

CERTIFICATE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY) 12/04/2020

RODU	CER		CONTACT NAME			
	Risk Services Central, I	nc.	PHONE (A/C. No. Ext):	(866) 283-7122	FAX (A/C. No.): (800)	363-0105
600	eapolis MN Office West 83rd Street		E-MAIL ADDRESS:			· · · · · · · · · · · · · · · · · · ·
200	Tower, Suite 1100 eapolis MN 55437 USA			#: 570000069715		
	eapoints min Jonatio Con		destoinentie		FFORDING COVERAGE	NAIC #
VSURI			INSURER A:	Pacific Employ	vers Ins Co	22748
	ce Aviation, LLC		INSURER B:		· · · · · ·	
	Judge Leon Ford Drive		INSURER C:	·····		
amm	ond LA 70401 USA		INSURER D: INSURER E:			
			INSURER F:			
co	VERAGES	CERTIFICATE NUMBER	570085120163		EVISION NUMBER:	
RE: 00-2 TH INI	1001 Airport Road, Desti s-22-0000-0007-0000. IS IS TO CERTIFY THAT THE F DICATED. NOTWITHSTANDING RETIFICATE MAY BE ISSUED O	OPERTY (Attach ACORD 101, Additional Remarks Sc n, FL 32541 - That certain Har POLICIES OF INSURANCE LISTED BE ANY REQUIREMENT, TERM OR CO N MAY PERTAIN, THE INSURANCE	ngar Space known as ELOW HAVE BEEN ISSU NDITION OF ANY CONT AFFORDED BY THE PO	Block 4, Lot 1, ED TO THE INSURE RACT OR OTHER I LICIES DESCRIBEI	ED NAMED ABOVE FOR " DOCUMENT WITH RESPI	ECT TO WHICH THIS
EX NSR	CLUSIONS AND CONDITIONS	OF SUCH POLICIES. LIMITS SHOWN	POLICY EFFECTIVE	ED BY PAID CLAIN POLICY EXPIRATION DATE (MM/DD/YYYY)	COVERED BRODERTY	LIMITS
A	X PROPERTY	PRTP07025300	12/01/2020	12/01/2021	X BUILDING	\$200,0
	CAUSES OF LOSS DEDUCTIBLES				PERSONAL PROPERTY	
	BASIC BUILDING	4			BUSINESS INCOME	
	BROAD \$1,00	0			EXTRA EXPENSE	
	CONTENTS				RENTAL VALUE	
		4			BLANKET BUILDING	
	EARTHOUAKE	4			BLANKET PERS PROP	
	FLOOD				BLANKET BLDG & PP	
	12000					
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	INLAND MARINE	TYPE OF POLICY				
	CAUSES OF LOSS					
	NAMED PERILS	POLICY NUMBER				
	CRIME					ļ
	TYPE OF POLICY					
	BOILER & MACHINERY /					
	EQUIPMENT BREAKDOWN	1				
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ພາກ	d/weil coverage is Exclu	S(ACORD 101, Additional Remarks Schedule, n ded for Location 1001 Airport t may appear with respects to	Road, Destin, FL 32	541. GBB RE. LU	C and Okaloosa Count	y are listed as
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	Okaloosa County 5479 A Old Bethel (BED POLICIES BE CANCELLED E DELIVERED IN ACCORDAN	
i.	5479 A Old Bethel Crestview FL 32536	kuau USA	AUTHORIZED REPR		r Risk Services	Contral, In

EXPIRES: 12/28/2021

					AGENCY CUS		00069715
AC	CORD	ADDITIONAL	RE	MAF	RKS SCHE		Page _ of _
AGEN	Risk Services Central				NAMED INSURED		
POLI	CY NUMBER				Pierce Aviatio	n, LLC	
See		570085120163	NAIC C	ODE			
See	Certificate Number:	570085120163		[EFFECTIVE DATE:		
	DITIONAL REMARKS						
	S ADDITIONAL REMARKS FOR RM NUMBER: ACORD 24	ORM IS A SCHEDULE TO A FORM TITLE: Certificate			ance		
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[INSURER(S) AFFORDING	G COVERAGE		NAIC #	-		
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	lf	a policy below does not inclu	ude limit	informa	tion, refer to the co	rresponding policy on	the ACORD
ADI		rtificate form for policy limit				1 21 3	
Lawren I	TYPE OF INSURANCE	The second second	DOLICIUM	PINE CONTRACTO	POLICY EXPIRATION		
INSR LTR		POLICY NUMBER	POLICY E DATE (MM	DD/YYYY		COVERED PROPERTY	LIMITS
	PROPERTY						
A		PRTP07025300	12/01/2	2020	12/01/2021	Deductible	\$1,000
		}					
					[
					}		

CORD	AD	DITIONAL	. REMA	RKS SC		Page _ of
GENCY on Risk Service	es Central, Inc.			NAMED INSURED		
OLICYNUMBER Gee Certificate	· · · · · · · · · · · · · · · · · · ·	5120163		- Pierce Avia	ition, LLC	
ARRIER			NAIC CODE	-		
ee Certificate		5120163	<u> </u>	EFFECTIVE DATE:		
HIS ADDITIONAL F	TEMARKS FORM IS	A SCHEDULE TO A	CORD FORM,			
ORM NUMBER: /	ACORD 24 FORM	TITLE: Certificate	of Property Ins	urance		
		S	chedule Lim	it		
cation: 002, Bu cation: 001, Bu cation: 001, Bu	ilding No: 001 ilding No: 001 ilding No: 002	Building: \$206 Building: \$545 Building: \$226	,000; Persor ,900; Persor ,600; Persor	al Property: al Property: al Property:	\$20,000; Deductib] \$70,000; Deductib] \$50,000; Deductib]	e: \$1,000 e: \$1,000 e: \$1,000

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date:	10-06-2017
Contract/Lease Control #	: <u>L08-0321-AP</u>
Procurement#:	NA
Contract/Lease Type:	LEASE
Award To/Lessee:	PIERCE AVIATION, LLC
Owner/Lessor:	OKALOOSA COUNTY
Effective Date:	10/04/2017
Expiration Date:	09/30/2033
Description of Contract/Lease:	DAP BLOCK 4/LOT 1
Department:	AP
Department Monitor:	STAGE
Monitor's Telephone #:	850-651-7160
Monitor's FAX # or E-mail:	<u>TSTAGE@CO.OKALOOSA.FL.US</u>

Closed:

Cc: Finance Department Contracts & Grants Office

EXHIBIT B

CONTRACT & LEASE AGREEMENT CONTROL FORM

Date:

5/12/15

Contract/Lease Control #: L08-0321-AP

Bid #: N/A

Contract/Lease Type: REVENUE

Award to/Lessee: AOL-to-PhilRobbins/ DBA Armade Systems

Lessor: OKALOOSA COUNTY

Effective Date: 8/20/2008

Amount: \$800.00

Term/Expires: 9

9/32/2033. BUC approved

Description of Contract/Lease: DAP LOT 1/BLOCK 4 GENERIC LEASE

Department Manager: AIRPORT

Department Monitor: G. DONOVAN

Monitor's Telephone #: 651-7160

Monitor's Fax #: 651-7164

Date Closed:

LEASE REPLACES LEASE # L177

ACORD CERTIFICATE OF AVIATION LIABILITY INSURANCE							9	DATE (MM/DD/YYYY) 9/29/2020					
BELOW. TH	IS CERTIFI		ED AS A MATTER C AFFIRMATIVELY OR TE OF INSURANCE DUCER, AND THE CE	DOE	SATIVEL S NOT	CONSTIT	D. EXTE	ND OR ALTER	THE COVERA	GE AFFOR	DED I	TH YE	E POLICIES
the terms and	d conditions	s of	the holder is an ADD the policy, certain po uch endorsement(s).	ITIOI	NAL INS is may re	URED, the equire an	e policy endorse	(ies) must be en ement. A stateme	dorsed. If SL ent on this ce	BROGATION	N IS W	AIVE	D, subject to rights to the
PRODUCER							CONTA NAME:	ACT John Geise	n				
AON Risk Se			al Inc.				PHONE			FA	X C, No):		
5600 W 83rd	St Ste 11	00					E-MAIL ADDRE	o Extl:		LIA	C, NO):		
Minneapolis,	MN 5543	7					PRODU	JCER MER ID #:					
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INSURED							-		AFFORDING COV	ERAGE		%	NAIC #
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			pective interests ma	y ap	pear.		INSURI						
1101 Judge Leo		ad					INSURI						
Hammond, LA 7		TT		ANIC	E LIOTED	DELOW	INSURI						
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LEGAL LIABILITY		X	IN FLIGHT	L	1		\$15,0	00,000	EA AIRCRAFT	\$15,000,00	00		EAOCC
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Destin-Fort W	lalton Bea	ach	f County Commis Airport Administr					ORDANCE WITH TH					IN
1701 State Ro	oad 85 N						AUTHOR	ZED REPRESENTATI	VE				
Eglin AFB, FL	32542-14	498	l.				Contraction and the						
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ACORD 20 (2009/12)

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ACORDs provided by Forms Boss. www.FormsBoss.com; (c) Impressive Publishing 800-208-1977



Certificate of Insurance

QBE The Americas

This is to certi (Certificate Ho	•	Okaloosa County Board of County C Destin-Fort Walton Beach Airport Ad 1701 State Road 85 N Eglin AFB, FL 32542-1498			
The following have been iss		Pierce Aviation, LLC and any subsid or entities now in existence or herea as their respective interests may app 1101 Judge Leon Ford Road	iter formed or acquired join	ntrolled companies itly or severally,	
		Hammond, LA 70401			
POLICY INFO	RMATION				
Aircraft Polic	y No.	QAV0004790			
Policy Period:	This Coverage Is	Effective 12:01 A.M.	From:	October 1, 2020	To: October 1, 2021
Policy Territor	v: Worldwide			000000 1,2020	
		surance Corporation			
LIABILITY CO				Limits of Liability	
		~	Each Person		Each Occurrence
[Bodily Injury		\$		\$
 	Property Dam	200	\$		\$
	Passenger B		\$		\$
×		ncluding Pass.	-		\$ 5,000,000
F		ability Limited to:	\$		
L		ability Enlined to.	\$		\$
Description of	Aircraft		Physical Damage Cover	······	All Risks Ground and In-Flight
FAA			Insured	uyo.	
Number	Year	Make & Model	Value	Ded	untibles (MIM/M)
N568PB	2007	Eclipse 500	\$900,000		uctibles (NIM/IM) 5,000 / \$ 25,000
NU00F D	2007		\$500,000	φ 2.	5,0007 \$ 20,000
THE CERTIFIC	CATE HOLDER	IS:			
	Included as Los	s Payee for Aircraft Physical Damage Covera	ge.		
	Breach of Warra	anty Coverage on Aircraft Physical Damage as	s their interest may appear not to	exceed 100% of the Inst	sured value
x	Included as an /	Additional Insured on Aircraft Liability Coverag	e but only with respects to the o	perations of the Named I	Insured.
	Provided a waiv	er of subrogation on aircraft physical damage	coverage but only with respects	to the operations of the	named insured.
·		, , , , , , , , , , , , , , , , , , ,	,	·····	
	_				
OTHER COVE	ERAGES / COND	DITIONS / REMARKS:			
X	This coverage	includes War Physical Damage Coverag	e and TRIA		
X	This coverage	includes War Liability Coverage and TRI.	A		
					
REMARKS:					
	mber (L08-0321-	AP)		· · · · · · · · · · · · · · · · · · ·	
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The Ametice A	Innegers have a	nade provision to give the certificate hold	ar 20 days (10 days for par p	w notice of concellati	on of one policy above:
		rs assume no responsibility for failure to p		uncate ques not chang	Ae
in any way the	actual coverage	es provided by the policy(ies) specified ab	ove.		
					
				Λ.	
Date of Issue:	11/17/20			e^{-2}	72
			By:		
			•	(Authorized Re	presentative)
				David	
				24410	

QBE North America 210 Interstate N. Parkway S.E. Suite 500 Atlanta, GA 30339

PROCUREMENT/CONTRACT/LEASE INTERNAL COORDINATION SHEET

Purpose: AOL to Pie	
Date/Term: $9/30/33$	
Amount: 13,627. 2 annually	2. □ GREATER THAN \$25,000
Department: <u>AP</u>	3. 🗌 \$25,000 OR LESS
Dept. Monitor Name:	e/Miner
	Purchasing Review
Procurement requirements are	met:
15	Date: 8/18/17
Burchasing Director or designee	Greg Kisela, DeRita Mason, Matthew Young
2	CFR Compliance Review (if required)
Approved as written:	
Grants Coordinator	Date: Renee Biby
	Risk Management Review
Approved as written:	
Kuptalti	Date: 8-22-17
Risk Manager or designee	Laura Porter or Krystal King
	County Attorney Review
Approved as written:	See Approval Dated
	Date:
County Attorney	Gregory T. Stewart, Lynn Hoshihara, Kerry Parsons or Designee
Fc	ollowing Okaloosa County approval:
	Contracts & Grants
Document has been received:	
	Date: Marcella Eubanks, Mindy Kovalsky, Ashley Endris rd:nated (2258-17/Attached) and assignce

на и 1 1 г.) Алга †

Matthew Young

From:	Parsons, Kerry <kparsons@ngn-tally.com></kparsons@ngn-tally.com>
Sent:	Sunday, August 20, 2017 5:54 PM
То:	Dave Miner; Matthew Young; DeRita Mason
Cc:	Lynn Hoshihara; Krystal King; Laura Porter; Stephanie Herrick; Lianne Clark
Subject:	RE: AOL Armada to Pierce

This is approved for legal purposes.

From: Dave Miner [mailto:dminer@co.okaloosa.fl.us]
Sent: Friday, August 18, 2017 1:41 PM
To: Matthew Young; DeRita Mason
Cc: Parsons, Kerry; Lynn Hoshihara; Krystal King; Laura Porter; Stephanie Herrick; Lianne Clark
Subject: AOL Armada to Pierce

Matthew:

Please send the attached AOL Armada to Pierce Aviation out for coordination. This was previously coordinated and they want to change the name of the company that the hangar lease will in from GBB RE, LLC to Pierce Aviation, LLC.

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."

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.

Dave Miner

From: Sent: To: Cc: Subject: Krystal King Wednesday, September 13, 2017 6:43 AM Dave Miner; Laura Porter Stephanie Herrick; Lianne Clark RE: COI AOL Armada to Pierce

The certificate meets the contract requirements.

Krystal King Okaloosa County Risk Management (850)689-5977 Fax (850)689-5973

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 email communication including your email address, may be subject to public disclosure.

From: Dave Miner Sent: Friday, September 08, 2017 7:20 AM To: Krystal King <kking@co.okaloosa.fl.us>; Laura Porter <lporter@co.okaloosa.fl.us> Cc: Stephanie Herrick <sherrick@co.okaloosa.fl.us>; Lianne Clark <lclark@co.okaloosa.fl.us> Subject: FW: COI AOL Armada to Pierce

Krystal:

If you could look at this one and the OCSO today would be great. I need these two for the next Board meeting.

Thank you and sorry for the rush.

Dave

From: Dave Miner

Sent: Thursday, August 24, 2017 4:57 PM To: Krystal King <<u>kking@co.okaloosa.fl.us</u>>; Laura Porter <<u>lporter@co.okaloosa.fl.us</u>> Cc: Stephanie Herrick <<u>sherrick@co.okaloosa.fl.us</u>>; Laura Porter <<u>lporter@co.okaloosa.fl.us</u>> Subject: COI AOL Armada to Pierce

Krystal:

Please review the attached COI for the assignment of lease from Armada Systems (L08-0321-AP) to Pierce Aviation, LLC 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."

