

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 06/09/2022
Contract/Lease Control #: L07-0296-AP
Procurement#: NA
Contract/Lease Type: REVENUE
Award To/Lessee: GULF AIR SOUTH, LLC
Owner/Lessor: OKALOOSA COUNTY
Effective Date: 01/04/2022
Expiration Date: 01/14/2042
Description of: 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: BCC RECORDS

SUBLEASE: DR. JOHN COLLINS

CONTRACT: L07-0296-AP
GULF AIR SOUTH, LLC
BLOCK 8 LOT 1
EXPIRES:01/14/2042

CONSENT OF SUBLEASE

**Lease Agreement L07-0296-AP
Gulf Air South, LLC and Okaloosa County, Florida**

WHEREAS, Okaloosa County, Florida (hereinafter the "County") and Gulf Air South, LLC. (hereinafter "Lessee"), entered into an agreement (L07-0296-AP) on September 17, 2019, which expires on January 14, 2042, to occupy hangar space in Block 8, Lot 1 at the Destin Executive Airport (DTS), 1001 Airport Road Destin, FL 32541 ("Lease"); and

WHEREAS, Lessee has requested to enter into a Sublease Agreement with Dr. John Collias and a copy of the Sublease was delivered to County; and

WHEREAS, Section 22 of the Lease states in part, "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 the County".

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:

1. The above captioned recitals are true and correct.
2. County consents to Gulf Air South, LLC sublease with Dr. John Collias.
3. Gulf Air South, LLC and Dr. John Collias do hereby agree that County's consent to the execution and delivery of the Sublease shall in no way constitute a modification of the Lease; and, further, that said Sublease is and shall remain inferior to the Lease.

(The remainder of this page intentionally left blank)

IN WITNESS WHEREOF, County acknowledges and consents to the sublease as of the day and year first written.

OKALOOSA COUNTY, FLORIDA

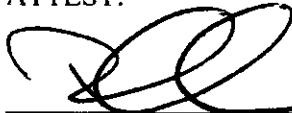


Mel Ponder
Chairman, Board of County Commissioners



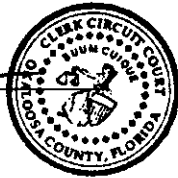
Date: JUN 07 2022

ATTEST:



For

J.D. Peacock II
Clerk of Circuit Court



SUBLEASE AGREEMENT

This SUBLEASE AGREEMENT (hereinafter referred to as this "Agreement"), dated 04/01/2022 (the "Effective Date"), by and between Gulf Air South, LLC whose address is 522 Norriego Rd, Destin, Florida 32541 (hereinafter referred to as the "Sublessor") and Dr. John Collias (hereinafter referred to as the "Sublessee"). A copy of the original lease (the "Lease") is attached to this Agreement and is incorporated herein. The Sublessee agrees to comply with all the terms and conditions of the Lease.

PREAMBLE:

WHEREAS, the Landlord is the owner or manager of the real property located at L07-0296-AP, Block 8 Lot 1 At Destin Executive Airport, Destin, Florida 32541 (hereinafter referred to as the "Premises"); and

WHEREAS, the Sublessor has the consent of the Landlord and wishes to sublease the above-mentioned Premises to the Sublessee upon the terms and conditions contained in this Agreement; and

WHEREAS, the Sublessee wishes to sublease the above-mentioned Premises from Sublessor upon the terms and conditions contained herein;

NOW, THEREFORE, in consideration of all of the mutual promises and covenants set forth herein, the Landlord, Sublessor and Sublessee agree as follows:

TERM

The term of this Agreement shall be for a period of 6 months, commencing on 04/01/2022, unless otherwise stipulated herein.

DELAY IN COMMENCEMENT OF SUBLEASE

In the event that the Sublessor is not able to deliver possession of the Premises to the Sublessee on the aforementioned commencement date, the Sublessor shall not be held liable, nor shall such failure affect the validity of this Agreement or obligations hereunder or extend the term thereof, but in such case as a delay in commencement should occur, the Sublessee shall not be obligated to pay any rent until such time as the Sublessee takes possession of the Premises.

