



## MEMORANDUM TO VENICE CITY COUNCIL

**THROUGH CHARTER OFFICER:** Edward Lavallee, City Manager

**FROM:** Nicholas Dumas, Airport Manager

**DEPARTMENT:** Airport

**DATE:** 7/24/25

**E-SIGN:**  Edward Lavallee (Jul 29, 2025 15:33:35 EDT)

**MEETING DATE:** 8/26/25

**SUBJECT / TOPIC:** Requesting City Council Approve the 3rd Amendment to the Zachrich Hangar Lease Agreement




**BACKGROUND INFORMATION:** Martin H. Zachrich had the lease from Burr & Burge Aviation, Inc. assigned to them in 2010 for property located on the east side of the Airport, at 505 Airport Avenue E. Since that time, the City and Mr. Zachrich have entered into two Amendments to the lease agreement which executed two five-year lease renewals resulting in a current lease expiration date of October 31, 2026. According to the FEMA's National Flood Insurance Map, the Zachrich Hangar in Zone X, thus does not require flood insurance. This Third Amendment changes the insurance requirements to remove the flood insurance requirement for the leased premises and extends the term of the lease to October 31, 2028.

**SUPPORTS STRATEGIC PLAN:** Goal Five: Encourage and Support a Robust and Diverse Economy

**COUNCIL ACTION REQUESTED:** For Council Adoption by Consent Motion

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Yes    N/A

<input checked="" type="checkbox"/>	<input type="checkbox"/>	Document(s) Reviewed for ADA compliance (required for agenda posting)	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	City Attorney Reviewed/Approval	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Risk Management Review	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Finance Department Review/Approval	
		Funds Availability (account number):	

### THIRD AMENDMENT TO LEASE AGREEMENT

This Third Amendment to Lease Agreement ("Third Amendment") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2025, 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 Lease was amended on December 13, 2016, to exercise the first Renewal Term, and to modify various other provisions in the Lease, including, but not limited to the requirements for liability insurance ; and

WHEREAS, the Lease was further amended on August 24, 2021, to exercise the second Renewal Term and to provide for a potential holdover tenancy upon the expiration of the second Renewal Term; and

WHEREAS, the Lessee has now requested that the insurance requirements for the Premises provided for under the Lease be modified to not include flood insurance; and

WHEREAS, the Lessor has determined that the requirement for flood insurance for the Premises is not necessary; and

WHEREAS, the Lessor and Lessee agree that the Lease should be further amended to eliminate the requirement for flood insurance on the Premises for the remainder of the Lease term; and

WHEREAS, the Lessor and Lessee further wish to extend the term of the Lease by two (2) additional years.

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

1. Subsequent to the expiration of the second Renewal Term, a third Renewal Term shall commence on November 1, 2026, and shall expire on October 31, 2028, unless otherwise earlier terminated under the terms and conditions of the Lease as amended.
2. The rent for the Premises during the third Renewal Term shall be determined in accordance with the provisions set forth in Paragraph 25 of the Lease, with said monthly rent being payable on the first day of each month during the third Renewal Term of the Lease.
3. Should the Lessee holdover beyond the expiration of the third Renewal Term, then the Lessee shall become a month-to-month tenant in accordance with the law at a rate of the same monthly rent as required to be paid by Lessee for the period immediately prior to the expiration of the third Renewal Term and otherwise subject to the terms and conditions specified in this Lease, so far as applicable. In the event of any such holdover tenancy, Lessee shall give to Lessor at least thirty (30) days' prior written notice of any intention to vacate the Premises, and shall be entitled to thirty (30) days' prior notice of any intention of Lessor to terminate the Lease in the event Lessor desires possession of the Premises; however, Lessee shall not be entitled to thirty (30) days' notice in the event Lessee fails to timely pay the monthly rent due to Lessor or occurrence of another event of default by Lessee as provided for under the Lease.
4. Section 13.c. of the Lease, as previously amended, shall be deleted and replaced with the following:

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 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.

5. All other terms and conditions of the Lease dated August 27, 1996, as previously amended, which are not specifically amended herein, shall remain in full force and effect throughout the term of the Lease.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

IN WITNESS WHEREOF, the parties hereto have executed this Third Amendment to Lease Agreement the day and year first above written.

	By:	<u>Martin Zachrich</u> <small>Martin Zachrich (Jul 28, 2025 07:52:48 EDT)</small>
_____ Witness:		_____ Martin H. Zachrich, as Lessee

Attest:	City of Venice, Florida
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_____ Kelly Michaels, City Clerk	By: _____ Nick Pachota, Mayor
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Approved as to Form and Correctness

\_\_\_\_\_  
Kelly Fernandez, City Attorney

**ASSIGNMENT OF LEASE**

THIS ASSIGNMENT is made and entered into this 10th day of August, 2010, by and between BURR & BURGE AVIATION, LLC (hereinafter referred to as "ASSIGNOR"), and MARTIN H. ZACHRICH (hereinafter referred to as "ASSIGNEE").

WHEREAS, this Lease was originally entered into between the CITY OF VENICE and EMCEE ELECTRONICS, INC. on August 27, 1996, and was thereafter assigned by EMCEE ELECTRONICS, INC. to BURR & BURGE AVIATION, LLC on September 18, 2003; and

WHEREAS, the ASSIGNOR wishes to assign all of its right, title and interest in and to the Lease to ASSIGNEE; and

WHEREAS, the ASSIGNEE wishes to receive such assignment and to assume all of the duties of the Lessee under the Lease.

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

1. ASSIGNOR assigns all of its right, title and interest in and to that certain Lease between the CITY OF VENICE and the ASSIGNOR to the ASSIGNEE subject to approval by the CITY OF VENICE. The Lease legal description herein assigned is described in (Exhibit "A") attached and made a part hereof by this reference.

2. ASSIGNEE shall utilize the demised premises only for the uses authorized by the Lease and shall faithfully perform all of the Lessee's duties and obligations under said Lease.

3. This assignment shall not release or relieve the ASSIGNOR from any duty, obligation or liability under the terms and conditions of the Lease.

BURR & BURGE AVIATION, LLC

MARTIN H. ZACHRICH

By: Mary K Ackerman

Martin H. Zachrich  
Martin H. Zachrich

Print: MARY K ACKERMAN

Its: MANAGER

"ASSIGNOR"

"ASSIGNEE"

**CONSENT TO ASSIGNMENT OF LEASE**

The CITY OF VENICE, as the Lessor under the August 27, 1996 Lease, hereby consents to the above assignment.

Dated this 10th day of AUGUST, 2010.

THE CITY OF VENICE, FLORIDA

By: Ernie Zaudnyik  
Ed Martin, Mayor

ERNIE ZAUDNYIK, VICE MAYOR

ATTEST:

BY: Linda Depew  
Lori Stelzer, City Clerk

LINDA DEPEN, DEPUTY CITY CLERK

Approved By City Council

Date: 8/10/2010

## Exhibit A

COPY /

COMMENCE AT THE SOUTHEAST CORNER OF BLOCK 375, ACCORDING TO THE PLAT OF "VENICE AIRPORT SUBDIVISION", AS RECORDED IN PLAT BOOK 20, PAGES 7, 7A & 7B, OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA, FOR A POINT OF COMMENCEMENT; THENCE, ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF AIRPORT AVENUE, (80 FOOT RIGHT-OF-WAY), NORTH 89°22'48" WEST, 187.97 FEET; THENCE SOUTH 00°49'48" WEST, 80.00 FEET TO AN INTERSECTION WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID AIRPORT AVENUE; THENCE SOUTH 89°22'48" EAST, ALONG SAID RIGHT-OF-WAY LINE, 340.90 FEET; THENCE SOUTH 00°49'48" WEST, 121.62 FEET FOR A POINT OF BEGINNING; THENCE CONTINUE SOUTH 00°49'48" WEST, 87.00 FEET; THENCE SOUTH 89°24'35" EAST, 224.34 FEET; THENCE NORTH 00°49'48" EAST, 87.00 FEET, SAID POINT ALSO BEING, "POINT A FOR CONVENIENCE"; THENCE NORTH 89°24'35" WEST, 224.34 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH: A 10.00 FOOT DRAINAGE AND UTILITY EASEMENT DESCRIBED AS FOLLOWS: COMMENCE AT ABOVE DESCRIBED "POINT A FOR CONVENIENCE", SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE NORTH 89°24'35" WEST 10.00 FEET; THENCE NORTH 00°49'48" EAST, 121.51 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF AIRPORT AVENUE, (80.00 FOOT RIGHT-OF-WAY); THENCE SOUTH 89°22'48" EAST, ALONG SAID RIGHT-OF-WAY LINE, 10.00 FEET; THENCE SOUTH 00°49'48" WEST, 121.51 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH: A 20.00 FOOT WIDE EASEMENT FOR INGRESS AND EGRESS BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE ABOVE DESCRIBED "POINT A FOR CONVENIENCE"; THENCE SOUTH 00°49'48" WEST, 12.29 FEET FOR A POINT OF BEGINNING; THENCE CONTINUE SOUTH 00°49'48" WEST, 23.80 FEET; THENCE NORTH 58°00'24" EAST, 59.77 FEET; THENCE NORTH 00°49'48" EAST, 125.32 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF AIRPORT AVENUE, (80.00 FOOT RIGHT-OF-WAY); THENCE NORTH 89°22'48" WEST, ALONG SAID RIGHT-OF-WAY LINE, 20.00 FEET; THENCE SOUTH 00°49'48" WEST, 114.28 FEET; THENCE SOUTH 58°00'24" WEST, 36.20 FEET TO THE POINT OF BEGINNING.

ASSIGNMENT OF LEASE

THIS ASSIGNMENT is made and entered into this 18<sup>th</sup> day of September 2003, by and between EMCEE ELECTRONICS, INC., (hereinafter referred to as "ASSIGNOR") and BURR & BURGE AVIATION, LLC, a Florida limited liability company, (hereinafter referred to as "ASSIGNEE").

WHEREAS, the ASSIGNOR is the Lessee under a Lease between the CITY OF VENICE and ASSIGNOR dated August 27, 1996 (hereinafter referred to as the "Lease"); and

WHEREAS, the ASSIGNOR wishes to assign all of its right, title and interest in and to the Lease to ASSIGNEE; and

WHEREAS, the ASSIGNEE wishes to receive such an assignment and to assume all of the duties of the Lessee under the Lease.

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

1. ASSIGNOR assigns all of its right, title and interest in and to the Lease between the CITY OF VENICE and the ASSIGNOR to the ASSIGNEE subject to approval by the CITY OF VENICE.

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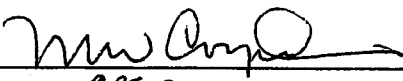
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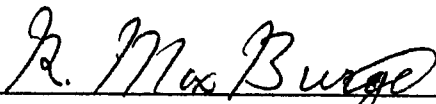
2. ASSIGNEE shall utilize the demised premises only for the uses authorized by the Lease and shall faithfully perform all of the Lessee's duties and obligations under said Lease.

3. This assignment shall not release or relieve the ASSIGNOR from any duty, obligation or liability under the terms and conditions of the Lease.

EMCEE ELECTRONICS, INC.

BURR & BURGE, AVIATION, LLC

By:   
CEO  
MAX W. CORZILIUS, President  
ASSIGNOR

By:   
R. MAX BURGE, Member  
ASSIGNEE

CONSENT TO ASSIGNMENT OF LEASE


The CITY OF VENICE, as the Lessor under the August 27, 1996 Lease, hereby consents to the above assignment.

Dated this 30<sup>th</sup> day of October, 2003.

THE CITY OF VENICE, FLORIDA

By: 

ATTEST:

By:   
City Clerk

Approved By City Council

Date: October 28, 2003

**COPY**

Prepared by and return to:  
ROBERT J. DEBOER, ESQ.  
Kanetsky, Moore & DeBoer, P.A.  
227 Nokomis Ave., South  
Venice, FL 34285

**COLLATERAL ASSIGNMENT OF LESSEE'S INTEREST  
IN LEASE AGREEMENT**

THIS COLLATERAL ASSIGNMENT OF LESSEE'S INTEREST IN LEASE AGREEMENT, hereinafter referred to as "Assignment," made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2003, by and among BURR & BURGE AVIATION, LLC, hereinafter referred to as "Assignor"; COMMUNITY NATIONAL BANK OF SARASOTA COUNTY, hereinafter referred to as "Assignee", and CITY OF VENICE, a Florida Municipality, hereinafter referred to as "Lessor".

**WITNESSETH:**

- A. EMCEE ELECTRONICS, INC., a Florida Corporation ("EMCEE") and Lessor entered into a Lease Agreement dated August 27, 1996 ("Agreement") between Lessor and EMCEE as Lessee, concerning property referred to on Exhibit "A" attached.
- B. EMCEE assigned its interest in the Lease Agreement to Assignor by that certain Assignment of Lease dated September 18, 2003, a copy of which is attached as Exhibit "B".
- C. On October 31, 2003, Assignor executed and delivered to Assignee a Promissory Note in the original principal amount of \$120,000.00 to evidence a loan given by Assignee to Assignor.
- D. Assignor executes this Assignment collaterally assigning its rights, title and interest in, to and under the Lease Agreement to further secure its obligations under the Promissory Note.
- E. Lessor executes this Assignment for the purpose of evidencing written consent to said Assignment.

NOW, THEREFORE, for Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. The foregoing recitations are true and are incorporated herein.

2. Assignor does hereby sell, assign, transfer, and set over to Assignee, its successors and assigns, all of its rights, title and interest as lessee in and under the Lease Agreement, together with all amendments, extensions, and renewals of said Lease Agreement, as well as all of its right, title and interest in and to all present and future security deposits under the Lease Agreement, to have and to hold the same unto Assignee, its successors and assigns, for and during the remainder of the term of the Lease Agreement and in any amendments, renewals and extensions thereof.
3. Assignor does hereby represent and warranty as follows:
  - (a) That it is the Lessee under said Lease Agreement;
  - (b) That said Lease Agreement is current and in good standing and will be so maintained;
  - (c) That it is not in default and will not default in any terms, covenants or provisions of said Lease Agreement;
  - (d) That it will not terminate, amend or modify said Lease Agreement without written consent of Assignee having first been obtained;
  - (e) That it will not execute any other assignments of his interest in said Lease Agreement;
  - (f) That it will timely exercise any options to extent the terms of Lease Agreement;
  - (g) That it will not sublet the leased property without the written consent of Assignee, and
  - (h) That it will timely abide by each and every covenant of the Lease Agreement including payment of rent and other charges required to be paid thereunder.
4. Assignor does hereby agree that Assignee, at the option of Assignee, may, but shall not be obligated to, (i) pay lease payments due on the Lease Agreement; (ii) pay for insurance required to be maintained by the Lease Agreement; and (iii) discharge taxes and any other obligation Assignor is required to perform under the Lease Agreement. Assignor agrees to reimburse the Assignee on demand for any payment made or expense incurred by Assignee pursuant to the foregoing authorization, together with interest on such sums advanced from the date of such an advance to the date of repayment at the highest rate of interest permitted by law, and all sums so advanced together with interest shall be secured by this Assignment and all other collateral security for Assignor's obligations to Assignee.