2



CERTIFICATE OF AIRCRAFT INSURANCE

DATE (MM/DD/YYYY)

T100 4												7/19/2017
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.												
			•									
) If SUB	ROGATION IS WA	IVE	te holder is an ADD D, subject to the ter er rights to the cert	rms	and condi	itions of tl	he polic	y, certain policie	DITIONAL II s may requi	NSURED prov re an endorse	rísions or l ement. A s	e endorsed. tatement on
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H	ammond LA 70	401					INSURE	<u> </u>	•			·
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ACORD 21 (2016/03) The ACORD name and logo are registered marks of ACORD 36754194 | HeL | Master Certificate | Data Harrison | 7/19/2017 3:26:51 PM (EDT) | Page 1 of 3

AMED INSURED: erce Aviation, LLC 101 Judge Leon Ford F ammond LA 70401	· · · · · · · · · · · · · · · · · · ·		CERTIFICATE HOLDER: Okaloosa County 5479 A Old Bethel Road Crestview FL 32536	_	7/19/2017
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Aon (Minneapolis) 5600 West 83rd Stre	et 8200 Tower Suite	1100			
Minneapolis, MN 554	37	952.807.0643 312.381.0574			

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AGENCY CUSTOMER JD: H&L

LOC #:

ACORD

ADDITIONAL REMARKS SCHEDULE

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AGENCY		NAMED INSURED
Aon (Minneapolis)		I Pierce Aviation, LLC I 1101 Judge Leon Ford Road
POLICY NUMBER		Hammond LA 70401
BA-17-07-00129		
CARRIER	NAIC CODE	
StarNet Insurance Company	40045	EFFECTIVE DATE: 7/2/2017
ADDITIONAL REMARKS		
THIS ADDITIONAL REMARKS FORM IS A SCH	EDULE TO ACORD FORM.	

FORM NUMBER: 21 FORM TITLE: Certificate of Aircraft (03/16)

HOLDER: Okaloosa County

ADDRESS: 5479 A Old Bethel Road Crestview FL 32536

Additional Insured Provision: Tenant: It is agreed that the Certificate Holder is included as an Additional Insured under Aircraft Liability Coverages, but only as respects to the operations of the Named Insured, and only to the extent and scope of insurance coverages afforded to the Named Insured. Aircraft Liability shall apply to an Occurrence arising out of the aviation operations or maintenance or use of the Premises in or upon which the Aircraft is stored, but excluding any Occurrence which take place after the Named Insured ceases to be a tenant; and excluding all Losses resulting from Additional Insured's structural alteration, new construction or demolition operations; and excluding all Losses resulting from Additional Insured's failure to provide health care services.

The Company's rights of recourse: This Certificate does not provide coverage for the Additional Insured with respect to claims arising out of their legal liability as manufacturers, repairers, modification, suppliers or servicing agents and shall not operate to prejudice the Company's rights of recourse against the Additional Insured as manufactures, repairers, modification, suppliers or servicing agents where such rights of recourse would have existed had this Certificate not been affected under this policy.

Notwithstanding any requirements, terms or conditions of any contract or other document with respect to which the Certificate may be issued or may pertain, the Insurance afforded by the policy(ies) described herein is subject to all the terms, conditions, limits and exclusions of such policy.

The Company has made the provision to give the Certificate Holder prompt notice of cancellation of any policy above. But, the Company assumes no responsibility for failure to provide such notice. This Certificate does not change in any way the actual coverages provided by the policy(ies) specified above.

ACORD	

CERTIFICATE OF AVIATION LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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The ACORD name and logo are registered marks of ACORD

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ACORD 20 (2016/03)

AGENCY CUSTOMER ID: CGL

LOC #:

ADDITIONAL REMARKS SCHEDULE

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AGENCY		NAMED INSURED
Aon (Minneapolis)		Pierce Aviation, LLC 1101 Judge Leon Ford Drive
POLICY NUMBER		Hammond LA 70401
BA-17-10-00022		
CARRIER	NAIC CODE	
StarNet Insurance Company	40045	EFFECTIVE DATE: 10/1/2017
ADDITIONAL REMARKS		

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 20 FORM TITLE: Certificate of Aviation Liability (03/16)

HOLDER: Okaloosa County

ADDRESS: 5479 A Old Bethel Road Crestview FL 32536

Additional Insured Provision: Tenant: It is agreed that the 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 Aviation operations, subject to all policy terms, conditions and exclusions. Aviation general liability shall apply to an occurrence arising out of the aviation operations or maintenance or use of the premises, but excluding any occurrence which take place after the Named Insured ceases to be a tenant; and excluding all losses resulting from Certificate Holder's structural alteration, new construction or demolition operations; and excluding all losses resulting from Certificate Holder's failure to provide health care services.

The Company's rights of recourse: This Certificate does not provide coverage for the Additional Insured with respect to claims arising out of their legal liability as manufacturers, repairers, suppliers or servicing agents and shall not operate to prejudice the Company's rights of recourse against the Additional Insured as manufacturers, repairers, suppliers, or servicing agents where such rights of recourse would have existed had this Certificate not been effected under this policy.

Notwithstanding any requirements, terms or conditions of any contract or other document with respect to which the Certificate may be issued or may pertain, the Insurance afforded by the policy(ies) described herein is subject to all the terms, conditions, limits and exclusions of such policy.

The Company has made the provision to give the Certificate Holder prompt notice of cancellation of any policy above. But, the Company assumes no responsibility for failure to provide such notice. This Certificate does not change in any way the actual coverages provided by the policy(ies) specified above.



CERTIFICATE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY) 09/08/2017

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		sk Services Solis MN Of	Central, I fice	nc.	PHONE (A/C, No. Ext):	(866) 283-7122	FAX (A/C, No.); (800)	363-0105			
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ACORD 24 (2016/03)

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Contract # L08-0321-AP PIERCE AVIATION, LLC DAP BLOCK 4/LOT 1 EXPIRES: 09/30/2033

CONSENT TO ASSIGNMENT OF LEASE AND AMENDMENT L08-0321-AP PHIL ROBBINS/DBA ARMADA SYSTEMS HANGAR LEASE AT THE DESTIN EXECUTIVE AIRPORT

This Consent to Assignment of Lease and Amendment, made and entered into this<u>4th</u> day of <u>October</u>, 2017, hereby approves of the assignment between Phil Robbins/dba Armada Systems ("Lessee") and Pierce Aviation, LLC ("Assignee"), and amends Lease L08-0321-AP ("Lease Agreement"), dated January 3, 2013, by Phil Robbins/dba Armada Systems ("Lessee"), and Okaloosa County, Florida through its Board of County Commissioners (hereinafter the "County").

WITNESSETH:

WHEREAS, the County entered into a Lease Agreement, L08-0321-AP for Hanger Space Assignment of Lease with Phil Robbins/dba Armada Systems on January 3, 2013, Amendment Number One on May 11, 2015, Lease for Hangar Space Renewal on September 13, 2011, Assignment of Lease on November 18, 2008, Lease for Hangar Space Option on August 20, 2008, Assignment of Lease on October 16, 2001, Assignment of Lease on June 3, 1997 and Lease for Hangar Space on December 18, 1990 at the Destin Executive Airport with a current expiration date of September 30, 2033; and

WHEREAS, Lessee desires an Assignment of Lease from Phil Robbins/dba Armada Systems to Pierce Aviation, LLC; and

WHEREAS, in accordance with Section 14 of the Lease for Hangar Space Renewal, Lessee is required to obtain the County's consent prior to assigning its interest along with a payment of an Approval Fee of \$1,000.00 all conditions precedent 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 14 of L08-0321-AP, the County hereby consents to this assignment of the Lessee interest of Phil Robbins/dba Armada Systems to Pierce Aviation, 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

L08-0321-AP is hereby amended as follows:

1. Section 6a titled "Ground Lease" of L08-0321-AP, is deleted and replaced as follows:

Lessee shall pay in advance an annual ground lease fee established by an independent appraisal. The fee shall be adjusted in accordance with Section 7. The ground lease and applicable sales tax will be billed annually, in advance, and is payable to Okaloosa County. Okaloosa County Airports, 1701 State Road 85 North, Suite 1, Eglin AFB, Florida 32542-1498. This lease includes TWO THOUSAND FOUR HUNDRED EIGHTEEN (2,418) square feet at <u>ONE</u> <u>DOLLAR AND FIFTY CENTS (\$1.50</u>) per square foot per year for a total annual cost of <u>THREE THOUSAND SIX HUNDRED</u> <u>TWENTY SEVEN DOLLARS (\$3,627.00</u>) plus state sales tax and County non-ad valorem taxes.

