

**RESOLUTION NO. R22-\_\_**

**A RESOLUTION CONSENTING TO THE SALE AND ASSIGNMENT OF THE GROUND LEASE BETWEEN 6200 GP, LLC AND RR INVESTMENTS, INC. FOR COMMERCIAL OFFICE AND AERONAUTICAL USE ON AIRPORT PROPERTY LOCATED AT 4550 JIMMY DOOLITTLE DRIVE; AND AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE THE CONSENT OF LANDLORD AS REQUIRED UNDER THE GROUND LEASE.**

**WHEREAS**, 6200 GP, LLC is the current tenant under that certain Ground Lease dated May 23, 1984, for the airport property located at 4550 Jimmy Doolittle Drive owned by the Town of Addison (the “Ground Lease”); and

**WHEREAS**, 6200 GP, LLC desires to assign all its rights, duties, and obligations under the Ground Lease to RR Investments, Inc.; and

**WHEREAS**, the City Council desires to provide the Town’s consent and authorize the Interim City Manager to execute the same.

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

**SECTION 1.** The Assignment of Ground Lease between 6200 GP, LLC and RR Investments, Inc. for commercial office and aeronautical use, a copy of which is attached to this Resolution as **Exhibit A** with Landlord’s Consent, is hereby approved and the Interim City Manager is authorized to execute the Consent of Landlord in conformance with the Ground Lease.

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

**DULY RESOLVED AND ADOPTED** by the City Council of the Town of Addison, Texas, on this 9<sup>th</sup> day of **AUGUST 2022**

**TOWN OF ADDISON, TEXAS**

\_\_\_\_\_  
Joe Chow, Mayor

**ATTEST:**

\_\_\_\_\_  
Irma G. Parker, City Secretary

## Exhibit A

STATE OF TEXAS           §  
  §                   **ASSIGNMENT OF GROUND LEASE**  
COUNTY OF DALLAS    §

This Assignment of Ground Lease (“Assignment”) is entered into and effective as of \_\_\_\_\_, 2022, by and between 6200 GP, LLC, a Nevada limited liability company (“Assignor”), and RR Investments, Inc., a Texas corporation, (“Assignee”).

**WHEREAS**, a Ground Lease was entered into as of May 23, 1984, between the Town of Addison, Texas (“City”) and Addison Airport of Texas, Inc. as Landlord, and Hangar Six, Inc. as Tenant; and

**WHEREAS**, the Ground Lease was assigned to Turbine Aircraft Services, Inc. by that Assignment of Lease dated July 2, 2002, and was simultaneously amended and modified by that Amendment to Ground Lease dated July 2, 2002, which among other things, amended the Demised Premises of the Ground Lease as set forth therein; and

**WHEREAS**, the Ground Lease was further amended by that Second Amendment to Ground Lease entered into and made effective as of April 16, 2003, recorded in the Official Public Records of Dallas County, Texas, as Instrument #200503504117 which, among other things, amended the Demised Premises of the Ground Lease as set forth therein; and

**WHEREAS**, the Ground Lease was further amended by that Third Amendment to Ground Lease entered into and made effective January 13, 2009, (evidenced by that Memorandum of Lease recorded as Instrument #200900063654 and by that Memorandum of Third Amendment to Ground Lease recorded as Instrument #201100292149 in the Official Public Records of Dallas County) which, among other things, amended the Demised Premises of the Ground Lease and extended the Term of the Ground Lease to June 30, 2048; and

**WHEREAS**, the Ground Lease was assigned by Turbine Aircraft Services, Inc. to 6200 GP, LLC, a Nevada limited liability company, by that Assignment of Ground Lease dated January 21, 2014, recorded in the Official Public Records of Dallas County as Instrument #201400014985; and

**WHEREAS**, the Ground Lease was further amended by that Fourth Amendment to Ground Lease entered into on January 8, 2019, which, among other things, amended the Demised Premises of the Ground Lease as set forth therein (evidenced by that Memorandum of Lease recorded in the Official Public Records of Dallas County as Instrument 201900017100), and more fully described in Exhibits “A” and “B” attached hereto and made a part hereof; and

