

Unknown

From: Richburg, James R.
Sent: Wednesday, July 11, 2007 2:44 PM
To: Ray Sansom (ray.sansom@myfloridahouse.gov)
Subject: Good meeting with Jay

Jay is positive and motivated. He and I both agree that you are the king pin in this whole operation and that the three of us need to meet and work the plan. I gave him the same planning document that I shared with you with timelines. He was surprised that I expressed reluctance on your part to do the FBO. He suggested the Pruitt visit and then we both agreed that the timing on that would be a problem and that we may not need to go in that direction.

I expect him to call and work you soon and to set up a three way meeting.

James R. (Bob) Richburg, President
Okaloosa Walton College
100 College Boulevard
Niceville, FL 32578

850/729-5360

Please Note: Due to Florida's very broad public records laws, most e-mail communications to or from College employees regarding College business are public records and may be made available to the public and media upon request.

Unknown

From: Sansom, Ray [Ray.Sansom@myfloridahouse.gov]
Sent: Tuesday, September 18, 2007 1:46 PM
To: Richburg, James R.
Subject: Re: Meeting with Jay

Great work
Thanks

This message was sent remotely.

----- Original Message -----

From: Richburg, James R. <richburj@owc.edu>
To: Sansom, Ray
Sent: Tue Sep 18 13:35:39 2007
Subject: Meeting with Jay

Jay was scheduled to meet with me at 11:00 this morning. He surprised me by having Charles Clary attend as well.

Jay understands that he is to build the FOB with his own money and that he may be able to lease space in the EOC building for conference room facilities. This is a major step for Jay in this process and I commend you for knowing that he would reach this point.

We talked about his present lease with the county. It is for four acres but his plan calls for 12. He doesn't think this is much of a problem and one that he can work out with the county. I think it is a big problem that will have to be resolved before we can have a state survey done to build an ECC-training facility.

He has dropped his own architect and indicates that he wants to work with Clary. I reviewed our trustees responsibility in selection of an architect.

He indicated that he will meet with you tomorrow for lunch, so you can help me make sure that he now understands that it will be his money that builds the FOB and not state funds.

Thanks

James R. (Bob) Richburg, President

Okaloosa Walton College

100 College Boulevard

Niceville, FL 32578

850/729-5360

7/6/2009

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Okaloosa Walton College
100 College Blvd
Niceville, Florida 32578

April 1, 2008

Dr. Richburg,

The following information outlines how the building lease between Okaloosa Walton College (OWC) and Destin Jet could potentially be structured.

After OWC builds its facility, Destin Jet would like to lease the use of a portion of the facility at times when it is not being used for the college's needs. The lease amount would be structured as if all the facility was available all the time. A prorated amount would then be determined based on the time and areas that are needed to meet all of OWC's requirements.

This lease would require the tenant, Destin Jet, to pay the ground lease amount annually and the building lease amount monthly. The taxes, insurance, utilities and common area maintenance of the facility would also be the responsibility of the tenant (Destin Jet).

From an operational standpoint OWC would lease the facility to Destin Jet under a schedule that OWC would produce that shows all the times and spaces required to handle OWC's needs. Destin Jet's use would be limited to the time and spaces not needed for OWC's uses.

The lease amount would be as follows for the two different type spaces in the facility:

Lease Amount:

Training/ storage/ staging areas	18,000+/- sq ft	\$38,367.60 per year
Class Room / meeting / office space	6,000 +/- sq ft	\$41,283.07 per year
Total Building Lease Amount		\$79,650.67 per year

Ground Lease Amount (Pass Thru) to Tenant \$23,085.00 per year

Pass Thru Amounts(These cost will be the tenants responsibility):

Ground Lease
Property Taxes

Building Insurance
Liability Insurance
Utilities (power, water, sewer, gas, tv cable,
telephone)
All Building Maintenance to include HVAC,
Plumbing, lighting, windows, flooring etc.
Janitorial Services
Landscape Maintenance


Landlord's only responsibility: Building structure
Roof

Lease rent start date will be 90 days after the facility construction is completed and turned over to tenant for move in.

