



## COUNTY ATTORNEY

Fort Bend County, Texas

**BRIDGETTE SMITH-LAWSON**

County Attorney

(281) 341-4555

Fax (281) 341-4557

## REVIEW FORM

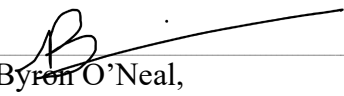
On October 10, 2024, the County Attorney's Office reviewed the following pursuant to Contract Request No. 24-SO-101003:

Review of the Airport Hangar Lease between Fort Bend County and City of Sugarland.

The purpose of this agreement is to delineate the responsibilities of the City of Sugarland and the Fort Bend County Sheriff's Department as parties to this agreement.

**The attached lease agreement has been acknowledged, reviewed, and approved as to legal form only.**

BRIDGETTE SMITH-LAWSON  
FORT BEND COUNTY ATTORNEY

  
Byron O'Neal,  
Assistant County Attorney,  
General Counsel Division

**AIRPORT HANGAR LEASE BETWEEN THE CITY  
OF SUGAR LAND AND  
FORT BEND COUNTY BY AND THROUGH THE SHERIFF'S DEPARTMENT**

**EFFECTIVE: SEPTEMBER 4, 2024**

## **TABLE OF CONTENTS**

|                                                               | <u><b>Page Number</b></u> |
|---------------------------------------------------------------|---------------------------|
| SECTION 1 DEFINITIONS AND EXHIBITS .....                      | 3                         |
| SECTION 2 LEASED PREMISES .....                               | 4                         |
| SECTION 3 TERM.....                                           | 4                         |
| SECTION 4 RENTALS AND PAYMENTS.....                           | 4                         |
| SECTION 5 USE OF PREMISES AND AIRPORT .....                   | 5                         |
| SECTION 6 IMPROVEMENTS TO PREMISES.....                       | 6                         |
| SECTION 7 MAINTENANCE.....                                    | 6                         |
| SECTION 8 INSURANCE.....                                      | 7                         |
| SECTION 9 TAXES, ASSESSMENTS AND FEES .....                   | 7                         |
| SECTION 10 UTILITIES.....                                     | 7                         |
| SECTION 11 DAMAGE TO OR DESTRUCTION OF PREMISES .....         | 7                         |
| SECTION 12 ASSIGNING, SUBLETTING AND ENCUMBERING .....        | 7                         |
| SECTION 13 DEFAULT .....                                      | 8                         |
| SECTION 14 FAILURE TO USE PREMISES FOR SPECIFIED PURPOSE..... | 9                         |
| SECTION 15 TERMINATION BY LESSEE .....                        | 9                         |
| SECTION 16 DISPOSITION OF IMPROVEMENTS .....                  | 9                         |
| SECTION 17 EMINENT DOMAIN.....                                | 9                         |
| SECTION 18 RIGHT OF ENTRY AND INSPECTION BY THE CITY .....    | 9                         |
| SECTION 19 FEDERAL AVIATION ADMINISTRATION REQUIREMENTS.....  | 10                        |
| SECTION 20 HAZARDOUS MATERIALS.....                           | 12                        |
| SECTION 21 MISCELLANEOUS PROVISIONS.....                      | 13                        |

**AIRPORT HANGAR LEASE BETWEEN  
THE CITY OF SUGAR LAND AND FORT BEND COUNTY**

The City of Sugar Land, Texas, as owner of the Sugar Land Regional Airport, and Fort Bend County by and through the Sheriff's Office, as Lessee of the Premises described in the Lease, agree as follows:

**RECITALS**

The City of Sugar Land to lease 38,363 square feet of real property located at Sugar Land Regional Airport, 241 Lee Duggan Drive, Sugar Land, Texas, to Fort Bend County, the Lessee, for the purpose conducting aviation related operations.

**SECTION 1. DEFINITIONS AND EXHIBITS**

A. Definitions. The following words in this Lease have the following meanings unless the context clearly indicates otherwise:

*Airport* means the Sugar Land Regional Airport.

