkbox"/> BUILDING	\$ 50,000
	<input type="checkbox"/> BASIC	BUILDING				PERSONAL PROPERTY	\$
	<input type="checkbox"/> BROAD	1,000				BUSINESS INCOME	\$
	<input checked="" type="checkbox"/> SPECIAL	CONTENTS				EXTRA EXPENSE	\$
	<input type="checkbox"/> EARTHQUAKE					RENTAL VALUE	\$
	<input type="checkbox"/> WIND					BLANKET BUILDING	\$
	<input type="checkbox"/> FLOOD					BLANKET PERS PROP	\$
						BLANKET BLDG & PP	\$
	<input type="checkbox"/> INLAND MARINE CAUSES OF LOSS	TYPE OF POLICY				\$	
	<input type="checkbox"/> NAMED PERILS	POLICY NUMBER				\$	
	<input type="checkbox"/> CRIME TYPE OF POLICY					\$	
	<input type="checkbox"/> BOILER & MACHINERY / EQUIPMENT BREAKDOWN					\$	

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

CERTIFICATE HOLDER Okaloosa County, BOCC 5749 Old Bethel Rd Crestview FL 32536	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 
------------------------------------------------------------------------------------------------------------	---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

CERTIFICATE OF INSURANCE

THIS IS TO CERTIFY TO:

Okaloosa County
5749 A Old Bethel Road
Crestview FL 32536

THAT THE FOLLOWING POLICY OF INSURANCE HAS BEEN ISSUED TO:

Ben R. Stevens and R and S Aviation Sales, LLC
981 Hwy 98E
Ste. 3 Box 414
Destin, FL 32541

POLICY NUMBER: NAB6007908
POLICY PERIOD: From March 31, 2017 To March 31, 2018
INSURANCE COMPANY: Endurance Assurance Corporation

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

The above Certificate Holder is included as an Additional Insured but only to the extent of liability imposed upon the Additional Insured solely as the result of an act or omission of the Named Insured or its employees in connection with the Named Insured's Operations.

Subject to Date Change Recognition Endorsement.

Data included in this Certificate valid as of March 31, 2017.

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

Should the described policy be cancelled before the expiration date hereof, the issuing company will endeavor to give 30 days (10 days for non-payment) notice to the certificate holder named herein. However, failure to mail such notice shall not impose any obligation nor any liability of any kind upon the Company, its representatives or agents.

By: 
W. Brown & Associates Insurance Services

Date of Issue: March 29, 2017
Certificate No.: 2

SCHEDULE OF AIRCRAFT

DESCRIPTION OF AIRCRAFT				
No.	FAA Cert #	Serial #	Year/Make/Model	Insured Value
1	N997MJ	4636228	1999 Piper PA-46-301 Malibu	\$450,000

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

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

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



CA # 11

BOARD OF COUNTY COMMISSIONERS AGENDA REQUEST

DATE: June 20, 2017
TO: Honorable Chairman and Members of the Board
FROM: Tracy Stage
SUBJECT: Amendment Two to the Ben R. Stevens Hangar Lease
DEPARTMENT: Airport
BCC DISTRICT: 5

STATEMENT OF ISSUE: The Airports Department requests approval by the Board of County Commissioners for Amendment Two of the Ben R. Stevens Hangar Lease Agreement, Block 7 Lot 3, at the Destin Executive Airport (L08-0317-AP).

BACKGROUND: On December 7, 2016, Ben R. Stevens entered into a Lease Agreement for Hangar Space at the Destin Executive Airport. On November 15, 2016, the Board approved new language for the storage of items in lessee's hangars. Mr. Stevens requests this new Care of Leased Premises language be added to his lease. The Hangar Buy Down Program and the Care of Leased Premises hangar amendments were projected for Board approval in February-March 2017. Due to suggested revisions by the Clerk's office on the current insurance language in January 2017, the Airport ceased sending all lease amendments to the Board until the impact of any language change was known. On May 17th, modified insurance language was identified and will be used in all agreements prepared from that date going forward. Mr. Stevens' certificate of insurance is attached along with the contract and lease internal coordination sheet.

OPTIONS: Approve, Reject or Table.

RECOMMENDATIONS: It is Staff's recommendation that the Board approve Amendment Two of the Ben R. Stevens Hangar Lease Agreement at the Destin Executive Airport as described above.

RECOMMENDED BY:


Tracy Stage, Airport Director 6/13/2017

APPROVED BY:


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



**AMENDMENT OF LEASE L08-0317-AP
BEN R. STEVENS HANGAR LEASE AT THE
DESTIN EXECUTIVE AIRPORT**

This Amendment of Lease made and entered into this 21st day of June, 2017, hereby approves this Second Amendment for lease L08-0317-AP ("the Lease Agreement"), between Ben R. Stevens, ("Lessee"), and Okaloosa County, Florida through its Board of County Commissioners (hereinafter the "County").

WITNESSETH:

WHEREAS, on December 7, 2016, Lessee entered into an Assignment of Lease Agreement, L08-0317-AP with the County for Hanger Space at the Destin Executive Airport with a current expiration date of May 17, 2033; and

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

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

AMENDMENT

1. Section 10 titled "Care of Leased Premises" of L08-0317-AP, is deleted and replaced as follows:

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

2. 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

Carolyn N. Ketchel
Carolyn N. Ketchel, Chairman
Date: 21 June 2017



ATTEST:

Amy J. Buford
J.D. Peacock II, Clerk
DATE: 6/21/17



LESSEE

Ben R. Stevens
Ben R. Stevens
Date: 3-24-17

ATTEST:

Stacy Walker
Witness Stacey Walker
Ana M. Smith
Witness Ana M. Smith

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 BEN R. STEVENS 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 24th day of March, 2017, AD.



MARYAM DOGAR
MY COMMISSION # FF 905272
EXPIRES: July 30, 2019
Bonded Thru Budget Notary Services



NOTARY

My Commission Expires: 7/30/2019

Contract # L08-0317-AP

BEN R. stevens

DAP HANGER LEASE BLOCK 7/LOT3

EXPIRES: 05/17/2033

CONSENT TO ASSIGNMENT OF LEASE AND FIRST AMENDMENT TO LEASE L08-0317-AP

**JERRY E. NUTT HANGAR LEASE AT THE —
DESTIN EXECUTIVE AIRPORT —**

This Consent to Assignment of Lease and First Amendment made and entered into this 7th day of December, 2016, hereby approves of the assignment between Jerry E. Nutt (hereinafter "Lessee") and Ben R. Stevens (hereinafter "Assignee"), and further amends lease L08-0317-AP ("Lease Agreement"), dated July 22, 2013, by and between Jerry E. Nutt, and Okaloosa County, Florida through its Board of County Commissioners (hereinafter the "County").

