

ORDINANCE NO. 2014-O-043

AUTHORIZING THE CITY MANAGER TO APPROVE A SUBLEASE OF THE LEASED PREMISES APPROVED BY ORDINANCE NO. 94-O-214 DATED NOVEMBER 07, 1994 BETWEEN THE CITY OF LAREDO AS LESSOR AND JETT RACING AND SALES, INC., AS LESSEE, FOR THE PREMISES DESCRIBED AS 80,000 SQ. FT., TRACT 2, TO THE WEBB COUNTY SHERIFF'S OFFICE SUB-LESSEE, SAID LEASE PROVIDES FOR RIGHT TO SUBLEASE SUBJECT TO CITY APPROVAL, WHICH APPROVAL SHALL NOT BE UNREASONABLY WITHHELD.

WHEREAS, the Airport Manager recommends that the City Council approve the proposed sublease between Jett Racing and Sales, Inc., as LESSEE, for the premises described as 80,000 sq. ft., Tract 2, to the Webb County Sheriff's Office SUB-LESSEE located at the Laredo International Airport, as a contract and in furtherance of the development of the Laredo International Airport and as a support to the maintenance and operation of the Laredo International Airport;

WHEREAS, the Airport Advisory Board finds that said sublease is in the best interest of the Airport and recommends that the City Council approve the proposed sublease; and

WHEREAS, the City Council of the City of Laredo having heard the recommendations of the Airport Manager and of the Airport Advisory Board agrees with same.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LAREDO THAT:

Section 1: The City Manager be hereby authorized to approve said sublease between Jett Racing and Sales, Inc., as LESSEE, for the premises described as 80,000 sq. ft., Tract 2, to the Webb County Sheriff's Office SUB-LESSEE at the Laredo International Airport, a copy of which lease is attached hereto as Exhibit A, and incorporated herein as if set out at length for all intents and purposes.

Section 2: This Ordinance shall become effective upon passage hereof.




PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON
THIS THE 7th DAY OF April, 2014.

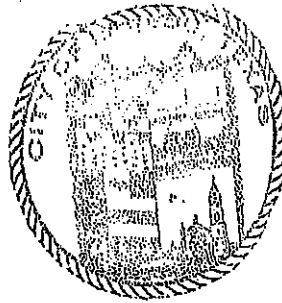


RAUL G. SALINAS
MAYOR


ATTEST:



GUSTAVO GUEVARA, JR.
CITY SECRETARY



APPROVED AS TO FORM:



BY: RAUL CASSO
CITY ATTORNEY

**STATE OF TEXAS§
COUNTY OF WEBB §**

This sublease agreement made and entered into by and between JETT RACING AND SALES, INC (hereinafter called "SUBLESSOR") and WEBB COUNTY SHERIFF'S OFFICE, (hereinafter called "SUBLESSEE"), and

WITNESSETH

WHEREAS, the SUBLESSOR currently leases from the City of Laredo, a municipal corporation, under a lease agreement dated the 16th, day of January 1994 to which reference is hereby made and incorporated herein for all purposes, approximately an 80,000 square foot tract (1.837 acre) more or less located at the Laredo International Airport situated on property described as Tract 2, being part of Property "A" per indenture dated February 21, 1975 and recorded in Volume 478, pages 478-481 of the Webb County Deed Records and incorporated herein, all hereinafter referred to as the leased area, all within the Laredo International Airport.

**ARTICLE I
PREMISES, TERMS, AND PRIVILEGES**

1.01 LEASED AREA:

The SUBLESSOR does hereby sublease approximately 2,400 square feet constituting 1,600 square feet of hangar space and 800 square feet of office space located at the Laredo International Airport, Laredo, Texas, situated on property described as approximately an 80,000 square foot tract (1.837 acre) more or less located at the Laredo International Airport situated on property described as Tract 2, being part of Property "A" per indenture dated February 21, 1975 and recorded in Volume 478, pages 478-481 of the Webb County Deed Records and incorporated herein. The property on which the Hangar is situated is more particularly described and depicted on "Exhibit A" attached hereto and incorporated herein, all hereinafter referred to as the leased area, all within the Laredo International Airport, and SUBLESSEE hereby subleases the said leased area from SUBLESSOR.

