

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 06/09/2022

Contract/Lease Control #: L05-0254-AP

Procurement#: NA

Contract/Lease Type: LEASE

Award To/Lessee: 1001 B2L12, LLC

Owner/Lessor: OKALOOSA COUNTY

Effective Date: GROUND RENT OF BLOCK 2 LOT 1 AT DESTIN EXECUTIVE AIRPORT

Expiration Date: 10/05/2021

Description of: 02/14/2037

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: L05-0254-AP
1001 B2L12, LLC
GROUND RENT OF BLOCK 2 LOT 1 AT
DESTIN EXECUTIVE AIRPORT
EXPIRES:02/14/2037

**CONSENT TO ASSIGNMENT AND AMENDMENT
OF HANGAR SPACE LEASE L05-0254-AP
BREMFOUR AVIATION GROUP, INC. TO 1001 B2L12, LLC
AT THE DESTIN EXECUTIVE AIRPORT**

This Consent and Amendment of Lease, made and entered into this 7th day of June, 2022, hereby approves the assignment and amendment of a hangar lease agreement between Bremfour Aviation Group, Inc. ("Lessee"), dated October 5, 2021, and Okaloosa County, Florida through its Board of County Commissioners (hereinafter the "County").

WITNESSETH:

WHEREAS, on March 10, 2014, Lessee entered into a Lease Agreement, (L03-0202-AP) with the County for Block 2 Lot 2 at the Destin Executive Airport with a current expiration date of December 31, 2026; and

WHEREAS, on October 5, 2021, Lessee entered into a separate Lease Agreement, (L05-0254-AP) with the County for Block 2 Lot 1 at the Destin Executive Airport with a current expiration date of February 14, 2037; and

WHEREAS, Lessee requests to merge the two lease agreements (L03-0202-AP and L05-0254-AP) into one lease. Once L03-0202-AP merges into L05-0254-AP, lease number L03-0202-AP shall be deleted; and

WHEREAS, Lessee desires to assign the newly combined lease for Block 2, Lots 1 and 2 to 1001 B2L12, LLC; and

WHEREAS, in accordance with Section 14 of the Lease, Lessee is required to obtain the County's consent prior to assigning its interest and confirm that all other conditions have been satisfied to approve the assignment; and

WHEREAS, the parties now desire to amend the lease to adjust certain clauses.

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:

CONSENT TO ASSIGNMENT

1. In accordance with Section 14 of the Lease, the County hereby consents to this assignment of the Lessee's interest to 1001 B2L12, LLC.

2. Assignee by execution of this Consent to Assignment of Lease, 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.

AMENDMENT

Lease L05-0254-AP is amended as follows:

1. Section 1 titled "Term" is amended to add the following:

Upon expiration of the term of the lease, the hangar and all fixtures shall be considered the County's property, Lessee's lease interest shall automatically terminate and the leased premises shall automatically revert into the County's possession. The parties expressly agree that there is no holdover tenancy allowed under the terms of this lease. If the tenant fails to vacate the leased premise prior to the expiration of this agreement, unless renewed, said lessee shall be considered a trespasser and the County can take any legally permissible action to remove any trespassers. However, if the Lessee is in good standing with the County and all lease requirements at the end of the term, the current Lessee will have a first right of refusal to enter into a new hangar lease with the County for an additional term to be negotiated and mutually agreed upon in writing between the parties. Good standing is defined as Lessee remaining current on all payments due and no notices to cure or default of any requirements under the lease being issued to Lessee.

At least 180 days prior to lease expiration, the County will inspect the hangar condition and annotate any and all damages, any repairs needed due to normal wear and tear, and document useful life of any mechanical equipment or systems. The County may elect to make any repairs, replacements or demands for repairs due to any damages. The County will obtain a current appraised value of the subject hangar, which will take into consideration several factors including but not limited to the current market and facility condition. The appraisal will be conducted by a Florida licensed appraiser under contract by Okaloosa County with experience in the aviation industry to establish a new monthly hangar lease rate. The tenant will provide in writing no later than 30 days prior to the current lease term termination date of their intent to enter into a new lease at the new rate based on the appraised value established. A new lease term will not exceed five (5) years.

2. Section 6a titled Ground Lease is deleted in its entirety and replaced with the following:

The Lessee shall pay in advance an annual ground lease fee established by independent appraisal. 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 FOUR THOUSAND SEVEN HUNDRED EIGHT (4,708) square feet at TWO DOLLARS (\$2.00) per square foot per year for a total annual cost of NINE THOUSAND FOUR HUNDRED SIXTEEN DOLLARS (\$9,416.00) plus tax. The rate is subject to escalation per Section 7 of the agreement.

