

**City of Palmer  
Action Memorandum No. 16-034**

**Subject:** Authorize City Manager to Negotiate and Execute an Assumption of Proprietary Lease from David R. Allen to Joshua Nance for Palmer Hangars Owners Association Unit No. 4 Lot 11 Block 3 at the Palmer Municipal Airport

**Agenda of: May 24, 2016**

**Council Action:** Approved

**Originator Information:**

**Originator:** Frank Kelly (Airport Superintendent)  
**Date:** April 29th, 2016      **Requested agenda date:** May 10, 2016

**Department Information:**

Route to:	Department Director:	Signature:	Date:
_____	Community Development	_____	_____
_____	Finance	_____	_____
_____	Police Department	_____	_____
_____	Fire Department	_____	_____
_____	Public Works	_____	_____

**Approved for presentation by:**

	Signature:	Remarks:
City Manager		_____
City Attorney		_____
City Clerk		_____

**Certification of Funds:**

Total amount of funds listed in this legislation: \$ 0

This legislation (√):

- Has no fiscal impact       Creates a positive impact in the amount of: \$ \_\_\_\_\_  
 Negative impact in the amount of: \$ \_\_\_\_\_

Funds are (√):

- Budgeted      Line item(s): \_\_\_\_\_  
 Not budgeted      Affected line item(s): \_\_\_\_\_

General fund assigned balance (after requested budget modification): \$ \_\_\_\_\_

Enterprise unrestricted net position (after requested budget modification): \$ \_\_\_\_\_

Director of Finance Signature: 

**Attachment(s):**

- Palmer Hangers Owners Association Proprietary Lease with David R. Allen
- Purchase agreement and addendum
- AM 07-003 Authorize the City Manager to Consent to Palmer Hangers Proprietary for units No. 1,3,4,5,6,8,9 Upon Their Sale

- Tenant contact information sheet
- Assignment and assumption of proprietary lease and transfer of certification of Membership
- City of Palmer Consent to Assignment
- Estoppel Certificate
- Certificate of Insurance

**Summary statement:** Palmer Hangars Association is the lessee for the 9-unit T-Hangar complex constructed on Yukon Drive at the Palmer Municipal Airport. Palmer Hangars Association has a proprietary lease agreement with David R. Allen for Unit 4. Mr. Allen is assigning this lease to Joshua Nance.

In accordance with and in keeping with article 3, Compliance with Airport Lease, of the Palmer Hangers Owners Association Proprietary Lease with David R. Allen, the assignor acknowledges their understanding of and agrees to be bound by and to comply with all terms of Palmer Municipal Airport Lease Agreement No. 05-02 (The Airport Lease), as if a lessee thereunder. The Assignor also acknowledges and agrees their rights under this Proprietary Lease are invalid and ineffective unless and until the City of Palmer executes a Consent to Lease Proprietary Lease as set forth in the Airport Lease, and the Assignor, in writing, agrees to be bound by the terms and conditions of the Airport Lease.

The administration recommends that the Council Authorize the City Manager to Negotiate and Execute an Assumption of Proprietary Lease from David R. Allen to Joshua Nance for Palmer Hangars Owners Association Unit No. 4, Lot 11 Block 3 at the Palmer Municipal Airport with the condition that the City receives the following: (1) Copy of fully executed proprietary lease assumption; and (2) Certificate of Insurance replacing the Insurance Binder

**Administration recommendation:** Approve Action Memorandum 16-034



**City of Palmer • Palmer Municipal Airport**  
**231 W. Evergreen Avenue • Palmer, AK 99645**  
 Phone: 907-745-3271 Fax: 907-745-0930

**CONSENT TO ASSIGNMENT**

In consideration of and in reliance upon the above assumption and promises contained in this instrument, the City of Palmer hereby consents to the foregoing Assignment and Assumption of Proprietary Lease and Transfer of Certificate of Membership of Unit 4, Lot 11, Block 3, Plat for the Palmer Municipal Airport, Palmer Recording District, Third Judicial District, and State of Alaska from David R. Allen, ("Assignor") to Joshua Nance, ("Assignee").

