

THE STATE OF TEXAS }
COUNTY OF JEFFERSON }

PASTURE / GRAZING
LEASE AGREEMENT

THIS AGREEMENT entered into by and between Jefferson County, Texas, a subdivision of the State of Texas and Jon and Andrea Hoyt, doing business in the State of Texas, made and entered into this 17th day of June, 2019.

WHEREAS, Jefferson County, hereinafter called "Lessor", owns and operates the Jack Brooks Regional Airport located in Jefferson County, Texas and

WHEREAS, Jon and Andrea Hoyt, hereinafter called "Lessee", is qualified to do business in the State of Texas and desires to enter a Grazing Agreement with the Lessor for the purpose of leasing pasture space with the understanding that the scope of business operations permitted by this agreement is limited to livestock grazing. Nothing in this agreement may be construed as conferring any rights to the exclusion of any other tenant of the Airport.

WHEREAS, Jefferson County represents that it has the right to grant the lease, together with all the facilities, rights, licenses, services, and privileges in the manner and to the extent hereinafter set forth:

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants hereinafter contained, the parties agree for themselves, their successors, legal representatives and assignees, as follows:

1. **Premises.** Lessor hereby leases to the Lessee exclusive property as depicted on the attached Exhibit "A" for livestock grazing. The property is more fully described as follows:
2. **Rate.** For and in consideration of the rent and covenants herein contained, Lessor agrees to lease property as follows: "Hwy 365 Pasture" containing 56 acres, more or less, of useable pasture grass (hereinafter "property") at a rate of \$10.50 annually per acre (\$588.00/year) payable in advance.
3. **Rentals.** Lessee covenants and agrees to pay to Lessor rental, when due, as described in section 2 above. Lessee agrees to abide by all rules and regulations of the Federal Aviation Administration, the State of Texas, the Jack Brooks Regional Airport, Jefferson County Commissioner's Court, and any other duly constituted public authority having jurisdiction over the airfield, and airport property, its use or occupancy.
4. **Term.** The initial term of this lease shall begin on June 17, 2019 and terminate without further notice on May 30, 2020. Lessee will have the option of extending for two (2) one (1) year periods; however, at the end of any lease period, Jefferson County reserves the right to reject the exercise of any option if necessary to take back any or all of the property for the County's use.
5. **Due Date.** All rent shall be payable yearly, in advance. Rental installments not paid before the tenth of the month following its due date shall be assessed a \$50.00 late fee.

6. **Taxes.** Lessee agrees to pay any taxes or special assessments that may be levied against the leased property, or against the leasehold interest, or against the Airport because of this lease, by any taxing unit or entity, whether levied against Lessor or Lessee, and Lessee further agrees to hold Lessor harmless from any claims or liens in connection with any such tax or special assessment.
7. **Prohibited Uses.** Without first obtaining Lessor's written consent, Lessee shall not use the property for any other activity except as expressly provided in this agreement. Lessor shall not allow its employees or any other person to use the property:
 - a. as a residence,
 - b. for the storage of vehicles,
 - c. or the storage of personal property not associated with its business activities.
8. **Hunting.** Lessee will not hunt, or allow others to hunt, on the property.
9. **Stocking Limitations.** Lessee shall not use the property for the grazing of any livestock other than cattle or goats. "Breachy" livestock, livestock that frequently escapes the pasture either by jumping or breaking through fences, must be removed from the property
10. **Utilities.** Lessee shall be responsible for any and all deposits, fees, and monthly charges from the utility providers, including but not limited to electricity, water, sewer, and telephone, for the use of all utilities associated with the use of the property.
11. **Lessor's Responsibilities.** Lessor and lessee agree that the boundary fence and gates are in good condition at the time this agreement is executed. Lessor will, as FAA requirements and budgeted funds allow, remove trees and shrubbery that may penetrate Part 77 surfaces and or have an adverse impact on aircraft navigation. Lessor will notify Lessee in advance of any activity in order to give Lessee ample time to make necessary accommodations.
12. **Lessee's Responsibilities.** By execution of this lease agreement, Lessee acknowledges that it has inspected the property, including the fences, gates, roads, and grass, and accepts the same in an "as is" condition. Lessee shall, at its own expense and risk, maintain the boundary fence and routinely inspect and repair the boundary fence along Hwy 365. Lessee shall make sure the two access gates (A-90th Street & B-Hwy 365) are properly closed and secure at all times. Lessee will prevent Lessor from being "locked-out" of property allow Lessor to maintain access to property from Lessor's gate lock. Lessee shall be solely responsible for the risk of loss of all contents owned by Lessee.
 - a. Lessee must mow or spray herbicide one-half (1/2) of useable grass area at a minimum of once every twelve (12) months to mitigate unwanted vegetation growth.