2. Section 7 titled "Escalation Clause" of L08-0321-AP, 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).

3. Section 18c under Section 18 titled 'Insurance" of L08-0321-AP, is deleted and replaced as follows:

All aircraft liability and public liability coverage shall be endorsed to include Okaloosa County as Additional Insured. In addition, all insurance policies shall include a clause to provide thirty (30) days 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 Airports Administration, 1701 State Road 85 N, Suite 1, Eglin AFB, FL 32542-1498. On request, Lessee shall deliver an exact copy of the policy or policies including all endorsements. 4. Section 19 titled "Notices" of L08-0321-AP, is hereby deleted and replaced as follows:

Any and all notices to be given under this Lease may be served by enclosing the same in a sealed envelope and directed to the other party at its address and deposited in the mail as first class mail with postage therein paid. When so given, such notice shall be effective from the date of mailing. Unless otherwise provided in writing by the parties hereto, the address of the Airport Director is as follows: Okaloosa County Airports, 1701 State Road 85 North, Suite 1, Eglin Air Force Base, Florida 32542-1498. The address of Lessee is: Pierce Aviation, LLC, Erin P. Pierce, 1101 Judge Leon Ford Drive, Hammond, LA 70401.

5. 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 Carolyn N. K Date:

ATTEST:

LESSEE

Phil Robbins/dba Armada Systems 30 Date:

ATTEST:

Witness Desiree S Kina

ACKNOWLEDGMENTS

STATE OF FLORIDF COUNTY OF OKAL

Before me, the undersigned officer duly authorized to take acknowledgments in the COUNTY and STATE aforesaid, personally appeared PHIL ROBBINS 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 _____ day of __ ____, 2017, AD. Notary Public State of Florida Desiree S King My Commission FF 232469 Expires 07/04/2019 My Commission Expires:

Page 4 of 5 L08-0321-AP

ASSIGNEE

Pierce Aviation, LLC

Erin P. Pierce Date:

ATTEST:

ystal ILFONTENDO Witness Kerri D. Doss

ACKNOWLEDGMENTS

STATE OF Louisand

Before me, the undersigned officer duly authorized to take acknowledgments in the COUNTY and STATE aforesaid, personally appeared ERIN P. PIERCE 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 <u>5</u> day of <u>September</u>, 2017, AD.

Velenterson

My Commission Expires: At deas

Page 5 of 5 L08-0321-AP

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date:	06-27-2017
Contract/Lease Control #	: <u>L08-0321-AP</u>
Bid #:	NA
Contract/Lease Type:	LEASE
Award To/Lessee:	PHIL ROBBINS/DBA ARMADA SYSTEMS
Owner/Lessor:	OKALOOSA COUNTY
Effective Date:	08/20/2008
Expiration Date:	09/30/2033
Description of Contract/Lease:	DAP BLOCK 4/LOT 1
Department:	AP
Department Monitor:	STAGE
Monitor's Telephone #:	850-651-7160
Monitor's FAX # or E-mail:	<u>TSTAGE@CO.OKALOOSA.FL.US</u>

Closed:

Cc: Finance Department Contracts & Grants Office

CONTRACT & LEASE INTERNAL COORDINATION SHEET

Contract/Lease Number: 608-0321-AP	Tracking Number: 2759-17						
Contractor/Lessee Name: Phil Rubbins / als							
Purpose: Monchant two							
Date/Term:9-30-33	1. 🔲 GREATER THAN \$50,000						
Amount: #3, 151, 18 analy plus ty	2. 🔲 GREATER THAN \$25,000						
Department: AC	3. 🔲 \$25,000 OR LESS						
Dept. Monitor Name: Store / miner							
Document has been reviewed and includes any atta	ichments or exhibits.						
Purchasing Re							
	view						
Procurement requirements are met:							
Ch- Sould	Date: 2/16/2017						
Purchasing Director or designee Greg Kisela,	Charles Powell, DeRita Mason, Matthew Young						
Risk Management	Review						
Approved as written:							
Hunter and -	Date: 2-16-17						
Risk Manager or designed Laura Porter or K							
County Attorney	Review						
See ennis Ealod							
Approved as written:							
· · · · · · · · · · · · · · · · · · ·	Date:						
County Attorney Gregory T. Stewart, Lynn	Hoshihara, Kerry Parsons or Designee						
Following Okaloosa County approval:							
Contracts & Gr	ants						
Document has been received:							
	Date:						
Contracts & Grants Manager							

Charles Powell

From:	Parsons, Kerry <kparsons@ngn-tally.com></kparsons@ngn-tally.com>
Sent:	Monday, February 20, 2017 11:03 AM
То:	Dave Miner; Charles Powell
Cc:	Krystal King; David Williams; Lynn Hoshihara
Subject:	RE: Amendment Two to Phil Robbins/dba Armada Systems

This is approved for legal sufficiency.

From: Dave Miner [mailto:dminer@co.okaloosa.fl.us]
Sent: Monday, February 20, 2017 11:20 AM
To: Parsons, Kerry; Charles Powell
Cc: Krystal King; David Williams; Lynn Hoshihara
Subject: RE: Amendment Two to Phil Robbins/dba Armada Systems

Ms. Parsons:

Revisions accepted, thank you.

Dave

From: Parsons, Kerry [mailto:KParsons@ngn-tally.com] Sent: Sunday, February 19, 2017 12:09 PM To: Dave Miner <<u>dminer@co.okaloosa.fl.us</u>>; Charles Powell <<u>cpowell@co.okaloosa.fl.us</u>> Cc: Krystal King <<u>kking@co.okaloosa.fl.us</u>>; David Williams <<u>dawilliams@co.okaloosa.fl.us</u>>; Lynn Hoshihara <<u>lhoshihara@co.okaloosa.fl.us</u>> Subject: RE: Amendment Two to Phil Robbins/dba Armada Systems

Good Afternoon Dave and Charles:

Please find attached my revisions to the above referenced lease. Kerry

From: Dave Miner [mailto:dminer@co.okaloosa.fl.us]
Sent: Wednesday, February 15, 2017 2:53 PM
To: Charles Powell
Cc: Parsons, Kerry; Krystal King; David Williams
Subject: Amendment Two to Phil Robbins/dba Armada Systems

Charles:

Please send the attached Amendment Two to Phil Robbins/dba Armada Systems out for coordination. You will receive the original in distro.

Thank you.

Dave

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

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.

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.

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 PHIL ROBBINS 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 _____ day of _____ April _, 2017, AD. MARYAM DOGAR MY COMMISSION # FF 905272 EXPIRES: July 30, 2019 Bonded Thru Budget Notary Services My Commission Expires:

Dave Miner

From:	Laura Porter
Sent:	Thursday, June 01, 2017 11:14 AM
То:	Dave Miner; Krystal King
Cc:	Stephanie Herrick
Subject:	RE: COI Phil Robbins/Armada Systems

Dave: Krystal is out of the office until Wednesday next week so I am responding to your request.

The COI has \$1,000,000 general liability coverage and \$100,000 hangar coverage. If the \$100,000 is sufficient to cover replacement value, than they have met our requirements.

Laura J. Porter Risk Manager Risk Management Department Okaloosa County Board of County Commissioners 5649-B Old Bethel Road Crestview, FL 32539 Office: (850) 689-5979 Fax: (850) 689-5973 Email: <u>lporter@co.okaloosa.fl.us</u>

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: Dave Miner Sent: Thursday, June 01, 2017 11:04 AM To: Krystal King <kking@co.okaloosa.fl.us>; Laura Porter <lporter@co.okaloosa.fl.us> Cc: Stephanie Herrick <sherrick@co.okaloosa.fl.us> Subject: COI Phil Robbins/Armada Systems

Krystal:

Please review the attached COI for Phil Robbins/Armada Systems (L08-0321-AP) and let us know if the COI complies with requirements.

Mr. Robbins does not have an aircraft at this time, he is in the process of selling his hangar.