Current Palmer Municipal Lease No 05-02 (The Airport Lease) is in Effect. Except as otherwise expressly stated herein, nothing in this consent to assignment of proprietary lease is intended to amend or alter any of the terms and conditions of the Airport Lease or any amendments thereto previously executed by Lessor and Lessee. All terms and conditions remain in full force and effect.

This consent to assignment of lease will not release the Assignor from obligations under the Airport Lease should the new Lessee default. In the event of the default of the Assignee, the lease agreement shall revert to the Assignor.

City of Palmer

Date: \_\_\_\_\_  
 \_\_\_\_\_  
 Nathan E. Wallace, City Manager

STATE OF ALASKA                    )  
   )ss:  
 THIRD JUDICIAL DISTRICT        )

The foregoing Consent to Assignment of Proprietary Lease \_\_\_\_\_  
 was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by  
 \_\_\_\_\_.

\_\_\_\_\_  
 Notary Public in and for Alaska  
 My Commission  
 Expires: \_\_\_\_\_

**ASSIGNMENT AND ASSUMPTION OF PROPRIETARY LEASE  
AND TRANSFER OF CERTIFICATE OF MEMBERSHIP**

THIS ASSIGNMENT AND ASSUMPTION OF PROPRIETARY LEASE AND TRANSFER OF CERTIFICATE OF MEMBERSHIP (the "Assignment") is made and entered into and effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between DAVID R. ALLEN, an unmarried person, ("Assignor"), whose address is 20207 Paul Revere Circle, Eagle River AK 99577, and JOSHUA NANCE, a(n) \_\_\_\_\_ person, ("Assignee"), whose address is 2228 S. Austin Circle, Palmer AK 99645.

**RECITALS**

**WHEREAS**, Assignor is currently the lessee, by Assignment and Assumption recorded July 15, 2013, Reception Number 2013-015245-0, under that certain Proprietary Lease Agreement (the "Lease") between Assignor and Palmer Hangars Owners Association, dated October 5, 2007, recorded October 12, 2007, Reception Number 2007-027127-0, with respect to certain airplane hangar space described as

Unit No. 4, Lot 11, Block 3, Preliminary Plat for the Palmer Municipal Airport, Palmer Recording District, Third Judicial District, State of Alaska, and

**WHEREAS**, by mesne Assignments Palmer Hangars Owners Association obtained a lease from the City of Palmer at the Palmer Airport as to the following described property

Lot 11, Block 3, Plat for the Palmer Municipal Airport, Palmer Recording District, Third Judicial District, State of Alaska;

and all terms and conditions of said Airport Lease and compliance therewith apply to this Assignment and Assumption of Proprietary Lease and Transfer Of Certificate Of Membership, all as more fully set forth in said Proprietary Lease; and

**WHEREAS**, Assignor desires to assign his right, title, and interest under the Proprietary Lease to Assignee, and further transfers the Certificate of Membership in and to said Unit 4, and Assignee desires to accept and assume the right, title, and interest of Assignor under the Proprietary Lease and Certificate of Membership;

**NOW, THEREFORE**, in consideration of the foregoing and the covenants and agreements contained herein, the parties agree as follows:

**Section 1. Assignment of Proprietary Lease and Transfer of Certificate of Membership.**

Assignor hereby grants, transfers, conveys and assigns to Assignee all of his right, title and interest as Lessee under the Proprietary Lease and Certificate of Membership, and Assignee accepts such assignment, and

except as provided in Section 2 below, assumes all obligations of Assignor thereunder, as of the effective date of this Assignment. Except as provided in Section 2 with respect to Claims (as such term is hereinafter defined), Assignee shall defend, indemnify and hold harmless Assignor from and against all Claims arising or occurring under the Proprietary Lease and Certificate of Membership after the effective date of this Assignment.

**Section 2. Continued Liability of Assignor.** Notwithstanding the provisions of Section 1 above, Assignor expressly agrees that he shall remain liable for all obligations and claims (the "Claims"), including, but not limited to, indemnity obligations, arising or occurring under the Proprietary Lease and Certificate of Membership prior to the effective date of this Assignment, irrespective of whether a Claim is made after the effective date of this Assignment. Assignor shall defend, indemnify and hold harmless Assignee from and against such Claims.

