

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 12/01/2020
Contract/Lease Control #: L08-0328-AP
Procurement#: NA
Contract/Lease Type: REVENUE
Award To/Lessee: DB LEASING, LLC
Owner/Lessor: OKALOOSA COUNTY
Effective Date: 12/01/2020
Expiration Date: 03/15/2041
Description of: DAP BLOCK 5/LOT 1
Department: AP
Department Monitor: STAGE
Monitor's Telephone #: 850-651-7160
Monitor's FAX # or E-mail: TSTAGE@MYOKALOOSA.COM

Closed:

Cc: BCC RECORDS

Certificate of I

CONTRACT#: L08-0328-AP
DB LEASING, LLC
DAP BLOCK 5/LOT 1
EXPIRES: 03/14/2041

Named Insured : DB Leasing, LLC and David Barrett
Address of Insured: 305 Stillwater CV., Destin, Florida 32541
Company : Endurance Assurance Corporation/W. Brown & Associates
Policy Number : NAB6039281
Effective Date : April 6, 2021 at 2:30 P.M. Local Standard Time
Expiration Date : March 20, 2022 at 12:01 A.M. Local Standard Time
Aircraft Covered : 2018 TBM 910, N848DB, having 1 crew seat & 5 passenger seats

AIRCRAFT LIABILITY	LIMITS OF LIABILITY
Combined Single Limit Bodily Injury & Property Damage, Including Passengers:	\$ 3,000,000 Each Occurrence

AIRCRAFT PHYSICAL DAMAGE	INSURED VALUE
While the Aircraft is Not In Motion:	\$ 3,300,000
While the Aircraft is In Motion:	\$ 3,300,000

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

This Certificate of Insurance is issued for informational purposes only and confers no rights upon the Certificate Holder. Should any of the above described Policies be cancelled before the expiration date thereof, the Company will endeavor to mail 30 days written notice, except 10 day for non-payment of premium, to the Certificate Holder but failure to mail such notice shall impose no obligation or liability of any kind upon the Company, its Agents or Representatives. Aviation Insurance Managers, Inc. assumes no legal responsibility for failure to provide such notice. Aviation Insurance Managers, Inc. is not the insurer hereunder, and shall not be held liable for any loss or damage. This Certificate does not amend, extend or alter the coverage provided by the Insurance Policy referenced above. The actual policy of insurance contains the complete description of the coverages, limitations, terms and conditions of coverage.

Endorsements Attached-The Certificate Holder shall be included as an Additional Insured, but only to the extent of liability imposed upon the Additional Insured solely as the result of an act or omission of the Named Insured or its employees in connection with the Named Insured's Operations. In addition, notwithstanding any provision in the contract to the contrary, the Company Waives its Rights of Subrogation against Additional Insured as Respects Physical Damage Claims paid to the Named Insured. This waiver shall not affect any of the Insured's own Rights under this contract. This Coverage shall be primary & non-contributory to any other Insurance available to the Additional Insured. However, nothing in agreement shall prejudice the Insurance Company's rights of recourse against the additional insured as manufacturers, suppliers, repairers, or servicing agents where such rights of recourse would have existed has this agreement not been effected. The limits shown above in favor of the Certificate Holder are within, and not in addition to, the limits provided to the Named Insured.

ALL OTHER POLICY TERMS CONDITIONS REMAIN UNCHANGED.


Authorized Representative

April 6 2021

Date /ak

AVIATION INSURANCE MANAGERS, INC.
11650 CLEVELAND AVENUE NW, UNIONTOWN, OHIO 44695
(330) 494-1500



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

Procurement/Contract/Lease Number: LO8-0328AP Tracking Number: 4152-20
Procurement/Contractor/Lessee Name: OB Leasing Grant Funded: YES ___ NO X
Purpose: assignment of lease
Date/Term: 3-15-2041 1. GREATER THAN \$100,000
Department #: 4210R 2. GREATER THAN \$50,000
Account #: 344143 3. \$50,000 OR LESS
Amount: _____
Department: Airport Dept. Monitor Name: Staje

Purchasing Review

Procurement or Contract/Lease requirements are met:
[Signature] Date: 10-20-2020
Purchasing Manager or designee Jeff Hyde, DeRita Mason, Jessica Darr, Angela Etheridge

2CFR Compliance Review (if required)

Approved as written: no federal funds Grant Name: _____
_____ Date: _____
Grants Coordinator Gillian Gordon

Risk Management Review

Approved as written: see email attached Date: 10-20-2020
_____ Date: _____
Risk Manager or designee Lisa Price

County Attorney Review

Approved as written: see email attached Date: 10-20-2020
_____ Date: _____
County Attorney Lynn Hoshihara, Kerry Parsons or Designee

Department Funding Review

Approved as written: _____ Date: _____

IT Review (if applicable)

Approved as written: _____ Date: _____

DeRita Mason

From: Parsons, Kerry <KParsons@ngn-tally.com>
Sent: Tuesday, October 20, 2020 8:29 AM
To: DeRita Mason
Cc: Lynn Hoshihara; Lisa Price
Subject: RE: Assignment of Lease from Hugh P. Lambert to DB Leasing LLC

This is approved for legal purposes.

Kerry A. Parsons, Esq.

**Nabors
Giblin &
Nickerson**
ATTORNEYS AT LAW

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

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From: DeRita Mason <dmason@myokaloosa.com>
Sent: Tuesday, October 20, 2020 9:28 AM
To: Parsons, Kerry <KParsons@ngn-tally.com>
Cc: Lynn Hoshihara <lhoshihara@myokaloosa.com>; Lisa Price <lprice@myokaloosa.com>
Subject: FW: Assignment of Lease from Hugh P. Lambert to DB Leasing LLC

Please review and approve the attached.

Thank you,

DeRita Mason



DeRita Mason
Contracts and Lease Coordinator
Okaloosa County Purchasing Department
5479A Old Bethel Road

DeRita Mason

From: Lisa Price
Sent: Tuesday, October 20, 2020 10:45 AM
To: DeRita Mason
Subject: RE: Assignment of Lease from Hugh P. Lambert to DB Leasing LLC

Approved by Risk, no insurance element.

