# CONTRACT, LEASE, AGREEMENT CONTROL FORM

| Date:  | JULY 15, 2013                 |  |  |
|--|-------------------------------|--|--|
| Contract/Lease Control #: <u>C13-2053-IS</u> |                               |  |  |
| Bid #:                                       | <u>NA</u>                     |  |  |
| Contract/Lease Type:                         | AGREEMENT                     |  |  |
| Award To/Lessee:                             | KRA HOLDINGS OF FLORIDA, LLC. |  |  |
| Owner/Lessor:                                | OKALOOSA COUNTY               |  |  |
| Effective Date:                              | 07/02/2013 (BCC APPROVED)     |  |  |
| Term:  | INDEFINITE                    |  |  |
| Description of<br>Contract/Lease:            | REVOCABLE LICENSE AGREEMENT   |  |  |
| Department:                                  | <u>IS</u>                     |  |  |
| Department Monitor:                          | DON VANDERHOEK                |  |  |
| Monitor's Telephone #:                       | 850-651-7570                  |  |  |
| Monitor's FAX # or E-mail:                   | DVANDERHOEK@CO.OKALOOSA.FL.US |  |  |
| Date Closed:                                 |                               |  |  |
|  |                               |  |  |

cc: Finance Department Contracts & Grants Office

DFISHER

## CERTIFICATE OF LIABILITY INSURANCE

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

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
Mathis, Tibbets & Massey, Inc
6401 Poplar Avenue
Suite 250
Memphis, TN 38119

INSURED

JUN 1 3 2018

BY: PURCH

CONTACT Deborah Fisher

PHONE
(A/C, No, Ext):

E-MAIL
(A/C, No, Ext):

E-MAIL
ADDRESS: dfisher@mtmins.com

INSURER(S) AFFORDING COVERAGE

INSURER A : Allied World Surplus Lines Ins

INSURER B : Twin City Fire Insurance Co

INSURER C :

INSURER C :

INSURER C :

INSURER F :

KRA Holdings of Florida, LLC 307 Kelly Plantation Drive Destin, FL 32541

| COVERAGES | CERTIFICATE NUMBER: |
|-----------|---------------------|
|           |                     |

REVISION NUMBER:

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

| INSR<br>LTR |   | TYPE OF INSURANCE                         | ADDL<br>INSD | SUBR                  | POLICY NUMBER       | POLICY EFF<br>(MM/DD/YYYY) | POLICY EXP<br>(MM/DD/YYYY) | LIMIT  | s  |           |
|-------------|---|---|--------------|-----------------------|---------------------|----------------------------|----------------------------|--|----|-----------|
| Α           | Х   | COMMERCIAL GENERAL LIABILITY              |              |                       |                     | (mm/SS/1111)               | TWINING THAT               | EACH OCCURRENCE                              | \$ | 1,000,000 |
|             |   | CLAIMS-MADE X OCCUR                       |              |                       | 51200046            | 03/01/2018                 | 03/01/2019                 | DAMAGE TO RENTED<br>PREMISES (Ea occurrence) | \$ | 300,000   |
|             | Х   | LIQUOR LIAB: \$1M                         |              |                       |                     |                            |                            | MED EXP (Any one person)                     | \$ | 15,000    |
|             |   |   |              |                       |                     |                            |                            | PERSONAL & ADV INJURY                        | \$ | 1,000,000 |
|             | GEN   | L'L AGGREGATE LIMIT APPLIES PER:          |              |                       |                     |                            |                            | GENERAL AGGREGATE                            | \$ | 2,000,000 |
|             |   | POLICY PRO-<br>JECT LOC                   |              |                       |                     |                            |                            | PRODUCTS - COMP/OP AGG                       | \$ | 2,000,000 |
|             |   | OTHER:                                    |              |                       |                     |                            |                            |  | \$ |           |
| Α           | AUT   | OMOBILE LIABILITY                         |              |                       |                     |                            |                            | COMBINED SINGLE LIMIT (Ea accident)          | \$ | 1,000,000 |
|             |   | ANY AUTO OWNED SCHEDULED                  |              | 51200046 03/01/2018 0 | 03/01/2019          | BODILY INJURY (Per person) | \$                         |  |    |           |
|             |   | AUTOS ONLY AUTOS                          |              |                       |                     |                            | 1                          | BODILY INJURY (Per accident)                 | \$ |           |
|             | Х   | AUTOS ONLY X NON-OWNED AUTOS ONLY         |              |                       |                     |                            |                            | PROPERTY DAMAGE<br>(Per accident)            | \$ |           |
| _           |   |   |              |                       |                     |                            |                            |  | \$ |           |
| Α           |   | UMBRELLA LIAB OCCUR                       |              |                       |                     |                            |                            | EACH OCCURRENCE                              | \$ | 5,000,000 |
|             |   | EXCESS LIAB CLAIMS-MADE                   | 4 1          |                       | 51220046            | 03/01/2018                 | 03/01/2019                 | AGGREGATE                                    | \$ |           |
|             |   | DED X RETENTION \$ 0                      |              |                       |                     |                            |                            |  | \$ | 5,000,000 |
| В           |   | KERS COMPENSATION<br>EMPLOYERS' LIABILITY |              |                       | 95.1128/G079/NB//50 |                            | PER OTH-<br>STATUTE ER     |  |    |           |
|             | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)  If yes, describe under |   |              | 03/01/2018            | 03/01/2019          | E.L. EACH ACCIDENT         | \$                         | 500,000                                      |    |           |
|             |   |   |              |                       |                     | E.L. DISEASE - EA EMPLOYEE | \$                         | 500,000                                      |    |           |
|             | DESC  | CRIPTION OF OPERATIONS below              |              |                       |                     |                            |                            | E.L. DISEASE - POLICY LIMIT                  | \$ | 500,000   |
|             |   |   |              |                       |                     |                            |                            |  |    |           |
|             |   |   |              |                       |                     |                            |                            |  |    |           |
|             |   | 577.                                      |              |                       |                     |                            |                            |  |    |           |

