



AGENDA ITEM CONTROL SHEET

Agenda Item Number: L7
 Date of Meeting: May 7, 2020
 Resolution Number: 2020-108

PART I: Board Services Administrator (Worksheet)

Title & Summary Prepared by: S. Collins Department: REL Phone:

(Forward Green Sheet Back-Up Documentation to Executive Office)

TITLE: Amendment No. 1 to Lease and License Agreement for Commercial Fixed Base Operation, Atlas Aviation Tampa, Inc., Peter O. Knight Airport and Plant City Airport, Resolution No. 2020-108

PART II: Board Action

Date Approved: 5/7/20 Date Rejected: Date Deferred:

Follow Up Comments:

(Board Services Administrator forwards Green Sheet with executed documents and Resolution to Staff Person)

PART III: Final Distribution (Staff Member)

Final Distribution (List what/to whom sent) (NOTE: Some agencies require resolution copies)

Comments:

Is this document a transfer of ownership of real property, an easement, a right of way agreement, or an interlocal agreement?

YES NO If yes, document will be recorded.

If none of the above, describe any other specific reason the Authority should record this document:

FORWARD TO CENTRAL RECORDS:	Scanned Backup Information w/Green Sheet	<input checked="" type="checkbox"/>
	Scanned Document	<input checked="" type="checkbox"/>
	Scanned Original Resolution	<input checked="" type="checkbox"/>

FORWARD TO BOARD SERVICES ADMINSTRATOR: Copy of finalized Green Sheet OK 5/12/20

At a regular meeting of the Hillsborough County Aviation Authority held electronically on the 7th day of May 2020, a quorum of the Authority Board being present, the following Resolution was proposed and seconded, and after being put to a vote, was adopted:

RESOLUTION NO. 2020-108

BE IT RESOLVED BY THE HILLSBOROUGH COUNTY AVIATION AUTHORITY, a public body corporate under the laws of the State of Florida, that the Chairperson or the Vice Chairperson and the Secretary or the Assistant Secretary of the Authority are hereby authorized on behalf of the Authority to execute Amendment No. 1 to Lease and License Agreement for Commercial Fixed Base Operation at Peter O. Knight Airport and Plant City Airport with Atlas Aviation Tampa, LLC, on the terms and conditions as set forth in said Amendment, by reference made a part hereof; and authorize the Chief Executive Officer or his designee to execute all other ancillary documents.

PASSED AND ADOPTED as the official act of the Hillsborough County Aviation Authority at Tampa, Hillsborough County, Florida, this 7th day of May 2020.

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

I, Jane Castor, Secretary of the Hillsborough County Aviation Authority, do hereby certify that the above and foregoing is the true and correct Resolution No. 2020-108 adopted by the Authority on the 7th day of May 2020 at a meeting of the Authority where a majority of the Members were present and voted affirmatively for the Resolution. The Resolution is the act and deed of the Authority as duly recorded in the Minute Book of the Authority.

Witness my hand and seal of the Hillsborough County Aviation Authority, this 7th day of May 2020.


Jane Castor, Secretary



AMENDMENT NO. 1 TO LEASE AND LICENSE AGREEMENT
FOR COMMERCIAL FIXED BASE OPERATION

PETER O. KNIGHT AIRPORT

and

PLANT CITY AIRPORT

ATLAS AVIATION TAMPA, INC.

Prepared by:

Hillsborough County Aviation Authority
Real Estate Department
Attn: Randy Forister
Tampa International Airport
P. O. Box 22287
Tampa, Florida 33622

HILLSBOROUGH COUNTY AVIATION AUTHORITY

AMENDMENT NO. 1 TO
LEASE AND LICENSE AGREEMENT FOR COMMERCIAL FIXED BASE OPERATION

PETER O. KNIGHT AIRPORT

and

PLANT CITY AIRPORT

THIS AMENDMENT to that certain Lease and License Agreement for Commercial Fixed Base Operation at Peter O. Knight Airport and Plant City Airport, dated February 14, 2019, by and between the HILLSBOROUGH COUNTY AVIATION AUTHORITY, an independent special district existing under the laws of the State of Florida, whose address is Post Office Box 22287, Tampa, Florida 33622 (Authority) and Atlas Aviation Tampa, Inc., a corporation organized and existing under the laws of the State of Florida, with its office and principal place of business at 825 Severn Avenue, Tampa, Florida 33606 (Company) (individually and collectively referred to as Party or Parties) is entered into this 7 day of May, 2020 (Amendment No. 1).

