EXHIBIT B

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: <u>1/5/2009</u>	
Contract/Lease Control #:	L09-0352-AP
Bid #: <u>N/A</u>	Contract/Lease Type: REVENUE
Award To/Lessee: NORTH	OKALOOSA FIRE DISTRICT
Lessor: OKALOOSA COUNTY	AIRPORT
Effective Date: <u>12/18/2008</u>	
Term: <u>12/31/2028 W/5 YEAF</u>	RENEWAL OPTIONS Cost: \$1.00 PER YEAR
Description of Contract/Lease	: <u>LEASE SPACE FOR STATION 82 AND INTERLOCAL</u> <u>AGREEMENT</u>
Department Manager: AIRPO	<u>RT</u>
Department Monitor: G. DON	OVAN
Monitor's Telephone #:	<u>651-7160</u>
Monitor's FAX #:	<u>651-7164</u>
Date Closed:	

Finance Dept Contracts & Grants Division

Cc:

AMERICAN ALTERNATIVE INSURANCE CORPORATION ADMINISTRATIVE OFFICE 555 COLLEGE ROAD EAST PRINCETON NJ 08543-5241

NOTICE OF NONRENEWAL OF INSURANCE

Named Insured & Mailing Address:

Producer: VFIS

NORTH OKALOOSA FIRE DISTRICT PO BOX 973 CRESTVIEW FL 32536

183 LEADER HEIGHTS ROAD P.O. BOX 2726 YORK PA 17405

Reference: APPLIES TO PREMISE #4 ITEM #1

Policy No.: VFISTR 2058604 10

Type of Policy: PACKAGE INCLUDING AUTO

Date of Expiration: 10/01/2018; 12:01 A.M. Local Time at the mailing address of the Named Insured.

We are nonrenewing this policy. Coverage will cease on the Expiration Date shown above.

Our records indicate you are an "insured" or other party of interest under this policy. This is your notice that the named insured's coverage under this policy is being nonrenewed on the Expiration Date indicated in the above box.

L09-0352-AP

RECEIVED BY: PURCH

Mortgagee/Lienholder

OKALOOSA COUNTY 602-C N PEARL ST CRESTVIEW FL 32536 Date Mailed:

4th day of June, 2018

AUTHORIZED REPRESENTATIVE



DATE (MM/DD/YYYY) 09/08/2017

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

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

tl	nis certificate does not confer rights t	o the	certi	ificate holder in lieu of su							was well also a second
	DUCER				CONTACT NAME: Ronald Clark						
	ller Insurance LLC 21 US Highway 98 W				PHONE (A/C, No	Evt): (850) 622-5283		FAX	50)	622-5287
10	21 05 Highway 50 W				E-MAIL	2, Ent/:	•		(7/0, 110). \-		
Sa	nta Rosa Beach FL 32459				ADDRESS: ron@fullerinsurance.us					NAIC#	
					INSURER(S) AFFORDING COVERAGE INSURER A: American Alt Ins Corp						
INSL	IRED			(850) 682-1808	E		in Alt ins	COLD			19720
100000000000000000000000000000000000000	th Okaloosa Fire District				INSURE					-	
DO.	Box 973	0			INSURE	RC:					
PO	LO	352-AP	INSURE	RD:							
Cre	estview FL 32536				INSURE	RE:					
L					INSURE	RF:	No.				
				NUMBER: Cert ID 11				REVISION NUM			
C	HIS IS TO CERTIFY THAT THE POLICIES IDICATED. NOTWITHSTANDING ANY RE ERTIFICATE MAY BE ISSUED OR MAY I KCLUSIONS AND CONDITIONS OF SUCH	QUIR PERT	EME	NT, TERM OR CONDITION THE INSURANCE AFFORDI	OF AN'	Y CONTRACT THE POLICIES	OR OTHER DESCRIBED	OCUMENT WITH	RESPECT	TO	WHICH THIS
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A	X COMMERCIAL GENERAL LIABILITY	INSD	WVD	POLICT NOWBER	THE PERSON NAMED IN	(MM/DD/YYYY)	(MINI/DD/YYYY)	EACH OCCUPPENCE			1,000,000
	CLAIMS-MADE X OCCUR			TBD		10/01/2017	10/01/2018	DAMAGE TO RENTE PREMISES (Ea occur	0		1,000,000
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	X EXCESS LIAB CLAIMS-MADE							AGGREGATE	\$:	2,000,000
	DED RETENTION \$				Andrew A			Prod/Com Ops	Ag \$		2,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N		1					PER STATUTE	ER ER		
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N/A						E.L. EACH ACCIDEN	T \$		
	(Mandatory in NH) If yes, describe under							E.L. DISEASE - EA EN	MPLOYEE \$		
	DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICE	CY LIMIT \$		F-
									\$		
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Oka	iloosa County		THE	EXPIRATION	DATE THE	ESCRIBED POLICI REOF, NOTICE Y PROVISIONS.					
574	9 Old Bethel Rd			I		RIZED REPRESEN	TATIVE				
Cre	5749 Old Betnel Rd					Market full					



