ORDINANCE NO. <u>2016-337</u>

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 2015-324 ON AUGUST 4, 2016 BETWEEN THE CITY OF DENTON, TEXAS AND MARK HICKS TRANSPORT, LLC FOR THE PROPERTY LOCATED AT 4901 LOCKHEED, DENTON ENTERPRISE AIRPORT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, certain real property upon the Denton Enterprise Airport was leased to Mark Hicks Transport, LLC in an Airport Lease Agreement executed on August 4, 2016; and,

WHEREAS, the City of Denton and Mark Hicks Transport, LLC 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 Mark Hicks Transport, LLC 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 1st day of November, 2016.

CHRIS WATTS, MAYOR

ATTEST:

JENNIFER WALTERS, CITY SECRETARY

BY:

APPROVED AS TO LEGAL FORM: ANITA BURGESS, CITY ATTORNEY

BY:

FIRST AMENDMENT TO THE AIRPORT LEASE AGREEMENT COMMERCIAL OPERATOR WITH MARK HICKS TRANSPORT, LLC

STATE OF TEXAS § \$ KNOW ALL MEN BY THESE PRESENTS: COUNTY OF DENTON §

This First Amendment is executed to be effective as of the 1st day of November, 2016 to that certain Airport Lease Agreement Commercial Operator between the City of Denton, Texas, a municipal corporation, hereinafter referred to as "Lessor" and Mark Hicks Transport, LLC, a Texas limited liability company, hereinafter referred to as "Lessee" which was executed to be effective as of the 4th day of August, 2016, hereinafter referred to as "Base Lease".

WITNESSETH:

WHEREAS, the Lessor and Lessee wish to amend the Base Lease to add approximately 0.064 acres to the Base Lease and make certain other changes to the Base Lease;

NOW, THEREFORE, for and in consideration of the promises and the mutual covenants contained in this Agreement, the parties agree to amend the Base Lease as follows:

SECTION 1. Section II. "Leased Premises", and Section IV. "Payments, Rentals and Fees" are hereby amended so as to add the following thereto:

II. LEASED PREMISES

Lessor, for and in consideration of the covenants and agreements herein contained, to be kept by Lessee, and subject to the conditions contained herein, does hereby demise and lease unto Lessee, and Lessee does hereby lease from Lessor, for the lease term described in Article III, the following described land situated in the City of Denton, Denton County, Texas:

A. <u>LAND</u>. A tract of land, being approximately 84,811 square feet drawn and outlined and legally described on Attachment "A" as such attachment being incorporated herein by reference (the "Leased Premises"); and, a tract of land, being approximately 2,788 square feet drawn and outlined and legally described on Attachment "B" as such attachment being incorporated herein by reference (the "Leased Premises").

Together with the right of ingress and egress to the Leased Premises; and the right in common with others so authorized of passage upon the Airport property generally, subject to reasonable regulations by the City of Denton and such rights shall extend to Lessee's employees, passengers, patrons and invitees. For purposes of this Agreement, the term "Leased Premises" shall include leasehold improvements constructed by the Lessee, but not including certain easements or property owned and/or controlled by the Lessor

A legal description of expanded lease area is shown in this Agreement as Attachment "B".

IV. PAYMENTS, RENTALS AND FEES

Lessee covenants and agrees to pay Lessor, as consideration for this Lease Agreement, the following payments, rentals and fees:

A. LAND AND RENTAL. Rental shall be due and payable to Lessor in the sum of \$0.27 per gross square foot, as determined and provided in Attachment "A", said sum being stipulated herein as \$6,327.45 per year (the "Original Rent"), payable in twelve (12) equal monthly installments in the sum of \$527.29 in advance, on or before the 1st day of each and every month during the term of this Lease Agreement, and, as determined and provided in Attachment "B", said sum being stipulated herein as \$752.76 per year (the "Original Rent"), payable in twelve (12) equal monthly installments in the sum of \$62.73 in advance, on or before the 1st day of each and every month during the term of this Lease Agreement. The first monthly payment under the terms of this Agreement shall be due the first day of the month following issuance of a building permit by the City of Denton for improvements as described in Attachment "C" to this 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.

Notwithstanding the foregoing, the Original Rent will be reduced by the current lease rate per square foot, as adjusted by the CPI-U referenced in Section IV.C., times the number of square feet comprising all easements established in accordance with Section II.E.