WITNESSETH:

WHEREAS, on July 22, 2013, Lessee entered into a Lease Agreement, L08-0317-AP with the County for Hanger Space at the Destin Executive Airport with a current expiration date of May 17, 2033 ; and

WHEREAS, Lessee now desires to assign its interest in L08-0317-AP to Assignee, and in accordance with Section 13 of the Lease Agreement, Lessee is required to obtain the County's consent prior to assigning its interest; and

WHEREAS, in accordance with Section 13 of the Lease Agreement County now desires to amend the Lease agreement to incorporate a new lease payment, and additional terms.

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:

I. CONSENT TO ASSIGNMENT

1. The County hereby consents to the assignment of the Lease by Lessee to Assignee in accordance with Section 13 of the Lease Agreement.

2. Assignee by execution of this Consent to Assignment of Lease and First Amendment, and in consideration of consent by the County of the same, is bound by all terms of the Lease Agreement 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

L08-0317-AP is hereby amended as follows:

3. Section 5 a of the Lease Agreement is hereby amended to read:

Lessee shall pay in advance an annual ground lease fee established by an independent appraisal. The fee shall be adjusted annually in


CERIFIED A TRUE
AND CORRECT COPY
JD PEACOCK II
CLERK CIRCUIT COURT
BY Jerry E. Nutt
DEPUTY CLERK
DATE Dec 8 2016

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 Air Force Base, Florida, 32542-1498. The lease includes TWO THOUSAND EIGHT HUNDRED SEVENTY (2,870) square feet at ONE DOLLAR AND FIFTY CENTS (\$1.50) per square foot per year for a total annual cost of FOUR THOUSAND THREE HUNDRED FIVE DOLLARS (\$4,305.00) plus tax.

4. Section 17c of the Lease Agreement is hereby amended to read:

All aircraft liability and public liability coverage shall be endorsed to include Okaloosa County as Additional Insured. In addition, all insurance policies shall contain a clause that the insurer will not cancel or change the insurance without first giving the County thirty (30) days prior written notice. Prior to occupying the Leased Premises and annually upon renewal, Lessee shall furnish County a Certificate of Insurance evidencing all required insurance. The Certificate(s) of Insurance shall be delivered to Okaloosa County, 5749 A Old Bethel Road, Crestview, FL 32536 and a copy to Okaloosa County Airports, Airports Administration, 1701 State Road 85 North, Suite A, Eglin AFB, FL 32542-1498. On request, Lessee shall deliver an exact copy of the policy or policies including all endorsements.

5. Section 18 of the Lease Agreement is hereby amended to read:

Any and all notices to be given under this Lease may be served by enclosing the same in a sealed envelope and directed to the other party at its address and deposited in the mail as first class mail with postage therein paid. When so given, such notice shall be effective from date of mailing. Unless otherwise provided in writing by the parties hereto, the address of the Airport Director is as follows: Okaloosa County Airports, 1701 State Road 85 North, Suite 1, Eglin AFB, FL 32542-1498. The address of the Lessee is: Ben R. Stevens, 981 Highway 98 E, Suite 3 Box 414, Destin, FL 32541.

6. The Lease Agreement is further amended to incorporate the following provision:

SECTION 29. TAXES & 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

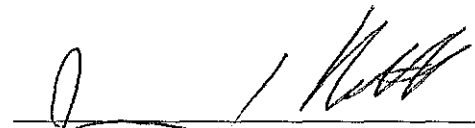
this Lease Agreement, or which may arise out of or are incidental to the conduct of Lessee's operation and activities under this Agreement or by reason of Lessee's occupancy of its facilities or use of County facilities under this Agreement. Lessee shall protect, reimburse and indemnify County from and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

7. 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 Consent to Assignment and First Amendment as of the day and year first written.


LESSEE



Jerry E. Nutt
Date: 10-28-16


ATTEST:



Witness


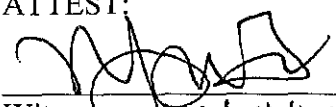
Witness

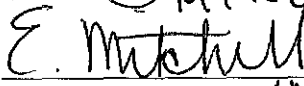
ASSIGNEE



Ben R. Stevens
Date: 10-31-16

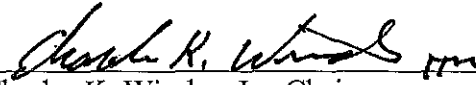
ATTEST:

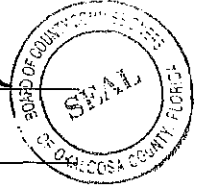


Witness


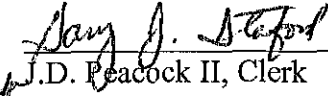
Witness Emerald Mitchell

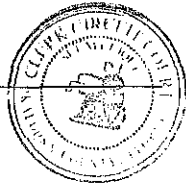
OKALOOSA COUNTY


Charles K. Windes, Jr., Chairman
Date: 12/7/16



ATTEST:


J.D. Peacock II, Clerk

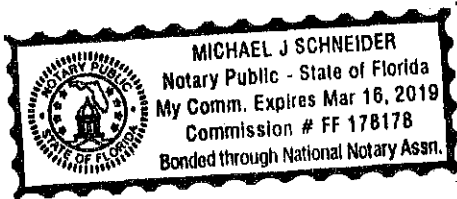


ACKNOWLEDGMENTS

STATE OF FLORIDA
COUNTY OF OKALOOSA

Before me, the undersigned officer duly authorized to take acknowledgments in the COUNTY and STATE aforesaid, personally appeared JERRY E. NUTT 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 28 day of OCT, 2016, AD.



Michael J. Schneider
NOTARY

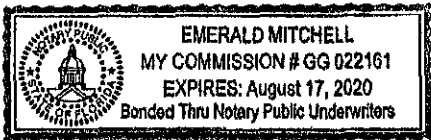
My Commission Expires: 3/16/19

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 BEN R STEVENS 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 31 day of October, 2016, AD.