DATE (MM/DD/YYYY) 8/19/2015

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

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

INSURER A: American Alt Ins Corp 19720 INSURER B: INSURER C: INSURER C: INSURER D: INSURER E: INSURER E: INSURER F:	PRODUCER	CONTACT NAME: Ronald Clark	
Santa Rosa Beach FL 32459 ADDRESS: Carrie@fullerinsurance.us INSURER(S) AFFORDING COVERAGE NAIC INSURER A : American Alt Ins Corp 19720 INSURE B : INSURER C: INSURER C: INSURER D: Crestview FL 32536 INSURER E: INSURER F:		PHONE (A/C, No, Ext): (850) 622-5283 FAX (A/C, No): (850)	622-5287
INSURER(S) AFFORDING COVERAGE NAIC INSURER A : American Alt Ins Corp 19720 INSURED North Okaloosa Fire District INSURER B: INSURER C: INSURER D: INSURER D: INSURER E: INSURER F:	Santa Posa Reach EL 32450	E-MAIL ADDRESS: carrie@fullerinsurance.us	
INSURER B: North Okaloosa Fire District PO Box 973 Crestview FL 32536 INSURER D: INSURER D: INSURER E: INSURER F:	Banca Rosa Beach Ph 32439	INSURER(S) AFFORDING COVERAGE	NAIC #
North Okaloosa Fire District PO Box 973 Crestview FL 32536 INSURER D: INSURER E: INSURER F:		INSURER A: American Alt Ins Corp	19720
INSURER C :		INSURER B:	
Crestview FL 32536 INSURER F: INSURER F:	MOTELL ORATOOBA FITE DIBUTEC	INSURER C:	
INSURER F :	PO Box 973	INSURER D:	
	Crestview FL 32536	INSURER E:	
CONTRACTO CONTRACTOR C		INSURER F:	
COVERAGES CERTIFICATE NUMBER: Cert ID 71 REVISION NUMBER:	COVERAGES CERTIFICATE NUMI	BER: Cert ID 71 REVISION NUMBER:	

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

INSR LTR		TYPE OF INSURANCE		SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s	
A	Х	CLAIMS-MADE X OCCUR	Y		VFISTR205860407	10/1/2014	10/1/2015	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	1,000,000
								MED EXP (Any one person)	\$	5,000
								PERSONAL & ADV INJURY	\$	1,000,000
	GEN	N'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$	3,000,000
	X	POLICY PRO- LOC						PRODUCTS - COMP/OP AGG	\$	3,000,000
		OTHER:							\$	
	AUT	OMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000
	X	ANY AUTO			VFISTR205860407	10/1/2014	10/1/2015	BODILY INJURY (Per person)	\$	
		ALL OWNED SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$	
		HIRED AUTOS NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	\$	
									\$	
•50		UMBRELLA LIAB X OCCUR			VFISTR205860407	10/1/2014	10/1/2015	EACH OCCURRENCE	\$	1,000,000
	X	EXCESS LIAB CLAIMS-MADE			¥			AGGREGATE	\$	2,000,000
		DED RETENTION\$						Prod/Com Ops Ag	\$	2,000,000
		RKERS COMPENSATION EMPLOYERS' LIABILITY Y / N						PER OTH- STATUTE ER		
1	ANY	PROPRIETOR/PARTNER/EXECUTIVE CER/MEMBER EXCLUDED?	N/A					E.L. EACH ACCIDENT	\$	
	(Mar	idatory in NH)						E.L. DISEASE - EA EMPLOYEE	\$	
	DES	CRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$	