5. Assignor does hereby agree that if any one or more of the following events (hereinafter called "Events of Default") shall occur for any reason whatsoever and is not cured within the applicable grace period in the promissory note, if any, whether such occurrence shall be voluntary, involuntary, or come about or be effected by operation of law, or pursuant to or in compliance with any judgment, decree or order of Court, or any order, rule or regulation of any administrative or governmental body, to wit,
- (a) A default shall occur in payments required by the Promissory Note;
  - (b) A default shall occur in the due observance or performance of any monetary covenant, agreement or other provision of the Lease Agreement, which shall give the Lessor thereunder the right to terminate the Lease Agreement; and
  - (c) If Assignor's interest under the Lease Agreement shall be levied upon or sold under execution or other legal proceeding.

Then, and in event such event, the Assignee may, upon written notice to Assignor, declare all payments to be made under the Promissory Note, whether then due, to the forthwith due and payable, whereupon the same shall become due and payable both as to principal and interest without presentment, demand or protest, all of which are hereby expressly waived, anything contained herein or in the Promissory Note to the contrary notwithstanding, and Assignee may exercise any and all of its rights under this Assignment or any other security agreement and every other right or remedy now or thereafter existing at law or in equity or by statute, and Assignee may enforce such rights and remedies simultaneously or in such order and at such time as it shall determine in its sole discretion.

6. Assignor constitutes and appoints Assignee its true and lawful and irrevocable attorney-in-fact with power of substitution to, upon occurrence of an Event of Default which is not cured within the applicable grace period, if any, in the Promissory Note, take possession of and sell the assigned Lease Agreement at public or private sale for cash or credit, and on such sale or sales, to transfer or assign to a purchaser full title thereto, free from any right of redemption; and in its own name, shall apply for and obtain a valid and proper Assignment of the assigned Lease Agreement to Assignee, its nominee or purchaser; or Assignee may institute and prosecute appropriate action to foreclose Assignee's lien on the Lease Agreement. After deducting all costs and expenses and fees incurred by Assignee in such sale, the net proceeds thereof shall be applied to the payment of the indebtedness.
7. This Assignment is made and executed in favor of Assignee as additional collateral security for the full and faithful performance of all the covenants and provisions contained in the Promissory Note. When all obligations of Assignor to Assignee have been fully satisfied, the Lease Agreement shall be reassigned to

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Assignor, its successors and assigns, without recourse; otherwise this Assignment shall remain in full force and effect.

8. Assignee, by acceptance of this Assignment, has not assumed or agreed to perform any of the obligations of Assignor to the Lessor of the Lease Agreement, except to the extent that Assignee acquires or succeeds to Assignor's interest thereunder.
9. This Assignment shall be governed and construed in accordance with the laws of the State of Florida.
10. This Assignment may be executed in two or more counterparts, each of which shall constitute buy one instrument and shall become effective when copies thereof, which when taken together, bear the signatures of Assignor and Assignee.

THIS AGREEMENT shall be binding upon Assignor, its successors and assigns, and shall inure to the benefit of Assignee, its successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

ASSIGNOR:

BURR & BURGE AVIATION, LLC

By: R. Max Burge  
Print Name: R. Max Burge  
Its: Member

ASSIGNEE:

COMMUNITY NATIONAL BANK OF  
SARASOTA COUNTY

By: Robert E. Koson  
Robert E. Koson  
Senior Vice President

LESSOR:

CITY OF VENICE

By: Dean Calamara  
Print Name: DEAN CALAMARAS  
Its: MAYOR

K. J. De Boer  
Print Name: K. J. De Boer  
Pamela Palmer  
Print Name: PAMELA PALMER  
Rhonda LeBlanc  
Print Name: Rhonda LeBlanc  
Leanne K. Hanson  
Print Name: LEANNE K. HANSON

Raeann E. Keefe  
Print Name: Raeann E. Keefe  
Linda DePew  
Print Name: LINDA DEPEW

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STATE OF FLORIDA  
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 12<sup>th</sup> day of February, 2004, by R. MAX BURGE as Member of BURR & BURGE AVIATION, LLC, who is personally known to me.

Pamela Palmer

Print Name: PAMELA PALMER

Notary Public

My Commission Expires:

STATE OF FLORIDA  
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 23rd day of February, 2004, by Robert Koson as Senior Vice President of Community National Bank of Sarasota County who is personally known to me.

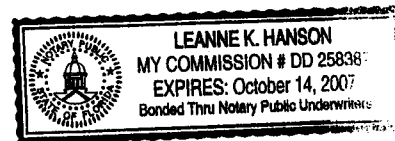
Leanne K. Hanson

Print Name: \_\_\_\_\_

Notary Public

My Commission Expires:

STATE OF FLORIDA  
COUNTY OF SARASOTA



The foregoing instrument was acknowledged before me this 12<sup>th</sup> day of March, 2004, by DEAN CALAMARAS as MAYOR of CITY OF VENICE, who (☒) is personally known to me or has produced a \_\_\_\_\_ as identification.

Linda Gamble Depew

Print Name: LINDA DEPEW

Notary Public

My Commission Expires:



Linda Gamble Depew  
Commission # CC 995558  
Expires March 3, 2005  
Bonded Thru  
Atlantic Bonding Co., Inc.

## Exhibit A

COPY /

COMMENCE AT THE SOUTHEAST CORNER OF BLOCK 375, ACCORDING TO THE PLAT OF "VENICE AIRPORT SUBDIVISION", AS RECORDED IN PLAT BOOK 20, PAGES 7, 7A & 7B, OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA, FOR A POINT OF COMMENCEMENT; THENCE, ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF AIRPORT AVENUE, (80 FOOT RIGHT-OF-WAY), NORTH 89°22'48" WEST, 187.97 FEET; THENCE SOUTH 00°49'48" WEST, 80.00 FEET TO AN INTERSECTION WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID AIRPORT AVENUE; THENCE SOUTH 89°22'48" EAST, ALONG SAID RIGHT-OF-WAY LINE, 340.90 FEET; THENCE SOUTH 00°49'48" WEST, 121.62 FEET FOR A POINT OF BEGINNING; THENCE CONTINUE SOUTH 00°49'48" WEST, 87.00 FEET; THENCE SOUTH 89°24'35" EAST, 224.34 FEET; THENCE NORTH 00°49'48" EAST, 87.00 FEET, SAID POINT ALSO BEING, "POINT A FOR CONVENIENCE"; THENCE NORTH 89°24'35" WEST, 224.34 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH: A 10.00 FOOT DRAINAGE AND UTILITY EASEMENT DESCRIBED AS FOLLOWS: COMMENCE AT ABOVE DESCRIBED "POINT A FOR CONVENIENCE", SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE NORTH 89°24'35" WEST 10.00 FEET; THENCE NORTH 00°49'48" EAST, 121.51 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF AIRPORT AVENUE, (80.00 FOOT RIGHT-OF-WAY); THENCE SOUTH 89°22'48" EAST, ALONG SAID RIGHT-OF-WAY LINE, 10.00 FEET; THENCE SOUTH 00°49'48" WEST, 121.51 FEET TO THE POINT OF BEGINNING.

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## LEASE AGREEMENT

THIS LEASE AGREEMENT, made and entered into this 27<sup>TH</sup> day of AUGUST, 1996, by and between THE CITY OF VENICE, Venice, Florida, hereinafter called "Lessor," and EMCEE ELECTRONICS, INC., a Florida corporation, hereinafter called "Lessee."