Lisa Price
Public Records & Contracts Specialist
302 N Wilson Street, Suite 301
Crestview, FL. 32536
(850) 689-5979
lprice@myokaloosa.com



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: Tuesday, October 20, 2020 8:28 AM
To: 'Parsons, Kerry' <KParsons@ngn-tally.com>
Cc: Lynn Hoshihara <lhoshihara@myokaloosa.com>; Lisa Price <lprice@myokaloosa.com>
Subject: FW: Assignment of Lease from Hugh P. Lambert to DB Leasing LLC

Please review and approve the attached.

Thank you,

DeRita Mason



DeRita Mason
Contracts and Lease Coordinator
Okaloosa County Purchasing Department
5479A Old Bethel Road

**CONSENT TO ASSIGNMENT OF LEASE
HUGH P. LAMBERT TO DB LEASING, LLC
AND LEASE AMENDMENT FOR L08-0328-AP
HANGAR LEASE AT THE DESTIN EXECUTIVE AIRPORT**

This Consent to Assignment of Lease and Amendment, made and entered into this 1st day of December, 2020, hereby approves of the assignment and amendment between Hugh P. Lambert ("Lessee") and DB Leasing, LLC ("Assignee"), and Okaloosa County, Florida through its Board of County Commissioners (hereinafter the "County").

WITNESSETH:

WHEREAS, on August 29, 2008 Lessee entered into Lease Agreement L08-0328-AP with the County for Hangar Space at the Destin Executive Airport with an expiration date of March 15, 2021; and

WHEREAS, on November 5, 2019 Lessee exercised his option to renew Lease Agreement L08-0328-AP for an additional 20 years creating a new expiration date of March 15, 2041 with no renewal options remaining; and

WHEREAS, Lessee now desires to amend and assign the Lease from himself, Hugh P. Lambert to DB Leasing, LLC; 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

WHEREAS, in accordance with Section 14 of the Lease Agreement Lessee is required to pay an Approval Fee of One Thousand (\$1,000.00) dollars;

WHEREAS, Lessee has paid the Approval Fee and all other conditions have been satisfied to approve the amendment and assignment; and

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 L08-0328-AP, the County hereby consents to this assignment of the Lessee interest of Hugh P. Lambert to DB Leasing, LLC.

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

II. AMENDMENT TO THE LEASE AGREEMENT

L08-0328-AP is hereby amended as follows:

3. Section 6a titled "Ground Lease", is hereby deleted and replaced as follows:

A basic ground lease rent of (\$1.50299) per square foot per year is established for the area occupied by the hangar building. The Lessee shall pay to Lessor at the office of the Airports Director payable to Okaloosa County, Okaloosa County Airports, 1701 State Road 85 N, Suite 1, Eglin AFB, FL 32542-1498, or at such other place as may be designated by Lessor. The ground lease rent for the entire year shall be due and payable in advance of October 1st of each year. The Leased Premises includes Three Thousand (3,000) square feet at (\$1.50299) per square foot per year for a total annual cost of Four Thousand Five Hundred Eight Dollars and Ninety-Seven Cents (\$4,508.97), plus tax.

4. Section 14 titled "Assignment and Sublease" of L08-0328-AP is deleted and replaced as follows:

- a. All subsequent transfers and assignments of this Lease shall require the prior written approval of the Lessor and payment of Approval Fee of One Thousand and No/100 Dollars (\$1,000.00) or the current approval fee rate. During the entire term of the Lease all fees 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 established in this lease. Lessee shall have thirty (30) days after the County's consent to assignment to exercise a right of transfer or assign. Otherwise, should the transfer or assignment not be approved, the One Thousand and No/100 Dollars (\$1,000.00) or the current approval fee rate shall be refunded.
- b. Lessee shall not assign this Lease at any given time without prior written consent of County.
- c. Lessee shall not sublet or "loan" space or share the Leased Premises in whole or in part for the entirety of this agreement.

5. 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

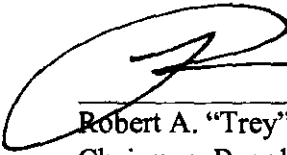
therein paid. When so given, such notice shall be effective from the date of mailing. Unless otherwise provided in writing by the parties hereto, the address of the Airport Director is as follows: Okaloosa County Airports, 1701 State Road 85 North, Suite 1, Eglin Air Force Base, Florida 32542-1498. The address of Lessee is: DB Leasing, LLC, David C. Barrett (MGMR), 305 Stillwater Cove, Destin, FL 32541.

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

(The remainder of this page intentionally left blank)

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

OKALOOSA COUNTY, FLORIDA

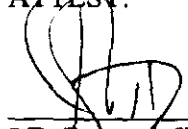


Robert A. "Trey" Goodwin III
Chairman, Board of County Commissioners

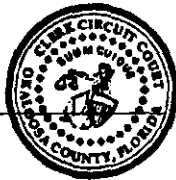


Date: December 1, 2020

ATTEST:



J.D. Peacock II
Clerk of Circuit Court



LESSEE

[Signature]
Hugh P. Lambert

Date: 11/10/2020

ATTEST:

Carly M. Eymard

Witness

Elizabeth P. Atkins

Witness

ACKNOWLEDGMENTS

STATE OF Louisiana
COUNTY OF Orleans
Parish

The foregoing instrument was acknowledged before me by means of physical presence by HUGH P. LAMBERT. He/She is personally known to me or has produced his Louisiana Driver's Lic. #003915660 as identification

Sworn and subscribed before me this 10th day of November, 2020

[Signature]
NOTARY (Signature)

Brian James Mersman
NOTARY (Printed Name)

Commission Number



BRIAN J. MERSMAN
NOTARY PUBLIC
LSBA No. 38824

MY COMMISSION IS FOR LIFE.

ASSIGNEE

[Signature]
DB Leasing, LLC
David C. Barrett, MGMR

Date: Oct 22, 2020

ATTEST:

[Signature]
Witness

[Signature]
Witness

ACKNOWLEDGMENTS

STATE OF FLORIDA
COUNTY OF OKALAWHA

The foregoing instrument was acknowledged before me by means of physical presence by
DAVID C. BARRETT. He/She is personally known to me or has produced
N/A as identification

Sworn and subscribed before me this 22nd day of October, 2020



[Signature]
NOTARY (Signature)

NOTARY (Printed Name)

Commission Number: _____



CERTIFICATE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)

9/11/2020

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.