1.02 TERM:

This sublease is to be for a term of nineteen (19) months commencing on March 1, 2014, and ending on September 30, 2015. However, it is agreed by the parties that this sublease may be terminated by SUBLESSEE in the event that SUBLESSOR does not obtain approval, from the City of Laredo for this sublease within 30 days from the date of sublease execution. Further, it is agreed by both parties that either SUBLESSOR or SUBLESSEE can with a sixty (60) day written notice may terminate this lease agreement without cause.

The SUBLESSEE shall have the option of extending this sublease agreement for a period of four (4) additional one year periods commencing October 1, 2015 to September 30, 2016 with each subsequent one year term commencing on October 1st and terminating on September 30th of the following year. The terms and conditions of the extension shall remain the same as this sublease agreement. This is subject to the main lease being extended by the City of Laredo.

1.03 RENTAL OBLIGATION:

Subject to the annual review for rent escalation pursuant to Section 1.05 herein, SUBLESSEE agrees to pay SUBLESSOR, a monthly rent of nine hundred dollars (\$900.00).

The basic rent and such additional charges as accrued shall be paid by the first (1st) day of each month period and, except as otherwise provided in this agreement, the obligations and liabilities of the SUBLESSEE shall not be affected by any circumstances or occurrences, including but not limited to:

- (A) Any restriction or prevention of or interference with any use of the subleased property or any part thereof;
- (B) Notice of termination of leasehold, whether by SUBLESSOR or SUBLESSEE.

1.04 DEPOSIT

SUBLESSOR agrees to waive Deposit since SUBLESSEE's purpose is to provide public safety to the citizens of Webb County and the City of Laredo and not for profit.

1.05 RENTAL ESCALATION:

SUBLESSOR and SUBLESSEE will on an annual basis negotiate the rental escalation ninety days (90) before the end of each annual term. Any escalation in rent must be provided by SUBLESSOR in writing and approved by SUBLESSEE. This means that commencing October 1st, 2014 and annually thereafter, the rent may be adjusted according to the terms and conditions under section 1.05 (Rental Escalation).

1.06 UTILITIES:

SUBLESSEE shall provide and pay or cause to be paid all charges for all services used on subleased premises throughout the term of this agreement for the exception of water and electricity services which are the sole responsibility of SUBLESSOR, including any connection fees associated with these services.

1.07 TAXES:

SUBLESSOR agrees to pay any and all property taxes on the subleased property. SUBLESSEE is part of Webb County and is tax exempt.

1.08 SUBLEASE:

The SUBLESSOR'S interest in the premises is as LESSEE under an underlying lease made by the City of Laredo, a municipal corporation, as Lessor, and Jett Racing and Sales, Inc., dated the dated the 16th day of January 1994, which is attached hereto. This sublease is expressly made subject to all the terms and conditions of said underlying lease, and the SUBLESSEE agrees to use the premises in accordance with the terms of said lease exception being the operation of law enforcement helicopter for public safety purposes for Webb County. If the lease between the City of Laredo and Jett Racing and Sales, Inc. shall terminate, this sublease shall terminate simultaneously.

1.09 USE AND USE CONFLICT:

The SUBLESSOR hereby leases to the SUBLESSEE and the SUBLESSEE hereby leases from the SUBLESSOR, the described property to be used by the SUBLESSEE for public use, specifically for operation of a helicopter for law enforcement purposes, County government aircraft.

1.10 SUBLESSOR'S WARRANTY OF QUIET ENJOYMENT:

The SUBLESSOR covenants that as long as SUBLESSEE is not in default of any provision of this Agreement, SUBLESSEE shall and may peaceably and quietly have, hold and enjoy the leased premises exclusively to it during the terms hereof unless sooner terminated as provided in this Agreement.

**ARTICLE II
INDEMNITY, REPAIRS, ALTERATIONS AND INSURANCE**

2.01 INDEMNITY AND NONCLAIM:

SUBLESSEE hereby declares itself fully familiar with the physical condition of the subleased premises and the improvements, fixtures and equipment subleased herein, and declares that said premises were in good condition when possession of same was accepted and that there were no patent defects in the facilities as those facilities are deemed vital to the use of the premises for their intended commercial purpose.

