

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 05/24/2019

Contract/Lease Control #: L07-0296-AP

Procurement#: NA

Contract/Lease Type: LEASE

Award To/Lessee: WADE & RAE, LLC

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 05/21/2019

Expiration Date: 01/14/2022

Description of Contract/Lease: BLOCK 8 LOT 1

Department: AP

Department Monitor: STAGE

Monitor's Telephone #: 850-651-7160

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

Closed:

Cc: Finance Department Contracts & Grants Office

USAIG Certificate of Insurance

This is to certify to:
whose address is:

Okaloosa County
5479A Old Bethel Road
Crestview, Florida 32536

CONTRACT#: L07-0296-AP
WADE AND RAE, LLOC
BLOCK 8 LOT 1
EXPIRES: 01/14/2022

that:
whose address is:

Gulf Air South, LLC
108 Little Creek Road
Ridgeland, Mississippi 39157-8609

is at this date Insured with one or more of the several participating companies of the United States Aircraft Insurance Group, for the Limits of Coverage stated below, at the following locations: the United States and its territories and possessions, Canada, Mexico, the Bahamas, the islands of the West Indies and Central America, or while enroute between these places.

Descriptive Schedule of Coverages

2014 Beechcraft Corp G58 Baron, N584DW

Kind of Insurance	Policy Number	Policy Term	Limits of Coverage	
AIRCRAFT LIABILITY Combined Liability Coverage for bodily injury and property damage	360AC-796022	July 8, 2020 - July 8, 2021	Each Person	Each Occurrence
Medical Coverage			\$ 5,000	\$ 1,000,000
AIRCRAFT PHYSICAL DAMAGE - ALL RISKS	360AC-796022	July 8, 2020 - July 8, 2021	Not In-Motion Deductible \$ Nil	In-Motion Deductible \$ Nil
				Amount of Insurance \$ Per policy
AIRPORT PREMISES LIABILITY Combined Liability Coverage for bodily injury and property damage	360AC-796022	July 8, 2020 - July 8, 2020	Each Aircraft	Each Occurrence
				\$ Included above

The "Who's covered" section of the policy, under "Your Liability Coverage," shall include **Okaloosa County**, but only for claims of bodily injury, mental anguish or property damage and specifically excluding claims for personal injury that result from "Policyholder's" ownership, maintenance or use of airport premises.

We won't cover **Okaloosa County** for claims arising out of their liability as a manufacturer, seller, handler, distributor or service facility of any product or service sold, handled, distributed or provided.

If we or the Aviation Managers cancel the policy for any reason other than nonpayment of premium, we agree to give thirty (30) days notice before the cancellation date, to the following person(s) or organization(s):

Okaloosa County
5479A Old Bethel Road
Crestview, Florida 32536

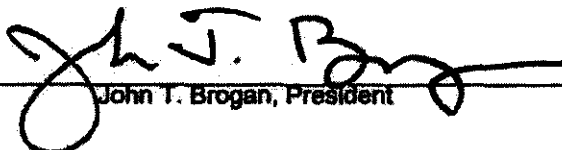
However, the "Cancellation" provisions stated above shall not be less than the required statutory limits.

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 regardless of any terms or conditions set forth in any other contract, document or agreement.

UNITED STATES AVIATION UNDERWRITERS, INC., Aviation Managers

Address: 301 N. Main Street, Suite 1450, Wichita, Kansas 67202

By


John T. Brogan, President

date: September 3, 2020

**USAIG All-Clear
Additional Insured(s)/Products Exclusion/Notice of Cancellation**

The "Who's covered" section of your policy, under "Your Liability Coverage," shall include **Okaloosa County**, but only for claims of bodily injury, mental anguish or property damage and specifically excluding claims for personal injury that result from your ownership, maintenance or use of airport premises.

We won't cover **Okaloosa County** for claims arising out of their liability as a manufacturer, seller, handler, distributor or service facility of any product or service sold, handled, distributed or provided.

If we or the Aviation Managers cancel your policy for any reason other than nonpayment of premium, we agree to give thirty (30) days notice before the cancellation date, to the following person(s) or organization(s):

**Okaloosa County
5479A Old Bethel Road
Crestview, Florida 32536**

However, the "Cancellation" provisions stated above shall not be less than the required statutory limits.

Additional premium for this endorsement is \$Included.

This endorsement does not change any of your coverage except as stated above. It is effective on the date and hour shown below, local Standard Time at the "Policyholder's" address.

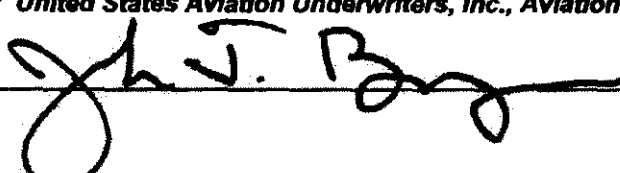
Policy Issued to: **Gulf Air South, LLC**

17	360AC-796022	September 3, 2020 at 12:01 A.M.
Endorsement No.	Policy No.	Date and hour endorsement takes effect

Approved: **United States Aviation Underwriters, Inc., Aviation Managers**

By _____

368-0817



(360)

USAIG Certificate of Insurance

This is to certify to: **Okaloosa County**
 whose address is: 5479A Old Bethel Road
 Crestview, Florida 32536

that: **Gulf Air South, LLC**
 whose address is: 108 Little Creek Road
 Ridgeland, Mississippi 39157-8609

is at this date insured with one or more of the several participating companies of the United States Aircraft Insurance Group, for the Limits of Coverage stated below, at the following locations: the United States and its territories and possessions, Canada, Mexico, the Bahamas, the islands of the West Indies and Central America, or while enroute between these places.

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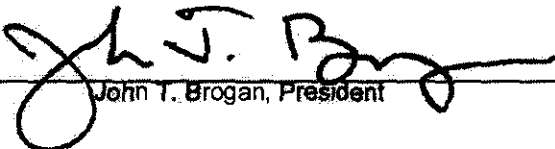
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5479A Old Bethel Road
Crestview, Florida 32536

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UNITED STATES AVIATION UNDERWRITERS, INC., Aviation Managers

Address: 301 N. Main Street, Suite 1450, Wichita, Kansas 67202

By  _____
 John T. Brogan, President

date: September 3, 2020

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 09/19/2019

Contract/Lease Control #: L07-0296-AP

Procurement#: NA

Contract/Lease Type: LEASE

Award To/Lessee: GULF AIR SOUTH, LLC

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 09/17/2019

Expiration Date: 01/14/2022

Description of
Contract/Lease: BLOCK 8 LOT 1

Department: AP

Department Monitor: STAGE

Monitor's Telephone #: 850-651-7164

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

Closed:

Cc: Finance Department Contracts & Grants Office

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

Procurement/Contract/Lease Number: LO7-0296-AP Tracking Number: 3453-19
Procurement/Contractor/Lessee Name: Wade - Roe Grant Funded: YES ___ NO X
Purpose: Assignment of lease
Date/Term: 1-14-22 1. GREATER THAN \$100,000
Amount: _____ 2. GREATER THAN \$50,000
Department: Imports 3. \$50,000 OR LESS
Dept. Monitor Name: Stax

Purchasing Review

Procurement or Contract/Lease requirements are met:
DeRita Mason Date: 7-23-19
Purchasing Manager or designee Jeff Hyde, DeRita Mason, Victoria Taravella

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: 8-7-19
_____ Date: _____
Risk Manager or designee Laura Porter or Krystal King

County Attorney Review

Approved as written: see email attached Date: 7-25-19
_____ Date: _____
County Attorney Gregory T. Stewart, Lynn Hoshihara, Kerry Parsons or Designee

Following Okaloosa County approval:

Clerk Finance

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

DeRita Mason

From: Parsons, Kerry <KParsons@ngn-tally.com>
Sent: Thursday, July 25, 2019 12:56 PM
To: DeRita Mason
Cc: Lynn Hoshihara; Karen Donaldson
Subject: RE: AOL Wade & Rae to Gulf Air South for Coordination

DeRita:

This is approved for legal purposes.

Kerry A. Parsons, Esq.



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

The information contained in this e-mail message is intended for the personal and confidential use of the recipient(s) named above. This message and its attachments may be an attorney-client communication and, as such, is privileged and confidential. If the reader of this message is not the intended recipient or an agent responsible for delivering it to the intended recipient, you are hereby notified that you have received this document in error and that any review, dissemination, distribution, or copying of this message is strictly prohibited. If you have received this communication in error, please notify us immediately by telephone or e-mail and delete the original message. Thank you!

From: DeRita Mason <dmason@myokaloosa.com>
Sent: Tuesday, July 23, 2019 11:37 AM
To: Parsons, Kerry <KParsons@ngn-tally.com>
Cc: Lynn Hoshihara <lhoshihara@myokaloosa.com>; Karen Donaldson <kdonaldson@myokaloosa.com>
Subject: FW: AOL Wade & Rae to Gulf Air South for Coordination

Please review and approve.

Thank you,

DeRita

From: Dave Miner
Sent: Tuesday, July 23, 2019 8:10 AM
To: DeRita Mason <dmason@myokaloosa.com>
Cc: Allyson Oury <aoury@myokaloosa.com>
Subject: AOL Wade & Rae to Gulf Air South for Coordination

DeRita:

Please start the coordination for the assignment of lease from Wade & Rae, Ms. Cheryl Bradford, to Gulf Air South, Mr. Charles Wilson (L07-0296-AP).

Thank you.

DeRita Mason

From: Karen Donaldson
Sent: Wednesday, August 07, 2019 8:22 AM
To: DeRita Mason
Subject: RE: AOL Wade & Rae to Gulf Air South for Coordination

DeRita

This is approved by Risk Management for insurance purposes.

Thank you

Karen Donaldson

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



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

From: DeRita Mason <dmason@myokaloosa.com>
Sent: Tuesday, July 23, 2019 10:37 AM
To: Parsons, Kerry <KParsons@ngn-tally.com>
Cc: Lynn Hoshihara <lhoshihara@myokaloosa.com>; Karen Donaldson <kdonaldson@myokaloosa.com>
Subject: FW: AOL Wade & Rae to Gulf Air South for Coordination

Please review and approve.

Thank you,

DeRita

From: Dave Miner
Sent: Tuesday, July 23, 2019 8:10 AM
To: DeRita Mason <dmason@myokaloosa.com>
Cc: Allyson Oury <aoury@myokaloosa.com>
Subject: AOL Wade & Rae to Gulf Air South for Coordination

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:

Gulf Air South LLC
Leigh Anne Mullins
4200 Lakeland Dr
FLOWOOD, MS 39232

POLICY NUMBER: NAB6025568
POLICY PERIOD: From July 9, 2019 To July 9, 2020
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.

Airport Premises Liability - With respect to Coverages A, B, C and D we will also pay those sums that you become legally obligated to pay as damages because of Bodily Injury or Property Damage caused by an Occurrence during the Policy Period arising from the use of Airport Premises including hangars and Mobile Equipment which you use in connection with an Aircraft insured hereunder. This extension of coverage is subject to the Limits of Liability shown in Item 4 of the Declarations and does not increase the maximum amount we will pay.

Subject to Date Change Recognition Endorsement.

Data included in this Certificate valid as of July 10, 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. Brown & Associates Insurance Services

Date of Issue: July 10, 2019
Certificate No.: 2

SCHEDULE OF AIRCRAFT

DESCRIPTION OF AIRCRAFT				
No.	FAA Cert #	Serial #	Year/Make/Model	Insured Value
1	N584DW	TBA	2014 Beechcraft G58 Baron	\$950,000

PHYSICAL DAMAGE COVERAGE			
No.	Deductibles		Physical Damage Coverage
	Not In Motion	In Motion	
1	\$500	\$1,000	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

Hangar Assignment of Lease Agreement L07-0296-AP
Wade & Rae, LLC to Gulf Air South, LLC
At The Destin – Fort Walton Beach Airport (DTS)

This hangar assignment of lease agreement is executed and entered into this 17th day of September, 2019, by and between, Okaloosa County, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as “Lessor”, whose principal address is 1250 N. Eglin Parkway, Suite 1000, Shalimar, FL 32579, Florida, and Gulf Air South, LLC, hereinafter referred to as “Lessee”.

The Lessor and Lessee, for the consideration herein set forth, agree as follows:

SECTION ONE
Leased Property

1.1 Lessor entered into an original hangar lease agreement on January 15, 2002, Amendment Number One on November 10, 2014, Assignment of Lease and Amendment Two on June 23, 2016, Amendment Number Three on February 8, 2017, Assignment of Lease and Amendment Number Four on April 2, 2019 and Assignment of Lease and Amendment Number Five on May 21, 2019.

1.2 Lessor does hereby lease certain real property at the Destin – Fort Walton Beach Airport (the “Airport”), Block 8 Lot 1, as indicated in the attached and incorporated Exhibit A, to Lessee for the following purposes:

- a. Hangar Space, to occupy and maintain one (1) hangar storage of an individually-owned/corporate-owned airplane at the Leased Premises;
- b. Additional airplanes may be stored in the hangar with proper notice to Lessor provided that proof of required insurance coverage, certificate of insurance, is provided to Lessor. Lessee will be responsible for the additional aircraft on County property to include all contents in the hangar.
- c. No other use is authorized for any portion of the Leased Premises.
- d. The Certificate of Insurance will be provided to and approved by Lessor prior to any additional aircraft being housed in the hangar.

