

ORDINANCE NO. 2016-337

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,

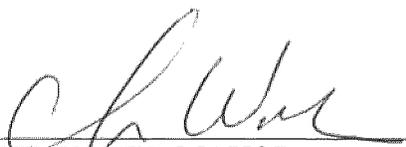
WHEREAS, the City Council deems it in the public interest to approve this lease of additional Airport property as an amendment to the Airport Lease Agreement; NOW, THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

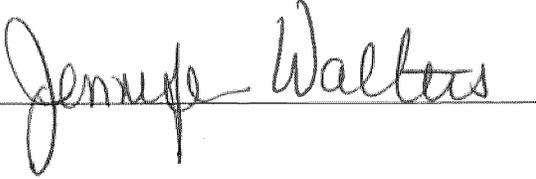
SECTION 1. The City Manager or his designee is hereby authorized to execute a First Amendment to an Airport Lease Agreement between the City of Denton and Mark Hicks Transport, LLC at the Denton Enterprise Airport which is attached to and made a part of this ordinance for all purposes and to exercise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

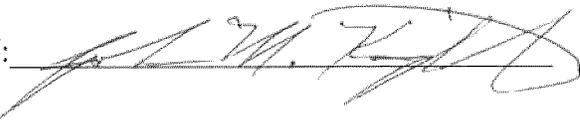
PASSED AND APPROVED this the 1st day of November, 2016.

  
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 4<sup>th</sup> 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. LAND. 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.

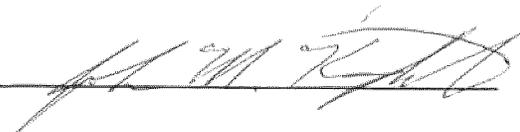
CITY OF DENTON, TEXAS, LESSOR

BY:   
HOWARD MARTIN, INTERIM CITY MANAGER

ATTEST:  
JENNIFER WALTERS, CITY SECRETARY

BY: 

APPROVED AS TO LEGAL FORM:  
ANITA BURGESS, CITY ATTORNEY

BY: 

MARK HICKS TRANSPORT, LLC, a Texas  
limited liability company

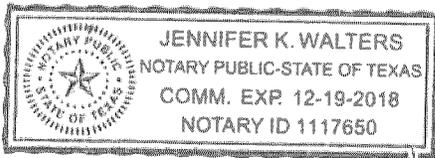
BY: [Signature]  
MARK HICKS, MM

ACKNOWLEDGMENTS

THE STATE OF TEXAS §

COUNTY OF DENTON §

This instrument was acknowledged before me on the 1st day of November, 2016, by  
Howard Martin, Interim City Manager of the City of Denton, Texas, on behalf of said municipality.

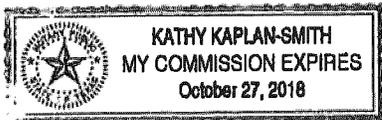


[Signature]  
NOTARY PUBLIC, STATE OF TEXAS

THE STATE OF TEXAS §

COUNTY OF DENTON §

This instrument was acknowledged before me on the 12 day of Oct, 2016 by  
Mark Hicks, MM, Mark Hicks Transport, LLC, a Texas limited liability company, on behalf of said  
company.



[Signature]  
NOTARY PUBLIC, STATE OF TEXAS



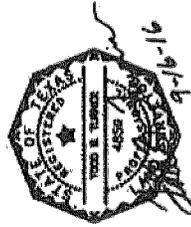
**LEGAL DESCRIPTION**

BEING a 0.064 acre tract of land situated in the William Nell Survey, Abstract No. 970, City of Denton, Denton County, Texas, and being a part of a called S51.94 acre tract of land described in a Deed to the City of Denton, as recorded in Volume 305, Page 326 of the Deed Records of Denton County, Texas, and also being a part of Lot 1, Block 1 of The Southeast Airport Addition, per the Plat recorded in Document No. 2074-205 of the Plat Records of Denton County, Texas, together with a Certificate of Correction recorded in Document No. 2014-17807 of the Official Records of Denton County, Texas, and being more particularly described as follows:

- COMMENCEMENT at a 6 inch aluminum disk found for corner at the most Westerly Southwest corner of the above called Lot 1;
- THENCE South 89°40'27" East along the most Westerly South line of said Lot 1, for a distance of 165.38 feet to a 1/2 inch iron rod with cap stamped "KSA ENG" found at an interior of corner of said Lot 1;
- THENCE North 5°27'19" East along the West line of said Lot 1, for a distance of 141.77 feet to a 5/8 inch iron rod with cap stamped "TNP" set at the POINT OF BEGINNING for the herein described tract, said point bearing a NAD83(2011) geographic coordinate of Latitude = 33°11'45.77"N, Longitude = 97°11'43.38"W;
- THENCE South 89°33'30" East for a distance of 20.00 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;
- THENCE South 00°02'02" West for a distance of 140.00 feet to an "X" cut in concrete set for corner;
- THENCE North 00°03'02" West for a distance of 20.00 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;
- THENCE North 00°02'02" East for a distance of 140.00 feet to the POINT OF BEGINNING, and containing 0.064 acres of land, more or less.

**NOTES:**

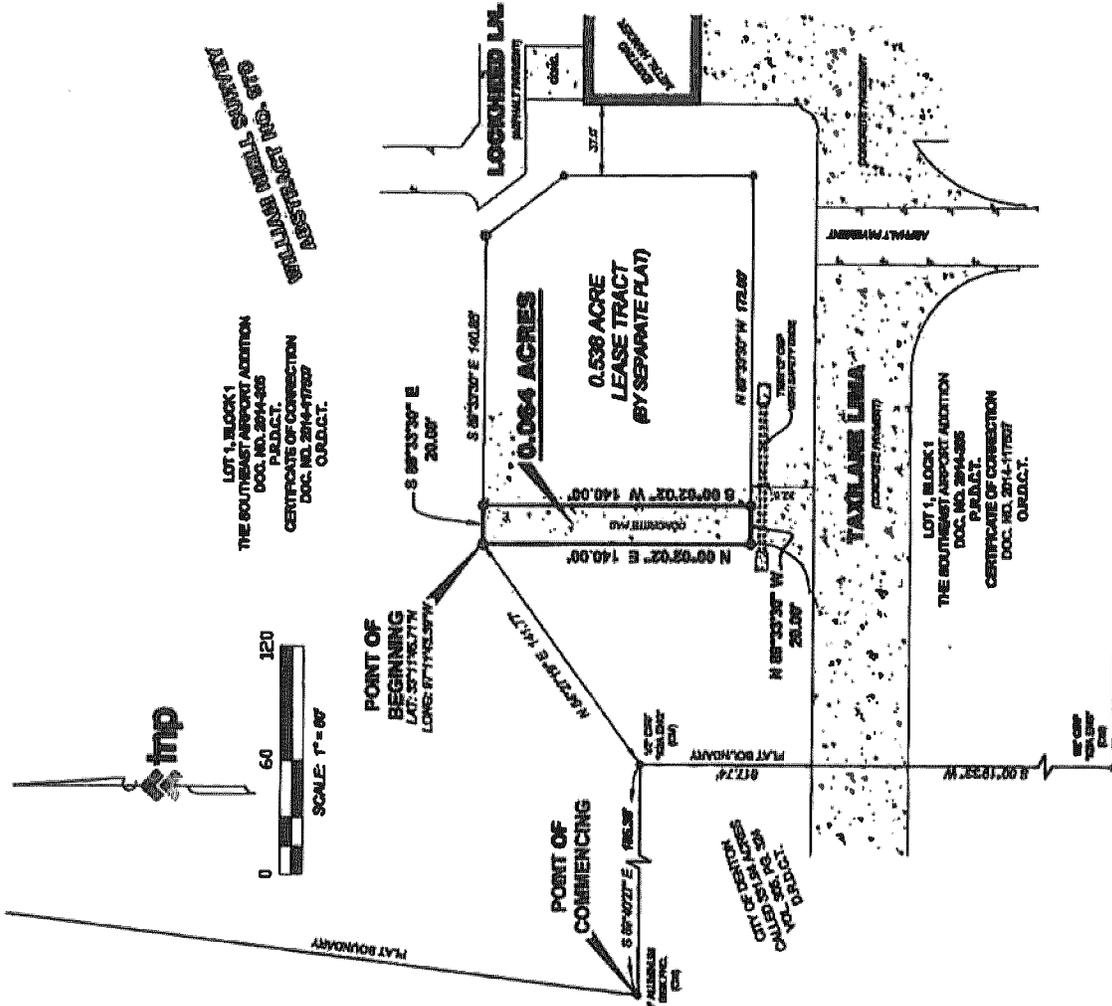
1. Surveys are referenced to grid north of the Texas Coordinate System of 1983 (North Central Zone; NAD83(2011) Epoch 2010) as defined locally from Webster Dots Systems Continuously Operating Reference Station (CORS) for Real Time Kinematic (RTK) survey methods. Distance measurements were taken using a station equipment factor of 1.000146992 to scale from grid to surface.
2. This Survey was prepared without the benefit of a current Title Commitment or Report. Encumbrances and/or other matters of record may affect this tract that are not shown hereon.