Lessee agrees to comply with all valid environmental laws, orders, regulations, and requirements of the federal, state, county, and municipal authorities having jurisdiction over Lessee and Lessee's use of the property including without limitation, all applicable federal, state, and local laws, regulations, or ordinances

pertaining to air and water quality, waste disposal, and Hazardous Materials (as defined by the Resource Conservation and Recovery Act, as amended, the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, the Federal Clean Water Act, as amended, or any other federal, state, or local environmental law), which shall impose any duty upon Lessor or Lessee with respect to the use of the property. If the presence of any Hazardous Material on the property caused or permitted by Lessee results in any contamination of Lessor's property, Lessee shall indemnify Lessor, and Lessor's administrators, successors, and assigns from all liability associated with said contamination including site assessment expenses and clean up and restoration expenses required by any environmental government entities, and promptly take all actions at Lessee's sole expense as are necessary to return Lessor's property to the condition existing prior to the introduction of such Hazardous Material to the leased premises, provided that Lessor's approval of such actions shall be obtained. The foregoing indemnity shall survive the expiration or termination of this lease.

13. **Alterations.** Lessee shall make no permanent additions or alterations to the property or buildings or any improvements of the property without the written permission of the Airport Director. Mowing and herbicide spraying are considered maintenance, not alterations. Lessee has requested to alter an entrance into the property from Hwy 365 to allow for safer access and Lessor has agreed. Lessee is also allowed to remove trees and shrubbery located on property, however any trees and shrubbery contemplated need to be removed from the property or completely mulched on site. No burning of vegetation will be allowed. If said trees are to be buried on site, prior approval of manner and site must be obtained from Airport Director.
14. **Condition and Surrender.** Lessee shall, throughout the lease term, maintain the property as stated in Section 2 and keep it free from waste and nuisance, and shall deliver up the property at the termination of this lease in good condition. In the event Lessee should neglect to reasonably maintain the property, Lessor shall have the right, but not the obligation, to cause repairs or corrections to be made, and any reasonable costs therefore shall be payable by Lessee to Lessor as additional rental on the next rental installment date.
15. **Hold Harmless.** Lessee shall indemnify and hold harmless Lessor of and from any and all claims, whether in contract or in tort, statutory or at common law, and from each and every claim, loss or demand of whatever nature, made by or on behalf of any third person or persons arising out of Lessee's use and occupation of the property including any damage caused by livestock to the property of third parties, whether due to sole negligence of Lessee or whether due to the joint or concurrent negligence of Lessor and Lessee.
16. **Relationship of Parties.** It is expressly understood and agreed that Lessor shall, under no circumstances, be considered a bailee of Lessee's property, real or personal including livestock, during the term of this agreement or upon expiration or cancellation hereof. Further, Lessor shall not be liable for any loss of or damage to any personal property, fixtures, or equipment of Lessee installed or stored on the property except to the extent liability therefore can be proven pursuant to an exception to sovereign immunity under

the Texas Tort Claims Act. Any item(s) of personal property annexed to the realty to the extent that such property becomes "fixture(s)" shall, at the expiration or cancellation of this lease, become the property of Lessor.

17. **Events of Default.** If Lessee shall allow the rent to be in arrears more than five (5) days after written notice of such delinquency, or shall remain in default under any other condition of this lease for a period of five (5) days after written notice from Lessor, or should any other person than Lessee secure possession of the property or any part thereof, by reason of any receivership, bankruptcy proceedings, or by operation of law in any manner whatsoever, then any of such events shall be deemed to be an event of default by Lessee under this lease. Upon the breach of any term or condition of this Agreement by Lessee, Jack Brooks Regional Airport shall have all rights and remedies available at law and equity, up to and including immediate termination of this Agreement. In the event this Agreement is terminated for any reason including Lessee's default, failure to comply with applicable statutes, ordinances and regulations; or expulsion from Airport, there will not be any refund of any fees paid to Jack Brooks Regional Airport by Lessee. Further, any obligation of Lessee to pay under this Agreement shall survive termination.
18. **Remedies.** Upon the occurrence of any event of default specified in section 16 hereof, Lessor shall have the option to pursue any remedy allowed by law and may, without further notice or demand terminate this lease in which event Lessee shall immediately surrender the property to Lessor.
 - a. Pursuit of any of the foregoing remedies shall not preclude pursuit of any of the other remedies herein provided or any other remedies provided by law, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any rent due to Lessor hereunder or of damages occurring to Lessor by reason of the violation of any of the terms, provisions, and covenants herein contained. Lessor's acceptance of rent following an event of default hereunder shall not be construed as Lessor's waiver of such event of default. No waiver by Lessor of any violation or breach of any of the terms, provisions, and covenants herein contained shall be deemed or construed to constitute a waiver of any violation or breach of any of the terms, provisions, and covenants herein contained. Forbearance by Lessor to enforce one or more of the remedies herein provided upon an event of default shall not be deemed or construed to constitute a waiver of such default. The loss or damage that Lessor may suffer by reason of termination of this lease as provided for above shall include the expense of repossession and any repairs or remodeling undertaken by Lessor following possession.
19. **Cancellation.** Lessor shall have the right to cancel this lease in its entirety, to be effective at the end of any specified month, provided it gives not less than sixty (60) days written notice to Lessee of its intent to cancel this lease. Upon the effective date of such cancellation this lease shall be considered null and void as to any subsequent obligations by and between the parties. Lessee shall vacate the property by removing all property owned by Lessee including livestock on or before the effective date of such cancellation. After the effective date of cancellation, if Lessee has not vacated the premises, he shall be construed to be a

trespasser.

