CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: <u>06/17/2020</u>

Contract/Lease Control #: <u>L08-0334-AP</u>

Procurement#: NA

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

Award To/Lessee: MITCH KAPLAN

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 04/02/2019

Expiration Date: 07/11/2040

Description of: BLOCK 1 LOT 2

Department: AP

Department Monitor: <u>STAGE</u>

Monitor's Telephone #: 850-651-7160

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

Closed:

Cc: BCC RECORDS



CERTIFICATE OF AIRCRAFT INSURANCE

DATE (MMULVYYYY)

02/11/2021

-																			02/11	2021
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ACORD 21 (2016/03)

The ACORD name and logo are registered marks of ACC

CONTRACT#: L08-0334-AP MITCH KAPLAN BLOCK 1/LOT 2 EXPIRES: 07/11/2040

© 2009, 2015 ACORD CORPORATION. All rights reserved.



EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)

01/14/2021

THIS EVIDENCE OF PROPERTY INSURANCE IS ISSUED AS A MATTE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE DOES NO COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDENCE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUC	T AFFIRMATIVELY OR N E OF INSURANCE DOES	EGATIVELY AMEND, NOT CONSTITUTE A	EXTEND OR ALTE	R THE
AGENCY PHONE (A/C, No. Ext): 513-615-9800	COMPANY		•	
Thomas & Company				
P.O. Box 60252	LLOYDS , LONDON	l		
Ft.Myers FL 33906				
FAX E-MAIL (A/C, No): ADDRESS:				
CODE: SUB CODE:				
AGENCY CUSTOMER ID #:				
INSURED	LOANNUMBER		POLICY NUMBER	
Mitchell Kaplan		EVAIR LETTURE :	TC ARG 20 73	
203 Walkedge Dr. S.E.	EFFECTIVE DATE	EXPIRATION DATE	CONTINUE	
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Fort Walton Beach FL 32548	ILI ENOLO FRIOR E			
PROPERTY INFORMATION				
LOCATION/DESCRIPTION				
BLANKET BUILDING AND BUSINESS PERSONAL PROPERTY LOCATED 1001 AIRPORT ROAD BLOCK 1, LOT 2 DESTIN, FL 32541	D A			
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OKALOOSA COUNTY AIRPORTS				
5479 A OLD BETHEL ROAD	AUTHORIZED REPRESENTA	ATIVE		
CRESTVIEW,FL 32536	1 10			
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The ACORD name and logo are registered n

MITCH KAPLAN

DAP BLK 1/ LOT 2 XRERED FM #L190 EXPIRES: 07/24/2049



EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)

01/14/2021

THIS EVIDENCE OF PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDENCE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE ADDITIONAL INTEREST. PHONE (A/C, No. Ext): 513-615-9800 AGENCY Thomas & Company P.O. Box 60252 LLOYDS, LONDON Ft.Myers FL 33906 FAX (A/C, No): CODE SUB CODE: AGENCY CUSTOMER ID #: INSURED LOAN NUMBER POLICY NUMBER Mitchell Kaplan TC ARG 20 73 203 Walkedge Dr. S.E. **EFFECTIVE DATE EXPIRATION DATE** CONTINUED UNTIL TERMINATED IF CHECKED 1/14/2021 1/14/2022 Fort Walton Beach FL 32548 THIS REPLACES PRIOR EVIDENCE DATED: PROPERTY INFORMATION LOCATION/DESCRIPTION BLANKET BUILDING AND BUSINESS PERSONAL PROPERTY LOCATED A 1001 AIRPORT ROAD BLOCK 1, LOT 2 DESTIN, FL 32541 THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. COVERAGE INFORMATION BASIC BROAD X SPECIAL PERILS INSURED COVERAGE / PERILS / FORMS AMOUNT OF INSURANCE DEDUCTIBLE BLANKET PROPERTY \$125,000 \$5,000 10% wind **REMARKS (Including Special Conditions)** 30 DAY NOTIFICATION OF CANCELLATION AND 10 DAY NOTIFICATION OF CANCELLATION DUE TO NON-PAYMENT OF PREMIUM IN ACCORDANCE WITH POLICY PROVISIONS CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. ADDITIONAL INTEREST NAME AND ADDRESS ADDITIONAL INSURED X LOSS PAYEE LÉNDER'S LOSS PAYABLE MORTGAGEE LOAN# OKALOOSA COUNTY AIRPORTS 5479 A OLD BETHEL ROAD **AUTHORIZED REPRESENTATIVE** CRESTVIEW,FL 32536



BOARD OF COUNTY COMMISSIONERS AGENDA REQUEST

DATE:

June 16, 2020

TO:

Honorable Chairman and Distinguished Members of the Board

FROM:

Tracy Stage

SUBJECT:

Mitch Kaplan Hangar Lease Renewal and Amendment

DEPARTMENT:

Airport

BCC DISTRICT:

5

STATEMENT OF ISSUE: The Airports Department requests approval by the Board of County Commissioners for Mitch Kaplan Hangar Lease Renewal and Amendment for Block 1 Lot 2 at the Destin Executive Airport (L08-0334-AP).

BACKGROUND: On April 2, 2019, Mr. Mitch Kaplan, entered into an Assignment of Lease for Hangar Space for Block 1 Lot 2 at the Destin Executive Airport. His current expiration date is July 11, 2020. In accordance with Section 30 of his hangar lease, Mr. Kaplan requests to exercise his renewal option for an additional 20-year term, at this time. Mr. Kaplan is in full compliance with his hangar lease requirements. Mr. Kaplan'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: It is Staff's recommendation that the Board approve Mr. Mitch Kaplan's request to renew his hangar lease as described above.

RECOMMENDED BY:

Tracy Stage, Airport Director

5/27/2020

APPROVED BY:

John Hofstad, County Administrato

6/9/2020

DeRita Mason

From:

Karen Donaldson

Sent:

Friday, March 27, 2020 11:21 AM

To:

DeRita Mason

Subject:

RE: Hangar Lease Renewal and Amendment Kaplan for Coordination

This is approved by risk management for insurance purposes.

Thank you

Karen Donaldson

Karen Donaldson
Public Records and Contracts Specialist
Okaloosa County Risk Management
302 N Wilson Street, Suite 301
Crestview, Fl. 32536
850.683.6207
KDonaldson@myokaloosa.com



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

From: DeRita Mason <dmason@myokaloosa.com>

Sent: Friday, March 27, 2020 10:37 AM

To: Karen Donaldson <kdonaldson@myokaloosa.com>

Subject: FW: Hangar Lease Renewal and Amendment Kaplan for Coordination

DeRita Mason



Patrick Gardner

From:

DeRita Mason

Sent:

Thursday, April 9, 2020 1:29 PM

To:

Patrick Gardner

Cc:

Dave Miner; Allyson Oury

Subject:

FW: Hangar Lease Renewal and Amendment Kaplan for Coordination

Attachments:

img04092020_0001.pdf

Please see attached and below for fully approved amendment.

Thank you,

DeRita Mason



DeRita Mason
Contracts and Lease Coordinator
Okaloosa County Purchasing Department
5479A Old Bethel Road
Crestview, Florida 32536
(850) 689-5960
dmason@myokaloosa.com

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

Sent: Thursday, April 9, 2020 12:58 PM

To: DeRita Mason <dmason@myokaloosa.com>

Cc: Lynn Hoshihara hoshihara@myokaloosa.com; Karen Donaldson kdonaldson@myokaloosa.com;

Subject: RE: Hangar Lease Renewal and Amendment Kaplan for Coordination

L08-0334-AP renewal lease is approved for legal purposes.

Kerry A. Parsons, Esq. Nabors Giblin & Nickerson 1500 Mahan Dr. Ste. 200 Tallahassee, FL 32308 T. (850) 224-4070

Kparsons@ngn-tally.com

The information contained in this e-mail message is intended for the personal and confidential use of the recipient(s) named above. This message and its attachments may be an attorney-client communication and, as such, is privileged and confidential. If the reader of this message is not the intended recipient or an agent responsible for delivering it to the intended recipient, you are hereby notified that you have received this document in error and that any review, dissemination, distribution, or copying of this message is strictly prohibited. If you have received this communication in error, please notify us immediately by telephone or e-mail and delete the original message. Thank you!

From: DeRita Mason < dmason@myokaloosa.com>

Sent: Friday, March 27, 2020 11:16 AM

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

Cc: Lynn Hoshihara < ! Karen Donaldson < kdonaldson@myokaloosa.com > :

Subject: FW: Hangar Lease Renewal and Amendment Kaplan for Coordination

Please review and approve the attached.

Thank you,

DeRita Mason



DeRita Mason
Contracts and Lease Coordinator
Okaloosa County Purchasing Department
5479A Old Bethel Road
Crestview, Florida 32536
(850) 689-5960
dmason@myokaloosa.com

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

From: Dave Miner < dminer@myokaloosa.com >

Sent: Friday, March 27, 2020 9:41 AM

To: DeRita Mason < dmason@myokaloosa.com>

Cc: Allyson Oury aoury@myokaloosa.com>; Patrick Gardner pgardner@myokaloosa.com>

Subject: Hangar Lease Renewal and Amendment Kaplan for Coordination

DeRita:

Please begin the coordination for the attached hangar lease renewal and amendment for Mr. Mitch Kaplan (L08-0334-AP).

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 email 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.





Aircraft Insurance Policy

by U.S. Specialty Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement is issued by U.S. Specialty Insurance Company

Policy number: GA00182516-06

Endorsement number:

Issued to (first Named Insured): Parker Aircraft Sales Inc.

Effective: 02/18/2020

For:

premium of \$

(if no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

ADDITIONAL INSURED STORAGE AND TIE DOWN OF AIRCRAFT

In addition to those already protected under PART THREE - LIABILITY TO OTHERS, this policy will also protect

Okaloosa County 5479 A Old Bethel Road; Crestview, FL 32536

The person or organization named in this endorsement is included as an insured, but only with respect to their ground storage or tie down of your aircraft. Storage or tie down does not include in motion or in flight aircraft operations.

However, no person or organization or employee or agent is an insured under this endorsement for any occurrence arising directly or indirectly out of the act or acts of or while engaged in making, distributing, selling, furnishing, servicing, repairing, renting or leasing any aircraft, aircraft component or product used, or intended for use in or for aircraft.

This endorsement applies to all aircraft covered by your policy unless the following information is completed.

This endorsement applies only to the following aircraft:

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER OR EXTEND ANY OF THE TERMS, CONDITIONS OR AGREEMENTS OF THE POLICY OTHER THAN AS STATED ABOVE.

AIP 1109 (08/10)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement is issued by U.S. Specialty Insurance Company

Policy number: GA00182516-06

Endorsement number: Issued to (first Named Insured): Parker Aircraft Sales Inc

Effective: 02/18/2020

For:

premium of \$

(if no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

CANCELLING YOUR POLICY

In the event this policy is canceled by us, thirty (30) days prior written notice will be mailed or delivered to:

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

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER OR EXTEND ANY OF THE TERMS, CONDITIONS OR AGREEMENTS OF THE POLICY OTHER THAN AS STATED ABOVE.