### W I T N E S S E T H:

WHEREAS, Lessor is the owner of certain lands constituting the Venice Municipal Airport, situated in Sarasota County, Florida, and operates said airport, and

WHEREAS, the Lessor is desirous of letting to the Lessee and the Lessee is desirous of hiring from the Lessor, upon hereinafter contained terms and conditions, certain property situated in Sarasota County, Florida, within said airport, described as follows:

SEE LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT  
"A" AND HEREINAFTER REFERRED TO AS THE DEMISED  
PREMISES;

NOW, THEREFORE, in consideration of the premises and the mutual covenants hereinafter contained and the sums of money hereinafter agreed to be paid, the parties agree as follows:

1. TERM AND RENTAL. Lessor does hereby lease to Lessee and Lessee does hereby hire from Lessor the demised premises for a term of twenty (20) years (hereinafter called the initial term), commencing on the first day of November, 1996, to and ending on the 31st day of October, 2016. The annual rental for said demised premises shall be the sum of Four Thousand Two Hundred and no/100 Dollars (\$4,200.00) said sum being payable in equal consecutive monthly payments of Three Hundred Fifty and 00/100 Dollars (\$350.00) due and payable on the first day of each and every month during the term of this Lease. The rental payments shall remain constant for the initial five (5) year period of the Lease and then will be adjusted based on increases during that five (5) year period of the C.P.I. and will further be adjusted each and every five (5) year period thereafter as more fully defined in paragraph 25 below. This Lease shall be deemed a "Net Lease" and Lessor shall receive all rent free from any charges, assessments, impositions, expenses or deductions of any kind.

2. INGRESS AND EGRESS. Lessor does hereby grant to Lessee a nonexclusive reasonable right of use for purposes of ingress and egress by pedestrian and vehicular traffic and by aircraft over and across all established roadways, taxi strips and aircraft landing strips, hereinafter referred to as "public areas." Said right of ingress and egress and right of use shall inure to Lessee, its employees, customers and its successors and assigns, but subject, however, to all reasonable rules and regulations promulgated by Lessor for the efficient operation of the airport and the safety for Lessor's other tenants, customers, and members of the public. The use made of said public areas by Lessee, its employees and customers shall in no way interfere with, prevent, or prohibit the use of said public areas by other tenants or Lessor and their customers and members of the public. This nonexclusive right of ingress and egress shall include the existing ramp to the south of the leased premises as well as the ten foot utility drainage easement and the driveway easement as shown on the survey attached hereto.

3. USE OF PREMISES. The demised premises shall be used solely by the Lessee in its operations as a corporate aircraft hangar and rental of space for aircraft storage. The Lessee shall abide by and conform to all laws, governmental orders and all rules and regulations controlling or in any manner affecting the use of the demised premises or the use of any airport facilities. The Lessee shall also abide by and conform to the rules and regulations promulgated by the Lessor from time to time which apply to all tenants and other users of the Venice Municipal Airport.

4. OPTION TO RENEW. Provided that Lessee shall have paid the rent and performed all the terms, covenants, and conditions hereof and not be then in default, Lessee is hereby given the option to renew this Lease on the demised premises for two (2) additional consecutive periods of five (5) years subsequent to the end of the initial term, as well as the first option term, hereof (said additional periods being hereinafter referred to as the "renewal term") provided, however, that Lessee shall exercise the option, if at all, by giving written notice to the Lessor at least 120 days prior to the expiration of the initial term and also the same written notice to the Lessor at least 120 days prior to the expiration of the initial option term in the event that the second option term is to be exercised. The rental for the renewal term hereof shall be negotiated subsequent to the exercise of said option by Lessee and prior to the end of the initial term hereof as well as prior to the end of the initial option term hereof. Said renegotiated rent for the renewal terms shall not be less than the

highest rent paid during the initial term, or the initial option term, as the same may be adjusted from time to time, and shall not be more than double the highest rent paid during the initial term. All of the other terms, covenants and conditions herein contained shall be applicable to said renewal terms.

5. IMPROVEMENTS. Lessee shall have the right to make and construct improvements on the demised premises from time to time provided, however, that the Lessor must review and approve in writing any and all such improvements on the property, which consent may not unreasonably be withheld.

6. MECHANIC'S LIEN AND SURETY BOND. Lessor's interest in the property shall not be liable for or subject to any mechanics, materialmen or laborers lien, whether Lessor has given its written approval for any improvements constructed by the Lessee during the term hereof, and Lessee shall save and hold harmless Lessor and its interest in the demised premises from any such lien or purported lien. Lessee shall secure a surety bond with a good and sufficient surety assuring the payment and performance by Lessee's contractor and subcontractors of all sums due under all contracts for the construction of any improvements contemplated in paragraph 5 above.

7. TITLE TO IMPROVEMENTS. All permanent improvements of whatever kind or nature, including but not limited to, all buildings and all equipment installed therein which, under the laws of the State of Florida, is part of the realty, heating and air conditioning equipment, fencing, landscaping, paving, tie-down facilities and all other permanent improvements which become part of the realty placed upon the demised premises, with or without consent of Lessor, shall thereupon become and be deemed to be a part of the demised premises and shall be and remain the property of Lessor at the expiration hereof, whether this Lease shall be and remain the property of Lessor at the expiration thereof, whether this Lease shall terminate by expiration of its terms or by reason of default in the Lessee's performance of all of the terms and conditions thereof. Title to all personal property, furnishings and trade fixtures shall be and remain in Lessee and may be removed from the demised premises at any time, provided Lessee is not then in default hereunder.

8. MAINTENANCE AND REPAIR OF PREMISES. Lessee shall not permit or suffer any waste of the premises or the improvements thereon and shall keep and maintain all of the permanent improvements on the demised premises in good conditions and repair and keep the same in presentable condition at all times. To this end, Lessee shall establish a program of maintenance of the buildings and grounds on the demised premises within one year from the date Lessee takes

possession of the premises, which plan shall be subject to the approval of the Lessor. Failure to establish such a plan and to follow an approved plan may be a default under this Lease.

9. UTILITIES AND DRAINAGE. Lessee shall pay all costs associated with providing any utility service to the demised premises including, but not limited to, water, sewer, solid waste, recycling and storm water.

10. SIGNS AND ADVERTISING. Lessee shall not erect and will not allow to be erected any outdoor advertising, sign or poster or any other advertising device of whatever kind or nature without prior written approval of Lessor, which written approval shall not be unreasonably withheld, provided the business to be advertised is the business of Lessee situated on the demised premises and said sign does not violate the rules or regulations of Lessor, shall comply with applicable zoning regulations and shall be compatible in appearance with the adjacent facilities and improvements.

11. OBLIGATION TO OBEY THE LAW. The Lessee at all times shall obey and promptly comply with all present and future laws and ordinances of the Federal Government, the State of Florida, and the City of Venice, respecting the condition of the premises and/or the use made thereof and/or business conducted thereon or in connection therewith, and with all lawful orders, regulations and requirements of all government authorities or agencies which may have jurisdiction. The Lessee shall not use the premises demised hereunder, or permit the same to be used, for any unlawful or immoral purpose, or do in or upon or about said premises, or permit the doing herein or thereon or thereabout, of anything which tends to create a nuisance; and the Lessee further covenants at all times to obey and promptly comply with all lawful rules and regulations which may from time to time be promulgated by the Lessor or the Federal Aviation Agency and its successors.

12. QUIET ENJOYMENT. Lessor covenants that it has lawful title to the demised premises free and clear of all liens, mortgages, bonded indebtedness and encumbrances except as otherwise herein noted and subject to the limitation and restriction in the deeds by which Lessor acquired its title, and it has full authority to make this Lease upon the terms herein set forth. Provided Lessee shall pay all rents as herein agreed and keep and fully perform all of the terms, covenants and conditions hereof, Lessee shall quietly enjoy the demised premises subject to the terms and conditions hereof. In the event of a national emergency during the term hereof so as to affect or destroy the possessory right of Lessor in the demised premises or a major portion of the airport, then

Lessor may, at its option, be relieved of the terms hereof. In such event, the rentals herein required shall abate, and Lessee shall vacate the premises and have no further obligation to Lessor.