SECTION TWO
Lease Term

2.1 The term of the Lease shall begin on the date of the formal execution of the Lease by Lessor with an expiration date of January 14, 2022. This Lease may be renewed for one (1) additional Twenty (20) year term upon mutual written consent executed by both parties to this Lease. For any renewal, Lessee shall provide Lessor with a written lease renewal request no earlier than One Hundred Eighty (180) days and no later than One Hundred Twenty (120) days prior to the expiration of the Lease term then in effect. The Lease rate and terms will be as stated in section 3.1 and 3.2.

SECTION THREE

Rent

3.1 A basic ground lease rent of (\$1.5526) per square foot per year is established for the area occupied by the hangar building, as depicted on Exhibit A. The Lessee shall pay to Lessor at the office of the Airports Director payable to Okaloosa County, Okaloosa County Airports, 1701 State Road 85 North, Suite 1, Eglin AFB, FL 32542-1498, or at such other place as may be designated by Lessor. The ground lease rent for the entire year shall be due and payable in advance of the first day of the Lease period of each year. The Lease includes One Thousand Two Hundred Fifty (1,250) square feet at (\$1.5526) per square foot per year for a total annual cost of One Thousand Nine Hundred Forty Dollars and Seventy Five Cents (\$1,940.75), plus tax.

3.2 The hangar lease rent was established in the original lease stating Lessee shall pay the Lessor a one-time amount of \$22,800.00 dollars which represents 50 percent of the estimated construction cost per unit. In return for said payment, the Lessor shall abate its hangar lease rent for the first ten years of the lease. Thereafter, the hangar lease rent will be Two Hundred Sixty Four Dollars and Thirty Six Cents (\$264.36) per month commencing on the first day of the first month of the 11th year subsequent to the execution of the original lease, and a like sum on the first day of each month for the remaining 10 years of the lease. For the renewal of an additional twenty years, the hangar lease rent will be based on an independent appraisal of the property to be procured by the County. Rate will be subject to adjustment based on subsequent appraisals at the discretion of the County, but not more than once in each five year period.

3.3 If Lessee fails to pay the rent within thirty (30) days of billing, Lessee shall then pay interest to the Lessor at the maximum legal allowable rate authorized by the State of Florida. If any rental fee or other charge remains delinquent for a period of ten (10) days after written notice has been given, Lessor shall have the option of terminating this Agreement as set forth in Section twenty-eight (28) below.

3.4 In addition, 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.

SECTION FOUR

Escalation

4.1 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).

**SECTION FIVE
Aircraft Ownership**

5.1 Lessee shall provide written confirmation to Lessor 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 (1) year to replace said airplane; otherwise this Lease shall be voided at the Lessor'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.

**SECTION SIX
Utilities**

6.1 The Lessee agrees to pay all charges for utility services and costs of installations, including water, heat, light, power, sewage and garbage.

**SECTION SEVEN
Improvements to Lessor**

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

**SECTION EIGHT
Building, Alterations and Permits**

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

**SECTION NINE
Care of Leased Premises**

9.1 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 the hangar 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 Lessor's premises.

SECTION TEN
Maintenance in Leased Premises

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

SECTION ELEVEN
Liens

11.1 Nothing in this Lease shall be deemed or construed in any way as constituting the consent or request of Lessor, expressed or implied, by inference or otherwise, to any contractor, subcontractor, laborer, or materialman for the performance of any labor or the furnishing of any materials for any specific improvement, alteration to, or repair of the Leases Premises or any part thereof, nor as giving Lessee any right, power, or authority to contract for or permit the rendering of any services or the furnishing of any materials that would give rise to the filing of any lien against the Leased Premises, including buildings.

SECTION TWELVE
Unlawful or Dangerous Activity

12.1 Lessee shall neither use nor occupy the Leased Premises or any part thereof for any unlawful or hazardous business purpose nor operate or conduct its business in a manner constituting a nuisance of any kind. Lessee shall immediately, on discovery of any unlawful or hazardous use, take action to halt such activity, and shall further immediately notify the Airports Director.

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

SECTION THIRTEEN
Insurance

13.1 Liability:

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

13.2 Property:

The Lessor shall at all times maintain property insurance on the leased premises for the full replacement value of the structure. The annual cost shall be apportioned among the lessees. The damage, destruction, or partial destruction of the building shall not release Lessee from any

13.3 All aircraft and general liability coverage shall be endorsed to include Okaloosa County as Additional Insured. In addition, all insurance policies shall contain a clause to provide thirty (30) days prior written notice to Okaloosa County for any changes, cancellations or non-renewal of the policy, with the exception of ten (10) day notice for cancellation due to non-payment of premium. Prior to occupying the Leased Premises and annually upon renewal, Lessee shall furnish County a Certificate of Insurance evidencing all required insurance. The Certificate(s) of Insurance shall be delivered to Okaloosa County, 5479 A Old Bethel Road, Crestview, FL 32536 and a copy to Okaloosa County Airports. On request, Lessee shall deliver an exact copy of the policy or policies including all endorsements.

13.4 Lessee agrees to comply with the insurance requirements as set forth in Exhibit "C" attached hereto and incorporated herein.

SECTION FOURTEEN
Hold Harmless

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

SECTION FIFTEEN
Indemnification

15.1 Lessee agrees to indemnify Lessor against all expenses, liabilities, and claims of every kind, including reasonable counsel fees, by or on behalf of any person or entity arising out of either:

- a. A failure by Lessee to perform any of the terms and conditions of this Lease.
- b. Any injury or damage happening on or about the Lessor's property resulting from the Lessee's occupancy, operations, or use of the Leased Premises.
- c. Failure to comply with any law of any governmental authority having jurisdiction,
- d. Any mechanics' lien or security interest filed against the Lessor's property or any equipment installed or caused to be install by Lessee at the Leased Premises, or any materials used or caused to be used by Lessee on or at the Leased Premises, or any work done or caused to be done by Lessee at the Leased Premises for any purpose.

SECTION SIXTEEN
Easements, Agreements, or Encumbrances

16.1 The parties shall be bound by all existing easements, agreements and encumbrances of record relating to the Leased Premises and Lessor shall not be liable to Lessee for any damages resulting from any action taken by the holder of the interest pursuant to the rights of that holder thereunder.

SECTION SEVENTEEN
Liability; Risk of Loss

17.1 Lessee shall be in exclusive control and possession of the Leased Premises and Lessor shall not be liable for any injury or damages to any property or to any person on or about the Leased Premises or any property of Lessee. Lessor has the right to inspect the Leased Premises at any time upon reasonable notice. The provisions herein permitting Lessor to enter and inspect the Leased Premises are made to ensure that Lessee is in compliance with the terms and conditions hereof and make repairs that Lessee has failed to make or are necessary as a consequence of a repair that was necessary that was outside the responsibility of Lessee. Lessor shall not be liable to Lessee for any entry on the premises for inspection or necessary repair purposes.

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

17.3 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.

SECTION EIGHTEEN
Representations by Lessor

18.1 At the commencement of the term Lessee shall accept the Leased Premises and the fixtures and equipment included therein in their existing condition and state of repair, and Lessee agrees that no representations, statements, or warranties, expressed or implied, have been made by or on behalf of Lessor in respect therein except as contained in the provisions of this Lease, and Lessor shall in no event be liable for any latent defects within the Leased Premises.

SECTION NINETEEN
Rights of Lessor

19.1 It is understood and agreed that Lessor may, in connection with future development of the Airport, require the space hereinabove for permanent buildings and/or other development. In such case, Lessor shall give written notice to Lessee. After thirty (30) days from said written notice,

Lessor shall have the right at Lessor's expense, to remove said hangar and erect it at a different location at the Airport as designated in writing by Lessor, provided that the new location is reasonably, feasible, and accessible to the taxiways and runways.

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

19.3 Lessee expressly agrees for itself, its successors, and assigns to prevent any use of the Leased Premises, which would interfere with or adversely affect the operation or maintenance of the Airport, or otherwise constitute an airport hazard.

19.4 Lessee expressly agrees for itself, its successors, and assigns, to restrict the height of structures, objects, of natural growth, and other obstructions on the Leased Premises to such height so as to comply with the Federal Aviation Regulations, Part 77.

SECTION TWENTY

Waivers

20.1 The failure of Lessor to insist on a strict performance of any of the terms and conditions hereof shall not be deemed a waiver of the rights or remedies the Lessor may have to enforce performance of the terms and conditions of this Lease at any time.

SECTION TWENTY-ONE

Notice

21.1 All notices to be given with respect to this Lease shall be in writing. Each notice shall be sent certified mail, postage prepaid and with return receipt requested, to the party to be notified at the address set forth below or at such other address as either party may from time to time designate in writing.

As to Lessor:

Airports Director
Okaloosa County Airports
1701 State Road 85 North, Suite 1
Eglin AFB, FL 32542-1498

As to Lessee:

Gulf Air South, LLC
Charles Douglas Wilson
522 Norriego Drive
Destin, FL 32541

SECTION TWENTY-TWO
Assignment or Sublease

22.1 All subsequent transfers and assignments of any interest, including mortgages thereon, require written approval in advance by the Lessor and payment of 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 Four. 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's approval fee shall be refunded.

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

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

SECTION TWENTY-THREE
Rights of Entry Reserved

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

SECTION TWENTY-FOUR
Termination of the Lease

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

SECTION TWENTY-FIVE
Compliance with Governmental Procedures

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

SECTION TWENTY-SIX
Surrender of Possession

26.1 Lessee shall quietly and peaceably vacate the Leased Premises and surrender possession to Lessor on or before the last day of the Lease, or on an earlier termination and forfeiture of the Lease, free of subtenancies, in good condition and repair. Lessee shall remove all property of every description in the Leased Premises that is not the property of Lessor on or before 12:00 a.m. (midnight) on the last day of the Lease.

SECTION TWENTY-SEVEN
Default or Breach

27.1 Each of the following events shall constitute a default or breach of this Lease by Lessee:

- a. If Lessee or any successor or assignee of Lessee while in possession shall file a petition in bankruptcy or insolvency or for reorganization under any bankruptcy act, or shall voluntarily take advantage of any such act by answer or otherwise or shall make an assignment for the benefit of creditors.
- b. If voluntary proceedings under any bankruptcy law or insolvency act shall be instituted against Lessee or if a receiver or trustee shall be appointed of all or substantially all of the property of Lessee, and such proceedings shall not be dismissed or the receivership or trusteeship vacated within Sixty (60) days after the institution or appointment.
- c. If Lessee shall fail to pay Lessor any rent, or additional rent required hereunder when such becomes due and shall not make the payment within ten (10) days after notice thereof by Lessor to Lessee.
- d. If Lessee shall fail to perform or comply with any of the conditions of this Lease and if the nonperformance shall continue for a period of Fifteen (15) days after notice thereof by Lessor to Lessee or, if the performance cannot be reasonably had within the fifteen (15) day period, Lessee shall not in good faith have commences performance within the Fifteen (15) day period and shall not diligently proceed to completion of performance. Whether lessee diligently proceeded shall be determined at the sole discretion of the Lessor.
- e. If the Lessee fails to maintain in full force and affect the insurance coverage required pursuant to Section Fifteen (15) or fails to name Lessor as an additional insured on such insurance policies.
- f. If Lessee shall vacate or abandon the Leased Premises.
- g. If the Lease or the estate of Lessee hereunder shall be transferred to or shall pass to or devolve on any other person or party, except in the manner herein permitted.

- h. If the Lessee fails to take possession of the Leased Premises on the term commencement date or within ten days after notice that the Leased Premises are available for occupancy, if the term commencement date is not fixed herein or shall be deferred as herein provided.

SECTION TWENTY-EIGHT
Effect of Default

28.1 In the event of any default hereunder, as set forth in Section Twenty-seven (27) the rights or Lessor shall be as follows:

- a. Lessor shall have the right to cancel and terminate this Lease, as well as all of the rights, title, and interest of Lessee hereunder, by giving to Lessee not less than Fifteen (15) days' notice of the cancellation and termination. On expiration of the time fixed in the notice, this Lease and the right, title, and interest of Lessee hereunder shall terminate in the same manner and with the same force and effect, except as to Lessee's liability, as if the date fixed in the notice of cancellation and termination were the end of the term herein originally determined.
- b. Lessor may elect, but shall not be obligated, to make any payment required of Lessee herein or comply with any agreement, term, or condition required hereby to be performed by Lessee, and Lessor shall have the right to enter the demised premises for the purpose of correcting or remedying any such default to remain until the default has been corrected and remedied, but any expenditure for the correction by Lessor shall not be deemed to waive or release the default of Lessee or the right of Lessor to take any action as may be otherwise permissible hereunder in the case of any default.
- c. Lessor may re-enter the premises immediately and remove the property of Lessee, and store and dispose of the property in accordance with chapter 705, Florida Statutes.
- d. Lessor shall have any other remedy available by law.