The lease amounts above are based on the new adjusted lease amounts being paid at the Destin Airport by Miracle Strip Aviation for their brand new terminal facility and their hangar facility.

The attached building lease summary outlines the basic terms and conditions that would make up the lease agreement. Please review. If the terms are acceptable, please counter-sign this letter of intent and we will begin working on formalizing a full lease for execution.

Thank you,



Jay Odom

BUILDING LEASE SUMMARY

March 20, 2008

VIA email

Okaloosa Walton College

Niceville, Fl

RE: Request to lease facility from Okaloosa Walton College (OWC)

Dear Dr. Richburg,

Pursuant to our discussions, I am outlining the terms for a proposed Building Lease between OWC and Destin Jet, located at the Destin Airport, Destin, Florida. In this outline, Destin Jet proposes to lease from OWC the use of its new facility to be built at the Destin Airport. The following is submitted for your review and consideration.

LANDLORD: Okaloosa Walton College

SPACE: Approximately 24,300 sq ft. Final Size to be determined per final building plans.

ADDRESS: 1001 Airport Road
Block 12
Destin, FL 32541

**TENANT
NAME:** Destin Jet, LLC

LEASE TERM: 40 years plus any extensions allowed under current county ground lease to Destin Jet

BUILDING LEASE AMOUNT:

Training/ storage/ staging areas	\$38,367.60 per year
Class Room / meeting / office space	\$41,283.07 per year
Total Building Lease Amount	\$79,650.67 per year

Ground Lease Amount (Pass Thru) to Tenant \$23,085.00 per year

**PASS THRU
AMOUNTS:**

In addition to the Building Lease Amounts the tenant will be responsible for the following:

**Ground Lease
Property Taxes
Building Insurance
Liability Insurance
Utilities (power, water, sewer, gas, tv cable, telephone)
All Building Maintenance to include HVAC, plumbing,
lighting, windows, flooring etc.
Janitorial Services
Landscape Maintenance**

**LEASE PAYMENT
START DATE:**

90 days after facility is complete and turned over to tenant for move in.

LATE PAYMENTS.:

Monthly Payment and any other payments required under this agreement which are not received when due shall accrue interest at the rate of twelve (12%) per annum from the due date until receipt of payment.

**TENANT'S
COVENANTS:**

Tenant shall observe and comply with all present and future laws, ordinances requirements, orders, rules and regulations of all authorities having jurisdiction over the Premises.

INSURANCE:

Tenant shall at all times during the term of the lease at his sole expense keep insurance on the premises.

RELATIONSHIP: Nothing in Lease is to be interpreted as a partnership, or joint venture. Simply a landlord tenant relationship is created.

ASSIGNMENT: TENANT shall not assign this lease or sublet the Premises, directly or indirectly, without written notice to LANDLORD, containing the name, address and telephone number of the assignee. Written notice does not constitute granted approval.

Should the above business terms be acceptable, please counter-sign this letter in the space provided below and return it to me at your earliest convenience.

I look forward to working with you.

Best regards,



Destin Jet LLC

AGREED AND ACCEPTED:

BY: _____

DATE: _____

IT'S: _____



Okaloosa Walton College
100 College Blvd
Niceville, Florida 32578

April 1, 2008

Dr. Richburg,

The following information outlines how the ground lease between Okaloosa Walton College (OWC) and Destin Jet could potentially be structured and the lease terms involved.

Destin Jet would sub-lease or assign to OWC the area shown in the attached Exhibit A for the construction of its training facility for 40 years.

I have attached a Ground Lease Summary which outlines the basic terms and conditions that would make up the Ground Lease Agreement. If the terms are acceptable, please counter-sign this letter of intent and we will begin working on formalizing a full lease for execution.

Thank you,



Jay Odom

GROUND LEASE SUMMARY

April 1, 2008

VIA email

Okaloosa Walton College
100 College Blvd
Niceville, Florida 32578

RE: Footprint of land for Okaloosa Walton College Building

Dear Dr. Richburg,

Pursuant to our discussions, I am outlining the terms for a proposed Ground Lease Agreement between Destin Jet and Okaloosa Walton College, located at the Destin Airport, Destin, Florida. The following is submitted for your review and consideration.