PRODUCER AVIATION INSURANCE MANAGERS 11650 Cleveland Ave NW Uniontown, OH 44685	CONTACT NAME: Becky Neeley
	PHONE (A/C No. Ext): (330)494-1500 FAX (A/C No.): (330)494-8600 E-MAIL ADDRESS: becky@aimofohio.com PRODUCER CUSTOMER ID:
INSURED DAVID BARRETT 305 STILLWATER COVE Destin, FL 32541	INSURER(S) AFFORDING COVERAGE
	INSURER A: Lexington Insurance Company
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

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

LOCATION OF PREMISES / DESCRIPTION OF PROPERTY (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

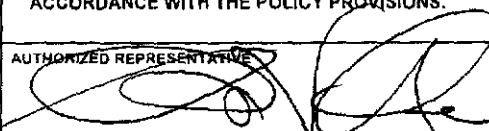
1001 Airport Road, Destin, FL 32541, Hangar Unit 7-101

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	COVERED PROPERTY	LIMITS	
A	<input checked="" type="checkbox"/> PROPERTY	41-LX-089473490-0	9/2/2020	9/2/2021	<input checked="" type="checkbox"/> BUILDING	\$ 375,000	
	CAUSES OF LOSS				DEDUCTIBLES	PERSONAL PROPERTY	\$
	BASIC				BUILDING	BUSINESS INCOME	\$
	BROAD				\$1,000	EXTRA EXPENSE	\$
	<input checked="" type="checkbox"/> SPECIAL				CONTENTS	RENTAL VALUE	\$
	EARTHQUAKE				BLANKET BUILDING	\$	
	WIND				BLANKET PERS PROP	\$	
	FLOOD				BLANKET BLDG & PP	\$	
					\$		
					\$		
	INLAND MARINE	TYPE OF POLICY			\$		
	CAUSES OF LOSS	POLICY NUMBER			\$		
	NAMED PERILS				\$		
					\$		
	CRIME				\$		
	TYPE OF POLICY				\$		
					\$		
	BOILER & MACHINERY / EQUIPMENT BREAKDOWN				\$		
					\$		
A	COMMERCIAL GENERAL LIABILITY	41-LX-089473490-0	9/2/2020	9/2/2021	<input checked="" type="checkbox"/> EACH OCCURRENCE <input checked="" type="checkbox"/> GENERAL AGGREGATE	\$ 1,000,000 \$ 2,000,000	

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

The Certificate Holder shall be included as an Additional Insured with respect to the Commercial General Liability and Loss Payee with respect to Commercial Property.

CERTIFICATE HOLDER OKALOOSA COUNTY BOARD OF COUNTY COMMISSIONERS 302 WILSON STREET, SUITE 301 CRESTVIEW, FL 32536	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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Certificate of Insurance

Named Insured : DB Leasing, LLC and David Barrett
 Address of Insured: 305 Stillwater CV., Destin, Florida 32541
 Company : Endurance Assurance Corporation/W. Brown & Associates
 Policy Number : NAB6031373
 Effective Date : September 18, 2020 at 6:00 P.M. Local Standard Time
 Expiration Date : March 20, 2021 at 12:01 A.M. Local Standard Time
 Aircraft Covered : 2018 TBM 910, N848DB, having 1 crew seat & 5 passenger seats

AIRCRAFT LIABILITY	LIMITS OF LIABILITY
Combined Single Limit Bodily Injury & Property Damage, Including Passengers:	\$ 1,000,000 Each Occurrence

AIRCRAFT PHYSICAL DAMAGE	INSURED VALUE
While the Aircraft is Not In Motion:	\$ 3,300,000
While the Aircraft is In Motion:	\$ 3,300,000

Certificate Holder: **OKALOOSA COUNTY BOARD OF COUNTY COMMISSIONERS**
 302 WILSON STREET, SUITE 301
 CRESTVIEW, FL 32536

This Certificate of Insurance is issued for informational purposes only and confers no rights upon the Certificate Holder. Should any of the above described Policies be cancelled before the expiration date thereof, the Company will endeavor to mail 30 days written notice, except 10 day for non-payment of premium, to the Certificate Holder but failure to mail such notice shall impose no obligation or liability of any kind upon the Company, its Agents or Representatives. Aviation Insurance Managers, Inc. assumes no legal responsibility for failure to provide such notice. Aviation Insurance Managers, Inc. is not the insurer hereunder, and shall not be held liable for any loss or damage. This Certificate does not amend, extend or alter the coverage provided by the Insurance Policy referenced above. The actual policy of insurance contains the complete description of the coverages, limitations, terms and conditions of coverage.

Endorsements Attached- Endorsements Attached-The Certificate Holder shall be included as an Additional Insured, but only to the extent of liability imposed upon the Additional Insured solely as the result of an act or omission of the Named Insured or its employees in connection with the Named Insured's Operations. In addition, notwithstanding any provision in the contract to the contrary, the Company Waives its Rights of Subrogation against Additional Insured as Respects Physical Damage Claims paid to the Named Insured. This waiver shall not affect any of the Insured's own Rights under this contract. However, nothing in agreement shall prejudice the Insurance Company's rights of recourse against the additional insured as manufacturers, suppliers, repairers, or servicing agents where such rights of recourse would have existed has this agreement not been effected. The limits shown above in favor of the Certificate Holder are within, and not in addition to, the limits provided to the Named Insured.
ALL OTHER POLICY TERMS CONDITIONS REMAIN UNCHANGED.



 Authorized Representative

October 20, 2020

 Date /sk

AVIATION INSURANCE MANAGERS, INC.
 11650 CLEVELAND AVENUE NW, UNIONTOWN, OHIO 44685
 (330) 494-1500

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 11/13/2019

Contract/Lease Control #: L08-0328-AP

Procurement#: NA

Contract/Lease Type: REVENUE

Award To/Lessee: HUGH LAMBERT

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 08/29/2008

Expiration Date: 03/15/2041

Description of Contract/Lease: DAP BLOCK 5/LOT 1

Department: AP

Department Monitor: STAGE

Monitor's Telephone #: 850-651-7160

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

Closed:

Cc: BCC RECORDS

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

Procurement/Contract/Lease Number: LO8-0328 Tracking Number: 3241-19
Procurement/Contractor/Lessee Name: Hugh Lambert lease Grant Funded: YES ___ NO
Purpose: renewal
Date/Term: exp. March 15, 2021 1. GREATER THAN \$100,000
Amount: _____ 2. GREATER THAN \$50,000
Department: Airport 3. \$50,000 OR LESS
Dept. Monitor Name: T Stage

Purchasing Review

Procurement or Contract/Lease requirements are met:
Victoria Taravella Date: 2/7/19
Purchasing Manager or designee Jeff Hyde, DeRita Mason, Victoria Taravella

2CFR Compliance Review (if required)

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

Risk Management Review

Approved as written: _____ Date: 2/8/19
see email
Risk Manager or designee Laura Porter or Krystal King

County Attorney Review

Approved as written: _____ Date: 2/11/19
see email
County Attorney Gregory T. Stewart, Lynn Hoshihara, Kerry Parsons or Designee

Following Okaloosa County approval:

Clerk Finance

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

Victoria Taravella

From: Karen Donaldson
Sent: Friday, February 08, 2019 3:15 PM
To: Victoria Taravella
Subject: RE: L08-0328 renewal and amendment

Victoria

This is approved by risk.