13. INDEMNIFICATION AND LIABILITY INSURANCE. Lessee shall indemnify and hold harmless the Lessor from and against any and all liability, claims, demands, damages, expenses, fees, fines, penalties, suits, proceedings, actions and causes of action of any and every kind and nature arising or growing out of or in any way connected with any act or omission of the Lessee, and concessionaires, subtenants, licensees, and their respective successors and assigns, or anyone claiming by, through, or under them, or resulting from any breach, violation or nonperformance of any covenant, condition, or agreement herein contained on the part of the Lessee to be kept and performed, resulting in injury to person or persons or property damage or loss of life or property of any kind or nature whatsoever sustained during the term hereof, except to the extent that such bodily injury or property damage or loss results from the sole negligence of Lessor, its agents, employees or subcontractors.

The Lessee shall defend, at its own expense, any and all actions, suits and proceedings, which may be brought against the Lessor or in which the Lessor may be impleaded or joined with others in any such actions or proceedings and shall satisfy, pay, and discharge any and all judgments, orders, and decrees that may be recovered against the Lessor in any such action or proceeding; further, Lessee shall indemnify Lessor for all attorneys' fees reasonably or necessarily incurred by Lessor in the defense of any such action, suit, or proceeding.

The presence or absence of insurance, a requirement to purchase insurance and limits contained therein shall in no way relieve or limit the Lessee's responsibility under this indemnification agreement.

In addition to the foregoing, Lessee shall maintain general liability insurance as follows:

a. General Liability: Coverage for premises and operations, products and completed operations, collapse, underground and explosion coverage, owner's and contractor's protective, contractual and personal injury coverage, or commercial general liability or comprehensive general liability containing same with limits no less than Five Hundred Thousand Dollars (\$500,000.00) combined single limit.

b. Airport Premises Liability with limits no less than Five Hundred Thousand Dollars (\$500,000.00) combined single limit. (If engaged in fueling, storing, repairing, servicing or handling aircraft.)

c. Hangars Keepers Liability with limits equal to or greater than actual exposure. (If engaged in fueling, storing, repairing, servicing or handling aircraft.)

d. Aircraft Liability with limits no less than Five Hundred Thousand Dollars (\$500,000.00) combined single limit. (If aircraft is used related to permitted or contracted activity with City.)

e. Property Insurance on Buildings: Fire and Common "Special Form" perils with limits no less than agreed value of building and improvements. Windstorm with limits no less than agreed value of building and improvements. Flood with limits no less than agreed value of building and improvements.

f. City shall be named as an "Additional Insured" on all liability policies except workers' compensation.

g. All of above must be confirmed with an original "Certificate of Insurance" addressed to the City of Venice.

Lessor may require Lessee, at the end of any policy year, to increase such limits, or purchase additional types of insurance coverage to meet changes in Lessee's operations or in order to meet new minimum insurance requirements placed on all Lessees.

Said insurance shall be provided by a solvent insurance company authorized to do business in the State of Florida and approved by Lessor.

14. WAIVER OF DEFAULT. No waiver of any breach of any of the terms, covenants, conditions or stipulations hereof shall be taken or construed to be a wavier of any other or succeeding breach of the same or any other term, covenant, condition or stipulation hereof.

15. DEFAULT. The happening of any one or more of the following events (hereinafter referred to as event of default) shall constitute a breach of this Lease on the part of the Lessee:

a. The filing by or on behalf of Lessee of any petition or pleading to declare Lessee a bankrupt or the adjudication of Lessee as a bankrupt;

b. The failure of Lessee to regularly, diligently, and efficiently operate the facility and its related activities for which the demised premises are leased;

c. The failure of Lessee to pay any rent due under this Lease Agreement and the continued failure to pay same for a period of ten (10) days after the maturity thereof;

d. Breach, after having written notice of such breach, of any of the rules, regulations, laws or ordinances regulating Lessee's performance of its duties and responsibilities hereunder;

e. The failure of Lessee to fully and promptly perform any act required of it in the performance of this Lease or to otherwise comply with all of the terms and covenants and conditions thereof;

f. The levy of execution or attachment of the leasehold interest of Lessee by process of law or otherwise in satisfaction or partial satisfaction of any judgment, debt or claim; provided Lessee shall have the right to contest any such action against it and during the period of contest, no breach shall occur as a result of any such action.

Upon the happening of any event of default and said default remaining uncured for a period of ten (10) days after notice thereof by Lessor to Lessee (except in the case of a default which cannot be reasonably be cured within said ten-day period, in which event the Lessee shall not be in default provided Lessee, within said ten-day period, commences curative activity and diligently proceeds with said curative activity through completion, even though completion may take more than ten days), then Lessor may, at its option, pursue any one or more of the following: (1) Terminate the term of this Lease and the same end as if terminated by lapse of time and Lessor may re-enter and take possession of the demised premises, and all equipment therein, or (2) terminate Lessee's right to possession and occupancy of the demised premises without terminating the term of this Lease and in that event, the same shall be effective as of the date of written notice of Lessor's election given to Lessee at any time after the date of such event or default, or (3) take any other action permitted by law. Upon any termination of the said terms, whether by lapse of time or otherwise, or upon any termination of Lessee's right to possession or occupancy of said premises without terminating said terms, Lessee shall promptly surrender possession and vacate said premises and Lessee hereby grants to Lessor full and free license to enter into and upon the said premises and the improvements situated thereon in such event without process of law and to expel and remove Lessee and any others who may be occupying said premises and to remove therefrom any and all property using, for such purpose, such force as may be necessary and Lessor shall not be guilty of or liable for trespass,

eviction or forcible entry or detainer and said re-entry shall be without relinquishing Lessor's right to rent or any other right given to Lessor hereunder or by operation of law. Except as herein otherwise expressly set forth, Lessee hereby waives service of any demand of the payment of any rent or notice to terminate the tenancy or demand for possession of the premises, or to re-enter the premises, including any and every form of demand and notice prescribed by any statute or other law.

16. ATTORNEY FEES AND COSTS. The prevailing party in any action to enforce any term or condition of this Lease Agreement shall be entitled to an award of a reasonable attorney's fee and all costs incurred through both trial and appeal.

17. TAXES. In the event the demised premises or any of the improvements situated thereon become liable for the payment of taxes, Lessee shall pay all such taxes before they become delinquent.

18. IDENTITY OF INTEREST. The execution of this Lease or the performance of any of the terms, covenants and conditions hereof shall not be deemed or construed to have the effect of creating between Lessor and Lessee the relationship of principal and agent, or of a partnership or of a joint venture and the relationship between the parties hereto shall be and always remain that of Lessor and Lessee.

19. ASSIGNMENT OF LEASE. This Lease may not be assigned in whole or in part without the prior written consent of Lessor and no portion of the demised premises may be sublet without the prior written consent of the Lessor, which consent shall not be unreasonably withheld. The controlling interest of the stock of Lessee may not be transferred to circumvent the provisions of this paragraph.

20. BANKRUPTCY OR INSOLVENCY OF LESSEE. In the event the Lessee, at any time during the term of this Lease, should suffer or permit an involuntary or voluntary petition in bankruptcy to be filed against him or make any assignment for the benefit of his creditors, or should a receiver or trustee be appointed for the Lessee's property and such appointment or petition is not vacated within sixty (60) days thereafter, same shall constitute a default hereunder and in addition to all other rights of Lessor in the event of default, Lessor shall have the right, at its option, and without notice, to consider the same a termination of this Lease.

21. ACCESS TO PREMISES BY LESSOR. The Lessor, or its agents, shall be afforded free access to all parts of the demised premises and improvements thereon, at reasonable

times and from time to time, for the purpose of satisfying itself that all terms and covenants of this Lease are being complied with by Lessee.

22. NOTICES. Any notice given in connection with this Lease shall be addressed to Lessor, c/o City Clerk, City Hall, Venice, Florida 34285, and to Lessee at the demised premises or such other address as either party may direct in writing.