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

L09-0352-AP C06-1403-PS

CERTIFICATE HOLDER	CANCELLATION
Okaloosa County	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
602-C North Pearl St	AUTHORIZED REPRESENTATIVE
Crestview FL 32536	Marchet full

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ACC	RO
ACC	KL

DATE (MM/DD/YYYY) 06/13/2014

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RODUCER Fuller I rousenee LLC		CI	ONTACT Carrie J G	orman				
Fuller Insurance LLC		PI	HONE (PEN) E	22-5283 x104	FAX (A/C, No):	(850) 89	5-3108	
P O Box 1583 Santa Rosa Beach, FL 32459		1.5	MAIL CARRIE @fu	llerinsurance				
Carrie 11000 00001,1 2 02 100		1	DURESS:		DING COVERAGE		NAIC #	
		-		nerican Altern			19720	
ISURED North Okaloosa Fire District			INSURER B :					
PO Box 973			SURER C :					
Crestview, FL 32536								
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			SURER F:					
OVERAGES CE	RTIFICATE		issite it.		REVISION NUMBER:			
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TYPE OF INSURANCE	INSR W/D	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s		
GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY	Y	VFIS-TR-2058604-06	10/01/2013		EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	s	1,000,000	
CLAIMS-MADE OCCUR			İ		MED EXP (Any one person)	5	5,000	
					PERSONAL & ADV INJURY	3	1,000,00	
			i.		GENERAL AGGREGATE	s	3,000,000	
GEN'L AGGREGATE LIMIT APPLIES PER:	- :		f		PRODUCTS - COMP/OP AGG	3	3,000,000	
POLICY PRO-						5		
AUTOMOBILE LIABILITY	Y	VFIS-TR-2058604-06	10/01/2013	10/01/2014	COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,00	
ANY AUTO					BOOILY INJURY (Per person)	8		
ALL OWNED SCHEDULED AUTOS			7		BODILY INJURY (Per accident)	8		
HIRED AUTOS NON-OWNED AUTOS	1 1 1				PROPERTY DAMAGE (Per accident)	\$		
			İ			5		
UMBRELLA LIAB OCCUR					EACH OCCURRENCE	5		
EXCESS LIAB CLAIMS-MAD	E				AGGREGATE	s		
DED RETENTION \$	7					5		
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		7/10			TORY LIMITS ER	, ,,,		
ANY PROPRIETOR/PARTNER/EXECUTIVE	ALN				E.L. EACH ACCIDENT	5		
OFFICER/MEMBER EXCLLIDED? (Mandatory In NH)]				E.L. DISEASE - EA EMPLOYEE	s		
If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT	s		
ESCRIPTION OF OPERATIONS / LOCATIONS / VEHIC	LES (Attach ACC	ORD 101, Additional Remarks Sched	ule, if more space is req	uired)				
109-035	2-	AP						
CUI								
ERTIFICATE HOLDER			CANCELLATION					
Fax #: (850) 689-5032		T						
Okaloosa County Purchasin 602-C N Pearl St Crestview, FL 32536	g Dept			DATE THE	ESCRIBED POLICIES BE CA REOF, NOTICE WILL BE Y PROVISIONS.			
		A	AUTHORIZED REPRESE	NTATIVE	Row Clas	2		

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Customer No. Certificate No.

827358 A-000007943

LO9-0352-AP

CERTIFICATE of INSURANCE

This certificate is issued to

Okaloosa County 602 C N Pearl St Crestview, FL 32536

On behalf of Named Insured

Flying BS LLC.

291 SCENIC GULF DR PH 1800 MIRAMAR BEACH, FL 32550-7137

Insurer

U.S. Specialty Insurance Company

Issuing Insurer Policy No.

