

## CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 10/06/2021

Contract/Lease Control #: L09-0357-AP

Procurement#: NA

Contract/Lease Type: REVENUE

Award To/Lessee: CLASSIC AIRCRAFT LEASING, LLC

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 06/16/2020

Expiration Date: 09/30/2041

Description of: DAP BLOCK 8/LOT 7

Department: AP

Department Monitor: STAGE

Monitor's Telephone #: 850-651-7160

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

Closed:

Cc: BCC RECORDS

CONTRACT: L09-0357-AP  
CLASSIC AIRCRAFT LEASING, LLC  
DAP BLOCK 8/LOT 7  
EXPIRES: 09/30/2041

**CONSENT TO RENEWAL AND AMENDMENT  
OF LEASE L09-0357-AP  
CLASSIC AIRCRAFT LEASING, LLC AT THE  
DESTIN EXECUTIVE AIRPORT**

This Renewal and Amendment of Lease, made and entered into this 5<sup>th</sup> day of October, 2021, hereby approves the renewal and amendment of a hangar lease agreement between Classic Aircraft Leasing, LLC ("Lessee"), dated June 16, 2020 and Okaloosa County, Florida through its Board of County Commissioners (hereinafter the "County").

**WITNESSETH:**

**WHEREAS**, on June 16, 2020, Lessee entered into a Lease Agreement, (L09-0357-AP) with the County for Block 8 Lot 7 at the Destin Executive Airport with a current expiration date of September 30, 2021; and

**WHEREAS**, Lessee has requested to exercise his option to renew lease L09-0357-AP at the Destin Executive Airport; and

**WHEREAS**, the parties now desire to amend the lease to adjust the rental rate, as allowed in the renewal option; 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:

**AMENDMENT**

Contract L09-0357-AP is amended as follows:

1. Section 6(a) titled "Hangar Fees" of L09-0357-AP, is amended to add the following:

Effective October 1, 2021, the Lessee shall pay the County Five Hundred Twenty-Five Dollars (\$525.00) per month on the first day of the month and a like sum on the first day of each month following. The rate is subject to escalation per Section 7 of the agreement.

2. Section 6(c) titled "Ground Lease" is deleted in its entirety.
3. Section 7 titled "Escalation Clause" is deleted and replaced as follows:

The Lease shall be modified 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).

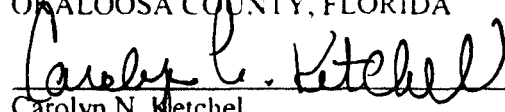
**RENEWAL**

Lessee is exercising the option to renew Lease L09-0357-AP. The new expiration for the Lease Agreement will be September 30, 2041, with no renewal options remaining.

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

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

OKALOOSA COUNTY, FLORIDA



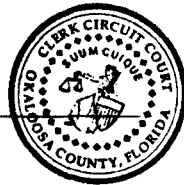
Carolyn N. Ketchel  
Chairman, Board of County Commissioners

Date: OCT 15 2021

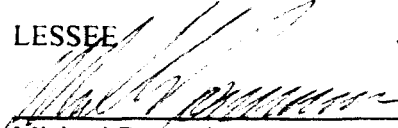




J. D. Peacock II  
Clerk of Circuit Court



LESSEE



Michael Domenicone

Date: 09/17/2021

ATTEST:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

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

Procurement/Contract/Lease Number: LO9-0357AP1 Tracking Number: 4424-21  
Procurement/Contractor/Lessee Name: Classic Aircraft Grant Funded: YES \_\_\_ NO   
Purpose: Amendment / Renewal  
Date/Term: 9-30-21  
Department #: 4420R  
Account #: 344141  
Amount: 6,300.00 Annual  
Department: Airport Dept. Monitor Name: Stacy

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

**Purchasing Review**

Procurement or Contract/Lease requirements are met:  
W. Darr Date: 8-20-21  
Purchasing Manager or designee Jeff Hyde, DeRita Mason, Jessica Darr, Angela Etheridge

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

Approved as written: NO Federal bid Grant Name: \_\_\_\_\_  
Date: \_\_\_\_\_  
Grants Coordinator

**Risk Management Review**

Approved as written: see email attached Date: 8-23-21  
Risk Manager or designee Lisa Price

**County Attorney Review**

Approved as written: see email attached Date: 8-20-21  
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

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**From:** Kerry Parsons  
**Sent:** Friday, August 20, 2021 12:47 PM  
**To:** DeRita Mason  
**Cc:** Lynn Hoshihara; Lisa Price  
**Subject:** Re: Coordination

The renewals are approved for legal purposes for Charles Elwell and Classic Aircraft Leases at the Airport.

Kerry A. Parsons  
Chief Assistant County Attorney  
Okaloosa County, Florida

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**From:** DeRita Mason  
**Sent:** Friday, August 20, 2021 10:10:10 AM  
**To:** Kerry Parsons  
**Cc:** Lynn Hoshihara; Lisa Price  
**Subject:** FW: Coordination

Good morning,  
Please review and approve the attached.

Thank you,

DeRita Mason



DeRita Mason, CPPB, NIGP-CPF  
Senior Contracts and Lease Coordinator  
Okaloosa County Purchasing Department  
5479A Old Bethel Road  
Crestview, Florida 32536  
(850) 689-5960  
[dmason@myokaloosa.com](mailto:dmason@myokaloosa.com)

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

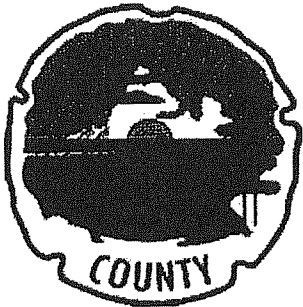
## DeRita Mason

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**From:** Lisa Price  
**Sent:** Monday, August 23, 2021 2:06 PM  
**To:** DeRita Mason  
**Subject:** RE: Coordination

This is approved by Risk.

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



For all things Wellness please visit:  
<http://www.myokaloosa.com/wellness>

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**From:** DeRita Mason <[dmason@myokaloosa.com](mailto:dmason@myokaloosa.com)>  
**Sent:** Friday, August 20, 2021 10:10 AM  
**To:** Kerry Parsons <[kparsons@myokaloosa.com](mailto:kparsons@myokaloosa.com)>  
**Cc:** Lynn Hoshihara <[lhoshihara@myokaloosa.com](mailto:lhoshihara@myokaloosa.com)>; Lisa Price <[lprice@myokaloosa.com](mailto:lprice@myokaloosa.com)>  
**Subject:** FW: Coordination

Good morning,

## CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 06/17/2020

Contract/Lease Control #: L09-0357-AP

Procurement#: NA

Contract/Lease Type: REVENUE

Award To/Lessee: CLASSIC AIRCRAFT LEASING, LLC

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 06/16/2020

Expiration Date: 09/30/2021

Description of: DAP BLOCK 8/LOT 7

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 INSURANCE**

**Certificate Issued to:** Okaloosa County Board of County Commissioners, 302 Wilson Street, Suite 301, Crestview, Florida 32536

**Insured:** Classic Aircraft Leasing, LLC

**Address:** 7700 Roswell Rd, Atlanta, GA 30350-4841

**Policy Number:** SAV100374902

**Effective Dates:** 03/01/2021 to 03/01/2022

**Insurer:** **StarStone National Insurance Company**, c/o London Aviation Underwriters, Inc.

**Producer:** Travers & Associates, St Louis, MO Ph. 314-963-9080

**Coverage:** **N344MD 2018 Cirrus SR22T**  
AIRCRAFT LIABILITY - Bodily Injury (Excluding Occupants), Damage to Property, and Bodily Injury to Passengers (Excluding Crew)  
Combined Single Limit \$1,000,000 Each Occurrence But Bodily Injury to Passengers Limited to \$100,000 Each Passenger, Each Occurrence.  
Includes SAV 0161 Non-Commercial Premises Liability Endorsement

AIRCRAFT PHYSICAL DAMAGE  
While not in motion: Insured value \$925,000 less \$100 deductible.  
Otherwise: Insured value \$925,000 less \$500 deductible.  
Deductibles waived in event of total loss.

Certificate Holder is named as an Additional Insured. See Policy language for limiting Parameters.  
EXCLUDING any loss, damage, injury or liability which arises from above named Certificate Holder's negligence, whether sole or proportional, or the willful misconduct of above named Certificate Holder or their servants.

The Insurer agrees to provide the above named Certificate Holder at least 30 days notice, or 10 days notice if due to non-payment of premium, prior to cancellation or material change in the above coverage by the insurer.


The Insurer waives their right of subrogation against the above named Certificate Holder by reason of payment made for loss or damage to the aircraft but only with respect to claims arising out of the storage of the insured aircraft. See Policy language for limiting Parameters.

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

This Certificate cancels and supercedes any previously issued Certificates.

This document is issued as a matter of information only and confers no rights upon the document holder. This document does not amend, extend, or alter the coverage, terms, exclusions, conditions, or other provisions afforded by the policies referenced herein.

Date: 2/26/2021 10:25:26 AM

By:   
Authorized Representative  
LONDON AVIATION UNDERWRITERS, INC.  
33405 6th Ave S Federal Way, WA 98003-6335

**CONTRACT#: L09-0357-AP**  
**CLASSIC AIRCRAFT LEASING, INC.**  
**DAP BLOCK 8/LOT 7**  
**EXPIRES: 09/30/2021**





**BOARD OF COUNTY COMMISSIONERS  
AGENDA REQUEST**

**DATE:** June 16, 2020  
**TO:** Honorable Chairman and Distinguished Members of the Board  
**FROM:** Tracy Stage  
**SUBJECT:** Hangar Assignment of Lease J & R Emerald Air Property, LLC to Classic Aircraft Leasing, LLC  
**DEPARTMENT:** Airport  
**BCC DISTRICT:** 5

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**STATEMENT OF ISSUE:** The Airports Department requests approval by the Board of County Commissioners for an Assignment of Hangar Lease from J & R Emerald Air Property, LLC to Classic Aircraft Leasing, LLC for Block 8 Lot 7 at the Destin Executive Airport (L09-0357-AP).


**BACKGROUND:** On February 5, 2019, J & R Emerald Air Property, LLC entered into a Lease Agreement for hangar space at the Destin Executive Airport. J & R Emerald Air Property, LLC now desires to assign the lease to Classic Aircraft Leasing, LLC. In accordance with Section 14 of the hangar lease, J & R Emerald Air Property, LLC is required to obtain County's consent for the assignment. J & R Emerald Air Property, LLC is in full compliance with lease requirements and the \$1,000.00 approval fee has been paid. The procurement contract lease internal coordination sheet is attached.

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

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

**RECOMMENDATIONS:** It is staff's recommendation that the Board approve the Hangar Assignment of Lease from J & R Emerald Air Property, LLC to Classic Aircraft Leasing, LLC as described above.