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

C13-2053-15

| CER | TIFI | CATI | E HO | <b>LDER</b> |
|-----|------|------|------|-------------|
|-----|------|------|------|-------------|

Okaloosa County 5479 A Old Bethel Rd 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

500

e-mailed to Don & Don 6/17

### CONTRACT & LEASE INTERNAL COORDINATION SHEET

| Contract/Lease Number: C/3-2053-15                 | Tracking Number: 643-13          |
|--|----------------------------------|
| Contractor/Lessee Name: KRA Holdings of            | Florida, LLGrant Funded: YES_NO_ |
| Purpose: Revocable License Agreement               |                                  |
| Date/Term: Invefinite                              | 1. GREATER THAN \$50,000         |
| Amount:  | 2. GREATER THAN \$25,000         |
| Department: /S                                     | 3.  \$25,000 OR LESS             |
| Dept. Monitor Name: D. Vander hock / Dan           | 5.                               |
| Document has been reviewed and includes any attach | chments or exhibits.             |
| Purchasing Rev                                     | riew                             |
|  |                                  |
| Procurement requirements are met:                  |                                  |
| ( () ) M   | Date: 6/7/13                     |
|  | Dale. Dill                       |
| Purchasing Director or designee                    |                                  |
|  | D                                |
| Risk Management                                    |                                  |
| 1 think the  | Idean to                         |
| Approved as written:                               | hroad 1                          |
| Malle Clark  | Flinit it Date: 4/7/13           |
| Risk Manager or designee La Congression            | That to                          |
| Mak Mydrieger of designed to Sovereign             | MICHALL                          |
| County Attorney                                    | Review / /                       |
|  | Vagagraph D                      |
| Approved as written;                               | taragraph 0                      |
|  | 1-112/13                         |
|  | Date: (0/1/1/                    |
| County Attorney                                    |                                  |
| -  |                                  |
| Following Okaloosa Cou                             | nty approval:                    |
| Contracts & Gr                                     | ants                             |
| Document has been received:                        |                                  |
|  | Date:                            |
| Contracts & Grants Manager                         |                                  |

#### **Jack Allen**

From:

Gary Real

Sent:

Thursday, June 20, 2013 8:32 AM

To:

Jack Allen; Dan Sambenedetto

Cc:

Don Vanderhoek; John Dowd; Richard Brannon

Subject:

**RE: Revocable License Agreement** 

I'm okay.

Gary R. Real

Risk Manager, Okaloosa County Florida

850-689-5979

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: Jack Allen

Sent: Thursday, June 20, 2013 7:45 AM

To: Dan Sambenedetto

Cc: Don Vanderhoek; Gary Real; John Dowd; Richard Brannon

Subject: FW: Revocable License Agreement

Importance: High

Thanks Mr. Dowd!

Dan.

Please proceed with getting 3 signed originals from KRA and prepare an agenda request. Let me know if you have any questions.

Thanks, Jack

From: John Dowd

Sent: Wednesday, June 19, 2013 4:21 PM

To: Jack Allen Cc: Gary Real

Subject: FW: Revocable License Agreement

Jack:

Please find attached revised License Agreement. They have added a third paragraph to Section 6 that satisfies my concerns.