SA00153764

Policy Period

June 8, 2014 to June 8, 2015

Limits of Liability Insured Aircraft Coverage Aircraft Liability \$1,000,000 each occurrence limited to \$100,000 per passenger 2005 LANCAIR COLUMBIA 350, N241EB

Additional Coverages or Agreements

The Certificate Holder is included as an Additional Insured with respect to operations of the Named Insured.

This certificate is issued for information 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. Notice is hereby given that AOPA Insurance Services is not the Insurer hereunder and shall not be held liable for any loss or damage. Should any of the above described policies be cancelled before the expiration date thereof, the Issuing Insurer will endeavor to provide thirty (30) days advance notice to the Certificate Holder, but failure to do so shall impose no obligation or liability or any kind upon the Insurer, its agents or representatives.

Date of Issue: June 10, 2014

By: Authorized Representative

ACC	RO
ACC	KL

DATE (MM/DD/YYYY) 06/13/2014

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Fuller Insurance LLC		PI	HONE (PEN) E	22-5283 x104	FAX (A/C, No):	(850) 89	5-3108	
P O Box 1583 Santa Rosa Beach, FL 32459		1.5	MAIL CARRIE @fu	llerinsurance				
Carrie 11000 00001,1 2 02 100		1	DURESS:		DING COVERAGE		NAIC #	
		-		nerican Altern			19720	
ISURED North Okaloosa Fire District			INSURER B :					
PO Box 973			SURER C :					
Crestview, FL 32536								
		Transition of the second of th	SURER D :					
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OVERAGES CE	RTIFICATE		issite it.		REVISION NUMBER:			
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TYPE OF INSURANCE	INSR W/D	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s		
GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY	Y	VFIS-TR-2058604-06	10/01/2013		EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	s	1,000,000	
CLAIMS-MADE OCCUR			İ		MED EXP (Any one person)	5	5,000	
					PERSONAL & ADV INJURY	3	1,000,00	
			i.		GENERAL AGGREGATE	s	3,000,000	
GEN'L AGGREGATE LIMIT APPLIES PER:	- :		f		PRODUCTS - COMP/OP AGG	3	3,000,000	
POLICY PRO-						5		
AUTOMOBILE LIABILITY	Y	VFIS-TR-2058604-06	10/01/2013	10/01/2014	COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,00	
ANY AUTO					BOOILY INJURY (Per person)	8		
ALL OWNED SCHEDULED AUTOS			7		BODILY INJURY (Per accident)	8		
HIRED AUTOS NON-OWNED AUTOS	1 1 1				PROPERTY DAMAGE (Per accident)	\$		
			İ			5		
UMBRELLA LIAB OCCUR					EACH OCCURRENCE	5		
EXCESS LIAB CLAIMS-MAD	E				AGGREGATE	s		
DED RETENTION \$						5		
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		7/10			TORY LIMITS ER			
ANY PROPRIETOR/PARTNER/EXECUTIVE	ALN				E.L. EACH ACCIDENT	5		
OFFICER/MEMBER EXCLLIDED? (Mandatory In NH)]				E.L. DISEASE - EA EMPLOYEE	s		
If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT	s		
ESCRIPTION OF OPERATIONS / LOCATIONS / VEHIC	LES (Attach ACC	ORD 101, Additional Remarks Sched	ule, if more space is req	uired)				
109-035	2-	AP						
CUI								
ERTIFICATE HOLDER			CANCELLATION					
Fax #: (850) 689-5032	-	T						
Okaloosa County Purchasin 602-C N Pearl St Crestview, FL 32536	g Dept			DATE THE	ESCRIBED POLICIES BE CA REOF, NOTICE WILL BE Y PROVISIONS.			
		A	AUTHORIZED REPRESE	NTATIVE	Row Clas	2		

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L09-0352-AP NORTH OKALOOSA FIRE DISTRICT LEASE SPACE FOR STATION 82 & INTERLOCAL AGREEMENT EXPIRES: 12/31/2028

BETWEEN BOARD OF COUNTY COMMISSIONERS OKALOOSA COUNTY, FLORIDA AND NORTH OKALOOSA FIRE DISTRICT

This LEASE AGREEMENT fully executed this ______ day of ________, 2008, by and between Okaloosa County, a political subdivision of the State of Florida, acting by and through its Board of Commissioners, ("County") and NORTH OKALOOSA FIRE DISTRICT ("Lessee"). This Lease Agreement supersedes Lease Agreement dated October 21, 2003 and all other Agreements.