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."

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Watkinsville. GA 30677					RDING COVERAGE	NAIC #
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Dave Miner

From: Sent: To: Subject: Bocal105@aol.com Thursday, June 01, 2017 10:27 AM Dave Miner Re: FW: Hanger Sell/Closing

Dave,

I don't have an aircraft.

Best regards,

Phil Robbins

bocal105@aol.com

In a message dated 6/1/2017 9:21:00 A.M. Central Daylight Time, dminer@co.okaloosa.fl.us writes:

Mr. Robbins:

I received your COI for your general liability and property (hangar) but I didn't receive your COI for your aircraft. Please send as soon as possible.

Thank you.

From: Dave Miner Sent: Friday, May 19, 2017 9:28 AM To: 'Bocal105@aol.com' <Bocal105@aol.com> Subject: RE: Hanger Sell/Closing Importance: High

Contract # L08-0321-AP PHIL ROBBINS/DBA ARMADA SYSTEMS DAP BLOCK 4/LOT 1 EXPIRES: 09/30/2033

AMENDMENT OF LEASE L08-0321-AP PHIL ROBBINS/DBA ARMADA SYSTEMS HANGAR LEASE AT THE DESTIN EXECUTIVE AIRPORT

This Amendment of Lease made and entered into this <u>21st</u> day of <u>June</u>, 2017, hereby approves this Amendment for lease L08-0321-AP ("the Lease Agreement"), between Phil Robbins/dba Armada Systems ("Lessee"), and Okaloosa County, Florida through its Board of County Commissioners (hereinafter the "County").

WITNESSETH:

WHEREAS, on January 3, 2013, Lessee entered into an Assignment of Lease for Lease Agreement, L08-0321-AP with the County for Hanger Space at the Destin Executive Airport with a current expiration date of September 30, 2033; and

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

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

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

AMENDMENT

1. Section 11 titled "Care of Leased Premises" of L08-0321-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.

2. Section 13 titled "Taxes" of L08-0321-AP, is deleted and replaced as follows:

Taxes and Assessments: Lessee shall pay all taxes, assessments, and other similar charges required by any local, state or federal law, including but not limited to such taxes and assessments as may from

> Page 1 of 4 L08-0321-AP

time to time by imposed by the County, if so authorized, which by law may be levied or assessed against any of the premises occupied by Lessee pursuant to this Lease Agreement, or which may arise out of or are identical to the conduct of Lessee's operation and activities under this Agreement or by reason of Lessee's occupancy of its facilities or use of County facilities under this Agreement. Lessee shall protect, reimburse and indemnify County from and assume all liability for its tax and assessment obligations under the terms of this Lease Agreement.

3. Section 18c titled "Insurance" of L08-0321-AP, is deleted and replaced as follows:

All aircraft liability and public liability coverage shall be endorsed to include Okaloosa County as Additional Insured. In addition, all insurance policies shall contain a clause that the insurer will not cancel or change the insurance without first giving the County thirty (30) days prior written notice. Prior to occupying the Leased Premises and annually upon renewal, Lessee shall furnish County a Certificate of Insurance evidencing all required insurance. The Certificate(s) of Insurance shall be delivered to Okaloosa County, 5749 A Old Bethel Road, Crestview, FL 32536 and a copy to Okaloosa County Airports, 1701 State Road 85 North, Suite 1, Eglin Air Force Base, FL 32542-1498. On request, Lessee shall deliver an exact copy of the policy or policies including all endorsements.

4. Section 27 "Place of Payments" of L08-0321-AP, is hereby deleted and replaced as follows:

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

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

(The remainder of this page intentionally left blank)

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

OKALOOSA COUNTY, FLORIDA

SEAL Ketchel, Chairman OFO Carolyn N Date:

ATTEST:

D. Peacock II, Clerk DATE: 6/21/17



LESSEE

Phil Robbins/dba Arnada Systems Phil Robbins Date: 4-18-17

AT Witness Witness

Page 3 of 4 L08-0321-AP

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 PHIL ROBBINS 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 10th day of April _, 2017, AD. MARYAM DOGAR MY COMMISSION # FF 905272 EXPIRES: July 30, 2019 Bonded Thru Budget Notary Services 2019 My Commission Expires: 30



CA #6

BOARD OF COUNTY COMMISSIONERS AGENDA REQUEST

TO: H	onorable Chairman and Members of the Board
SUBJECT: Pl	racy Stage hil Robbins dba Armada Systems Amendment One to Hangar Lease irport

STATEMENT OF ISSUE: The Airports Department requests approval by the Board of County Commissioners for Amendment One of the Phil Robbins dba Armada Systems Hangar Lease Agreement, Block 4 Lot 1, at the Destin Executive Airport (L08-0321-AP).

BACKGROUND: On January 3, 2013, Phil Robbins dba Armada Systems entered into an Assignment of Lease for Hangar Space at the Destin Executive Airport. On November 15, 2016, the Board approved new language for the storage of items in the lessee's hangars. Phil Robbins dba Armada Systems requests this new Care of Leased Premises language be added to his lease. The Hangar Buy Down Program and the Care of Leased Premises hangar amendments were projected for Board approval in February-March 2017. Due to suggested revisions by the Clerk's office on the current insurance language in January 2017, the Airport ceased sending all lease amendments to the BCC until the impact of any language change was known. On May 17th, modified insurance language was identified and will be used in all agreements prepared from that date going forward. Armada Systems certificate of insurance is 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 Amendment One to the Phil Robbins dba Armada Systems Hangar Lease at the Destin Executive Airport as described above.

6/13/2017 Tracy Stat ort Director

6/13/2017

RECOMMENDED BY:

John Hofstad, County Administrator

APPROVED BY:

John Hofstad, County Administrator

SCANNED

AMENDMENT NUMBER ONE

TO

BOARD OF COUNTY COMMISSIONERS OKALOOSA COUNTY, FLORIDA

AND

PHIL ROBBINS/DBA ARMADA SYSTEMS

May This AMENDMENT NUMBER ONE, fully executed this day of 25 day of 2015, by and between the OKALOOSA COUNTY, FLORIDA, a political subdivision of the State of Florida, (hereinafter called "COUNTY") and PHIL ROBBINS/DBA ARMADA SYSTEMS (hereinafter called "LESSEE").

WITNESSETH:

WHEREAS, the LESSEE entered into Assignment of Lease effective January 3, 2013; (the "LEASE") for the purpose of permitting LESSEE to maintain one (1) hangar for storage of individually-owned/corporate owned aircraft on BLOCK 4 LOT 1 at the Destin Executive Airport (the "DTS") located in Okaloosa County, Florida (the "AIRPORT"), with an expiration date of September 30, 2031; and

WHEREAS, this AMENDMENT NO. ONE shall be subject to the terms, covenants, conditions, and agreements to be kept, performed and observed by LESSEE as stipulated in the Original Lease Agreement, Supplemental Agreements, Amendments and Assignment of Leases; and

WHEREAS, the Board of County Commissioners (the "Board") in open session on February 17, 2015 eliminated the requirement to have lessees pay for the 10 foot setback from the footprint of hangars. The Board also authorized the term and associated expiration date to be extended for two (2) additional years as fair compensation for the previously paid setback rent. The Lessee's revised square footage will be included in the annual increase effective for the October 2015 invoicing.

NOW, THEREFORE, in consideration of the promises contained herein, the County and Lessee agree as follows:

SECTION 1:

The new expiration date of this Lease will be September 30, 2033.

LEASE # L08-0321-AP PHIL ROBBINS/DBA ARMADA SYSTEMS DAP BLOCK 4, LOT 1 EXPIRES: 09/30/2033

9. Ward May BCCRycord politic

1

SECTION 2:

Section 6 a: Ground Lease is amended to read:

LESSEE shall pay in advance an annual ground lease fee established by an independent appraisal. The fee shall be adjusted every year in accordance with Section 7. The ground lease and applicable sales tax will be billed annually, in advance, and is payable to Okaloosa County, Okaloosa County Airports, 1701 State Road 85 North, Eglin, Air Force Base, Florida 32542-1498. The Lease includes TWO THOUSAND FOUR HUNDRED EIGHTEEN (2,418) square feet at <u>ONE DOLLAR AND FIFTY ONE CENTS (\$1.51)</u> per square foot per year for a total annual cost of <u>THREE THOUSAND SIX HUNDRED</u> FIFTY ONE DOLLARS AND EIGHTEEN CENTS (\$3,651.18) plus tax.