3. Section 29 titled "Legal Description" is deleted in its entirety and replaced with the following:

This amended lease includes both Block 2 Lot 1 and Block 2 Lot 2 at Destin Executive Airport. The combined space now represents a total area of 4,708 (four thousand seven hundred eight) square feet.

4. 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).

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


OKALOOSA COUNTY, FLORIDA



Mel Ponder
Chairman, Board of County
Commissioners



Date: JUN 07 2022



J. D. Peacock II
Clerk of Circuit Court



LESSEE




Bremfour Aviation Group, Inc.

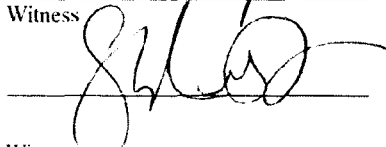
Robert Devrnja

Date: May 12, 2022

ATTEST:



Witness



Witness

ASSIGNEE

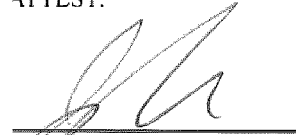


1001 B2L12, LLC

Rick Nesius

Date: May 4, 2022

ATTEST:



Witness



Witness

Site Exhibit



Delete
L 03-0202-AP

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

Procurement/Contract/Lease Number: L05-0254-AP Tracking Number: 456622
Procurement/Contractor/Lessee Name: Bumfear Aviation Group Grant Funded: YES NO
Purpose: Assignment to Dirt Investments, LLC
Date/Term: 12-31-26 Note: Dirt Investments changed name to 1001 B2L12, LLC after coordination began. 1. GREATER THAN \$100,000
Department #: 421082 2. GREATER THAN \$50,000
Account #: 344163 3. \$50,000 OR LESS
Amount: revenue
Department: Airport Dept. Monitor Name: Stage

Purchasing Review

Procurement or Contract/Lease requirements are met:
DeLatorra Date: 4-5-2022
Purchasing Manager or designee Jeff Hyde, DeRita Mason, Jessica Darr, Angela Etheridge

2CFR Compliance Review (if required)

Approved as written: no recheck Grant Name: _____
Date: _____
Grants Coordinator Suzanne Ulloa

Risk Management Review

Approved as written: see email attached Date: 4-5-22
Risk Manager or designee Kristina LoFria

County Attorney Review

Approved as written: see email attached Date: 4-26-22
County Attorney Lynn Hoshihara, Kerry Parsons or Designee

Department Funding Review

Approved as written: _____ Date: _____

IT Review (if applicable)

Approved as written: _____ Date: _____

DeRita Mason

From: Kristina LoFria
Sent: Tuesday, April 5, 2022 10:22 AM
To: DeRita Mason
Subject: RE: Coordination--Bremfour

This is approved by Risk, no insurance element.

Thank You

Kristy LoFria

Okaloosa County BOCC-Risk Management
Public Records & Contract Specialist
302 N Wilson St Suite 301
Crestview, Florida 32536
klofria@myokaloosa.com
850-689-5979



For all things Wellness please visit:

<http://www.myokaloosa.com/wellness>

"When the winds of adversity blow against your boat, just adjust your sail."

"Don't aim for success if you want it; just do what you love and believe in, and it will come naturally." David Frost

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

From: DeRita Mason <dmason@myokaloosa.com>
Sent: Tuesday, April 5, 2022 6:35 AM
To: Lynn Hoshihara <lhoshihara@myokaloosa.com>
Cc: Kerry Parsons <kparsons@myokaloosa.com>; Kristina LoFria <klofria@myokaloosa.com>
Subject: FW: Coordination--Bremfour

Good morning,
Please review and approve the attached.

Thank you,

DeRita Mason

From: Lynn Hoshihara
Sent: Tuesday, April 26, 2022 3:35 PM
To: DeRita Mason
Subject: Re: Coordination--Bremfour
Attachments: Bremfour to Dirt Investments AOL 4.26.22.docx

With the attached changes, this is approved.

Lynn M. Hoshihara
County Attorney
Okaloosa County, Florida

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From: DeRita Mason
Sent: Tuesday, April 5, 2022 7:35 AM
To: Lynn Hoshihara
Cc: Kerry Parsons; Kristina LoFria
Subject: FW: Coordination--Bremfour

Good morning,
Please review and approve the attached.

Thank you,

DeRita Mason



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