23. NONDISCRIMINATION. The Lessee hereby covenants and agrees that no person on the grounds of race, color, or national origin, shall be excluded from participation in, denied the benefits of, or to otherwise subjected to discrimination in the use of said facilities.

24. MORTGAGE RIGHTS OF LESSEE. The Lessee shall have the right to mortgage the leasehold interest, together with Lessee's right and interest in any buildings or improvements hereinafter placed upon the demised premises by the Lessee, for the purpose of securing a loan from an institutional lender owing by Lessee, provided that such mortgage will be subject to and inferior to the prior right, title, and interest of the Lessor in the demised premises, and provided also that Lessee or its mortgagees shall give written notice to Lessor of the existence of any such mortgage. In the event it shall become necessary for such mortgagee to foreclose such mortgage, the successful bidder at the foreclosure sale shall thereupon become liable for the full performance and payments provided for and required under the covenants, terms and conditions of this Lease.

25. RENT ADJUSTMENT. Lessor and Lessee hereby covenant and agree that the rental payments provided for in paragraph 1, above, shall be subject to adjustment at the end of every five (5) years during the Lease period based on fluctuations in the revised Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-U) issued by the Bureau of Labor Statistics of the United States Department of Labor, effective November 1, 1978, said Index having a value of 100 for the year 1967, hereinafter referred to as the "Index."

The first adjustment shall be made on the date which is five (5) years from the commencement of the Lease term (rental adjustment date) and shall be effective for the ensuing five (5) years. Additional adjustment dates shall be made following the tenth, fifteenth, and twentieth years from the commencement of the Lease term and each shall be effective for the ensuing five (5) years.

Each rental adjustment shall be the result obtained by multiplying the then existing annual rental amount by a fraction, the numerator of which shall be the Index for the month preceding the month in which the adjustment is made and the denominator of which shall be the Index figure for the month five (5) years preceding the month from which the Index used in the numerator was chosen.

It is the intent of the parties that rent shall be increased by the same percentage amount as the percentage increase in the Index during the five (5) years preceding the adjustment. In no event shall the rent decrease based upon fluctuations in the Index.

Should the Bureau of Labor Statistics change the manner of computing such Index, the bureau shall be requested to furnish a conversion factor designed to adjust the new Index to the one previously in use, and adjustment to the new Index shall be made on the basis of such conversion factor. Should publication of such Index be discontinued by the Bureau of Labor Statistics, then such Index as may be published by the United States Government most nearly approximating such discontinued Index shall be used in making the adjustments herein provided for. If the United States Government discontinues the publication of any such Index, then the parties shall agree upon the rental adjustments for the ensuing five-year term.

26. ENVIRONMENTAL. The Lessee shall comply with all applicable air and water pollution controls and prevention laws and regulations and State and Federal air and water pollution control agencies' recommendations in its use and maintenance of the demised premises. A Modified Phase II Environmental Audit performed by Malatino & Associates, Inc., of Lakeland, Florida, is attached hereto and is to become a part of this Lease Agreement.

27. PROTECTION.

a. That the Lessor reserves unto itself, its successor, 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 noise 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.

b. That the 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 a height so as to comply with Federal Aviation Regulation, Part 77.

c. That the 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.

28. PROPERTY RIGHTS RESERVED. This Lease and all provisions are subject to the terms and conditions of the documents under which the City of Venice acquired the surplus property from the United States of America and shall be given only such effect as will not conflict or be inconsistent with the terms and conditions of the deed restrictions, and are subject to any ordinances, rules or regulations which have been, or may hereafter be adopted by the City of Venice pertaining to the Venice Municipal Airport.

29. EXCLUSIVE RIGHTS RESERVED. Notwithstanding anything herein contained that may be, or appear to be to the contrary, it is expressly understood and agreed that the rights granted under this Agreement are non-exclusive and the Lessor herein reserves the right to grant similar privileges to another operator or other operators on other parts of the airport.

30. LATE CHARGE. Should the Lessee fail to make the monthly payments by the tenth day of the month, the Lessor may assess a late charge of five percent (5%) of the monthly rent. Lessor specifically does not waive his right to declare this Lease in default by the acceptance of any prior late payment with late charge should the Lessee subsequently be in default under this Lease.

31. PARAGRAPH TITLES. The paragraph titles used in this Lease are merely for convenience and are not to be used in interpretation of the particular provisions of this Lease.

32. MISCELLANEOUS AND DEFINITIONS. All of the terms and provisions hereof shall be binding upon and the benefits inure to the parties hereto and their heirs, personal representatives, successors and assigns. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders. This Lease and instruments or documents relating to same shall be construed under Florida law.

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

"LESSOR"

THE CITY OF VENICE

L. Vera Wisner  
Edward F. Hoefert

By: James D. Dross

"LESSEE"

EMCEE ELECTRONICS, INC.

Margaret M. Miller

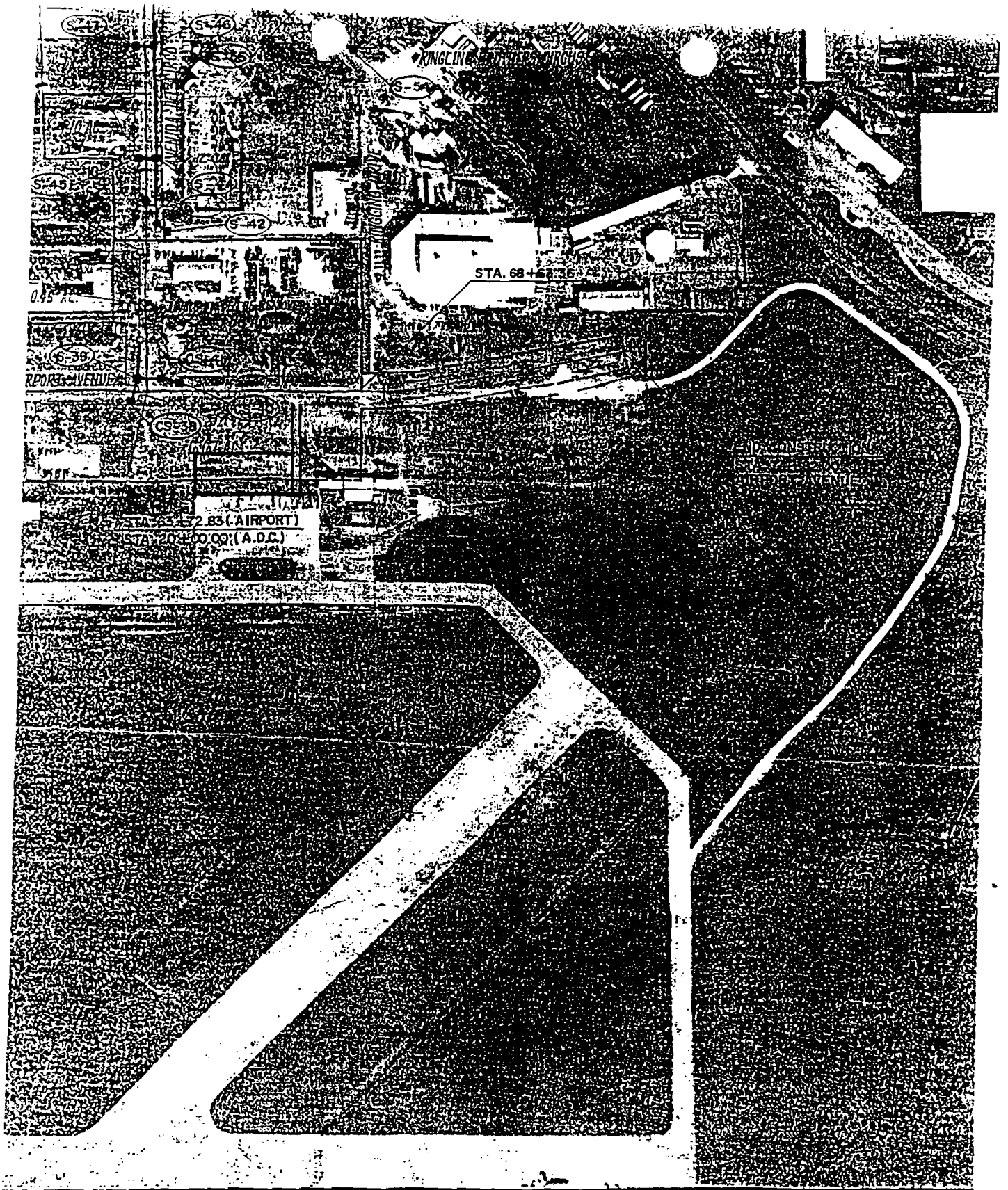
By: Max W. Corzilius  
Max W. Corzilius, President 8-27-96