SECTION 3:

Section 29: Legal Description is amended to read:

Block 4 Lot 1. Commence at the Easternmost corner of Lot 23, Block A, Harbor Breeze First Addition, as recorded in Plat Book 14, Page 44, Public Records of Okaloosa County, Florida; Thence N.38°00'00"W. (Basis of Bearings) along the East line of said subdivision for a distance of 106.82 feet; Thence departing said East line proceed N.52°00'00"E for a distance of 279.78 feet to THE POINT OF BEGINNING; Thence N.38°00'00"W. for a distance of 50.40 feet; Thence N.52°00'00"E. for a distance of 47.82 feet; Thence S.38°00'00"E. for a distance of 47.82 feet; to the POINT OF BEGINNING. Parcel described contains 2418 square feet or 0.055 acres.

SECTION 4:

All other provisions of the Lease, as subsequently amended, shall remain in full force and effect.

(The remainder of this page intentionally left blank)

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

BOARD OF COUNTY COMMISSIONERS OKALOOSA COUNTY, FLORIDA SEAL NATHAN D. BOYLES **CHAIRMAN**

ATTEST:

ACOCK. II

CLERK & COMPTROLLER OKALOOSA COUNTY, FLORIDA

ARMADÁ SYSTEMS PHIL ROBBINS

WITNESS

al PRINT NAME

WITNĔSS

ACKNOWLEDGMENTS

STATE OF Floridg COUNTY OF OKALODSC

Before me, the undersigned officer duly authorized to take acknowledgments in the COUNTY and STATE aforesaid, personally appeared PHIL ROBBINS 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 $2 \le$ day of March, 2015, AD.

Jossice Avilcor NOTARY

My Commission expires: 11-20-2018



CONTRACT & LEASE INTERNAL COORDINATION SHEET

	2-19-15
Contract/Lease Number:	Tracking Number: <u>128</u> -15
Contractor/Lessee Name: Phil Rdobins/DBA Arma	da_SystemsGrant Funded: YESNO
Purpose: Amendment No. One (belote loft reg	uirement melexterd EXA bate)
Date/Term: 9-30-33	1. GREATER THAN \$50,000
Amount: 3,651, 18 annually plustax	2. 🔲 GREATER THAN \$25,000
Department: <u>Airports</u>	3. 🔲 \$25,000 OR LESS
Dept. Monitor Name: Harman / Miner	
Document has been reviewed and includes any attachm	ents or exhibits.
Purchasing Review	
Procurement requirements are met: Purchasing Director or designee	Date: <u>223-15</u>

Risk Management Review

Date: 3

Approved as written: <u>Approved as written:</u> <u>Approved as written:</u> Risk Manager or designee

County Attorney Review Approved as written: "/ changes emailed to D. Miner on 2/24/15 C 5 m hone Date: 2/24 County Attorney

Following Okaloosa County approval:

Cont	ract & Grant
Document has been received:	
	Date:
Contracts & Grants Manager	40.000 8.004
	Ont to Dare 3/4/15
	02-25-15A11:04 RCVD

			L638	2)
/ 12 14 07:14p Armada Systems		8502	434009	p.2
		al Property		
	RENEWAL DE		r	
NAME AND ADDRESS OF AGENCY		INSURANCE COMPANY Lexington Insur	ance Company	
AGEI	1CX 00000 0000	99 High Street Boston	MA 02	110
NAME AND MAILING ADDRESS OF INSURED PHIL ROBBINS AND ARMADZ P.O. BOX 307 MARY ESTHER	A SYSTEMS FL 32569	POLICY NUMBER 41-LX -08648193 POLICY PERIOD FROM: 10-01-		-08648193
		At 12:01 A.M. standard ti	we at the mailing addr	ess shawn.
EQUIPMENT BREAKDOWN				
Property Damage: Business Interruption: Consequential Damage: Other:				
		total property	PREMIUM	\$591
LOSS PAYEES:		DESCR	IPTION OF PROP	ERTY :
- CCB COMMUNITY BANK 1290 NORTH FERDON BLVD GRESTVIEW, FL 32536 - DKALGOSA COUNTY NORTHWE 1701 STATE RD BS N, #1 ELSIN AFB, FL 32542	ST FLORIDA REG AIRPORT			
TERRORISM RISK INSURANCE ACT FOR	FLORIDA IS INCLUDED			\$3
	VERAGE PART AND MADE PA 97072(03-08) 97069	RT QF THIS POLICY AT TIME (03-08) 100380 (12-08) (05-08) 99079 (05-08)	0F ISSUE: 100381 (12-08) 99023 (05-08)	
THESE DECLARATIONS AND THE COMMON POL COVERAGE FORM(S) AND FORMS AND ENDORS			1	
08-15-14	Page	3 of 5	AUTHORIZED REPRESENT	NTIVE
		d		
	Inc	ured		

4

EXHIBIT B

CONTRACT & LEASE AGREEMENT CONTROL FORM

Date: 8/21/2008 12/1/08 Ja

Contract/Lease Control #: L08-0321-AP2-148

Bid #: N/A

Contract/Lease Type: REVENUE

Award to/Lessee: MATTHEWS DEVELOPMENT & JAMES NEAL Juner L. Neal Ja

Lessor: OKALOOSA COUNTY

Effective Date: 8/20/2008

Amount: \$800.00

Term/Expires: 9/32/2031 BCC approved

Description of Contract/Lease: DAP LOT 1/BLOCK 4 GENERIC LEASE

Department Manager: AIRPORT

Department Monitor: G. DONOVAN

Monitor's Telephone #: 651-7160

Monitor's Fax #: 651-7164

Date Closed:

LEASE REPLACES LEASE # L177

EXHIBIT B

CONTRACT & LEASE AGREEMENT CONTROL FORM

Date:

Contract/Lease Control #: L08-0321-AP

7-

Bid #: N/A

Contract/Lease Type: REVENUE

Award to/Lessee: AOL-to-PhilRobbins/ DBA Armade Systems

Lessor: OKALOOSA COUNTY

Effective Date: 8/20/2008

Amount: \$800.00

Term/Expires:

9/32/2031. BCC approved

Description of Contract/Lease: DAP LOT 1/BLOCK 4 GENERIC LEASE

Department Manager: AIRPORT

Department Monitor: G. DONOVAN

Monitor's Telephone #: 651-7160

Monitor's Fax #: 651-7164

Date Closed:

LEASE REPLACES LEASE # L177

RECEIVED OCT 0 4 2012
10-2-12
CONTRACT & LEASE
INTERNAL COORDINATION SHEET
Contract/Lease Number: <u>L08-0321-MP</u> Tracking Number: <u>502-1</u> 2-
Contractor/Lessee Name: James L. Neal
Purpose: AOL to Phil Robbins / DBA Armada Systems
Date/Term: Sep 30, 203 (GREATER THAN \$10,000
Amount: 4,950,00 a year plus the Sto,000 OR LESS
Department : <u>Airports</u> Dept. Monitor Name: <u>David</u> miner
Purchasing Review
Procurement requirements are met:
Date: 10/3/12
Contract Kease Coordinator
MUST Show Countings for ce
Approved as written:
My Maar & Md. fromk Date: 10/11/12
Usk Management Director INSUSCO
County Attorney Review
County Attorney Review
oproved as service
Date: 1(/13/12
County Attorney
Following Okaloosa County Board of County Commissioners approval:
Contract & Grant Review

Document has been appropriately reviewed and is executable: Date: _____

Contracts & Grants Manager

REVISED BY BCC 3-21-00

ASSIGNMENT OF LEASE

WITNESSETH:

WHEREAS, the FIRST PARTY entered into an Hangar Lease Renewal, effective September 13, 2011, Assignment of Lease, effective November 18, 2008, Lease for Hangar Space Option, effective August 20, 2008, Assignment of Lease, effective October 16, 2001, Assignment of Lease, effective June 3, 1997, Original Lease Agreement, effective December 18, 1990, consisting of THREE THOUSAND THREE HUNDRED (3,300) square feet at the Destin/Ft. Walton Beach Airport with a current expiration date of September 30, 2031.