WITNESSETH:

County hereby lets to Lessee and Lessee hereby takes from County at the Bob Sikes Airport in the County of Okaloosa, State of Florida ("Airport"), that certain location designated as Station 82, fire protection facility, as shown on file in the office of the Airports Director, which is hereby incorporated herein by reference. This building is for the storage of fire fighting vehicles, related equipment, and fire district operations. Additional vehicles or any type of motorized transportation may be stored in the building with proper notice to the County provided that proof of required insurance coverage is provided to the County.

This Lease Agreement ("Lease") is subject to the following terms, covenants, conditions, and agreements to be kept, performed, and observed by the Lessee.

SECTION 1: TERM

The term of this lease agreement shall be for a period of twenty years, commencing on the last date of execution of the parties, and ending at midnight on the last day of December 2028. The Fire District shall have the option and right to extend this Lease for 5-year renewals upon mutual agreement of the parties. Such option shall be exercised by the Fire District providing to the County written notification of its intent to exercise the option no later than sixty days before the prior term ends.

SECTION 2: USE OF PREMISES

a. Lessee does hereby lease from County the as-built fire protection facility. Lessee may use the premises for all purposes necessary and reasonable to maintain and provide general and special fire services, and emergency services to the District and other lessees of the Bob Sikes Airport Properties, and for the administration of the District. Ingress and egress will be granted by County to Lessee for Bob Sikes Airport and John Givens Road. Parking around the facility shall be non-exclusive except that there shall be eight (8) marked spaces, a concrete area on the west side of the building in front of the bays, and an area approximately 80' x 172' on the airport side of the ramp, reserved for

the temporary positioning of official NOFD equipment and vehicles. (See Exhibit A.)

- b. Lessee agrees to permit County to reserve the conference room for meetings at any time requested when not in use by Lessee.
- c. Lessee agrees to reserve one (1) office as shown on the drawing in Exhibit B exclusively for County use.

SECTION 3: IMPROVEMENTS TO COUNTY; DEPRECIATION VALUE

Any and all improvements installed, erected, or placed within the Leased Premises, including alterations and repairs are the absolute and sole property of County. 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).

If this lease agreement is terminated by Okaloosa County prior to completion of the first 20 year lease term, then the funds expended by NOFD to build the facility and any upgrades which were approved by Okaloosa County, shall be repayable to NOFD, minus the depreciation value as computed on a straight line 25 year schedule. The parties agree that NOFD has contributed \$414,600, for the interior, wiring, and generator, and that amount shall set the basis of depreciation. At termination, depreciation values will be verified by a certified public accountant or auditing agent mutually agreed upon by the parties. The determined depreciation value will be due within sixty (60) days after verification.

SECTION 4: BUILDING, ALTERATIONS, AND PERMITS

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

SECTION 5: RENTALS

a. FEE:

Lessee shall pay to the County for the privileges herein granted per year for a total annual cost of <u>ONE DOLLAR</u> (\$1.00) and such other consideration as set forth in the Interlocal Agreement of even date. The fee will be paid annually, in advance on October 1, without demand and is payable to the Airports Director, Okaloosa County Airports, 1701 Highway 85 North, Eglin Air Force Base, Florida, 32542-1498.

b. LATE CHARGES:

If Lessee fails to pay within THIRTY (30) days of the due date for applicable rents and charges as herein described, Lessee shall then pay interest to the County at the maximum legal allowable rate authorized by the State of Florida. If any rental fee or

other charge remains delinquent for a period of sixty days, Lessor shall have the option to terminate this Agreement.

SECTION 6: UTILITIES

County does not assume any responsibility in providing utilities to the Leased Premises. Lessee will pay all utility charges as well as provide for solid waste disposal at its expense.