**WHEREAS**, by virtue of such assignments, 6200 GP, LLC is the Tenant under the Ground Lease, as amended or modified; and

**WHEREAS**, the Ground Lease provides that upon the expiration or termination of that certain agreement referred to and defined in the Ground Lease as the "Base Lease" (and being an Agreement for Operation of the Addison Airport between the City and Addison Airport of Texas, Inc.), the City is entitled to all the rights, benefits, and remedies, and will perform the duties, covenants, and obligations of the Landlord under the Ground Lease; and

**WHEREAS**, the Base Lease expired and the City is the Landlord under the Ground Lease; and

**WHEREAS**, the Ground Lease provides in Section 9 thereof that without the prior written consent of the Landlord, the Tenant may not assign the Ground Lease or any rights of the Tenant under the Ground Lease (except as provided therein); that any assignment must be expressly subject to all the terms and provisions of the Ground Lease; and that any assignment must include a written agreement from the Assignee whereby the Assignee agrees to be bound by the terms and provisions of the Ground Lease; and

**WHEREAS**, Assignor desires to assign the Ground Lease to Assignee, and Assignee desires to accept the assignment thereof, in accordance with the terms and conditions of this Assignment of Ground Lease.

**NOW, THEREFORE**, for and in consideration of the mutual promises, covenants, and conditions contained herein, the sufficiency of which is hereby acknowledged, the parties hereto, each intending to be legally bound, agree as follows:

**AGREEMENT**

1. Assignor hereby assigns, bargains, sells, and conveys to Assignee, effective as of the date above, all of Assignor's right, title, duties, responsibilities, and interest in and to the Ground Lease, TO HAVE AND TO HOLD the same, for the remaining term thereof, and Assignor does hereby bind itself and its successors and assigns to warrant and forever defend the same unto Assignee against every person or persons lawfully claiming any part thereof through Assignor.

2. Prior to the effective date of this Assignment, Assignee agrees to pay Landlord an Assignment Fee in the amount of One Thousand Dollars and 00/100 (\$1,000.00).

3. Assignee hereby agrees to and shall be bound by and comply with all the terms, provisions, duties, conditions, and obligations of the Tenant under the Ground Lease. For purposes of notice under the Ground Lease, the address of Assignee is:

RR Investments, Inc  
4300 Westgrove Drive  
Addison, Texas 75001

4. Nothing in this Assignment shall be construed or shall be deemed to modify, alter, amend, or change any term or condition of the Ground Lease except as set forth herein.

5. The above and foregoing premises and recitals are incorporated and made part of this Assignment, and Assignor and Assignee warrant and represent that such premises and statements, and all other provisions of this Assignment, are true and correct, and that in giving consent, Landlord (as defined in the Consent of Landlord attached hereto) is entitled to rely upon such representations and statements.

6. This Assignment is subject to the consent and filing requirements of the Town of Addison, Texas.

7. Assignor acknowledges that, in addition to any other remedies provided in the Ground Lease or by law, Landlord may, at its own option, collect directly from the Assignee all rents becoming due under such assignment and may apply such rent against any sums due to Landlord. No such collection by Landlord from any such Assignee or subtenant shall release Assignor from the payment or performance of Assignor's obligations under the Ground Lease.

8. The undersigned representatives of the Assignor and Assignee have the necessary authority to execute this Assignment on behalf of the respective parties, and Assignor and Assignee certify to one another that any necessary resolutions or other act extending such authority have been duly passed and are now in full force and effect.

**IN WITNESS WHEREOF**, Assignor and Assignee have executed and delivered this Assignment of Ground Lease on the day and the year first set forth above.

**Assignor: 6200 GP, LLC**

**Assignee: RR INVESTMENTS, INC**

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

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

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

**ACKNOWLEDGMENT**

**STATE OF TEXAS       §**  
                                  **§**  
**COUNTY OF DALLAS   §**

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that (he, she) executed the same for the purposes and consideration therein stated.

GIVEN under my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Notary Public, State of Texas

**STATE OF TEXAS       §**  
                                  **§**  
**COUNTY OF DALLAS   §**

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that (he, she) executed the same for the purposes and consideration therein stated.