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, and Assignment of Leases and Lease for Hangar Space Option, 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 4 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 individuallyowned/corporate-owned aircraft at the aforesaid location. Additional aircraft may be stored in the hangar with proper notice to the COUNTY provided that proof of required insurance coverage is provided to the COUNTY.

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

SECTION 1:

Change Section 6 a Ground Lease to read:

LESSEE shall pay in advance an annual ground lease fee established by an independent appraisal. The fee shall be adjusted every year in accordance with Section 7. The ground

lease and applicable sales tax will be billed annually, in advance, and is payable to the Airports Director, Okaloosa County Airports, 1701 Highway 85 North, Eglin Air Force Base, Florida, 32542-1498. The lease includes THREE THOUSAND THREE HUNDRED (3,300) square feet at <u>ONE DOLLAR AND FIFTY CENTS</u> (<u>\$1.50</u>) per square foot per year for a total annual cost of <u>FOUR THOUSAND NINE HUNDRED FIFTY DOLLARS</u> (<u>\$4,950.00</u>) plus tax.

SECTION 2:

Change Section 18: Insurance to read:

a. <u>LIABILITY</u>:

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 <u>ONE MILLION (\$1,000,000.00)</u> 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.

LESSOR shall be listed as a joint loss payee with LESSEE on all property insurance policies unless LESSEE is required, under the terms of any mortgage or other security agreement, to name the lender therein as primary loss payee under such coverage. In that event the LESSOR, shall be named as second loss payee and any other loss payee shall be subsequent to that.

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 3:

Change Section 19: Notices to read:

Any and all notices to be given under this LEASE may be served by enclosing the same in a sealed envelope and directed to the other party at its address and deposited in the mail as first class mail with postage therein paid. When so given, such notice shall be effective from the date of mailing. Unless otherwise provided in writing by the parties hereto, the address of the AIRPORT DIRECTOR is as follows: Okaloosa County Airports, 1701 Highway 85 North, Eglin Air Force Base, Florida 32542-1498. The address of the LESSEE is: Armada Systems, Phil Robbins, P.O. Box 307, Mary Esther, FL 32569.

SECTION 4:

This ASSIGNMENT OF LEASE consists of the following: Sections 1 - 4. It constitutes this entire Assignment of Lease of the parties on the subject matter hereof and may not be changed, modified, discharged, or extended except by written instrument duly executed by COUNTY and LESSEE.

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

Pea JAMES L. NEAL

FIRST PARTY

ATTESTS:

WITNESS WITNESS

PHIL ROBBINS/DBA ARMADA SYSTEMS SECOND PARTY

ATTESTS:

WITNES WITNE

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

BOARD OF COUNTY COMMISSIONERS OKALOOSA COUNTY, FLORIDA

Inud DON R. AMUNDS **CHAIRMAN**

ATTEST:

GARYU. 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 JAMES L. NEAL 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 <u>5</u> day of <u>December</u>, 2012, AD.

My Commission expires:

> ***** Expires 11/23/2013

NOTARY

Notary Public State of Florida David Edward Miner My Commission DD925523

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 PHIL ROBBINS 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 <u>5</u> day of <u>December</u>2012, AD.

Notary Public State of Florida David Edward Miner

My Commission DD925523

My Commission expires:

Mead Law Firm

24 Walter Martin Road NE, Suite 201 Fort Walton Beach, Florida 32548 Telephone: (850) 243-3135 Facsimile: (850) 244-4849

Michael Wm Mead Michael W. Mead, Jr. John S. Mead

Please reply to: Post Office Box 1329 Fort Walton Beach, FL 32549-1329

December 10, 2012

Greg Donovan Airports Director 1701 State Road 85 North Eglin AFB, FL 32542-1498

Re: Assignment of Lease from James Neal to Phil Robbins/Armada Systems to CCB Community Bank

Dear Mr. Donovan:

Please accept this correspondence as the written request for Okaloosa County approval of the execution an Assignment of Lease executed by James Neal to Phil Robbins/Armada Systems, and a mortgage executed by Mr. Robbins in favor of CCB Community Bank, upon the leasehold property and improvements more particularly described as follows:

Block 4, Lot 1, Destin Airport, together with all improvements thereon.

The promissory note and leasehold mortgage related to this request will be in the original principal amount of \$100,000.00 and for a period of 5 years.

Additional, CCB Community Bank would request Okaloosa County to agree to provide written notice of any default occurring under the subject lease which would result in termination thereof and further grant CCB Community Bank the right, but not the obligation, to cure the specified default within a reasonable time after delivery of such notice.

CCB Community Bank would also request Okaloosa County acknowledge CCB Community Bank's right to take possession of the leasehold interest in the event of borrower's default, (which possession shall include all of lessee's rights to renew and extend said leasehold interest) and/or the right, if necessary to foreclose upon such interest through appropriate judicial proceedings.

If the mortgage upon the leasehold interest and the representations and agreements set forth herein are agreeable to Okaloosa County, please have the appropriate official acknowledge the same by his or her signature in the space provided below. Should this not be agreeable or additional information is needed, please contact me at 850-243-3135.

Respectfully,

MEAD LAW_FIRM, P.A.

Michael Wm. Mead Attorney at Law

MWM/ral

This request outlined herein is acknowledged and agreed to by:

CCB Community Bank

By: Derek Lott Title City President

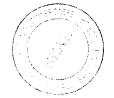
Date: 12 - 10 - 12

Phil Robbins/Armada Systems

By: Phil Robbins Title /, P Date: <u>12 - 10 - 12</u>

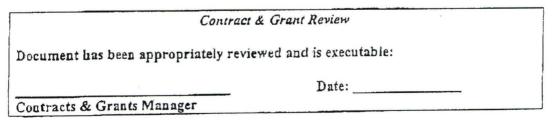
Board of County Commissioners

DON R. AMUNDS Chairman



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	Coordination Complete No Changes. Thunks, EXHIBITE La	
	Thenks,	
	EVHIBITE	
	EANIBITE CARE	
	11-18-10	
	CONTRACT & LEASE	
	INTERNAL COORDINATION SHEET	
	Contract/Lease Number: 1# LOY-0321-AP Tracking Number: 224-10	
	Contractor/Lessee Name: James L, NER	
	Purpose: Lease for Hangar Space Renewal	
	Date/Term: $12-12-2030$ 9/2/2071 GREATER THAN \$10,000 Amount: 5325.00 Alus tax (Armal) \Box \$10,000 OR LESS	
	Amount: 5375.00 plus tex (Armal) Isto,000 OR LESS	
	Department : <u>A!, rpo; ts</u> Dept. Monitor Name: <u>Out'</u> M', wer	
	Purchasing Review	
	Procurement requirements are met:	
1		
4	Date: 11/18/10	
	Contracts/Lease Coordinator	
[Risk Management Review	
	Approved as written:	
	Date: 11-22-0	
	Resk Management Director	
L		
ſ	revisid: County Attorney Revised CORDECT TP 6(a) 50 UP2C foot	tax
ł	Approved as many and	
ľ	Date: 12-1-10	
	County Attorney	
L		

Following Okaloosa County Board of County Commissioners approval:



LEASE FOR HANGAR SPACE RENEWAL

BETWEEN

BOARD OF COUNTY COMMISSIONERS OKALOOSA COUNTY, FLORIDA

AND

JAMES L. NEAL

You have exercised your option to renew your lease for an additional twenty years. This LEASE FOR HANGAR SPACE, fully executed this <u>13</u> day of <u>september</u>. 2011, 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 called "COUNTY") and JAMES L. NEAL (hereinafter called "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 4 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.

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 LESSEE.

SECTION 1: TERM

This LEASE shall be for a term of TWENTY (20) years and shall take effect on October 1, 2011 and end on September 30, 2031.

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.

