

STATE OF TEXAS)

COUNTY OF TARRANT)

REAL ESTATE LEASE OPTION CONTRACT

This **Option Contract** is made on the 13th day of December 2016, at Grand Prairie, Texas between Timeless Hangars, Inc., acting through its duly authorized president, Larry Tippit, and the City of Grand Prairie, as **Optionor**.

WHEREAS, the City is the owner of real property in Tarrant County, Texas, as part of the Grand Prairie Municipal Airport at 3116 South Great Southwest Parkway, further described in Exhibit "A", attached hereto and incorporated herein; and

WHEREAS, **Optionee** desires to acquire the first right and option to enter into a long term lease whereby **Optionee** can build improvements such as aircraft hangars, without at this time, becoming obligated to lease in the future the property at a determined price and under specified terms and conditions:

NOW, THEREFORE for and in consideration of the considerations expressed herein, it is agreed as follows:

1. For the consideration expressed in Paragraph 3, **Optionor** hereby grants to **Optionee** the first right and option to lease the property described in Exhibit "A", at the price and under the terms expressed herein consisting of nine thousand three hundred eleven square feet of unimproved land designated as Location 23 South B at the Grand Prairie Municipal Airport.
2. The **Option Contract** to lease the property shall remain in effect for a period of one year, beginning January 1, 2017, and ending December 31, 2017. **Optionee** may renew this **Option Contract** for two additional one-year terms at rates to be determined at the time of the renewal.
3. This **Option Contract** is granted in consideration of the payment of \$0.0675 per square foot per year during the term of the lease option, the receipt of the first of month's rent which is hereby acknowledged. Option payments for the optioned area will be \$467.37 annually or \$38.95 monthly. If payment is not received by the 10th day of each month, notice of termination will be sent.
4. If this **Option Contract** is exercised prior to December 31, 2017, in accordance with the terms hereby, then the consideration paid to **Optionor** by **Optionee** shall be applied to the lease price.
5. If this option or any extension thereof is not exercised, all sums paid and services rendered to **Optionor** shall be retained by **Optionor** in consideration of the granting of this **Option Contract**.

6. The parties understand and acknowledge that this is not a lease contract, and the **Optionee** shall not be in possession of the property during the time of the **Option**. **Optionor** may make full use of the property during such time.
7. The **Option Contract** may be exercised by **Optionee** by execution and tender to **Optionor** a real estate contract for the lease of the property described in Exhibit "A", with appropriate provisions made for any improvements and at the rates then in effect for comparable unimproved land and at terms to be negotiated.
8. If **Optionee** chooses not to or fails to exercise the **Option Contract** in accordance with the terms of this **Option Contract** within the time period established, the option to lease granted by this contract, and the rights thereunder, shall automatically and immediately terminate without further notice to **Optionee**.
9. This **Option Contract** may not be assigned by **Optionee** without the prior written consent of the City of Grand Prairie, through appropriate authorized officers(s). The **Option Contract** will not be assigned without the Assignee agreeing to assume all obligations of this contract, and an assignment will not relieve **Optionee** of its obligations.
10. Any notice, tender, or delivery to be given hereunder by any party, unless otherwise provided hereby, shall be transmitted by mail, to the following persons or addresses. Written notice must be given if the person to whom notice must be given, or the address of such person, changes:

If to **Optionor**:

Randy J. Byers, C.M.
Airport Director
Grand Prairie Municipal Airport
3116 S. Great Southwest Parkway
Grand Prairie, TX 75052

If to **Optionee**:

Larry Tippit
Timeless Hangars, Inc.
2314 Shadydale Drive
Arlington, TX 76012

11. This is the entire agreement (with Exhibit "A" attached) between the parties concerning the **Option Contract**. Any oral representations or modifications subsequent modification in writing, supported by consideration, and signed by the parties with the same formality as this document.

