

TOWN OF ADDISON, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING THE SECOND AMENDMENT TO CONVENTIONAL HANGAR LEASE BETWEEN THE TOWN OF ADDISON AND ADS IMPORTING, LLC FOR COMMERCIAL AVIATION USE ON PROPERTY LOCATED AT 4700 AIRPORT PARKWAY, AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT, AND PROVIDING AN EFFECTIVE DATE.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS:

Section 1. The Second Amendment to the Conventional Hangar Lease between the Town of Addison and ADS Importing, LLC for commercial aviation use on property located at 4700 Airport Parkway, a copy of which is attached to this Resolution as **Exhibit A**, is hereby approved. The City Manager is hereby authorized to execute the agreement.

Section 2. This Resolution shall take effect from and after its date of adoption.

PASSED AND APPROVED by the City Council of the Town of Addison, Texas this the 24th day of January, 2017.

Todd Meier, Mayor

ATTEST:

By: _____
Laura Bell, City Secretary

APPROVED AS TO FORM:

By: _____
Brenda N. McDonald, City Attorney

EXHIBIT A

Contract #: 013B-8104

TOWN OF ADDISON, TEXAS ADDISON AIRPORT

STATE OF TEXAS §
 § **SECOND AMENDMENT TO CONVENTIONAL HANGAR LEASE**
COUNTY OF DALLAS §

This Second Amendment to Conventional Hangar Lease (hereinafter referred to as the "Amendment") is made and entered into by and between Landlord and Tenant. Landlord and the Tenant are as follows:

Landlord: Town of Addison, Texas, a home-rule municipality
 c/o Airport Manager
 16051 Addison Road, Suite 220
 Addison, Texas 75001
 Attn: Real Estate Manager

and

Tenant: ADS Importing, LLC
 4700 Airport Parkway
 Addison, Texas 75001
 Attn: Patrick Arnzen, Manager

WITNESSETH:

WHEREAS, a Conventional Hangar Lease (the "Hangar Lease") was executed on February 1, 2015 between the Town of Addison, a home-rule municipality (the "City"), and ADS US Sport Aircraft, LLC by the terms of which certain real property located at 4700 Airport Parkway at Addison Airport within the Town of Addison, Texas (being more specifically described in Exhibit "A" attached hereto and incorporated herein) and owned by the City was leased to ADS US Sport Aircraft, LLC; and

WHEREAS, the Lease was amended on June 15, 2015 modifying Paragraph 3 – Rent as follows: Provided Tenant continues to lease and occupy four (4) patio hangars (commonly known as Units R1-10, R1-12, R1-14 and R1-16) pursuant to each respective Aircraft Storage Rental Agreement during the Term of the Hangar Lease without interruption, Tenant's annual rent under the Hangar Lease shall be decreased by Three Thousand One Hundred Twenty Dollars and 00/100 (\$3,120.00) per year or by Two Hundred Sixty Dollars and 00/100 (\$260.00) per month, subject to any further adjustments provided for in Paragraph 4 – Adjustment of Rental of the Hangar Lease; and

WHEREAS, Should Tenant cease leasing any of the Patio Hangars listed above, by providing Landlord with its 30-day written notice to vacate pursuant to the terms of the Aircraft Storage Rental Agreements, or if any of the patio hangar leases are early terminated for any reason during the term of the Hangar Lease, Rent for the Hangar Lease shall revert to what it was immediately prior to the Amendment, notwithstanding any adjustments having been made pursuant to the Hangar Lease; and

WHEREAS, the Hangar Lease was assigned from ADS US Sport Aircraft, LLC to ADS Importing, LLC by that certain Assignment of Lease entered into and effective April 12, 2016; and

WHEREAS, by virtue of such Assignment ADS Importing, LLC is the Tenant under the Hangar Lease; and

WHEREAS, the Hangar Lease is set to expire January 31, 2017; and

WHEREAS, Landlord and Tenant desire to further amend the Hangar Lease to be coterminous with Tenant's Conventional Hangar Lease #0210-1003 for the city-owned property located at 4660 Jimmy Doolittle Drive, more commonly referred to as Jet Hangar # S1, subject to the terms and conditions set forth hereinbelow.

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS, in consideration of the terms, covenants and conditions set forth in the Hangar Lease and in this Second Amendment, the sum of Ten Dollars and 00/100 (\$10.00), and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. **Recitals.** All of the above and foregoing recitals and premises are incorporated herein and made a part of this Amendment for all purposes.

2. **Amendment.** Landlord and Tenant do hereby agree to amend and modify the Hangar Lease pursuant to the following terms and conditions:

Paragraph 2 – Term: The Term of the Hangar Lease is hereby amended and shall now expire on July 31, 2018, unless otherwise terminated as provided for in the Hangar Lease.

Paragraph 3 – Rent: Provided tenant continues to lease and occupy four (4) patio hangars commonly referred to as Units R1-10, R1-12, R1-14 and R1-16, throughout the term of the Hangar Lease, Tenant's annual rent under the Hangar Lease shall be increased to Thirty-Two Thousand Nine Hundred Sixty Dollars and 00/100 (\$32,960.00), payable in twelve (12) equal monthly installments of Two Thousand Seven Hundred Forty-Six Dollars and 67/100 (\$2,746.67). Should Tenant cease to continue leasing and occupying any of the four patio hangars referenced above during the term of the Hangar Lease, the Hangar Lease rent shall be increased to Thirty-Six Thousand Eighty Dollars and 00/100 (\$36,080.00) payable in twelve (12) equal monthly installments of Three Thousand Six Dollars and 67/100 (\$3,006.67).

3. **No Other Amendments.** Except to the extent modified or amended herein, all other terms, conditions, provisions and obligations of the Hangar Lease shall remain unchanged and in full force and effect for and during the Term of the Hangar Lease.

4. **Authority to Execute.** The undersigned individual, officer and/or agent of the parties hereto are authorized and have the necessary authority to execute this Second Amendment on behalf of the parties hereto, and each party hereby certifies to the other that any necessary resolutions or other act extending such authority have been duly passed and are now in full force and effect.

5. **Effective Date.** This Amendment is entered into effective as of January 24, 2017.

IN WITNESS WHEREOF, the undersigned parties execute this Second Amendment to Conventional Hangar Lease as of the _____ day of _____, 2017.

TENANT:

ADS Importing, LLC
A Texas limited liability company

LANDLORD:

Town of Addison, Texas
a home-rule municipality

By: _____

By: _____
Wesley S. Pierson, City Manager

Printed Name: _____

Title: _____