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: CONSTRUCTION OF HANGAR

If a new hangar is to be constructed under this lease said hangar must be constructed within ONE (1) year of execution of this LEASE. Failure to comply with this requirement may result in automatic termination of this LEASE without prior written notice by COUNTY. LESSEE shall furnish ONE (1) set of building drawings to COUNTY upon completion of hangar.

SECTION 5: 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 6: RENTALS

a. <u>GROUND LEASE</u>:

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 THREE THOUSAND THREE HUNDRED (3,300) square feet at <u>ONE DOLLAR FIFTY CENTS (\$1.50</u>) cents per square foot per year for a total annual cost of <u>FOUR THOUSAND NINE HUNDRED FIFTY</u> <u>DOLLARS (\$4,950.00)</u> plus tax.

b. <u>PAYMENT EFFECTIVE DATE:</u>

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.

c. <u>LATE CHARGES</u>:

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 7: 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 8: 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 9: 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 10: 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 11: 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 12: 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 13: 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 14: 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 15: 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 16: 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 17: RIGHTS OF ENTRY RESERVED

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

SECTION 18: 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 <u>ONE MILLION (\$1,000,000.00)</u> dollars Combined Single Limit (CSL) each. The COUNTY reserves the right to increase the minimal aircraft liability and public 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 19: 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 32542-1498. The address of the LESSEE is: James L. Neal, 4103 Drifting Sand Trail, Destin, FL 32541-3334.

SECTION 20: 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 21: BINDING NATURE OF LEASE

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

SECTION 22: PROHIBITED ACTIVITY

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

SECTION 23: COMMERCIAL ACTIVITY PROHIBITED

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

SECTION 24: 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 25: 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 26: 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 27: PLACE OF PAYMENTS

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

AIRPORTS DIRECTOR
OKALOOSA COUNTY AIRPORTS
1701 STATE ROAD 85 NORTH
EGLIN AFB, FLORIDA 32542-1498

SECTION 28: 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 29: LEGAL DESCRIPTION

Block 4 Lot 1: Commence at the Easternmost corner of Lot 23, Block A, Harbor Breeze First Addition, as recorded in Plat Book 14, Page 44, Public Records of Okaloosa County, Florida; Thence N.38°00'00"W. (Basis of Bearings) along the East line of said subdivision for a distance of 96.82 feet; Thence departing said East line proceed N.52°00'00"E. for a distance of 277.38 feet to a capped ½" iron rod stamped LB #7350 and the Point of Beginning; Thence N.52°00'00"E. for a distance of 60.40 feet to a capped ½" iron rod stamped LB #7350; Thence N.52°00'00"E. for a distance of 55.14 feet to a capped ½" iron rod stamped LB #7350; Thence S.38°00'00"W. for a distance of 60.40 feet to a capped ½" iron rod stamped LB #7350; Thence S.52°00'00"W. for a distance of 55.14 feet to a capped ½" iron rod stamped LB #7350; Thence S.52°00'00"W. for a distance of 55.14 feet to the Point of Beginning. Parcel described contains 3300 square feet or 0.075 acres.

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.

BOARD OF COUNTY COMMISSIONERS OKALOOSA COUNTY, FLORIDA

andle JAMES CAMPBELL CHAIRMAN SEAL

ATTEST:

GARY JUSTANFORD DEPUTY CLERK OF CIRCUIT COURT OKALOOSA COUNTY, FLORIDA

JAMES L. NEAL

"ALA WITNESS

VITNESS

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 JAMES L. NEAL 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 $\underline{/}$	_ day of, 2011, AD.
RENE BUCKLEY Notary Public, State of Florida Commission# EE 93501 My comm. expires May 12, 2015	RenDukly
My Commission expires:	5/12/15.
State of <u>FC</u> County of <u>C</u> Notarization for signature of <u>Ja</u> ID Viewed <u>FCDC M40</u>	Kalcosa ames Nigl. 0452 372270.

LEASE FOR HANGAR SPACE OPTION

BETWEEN

BOARD OF COUNTY COMMISSIONERS OKALOOSA COUNTY, FLORIDA

AND

MATTHEWS DEVELOPMENT COMPANY AND JAMES L. NEAL

This LEASE FOR HANGAR SPACE fully executed this <u>JOTH</u> day of <u>Ausais</u>, 2008, 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 called "COUNTY") and MATTHEWS DEVELOPMENT COMPANY AND JAMES L. NEAL (hereinafter called "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 4 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.

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 LESSEE.

SECTION 1: TERM

This LEASE shall have an expiration date of December 17, 2010.

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

L08-0321-AP2-148 LESSEE: MATTHEWS DEVELOPMENT AND JAMES NEAL DAP BLOCK 4/LOT 1 EXPIRES: 12/17/2010

1

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.

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: CONSTRUCTION OF HANGAR

If a new hangar is to be constructed under this lease said hangar must be constructed within ONE (1) year of execution of this LEASE. Failure to comply with this requirement may result in automatic termination of this LEASE without prior written notice by COUNTY. LESSEE shall furnish ONE (1) set of building drawings to COUNTY upon completion of hangar.

SECTION 5: 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 6: RENTALS

a. <u>GROUND LEASE</u>:

LESSEE shall pay in advance an annual ground lease fee established by an independent appraisal. The fee shall be adjusted in accordance with Section 7. The ground lease and applicable sales tax will be billed annually, in advance, and is payable to the Airports Director, Okaloosa County Airports, 1701 Highway 85 North, Eglin Air Force Base, Florida, 32542-1498. The lease includes TWO THOUSAND FIVE HUNDRED (2,500) square feet at <u>SIXTEEN (\$.16</u>) cents per square foot per year for a total annual cost of <u>FOUR HUNDRED DOLLARS (\$400.00</u>) plus tax.

b. <u>LATE CHARGES:</u>

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 7: 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 8: 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 9: 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 10: 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 11: 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 12: 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 13: 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 14: 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 15: 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 16: 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 17: RIGHTS OF ENTRY RESERVED

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

SECTION 18: INSURANCE

a. <u>LIABILITY</u>:

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 <u>ONE MILLION (\$1,000,000.00</u>) 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 19: 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: Mattthews & Neal, C/O Max Matthews, 3320 West Hwy C-30 A, Santa Rosa Beach, FL 32459.

SECTION 20: 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 21: BINDING NATURE OF LEASE

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

SECTION 22: PROHIBITED ACTIVITY

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

SECTION 23: COMMERCIAL ACTIVITY PROHIBITED

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

SECTION 24: 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 25: 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 26: 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 27: 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 32542-1498

SECTION 28: 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 29: LEGAL DESCRIPTION

Contains 2,500 square feet more or less.

SECTION 30: 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. <u>OPTION TERM</u>:

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. <u>RENT</u>:

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. <u>NOTICE</u>:

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 31: ENTIRE LEASE

This LEASE consists of the following: Sections 1 to 31. 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.

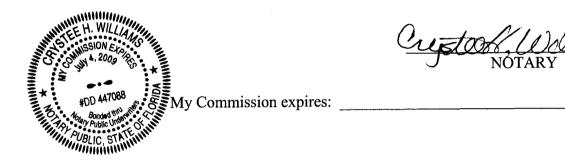
IN WITNESS, the parties hereto have executed these presents as of the day and year first above written. BOARD OF COUNTY COMMISSIONERS OKALOOSA COUNTY, FLORIDA **JAMES** CAMPBELL CHAIRMAN ATTEST: 1 hes Y J. STANFORD GAR DEPUTY CLERK OF CIRCUIT COURT OKALOOSA COUNTY, FLORIDA AX MATTHEWS <u>Ullians</u> WITNESS Ques JAMES L. NEAL lans athlen WITNESS

ACKNOWLEDGMENTS

STATE OF FLORIDA COUNTY OF OKALOOSA

Before me, the undersigned officer duly authorized to take acknowledgments in the COUNTY and STATE aforesaid, personally appeared MAX MATTHEWS 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 <u>11th</u> day of <u>August</u>, 2008, AD.



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 JAMES L. NEAL 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 $\frac{1740}{1000}$ day of $\frac{10000}{10000}$, 2008, AD.



My Commission expires: _____