In the event that the Sublessor does not deliver possession of said Premises to the Sublessee within sixty (60) days from the aforementioned commencement date, the Sublessee may, at their sole discretion, by way of written notice to the Sublessor, cancel this Agreement, at which time the parties shall be discharged and released from any and all obligations associated with this Agreement.

MONTHLY LEASE AMOUNT

The Sublessee shall pay to the Sublessor a monthly rental amount of \$1,300.00 on the First day of each month for the duration of the lease term. Upon the signing of this Agreement, the Sublessee shall pay to the Sublessor the first month's rent. **Gulf Air South, LLC will continue to pay the hangar rental bill from Okaloosa County Airports.**

All future monthly payments shall be hand delivered or mailed to the Sublessor at the address set forth in the preamble or to such other person or place as the Sublessor may designate in writing.

UTILITIES, HEATING & A/C and INSURANCE

sublessor shall be responsible for arranging and paying for all utility services required on the Premises.

Gulf Air South, LLC will continue to pay the hangar rental bill from Okaloosa County Airports.

Sublessee will provide insurance coverage on the stored airplane and any other contents in a form satisfactory to sublessor and Okaloosa County Airports.

USE OF PREMISES

The Sublessee shall have complete use and control of the Premises for the duration of this Agreement. The Premises shall be used and occupied exclusively by the Sublessee, and no part of the Premises shall be used at any time during the term of this Agreement by the Sublessee for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private aircraft storage facility and in fully compliance with the overarching Lease Agreement. The Sublessee shall comply with any and all laws, ordinances, rules and orders of any and all governmental or quasi-governmental authorities affecting the cleanliness, use, occupancy and preservation of the Premises.

The Sublessee shall not keep on the Premises any item of a dangerous, flammable or explosive character that might unreasonably increase the danger of fire or explosion on the Premises or that might be considered hazardous or extra hazardous by any responsible insurance company.

CONDITION OF PREMISES

The Sublessee acknowledges that the Premises are in good repair and in safe and clean condition.

LEAD-BASED PAINT DISCLOSURE

This property was built before 1978. Structures built before 1978 may contain lead-based paint. Lead paint, paint chips and dust can cause health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords and lessors must disclose the presence of lead-based paint hazards in the dwelling. Lessees must also receive a federally-approved pamphlet on lead poisoning prevention. The Landlord has no knowledge regarding the presence of lead-based paint on the Premises.

WASTE, NUISANCE OR UNLAWFUL USE

The Sublessee shall not cause or allow waste on the Premises, or maintain or permit to be maintained a nuisance on the Premises, or use or permit the Premises to be used in an unlawful manner.

ATTORNEY'S FEES

If any legal proceeding is brought for the enforcement of this Agreement, or because of an alleged breach, default or misrepresentation in connection with any provision of this Agreement or other dispute concerning this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorney's fees incurred in connection with such arbitration or legal proceeding. The term "prevailing party" shall mean the party that is entitled to recover its costs in the proceeding under applicable law, or the party designated as such by the court.

REDECORATION OR ALTERATIONS

The Sublessee shall not redecorate or make any alterations to the Premises, in any way, that would constitute the making of alterations, or repaint the walls or woodwork, without first obtaining Sublessor's written consent to the alterations or redecoration.

BINDING EFFECT

This Agreement shall inure to the benefit of and be binding on the heirs, successors, executors, administrators and assignees of the parties.

GOVERNING LAW

This Agreement shall be governed, construed and interpreted by, through and under the laws of the State of Florida.

AGE OF MAJORITY

The Sublessee states and warrants that they are of the age of majority, being of the age of 18 or older, and have the legal capacity to enter into this Agreement.

ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the parties, replacing all other written and/or previous agreements.

