

FIRST AMENDMENT TO T-HANGAR LEASE AGREEMENT

THIS FIRST AMENDMENT TO T-HANGAR LEASE AGREEMENT ("First Amendment") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City"), and **GREG TUCKER** ("Lessee").

WHEREAS, on January 4, 2023, City and Lessee entered into a T-Hangar Lease Agreement (the "Original Agreement") City of Ocala contract No. AIR/230141; and

WHEREAS, after the Original Agreement was fully executed by the parties, it was discovered that Paragraph 2.A. contained a scrivener's error with regard to the noted commencement date; and

WHEREAS, City and Lessee now desire to enter into this First Amendment solely for the purpose of correcting the commencement date in Paragraph 2.A. of the Original Agreement.

NOW THEREFORE, in consideration of each of the foregoing recitals and the following mutual covenants, conditions and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, City and Lessee agree as follows:

1. **RECITALS.** City and Lessee hereby represent and warrant that the Recitals set forth above are true and correct.
2. **INCORPORATION OF ORIGINAL AGREEMENT.** The Original Agreement between City and Lessee is hereby incorporated by reference as if set forth herein in its entirety and remains in full force and effect except for those terms and conditions expressly amended by this First Amendment.
3. **AMENDMENT TO PARAGRAPH 2.A. – EFFECTIVE DATE AND LEASE TERM.** The language contained in Paragraph 2.A. – Effective Date and Lease Term is hereby deleted and replaced with the following (all remaining sections of Paragraph 2 – Effective Date, Term and Termination, remain in effect):

Effective Date and Lease Term. This Lease shall commence on **January 1, 2023**, shall become effective on the date fully executed by both Parties (the "Effective Date"), and shall continue in effect from month-to-month thereafter (the "Lease Term") unless and until terminated by either party as provided herein.

4. **NOTICES.** All notices, certifications or communications required by this First Amendment shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or

certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by e-mail. All notices shall be addressed to the respective parties as follows:

If to Lessee:

Greg Tucker
340 SE 53rd Ct.
Ocala, Florida 34480
Phone: 904-248-9448
E-mail: huntfisheat74@gmail.com

If to City of Ocala:

Daphne Robinson, Esq., Contracting Officer
City of Ocala, City Hall
110 SE Watula Avenue, 3rd Floor
Ocala, Florida 34471
PH: 352-629-8343
E-mail: notices@ocalafl.org

Copy to:

William E. Sexton, Esq., City Attorney
City of Ocala, City Hall
110 SE Watula Avenue, 3rd Floor
Ocala, Florida 34471
PH: 352-401-3972
E-mail: cityattorney@ocalafl.org

6. **EFFECT OF AGREEMENT.** In the event of any inconsistency between this First Amendment and a prior version of the Original Agreement, this First Amendment shall govern. Except as expressly set forth herein, the Original Agreement shall remain in full force and effect and is not amended or modified.
7. **COUNTERPARTS.** This First Amendment may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
8. **ELECTRONIC SIGNATURE(S).** Lessee, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this First Amendment. Further, a duplicate or copy of the First Amendment that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original First Amendment for all purposes.

9. **LEGAL AUTHORITY.** Each person signing this First Amendment on behalf of either party individually warrants that he or she has full legal power to execute this First Amendment on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this First Amendment.

IN WITNESS WHEREOF, the parties have executed this First Amendment on 02 / 07 / 2023.

ATTEST:**CITY OF OCALA**

Angel B. Jacobs
City Clerk

Peter Lee
City Manager

Approved as to form and legality:**GREG TUCKER**

William E. Sexton, Esq.
City Attorney

Signature

Greg Tucker

Name

Mr

Title

Title	FOR SIGNATURES - First Amendment to T-Hangar Lease...
File name	FOR SIGNATURES - ... (AIR 230141).pdf
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Document History



01 / 20 / 2023
13:48:18 UTC-5

Sent for signature to William E. Sexton (wsexton@ocalafl.org), Greg Tucker (huntfisheat74@gmail.com), Peter Lee (plee@ocalafl.org) and Angel Jacobs (ajacobs@ocalafl.org) from biverson@ocalafl.org
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02 / 03 / 2023
16:27:06 UTC-5

Viewed by William E. Sexton (wsexton@ocalafl.org)
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02 / 03 / 2023
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Signed by William E. Sexton (wsexton@ocalafl.org)
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02 / 06 / 2023
11:24:06 UTC-5

Viewed by Greg Tucker (huntfisheat74@gmail.com)
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02 / 06 / 2023
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Signed by Greg Tucker (huntfisheat74@gmail.com)
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02 / 07 / 2023
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Signed by Peter Lee (plee@ocalafl.org)
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The document has been completed.