AIRCRAFT INSURANCE POLICY

COVERAGE IDENTIFICATION PAGE

U. S. SPECIALTY INSURANCE COMPANY

A CAPITAL STOCK COMPANY

ADMINISTRATIVE OFFICES: 13403 NORTHWEST FREEWAY
HOUSTON, TEXAS 77040-6094

YOUR POLICY NUMBER

GA00182516-06

Prior Policy No.

GA00182516-05

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2	YOUR ADDI																
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AIP 1106 (08/10)

Document Number: 1994512 AB

Page 1 of 3

AIRCRAFT INSURANCE POLICY

COVERAGE IDENTIFICATION PAGE

U. S. SPECIALTY INSURANCE COMPANY

■ A CAPITAL STOCK COMPANY ■ ADMINISTRATIVE OFFICES: 13403 NORTHWEST FREEWAY

YOUR POLICY NUMBER

GA00182516-06

ADMINISTR HOUSTON,	ATIVE OFFICES: 13 TEXAS 77040-6094	403 NORTHWEST FREEWAY	Prior Policy No.	GA00182516-05
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AIP 121	0 (01/16)	FLORIDA AMENDATORY ENDO		
AIP 154	3 (08/12)	EXPANSION OF COVERAGE		
AIP 130	1 (08/10)		AMERCE AND ECONOMIC DEVELOPMEN	NT
AIP 140	7 (08/10)	DAMAGED AIRCRAFT-AIRCRAF		4 1
AIP 1109	9 (08/10)		GE AND TIE DOWN OF AIRCRAFT	
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AIP 1106 (08/10)

Document Number: 1994512 AB

Page 2 of 3



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 04/20/2020

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) must have ADDITIONAL INSURED provisions or be endorsed.

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CERTIFICATE OF AIRCRAFT INSURANCE

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AUTHORIZED REPRESENTATIVE

ACORD 27 (2016/03)

NAME AND ADDRESS

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X LOSS PAYEE

LENDER'S LOSS PAYABLE

LOAN#

Dave Miner

From:

Linda Reed <reed.linda.j@gmail.com>

Sent:

Wednesday, February 5, 2020 11:39 AM

To: Subject:

Dave Miner

Attachments:

Kaplan Property Insurance Kaplan EOP for Hangar.pdf

Mr. Miner,

Attached is Evidence of Property Insurance for Mr. Kaplan's hangar. The aircraft renewal is in the process and I will forward a Certificate on that as soon as I receive it.

Please let me know if you require any additional information.

Linda Reed



Ocean Marine Agency, LLC

513-509-9270

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.

CONTRACT#: L08-0334-AP MITCH KAPLAN BLOCK 1 LOT 2 EXPIRES: 07/11/2040

Hangar Lease Agreement Renewal and Amendment With Mitch Kaplan (L08-0334-AP) At The Destin Executive Airport (DTS)

	This	hangar	lease	agreement	is	executed	and	entered	into	this	16	day	of
June			2020	by	and	between, C)kalo	osa Count	y, a p	olitica	subd	ivision	a of
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				Beach, FL 3				,	F				

The Lessor and Lessee, for the consideration herein set forth, agree as follows for this hangar renewal and amendment:

SECTION ONE Leased Property

- 1.1 Lessor does hereby lease certain real property at the Destin Executive Airport (the "Airport"), DTS as indicated in the attached and incorporated Exhibit A, located at Block 1 Lot 2 ("Leased Premises"), to Lessee for the following purposes:
 - a. Hangar Space, to occupy and maintain one (1) hangar storage of an individually-owned/corporate-owned airplane at the Leased Premises. Lessee shall provide written confirmation to the Lessor of proof of ownership of airplane.
 - b. In the event the airplane is sold, damaged, destroyed, etc., Lessee shall have one year to replace the airplane, otherwise this lease shall be voided at the Lessor's discretion.
 - c. Additional aircraft may be stored in the hangar temporarily with proper notice to Lessor provided that proof of required insurance coverage is provided to Lessor.
 - d. No other use is authorized for any portion of the Lease Premises.

SECTION TWO Lease Term

2.1 The new expiration date of this lease will be July 11, 2040. This Lease does not have any additional renewal options and the hangar will become the property of County on this expiration date.

SECTION THREE Rent

3.1 A basic ground lease rent of One Dollar and Fifty Cents (\$1.50) per square foot per year is established for the area occupied by the hangar building, as depicted on Exhibit A. The Lessee shall pay to Lessor at the office of the Airports Director payable to Okaloosa County, Okaloosa County Airports, 1701 State Road 85 North, Suite 1, Eglin AFB, FL 32542-1498, or at such other place as may be designated by Lessor. The ground lease rent for the entire year shall be due and

Page 1 of 22 L08-0334-AP payable in advance of the first day of the Lease period of each year. The Lease includes Two Thousand One Hundred Sixty Eight (2,168) square feet at One Dollar and Fifty Cents (\$1.50) per square foot per year for a total annual cost of Three Thousand Two Hundred Fifty Two Dollars (\$3,252,00), plus tax.

- 3.2 If Lessee fails to pay the ground lease rent within thirty (30) days of billing, Lessee shall then pay interest to the Lessor at the maximum legal allowable rate authorized by the State of Florida. If any rental fee or other charge remains delinquent for a period of ten (10) days after written notice has been given, Lessor shall have the option of terminating this Agreement as set forth in Section twenty-five (25) below.
- 3.3 In addition, Lessee shall pay any and all taxes, assessments, charges, recording and doc fees, costs and expenses that may be due as a result of this Lease, together with all interest and penalties that may accrue thereon. In the event of the failure of Lessee to pay those items, and all other damages, costs, expenses, and sums that Lessor may suffer or incur, or that may become due, by reason of any default of the Lessee of failure by the Lessee to comply with the terms and conditions of this Lease shall be deemed to be additional rent, and in the event of non-payment, Lessor shall have all rights and remedies as herein provided for failure to pay rent.

SECTION FOUR Escalation

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

SECTION FIVE Utilities

5.1 The Lessee agrees to pay all charges for utility services and costs of tap fees, installations, including water, oil/water separation, heat, light, power, sewage and garbage.

SECTION SIX Improvements to Lessor

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

Page 2 of 22 L08-0334-AP

SECTION SEVEN Improvements to Lessor

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

SECTION EIGHT Building, Alterations and Permits

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

SECTION NINE Care of Leased Premises

9.1 Lessee shall keep said hangar and premises neat, clean, and orderly at all times. Hangars located on Airport property shall be used for aeronautical purposes. Lessee is permitted to store non-aeronautical items in the hangar provided the items do not interfere with the aeronautical use of the hangar and or impede the movement or access of the aircraft or other aeronautical contents of the hangar. All petroleum products, solvents, cleaners and flammable material shall be stored in an approved fireproof rated cabinet. Used petroleum products, solvents, cleaners and cleaning materials shall be disposed of both in accordance with all governmental regulations and off Lessor's premises. The Lessee and all individuals associated with the Lessee's business are required to follow all current, future or amended Airport Rules and Regulations.

SECTION TEN Maintenance in Leased Premises

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

SECTION ELEVEN Mechanics' Liens

11.1 Nothing in this Lease shall be deemed or construed in any way as constituting the consent or request of Lessor, expressed or implied, by inference or otherwise, to any contractor,

Page 3 of 22 L08-0334-AP subcontractor, laborer, or materialman for the performance of any labor or the furnishing of any materials for any specific improvement, alteration to, or repair of the Leases Premises or any part thereof, nor as giving Lessee any right, power, or authority to contract for or permit the rendering of any services or the furnishing of any materials that would give rise to the filing of any lien against the Leased Premises, including buildings.

SECTION TWELVE Unlawful or Dangerous Activity

- 12.1 Lessee shall neither use nor occupy the Leased Premises or any part thereof for any unlawful or hazardous business purpose nor operate or conduct its business in a manner constituting a nuisance of any kind. Lessee shall immediately, on discovery of any unlawful or hazardous use, take action to halt such activity, and shall further immediately notify the Airports Director.
- 12.2 Furthermore, Lessee shall not commit or suffer to be committed on said premises, any waste, nuisance or unlawful act.

SECTION THIRTEEN Solid and Hazardous Waste

- A. If lessee is deemed to be a generator of hazardous waste, as defined by Federal, State or local law, Lessee shall obtain a identification number from the U.S. Environmental Protection Agency ("AEPA") and the appropriate generator permit and shall comply with all Federal, State and local laws and regulations promulgated there under, including, but not limited to, ensuring that the transportation, storage, handling and disposal of such hazardous wastes are conducted in full compliance with applicable law.
- B. Lessee agrees to provide County within ten (10) days after the County's request copies of all hazardous waste permit application documentation, permits, monitoring reports, transportation, responses, storage and disposal plans and material safety data sheets prepared or issued in connection with Lessee's use of the Leased Premises.
 - C. Hazardous Substances: The term "Hazardous Substance" means any substance:
 - 1. The presence of which requires or may later require notification, investigation or remediation under any environmental law: or
 - 2. That is or becomes defined as a "hazardous waste", "hazardous material", "hazardous substance", "pollutant" under any environmental law, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. '9601 et seq.), the Resource Conservation and Recovery Act (42 U.S.C. '6901 et seq.) and the associated regulations; or

Page 4 of 22 L08-0334-AP

- 3. That is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic or otherwise hazardous and is or becomes regulated by any governmental County, agency, department, commission, board, agency or instrumentality of the United States, or any political subdivision within any state; or
- 4. The presence of which on the Leased Premises causes or threatens to cause a nuisance on the Leased Premises or to adjacent properties or poses or threatens to pose a hazard to the Leased Premises or to the health or safety of persons on or about the Leased Premises; or
- 5. That contains gasoline, diesel fuel or other petroleum hydrocarbons or volatile organic compounds; or
- 6. That contains polychlorinated biphenyls (PCBs), asbestos or urea formaldehyde foam insulation; or
- 7. That contains or emits radioactive particles, including, without limitation, radon gas.

SECTION FOURTEEN Insurance

14.1 Liability:

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

14.2 Property:

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

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

Page 5 of 22 L08-0334-AP Okaloosa County shall be listed as a loss payee on all property insurance policies.

14.3 All public liability and aircraft liability coverage shall be endorsed to include Okaloosa County as Additional Insured. In addition, all insurance policies shall contain a clause to provide thirty (30) days prior written notice to Okaloosa County for any changes, cancellations or non-renewal of the policy, with the exception of ten (10) day notice for cancellation due to non-payment of premium. Prior to occupying the Leased Premises and annually upon renewal, LESSEE shall furnish COUNTY a Certificate of Insurance evidencing all required insurance. The Certificate(s) of Insurance shall be delivered to Okaloosa County BOCC, 302 Wilson Street, Suite 301, Crestview, FL 32536 and a copy to Okaloosa County Airports. On request, LESSEE shall deliver an exact copy of the policy or policies including all endorsements.

