

ORDINANCE NO. 2013-149

AN ORDINANCE AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE ON BEHALF OF THE CITY OF DENTON A FIRST AMENDMENT TO AN AIRPORT LEASE AGREEMENT AS APPROVED BY ORDINANCE 2012-236 ON SEPTEMBER 18, 2012 BETWEEN THE CITY OF DENTON, TEXAS AND HTA AVIATION FOR THE PROPERTY LOCATED AT 4910 LOCKHEED, DENTON ENTERPRISE AIRPORT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, certain real property upon the Denton Enterprise Airport was leased to HTA Aviation in an Airport Lease Agreement executed on September 18, 2012; and

WHEREAS, the City of Denton and HTA Aviation desire to amend the lease agreement; and

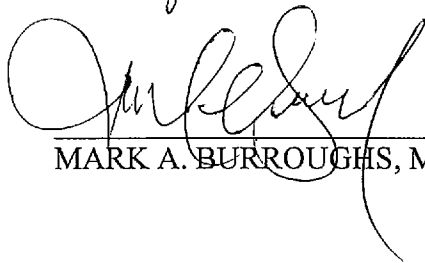
WHEREAS, the City Council deems it in the public interest to approve this lease of additional Airport property as an amendment to the Airport Lease Agreement; NOW, THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The City Manager or his designee is hereby authorized to execute a First Amendment to an Airport Lease Agreement between the City of Denton and HTA Aviation at the Denton Enterprise Airport, which is attached to and made a part of this ordinance for all purposes and to exercise all rights and duties of the City of Denton under the Airport Lease Agreement.

SECTION 2. This ordinance shall become effective immediately upon its passage and approval.

PASSED AND APPROVED this the 19th day of June, 2013.


MARK A. BURROUGHS, MAYOR

ATTEST:
JENNIFER WALTERS, CITY SECRETARY

BY: Jennifer Walters

APPROVED AS TO LEGAL FORM:
ANITA BURGESS, CITY ATTORNEY

BY: ANITA BURGESS

**FIRST AMENDMENT TO
AIRPORT LEASE AGREEMENT
COMMERCIAL OPERATOR**

THE STATE OF TEXAS §
 §
COUNTY OF DENTON §

KNOW ALL MEN BY THESE PRESENTS

This First Amendment to that certain Airport Lease Agreement Commercial Operator which was made and executed on September 18, 2012 at Denton, Texas, by and between the City of Denton, Texas, a municipal corporation, hereinafter referred to as "Lessor," and HTA Aviation having principal offices at 4910 Lockheed, Denton, Texas 76207, hereinafter referred to as "Lessee" which lease is simultaneous with this Amendment being for additional lot area.

WITNESSETH:

WHEREAS, the Lessor and the Lessee have agreed to increase the lot area leased to Lessee for exclusive use by Lessee; and,

WHEREAS, the Lessor and Lessee have agreed to an amount to be charged to Lessee for the area to be leased to lessee;

NOW, THEREFORE, in consideration of the promises and the mutual covenants contained in this Agreement, the parties agree as follows:

SECTION II., "LEASED PREMISES", Sub-Section A., LAND, Paragraph 1, is hereby amended to read as follows:

- A. LAND. A tract of land, being approximately 28,630 square feet or 0.657 acres, as described on Attachment "A", such attachment being incorporated herein by reference (the "leased premises").


SECTION IV., PAYMENTS, RENTALS AND FEES, Sub-Section A., Paragraph 1, is hereby amended to read as follows:

- A. LAND AND RENTAL. Rental shall be due and payable to Lessor in the sum of \$0.27 per net square foot, as determined and provided in Attachment "A", said sum being stipulated herein as \$7,730.10 per year (the "Original Rent"), payable in twelve (12) equal monthly installments in the sum of \$644.17 in advance, on or before the 15th day of each and every month during the term of this Lease Agreement. Lessee has the option to pay annual rentals and fees in whole on or before the 1st day of October, at the beginning of the City's fiscal year, each and every year of this Lease Agreement.

Save and except as amended hereby, all the remaining clauses, sentences, paragraphs, sections and subsections of the Lease shall remain in full force and effect, but the notarization should be for William S. Brown, Vice President HTA Aviation.

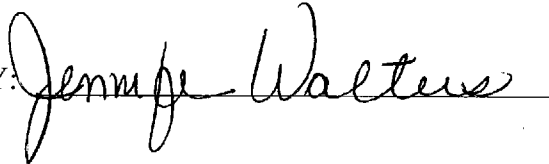
IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year above first written.

BY LESSOR:

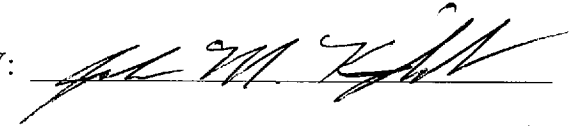

GEORGE C. CAMPBELL
CITY MANAGER

ATTEST:

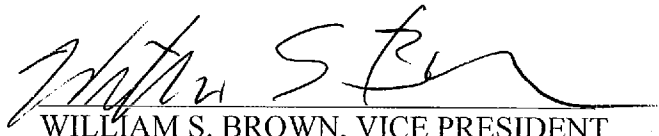
JENNIFER WALTERS, CITY SECRETARY

BY: 

APPROVED AS TO LEGAL FORM:
ANITA BURGESS, CITY ATTORNEY

BY: 

BY LESSEE:


WILLIAM S. BROWN, VICE PRESIDENT
HTA AVIATION

STATE OF TEXAS
COUNTY OF DENTON

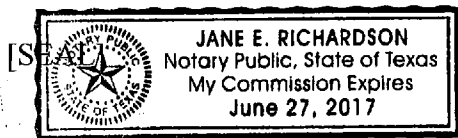
This instrument was acknowledged before me on the 30 day of April,
20 13, by William S. Brown, Vice President for HTA Aviation.



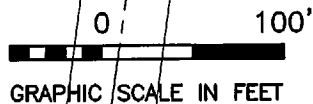
Julie Ann Mullins
Notary Public, State of Texas
My Commission Expires 5/27/17
(or Notary Stamp)

STATE OF TEXAS
COUNTY OF DENTON

This instrument was acknowledged before me on the 24 day of June,
20 13, by George C. Campbell, City Manager on behalf the City of Denton, Texas, a municipal
corporation.



Jane E. Richardson
Notary Public, State of Texas
My Commission Expires 06/27/17
(or Notary Stamp)



TAXIWAY BRAVO

TAXIWAY KILO

LOCKHEED LANE

TAXIWAY LOCKHEED

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DENTON
AIRPORT

NEW HANGAR
DEVELOPMENT
OPTION 2