*Aviation Director* means the City employee designated by the City Manager to oversee the operations of the Airport.

*City* means the City of Sugar Land, Texas, its officers, employees, representatives, agents, invitees, contractors, subcontractors and volunteers.

*City Council* or *Council* means the City Council of the City.

*City Manager* means the City's City Manager.

*F.A.A.* means the United States Federal Aviation Administration or its successor agency.

*Lease* means this lease agreement.

*Lessee* means Fort Bend County by and through its Sheriff's Office, its officers, employees, representatives, agents, invitees, contractors, subcontractors and volunteers.

*Premises* means 38,363 square feet of real property, which includes 4,900 square feet of hangar space and 1,562 square feet of office space as delineated in Exhibit A.

B. Exhibits. This Lease includes the following exhibits, attached to and incorporated into this Lease by reference. If the City amends Exhibit C, D, E, or F, during the term of this Lease, the amended exhibit will be attached to this Lease showing the modification of this Lease. The amendment to the Exhibit is effective when the City gives Lessee written notice of the amendment.

*Exhibit A* is floor plans of the Premises.

*Exhibit B* is an aerial view of the Premises.

*Exhibit C* is the Airport Rules approved by and amended from time to time by the City's City Council (Airport Rules).

*Exhibit D* is the Sugar Land Regional Airport Minimum Standards approved by and amended from time to time by the City's City Council (Minimum Standards).

*Exhibit E* is the City's insurance requirements applicable to Lessee under this Lease (PU-111F-6 Insurance for Airport Commercial Operator)

*Exhibit F* is the Sugar Land Regional Airport Construction Safety Rules approved by and amended from time to time by the Aviation Director.

## **SECTION 2. LEASED PREMISES**

The City leases to Lessee, and Lessee leases from the City the Premises described in Exhibit A.

## **SECTION 3. TERM**

A. The effective date of this Lease is September 4, 2024.

B. The term of this Lease is for one year from the effective date unless earlier terminated under the provisions of this Lease.

C. **Renewal.** Subject to the Termination provision set forth in this Lease, Lessee shall have the option to renew this Lease for four (4) additional 1-year terms. If Lessee elects to exercise its option to renew this Lease, Lessee must provide written notice of its intent to renew to the City at least 90 days before the expiration of the current year term.

## **SECTION 4. RENTALS AND PAYMENTS**

A. During the term of the Lease, including renewals, the Lessee will pay the City \$4,400.00 each month in rent for the Lease.

B. Lessee will pay the City each monthly rent payment by the first City business day of each month without City notice or billing at the City's Finance Department, P.O. Box 5029, Sugar Land, Texas 77487-5029, or to the department and address that the City specifies in writing from time-to-time.

C. Any monthly rent payment not paid by the 15th day of the month due is delinquent and will include an additional monetary amount, as a penalty, equal to five (5%) percent of the rent due for that month. All rent payments more than 30 days past due accrue simple interest of 18 percent annually on the overdue amount, or the maximum amount allowed by law, whichever is greater.

## **SECTION 5. USE OF PREMISES AND AIRPORT**

A. Lessee may only use the Premises for conducting aviation-related operations that comply with the Minimum Standards. Lessee will operate and manage the Premises in compliance with the Airport Rules. If there is a conflict between this Lease and the applicable Minimum Standards or the Lease and the Airport Rules, this Lease governs. Lessee must also comply with any future amendments to the applicable Minimum Standards and the Airport Rules that are not in conflict with this Lease. Lessee will comply with all Federal and State laws and regulations and City ordinances that apply to the Lessee's use of the Premises. Lessee shall not conduct any aircraft maintenance without the proper license or permit.

B. Lessee may use the Premises solely for the purpose of conducting aviation related operations.

C. Lessee is responsible for the movement of its own aircraft. Lessee must provide all support equipment necessary to service Lessee's aircraft, including, but not limited to, tugs, GPU, tow bars, lav carts, fox carts, and other equipment deemed necessary.

D. Lessee shall be responsible for the oil/water separator and the maintenance of the equipment including pumping out as required.

