

RESOLUTION NO. 108-2024

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, APPROVING AMENDMENT FIVE TO THE GROUND LEASE WITH ABILENE AERO AT ABILENE REGIONAL AIRPORT

WHEREAS, the City of Abilene (City) owns and operates Abilene Regional Airport (ABI); and

WHEREAS, by Agreement signed by parties on May 26, 2004, the City of Abilene (Lessor) and Abilene Aero, Inc., (Lessee) entered into an Agreement for Land Lease at the Abilene Regional Airport; and,

WHEREAS, Lessee requests Lessor amend the 2004 Agreement for Land Lease between Lessor and Lessee to include the new leasehold area (**Amendment 5 Exhibit A**), for the necessary placement of Above Ground Storage Tanks for various fuel products distributed by Lessee's fixed base operations; and,

WHEREAS, this amendment will release the leased premises depicted in **Amendment 5 Exhibit B**, where the Lessee's Underground Storage Tanks are currently placed, after removal of the tanks and restoration of the premises has taken place in accordance with requirements of the Texas Commission on Environmental Quality, U.S. Environmental Protection Agency, and to the satisfaction of the Lessor; and

WHEREAS, such proposed additional leasehold and improvements will be operated within the scope of, and in conformance with, all sections and provisions of the existing Agreement for Land Lease, and therefore, constitutes only an expansion of the Leased Premises as depicted in **Amendment 5 Exhibit A**.

WHEREAS, Amendment 5 and its Exhibits are made a part of this Resolution as Attachment 1.

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

1. That the City Manager is authorized to enter into Amendment 5 of the Ground Lease with Abilene Aero, Inc.
2. That this Resolution takes effect immediately upon Council approval.


ADOPTED this 9th day of May 2024.

ATTEST:


Shawna Atkinson, City Secretary


Weldon Hurt, Mayor

APPROVED:


Stanley Smith, City Attorney

AMENDMENT #5

LAND LEASE FOR FIXED BASE OPERATIONS
For
ABILENE AERO, INC.

WHEREAS, by Agreement signed by parties on May 26, 2004, the City of Abilene (Lessor) and Abilene Aero, Inc., (Lessee) entered into an Agreement for Land Lease at the Abilene Regional Airport; and,

WHEREAS, Lessor is party to an Agreement for Land Lease; and,

WHEREAS, Lessee will construct improvements on leasehold for the expansion of Lessee's fixed base operations; and,

WHEREAS, Lessee requests Lessor amend the 2004 Agreement for Land Lease between Lessor and Lessee to include the new leasehold area (Exhibit A), for the necessary placement of Above Ground Storage Tanks for various fuel products distributed by Lessee's fixed base operations; and,

WHEREAS, this amendment will release the leased premises depicted in Exhibit B, where the Lessee's Underground Storage Tanks are currently placed, after removal of the tanks and restoration of the premises has taken place in accordance with requirements of the Texas Commission on Environmental Quality, U.S. Environmental Protection Agency, and to the satisfaction of the Lessor; and

WHEREAS, such proposed additional leasehold and improvements will be operated within the scope of, and in conformance with, all sections and provisions of the existing Agreement for Land Lease, and therefore, constitutes only an expansion of the Leased Premises as depicted in Exhibit A.

NOW, THEREFORE, the parties do mutually agree as follows:

Section 3.01: Demise of Leased Premises, is revised by adding the following: Exhibit A, which depicts Section 5 of Lessor's revised leasehold that shall become a part of Lessor's existing Land Lease and subject to all provisions therein.

Section 4.01 (a): Initial Ground Rental, is revised by adding a second paragraph as follows:

Exhibit A depicts the added Area A, consisting of approximately Seven Thousand Seven Hundred Fifty (7,750) square feet of unimproved land. The initial annual rental for the leasehold depicted in Exhibit A shall be at a rate of Twenty-Three and Seventy-One Hundredths Cents (\$.2371) per square foot per year to the City, resulting in an initial annual rental for the Section Five unimproved leasehold depicted in Exhibit A of One-Thousand Eight Hundred Thirty-Seven Dollars and Fifty- Three Cents (\$1,837.53) the first year.

Exhibit B depicts the area to be removed from the leasehold upon satisfactory removal of all equipment and restoration of the leasehold by the Lessee. This will result in a reduction of the leasehold area of 4,889 square feet and a reduction of rent of up to \$1,159.19 per year.

Section 4.01 (b): Commencement of Rental, is revised by adding the following: The obligation for ground rental of Lessee to Lessor as aforesaid for that portion of the leasehold depicted in Exhibit A shall commence on **June 1, 2024**.

Section 4.01 (c): Adjustment of Rent, is revised by adding the following as a second paragraph: The adjustment of rent provision set forth above shall apply to Section Five of Lessor's leasehold depicted in **Exhibit A** on the scheduled date of adjustment for the original leasehold.

IN WITNESS WHEREOF this Amendment has been entered into and is effective as of the Effective Date and has been executed by the respective officers of the parties hereto as of the dates noted below.

(THE REST OF THIS PAGE HAS BEEN LEFT BLANK INTENTIONALLY)

Lessee:

ABILENE AERO, INC.,

ATTEST:

By: _____
JOE CRAWFORD, PRESIDENT

By: _____

Date: _____

Date: _____

Lessor:

ATTEST:

CITY OF ABILENE:

SHAWNA ATKINSON, CITY SECRETARY

ROBERT HANNA, CITY MANAGER

APPROVED:

STANLEY SMITH, CITY ATTORNEY