Thank you

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: Victoria Taravella <vtaravella@myokaloosa.com>
Sent: Thursday, February 7, 2019 9:26 AM
To: Edith Gibson <egibson@myokaloosa.com>; Karen Donaldson <kdonaldson@myokaloosa.com>
Cc: Jeffrey Hyde <jhyde@myokaloosa.com>
Subject: L08-0328 renewal and amendment

Please review and approve the attached for risk purposes.
Best,

Victoria Taravella

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

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

Victoria Taravella

From: Parsons, Kerry <KParsons@ngn-tally.com>
Sent: Monday, February 11, 2019 12:45 PM
To: Victoria Taravella
Cc: Greg Stewart
Subject: RE: Amendment One to Lambert.docx

Thanks Victoria:

This is the one I approved earlier today. As such, this is approved for legal purposes.

Thank you!
Kerry

Kerry A. Parsons, Esq.
**Nabors
Giblin &
Nickerson**
ATTORNEYS AT LAW
1500 Mahan Dr. Ste. 200
Tallahassee, FL 32308
T. (850) 224-4070
Kparsons@ngn-tally.com

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From: Victoria Taravella <vtaravella@myokaloosa.com>
Sent: Monday, February 11, 2019 1:43 PM
To: Parsons, Kerry <KParsons@ngn-tally.com>; Greg Stewart <gstewart@myokaloosa.com>
Subject: FW: Amendment One to Lambert.docx

Please see attached amendment. I may have already sent you one, if so please disregard the old one and look at this one.

Best,

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

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

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

From: Dave Miner
Sent: Monday, February 11, 2019 12:19 PM
To: Victoria Taravella <vtaravella@myokaloosa.com>
Cc: Allyson Oury <aoury@myokaloosa.com>
Subject: Amendment One to Lambert.docx

Victoria:

Here is the renewal amendment on Mr. Lambert for coordination.

Dave

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

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.



CERTIFICATE OF INSURANCE

Certificate Date: 10/7/2019
Policy Number: LA 000289713-01
Policy Effective: 4/18/2019
Policy Expires: 4/18/2020

Insurance Company: National Union Fire Insurance Company of Pittsburgh, PA
Underwriting Mgrs: AIG Aviation
Insured Name: Cool Creek Aviation and Hugh Lambert

LEGAL LIABILITY COVERAGE

	Each Person	Each Occurrence
Single Limit Bodily Injury/Property Damage, Including Passengers		\$1,000,000.00
* Limit of liability for one passenger shall not exceed	\$100,000.00	X X X X X X X X X
Medical Payments, Including Crew	\$5,000.00	\$20,000.00
Voluntary Settlement,		

Liability Coverage Notes:

AIRCRAFT HULL (PHYSICAL DAMAGE) INSURANCE


Make/Model	N Number	Seats	Insured Value	Hull Coverage	Deductibles NIM	Deductibles IM	Hangared Tied
1977 Cessna 182	N759MU	4	\$200,000	All Risk	\$0.00	\$0.00	Hangared

Hull Coverage Notes:

Certificate Holder

Okaloosa County Airport

5479 A Old Bethel Road Crestview, FL 32536



 HARDY Aviation Insurance, Inc.
 James (Randy) Hardy, President

P.O. BOX 12010
 WICHITA, KS 67277-2010

E-MAIL: hardy@hardyaviationins.com
 WEB SITE: www.hardyaviationins.com

PHONE: (316)-945-6733
 FAX: (316)-945-2330

1-800-721-6733

Dave Miner

From: Karen Donaldson
Sent: Thursday, October 17, 2019 2:56 PM
To: Dave Miner
Subject: RE: Hangar, Block 5 Lot 1

Dave

This insurance meets the requirements of the contract and is approved for insurance purposes by risk management.

Thank you

Karen Donaldson

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



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

From: Dave Miner <dminer@myokaloosa.com>
Sent: Tuesday, October 15, 2019 1:37 PM
To: Karen Donaldson <kdonaldson@myokaloosa.com>
Cc: Allyson Oury <aoury@myokaloosa.com>
Subject: RE: Hangar, Block 5 Lot 1

Karen:

Attached you will find Mr. Lambert's GL and Property COI. Please review for compliance.

Thank you.

Dave

David E. Miner

AIG AEROSPACE INSURANCE SERVICES, INC.

CERTIFICATE OF COMMERCIAL LIABILITY INSURANCE

This certificate is issued for informational purposes only. It certifies that the policies listed in this document have been issued to the Named Insured. It does not grant any rights to any party nor can it be used, in any way, to modify coverage provided by such policies. alteration of this certificate does not change the terms, exclusions or conditions of such policies. Coverage is subject to the provisions of the policies, including any exclusions or conditions, regardless of the provisions of any other contract, such as between the certificate holder and the Named Insured. The limits shown below are the limits provided at the policy inception. Subsequent paid claims may reduce these limits.


Producer: HOPE AVIATION INSURANCE, INC. P.O. BOX 5677 COLUMBIA, SC 29250-5677	Named Insured: HUGH P. LAMBERT 701 MAGAZINE STREET NEW ORLEANS, LS 70130
--	---

General Liability	
Insurer Name: NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA	
Policy Number: AP 003399403-17	
Policy Effective Date: April 22, 2019 Policy Expiration Date: April 22, 2020	
Limits of Insurance	\$ 1,000,000. Each Occurrence Limit
	\$ 50,000. Damage To Premises Rented To You Limit (any one premises)
	\$ 3,000. Medical Expense Limit (any one person)
	\$ 1,000,000. Personal & Advertising Injury Aggregate Limit
	\$ NOT APPLICABLE General Aggregate Limit
	\$ NOT COVERED Products/Completed Operations Aggregate Limit
	Hangarkeepers Limit
	\$ NOT COVERED Each Aircraft Limit
	\$ NOT COVERED Each Loss Limit
\$ NOT APPLICABLE Hangarkeepers Deductible (each aircraft)	
General Aggregate Limit applies per: <input type="checkbox"/> Policy <input type="checkbox"/> Project <input type="checkbox"/> Location	

Description of Operations/Locations/Endorsements/Special Provisions
ADDITIONAL INSURED(S) SUBJECT TO FORM CGL193 ATTACHED TO THIS POLICY. THE CERTIFICATE HOLDER IS PROVIDED THIRTY (30) DAYS (TEN (10) IF FOR NON-PAYMENT OF PREMIUM) NOTICE OF CANCELLATION.

