

FIRST AMENDMENT TO LEASE

This First Amendment to Lease (“Amendment”) is made and entered into this _____ day of Deceember, 2016, by and between the CITY OF VENICE, a municipal corporation under the laws of the State of Florida, hereinafter called “Lessor,” and MARTIN H. ZACHRICH, hereinafter called “Lessee.”

WHEREAS, on August 27, 1996, Lessor entered into a lease with EMCEE ELECTRONICS, INC., for certain property located at the Venice Municipal Airport (hereinafter, the “Lease”), described as the “Premises” in said Lease; and

WHEREAS on September 18, 2003, the Lease was assigned by EMCEE ELECTRONICS, INC., to BURR and BURGE AVIATION, LLC; and

WHEREAS the Lease was assigned to the Lessee on August 10, 2010; and

WHEREAS the term of the Lease expires on October 31, 2016, hereinafter called the “Initial Lease Term;” and

WHEREAS Section 4 of the Lease provides an Option to Renew for two (2) consecutive periods of five (5) years, hereinafter individually called a “Renewal Term;” and

WHEREAS the Lessee has provided timely written notice of his intention to exercise the option for the first Renewal Term; and

WHEREAS at this time the Lessor and Lessee have also identified certain provisions in the Lease that the parties believe will be mutually beneficial to amend.

NOW THEREFORE, in consideration of the premises and mutual covenants contained herein, the parties agree as follows:

1. Subsequent to the expiration of the Initial Lease Term, the first Renewal Term shall commence on November 1, 2016, and expire on October 31, 2021, unless otherwise earlier terminated under the terms and conditions of the Lease.

2. Pursuant to Sections 1 and 4 of the Lease, the rent for the demised premises during the first option term has been determined to be seven hundred eight dollars (\$708.00) per month, said sum being payable on the first day of each month during the first Renewal Term of the Lease.
3. The legal description attached hereto as Exhibit A describes the premises subject to the Lease as of the effective date of this Amendment and shall hereafter replace Exhibit A to the Lease and any and all references to Exhibit A contained in the Lease, any Assignments of Lease, any Assignments of Interests in Lease, and in this Amendment or any other subsequent amendments to the Lease.
4. Section 13 of the lease, "Indemnification and Liability Insurance," is hereby deleted and replaced with the following:

Lessee shall procure and maintain, during the life of the Lease, the insurance listed below. The policies of insurance shall be primary and written on forms acceptable to the Lessor and placed with insurance carriers approved and licensed by the Insurance Department in the State of Florida and meet a minimum financial AM Best and Company rating of no less than A:VII. No changes are to be made to these specifications without prior written specific approval by the Lessor.

a. **Commercial General Liability** providing coverage for premises and operations including but not limited to bodily injury, property damage, contractual, products and completed operations, collapse, underground and explosion, owner's and contractor's protective, contractual and personal injury with limits of not less than \$1,000,000 per occurrence, \$1,000,000 aggregate.

b. **Airport Premises Liability**, with limits of not less than \$1,000,000 per occurrence, \$1,000,000 aggregate.

c. **Property** for all buildings and improvements and Lessee's personal property on said property and for all risks of loss included in Fire and Common "Special Form" perils with limits no less than current replacement value of buildings and improvements. Coverage must also include windstorm and flood with limits no less

than current replacement value of buildings and improvements. Lessee is responsible for full replacement cost, including any deductibles. The term “replacement value” shall mean the actual replacement cost less depreciation. The replacement value shall be determined whenever reasonably requested by Lessor.

d. **Hangar Keepers’ Liability**, if applicable, with limits equal to or greater than actual exposure.

e. **Aircraft Liability**, if applicable, with limits not less than \$1,000,000 per occurrence, \$1,000,000 aggregate.

f. **Automobile Liability**, if applicable, including bodily injury and property damage for all vehicles owned, leased, hired and non-owned vehicles with limits of not less than \$1,000,000 per occurrence, \$1,000,000 aggregate.

g. **Storage Tank Liability**, if applicable, with limits not less than \$1,000,000 per occurrence, \$1,000,000 aggregate or equal to actual exposure.