SECTION FIFTEEN Hold Harmless

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

SECTION SIXTEEN Prohibited Activity

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

SECTION SEVENTEEN Commercial Activity

17.1 No commercial activity of any nature or kind is allowed on the leased premises.

SECTION EIGHTEEN Non-Discrimination

18.1 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) the Lessee shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, 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, Lessor shall have the right to terminate the lease and to renter 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 NINETEEN Indemnification

- 19.1 Lessee agrees to indemnify Lessor against all expenses, liabilities, and claims of every kind, including reasonable counsel fees, by or on behalf of any person or entity arising out of either:
 - a. A failure by Lessee to perform any of the terms and conditions of this Lease.
 - b. Any injury or damage happening on or about the Lessor's property resulting from the Lessee's occupancy, operations, or use of the Leased Premises.
 - c. Failure to comply with any law of any governmental authority having jurisdiction,
 - d. Any mechanics' lien or security interest filed against the Lessor's property or any equipment installed or caused to be install by Lessee at the Leased Premises, or any materials used or caused to be used by Lessee on or at the Leased Premises, or any work done or caused to be done by Lessee at the Leased Premises for any purpose.

SECTION TWENTY Easements, Agreements, or Encumbrances

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

SECTION TWENTY-ONE Liability; Risk of Loss

- 21.1 Lessee shall be in exclusive control and possession of the Leased Premises and Lessor shall not be liable for any injury or damages to any property or to any person on or about the Leased Premises or any property of Lessee. Lessor has the right to inspect the Leased Premises at any time upon reasonable notice. The provisions herein permitting Lessor to enter and inspect the Leased Premises are made to ensure that Lessee is in compliance with the terms and conditions hereof and make repairs that Lessee has failed to make or are necessary as a consequence of a repair that was necessary that was outside the responsibility of Lessee. Lessor shall not be liable to Lessee for any entry on the premises for inspection or necessary repair purposes.
- 21.2 Lessee assumes the risk of loss or damage to the hangar and its contents, whether form windstorm, fire, earthquake, or any other cause whatsoever.

Page 7 of 22 L08-0334-AP 21.3 The damage, destruction, or partial destruction of any permanent building or other improvement which is part of the Leased Premises shall not release Lessee from any obligations hereunder not shall it cause a rebate or an abatement in rent then due or thereafter becoming due under the terms hereof. In case of damage to or destruction of any such building or improvement, Lessee shall at its own expense, promptly repair and restore the property to a condition as good or better than that existed prior to the damage or destruction.

SECTION TWENTY-TWO Representations by Lessor

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

SECTION TWENTY-THREE Rights of Lessor

- 23.1 It is understood and agreed that Lessor may, in connection with future development of the Airport, require the space hereinabove for permanent buildings and/or other development. In such case, Lessor shall give written notice to Lessee. After thirty (30) days from said written notice, Lessor shall have the right at Lessor's expense, to remove said hangar and erect it at a different location at the Airport as designated in writing by Lessor, provided that the new location is reasonably, feasible, and accessible to the taxiways and runways.
- 23.2 Lessor reserves itself, its successors, and assigns for the use and benefits of the public, a right of flight for the passage or aircraft in the airspace above the surface of the real property hereinafter described together with the right to cause in said airspace such noises as may be inherent in the operations of aircraft, now known or hereafter used for navigation of or flight in the airspace, and for use of the airspace for landing on, taking off from, or operating on the Airport.
- 23.3 Lessee expressly agrees for itself, its successors, and assigns to prevent any use of the Leased Premises, which would interfere with or adversely affect the operation or maintenance of the Airport, or otherwise constitute an airport hazard.
- 23.4 Lessee expressly agrees for itself, its successors, and assigns, to restrict the height of structures, objects, of natural growth, and other obstructions on the Leased Premises to such height so as to comply with the Federal Aviation Regulations, Part 77.

SECTION TWENTY-FOUR Waivers

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

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SECTION TWENTY-FIVE Notice

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

As to Lessor:

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

As to Lessee:

Mitch Kaplan 203 Walkedge Drive Ft. Walton Beach, FL 32548

SECTION TWENTY--SIX Assignment or Sublease

- 26.1 All subsequent transfers and assignments of any interest, including mortgages thereon, require written approval in advance by the Lessor and payment of Approval Fee of ONE THOUSAND (\$1,000.00) dollars. During the entire term of the lease, to include renewals, the ground lease rent fee will transfer at the same rate as the current lessee at the time of the assignment, and continue to be adjusted annually in accordance with the escalation clause in Section Four. Lessee shall have thirty (30) days to exercise a right of transfer or assign. Otherwise, the transfer or assignment shall not be approved and the ONE THOUSAND (\$1,000.00) DOLLAR approval fee shall be refunded.
- 26.2 Except as hereinabove set out, the Leased Premises may not be sublet, in whole or in part, and Lessee shall not assign this Lease or any portion of this Lease at any given time without prior written consent of Lessor.
- 26.3 Lessee agrees that upon assignment of this Lease by Lessee, Lessor shall have the right to inspect the leased premises and require that the hangar and property be repaired or restored to the condition that it existed upon execution hereof.

SECTION TWENTY-SEVEN Rights of Entry Reserved

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

SECTION TWENTY-EIGHT Termination of the Lease

28.1 The Lessor may terminate this Lease for convenience and be released from all obligations thereunder by providing Lessee with ninety (90) days written notice.

SECTION TWENTY-NINE Compliance with Governmental Procedures

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

SECTION THIRTY Surrender of Possession

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

SECTION THIRTY-ONE Default or Breach

- 31.1 Each of the following events shall constitute a default or breach of this Lease by Lessee:
 - a. If Lessee or any successor or assignee of Lessee while in possession shall file a petition in bankruptcy or insolvency or for reorganization under any bankruptcy act, or shall voluntarily take advantage of any such act by answer or otherwise or shall make an assignment for the benefit of creditors.
 - b. If voluntary proceedings under any bankruptcy law or insolvency act shall be instituted against Lessee or if a receiver or trustee shall be appointed of all or substantially all of the property of Lessee, and such proceedings shall not be dismissed or the receivership or trusteeship vacated within Sixty (60) days after the institution or appointment.

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- c. If Lessee shall fail to pay Lessor any rent, or additional rent required hereunder when such becomes due and shall not make the payment within ten (10) days after notice thereof by Lessor to Lessee.
- d. If Lessee shall fail to perform or comply with any of the conditions of this Lease and if the nonperformance shall continue for a period of Fifteen (15) days after notice thereof by Lessor to Lessee or, if the performance cannot be reasonably had within the fifteen (15) day period, Lessee shall not in good faith have commences performance within the Fifteen (15) day period and shall not diligently proceed to completion of performance. Whether lessee diligently proceeded shall be determined at the sole discretion of the Lessor.
- e. If the Lessee fails to maintain in full force and affect the insurance coverage required pursuant to Section Fourteen (14) or fails to name Lessor as an additional insured on such insurance policies.
- f. If Lessee shall vacate or abandon the Leased Premises.
- g. If the Lease or the estate of Lessee hereunder shall be transferred to or shall pass to or devolve on any other person or party, except in the manner herein permitted.
- h. If the Lessee fails to take possession of the Leased Premises on the term commencement date or within ten days after notice that the Leased Premises are available for occupancy, if the term commencement date is not fixed herein or shall be deferred as herein provided.

SECTION THIRTY-TWO Effect of Default

- 32.1 In the event of any default hereunder, as set forth in Section Twenty-Eight (28) the rights or Lessor shall be as follows:
 - a. Lessor shall have the right to cancel and terminate this Lease, as well as all of the rights, title, and interest of Lessee hereunder, by giving to Lessee not less than Fifteen (15) days' notice of the cancellation and termination. On expiration of the time fixed in the notice, this Lease and the right, title, and interest of Lessee hereunder shall terminate in the same manner and with the same force and effect, except as to Lessee's liability, as if the date fixed in the notice of cancellation and termination were the end of the term herein originally determined.
 - b. Lessor may elect, but shall not be obligated, to make any payment required of Lessee herein or comply with any agreement, term, or condition required hereby to be performed by Lessee, and Lessor shall have the right to enter the demised premises for the purpose of correcting or remedying any such default to remain until the default has been corrected and remedied, but any expenditure for the correction by Lessor shall not be deemed to waive or release the default of Lessee or the right of Lessor to take any action as may be otherwise permissible hereunder in the case of any default.

- c. Lessor may re-enter the premises immediately and remove the property of Lessee, and store and dispose of the property in accordance with chapter 705, Florida Statutes.
- d. Lessor shall have any other remedy available by law.

SECTION THIRTY-THREE Entire Lease; Applicable to Successors

33.1 This Lease contains the entire agreement between the parties and cannot be changed except by written instruments subsequently executed by the parties hereto. This Lease and the terms and conditions hereof apply to and are binding on the heirs, legal representatives, successors, and assigns of both parties.

SECTION THIRTY-FOUR Applicable Law and Venue

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

SECTION THIRTY-FIVE Construction and Application of Terms

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

SECTION THIRTY-SIX Federal Requirements

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

(The remainder of this page intentionally left blank)

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

OKALOOSA COUNTY, FLORIDA

Robert A. "Trey" Goodwin III Chairman, Board of County Commissioners

J. D. Peacock II

Clerk of Circuit Court

Mitch Kaplan
Date: 10 Apr 2020

WITNESS WITNESS

ACKNOWLEDGEMENTS

STATE OF Florida COUNTY OF Klatton
The foregoing instrument was acknowledged before me by means orphysical presence oronline notarization, this by MITCH KAPLAN. He is personally known to me or has produced FLas identification
Sworn and subscribed before me this 10 day of April , 2020
DEAN'S SCHELLHASE NOTARY (Signature) Notary Public No. GG342422 Notary Public No. GG342422 NOTARY (Signature) Dean S. Shellhase NOTARY (Printed Name)
Commission Number: <u>66-342422</u>

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Exhibit A Leased Premises Legal Description and Map

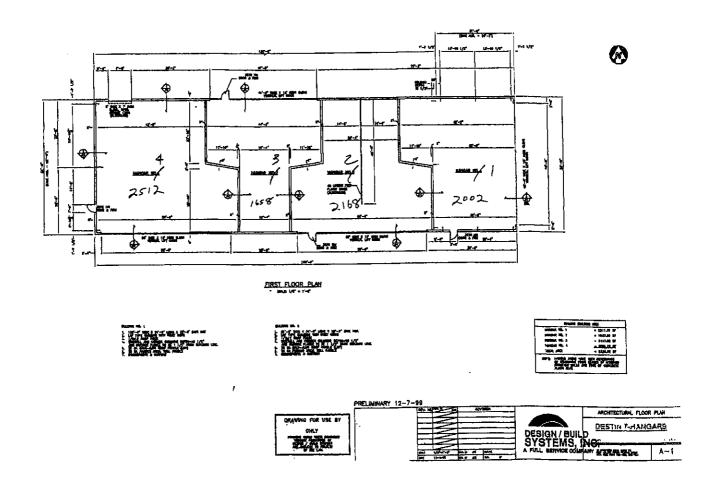


Exhibit "B" General Civil Rights Provisions

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:

Section 15 the property of the contract of the

- 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

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- 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.

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- (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,

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- 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

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- 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.

