

TYLER COUNTY AIRPORT POLICY

FIRST VERSION - 1999

REVISED VERSION
ADOPTED AND APPROVED
JUNE 11, 2007

- ❖ HANGAR LEASE AGREEMENT
- ❖ HANGAR USE POLICY
- ❖ MINIMUM REQUIREMENTS FOR CONSTRUCTION OF AIRPORT
- ❖ TIE- DOWN/ APRON POLICY

**TYLER COUNTY AIRPORT
HANGAR LEASE AGREEMENT**

THIS HANGAR LEASE AGREEMENT is made this 10th day of April, 2023, by and between the **COUNTY OF TYLER, TEXAS**, acting by and through it's duly elected **County Judge, Milton Powers** and Tyler County Commissioner **Mike Marshall**, Precinct # 3, Tyler County Airport Manager, and being legally authorized to execute this Agreement by the Commissioners' Court of Tyler County, Texas, hereinafter called "LESSOR", and Kevin Lachausse & Tex Air America (Reno Jaton), herein called "LESSEE".

WITNESSETH:

I.

The LESSOR does by this AGREEMENT, lease unto the LESSEE, the following described property located at the Tyler County Airport, Woodville, Texas, and to-wit:

Commercial Hanger # 2, _____ sq.ft., physical address _____ CR 2025, Woodville, Texas 75979, located on the northwest side of the runway at the Tyler County Airport.

Kevin Lachausse 409-283-5528
6340 US Hwy 69 South Woodville Tx 75979

Jaton Persing 409-200-4363
338 CR 2025
Woodville Tx 75979

II.

The term of lease shall be for a period of twenty (20) years, with two (2) ten year options, from the date hereof. Such property will be used exclusively for the purpose of housing aircraft within a hangar to be built upon said lot by LESSEE, for aircraft operation and airport-related business. The hangar shall be constructed in compliance with the Minimum Requirements for Construction of Airplane Hangars at the Tyler County Airport, as adopted and amended by the Tyler County Commissioner's Court.

III.

LESSEE agrees and covenants to maintain *Liability Insurance* on the proposed building and the contents and to keep the building and grounds in good condition and making all repairs and improvements. LESSEE further agrees and covenants to pay when due the annual hangar use fee assessed by the Tyler County Commissioners' Court, and to comply fully with all requirements of the TYLER COUNTY HANGAR USE POLICY as currently adopted and as it may be amended from time to time by the Tyler County Commissioners' Court, including but not limited to the FOLLOWING PROVISIONS:

HANGAR USE POLICY

1. Each privately-owned hangar located at the airport shall be assessed a *user fee* of **\$25.00** per month to be paid annually by January 15th of each year.
2. Commercial use of hangars, including the sub-letting for purposes of multi-aircraft storage requires prior approval of the Commissioners' Court and will be limited to aviation-related activities. Fee's for commercial use hangars will be negotiated and approved by the Commissioners' Court.
3. Individual owners are responsible for the upkeep and general appearance of each hangar, which shall be kept painted and in reasonably good condition as determined by the Commissioners' Court, with no excessive rust, missing or loose tin, inoperable doors, etc. In order to maintain consistency in appearance, exterior colors are limited to silver/galvanized or white/off white.
4. Individual owners shall maintain a well-kept and safe condition that does not distract from the overall appearance of the airport or pose a risk of damage or harm to persons or property on or using the airport. **NO** disabled or abandoned vehicles, aircraft or part thereof junk, trash or brush/weeds will be permitted.
 - 4.1 No flammable items may be stored on the leased premises other than fuel stored in the fuel tanks of an operational aircraft.
 - 4.2 Any aircraft maintenance done in this hangar will be done on aircraft stored therein.
5. No permanent outside storage of boats, supplies, equipment or vehicles (other than aircraft) will be permitted.
6. Modifications to existing hangar/s, ramps, utilities or adjacent areas must have the prior approval of the Commissioners' Court.
7. Individual owners are responsible for compliance with all local, State and Federal

Rules, requirements (including but not limited to all safety and environmental standards) relating to the inspection, ownership, maintenance and use of hangars and all property stored therein.

8. All charges for water, gas, electric, telephone and other utilities shall be at **LESSEE'S** expense.
9. **LESSEE** agrees to maintain, at his own expense, for the benefit of **LESSEE** and **LESSOR** as an additional insured, aircraft liability insurance for property damage and personal injury or death arising as a result of **LESSEE'S** occupation of, and the operation and storage of **LESSEE'S** aircraft on the leased premises. Minimum coverage shall be: Single Limit Bodily Injury and Property Damage Liability including passengers- **ONE MILLION DOLLARS (\$1,000,000)** each occurrence. **LESSEE** shall deliver to the **LESSOR** certificates or binders evidencing the existence of the insurance required herein.
10. That the **LESSOR** shall not be liable to **LESSEE** or to **LESSEE'S** employees, patrons, or visitors for any damage to person or property due to the building on said premises or any appurtenances thereof being improperly constructed or becoming out of repair nor for damages from any defects or want of repair of any part of the building which the leased premises form part, but the **LESSEE** accept such premises as suitable for the purposes for which same are leased and accepts the building and each and every appurtenance thereof and waives defects therein and agrees to hold the **LESSOR** harmless for all claims of such damage.
11. Each **LESSEE** agrees to indemnify and hold harmless to Tyler County from any and all claims, demands and expenses arising out of any claims against the County based on the ownership, condition or use of each hangar.
12. **LESSEE** shall not permit any mechanics liens or other liens to be filed against the fee of the leased premises nor against **LESSEE'S** lease hold interest in the land nor any buildings or improvements on the leased premises by reason of any work, labor, services, or materials supplied or claimed to have been supplied to **LESSEE** or to anyone holding the leased premises or any part thereof through or under **LESSEE**.
13. If **LESSEE** desires to sell said hangar, then Tyler County has the first option to purchase said hangar, which is covered by this lease. The **LESSEE** shall notify the Commissioners' Court of his/her desire to sell. Said notice, shall be in writing and shall recite the required purchase price. The Commissioners' Court shall have thirty (30) days to accept or reject said purchase of hangar from **LESSEE**.
14. Tyler County has the right to relocate this hangar if necessary in order to expand the existing airport facilities. This relocation will be at Tyler County's expense and not at the expense of the **LESSEE**, owner of the hangar.

15. Should **LESSEE** default in the performance of any covenant, condition, or agreement in this lease, and such default is not corrected within sixty (60) days after receipt of written notice from **LESSOR** to **LESSEE**, **LESSOR** may declare this lease, and all rights and interests created by it, to be terminated. Upon **LESSOR** electing to terminate, this lease shall cease and become void. Upon such event, **LESSEE** may be required to remove building and improvements constructed and return the leased premises to its original condition within sixty (60) days. Failure to remove the structure and improvements results in the **LESSOR'S** right to obtain possession and ownership of the premises and by such action, obtain ownership of the building constructed on the premises.
16. Any termination of this lease as herein provided shall not relieve **LESSEE** from the payment of any sum or sums that shall then be due and payable to **LESSOR** hereunder, or any claim for damages then or theretofore accruing against **LESSEE** hereunder, and any such termination shall not prevent **LESSOR** from enforcing the payment of any sum or sums or claim for damages by any remedy provided by law, or from recovering damages from **LESSEE** for any default hereunder. All rights, options and remedies of **LESSOR** contained in this lease shall be construed and held to be cumulative, and on one of them shall be exclusive of the other, and **LESSOR** shall have the right to pursue any one or all of such remedies or any other remedy or relief, which may be provided by law whether or not, stated in this lease. No waiver by **LESSOR** of a breach of any of the covenants, conditions or restrictions of this lease shall be construed or held to be a waiver of any succeeding or proceeding breach of the same or any other covenant, condition, or restriction herein contained.

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**MINIMUM REQUIREMENTS FOR CONSTRUCTION OF
AIRPLANE HANGARS at TYLER COUNTY AIRPORT**

1. Federal Aviation Administration rules and regulations require that plans for New hangars constructed at Tyler County Airport be filed on Application Form FAA-7460-1 (1/78) at least 30 days prior to commencing construction of a hangar. These forms are available through Federal Aviation Administration.
2. All framing must be in accordance with acceptable architectural and engineering standards to comply with adequate wind loading and stress factors.
3. All aprons and hangar flooring must have a minimum 6" compacted iron ore base or equivalent locally available material as used in local County/City street and road construction. Tenant is responsible for constructing a hard-surface apron, asphalt or equivalent, connecting to the nearest taxiway.
4. All wiring be of such quality to meet standards required under the National Electrical Code and to stand inspection. Tenant is responsible for making arrangements for all utility connections, including water, and each tenant must open accounts with any utility furnishing services to the hangar.
5. Persons desiring to build a hangar on the airport premises must provide surveyor's field notes and a plat of the proposed hangar construction site, along with Form FAA-7460-1 and the proposed hangar plans; both the plans and proposed location must be approved by the Tyler County Commissioners' Court.
6. No commercial use of hangars is permitted, except with the express prior written authorization of the Commissioners' Court. Commercial uses, if permitted, will be limited to aviation-oriented activities.
7. If the application is approved, the Commissioners' Court will provide a Hangar Lease Agreement, which must be executed and delivered prior to beginning construction. prorated advance annual rental payment is due upon lease execution, and if hangar construction is not started within sixty (60) days of lease execution and/or not completed within ninety (90) days after commencement of construction, tenant shall pay a delay penalty of \$10.00 per day.
8. Construction must begin within sixty (60) days after execution of lease, or right to space requested is forfeited, subject to reasonable extension upon request for good cause; construction must be completed within ninety (90) days after commencement except for good cause shown.

Milton Powers, Tyler County Judge

Lessees' Name

Joe Blacksher, Commissioner Pct. # 1

Doug Hughes, Commissioner Pct. # 2

Mike Marshall, Commissioner Pct. # 3

Charles I Hudson, Commissioner Pct. # 4

THE STATE OF TEXAS
COUNTY OF TYLER

BEFORE ME, the undersigned authority, on this day personally appeared

_____, _____, _____

_____, _____, _____

Known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to Me that they executed the same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office, this ____ day of _____, 20 .

Notary Public for the State of Texas

TYLER COUNTY AIRPORT
HANGER LEASE AGREEMENT

WITNESS OUR HANDS this day _____ of _____, 20__.

LESSOR:
Tyler County, Texas

By: _____
Milton Powers, Tyler County Judge

STATE OF TEXAS
COUNTY OF TYLER

This instrument was acknowledged before me on the _____ day of _____, 20__, by
Milton Powers, Tyler County Judge.

Notary Public, State of Texas
Print Name:

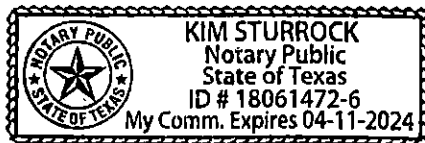
LESSEE :

Kevin Lachausse & Tex Air America

STATE OF TEXAS
COUNTY OF TYLER

This instrument was acknowledged before me on the 5th day of April, 2023 by

Kim Sturrock



Notary Public, State of Texas
Print Name: Kim Sturrock

TIE – DOWN/ APRON POLICY

No commercial trucks are allowed on the apron. No airplane shall not be tied-down on the apron over five (5) consecutive days without permission from the Airport Manager,

Commissioner Mike Marshall, you may call my office at 409-283-7623, from (8:00 a.m. – 4:30 p.m.)

NOTE:

All notices under this Agreement are to be in writing and addressed as follows:

LESSOR: Tyler County Judge
Milton Powers
201 Veterans Way
Woodville, TX 75979