SECTION TWENTY-NINE
Entire Lease; Applicable to Successors

29.1 This Lease contains the entire agreement between the parties and cannot be changed except by written instruments subsequently executed by the parties hereto. This Lease and the terms and conditions hereof apply to and are binding on the heirs, legal representatives, successors, and assigns of both parties.

SECTION THIRTY
Applicable Law and Venue

30.1 This Lease shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any legal actions relating to this Lease shall be brought in the courts in and for Okaloosa County, Florida.

SECTION THIRTY-ONE
Construction and Application of Terms

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

SECTION THIRTY-TWO
Federal Requirements

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

SECTION THIRTY-THREE
Public Records

33.1 Lessee agrees to comply with public records law of Florida.

33.2 **Public Records**

IF THE LICENSEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE LICENSEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT OKALOOSA COUNTY RISK MANAGEMENT DEPARTMENT 5479 OLD BETHEL ROAD CRESTVIEW, FL 32536 PHONE: (850) 689-5977 riskinfo@co.okaloosa.fl.us.

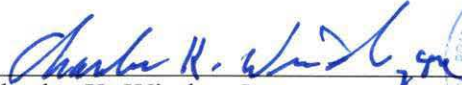
Lessee must comply with the public records laws, Florida Statute chapter 119, specifically Lessee must:

- a. Keep and maintain public records required by the County to perform the service.
- b. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119 Florida Statutes or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the lease term and following completion of the lease if the Lessee does not transfer the records to the County.
- d. Upon completion of the lease, transfer, at no cost, to the County all public records in possession of the Lessee or keep and maintain public records required by the County to perform the service. If the Lessee transfers all public records to the public agency upon

completion of the lease, the Lessee shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Lessee keeps and maintains public records upon completion of the contract, the Lessee shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to the public agency, upon the request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

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

OKALOOSA COUNTY, FLORIDA



Charles K. Windes, Jr.
Chairman, Board of County Commissioners
Date: SEP 17 2019



ATTEST:



J. D. Peacock II
Clerk of Circuit Court



Lessee

Cheryl W. Bradford
Wade & Rae, LLC
Cheryl W. Bradford
Date: 8-12-19

[Signature]
WITNESS

[Signature]
WITNESS

ACKNOWLEDGEMENTS

STATE OF Oklahoma
COUNTY OF Tulsa

Before me, the undersigned officer duly authorized to take acknowledgements in the COUNTY and STATE aforesaid, personally appeared CHERYL W. BRADFORD 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 12th day of August, 2019.



Katelyn Roode
NOTARY

My Commission Expires: 03-13-2023

Assignee

Charles Douglas Wilson
Gulf Air South, LLC
Charles Douglas Wilson
Date: 8/21/2019

Martha Finn
WITNESS

Mike Lewis
WITNESS

ACKNOWLEDGEMENTS

STATE OF Florida
COUNTY OF Okaloosa

Before me, the undersigned officer duly authorized to take acknowledgements in the COUNTY and STATE aforesaid, personally appeared CHARLES DOUGLAS WILSON 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.

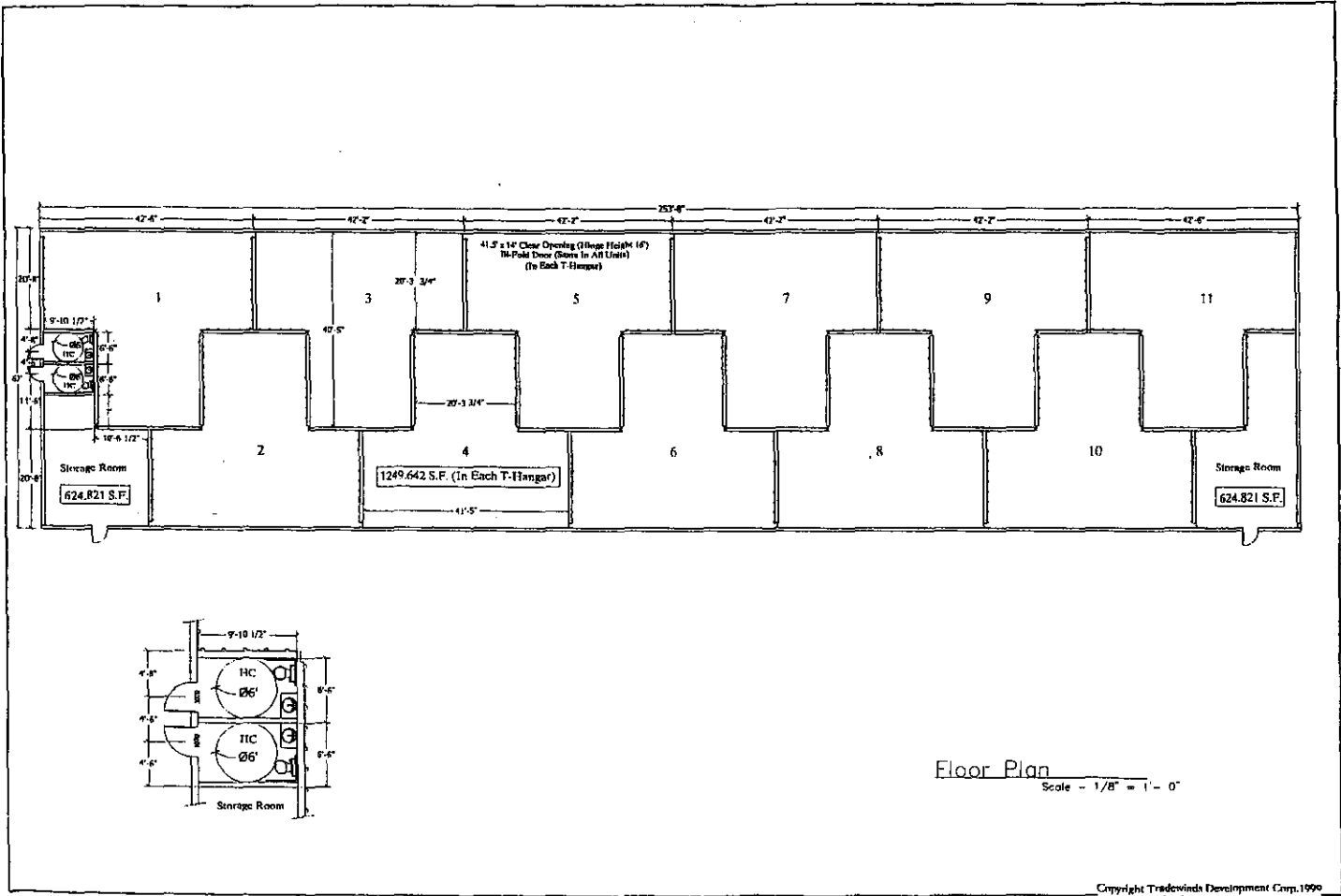
Sworn and subscribed before me this 21 day of August, 2019.



Mitzi Homan
NOTARY

My Commission Expires: 7/28/2020

Exhibit A Leased Premises Legal Description and Map



Block 8

Exhibit "B"
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 or 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 "C"

GENERAL SERVICES INSURANCE REQUIREMENTS FOR HANGAR LEASES

REVISED: 03/26/2019

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 and having a minimum rating of A, Class X according to the Best Key Rating Guide published by A.M. Beat & Co. Inc.
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. Okaloosa County Board of County Commissioners shall be listed as an Additional Insured by policy endorsement on all policies applicable to this agreement except Worker's Compensation. A waiver of subrogation is required on all policies.
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 Lessee.
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.
4. A Waiver of Subrogation is required to be shown on the Certificate of Insurance.
5. If contractor is exempt, proof of the exemption from the State is required. Any subcontractors used must show proof of Workers Compensation with the waiver of subrogation in favor of Okaloosa County. Note: Okaloosa County reserves the right to require Workers Compensation coverage on all contracts

GENERAL LIABILITY INSURANCE

1. The Lessee shall carry Aircraft Liability and General Liability insurance against all claims for Bodily Injury and Property Damage 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. Excess liability insurance must state which policy it applies to.

PROPERTY INSURANCE

The damage, destruction, or partial destruction of any permanent building or other improvement which is part of the Leased Premises shall not release Lessee from any obligations hereunder nor shall it cause a rebate or an abatement in rent then due or thereafter becoming due under the terms hereof. In case of damage to or destruction of any such building or

improvement, Lessee shall at its own expense, promptly repair and restore the property to a condition as good or better than that existed prior to the damage or destruction.

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

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

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

INSURANCE LIMITS OF LIABILITY

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

	<u>LIMIT</u>
1. Workers' Compensation	
1.) State	Statutory
2.) Employer's Liability	\$100,000 each accident
2. General Liability	\$1,000,000 each occurrence (A combined single limit)
3. Aircraft Liability	\$1,000,000 each occurrence (A combined single limit)
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 Lessee'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 Lessee becomes aware of the incident or claim followed by a written detailed report within ten (10) days of verbal notification.

INDEMNIFICATION & HOLD HARMLESS

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 Board of County Commissioners
5479A Old Bethel Road
Crestview, Florida, 32536

2. The lessee 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 lessee to provide the proper notice. Such notification shall be in writing by registered mail, return receipt requested, and addressed to:

Okaloosa County Purchasing Department
5479-A Old Bethel Road
Crestview, FL 32536

4. All deductibles or self-insured retentions (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.
5. All certificates shall be subject to Okaloosa County's approval of adequacy of protection. The Certificates of Insurance shall disclose any and all deductibles or self-insured retentions (SIRs).

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.

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

Procurement/Contract/Lease Number: LO7-0296-130 Tracking Number: 334019
Procurement/Contractor/Lessee Name: Jagan Sanyal Grant Funded: YES NO
Purpose: assignment of lease
Date/Term: 1/4/22
Amount: _____
Department: Stage
Dept. Monitor Name: Arpita

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

Purchasing Review

Procurement or Contract/Lease requirements are met:
Oliver R/K Date: 4-5-19
Purchasing Manager or designee Jeff Hyde, DeRita Mason, Victoria Taravella

2CFR Compliance Review (if required)

Approved as written: no bechold Grant Name: _____
Date: _____
Grants Coordinator Danielle Garcia

Risk Management Review

Approved as written: see email attached Date: 4-8-19
Risk Manager or designee Laura Porter or Krystal King

County Attorney Review

Approved as written: see email attached 4-15-19 Date: _____
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: Monday, April 15, 2019 2:25 PM
To: DeRita Mason
Cc: Lynn Hoshihara; Karen Donaldson
Subject: RE: AOL Sapp to Wade & Rae

This is approved for legal purposes.

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

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From: DeRita Mason <dmason@myokaloosa.com>
Sent: Friday, April 5, 2019 4:44 PM
To: Parsons, Kerry <KParsons@ngn-tally.com>
Cc: Lynn Hoshihara <lhoshihara@myokaloosa.com>; Karen Donaldson <kdonaldson@myokaloosa.com>
Subject: FW: AOL Sapp to Wade & Rae

Please review the attached.

Thank you,

DeRita

From: Dave Miner
Sent: Friday, April 05, 2019 3:42 PM
To: DeRita Mason <dmason@myokaloosa.com>
Cc: Allyson Oury <aourv@myokaloosa.com>
Subject: AOL Sapp to Wade & Rae

DeRita:

Please start the coordination for the attached assignment of lease from Jason Sapp to Wade & Rae (L07-0296-AP).

We are trying to get this on the May 7th Board Meeting.

Thank you.

Dave Miner

From: Karen Donaldson
Sent: Monday, April 29, 2019 12:34 PM
To: Allyson Oury
Cc: Dave Miner
Subject: RE: Lease Transfer Approval

Allyson

I agree with your plan. Let's get it in the correct owners name and then we will get the insurance.

Thank you

Karen Donaldson

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



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From: Allyson Oury <aoury@myokaloosa.com>
Sent: Monday, April 29, 2019 10:00 AM
To: Karen Donaldson <kdonaldson@myokaloosa.com>
Cc: Dave Miner <dminer@myokaloosa.com>
Subject: RE: Lease Transfer Approval

Wade & Rae (Bradford) own the hangar. Ownership never transferred following the last lease assignment, as a result of his buyer (Mr. Sapp) backing out of their purchase contract. Therefore, the County currently has a ground lease with an individual (Mr. Sapp) who does not own the hangar. This is a unique situation, one that I'm not sure we have ever encountered before. While I completely agree that Mr. Bradford (Wade & Rae) need to comply with current requirements, we need to get the lease transferred back to the correct party. I don't believe there is an aircraft stored in the hangar, nor do they intend to – as he lives out of state, thought he had it sold and now will relist the hangar for sale. My recommendation is that we transfer the lease back to the correct owner of the hangar and then work with him on insurance compliance.