Thanks,

John

From: Christopher Hart [mailto:chart@cphlaw.com]

Sent: Wednesday, June 19, 2013 3:50 PM

To: John Dowd

#### **Jack Allen**

Jack Allen

From: Sent:

Thursday, June 20, 2013 7:45 AM

To:

Dan Sambenedetto

Cc:

Don Vanderhoek; Gary Real; John Dowd; Richard Brannon

7 14 8 643-13

Subject: Attachments: FW: Revocable License Agreement

A1382748.DOC

Importance:

High

Thanks Mr. Dowd!

Dan,

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Sent: Wednesday, June 19, 2013 3:50 PM

To: John Dowd Cc: Phil Metz

Subject: FW: Revocable License Agreement

John: Here is the final with my suggested language added along with your editing. Chris

W. CHRISTOPHER HART
ATTORNEY

(850) 650-2304 MAIN
(850) 650-2305 FAX
chart@cphlaw.com

•

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John Dowd

Sent:

Wednesday, June 19, 2013 4:21 PM

To: Cc: Jack Allen Gary Real

Subject:

FW: Revocable License Agreement

Attachments:

A1382748.DOC

Follow Up Flag: Flag Status:

Follow Up Flagged

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Thanks,

John

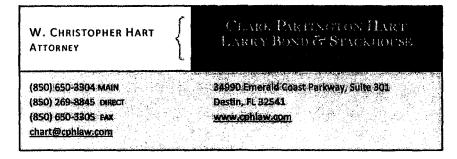
From: Christopher Hart [mailto:chart@cphlaw.com]

Sent: Wednesday, June 19, 2013 3:50 PM

To: John Dowd Cc: Phil Metz

Subject: FW: Revocable License Agreement

John: Here is the final with my suggested language added along with your editing. Chris



This e-mail message and any attachments are private communication sent by the law firm of Clark Partington Hart Larry Bond & Stackhouse, and may contain confidential, legally privileged information meant solely for the intended recipient. If you are not the intended recipient, you are hereby notified that any use, dissemination, distribution or copying of this communication is strictly prohibited. Please notify the sender immediately by replying to this message, and delete the e-mail and any attachments from your system. Thank you.

Search Results

Current Search Terms: KRA\* holdings\* of florida\* LLC\*

No records found for current search.

SAM | Systemfor Award Management 1.0

**Note to all Users:** This is a Federal Government computer system. Use of this system constitutes consent to monitoring at all times.

IBM v1.1016.20130614-1637





### **REVOCABLE LICENSE AGREEMENT**

This Revocable License Agreement (the "Agreement") is made on the <u>Alst</u> day of <u>Class</u>, 2013, between KRA Holdings of Florida, LLC, a Florida limited liability company ("KRA") and Okaloosa County, Florida ("County").

KRA and the County agree as follows:

- 1. **Revocable License.** KRA, as the owner of the Kelly Plantation Golf Club located at 307 Kelly Plantation Drive, Destin, Florida 32541 which includes the Fifth Hole Fairway identified on Exhibit A attached hereto and made a part hereof, hereby grants to the County a Revocable License for the installation, maintenance, and occupation of a Fiber Optic Installation Project (the "Project"). The Project shall include: (a) the right of the County, its employees and its subcontracting firms including, without limitation, Gator Boring and Trenching, Inc. and World Fiber Technologies, Inc., to install a single 2" HDPE conduit by directional bore at sufficient depth to avoid all existing utilities, drainage and irrigation structures (minimum depth of 36") and (b) to install Fiber Optic Communication Cable within the 2" conduit system.
  - 2. <u>Terms.</u> The Revocable License is granted upon the following terms:
- (a) The Project will connect Okaloosa County's existing underground conduit system located at Pull Box 5220 SR 293 (Danny Wuerffel Way) to a building entry located at the southeast corner of Tower 1 at One Water Place, a condominium, all as set forth on Exhibit A;
- (b) There will be no above ground or otherwise visible structures installed within the Kelly Plantation Golf Course grounds;
- (c) All entry onto Kelly Plantation Golf Course property pertaining to this Project will be properly coordinated with the Kelly Plantation Golf Course staff, at least 24 hours in advance;
  - (d) Golf Course Play shall not be interrupted by installation or maintenance; and
- (e) Any property of Kelly Plantation Golf Club damaged or destroyed as a result of the Project by Okaloosa County, its employees or its subcontracting firms will be promptly repaired or replaced by Okaloosa County at the County's expense.
- 3. <u>Termination.</u> KRA reserves the right to revoke and terminate this Agreement upon sale of the Kelly Plantation Golf Club or should the County fail to comply with or abide by each and all of the provisions hereof. Waiver by KRA of any breach of any term or provision hereof shall not be deemed a waiver of any subsequent breach of the same or any other term or provision hereof. In the event of termination, the County shall cease all use of the Fiber Optic Communications Cable within sixty (60) days of receipt of notice of termination from KRA.