E. Mitchell
NOTARY

My Commission Expires: August 17, 2020



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/18/2016

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

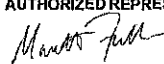
PRODUCER Fuller Insurance LLC PO Box 1583 Santa Rosa Beach FL 32459	CONTACT NAME: Garrett N Fuller
	PHONE (A/C, No, Ext): (850) 622-5283 FAX (A/C, No): (850) 622-5287 E-MAIL ADDRESS: nely@fullerinsurance.us
INSURER(S) AFFORDING COVERAGE	
INSURER A: Covington Specialty Ins Co NAIC # 13027	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** Cert ID 828 **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 checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			APP30782116	11/18/2016	11/18/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <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) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N	N/A			<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER 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)

CERTIFICATE HOLDER Okaloosa County, BOCC 5749 Old Bethel Rd Crestview FL 32536	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 

© 1988-2015 ACORD CORPORATION. All rights reserved.



CERTIFICATE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)
11/21/2016

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.

PRODUCER Fuller Insurance LLC PO Box 1583 Santa Rosa Beach FL 32459	CONTACT NAME: Garrett Fuller PHONE (A/C. No. Ext): (850) 622-5293 E-MAIL ADDRESS: garrett@fullerinsurance.us PRODUCER CUSTOMER ID: 558	FAX (A/C. No.): (856) 632-7726
	INSURED Ben Stevens DBA R&S Aviation Sales, LLC 504 Bayview Street Destin FL 32541	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Covington Specialty Ins Co		13027
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

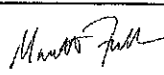
COVERAGES **CERTIFICATE NUMBER:** Cert ID 722 **REVISION NUMBER:**

LOCATION OF PREMISES / DESCRIPTION OF PROPERTY (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
[1] Loc: 1 Bldg: 1 Lot #3 Block #7, 1001 Airport Rd Destin, FL 32541

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

INSR LTR	TYPE OF INSURANCE		POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	COVERED PROPERTY	LIMITS		
A	<input checked="" type="checkbox"/>	PROPERTY	.VBA485297	11/18/2016	11/18/2017	<input checked="" type="checkbox"/> BUILDING	\$ 50,000		
		CAUSES OF LOSS							
		DEDUCTIBLES							
		BASIC							
		BROAD							
	<input checked="" type="checkbox"/>	SPECIAL							
		EARTHQUAKE							
		WIND							
		FLOOD							
		INLAND MARINE				TYPE OF POLICY			
		CAUSES OF LOSS							
		NAMED PERILS	POLICY NUMBER						
		CRIME							
		TYPE OF POLICY							
		BOILER & MACHINERY / EQUIPMENT BREAKDOWN							

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

CERTIFICATE HOLDER Okaloosa County, BOCC 5749 Old Bethel Rd Crestview FL 32536	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 
------------------------------------------------------------------------------------------------	-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

CERTIFICATE OF INSURANCE

THIS IS TO CERTIFY TO:

Okaloosa County
5749 A Old Bethel Road
Crestview FL 32536

THAT THE FOLLOWING POLICY OF INSURANCE HAS BEEN ISSUED TO:

Ben R. Stevens and R and S Aviation Sales, LLC
5601 Tareilton Drive SE
Huntsville, AL 35802

POLICY NUMBER: NAB4044846
POLICY PERIOD: From March 31, 2016 To March 31, 2017
INSURANCE COMPANY: Catlin Insurance Company, Inc.

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

The above Certificate Holder is included as an Additional Insured but only to the extent of liability imposed upon the Additional Insured solely as the result of an act or omission of the Named Insured or its employees in connection with the Named Insured's Operations.

Subject to Date Change Recognition Endorsement.

Data included in this Certificate valid as of October 31, 2016.

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

Should the described policy be cancelled before the expiration date hereof, the issuing company will endeavor to give 30 days (10 days for non-payment) notice to the certificate holder named herein. However, failure to mail such notice shall not impose any obligation nor any liability of any kind upon the Company, its representatives or agents.

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

Date of Issue: October 31, 2016
Certificate No.: 2

SCHEDULE OF AIRCRAFT

DESCRIPTION OF AIRCRAFT				
No.	FAA Cert #	Serial #	Year/Make/Model	Insured Value
1	N997MJ	4636228	1999 Piper PA-46-301 Malibu	\$450,000

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

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

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



OLD REPUBLIC INSURANCE COMPANY

CERTIFICATE OF INSURANCE

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.

This is to certify to (Certificate Holder): **Okaloosa County**
Attn: Jack Allen
602C North Pearl Street
Crestview, FL 32536

The following policy(ies) have been issued to: **Jerry E. Nutt, DDS and**
Dental Consulting and Management, Inc.
217 Main Street
Destin, FL 32541

POLICY INFORMATION:

AIRCRAFT POLICY NO: CA 00174506 POLICY PERIOD: FROM: December 16, 2015 TO: December 16, 2016
THIS COVERAGE IS EFFECTIVE 12:01 A.M. December 16, 2015
INSURANCE COMPANY: OLD REPUBLIC INSURANCE COMPANY

LIABILITY COVERAGES:

LIMITS OF LIABILITY

	EACH PERSON	EACH OCCURRENCE
<input type="checkbox"/> Bodily Injury	\$	\$
<input type="checkbox"/> Property Damage	\$	\$
<input type="checkbox"/> Passenger Bodily Injury	\$	\$
<input checked="" type="checkbox"/> Single Limit <input checked="" type="checkbox"/> Including <input type="checkbox"/> Excluding Passengers	\$XXXX	\$ 1,000,000
<input type="checkbox"/> With Passenger Liability Limited to:	\$	\$

DESCRIPTION OF AIRCRAFT

PHYSICAL DAMAGE COVERAGE:

ALL RISKS GROUND & IN-FLIGHT

F.A.A. NO.	YEAR	MAKE AND MODEL	INSURED		DEDUCTIBLES	
			VALUE	NOT IN MOTION	IN-MOTION	INGESTION
N5431M	2003	Beech King Air C90	\$	\$	\$	\$

THIS CERTIFICATE HOLDER IS:

- Included as a Loss Payee for Aircraft Physical Damage Coverage.
- Breach of Warranty Coverage on Aircraft Physical Damage as their interest may appear not to exceed 100% of the Insured Value. Is included as an Additional Insured on Aircraft Liability Coverage but only with respect to hangaring of N5431N, Beech King Air C90.
- C90.
- Is provided a Waiver of Subrogation on Aircraft Physical Damage Coverage, but only

OTHER COVERAGES / CONDITIONS / REMARKS:

- This coverage includes War Physical Damage Coverage
- This coverage includes War Liability Coverage
- This coverage includes TRIA Liability Coverage
- This coverage includes TRIA Physical Damage Coverage

Provision has been made to give the Certificate Holder forty-five (45) days notice of cancellation - ten (10) days for nonpayment of premium of any policy above; however, the Company assumes no responsibility for the failure to provide such notice. This Certificate does not change in any way the actual coverages provided by the policy(ies) specified above, nor does it affirmatively or negatively amend, extend or alter coverage afforded by the policy(ies) listed within.