Allyson Oury, CPA

Airports Deputy Director – Finance
Okaloosa County

From: Karen Donaldson <kdonaldson@myokaloosa.com>
Sent: Monday, April 29, 2019 9:55 AM
To: Allyson Oury <aoury@myokaloosa.com>
Cc: Dave Miner <dminer@myokaloosa.com>
Subject: RE: Lease Transfer Approval

Allyson and Dave

Whoever is the current occupant of the hangar needs to provide the insurance that is required by the lease. Whoever owns the plane that is parked in the hangar needs to provide the insurance on the aircraft. Just because it is listed for sale does not exclude full insurance requirements per the lease. Who is the hangar owner right now?

Karen Donaldson

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



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From: Allyson Oury <aoury@myokaloosa.com>
Sent: Monday, April 29, 2019 9:20 AM
To: Dave Miner <dminer@myokaloosa.com>; Karen Donaldson <kdonaldson@myokaloosa.com>
Subject: RE: Lease Transfer Approval

Karen,

I am not comfortable requesting Mr. Bradford (Wade & Rae) provide any additional insurance now than what he had in place before the last transfer was approved. We need to, in essence, undo that transaction as the lease is currently in the name of Mr. Sapp and he is not the hangar owner. We need to get the County lease back into the hangar owner's name as soon as possible. If Mr. Bradford is out of compliance with current County insurance requirements, then I would like to recommend we address that with him after the lease is transferred back into his name – as Dave noted, this is not your typical purchase transaction. In my opinion, leaving the lease in Mr. Sapp's name until Mr. Bradford complies with updated insurance requirements is not an option.

Thanks for your help!

Allyson Oury, CPA
Airports Deputy Director – Finance
Okaloosa County

From: Dave Miner <dminer@myokaloosa.com>
Sent: Monday, April 29, 2019 8:55 AM
To: Karen Donaldson <kdonaldson@myokaloosa.com>
Cc: Allyson Oury <aoury@myokaloosa.com>
Subject: FW: Lease Transfer Approval

Karen:

We have an unusual situation.

We have a hangar owner that was selling his hangar, we accomplished an assignment of lease and it went to the Board for approval. A few hours after the Board meeting that approved the assignment the buyer backed out of the deal and will not purchase the hangar. We are accomplishing another assignment of lease from the buyer that backed out to the original hangar owner. The hangar owner lives in Oklahoma and is not going to use the hangar and he is listing the hangar for sale (he already has listed it). He sent us his COI for his aircraft (attached). What insurance will he need just to sell the hangar. It is a hangar in Block 8, DTS.

Dave

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

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From: Allyson Oury <aoury@myokaloosa.com>
Sent: Friday, April 26, 2019 5:16 PM
To: Dave Miner <dminer@myokaloosa.com>
Subject: Fwd: Lease Transfer Approval

Allyson Oury, CPA
Airports Deputy Director - Finance
Okaloosa County

Begin forwarded message:

From: David Bradford <dbbradford@gmail.com>
Date: April 26, 2019 at 5:10:20 PM CDT

To: Allyson Oury <aoury@myokaloosa.com>

Subject: Re: Lease Transfer Approval

Attached is the COI. Pls advise if this meets with your approval.

Thanks,

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

CERTIFICATE OF INSURANCE

THIS IS TO CERTIFY TO:

OKALOOSA COUNTY
5749 A OLD BETHEL ROAD
BIRMINGHAM, AL 35236

THAT THE FOLLOWING POLICY OF INSURANCE HAS BEEN ISSUED TO:

311DB, LLC
4302 E 116th Pl
Tulsa, OK 74137-6121

POLICY NUMBER: NAB6504180
POLICY PERIOD: From December 10, 2018 To December 10, 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 April 26, 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: April 26, 2019
Certificate No.: 5

SCHEDULE OF AIRCRAFT

DESCRIPTION OF AIRCRAFT				
No.	FAA Cert #	Serial #	Year/Make/Model	Insured Value
1	N311DB		2013 Cirrus SR22	\$625,000

PHYSICAL DAMAGE COVERAGE			
No.	Deductibles		Physical Damage Coverage
	Not in Motion	In Motion	
1	\$100	\$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	\$100,000	\$500,000

MEDICAL EXPENSES			
No.	Including Crew	Each Person	Each Occurrence
1	Yes	\$5,000	\$25,000

**CONTRACT#: L07-0296-AP
WADE & RAE, LLC
BLOCK 8 LOT 1
EXPIRES: 01/14/2022**

**CONSENT TO ASSIGNMENT OF LEASE AND AMENDMENT L07-0296-AP
JASON CALEB SAPP HANGAR LEASE AT THE
DESTIN EXECUTIVE AIRPORT**

This Consent to Assignment of Lease and Amendment, made and entered into this 21 day of MAY, 2019, hereby approves of the assignment and amendment between Jason Caleb Sapp ("Lessee") and Wade & Rae, 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, L07-0296-AP with Jason Caleb Sapp on April 2, 2019 with a current expiration date of January 14, 2022 for Block 8 Lot 1; and

WHEREAS, Lessee desires an Assignment of Lease from Jason Caleb Sapp to Wade & Rae, LLC; and

WHEREAS, in accordance with Section 13 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 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 13 of L07-0296-AP, the County hereby consents to this assignment of the Lessee interest from Jason Caleb Sapp to Wade & Rae, 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

L07-0296-AP is hereby amended as follows:

**CONTRACT#: L07-0296-AP
WADE & RAE, LLC
BLOCK 8 LOT 1
EXPIRES: 01/14/2022**

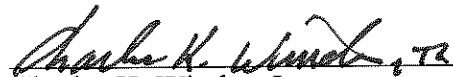
3. Section 2 titled "Notices", is hereby deleted and replaced as follows:

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 physical address of Lessee is: Wade & Rae, LLC, Ms. Cheryl Bradford, 4302 E 116th Place, Tulsa, OK 74137.

4. 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 assignment and amendment as of the day and year first written.

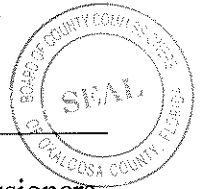
OKALOOSA COUNTY, FLORIDA



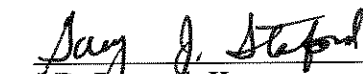
Charles K. Windes, Jr.

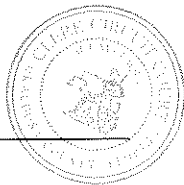
Chairman, Board of County Commissioners

Date: MAY 21 2019



ATTEST:


J.D. Reacock II
Clerk of Circuit Court



LESSEE

[Handwritten Signature]

Jason Sapp

Date: 4-24-19

ATTEST:

Dana Whitworth
Witness

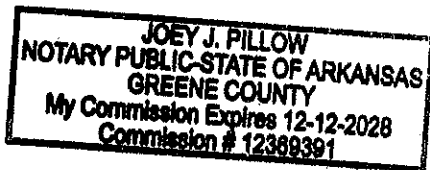
Kalee Gainer
Witness

ACKNOWLEDGMENTS

STATE OF Arkansas
COUNTY OF Greene

Before me, the undersigned officer duly authorized to take acknowledgments in the COUNTY and STATE aforesaid, personally appeared JASON SAPP 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 24th day of April, 2019, AD.



Joey J. Pillow
NOTARY

My Commission Expires: 12-12-2028

ASSIGNEE

Cheryl W. Bradford
Cheryl W. Bradford
Wade & Rae, LLC
Cheryl W. Bradford
Date: 4/29/19

ATTEST:

[Signature]
Witness
Nauser S.
Witness

ACKNOWLEDGMENTS

STATE OF Oklahoma
COUNTY OF Tulsa

Before me, the undersigned officer duly authorized to take acknowledgments in the COUNTY and STATE aforesaid, personally appeared CHERYL W. BRADFORD 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 29th day of April, 2019, AD.

[Signature]
NOTARY

My Commission Expires: 3-13-2023

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

Procurement/Contract/Lease Number: LOT-0296-AP Tracking Number: 3243-19
Procurement/Contractor/Lessee Name: Vade ? RAE Grant Funded: YES ___ NO X
Purpose: Assignment of lease
Date/Term: 1-14-22
Amount: 6940.75 annual + tax
Department: Airports
Dept. Monitor Name: Stage

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

Purchasing Review

Procurement or Contract/Lease requirements are met:
[Signature] Date: 1-18-19
Purchasing Manager or designee Jeff Hyde, DeRita Mason, Victoria Taravella

2CFR Compliance Review (if required)

Approved as written: NO federal \$ Grant Name: _____
_____ Date: _____
Grants Coordinator Danielle Garcia

Risk Management Review

Approved as written: see email attached Date: 1-18-19
_____ Risk Manager or designee Laura Porter or Krystal King

County Attorney Review

Approved as written: see email attached Date: 1-18-19
_____ 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

Dave Miner

From: DeRita Mason
Sent: Tuesday, February 26, 2019 9:36 AM
To: Dave Miner
Subject: RE: AOL Wade & Rae to Sierra Alpha Papa Papa, LLC for coordination
Attachments: 20190226093328614.pdf

Here you go, I thought I had sent them all.

From: Dave Miner
Sent: Tuesday, February 26, 2019 9:02 AM
To: DeRita Mason <dmason@myokaloosa.com>
Subject: FW: AOL Wade & Rae to Sierra Alpha Papa Papa, LLC for coordination

DeRita:

Do you have a coordination sheet on assignment of lease from Wade & Rae to Jason Sapp? Approved by Ms. Parsons on 1-18-19.

Dave

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

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From: Parsons, Kerry <KParsons@ngn-tally.com>
Sent: Friday, January 18, 2019 9:09 AM
To: Dave Miner <dminer@myokaloosa.com>
Cc: Victoria Taravella <vtaravella@myokaloosa.com>; Allyson Oury <aoury@myokaloosa.com>
Subject: RE: AOL Wade & Rae to Sierra Alpha Papa Papa, LLC for coordination

This is approved.

Kerry A. Parsons, Esq.

**Nabors
Giblin &
Nickerson**
ATTORNEYS AT LAW

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

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From: Dave Miner
Sent: Wednesday, January 16, 2019 10:24 AM
To: Parsons, Kerry
Cc: DeRita Mason ; Victoria Taravella ; Allyson Oury
Subject: RE: AOL Wade & Rae to Sierra Alpha Papa Papa, LLC for coordination

Ms. Parsons:

I changed the name of the Assignee from Sierra Alpha Papa Papa to Jason Caleb Sapp.
Please review for coordination.
Thank you.

Dave

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

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From: Parsons, Kerry <KParsons@ngn-tally.com>
Sent: Tuesday, January 15, 2019 2:34 PM
To: DeRita Mason <dmason@myokaloosa.com>
Cc: Dave Miner <dminer@myokaloosa.com>
Subject: RE: AOL Wade & Rae to Sierra Alpha Papa Papa, LLC for coordination

I cannot find where Sierra Alpha Papa Papa LLC is licensed to do business in the state of Florida. I even looked it up on the State Department's Website. Someone will need to verify that before we can move forward with reviewing the assignment.

Kerry A. Parsons, Esq.



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

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From: DeRita Mason <dmason@myokaloosa.com>
Sent: Friday, January 11, 2019 4:52 PM
To: Parsons, Kerry <KParsons@ngn-tally.com>
Cc: Lynn Hoshihara <lhoshihara@myokaloosa.com>
Subject: FW: AOL Wade & Rae to Sierra Alpha Papa Papa, LLC for coordination

Please review the attached.

Thank you,

DeRita

From: Dave Miner
Sent: Friday, January 11, 2019 3:28 PM
To: DeRita Mason <dmason@myokaloosa.com>
Cc: Allyson Oury <aoury@myokaloosa.com>
Subject: AOL Wade & Rae to Sierra Alpha Papa Papa, LLC for coordination

DeRita:

Please begin the coordination on the attached AOL from Wade & Rae (L07-0296-AP).
Thank you.

Dave

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

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Dave Miner

From: Karen Donaldson
Sent: Monday, February 25, 2019 3:40 PM
To: Dave Miner
Subject: RE: COI Sapp for Compliance

Yes Dave...this is approved and meets the requirements of the contract.

Thank you

Karen Donaldson

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



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From: Dave Miner <dminer@myokaloosa.com>
Sent: Monday, February 25, 2019 3:24 PM
To: Karen Donaldson <kdonaldson@myokaloosa.com>
Cc: Allyson Oury <aoury@myokaloosa.com>
Subject: RE: COI Sapp for Compliance

Karen:

The updated certificate is attached for your review. Please let us know if the COI complies with requirements.
Thank you.

Dave

David E. Miner
Properties and Leases

Okaloosa County Airports
(850) 651-7160 Ext. 4
www.flyvps.com

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From: Karen Donaldson <kdonaldson@myokaloosa.com>
Sent: Friday, February 22, 2019 2:11 PM
To: Dave Miner <dminer@myokaloosa.com>
Subject: RE: COI Sapp for Compliance

Dave

The Certificate of insurance for the General Liability needs to add \$1,000,000 in personal and advertising injury. It also needs to add Okaloosa County Board of County Commissioners as the Certificate Holder. They can put and Okaloosa Airport if they want to but we need the County as a whole to be named.