**RECOMMENDED BY:**

  
Tracy Stage, Airport Director 6/2/2020

**APPROVED BY:**

  
John Hofstad, County Administrator 6/9/2020

**CONSENT TO ASSIGNMENT OF LEASE AND AMENDMENT L09-0357-AP  
J & R EMERALD AIR PROPERTY, LLC HANGAR LEASE AT THE  
DESTIN EXECUTIVE AIRPORT**

This Consent to Assignment of Lease and Amendment, made and entered into this 16 day of June, 2020, hereby approves of the assignment and amendment three between J & R Emerald Air Property, LLC ("Lessee") and Classic Aircraft Leasing, LLC ("Assignee"), and Okaloosa County, Florida through its Board of County Commissioners (hereinafter the "County").

**WITNESSETH:**

**WHEREAS**, the County entered into an Assignment of Lease Agreement, L09-0357-AP with J & R Emerald Air Property, LLC on February 5, 2019 with a current expiration date of September 30, 2021 for Block 8 Lot 7; and

**WHEREAS**, Lessee desires an Assignment of Lease from J & R Emerald Air Property, LLC to Classic Aircraft 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 all other conditions have been satisfied to approve the 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 L09-0357-AP, the County hereby consents to this assignment of the Lessee interest of J & R Emerald Air Property, LLC to Classic Aircraft 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**

L09-0357-AP is hereby amended as follows:

3. Section 18 c titled "Insurance" is hereby changed as follows:

Add the new additional insured/certificate holder's address to Okaloosa County BOCC, 302 Wilson Street, Suite 301, Crestview, FL 32536.

All other insurance requirements will remain the same as in the original lease.

4. 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: Classic Aircraft Leasing, LLC, Michael Domenicone 7700 Roswell Road, Atlanta, GA, 30350, USA

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

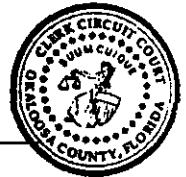
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**IN WITNESS WHEREOF**, the parties hereto have executed this amendment as of the day and year first written.

OKALOOSA COUNTY, FLORIDA



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



Date: JUN 16 2020

ATTEST:



J.D. Peacock II  
Clerk of Circuit Court



LESSEE

Janet Ingle  
J & R Emerald Air Property, LLC  
Janet Ingle

Date: May 21, 2020

ATTEST:

Rene Jacobs, Rene Jacobs  
Witness

Nancy Harris  
Witness

ACKNOWLEDGMENTS

STATE OF Florida  
COUNTY OF Walt

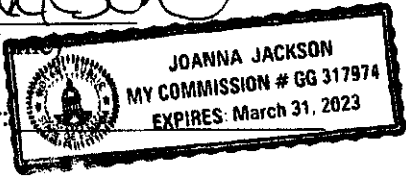
The foregoing instrument was acknowledged before me by means or  physical presence or \_\_\_\_\_ online notarization, this \_\_\_\_\_ by JANET INGLE. She is personally known to me or has produced DRIVER'S LICENSE as identification

Sworn and subscribed before me this 21st day of May, 2020

Joanna Jackson  
NOTARY (Signature)

Joanna Jackson  
NOTARY (Printed Name)

Commission Number:





LESSEE

[Handwritten Signature]

J & R Emerald Air Property, LLC  
Robert Vint

Date: May 18, 2020

ATTEST:

[Handwritten Signature]  
Witness

[Handwritten Signature]  
Witness

ACKNOWLEDGEMENTS

STATE OF Texas  
COUNTY OF Dallas

The foregoing instrument was acknowledged before me by means or  physical presence or \_\_\_\_\_ online notarization, this 18<sup>th</sup> of May by Robert Vint. He is personally known to me or has produced Texas Driver License as identification.

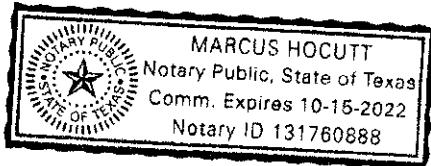
Sworn and subscribed before me this 18<sup>th</sup> day of May, 2020  
[Handwritten Signature]

NOTARY (Signature)

Marcus Hocutt

NOTARY (Printed Name)

Commission Number: 131760888



ASSIGNEE

*Michael Domenicone*

Classic Aircraft Leasing, LLC  
Michael Domenicone

Date: 5/13/2020

ATTEST:

*Cynthia L Caldwell*  
Witness

*Nancy Zmate*  
Witness

ACKNOWLEDGMENTS

STATE OF Fla  
COUNTY OF Fulton

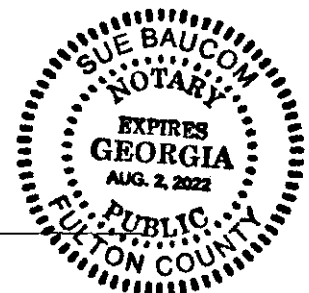
The foregoing instrument was acknowledged before me by means or \_\_\_\_\_ physical presence or \_\_\_\_\_ online notarization, this \_\_\_\_\_ by MICHAEL DOMENICONE. He is personally known to me or has produced Driver's License as identification

Sworn and subscribed before me this 13th day of May, 2020

*Sue Baucum*  
NOTARY (Signature)

Sue Baucum  
NOTARY (Printed Name)

Commission Number: \_\_\_\_\_





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

Procurement/Contract/Lease Number: LOG-0357AR Tracking Number: 1013-20  
Procurement/Contractor/Lessee Name: Classic Aircraft Grant Funded: YES \_\_\_ NO X  
Purpose: Assignment  
Date/Term: \_\_\_\_\_  
Department #: \_\_\_\_\_  
Account #: \_\_\_\_\_  
Amount: \_\_\_\_\_  
1.  GREATER THAN \$100,000  
2.  GREATER THAN \$50,000  
3.  \$50,000 OR LESS  
Department: Airport Dept. Monitor Name: Stage

**Purchasing Review**

Procurement/Contract/Lease requirements are met:  
[Signature] Date: 4-24-2020  
Purchasing Manager or designee: Jeff Hyde, DeRita Mason, Jessica Darr

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

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

**Risk Management Review**

Approved as written: see email attached Date: 4-24-2020  
Risk Manager or designee: Edith Gibson or Karen Donaldson

**County Attorney Review**

Approved as written: see email attached Date: 5-12-2020  
County Attorney: Lynn Hashihara, Kerry Parsons or Designee

**Department Funding Review**

Department funding confirmed: \_\_\_\_\_ Date: \_\_\_\_\_

**Patrick Gardner**

---

**From:** Karen Donaldson  
**Sent:** Tuesday, May 19, 2020 9:56 AM  
**To:** Patrick Gardner  
**Subject:** RE: Lease Copy- Block 8 Lot 7 Hanger

Patrick

The insurance Classic Air provided for the General Liability does meet the requirements of the lease. Please send it to DeRita to be scanned to the file.

Thank you

*Karen Donaldson*

Karen Donaldson  
Claims Examiner  
Public Records and Contracts Specialist  
Okaloosa County Risk Management  
302 N Wilson Street, Suite 301  
Crestview, Fl. 32536  
850.683.6207  
[KDonaldson@myokaloosa.com](mailto:KDonaldson@myokaloosa.com)



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**From:** Patrick Gardner <[pgardner@myokaloosa.com](mailto:pgardner@myokaloosa.com)>  
**Sent:** Monday, May 18, 2020 11:54 AM  
**To:** Karen Donaldson <[kdonaldson@myokaloosa.com](mailto:kdonaldson@myokaloosa.com)>  
**Subject:** RE: Lease Copy- Block 8 Lot 7 Hanger

Block 8 is the County owned hangar. We have a policy on the Hangar.

For the General Liability, does this sentence of premise liability suffice? Or is this something different?

**\$100,000 Each Passenger, Each Occurrence.  
Includes SAV 0161 Non-Commercial Premises Liability**

**Patrick Gardner II**  
**Airports Compliance Officer**  
**Okaloosa County**

**From:** Karen Donaldson  
**Sent:** Monday, May 18, 2020 11:41 AM  
**To:** Patrick Gardner <[pgardner@myokaloosa.com](mailto:pgardner@myokaloosa.com)>  
**Subject:** RE: Lease Copy- Block 8 Lot 7 Hanger

Patrick

This is good for the Aircraft liability coverage.  
They still need to provide Public liability (Commercial liability) insurance.

Who is going to carry the insurance on the Hangar? It is not provided in the attached.

Thank you

*Karen Donaldson*

Karen Donaldson  
Claims Examiner  
Public Records and Contracts Specialist  
Okaloosa County Risk Management  
302 N Wilson Street, Suite 301  
Crestview, Fl. 32536  
850.683.6207  
[KDonaldson@myokaloosa.com](mailto:KDonaldson@myokaloosa.com)



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**From:** Patrick Gardner <[pgardner@myokaloosa.com](mailto:pgardner@myokaloosa.com)>  
**Sent:** Friday, May 15, 2020 3:37 PM  
**To:** Karen Donaldson <[kdonaldson@myokaloosa.com](mailto:kdonaldson@myokaloosa.com)>  
**Subject:** FW: Lease Copy- Block 8 Lot 7 Hanger

Karen,

The attached COI is for Aircraft and Premise Liability.  
This is the company who will be taking over J&R Emerald Air Property's lease

**Patrick Gardner II**  
**Airports Compliance Officer**  
**Okaloosa County**

**From:** Cynthia Caldwell <[ccaldwell@classicatlanta.com](mailto:ccaldwell@classicatlanta.com)>  
**Sent:** Friday, May 15, 2020 10:10 AM  
**To:** Patrick Gardner <[pgardner@myokaloosa.com](mailto:pgardner@myokaloosa.com)>  
**Subject:** RE: Lease Copy- Block 8 Lot 7 Hanger

Good Morning,  
I hope you are well and you are remaining safe.  
Please find attached the requested documents for proof of insurance for Mike's plane.  
If you need any additional information please don't hesitate to let me know.  
Thank you for your help and for all you do,  
Best regards,

Cynthia Caldwell  
Executive Assistant to Mike Domenicone, Owner  
Classic Cadillac – Subaru – Karma  
Atlanta - Birmingham  
7700 Roswell Road  
Atlanta, GA 30350  
Direct Line-(770) 804-3039  
Cell-(404) 919-3104  
[ccaldwell@classicatlanta.com](mailto:ccaldwell@classicatlanta.com)

**From:** Patrick Gardner [<mailto:pgardner@myokaloosa.com>]  
**Sent:** Thursday, May 14, 2020 3:27 PM  
**To:** 'ccaldwell@classicatlanta.com' <[ccaldwell@classicatlanta.com](mailto:ccaldwell@classicatlanta.com)>  
**Cc:** [miked@classicatlanta.com](mailto:miked@classicatlanta.com); Dave Miner <[dminer@myokaloosa.com](mailto:dminer@myokaloosa.com)>; Allyson Oury <[aoury@myokaloosa.com](mailto:aoury@myokaloosa.com)>  
**Subject:** RE: Lease Copy- Block 8 Lot 7 Hanger

Absolutely Ms. Caldwell,

The first attachment is a summary of everything that has happened to the lease since 2008.  
The Lease has a current expiration date of September 30, 2021 with one (1) 20 year renewal option.  
Please note that at the expiration date of the additional 20 year option term the hangar will become the sole possession of Okaloosa County.