Bonnie M. Hill



DONNA NEU  
MY COMMISSION # CC380144 EXPIRES  
June 7, 1998  
BONDED THRU TROY FAIR INSURANCE, INC.

Donna Neu

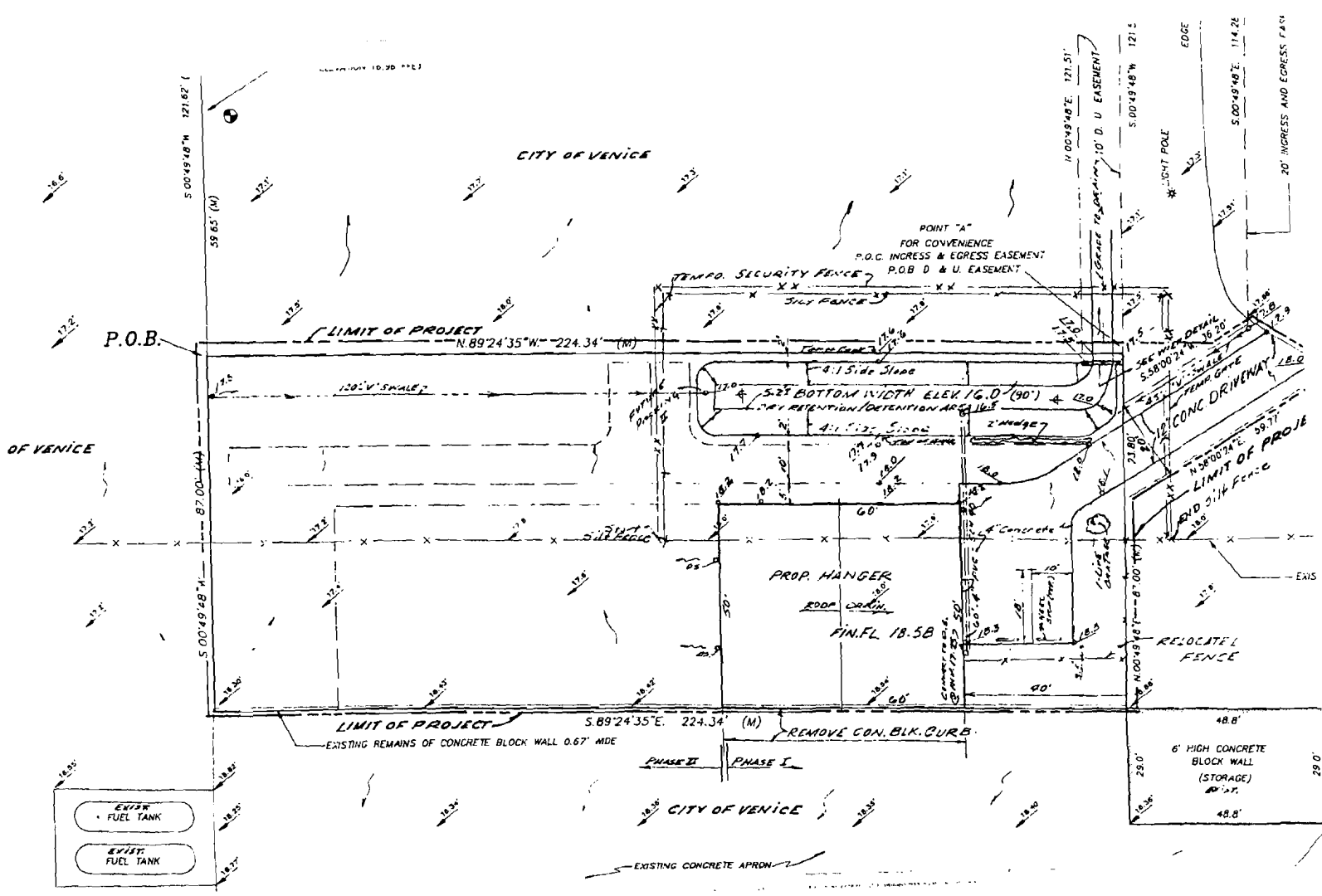


CKD. BY	DATE
T	R.

SARASOTA COUNTY  
GOVERNMENT  
TRANSPORTATION DEPARTMENT

## DRAINAGE MAP

EXHIBIT "A"



## **FIRST AMENDMENT TO LEASE**

This First Amendment to Lease ("Amendment") is made and entered into this 13 day of December, 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.

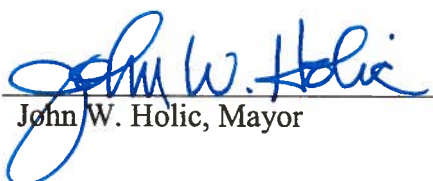
Lessee shall be responsible for extending any services such as pavement, taxiways, roadways and/or utility services to the site at Lessee's sole expense, unless otherwise negotiated by the Lessor.

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

Attest:

City of Venice, Florida

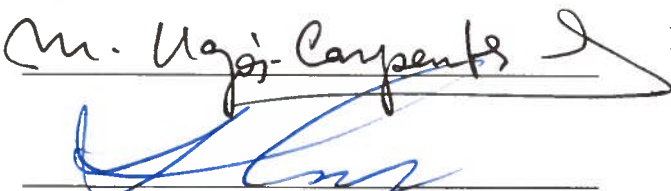
  
City Clerk

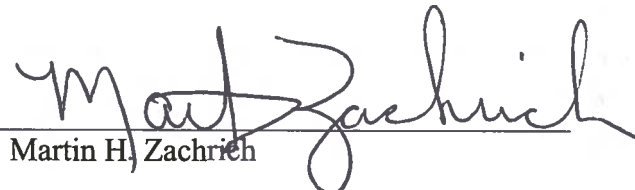
By:   
John W. Holic, Mayor

Approved By City Council

Date: 12/13/2016

Witness:

  
As to Lessee

By:   
Martin H. Zachrich

Approved as to Form:

  
City Attorney

**SKETCH OF DESCRIPTION**SHEET 1 OF 4

505 AIRPORT AVENUE

**DESCRIPTION: LEASE PARCEL**

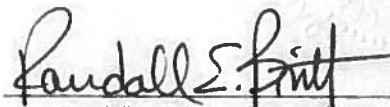
*A part of Lots 5 and 6, Block 382, VENICE AIRPORT SUBDIVISION, recorded in Plat Book 20, Page 7B, Public Records of Sarasota County, Florida, located in the Northeast Quarter of Section 19, Township 39 South, Range 19 East, City of Venice, Sarasota County, Florida, described as follows:*

*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:**

1. *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.*
2. *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](mailto:bsi@brittsurveying.com)