I did not see the insurance for the hangar at replacement value in here...with Okaloosa as Loss Payee.

Thanks

Karen Donaldson

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



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From: Dave Miner <dminer@myokaloosa.com>
Sent: Friday, February 22, 2019 1:41 PM
To: Karen Donaldson <kdonaldson@myokaloosa.com>
Cc: Edith Gibson <egibson@myokaloosa.com>; Allyson Oury <aoury@myokaloosa.com>
Subject: COI Sapp for Compliance

Karen:

Please review the attached COI for Jason Sapp hangar assignment of lease from Wade and Rae (L07-0296-AP) and let us know if the COI complies with requirements.

Thank you.

Dave

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

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

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
2-25-19

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 MARKET FINDERS INSURANCE CORPORATION 9117 LEESGATE ROAD LOUISVILLE, KY 40222 502.423.1800	CONTACT NAME:
	PHONE (A/C No. Ext) _____ FAX (A/C No.) _____ EMAIL ADDRESS _____
INSURED JASON SAPP P O BOX 856 PARAGOULD, AR 72451	INSURER A: LEXINGTON INSURANCE CO
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

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 LTR	TYPES OF INSURANCE	ADDL INSRD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <hr/> GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	X		41-LX-060367009-0	02/18/19	02/18/20	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ EXCLUDED MED EXP (ANY ONE PERSON) \$ EXCLUDED PERSONAL & ADV INJURY \$ EXCLUDED GENERAL AGGREGATE \$ 1,000,000 PRODUCTS-COMP/OPO A&G \$ EXCLUDED
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS MADE DED RETENTION						EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N <small>(Handwritten in N/A)</small> If yes, describe under DESCRIPTION OF OPERATIONS below.		N/A				PER STATUTE OTH=ER \$ EL EACH ACCIDENT \$ EL DISEASE-FAEMPLOYEE \$ EL DISEASE-POLICY LIMIT \$

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required.)
HANGAR LOCATION: DESTIN-FORT WALTON AIRPORT LOT 1 BLOCK 8
DESTIN JET WAY, DESTIN, FL 32541
CERTIFICATE HOLDER LISTED BELOW IS ADDITIONAL INSURED

CERTIFICATE HOLDER 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 
---	--

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Okaloosa County 5479 A Old Bethel Rd. Crestview, FL 32536	DESTIN-FORT WALTON BEACH AIRPORT LOT 1 BLCK 8 DESTIN JET WAY, Destin, FL, 32541
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

POLICY CHANGES ENDORSEMENT DESCRIPTION

Amend the AI from Okaloosa County Airport to Okaloosa County.

REMOVAL PERMIT

If this policy includes the Capital Assets Program (Output Policy) Coverage Part with all property scheduled on the Scheduled Location Endorsement **OP 14 01**, or the Commercial Property Coverage Part, the following applies with respect to such Coverage Part(s):

If Covered Property is removed to a new location that is described on this Policy Change, you may extend this insurance to include that Covered Property at each location during the removal. Coverage at each location will apply in the proportion that the value at each location bears to the value of all Covered Property being removed. This permit applies up to 10 days after the effective date of this Policy Change; after that, this insurance does not apply at the previous location.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY CHANGES

Policy Change
Number 001

POLICY NUMBER 41-LX-060367009-0 END: 001	POLICY CHANGES EFFECTIVE 02/18/2019	COMPANY Lexington Insurance Company
NAMED INSURED JASON SAPP		AUTHORIZED REPRESENTATIVE
COVERAGE PARTS AFFECTED General Liability		
CHANGES Amend the AI from Okalossa County Airport to Okalossa County.		

Authorized Representative Signature

Harco National Insurance Company

Certificate of Insurance

THIS IS TO CERTIFY TO: Okaloosa County, 5479 A Bethel Road, Crestview, FL 32536

THAT THE FOLLOWING POLICY OF INSURANCE HAS BEEN ISSUED TO:

Sierra Alpha Papa Papa, LLC, Jason C. Sapp, 12 Timber Creek Lane, Newark, DE 19711-2606

AIRCRAFT POLICY NO. AVA000966-00

POLICY PERIOD: From 09/04/2018 to 09/04/2019

INSURANCE COMPANY: Harco National Insurance Company

LIABILITY COVERAGES

LIMITS OF LIABILITY

	EACH PERSON	EACH OCCURRENCE
Bodily Injury Excluding Passengers	\$ <u>XXXX</u>	\$ <u>XXXX</u>
Property Damage	\$ <u>XXXX</u>	\$ <u>XXXX</u>
Passenger Bodily Injury	\$ <u>XXXX</u>	\$ <u>XXXX</u>
Single Limit <u>Including Passengers,</u> with Passenger Liability Limited to	\$ <u>XXXX</u>	\$ <u>1,000,000.</u>
	\$ <u>100,000.</u>	\$ <u>XXXX</u>

PHYSICAL DAMAGE COVERAGE:

REGISTRATION NUMBER	MAKE AND MODEL	Year	Insured Value	PHYSICAL DAMAGE COV.	DEDUCTIBLES: NOT IN-MOTION	IN-MOTION INGESTION MOORING
N591AS	Evolution Aircraft Turbine 750	2018	\$N/A		\$N/A	\$N/A
			\$		\$	\$
			\$		\$	\$

PHYSICAL DAMAGE Coverage Identified **F. All Risk** **G. Not in Motion**

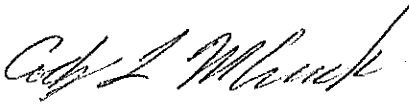
OTHER COVERAGES/CONDITIONS/REMARKS: Please see attached form(s) AVA 00 52.

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

If the policy referenced above is cancelled before the expiration date, notice of cancellation shall be provided to the certificate holder if such notice of cancellation has been included within this policy and/or endorsements attached thereto.

Certificate No. 2

Date of Issue: 02/04/2019

By 
(Authorized Representative)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

AIRCRAFT COVERAGE FORM

SCHEDULE

Name Of Person(s) Or Organization(s):	FAA Certificate No.:	Description of Aircraft
Okaloosa County 5479 A Old Bethel Road Crestview, FL 32536	N591AS	Evolution Aircraft Turbine 750
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.		

The person(s) or organization(s) shown in the Schedule above are included as additional **insured(s)**, subject to the following:

Only the clause(s) indicated by an "X" shall apply

- 1. The scheduled person(s) or organization(s) are included as additional **insured(s)**.
- 2. The scheduled person(s) or organization(s) are the registered owner the **aircraft** shown in the Schedule above and are included as additional **insured(s)**.
- 3. The scheduled person(s) or organization(s) are included as additional **insured(s)** but only under liability coverages.
- 4. The scheduled person(s) or organization(s) are included as additional **insured(s)** under liability coverages, but only with respect to the operations of the **Named Insured**.
- 5. The scheduled person(s) or organization(s) are included as additional insured(s) but only with respect to the operations of the **Named Insured**.
- However, the insurance extended by this endorsement does not apply to, and no person or organization named in the Schedule is an additional **insured** for, loss or damage that arises out of the design, manufacture, modification, repair, sale, or servicing of any **aircraft**.

All other provisions of this Policy remain the same.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDATORY ENDORSEMENT

AVIATION GENERAL LIABILITY COVERAGE FORM
AIRCRAFT COVERAGE FORM

Coverage set forth in the Declarations page, or in any other endorsement to this Policy, is amended per the items checked below with an "X"

IN CONSIDERATION OF No Additional Premium:

IT IS HEREBY AGREED THAT:

ADDITIONAL PREMIUM

WITH RESPECT ONLY TO:

RETURN PREMIUM

PREMIUM CHARGED

1. COVERAGE

7. ADDRESS OF **INSURED**

A. THE FOLLOWING IS NAMED AS AN ADDITIONAL INSURED:

2. AMOUNT OF **PHYSICAL DAMAGE** INSURANCE

8. CONFIGURATION OF **AIRCRAFT**
i.e. wheels, floats, skis, amphib.

B. THE FOLLOWING PILOT IS ADDED TO THE COVERAGE:

3. LIABILITY LIMIT

9. DESCRIPTION OF **AIRCRAFT** COVERED

C. THE FOLLOWING PILOT IS DELETED AS A NAMED PILOT:

4. INCEPTION DATE

10. PURPOSE OF USE

D. POLICY IS TERMINATED

5. EXPIRATION DATE

11. LOSS PAYEE

E. COVERAGE IS TERMINATED

6. NAME OF **INSURED**

THE ITEM(S) MARKED ABOVE IS/ARE AMENDED OR COMPLETED TO BE READ AS FOLLOWS:

Sierra Alpha Papa Papa, LLC, Jason C. Sapp

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 05/24/2019

Contract/Lease Control #: L07-0296-AP

Procurement#: NA

Contract/Lease Type: LEASE

Award To/Lessee: JASON CALEB SAPP

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 04/02/2019

Expiration Date: 01/14/2022

Description of Contract/Lease: BLACK 8 LOT 1

Department: AP

Department Monitor: STAGE

Monitor's Telephone #: 850-651-7160

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

Closed:

Cc: Finance Department Contracts & Grants Office

**CONTRACT#: L10-0296-AP
JASON CALEB SAPP
BLOCK 8 LOT 1
EXPIRES: 01/14/2022**

**CONSENT TO ASSIGNMENT OF LEASE AND AMENDMENT L07-0296-AP
WADE & RAE, LLC HANGAR LEASE AT THE
DESTIN EXECUTIVE AIRPORT**

This Consent to Assignment of Lease and Amendment, made and entered into this 2nd day of April, 2019, hereby approves of the assignment and amendment between Wade & Rae, LLC ("Lessee") and Jason Caleb Sapp ("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, L07-0296-AP with Wade & Rae, LLC on June 25, 2016 with a current expiration date of January 14, 2022 for Block 8 Lot 1; and

WHEREAS, Lessee desires an Assignment of Lease from Wade & Rae, LLC to Jason Caleb Sapp; and

WHEREAS, in accordance with Section 13 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 13 of L07-0296-AP, the County hereby consents to this assignment of the Lessee interest from Wade & Rae, LLC to Jason Caleb Sapp.

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

L07-0296-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 5a 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 6. 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 \$1,5526 per square foot per year for a total annual cost of \$1,940.75 plus state sales tax.

5. Section 6 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 "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.

7. Section 17c 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.

8. Section 18 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 physical address of Lessee is: Jason Caleb Sapp, 4559 Sailmaker Lane, Destin, FL 32541 and mailing address is: Jason Sapp, P.O. Box 856, Paragould, AZ 72451.

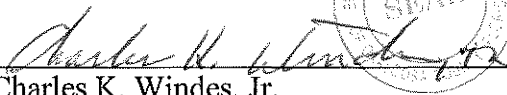
9. Section 26 titled "Place of Payments", is hereby deleted and replaced as follows:

All payments and notices to County shall be given or mailed to the following address: Okaloosa County, Okaloosa County Airports, 1701 State Road 85 N, Suite 1, Eglin AFB, FL 32542-1498.

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.

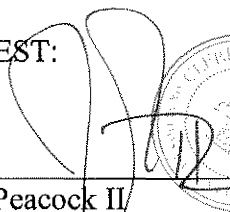
IN WITNESS WHEREOF, the parties hereto have executed this amendment as of the day and year first written.

OKALOOSA COUNTY, FLORIDA



Charles K. Windes, Jr.
Chairman, Board of County Commissioners
Date: 4/2/19

ATTEST:



J.D. Peacock II
Clerk of Circuit Court

LESSEE

Cheryl W. Bradford
Wade & Rae, LLC
Cheryl W. Bradford
Date: 1/28/19

ATTEST:

Kathy Poole
Witness

[Signature]
Witness

ACKNOWLEDGMENTS

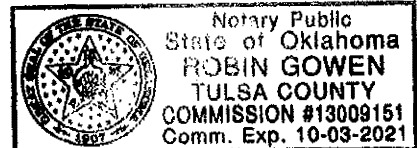
STATE OF Oklahoma
COUNTY OF Tulsa

Before me, the undersigned officer duly authorized to take acknowledgments in the COUNTY and STATE aforesaid, personally appeared CHERYL W. BRADFORD 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 28th day of January, 2019, AD.

[Signature]
NOTARY

My Commission Expires: 10/3/21



ASSIGNEE

[Handwritten Signature]

Jason Sapp

Date: 2-4-19

ATTEST:

Kate Gaim
Witness

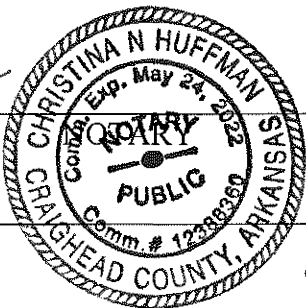
Dona Whitner
Witness

ACKNOWLEDGMENTS

STATE OF Arkansas
COUNTY OF Craighead

Before me, the undersigned officer duly authorized to take acknowledgments in the COUNTY and STATE aforesaid, personally appeared JASON SAPP 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 4th day of February, 2019, AD.