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- 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-

 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

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Exhibit "C" **Public Records**

Public Records

IF THE LICENSEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE LICENSEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT OKALOOSA COUNTY RISK MANAGEMENT DEPARTMENT, 302 NORTH WILSON STREET, SUITE 301, CRESTVIEW, FL 32536 PHONE: (850) 689-5977 riskinfo@co.okaloosa.fl.us.

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

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

2. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119 Florida Statutes or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the lease term and following completion of the lease if the Lessee does not transfer the

records to the County.

4. Upon completion of the lease, transfer, at no cost, to the County all public records in possession of the Lessee or keep and maintain public records required by the County to perform the service. If the Lessee transfers all public records to the public agency upon completion of the lease, the Lessee shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Lessee keeps and maintains public records upon completion of the contract, the Lessee shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to the public agency, upon the request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date:

04/03/2019

Contract/Lease Control #: L08-0334-AP

Procurement#:

<u>NA</u>

Contract/Lease Type:

<u>LEASE</u>

Award To/Lessee:

MITCH KAPLAN

Owner/Lessor:

OKALOOSA COUNTY

Effective Date:

04/02/2019

Expiration Date:

07/11/2020

Description of

Contract/Lease:

BLOCK 1 LOT 2

Department:

<u>AP</u>

Department Monitor:

<u>STAGE</u>

Monitor's Telephone #:

850-651-7160

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

Closed:

Cc:

Finance Department Contracts & Grants Office

PROCUREMENT/CONTRACT/LEASE INTERNAL COORDINATION SHEET

Procurement/Contract/Lease N	Tracking Number: 3192-10
I .	e Name: John J. My Grant Funded: YES_NO_X
Purpose: Adl Rom 7	msto kylan
Date/Term: 1-11-20	1. ☐ GREATER THAN \$100,000
Amount:	2. GREATER THAN \$50,000
Department: Any 11/15	3. \$50,000 OR LESS
Dept. Monitor Name: Stay	
	Purchasing Review
Procurement or Contract/Lease	requirements are met: Date: 11-17-18
Purchasing Manager or designe	
2	CFR Compliance Review (if required)
Approved as written:	m setral &
Grants Coordinator	Date: Danielle Garcia
	Risk Management Review
Approved as written:	Se inail artache
Risk Manager or designee	Date: 16 / 10 Laura Porter or Krystal King
	County Attorney Review
Approved as written:	SU IN all Ottable
County Attorney	Gregory T. Stewart, Lynn Hoshihara, Kerry Parsons or Designee
Fol	lowing Okaloosa County approval:
Document has been received:	Clerk Finance
Documenting Deet Hecelyed.	~ .
Finance Manager or designee	Date:

DeRita Mason

From:

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

Sent:

Saturday, December 01, 2018 4:12 PM

To:

DeRita Mason

Cc:

Lynn Hoshihara; Dave Miner

Subject: RE: AOL Tringas to Kaplan for Coordination

The last page is blank and you may want to delete it. Otherwise, this is approved for legal and risk purposes. I do not need to see this again.

From: DeRita Mason [mailto:dmason@myokaloosa.com]

Sent: Tuesday, November 27, 2018 8:45 AM

To: Parsons, Kerry **Cc:** Lynn Hoshihara

Subject: FW: AOL Tringas to Kaplan for Coordination

Please review and approve.

Thank you,

DeRita

From: Dave Miner

Sent: Monday, November 26, 2018 4:48 PM
To: DeRita Mason < dmason@myokaloosa.com>
Cc: Allyson Oury < aoury@myokaloosa.com>
Subject: AOL Tringas to Kaplan for Coordination

DeRita:

Attached is an AOL from Tringas to Kaplan for coordination. Thank you.

Dave

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

[&]quot;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 email communication, including your e-mail address, may be subject to public disclosure."

Dave Miner

From:

Karen Donaldson

Sent:

Friday, February 8, 2019 1:38 PM

To:

Dave Miner

Subject:

RE: COI Kaplan for Compliance

Okay. I think we are good on this one. The insurance meets the requirements of the lease.

You have a good weekend Dave.

Karen Donaldson

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



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

From: Dave Miner <dminer@myokaloosa.com>

Sent: Friday, February 8, 2019 1:34 PM

To: Karen Donaldson < kdonaldson@myokaloosa.com>

Subject: RE: COI Kaplan for Compliance

The planes are listed in the name of Parker Aircraft Sales.

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 email communication, including your e-mail address, may be subject to public disclosure."

From: Karen Donaldson < kdonaldson@myokaloosa.com >

Sent: Friday, February 8, 2019 1:30 PM
To: Dave Miner dminer@myokaloosa.com
Subject: RE: COI Kaplan for Compliance

Okay. Are the planes in his name or the name of the company?

Rosen Donaldson

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



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From: Dave Miner <dminer@myokaloosa.com>

Sent: Friday, February 8, 2019 1:24 PM

To: Karen Donaldson < kdonaldson@myokaloosa.com >

Subject: RE: COI Kaplan for Compliance

No for Parker just Kaplan. Mr. Kaplan owns Parker Aircraft Sales.

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 email communication, including your e-mail address, may be subject to public disclosure."

From: Karen Donaldson < kdonaldson@myokaloosa.com >

Sent: Friday, February 8, 2019 12:55 PM
To: Dave Miner < dminer@myokaloosa.com >
Subject: RE: COI Kaplan for Compliance

Dave

These look good. I do have one question though. Is the lease going to include Parker Aircraft Sales Inc and Mr Kaplan on it?

Karen Donaldson

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



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

From: Dave Miner < dminer@myokaloosa.com>

Sent: Friday, February 8, 2019 12:25 PM

To: Karen Donaldson < kdonaldson@myokaloosa.com >

Subject: RE: COI Kaplan for Compliance

Karen:

Correct lease number, Mr. Tringas is assigning his lease to Mr. Kaplan. Thanks for checking.

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 email communication, including your e-mail address, may be subject to public disclosure."

From: Karen Donaldson < kdonaldson@myokaloosa.com >

Sent: Friday, February 8, 2019 12:23 PM
To: Dave Miner dminer@myokaloosa.com
Subject: RE: COI Kaplan for Compliance

Dave

The lease number you provided is for John J Tringas. Can you double check that number for me.

Thanks

Karen Donaldson

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



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

From: Dave Miner < dminer@myokaloosa.com>
Sent: Thursday, February 7, 2019 1:37 PM

To: Karen Donaldson < kdonaldson@myokaloosa.com >

Cc: Allyson Oury <aoury@myokaloosa.com>

Subject: COI Kaplan for Compliance

Karen:

Please review the attached COIs for Mitch Kaplan assignment of lease to (LO8-0334-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

"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 email communication, including your e-mail address, may be subject to public disclosure."



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 02/06/2019

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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 Ileu of such endorsement(s). CONTACT PRODUCER PHONE (A/C, No, Ext): E-MAIL FAX (A/C, No): Parrish-Oneill & Associates, Inc. P.O. Box 349 ADDRESS INSURER(S) AFFORDING COVERAGE NAIC# INSURER A: U.S.Specialty Insurance Company OH 43050 Mount Vernon INSURED INSURER 8 : Parker Aircraft INSURER C: Mitch Kaplan INSURER D : 203 Walkedge Drive INSURER E: FL 32548 Fort Walton Beach INSURER F **COVERAGES CERTIFICATE NUMBER:** REVISION NUMBER: THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. ADDL SUBR POLICY EFF POLICY EXP
(MM/DD/YYYY) (MM/DD/YYYY) LIMITS **TYPE OF INSURANCE POLICY NUMBER** COMMERCIAL GENERAL LIABILITY 1,000,000 **EACH OCCURRENCE** DAMAGE TO RENTED CLAIMS-MADE OCCUR PREMISES (Ea occurrence) Х GA00182516-05 2/18/19 2/18/20 Α Aircraft MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE GEN'L AGGREGATE LIMIT APPLIES PER: PRO-PRODUCTS - COMP/OP AGG POLICY | \$ OTHER: COMBINED SINGLE LIMIT (Ea accident) **AUTOMOBILE LIABILITY** ANY AUTO BODILY INJURY (Per person) \$ OWNED AUTOS ONLY HIRED SCHEDULED **BODILY INJURY (Per accident)** \$ AUTOS NON-OWNED PROPERTY DAMAGE **AUTOS ONLY** (Per accident) AUTOS ONLY \$ UMBRELLA LIAB **EACH OCCURRENCE** OCCUR **EXCESS LIAB** AGGREGATE CLAIMS-MADE RETENTION \$ WORKERS COMPENSATION PER STATUTE AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? E.L. EACH ACCIDENT N/A E.L. DISEASE - EA EMPLOYEE \$ (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below 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 IS INCLUDED AS AN ADDITIONAL INSURED IN THE EVENT THIS POLICY IS CANCELED BY US, (30) DAYS PRIOR WRITTEN NOTICE WILL BE MAILED OR DELIVERED TO CERTIFICATE HOLDER AND ADDITIONAL INSURED CERTIFICATE HOLDER CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE OKALOOSA COUNTY THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. 5479 A OLD BETHEL ROAD CRESTVIEW, FL 32536 AUTHORIZED REPRESENTATIVE



DATE (MM/DD/YYYY)

01/28/2019

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Crestview, FL 32536



DATE (MM/DD/YYYY)

01/28/2019

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DATE (MM/DD/YYYY)

01/28/2019

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ACORD 21 (2016/03)

Crestview, FL 32536

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement is issued by U.S. Specialty Insurance Company

Policy number: GA00182516-05

Endorsement number:

Issued to (first Named Insured): Parker Aircraft Sales Inc

Effective: 02/18/2019

For:

premium of \$

(if no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

CANCELLING YOUR POLICY

In the event this policy is canceled by us, thirty (30) days prior written notice will be mailed or delivered to:

Okaloosa County 5479 A Old Bethel Road; Crestview, FL 32536

Page 1 of 1 AIP 1031 (08/10)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement is issued by U.S. Specialty Insurance Company

Policy number: GA00182516-05

Endorsement number:

Issued to (first Named Insured): Parker Aircraft Sales Inc

Effective: 02/18/2019

For:

premium of \$

(if no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

ADDITIONAL INSURED STORAGE AND TIE DOWN OF AIRCRAFT

In addition to those already protected under PART THREE - LIABILITY TO OTHERS, this policy will also protect

Okaloosa County 5479 A Old Bethel Road; Crestview, FL 32536

The person or organization named in this endorsement is included as an insured, but only with respect to their ground storage or tie down of your aircraft. Storage or tie down does not include in motion or in flight aircraft operations.

However, no person or organization or employee or agent is an insured under this endorsement for any occurrence arising directly or indirectly out of the act or acts of or while engaged in making, distributing, selling, furnishing, servicing, repairing, renting or leasing any aircraft, aircraft component or product used, or intended for use in or for aircraft.

This endorsement applies to all aircraft covered by your policy unless the following information is completed.

This endorsement applies only to the following aircraft:

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER OR EXTEND ANY OF THE TERMS, CONDITIONS OR AGREEMENTS OF THE POLICY OTHER THAN AS STATED ABOVE.

