

AGREEMENT CONCERNING ASSIGNMENT OF LEASE

THIS AGREEMENT is entered into effective November 1, 2022 (although it may be executed by the parties on other dates), between:

- City of Ocala, a Florida municipal corporation (“Landlord”);
- OCF Midfield Hangars, LLC., a Florida limited liability company (“Current Tenant”); and
- OCF Midfield Hangars Condominium Association, Inc., a Florida not for profit corporation (“New Tenant”).

WHEREAS:

- A. Effective October 1, 2021, Landlord entered into a Lease Agreement (the “Original Lease”) with OCF Midfield Hangars, LLC, a Florida limited liability company, pursuant to which Landlord leased to Current Tenant, and Current Tenant leased from Landlord, the real property described in the exhibits attached thereto, together with all premises, structures, and improvements thereon and appurtenances thereto, (collectively the “Premises”).
- B. Current Tenant and New Tenant have entered into an Agreement for Assignment of Lease pursuant to which Current Tenant has agreed to assign the Original Lease to New Tenant, and Current Tenant and New Tenant have requested Landlord to consent to the assignment of the Lease pursuant to Article 12.1.1 of the Original Lease. Landlord has agreed to do so pursuant to the terms and conditions hereof.

NOW THEREFORE, in consideration of the matters set forth above (which are incorporated herein by reference), the exchange of the mutual promises set forth herein, and other good and valuable consideration, the parties hereto agree as follows:

1. **Assignment.** Current Tenant has assigned, and by this instrument does hereby assign, the Original Lease to New Tenant and any improvements made by Current Tenant to the Premises.
2. **Assumption of Original Lease.** New Tenant hereby assumes and expressly agrees to perform all obligations of Current Tenant under the Original Lease.
3. **Consent to Assignment.**
 - 3.1. Landlord hereby consents to the foregoing assignment.
 - 3.2. Nothing set forth herein shall, however, obligate Landlord to agree to any future assignments or subleases of the Premises, and the provisions of paragraph 12 of the Original Lease are not amended hereby.
 - 3.3. Landlord hereby releases Current Tenant from any obligations under the Original Lease arising hereafter. Nothing set forth herein shall release Current Tenant’s direct or indemnity obligations with respect to any claim or action arising prior to the date hereof, which obligation shall survive this Agreement and shall apply to and serve to indemnify New Tenant as well as Landlord.
4. **Original Lease Not Amended.** Except as expressly set forth herein, the Original Lease is not amended or modified. Landlord and New Tenant hereby ratify and reaffirm the Original Lease.

IN WITNESS WHEREOF, the parties hereto have hereunto executed this instrument for the purpose herein expressed, the day and year above written.

ATTEST:

Angel B. Jacobs

Angel B. Jacobs
City Clerk

City of Ocala, a Florida municipal corporation

Ire Bethea Sr.

Ire Bethea, Sr.
President, Ocala City Council

Date: 12 / 02 / 2022

Approved as to form and legality

William E. Sexton

William E. Sexton
City Attorney

CURRENT TENANT

OCF MIDFIELD HANGARS, LLC, a Florida
Limited Liability Company

H. Randolph Klein

Witness

H. RANDOLPH KLEIN

Print Witness Name

By:

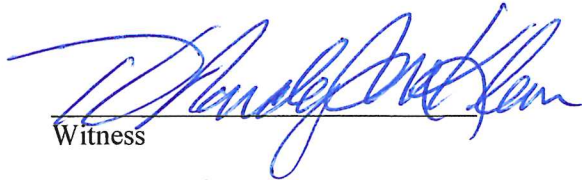
Kenneth B. Kirkpatrick
Kenneth B. Kirkpatrick, its Manager

Date:

10/20/22

NEW TENANT

**OCF MIDFIELD HANGARS
CONDOMINIUM ASSOCIATION, INC., a
Florida not for profit corporation**



Witness

H. RANDOLPH KLEIN

Print Witness Name

By:



Kenneth B. Kirkpatrick, its President

Address for Notices: P.O. Box 2495, Ocala, FL
34478

Date:

10/20/22

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| File name | FOR COUNCIL SIGNA...angars Condom.pdf |
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Document History



11 / 16 / 2022
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Sent for signature to William E. Sexton
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12 / 01 / 2022
10:44:55 UTC-5

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12 / 01 / 2022
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12 / 02 / 2022
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The document has been completed.