LANDLORD:	Destin Jet
SPACE:	24,300 SF (see Exhibit A)
ADDRESS:	1001 Airport Road Block 12 Destin, FL 32541
TENANT/TRADE NAME:	Okaloosa Walton College
LEASE TERM:	40 years
RENT:	TENANT shall make annual payments on 24,300 square foot of land over the term of this lease ("annual ground lease fee"), subject to any increases as provided for herein.

Ground Lease

Amount: \$23,085.00 per year

CPI: The annual ground lease for each successive FIVE (5) year period of the term of this LEASE shall be increased to reflect the increase in the Consumer Price Index ("CPI") from the DBO (as defined in Article V). 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 (CP{U-U)

USE CLAUSE:

To Build, Manage and Operate a First Responder Training and Educational Facility for use by Okaloosa Walton College to conduct instruction classes and services on the premises.

TURNOVER DATE:

**GROUND LEASE
PAYMENT START
DATE:**

90 days after completion of facility

LATE PAYMENTS.:

Monthly Payment and any other payments required under this agreement which are not received when due shall accrue interest at the rate of twelve (12%) per annum from the due date until receipt of payment.

**TENANT'S
COVENANTS:**

Tenant shall observe and comply with all present and future laws, ordinances requirements, orders, rules and regulations of all authorities having jurisdiction over the Premises.

CONSTRUCTION:

Tenant shall at his sole expense, prepare plans, specifications and other improvements to be constructed on the premises for the development project.

DESIGN REVIEW: Prior to commencement of initial construction, Landlord and tenant shall have a Design Review meeting to discuss the architectural look and function of its facility. Landlord must approve in writing the tenants building which approval shall not be unreasonably withheld.

INSURANCE: Tenant shall at all times during the term of the lease at his sole expense keep insurance on the premises.

RELATIONSHIP: Nothing in Lease is to be interpreted as a partnership, or joint venture. Simple a landlord tenant relationship is created.

ASSIGNMENT: TENANT shall not assign this lease or sublet the Premises, directly or indirectly, without written notice to LANDLORD, containing the name, address and telephone number of the assignee. Written notice does not constitute granted approval.

FBO FACILITIES. The parties understand and agree that the LANDLORD shall continue to maintain, develop, improve, and control all of the areas and facilities except for the leased premises of the FBO property as may be from time to time determined by the LANDLORD in its sole discretion. TENANT agrees not to use the Premises in any manner which may interfere with, or become a hazard to aircraft operations. TENANT agrees not to use and to prohibit its agents, guests and invitees from using the Airport aprons, ramps, taxiways, runways or related structures for any non-aviation purpose, including pedestrian and vehicular traffic, without LANDLORD'S written instructions.

AIRPORT PRIORITY. This lease is subject and subordinate to the present and future restrictions and regulations imposed by any governmental body or agency applicable to the Destin/Ft. Walton Beach Airport, and further subordinate to existing or future agreements between the LANDLORD and any governmental authority relative to development, operation, and maintenance of the FBO.

FBO PROTECTION. It shall be conditions of this lease that:
A. LANDLORD reserves unto itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface


of the Property, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in the said airspace, and for use of said airspace for landing or taking off from or operating on the airport.

PARKING LOT USE: Use of the parking lot will be a shared use arrangement with the FBO facility.

Should the above business terms be acceptable, please counter-sign this letter in the space provided below and return it to me at your earliest convenience so I can prepare a formal Lease Agreement.

I look forward to working with you.