**BOUNDARY SURVEY**  
**0.064 ACRE TRACT**  
**DENTON ENTERPRISE AIRPORT**  
 BEING SITUATED IN THE  
**WILLIAM NELL SURVEY, ABSTRACT NO. 970**  
**CITY OF DENTON**  
**DENTON COUNTY, TEXAS**

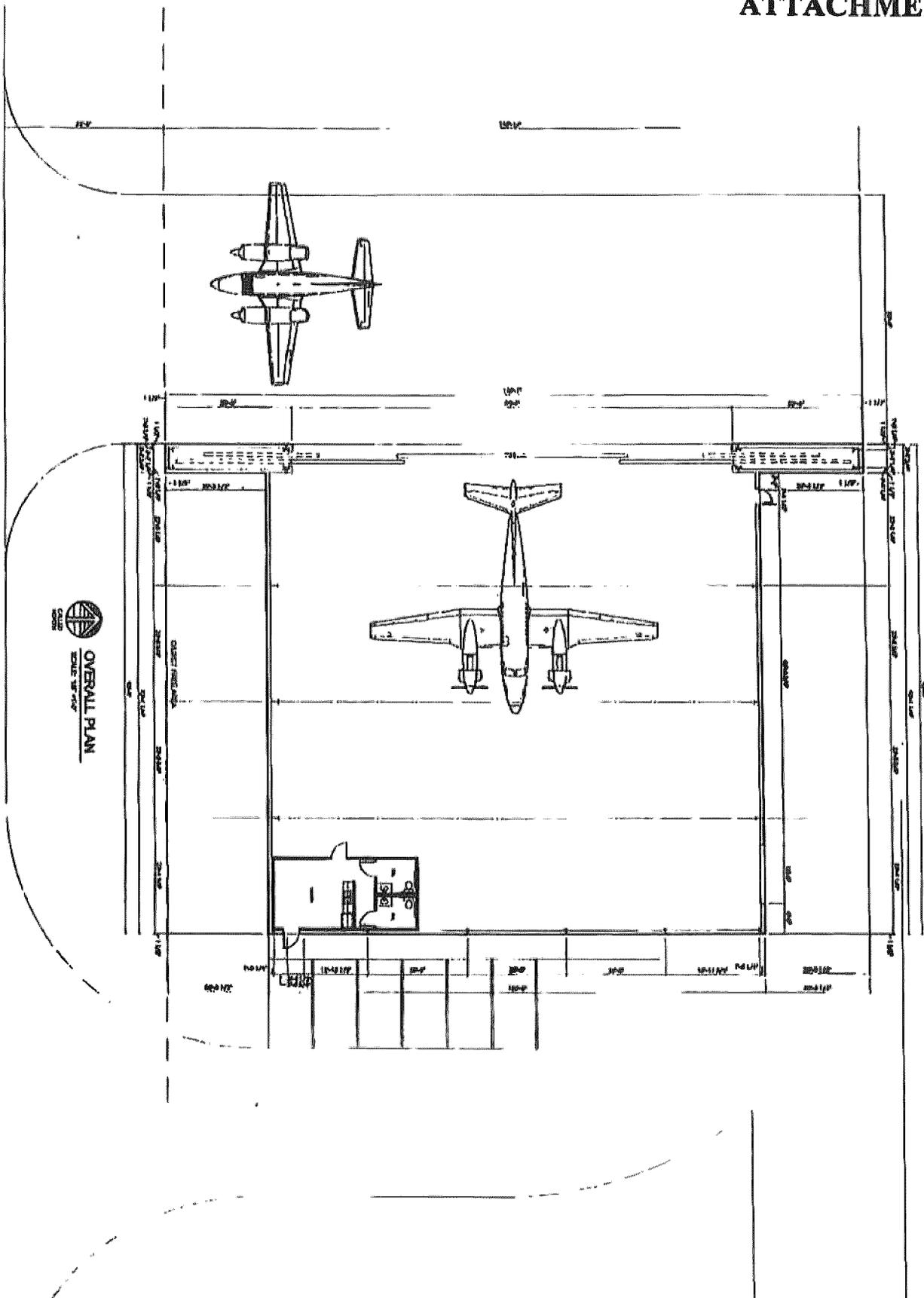


**Jeague Nell & Perkins**  
 1317 Cedar Street, Suite 202  
 Denton, Texas 76205  
 940.381.4777 | 940.381.4885 |  
 www.jnpl.com



LEGEND	
①	IRON ROD WITH PLAIN ENDS - SURVEY MARK
②	1/2" CAP IRON ROD WITH "TNP" CAP
③	5/8" CAP IRON ROD
④	CORNER ALUMINUM DISK
⑤	CORNER IRON ROD WITH "TNP" CAP
⑥	5/8" CAP IRON ROD WITH "TNP" CAP
⑦	5/8" CAP IRON ROD WITH "TNP" CAP
⑧	5/8" CAP IRON ROD WITH "TNP" CAP
⑨	5/8" CAP IRON ROD WITH "TNP" CAP
⑩	5/8" CAP IRON ROD WITH "TNP" CAP
⑪	5/8" CAP IRON ROD WITH "TNP" CAP
⑫	5/8" CAP IRON ROD WITH "TNP" CAP
⑬	5/8" CAP IRON ROD WITH "TNP" CAP
⑭	5/8" CAP IRON ROD WITH "TNP" CAP
⑮	5/8" CAP IRON ROD WITH "TNP" CAP
⑯	5/8" CAP IRON ROD WITH "TNP" CAP
⑰	5/8" CAP IRON ROD WITH "TNP" CAP
⑱	5/8" CAP IRON ROD WITH "TNP" CAP
⑲	5/8" CAP IRON ROD WITH "TNP" CAP
⑳	5/8" CAP IRON ROD WITH "TNP" CAP