E. Lessee is granted the non-exclusive use of all portions of the Airport that are open for public use, including taxiways, runways, aprons, navigational aids, and facilities for the purpose of landings, takeoffs, taxiing, and parking aircraft on the same terms and conditions applicable to the public.

F. All aircraft parked on the ramp area are confined to that area and may not be parked beyond the designated line on the pavement.

G. Lessee must comply with all rules and regulations promulgated by the FAA, TSA, Homeland Security, and the City regarding safety. Lessee is solely responsible for providing security to protect the Premises and property located thereon against the negligence or criminal acts of third parties. Lessee will not make a claim or bring any action against the City for any loss, damage, or injury to persons or property arising from any negligent or criminal act committed on the Premises by a third party. The City may, at its cost, construct and maintain any fences, gates, walls, or barriers on the Premises as may be required for compliance with FAA and Homeland Security regulations in a manner designed, in the Aviation Director's judgment, to prevent unauthorized access to the Airport operating area, taxiways, and runways.

## **SECTION 6. IMPROVEMENTS TO PREMISES**

A. Lessee shall not make any structural or permanent modifications or Improvements to the leased Premises without the City's prior written consent.

B. Lessee will comply with all of the City's ordinances applicable to the construction of Improvements, including the requirement to apply for permits, pay permit fees, receive permits, and construct the Improvements in compliance with the City's building codes and ordinances, and Minimum Standards (including Exterior Building and Site Standards (Appendix - Section 3), Exterior Signage and Graphic Standards (Appendix - Section 5), and the Interior Building Standards for Corporate, Business and Executive Hangars (Appendix - Section 4)). Any required plans for Improvements submitted by Lessee to the City for the purpose of receiving construction permits must substantially conform to the general drawings and information for Improvements as approved by the Aviation Director.

C. Lessee must obtain all environmental permits related to the construction or modification of the Improvements and Lessee's use of the Premises.

## **SECTION 7. MAINTENANCE**

A. Lessee must, to the Aviation Director's satisfaction, maintain the Premises, including the gate, in good condition and repair and in a safe, clean, and sanitary condition.

B. Lessee must pay the first \$750.00 of maintenance cost, per repair.

C. If Lessee fails to make required maintenance repairs to the Premises, correct any unsafe or unsanitary condition, or remove any litter or waste as required by this Section, the City will give Lessee written notice of the defect. If Lessee fails to correct the condition within 30 days following the date of the City's written notice, the City may either terminate this Lease or may enter upon the Premises and correct the condition at Lessee's expense. Lessee will pay to City the cost incurred in correcting the condition plus 20 percent in administrative fee within 10 days of receipt of an itemized bill from the City. The City reserves the right to seek any other remedy to which the City is entitled under the applicable law.

D. Any damage to the Premises occurring as a result of Lessee's act or conduct will be repaired by Lessee at Lessee's sole expense, regardless of the cost. If Lessee fails to repair such damages within 30 days following the date of the City's written notice, the City may either terminate this Lease or may enter upon the Premises and repair the damages at Lessee's expense. Lessee will pay to City the cost of repairing such damages plus 20 percent in administrative fee within 10 days of receipt of an itemized bill from the City. The City reserves the right to seek any other remedy to which the City is entitled under the applicable law.

E. The Lessee must maintain the landscape on the leased Premises.

## **SECTION 8. INSURANCE**

Lessee will obtain and maintain during this Lease, at Lessee's expense, insurance for a Commercial Operator - Large Aircraft Operations or Other Specialized Commercial Aviation Services as set forth in PU-11 IF-6, attached as Exhibit E to this Lease.

## **SECTION 9. TAXES, ASSESSMENTS AND FEES**

Lessee will pay all taxes, assessments, and fees, including permit and license fees, assessed or levied upon Lessee, Lessee's property, or leasehold interest by any government entity or political subdivision on or before the date provided by law.

## **SECTION 10. UTILITIES**

A. The City will provide, maintain, and repair the facilities necessary to provide water and wastewater and utility services to the Leased Premises.