Old Republic Aerospace, Inc. Representative:

Agency Name: Lance Toland Associates
Agency Phone: 770.227.5500

Date: November 19, 2015



OLD REPUBLIC AEROSPACE, INC.

1990 VAUGHN ROAD, SUITE 350 KENNESAW, GA 30144 | PH: (770) 590-4950 | FX: (770) 590-0599

CORPCOI (05-15)

Lease
0317



CERTIFICATE OF INSURANCE

This is to certify to
(Certificate Holder):

Okaloosa County
Attn: Jack Allen
602C North Pearl Street
Crestview, FL 32536

The following policy(ies)
have been issued to:

Jerry E. Nutt, DDS, Dental Consulting and Management, Inc.,
and Jerry E. Nutt
217 Main Street
Destin, FL 32536

POLICY INFORMATION:

AIRCRAFT POLICY NO: CA 00174505 POLICY PERIOD: FROM: December 16, 2014 TO: December 16, 2015
THIS COVERAGE IS EFFECTIVE 12:01 A.M. December 16, 2014
INSURANCE COMPANY: OLD REPUBLIC INSURANCE COMPANY

LIABILITY COVERAGES:

LIMITS OF LIABILITY

	EACH PERSON	EACH OCCURRENCE
<input type="checkbox"/> Bodily Injury	\$	\$
<input type="checkbox"/> Property Damage	\$	\$
<input type="checkbox"/> Passenger Bodily Injury	\$	\$
<input checked="" type="checkbox"/> Single Limit <input checked="" type="checkbox"/> Including <input type="checkbox"/> Excluding Passengers	\$XXXX	\$ 1,000,000
<input type="checkbox"/> With Passenger Liability Limited to:	\$	\$

DESCRIPTION OF AIRCRAFT

PHYSICAL DAMAGE COVERAGE:

ALL RISKS GROUND & IN-FLIGHT

F.A.A. NO.	YEAR	MAKE AND MODEL	INSURED		DEDUCTIBLES	
			VALUE	NOT IN MOTION	IN-MOTION	INGESTION
N5431M	2003	Beech King Air C90	\$1,000,000	\$ 0	\$ 0	\$ 0

THIS CERTIFICATE HOLDER IS:

- Included as a Loss Payee for Aircraft Physical Damage Coverage.
- Breach of Warranty Coverage on Aircraft Physical Damage as their interest may appear not to exceed 100% of the Insured Value.
- Is included as an Additional Insured on Aircraft Liability Coverage but only with respect to hangaring of N5431M, Beech King Air C90.
- Is provided a Waiver of Subrogation on Aircraft Physical Damage Coverage, but only

OTHER COVERAGES / CONDITIONS / REMARKS:

- This coverage includes War Physical Damage Coverage
- This coverage includes War Liability Coverage
- This coverage includes TRIA Liability Coverage
- This coverage includes TRIA Physical Damage Coverage

Provision has been made to give the Certificate Holder forty-five (45) days notice of cancellation - ten (10) days for nonpayment of premium of any policy above; however, the Company assumes no responsibility for the failure to provide such notice. This Certificate does not change in any way the actual coverages provided by the policy(ies) specified above, nor does it affirmatively or negatively amend, extend or alter coverage afforded by the policy(ies) listed within.

Phoenix Aviation Representative:

Agency Name: Agency Phone:	Lance Toland Associates 770-227-5500	
-------------------------------	-----------------------------------------	--------------------------------------------------------------------------------------

Date: 11/26/2014

EXHIBIT B

CONTRACT & LEASE AGREEMENT CONTROL FORM

Date: 9/29/2013

Contract/Lease Control #: L08-0317-AP/

Bid #: N/A

Contract/Lease Type: REVENUE

Award to/Lessee: JERRY NUTT

Lessor: OKALOOSA COUNTY

Effective Date: 8/12/2008

Amount: \$30,180

Term/Expires: 5/17/2033

Description of Contract/Lease: DAP LOT 3/BLOCK 7

Department Manager: AIRPORTS

Department Monitor: Sunil Harman

Monitor's Telephone #: 651-7160

Monitor's Fax #: 651-7164

Date Closed:

RECEIVED APR 04 2013 ⁶⁷

4-2-13

*CONTRACT & LEASE
INTERNAL COORDINATION SHEET*

Contract/Lease Number: L08-0317-AP Tracking Number: 576-13

Contractor/Lessee Name: Jerry Nutt EXP: 5-17-13

Purpose: Renewal of Lease

Date/Term: 5-17-33 GREATER THAN \$10,000

Amount: \$4,500.00 a year plus tax \$10,000 OR LESS

Department: Airports Dept. Monitor Name: David Miner

Purchasing Review

Procurement requirements are met:

[Signature]
Contracts/Lease Coordinator

Date: 4/3/13

Risk Management Review

Approved as written:

[Signature]
Risk Management Director

Date: 4/11/13

County Attorney Review

Approved as written:

[Signature]
County Attorney

Date: 4/12/13

Following Okaloosa County Board of County Commissioners approval:

Contract & Grant Review

Document has been appropriately reviewed and is executable:

Contracts & Grants Manager

Date: _____

C & G's

LEASE FOR HANGAR SPACE RENEWAL

BETWEEN

BOARD OF COUNTY COMMISSIONERS
OKALOOSA COUNTY, FLORIDA

AND

JERRY E. NUTT

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

WITNESSETH:

COUNTY hereby lets to LESSEE and LESSEE hereby hires and takes from COUNTY at the Destin/Ft. Walton Beach Airport in the County of Okaloosa, State of Florida (hereinafter referred to as "AIRPORT"), that certain location designated as Block 7 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 LESSEE permission to occupy and maintain one (1) hangar for the storage of individually-owned/corporate-owned aircraft at the aforesaid location. Additional aircraft may be stored in the hangar with proper notice to the COUNTY provided that proof of required insurance coverage is provided to the COUNTY.