Additional Insured Status	YES
THIS CERTIFICATE DOES NOT GRANT ANY COVERAGE OR RIGHTS TO THE CERTIFICATE HOLDER. IF THIS CERTIFICATE INDICATES THAT THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED, THE POLICY(IES) MUST EITHER BE ENDORSED OR CONTAIN SPECIFIC LANGUAGE PROVIDING THE CERTIFICATE HOLDER WITH ADDITIONAL INSURED STATUS. THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED ONLY TO THE EXTENT INDICATED IN SUCH POLICY LANGUAGE OR ENDORSEMENT.	

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

Certificate Holder: OKALOOSA COUNTY 5479 A OLD BETHEL ROAD CRESTVIEW, FL 32536	Certificate No. 1 April 18, 2019 MJS Date of Issue
Authorized Representative: 	

CGL309 (3/05)

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**RENEWAL AND AMENDMENT OF LEASE L08-0328-AP
HUGH P. LAMBERT HANGAR LEASE AT THE
DESTIN EXECUTIVE AIRPORT**

This Amendment of Lease made and entered into this 5th day of November, 2019, hereby approves this Amendment for lease L08-0328-AP (“the Lease Agreement”), between Hugh P. Lambert (“Lessee”), and Okaloosa County, Florida through its Board of County Commissioners (hereinafter the “County”).

WITNESSETH:

WHEREAS, on August 29, 2008, Lessee entered into Lease Agreement, L08-0328-AP with the County for Hangar Space at the Destin Executive Airport with a current expiration date of March 15, 2021; and

WHEREAS, Lessee desires to renew his Lease; and

WHEREAS, in accordance with Section 30 of the Lease for Hangar Space Option, Lessee is required to give County at least one hundred twenty (120) days written notice prior to the termination of this lease; and

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

WHEREAS, Section 11 of the Lease, titled “Care of 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 agrees to the following:

RENEWAL

1. In accordance with Section 30 of L08-0328-AP, the County hereby renews your Hangar Lease with a new expiration date of March 15, 2041.
2. Lessee by execution of this Hangar Lease Renewal and Amendment, and in consideration of consent by the County of the same, is bound by all terms of the Lease Agreement as

may be amended from time to time and does hereby assume all responsibilities, duties, obligations, rights, and privileges as set forth in the original lease assignment of lease, lease for hangar space and lease for hangar space option.

AMENDMENT

L08-0328-AP is hereby amended as follows:

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

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.

4. Section 6a titled "Ground Lease", is hereby 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 THREE THOUSAND (3,000) square feet at (\$1.50) per square foot per year for a total annual cost of (\$4,500.00) plus state sales tax and County non-ad valorem taxes.

5. Section 7 titled "Escalation Clause", is hereby 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).

6. Section 11 titled "Care of Leased Premises", is deleted and replaced as follows:

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

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

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

8. Section 18c 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 Okaloosa County Airports, 1701 State Road 85 North, Suite 1, Eglin Air Force Base, FL 32542-1498. On request, Lessee shall deliver an exact copy of the policy or policies including all endorsements.

9. Section 27 "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 Air Force Base, Florida, 32542-1498.

10. Section 30 "Renewal of Lease", is hereby deleted in its entirety.

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

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

(The remainder of this page intentionally left blank)

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

OKALOOSA COUNTY, FLORIDA



Charles K. Windes, Jr.
Charles K. Windes, Jr.
Chairman, Board of County Commissioners
Date: 11/5/19


ATTEST:

J.D. Peacock II



J.D. Peacock II
Clerk of Circuit Court


LESSEE




Hugh P. Lambert

Date: 3.1.19

ATTEST:



Witness



Witness

ACKNOWLEDGMENTS

STATE OF Louisiana

PARISH ~~COUNTY~~ OF Orleans

Before me, the undersigned officer duly authorized to take acknowledgments in the COUNTY and STATE aforesaid, personally appeared HUGH P. LAMBERT 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 1st day of March, 2019, AD.



NOTARY

My Commission Expires: at death

Jeremy Z. Soso
Notary Public
La. Bar Roll No. 31974
Notary ID No. 90794

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, 1986 (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"

GENERAL SERVICES INSURANCE REQUIREMENTS FOR HANGAR LEASES

REVISED: 08/13/2018

INSURANCE REQUIREMENTS

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

WORKERS' COMPENSATION INSURANCE

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

2. Such insurance shall comply with the Florida Workers' Compensation Law.
3. No class of employee, shall be excluded from the Workers' Compensation insurance coverage. The Workers' Compensation insurance shall also include Employer's Liability coverage.

GENERAL LIABILITY INSURANCE

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

PROPERTY INSURANCE

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

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

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

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

INSURANCE LIMITS OF LIABILITY

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

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

NOTICE OF CLAIMS OR LITIGATION

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

INDEMNIFICATION & HOLD HARMLESS

To the fullest extent permitted by law, Lessee shall indemnify and hold harmless the County, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or wrongful conduct of the Lessee.

CERTIFICATE OF INSURANCE

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

GENERAL TERMS

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

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

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

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

UMBRELLA INSURANCE

The Lessee shall have the right to meet the liability insurance requirements with the purchase of an umbrella insurance policy. In all instances, the combination of primary

and umbrella liability coverage must equal or exceed the minimum liability insurance limits stated in this Agreement.

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 5479 OLD BETHEL ROAD CRESTVIEW, FL 32536 PHONE: (850) 689-5977 riskinfo@co.okaloosa.fl.us.

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

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.



