

AMENDMENT NO. 4 TO THE LEASE AND OPERATING AGREEMENT  
BETWEEN THE CITY OF PENSACOLA AND ECKO AIR LLC AT THE PENSACOLA  
INTERNATIONAL AIRPORT

THIS AMENDMENT NO. 4 (“Amendment No. 4”) to the Lease Agreement between the City of Pensacola and ECKO Air LLC dated August 18, 2004 (“Original Agreement”), effective this \_\_\_ day of \_\_\_\_\_, 2016, is made by and between the City of Pensacola (“City”), a municipal corporation of the State of Florida with the business address of 222 W. Main Street, Pensacola, Florida and ECKO Air LLC, a limited liability company with a business address of 400 East Government Street, Pensacola, Florida 32502 (“Operator”).

WITNESSETH:

**WHEREAS**, the City owns, operates, and maintains the Pensacola International Airport (“Airport”) located in Escambia County, Florida; and

**WHEREAS**, Amendment No. 1 to the Original Agreement dated March 16, 2005 amended the Original Agreement to increase the square footage of the Leased Premises, adjust the lease rental rate provision, modify the Insurance and Indemnification language, and modify the Surrender Upon Termination language; and

**WHEREAS**, Amendment No. 2 to the Original Agreement dated July 25, 2005 amended the Original Agreement as amended to substitute Exhibit A annexed to the Amendment No. 2 for Exhibit A annexed to the Amendment No. 1 of the lease; and

**WHEREAS**, Amendment No. 3 to the Original Agreement dated May 25, 2010 amended the Original Agreement as amended to memorialize the number of tie-down spaces identified in the square footage of the Leased Premises; and

**WHEREAS**, Operator desires, and City agrees, to increase the square footage of the Leased Premises and adjust the lease rental rate provision in the Original Agreement as amended upon the terms and conditions hereinafter set forth to provide for additional aircraft parking; and

**WHEREAS**, Operator desires, and City agrees, to amend the grant of use in the Original Agreement as amended upon the terms and conditions hereinafter set forth to provide that Operator be permitted to perform flight training services; and

**WHEREAS**, Article XLIII of the Original Agreement provides the parties may amend the Original Agreement in writing executed by the parties; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, it is agreed that the Original Agreement as previously amended shall be further amended as follows:

1. Article I, Leased Premises, is hereby amended in its entirety to read:

The City hereby leases and demises to Operator, and Operator hereby hires and takes from the City, the tract(s) of land (herein referred to as the “Leased Premises”), in Escambia County, Florida, and any and all rights, privileges, easements and appurtenances now or hereafter belonging to said tract(s) of real property, subject, however, to all liens, easements, restrictions and other encumbrances of record, provided such matters do not prevent Operator from conducting its business on the Leased Premises as contemplated herein. These premises, more particularly shown on Exhibit A, encompass approximately 28,840 square feet of land for offices, hangars, and automobile parking, and 2,400 square feet of land in between the ramp and office/hangar facility strictly for the installation of below-ground wells and piping for a geothermal heating system. Additionally, the premises also include 5,328 square feet of ramp which encompasses five of the existing tie-down spaces on the ramp. Further, the premises also include 26,620 square feet of helicopter ramp which encompasses two of the existing helicopter spaces on the helicopter ramp.

The Leased Premises shall be taken by Operator in the AS IS condition, subject to all defects, latent and patent, and shall be improved, maintained and operated at Operator’s sole cost and expense except as may otherwise be specifically provided in this Agreement. It is the express intention of the parties hereto that the Operator’s improvements, use and occupancy of the Leased Premises, and all costs associated therewith, shall be and remain the financial obligation of the Operator.

2. Article II, Grant of Use, is hereby amended, in the pertinent part, to read:

The City hereby grants operator the exclusive right to the Leased Premises, and all of the improvements located thereon, to conduct on a non-exclusive basis, commercial aeronautical services/activities describes as Avionics Maintenance and Sales, Airframe and Powerplant Maintenance, and Flight Training in accordance with this Agreement, Operator’s proposal for said operation, and in accordance with the current Minimum Standards for Commercial Aeronautical Activities.