C. Huff


My Commission Expires: _____

5.24.22

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, 2986 (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>LIMIT</u>
1. Workers’ Compensation	
1.) State	Statutory
2.) Employer’s Liability	\$100,000 each accident
2. General Liability	\$1,000,000 each occurrence (A combined single limit)
3. Aircraft Liability	\$1,000,000 each occurrence (A combined single limit)
4. Personal and Advertising Injury	\$1,000,000 each occurrence
5. Property (Hangar)	Full replacement value of Hangar

NOTICE OF CLAIMS OR LITIGATION

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

INDEMNIFICATION & HOLD HARMLESS

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

CERTIFICATE OF INSURANCE

1. Certificates of insurance evidencing all required coverage must be submitted to and approved by Okaloosa County. The certificate holder(s) shall be as follows: Okaloosa

County, 5479A Old Bethel Road, Crestview, Florida, 32536.

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

GENERAL TERMS

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

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

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

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

UMBRELLA INSURANCE

The Lessee shall have the right to meet the liability insurance requirements with the purchase of an umbrella insurance policy. In all instances, the combination of primary and umbrella liability coverage must equal or exceed the minimum liability insurance limits stated in this Agreement.

EXHIBIT B

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 6/22/2007

Contract/Lease Control #: L07-0296-AP15-115

Bid #: N/A Contract/Lease Type: REVENUE

Award To/Lessee: RAY & SHELLEY NETHERWOOD

Lessor: OKALOOSA COUNTY

Effective Date: 6/11/2007 \$33,984

Term: EXPIRES 1/14/2022

Description of Contract/Lease: DAP LOT 1/BLK 8 REASSIGNMENT FM LEASE #L182

Department Manager: AIRPORT

Department Monitor: J. SEALY

Monitor's Telephone #: 651-7160

Monitor's FAX #: 651-7164

Date Closed:

USAIG Certificate of Insurance



This is to certify to: **Okaloosa County**
 whose address is: 5749 A Old Bethel Road
 Crestview, FL 32536

that: **Wade & Rae, LLC**
 whose address is: 4302 E. 116th Place
 Tulsa, OK 74137-6121

L07-0296-AP

is at this date insured with the Several Participating Companies of the United States Aircraft Insurance Group, for the Limits of Coverage stated below, at the following locations: the United States and its territories and possessions, Canada, Mexico, the Bahamas, the islands of the West Indies and Central America, or while enroute between these places.

Descriptive Schedule of Coverages 2012 Aviat Husky A-1C, N949BM

Kind of Insurance	Policy Number	Policy Term	Limits of Coverage		
			Each Passenger	Each Person	Each Occurrence
AIRCRAFT LIABILITY Combined Liability Coverage for bodily injury and property damage Subject to a maximum of	360AC-779771	June 19, 2018 - June 19, 2019	\$ 100,000		\$ 1,000,000
Medical Coverage				\$ 5,000	
AIRCRAFT PHYSICAL DAMAGE - ALL RISKS	360AC-779771	June 19, 2018 - June 19, 2019			
	Not In-Motion Deductible \$ Nil	In-Motion Deductible \$ Nil			Amount of Insurance \$ Per policy
AIRPORT PREMISES LIABILITY Combined Liability Coverage for bodily injury and property damage	360AC-779771	June 19, 2018 - June 19, 2019	Each Aircraft		Each Occurrence \$ Included above

The "Who's covered" section of the policy, under "Your Liability Coverage," shall include **Okaloosa County**, but only for claims of bodily injury, mental anguish or property damage and specifically excluding claims for personal injury that result from "Policyholder's" ownership, maintenance or use of airport premises.

We won't cover **Okaloosa County** for claims arising out of their liability as a manufacturer, seller, handler, distributor or service facility of any product or service sold, handled, distributed or provided.

If we or the Aviation Managers cancel your policy for any reason other than nonpayment of premium, we agree to give thirty (30) days notice before the cancellation date, to the following person(s) or organization(s):

Okaloosa County
 5749 A Old Bethel Road
 Crestview, FL 32536

However, the "Cancellation" provisions stated above shall not be less than the required statutory limits.

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 regardless of any terms or conditions set forth in any other contract, document or agreement.

UNITED STATES AVIATION UNDERWRITERS, INC., Aviation Managers

Address: 301 N. Main Street, Suite 1450, Wichita, KS 67202

By John T. Brogan
 John T. Brogan, President

date: June 20, 2018

USAIG Certificate of Insurance

L07-0296-AP

This is to certify to: **Okaloosa County**
 whose address is: 5749 A Old Bethel Road
 Crestview, FL 32536

that: **Wade & Rae, LLC**
 whose address is: 4302 E. 116th Place
 Tulsa, OK 74137-6121

is at this date insured with the Several Participating Companies of the United States Aircraft Insurance Group, for the Limits of Coverage stated below, at the following locations: the United States and its territories and possessions, Canada, Mexico, the Bahamas, the islands of the West Indies and Central America, or while enroute between these places.

Descriptive Schedule of Coverages		2012 Aviat Husky A-1C, N949BM			
Kind of Insurance	Policy Number	Policy Term	Limits of Coverage		
AIRCRAFT LIABILITY Combined Liability Coverage for bodily injury and property damage Subject to a maximum of	360AC-772195	June 19, 2017 - June 19, 2018	Each Passenger	Each Person	Each Occurrence \$ 1,000,000
Medical Coverage					\$ 5,000
AIRCRAFT PHYSICAL DAMAGE - ALL RISKS	360AC-772195	June 19, 2017 - June 19, 2018			
	Not In-Motion Deductible \$ Nil	In-Motion Deductible \$ Nil			Amount of Insurance \$ Per policy
AIRPORT PREMISES LIABILITY Combined Liability Coverage for bodily injury and property damage	360AC-772195	June 19, 2017 - June 19, 2018	Each Aircraft	Each Occurrence	\$ Included above

The "Who's covered" section of the policy, under "Your Liability Coverage," shall include **Okaloosa County**, but only for claims of bodily injury, mental anguish or property damage and specifically excluding claims for personal injury that result from "Policyholder's" ownership, maintenance or use of airport premises.

We won't cover **Okaloosa County** for claims arising out of their liability as a manufacturer, seller, handler, distributor or service facility of any product or service sold, handled, distributed or provided.

If we or the Aviation Managers cancel your policy for any reason other than nonpayment of premium, we agree to give thirty (30) days notice before the cancellation date, to the following person(s) or organization(s):

Okaloosa County
 5749 A Old Bethel Road
 Crestview, FL 32536

However, the "Cancellation" provisions stated above shall not be less than the required statutory limits.

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 regardless of any terms or conditions set forth in any other contract, document or agreement.

UNITED STATES AVIATION UNDERWRITERS, INC., Aviation Managers

Address: 301 N. Main Street, Suite 1450, Wichita, KS 67202

By John T. Brogan
 John T. Brogan, President

date: June 20, 2017

CERTIFICATE OF INSURANCE

THIS IS TO CERTIFY TO:
OKALOOSA COUNTY
5749 A OLD BETHEL ROAD
CRESTVIEW, FL 32536

LO7-0296 AP

THAT THE FOLLOWING POLICY OF INSURANCE HAS BEEN ISSUED TO:
311DB, LLC
4302 E 116th Pl
Tulsa, OK 74137-6121

POLICY NUMBER: NAB6502287
POLICY PERIOD: From December 10, 2017 To December 10, 2018
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.

Subject to Date Change Recognition Endorsement.

Data included in this Certificate valid as of December 10, 2017.

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: December 6, 2017
Certificate No.: 3

L07-0296-AP

SCHEDULE OF AIRCRAFT

DESCRIPTION OF AIRCRAFT				
No.	FAA Cert #	Serial #	Year/Make/Model	Insured Value
1	N311DB	0474	2013 Cirrus SR22	\$625,000

PHYSICAL DAMAGE COVERAGE			
No.	Deductibles		Physical Damage Coverage
	Not In Motion	In Motion	
1	\$100	\$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	\$100,000	\$500,000

MEDICAL EXPENSES			
No.	Including Crew	Each Person	Each Occurrence
1	Yes	\$5,000	\$25,000

**AMENDMENT THREE OF LEASE L07-0296-AP
WADE & RAE, LLC HANGAR LEASE AT THE
DESTIN EXECUTIVE AIRPORT**

This Third Amendment of Lease made and entered into this 8th day of February, 2017, hereby approves this Third Amendment for lease L07-0296-AP (“Assignment of Lease Agreement”), dated July 17, 2008, by Wade & Rae, LLC (“Lessee”), and Okaloosa County, Florida through its Board of County Commissioners (hereinafter the “County”).

WITNESSETH:

WHEREAS, on June 25, 2016, Lessee entered into the Second Assignment of Lease Agreement, L07-0296-AP with the County for Hanger Space at the Destin Executive Airport with a current expiration date of January 14, 2022; 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 further approved the new language for storage of items in the hangar, which the parties now desire to incorporate into 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 5 a titled “Ground Lease” of L07-0296-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 6. 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 10 titled "Care of Leased Premises" of L07-0296-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 26 "Place of Payments" of L07-0296, is hereby deleted and replaced as follows:

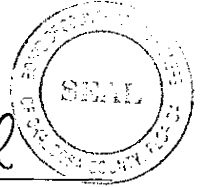
All payments and notices to COUNTY shall be given or mailed to the following address: Okaloosa County, Okaloosa County Airports, 1701 State Road 85 North, Suite 1, Eglin Air Force Base, Florida, 32542-1498.

4. 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



Carolyn N. Ketchel
Carolyn N. Ketchel, Chairman
Date: 8 Feb 17

ATTEST:

Sam J. Buford
J.D. Peacock II, Clerk
DATE: 2/8/17



LESSEE

Cheryl W. Bradford
Wade & Rae, LLC
Cheryl W. Bradford
Date: 1/9/17

ATTEST:

[Signature]
Witness

Shanna Johnson
Witness

ACKNOWLEDGMENTS

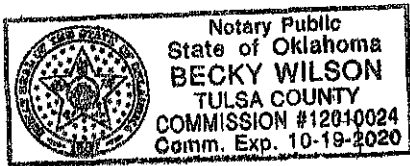
STATE OF Oklahoma
COUNTY OF Tulsa

Before me, the undersigned officer duly authorized to take acknowledgments in the COUNTY and STATE aforesaid, personally appeared CHERYL W. BRADFORD 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 9 day of January, 2017, AD.

Becky Wilson

NOTARY



My Commission Expires: 1/09/17



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

Lessee Wade & Rae LLC Block 8 Lot 1
Lease # L07-0296-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:	<u>\$ 2.75</u>	Date Approved:	<u>6/25/2016</u>
Current Escalated Rate:	<u>\$ 2.75</u>	Date Escalated:	<u>6/25/2016</u>
Remaining Lease Term:	<u>5.29</u>	Expiration Date:	<u>9/30/2021</u>



Init: CB

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 \$ 2.75 and will continue to escalate annually per the terms in the agreement.

Print Name CHERYL W. BRADFORD
for Wade & Rae, LLC

Signature Cheryl W Bradford

Date 12/13/16

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.



CA #5

BOARD OF COUNTY COMMISSIONERS AGENDA REQUEST

DATE: February 7, 2017
TO: Honorable Chairman and Members of the Board
FROM: Tracy Stage
SUBJECT: Wade and Rae Amendment Three to Hangar Lease
DEPARTMENT: Airport
BCC DISTRICT: 5

STATEMENT OF ISSUE: The Airports Department requests approval by the Board of County Commissioners of Wade and Rae, LLC Amendment Three for Block 8 Lot 1 at the Destin Executive Airport (L07-0296-AP).


BACKGROUND: On June 25, 2016, Wade and Rae, LLC 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 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 lessee hangar. Wade and Rae, LLC desires to "Opt In" the new hangar lease rate and the Airport has received his fee. Wade and Rae, LLC 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 Wade and Rae, LLC Hangar Lease Amendment Three as described above.

RECOMMENDED BY: 
 Tracy Stage, Airport Director 2/1/2017

APPROVED BY:
 John Hofstad, County Administrator

CERTIFIED A TRUE
 AND CORRECT COPY
 JD PEACOCK II
 CLERK CIRCUIT COURT
 BY 
 DEPUTY CLERK
 DATE 2/13/17



CONTRACT & LEASE INTERNAL COORDINATION SHEET

Contract/Lease Number: <u>LO7-0296-AP</u>	Tracking Number: <u>2185-17</u>
Contractor/Lessee Name: <u>Wave 4 Soc, LLC</u>	Grant Funded: YES ___ NO ___
Purpose: <u>Amendment No. 3</u>	
Date/Term: <u>1-14-2027</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.	