GIVEN under my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Notary Public, State of Texas

**CONSENT OF LANDLORD**

The Town of Addison, Texas ("Landlord") is the Landlord in the Ground Lease described in the Assignment of Ground Lease ("Assignment") entered into and effective as of \_\_\_\_\_ 2022, by and between 6200 GP, LLC, a Nevada limited liability company (herein referred to as "Assignor"), and RR Investments, Inc., a Texas corporation (herein referred to as "Assignee").

In executing this Consent of Landlord ("Consent"), Landlord is relying upon the warranties and representations made in the Assignment by Assignor and Assignee, and in relying upon the same, Landlord hereby consents to the Assignment from Assignor to Assignee. Notwithstanding this Consent, Landlord does not waive any of its rights under the Ground Lease as to the Assignor or to the Assignee, and does not release Assignor from its covenants, obligations, duties, or responsibilities under or in connection with the Ground Lease, and Assignor shall remain liable and responsible for all such covenants obligations, duties, and responsibilities. Notwithstanding any provisions of this Consent of Landlord, or the above and foregoing Assignment to the contrary, this Consent shall not operate as a waiver of any prohibition against further assignment, transfer, conveyance, pledge, change of control, or subletting of the Ground Lease or the premises described therein without Landlord's prior written consent.

This Consent of Landlord shall remain valid only if, and provided that no later than 6:00 o'clock p.m. on \_\_\_\_\_, 2022:

(i) The Assignment is executed and notarized by Assignor and Assignee;

(ii) All other matters in connection with the transfer, sale, and/or conveyance by Assignor to Assignee of Assignor's interest in the Ground Lease have been fully consummated and completed, and the transaction closed as reasonably determined by Landlord (such matters including, without limitation, the full execution and finalization of the Assignment and any other documentation required by Landlord relating to this transaction), delivered to Landlord c/o Mr. Bill Dyer, Addison Airport Real Estate Manager, 4545 Jimmy Doolittle Road, Suite 200, Addison, Texas 75001.

Otherwise, and failing compliance with and satisfaction of paragraphs (i) and (ii) above, this Consent of Landlord shall be null and void *ab initio* as if it had never been given and executed.

Executed on this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**LANDLORD: Town of Addison, Texas**