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

CITY OF DENTON, TEXAS, LESSOR

BY:

HOWARD MARTIN, INTERIM CITY MANAGER

ATTEST:

JENNIFER WALTERS, CITY SECRETARY

BY:

APPRO∀ED AS TO LEGAL FORM: ANITA BURGESS, CITY ATTORNEY

RY:

	BY: MARK HICKS, MM
	ACKNOWLEDGMENTS
THE STATE OF TEXAS	§
COUNTY OF DENTON	§
This instrument was ackn Howard Martin, Interim City Mar	nowledged before me on the \sum day of MMMM, 2016, by nager of the City of Denton, Texas, on behalf of said municipality.
JENNIFER K. WALTE NOTARY PUBLIC-STATE OF T COMM. EXP. 12-19-20 NOTARY ID 1117650	NOTARY PUBLIC, STATE OF TEXAS
THE STATE OF TEXAS §	
COUNTY OF DENTON §	
This instrument was acknown Mark Hicks, MM, Mark Hicks Tocompany.	nowledged before me on the day of, 2016 by ransport, LLC, a Texas limited liability company, on behalf of said
Al market	NOPARY PUBLIC, STATE OF TEXAS

MARK HICKS TRANSPORT, LLC, a Texas

limited liability obmpany

KATHY KAPLAN-SMITH MY COMMISSION EXPIRES October 27, 2018

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ATTACHMENT C Elitera Elitera OVERALL PLAN A NEW AIRPLANE HANGAR FOR: Mark Hicks Denton Enterprise Aleport Denton, TX BATES ANCHITECTE MARTIN BYS 8 Jamp 800 Stude 1600 Stelling, 100 Testing Students A Martin Architect BARTIN BYS 8 Jamp 800 Stude 1600 Stelling, 100 Testing O40,8577,4881 O40,8577,4881

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HOWARD MARTIN, INTERIM CITY MANAGER

ATTEST:

JENNIFER WALTERS, CITY SECRETARY

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APPROVED AS TO LEGAL FORM: ANITA BURGESS, CITY ATTORNEY

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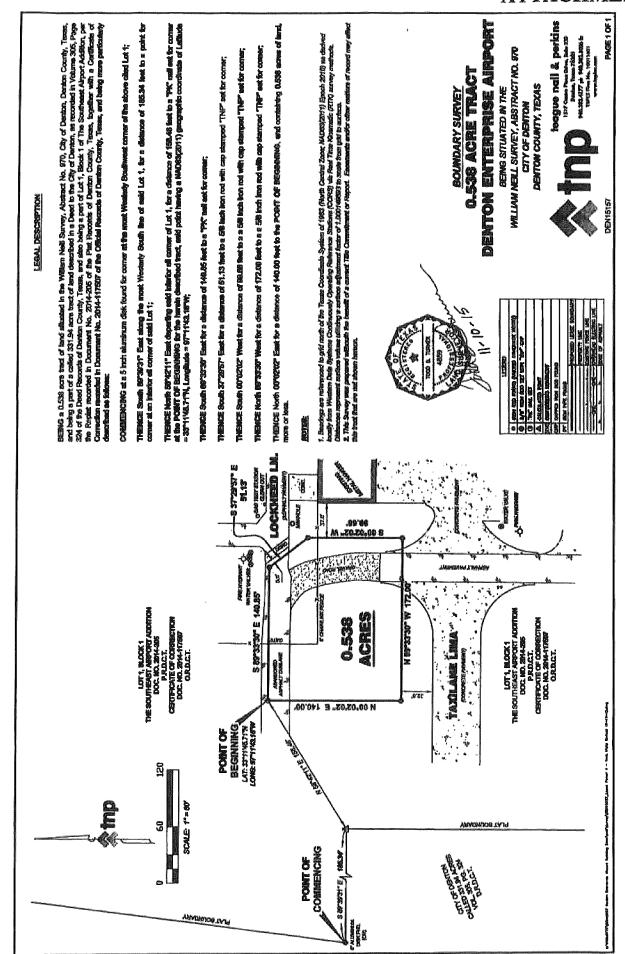
A legal description of expanded lease area is shown in this Agreement as Attachment "B".

	BY: MARK HICKS, MM
	ACKNOWLEDGMENTS
THE STATE OF TEXAS	§
COUNTY OF DENTON	§
Howard Martin, Interim City Mar	9-2018 NOTARY PUBLIC, STATE OF TEXAS
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MARK HICKS TRANSPORT, LLC, a Texas

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KATHY KAPLAN-SMITH MY COMMISSION EXPIRES October 27, 2018



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ATTACHMENT C OVERALL PLAN PATES Michael A Ball A NEW AIRPLANE HANGAR FOR: Mark Hicks Denton Enterprise Airport Denton, TX Architect Architect MARTIN B210 Limp 500 Stoles 500 Declar, TX VESCO (District & Martin Arrivansia, Mar All Highester