SUBLESSEE agrees to indemnify, save and hold harmless SUBLESSOR from all cost, loss, damage, liability, expense, penalty and fine whatsoever that may arise from or be claimed against SUBLESSOR by any person or persons for any injury to person or property or damage of whatever kind or character pursuant to or arising from the use or occupancy by SUBLESSEE of the premises, or consequent to or arising from any neglect or fault of SUBLESSEE or the agents, invitees, contractors, guests and employees of SUBLESSEE in the use and occupancy of the premises, or consequent to or arising from any breach by SUBLESSEE of SUBLESSEE's obligations under this Lease Agreement or arising from any failure by SUBLESSEE to comply and conform with all laws, statutes, ordinances, and regulations of any governmental body or agency, now or hereafter in force. Notwithstanding anything in the foregoing to the contrary, SUBLESSEE shall not be liable for any damage resulting from the intentional acts or negligence of the SUBLESSOR.

To the extent that no conduct of SUBLESSOR contributes in any way to the loss, damage, injury, or controversies, SUBLESSEE agrees for itself, its agents, servants, employees, invitees, successors and assigns that it will not bring suit against the SUBLESSOR or assign any cause of action resulting from accident, fire, noise, or disturbance from the operation, maintenance, accident, crash, or crash landing of any airplane in the Laredo International Airport area or in the vicinity of the Laredo International Airport, or during any operation of aircraft over the premises, except any such cause of action arising out of the negligence or willful act of SUBLESSOR, its employees, agents or representatives.

SUBLESSEE also holds SUBLESSOR blameless for any damage to or destruction of SUBLESSEE'S property located on subleased premises, including that caused by natural occurrence, or any other cause whatsoever, unless caused by SUBLESSOR'S employees, agents, or representatives, while said employees, agents or representatives are acting in the course or scope of their duties for the SUBLESSOR.

2.02 SUBLESSOR'S DUTY TO REPAIR:

The SUBLESSOR shall maintain in repair and in good and safe condition the leased premises including the roof and grounds. Normal maintenance and cleaning of the subleased premises shall be accomplished at SUBLESSEE's expense. Upon termination of the Lease, SUBLESSEE shall yield up the premises to the SUBLESSOR in as good a condition as presently exists, less by fire and other casualty and ordinary wear accepted

SUBLESSEE shall not be responsible for any modifications to the demised premises to comply with the Americans with Disabilities Act.

Damage or injury to the premises, fixtures, appurtenance whether requiring structural or non-structural repairs, caused by or resulting from carelessness, omission, neglect or improper conduct of SUBLESSEE, its servants, employees, or licensees, shall be repaired promptly by SUBLESSEE at SUBLESSEE'S sole cost and expense to return such affected fixture or appurtenance to a condition materially similar its state prior to the damage or injury.

2.03 ALTERATIONS:

SUBLESSEE is granted the right to make alterations to the subleased area other than structural alterations or repairs at SUBLESSEE'S sole cost and expense subject to the following terms and conditions.

(A) SUBLESSEE must first obtain the written consent of SUBLESSOR. SUBLESSOR reserves the right to reject any proposed extension, repair or alteration, any particular contractor or each and every subcontractor, or the complete project.

(B) Ultimate title to an alteration properly consented to by SUBLESSOR will rest with SUBLESSOR immediately upon completion and will remain in SUBLESSOR'S possession at termination of SUBLESSEE'S Tenancy.

(C) Trade fixtures, movable furniture, and other service equipment of SUBLESSEE peculiar to SUBLESSEE'S business are not to be included in alterations, and must be removed by SUBLESSEE, upon termination of sublease, provided SUBLESSEE is not in default of sublease obligations.

SUBLESSOR reserves the right to demand that SUBLESSEE restore the premises to reasonably the same condition and state as the premises were found prior to making such alterations, in a manner acceptable to SUBLESSOR, and to demand that SUBLESSEE pay all costs of such restoration upon termination of sublease. Such demand shall be provided to SUBLESSEE in writing at the time of the original approval by SUBLESSOR of any proposed alteration.

SUBLESSEE further agrees that any damages as may be caused by the installation or removal of trade fixtures, discussed in condition (c), will bind SUBLESSEE to repair said damage expeditiously at SUBLESSEE'S sole expense upon written notice by SUBLESSOR.

SUBLESSOR maintains and reserves the right to make alterations and remodeling changes, provided said work does not unduly or unreasonably interfere with SUBLESSEE'S day-to-day operations and business.