SECTION 7: MAINTENANCE

Lessee will be responsible for maintenance of the leased facility. Lessee may make alterations, additions or repairs to the building upon written request and approval to and by the County. The Lessee will obtain all required permits. Lessee shall make these improvements at its own expense.

SECTION 8: 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.

SECTION 9: CARE OF LEASED PREMISES

Lessee shall keep said building 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 fire protection facility and equipment.

SECTION 10: TAXES

Lessee is exempt from ad valorem real property taxation. If this Lease creates a possessory interest or security interest in the fire district which is subject to taxation, the Lessee agrees to pay such taxes prior to delinquency, except in case of contest of such taxation made in good faith. The Lessee will have the right to contest the validity or amount of taxes by means of appropriate proceedings diligently pursued at Lessee's sole expense.

SECTION 11: ASSIGNMENT AND SUBLEASE

Lessee may sublet the premises, in part, for other emergency services with prior written consent of the County.

SECTION 12: INSPECTION

Lessee agrees that County shall have the right to inspect the leased premises at any reasonable time upon reasonable notice and require that the building and property be repaired or restored to the condition that it existed upon execution hereof.

SECTION 13: INSURANCE

a. LIABILITY:

Lessee agrees that it shall, during the entire term or any extension of this Lease, keep in

full force and effect, a policy of public liability insurance with respect to the Leased Premises. The limits of public liability shall not be less than <u>THREE MILLION</u> (\$3,000,000.00) dollars Combined Single Limit (CSL) each. The County reserves the right to increase the minimal public liability insurance requirements as circumstances may warrant.

b. PROPERTY:

The damage, destruction, or partial destruction of building or other improvements 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 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 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 public liability coverage on the building and premise 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 14: NOTICES

Any and all notices to be given under this Lease may be served by enclosing the same in a sealed envelope and directed to the other party at its address and deposited in the mail as first class mail with postage therein paid. When so given, such notice shall be effective from the date of mailing. Unless otherwise provided in writing by the parties hereto, the address of the AIRPORT DIRECTOR is as follows: Okaloosa County Airports, 1701 Highway 85 North, Eglin Air Force Base, Florida 32542-1498. The address of the Lessee is: North Okaloosa Fire District, Chairman, PO Box 973, Crestview, FL 32536.

SECTION 15: SOVEREIGN IMMUNITY

To the extent allowed by the laws of the State of Florida and pursuant to Florida Statute 768.28, each party agrees to be responsible for all claims, demands, liabilities and

suits of any nature arising out of, because of, or due to any negligent act or occurrence or omission or commission of the party, its officers, employees, or agents. Nothing in this agreement is intended to be a waiver of the sovereign immunity of either party

SECTION 16: PROHIBITED ACTIVITY

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

SECTION 17: DEFAULT

- a. 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 FIFTEEN (15) days, this Lease would be terminated and in such event of termination, the improvements thereon would become the property of County.
- b. In the event the County chooses to terminate this agreement for its convenience, the County may serve a written notice upon the Fire District that the County elects to terminate this Lease for convenience, upon a specified date not less than 180 days after the date of the serving of such notice. This lease shall then expire on the date so specified as if that date had been originally fixed as the expiration date of the term herein granted. In such case, all provisions of section 3 above shall apply.
- c. In the event this Lease is terminated or the premises abandoned by the Fire District, the County or its agents, servants or representatives, may re-enter and resume possession of said premises, and remove all persons and property, either by summary dispossess proceedings or by a suitable action or proceeding at law, or by force or otherwise, without being liable for any damages caused by the County's action.
- d. If either party brings an action in a court of law to enforce any of its rights or remedies under this Lease, both parties agree that the prevailing party in any such litigation shall be entitled to recover a reasonable attorney's fee and costs, excepting any settlement of an action when both parties shall pay their own fees and costs.