B. Electricity and telephone services are available to serve the Premises. Lessee must separately contract with the providers of those utility services and pay all costs charged by the providers for those services.

C. The City may, without charge by Lessee, connect to and make use of water, septic, electric, gas, or telecommunication lines, equipment, or facilities located upon the Premises if the connections and use do not interfere with the Lessee's use of the Premises and do not result in Lessee incurring any additional charges or costs.

## **SECTION 11. DAMAGE TO OR DESTRUCTION OF PREMISES**

A. Damage to the Premises, other than under section 7 of this Lease, does not terminate this Lease. Within 90 days following the date of the damage, the City will commence and diligently pursue to complete the repairs necessary to permit full use and occupancy of the Premises for the purposes permitted by this Lease.

B. If the Premises is so damaged or destroyed so that it may not be used for its intended purpose, as determined by the City, this Lease terminates on the date of the damage or destruction.

## **SECTION 12. ASSIGNING AND SUBLETTING**

A. Assignments. The Lessee may, without the prior consent of the City, assign this Lease to any other party for aviation or aeronautical uses compliant with the Minimum Standards:

- (1) that has a controlling interest in Lessee;
- (2) that is a wholly owned subsidiary of Lessee; or
- (3) in which the Lessee has a controlling interest.

Lessee must provide the City with written notice of the assignment within 30 days of the assignment. All other assignments of this Lease must have the prior written approval and consent of the City Manager before they are effective.

B. Subleases. Lessee may, with the Aviation Director's written approval, enter into any sublease for a portion of the Premises for the purpose of conducting aviation-related operations. The sublease is subject to termination on notice by Lessee. The failure of Lessee to prohibit an unauthorized activity on the Premises by a sub lessee constitutes a breach of this Lease and is grounds for termination under Section 13. Any sublease for all or a portion of the Premises must be approved by the Aviation Director's or designee prior to becoming effective. Any sublease must incorporate the provisions of this Lease.

### **SECTION 13. DEFAULT**

#### **A. Default by Lessee.**

(1) If Lessee defaults in the performance of this Lease, the City will give written notice to Lessee of the default and what must be done to correct the default. The City may terminate this Lease by written notice to Lessee if Lessee:

(a) Fails to correct the default within 30 days of receiving the City's notice of default, or

(b) Where because of the nature of the default Lessee cannot reasonably cure the default within 30 days, Lessee fails to act in good faith and with due diligence to cure the default as soon as practical after the 30-day period.

(2) The Lessee's right to cure a default under this section for failure to pay monthly rent when due applies only to Lessee's first and second failure in any 12 consecutive month period to pay monthly rental payments when due.

(3) Upon termination, all Lessee's rights and those who claim under or through Lessee expire and are of no further force and effect.

#### **B. Default by City.**

(1) If the City defaults in the performance of this Lease, Lessee will give City written notice of the default. Lessee may terminate this Lease by written notice to City if City:

(a) Fails to correct the default within 60 days of receiving the Lessee's notice of default, or

(b) Where because of the nature of the default City cannot reasonably cure the default within 60 days, City fails to act in good faith and with due diligence to cure the default as soon as practical after the 60-day period.

#### **SECTION 14. FAILURE TO USE PREMISES FOR SPECIFIED PURPOSE**

If at any time during this Lease the Lessee or any sub lessee ceases, for 90 consecutive days or more, to use the Premises for conducting aviation-related operations, the City may provide Lessee written notice of default and provide Lessee 30 days to cure. The City may terminate this Lease upon Lessee's failure to cure.

#### **SECTION 15. LESSEE'S TERMINATION**

If during this Lease the City, in the opinion of the F.A.A., fails to maintain the landing areas in a safe condition for aircraft operations, or any ordinance or law becomes effective, the terms of which so restrict the uses to which the Premises may be put that Lessee is unable to continue the use and occupy the Premises substantially in the manner allowed by this Lease, Lessee will give written notice to the City of the condition. Lessee may terminate this Lease by written notice to the City if the City fails or is unable to correct the condition within 90 days of receiving the Lessee's notice.