Please don't hesitate to contact me if you have any questions.

**Patrick Gardner II**  
**Airports Compliance Officer**  
**Okaloosa County**

**From:** Cynthia Caldwell <[ccaldwell@classicatlanta.com](mailto:ccaldwell@classicatlanta.com)>  
**Sent:** Thursday, May 14, 2020 1:38 PM

**To:** Patrick Gardner <[pgardner@myokaloosa.com](mailto:pgardner@myokaloosa.com)>  
**Cc:** [miked@classicatlanta.com](mailto:miked@classicatlanta.com)  
**Subject:** Lease Copy- Block 8 Lot 7 Hanger

Good Afternoon Patrick,

I hope this email finds you safe and well.

I am reaching out at the request of Mike Domenicone to request a copy of the pending lease agreement for his airplane hanger.

Could you please forward a copy to me at this email address for our records.

Also, as a quick update, we are in the process of getting the paperwork you sent recently notarized and should be in the mail to you tomorrow end of day.

Thank you for your help and for all you do, should you have any questions please don't hesitate to let me know.

Best regards always,

Cynthia Caldwell  
Executive Assistant to Mike Domenicone, Owner  
Classic Cadillac – Subaru – Karma  
Atlanta - Birmingham  
7700 Roswell Road  
Atlanta, GA 30350  
Direct Line-(770) 804-3039  
Cell-(404) 919-3104  
[ccaldwell@classicatlanta.com](mailto:ccaldwell@classicatlanta.com)

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**DeRita Mason**

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**From:** Karen Donaldson  
**Sent:** Friday, April 24, 2020 12:16 PM  
**To:** Patrick Gardner  
**Cc:** DeRita Mason; Allyson Oury; Dave Miner  
**Subject:** RE: Assignment of Lease J & R Emerald Air Property LLC to Classic Aircraft Leasing LLC

This is approved by risk management for insurance purposes. Please be advised that at this time there is no current insurance in the file. Proper insurance should be obtained prior to finalizing the assignment of lease.

Thank you

*Karen Donaldson*

Karen Donaldson  
Public Records and Contracts Specialist  
Okaloosa County Risk Management  
302 N Wilson Street, Suite 301  
Crestview, Fl. 32536  
850.683.6207  
[KDonaldson@myokaloosa.com](mailto: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:** Patrick Gardner <[pgardner@myokaloosa.com](mailto:pgardner@myokaloosa.com)>  
**Sent:** Friday, April 24, 2020 10:53 AM  
**To:** Karen Donaldson <[kdonaldson@myokaloosa.com](mailto:kdonaldson@myokaloosa.com)>  
**Cc:** DeRita Mason <[dmason@myokaloosa.com](mailto:dmason@myokaloosa.com)>; Allyson Oury <[aoury@myokaloosa.com](mailto:aoury@myokaloosa.com)>; Dave Miner <[dminer@myokaloosa.com](mailto:dminer@myokaloosa.com)>  
**Subject:** RE: Assignment of Lease J & R Emerald Air Property LLC to Classic Aircraft Leasing LLC

Karen,

Assignment of Leases do not change the current lease other than any amendments that are added. Think of it like a renewal, but to a new entity.

Classic Aircraft Leasing is taken on the exact lease that J & R Emerald Air Property LLC had other than the amendment to update the "Notice" section.

**Patrick Gardner II**  
**Airports Compliance Officer**

**DeRita Mason**

---

**From:** Parsons, Kerry <KParsons@ngn-tally.com>  
**Sent:** Saturday, May 9, 2020 7:07 PM  
**To:** DeRita Mason  
**Cc:** Lynn Hoshihara; Karen Donaldson  
**Subject:** RE: Assignment of Lease J & R Emerald Air Property LLC to Classic Aircraft 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](mailto:Kparsons@ngn-tally.com)

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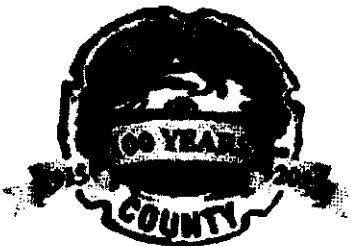
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**From:** DeRita Mason <dmason@myokaloosa.com>  
**Sent:** Friday, April 24, 2020 11:41 AM  
**To:** Parsons, Kerry <KParsons@ngn-tally.com>  
**Cc:** Lynn Hoshihara <lhoshihara@myokaloosa.com>; Karen Donaldson <kdonaldson@myokaloosa.com>  
**Subject:** FW: Assignment of Lease J & R Emerald Air Property LLC to Classic Aircraft 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

**CERTIFICATE OF INSURANCE**

**Certificate issued to:** Okaloosa County Board of County Commissioners, 302 Wilson Street, Suite 301, Crestview, Florida 32536

**Insured:** Classic Aircraft Leasing, LLC

**Address:** 7700 Roswell Rd, Atlanta, GA 30350-4841

**Policy Number:** SAV100374901

**Effective Dates:** 05/13/2020 to 03/01/2021

**Insurer:** **StarStone National Insurance Company**, c/o London Aviation Underwriters, Inc.

**Producer:** Travers & Associates, St Louis, MO Ph. 314-963-9080

**Coverage:** **N344MD 2018 Cirrus SR22T**  
AIRCRAFT LIABILITY - Bodily Injury (Excluding Occupants), Damage to Property, and Bodily Injury to Passengers (Excluding Crew)  
Combined Single Limit \$1,000,000 Each Occurrence But Bodily Injury to Passengers Limited to \$100,000 Each Passenger, Each Occurrence.  
Includes SAV 0161 Non-Commercial Premises Liability Endorsement

AIRCRAFT PHYSICAL DAMAGE  
While not in motion: Insured value \$925,000 less \$100 deductible.  
Otherwise: Insured value \$925,000 less \$500 deductible.  
Deductibles waived in event of total loss.

Certificate Holder is named as an Additional Insured. See Policy language for limiting Parameters.

EXCLUDING any loss, damage, injury or liability which arises from above named Certificate Holder's negligence, whether sole or proportional, or the willful misconduct of above named Certificate Holder or their servants.

The Insurer agrees to provide the above named Certificate Holder at least 30 days notice, or 10 days notice if due to non-payment of premium, prior to cancellation or material change in the above coverage by the insurer.

The Insurer waives their right of subrogation against the above named Certificate Holder by reason of payment made for loss or damage to the aircraft but only with respect to claims arising out of the storage of the insured aircraft. See Policy language for limiting Parameters.

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

This Certificate cancels and supercedes any previously issued Certificates.

This document is issued as a matter of information only and confers no rights upon the document holder. This document does not amend, extend, or alter the coverage, terms, exclusions, conditions, or other provisions afforded by the policies referenced herein.

Date: 5/13/2020 10:51:49 AM

By: 

Authorized Representative  
LONDON AVIATION UNDERWRITERS, INC.  
33405 6th Ave S, Federal Way, WA 98003-6335





StarStone National Insurance Company  
Harborside Financial Center  
Harborside 5  
185 Hudson Street, Suite 2600  
Jersey City, NJ 07311  
Tel: 201-743-7700

Endorsement No. 12 Effective Date: 5/13/2020

To Policy No. SAV100374901

NAMED **Classic Aircraft Leasing, LLC**  
INSURED

PRODUCER **Travers & Associates**  
**St Louis, MO**

PREMIUM

*DUE HEREWITH* **\$0.00**

**ADDITIONAL INSURED / WAIVER OF SUBROGATION FOR AIRCRAFT STORAGE**

This endorsement modifies insurance provided under the following: SAV 0001 Aircraft Policy

In consideration of the premium charged, it is hereby agreed that with respect to Liability Coverages provided hereunder, the following are named as Additional Insureds but only as respects the operations of the Named **Insured**:

Okaloosa County Board of County Commissioners, 302 Wilson Street, Suite 301, Crestview, Florida 32536

Excluding any loss, damage, injury or liability which arises from the above named Additional Insured(s)'s negligence, whether sole or proportional, or the willful misconduct of the above named Additional Insured(s) or their servants.

It is agreed that the Company hereby waives their right of subrogation against the above named Additional Insured(s) by reason of any payment made by the Company for loss or damage to the **aircraft**, but only with respect to claims arising out of the storage of the Insured **aircraft**.

In the event the Company should cancel the policy, the Company will provide 30 days prior written notice of such cancellation.

  
\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

## CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 2/7/2019

Contract/Lease Control #: L09-0357-AP

Procurement#:

Contract/Lease Type: REVENUE

Award To/Lessee: J&R EMERALD AIR PROPERTY, LLC

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 02/05/2019

Expiration Date: 09/30/2021

Description of Contract/Lease: DAP BLOCK 8/ LOT 7

Department: AP

Department Monitor: T. STAGE

Monitor's Telephone #: 850-651-7160

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

Closed:

Cc: Finance Department Contracts & Grants Office



CA #3

### BOARD OF COUNTY COMMISSIONERS AGENDA REQUEST

**DATE:** February 5, 2019  
**TO:** Honorable Chairman and Distinguished Members of the Board  
**FROM:** Tracy Stage  
**SUBJECT:** Assignment of Hangar Lease from Mr. Kaplan to J & R Emerald Air Property  
**DEPARTMENT:** Airport  
**BCC DISTRICT:** 5


**STATEMENT OF ISSUE:** The Airports Department requests approval by the Board of County Commissioners for a proposed assignment of hangar lease from Mr. Mitch Kaplan (L09-0357-AP) to J & R Emerald Air Property, LLC for Block 8 Lot 7 at the Destin Executive Airport (DTS).

**BACKGROUND:** On November 19, 2009, Mr. Mitch Kaplan entered into a lease for hangar space with Okaloosa County at the Destin Executive Airport. Mr. Kaplan requests to assign his hangar lease to J & R Emerald Air Property, LLC. Mr. Kaplan is in full compliance with all lease requirements and the hangar lease transfer fee has been received. J & R Emerald Air Property, LLC certificates of insurance are attached along with the procurement contract lease internal coordination sheet.

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

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

**RECOMMENDATIONS:** Approve of Mr. Kaplan's assignment of hangar lease to J & R Emerald Air Property, LLC as described above.