SECTION 18: 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 19: LEGAL DESCRIPTION

Fire Protection Facility. Commence at the Northwest corner of Section 11, also

being the Northeast corner of Section 10, Township 3 North, Range 23 West, Okaloosa County, Florida; Thence run South 88°23'20" East, along a projection of the North boundary line of Section 10, for a distance of 853.56 feet to the Bob Sikes control baseline, lying parallel to and 250.00 feet West of the airport runway centerline; Thence run South 07°59'24" East, along the said Bob Sikes control baseline, for a distance of 1354.50 feet to Station 51+17.09 on said control baseline, Thence leaving said baseline run South 82°08'00" West, for a distance of 527.59 feet to the Point of Beginning. From said Point of Beginning, run South 07°52'00" East for a distance of 170.83 feet; Thence run North 07°52'00" West for a distance of 100.83 feet; Thence run North 07°52'00" West for a distance of 170.83 feet; Thence run North 82°08'00" East for a distance of 100.83 feet to the Point of Beginning.

The above described parcel of land lying in and being a portion of Section 11, Township 3 North, Range 23 West, Okaloosa County, Florida, and containing 0.395 acres, more or less.

SECTION 20: RADON GAS NOTIFICATION

In accordance with requirements of the State of Florida, the following notification statement shall be included in all agreements relating to rental of real property. This is provided for information purposes only.

Radon Gas: Radon is naturally occurring radio-active gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

SECTION 21: ENTIRE LEASE

This Lease consists of the following: Sections 1 to 21. It, along with the Interlocal Agreement of even date, constitutes the entire Lease of the parties 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.

Date

Okaloosa County Board of Commissioners

Attest:

Gary Stanford, Deputy (

James Campbell, Charrman

	DEC	1	3	2008	
Date				. ~	_

North Okaloosa Fire District

Attest:

Will Reeves, Chairman

Julie Slezia, Board Secretary

INTERLOCAL AGREEMENT BETWEEN OKALOOSA COUNTY BOARD OF COMMISSIONERS & NORTH OKALOOSA FIRE DISTRICT REGARDING CONSIDERATION FOR LEASE OF STATION 82

The North Okaloosa Fire District, PO Box 973, Crestview, Florida 32536, an independent fire district, "NOFD," and Okaloosa County, a subdivision of the State of Florida, "County," agree as follows.

1. Intent

This Agreement is intended to be an Interlocal Agreement pursuant to chapter 163 of the Florida Statutes (2007). The parties acknowledge that this agreement will allow them to make the most efficient use of their powers by cooperating to provide services and facilities and to jointly exercise powers they share in common and which each might exercise separately.

2. Responsibilities

A. Okaloosa County shall:

- 1. Lease, pursuant to that Lease Agreement executed on an even date, the premises of Station 82, located at 5549 John Givens Rd, Crestview, Florida 32539, and further described in the lease of even date.
- 2. Provide NOFD with the name, telephone number and address of each point of contact for current and future leases or other contractual agreements to assist the District in its efforts to recover costs of service.

B. NOFD shall:

- 1. NOFD will respond to all airport and aircraft related emergencies or requests for assistance made by aircraft within the airfield boundaries of the Crestview / Bob Sikes Airport (CEW), as able, by positioning equipment and personnel relative to the situation. At the conclusion of the event, whether it was precautionary or an actual emergency incident, NOFD staff will collect pertinent information (time, aircraft registration, pilot in command, and narrative of the incident) and provide a written report to airport management.
- 2. NOFD on-duty staff will monitor the airport's Common Traffic Advisory Frequency (CTAF) on 122.95 VHF as able and communicate with aircraft requiring assistance.
- 3. NOFD staff will conduct daily inspections of the airport runways and taxiways, communicating any discrepancies via an Airport Self-Inspection Checklist Form that complies with Federal Aviation Administration Advisory Circular 150/5200-18 (series), as able. Such inspections should also regularly occur under special

circumstances such as lightning strikes on the airfield or report of Foreign Object Debris (FOD).

4. NOFD staff will work with airport management to develop an Airport Emergency Plan specific to CEW and conduct regular training to ensure proficiency.

3. Amendment

This agreement shall not be amended without the express consent of both party, in writing, to such amendment.

4. Effective Date

This agreement shall be effective until the termination of the Lease executed on even date herewith.