#### **SECTION 16. DISPOSITION OF IMPROVEMENTS**

Any structural or permanent modifications or Improvements made to the leased Premises will attach to the Premises and belong to the City upon the termination of the Lease.

#### **SECTION 17. EMINENT DOMAIN**

If all of the Premises is condemned by a public entity other than the City, in the lawful exercise of the power of eminent domain, this Lease terminates upon the date possession is taken by the public entity. If only a part is condemned and the taking of that part does not substantially impair the capacity of the remainder to be used for the purposes allowed by this Lease, Lessee continues to be bound by the terms, covenants and conditions of this Lease, except the monthly rental will be reduced in proportion to the relationship of the Premises deemed impaired.

#### **SECTION 18. RIGHT OF ENTRY AND INSPECTION BY THE CITY**

The Aviation Director or the Aviation Director's designee may enter the Premises at any time during normal business hours to conduct inspection of the Premises for compliance with applicable laws, regulations or provisions of this Lease, fire protection, security purposes, or to make repairs, additions, or alterations to the Premises. Lessee may accompany the Aviation Director or the Aviation Director's designee during any inspection of the Premises. The hangar is subject to quarterly inspections by the City.

## **SECTION 19. FEDERAL AVIATION ADMINISTRATION REQUIREMENTS**

If there is any conflict between the provisions in this Section and the other provisions in this Lease, the provisions in this Section take precedence.

A. Lessee for itself, its heirs, personal representatives, successors in interest, and assigns agrees as a covenant running with the land that facilities are constructed, maintained, or otherwise operated on the Premises for a purpose for which a United States Department of Transportation (DOT) program or activity is extended or for another purpose involving the provision of similar services or benefits, Lessee will maintain and operate the facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, DOT, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally- Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as the Regulations may be amended.

B. Lessee for itself, its personal representatives, successors in interest, and assigns, agrees as a covenant running with the land that: (1) no person on the grounds of race, color, or national origin will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of Lessee's facilities; (2) that in the construction of any Improvements on, over, or under such Premises and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination; (3) that Lessee will use the Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, DOT, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally- Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as the Regulations may be amended.

C. That in the event of a breach of any of the above nondiscrimination covenants, the City has the right to terminate this Lease and to re-enter and repossess the leased Premises and hold them as if this Lease had never been made or issued. This provision does not become effective until the procedures of 49 CFR Part 21 are followed and completed, including expiration of appeal rights.

D. Lessee will furnish its accommodations and services on a fair, equal and not unjustly discriminatory basis to all users and will charge fair, reasonable and not unjustly discriminatory prices for each unit or service; PROVIDED, THAT Lessee may be allowed to make reasonable and nondiscriminatory discounts, rebates or other similar type of price reductions to volume purchasers.

E. Non-compliance with Provision "D" above constitutes a material breach of this Lease and in the event of such noncompliance the City has the right to terminate this Lease without liability or at the election of the City or the United States, either or both governmental entities, have the right to judicially enforce these Provisions.

F. Lessee agrees that it will insert the above five provisions in any sublease, contract, or agreement by which Lessee grants a right or privilege to any person, firm, or corporation to render accommodations or services to the public on the leased Premises

G. Lessee assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to ensure that no person will, on the grounds of race, creed, color, national origin, or sex, be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. Lessee assures that no person will be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. Lessee assures that it will require that its covered sub-organizations provide assurances to Lessee that they similarly will undertake affirmative action programs and that they will require the same assurances from their sub-organizations, as required by 14 CFR Part 152, Subpart E.

H. The City reserves the right but is not obligated to Lessee, to maintain and keep in repair the landing area of the Airport and all publicly-owned facilities of the Airport, together with the right to direct and control all activities of Lessee in this regard.

I. This Lease is subordinate to the provisions and requirements of any existing or future agreement between the City and the United States relative to the development, operation, or maintenance of the Airport.

J. The City, its successors, and assigns reserve, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the leased Premises, including the leased Premises. This public right of flight includes the right to cause in the airspace any noise inherent in the operation of any aircraft used for navigation or flight through the airspace or landing at, taking off from or operation on the Airport.

