

April 10, 2013

**WHEREAS**, MLT Development Co. currently leases approximately 28.04 acres of land at Dallas Love Field approved on August 12, 1998, by Resolution No. 98-2271; and,

**WHEREAS**, the City and MLT Development Co. entered into a First Amendment to Lease approved on August 11, 1999, by Resolution No. 99-2286; and,

**WHEREAS**, the City and MLT Development Co. entered into a Second Amendment to Lease approved on February 13, 2002, by Resolution No. 02-0627; and,

**WHEREAS**, the City and MLT Development Co. entered into a Third Amendment to Lease approved on August 9, 2006, by Resolution No. 06-2000; and,

**WHEREAS**, the City and MLT Development Co. desire to enter into a Fourth Amendment to lease providing rent abatement in consideration for City's temporary use of approximately 123,475 square feet of the leased premises for purposes of storing electrical equipment, conduit, wiring, steel for the truss and components of airfield lighting, including contractor automobile parking and rubber tire construction equipment in an amount not to exceed \$32,104.

**Now, Therefore,**

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DALLAS:**

**Section 1.** That the proposed fourth amendment to lease is hereby approved and the City Manager is authorized to execute, on behalf of the City of Dallas, the fourth amendment to lease after approval as to form by the City Attorney.

**Section 2.** That the fourth amendment to lease evidences the following terms and conditions:

- (a) provide rent abatement in consideration for the City's temporary use of approximately 123,475 square feet of the leased premises for purposes of storing electrical equipment, conduit, wiring, steel for the truss and components of airfield lighting, including contractor automobile parking and rubber tire construction equipment in an amount not to exceed \$32,104.

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- (b) the City shall require the general contractor and any subcontractor engaged in the Love Field Runway 31R/13L Safety Enhancement Phase II Project to: (i) carry adequate Comprehensive General Liability Insurance coverage and Workers Compensation Liability Insurance coverage, (ii) provide MLT Certificates of Insurance evidencing such insurance coverage and showing MLT as an additional insured, and (iii) require the insurance carrier(s) to provide to MLT a written notice of any change or cancellation of such insurance at least thirty (30) days in advance of any change or cancellation.

**Section 3.** That this resolution shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Dallas, and it is accordingly so resolved.

APPROVED BY  
CITY COUNCIL

APR 10 2013

*Lucas A. Davis*  
City Secretary