Policy Form:

All policies required by this Lease with the exception of Workers Compensation, or unless specific approval is given by Lessor, are to be written on an occurrence basis, and for liability policies shall name the City of Venice, its Elected Officials, Officers, Agents, Employees as additional insureds as their interests may appear under this Lease Agreement. Insurer(s) shall agree to waive all rights of subrogation against the City of Venice, its Elected Officials, Officers, Agents, and Employees.

Each insurance policy required by this Lease shall apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer’s liability;

All policies required by this Lease shall be endorsed to state that coverage shall not be suspended, voided or canceled by either party, reduced in coverage or in limits except after 30 days prior written notice to Lessor by certified mail, return receipt requested.

The Lessor shall retain the right to review, annually, coverage form/policy, and amount of insurance.

The procuring of required policies of insurance shall not be construed to limit Lessee's liability nor to fulfill the indemnification provisions and requirements of this Lease.

The Lessee shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Lease and shall be solely responsible for the payment of any deductible and/or retention to which such policies are subject, whether or not Lessor is an insured under the policy.

Certificates of insurance evidencing occurrence form coverage and conditions to this Lease are to be furnished to Lessor ten (10) business days prior to commencement of Lease and a minimum of thirty (30) calendar days prior to expiration of the insurance policy.

Notices of claims associated with this Lease shall be provided to the Lessee's insurance company and Lessor, as soon as practicable after notice to the Lessee.

Lessee shall indemnify and hold harmless the City of Venice, its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Lessee and persons employed or utilized by the Lessee in connection with the Lease.

5. All other terms and conditions of the Lease dated August 27, 1996, not specifically amended herein, remain in full force and effect.
6. In addition, the following Sections 33 – 41 are hereby added to the Lease as of the effective date of this Amendment.

33. USE OF AIRPORT FACILITIES

Lessee shall be entitled, in common with others so authorized, to the use of all facilities and improvements of a public nature which now are or may hereafter be connected with or appurtenant to the Venice Municipal Airport (“Airport”), including the use of landing areas, runways, taxiways, navigational aids, terminal facilities, aircraft parking areas, and others as may be designated by Lessor.

34. AIRPORT DEVELOPMENT

Lessor reserves the right to develop, improve, repair, and alter the Airport and landing areas, runways, taxiways, navigational aids and terminal facilities as it may deem appropriate, free from any and all liability to lessee arising out of or connected to the making of such improvements, repairs, and alterations so long as a means of reasonably equivalent ingress and egress are concurrently made available to Lessee.

35. SECURITY

Lessee shall comply with all applicable regulations relating to Airport security, including but not limited to the Airport’s security plan and access policy, whether existing or as may be updated from time to time, and shall control the premises in a manner acceptable to the lessor, so as to prevent or deter unauthorized persons from obtaining access to the Airport.

Lessee shall permit Lessor and the agents and employees of Lessor to enter the Premises at all reasonable times for the purpose of installing, operating and maintaining security devices on the Premises at the cost of the Lessor.

36. APPLICABLE LAW AND VENUE

This Lease shall be construed in accordance with the laws of the State of Florida. Venue for any action brought pursuant to this Lease shall be in Sarasota County, Florida. Any action for breach of or enforcement of any provision of this Lease shall be brought in the 12th Judicial Circuit Court in and for Sarasota County.

37. INVALIDITY OF CLAUSES

The invalidity of any portion, article, paragraph, provision, or clause of this Lease shall have no effect upon the validity of any other part of portion this Lease.

38. RENT AS A SEPARATE COVENANT

Lessee shall not for any reason withhold or reduce Lessee's required payments of rent and other charges unless provided for in this Lease, it being expressly understood and agreed by the parties that the payment of rent is a covenant by Lessee that is independent of the other covenants of the parties hereunder.

39. RELATIONSHIP OF THE PARTIES

Lessee is and shall be deemed to be an independent contractor and operator responsible to all parties for its respective acts or omissions, and Lessor shall in no way be responsible for the duties and obligations of Lessee.