K. Lessee agrees to comply with the notification and review requirements covered in Part 77 of the Federal Aviation Regulations in the event future construction of a building is planned for the leased Premises, or in the event of any planned modification or alteration of any present or future building or structure situated on the leased Premises.

L. Lessee, by accepting this Lease, expressly agrees for itself, its successors, and assigns that it will not erect nor permit the erection of any structure or object, nor permit the growth of any tree on the leased Premises that conflicts with Part 77 of the Federal Aviation Regulations. In the event this covenant is breached, the City reserves the right to enter upon the land leased and to remove the offending structure or object or cut the offending tree at Lessee's expense.

M. Lessee, by accepting this Lease, agrees for itself, its successors and assigns that it will not use the leased Premises in any manner which might interfere with the landing and taking off of aircraft from the Airport or otherwise constitute a hazard. If Lessee breaches this covenant, the City may enter the leased Premises and abate the interference at Lessee's expense.

N. This Lease does not grant or authorize the granting of an exclusive right within the meaning of Section 308a of the Federal Aviation Act of 1958 (49 U.S.C. 1349a).

O. This Lease is subject to whatever right the United States Government now has or in the future may have or acquire, affecting the control, operation, regulation and taking over of said Airport or the exclusive or non-exclusive use of the Airport by the United States during the time of war or national emergency.

## **SECTION 20. HAZARDOUS MATERIALS**

### **A. Definitions.**

(1) *Hazardous Materials Laws* means any Federal, State or local law, ordinance, rule, order, regulation or court decision relating to Hazardous Materials.

(2) *Hazardous Materials* means any substance or other material that:

(a) is defined as a hazardous substance, hazardous material, hazardous waste or toxic substance under any Hazardous Materials Law or is a flammable or explosive material (including gasoline, diesel, aviation fuels, lubricating oils, and solvents), asbestos, radioactive material, nuclear medicine material, drug, vaccine, bacterial, virus, or injurious or potentially injurious matter; or

(b) is controlled or governed by any Hazardous Materials Law.

B. Lessee must not store any aviation fuels or Hazardous Materials on the Premises, except those materials and substances necessary and related to the performance of activities permitted on the Premises, if any. No fuels may be drained in the floor trench drain system. All aviation fuels sumped or removed must be placed in an approved container and stored in an area approved by the Fire Marshal.

C. Hazardous Material Handling, Spills, and Cleanup. Lessee must comply with any Hazardous Materials Law in the storage, distribution, processing, handling or disposal of any Hazardous Materials. If any Hazardous Material spills, leaks, or is discharged on or from the Premises, Lessee must, at Lessee's cost, immediately make all repairs necessary to prevent further spills, leaks or discharges and immediately clean up the spill, remove any contaminated soil and promptly dispose of the spilled Hazardous Material and soil as required by Hazardous Materials Laws. If Lessee fails to immediately clean up the spill or properly dispose of any contaminated soil the City may, upon 24 hours written notice to Lessee, clean up the spill and dispose of any contaminated soil. Lessee must reimburse the City for the cost of such work within 30 days from receipt of a bill from the City. The Lessee must pay, or indemnify the City for the City's payment of any fines or penalties levied by any federal or state agency as a result of Lessee's release or discharge of any Hazardous Materials from the Premises.

D. Termination. Upon termination of this Lease, Lessee must, at Lessee's cost, remove any equipment utilized in connection with any Hazardous Materials and clean up, detoxify, repair and restore the Premises to a condition free of Hazardous Materials, to the extent the Lessee or Lessee's sublessee or their respective agents, contractors, employees, licensee or invitees caused the condition.

E. Default. Lessee is in default of this Lease if Lessee or Lessee's sublessee releases or discharges any Hazardous Materials or violates any Hazardous Materials Law. In addition to or in lieu of the remedies available under the Lease as a result of the default, the City may, without terminating the Lease, require Lessee to suspend its operations and activities on the Premises until the City is satisfied that appropriate remedial work has been or is being adequately performed. The City's election to suspend Lessee's operations is not a waiver of the City's right to later declare a default and pursue other remedies set forth in the Lease.