**Section 3. Permits, Laws, and Taxes.**

**3.01.** The Assignee shall acquire and maintain, in good standing, all permits, licenses and other entitlements necessary to the performance under this Agreement. All actions taken by the Assignee under this Agreement shall comply with all applicable statutes, ordinances, rules and regulations, including, but not limited to the Palmer Municipal Code, and all state and/or federal laws and regulations. The Assignee shall pay all taxes pertaining to his performance under this Agreement.

**3.02.** In accordance with and in keeping with Article 3, Compliance with Airport Lease, of the Palmer Hangers Owners Association Proprietary Lease with George J. Gallagher and Peggy J. Gallagher recorded October 22, 2007, Reception Number 2007-027127-0, the Assignee acknowledges his understanding of and agrees to be bound by and to comply with all terms of Palmer Municipal Airport Lease Agreement No. 05-02 (The Airport Lease), as if a lessee thereunder. The Assignee also acknowledges and agrees his rights under this Proprietary Lease are invalid and ineffective unless and until the City of Palmer executes a consent to transfer the Proprietary Lease as set forth in the Airport Lease, and the Assignee, in writing, agrees to be bound by the terms and conditions of the Airport Lease.

**Section 4. Other Instruments/Actions.** The parties agree to execute such further reasonable instruments, to take such further reasonable actions, and to make any additional reasonable transfers as may be necessary to carry out the purpose and intent of this Assignment.

**Section 5. Miscellaneous.**

**5.01. Governing Law/Remedies.** This Assignment and the rights of the parties under it will be governed by and construed in all respects in accordance with the laws of the State of Alaska and the City of Palmer without giving effect to principles or provisions thereof relating to choice of law or conflict of laws. In any action to enforce the provisions of this Assignment, the prevailing party shall be entitled to reasonable attorney fees and court costs.

**5.02. Waiver/Amendments.** Any waiver must be in writing, and any waiver by any party of a breach of any provision of this Assignment shall not operate as or be construed to be a waiver of any other breach of that provision or of any breach of any other provision of this Assignment. The failure of a party to insist upon strict adherence to any term of this Assignment on one or more occasions shall not be considered a waiver or deprive that party of the right thereafter to insist upon strict adherence to that term





**ESTOPPEL CERTIFICATE**

To: MAT-SU TITLE AGENCY LLC  
Attn: Joan Lease

Re: Order No. MS200647

The undersigned certifies as follows:

1. The City of Palmer (“Lessor”) and Palmer Hangers LLC (“Lessee”), entered into a lease agreement on June 5, 2005, under Lease Agreement 05-02, in which Lessor leased to Lessee, and the Lessee leased from Lessor, the real property described below (the “Premises”), and Palmer Hangars Owners Association acquired the interest of Lessee by Assignment and Amendment of Palmer Municipal Airport Lease Agreement No. 05-02 recorded April 11, 2006:

Real Property:

Lot 11, Block 3, of the preliminary plat for the Palmer Municipal Airport, located in the Palmer Recording District, Third Judicial District, State of Alaska.

2. The Lease constitutes the only agreement between Lessor and Lessee with respect to the Premises. A full copy of the Lease [and all amendments, both recorded and unrecorded] is attached hereto.

3. The Lease is in full force and effect; Lessee has accepted the Premises and presently occupies them, and is paying rent on a current basis; and Lessor has no setoffs, claims or defenses to the enforcement of the Lease.

4. As of the date of this certificate, Lessee is not in default in the performance of the Lease, and has not committed any breach of the lease, and no notice of default has been given to the Lessee.

Dated: \_\_\_\_\_, 2016

Lessor: CITY OF PALMER

By \_\_\_\_\_

Its \_\_\_\_\_



# CITY OF PALMER

231 West Evergreen Avenue  
Palmer, Alaska 99645  
Phone (907) 745-3271 • Fax (907) 745-0930  
www.cityofpalmer.org

Hangar Complex No. 750 E. YUKON DR. UNIT #4

Aircraft Number: N548D

Owner: JOSHUA & REBECCA NANCE

Mailing Address 2228 S. AUSTIN CIR  
PALMER, AK 99645

Physical Address if different than Mailing: \_\_\_\_\_  
\_\_\_\_\_

Telephone: Daytime: 907-707-9669

Evening: \_\_\_\_\_

Cell/Pager: 907-707-9669

In case of Emergency and the primary owner is not available:

Name: JOHN FINIK

Mailing Address: 2202 S. AUSTIN CIR  
PALMER, AK 99645

Proposed Use: PERSONAL

Owners Signature: Joshua Nance

Date: 04/27/2016

ADDENDUM TO PURCHASE AGREEMENT

Unit # 4 Palmer Airport

31<sup>st</sup>

All parties agree to extend the Purchase Agreement to: ~~29~~ May 2016

\* DA

\* AK

David R Allen (David R Allen)  
(Seller) signed

JOSHUA NANCE  
(Buyer) Joshua Nance

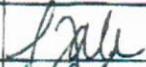
**CITY OF PALMER ACTION MEMORANDUM**

**SUBJECT:** Authorize the City Manager to Consent to Palmer Hangars Owners Association Proprietary Lease for Units No. 1, 3, 4, 5, 6, 8, 9, Upon Their Sale

**AGENDA OF: January 9, 2007**

**Council action:** Authorized

**Approved for presentation by Tom Healy, City Manager** 

Route To:	Department/Individual:	Initials:	Remarks:
x	Originator – Airport Manager		
X	City Clerk		
x	City Attorney	 js	add 4 below - not in default.
	Emergency Services Director		
	Finance Director		
	Library Director		
	Police Chief		
	Public Works Director		

**Attachment(s):**

**Fiscal note:**

x	No fiscal impact.
	Funds are budgeted from this account number:
	Funds are not budgeted. Budget modification is required. Affected account number:

Finance Director Signature: 

**Summary statement:** Palmer Hangars Owner Association is the lessee for a 9 unit T-hangar complex constructed on Yukon Drive at the Palmer Municipal Airport. Authorizing this consent will permit the sale of the remaining units to close with out prior council approval.

**Administration recommendation:** Authorize the City Manager to execute the Consent to Proprietary Lease for Units 1, 3, 4, 5, 6, 8, and 9 conditioned on receipt of the following:

1. Copy of fully executed Proprietary Lease
2. Completed Tenant contact information sheet is filled out
3. Certificate of Insurance in accordance with the requirement of the proprietary lease is received.
4. Tenant is not in default under the lease from the City.



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**ASSIGNMENT AND ASSUMPTION OF PROPRIETARY LEASE  
AND TRANSFER OF CERTIFICATE OF MEMBERSHIP**

MS94916

THIS ASSIGNMENT AND ASSUMPTION OF LEASE AND TRANSFER OF CERTIFICATE OF MEMBERSHIP (the "Assignment") is made and entered into and effective as of the 10th day of July, 2013, by and between GEORGE J. GALLAGHER and PEGGY J. GALLAGHER LIVING TRUST, Dated September 8, 2011, George J. Gallagher and Peggy J. Gallagher as Trustees ("Assignor"), whose address is 7210 East Chester Heights Circle, Anchorage, AK 99504, and DAVID R. ALLEN, a(n) unmarried person, ("Assignee"), whose address is 20244 Glacier Park Circle, Eagle River, AK 99577.

**RECITALS**

**WHEREAS**, Assignor is currently the lessee under that certain Proprietary Lease Agreement (the "Lease") between Assignor and Palmer Hangars Owners Association, dated October 5, 2007, recorded October 12, 2007, Reception Number 2007-027127-0, with respect to certain airplane hangar space described as

Unit No. 4, Lot 11, Block 3, Preliminary Plat for the Palmer Municipal Airport, Palmer Recording District, Third Judicial District, State of Alaska, and

**WHEREAS**, by mesne Assignments Palmer Hangars Owners Association obtained a lease from the City of Palmer at the Palmer Airport as to the following described property

Lot 11, Block 3, Preliminary Plat for the Palmer Municipal Airport, Palmer Recording District, Third Judicial District, State of Alaska;

and all terms and conditions of said Airport Lease and compliance therewith apply to this Assignment and Assumption of Proprietary Lease and Transfer Of Certificate Of Membership, all as more fully set forth in said Proprietary Lease; and

