

NUECES COUNTY AIRPORT
HANGAR LEASE AGREEMENT

STATE OF TEXAS

COUNTY OF NUECES

This lease is entered into this **1st day of October 2013**, between NUECES COUNTY, TEXAS hereinafter referred to as “Lessor” and is the owner of the Nueces County Airport, hereinafter referred to as “Airport” located at 3983 Wings Drive, Robstown, Texas 78380 and **Johnston Fertilizer, Inc.**, acting herein by and through its duly authorized agent, hereinafter referred to as “Lessee.”

WHEREAS, Lessor and Lessee are committed to the proper operation, improvement, and continued development of the Airport; and

WHEREAS, Lessor deems it advantageous to itself and to the operation of the Airport to lease to Lessee certain land/hangar/building/office as stated herein;

NOW THEREFORE, in accordance with the terms, considerations, and privileges listed herein, Lessor and Lessee covenant and agree as follows:

SECTION 1. LEASED AREA

A. Hangar – Lessor does hereby lease to Lessee Hangar/T-Hangar more particularly described as follows:

Hangar T-7

and as shown on the “Airport Hangar Layout ” which is attached hereto and incorporated herein, all hereinafter referred to as the “Hangar” and located on the Airport. Lessee hereby leases the said Hangar from Lessor subject to the terms, considerations, and privileges stated herein.

SECTION 2. TERM:

This lease shall commence on the **1st day of October 2013** and, unless earlier terminated according to the terms hereof, shall terminate on **September 30th, 2014**. Thereafter, should Lessee desire to renew lease for a subsequent one (1) year term Lessee shall give written notice to Lessor not more than one-hundred-eighty (180) nor less than sixty (60) days prior to the expiration of the preceding one (1) year lease term. Lessor at its election may renew lease, which shall be upon mutual and written agreement of the parties.

SECTION 3. CONSIDERATION

- A.** In consideration for the lease of the Hangar referenced herein, Lessee hereby agrees to pay monthly the sum of **\$ 155.00**. The first month's payment is to be made in advance and shall be prorated for any partial month. Thereafter, all future payments shall be made on or before the first working day of the month due for the term of this contract plus any extensions thereto.
- B.** Lessee agrees that the lease payment listed herein shall be subject to review and adjustment by Lessor at the end of each term covered by the lease.
- C.** All lease fees shall be paid as the same becomes due, without demand, in lawful currency of the United States made payable to Nueces County and sent by mail or delivery to the Nueces County Airport Manager 3983 Wings Drive, Robstown TX 78380.
- D.** In the event Lessee fails to remit any payments when the same are due, interest at the rate of \$25.00 per day shall be charged by Lessor beginning on the tenth (10th) day after the date the payment is due and such interest shall continue to accrue against such delinquent payment until the payment plus interest is received by Lessor. In the event Lessee shall become delinquent for more that 30 days, this lease may be terminated by Lessor as further defined in Section 7, -- Termination.
- E.** Lessee agrees that he will at all times keep the premises of the Hangar, including the inside and the outside of the Hangar, clean and free of trash, litter, tall grass, weeds, junked automobiles, and scrap aircraft parts. Lessee shall abide by all applicable rules and recommendations of the Environmental Protection Agency, the Texas Commission on Environmental Quality, the Texas Department of Agriculture, the Texas Department of Transportation, and any other public agency concerning the use, storage, and disposal of hazardous chemicals, fuel, and/or oil. Lessee further agrees to abide by the manufacturer's direction in regards to the use, storage, and disposal of all pesticides, herbicides, and other chemicals plus their containers used at the Airport. Should Lessee fail to keep the leased Hangar clean and free of hazards, Lessor may, after ten