- a. Lessee shall have the right to cancel this lease in its entirety, to be effective at the end of any specified month, provided it gives not less than sixty (60) days written notice to Lessor of its intent to cancel this lease. Upon the effective date of such cancellation this lease shall be considered null and void as to any subsequent obligations by and between the parties. Lessee shall vacate the property on or before the effective date of such cancellation. After the effective date of cancellation, if Lessee has not vacated the premises, he shall be construed to be a trespasser.
20. **Assignment.** Lessee agrees not to assign or sublease the property leased, or any part thereof, or any right or privilege connected therewith, or to allow any other person, except Lessee's agents and employees, to occupy the property or any part thereof, without first obtaining the Lessor's written consent, which will not be unreasonably withheld. Lessee's interest in this lease is not assignable by operation of law, nor is any assignment of his interest herein permitted.
 21. **Right of Entry.** Lessor reserves the right to enter upon the property at any reasonable time for the purpose of making any inspection it may deem expedient to the proper enforcement of any of the covenants or conditions of this agreement. Lessor shall attempt to provide Lessee reasonable advanced notice except in the case of an emergency.
 22. **Assurances.** Lessee covenants and agrees to comply with all rules and regulations of the Federal Aviation Administration, and all Federal, State and Local laws and ordinances now in effect or hereafter promulgated, and the same are made a part of this agreement by reference as though they were set forth herein.
 23. **Airport Regulations.** The Lessee covenants and agrees to observe and obey the rules and regulations of the Airport, as promulgated by governmental authority, in the conduct of its operations on the property.
 24. **Airport Hazard.** The Lessee and its successors and assigns, will not make or permit any use of the property which would interfere with landing or taking-off of aircraft at the Airport, or otherwise constitute an airport hazard, including such items as electrical and electronic interference with communications, electrical or electronic equipment, creation of dust or glaring or misleading lights.
 25. **Insurance.** The Lessee shall, at all times during the term of this lease, maintain insurance coverage with not less than the type and requirements shown below. Such insurance is to be provided at the sole cost of the Lessee. These requirements do not establish limits of the Lessee's liability. All policies of insurance shall waive all rights of subrogation against the Airport and Jefferson County, its officers, employees and agents and the Airport and Jefferson County shall be named "additional insured" on workers' compensation policy and liability coverage.
 - a. Prior to execution of this agreement, certified copies of original insurance policies shall be furnished to the Airport. The Airport reserves the right to require additional insurance should it

deem necessary.

- b. Lessee shall have and maintain complete and adequate Worker's Compensation Insurance (with waiver of subrogation to the Airport and Jefferson County), where applicable for statutory amount.
- c. Lessee shall have and maintain complete and adequate general liability insurance of One Million Dollars (\$1,000,000.00) each occurrence; and in addition shall provide property damage liability insurance in a minimum sum of Five Hundred Thousand Dollars (\$500,000.00) for property damage growing out of any accident or other cause.
- d. Lessee shall have and maintain complete and adequate Automobile Liability Insurance, with Combined Single Limit of Five Hundred Thousand Dollars (\$500,000.00), for any vehicles operated by Lessee transporting livestock or items to and from the property..
- e. The amounts of minimum coverage herein specified may be modified from time to time in compliance with Jefferson County standard requirements and Lessee shall maintain the insurance with insurance underwriters authorized to do business in the State of Texas. Each policy or certificate shall contain a provision that written notice of cancellation or any material change in the policy by the insurer shall be delivered to Lessor, thirty (30) days in advance of the effective date thereof.

26. **Notices.** Notices to Lessor provided for herein shall be sufficient if sent by certified mail, return receipt requested addressed to:

**AIRPORT DIRECTOR
Jack Brooks Regional Airport
5000 Jerry Ware Drive
Beaumont, Texas 77705**

and notices to said Lessee, if sent by certified mail, return receipt requested, addressed to:

**Jon and Andrea Hoyt
PO Box 88
Kountze, TX, 77625
1 Tel. 409.790.2628
2 Tel. 409.679.1351
Email: JonAHoyt@Yahoo.com**

or to such other addresses as the parties may designate to each other in writing from time to time.

LESSOR: Jack Brooks Regional Airport

BY: _____

**Jeff Branick
Jefferson County Judge**

LESSEE

BY: _____

Jon Hoyt or Andrea Hoyt

Exhibit "A"