AIP 1109 (08/10) Page 1 of 1

EVIDENCE OF PROPERTY INSURANCE ISSUE DATE 01/14/19 THIS IS EVIDENCE THAT INSURANCE AS IDENTIFIED BELOW HAS BEEN ISSUED, IS IN FORCE, AND CONVEYS ALL THE RIGHTS AND PRIVILEGES AFFORDED UNDER THE POLICY. PRODUCER COMPANY THOMAS & COMPANY P.O. BOX 60252 Underwriters At Lloyd's, London FT. MYERS, FL 33906 239-931-7171 INSURED LOAN NUMBER **POLICY NUMBER** Mitchell Kaplan TC ARG 18 15 203 Walkedge Dr. S.E. **EFFECTIVE EXPIRATION DATE** Ft. Walton Beach, FL 32548 CONTINUED UNTIL TERMINATED IF CHECKED 01/14/19 01/14/20 THIS REPLACES PRIOR EVIDENCE DATED; PROPERTY INFORMATION LOCATION/DESCRIPTION Destin Executive Airport 1001 Airport Rd. Block 1, Lot 2 Destin, FL 32541 COVERAGE INFORMATION COVERAGE/PERILS/FORMS AMOUNT OF INSURANCE DEDUCTIBLE Blanket Buildings & Business Personal Property \$5,000 Aop \$125,000. 10% Wind & Hail 80% Coinsurance Replacement Cost Special Form Including Windstorm REMARKS (Including Special Conditions) CANCELLATION THE POLICY IS SUBJECT TO THE PREMIUMS, FORMS, AND RULES IN EFFECT FOR EACH POLICY PERIOD. SHOULD THE POLICY BE TERMINATED, THE COMPANY WILL GIVE THE ADDITIONAL INTEREST IDENTIFIED BELOW 30 DAYS WRITTEN NOTICE, AND WILL SEND NOTIFICATION OF ANY CHANGES TO THE POLICY THAT WOULD AFFECT THAT INTEREST, IN ACCORDANCE WITH THE POLICY PROVISIONS OR AS REQUIRED BY LAW. **ADDITIONAL INTEREST** NAME AND ADDRESS ADDITIONAL INSURED MORTGAGEE Okaloosa County Airports X LOSS PAYEE ATIMA 5479 A Old Bethel Road LOAN NUMBER Crestview, FL 32536 AUTHORIZED REPRESENTATIVE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 02/06/2019

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lf th	SUBROGATION IS WAIVED, subject is certificate does not confer rights t	to the	e ter certi	ms and conditions of th ficate holder in lieu of su	uch end	dorsement(s)	olicies may r).	equire an endorsement.	A st	atement on			
PRO	DUCER				CONTAI NAME:								
	rrish-Oneill & Associates, Inc.). Box 349				PHONE FAX (A/C, No, Ext): (A/C, No):								
۲.	7. DUA 348				ADDRE		IIDED(S) ACCOU	DING COVERAGE		NAIC#			
MA	unt Vernon			OH 43050	INSURER(S) AFFORDING COVERAGE NAIC # INSURER A: U.S.Specialty Insurance Company								
INSU				OI1 73000			wany moulai	100 Odnipany					
,	Parker Aircraft				INSURER B: INSURER C:								
	Mitch Kaplan												
	203 Walkedge Drive				INSURE								
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AUTHORIZED REPRESENTATIVE



DATE (MM/DD/YYYY)

03/28/2018

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Crestview, FL 32536

AUTHORIZED REPRESENTATIVE

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DATE (MM/DD/YYYY)

03/28/2018

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DATE (MM/DD/YYYY)

03/28/2018

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Certificate Holder is included as an Additional Insured.

Certificate Holder is included as an Additional Insured.

CERTIFICATE HOLDER

CANCELLATION

Okaloosa County 5479 A Old Bethel Road Crestview, FL 32536 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement is issued by U.S. Specialty Insurance Company

Policy number: GA00182516-04

Endorsement number:

Issued to (first Named Insured): Parker Aircraft Sales Inc

Effective: 03/28/2018

For:

premium of \$

(if no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

CANCELLING YOUR POLICY

In the event this policy is canceled by us, thirty (30) days prior written notice will be mailed or delivered to:

Okaloosa County 5479 A Old Bethel Road; Crestview, FL 32536

Page 1 of 1 AIP 1031 (08/10)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement is issued by U.S. Specialty Insurance Company

Policy number: GA00182516-04

Endorsement number:

Issued to (first Named Insured): Parker Aircraft Sales Inc

Effective: 03/28/2018

For:

premium of \$

(if no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

ADDITIONAL INSURED STORAGE AND TIE DOWN OF AIRCRAFT

In addition to those already protected under PART THREE - LIABILITY TO OTHERS, this policy will also protect

Okaloosa County 5479 A Old Bethel Road; Crestview, FL 32536

The person or organization named in this endorsement is included as an insured, but only with respect to their ground storage or tie down of your aircraft. Storage or tie down does not include in motion or in flight aircraft operations.

However, no person or organization or employee or agent is an insured under this endorsement for any occurrence arising directly or indirectly out of the act or acts of or while engaged in making, distributing, selling, furnishing, servicing, repairing, renting or leasing any aircraft, aircraft component or product used, or intended for use in or for aircraft.

This endorsement applies to all aircraft covered by your policy unless the following information is completed.

This endorsement applies only to the following aircraft:

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER OR EXTEND ANY OF THE TERMS, CONDITIONS OR AGREEMENTS OF THE POLICY OTHER THAN AS STATED ABOVE.

Page 1 of 1 AIP 1109 (08/10)

CONTRACT#: L08-0334-AP MITCH KAPLAN BLOCK 1 LOT 2

EXPIRES: 07/11/2020

CONSENT TO ASSIGNMENT OF LEASE AND AMENDMENT L08-0334-AP JOHN J. TRINGAS HANGAR LEASE AT THE DESTIN EXECUTIVE AIRPORT

	This Consent to A	ssignment of Le	ase and A	mendmer	nt, made	and entered	into this	2nd
day of	April		, hereby	approves	of the a	ssignment	and ame	ndment
betwee	n John J. Tringas (ʻ	'Lessee'') and M	litch Kapl	an ("Assig	gnee"), ai	nd Okaloosa	a County,	Florida
through	n its Board of Cour	nty Commission	ers (herei	nafter the	"County	").		

WITNESSETH:

WHEREAS, the County entered into an Assignment of Lease Agreement, L08-0334-AP with John J. Tringas on March 25, 2002 with a current expiration date of July 11, 2020 for Block 1 Lot 2; and

WHEREAS, Lessee desires an Assignment of Lease from John J. Tringas to Mitch Kaplan; and

WHEREAS, in accordance with Section 14 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, 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 14 of L08-0334-AP, the County hereby consents to this Assignment of the Lessee interest of John J. Tringas to Mitch Kaplan.
- 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

L08-0334-AP is hereby amended as follows:

1. Section 2 titled "Aircraft Ownership", is deleted and replaced as follows:

Page 1 of 6 L08-0334-AP

Airplane Ownership

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

2. Section 6a 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 7. The ground lease and applicable sales tax will be billed annually, in advance, and is payable to Okaloosa County. Okaloosa County Airports, 1701 State Road 85 North, Suite 1, Eglin AFB, Florida 32542-1498. This lease includes TWO THOUSAND ONE HUNDRED SIXTY EIGHT (2,168) square feet at (\$.76254) per square foot per year for a total annual cost of (\$1,752.38) plus tax.

3. Section 7 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).

4. Section 13 titled "Taxes", is deleted and replaced as follows:

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

5. Section 14 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.

6. Section 18c under Section 18 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.

7. Section 19 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: Mitch Kaplan, 203 Walkedge Drive, Ft. Walton Beach, FL 32548.

8. Section 27 titled "Place of Payments", is hereby deleted and replaced as follows:

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

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

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

OKALOOSA COUNTY, FLORIDA

Charles K. Windes, Jr.

Graham W. Fountain

Chairman, Board of County Commissioners

SMAL.

Date:

ATTEST:

J.D. Peacock'II Clerk of Circuit Court

LESSEE

	- X2	
	John J. Tringas Date: /-/579	
	Date: /-/579	
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ATTEST:

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Witness

Witness

ACKNOWLEDGMENTS

STATE OF Florida
COUNTY OF OKOLOGO

Before me, the undersigned officer duly authorized to take acknowledgments in the COUNTY and STATE aforesaid, personally appeared JOHN J. TRINGAS 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.

ASSIGNEE

0	15	
Mitch K	Laplan ,	
Date:	1/15/19	

ATTEST:

Witness

Witness

ACKNOWLEDGMENTS

STATE OF Florida COUNTY OF OKalosa

Before me, the undersigned officer duly authorized to take acknowledgments in the COUNTY and STATE aforesaid, personally appeared MITCH KAPLAN 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 15 day of January 2018, AD

DONNA JACKSON

MY COMMISSION # GG078291

EXPIRES March 24, 2021

My Commission Expires:

Page 6 of 6 L08-0334-AP

EXHIBIT B

CONTRACT & LEASE AGREEMENT CONTROL FORM

Date: 9/15/2008

Contract/Lease Control #: L08-0334-AP12-160

Bid #: N/A

Contract/Lease Type: REVENUE

Award to/Lessee: JOHN TRINGAS

Lessor:

Effective Date:

9/2/2008

Amount: \$17,688

Term/Expires: 7/11/2020

Description of Contract/Lease: DAP BLOCK 1/LOT 2

Department Manager: AIRPORTS

Department Monitor: G. DONOVAN

Monitor's Telephone #: 651-7160

Monitor's Fax #: 651-7164

Date Closed:

AMENDMENT TO HANGAR LEASE L08-0334-AP

JOHN J. TRINGAS HANGAR LEASE AT THE DESTIN EXECUTIVE AIRPORT

This Amendment made and entered into this <u>21st</u> day of <u>August</u>, <u>2018</u>, hereby approves this Amendment for lease L08-0334-AP by John J. Tringas ("Lessee"), and Okaloosa County, Florida through its Board of County Commissioners (hereinafter the "County").

WITNESSETH:

WHEREAS, on March 25, 2002, Lessee has a current Lease Agreement, L08-0334-AP with the County for Hangar Space at the Destin Executive Airport with a current expiration date of July 11, 2020 (hereinafter the "Lease"); and

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

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

WHEREAS, the County as a recipient of federal assistance is required to incorporate specific provisions in leases. These provisions are being incorporated in this amendment as listed in Exhibit "A"; 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 as follows:

1. Section 2 titled "Aircraft Ownership" of L08-0334-AP is hereby replaced in its entirety with the following provision:

The Aircraft assigned to the Leased Premises must be identified in this Lease agreement as set forth in Exhibit "B", attached hereto and incorporated herein. The assigned aircraft is the only aircraft permitted under this Lease Agreement to be stored pursuant to this Agreement. In the event Lessee is granted prior written permission to store substitute or additional aircraft on the Premises, Lessee shall provide to the Airport all information for such substitute or additional aircraft as set forth in Exhibit "B" plus proof of required insurance coverage provided to County, prior to any aircraft being stored on the Premises. All provisions of this Lease Agreement applicable to the original aircraft shall also apply to the substitute or additional aircraft. Failure to provide such information prior to any

Page 1 of 10 L08-0334-AP LEASE#: L08-0334-AP JOHN TRINGAS DAP BLOCK 1/LOT 2 EXPIRES: 07/11/2020 storage of the substitute or additional aircraft shall be deemed a material breach of this Lease.