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

SECTION 1: TERM

This LEASE renewal shall be for a term of TWENTY (20) years and shall take effect on May 18, 2013 and end on May 17, 2033.

SECTION 2: AIRCRAFT OWNERSHIP

LESSEE shall provide written confirmation to the COUNTY of proof of ownership of individually-owned/corporate-owned aircraft to be stored pursuant to this LEASE. In the

LEASE # L08-0317-AP
JERRY E. NUTT
DAP HANGAR LEASE BLOCK 7 / LOT 3
EXPIRES: 05/17/2033

Instr # 2871117 BK: 3108 PG:1778,Page 1 of 10
Recorded 07/25/2013 at 10:01 AM,
RECORDING: \$46.50 RECORDING ARTICLE V: \$40.00

event LESSEE's aircraft is sold, LESSEE shall have one year to replace said aircraft; otherwise this lease shall be voided at the COUNTY's discretion.

SECTION 3: IMPROVEMENTS TO COUNTY

Any and all improvements hereafter installed, erected, or placed within the Leased Premises, including alterations and repairs shall become, upon the termination of this LEASE for any cause, the absolute and sole property of COUNTY and shall not be removed from the Leased Premises. If on termination of this LEASE, LESSEE is not in default, LESSEE shall have the right to remove from the Leased Premises any equipment or trade fixtures that can be removed without damage to the Leased Premises (and if any damage does occur on any such removal, LESSEE shall promptly repair the same).

SECTION 4: BUILDING, ALTERATIONS, AND PERMITS

LESSEE shall at its expense apply for and obtain any and all building, construction, or other permits and licenses to build, repair, or maintain the improvements contemplated by this LEASE. COUNTY makes no representations or warranty relative to the availability of such licenses or permits, and LESSEE assumes full responsibility for securing same. No construction, modification, or alterations of improvements to include antennas or other devices are permitted without prior written approval by COUNTY.

SECTION 5: RENTALS

a. GROUND LEASE:

LESSEE shall pay in advance an annual ground lease fee established by an independent appraisal. The fee shall be adjusted annually in accordance with Section 6. The ground lease and applicable sales tax will be billed annually, in advance, and is payable to the Airports Director, Okaloosa County Airports, 1701 Highway 85 North, Eglin Air Force Base, Florida, 32542-1498. The lease includes TWO THOUSAND EIGHT HUNDRED SEVENTY (2,870) square feet at ONE DOLLAR FIFTY CENTS (\$1.50) cents per square foot per year for a total annual cost of FOUR THOUSAND THREE HUNDRED FIVE DOLLARS (\$4,305.00) plus tax.

b. LATE CHARGES:

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

SECTION 6: ESCALATION CLAUSE:

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

SECTION 7: UTILITIES

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

SECTION 8: RIGHTS OF LESSOR

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

b. COUNTY reserves itself, its successors, and assigns for the use and benefits of the public, a right of flight for the passage of aircraft in the airspace above the surface of the real property hereinafter described together with the right to cause in said airspace such noises as may be inherent in the operations of aircraft, now known or hereafter used for navigation of or flight in the said airspace, and for use of said airspace for landing on, taking off from, or operating on the AIRPORT.

c. LESSEE expressly agrees for itself, its successors, and assigns to prevent any use of the hereinafter-described real property, which would interfere with or adversely affect the operation or maintenance of the AIRPORT, or otherwise constitute an airport hazard.

d. LESSEE expressly agrees for itself, its successors, and assigns, to restrict the height of structures, objects, of natural growth, and other obstructions on the hereinafter described real property to such height so as to comply with the Federal Aviation Regulations, Part 77.

SECTION 9: COMPLIANCE WITH GOVERNMENTAL PROCEDURES

LESSEE shall conform to all the requirements of applicable State and Federal statutes and regulations and all County Ordinances and regulations, and shall secure such permits and licenses as may be duly required by any such laws, ordinances, or regulations as may be

promulgated by COUNTY. In addition, Lessee shall comply with all policies, rules, regulations, or ordinances of the County, which are currently, or may be hereinafter adopted relating to County owned airport facilities.

SECTION 10: CARE OF LEASED PREMISES

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

SECTION 11: MAINTENANCE IN LEASED PREMISES

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

SECTION 12: TAXES

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

SECTION 13: ASSIGNMENT AND SUBLEASE

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

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

SECTION 14: INSPECTION ON ASSIGNMENT

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

SECTION 15: RISK OF LOSS OR DAMAGE TO HANGAR

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

SECTION 16: RIGHTS OF ENTRY RESERVED

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

SECTION 17: INSURANCE

a. LIABILITY:

LESSEE agrees that LESSEE, shall, during the entire term or any extension of this LEASE, keep in full force and effect, a policy or policies of aircraft liability and public liability insurance with respect to the Leased Premises. The limits of aircraft liability and public liability shall not be less than ONE MILLION (\$1,000,000.00) dollars Combined Single Limit (CSL) each. The COUNTY reserves the right to increase the minimal aircraft liability and public liability insurance requirements as circumstances may warrant.

b. PROPERTY:

The damage, destruction, or partial destruction of any permanent building or other improvement which is part of the Leased Premises shall not release LESSEE from any obligations hereunder nor shall it cause a rebate or an abatement in rent then due or thereafter becoming due under the terms hereof. In case of damage to or destruction of any such building or improvement, LESSEE shall at its own expense, promptly repair and restore the property to a condition as good or better than that existed prior to the damage or destruction.

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

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

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

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

SECTION 18: NOTICES

Any and all notices to be given under this LEASE may be served by enclosing the same in a sealed envelope and directed to the other party at its address and deposited in the mail as first class mail with postage therein paid. When so given, such notice shall be effective from the date of mailing. Unless otherwise provided in writing by the parties hereto, the address of the AIRPORT DIRECTOR is as follows: Okaloosa County Airports, 1701 Highway 85 North, Eglin Air Force Base, Florida 32542-1498. The address of the LESSEE is: Jerry E. Nutt, 217 Main Street, Destin, FL 32541.

SECTION 19: HOLD HARMLESS

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

SECTION 20: BINDING NATURE OF LEASE

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

SECTION 21: PROHIBITED ACTIVITY

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

SECTION 22: COMMERCIAL ACTIVITY PROHIBITED

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

SECTION 23: RESTRICTIONS ON MECHANIC'S LIENS

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

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

SECTION 24: TERMINATION BY LESSOR

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

SECTION 25: NON-DISCRIMINATION

LESSEE, for its self, its personal representatives, successors, in interest, and assigns, as part of the consideration hereof, does hereby covenant and agree that (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, and (3) that LESSEE shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulation, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation Effectuation of Title VI of the Civil Rights Act of 1964, and as said regulations may be amended.

That in the event of breach of any of the above nondiscrimination covenants, COUNTY shall have the right to terminate the LEASE and to reenter and repossess said land and the facilities thereon, and hold the same as if said LEASE had never been made or issued.

This provision shall not be effective until the procedures of Title 49, Code of Federal Regulations, Part 21, are followed and completed, including exercise or expiration of appeal rights.

SECTION 26: PLACE OF PAYMENTS

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

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

SECTION 27: CONSTRUCTION AND APPLICATION OF TERMS

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

of this Lease. In the event an ambiguity or question of intent or interpretation arises, this Lease shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provisions of this Lease. Both parties have had an opportunity to have their respective legal counselors review this Lease.

SECTION 28: LEGAL DESCRIPTION

Block 7 Lot 3: Commence at the Northeasternmost corner of Lot 35, Block A, Harbor Breeze Second Addition, as recorded in Plat Book 16, Page 30, Public Records of Okaloosa County, Florida; Thence S.38°00'00"E. (Basis of Bearings) along the East line of said Lot 35 for a distance of 14.03 feet; Thence departing said East line proceed N.52°00'00"E. for a distance of 99.17 feet to the Point of Beginning; Thence N.38°00'00"W. for a distance of 48.24 feet; Thence N.52°00'00"E. for a distance of 59.50 feet; Thence S.38°00'00"E. for a distance of 48.24 feet; Thence S.52°00'00"W. for a distance of 59.50 feet to the Point of Beginning. Parcel described contains 2,870 square feet or 0.065 acres.

SECTION 29: ENTIRE LEASE

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

(The remainder of this page intentionally left blank)

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

BOARD OF COUNTY COMMISSIONERS
OKALOOSA COUNTY, FLORIDA



DON R. AMUNDS
CHAIRMAN



ATTEST:



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


JERRY E. NUTT
WITNESS
WITNESS

ACKNOWLEDGMENTS

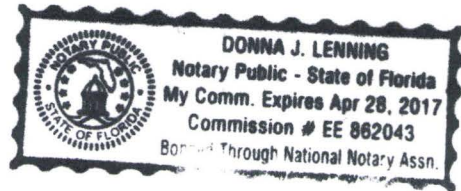
STATE OF FLORIDA
COUNTY OF OKALOOSA

Before me, the undersigned officer duly authorized to take acknowledgments in the COUNTY and STATE aforesaid, personally appeared JERRY E. NUTT 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.


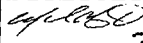
Sworn and subscribed before me this 17th day of June, 2013, AD.

Donna J. Lenning
NOTARY

My Commission expires: 4/28/17



REGISTRATION NOT TRANSFERABLE

UNITED STATES OF AMERICA DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION CERTIFICATE OF AIRCRAFT REGISTRATION		This certificate must be in the aircraft when operated.
NATIONALITY AND REGISTRATION MARKS N 5431M	AIRCRAFT SERIAL NO. LJ-1673	
MANUFACTURER AND MANUFACTURER'S DESIGNATION OF AIRCRAFT RAYTHEON AIRCRAFT COMPANY C90A ICAO Aircraft Address Code: 51562630		
I S S U E D T O	JERRY E NUTT DDS DENTAL CONSULTING & MGMT INC 217 MAIN ST DESTIN FL 32541-2503	This certificate is issued for registration purposes only and is not a certificate of title. The Federal Aviation Administration does not determine rights of ownership as between private persons.
	Corporation	 U.S. Department of Transportation Federal Aviation Administration
It is certified that the above described aircraft has been entered on the register of the Federal Aviation Administration, United States of America, in accordance with the Convention on International Civil Aviation dated December 7, 1944, and with Title 49, United States Code, and regulations issued thereunder.		
DATE OF ISSUE January 7, 2003 EXPIRATION DATE April 30, 2016	 ADMINISTRATOR	



CERTIFICATE OF INSURANCE

Revision 1

This is to certify to
(Certificate Holder):
Okaloosa County
Attn: Jack Allen
602G North Pearl Street
Crestview, FL 32536

The following policy(ies)
have been issued to:
Dental Consulting and Management, Inc.
and Jerry E. Nutt, DDS
217 Main Street
Destin, FL 32541

POLICY INFORMATION:
AIRCRAFT POLICY NO: CA 00174503 POLICY PERIOD: FROM: December 16, 2012 TO: December 16, 2013
THIS COVERAGE IS EFFECTIVE 12:01 A.M. December 16, 2012
INSURANCE COMPANY: OLD REPUBLIC INSURANCE COMPANY

LIABILITY COVERAGES:	LIMITS OF LIABILITY	
	EACH PERSON	EACH OCCURRENCE
<input type="checkbox"/> Bodily Injury	\$	\$
<input type="checkbox"/> Property Damage	\$	\$
<input type="checkbox"/> Passenger Bodily Injury	\$	\$
<input checked="" type="checkbox"/> Single Limit <input checked="" type="checkbox"/> Including <input type="checkbox"/> Excluding Passengers	\$XXXX	\$ 1,000,000
<input type="checkbox"/> With Passenger Liability Limited to:	\$	\$

DESCRIPTION OF AIRCRAFT	PHYSICAL DAMAGE COVERAGE:		ALL RISKS GROUND & IN-FLIGHT		
	INSURED VALUE	NOT IN MOTION	DEDUCTIBLES		
F.A.A. NO. YEAR MAKE AND MODEL			IN-MOTION	INGESTION	
N5431M 2003 Beech King Air C90	\$1,500,000	\$ 1,000	\$ 5,000	\$ 5,000	

THIS CERTIFICATE HOLDER IS:

- Included as a Loss Payee for Aircraft Physical Damage Coverage.
- Breach of Warranty Coverage on Aircraft Physical Damage as their interest may appear not to exceed 100% of the Insured Value.
- Is included as an Additional Insured on Aircraft Liability Coverage but only with respect to hangaring of N5431M, Beech King Air C90.
- Is provided a Waiver of Subrogation on Aircraft Physical Damage Coverage, but only

OTHER COVERAGES / CONDITIONS / REMARKS:

- This coverage includes War Physical Damage Coverage
- This coverage includes War Liability Coverage
- This coverage includes TRIA Liability Coverage
- This coverage includes TRIA Physical Damage Coverage

This insurance is primary and shall be without right of contribution from any other insurance.