40. RADON GAS

Florida law requires that the following notice be provided on at least one document, form, or application executed at the time of or prior to execution of a rental agreement for any building: "Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and

state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your County Public Health Unit".

41. CONSTRUCTION OF IMPROVEMENTS

Any proposed construction or facilities developed by Lessee shall be in accordance with plans and specifications approved by Lessor prior to commencement of permitting and construction and such approval shall not be unreasonably withheld.

Upon completion of approved construction and within sixty (60) days of Lessee's receipt of a certificate of occupancy, a complete set of as-built drawings shall be delivered to the Lessor in a media type and format acceptable for the permanent record of Lessor.

Any construction or installation shall be at the sole risk of Lessee and shall be in accordance with all applicable state and local codes and laws and subject to inspection by the Lessor. Prior to the commencement of any improvements by Lessee on the Premises, Lessee, at Lessee's expense, shall procure and provide Lessor with a copy of a Federal Aviation Regulation, Part 77 airspace study, approved by the Federal Aviation Administration, if applicable.

Lessee shall be responsible for extending any services such as pavement, taxiways, roadways and/or utility services to the site at Lessee's sole expense, unless otherwise negotiated by the Lessor.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

Attest:

City of Venice, Florida

City Clerk

By:

John W. Holic, Mayor

Witness:

By:

Martin H. Zachrich

As to Lessee

Approved as to Form:

City Attorney

SKETCH OF DESCRIPTIONSHEET 1 OF 4

505 AIRPORT AVENUE

DESCRIPTION: LEASE PARCEL

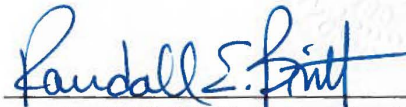
A part of Lots 5 and 6, Block 382, VENICE AIRPORT SUBDIVISION, recorded in Plat Book 20, Page 7B, Public Records of Sarasota County, Florida, located in the Northeast Quarter of Section 19, Township 39 South, Range 19 East, City of Venice, Sarasota County, Florida, described as follows:

Commence at the North Quarter Corner of said Section 19, Township 39 South, Range 19 East, City of Venice, Sarasota County, Florida; thence S.89°47'37"E., along the North line of said Section 19, a distance of 47.65 feet; thence S.00°37'40"W., a distance of 197.90 feet to the South Right of Way line of Airport Avenue (80' wide Public Right of Way) same being the Northwest corner of lands described in Official Records Instrument No. 2016020216, of the Public Records of Sarasota County, Florida; thence S.89°35'39"E., along said South Right of Way line of Airport Avenue, a distance of 1791.17 feet to the Northeast corner of said lands described in Official Records Instrument No. 2016020216; thence S.00°36'47"W. along the East line of said lands described in Official Records Instrument No. 2016020216, a distance of 122.30 feet to the POINT OF BEGINNING; thence continue along said East line of lands described in Official Records Instrument No. 2016020116, S.00°36'47"W., a distance of 87.00 feet; thence S.89°37'36"E., a distance of 224.34 feet; thence N.00°36'47"E., a distance of 87.00 feet; thence N.89°37'36"W., a distance of 224.34 feet to the POINT OF BEGINNING.

Parcel contains 19517 square feet or 0.4481 acres, more or less.

NOTES:

- This sketch does not represent a boundary survey. See boundary survey prepared by Britt Surveying, Inc, dated October 12, 2016, Job No. 16-09-17.*
- Bearings based on an assumed meridian. The North line of the Northeast Quarter of Section 19-39S. -19E. as being N.89°47'37"W.*



Randall E. Britt, Professional Land Surveyor
Florida Certification Number 3979

Note: Not Valid Unless Imprinted With Embossed Land Surveyor's Seal

PREPARED FOR:
CITY OF VENICE FLORIDA

DATE: OCTOBER 12, 2016

JOB NUMBER: 16-09-17A



BRITT SURVEYING, INC.