2. Section 11 titled "Care of Leased Premises" of L08-0334-AP is hereby replaced in its entirety with the following provision:

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

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

(The remainder of this page intentionally left blank)

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

OKALOOSA COUNTY, FLORIDA

Graham W. Fountain

Chairman, Board of County Commissioners

Date:

ATTEST:

J.D. Peagock II

Clerk of Circuit Court

LESSEE

John J. Tringas
Date: 7/14/18
ATTEST:
Witness Witness
A CHANCINI DD CLATRIMA
<u>ACKNOWLEDGMENTS</u>
Before me, the undersigned officer duly authorized to take acknowledgments in the COUNTY and STATE aforesaid, personally appeared JOHN J. TRINGAS who, under oath, eposes 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, day of, 2018, AD.
JOSHUA M. CRAGIN MY COMMISSION # GG 003856 EXPIRES: June 20, 2020 Bonded Thru Notary Public Underwriters My Commission Expires:

Exhibit "A"

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 Okaloosa County 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 Okaloosa County or any transferee retains ownership or possession of the property.
- 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, Okaloosa County will there upon revert to and vest in and become the absolute property of Okaloosa County and its assigns.*

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this lease, 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 subcontractor's 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 contract, 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 contract award or within thirty (30) days after assignment to the contract, 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 Airline'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 Contractors.

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

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

Exhibit "B"

LEASED PREMISES AIRCRAFT INFORMATION

LESSEE NAME	John J. Tringas
DTS Block 1 Lot 2	
Aircraft Manufacturer	Beech
Aircraft Model	A36
Aircraft Year	Not Listed
Aircraft N-Number	N6536N
Aircraft Registered Owner	Air Lark
Remarks	N/A
,	

Page 10 of 10 L08-0334-AP

PROCUREMENT/CONTRACT/LEASE INTERNAL COORDINATION SHEET

Procurement/Contract/Lease Number: <u>408-0334-AP</u> Tracking Number: <u>217</u> 6	1-18
Procurement/Contractor/Lessee Name: 50hd 5. Tringas Grant Funded: YES_N	
Purpose: Amendment One	
Date/Term: 7/11/2020 1. ☐ GREATER THAN \$100,000)
Amount: \$1,623.66 annually plus Tax 2. GREATER THAN \$50,000	
Department: A: parts 3. \(\) \$50,000 OR LESS	
Dept. Monitor Name: Stage / Miner	
3)	
Purchasing Review	
Procurement or Contract/Lease requirements are met:	
Date: 1/22/18	
Furchasing Director or designee Greg Kisela, Jeff Hyde, DeRita Mason, Matthew Youn	g
2CFR Compliance Review (if required)	
Approved as written: Luly Filth	
Risk Management Review	
Approved as written: Approved as written: Date: 1-24-18 Risk Manager or designee Laura Porter or Krystal King	
County Attorney Review	
Approved as written: See Approval lated Date: 1/22/18	
County Attorney Gregory T. Stewart, Lynn Hoshihara, Kerry Parsons or Des	ignee
Following Okaloosa County approval:	
Clerk Finance Document has been received:	
Date:	
Finance Manager or designee Note: This was previously coordinated (2246.17)	
Note: This was previously coordinated (2246.17) Amendment was changed to include aircraft of and federal provisions. Exhibit "B" will be added when form B ma	wnerskip de

Matthew Young

From:

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

Sent:

Monday, January 22, 2018 9:52 AM

To:

Matthew Young

Cc:

Lynn Hoshihara; Laura Porter; Krystal King; Renee (Gayla) Biby

Subject:

RE: Tringas Amendment One for Coordination/ Coordination No. 2172-18

The Tringas Amendment, referenced above if hereby approved for legal purposes.

From: Matthew Young [mailto:myoung@co.okaloosa.fl.us]

Sent: Friday, January 19, 2018 4:13 PM

To: Parsons, Kerry

Cc: Lynn Hoshihara; Laura Porter; Krystal King; Renee (Gayla) Biby

Subject: FW: Tringas Amendment One for Coordination/ Coordination No. 2172-18

Please see attached coordination item for the Airport.

Respectfully,



Matthew Young

Contracts & Lease Coordinator Okaloosa County Purchasing Department

Tel: (850) 689-5960 | Fax: (850) 689-5970 myoung@co.okaloosa.fl.us | www.co.okaloosa.fl.us | 5479 Old Bethel Rd, Suite Al Crestview, FL 32536

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: Thursday, January 18, 2018 1:26 PM

To: Matthew Young < myoung@co.okaloosa.fl.us > **Subject:** FW: Tringas Amendment One for Coordination

I attached the word document in case you need it.

From: Dave Miner

Sent: Thursday, January 18, 2018 11:28 AM
To: Matthew Young <myoung@co.okaloosa.fl.us>

Cc: Stephanie Herrick <sherrick@co.okaloosa.fl.us>; Lianne Clark <lclark@co.okaloosa.fl.us>

Subject: Tringas Amendment One for Coordination

Matthew:

Please send the attached amendment for Mr. Tringas out for coordination.

This was previously coordinated (2246-17) but I added aircraft ownership and federal provisions. Exhibit B will be included when the form is made.

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 email communication, including your e-mail address, may be subject to public disclosure."

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

Dave Miner

From:

Krystal King

Sent:

Thursday, June 21, 2018 12:17 PM

To:

Dave Miner

Subject:

RE: COI Tringas for Compliance

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, June 18, 2018 9:39 AM

To: Krysta! King <kking@myokaloosa.com>; Laura Porter <lporter@myokaloosa.com>

Cc: Allyson Oury <aoury@myokaloosa.com>

Subject: COI Tringas for Compliance

Good Morning:

Please review the attached certificates of insurance for Mr. John Tringas (LO8-0334-AP) for compliance. Thank you.

Dave

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

Please change your address list and contacts to my new e-mail address: dminer@myokaloosa.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



JOHNTRI-01

JCOTTINGHAM

DATE (MM/DD/YYYY) 06/22/2018

CERTIFICATE OF LIABILITY 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. IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). CONTACT James Cottingham Fisher Brown Bottrell Insurance, Inc. PHONE (A/C, No, Ext): (850) 785-7407 FAX (A/C, No):(601) 208-8391 7522 Front Beach Road, 2nd Floor Panama City Beach, FL 32407 E-MAILESS: Jcottingham@fbbins.com **INSURER(S) AFFORDING COVERAGE** NAIC# INSURER A : Evanston Insurance Company 35378 INSURED INSURER B: INSURER C: John Tringas PO Drawer 1327 INSURER D Fort Walton Beach, FL 32549 INSURER E : INSURER F : COVERAGES CERTIFICATE NUMBER: REVISION NUMBER: THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. ADDL SUBR INSD WVD POLICY EFF POLICY EXP
(MM/DD/YYYY) (MM/DD/YYYY) TYPE OF INSURANCE POLICY NUMBER 1.000.000 **COMMERCIAL GENERAL LIABILITY** EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) 100.000 CLAIMS-MADE | X | OCCUR X 3EP5041 07/13/2018 07/13/2019 5,000 MED EXP (Any one person) 1.000,000 PERSONAL & ADV INJURY 2,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: GENERAL AGGREGATE 많았 POLICY PRODUCTS - COMPIOP AGG COMBINED SINGLE LIMIT (Ea accident) AUTOMOBILE LIABILITY ANY AUTO BODILY INJURY (Per person) SCHEDULED AUTOS OWNED AUTOS ONLY BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) HIRED AUTOS ONLY NON-OWNED AUTOS ONED OCCUR UMBRELLA LIAB EACH OCCURRENCE **CLAIMS-MADE EXCESS LIAB** AGGREGATE DED RETENTION \$ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY PER ST<u>ATUTE</u> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE If yes, describe under DESCRIPTION OF OPERATIONS below E.L. DISEASE - POLICY LIMIT DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Airplane hanger located at 1001 Airport Rd., Destin, FL 32541, Airplane Hanger - Block 1, Lot 2. Certificate Holder is an additional insured as per terms and conditions of the policy. Should any of the above described policies be cancelled, non-renewed or materially changed before the expiration date thereof, 30 days written notice (10 days for non-payment) will be mailed to the Certificate Holder. CERTIFICATE HOLDER 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. **Okaloosa County Airport** Administration Office 5479-A Old Bethel Road **AUTHORIZED REPRESENTATIVE** Crestview, FL 32536



EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY) 01/31/2018

ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE DOES N COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDEN ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCE	IOT AFFIRMATIVELY OR ICE OF INSURANCE DOE	NEGATIVELY AND SOME NOT CONSTITUTE.	MEND, EXTEND OF	R ALTER THE			
GENCY PHONE (A/C, No, Ext): (850) 785-7404 COMPANY							
Fisher Brown Bottrell Insurance, Inc. 7522 Front Beach Road, 2nd Floor Panama City Beach, FL 32407	Covington Specialty In	ıs. Co.					
FAX (A/C, No): (850) 769-5942 E-MAIL ADDRESS:							
CODE: SUB CODE:							
AGENCY CUSTOMER ID #: JOHNTRI-01							
INSURED John Tringas	LOAN NUMBER		POLICY NUMBER				
PO Drawer 1327 Fort Walton Beach, FL 32549		,	VBA56706200				
	09/17/2017	EXPIRATION DATE 09/17/2018	t	UNTIL DIF CHECKED			
	THIS REPLACES PRIOR EVID	ENCE DATED:					
PROPERTY INFORMATION							
Bidg #1, Block 1, Lot 2 - 1001 Airport Rd., Destin, FL 32541, Airplane Hanger							
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERSUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH	ANY CONTRACT OR OT TAIN, THE INSURANCE AF	HER DOCUMENT FORDED BY THE F	WITH RESPECT TO POLICIES DESCRIBE	WHICH THIS ED HEREIN IS			
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Okaloosa County Airport Airport Administration 5479A Old Bethel Rd Crestview, FL 32536	authorized representat Polit C. M. Junclo						



CERTIFICATE OF AIRCRAFT INSURANCE

05/29/2018

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PO Box 183								(A/C, No					(A/C, No):		
Addison, TX 75001							ADDRESS: PRODUCER									
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antique.

- a. Is used for any purpose not stated in Item 10 of the Coverage Identification Page;
- b. Is used for any unlawful purpose;
- c. Use requires a special permit or waiver from the FAA;
- d. Airworthiness certificate is not in full force and effect or has been converted to restricted or experimental unless stated in Item 5 of the Coverage Identification Page.

5. When and Where You are Covered

You are covered during the policy period shown in Item 3 of the Coverage Identification Page while the aircraft is within the United States (excluding Alaska and Hawaii), Canada, Mexico, or while enroute between these points excluding U.S. Sanctioned Countries.