The above Aircraft Liability Includes "Coverage for bodily injury and property damage for Airport Premises"

Provision has been made to give the Certificate Holder forty-five (45) days notice of cancellation - ten (10) days for nonpayment of premium of any policy above; however, the Company assumes no responsibility for the failure to provide such notice. This Certificate does not change in any way the actual coverages provided by the policy(ies) specified above, nor does it affirmatively or negatively amend, extend or alter coverage afforded by the policy(ies) listed within.

Phoenix Aviation Representative:

Agency Name: Agency Phone:	Lance Toland Associates 770-227-5500	
-------------------------------	-----------------------------------------	--

Date: 12/21/2012

LEASE FOR HANGAR SPACE OPTION

BETWEEN

BOARD OF COUNTY COMMISSIONERS
OKALOOSA COUNTY, FLORIDA

AND

JERRY E. NUTT

This LEASE FOR HANGAR SPACE fully executed this 12TH day of August, 2008, by and between the COUNTY OF OKALOOSA, a political subdivision of the State of Florida, acting by and through its BOARD OF COUNTY COMMISSIONERS (hereinafter called "COUNTY") and JERRY E. NUTT (hereinafter called "LESSEE").

WITNESSETH:

COUNTY hereby lets to LESSEE and LESSEE hereby hires and takes from COUNTY at the Destin/Ft. Walton Beach Airport in the County of Okaloosa, State of Florida (hereinafter referred to as "AIRPORT"), that certain location designated as Block 7 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 LESSEE permission to occupy and maintain one (1) hangar for the storage of individually-owned/corporate-owned aircraft at the aforesaid location. Additional aircraft may be stored in the hangar with proper notice to the COUNTY provided that proof of required insurance coverage is provided to the COUNTY.

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

SECTION 1: TERM

This LEASE shall have an expiration date of May 17, 2013.

SECTION 2: AIRCRAFT OWNERSHIP

LESSEE shall provide written confirmation to the COUNTY of proof of ownership of individually-owned/corporate-owned aircraft to be stored pursuant to this LEASE. In the

L08-0317-AP5-146
LESSEE: JERRY NUTT
DAP BLOCK 7/LOT 3
EXPIRES: 5/17/2013
REPLACES #L155

event LESSEE's aircraft is sold, LESSEE shall have one year to replace said aircraft; otherwise this lease shall be voided at the COUNTY's discretion.

SECTION 3: IMPROVEMENTS TO COUNTY

Any and all improvements hereafter installed, erected, or placed within the Leased Premises, including alterations and repairs shall become, upon the termination of this LEASE for any cause, the absolute and sole property of COUNTY and shall not be removed from the Leased Premises. If on termination of this LEASE, LESSEE is not in default, LESSEE shall have the right to remove from the Leased Premises any equipment or trade fixtures that can be removed without damage to the Leased Premises (and if any damage does occur on any such removal, LESSEE shall promptly repair the same).

SECTION 4: CONSTRUCTION OF HANGAR

If a new hangar is to be constructed under this lease said hangar must be constructed within ONE (1) year of execution of this LEASE. Failure to comply with this requirement may result in automatic termination of this LEASE without prior written notice by COUNTY. LESSEE shall furnish ONE (1) set of building drawings to COUNTY upon completion of hangar.

SECTION 5: BUILDING, ALTERATIONS, AND PERMITS

LESSEE shall at its expense apply for and obtain any and all building, construction, or other permits and licenses to build, repair, or maintain the improvements contemplated by this LEASE. COUNTY makes no representations or warranty relative to the availability of such licenses or permits, and LESSEE assumes full responsibility for securing same. No construction, modification, or alterations of improvements to include antennas or other devices are permitted without prior written approval by COUNTY.

SECTION 6: RENTALS

a. GROUND LEASE:

LESSEE shall pay in advance an annual ground lease fee established by an independent appraisal. The fee shall be adjusted in accordance with Section 7. The ground lease and applicable sales tax will be billed annually, in advance, and is payable to the Airports Director, Okaloosa County Airports, 1701 Highway 85 North, Eglin Air Force Base, Florida, 32542-1498. The lease includes THREE THOUSAND (3,000) square feet at TWENTY . ZERO ONE FIVE (\$.2015) cents per square foot per year for a total annual cost of FIVE HUNDRED THREE DOLLARS AND SEVENTY FIVE CENTS (\$503.75) plus tax.

b. LATE CHARGES:

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

SECTION 7: ESCALATION CLAUSE:

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

SECTION 8: UTILITIES

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

SECTION 9: RIGHTS OF LESSOR

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

b. COUNTY reserves itself, its successors, and assigns for the use and benefits of the public, a right of flight for the passage of aircraft in the airspace above the surface of the real property hereinafter described together with the right to cause in said airspace such noises as may be inherent in the operations of aircraft, now known or hereafter used for navigation of or flight in the said airspace, and for use of said airspace for landing on, taking off from, or operating on the AIRPORT.

c. LESSEE expressly agrees for itself, its successors, and assigns to prevent any use of the hereinafter-described real property, which would interfere with or adversely affect the operation or maintenance of the AIRPORT, or otherwise constitute an airport hazard.

d. LESSEE expressly agrees for itself, its successors, and assigns, to restrict the height of structures, objects, of natural growth, and other obstructions on the hereinafter described real property to such height so as to comply with the Federal Aviation Regulations, Part 77.