Best regards,
Destin Jet



Jay Odom

AGREED AND ACCEPTED:

BY: _____

DATE: _____

IT'S: _____

EXHIBIT A
ASSIGNMENT AREA

DESCRIPTION (AS WRITTEN):
LEASE PARCELA

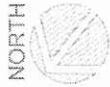
A PARCEL OF LAND LYING IN UNDIVIDED TOWNSHIP 2 SOUTH, RANGE 22 WEST, OKALOOSA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHERN MOST CORNER OF LOT 4, JOJO'S WAY, A SUBDIVISION RECORDED IN PLAT BOOK 19 AT PAGE 70 OF THE OFFICIAL RECORDS OF OKALOOSA COUNTY, FLORIDA; THENCE S 38°00'00" E ALONG THE NORTH LINE OF SAID JOJO'S WAY SUBDIVISION AND THE NORTH LINE OF HARBOR BREEZE THIRD ADDITION, AS RECORDED IN PLAT BOOK 16 AT PAGE 31, A DISTANCE OF 746.17 FEET; THENCE DEPARTING SAID NORTH LINE, PROCEED N 52°00'00" E, A DISTANCE OF 170.38 FEET TO THE POINT OF BEGINNING;

THENCE N 37°57'49" W, A DISTANCE OF 180.00 FEET; THENCE N 52°01'03" E, A DISTANCE OF 135.00 FEET; THENCE S 37°59'33" E, A DISTANCE OF 180.00 FEET; THENCE S 52°01'33" W, A DISTANCE OF 135.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 0.57 ACRES, MORE OR LESS.

Parcel A Okaloosa Walton College Ground Lease Area



LEGEND:

- # = NUMBER
- - - = DISTANCE SET TO SCALE
- = DISTANCE NUMERIC
- L.B. = LICENSED BUSINESS
- 9, 5, 9 = PROFESSIONAL ASSOCIATOR AND MASTER
- C.P. = CORNER
- 1 = BEARING OF LINE
- 100' = BEARING OF BEARING
- P.O.B. = POINT OF BEGINNING
- 100' = POINT OF COMPLETMENT

SURVEY REPORT:

1. NO SEARCH OF THE PUBLIC RECORDS WAS MADE BY GUSTIN, COHEN & TUCKER, INC. WHERE EXISTING, IF ANY, RECORDS OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA, THAT RELATE TO THIS PARCEL, UNRECORDED INSTRUMENTS OR APPARENT USED TRACT LIST.
2. NO ENVIRONMENTAL JURISDICTION DATA HAVE BEEN OBTAINED BY GUSTIN, COHEN & TUCKER, INC.
3. THIS SURVEY SHOWS ALSO ON ADJACENT LANDS THAT ARE IN A SUBDIVISION RECORDED IN PLAT BOOK 16 AT PAGE 31, A DISTANCE OF 746.17 FEET; THENCE DEPARTING SAID NORTH LINE, PROCEED N 52°00'00" E, A DISTANCE OF 170.38 FEET TO THE POINT OF BEGINNING.
4. THERE MAY BE ADDITIONAL INSTRUMENTS THAT ARE NOT KNOWN TO THIS SURVEY THAT HAS BE FILED IN THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA.
5. BEARING SHOWN ABOVE ARE REPRODUCED IN THE MANNER OUT OF JOJO'S WAY SUBDIVISION, PLAT BOOK 19 AT PAGE 70.

Gustin, Cohen & Tucker, Inc.
 Civil Engineering & Surveying
 12145 W. 11th Avenue, Suite 100
 Okaloosa, Florida 32567
 Phone: 904.437.1111
 Fax: 904.437.1112
 www.gustincohen.com

DATE	11/09/2022
PROJECT	LEASE PARCELS 1 AND 2, IN UNDIVIDED TOWNSHIP 2 SOUTH, RANGE 22 WEST, OKALOOSA COUNTY, FLORIDA
SCALE	AS SHOWN

NO.	1	DATE	11/09/2022
NO.	2	DATE	11/09/2022
NO.	3	DATE	11/09/2022
NO.	4	DATE	11/09/2022
NO.	5	DATE	11/09/2022
NO.	6	DATE	11/09/2022
NO.	7	DATE	11/09/2022
NO.	8	DATE	11/09/2022
NO.	9	DATE	11/09/2022
NO.	10	DATE	11/09/2022

MAP NO. E06096
 A2048

GROUND LEASE SUMMARY

April 1, 2008

Okaloosa Walton College
100 College Blvd.
Niceville, FL 31578

RE: Footprint of land for Okaloosa Walton College Building

Dear Dr. Richburg,

Pursuant to our discussions, I am outlining the terms for a proposed Ground Lease Agreement between Destin Jet and Okaloosa Walton College, located at the Destin Airport, Destin, Florida. The following is submitted for your review and consideration.