  
 \_\_\_\_\_  
 Tracy Stage, Airport Director 1/28/2019

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

SCANNED



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

Procurement/Contract/Lease Number: LO9-0357-AP Tracking Number: 3181-19  
Procurement/Contractor/Lessee Name: Mitch Kaplan Grant Funded: YES \_\_\_ NO X  
Purpose: ROL to J-R Property, LLC  
Date/Term: 9-30-21 1.  GREATER THAN \$100,000  
Amount: 1939.13 annually tax 2.  GREATER THAN \$50,000  
Department: Airports 3.  \$50,000 OR LESS  
Dept. Monitor Name: Stacy

**Purchasing Review**

Procurement or Contract/Lease requirements are met:  
[Signature] Date: 11-15-18  
Purchasing Manager or designee Jeff Hyde, DeRita Mason, Victoria Taravella

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

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

**Risk Management Review**

Approved as written: see email attached  
Date: 12-20-18  
Risk Manager or designee Laura Porter or Krystal King

**County Attorney Review**

Approved as written: see email attached  
Date: 12-20-18  
County Attorney Gregory T. Stewart, Lynn Hoshihara, Kerry Parsons or Designee

Following Okaloosa County approval:

**Clerk Finance**

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

## DeRita Mason

---

**From:** Parsons, Kerry <KParsons@ngn-tally.com>  
**Sent:** Thursday, December 20, 2018 11:12 AM  
**To:** DeRita Mason  
**Cc:** Lynn Hoshihara; Dave Miner  
**Subject:** RE: AOL Kaplan to J & R Property for Coordination

This is approved for legal purposes.

---

**From:** DeRita Mason [mailto:dmason@myokaloosa.com]  
**Sent:** Tuesday, December 11, 2018 12:44 PM  
**To:** Parsons, Kerry  
**Cc:** Lynn Hoshihara  
**Subject:** FW: AOL Kaplan to J & R Property for Coordination

Can I get a status check on this one for the department.

---

**From:** Dave Miner  
**Sent:** Tuesday, December 11, 2018 10:49 AM  
**To:** DeRita Mason <dmason@myokaloosa.com>  
**Cc:** Allyson Oury <aoury@myokaloosa.com>  
**Subject:** FW: AOL Kaplan to J & R Property for Coordination

DeRita:

Please check the status on this one.  
Thank you.

Dave

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

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**From:** Dave Miner  
**Sent:** Wednesday, November 21, 2018 10:53 AM  
**To:** 'Parsons, Kerry' <KParsons@ngn-tally.com>; DeRita Mason <dmason@myokaloosa.com>  
**Cc:** Lynn Hoshihara <lhoshihara@myokaloosa.com>; Allyson Oury <aoury@myokaloosa.com>  
**Subject:** RE: AOL Kaplan to J & R Property for Coordination

## Dave Miner

---

**From:** Karen Donaldson  
**Sent:** Monday, January 7, 2019 12:42 PM  
**To:** Dave Miner  
**Subject:** RE: 10715-138434 Ingle, Janet - Property and LLC Matters: Sale of Block 8 Lot 7; Janet Ingle

Dave

These policies are fine as long as J&R Emerald Air and Mr. Vent have both signed the lease.

Thank You,

*Karen Donaldson*

Public Records and Contracts Specialist  
Okaloosa County Risk Management  
5479-B Old Bethel Rd.  
Crestview, Fl. 32536  
850.689.5979  
kdonaldson@myokaloosa.com

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---

**From:** Dave Miner <dminer@myokaloosa.com>  
**Sent:** Monday, January 7, 2019 10:14 AM  
**To:** Karen Donaldson <kdonaldson@myokaloosa.com>  
**Subject:** RE: 10715-138434 Ingle, Janet - Property and LLC Matters: Sale of Block 8 Lot 7; Janet Ingle

Karen:

J & R Emerald Air Property, LLC is leasing the hangar, Ms. Janet Ingle.

The aircraft is registered to B & D Aviation, LLC according to the FAA (see attached).

I think Mr. Vent is Ms. Ingle partner.

Dave

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

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---

**From:** Karen Donaldson <[kdonaldson@myokaloosa.com](mailto:kdonaldson@myokaloosa.com)>

**Sent:** Monday, January 7, 2019 9:31 AM

**To:** Dave Miner <[dminer@myokaloosa.com](mailto:dminer@myokaloosa.com)>

**Subject:** RE: 10715-138434 Ingle, Janet - Property and LLC Matters: Sale of Block 8 Lot 7; Janet Ingle

Dave

Previously there was an entity call B&D on the insurance. In order to say whether these are good are not I need to know the following.

J&R Emerald Aire is the company leasing the hangar....right?  
Who owns the airplane? B&D or Robert Vent?

Thank You,

*Karen Donaldson*

Public Records and Contracts Specialist  
Okaloosa County Risk Management  
5479-B Old Bethel Rd.  
Crestview, Fl. 32536  
850.689.5979  
[kdonaldson@myokaloosa.com](mailto:kdonaldson@myokaloosa.com)

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---

**From:** Dave Miner <[dminer@myokaloosa.com](mailto:dminer@myokaloosa.com)>

**Sent:** Monday, January 7, 2019 9:20 AM

**To:** Karen Donaldson <[kdonaldson@myokaloosa.com](mailto:kdonaldson@myokaloosa.com)>

**Cc:** Allyson Oury <[aoury@myokaloosa.com](mailto:aoury@myokaloosa.com)>

**Subject:** RE: 10715-138434 Ingle, Janet - Property and LLC Matters: Sale of Block 8 Lot 7; Janet Ingle

Karen:

Ms. Ingle sent the attached COIs , please review and let us know if they comply with requirements.

Thank you.

Dave

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



## Certificate of Insurance

This is to certify to: Okaloosa County  
whose address is: 5479 A Old Bethel Road  
Crestview, FL 32538

that: J&R Emerald Air Property, LLC  
whose address is 4844 Almond Ave  
Dallas, TX 75247

Is at this date insured with **Preferred Aviation Underwriter**, for the Limits of Coverage stated below:

### Descriptive Schedule of Coverages

Kind of Insurance	Policy Number(s)	Term Date(s)	Limits of Coverage
AIRPORT PREMISES LIABILITY	41-LX-013609599-0	12/01/2018-12/01/2019	Each Occurrence
Combined Liability Coverage for Bodily Injury and Property Damage			\$1,000,000

Applies to: Hangar located @ Destin Executive Airport

The Certificate Holder is included as an Additional Insured under the Airport Premises Liability coverage with respect to insured's use of the airport premises.

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

We agree that in the event of cancellation of the policy(ies), we will endeavor to give the party to whom this certificate is issued 30 days advance notice of such cancellation, but we shall not be liable in any way for failure to give such notice.

**Falcon Insurance Agency, Inc.**

Address: P.O. Box 291388, Kerrville, Texas 78029 – Telephone 830-257-1000 – Fax (830) 792-1144

By   
Linda Arrellano

Date: December 01, 2018



**CERTIFICATE OF INSURANCE**

**THIS IS TO CERTIFY TO:**  
OKALOOSA COUNTY  
5479 A OLD BETHEL ROAD  
CRESTVIEW, FL 32536

**THAT THE FOLLOWING POLICY OF INSURANCE HAS BEEN ISSUED TO:**  
Robert Vint  
105 Dickens Drive  
COPPELL, TX 75019

**POLICY NUMBER:** NAB6503451  
**POLICY PERIOD:** From July 16, 2018 To July 16, 2019  
**INSURANCE COMPANY:** Endurance American Insurance Co.

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

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

**STANDARD POLICY TERRITORY** - United States of America, including its Territories and Possessions, and the District of Columbia, Canada, Mexico, The Bahamas and the Caribbean excluding Cuba and Haiti or while in route between parts thereof.

Subject to Date Change Recognition Endorsement.

Data included in this Certificate valid as of January 4, 2019.

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

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

By: \_\_\_\_\_

*W. Scott Brown*  
W. Brown & Associates Insurance Services

Date of Issue: January 4, 2019  
Certificate No.: 4

**SCHEDULE OF AIRCRAFT**

DESCRIPTION OF AIRCRAFT				
No.	FAA Cert #	Serial #	Year/Make/Model	Insured Value
1	N224DR		2000 Beechcraft B36TC Bonanza	\$400,000

PHYSICAL DAMAGE COVERAGE			
No.	Deductibles		Physical Damage Coverage
	Not In Motion	In Motion	
1	\$500	\$500	F. All Risk Basis

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

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

**CONSENT TO ASSIGNMENT OF LEASE AND AMENDMENT L09-0357-AP**  
**MITCH KAPLAN HANGAR LEASE AT THE**  
**DESTIN EXECUTIVE AIRPORT**

This Consent to Assignment of Lease and Amendment, made and entered into this 5<sup>th</sup> day of February, 2019, hereby approves of the assignment and amendment between Mitch Kaplan (“Lessee”) and J & R Emerald Air Property, LLC (“Assignee”), and Okaloosa County, Florida through its Board of County Commissioners (hereinafter the “County”).

**WITNESSETH:**

**WHEREAS**, the County entered into an Assignment of Lease Agreement, L09-0357-AP with Mitch Kaplan on November 19, 2009 with a current expiration date of September 30, 2021 for Block 8 Lot 7; and

**WHEREAS**, Lessee desires an Assignment of Lease from Mitch Kaplan to J & R Emerald Air Property, 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 all other conditions have been satisfied to approve the assignment; and

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

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

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

**I. CONSENT TO ASSIGNMENT**

1. In accordance with Section 14 of L09-0357-AP, the County hereby consents to this assignment of the Lessee interest of Mitch Kaplan to J & R Emerald Air Property, 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

L09-0357-AP is hereby amended as follows:

3. Section 2 titled "Aircraft Ownership", is 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 lessee or specifically name the lessee as an additional insured doing business as (dba) the name of the lessee.

4. Section 6c titled "Ground Lease", is deleted and replaced as follows:

Lessee shall pay in advance an annual ground lease fee established by an independent appraisal. The fee shall be adjusted in accordance with Section 7. The ground lease and applicable sales tax will be billed annually, in advance, and is payable to Okaloosa County. Okaloosa County Airports, 1701 State Road 85 North, Suite 1, Eglin AFB, Florida 32542-1498. This lease includes ONE THOUSAND TWO HUNDRED FIFTY (1,250) square feet at \$1.5513 per square foot per year for a total annual cost of \$1,939.13 plus state sales tax.

5. Section 7 titled "Escalation Clause", is deleted and replaced as follows:

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

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

Lessee shall pay any and all taxes, assessments, charges, recording and doc fees, costs and expenses that may be due as a result of this Lease, together with all interest and penalties that may accrue thereon. In the event of the failure of Lessee to pay those items, and all other damages, costs, expenses, and sums that Lessor may suffer or incur, or that may become due, by reason of any default of the Lessee or failure by the Lessee to comply with the terms and

conditions of this Lease shall be deemed to be additional rent, and in the event of non-payment, Lessor shall have all rights and remedies as herein provided for failure to pay rent.