Purchasing Review	
Procurement requirements are met:	
<u>Ch - Powell</u>	Date: <u>12/29/2016</u>
Purchasing Director or designee	Zan Fedorak, Charles Powell, DeRita Mason

Risk Management Review	
Approved as written: <u>w/ updated CAI</u>	
<u>Laura J. Porter</u>	Date: <u>12/29/2016</u>
Risk Manager or designee	Laura Porter or Krystal King

County Attorney Review	
<i>See email dated 12/27/2016</i>	
Approved as written:	
	Date: _____
County Attorney	Gregory T. Stewart, Lynn Hoshihara, Kerry Parsons or Designee

Following Okaloosa County approval:

Contract & Grant	
Document has been received:	
	Date: _____
Contracts & Grants Manager	

Dave Miner

From: Parsons, Kerry <KParsons@ngn-tally.com>
Sent: Tuesday, December 27, 2016 1:52 PM
To: Dave Miner
Cc: Charles Powell; Greg Kisela; Lynn Hoshihara; Mike Stenson; Krystal King
Subject: RE: Wade and Rae Amendment Three Coordination

This is approved for legal purposes.

From: Dave Miner [mailto:dminer@co.okaloosa.fl.us]
Sent: Tuesday, December 27, 2016 2:42 PM
To: Parsons, Kerry
Subject: RE: Wade and Rae Amendment Three Coordination

Ms. Parsons:

Changes accepted, thank you.

Dave

From: Parsons, Kerry [mailto:KParsons@ngn-tally.com]
Sent: Tuesday, December 27, 2016 12:38 PM
To: Dave Miner; Charles Powell; Greg Kisela
Cc: Krystal King; Mike Stenson
Subject: RE: Wade and Rae Amendment Three Coordination

Good Afternoon:

Please see my attached minor revisions.
Kerry

From: Dave Miner [mailto:dminer@co.okaloosa.fl.us]
Sent: Tuesday, December 27, 2016 11:25 AM
To: Charles Powell; Greg Kisela
Cc: Parsons, Kerry; Krystal King; Mike Stenson
Subject: Wade and Rae Amendment Three Coordination

Charles:

Attached you will find Wade & Rae's Amendment Three for coordination. You will receive the original in distro tomorrow.

Thank you.

CERTIFICATE OF INSURANCE

THIS IS TO CERTIFY TO:

OKALOOSA COUNTY
5749 A OLD BETHEL ROAD
CRESTVIEW, FL 32536

THAT THE FOLLOWING POLICY OF INSURANCE HAS BEEN ISSUED TO:

311DB, LLC, Wade & Rae, LLC
4302 E 116th Pl
Tulsa, OK 74137-6121

POLICY NUMBER: NAB6500705
POLICY PERIOD: From December 10, 2016 To December 10, 2017
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.

Subject to Date Change Recognition Endorsement.

Data included in this Certificate valid as of December 28, 2016.

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. Brown & Associates Insurance Services

Date of Issue: December 8, 2016
Certificate No.: 3

SCHEDULE OF AIRCRAFT

DESCRIPTION OF AIRCRAFT				
No.	FAA Cert #	Serial #	Year/Make/Model	Insured Value
1	N311DB	0474	2013 Cirrus SR22	\$625,000

PHYSICAL DAMAGE COVERAGE			
No.	Deductibles		Physical Damage Coverage
	Not In Motion	In Motion	
1	\$100	\$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	\$100,000	\$500,000

MEDICAL EXPENSES			
No.	Including Crew	Each Person	Each Occurrence
1	Yes	\$5,000	\$25,000

**SECOND ASSIGNMENT OF LEASE AND SECOND AMENDMENT TO LEASE
L07-0296-AP
RAY AND SHELLEY NETHERWOOD'S HANGAR LEASE AT THE
DESTIN EXECUTIVE AIRPORT**

This Second Assignment of Lease and Second Amendment made and entered into this 25th day of June, 2016, hereby approves of the assignment between Ray and Shelley Netherwood, (hereinafter the "Lessee"), whose principal address is 1070 S Collier Blvd., Unit D, Marco Island, FL 34145, and Wade & Rae, LLC, an Oklahoma Limited Liability Corporation (hereinafter the "Assignee"), whose principal address is, 4302 E 116th Place, Tulsa, OK, 74137, and further amends lease L08-0347-AP ("Lease Agreement") executed February 11, 2002, by and between Billy E. Loflin and Okaloosa County, Florida through its Board of County Commissioners (hereinafter the "County"), whose principal address is 1250 N. Eglin Pkwy., Shalimar, FL 32579.

WHEREAS, the County entered into a Lease for Hangar Space at the Destin Airport with Billy E. Loflin on February 11, 2002, the initial term of the lease expires on January 14, 2022 ; and

WHEREAS, on June 11, 2007, Billy E. Loflin, assigned his interest in the Lease Agreement, with the Consent of the County, to Lessee as set forth in the First Assignment of Lease; and

WHEREAS, Lessee now desires to assign its interest in L07-0296-AP to Assignee, and in accordance with Section 13 of the Lease Agreement, Lessee is required to obtain the County's consent prior to assigning its interest; and

WHEREAS, in accordance with Section 13 of the Lease Agreement County now desires to amend the Lease agreement to incorporate a new lease payment, and additional terms.

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:

I. CONSENT TO SECOND ASSIGNMENT

1. The County hereby consents to the Assignment of Lease by Lessee to Assignee in accordance with Section 13 of the Lease Agreement.

2. Assignee by execution of this Second Assignment of Lease and Second Amendment, and in consideration of consent by the County of the same, is bound by all terms of the Lease Agreement, the First Lease Assignment, and the First Amendment, 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, amendments, and assignment of leases.

**LEASE # L07-0296-AP
NETHERWOOD, RAY & SHELLEY
DAP LOT 1/BLK 8
EXPIRES: 01/14/2022**

15-11-15 10:50 AM

II. AMENDMENT TO THE LEASE AGREEMENT

L07-0296-AP is hereby amended as follows:

3. Section 5 a of the First Assignment of Lease executed on June 11, 2007, is hereby amended to read:

Lessee shall pay in advance an annual ground lease fee established by an independent appraisal. The fee shall be adjusted in accordance with Escalation Clause. 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 Air Force Base, Florida, 32542-1498. The lease includes ONE THOUSAND TWO HUNDRED FIFTY (1,250) square feet at TWO DOLLARS AND SEVENTY FIVE CENTS (\$2.75) per square foot per year for a total annual cost of THREE THOUSAND FOUR HUNDRED THIRTY SEVEN DOLLARS AND FIFTY CENTS (\$3,437.50) plus tax.

4. Section 17 c of the First Assignment of Lease executed on June 11, 2007, is hereby amended to read:

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, Airports Administration, 1701 State Road 85 North, Suite A, Eglin AFB, FL 32542-1498. On request, Lessee shall deliver an exact copy of the policy or policies including all endorsements.

5. Section 18 of the First Assignment of Lease executed on June 11, 2007, is hereby amended 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 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 AFB, FL 32542-1498. The address of the Lessee is: Wade & Rae, LLC, Ms. Cheryl W. Bradford or David Bradford, 4302 E 116th Place, Tulsa, OK 74137.

6. The First Assignment of Lease executed June 11, 2007, is further amended to incorporate the following provision:


SECTION 30: TAXES & 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 incidental 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.

7. All other provisions of the original Lease Agreement and Assignment of Lease and Amendment 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.


LESSEE



Ray Netherwood
Date: 3/10/16

ATTEST:



Witness


Witness

LESSEE

Shelley Netherwood

Shelley Netherwood

Date: 4/10/16

ATTEST:

[Signature]
Witness

[Signature]
Witness

WADE & RAY, LLC

Cheryl W. Bradford

Cheryl W. Bradford

Date: 5/12/16

ATTEST:

Lindsay Larson
Witness

Debra Clark
Witness

OKALOOSA COUNTY



Charles K. Windes, Jr.
Charles K. Windes, Jr., Chairman
Date: 6/25/16

ATTEST:

Mary J. Stafford
Mary J. Stafford
J.D. Peacock II, Clerk

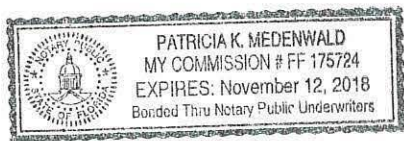


ACKNOWLEDGMENTS

STATE OF Florida
COUNTY OF Collier

Before me, the undersigned officer duly authorized to take acknowledgments in the COUNTY and STATE aforesaid, personally appeared RAY NETHERWOOD 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 May, 2016, AD.



Patricia K. Medenwald
NOTARY

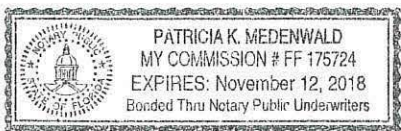
My Commission Expires: Nov 12, 2018

ACKNOWLEDGMENTS

STATE OF Florida
COUNTY OF Collier

Before me, the undersigned officer duly authorized to take acknowledgments in the COUNTY and STATE aforesaid, personally appeared SHELLEY NETHERWOOD 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 May, 2016, AD.



Patricia K. Medenwald
NOTARY

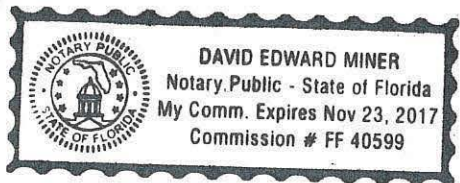
My Commission Expires: Nov 12, 2018

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 CHERYL W. BRADFORD 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 12 day of May, 2016, AD.



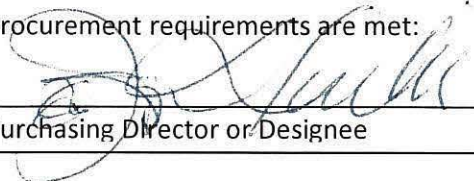
David E. Miner
NOTARY

My Commission Expires: 11-23-17

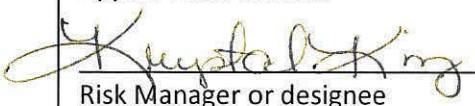
CONTRACT & LEASE INTERNAL COORDINATION SHEET

Contract/Lease Number: L07-0296-AP Tracking Number: 1106-14
Grant Funded: YES ___ NO
Contractor/Lessee Name: Rays Shelley Netherwood
Purpose: Amendment #1 to correct wording
Date/Term: 1-14-2022
Amount: \$2,250.00/per year stay
Department: AP
Dept. Monitor Name: Harman/Miner
1. GREATER THAN \$50,000
2. GREATER THAN \$25,000
3. \$25,000 OR LESS
Document has been reviewed and includes any attachments or exhibits.

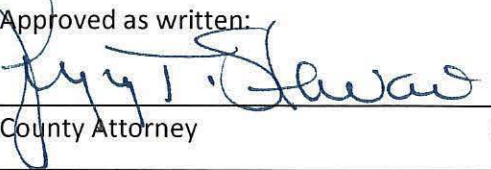
Purchasing Review

Procurement requirements are met:

Purchasing Director or Designee: _____ Date: 9-15-14
Joanne Kublik

Risk Management Review

Approved as written:

Risk Manager or designee: _____ Date: 9-16-14

County Attorney Review

Approved as written:

County Attorney: _____ Date: 9-16-14
Gregory T. Stewart

Following Okaloosa County approval:

Contracts & Grants

Document has been received:

Contracts & Grants Manager Date: _____

To Dave 9/14

AMENDMENT NUMBER ONE

This AMENDMENT NUMBER ONE OF LEASE FOR HANGAR SPACE, fully executed this 10th day of November, 2014, by and between the COUNTY OF OKALOOSA, a political subdivision of the State of Florida, acting by and through its BOARD OF COUNTY COMMISSIONERS (hereinafter referred to as "COUNTY") and RAY AND SHELLEY NETHERWOOD, (hereinafter referred to as the "LESSEE").

WITNESSETH:

COUNTY hereby lets to LESSEE and LESSEE hereby hires and takes from COUNTY at the Destin/Ft. Walton Beach Airport in the County of Okaloosa, State of Florida (hereinafter referred to as "AIRPORT"), that certain location designated as Block 8 Lot 1 as shown on file in the office of the Airports Director, which is hereby incorporated herein by reference, and COUNTY hereby gives to LESSEE permission to occupy and maintain one (1) hangar for the storage of individually-owned/corporate-owned aircraft at the aforesaid location. Additional aircraft may be stored in the hangar with proper notice to the COUNTY provided that proof of required insurance coverage is provided to the COUNTY. Current expiration date is January 14, 2022.

WHEREAS, this AMENDMENT NUMBER ONE shall be subject to the terms, covenants, conditions, and agreements to be kept, performed and observed by LESSEE as stipulated in the Assignment of Lease dated June 11, 2007 and the Original Lease dated February 11, 2002, not amended in this Agreement.

SECTION 1:

Due to an error in the Assignment of Lease, dated June 11, 2007 wording in Section 5 a, is changed to read:

GROUND LEASE:


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 6. The ground lease and applicable sales tax will be billed annually, in advance, and is payable to the Airports Director, Okaloosa County Airports, 1701 Highway 85 North, Eglin Air Force Base, Florida, 32542-1498. The lease includes ONE THOUSAND TWO HUNDRED FIFTY (1,250) square feet at ONE DOLLAR AND EIGHTY CENTS (\$1.80) cents per square foot per year for a total annual cost of TWO THOUSAND TWO HUNDRED FIFTY DOLLARS (\$2,250.00) plus tax.