CERTIFICATE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)
04/26/2018

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

PRODUCER Southern Insurance Agency LLC 725 Magazine Street, Unit E New Orleans, LA 70130		CONTACT NAME: Louis Faust PHONE (A/C, No., Ext): 504-528-9242 FAX (A/C, No.): 504-528-9245 E-MAIL ADDRESS: lfaust@siallc.com PRODUCER CUSTOMER ID: 2656	
INSURED Hugh P. Lambert 701 Magazine St New Orleans, LA 70130		INSURER(S) AFFORDING COVERAGE INSURER A: Evanston INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

RECEIVED
 MAY 02 2018
 BY: PURCH

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

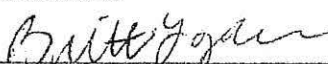
LOCATION OF PREMISES / DESCRIPTION OF PROPERTY (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 1701 State Rd, 85 N Enghin AFB, FL 32542 - Unit D, Blk 5. Airport Rd, Ft Walton Beach, FL 32541

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	COVERED PROPERTY	LIMITS	
A	<input checked="" type="checkbox"/> PROPERTY	1AA111706	08/09/17	08/09/18	<input checked="" type="checkbox"/> BUILDING	\$ 125,000	
	CAUSES OF LOSS				DEDUCTIBLES	<input type="checkbox"/> PERSONAL PROPERTY	\$
	<input type="checkbox"/> BASIC				BUILDING	<input type="checkbox"/> BUSINESS INCOME	\$
	<input type="checkbox"/> BROAD				1,000/3%	<input type="checkbox"/> EXTRA EXPENSE	\$
	<input checked="" type="checkbox"/> SPECIAL				CONTENTS	<input type="checkbox"/> RENTAL VALUE	\$
	<input checked="" type="checkbox"/> EARTHQUAKE					<input type="checkbox"/> BLANKET BUILDING	\$
	<input checked="" type="checkbox"/> WIND					<input type="checkbox"/> BLANKET PERS PROP	\$
				<input type="checkbox"/> BLANKET BLDG & PP	\$		
					\$		
	<input type="checkbox"/> INLAND MARINE	TYPE OF POLICY				\$	
	CAUSES OF LOSS	POLICY NUMBER				\$	
	<input type="checkbox"/> NAMED PERILS					\$	
	<input type="checkbox"/> CRIME					\$	
	TYPE OF POLICY					\$	
	<input type="checkbox"/> BOILER & MACHINERY / EQUIPMENT BREAKDOWN					\$	
						\$	
						\$	
		108-0328-AP				\$	
						\$	

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

Replacement Cost Valuation. 80% Co-Insurance. \$1,000 AOP deductible. 3% Wind/Hail deductible, subject to \$5,000 minimum. Thirty (30) days written notice will be provided to Okaloosa County for any changes, cancellations or non-renewal of the policy, with the exception of ten (10) day notice of expiration due to non-payment of premium. Certificate Holder is listed as loss payee.

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

AIRCRAFT INSURANCE POLICY COVERAGE SUMMARY PAGE

This page, the policy provisions, and the endorsements attached, completes this policy at its inception.

Policy number LA 000274651-04 Issued by: NATIONAL UNION FIRE INSURANCE CO. OF PITTSBURGH, PA
175 WATER STREET, 18TH FLOOR, NEW YORK, NY 10038

Item 1. **Your Name and Address:** KANNER AND WHITELEY LLC
701 CAMP ST
NEW ORLEANS, LA 70130-3701, USA

Item 2. Policy Period: From June 17, 2017 to June 17, 2018
Beginning and ending at 12:01 a.m. standard time at the address shown in Item 1. above.

Item 3. Coverage only applies as indicated by a specific limit, premium and deductible.

	Limits of Liability	Premiums
A. Aircraft Liability Single Limit for Bodily Injury and Property Damage <u>In</u> cluding Passengers , but Passenger Bodily Injury Limited within the Single Limit to	\$ <u>1,000,000.</u> each occurrence	\$ 432.
B. Medical Expense <u>In</u> cluding crew	\$ <u>100,000.</u> each passenger	
C. Physical Damage to Your Aircraft	\$ <u>5,000.</u> each passenger	\$ 0.

	Coverage Type and Deductibles				
	Agreed Value	Not-in-Motion	Not-in-Flight	Flight	
ID Number Year Make and Model					
N378CD 2004 CIRRUS SR22	\$ 325,000.	\$ 0.	\$ 0.	\$ 0.	2,884.
	\$	\$	\$	\$	
	\$	\$	\$	\$	
	\$	\$	\$	\$	
	\$	\$	\$	\$	
	\$	\$	\$	\$	

Endorsements: LAD01-NU 02/12, LAD180, LAD1541, AVN48B, UE1066, AVN38B, AV882, \$ 1.
AVN46B, LAD857, UE858, LAD23, UE2000A, UE2001A, UE1437, LAD409,
SE52146

State and Local Premium Taxes and Surcharges: \$ 0.00

Total Premium \$ 3,317.00

Item 4. The **aircraft** will be used only for **Business and Pleasure use**.

Item 5. While the **aircraft** is in **flight** it will be piloted only by the person(s) meeting the provisions of the "Pilots Endorsement".

Producer TRAVERS AND ASSOCIATES
T00146 P.O. BOX 220519, , ST. LOUIS, MO 63122

Countersigned _____

At _____

By _____
(Authorized Representative)

Approved By 
(Authorized Representative)



Okaloosa County Airports

State of Florida

February 9, 2018

Hugh Lambert
701 Magazine Street
New Orleans, LA 71030-3629

Re: Block 5 Lot 1

Dear Mr. Lambert:

Please be advised that your certificate of insurance for both your Aircraft and Property (Hangar) on file has expired. In order to comply with your lease agreement with Okaloosa County, Florida, you must provide a copy of your certificate's of insurance to Okaloosa County, 5479 A Old Bethel Road, Crestview, FL 32536 with a copy to this office (dminer@co.okaloosa.fl.us) as soon as possible.

Said certificate of insurance should reflect the following:

- \$1,000,000.00 Combined Single Limits (CSL) coverage for public liability and aircraft liability and listed as additional insured
- Property insurance in an amount not less than full replacement value of hangar listed as loss payee
- Thirty / ten day notice of cancellation with address listed above
- Description of premises covered
- Tailnumber of Aircraft(s)

On your certificates of insurance the insurance policy must either be issued to the Lessee or specifically name the Lessee as an additional insured and list Okaloosa County as an additional insured/certificate holder addressed as Okaloosa County, 5479 A Old Bethel Road, Crestview, FL 32536.