LAND SURVEYORS AND MAPPERS
CERTIFICATE OF AUTHORIZATION NO. L.B. 6638

606 Cypress Avenue Venice Florida 34285
Telephone: (941) 493-1396 Fax: (941) 484-5766

Email: bsi@brittsurveying.com

SKETCH OF DESCRIPTIONSHEET 2 OF 4

505 AIRPORT AVENUE

DESCRIPTION: DRAINAGE EASEMENT

A part of Lots 5 and 6, Block 382, VENICE AIRPORT SUBDIVISION, recorded in Plat Book 20, Page 7B, Public Records of Sarasota County, Florida, located in the Northeast Quarter of Section 19, Township 39 South, Range 19 East, City of Venice, Sarasota County, Florida, described as follows:

Commence at the North Quarter Corner of said Section 19, Township 39 South, Range 19 East, City of Venice, Sarasota County, Florida; thence S.89°47'37"E., along the North line of said Section 19, a distance of 47.65 feet; thence S.00°37'40"W., a distance of 197.90 feet to the South Right of Way line of Airport Avenue (80' wide Public Right of Way) same being the Northwest corner of lands described in Official Records Instrument No. 2016020216, of the Public Records of Sarasota County, Florida; thence S.89°35'39"E., along said South Right of Way line of Airport Avenue, a distance of 1791.17 feet to the Northeast corner of said lands described in Official Records Instrument No. 2016020216; thence S.00°36'47"W. along the East line of said lands described in Official Records Instrument No. 2016020216, a distance of 122.30 feet thence S.89°37'36"E., a distance of 224.34 feet to the POINT OF BEGINNING; thence N.00°36'47"E., a distance of 122.17 feet to said South Right of Way line of Airport Avenue; thence N.89°35'39"W., along said South Right of Way line, a distance of 10.00 feet; thence S.00°36'47"W., a distance of 122.16 feet; thence S.89°37'36"E., a distance of 10.00 feet to the POINT OF BEGINNING.

Parcel contains 1222 square feet or 0.0280 acres, more or less.

PREPARED FOR:
CITY OF VENICE FLORIDA

DATE: OCTOBER 12, 2016
JOB NUMBER: 16-09-17A



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SKETCH OF DESCRIPTIONSHEET 3 OF 4

505 AIRPORT AVENUE

DESCRIPTION: ACCESS EASEMENT

A part of Lots 5 and 6, Block 382, VENICE AIRPORT SUBDIVISION, recorded in Plat Book 20, Page 7B, Public Records of Sarasota County, Florida, located in the Northeast Quarter of Section 19, Township 39 South, Range 19 East, City of Venice, Sarasota County, Florida, described as follows:

Commence at the North Quarter Corner of said Section 19, Township 39 South, Range 19 East, City of Venice, Sarasota County, Florida; thence S.89°47'37"E., along the North line of said Section 19, a distance of 47.65 feet; thence S.00°37'40"W., a distance of 197.90 feet to the South Right of Way line of Airport Avenue (80' wide Public Right of Way) same being the Northwest corner of lands described in Official Records Instrument No. 2016020216, of the Public Records of Sarasota County, Florida; thence S.89°35'39"E., along said South Right of Way line of Airport Avenue, a distance of 1791.17 feet to the Northeast corner of said lands described in Official Records Instrument No. 2016020216; thence S.00°36'47"W. along the East line of said lands described in Official Records Instrument No. 2016020216, a distance of 122.30 feet thence S.89°37'36"E., a distance of 224.34 feet; thence S.00°36'47"W., a distance of 11.63 feet to the POINT OF BEGINNING; thence continue S.00°36'47"W., a distance of 22.64 feet; thence N.62°40'42"E., a distance of 44.69 feet; thence N.00°35'36"E., a distance of 135.65 feet to said South Right of Way line of Airport Avenue; thence N.89°35'39"W. along said South Right of Way line, a distance of 20.00 feet; thence S.00°35'36"W., a distance of 123.55 feet; thence S.62°40'42"W., a distance of 22.05 feet to the POINT OF BEGINNING.