WITNESSETH:

WHEREAS, on February 14, 2019, Authority and Company entered into Lease and License Agreement for Commercial Fixed Base Operation (Agreement) at Peter O. Knight Airport (TPF) and Plant City Airport (PCM); and

WHEREAS, Company currently leases a 40 sf closet (Closet 121) located in Quiet Room 104 at PCM. Company agrees to vacate Closet 121 to allow Authority to reroute networking cable and install a cabinet and gear inside; and

WHEREAS, Company desires to lease an additional 392 sf of space to include Quiet Room 104 (96 sf), Lounge Room 103 (210 sf), and Flight Planning Room 111 (86 sf); and

WHEREAS, in recognition of the impact of the COVID-19 pandemic on the economy and the aviation industry, the Parties agree to a temporary reduction in Hangar and Tie-Down Space Rent collected on certain hangars at TPF and PCM, for the period of April 1, 2020 through September 30, 2020.

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency whereof are hereby mutually acknowledged, the Parties do agree that the Agreement is amended as follows:

1. The above recitals are true and correct and are incorporated herein.
2. ARTICLE 1, DEFINITIONS, Section 1.12(b), Real Property at PCM is hereby deleted in its entirety and replaced by the following:

1.12(b) Real Property at PCM:

1,055 square feet of office space in the Terminal Building (Building 4200), more specifically Offices 103, 104, 109, 111, 112, 113, 114, 115, 116, 117, and 120; and

1,200 square feet of office space located in the southern region of Building 5000 (formerly known as Hangar B), and more specifically depicted on Exhibit B-2(b), Company's Premises-Building 5000-Plant City Airport, attached hereto and by this reference made a part hereof; and

1,640 square feet of storage/shop space located in the northern region of Building 5000 (formerly known as Hangar B), and more specifically depicted on Exhibit B-2(b), Company's Premises-Building 5000-Plant City Airport; and

5,000 square feet of hangar space located in the northern region near the aforementioned storage/shop space in Building 5000 (formerly known as Hangar B), and more specifically depicted on Exhibit B-2(b), Company's Premises-Building 5000-Plant City Airport.

The location of the above real property is more specifically depicted on Exhibit B-2, Premises-Plant City Airport, attached hereto and by this reference made a part hereof. The location of the above office space is more specifically depicted on Exhibit B-2(a), Company's Premises-Plant City Airport, attached hereto and by this reference made a part hereof. The location of the office space and hangar space in Building 5000 is more specifically depicted on Exhibit B-2(b), Company's Premises-Building 5000-Plant City Airport.

3. ARTICLE 6, RENTS AND FEES, Section 6.01 D(1), Company's Premises Rent -PCM Rates, is hereby deleted in its entirety and replaced by the following:

1. Company's Premises Rent - PCM Rates:

- a. Company will pay Authority an initial annual Company's Premises Rent – PCM of \$8,283.00, payable in monthly installments of \$690.25, plus applicable taxes (initial Company's Premises Rent – PCM).
 - b. Effective on the first anniversary of the Commencement Date, Company will pay Authority an annual Company's Premises Rent–PCM of \$23,027.35 payable in monthly installments of \$1,918.95, plus applicable taxes (Company's Premises Rent – PCM), calculated as follows:
 - i. 1,055 square feet of office area in the Terminal Building (Building 4200) the rate of \$11.69 per square foot per year for an annual payment of \$12,332.95, payable in monthly installments of \$1,027.75;
 - ii. 1,200 square feet of office area located in the southern region of Building 5000 and shown on Exhibit B-2 at the rate of \$5.95 per square foot per year for an annual payment of \$7,140.00, payable in monthly installments of \$595.00;
 - iii. 1,640 square feet of storage/shop space located in Building 5000 at the rate of \$2.16 per square foot per year for an annual payment of \$3,542.40, payable in monthly installments of \$295.20;
 - iv. 5,000 square feet of hangar space in Building 5000, formerly known as Hangar B, at an annual payment of \$12.00, payable in monthly installments of \$1.00.
4. Exhibit B-2(a), Company's Premises- Plant City Airport, dated February 2019 is hereby deleted and replaced with the attached Exhibit B-2(a) dated April 2020.
 5. The Parties agree that for the period beginning April 1, 2020 through September 30, 2020, the percentage of monthly Hangar and Tie-Down Space Rent at TPF set forth in Article 6.01F(1) due from Company to Authority will be reduced from sixty percent (60%) of Gross Hangar and Tie-Down Rental Receipts to fifty percent (50%) of Gross Hangar and Tie-Down Rental Receipts from operation of hangars and tie-downs at TPF, and the percentage of monthly Hangar and Tie-Down Space Rent at PCM set forth in Article 6.01F(2)(b) due from Company to Authority will be reduced from fifty percent (50%) of Gross Hangar and Tie-Down Rental Receipts to forty percent (40%) of Gross Hangar and Tie-Down Rental Receipts from operation of hangars and tie-downs at PCM. On October 1, 2020, the percentage of Hangar and Tie-Down Space Rent at TPF and at PCM will