**WHEREAS**, Assignor desires to assign their right, title, and interest under the Proprietary Lease to Assignee, and further transfers the Certificate of Membership in and to said Unit 4, and Assignee desires to accept and assume the right, title, and interest of Assignor under the Proprietary Lease and Certificate of Membership;

**NOW, THEREFORE**, in consideration of the foregoing and the covenants and agreements contained herein, the parties agree as follows:

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Assignment and Assumption of Proprietary Lease and Transfer of Certificate of Membership, Page 1

the parties agree as follows:

**Section 1. Assignment of Proprietary Lease and Transfer of Certificate of Membership.** Assignor hereby grants, transfers, conveys and assigns to Assignee all of their right, title and interest as Lessee under the Proprietary Lease and Certificate of Membership, and Assignee accepts such assignment, and except as provided in Section 2 below, assumes all obligations of Assignor thereunder, as of the effective date of this Assignment. Except as provided in Section 2 with respect to Claims (as such term is hereinafter defined), Assignee shall defend, indemnify and hold harmless Assignor from and against all Claims arising or occurring under the Proprietary Lease and Certificate of Membership after the effective date of this Assignment.

**Section 2. Continued Liability of Assignor.** Notwithstanding the provisions of Section 1 above, Assignor expressly agrees that they shall remain liable for all obligations and claims (the "Claims"), including, but not limited to, indemnity obligations, arising or occurring under the Proprietary Lease and Certificate of Membership prior to the effective date of this Assignment, irrespective of whether a Claim is made after the effective date of this Assignment. Assignor shall defend, indemnify and hold harmless Assignee from and against such Claims.

**Section 3. Permits, Laws, and Taxes.** The assignee shall acquire and maintain, in good standing, all permits, licenses and other entitlements necessary to the performance under this Agreement. All actions taken by the assignee under this Agreement shall comply with all applicable statutes, ordinances, rules and regulations, including, but not limited to the Palmer Municipal Code, and all state and/or federal laws and regulations. The assignee shall pay all taxes pertaining to its performance under this Agreement.

**Section 4. Other Instruments/Actions.** The parties agree to execute such further reasonable instruments, to take such further reasonable actions, and to make any additional reasonable transfers as may be necessary to carry out the purpose and intent of this Assignment.

**Section 5. Miscellaneous.**

**5.01. Governing Law/Remedies.** This Assignment and the rights of the parties under it will be governed by and construed in all respects in accordance with the laws of the State of Alaska without giving effect to principles or provisions thereof relating to choice of law or conflict of laws. In any action to enforce the provisions of this Assignment, the prevailing party shall be entitled to reasonable attorney fees and court costs.

**5.02. Waiver/Amendments.** Any waiver must be in writing, and any waiver by any party of a breach of any provision of this Assignment shall not operate as or be construed to be a waiver of any other breach of that provision or of any breach of any other provision of this Assignment. The failure of a party to insist upon strict adherence to any term of this Assignment on one or more occasions shall not be considered a waiver or deprive that party of the right thereafter to insist upon strict adherence to that term or any other term of this Assignment. This Assignment shall not be altered, modified or otherwise amended except by an instrument in

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Assignment and Assumption of Proprietary Lease and Transfer of Certificate of Membership, Page 2



with my signed by both parties.

5.03. Binding Effect Assignment. This Assignment and all of the provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

5.04. No Partnership, Joint Venture, Etc. Nothing in this Assignment shall be intended or deemed to create a partnership, joint venture, association, or other similar relationship between the parties hereto.

5.05. No Third Party Beneficiaries. This Assignment does not create, and shall not be construed as creating, any rights enforceable by any person not a party to this Assignment.

5.06. Severability. If any provision of this Assignment or any application thereof shall be held invalid, illegal or unenforceable, the remainder of this Assignment or any other application of such provision shall not be affected thereby.

5.07. Counterparts. The Assignment may be executed in one or more counterparts, including by facsimile, all of which counterparts taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Assignment as of the date and year first written above.