Executed and effective as of the last date of execution of the parties:

Date Date

Okaloosa County Board of Commissioners

Attest:

Gary Stateford, Deputy Clerk Court

James Jampbell, Charrman

DEC 13 2008

Date

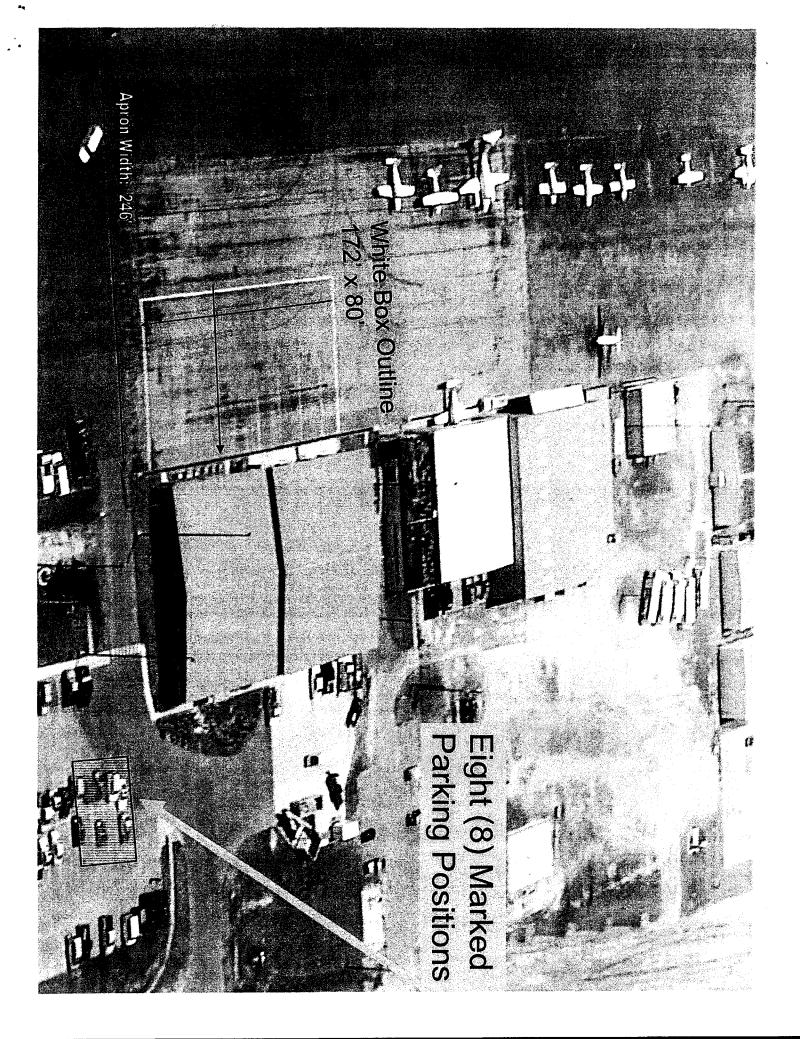
North Okaloosa Fire District

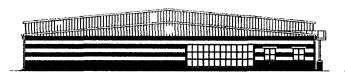
Will Reeves, Chairman

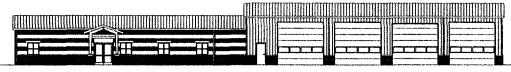
Attest:

,

ilie Slezia Roard Secretar



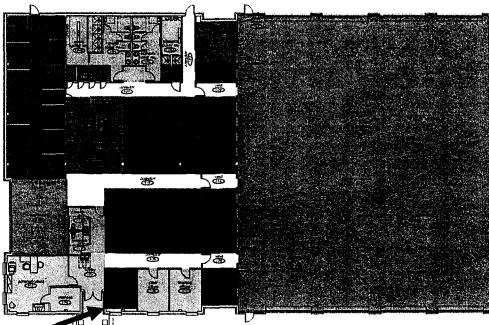




NORTH ELEVATION

FRONT ELEVATION

BUILDING CHARACTERISTICS



Office Designated for County Use (Room 104)







BOB SIKES AIRPORT CRESTVIEW, FL



AIRPORT RESCUE AND FIRE FIGHTING **FACILITY INTERIOR IMPROVEMENTS**