7. Section 14 titled "Assignment and Sublease", is hereby deleted and replaced as follows:

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

8. Section 18c under Section 18 titled "Insurance", is deleted and replaced as follows:

All aircraft liability and public liability coverage shall be endorsed to include Okaloosa County as Additional Insured. In addition, all insurance policies shall contain a clause that the insurer will not cancel or change the insurance without first giving the County thirty (30) days prior written notice and ten (10) day notice for non-payment of premium. Prior to occupying the Leased Premises and annually upon renewal, Lessee shall furnish County a Certificate of Insurance evidencing all required insurance. The Certificate(s) of Insurance shall be delivered to Okaloosa County, 5479 A Old Bethel Road, Crestview, FL 32536 and a copy to Airports Administration. On request, Lessee shall deliver an exact copy of the policy or policies including all endorsements. Lessee agrees to comply with the insurance requirements as set forth in Exhibit "B" attached hereto and incorporated herein.

9. Section 19 titled "Notices", is hereby deleted and replaced as follows:

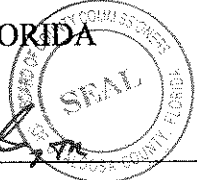
Any and all notices to be given under this Lease may be served by enclosing the same in a sealed envelope and directed to the other party at its address and deposited in the mail as first class mail with postage therein paid. When so given, such notice shall be effective from the date of mailing. Unless 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:  
J & R Emerald Air Property, LLC, Janet Ingle, 174 Watercolor Way,  
Suite 103 Box 148, Santa Rosa Beach, FL 32459.

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

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

OKALOOSA COUNTY, FLORIDA

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

ATTEST:

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



LESSEE

[Signature]  
Mitch Kaplan  
Date: 1/8/19

ATTEST:

[Signature]  
Witness  
[Signature]  
Witness  
[Signature]  
Mandy Scott

ACKNOWLEDGMENTS

STATE OF Florida  
COUNTY OF Okaloosa

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

Sworn and subscribed before me this 8 day of January, 2019, AD.



[Signature]  
NOTARY Lynnette Strong

My Commission Expires: February 23, 2020

ASSIGNEE

Janet Ingle  
J & R Emerald Air Property, LLC  
Janet Ingle  
Date: January 10, 2019

ATTEST:

Nancy Harris  
Witness  
Monica Bell Monica Bell  
Witness

ACKNOWLEDGMENTS

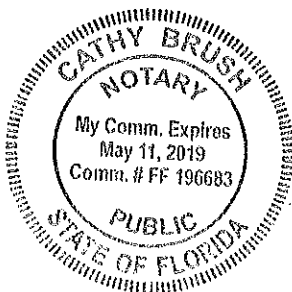
STATE OF Florida  
COUNTY OF Walton

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

Sworn and subscribed before me this 10 day of January, 2019, AD.

Cathy Brush  
NOTARY

My Commission Expires: 5-11-19





ASSIGNEE

[Signature]  
J & R Emerald Air Property, LLC  
Robert Vint  
Date: Jan 8, 2019

ATTEST:

[Signature]  
Witness  
[Signature]  
Witness

ACKNOWLEDGMENTS

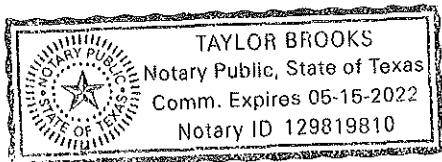
STATE OF Texas  
COUNTY OF Dallas

Before me, the undersigned officer duly authorized to take acknowledgments in the COUNTY and STATE aforesaid, personally appeared ROBER VINT 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 8th day of JANUARY, 2019, AD.

[Signature]  
NOTARY

My Commission Expires: May 15, 2022



## 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 the airport sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or

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

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

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

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

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

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

## **Title VI List of Pertinent Nondiscrimination Acts and Authorities**

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

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

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

### **FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)**

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

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

### **OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970**

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

### **E-VERIFY**

Enrollment and verification requirements.

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

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

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

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

a. All new employees.

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

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

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

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

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

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

- i. Enrollment in the E-Verify program; or
  - ii. Notification to E-Verify Operations of the Lessee's decision to exercise this option, using the lease information provided in the E-Verify program Memorandum of Understanding (MOU)
- (5) The Lessee shall comply, for the period of performance of this lease, with the requirements of the E-Verify program MOU.
- i. The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Lessee's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Lessee, will be referred to a suspension or debarment official.
  - ii. During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the lessee is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Lessee, then the Lessee must reenroll in E-Verify.
  - iii. Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

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

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

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

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

## **EXHIBIT "B"**

### **GENERAL SERVICES INSURANCE REQUIREMENTS FOR HANGER 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><b>LIMIT</b></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 B

### CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 11/21/2009

Contract/Lease Control #: L09-0357-AP

Bid #: N/A

Contract/Lease Type: REVENUE

Award To/Lessee: MITCH KAPLAN

Lessor/Owner: OKALOOSA COUNTY

Effective Date: 11/19/2009 Cost: \$2,687.50 PER YEAR PLUS TAX

Expiration Date: 9/30/2021

Description of Contract/Lease: DAP BLOCK 8/ LOT 7 HANGAR SPACE LEASE

Department Manager: AIRPORT

Department Monitor: G. DONOVAN

Monitor's Telephone #: 651-7160

Monitor's FAX # OR E-Mail: GDONOVAN@CO.OKALOOSA.FL.US

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

Cc: Finance Dept Contracts & Grants Division



# CERTIFICATE OF AIRCRAFT INSURANCE

DATE (MM/DD/YYYY)

07/03/2018

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.

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

PRODUCER Parrish-Oneill & Associates, Inc. P. O. Box 349 Mount Vernon, OH 43050	CONTACT NAME:			
	PHONE (A/C, No, Ext):	FAX (A/C, No):		
E-MAIL ADDRESS:				
PRODUCER CUSTOMER ID#:				
INSURED Parker Aircraft Sales Inc Mitchell Kaplan 203 Walkedge Drive Fort Walton Beach, FL 32548	INSURER(S) AFFORDING COVERAGE		%	NAIC #
	INSURER A: U.S. SPECIALTY INSURANCE COMPANY		100%	
	INSURER B:			
	INSURER C:			
	INSURER D:			
	INSURER E:			

**RECEIVED**  
JUL 10 2018  
BY: P. O'NEILL

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

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

AIRCRAFT INFORMATION		ACORD 333, Aircraft Schedule attached			
YEAR 1976	MAKE Piper	MODEL PA-31-350	SERIAL NUMBER	REGISTRATION NUMBER N827RD	
TERRITORY:					

AIRCRAFT COVERAGES						
INSURER LETTER	POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE	ADDITIONAL INSURED? (Y/N)	SUBROGATION WAIVED? (Y/N)	
	GA00182516-04	6/5/2018	2/18/2019	Y	N	
COVERAGE	OPTIONS		LIMIT	APPLIES TO	LIMIT	APPLIES TO
AIRCRAFT HULL	<input checked="" type="checkbox"/> ALL RISK GROUND AND FLIGHT		\$ 180,000	AGREED VALUE	\$ 0	Ded. - Not in motion
AIRCRAFT LIABILITY	<input checked="" type="checkbox"/> LIABILITY		\$ 1,000,000	EA OCC	\$	Ded. - In motion
			\$ 100,000	EA PASS	\$	EA PER
MEDICAL PAYMENTS	<input checked="" type="checkbox"/> INCLUDING CREW		\$ 5,000	EA PER	\$ 40,000	EA OCC
	<input type="checkbox"/> EXCLUDING CREW					
COVERAGE CODE	DESCRIPTION	OPTIONS	LIMIT	APPLIES TO	LIMIT	APPLIES TO
			\$		\$	
			\$		\$	
			\$		\$	
			\$		\$	
			\$		\$	

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

Certificate Holder is included as an Additional Insured.

L09-0357-AP

CERTIFICATE HOLDER Okaloosa County 5749 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 
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# CERTIFICATE OF AIRCRAFT INSURANCE

DATE (MMDD/YYYY)

03/28/2018

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.

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

PRODUCER <b>Parrish-Oneill &amp; Associates, Inc.</b> P. O. Box 349 Mount Vernon, OH 43050		CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: PRODUCER CUSTOMER ID#:		FAX (A/C, No):			
INSURED Parker Aircraft Sales Inc Mitchell Kaplan 203 Walkedge Drive Fort Walton Beach, FL 32548		<div style="border: 2px solid blue; padding: 5px; display: inline-block;"> <b>RECEIVED</b>  <b>APR 04 2018</b>          BY: <u>Purch</u> </div>		INSURER(S) AFFORDING COVERAGE		%	NAIC #
				INSURER A: U.S. SPECIALTY INSURANCE COMPANY		100%	
				INSURER B:			
				INSURER C:			
				INSURER D:			
				INSURER E:			
				INSURER F:			

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.

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

**AIRCRAFT INFORMATION** ACORD 333, Aircraft Schedule attached


YEAR 1980	MAKE Piper	MODEL PA-31-350	SERIAL NUMBER	REGISTRATION NUMBER N253DS
TERRITORY:				

**AIRCRAFT COVERAGES**

INSURER LETTER	POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE	ADDITIONAL INSURED? (Y/N)	SUBROGATION WAIVED? (Y/N)
	GA00182516-04	3/28/2018	2/18/2019	Y	N
COVERAGE	OPTIONS	LIMIT	APPLIES TO	LIMIT	APPLIES TO
AIRCRAFT HULL	<input checked="" type="checkbox"/> ALL RISK GROUND AND FLIGHT	\$ 275,000	AGREED VALUE	\$ 0	Ded. - Not in motion
AIRCRAFT LIABILITY	<input checked="" type="checkbox"/> LIABILITY	\$ 1,000,000	EA OCC	\$ 0	Ded. - In motion
		\$ 100,000	EA PASS		EA PER
MEDICAL PAYMENTS	<input checked="" type="checkbox"/> INCLUDING CREW	\$ 5,000	EA PER	\$ 40,000	EA OCC
	EXCLUDING CREW				
CODE	DESCRIPTION	LIMIT	APPLIES TO	LIMIT	APPLIES TO
		\$		\$	
		\$		\$	
		\$		\$	
		\$		\$	
		\$		\$	

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

Certificate Holder is included as an Additional Insured. LO9-0357-AP

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



# CERTIFICATE OF AIRCRAFT INSURANCE

DATE (MMDD/YYYY)

03/28/2018

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

PRODUCER <b>Parrish-Oneill &amp; Associates, Inc.</b> P. O. Box 349 Mount Vernon, OH 43050		CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: PRODUCER CUSTOMER ID#:		FAX (A/C, No):	
INSURED Parker Aircraft Sales Inc Mitchell Kaplan 203 Walkedge Drive Fort Walton Beach, FL 32548		<b>RECEIVED</b> APR 04 2018 BY: <i>P.uech</i>			
		INSURER(S) AFFORDING COVERAGE		%	NAIC #
		INSURER A: U.S. SPECIALTY INSURANCE COMPANY		100%	
		INSURER B:			
		INSURER C:			
		INSURER D:			
		INSURER E:			

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.