2.04 INSURANCE:

(A) Contents: Insurance on the contents of the subleased area is the sole responsibility of the SUBLESSEE.

(B) Public Liability Insurance: SUBLESSEE agrees to indemnify and hold SUBLESSOR harmless from any and all claims, damages, cause of action, cost and expense, including attorney's fees resulting from or related to SUBLESSEE'S use and occupancy of the subleased premises, except any such claims, damages, causes of action, costs and expenses arising out of the negligence or willful act of SUBLESSOR, its employees, agents, or representatives from and against which SUBLESSOR shall indemnify and hold SUBLESSEE harmless. In this connection, SUBLESSEE shall carry and maintain Public Liability Insurance in the minimum amounts of Five Hundred Thousand Dollars

(\$500,000.00) per incident, in which SUB-LESSOR shall be named as additional insured.

Such policies shall provide that same shall not be cancelled without thirty (30) days prior written notice to SUBLESSOR, and SUBLESSOR shall be furnished, within thirty (30) days from the effective date of this sublease, with a copy of such proof of insurance. However, SUBLESSEE shall maintain Public Liability Insurance at all times throughout the term of this sublease. SUBLESSOR reserves the right to make its acceptance of an insurance company a condition of this sublease such that disapproval or revocation of approval thereof shall authorize SUBLESSOR to terminate the sublease.

ARTICLE III DEFAULT, HOLDING OVER AND ABANDONMENT

3.01 SUBLESSEE'S DEFAULT:

It is covenanted and agreed to by both parties that in the event that:

(A) SUBLESSEE shall fail to timely pay the full amount of rent and fees provided for herein; or

(B) SUBLESSEE defaults in the performance of any of the covenants, conditions, or agreements provided for herein to be kept and performed by SUBLESSEE, including, but not limited to, the provisions for carrying Public Liability Insurance; or

(C) SUBLESSEE permits the leased premises to be used for any unauthorized or unlawful business or purpose; or

(D) SUBLESSEE assigns or subleases or otherwise transfers this lease; or

(E) SUBLESSEE files a voluntary petition of bankruptcy to make a general assignment for the benefit of creditors; or

(F) SUBLESSEE abandons the premises or leaves the premises vacant or unoccupied for thirty (30) consecutive days;

Then, and in any event, the SUBLESSOR may, at its option and without waiving any other rights that SUBLESSOR has under this contract, at any time after such default, give notice of this specific default or failure of performance and demand immediate correction of such default or failure of performance by the SUBLESSEE. In the event that SUBLESSEE fails to remedy the default or to correct the failure of performance within thirty (30) days after service of such written notice, the SUBLESSOR shall have the right to:

(1) Terminate the sublease and re-enter the leased premises and remove all persons and any and all personal property therefrom and SUBLESSEE hereby agrees to surrender the premises to SUBLESSOR, without waiving SUBLESSOR'S right to past and future rents

due hereunder. In such event, SUBLESSOR may re-let the premises to other prospective SUBLESSEE'S for the remainder of the term of this sublease, and SUBLESSEE shall be liable for any loss to SUBLESSOR incurred in such re-letting for the terms of this sublease, including but not limited to, rent, attorney's fees, if any.

3.02 ATTORNEY'S FEES:

In case SUBLESSEE defaults in the performance of any of the terms, covenants, agreements or conditions contained in this sublease and SUBLESSOR places the enforcement of the terms of this sublease, or any part thereof, or the collection of any rent due, or to become due hereunder, or recovery or possession of subleased premises, in the hands of an attorney, or files suit upon same, SUBLESSEE agrees to pay SUBLESSOR reasonable attorney's fees and payment of same shall be secured in a like manner as herein provided as to lien for rent due.

3.03 HOLDING OVER:

Staying over past the term of this sublease will constitute the SUBLESSEE, upon acceptance of rental payment by SUBLESSOR, a month-to-month tenant, payments will remain at current rate until new sublease is executed and or sublease is terminated by SUBLESSOR in accordance with terms and agreements of sublease agreed to herein.