㉑	5/8" CAP IRON ROD WITH "TNP" CAP
㉒	5/8" CAP IRON ROD WITH "TNP" CAP
㉓	5/8" CAP IRON ROD WITH "TNP" CAP
㉔	5/8" CAP IRON ROD WITH "TNP" CAP
㉕	5/8" CAP IRON ROD WITH "TNP" CAP
㉖	5/8" CAP IRON ROD WITH "TNP" CAP
㉗	5/8" CAP IRON ROD WITH "TNP" CAP
㉘	5/8" CAP IRON ROD WITH "TNP" CAP
㉙	5/8" CAP IRON ROD WITH "TNP" CAP
㉚	5/8" CAP IRON ROD WITH "TNP" CAP
㉛	5/8" CAP IRON ROD WITH "TNP" CAP
㉜	5/8" CAP IRON ROD WITH "TNP" CAP
㉝	5/8" CAP IRON ROD WITH "TNP" CAP
㉞	5/8" CAP IRON ROD WITH "TNP" CAP
㉟	5/8" CAP IRON ROD WITH "TNP" CAP
㊱	5/8" CAP IRON ROD WITH "TNP" CAP
㊲	5/8" CAP IRON ROD WITH "TNP" CAP
㊳	5/8" CAP IRON ROD WITH "TNP" CAP
㊴	5/8" CAP IRON ROD WITH "TNP" CAP
㊵	5/8" CAP IRON ROD WITH "TNP" CAP
㊶	5/8" CAP IRON ROD WITH "TNP" CAP
㊷	5/8" CAP IRON ROD WITH "TNP" CAP
㊸	5/8" CAP IRON ROD WITH "TNP" CAP
㊹	5/8" CAP IRON ROD WITH "TNP" CAP
㊺	5/8" CAP IRON ROD WITH "TNP" CAP
㊻	5/8" CAP IRON ROD WITH "TNP" CAP
㊼	5/8" CAP IRON ROD WITH "TNP" CAP
㊽	5/8" CAP IRON ROD WITH "TNP" CAP
㊾	5/8" CAP IRON ROD WITH "TNP" CAP
㊿	5/8" CAP IRON ROD WITH "TNP" CAP