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

**AIRCRAFT INFORMATION** ACORD 333, Aircraft Schedule attached

YEAR 1979	MAKE Piper	MODEL PA-31-350	SERIAL NUMBER	REGISTRATION NUMBER N710JP
TERRITORY:				


**AIRCRAFT COVERAGES**

INSURER LETTER	POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE	ADDITIONAL INSURED? (Y/N)	SUBROGATION WAIVED? (Y/N)	
	GA00182516-04	3/28/2018	2/18/2019	Y	N	
COVERAGE	OPTIONS	LIMIT	APPLIES TO	LIMIT	APPLIES TO	
AIRCRAFT HULL	<input checked="" type="checkbox"/> ALL RISK GROUND AND FLIGHT	\$ 275,000	AGREED VALUE	\$ 0	Ded. - Not in motion	
AIRCRAFT LIABILITY	<input checked="" type="checkbox"/> LIABILITY	\$ 1,000,000	EA OCC	\$ 0	Ded. - In motion	
		\$ 100,000	EA PASS		EA PER	
MEDICAL PAYMENTS	<input checked="" type="checkbox"/> INCLUDING CREW	\$ 5,000	EA PER	\$ 40,000	EA OCC	
	<input type="checkbox"/> EXCLUDING CREW					
CODE	DESCRIPTION	OPTIONS	LIMIT	APPLIES TO	LIMIT	APPLIES TO
			\$		\$	
			\$		\$	
			\$		\$	
			\$		\$	
			\$		\$	

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

Certificate Holder is included as an Additional Insured.

LOG-0357-AP

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



# CERTIFICATE OF AIRCRAFT INSURANCE

DATE (MM/DD/YYYY)

03/28/2018

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PRODUCER <b>Parrish-Oneill &amp; Associates, Inc.</b> P. O. Box 349 Mount Vernon, OH 43050		CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: PRODUCER CUSTOMER ID#:		FAX (A/C, No):	
INSURED Parker Aircraft Sales Inc Mitchell Kaplan 203 Walkedge Drive Fort Walton Beach, FL 32548		<b>RECEIVED</b> APR 04 2018 BY: <i>P. O'Neill</i>			
		INSURER A: U.S. SPECIALTY INSURANCE COMPANY		100%	
		INSURER B:			
		INSURER C:			
		INSURER D:			
INSURER E:					
INSURER F:					

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

<b>AIRCRAFT INFORMATION</b>		<b>ACORD 333, Aircraft Schedule attached</b>			
YEAR 1983	MAKE Piper	MODEL PA-31P-350	SERIAL NUMBER	REGISTRATION NUMBER N9244Y	
TERRITORY:					

AIRCRAFT COVERAGES						
INSURER LETTER	POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE	ADDITIONAL INSURED? (Y/N)	SUBROGATION WAIVED? (Y/N)	
	GA00182516-04	3/28/2018	2/18/2019	Y	N	
COVERAGE	OPTIONS		LIMIT	APPLIES TO	LIMIT	APPLIES TO
AIRCRAFT HULL	<input checked="" type="checkbox"/> ALL RISK GROUND AND FLIGHT		\$ 200,000	AGREED VALUE	\$ 0	Ded. - Not in motion
AIRCRAFT LIABILITY	<input checked="" type="checkbox"/> LIABILITY		\$ 1,000,000	EA OCC	\$ 0	Ded. - In motion
			\$ 100,000	EA PASS	\$	EA PER
MEDICAL PAYMENTS	<input checked="" type="checkbox"/> INCLUDING CREW		\$ 5,000	EA PER	\$ 40,000	EA OCC
	<input type="checkbox"/> EXCLUDING CREW					
CODE	DESCRIPTION	OPTIONS	LIMIT	APPLIES TO	LIMIT	APPLIES TO
			\$		\$	
			\$		\$	
			\$		\$	
			\$		\$	
			\$		\$	

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

Certificate Holder is included as an Additional Insured. L09-0357-AP

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



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

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

Policy number: GA00182516-04  
Endorsement number:  
Issued to (first Named Insured): Parker Aircraft Sales Inc  
Effective: 03/28/2018  
For: premium of \$

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

**ADDITIONAL INSURED STORAGE AND TIE DOWN OF AIRCRAFT**

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

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



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

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

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

This endorsement applies only to the following **aircraft**:

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

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

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

Policy number: GA00182516-04  
Endorsement number:  
Issued to (first Named Insured): Parker Aircraft Sales Inc  
Effective: 03/28/2018  
For: premium of \$

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

**CANCELLING YOUR POLICY**

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

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



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



# CERTIFICATE OF AIRCRAFT INSURANCE

DATE (MM/DD/YYYY)

01/31/2018

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PRODUCER <b>Parrish-Oneill &amp; Associates, Inc.</b> P. O. Box 349 Mount Vernon, OH 43050	CONTACT NAME:																													
	PHONE (A/C, No, Ext):	FAX (A/C, No):																												
INSURED Parker Aircraft Sales Inc Mitchell Kaplan 203 Walkedge Drive Fort Walton Beach, FL 32548	E-MAIL ADDRESS:																													
	PRODUCER CUSTOMER ID#																													
<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>%</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A:</td> <td>U.S. SPECIALTY INSURANCE COMPANY</td> <td>100%</td> <td></td> </tr> <tr> <td>INSURER B:</td> <td></td> <td></td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> <td></td> </tr> </table>			INSURER(S) AFFORDING COVERAGE		%	NAIC #	INSURER A:	U.S. SPECIALTY INSURANCE COMPANY	100%		INSURER B:				INSURER C:				INSURER D:				INSURER E:				INSURER F:			
INSURER(S) AFFORDING COVERAGE		%	NAIC #																											
INSURER A:	U.S. SPECIALTY INSURANCE COMPANY	100%																												
INSURER B:																														
INSURER C:																														
INSURER D:																														
INSURER E:																														
INSURER F:																														

**RECEIVED**  
  
**FEB 07 2018**  
  
 BY: *Purch*

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

<b>AIRCRAFT INFORMATION</b>		<b>ACORD 333, Aircraft Schedule attached</b>			
YEAR 1969	MAKE Piper	MODEL PA-31-310	SERIAL NUMBER	REGISTRATION NUMBER N42CF	
TERRITORY:					

<b>AIRCRAFT COVERAGES</b>						
INSURER LETTER	POLICY NUMBER GA00182516-04	EFFECTIVE DATE 2/18/2018	EXPIRATION DATE 2/18/2019	ADDITIONAL INSURED? (Y/N) Y	SUBROGATION WAIVED? (Y/N) N	
COVERAGE	OPTIONS		LIMIT	APPLIES TO	LIMIT	APPLIES TO
AIRCRAFT HULL	<input checked="" type="checkbox"/> ALL RISK GROUND AND FLIGHT		\$ 60,000	AGREED VALUE	\$ NIL	Ded. - Not in motion
AIRCRAFT LIABILITY	<input checked="" type="checkbox"/> LIABILITY		\$ 1,000,000	EA OCC	\$	Ded. - In motion
MEDICAL PAYMENTS	<input checked="" type="checkbox"/> INCLUDING CREW		\$ 5,000	EA PASS	\$	EA PER
	<input type="checkbox"/> EXCLUDING CREW			EA PER	\$ 40,000	AGGR
COVERAGE	OPTIONS		LIMIT	APPLIES TO	LIMIT	APPLIES TO
CODE	DESCRIPTION		\$		\$	
			\$		\$	
			\$		\$	
			\$		\$	
			\$		\$	

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

Certificate Holder is included as an Additional Insured.

<b>CERTIFICATE HOLDER</b>	<b>CANCELLATION</b>
Okaloosa County 5749 A Old Bethel Road Crestview, FL 32536	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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ACORD 21 (2016/03)

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LD9-0357-AP




# CERTIFICATE OF AIRCRAFT INSURANCE

DATE (MM/DD/YYYY)

01/31/2018

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PRODUCER Parrish-Oneill & Associates, Inc. P. O. Box 349 Mount Vernon, OH 43050	CONTACT NAME:			
	PHONE (A/C, No, Ext):	FAX (A/C, No):		
INSURED Parker Aircraft Sales Inc Mitchell Kaplan 203 Walkedge Drive Fort Walton Beach, FL 32548	E-MAIL ADDRESS:			
	PRODUCER CUSTOMER ID#			
		INSURER(S) AFFORDING COVERAGE	%	NAIC #
		INSURER A: U.S. SPECIALTY INSURANCE COMPANY	100%	
		INSURER B:		
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<b>POLICY INFORMATION</b>		<b>CERTIFICATE NUMBER:</b>	<b>REVISION NUMBER:</b>
POLICY TYPE		LINE OF BUSINESS SUBCODE	
INDUSTRIAL AID	PLEASURE & BUS <input checked="" type="checkbox"/>	COMMERCIAL <input checked="" type="checkbox"/>	AIRPLANE
NON-OWNED		LIABILITY ONLY	HELICOPTER
			MIXED FLEET
			EXCESS
			QUOTA SHARE
			HULL & LIABILITY
			HULL ONLY

<b>AIRCRAFT INFORMATION</b>		ACORD 333, Aircraft Schedule attached	
YEAR 1973	MAKE Piper	MODEL PA-31-350	REGISTRATION NUMBER N74932
TERRITORY:			

AIRCRAFT COVERAGES						
INSURER LETTER	POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE	ADDITIONAL INSURED? (Y/N)	SUBROGATION WAIVED? (Y/N)	
	GA00182516-04	2/18/2018	2/18/2019	Y	N	
COVERAGE	OPTIONS		LIMIT	APPLIES TO	LIMIT	APPLIES TO
AIRCRAFT HULL	<input checked="" type="checkbox"/> ALL RISK GROUND AND FLIGHT		\$ 175,000	AGREED VALUE	\$ NIL	Ded. - Not in motion
AIRCRAFT LIABILITY	<input checked="" type="checkbox"/> LIABILITY		\$ 1,000,000	EA OCC	\$	Ded. - In motion
MEDICAL PAYMENTS	<input checked="" type="checkbox"/> INCLUDING CREW		\$ 5,000	EA PASS	\$	EA PER
	EXCLUDING CREW			EA PER	\$ 40,000	EA OCC
COVERAGE CODE	DESCRIPTION	OPTIONS	LIMIT	APPLIES TO	LIMIT	APPLIES TO
			\$		\$	
			\$		\$	
			\$		\$	
			\$		\$	
			\$		\$	

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Certificate Holder is included as an Additional Insured.