3.04 ABANDONMENT:

If the leased area is abandoned or vacated by SUBLESSEE, for a period exceeding thirty (30) calendar days, SUBLESSOR shall advertise and re-let the premises for the remainder of the term of this lease. Notwithstanding any other provision herein, if rent received including charges, does not equal rent and charges agreed to herein by SUBLESSEE, SUBLESSEE shall remain liable and herein agrees to pay and satisfy all deficiencies and all reasonable expenses incurred in reletting and repair of any damages.

3.05 SUBLESSOR'S REPRESENTATION AND WAIVER:

Any representations by SUBLESSOR regarding SUBLESSEE'S leasehold interest are embodied in this writing.

The waiver by SUBLESSOR to SUBLESSEE of performance of any provision of this agreement shall not amount to a future waiver of strict performance of such provision or any other provision of this agreement. Any waiver of this lease agreement shall be in writing and approved by the LESSOR.

3.06 ANTI-DISCRIMINATION CLAUSES MANDATED BY FEDERAL GOVERNMENT:

(A) TITLE VI OF THE CIVIL RIGHTS ACT OF 1964: The SUBLESSEE for itself, its agents, servants, employees, successors and assigns, as a part of the consideration hereof, does hereby covenant and agrees to a covenant running with land that:

1. No person on the grounds of race, color or national origin shall be excluded from participating in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

2. That in the construction of any improvements on, over, or under such land 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 subjected to discrimination.

3. That the SUBLESSEE shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

4. That in the event of breach of any of the preceding nondiscrimination covenants, SUBLESSOR shall have the right to take such action, anything to the contrary herein notwithstanding as the United States may direct to enforce this nondiscrimination covenant.

(B) That the SUBLESSEE shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation and as said Regulations may be amended.

(C) That in the event of breach of any of the preceding nondiscrimination covenants, the SUBLESSOR shall have the right to terminate the license, lease, permit, etc., and hold the same as if said sublease had never been made and issued.

**ARTICLE IV
MISCELLANEOUS**

4.01 NON-EXCLUSIVE USE:

It is understood that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right unless specifically identified herein.

4.02 TRAILERS, ABANDONED VEHICLES EXPRESSLY PROHIBITED:

Towed vehicles, or motor vehicles not currently licensed and actively used are not to be permitted onto the premises or any common parking area within the Laredo International Airport. Under this provision, vehicles, RV trailers, travel homes, and mobile homes, wrecked or abandoned vehicles, must be removed at SUBLESSEE'S expense, and failure to do so will constitute a breach of this sublease.

4.03 CAPTIONS:

Articles and headings are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of any provision hereof, nor are they meant to bind the SUBLESSOR or SUBLESSEE to the meaning of such heading.

4.04 CONSTRUED PURSUANT TO TEXAS LAW:

This agreement shall be construed under and in accordance with the laws of the State of Texas, and performed in Webb County, Texas.

4.05 RE-ENTRY:

No re-entry, repossession, operations, or reletting of the premises or of fixtures and equipment shall be construed as an election by SUBLESSOR to terminate this sublease unless a written notice of such intention to terminate is given by SUBLESSOR to SUBLESSEE and notwithstanding any such operation or reletting without terminating this lease, SUBLESSOR may, at any time thereafter, elect to terminate this sublease.

4.06 NON-EXCLUSIVE USE OF PARKING AREA:

SUBLESSEE, its employees, agents, clients, and guests shall have reasonable use of designated parking areas immediately adjacent to the leased premises and within the Laredo International Airport, subject to the rights of SUBLESSOR to change such designation and to impose reasonable rules and regulations for such areas.

4.07 BINDING AGREEMENT:

Subject to the provisions herein, all agreements, terms, obligations, covenants, and conditions of this sublease shall be binding upon and inure to the benefit of the parties hereto and their respective employees, agents, servants, legal representatives, successors, and assigns unless otherwise prohibited or otherwise noted in this instrument.

4.08 NOTICES:

Any notices which are required hereunder, or which either SUBLESSOR or SUBLESSEE may desire to serve upon the other shall be in writing and shall be deemed served when deposited in the United States mail, postage prepaid, return receipt requested, addressed to SUBLESSEE as follows:

Webb County Sheriff's Office
902 Victoria Street
Laredo, Texas 78040
Attn: Jose Angel Lopez III, Finance Director

and to SUBLESSOR:

Jett Racing and Sales, Inc.
1301 Lincoln - Suite #5
Laredo, Texas 78040
Attn: Mr. Wolf Hofman

4.09 COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS:

Further, SUBLESSEE, will keep and maintain the subleased area in a clean and healthful condition and comply with the laws, ordinances, orders, rules and regulations (State, Federal, Municipal and other agencies or bodies having any jurisdiction hereof) with reference to use, conditions, or occupancy of the subleased area.