3. Article VI, Rent & Fees, is hereby amended, in the pertinent part, to read:

In consideration of the rights and privileges herein granted, the Operator hereby covenants and agrees to pay the City upon commencement of this agreement a base ground rent, calculated on a square foot basis, of:

Lease Term	Annual Rate	Square Footage	Annual Rent
Commencement Date			
– 2/28/05	\$0.12	34,168	\$4,100.16
3/1/05 – 12/31/06	\$0.12	36,568	\$4,388.16
1/1/07 – 12/31/11	\$0.136	36,568	\$4,973.25
1/1/12 – 12/31/16	\$0.30	36,568	\$10,970.40

1/1/17 – 12/31/21 Amendment No.4	\$0.3177	36,568	\$11,615.96
Date of Execution After 12/31/21	\$0.3177	63,188	\$20,074.83
		Adjusted rate as defined below	

4. Article XLIV is hereby created to read:

**Public Records Act.**

The parties acknowledge and agree to fulfill all obligations respecting required contract provisions in any contract entered into or amended after July 1, 2016, in full compliance pursuant to Section 119.0701, *Florida Statutes*, and obligations respecting termination of a contract for failure to provide public access to public records. The parties expressly agree specifically that the contracting parties hereto shall comply with the requirements within Attachment "A" attached hereto and incorporated by reference.

5. Exhibit A, Leased Premises, is hereby deleted and replaced in its entirety to with Exhibit A, Leased Premises, Amendment No. 4, attached hereto and incorporated by this reference.

6. All other terms and conditions of the Original Agreement, as previously amended, and not further amended, hereby, shall remain in full force and effect.

7. This Amendment No. 4 to the Original Agreement as amended shall be effective upon date of execution.

8. This Amendment No. 4 to the Original Agreement as amended shall be governed by the laws of the State of Florida, and the parties stipulate venue shall be in Escambia County, Florida, for any matter which is the subject of this Amendment No. 4.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 4 to the Original Agreement as amended on the date first above written.

**OPERATOR**

**CITY OF PENSACOLA, FLORIDA**

ECKO Air LLC  
(Operator's Name)

Mayor, Ashton J. Hayward, III

By \_\_\_\_\_  
Member

\_\_\_\_\_  
City Clerk, Ericka L. Burnett

\_\_\_\_\_  
(Printed Member's Name)

Approved As To Substance:

By: \_\_\_\_\_  
Member

\_\_\_\_\_  
Department Director/Division Head

\_\_\_\_\_  
(Printed Member's Name)

Legal in form and valid as drawn:

(SEAL)

\_\_\_\_\_  
City Attorney

EXHIBIT A  
LEASED PREMISES  
AMENDMENT NO. 4



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FABRE ENGINEERING INC.

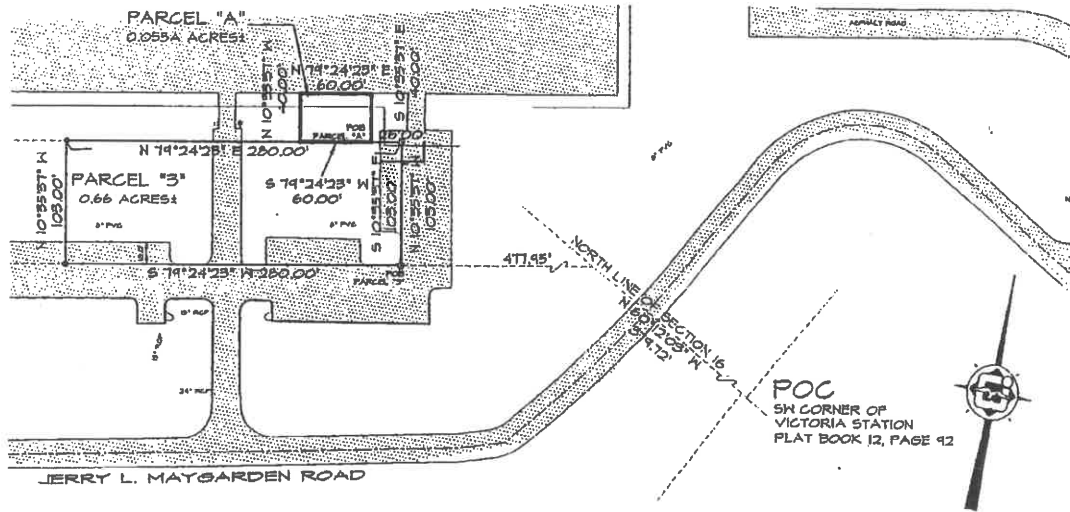
119 GREG SQUARE • PENSACOLA, FLORIDA 32501-4915 • TEL: (850) 433-4398 • FAX: (850) 434-7842

ENGR.