SECTION 10: COMPLIANCE WITH GOVERNMENTAL PROCEDURES

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

SECTION 11: CARE OF LEASED PREMISES

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

SECTION 12: MAINTENANCE IN LEASED PREMISES

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

SECTION 13: TAXES

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

SECTION 14: ASSIGNMENT AND SUBLEASE

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

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

SECTION 15: INSPECTION ON ASSIGNMENT

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

SECTION 16: RISK OF LOSS OR DAMAGE TO HANGAR

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

SECTION 17: RIGHTS OF ENTRY RESERVED

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

SECTION 18: INSURANCE

a. LIABILITY:

LESSEE agrees that LESSEE, shall, during the entire term or any extension of this LEASE, keep in full force and effect, a policy or policies of aircraft liability and public liability insurance with respect to the Leased Premises. The limits of aircraft liability and public liability shall not be less than ONE MILLION (\$1,000,000.00) dollars Combined Single Limit (CSL) each. The COUNTY reserves the right to increase the minimal aircraft liability and public liability insurance requirements as circumstances may warrant.

b. PROPERTY:

The damage, destruction, or partial destruction of any permanent building or other improvement which is part of the Leased Premises shall not release LESSEE from any obligations hereunder nor shall it cause a rebate or an abatement in rent then due or thereafter becoming due under the terms hereof. In case of damage to or destruction of any such building or improvement, LESSEE shall at its own expense, promptly repair and restore the property to a condition as good or better than that existed prior to the damage or destruction.

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

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

c. All aircraft liability and public liability coverage shall be endorsed to include Okaloosa County as Additional Insured. In addition, all insurance policies shall contain a

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

SECTION 19: NOTICES

Any and all notices to be given under this LEASE may be served by enclosing the same in a sealed envelope and directed to the other party at its address and deposited in the mail as first class mail with postage therein paid. When so given, such notice shall be effective from the date of mailing. Unless otherwise provided in writing by the parties hereto, the address of the AIRPORT DIRECTOR is as follows: Okaloosa County Airports, 1701 Highway 85 North, Eglin Air Force Base, Florida 32542-1413. The address of the LESSEE is: Jerry E. Nutt, 217 Main Street, Destin, FL 32541.

SECTION 20: HOLD HARMLESS

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

SECTION 21: BINDING NATURE OF LEASE

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

SECTION 22: PROHIBITED ACTIVITY

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

SECTION 23: COMMERCIAL ACTIVITY PROHIBITED

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

SECTION 24: RESTRICTIONS ON MECHANIC'S LIENS

Nothing in this lease shall be deemed or construed in any way as constituting the consent or request of COUNTY, express or implied, by inference or otherwise, to any contractor, sub-contractor, laborer, or materialman for the performance of any labor or the furnishing of any materials for any specific improvement, alteration to, or repair of the demised

premises or any part thereof, nor as giving LESSEE and right, power, or authority to contract for or permit the rendering of any services or the furnishing of any materials that would give rise to the filing of any lien against the demised premises or any part thereof. Such liens are hereby strictly prohibited

SECTION 25: TERMINATION BY LESSOR

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

SECTION 26: NON-DISCRIMINATION

LESSEE, for its self, its personal representatives, successors, in interest, and assigns, as part of the consideration hereof, does hereby covenant and agree that (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, and (3) that LESSEE shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulation, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation Effectuation of Title VI of the Civil Rights Act of 1964, and as said regulations may be amended.

That in the event of breach of any of the above nondiscrimination covenants, COUNTY shall have the right to terminate the LEASE and to reenter and repossess said land and the facilities thereon, and hold the same as if said LEASE had never been made or issued.

This provision shall not be effective until the procedures of Title 49, Code of Federal Regulations, Part 21, are followed and completed, including exercise or expiration of appeal rights.

SECTION 27: PLACE OF PAYMENTS

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

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

SECTION 28: CONSTRUCTION AND APPLICATION OF TERMS

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

SECTION 29: LEGAL DESCRIPTION

Contains 3,000 square feet more or less.

SECTION 30: RENEWAL OF LEASE

At the end of this initial lease period, all improvements to the property shall become the sole possession of OKALOOSA COUNTY.

a. OPTION TERM:

Provide LESSEE is in compliance with all terms and conditions of this Agreement, LESSEE shall have an option to renew this Agreement with all the same terms and conditions except for rent for additional term of twenty (20) years.

b. RENT:

Rent for the additional term shall be established by an independent appraisal conducted by the COUNTY. If LESSEE does not agree with the rental fee established as a result of the independent appraisal, the option to renew shall be null and void and this lease shall terminate. Adjustments will be based upon the provisions of SECTION 7: ESCALATION.

c. NOTICE:


LESSEE shall give COUNTY at least one hundred twenty (120) days written notice prior to the termination of this lease of its intent to exercise the option to renew.

SECTION 31: ENTIRE LEASE

This LEASE consists of the following: Sections 1 to 31. It constitutes the entire LEASE of the parties on the subject matter hereof and may not be changed, modified, discharged, or extended except by written instrument duly executed by COUNTY and LESSEE.

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

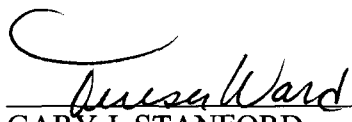
BOARD OF COUNTY COMMISSIONERS
OKALOOSA COUNTY, FLORIDA



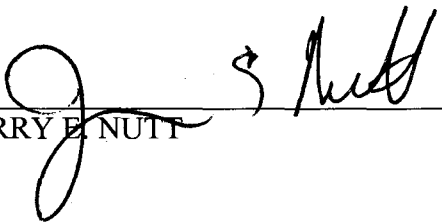
JAMES CAMPBELL
CHAIRMAN



ATTEST:

for 

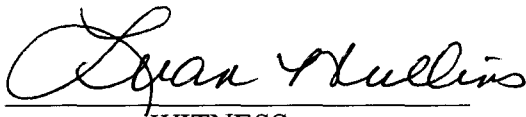
GARY J. STANFORD
DEPUTY CLERK OF CIRCUIT COURT
OKALOOSA COUNTY, FLORIDA



JERRY E. NUTT



WITNESS



WITNESS

ACKNOWLEDGMENTS

STATE OF FLORIDA
COUNTY OF OKALOOSA

Before me, the undersigned officer duly authorized to take acknowledgments in the COUNTY and STATE aforesaid, personally appeared JERRY E. NUTT 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 17th day of August, 2008, AD.

Donna J. Lenning
NOTARY

My Commission expires: 4/28/09