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	PHONE (A/C, No, Ext):	FAX (A/C, No):		
<b>RECEIVED</b> FEB 07 2018 BY: <i>Purch</i>	E-MAIL ADDRESS:			
	PRODUCER CUSTOMER ID#:			
INSURED Parker Aircraft Sales Inc Mitchell Kaplan 203 Walkedge Drive Fort Walton Beach, FL 32548	INSURER(S) AFFORDING COVERAGE		%	NAIC #
	INSURER A: U.S. SPECIALTY INSURANCE COMPANY		100%	
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<b>POLICY INFORMATION</b>		<b>CERTIFICATE NUMBER:</b>		<b>REVISION NUMBER:</b>	
POLICY TYPE			LINE OF BUSINESS SUBCODE		
<input type="checkbox"/> INDUSTRIAL AID	<input type="checkbox"/> PLEASURE & BUS	<input checked="" type="checkbox"/> COMMERCIAL	<input checked="" type="checkbox"/> AIRPLANE	<input type="checkbox"/> HELICOPTER	<input type="checkbox"/> MIXED FLEET
<input type="checkbox"/> NON-OWNED			<input type="checkbox"/> LIABILITY ONLY	<input checked="" type="checkbox"/> HULL & LIABILITY	<input type="checkbox"/> HULL ONLY
		<input type="checkbox"/> EXCESS	<input type="checkbox"/> QUOTA SHARE		

<b>AIRCRAFT INFORMATION</b>		ACORD 333, Aircraft Schedule attached		
YEAR 1979	MAKE Piper	MODEL PA-31-350	SERIAL NUMBER	REGISTRATION NUMBER N710JP

TERRITORY:

AIRCRAFT COVERAGES						
INSURER LETTER	POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE	ADDITIONAL INSURED? (Y/N)	SUBROGATION WAIVED? (Y/N)	
	GA00182516-04	2/18/2018	2/18/2019	Y	N	
COVERAGE	OPTIONS		LIMIT	APPLIES TO	LIMIT	APPLIES TO
AIRCRAFT HULL	<input checked="" type="checkbox"/>	ALL RISK GROUND AND FLIGHT	\$ 275,000	AGREED VALUE	\$ NIL	Ded. - Not in motion
AIRCRAFT LIABILITY	<input checked="" type="checkbox"/>	LIABILITY	\$ 1,000,000	EA OCC	\$	Ded. - In motion
			\$ 100,000	EA PASS	\$	EA PER AGGR
MEDICAL PAYMENTS	<input checked="" type="checkbox"/>	INCLUDING CREW	\$ 5,000	EA PER	\$ 40,000	EA OCC
		EXCLUDING CREW				
COVERAGE	OPTIONS		LIMIT	APPLIES TO	LIMIT	APPLIES TO
CODE	DESCRIPTION					
			\$		\$	
			\$		\$	
			\$		\$	
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DESCRIPTION OF OPERATIONS / REMARKS (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder is included as an Additional Insured.

<b>CERTIFICATE HOLDER</b>	<b>CANCELLATION</b>
Okaloosa County 5749 A Old Bethel Road Crestview, FL 32536	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

© 2009, 2015 ACORD CORPORATION. All rights reserved.



# CERTIFICATE OF AIRCRAFT INSURANCE

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

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.

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

PRODUCER <b>Parrish-Oneill &amp; Associates, Inc.</b> P. O. Box 349 Mount Vernon, OH 43050	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	PRODUCER CUSTOMER ID#:	

**RECEIVED**  
  
**FEB 07 2018**  
  
 BY: PURCH

INSURED <b>Parker Aircraft Sales Inc</b> Mitchell Kaplan 203 Walkedge Drive Fort Walton Beach, FL 32548	INSURER(S) AFFORDING COVERAGE	%	NAIC #
	INSURER A: U.S. SPECIALTY INSURANCE COMPANY	100%	
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		

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.

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

<b>AIRCRAFT INFORMATION</b>		<b>ACORD 333, Aircraft Schedule attached</b>	
YEAR 1980	MAKE Piper	MODEL PA-31-350	REGISTRATION NUMBER N253DS
TERRITORY:			

AIRCRAFT COVERAGES						
INSURER LETTER	POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE	ADDITIONAL INSURED? (Y/N)	SUBROGATION WAIVED? (Y/N)	
	GA00182516-04	2/18/2018	2/18/2019	Y	N	
COVERAGE	OPTIONS		LIMIT	APPLIES TO	LIMIT	APPLIES TO
AIRCRAFT HULL	<input checked="" type="checkbox"/>	ALL RISK GROUND AND FLIGHT	\$ 275,000	AGREED VALUE	\$ NIL	Ded. - Not in motion
AIRCRAFT LIABILITY	<input checked="" type="checkbox"/>	LIABILITY	\$ 1,000,000	EA OCC	\$	Ded. - In motion
			\$ 100,000	EA PASS	\$	EA PER AGGR
MEDICAL PAYMENTS	<input checked="" type="checkbox"/>	INCLUDING CREW	\$ 5,000	EA PER	\$ 40,000	EA OCC
		EXCLUDING CREW				
COVERAGE	OPTIONS		LIMIT	APPLIES TO	LIMIT	APPLIES TO
CODE	DESCRIPTION		\$		\$	
			\$		\$	
			\$		\$	
			\$		\$	
			\$		\$	
			\$		\$	

DESCRIPTION OF OPERATIONS / REMARKS (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Certificate Holder is included as an Additional Insured.

<b>CERTIFICATE HOLDER</b> Okaloosa County 5749 A Old Bethel Road Crestview, FL 32536	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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# CERTIFICATE OF AIRCRAFT INSURANCE

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

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.

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

PRODUCER Parrish-Oneill & Associates, Inc. P. O. Box 349 Mount Vernon, OH 43050	CONTACT NAME:		
	PHONE (A/C, No, Ext):	FAX (A/C, No):	
INSURED Parker Aircraft Sales Inc Mitchell Kaplan 203 Walkedge Drive Fort Walton Beach, FL 32548	E-MAIL ADDRESS:		
	PRODUCER CUSTOMER ID#		
	INSURER(S) AFFORDING COVERAGE		%
	INSURER A: U.S. SPECIALTY INSURANCE COMPANY		100%
INSURER B:			
INSURER C:			
INSURER D:			
INSURER E:			
INSURER F:			

**RECEIVED**  
FEB 07 2018  
BY: PURCH

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.

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

<b>AIRCRAFT INFORMATION</b>		<b>ACORD 333, Aircraft Schedule attached</b>	
YEAR 1983	MAKE Piper	MODEL PA-31P-350	REGISTRATION NUMBER N9244Y
TERRITORY:			

AIRCRAFT COVERAGES						
INSURER LETTER	POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE	ADDITIONAL INSURED? (Y/N)	SUBROGATION WAIVED? (Y/N)	
	GA00182516-04	2/18/2018	2/18/2019	Y	N	
COVERAGE	OPTIONS		LIMIT	APPLIES TO	LIMIT	APPLIES TO
AIRCRAFT HULL	<input checked="" type="checkbox"/> ALL RISK GROUND AND FLIGHT		\$ 200,000	AGREED VALUE	\$ NIL	Ded. - Not in motion
AIRCRAFT LIABILITY	<input checked="" type="checkbox"/> LIABILITY		\$ 1,000,000	EA OCC	\$	Ded. - In motion
			\$ 100,000	EA PASS	\$	EA PER
MEDICAL PAYMENTS	<input checked="" type="checkbox"/> INCLUDING CREW		\$ 5,000	EA PER	\$ 40,000	EA OCC
	<input type="checkbox"/> EXCLUDING CREW					
COVERAGE	OPTIONS		LIMIT	APPLIES TO	LIMIT	APPLIES TO
CODE	DESCRIPTION		\$		\$	
			\$		\$	
			\$		\$	
			\$		\$	
			\$		\$	
			\$		\$	

DESCRIPTION OF OPERATIONS / REMARKS (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Certificate Holder is included as an Additional Insured.

<b>CERTIFICATE HOLDER</b> Okaloosa County 5749 A Old Bethel Road Crestview, FL 32536	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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**AMENDMENT OF LEASE L09-0357-AP**  
MITCH KAPLAN HANGAR LEASE AT THE  
DESTIN EXECUTIVE AIRPORT

This Amendment of Lease made and entered into this 22 day of March, 2017, hereby approves this amendment for lease L09-0357-AP (“the Lease Agreement”), between Mitch Kaplan (“Lessee”), and Okaloosa County, Florida through its Board of County Commissioners (hereinafter the “County”).

**WITNESSETH:**

**WHEREAS**, on November 19, 2009, Lessee entered into an Assignment of Lease for Lease Agreement, L09-0357-AP with the County for Hanger Space at the Destin Executive Airport with a current expiration date of September 30, 2021; and

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

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

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

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

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

**AMENDMENT**

1. Section 6 c titled “Ground Lease” of L08-0346-AP, is deleted and replaced as follows:

Lessee shall pay in advance an annual ground lease fee established by an independent appraisal. The fee shall be adjusted in accordance with Section 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 ONE THOUSAND TWO HUNDRED FIFTY (1,250) square feet at ONE DOLLAR AND FIFTY CENTS (\$1.50) per square foot per year for a total annual cost of ONE THOUSAND EIGHT HUNDRED SEVENTY



FIVE DOLLARS (\$1,875.00) plus state sales tax and County non-ad valorem taxes.

2. Section 11 titled "Care of Leased Premises" of L08-0346-AP, is deleted and replaced as follows:

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

3. Section 13 titled "Taxes" of L08-0346-AP, is deleted and replaced as follows:

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

4. Section 18 titled "Insurance" letter "c" of L08-0346-AP, is deleted and replaced as follows:

All aircraft liability and public liability coverage shall be endorsed to include Okaloosa County as Additional Insured. In addition, all insurance policies shall contain a clause that the insurer will not cancel or change the insurance without first giving the County thirty (30) days prior written notice. Prior to occupying the Leased Premises and annually upon renewal, Lessee shall furnish County a Certificate of Insurance evidencing all required insurance. The Certificate(s) of Insurance shall be delivered to Okaloosa County, 5749 A Old Bethel Road, Crestview, FL 32536 and a copy to

Okaloosa County Airports, 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.

5. Section 27 "Place of Payments" of L08-0346-AP, 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.

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 renewal and amendment as of the day and year first written.

OKALOOSA COUNTY, FLORIDA

Carolyn N. Ketchel  
Carolyn N. Ketchel, Chairman  
Date: 02 March 2017



ATTEST:

J.D. Peacock II  
J.D. Peacock II, Clerk  
DATE: 3/22/17



LESSEE

Mitch Kaplan  
Mitch Kaplan

Date: 2/5/17

ATTEST:

Jared Smith  
Witness

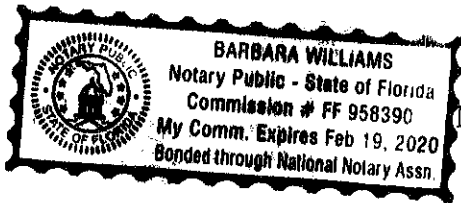
Heidi Rogers  
Witness

ACKNOWLEDGMENTS

STATE OF Florida  
COUNTY OF Okaloosa

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

Sworn and subscribed before me this 5 day of FEB, 2017, AD.