LANDLORD:	Destin Jet
SPACE:	24,300 SF (see Exhibit A)
ADDRESS:	1001 Airport Road Block 12 Destin, FL 32541
TENANT/TRADE NAME:	Okaloosa Walton College
LEASE TERM:	40 years
RENT:	TENANT shall make annual payments on 24,300 square foot of land over the term of this lease (“annual ground lease fee”), subject to any increases as provided for herein.
GROUND LEASE AMOUNT:	\$6,463.80 per year. This is based on the amount of the Destin Jet hangar price per square foot in their current lease.
CPI:	The annual ground lease for each successive FIVE (5) year periods of the term of this LEASE shall be increased to reflect the increase in the Consumer Price Index (“CPI”) from the DBO (as defined in Article V). 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 (CP{U-U)

- USE CLAUSE:** To Build, Manage and Operate a First Responder Training and general Educational Facility for use by Okaloosa Walton College.
- TURNOVER DATE:** July 1, 2008-----
- GROUND LEASE PAYMENT START DATE:** Rent start date begins when building is complete.
- LATE PAYMENTS:** Monthly Payment and any other payments required under this agreement which are not received when due shall accrue interest at the rate of twelve (12%) per annum from the due date until receipt of payment.
- TENANT'S COVENANTS:** OWC shall observe and comply with all present and future laws, ordinances requirements, orders, rules and regulations of all authorities having jurisdiction over the Premises.
- CONSTRUCTION:** OWC shall at its sole expense, prepare plans, specifications and construct the building.
- DESIGN REVIEW:** Prior to commencement of initial construction, Landlord and OWC shall have a Design Review meeting to discuss the architectural look and function of its facility. Landlord must approve, in writing, the building which approval shall not be unreasonably withheld. Failure to reach an agreement on the design shall negate this lease and any other agreement between OWC and the Landlord.
- INSURANCE:** The college will provide insurance for the facility.
- RELATIONSHIP:** Nothing in the Lease is to be interpreted as a partnership, or joint venture. Simply, a landlord/tenant relationship is created.
- ASSIGNMENT:** OWC shall not assign this lease or sublet the Premises, directly or indirectly, without written notice to Landlord and approval by the Landlord, containing the name, address and telephone number of the assignee.

FBO FACILITIES:

The parties understand and agree that the Landlord shall continue to maintain, develop, improve, and control all of the areas and facilities except for the leased premises of the FBO property as may be from time to time determined by the Landlord in its sole discretion. OWC agrees not to use the Premises in any manner which may interfere with, or become a hazard to aircraft operations. OWC agrees not to use and to prohibit its agents, guests and invitees from using the Airport aprons, ramps, taxiways, runways or related structures for any non-aviation purpose, including pedestrian and vehicular traffic, without Landlord's written approval. i

AIRPORT PRIORITY:

This lease is subject and subordinate to the present and future restrictions and regulations imposed by any governmental body or agency applicable to the Destin/Ft. Walton Beach Airport, and further subordinate to existing or future agreements between the Landlord and any governmental authority relative to development, operation, and maintenance of the FBO.

Destin Jet PROTECTION:

It shall be conditions of this lease that: Landlord reserves unto itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Property, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in said airspace, and for use of said airspace for landing or taking off from or operating on the airport.

TERMINATION OF LEASE:

If OWC elects to discontinue its programs or is required to do so, the Landlord will have first priority to purchase the facility at fair market value. Should Destin Jet cease to exist or be sold this land lease will revert to Okaloosa County and cannot be assigned without the approval of OWC.

PARKING LOT USE:

Use of the parking lot will be a shared use arrangement with the Destin Jet facility.

Should the above business terms be acceptable, please counter-sign this letter in the space provided below and return it to me at your earliest convenience so I can prepare a formal Lease Agreement.

I look forward to working with you.

Best regards,
Destin Jet

Jay Odom

AGREED AND ACCEPTED:

BY: _____

DATE: _____

IT'S: _____

R4-7-08JRR