4.10 OUTSIDE STORAGE PROHIBITED:

Storage of vehicles, equipment, supplies, or any other items outside of the leased building(s) is prohibited, unless the storage area is fenced and approved by the SUBLESSOR which approval shall not be unduly withheld providing items are within compliance with lease restrictions.

4.11 FIRE CLAUSE:

Should the subleased area be destroyed by fire or casualty to the extent that it is no longer reasonably appropriate for SUBLESSEE'S use and occupancy of said premises, SUBLESSEE shall have the option of canceling this sublease upon written notice to SUBLESSOR within thirty (30) days of the date the premises are rendered untenable or restoring said subleased area in a reasonable, sufficient, and timely manner at SUBLESSEE sole cost and expense, in which case this sublease shall continue in accordance with all of its terms and conditions. Failure of SUBLESSEE to give notice of cancellation within said thirty (30) day period shall mean that the SUBLESSEE exercises its option to continue the sublease in force and effect. Rental during the period that the premises are being restored hereunder shall be abated.

4.12 AREA SURROUNDING BUILDING:

In addition to SUBLESSEE'S obligations to maintain the building herein subleased, SUBLESSEE agrees to maintain in a safe, clean, well-kept and orderly condition the immediate area surrounding said building, to include the right-of-way areas. It is agreed in this connection that the SUBLESSEE shall keep said area free from litter or other unsightly trash, or refuse.

4.13 GARBAGE STORAGE AND DISPOSAL:

SUBLESSEE agrees to store all accumulated garbage in a neat and clean manner, as an essential element of its responsibilities for neatness of the premises. SUBLESSEE herein also agrees that garbage carrying and disposal is its sole responsibility, and agrees to comply with all rules and ordinances of the City and State regarding its storage and disposal.

4.14 SUBORDINATION OF LEASE:

This sublease shall be subordinated to the provisions of any existing or future agreement between LESSOR and the United States, relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal Funds for the development of the Airport.

It is expressly understood and agreed that this sublease is subject to and subordinate to and controlled by provisions, stipulations, covenants and agreements contained in those certain contracts, agreements, resolutions and actions of the City of Laredo, Texas, constituting agreements between the City and United States of America and its agents including but not limited, to the Federal Aviation Administration (FAA) and all regulations now and hereafter imposed upon the City and that the LESSOR shall not be liable to SUBLESSEE on account of any of the foregoing matters and all of such contracts, agreements, resolutions and regulations are incorporated herein by reference, and if any provision of this lease is determined to be a variance with same, such provision is unilaterally reformable at LESSOR'S option.

The parties agree that as of the date of execution of this contract there exists no provisions, stipulations, covenants, or agreements which would prohibit SUBLESSEE from using the subleased premises for the purpose set forth in Paragraph 1.08, entitled "Use and Use Conflict" in this agreement.

4.15 NATIONAL EMERGENCY:

During the time of war and national emergency, SUBLESSOR shall have the right to sublease the landing area or any part thereof to the United States Government or military or naval use, and, if such sublease is executed, the provisions of this instrument insofar as they are inconsistent with the provisions of such sublease to the Government, shall be suspended.

4.16 AIRPORT HAZARD:

The SUBLESSEE and its agents, servants, employees, 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. This includes such items as electrical or electronic equipment, creation of smoke or dust or glaring or misleading lights.

4.17 NOTICE OF PROPOSED CONSTRUCTION OR ALTERATION:

The SUBLESSEE and its successors and assigns will complete an FAA Form 7460-1, "Notice of Proposed Construction or Alteration", and receive a favorable determination from FAA prior to any construction on the property.

4.18 AERIAL APPROACHES:

SUBLESSOR reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction, together with the right to prevent SUBLESSEE from erecting, or permitting to be erected, any building or other structure on or adjacent to the Airport which, in the opinion of the SUBLESSOR, would limit the usefulness of the Airport or constitute a hazard to aircraft.