6. If You Have An Accident or Occurrence

In the event of an accident or occurrence, you and anyone we protect must:

- a. Immediately notify us describing how, when and where the accident or occurrence happened and giving names and addresses of witnesses, injured persons and all persons aboard the aircraft;
- Cooperate with us in the investigation, settlement or defense of any claim or suit;
- c. Answer under oath, questions asked by us or anyone we designate;
- d. Immediately send **us** copies of any notices or legal papers that **you** receive;

aircraft from further loss.

7. Changing Your Policy

If you wish to change anything in your policy, you or your representative should contact us, but no change occurs until you or your representative is notified by us of our agreement to the change.

8. Cancelling Your Policy

You may cancel your policy at any time by telling us in writing in advance of the date you want your coverage to end. We will compute the premium earned by us using the customary short rate table.

We can cancel this policy at any time by mailing or delivering a notice of cancellation to you at the address shown in Item 2 of the Coverage Identification Page at least:

- a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
- b. 30 days before the effective date of cancellation if we cancel for any other reason.

Proof of mailing or delivery of the notice is sufficient proof of notice. **We** will compute the premium earned by **us** based on the percentage of the original policy period that **we** provided coverage.

If, however, we pay or have paid as much as the agreed value less the applicable deductible under the Aircraft Physical Damage Coverage, we are entitled to the total Aircraft Physical Damage premium shown on the Coverage Identification Page for the aircraft on which we made the payment. You agree to pay any premium that may be due or permit us to deduct such premium from our loss payment.

We will return to you any premium you have paid that we have not earned, but making the refund is not a condition



John Tringas Wording

Sent to Charles on 2-8-17 for coordination (e-mail and distro)

Received e-mail from Ms. Parsons on 2-9-17 with changes

Sent e-mail to Ms. Parsons on 2-14-17 accepting changes

Received e-mail from Charles on 2-20-17 asking KP if this was approved by legal

Received e-mail from Ms. Parsons on 2-20-17 approved for legal sufficiency

Received coordination sheet from Charles on 2-21-17

Mailed to Mr. Tringas on 2-23-17 for signature

Mailed letter to Mr. Tringas on 3-8-17 asking for signed documents

Received signed documents on 3-8-17

Mailed letter to Mr. Tringas on 3-9-17 asking for COI

Letter mailed to Mr. Tringas on 4-6-17 asking for COI / Suspense 4-19-17

Received COI on 4-14-17 for GL / still need property and aircraft

Mailed letter to Mr. Tringas on 5-24-17 asking for COI – suspense 5-31-17

Received e-mail from Mona Salter on 5-25-17 stating she sent e-mail to Ins Co asking to send us the COI

Received e-mail from Insurance com on 5-25-17 with GL and Property COI

Received e-mail from Ms. Salter on 5-30-17 with aircraft COI.

Sent e-mail to Ms. Salter on 6-1-17asking to change COI

Sent e-mail to Mr. Tringas on 6-7-17 asking for COI

Sent e-mail to Mr. Tringas on 6-23-17 asking for COI

Received e-mail from Ms. McGann on 7-18-17 with COI for GL

Sent e-mail to Ms. Salter on 7-20-17 stating GL COI is expired and to send another COI for the AC

Received e-mail from Ms. Salter on 7-221-17 with updated COI

Sent e-mail to Ms. Salter on 7-21-17 asking for hangar amount, loss payee, and AC COI

Received COI for property on 8-1-17

Sent e-mail to Mr. Tringas on 8-1-17 for COI for aircraft Suspense: 8-18-17

Received e-mail from Ms. Salter on 8-3-17

Sent e-mail to SH on 8-3-17 for review. Spoke with SH and she suggested to contact legal

Sent e-mail to KP on 8-3-17 explaining situation and asked for options

On hold waiting on answer from Legal

Sent e-mail to SH on 9-6-17 asking if Ms. Parsons made a decision on corporate aircraft

Received new wording from legal on 9-12-17 – waiting on review of new language by SH in amendment (Secord). Once new wording approved amendment will be accomplished.

Sent e-mail to Matthew on 1-18-18 for coordination

Received e-mail from Matthew on 1-18-18 with coordination number

Received e-mail from Matthew on 1-19-19 with change from Ms. Biby

Sent e-mail to Matthew on 1-19-19 accepting change

Received pink sheet from Matthew on 1-29-18

Waiting on leased premises aircraft info form to send out for signature

Sent e-mail to Mr. Tringas 1-29-18 requesting revisions to all COI's

Received pink sheet from Matthew on 1-31-18

Received e-mail from Ms. Salter on 1-31-18 stating she sent my e-mail to their insurance company

Received e-mail from Ms. Salter on 1-31-18 with COI for GL and Property Sent e-mail to Ms. Salter on 2-1-18 stating I'll send all three COIs to Risk for review and compliance after I receive the aircraft COI

Sent e-mail to Mr. Tringas and Ms. Salter on 3-1-18 stating have not received COI for AC and to send ASAP

Received e-mail from Mr. Tringas on 3-13-18 stating his options

Sent e-mail to Mr. Tringas on 3-13-18 agreeing with options

Sent e-mail to Krystal on 3-13-18 asking COI requirements for leased aircraft

Received e-mail from Krystal on 3-13-18 stating COI requirements

Sent e-mail to Mr. Tringas on 3-13-18 with RM comments

Received e-mail from Mr. Tringas on 3-20-18 with COI

Sent e-mail to Mr. Tringas on 3-27-18 asking about status of AC

Received e-mail from Mr. Tringas on 3-27-18 stating AC is leased

Sent e-mail to Krystal on 3-27-18 for COI compliance

Received e-mail from Krystal on 3-28-18 stating COI shows leasing company has insurance on the AC. We need COI from Mr. Tringas showing he has insurance

Sent e-mail to Mr. Tringas on 3-28-18 stating what Krystal stated

Received e-mail from Mr. Tringas on 3-29-18 asking questions on COI

Sent e-mail to RM on 3-29-18 with Mr. Tringas e-mail

Received e-mail from RM on 4-2-18 with answer

Sent e-mail to Mr. Tringas on 4-2-18 with RM answer

Received e-mail from Mr. Tringas on 4-2-18 with questions

Sent e-mail to Krystal on 4-2-18 with Mr. Tringas questions

Received e-mail from Krystal on 4-9-18 answering Mr. Tringas question

Sent e-mail to Mr. Tringas on 4-9-18 with RM answer.

Received e-mail from Mr. Tringas on 4-11-18 with comments

Sent Mr. Tringas e-mail to Krystal on 4-23-18 for comment

Received e-mail from Krystal on 4-24-18 with comments

do

Sent e-mail to Mr. Tringas on 5-14-18 requesting COI: Suspense 5-29-18

Received e-mail from Mr. Tringas on 5-14-18 stating he is looking for an aircraft to purchase

Received e-mail from Mr. Tringas on 5-14-18 asking about corporate aircraft Sent e-mail to Mr. Tringas on 5-14-18 asking to let me know what he is trying to

Sent e-mail to RM on 5-14-18 asking if COIs comply with amendment section 2 Received several e-mails on 5-14-18 asking different questions

Sent e-mail to Mr. Tringas on 5-14-18 answering all questions except do we need to change the lease to match the corporate aircraft name because I sent the e-mail to RM

Received e-mail from Mr. Tringas on 5-15-18 stating he will purchase an aircraft Received e-mail from Mr. Tringas on 5-17-18 stating he purchased stock in an aircraft with the name of Air Lark, Inc

Received e-mail from Mr. Tringas on 5-17-18 with COI and stock certificate Sent e-mail to Mr. Tringas on 5-23-18 asking for revisions on COI

Received e-mail from Mr. Tringas with COIs

Sent e-mail to RM on 6-18-18 with COIs for compliance

Received e-mail from RM on 6-21-18 stating COI complies

Sent e-mail to Mr. Tringas on 6-21-18 stating COIs approved and I'll mail amendment to him for signature

Mailed amendment to Mr. Tringas on 6-22-18 for signature

Received signed documents on 7-6-18

Sent e-mail to Mr. Tringas on 7-6-18 with hangar amendment for signature. The execution date on page one was inserted and the amendment was not signed in blue ink

Received e-mail from Mr. Tringas on 7-6-18 stating OK and he will be back in town in a couple of weeks

Received e-mail from Ms. Salter on 7-9-18 asking for Amendment that was sent to Mr. Tringas

Sent e-mail to Ms. Salter on 7-9-18 with Amendment for signature

Received signed documents on 7-20-18

Scheduled for Board Agenda on 8-21-18



EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY) 09/15/2017

THIS EVIDENCE OF PROPERTY ADDITIONAL INTEREST NAMED COVERAGE AFFORDED BY THE ISSUING INSURER(S), AUTHORIZE	POLICIES BELOW. THIS EVID ED REPRESENTATIVE OR PRODUC	ENC	F OF INCURANCE	OK	NEGATIVELY	CONFER AMEND, TITUTE A	S NO RIGH EXTEND (CONTRACT	ITS UPON THE OR ALTER THE BETWEEN THE
AGENCY (A/C, No, E	Ext): (850) 785-7404		COMPANY		THE COL	-		
Fisher Brown Bottrell Insurance, Inc. 7522 Front Beach Road, 2nd Floor		Covington Specialty	y Ins	s. Co.				
Panama City Beach, FL 32407			Contra	ct	# L08-0	334_A	P	
					INGAS	00T-A		
FAX (A/C, No): (850) 769-5942 E-MAIL ADDRESS:					CKS 1 I	OT 2		
CODE: AGENCY CUSTOMER ID #: JOHNTRI-01	SUB CODE:				: 07/11/2			
INSURED John Tringas			LOAN NUMBER	LJ	. 0//11/2	2020		1
PO Drawer 1327 Fort Walton Beach, FL 33	2549					VBA	56706200	
W.			09/17/2017		09/17/20		CONTINUE	ED LINTU
20	8-0334-AP		THIS REPLACES PRIOR E	VIDE	600000000000000000000000000000000000000	0	TERMINAT	D UNTIL ED IF CHECKED
PROPERTY INFORMATION								
LOCATION/DESCRIPTION Bldg # 1, Block 1, Lot 2 - 1001 Airport Ro		-					-2-35	
THE POLICIES OF INSURANCE LIST NOTWITHSTANDING ANY REQUIRED EVIDENCE OF PROPERTY INSURAN SUBJECT TO ALL THE TERMS, EXCLU	ICE MAY BE ISSUED OR MAY PER	ANY	CONTRACT OR C	OTHE	R DOCUMEN	T WITH F	RESPECT TO	WHICH THIS
COVERAGE INFORMATION	PERILS INSURED BASIC		BROAD SPEC	CIAL				
	COVERAGE / PERILS / FORMS					MOUNT OF I	NSURANCE	DEDUCTIBLE
Building, Airplane Hanger/ Replacemen	COSSELACEDING WIND						\$85,000	1,000
REMARKS (Including Special Condit	ions)							
Special Conditions: Property policy is written on a replaceme	ent cost basis, subject to the terms &	& con	ditions of the policy.	5 m		2		
CANCELLATION				-				
SHOULD ANY OF THE ABOVE DELIVERED IN ACCORDANCE WITH	DESCRIBED POLICIES BE CAN THE POLICY PROVISIONS.	ICEL	LED BEFORE THE	EX	PIRATION DA	ATE THEF	REOF, NOT	ICE WILL BE
ADDITIONAL INTEREST								
IAME AND ADDRESS		X	ADDITIONAL INSURED MORTGAGEE		LENDER'S LOSS	PAYABLE	X LOSS	S PAYEE
		LOA	AN#					
Okaloosa County Airport	ts	AUT	THORIZED REDDECENTAT	TIVE				
Airport Administration 5749-A Old Bethel Rd Crestview, FL 32536		AU	THORIZED REPRESENTAT	iivE				

John J. Tringas 29 NORTH EGLIN PARKWAY P. O. Drawer 1327 FORT WALTON BEACH, FLORIDA 32549 TELEPHONE: 850-796-2000

FAX: 850-796-2171

FAX

TO:

Okaloosa County Purchasing Dept.