# ATTACHMENT C



  
**OVERALL PLAN**  
 SCALE: 1/8" = 1'-0"

<p><b>A2.1</b></p> <p>FLOOR PLAN</p>	<p>DATE: 12-13-00</p> <p>BY: [Signature]</p>	<p>PROJECT: A NEW AIRPLANE HANGAR FOR: Mark Hicks</p> <p>LOCATION: Denton Enterprise Airport Denton, TX</p>	<p><b>A NEW AIRPLANE HANGAR FOR:</b></p> <p><b>Mark Hicks</b></p> <p>Denton Enterprise Airport Denton, TX</p>	<p><b>BATES ARCHITECTS</b></p> <p><b>MARTIN</b></p> <p>Michael A. Bates Architect</p> <p>Mark M. Martin Architect</p> <p>601 G Loop 880 Suite 100 Denton, TX 76201</p> <p>940.387.4681</p> <p>© 2001 Bates &amp; Martin Architects, L.L.C. All rights reserved.</p>
--------------------------------------	--	---	---	---

**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.

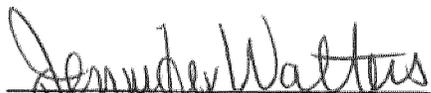
Notwithstanding the foregoing, the Original Rent will be reduced by the current lease rate per square foot, as adjusted by the CPI-U referenced in Section IV.C., times the number of square feet comprising all easements established in accordance with Section II.E.

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: 

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 4<sup>th</sup> 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. LAND. 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".

MARK HICKS TRANSPORT, LLC, a Texas  
limited liability company

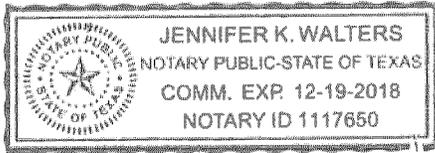
BY: [Signature]  
MARK HICKS, MM

ACKNOWLEDGMENTS

THE STATE OF TEXAS §

COUNTY OF DENTON §

This instrument was acknowledged before me on the 1st day of November, 2016, by  
Howard Martin, Interim City Manager of the City of Denton, Texas, on behalf of said municipality.

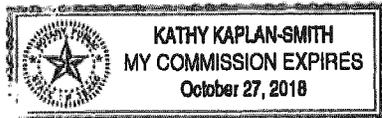


[Signature]  
NOTARY PUBLIC, STATE OF TEXAS

THE STATE OF TEXAS §

COUNTY OF DENTON §

This instrument was acknowledged before me on the 12 day of Oct, 2016 by  
Mark Hicks, MM, Mark Hicks Transport, LLC, a Texas limited liability company, on behalf of said  
company.



[Signature]  
NOTARY PUBLIC, STATE OF TEXAS



**LEGAL DESCRIPTION**

BEING a 0.064 acre tract of land situated in the William Neill Survey, Abstract No. 970, City of Denton, Denton County, Texas, and being a part of a called S81.94 acre tract of land described in a Deed to the City of Denton, as recorded in Volume 305, Page 324 of the Deed Records of Denton County, Texas, and also being a part of Lot 1, Block 1 of The Southeast Airport Addition, per the Plat recorded in Document No. 2014-206 of the Plat Records of Denton County, Texas, together with a Certificate of Commencement recorded in Document No. 2014-17687 of the Official Records of Denton County, Texas, and being more particularly described as follows:

COMMENCING at a 6 inch aluminum disk found for corner at the most Westerly Southwest corner of the above called Lot 1;

THENCE South 89°47'27" East along the most Westerly South line of said Lot 1, for a distance of 165.38 feet to a 1/2 inch iron rod with cap stamped "SA ENG" found at an interior of corner of said Lot 1;

THENCE North 54°27'18" East departing the West line of said Lot 1, for a distance of 141.77 feet to a 5/8 inch brass rod with cap stamped "TRP" set at the POINT OF BEGINNING for the herein described tract, said point having a NAD83(2011) geographic coordinate of Latitude = 33°11'45.71"N, Longitude = 97°11'43.35"W;

THENCE South 89°35'30" East for a distance of 20.00 feet to a 5/8 inch iron rod with cap stamped "TRP" set for corner;

THENCE South 09°02'02" West for a distance of 140.00 feet to an "X" cut in concrete set for corner;

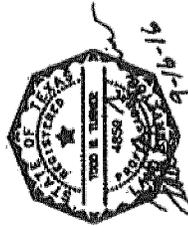
THENCE North 09°59'58" West for a distance of 29.00 feet to a 5/8 inch iron rod with cap stamped "TRP" set for corner;

THENCE North 00°02'02" East for a distance of 140.00 feet to the POINT OF BEGINNING, and containing 0.064 acres of land, more or less.