SEVERABILITY

The parties acknowledge that this Agreement is reasonable, valid and enforceable. However, if any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, it is the parties' intent that such provision be changed in scope by the court only to the extent deemed necessary by that court to render the provision reasonable and enforceable and the remainder of the provisions of this Agreement will in no way be affected, impaired or invalidated as a result.

EFFECT OF TITLE AND HEADINGS

The title of the Agreement and the headings of its Sections are included for convenience and shall not affect the meaning of the Agreement or the Section.

WAIVER

The waiver of any breach or violation of any term or condition hereof shall not affect the validity or enforceability of any other term or condition, nor shall it be deemed a waiver of any subsequent breach or violation of the same term or condition. No waiver of any right or remedy under this Agreement shall be effective unless made in writing and executed by the party so to be charged. The rights and remedies of the parties to this Agreement are cumulative and not alternative.

AMENDMENT

This Agreement may only be changed or supplemented by a written amendment, signed by authorized representatives of each party.

INTERPRETATION

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

COUNTERPARTS

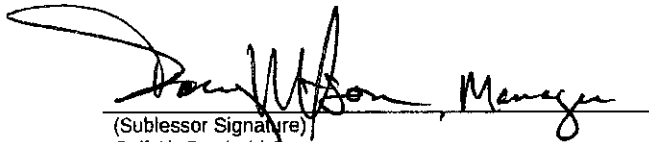
This Agreement may be executed in counterparts. Facsimile signatures are binding and are considered to be original signatures.

Sublessee shall within 10 days of signing, complete the airport driving course.

EMERGENCY CONTACT INFORMATION

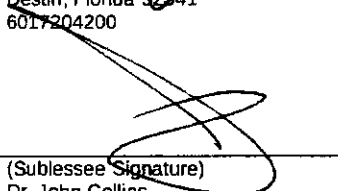
If during the sublease, any issues or problems arise with the Premises, the Sublessee agrees to contact Doug Wilson at the telephone number of 601-720-4200.

IN WITNESS WHEREOF, the parties hereby execute this Agreement:

 *Doug Wilson, Manager*

(Sublessor Signature)
Gulf Air South, LLC
522 Norriego Rd
Destin, Florida 32541
601-720-4200

3/31/2022
(Dated)


(Sublessee Signature)
Dr. John Collias
Driver's License or ID
Number: _____

3/31/2022
(Dated)

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

Procurement/Contract/Lease Number: LOT-0296AP Tracking Number: 457722
Procurement/Contractor/Lessee Name: Gulf Air Saudi Grant Funded: YES NO
Purpose: sublease to Dr. John Collins
Date/Term: 1-14-2042
Department #: MA
Account #: MA
Amount: _____
Department: Airport Dept. Monitor Name: Stacy

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

Purchasing Review

Procurement or Contract/Lease requirements are met:
DeRita Mason Date: 4-7-22
Purchasing Manager or designee Jeff Hyde, DeRita Mason, Jessica Darr, Angela Etheridge

2CFR Compliance Review (if required)

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

Risk Management Review

Approved as written: _____ Date: _____
See email attached Date: 4-7-22
Risk Manager or designee Kristina LoFria

County Attorney Review

Approved as written: _____ Date: _____
See email attached Date: 4-19-22
County Attorney Lynn Hoshihara, Kerry Parsons or Designee

Department Funding Review

Approved as written: _____ Date: _____

IT Review (if applicable)

Approved as written: _____ Date: _____

DeRita Mason

From: Kristina LoFria
Sent: Thursday, April 7, 2022 4:37 PM
To: DeRita Mason
Subject: RE: Coordination--Gulf Air South

DeRita,

Good afternoon, this is approved by Risk Management for insurance purposes.

Thank You

Kristy LoFria

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



For all things Wellness please visit:

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

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

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

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

From: DeRita Mason <dmason@myokaloosa.com>
Sent: Thursday, April 7, 2022 4:00 PM
To: Lynn Hoshihara <lhoshihara@myokaloosa.com>
Cc: Kerry Parsons <kparsons@myokaloosa.com>; Kristina LoFria <klofria@myokaloosa.com>
Subject: FW: Coordination--Gulf Air South

Good afternoon,
Please review and approve the attached.