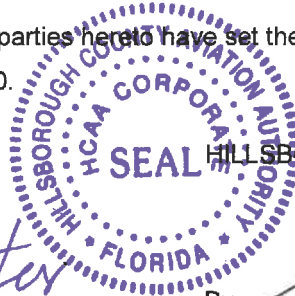
return to their original Agreement levels, sixty percent (60%) at TPF and fifty percent (50%) at PCM, for the remainder of the Term of this Agreement, including the Renewal Option.

6. Except as otherwise stated herein, all other terms remain in full force and effect and are hereby ratified and confirmed. The Agreement and this Amendment No. 1 represent the entire understanding between the Parties on the issues contained therein, either written or oral, and may be amended only by written instrument signed by both Parties.

(Remainder of Page Intentionally Left Blank)

IN WITNESS WHEREOF, the parties hereto have set their hands and corporate seals on this 7 day of May, 2020.

ATTEST:



HILLSBOROUGH COUNTY AVIATION AUTHORITY

Jane Castor
Jane Castor, Secretary
Address: P.O. Box 22287
Tampa, FL 33622

By: Gary W. Harrod
Gary W. Harrod, Chairman
Address: P. O. Box 22287
Tampa, FL 33622

Signed, sealed, and delivered in the presence of:

MT Kamparth
Witness Signature

MT Kamparth
Print Name

Violetta Cummins
Witness Signature

VIOLETTA CUMMINS
Print Name

LEGAL FORM APPROVED:

By: David Scott Knight
David Scott Knight
Assistant General Counsel

HILLSBOROUGH COUNTY AVIATION AUTHORITY
STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 7 day of May, 2020, by Gary W. Harrod in the capacity of Chairman, and by Jane Castor in the capacity of Secretary, of the Board of Directors, Hillsborough County Aviation Authority, a public body corporate under the laws of the State of Florida, on its behalf. They are personally known to me and they did not take an oath.

(Stamp or seal of Notary)



VIOLETTA CUMMINS
Commission # GG 111824
Expires June 20, 2021
Bonded Thru Budget Notary Services

Violetta Cummins
Signature of Notary
VIOLETTA CUMMINS

Type or print name of Notary

Date of Commission Expiration (if not on stamp or seal)

ATLAS AVIATION TAMPA, INC.

Signed in the presence of:

By: [Signature]
Title: PRESIDENT

[Signature]
Witness Signature

Tamara Burroughs
Print Name

[Signature]
Witness Signature

Norman Frorup Jr
Print Name

Deric Dymerski
Print Name

825 Severn Ave
Print Address

Tampa FL 33606

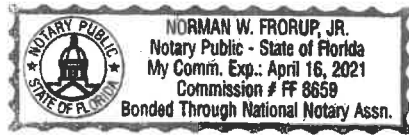
ATLAS AVIATION TAMPA, INC.

STATE OF Florida

COUNTY OF Hillsborough

The foregoing instrument was acknowledge before me this 23rd day of April, 2020,
by Deric Dymerski in the capacity of President,
(Individual's Name) (Individual's Title)
at Atlas Aviation Tampa Inc a corporation
(Name of organization or company, if any) (Corporation/Partnership/Sole Proprietor/Other)
on its behalf. he personally known and has produced
(He is/She is) (Personally known to me / not personally known to me)
the following document of identification Florida driver license

(Stamp or seal of Notary)



[Signature]
Signature of Notary

Norman Frorup Jr
Type or Print Name of Notary

April 16, 2021
Date of Commission Expiration (if not on stamp or seal)

The security information contained in this document is exempt from disclosure under the Florida Public Records Act, including but not limited to, Florida Statute sections §119.071, §281.301 and §331.22.



LEGEND

Company's Premises

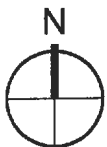


EXHIBIT B-2(a)

Company's Premises - Plant City Airport

**Tampa
International
Airport**

Community Airports
Peter O. Knight Airport
Plant City Airport
Tampa Executive Airport