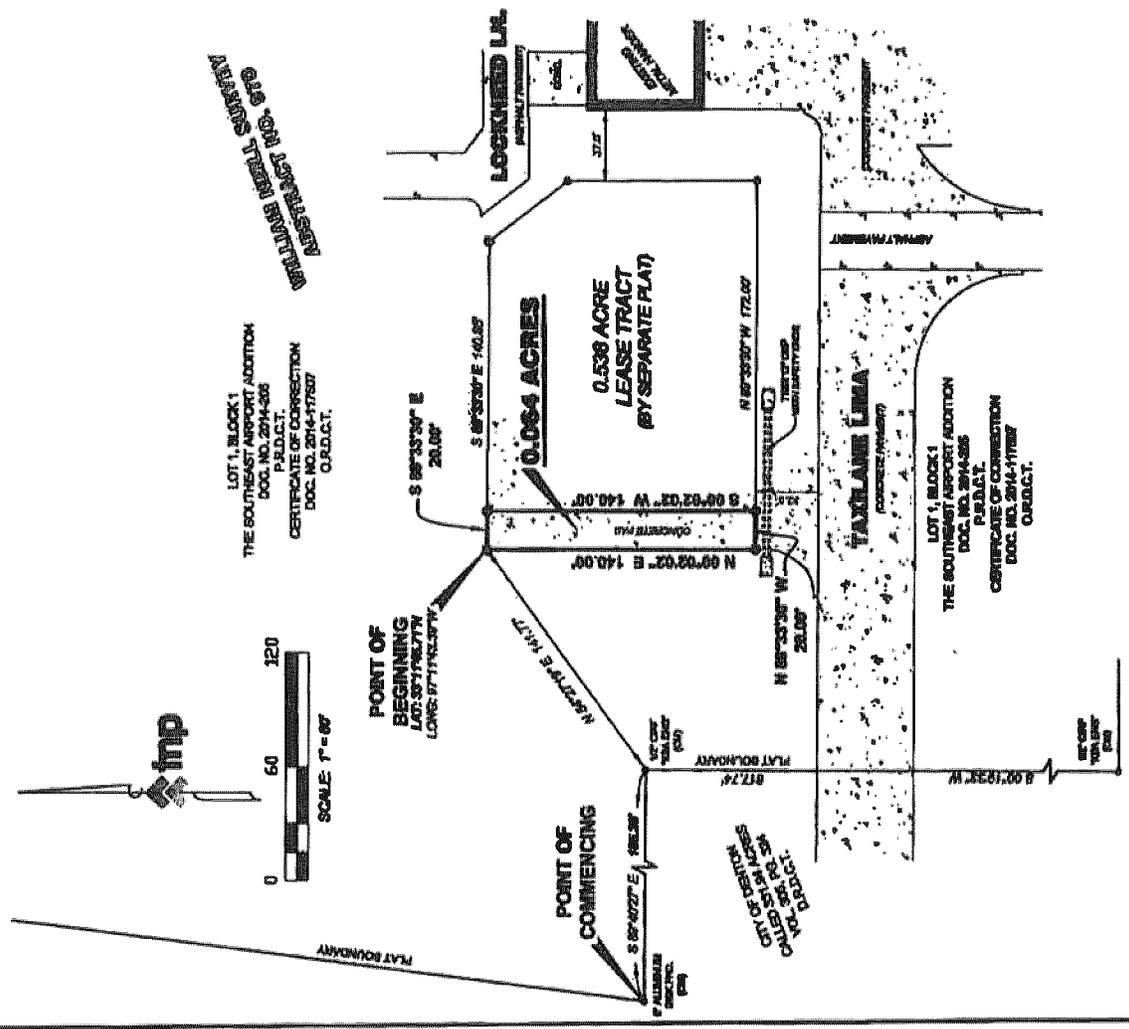
**NOTES**

1. Bearings are referenced to grid north of the Texas Coordinate System of 1983 (North Central Zone; NAD83(2011) Epoch 2010) as derived locally from Houston Data Systems Coastally Operating Reference Station (CORS) via Real Time Kinematic (RTK) survey method. Distances represented are in meters utilizing a staffed equipment factor of 1.00018000 to scale from grid to surface.

2. This Survey was prepared without the benefit of a current Title Commitment or Report. Encumbrance and/or other matters of record may affect this land and are not shown herein.