PLANNERS • SURVEYORS

LEGEND:

- - SET 1/2" CAPPED ROD # 6679
- ⊙ - SET NAIL AND DISK # 6679
- ⊖ - WATER VALVE
- ⊕ - FIRE HYDRANT
- ⊗ - WOODEN LIGHT POLE
- ⊛ - CONCRETE LIGHT POLE
- ⊞ - BOLLARDS AND KEY PAD
- ⊟ - ELECTRIC TRANSFORMER AND PAD
- ⊠ - ELECTRIC JUNCTION BOX
- ⊡ - BURIED ELECTRICAL LINE
- W— - BURIED WATER LINE
- RCP - REINFORCED CONCRETE PIPE
- CMP - CORRUGATED METAL PIPE
- S— - SIGN
- ⊞ - MITERED END SECTION
- ⊞ - ELECTRIC PANEL
- ⊞ - GATE CONTROL BOX
- - PVC STUB OUT
- - POINT OF BEGINNING
- - POINT OF COMMENCEMENT



**PARCEL A**  
 COMMENCE AT THE SOUTHWEST CORNER OF VICTORIA STATION, A SUBDIVISION RECORDED IN PLAT BOOK 12, PAGE 42 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA; SAID POINT BEING ON THE NORTH LINE OF SECTION 16, TOWNSHIP 1 SOUTH, RANGE 29 WEST; THENCE GO N 60°12'03" W ALONG SAID NORTH LINE 379.72 FEET; THENCE DEPARTING SAID NORTH LINE, GO S 79°24'23" W ALONG SAID NORTH LINE 477.95 FEET; THENCE GO N 10°35'37" W 103.00 FEET; THENCE S 79°24'23" W 26.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S 79°24'23" W 60.00 FEET; THENCE GO N 10°35'37" W 40.00 FEET; THENCE GO N 79°24'23" E 60.00 FEET; THENCE GO S 10°35'37" E 40.00 FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS APPROXIMATELY 0.0554 ACRES.

**PARCEL 3**  
 COMMENCE AT THE SOUTHWEST CORNER OF VICTORIA STATION, A SUBDIVISION RECORDED IN PLAT BOOK 12, PAGE 42 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA; SAID POINT BEING ON THE NORTH LINE OF SECTION 16, TOWNSHIP 1 SOUTH, RANGE 29 WEST; THENCE GO N 60°12'03" W ALONG SAID NORTH LINE 379.72 FEET; THENCE DEPARTING SAID NORTH LINE, GO S 79°24'23" W 477.95 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S 79°24'23" W 280.00 FEET; THENCE GO N 10°35'37" W 103.00 FEET; THENCE GO N 79°24'23" E 280.00 FEET; THENCE GO S 10°35'37" E 103.00 FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS APPROXIMATELY 0.66 ACRES.

**SURVEYORS' NOTES:**

1. THE BEARINGS SHOWN HEREON ARE BASED ON A GRID BEARING OF S 79°24'23" W ALONG THE SOUTH LINE OF THE SURVEYED PARCEL.
2. NO TITLE SEARCH, TITLE OPINION, OR ABSTRACT WAS PERFORMED BY OR PROVIDED TO FABRE ENGINEERING, INC. FOR THE SUBJECT PROPERTY. THERE MAY BE DEEDS OF RECORD, UNRECORDED DEEDS, EASEMENTS, RIGHTS OF WAY, BUILDING SETBACKS, RESTRICTIVE COVENANTS OR OTHER INSTRUMENTS WHICH COULD AFFECT THE SUBJECT PROPERTY.
3. THE LOCATION OF BURIED UTILITIES IS BASED ON FIELD MARKINGS BY THE UTILITY PROVIDER OR THEIR REPRESENTATIVE AND AIRPORT UTILITIES MAPS. NO CERTIFICATION IS GIVEN BY FABRE ENGINEERING, INC. TO THE ACCURACY OR COMPLETENESS OF THESE MARKINGS.

THIS DRAWING IS THE PROPERTY OF FABRE ENGINEERING, INC. AND IS NOT TO BE REPRODUCED IN WHOLE OR PART, IT IS NOT TO BE USED ON ANY OTHER PROJECT AND IS TO BE RETURNED UPON REQUEST.