Barbara Williams  
NOTARY

My Commission Expires: 2/19/20



CA #2

**BOARD OF COUNTY COMMISSIONERS  
AGENDA REQUEST**

**DATE:** March 21, 2017  
**TO:** Honorable Chairman and Members of the Board  
**FROM:** Tracy Stage  
**SUBJECT:** Mitch Kaplan Amendment Number One to Hangar Lease  
**DEPARTMENT:** Airport  
**BCC DISTRICT:** 5

---

**STATEMENT OF ISSUE:** The Airports Department requests approval by the Board of County Commissioners for Mitch Kaplan Amendment One for Block 8 Lot 7 at the Destin Executive Airport (#L09-0357-AP).

**BACKGROUND:** On November 19, 2009 Mr. Mitch Kaplan entered into an Assignment of Lease for hangar space at the Destin Executive Airport. On November 15, 2016 the Board approved a Tiered Buy Down Option Program which enables current Lessees to "Opt In" at the current Board approved lease rate of \$1.50 by paying a fee based on the Lessees remaining lease term. The Board additionally approved, at the same meeting, new language for the storage of items in the Lessees hangar. Mr. Kaplan desires to "Opt In" the new hangar lease rate and the Airport has received his fee. Mr. Kaplan's certificate of insurance and Opt In Form are attached along with the contract and lease internal coordination sheet.


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

**RECOMMENDATIONS:** It is Staff's recommendation that the Board approve Mitch Kaplan's Amendment Number One for Hangar Lease Tiered Buy Down at the Destin Executive Airport as described above.

**RECOMMENDED BY:**

  
Tracy Stage, Airport Director 3/14/2017

**APPROVED BY:**

  
John Hofstad, County Administrator 3/14/2017  
**John Hofstad, County Administrator**

## CONTRACT & LEASE INTERNAL COORDINATION SHEET

Contract/Lease Number: <u>LO9-0357-AP</u>	Tracking Number: <u>2709-17</u>
Contractor/Lessee Name: <u>Mitch Kaplan</u>	Grant Funded: YES ___ NO ___
Purpose: <u>Amendment for Destin Executive Airport</u>	
Date/Term: <u>9-30-21</u>	1. <input type="checkbox"/> GREATER THAN \$50,000
Amount: <u>\$1,875.00 annually plus tax</u>	2. <input type="checkbox"/> GREATER THAN \$25,000
Department: <u>AP</u>	3. <input type="checkbox"/> \$25,000 OR LESS
Dept. Monitor Name: <u>Stacy/miner</u>	
Document has been reviewed and includes any attachments or exhibits.	

<b>Purchasing Review</b>	
Procurement requirements are met:	
<u>Chris Powell</u> Purchasing Director or designee	Date: <u>1/12/2017</u> Greg Kisela, Charles Powell, DeRita Mason, Matthew Young

<b>Risk Management Review</b>	
Approved as written: <u>W/Current COI</u>	
<u>Laura J. Porter</u> Risk Manager or designee	Date: <u>1/20/2017</u> Laura Porter or Krystal King

<b>County Attorney Review</b>	
Approved as written: <u>See email dated 1/24/2017</u>	
Date: _____ County Attorney	Gregory T. Stewart, Lynn Hoshihara, Kerry Parsons or Designee

Following Okaloosa County approval:

<b>Contracts &amp; Grants</b>	
Document has been received:	
Date: _____ Contracts & Grants Manager	Date: _____

**Dave Miner**

---

**From:** Parsons, Kerry <KParsons@ngn-tally.com>  
**Sent:** Tuesday, January 24, 2017 8:22 AM  
**To:** Dave Miner; Charles Powell  
**Cc:** Lynn Hoshihara  
**Subject:** RE: Amendments for Coordination

This is approved for legal sufficiency.

---

**From:** Dave Miner [mailto:dminer@co.okaloosa.fl.us]  
**Sent:** Tuesday, January 24, 2017 8:47 AM  
**To:** Parsons, Kerry; Charles Powell  
**Cc:** Lynn Hoshihara  
**Subject:** RE: Amendments for Coordination

Ms. Parsons:

Revisions accepted on Mitch Kaplan, thank you.

Dave

---

**From:** Parsons, Kerry [mailto:KParsons@ngn-tally.com]  
**Sent:** Monday, January 23, 2017 10:44 AM  
**To:** Charles Powell  
**Cc:** Dave Miner; Lynn Hoshihara  
**Subject:** RE: Amendments for Coordination

Please see my revisions

---

**From:** Charles Powell [mailto:cpowell@co.okaloosa.fl.us]  
**Sent:** Friday, January 20, 2017 1:00 PM  
**To:** Parsons, Kerry  
**Cc:** Dave Miner; Lynn Hoshihara  
**Subject:** FW: Amendments for Coordination

Hi Kerry,

Are these approved for legal sufficiency? Thanks

Respectfully,

Charles Powell



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

Lessee Mitch Kaplan Block 8 Lot 7  
Lease # L09-0357-AP

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

Current Board Approved Ground Rate: \$ 2.15 Date Approved: 11/19/2009  
Current Escalated Rate: \$ 2.44 Date Escalated: 11/30/2015  
Remaining Lease Term: 5.00 Expiration Date: 9/30/2021



Init: mk

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



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

Opt Out -Please check and initial this box if you elect to remain at your current rate. I understand my ground lease rate will remain at its current rate of \$ 2.44 and will continue to escalate annually per the terms in the agreement.

Print Name Mitch Kaplan

Signature [Handwritten Signature]

Date 1/3/17

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

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





ASSIGNMENT OF LEASE

This ASSIGNMENT OF LEASE FOR HANGAR SPACE, fully executed this 19th day of November, 2009, by and between THE LUNCH BUNCH, LLC, (hereinafter referred to as the "FIRST PARTY") and MITCH KAPLAN, (hereinafter referred to as the "SECOND PARTY").

WITNESSETH:

WHEREAS, the FIRST PARTY entered into an Lease Agreement for a hangar consisting of ONE THOUSAND TWO HUNDRED FIFTY (1,250) square feet at the Destin/Ft. Walton Beach Airport, assignment of lease dated November 18, 2008, lease for hangar space option dated September 19, 2008, supplement agreement number one dated March 7, 2002, and original lease dated June 29, 2001 with a current expiration date of September 30, 2021.

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

COUNTY hereby lets to SECOND PARTY and SECOND PARTY hereby hires and takes from COUNTY at the Destin/Ft. Walton Beach Airport in the County of Okaloosa, State of Florida (hereinafter referred to as "AIRPORT"), that certain location designated as Block 8 Lot 7 as shown on file in the office of the Airports Director, which is hereby incorporated herein by reference, and COUNTY hereby gives to SECOND PARTY permission to occupy and maintain one (1) of 11 metal "T" hangar unit for the storage of individually-owned/corporate-owned aircraft at the aforesaid location. Additional aircraft may be stored in the hangar with proper notice to the COUNTY provided that proof of required insurance coverage is provided to the COUNTY.

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

SECTION 1:

Change Section 6 c: Ground Lease to read:

LESSEE shall pay in advance an annual ground lease fee established by an independent appraisal. The fee shall be adjusted every year in accordance with Section 7. The ground lease and applicable sales tax will be billed annually, in advance, and is payable to the

LEASE # L09-0357-AP  
MITCH KAPLAN  
DAP BLOCK 8/ LOT 7 HANGAR SPACE LEASE  
EXPIRES: 9/30/2021

Airports Director, Okaloosa County Airports, 1701 Highway 85 North, Eglin Air Force Base, Florida, 32542-1498. The lease includes ONE THOUSAND TWO HUNDRED FIFTY (1,250) square feet at TWO DOLLARS AND FIFTEEN CENTS (\$2.15) per square foot per year for a total annual cost of TWO THOUSAND SIX HUNDRED EIGHTY SEVEN DOLLARS AND FIFTY CENTS (\$2,687.50) plus tax.

SECTION 2:

Change Section 19: Notices to read:

Any and all notices to be given under this LEASE may be served by enclosing the same in a sealed envelope and directed to the other party at its address and deposited in the mail as first class mail with postage therein paid. When so given, such notice shall be effective from 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: Mitch Kaplan, 203 Walkedge Drive, Ft. Walton Beach, FL 32548.

SECTION 3: ENTIRE ASSIGNMENT OF LEASE

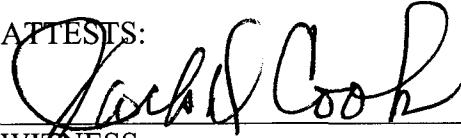
This ASSIGNMENT OF LEASE consists of the following: Sections 1 – 3. It constitutes this entire Assignment of Lease of the parties on the subject matter hereof and may not be changed, modified, discharged, or extended except by written instrument duly executed by COUNTY and LESSEE.

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




THE LUNCH BUNCH, LLC  
WILLIAM G. CASTLEN  
FIRST PARTY


ATTESTS:



WITNESS

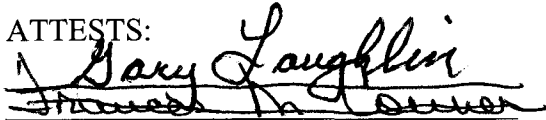


WITNESS

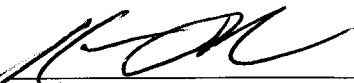


MITCH KAPLAN  
SECOND PARTY

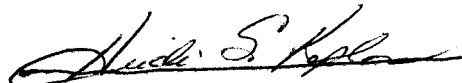
ATTESTS:



WITNESS



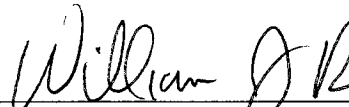
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WITNESS

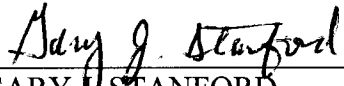
This Assignment of Lease is adopted this 17th day of November, 2009.

BOARD OF COUNTY COMMISSIONERS  
OKALOOSA COUNTY, FLORIDA

  
\_\_\_\_\_  
WILLIAM J. ROBERTS, III  
CHAIRMAN



ATTEST:

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



ACKNOWLEDGMENTS

STATE OF ~~FLORIDA~~ *Alabama*  
COUNTY OF ~~OKALOOSA~~ *Henry*

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

Sworn and subscribed before me this 18 day of September, 2009, AD.

*Debra Kluber*  
NOTARY

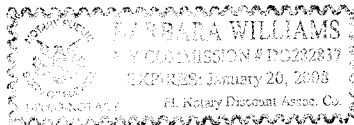
NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: Aug 27, 2013  
BONDED THRU NOTARY PUBLIC UNDERWRITERS

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

STATE OF FLORIDA  
COUNTY OF OKALOOSA

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

Sworn and subscribed before me this 24 day of September, 2009, AD.



*Barbara Williams*  
NOTARY

My Commission expires: 1/20/12