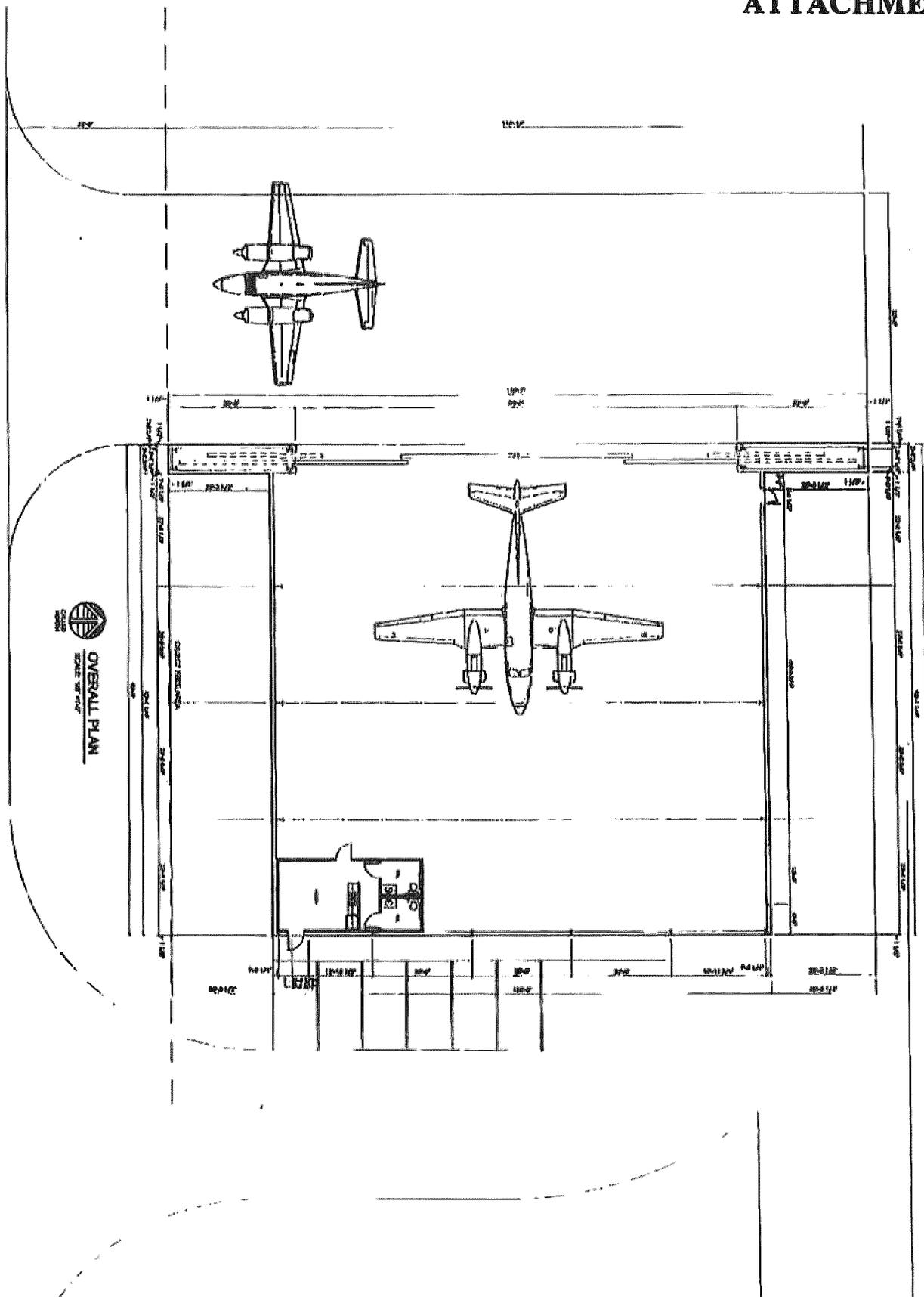
LEGEND
① IRON ROD FOUND (THIS TRACT) - THIS TRACT
② 1/2" IRON ROD SET WITH "TRP" CAP
③ 5/8" IRON SET
④ UNCALIBRATED POINT
⑤ CONCRETE SET
⑥ 5/8" IRON ROD SET
⑦ 5/8" IRON SET
⑧ 5/8" IRON SET
⑨ 5/8" IRON SET
⑩ 5/8" IRON SET
⑪ 5/8" IRON SET
⑫ 5/8" IRON SET
⑬ 5/8" IRON SET
⑭ 5/8" IRON SET
⑮ 5/8" IRON SET
⑯ 5/8" IRON SET
⑰ 5/8" IRON SET
⑱ 5/8" IRON SET
⑲ 5/8" IRON SET
⑳ 5/8" IRON SET
㉑ 5/8" IRON SET
㉒ 5/8" IRON SET
㉓ 5/8" IRON SET
㉔ 5/8" IRON SET
㉕ 5/8" IRON SET
㉖ 5/8" IRON SET
㉗ 5/8" IRON SET
㉘ 5/8" IRON SET
㉙ 5/8" IRON SET
㉚ 5/8" IRON SET
㉛ 5/8" IRON SET
㉜ 5/8" IRON SET
㉝ 5/8" IRON SET
㉞ 5/8" IRON SET
㉟ 5/8" IRON SET
㊱ 5/8" IRON SET
㊲ 5/8" IRON SET
㊳ 5/8" IRON SET
㊴ 5/8" IRON SET
㊵ 5/8" IRON SET
㊶ 5/8" IRON SET
㊷ 5/8" IRON SET
㊸ 5/8" IRON SET
㊹ 5/8" IRON SET
㊺ 5/8" IRON SET
㊻ 5/8" IRON SET
㊼ 5/8" IRON SET
㊽ 5/8" IRON SET
㊾ 5/8" IRON SET
㊿ 5/8" IRON SET



**BOUNDARY SURVEY**  
**0.064 ACRE TRACT**  
**DENTON ENTERPRISE AIRPORT**  
 BEING SITUATED IN THE  
 WILLIAM NEILL SURVEY, ABSTRACT NO. 970  
 CITY OF DENTON  
 DENTON COUNTY, TEXAS



# ATTACHMENT C



**A2.1**

SCALE  
1/4" = 1'-0"

DATE  
BY  
CHECKED  
APPROVED

A NEW AIRPLANE HANGAR FOR:  
**Mark Hicks**  
 Denton Enterprise Airport Denton, TX

**BATES** Michael A. Bates  
 ARCHITECTS Architect  
**MARTIN** Mark M. Martin  
 Architect  
 821 S Loop 200 Suite 100 Denton, TX 76205 940.897.4891  
 © Bates & Martin Architects, LLC. All rights reserved.