4.19 SUBSTANTIAL IMPROVEMENTS OR DEMOLITION BY LESSOR:

If LESSOR contemplates making substantial improvements or demolishing the demised premises, SUBLESSOR retains the right to exercise its sole discretion in this regard. If LESSOR makes substantial improvements to the demised premises, SUBLESSEE has the option to terminate the lease agreement by giving the required notice or continuing with the sublease agreement provided that the rent obligation shall be amended to what the fair market appraised rental is determined to be by LESSOR'S appraiser after improvements to the demised premises are partially or fully complete. Building is subleased as is, and there is no expressed or implied warranty on the condition or suitability of the building.

If LESSOR demolishes the building, this contract will be void and no further obligation will exist between SUBLESSEE and SUBLESSOR.

4.20 TIME OF ESSENCE:

Time is of the essence in this agreement.

4.21 PREMISES LEASED "AS IS":

Premises are subleased AS IS, and there is no expressed or implied warranty on the condition or suitability of the building.

4.22 PROVISIONS:

Any provision in this sublease which proves to be invalid, void, or illegal shall in no way affect, impair or invalidate any other provision hereof and the remainder of this sublease shall remain in full force and effect.

4.23 SIGN:

SUBLESSEE shall be allowed to place a business sign on the SUBLESSOR's premises subject to approval of the SUBLESSOR which approval shall not be unreasonably withheld and provided same is consistent with all government laws, rules and ordinances and does not interfere with the signage of any co-tenants.

4.24 EMINENT DOMAIN:

If the entire premises shall be taken by eminent domain, this Sublease Agreement shall terminate on the date when title vests pursuant to such taking. The rent shall be apportioned as of the termination date, and any rent paid for any period beyond that date shall be repaid to SUBLESSEE. SUBLESSEE shall not be entitled to any part of the award for such taking or any payment in lieu thereof, but SUBLESSEE may file a claim for any taking of fixtures and improvements owned by SUBLESSEE and for moving expenses.

If less than the entire premises shall be taken by eminent domain, and such taking unreasonably interferes with SUBLESSEE's use and occupation of the premises, SUBLESSEE may, no later than the thirtieth (30th) day following notice to SUBLESSEE of any such taking, give notice of its election to terminate this Sublease Agreement. In the event SUBLESSEE elects to terminate this Sublease Agreement, SUBLESSEE shall surrender possession of the premises within a reasonable time thereafter and the rent shall be apportioned as of the date of surrender. Any rent previously paid by SUBLESSEE for any period beyond such date shall be repaid to SUBLESSEE.

4.25 AIRPORT SECURITY

SUBLESSEE covenants and agrees that it will at all times maintain the integrity of the Airport Security Plan and TSR Part 1542, as amended from time to time.

SUBLESSEE shall provide for the security of the air operations to prevent ground entry to movement of unauthorized persons from or through the leased premises in accordance with any regulations imposed upon SUBLESSOR by the Transportation Security Administration. SUBLESSEE will indemnify and hold harmless SUBLESSOR, its officers and employees, from any charges, fines, or penalties that may be levied by any agency of the United States or the State of Texas by reason of SUBLESSEE'S failure to comply with this requirement.

SUBLESSEE shall, at its own expense, provide reasonable security for the buildings and other improvements now existing or hereafter erected or installed on the subleased premises

subject to the approval of the Airport Director. SUBLESSEE shall be entitled to the same degree of SUBLESSOR, provided security as is available to all other tenants of the Airport.

4.26 NO FAULT EARLY TERMINATION

The parties herein contemplate, consider and agree that should the US Customs and Border Protection and or the Coast Guard, for whatever reason terminate operations or the maintenance contract affecting the area being serviced by the activities on the premises the subject of this lease then in that event this lease shall terminate as of effective date of that terminating event.

4.27 AGREEMENT:


This Agreement consists of Article I through IV and Exhibit A. It constitutes the entire Agreement of the parties on the subject matter hereof and may not be changed, modified, discharged, or extended except by written instrument duly executed by the SUBLESSOR and SUBLESSEE. SUBLESSEE agrees that no representations or grant of rights or privileges shall be binding upon the SUBLESSOR unless expressed in writing in this Agreement.

Executed on this _____ day of _____, 2014.



SUBLESSOR: JETT SALES & RACING, INC.