Insurance cancellation should read, All insurance policies shall include a clause to provide 30 days written notice to Okaloosa County for any changes, cancellations or non-renewal of the policy, with the exception of 10 day notice for cancellation due to non-payment of the premium.

Your attention in this matter is very much appreciated. If you have any questions, please call.

Sincerely,

A handwritten signature in cursive script, appearing to read "David E. Miner". The signature is fluid and connected, with a prominent initial "D" and a long, sweeping tail.

David E. Miner
Airports Administration



AIG AEROSPACE INSURANCE SERVICES, INC.

CERTIFICATE OF COMMERCIAL LIABILITY INSURANCE

This certificate is issued for informational purposes only. It certifies that the policies listed in this document have been issued to the Named Insured. It does not grant any rights to any party nor can it be used, in any way, to modify coverage provided by such policies. alteration of this certificate does not change the terms, exclusions or conditions of such policies. Coverage is subject to the provisions of the policies, including any exclusions or conditions, regardless of the provisions of any other contract, such as between the certificate holder and the Named Insured. The limits shown below are the limits provided at the policy inception. Subsequent paid claims may reduce these limits.

Producer: HOPE AVIATION INSURANCE, INC. P.O. BOX 5677 COLUMBIA, SC 29250-5677	Named Insured: HUGH P. LAMBERT 701 MAGAZINE STREET NEW ORLEANS, LA 70130
---	--

General Liability		
Insurer Name: NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA		
Policy Number: AP 003399403-16		
Policy Effective Date: April 22, 2018		Policy Expiration Date: April 22, 2019
Limits of Insurance	\$ 1,000,000.	Each Occurrence Limit
	\$ 50,000.	Damage To Premises Rented To You Limit (any one premises)
	\$ 3,000.	Medical Expense Limit (any one person)
	\$ 1,000,000.	Personal & Advertising Injury Aggregate Limit
	\$ NOT APPLICABLE	General Aggregate Limit
	\$ NOT COVERED	Products/Completed Operations Aggregate Limit
		Hangarkeepers Limit
	\$ NOT COVERED	Each Aircraft Limit
	\$ NOT COVERED	Each Loss Limit
\$ NOT APPLICABLE	Hangarkeepers Deductible (each aircraft)	
General Aggregate Limit applies per: <input type="checkbox"/> Policy <input type="checkbox"/> Project <input type="checkbox"/> Location		

Description of Operations/Locations/Endorsements/Special Provisions

ADDITIONAL INSURED(S) SUBJECT TO FORM CGL193 ATTACHED TO THIS POLICY.

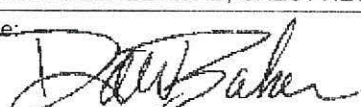
L08-0328-AP

Additional Insured Status YES

THIS CERTIFICATE DOES NOT GRANT ANY COVERAGE OR RIGHTS TO THE CERTIFICATE HOLDER. IF THIS CERTIFICATE INDICATES THAT THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED, THE POLICY(IES) MUST EITHER BE ENDORSED OR CONTAIN SPECIFIC LANGUAGE PROVIDING THE CERTIFICATE HOLDER WITH ADDITIONAL INSURED STATUS. THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED ONLY TO THE EXTENT INDICATED IN SUCH POLICY LANGUAGE OR ENDORSEMENT.

Cancellation

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

Certificate Holder: BOARD OF COUNTY COMMISSIONERS, OKALOOSA, COUNTY, FLORIDA COURTHOUSE; ATTN: JOHN CHRISTOPHER 5749 A OLD BETHEL ROAD; CRESTVIEW, FL 32536	Certificate No. 2
Authorized Representative: 	May 3, 2018 LS Date of Issue

CGL309 (3/05)

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**Contract # L08-0328-AP
 HUGH LAMBERT
 DAP BLOCK 5/LOT 1
 EXPIRES: 03/15/2021**

AIG AEROSPACE INSURANCE SERVICES, INC.

CERTIFICATE OF COMMERCIAL LIABILITY INSURANCE

This certificate is issued for informational purposes only. It certifies that the policies listed in this document have been issued to the Named Insured. It does not grant any rights to any party nor can it be used, in any way, to modify coverage provided by such policies. alteration of this certificate does not change the terms, exclusions or conditions of such policies. Coverage is subject to the provisions of the policies, including any exclusions or conditions, regardless of the provisions of any other contract, such as between the certificate holder and the Named Insured. The limits shown below are the limits provided at the policy inception. Subsequent paid claims may reduce these limits.

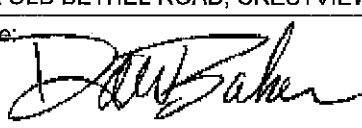
Producer: HOPE AVIATION INSURANCE, INC. P.O. BOX 5677 COLUMBIA, SC 29250-5677	Named Insured: HUGH P. LAMBERT 701 MAGAZINE STREET NEW ORLEANS, LA 70130
--	---

General Liability	
Insurer Name: NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA	
Policy Number: AP 003399403-15	
Policy Effective Date: April 22, 2017 Policy Expiration Date: April 22, 2018	
Limits of Insurance	\$ 1,000,000. Each Occurrence Limit
	\$ 50,000. Damage To Premises Rented To You Limit (any one premises)
	\$ 3,000. Medical Expense Limit (any one person)
	\$ 1,000,000. Personal & Advertising Injury Aggregate Limit
	\$ NOT APPLICABLE General Aggregate Limit
	\$ NOT COVERED Products/Completed Operations Aggregate Limit
	Hangarkeepers Limit
	\$ NOT COVERED Each Aircraft Limit
\$ NOT COVERED Each Loss Limit	
\$ NOT APPLICABLE Hangarkeepers Deductible (each aircraft)	
General Aggregate Limit applies per: <input type="checkbox"/> Policy <input type="checkbox"/> Project <input type="checkbox"/> Location	

Description of Operations/Locations/Endorsements/Special Provisions
 ADDITIONAL INSURED(S) SUBJECT TO FORM CGL193 ATTACHED TO THIS POLICY.

Additional Insured Status YES
 THIS CERTIFICATE DOES NOT GRANT ANY COVERAGE OR RIGHTS TO THE CERTIFICATE HOLDER. IF THIS CERTIFICATE INDICATES THAT THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED, THE POLICY(IES) MUST EITHER BE ENDORSED OR CONTAIN SPECIFIC LANGUAGE PROVIDING THE CERTIFICATE HOLDER WITH ADDITIONAL INSURED STATUS. THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED ONLY TO THE EXTENT INDICATED IN SUCH POLICY LANGUAGE OR ENDORSEMENT.