**DESCRIPTION DRAWING**  
 A PORTION OF  
 SECTION 16, TOWNSHIP 1 SOUTH, RANGE 29 WEST,  
 ESCAMBIA COUNTY, FLORIDA

**PREPARED FOR**  
 MR. STEVE WALKER

NO.	DATE	REVISIONS
1	6/7/05	Added Parcel A

**SURVEYORS CERTIFICATE:**

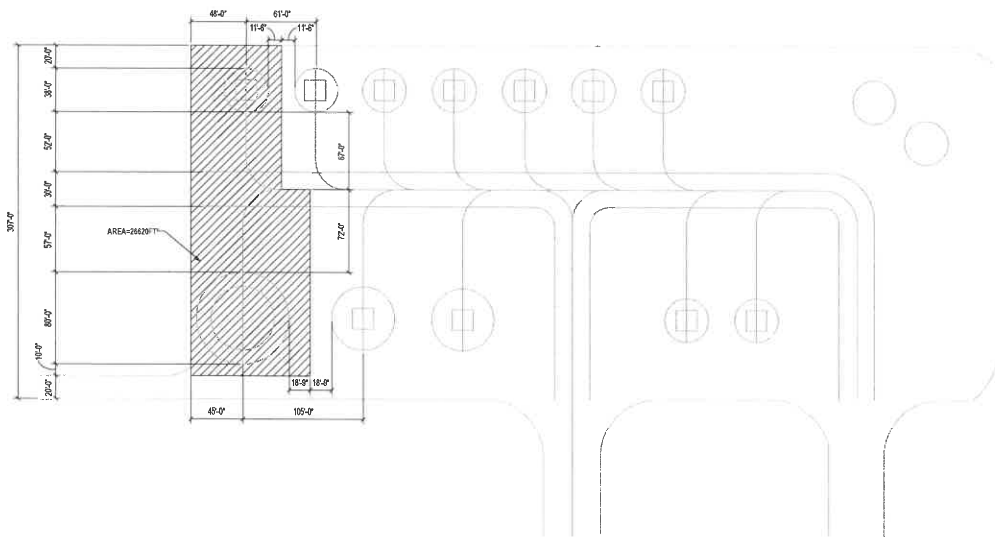
I CERTIFY THE INFORMATION SHOWN HEREON TO BE CORRECT, AND COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR SURVEYING PER CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE, SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS PURSUANT TO SECTION 472021 FLORIDA STATUTES. SUBJECT TO NOTES AND NOTATIONS SHOWN HEREON.

*Frank J. Fabre*  
 FRANK J. FABRE, P.S.M.  
 PROFESSIONAL FLORIDA SURVEYOR, LICENSE NO. 3132, F.E.I. LB NO. 6679  
 DATE: JUNE 6, 2005

SCALE: 1"=100'	FILE: 040001-09-5016	DRAWN BY: J.W.H.	FIELD DATE: 6-3-05	DATE: 6-6-05
JOB NUMBER: 040001-09-501	CHECKED BY: F.J.F.	FIELD BOOK: APAC	PAGE (S): 36	

UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.

*Exhibit A to Lease Amendment No. 2 (Ecko Air)*



1 SITE 1 PLAN  
0-100 1"=40'-0"

T.O.SLAB REF. ELEV. 4'-0" U.N.G., REF. EL. 4'-0" = ELEV. 20.45''

**DDA** DIEBORN ASSOCIATES, LLC  
 (MEMBER TECHNICAL)  
 P.O. BOX 10111 COVINGTON, LA 70428  
 301 West Commerce St. Tel: 800-391-1111  
 FRENCH LA, LOUISIANA

DESIGNED: LJD  
 DRAWN: KCH

CHECKED: LJD  
 DATE: 01/08/2017

**HELICOPTER TIEDOWNS**  
 PENSACOLA INTERNATIONAL AIRPORT  
 PENSACOLA, FL

**S-100**  
 SHEET 10 OF 45

FOR AIRPORT APPROVAL



## **Attachment "A"**

**PUBLIC RECORDS:** Consultant/Contractor/Vendor shall comply with Chapter 119, Florida Statutes. Specifically, Consultant/ Contractor/Vendor shall:

- A. Keep and maintain public records required by the City to perform the service.
- B. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following the completion of the Agreement if Consultant/ Contractor/Vendor does not transfer the records to the City.
- D. Upon completion of the Agreement, transfer, at no cost, to City, all public records in possession of Consultant/Contractor/Vendor or keep and maintain public records required by the City to perform the service. If Consultant/Contractor/Vendor transfers all public records to City upon completion of the Agreement, Consultant/ Contractor/Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Consultant/Contractor/Vendor keeps and maintains public records upon completion of the Agreement, Consultant/Contractor/Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request of the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

Failure by Consultant/Contractor/Vendor to comply with Chapter 119, Florida Statutes, shall be grounds for immediate unilateral cancellation of this Agreement by City.

**IF CONSULTANT/CONTRACTOR/VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: THE OFFICE OF THE CITY ATTORNEY, (850) 435-1715, [PUBLICRECORDS@CITYOFPENSACOLA.COM](mailto:PUBLICRECORDS@CITYOFPENSACOLA.COM), 222 WEST MAIN STREET, PENSACOLA, FL 32502.**