**LEASE # L07-0296-AP
NETHERWOOD, RAY & SHELLEY
DAP LOT 1/BLK 8
EXPIRES: 01/14/2022**

SECTION 2: ENTIRE LEASE

This LEASE consists of the following: Sections 1 to 2. It constitutes the entire AMENDMENT 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.



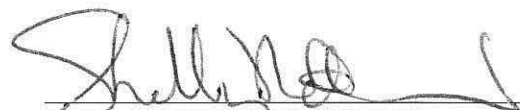
RAY NETHERWOOD
LESSEE
DATE: 9/22/14

ATTESTS:



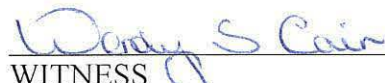
WITNESS



WITNESS



SHELLEY NETHERWOOD
LESSEE
DATE: 9/22/2014

ATTESTS:



WITNESS


WITNESS

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


BOARD OF COUNTY COMMISSIONERS
OKALOOSA COUNTY, FLORIDA



CHARLES K. WINDES, JR.
CHAIRMAN



ATTEST:



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

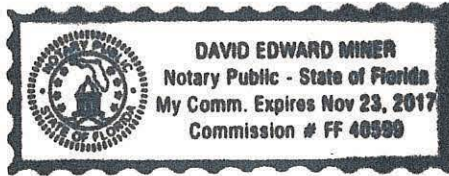


ACKNOWLEDGMENTS

STATE OF FLORIDA
COUNTY OF OKALOOSA

Before me, the undersigned officer duly authorized to take acknowledgments in the COUNTY and STATE aforesaid, personally appeared RAY NETHERWOOD 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 22 day of September, 2014, AD.



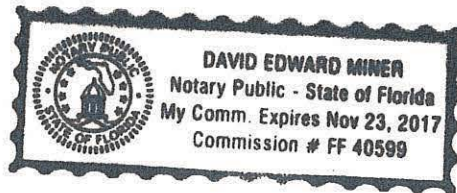
David Edward Miner
NOTARY

My Commission expires: November 23, 2017

STATE OF FLORIDA
COUNTY OF OKALOOSA

Before me, the undersigned officer duly authorized to take acknowledgments in the COUNTY and STATE aforesaid, personally appeared SHELLEY NETHERWOOD 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 22 day of September, 2014, AD.



David Edward Miner
NOTARY

My Commission expires: November 23, 2017



Customer No. 827358
Certificate No. A-000010067

CERTIFICATE of INSURANCE

0296

This certificate is issued to

Okaloosa County
602 C N Pearl St
Crestview, FL 32536

On behalf of Named Insured Flying BS LLC.
291 SCENIC GULF DR PH 1800
MIRAMAR BEACH, FL 32550-7137

Insurer U.S. Specialty Insurance Company

Issuing Insurer Policy No. SA00153764

Policy Period June 8, 2014 to June 8, 2015

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

Additional Coverages or Agreements

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

This certificate is issued for information purposes only. It certifies that the policies listed in this document have been issued to the Named Insured. It does not grant any rights to any party nor can it be used, in any way, to modify coverage provided by such policies. Alteration of this certificate does not change the terms, exclusions or conditions of such policies. Coverage is subject to the provisions of the policies, including any exclusions or conditions, regardless of the provisions of any other contract, such as between the Certificate Holder and the Named Insured. Notice is hereby given that AOPA Insurance Services is not the Insurer hereunder and shall not be held liable for any loss or damage. Should any of the above described policies be cancelled before the expiration date thereof, the Issuing Insurer will endeavor to provide thirty (30) days advance notice to the Certificate Holder, but failure to do so shall impose no obligation or liability or any kind upon the Insurer, its agents or representatives.

Date of Issue: August 19, 2014

By: *Brenda J. Jennings*
Authorized Representative

ASSIGNMENT OF LEASE

This ASSIGNMENT OF LEASE FOR HANGAR SPACE, fully executed this 11th day of June, 2007, by and between BILLY E. LOFLIN, (hereinafter referred to as the "FIRST PARTY") and RAY AND SHELLEY NETHERWOOD, (hereinafter referred to as the "SECOND PARTY").

WITNESSETH:

WHEREAS, the FIRST PARTY entered into a original lease dated February 11, 2002 consisting of ONE THOUSAND TWO HUNDRED FIFTY (1,250) square feet at the Ft. Walton Beach/Destin Airport, with a current expiration date of January 14, 2022.

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 1 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) hangar for the storage of individually-owned/corporate-owned aircraft at the aforesaid location. Additional aircraft may be stored in the hangar with proper notice to the COUNTY provided that proof of required insurance coverage is provided to the COUNTY.

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

SECTION 1: TERM

This lease shall expire on January 14, 2022.

SECTION 2: AIRCRAFT OWNERSHIP

LESSEE shall provide written confirmation to the COUNTY of proof of ownership of individually-owned/corporate-owned aircraft to be stored pursuant to this LEASE. In the event LESSEE's aircraft is sold, LESSEE shall have one year to replace said aircraft; otherwise this lease shall be voided at the COUNTY's discretion.

L07-0296-AP15-115
LESSEE: RAY & SHELLEY NETHERWOOD
DAP LOT 1/BLOCK 8
EXPIRES: 1/14/2022

SECTION 3: IMPROVEMENTS TO COUNTY

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

SECTION 4: BUILDING, ALTERATIONS, AND PERMITS

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

SECTION 5: RENTALS

a. GROUND LEASE:

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 Airports Director, Okaloosa County Airports, 1701 Highway 85 North, Eglin Air Force Base, Florida, 32542-1413. The lease includes ONE THOUSAND THREE HUNDRED TWENTY EIGHT (1,250) square feet at ONE DOLLAR AND SIXTY (\$1.62) cents per square foot per year for a total annual cost of TWO THOUSAND THIRTY DOLLARS AND TWELVE CENTS (\$2,030.12) plus tax.

b. LEASE CREDITS:

LESSEE shall be allowed 100 percent credit against this ground lease for the amount of invested capital for taxiway and apron improvements for general public use when agreed to by the COUNTY.

c. PAYMENT EFFECTIVE DATE:

LESSEE shall deliver to the Airports Director plans and specifications required by the COUNTY for building permit approval no later than 90 days from the effective date specified in Section 1 above. Payment on this lease shall begin the first day of the month following approval by the COUNTY of said plans and specifications.

d. LATE CHARGES:

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

SECTION 6: ESCALATION CLAUSE:

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

SECTION 7: UTILITIES

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

SECTION 8: RIGHTS OF LESSOR

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

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

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

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

SECTION 9: COMPLIANCE WITH GOVERNMENTAL PROCEDURES

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

SECTION 10: CARE OF LEASED PREMISES

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

SECTION 11: MAINTENANCE IN LEASED PREMISES

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

SECTION 12: TAXES

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

SECTION 13: ASSIGNMENT AND SUBLEASE

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

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

SECTION 14: INSPECTION ON ASSIGNMENT

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

SECTION 15: RISK OF LOSS OR DAMAGE TO HANGAR

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

SECTION 16: RIGHTS OF ENTRY RESERVED

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

SECTION 17: INSURANCE

a. LIABILITY:

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

b. PROPERTY:

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

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

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

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

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

SECTION 18: NOTICES

Any and all notices to be given under this LEASE may be served by enclosing the same in a sealed envelope and directed to the other party at its address and deposited in the mail as first class mail with postage therein paid. When so given, such notice shall be effective from the date of mailing. Unless otherwise provided in writing by the parties hereto, the address of the AIRPORT DIRECTOR is as follows: Okaloosa County Airports, 1701 Highway 85 North, Eglin Air Force Base, Florida 32542-1413. The address of the LESSEE is: Ray & Shelley Netherwood, 291 Scenic Gulf Drive, PH 1800, Miramar Beach, Florida 32550.

SECTION 19: HOLD HARMLESS

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

SECTION 20: BINDING NATURE OF LEASE

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

SECTION 21: PROHIBITED ACTIVITY

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

SECTION 22: COMMERCIAL ACTIVITY PROHIBITED

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

SECTION 23: RESTRICTIONS ON MECHANIC'S LIENS

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

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

SECTION 24: TERMINATION BY LESSOR

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

SECTION 25: NON-DISCRIMINATION

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

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

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

SECTION 26: PLACE OF PAYMENTS

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

AIRPORTS DIRECTOR
OKALOOSA COUNTY AIRPORTS
1701 HIGHWAY 85 NORTH
EGLIN AFB, FLORIDA 32542-1413

SECTION 27: CONSTRUCTION AND APPLICATION OF TERMS

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

SECTION 28: LEGAL DESCRIPTION

Block 8 Lot 1: Commence at the NAIL & DISK "PBSJ LB24", North American Datum 1983 (NAD83), adjustment of 1999, Florida North Zone with a State Plane Coordinates of X=1347219.83, Y=513328.20, located at the terminal end of the Taxiway Echo Control Baseline. Thence run N53°06'31"East, along said Taxiway Echo Control Baseline as monumented, for a distance of 545.99 feet to a point on the existing centerline of Runway 14/32; Thence run N36°52'26"W, along the said centerline of Runway 14/32, for a distance of 2355.77 feet; Thence leaving said centerline of Runway 14/32, run S53°11'40"W, for a distance of 755.63 feet; Thence run N36°48'20"W, for a distance of 41.45 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING, continue N36°48'20"W for a distance of 21.10 feet; Thence run N53°11'40"E, for a distance of 42.60 feet; Thence run S36°48'20"E for a distance of 21.10 feet; Thence run S53°11'40"W for a distance of 10.55 feet; Thence run S36°48'20"E, for a distance of 20.35 feet; Thence run S53°11'40"W, for a distance of 21.10 feet; Thence run N36°48'20"W, for a distance of 20.35 feet; Thence run S53°11'40"W, for a distance of 10.95 feet to the POINT OF BEGINNING.

SECTION 29: RENEWAL OF LEASE

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

a. OPTION TERM:

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

b. RENT:

Rent for the additional term shall be established by an independent appraisal conducted by the COUNTY. If LESSEE does not agree with the rental fee established as a result of the

independent appraisal, the option to renew shall be null and void and this lease shall terminate. Adjustments will be based upon the provisions of SECTION 7: ESCALATION.

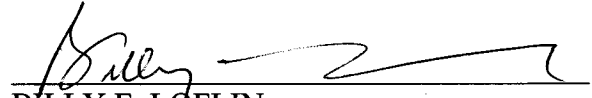
c. NOTICE:

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


SECTION 30: ENTIRE LEASE

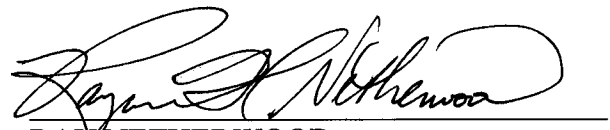
This LEASE consists of the following: Sections 1 to 30. It constitutes the entire LEASE of the parties on the subject matter hereof and may not be changed, modified, discharged, or extended except by written instrument duly executed by COUNTY and LESSEE.

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


BILLY E. LOFLIN
FIRST PARTY

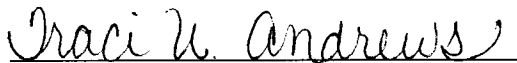
ATTESTS:


WITNESS


RAY NETHERWOOD
SECOND PARTY

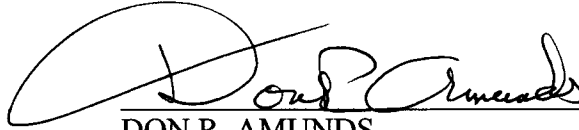

SHELLEY NETHERWOOD
SECOND PARTY

ATTESTS:

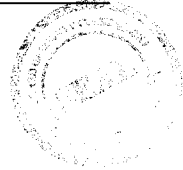

WITNESS

This Assignment of Lease is adopted this 11th day of June, 2007.

BOARD OF COUNTY COMMISSIONERS
OKALOOSA COUNTY, FLORIDA



DON R. AMUNDS
CHAIRMAN



ATTEST:



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



ACKNOWLEDGMENTS

STATE OF ~~FLORIDA~~ *North Carolina*
COUNTY OF ~~OKALOOSA~~ *Randolph*

Before me, the undersigned officer duly authorized to take acknowledgments in the COUNTY and STATE aforesaid, personally appeared BILLY E. LOFLIN 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 April, 2007, AD.

Traci U. Andrews
NOTARY

My Commission expires: 4/14/2008

STATE OF ~~FLORIDA~~ *North Carolina*
COUNTY OF ~~OKALOOSA~~ *Randolph*

Before me, the undersigned officer duly authorized to take acknowledgments in the COUNTY and STATE aforesaid, personally appeared RAY & SHELLEY NETHERWOOD who, under oath, deposes and says that they are authorized to execute contracts and lease agreements and that they executed the foregoing instrument for the uses and purposes contained therein.

Sworn and subscribed before me this 5 day of April, 2007, AD.

Traci U. Andrews
NOTARY

My Commission expires: 4/14/2008