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

Certificate Holder: BOARD OF COUNTY COMMISSIONERS, OKALOOSA, COUNTY, FLORIDA COURTHOUSE; ATTN: JOHN CHRISTOPHER 5749 A OLD BETHEL ROAD; CRESTVIEW, FL 32536	Certificate No. <u>2</u>
Authorized Representative: 	May 12, 2017 MJS Date of Issue

CGL309 (3/05)

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LEASE FOR HANGAR SPACE OPTION

BETWEEN

BOARD OF COUNTY COMMISSIONERS
OKALOOSA COUNTY, FLORIDA

AND

HUGH P. LAMBERT

This LEASE FOR HANGAR SPACE fully executed this 29th day of August, 2008, by and between the COUNTY OF OKALOOSA, a political subdivision of the State of Florida, acting by and through its BOARD OF COUNTY COMMISSIONERS (hereinafter called "COUNTY") and HUGH P. LAMBERT (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 5 Lot 1 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 March 15, 2021.

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

L08-0328-AP13-154
LESSEE: HUGH LAMBERT
DAP BLOCK 5/LOT 1
EXPIRES: 3/15/2021

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

SECTION 3: IMPROVEMENTS TO COUNTY

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

SECTION 4: CONSTRUCTION OF HANGAR

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

SECTION 5: BUILDING, ALTERATIONS, AND PERMITS

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

SECTION 6: RENTALS

a. GROUND LEASE:

LESSEE shall pay in advance an annual ground lease fee established by an independent appraisal. The fee shall be adjusted in accordance with Section 7. The ground lease and applicable sales tax will be billed annually, in advance, and is payable to the Airports Director, Okaloosa County Airports, 1701 Highway 85 North, Eglin Air Force Base, Florida, 32542-1498. The lease includes THREE THOUSAND (3,000) square feet at EIGHTY (\$.80) cents per square foot per year for a total annual cost of TWO THOUSAND FOUR HUNDRED ONE DOLLARS AND NINETEEN CENTS (\$2,401.19) plus tax.

b. LATE CHARGES:

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

SECTION 7: ESCALATION CLAUSE:

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

SECTION 8: UTILITIES

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

SECTION 9: RIGHTS OF LESSOR

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

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

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

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

SECTION 10: COMPLIANCE WITH GOVERNMENTAL PROCEDURES

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

SECTION 11: CARE OF LEASED PREMISES

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

SECTION 12: MAINTENANCE IN LEASED PREMISES

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

SECTION 13: TAXES

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

SECTION 14: ASSIGNMENT AND SUBLEASE

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

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

SECTION 15: INSPECTION ON ASSIGNMENT

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

SECTION 16: RISK OF LOSS OR DAMAGE TO HANGAR

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

SECTION 17: RIGHTS OF ENTRY RESERVED

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

SECTION 18: INSURANCE

a. LIABILITY:

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

b. PROPERTY:

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

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

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

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

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

SECTION 19: NOTICES

Any and all notices to be given under this LEASE may be served by enclosing the same in a sealed envelope and directed to the other party at its address and deposited in the mail as first class mail with postage therein paid. When so given, such notice shall be effective from the date of mailing. Unless otherwise provided in writing by the parties hereto, the address of the AIRPORT DIRECTOR is as follows: Okaloosa County Airports, 1701 Highway 85 North, Eglin Air Force Base, Florida 32542-1413. The address of the LESSEE is: Hugh P. Lambert, 701 Magazine Street, New Orleans, LA 71030-3629.

SECTION 20: HOLD HARMLESS

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

SECTION 21: BINDING NATURE OF LEASE

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

SECTION 22: PROHIBITED ACTIVITY

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

SECTION 23: COMMERCIAL ACTIVITY PROHIBITED

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

SECTION 24: RESTRICTIONS ON MECHANIC'S LIENS

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

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

SECTION 25: TERMINATION BY LESSOR

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

SECTION 26: NON-DISCRIMINATION

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

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

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

SECTION 27: PLACE OF PAYMENTS

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

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

SECTION 28: CONSTRUCTION AND APPLICATION OF TERMS

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

SECTION 29: LEGAL DESCRIPTION

Contains 3,000 square feet more or less.

SECTION 30: RENEWAL OF LEASE

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

a. OPTION TERM:

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

b. RENT:

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

c. NOTICE:


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

SECTION 31: ENTIRE LEASE

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

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

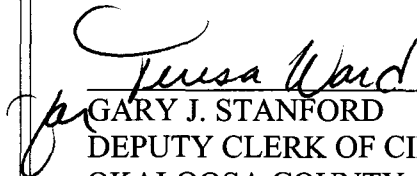
BOARD OF COUNTY COMMISSIONERS
OKALOOSA COUNTY, FLORIDA



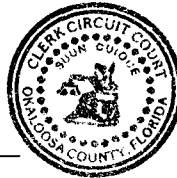
JAMES CAMPBELL
CHAIRMAN

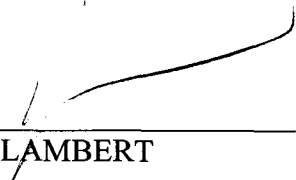


ATTEST:

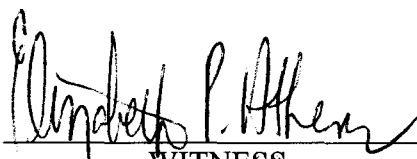


GARY J. STANFORD
DEPUTY CLERK OF CIRCUIT COURT
OKALOOSA COUNTY, FLORIDA

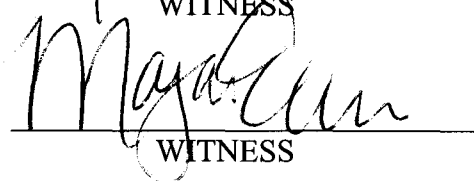




HUGH P. LAMBERT



WITNESS




WITNESS

ACKNOWLEDGMENTS

Louisiana
STATE OF ~~FLORIDA~~
COUNTY OF ~~OKALOOSA~~ *Orleans*

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

Sworn and subscribed before me this 13 day of August, 2008, AD.


NOTARY # 9038

My Commission expires: with life