4/17/14
DATE

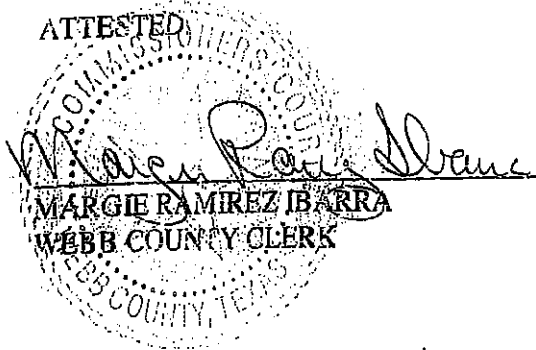


SUBLESSEE: WEBB CO. SHERIFF'S OFFICE

4-17-14
DATE

WEBB COUNTY, TEXAS

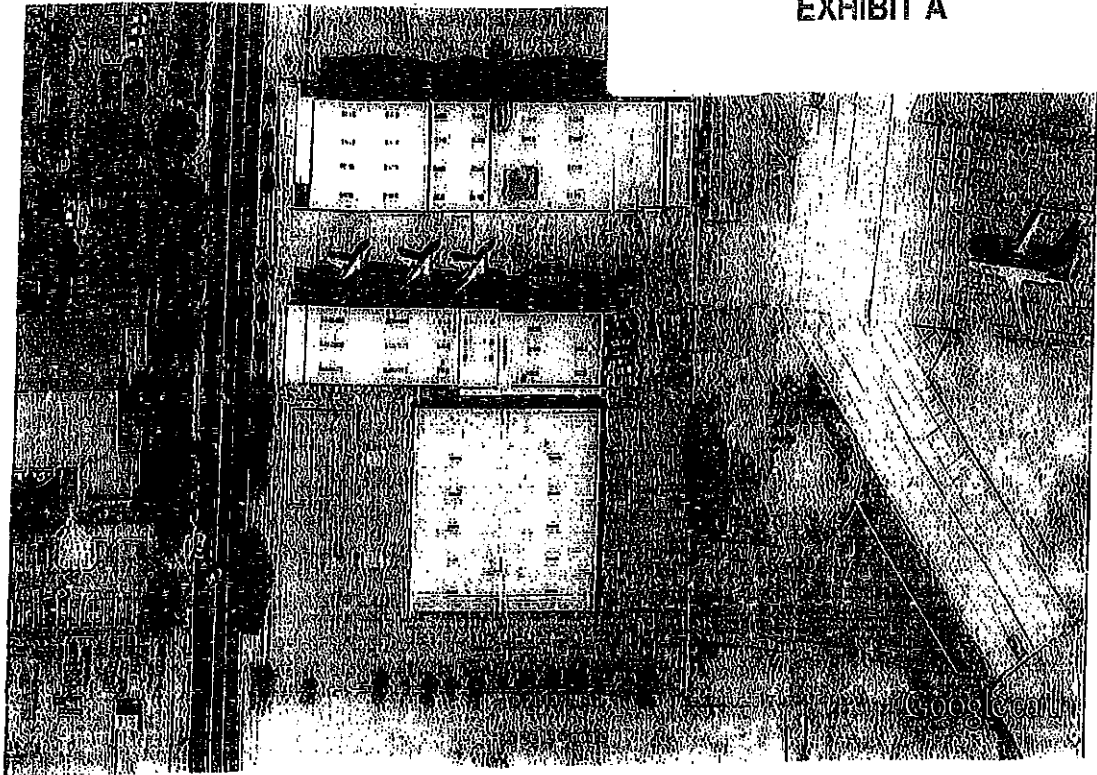
By: *Danny Valdez*
DANNY VALDEZ
WEBB COUNTY JUDGE

ATTESTED
The seal of Webb County, Texas, is circular with the text "COMMISSIONERS" at the top and "WEBB COUNTY, TEXAS" at the bottom. In the center, there is a signature of Margie Ramirez Ibarra.
Margie Ramirez Ibarra
MARGIE RAMIREZ IBARRA
WEBB COUNTY CLERK

APPROVED AS TO FORM:
MM
MARCO MONTEMAYOR
WEBB COUNTY ATTORNEY*

*By law, the County Attorney's office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval of their own respective attorney(s).

EXHIBIT A



Google earth