12. In the event of any controversy, claim or dispute between the parties hereto, arising out of this agreement, or any breach thereof, neither party shall be responsible to the other for any legal fees, and each party shall be responsible for paying their own attorney fees, if any.
13. This **Option Contract** shall bind and inure to the benefit of all of the respective heirs, personal representatives, successors, and assigns of the parties hereto.

Signed and effective this the 16 day of November, 2016.

OPTIONOR

By: _____
City Manager

City Attorney

ATTEST:

City Secretary

STATE OF TEXAS §
COUNTY OF DALLAS §

OPTIONEE

By: Larry Tippit Larry Tippit
Larry Tippit, President
Timeless Hangars, Inc.

Before Me, a Notary Public, on this day personally appeared _____,
City Manager, known by me to be the person and whose name is subscribed to the foregoing instrument and acknowledges to me that the same was the act of the said City of Grand Prairie, and that he has executed the same as was the same act of said City of Grand Prairie, Texas.

Given under my hand and seal of office this 16th day of November, A.D. 201 6.

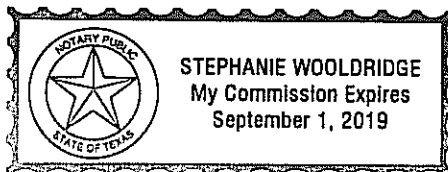
Notary Public, State of Texas
My Commission Expires: _____

STATE OF TEXAS §
COUNTY OF DALLAS §

Before Me, a Notary Public, on this day personally appeared **Larry Tippit**, known by me to be the person and whose name is subscribed to the foregoing instrument.

Given under my hand and seal of office this 16th day of November, A.D. 201 6.

Stephanie Wooldridge
Notary Public, State of Texas
My Commission Expires: 09/01/2019





A DYNAMIC PERSPECTIVE

140 East Tyler Street, Suite 600
Longview, TX 75601
903.236.7700

METES AND BOUNDS DESCRIPTION
0.159 ACRES (6924 sq. ft.)
GRAND PRAIRIE MUNICIPAL AIRPORT
Wm. J. WHITING SURVEY, A-1614
TARRANT COUNTY, TEXAS

Being 0.159 acres (6924 square feet) of land, situated in the Wm. J. Whiting Survey, A-1614, Tarrant County, Texas, and being a portion of an 81.249 acre tract which was conveyed to the City of Grand Prairie by an instrument recorded in Volume 4122, Page 602, Tarrant County Deed Records, said 0.159 acres (6924 square feet) of land being more particularly described by metes and bounds as follows;

COMMENCING FOR REFERENCE at a ½" iron rod with a plastic cap found at the northwest corner of a 0.214 acre (9311 square foot) tract, City of Grand Prairie control monument GPS 37 bears N 06° 28' 43" E, 1421.64 feet;

THENCE S 00° 23' 42" E, a distance of 25.00 feet to a ½" iron rod with a plastic cap stamped "KSA ENG" set for corner and the **PLACE OF BEGINNING** of the herein described tract;

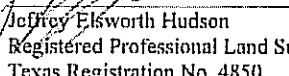
THENCE S 00° 23' 42" E, a distance of 72.50 feet to a ½" iron rod with a plastic cap found at the southwest corner of said other 0.214 acre tract;

THENCE S 89° 36' 18" W, a distance of 95.50 feet to a ½" iron rod with a plastic cap stamped "KSA ENG" set for corner, a nail found at the south end of the runway bears, S 72° 03' 11" W, 612.88 feet;

THENCE N 00° 23' 42" W, a distance of 72.50 feet to a ½" iron rod with a plastic cap stamped "KSA ENG" set for corner;

THENCE N 89° 36' 18" E, a distance of 95.50 feet to the **PLACE OF BEGINNING** and containing 0.159 acres (6924 square feet) of land, more or less.

The bearings recited herein are GRID based on the Texas State Plane Coordinate System (NAD83) North Central Zone. This description and corresponding plat were prepared from a survey made on the ground under my supervision.


Jeffrey Elsworth Hudson Date
Registered Professional Land Surveyor
Texas Registration No. 4850