## **SECTION 21. MISCELLANEOUS PROVISIONS**

A. Holding Over. If Lessee holds over after the term herein granted, the holding over will be deemed a tenancy from month-to-month governed by the provisions of this Lease.

B. Removal of Property. The Lessee shall remove all personal property from the Premises within 10 days after termination of this Lease. Should the Lessee fail to do so, the City may elect to retain possession of the property, sell the property and keep the proceeds, or have the property moved at the expense of the Lessee.

C. Amendments. This Lease sets forth all of the parties' agreements and understandings, and any modification of this Lease must be in writing.

D. Partial Invalidity. If a court of competent jurisdiction holds any provision of this Lease invalid, the remainder of the Lease remains in effect.

E. Time. Time is of the essence of this Lease.

F. Americans with Disabilities Act. Lessee warrants that it complies with the Americans with Disabilities Act (Public Law 101-336) and that it will, in carrying out the requirements of this Lease, comply in all respects with the provisions of the Act and its implementing regulations.

G. Unlawful Use. Lessee and its employees and agents will not use or knowingly allow any other person to use the Premises in violation of any federal, state, county, or local regulation, order, law, or ordinance applicable to the Premises.

H. Notices. All notices required to be given under this Lease must be in writing and be sent by United States mail, private mail or courier service, by facsimile or be delivered in person. All notices must be sent or delivered to the following addresses or as the City or Lessee may hereafter designate by written notice:

To the City:

Director of Aviation  
City of Sugar Land  
12888-B Highway 6 South  
Sugar Land, TX 77498

With a copy to:

City Manager  
City of Sugar Land  
P.O. Box 110  
Sugar Land, TX 77487-0110

To Lessee:

Chief Deputy  
1840 Richmond Parkway  
Richmond, Texas 77469

I. Successors in Interest. Unless otherwise provided in this Lease, this Lease applies to and binds the successors and assigns of Lessee and the City.

J. Signs. The City will provide a monument sign as outlined in the Airport Minimum Standards, Exhibit D, for Lessee use as its company sign. Lessee may not place or permit the placement of any signs, banners, flags, posters, placards, or other advertising or promotional materials on the Premises, the exterior of the Premises, or in the windows of the Premises without having obtained prior written consent by the Aviation Director. Any sign approved by the Aviation Director that is governed by the City's sign regulations must comply with those regulations, including the requirement to obtain a permit.

K. Indemnification and Hold Harmless. To the extent allowed by law, Lessee will indemnify and hold harmless the City from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including, but not limited to, all expenses of litigation, court costs, investigation costs, settlements, judgments, fines, demands, charges, damages, and attorney's fees, for injury to or death of any person, or for damage to any property, arising out of or in connection with Lessee's use of the Premises.

L. Governing Law and Venue. Texas law governs this Lease and any lawsuit on this Lease must be filed in a court that has jurisdiction in Fort Bend County, Texas.

M. Recordation of Lease. Within 10 days of the effective date of this Lease, Lessee must record a copy of this Lease or memorandum thereof in the Real Property Records of Fort Bend County and provide the City with a copy of the recorded Lease or memorandum.

IN WITNESS WHEREOF, the parties have executed this Lease on the dates shown below.

*[Remainder of page intentionally left blank. Signature page to follow.]*

**FORT BEND COUNTY**

By: \_\_\_\_\_  
KP George, County Judge

Date: \_\_\_\_\_

**FORT BEND COUNTY SHERIFF'S OFFICE**

By:   
Eric Fagan, Sheriff

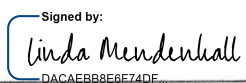
Date: 8/1/2024

**CITY OF SUGAR LAND, TEXAS**

Signed by:  
By:   
36C6889E68EE4E...  
Michael W. Goodrum, City Manager

Date: 1/16/2025 | 4:17 PM CST

**ATTEST:**

Signed by:  
By:   
DACAEBB8E6E74DE  
Ashley Newsome, Deputy City Secretary

Approved as to Form:

