

MEMORANDUM

TO: Real Estate & Transportation Committee
Commissioner Bill Read, Chairman
Commissioner Phillip Walker
Commissioner Scott Franklin

FROM: City Attorney's Office

DATE: August 3, 2020

RE: Second Amendment to Lease Agreement with Legends Airways, LLC, formerly Legacy Business and Real Estate Brokers, LLC

Attached hereto for your consideration is a proposed Second Amendment to the Lease Agreement with Legacy Business and Real Estate Brokers, LLC. The City Commission initially approved a Lease Agreement on October 5, 2015 with Hicks Business Holdings, LLC (Hicks) for office, hangar and ramp space comprising 7,500 square feet located at 3600 Drane Field Road. The First Amendment to the Lease approved by the City Commission in January 2018 reflected a name change from Hicks to Legacy Business and Real Estate Brokers, LLC (Legacy). Daryl Hicks, the principal owner of Hicks, Legacy and Legends Airways, LLC has operated several aviation businesses at Lakeland Linder International Airport over the past few decades.

This Second Amendment now seeks to modify the Lease to reflect another name change to Legends Airways, LLC. Pursuant to the Second Amendment, the name change will have no impact on the Lease Agreement with respect to the rights and obligations of Legends Airways, LLC, as the Lessee. Legends Airways, LLC shall be responsible for full performance of all terms and conditions set forth in the Lease as of August 1, 2020, subject to City Commission approval. The annual base rent for the leased space will remain \$50,122.56 (\$6.68 per square foot) for the remainder of the current Lease renewal option which continues through December 31, 2020. Except as modified by this Second Amendment to the Lease Agreement all other terms and conditions of the Lease shall remain in full force and effect.

It is recommended that the City Commission approve this Second Amendment to the Lease Agreement with Legends Airways, LLC and authorize the appropriate City officials to finalize and execute this amendment to the Lease consistent with the above-specified terms.

Attachment

SECOND AMENDMENT TO LEASE AGREEMENT

THIS SECOND AMENDMENT TO LEASE AGREEMENT is made and entered into this 3rd day of August 2020 by and between the **City of Lakeland**, a Florida municipal corporation (hereinafter referred to as the "Lessor"), whose address is 228 S. Massachusetts Avenue, Lakeland, Florida 33801 and **Legends Airways, LLC** (formerly Legacy Business and Real Estate Brokers, LLC) (hereinafter referred to as "Lessee"), whose address is 3600 Drane Field Road Lakeland, Florida 33811.

WITNESSETH:

WHEREAS, the Lessor entered into a Lease Agreement (the "Lease Agreement"), on October 5, 2015 with Hicks Business Holdings, LLC; and

WHEREAS, on January 16, 2018, Lessor entered into a First Amendment to Lease Agreement with Legacy Business and Real Estate Brokers, LLC to reflect a name change to the Lease Agreement which was formerly Hicks Business Holdings, LLC, as well as modify rental terms and the space occupied for the leased premises; and

WHEREAS, the Lessor and Lessee now seek to modify the Lease Agreement to reflect another name change from Legacy Business and Real Estate Brokers, LLC to Legends Airways, LLC; and

WHEREAS, the Parties mutually agree that the name change will have no impact on the Lease Agreement with respect to the rights and obligations of the Lessor and Legends Airways, LLC, as the Lessee.

NOW THEREFORE, the Parties hereto do mutually agree to amend the Lease Agreement and First Modification to the Lease Agreement as follows:

1. It is acknowledged by Lessor and Lessee, Legends Airways, LLC, that the Lease Agreement shall be modified to reflect a name change from Legacy Business and Real Estate Brokers, LLC to Legends Airways, LLC, effective August 1, 2020.

2. Pursuant to such name change, Lessee, Legends Airways, LLC, shall be responsible for full performance of all terms, covenants and conditions of said Lease Agreement, as amended, effective August 1, 2020 and continuing during any term and/or renewal of the Lease Agreement unless subsequently amended by mutual written agreement of the Parties.

3. Except as modified by this Second Amendment to the Lease Agreement, the terms and conditions of the Lease are hereby ratified and confirmed by Lessor and Lessee and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Second Amendment to the Lease Agreement to be executed and their respective seals to be hereunto affixed, the day and year first above written.

ATTEST:

City of Lakeland, Florida
a municipal corporation

BY: _____
Kelly S. Koos
City Clerk

BY: _____
H. William Mutz
Mayor

(Seal)

APPROVED AS TO FORM AND CORRECTNESS:

BY: _____
Palmer C. Davis
City Attorney

Signed in the presence of:

Legends Airways, LLC

Witness

By: _____
Printed Name

Witness

Printed Name