CONTRACT # C13-2053-IS KRA HOLDINGS OF FLORIDA, LLC. REVOCABLE LICENSE AGREEMENT EXPIRES: INDEFINITE

- 4. <u>No Claim of Interest or Estate.</u> County agrees that it does not and shall not claim at any time any interest or estate of any kind or extent whatsoever in the premises, by virtue of this Agreement or the use of the premises.
- 5. **No Assignment.** County's privileges hereunder shall not be assignable by County in whole or in part.
- 6. <u>Indemnity.</u> County shall exercise its privileges hereunder at its own risk, and, irrespective of any negligence of KRA, County shall indemnify KRA against all liability for damages, costs, lawsuits and expenses resulting from, arising out of, or in any way connected with, the occupation or use of the premises by County, the County's employees, or the County's subcontractors, or the failure on the part of the County to perform fully all and singular County's promises herein.

County shall indemnify KRA for any liability for injuries to persons or property made against KRA with respect to the use of the premises by County, its employees, or its subcontractors. County shall maintain policies of insurance in such amounts as normally carried by the County against insurable hazards which may incur as a result of County's use of the premises. County shall require its contractors and subcontractors working on the Project to maintain insurance in such amounts as normally required by the County for a project of this type.

However, nothing contained herein shall contractually, or otherwise constitute a waiver by the County of sovereign immunity or the provisions of Section 768.28, Florida Statutes, as amended from time to time, or any other law providing limitations on claims.

- 7. <u>Accidental or Negligent Damage to Fiber Optic Communications Cable.</u> KRA shall not be liable to County if for any reason whatsoever the Fiber Optic Communications Cable is damages, hindered, interrupted or disturbed regardless of any negligence of KRA or its customers or contractors.
- 8. <u>Notice.</u> Any notices under this Agreement shall be sent to the following addresses:

KRA:

KRA Holdings of Florida, LLC Atten: Mary C. Anderson Manager 4750 Cromwell Avenue Memphis, TN 38118

With a copy to:

Michael L. Woodham 235 Mattie's Way Destin, FL 32541 **COUNTY:** 

Okaloosa County

Atten: Dan Sambenedetto Telecom/GIS Manager Okaloosa County, FL micro@co.okaloosa.fl.us

With a copy to:

Phillip D. Metz, Medical Division Chief Destin Fire Control District 848 Airport Road Destin, FL 32541

- 9. **No Reliance Created by Expenditures:** County stipulates and agrees that any expenditure of money made in reliance upon this Agreement was done at County's risk and with the full and complete understanding that this Agreement was and remains revocable by KRA in accordance with the terms hereof.
- 10. <u>Attorney's Fees.</u> In any litigation arising out of this Agreement the prevailing party shall be entitled to recover costs and reasonable attorney's fees.

IN WITNESS WHEREOF, KRA and the County have entered into this Agreement effective the day and year first above set forth.

(signature pages to follow)

| Witnesses:   | LICENSOR:   |
|--|---|
| Print Name: Jodi E. Saveley  | KRA Holdings of Florida, LLC a Florida limited liability Company  |
| Print Name: Jon DOVVIENTY  | By: Mary C. Anderson  Print: Mary C. Anderson  Its: Manager   |
| STATE OF TENNESSEE COUNTY OF   |   |
| 2013, by Mary C. Anderson, as Manager for liability company, who () is person  | owledged before me this 2/5t day of June, or KRA Holdings of Florida, LLC, a Florida limited nally known to me or ( ) who has produced les that she is authorized to bind this LLC. |
| (Notary seal)  OF STATE OF STA | Notary Public in and for State of Florida Tennessee  Printed name:  |

| Witnesses:   | LICENSEE:   |  |  |  |
|--|---|--|--|--|
| Print Name:  | OKALOOSA COUNTY, FLORIDA  By: Chairman,  Board of County Commissioners                              |  |  |  |
| ATTEST:  By: Jan J. Market Clerk, Board of County Commissioner  STATE OF FLORIDA   | TS CIRCY II   |  |  |  |
| COUNTY OF OKALOOSA  The foregoing instrument was executed the second sec | ated before me as of the  |  |  |  |
| 2013, by, as Chairman of the Board of County Commissioners of Okaloosa County, Florida and, as Clerk of the Court and ex officio clerk of the Board of County Commissioners of Okaloosa County, Florida. Such persons are personally known to me or have produced as identification.   |   |  |  |  |
| (Notary seal)  MARY L. CARSON Commission # EE 119882 Expires December 6, 2015 Bonded Thru Troy Fain Insurance 800-385-7019   | Notary Public in and for State of Florida Printed name:  My Commission expires:  My Commission No.: |  |  |  |