By: \_\_\_\_\_,  
City Manager

EXHIBIT A

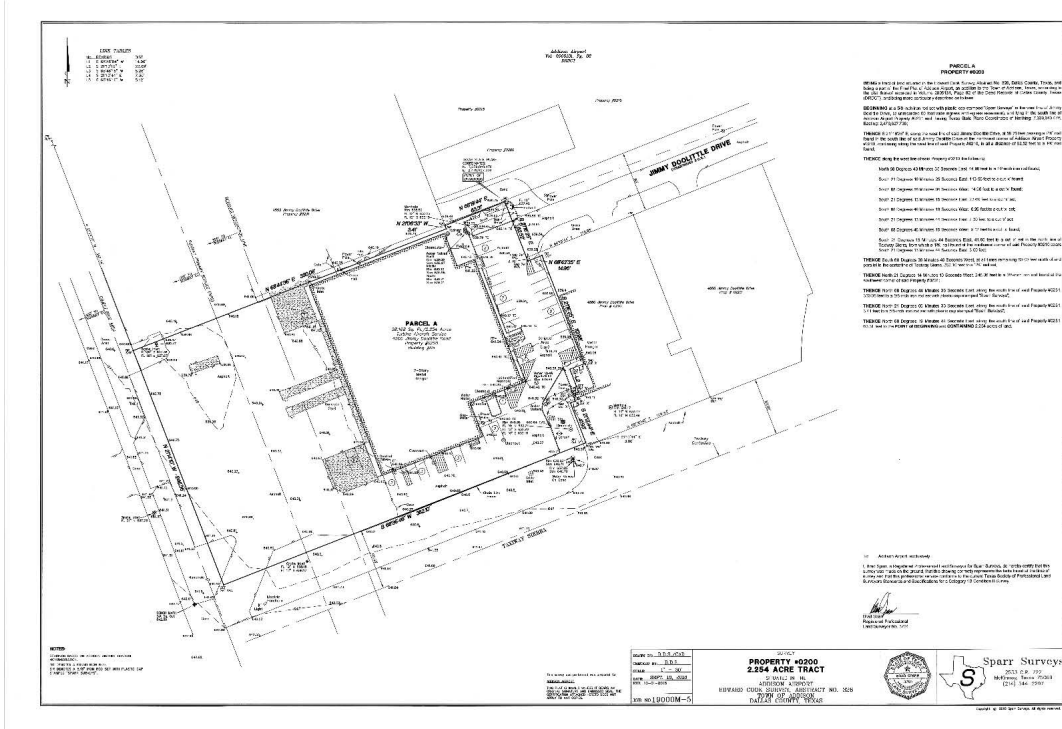


EXHIBIT B

**LEGAL DESCRIPTION**

**BEING** a tract of land situated in the Edward Cook Survey, Abstract No. 326, Dallas County, Texas, and being a part of the Final Plat of Addison Airport, an addition to the Town of Addison, Texas, according to the plat thereof recorded in Volume 2005131, Page 82 of the Deed Records of Dallas County, Texas (DRDCT), and being more particularly described as follows:

**BEGINNING** at a 5/8-inch iron rod set with plastic cap stamped "Sparr Surveys" in the west line of Jimmy Doolittle Drive, (a unrecorded 60 foot wide ingress and egress easement), and lying in the south line of Addison Airport Property #0231 and, having Texas State Plane Coordinates of Northing: 7,039,040.476, Easting: 2,479,627.736;

**THENCE** S 21°16'25" E, along the west line of said Jimmy Doolittle Drive, at 58.76 feet passing a 'PK' nail found in the south line of said Jimmy Doolittle Drive at the northwest corner of Addison Airport Property #0210, continuing along the west line of said Property #0210, in all a distance of 62.52 feet to a 'PK' nail found;

**THENCE** along the west line of said Property #0210 the following:

North 68 Degrees 43 Minutes 35 Seconds East, 14.96 feet to a 1/2-inch iron rod found;

South 21 Degrees 16 Minutes 25 Seconds East, 113.96 feet to a cut 'x' found;

South 68 Degrees 56 Minutes 04 Seconds West, 14.96 feet to a cut 'x' found;

South 21 Degrees 13 Minutes 15 Seconds East, 23.69 feet to a cut 'x' set;

South 68 Degrees 46 Minutes 16 Seconds West, 6.26 feet to a cut 'x' set;

South 21 Degrees 13 Minutes 44 Seconds East, 7.30 feet to a cut 'x' set;

South 68 Degrees 46 Minutes 16 Seconds West, 5.12 feet to a cut 'x' found;

South 21 Degrees 13 Minutes 44 Seconds East, 41.95 feet to a cut 'x' set in the north line of Taxiway Sierra, from which a 'PK' nail found at the southwest corner of said Property #0210 bears South 21 Degrees 13 Minutes 44 Seconds East, 3.00 feet;

**THENCE** South 68 Degrees 36 Minutes 46 Seconds West, at all times remaining 60.00 feet north of and parallel to the centerline of Taxiway Sierra, 382.10 feet to a 'PK' nail set;

**THENCE** North 21 Degrees 14 Minutes 10 Seconds West, 246.36 feet to a 3/8-inch iron rod found at the southwest corner of said Property #0231;

**THENCE** North 68 Degrees 44 Minutes 36 Seconds East, along the south line of said Property #0231, 330.08 feet to a 5/8-inch iron rod set with plastic cap stamped "Sparr Surveys";

**THENCE** North 21 Degrees 06 Minutes 33 Seconds East, along the south line of said Property #0231, 3.41 feet to a 5/8-inch iron rod set with plastic cap stamped "Sparr Surveys";

**THENCE** North 68 Degrees 19 Minutes 44 Seconds East, along the south line of said Property #0231, 63.31 feet to the **POINT of BEGINNING** and **CONTAINING** 2.254 acres of land.