Parcel contains 3259 square feet or 0.0748 acres, more or less.

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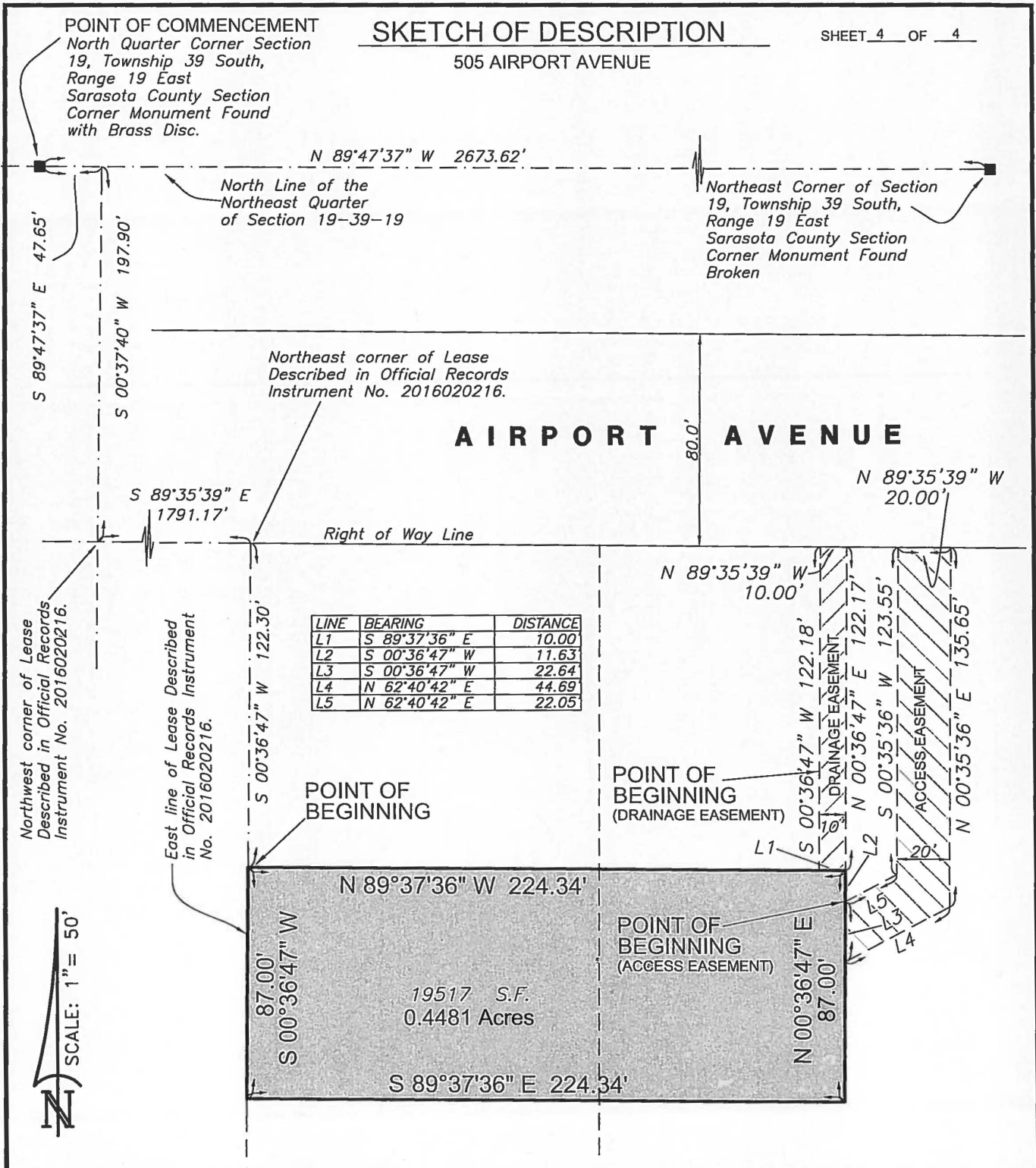


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