**SKETCH OF DESCRIPTION**SHEET 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



**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](mailto:bsi@brittsurveying.com)

**SKETCH OF DESCRIPTION**SHEET 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.*

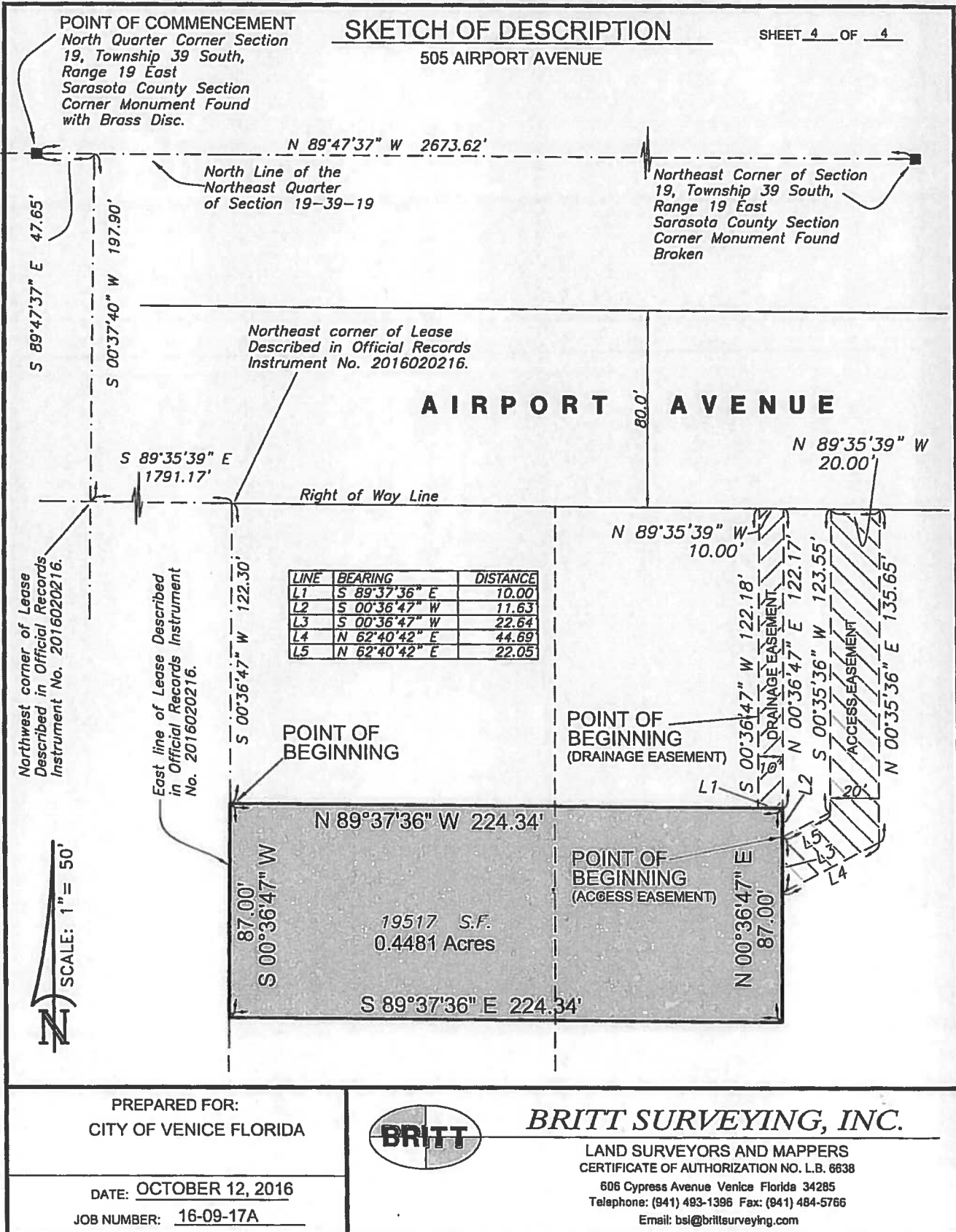
PREPARED FOR:  
CITY OF VENICE FLORIDA

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](mailto:bsi@brittsurveying.com)



## SECOND AMENDMENT TO LEASE

This Second Amendment to Lease ("Second Amendment") is made and entered into this 24<sup>th</sup> day of August, 2021, 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, 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 Lease was amended on December 16, 2016, (the "First Amendment") to exercise the first Renewal Term for five (5) years which commenced on November 1, 2016 and will expire on October 31, 2021; and

WHEREAS, the Lessee has provided timely written notice of Lessee's intention to exercise the option for the second Renewal Term; and

WHEREAS, the Lessor and Lessee agree that the Lease should be further amended to provide for a potential holdover tenancy upon the expiration of the second Renewal Term.

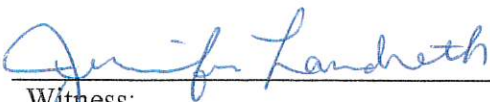
NOW THEREFORE, in consideration of the premises and mutual covenants contained herein, the parties agree as follows:

1. Subsequent to the expiration of the first Renewal Term, the second Renewal Term shall commence on November 1, 2021, and shall expire on October 31, 2026, unless otherwise earlier terminated under the terms and conditions of the Lease as amended.

2. Pursuant to Sections 1 and 4 of the Lease, the rent for the Premises during the second Renewal Term has been determined to be seven hundred eight and 00/100 dollars (\$708.00) per month, said sum being payable on the first day of each month during the second Renewal Term of the Lease.
3. Should the Lessee holdover beyond the expiration of the second Renewal Term, then the Lessee shall become a month-to-month tenant in accordance with the law at a rate of the same monthly rent as required to be paid by Lessee for the period immediately prior to the expiration of the second Renewal Term and otherwise subject to the terms and conditions specified in this Lease, so far as applicable. In the event of any such holdover tenancy, Lessee shall give to Lessor at least thirty (30) days' prior written notice of any intention to vacate the Premises, and shall be entitled to thirty (30) days' prior notice of any intention of Lessor to terminate the Lease in the event Lessor desires possession of the Premises; however, Lessee shall not be entitled to thirty (30) days' notice in the event Lessee fails to timely pay the monthly rent due to Lessor or occurrence of another event of default by Lessee as provided for under the Lease.
4. All other terms and conditions of the Lease dated August 27, 1996, as amended by the First Amendment dated December 16, 2016, not specifically amended herein, shall remain in full force and effect throughout the term of the Lease.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

IN WITNESS WHEREOF, the parties have hereto have executed this Second Amendment to Lease the day and year first above written.

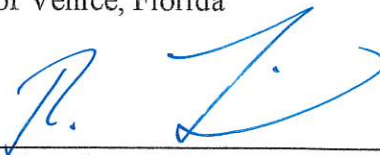
  
\_\_\_\_\_  
Witness:

By:   
\_\_\_\_\_  
Martin H. Zachrich, as Lessee

Attest:

  
\_\_\_\_\_  
Lori Stelzer, City Clerk

City of Venice, Florida

  
\_\_\_\_\_  
By: Ron Feinsod, Mayor

Approved as to Form and Correctness

  
\_\_\_\_\_  
Kelly Fernandez, City Attorney











# Memorandum to City Council - Zachrich Hangar Lease Amendment #3


Final Audit Report


2025-07-29


Created:	2025-07-28
By:	Nicholas Dumas (ndumas@venicefl.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA08IRhXNCC7eN5v_-ZkOx1bCaHYp7bD9


## "Memorandum to City Council - Zachrich Hangar Lease Amendment #3" History


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-  Document emailed to Martin Zachrich (martyzac@gmail.com) for signature  
2025-07-28 - 11:46:10 AM GMT
-  Email viewed by Martin Zachrich (martyzac@gmail.com)  
2025-07-28 - 11:50:08 AM GMT
-  Document e-signed by Martin Zachrich (martyzac@gmail.com)  
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