DeRita Mason

From: Lynn Hoshihara
Sent: Tuesday, April 19, 2022 4:26 PM
To: DeRita Mason
Cc: Kerry Parsons; Allyson Oury; Pamela Ryon
Subject: Re: Coordination--Gulf Air South

The consent that was sent earlier is approved. If the parties agree to remove the County from the sublease agreement, the following changes still need to be made:

1. Under the "Use of Premises" it states the sublessee can only use and occupy the premises as a private residential dwelling. Surely we are not allowing someone to live in an airplane hangar. That entire section needs to be revised and it also needs to expressly state that the sublessee shall utilize the Premises in compliance with the terms and conditions of the Lease.
2. "REDOCORATION" needs to be changed to "REDECORATION."

Lynn M. Hoshihara
County Attorney
Okaloosa County, Florida

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
Sent: Tuesday, April 19, 2022 9:45 AM
To: Lynn Hoshihara
Cc: Kerry Parsons; Allyson Oury; Pamela Ryon
Subject: FW: Coordination--Gulf Air South

See below from Allyson.

DeRita Mason



AIRCRAFT INSURANCE POLICY COVERAGE SUMMARY PAGE

This page, the policy provisions, and the endorsements attached, completes this policy at its inception.

Policy number LP 006371844-01 Issued by: NATIONAL UNION FIRE INSURANCE CO. OF PITTSBURGH, PA
1271 AVE OF THE AMERICAS FL 37, NEW YORK, NY
10020-1304

Item 1. Your Name and Address: COASTAL COSMETIC AND IMPLANT DENTISTRY LLC
1381 FOREST SHORE DRIVE
MIRAMAR BEACH, FL 32550, USA

Item 2. Policy Period: From August 27, 2021 to August 27, 2022
Beginning and ending at 12:01 a.m. standard time at the address shown in Item 1. above.

Item 3. Coverage only applies as indicated by a specific limit, premium and deductible

	Limits of Liability	Premiums
A. Aircraft Liability Single Limit for Bodily Injury and Property Damage <u>in</u> cluding Passengers, but Passenger Bodily Injury Limited within the Single Limit to	\$ <u>1,000,000</u> each occurrence	\$ 622.
B. Medical Expense <u>in</u> cluding crew	\$ <u>100,000</u> each passenger	
C. Physical Damage to Your Aircraft	\$ <u>10,000</u> each passenger	\$ 0

ID Number	Year	Make and Model	Agreed Value	Coverage Type and Deductibles			
				Not-in-Motion	Not-in-Flight	Flight	
N7542V	1976	CESSNA 177RG	\$ 150,000	\$ 0	\$ 0	\$ 0	5,293
			\$	\$	\$	\$	
			\$	\$	\$	\$	
			\$	\$	\$	\$	
			\$	\$	\$	\$	
			\$	\$	\$	\$	

Endorsements: LAD01-NU 02/12, LAD180, LAD1541, AVN48B, UE1066, AVN38B, AV882, AVN46B, 125595, LAD857, UE858, LAD23, UE38, UE2000A, UE2001A, UE1437, SE52137, 74825, UE1268 1.

State and Local Premium Taxes and Surcharges: \$ 0.00

Total Premium \$ 5,918.00

Item 4. The aircraft will be used only for Business and Pleasure use.

Item 5. While the aircraft is in flight it will be piloted only by the person(s) meeting the provisions of the "Pilot Endorsement".

Producer **ASSURED PARTNERS DBA APA INSURANCE**
A00092 P.O. BOX 578, FREDERICK, MD 21708

Countersigned _____

At _____

By _____
(Authorized Representative)

Approved By *[Signature]*
(Authorized Representative)

LAD03 (10/18)

Page One

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Owner: Dr. John Collins