ASSIGNOR: GEORGE AND PEGGY GALLAGHER LIVING TRUST Dated September 8, 2011, GEORGE J. GALLAGHER AND PEGGY J. GALLAGHER as Trustees

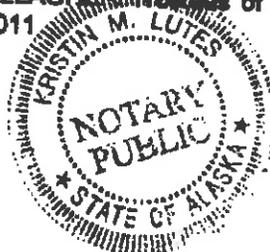
George J. Gallagher  
GEORGE J. GALLAGHER

Peggy J. Gallagher  
PEGGY J. GALLAGHER

STATE OF ALASKA )  
THIRD JUDICIAL DISTRICT ) ss.

The foregoing instrument was acknowledged before me on July 10, 2013, 2013, by GEORGE J. GALLAGHER and PEGGY J. GALLAGHER, Trustees of the George and Peggy Gallagher Living Trust, Dated September 8, 2011.

Kristin M. Lutes  
Notary Public in and for Alaska  
My Commission Expires: 5.29.16



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Assignment and Assumption of Proprietary Lease and Transfer of Certificate of Membership, Page 3



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2013-015245-0

**ASSIGNEE:**

*David R. Allen*  
DAVID R. ALLEN  
R. *it*

STATE OF ALASKA )  
THIRD JUDICIAL DISTRICT ) ss.

The foregoing instrument was acknowledged before me on July 11, 2013, 2013, by DAVID R. ALLEN, R.

*Kristin M. Lutes*  
Notary Public in and for Alaska  
My Commission Expires: 5.29.16



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Assignment and Assumption of Proprietary Lease and Transfer of Certificate of Membership, Page 4-



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2013-015245-0

**APPROVED BY CITY OF PALMER:**

The City Of Palmer, Lessor under the original Airport Lease dated June 5, 2005, hereby approves of this Assignment And Assumption Of Proprietary Lease and Transfer Of Certificate Of Membership and the provisions thereof.

DATED: July 10, 2013

**CITY OF PALMER:**

By: Douglas B. Griffin  
Its: City Manager

Record in Palmer Recording District.  
Return to:  
DAVID S. ALLEN  
20244 Glacier Park Circle  
Eagle River, AK 99577

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Assignment and Assumption of Proprietary Lease and Transfer of Certificate of Membership, Page 5





**AIRCRAFT INSURANCE BINDER**

**NAMED INSURED:** Joshua M Nance and Rebecca R Nance  
**ADDRESS:** 2228 S Austin Circle, Palmer, AK 99645  
**POLICY PERIOD:** April 26, 2016 to April 26, 2017  
at 12:01 A.M. local time at the Named Insured's address  
**INSURANCE COMPANY:** Starr Aviation Agency, Inc.  
**POLICY NUMBER:** 1000318476-01

**COVERAGE and LIMITS:**  
Single Limit Bodily Injury & Property Damage Liability \$1,000,000 each occurrence limited to \$100,000 per passenger  
Medical Payments \$5,000 per passenger including crew  
Territory US, Canada, Mexico, the Bahamas, and the Caribbean Islands or enroute between points therein

**APPROVED AIRCRAFT:** N54SD, 1954 CESSNA 180, Serial No.: 31162

Aircraft Hull Value \$120,000 Ground and Flight  
Deductible \$6000 in motion \$6000 not in motion  
Approved Uses Pleasure and Business  
Additional Insured Interest **City of Palmer**  
Lienholder Interest Not Applicable

**APPROVED PILOTS:** **Joshua Nance**  
Any Other Pilots: Named Pilot Only

**ANNUAL POLICY PREMIUM:** \$3,008.00  
Annual State/Local Taxes Not Applicable

**TOTAL ANNUAL PREMIUM:** \$3,008.00

**IMPORTANT COVERAGE PROVISIONS and LIMITATIONS:** The Insurance Coverages are limited to all the policy agreements, conditions, and exclusions set forth in the policies and/or certificates which will be issued by the insurance company or management group. This binder is given on the above statements, and will be in effect the date upon which the insurance takes effect and terminates upon issuance of the insurance policy.

**INSURANCE BROKER:**  
AOPA Insurance Services  
P.O. Box 9170, Wichita, KS 67277  
P: (800) 622-AOPA [2672] or (316) 942-2223

**DATE ISSUED:** April 26, 2016

**BY:** *Brenda J. Jennings*  
Authorized Representative