FAX NO: 850-689-5970

DATE: 07.11.14

FROM: John Tringas

NO. OF PAGES 2 Including Cover Page

Reference:

Liability Insurance on Destin Hangar

Attached you will find a certificate of insurance as referenced above. The Property Damage coverage that was sent to you last September does not expire until September 17, 2014. Thank you.

John J. Tringas

The information contained in this facsimile transmission is intended solely for the designated recipient(s) and may contain privileged information. Unintended recipients are not authorized to copy, forward, or deliver this message to anyone. If the reader of this message is not the intended recipient, please destroy the facsimile transmission message and notify the sender immediately. Opinions, conclusions, and other information in this facsimile transmission that do not relate to the official business of 1st National Bank & Trust shall be understood as neither given, nor endorsed by it.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/1/2014

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

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

CONTACT NAME: PRODUCER PHONE (A/C, No. Ext): (866) 283-7122 E-MAIL ADDRESS: AON RISK SERVICES CENTRAL, INC. FAX (A/C, No): (847) 953-5390 FKA AON RISK SERVICES, INC. OF MINNESOTA 5600 WEST 83RD STREET, 8200 TOWER, SUITE 1100 INSURER(S) AFFORDING COVERAGE NAIC # MINNEAPOLIS, MN 55437-1027 INSURER A: CONTINENTAL CASUALTY COMPANY 20443 INSURED INSURER B : PV HOLDING CORP. / BUDGET TRUCK RENTAL, LLC. 90029 AVIS BUDGET GROUP, INC.; AVIS BUDGET CAR RENTAL, LLC, ITS INSURER C: AMERICAN CASUALTY COMPANY OF READING, PA 20427 SUBSIDIARIES INCLUDING AVIS RENT A CAR SYSTEM, LLC, BUDGET INSURER D: TRANSPORTATION INSURANCE COMPANY 20494 RENT A CAR SYSTEM, INC. AND BUDGET TRUCK RENTAL, LLC. INSURER E: ACE PROPERTY & CASUALTY INSURANCE COMPANY 20699 6 SYLVAN WAY; PARSIPPANY, NJ 07054 INSURER F :

COVERAGES

CERTIFICATE NUMBER: 1588

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.

ISR TR	TYPE OF INSURANCE INSR WVD		POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS					
Α	GENERAL LIABILITY		GL9001603190	7/1/2014	7/1/2015	EACH OCCURRENCE S		\$2,000,000			
	X COMMERCIAL GENERAL LIABILITY		GL9001603190	//1/2014	1/1/2013	11112013	7/1/2015	1/1/2015	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	\$1,000,000
	CLAIMS-MADE X OCCUR					MED EXP (Any one person)	\$	\$0			
						PERSONAL & ADV INJURY	\$	\$2,000,000			
						GENERAL AGGREGATE	\$	\$2,000,000			
	GEN'L AGGREGATE LIMIT APPLIES PER:					PRODUCTS - COMP/OP AGG	\$	\$2,000,000			
	X POLICY PRO- JECT LOC					997 - 2020	\$	HELDING SOURCE			
A	AUTOMOBILE LIABILITY		BUA7001700830	7/1/2014	7/1/2015	COMBINED SINGLE LIMIT (Ea accident)	s	\$1,000,000			
	X ANY AUTO			.,			BODILY INJURY (Per person)	\$			
3	ALL OWNED SCHEDULED AUTOS AUTOS		OF F INOLIDED	7/4/0044	7/1/0015	BODILY INJURY (Per accident)	S				
10	HIRED AUTOS NON-OWNED AUTOS		SELF INSURED	7/1/2014	7/1/2015	PROPERTY DAMAGE (Per accident)	\$				
A	x GARAGE LIABILITY		GL9001603190	7/1/2014	7/1/2015	1/ 3/ 23/25/1/	\$				
Εĺ	X UMBRELLA LIAB X OCCUR		XOOG27380256	7/1/2014	7/1/2015	EACH OCCURRENCE	\$	\$4,000,000			
	EXCESS LIAB CLAIMS-MADE			149		AGGREGATE	\$	\$4,000,000			
	DED X RETENTIONS 10,000						s	5			
С	WORKERS COMPENSATION		WC4014106301 - DED.	7/1/2014	7/1/2015	WC STATU- OTH- X TORY LIMITS ER					
D	ANY PROPRIETOR/PARTNER/EXECUTIVE	N/A	WC4014106346 - CA	7/1/2014		E.L. EACH ACCIDENT	\$	\$1,000,000			
	(Mandatory in NH)	N/A	SOURCE STANDARD TO ALCOHOLOGICAL CONTRACTOR	7/1/2014	7/1/2015	E.L. DISEASE - EA EMPLOYEE	s	\$1,000,000			
	If yes, describe under DESCRIPTION OF OPERATIONS below	describe under RIPTION OF OPERATIONS below WC4014106265 - RETRO			E.L. DISEASE - POLICY LIMIT	\$	\$1,000,000				
						EACH OCCURRENCE / AGGREGATE					

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

See Attached

CERTIFICATE HOLDER

INSURANCE CERTIFICATE ENCLOSED OKALOOSA COUNTY, FLORIDA 602-C NORTH PEARL STREET CRESTVIEW, FL 32536

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

AUTHORIZED REPRESENTATIVE

Aon Risk Services Central, Inc.

USA C/O PROPERTY / AIRPORT MANAGER

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LEASE FOR HANGAR SPACE OPTION

BETWEEN

BOARD OF COUNTY COMMISSIONERS OKALOOSA COUNTY, FLORIDA

AND

JOHN J. TRINGAS

This LEASE FOR HANGAR SPACE fully executed this day of Scarcing, 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 JOHN J. TRINGAS (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 1 Lot 2 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 July 11, 2020.

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

L08-0334-AP12-160 LESSEE: JOHN TRINGAS DAP BLOCK 1/LOT 2 EXPIRES: 7/11/2020 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 TWO THOUSAND ONE HUNDRED SIXTY EIGHT (2,168) square feet at SIXTY EIGHT (\$.68) cents per square foot per year for a total annual cost of ONE THOUSAND FOUR HUNDRED SEVENTY SIX DOLLARS AND FIVE CENTS (\$1.4763.05) plus tax.

\$1,47605 1

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

b. PROPERTY:

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

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

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

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

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

SECTION 19: NOTICES

Any and all notices to be given under this LEASE may be served by enclosing the same in a sealed envelope and directed to the other party at its address and deposited in the mail as first class mail with postage therein paid. When so given, such notice shall be effective from the date of mailing. Unless otherwise provided in writing by the parties hereto, the address of the AIRPORT DIRECTOR is as follows: Okaloosa County Airports, 1701 Highway 85 North, Eglin Air Force Base, Florida 32542-1413. The address of the LESSEE is: John J. Tringas, P.O. Box 1327, Ft. Walton Beach, FL 32547.

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 2,168 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 CAMPBELI

CHAIRMAN

ATTEST:

DEPUTY CLERK OF CIRCUIT COURT

OKALOOSA COUNTY, FLORIDA

JOHN J. TRINGAS

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 JOHN J. TRINGAS who, under south, 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.

Affirmed and subscribed before me this 2 day of SEPT, 2008, AD.

NOTARY

My Commissio

LEANN SANDERS

Notary Public - State of Floride

My Commission Expires Sep 25, 2009

Commission # DD 454562

Bonded By National Notary Assn.

ACORD, EVIDENCE OF PERSONAL	PROPERTY	INSURANCE	DATE (MM/DD/YYYY)
THIS IS EVIDENCE THAT INSURANCE AS IDENTIFIED BE		The William Co. Co.	10/17/2014
RIGHTS AND PRIVILEGES AFFORDED UNDER THE POLICY.	LOW HAS BEEN 1550	DED, IS IN FORCE, AND CO	DIVVETO ALL THE
AGENCY (PHONE (AIC, No, Ext). (850) 785-7404 Fisher Brown Bottrell FAX (950) 769-5042	COMPANY Covington Specialty Ir	ns. Co.	
Insurance, Inc. (A/C, No): (650) 769-5942			
144 Harrison Avenue Panama City, FL 32401	-		
CODE: SUB CODE:			
AGENCY CUSTOMER ID #: JOHNTRI-01 INSURED	LOAN NUMBER	POLICY NUMBER	
INSURED	ESMITIONISEN	VBA33042100	
John Tringas	EFFECTIVE DATE	EXPIRATION DATE C	ONTINUED UNTIL
PO Drawer 1327 Fort Walton Beach, FL 32549	9/17/2014	3)1772010	ERMINATED IF CHECKED
×	THIS REPLACES PRIOR EVID	ENCE DATED:	
PROPERTY INFORMATION			
LOCATION/DESCRIPTION			
Bldg. #1 - Block 1, Lot 2 - 1001 Airport Rd, Destin Airport, Destin, FL 32541, Ai	rplane Hanger		
	(3.)		
COVERAGE INFORMATION			
COVERAGE/PERILS/FORMS		AMOUNT OF INSUR	ANCE DEDUCTIBLE
Building- Airplane Hanger / Replacement Cost/ Excluding Wind			85,000 1,000
The state of the s			50 may 20 mg
			87
			Î
			5
REMARKS (Including Special Conditions) Special Conditions:			
Property policy is written on a replacement cost basis, subject to the terms &	conditions of the policy.		
CANCELLATION			
THE POLICY IS SUBJECT TO THE PREMIUMS, FORMS, A			12.2
POLICY BE TERMINATED, THE COMPANY WILL GIVE THE	ADDITIONAL INTERES	T IDENTIFIED BELOW	30 DAYS
WRITTEN NOTICE, AND WILL SEND NOTIFICATION OF A INTEREST, IN ACCORDANCE WITH THE POLICY PROVISIONS			J AFFECT THAT
ADDITIONAL INTEREST	ON NO NEGOINED BY	Let AVV.	
NAME AND ADDRESS	MORTGAGEE	X ADDITIONAL INSURED	
	X LOSS PAYEE		
	LOAN#		
Okaloosa County Airports	AUTHORIZED REPRESENTATI	VE	
Airport Administration	The same of the sa		
602-C North Pearl St. Crestview, FL 32536	Elt C. M. London		
ACORD 27 (2003/10)	d	© ACORD C	ORPORATION 1993