

**HABERSHAM COUNTY BOARD OF COMMISSIONERS**

**EXECUTIVE SUMMARY**

**SUBJECT:** Transfer and Assignment of Hangar H-1 Lease

**DATE:** 12/19/23

- RECOMMENDATION**
- POLICY DISCUSSION**
- STATUS REPORT**
- OTHER**

**BUDGET INFORMATION:**  
ANNUAL-  
CAPITAL-

**COMMISSION ACTION REQUESTED ON:** January 16, 2023

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**PURPOSE:** To seek approval from the Board of Commissioners for County Manager Alicia Vaughn to authorize the transfer of Hangar H-1's lease from Keith Campbell to Michelle Curcio on behalf of the Board.

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**BACKGROUND / HISTORY:** The lease for hangar H-1 that was originally entered into by Mr. Keith Campbell on October 15, 2007, states in Article XI, section "a": "Lessee shall have the right with prior written consent of Lessor (County) to assign this lease, and any interest therein, provided each assignee assumes in writing all Lessee's obligations under this lease." Keith Campbell now wishes to transfer the lease along with his rights and responsibilities to hangar H-1 to Michelle Curcio and both parties have signed and provided the Transfer and Assignment needed to do so. The approval of the Airport Commission and signature of the County Manager are necessary to carry out this transfer. The Airport Commission approved this transfer at their December 14, 2023 meeting. Approval is being sought from the Board of Commissioners to allow for County Manger Alicia Vaughn to authorize this transfer on behalf of the Board.

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**FACTS AND ISSUES:**

- 1) The lease for hangar H-1 was originally entered into by Mr. Keith Campbell on October 15, 2007, and it gives the right with prior written consent of the Lessor (County) for the Lessee to assign the lease, and any obligations therein, provided each assignee assumes in writing all the Lessee's obligations under the lease.
  - 2) The current request is that this lease be further transferred from Keith Campbell to Michelle Curcio, including all rights and responsibilities contained within the lease agreement originally executed to the benefit of Keith Campbell on October 15, 2007.
  - 3) The approval of the Airport Commission and signature of the County Manager are necessary to execute this Transfer and Assignment.
  - 4) The Airport Commission has already approved the transfer at their December 14, 2023 meeting.
  - 5) Approval is being sought from the Board of Commissioners to allow for County Manager Alicia Vaughn to authorize this transfer on behalf of the Commission.
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**OPTIONS:**

- 1) Approve recommendation
  - 2) Deny recommendation
  - 3) Commission defined alternative
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**RECOMMENDED SAMPLE MOTION:** “I move to approve County Manager Alicia Vaughn to authorize the transfer and assignment of hangar H-1’s lease and its associated rights and responsibilities from Mr. Keith Campbell to Ms. Michelle Curcio on behalf of the Board of Commissioners.”

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**DEPARTMENT:**

Prepared by: Patti McLarty

Director: \_\_\_\_\_

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**ADMINISTRATIVE  
COMMENTS:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ **DATE:** \_\_\_\_\_

County Manager

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**Spencer Carr**  
Attorney at Law

**Emily Carr**  
Attorney at Law

**Quentin Carr**  
Attorney at Law



**Clarksville**  
706-754-9231

**Cleveland**  
706-219-2801

**Gainesville**  
470-691-0109

October 26, 2023

Subject: Request for Agenda Placement and Written Approval - December 14, 2023 Habersham County Airport Commission Meeting

Dear Members of the Habersham County Airport Commission,

I trust this letter finds you well. I am writing on behalf of my client, Michelle Curcio, who is seeking approval for the transfer and assignment of the lease of Hangar H-1 at the Habersham County Airport.

As stipulated in the existing lease agreement between Mr. Keith Campbell, the current leaseholder of Hangar H-1, and Habersham County, the "Lessor," we acknowledge the necessity for written approval from Habersham County for the proposed lease transfer. This requirement is outlined in Item 11a of the existing lease.

In accordance with the lease agreement and all relevant regulations, Ms. Curcio has diligently completed all necessary documentation and requirements for the transfer. We are now formally requesting that Ms. Curcio be included on the agenda for the upcoming Habersham County Airport Commission meeting scheduled for December 14, 2023.

The purpose of this agenda placement is to provide Ms. Curcio with the opportunity to present the details of the proposed transfer, address any inquiries from the Commission, and seek formal approval. Additionally, we specifically request that the Commission facilitates the provision of written approval, as required by Item 11a of the existing lease agreement.

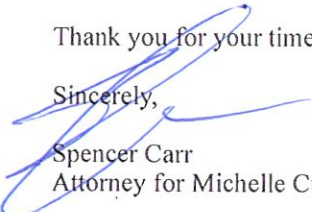
Enclosed with this letter, you will find all relevant documentation, including the completed lease transfer application, a notarized letter of consent from Mr. Keith Campbell, and any other required materials.

We understand the importance of adhering to the terms of the existing lease and appreciate the Commission's commitment to ensuring the smooth operation of the airport. If there are any additional requirements or procedures that need to be addressed before the agenda can be finalized or written approval can be obtained, please do not hesitate to inform us. We are prepared to promptly provide any necessary information or address any concerns.

We look forward to the opportunity to present Ms. Curcio's case before the Habersham County Airport Commission on December 14, 2023. If you have any questions or require further clarification, please feel free to contact me at 706-754-9231 or [spencer@thecarrlawgroup.com](mailto:spencer@thecarrlawgroup.com).

Thank you for your time and consideration.

Sincerely,

  
Spencer Carr  
Attorney for Michelle Curcio

**Clarksville: P.O. Box 999, 113 Grant St., Ste 2, Clarksville, GA 30523**  
Cleveland: P.O. Box 2931, 471 South Main St., Cleveland, GA 30528  
Gainesville: 604 Green St., Ste 3, Gainesville, GA 30501

October 26, 2023

Habersham County Airport Commission

Subject: Consent for Lease Transfer - Hangar H-1

Dear Members of the Habersham County Airport Commission,

I, Keith Campbell, the current leaseholder of Hangar H-1 at the Habersham County Airport, am writing this letter to formally express my consent for the transfer and assignment of the lease of Hangar H-1 to Ms. Michelle Curcio.

This consent is in accordance with the existing lease agreement between Habersham County and myself, dated October 15, 2007. As per the terms of the lease, and specifically, Item 11a, which requires the written approval of Habersham County for any lease transfer, I hereby provide my full support for the proposed transfer of the lease to Ms. Curcio.

Ms. Curcio has completed all necessary documentation and fulfilled the requirements outlined in the lease agreement and relevant regulations. I believe that she is a suitable and responsible candidate to assume the lease of Hangar H-1.


I trust that the Habersham County Airport Commission will review this consent as part of the overall consideration for Ms. Curcio's agenda placement and subsequent approval during the upcoming meeting on December 14, 2023.

If you require any additional information or clarification, please do not hesitate to contact me at

770-366-0917

Thank you for your attention to this matter.

Sincerely,



Keith Campbell

## ASSIGNMENT AND ASSUMPTION OF LEASE

This Assignment and Assumption Agreement is made effective as of the 20th day of Nov, 2023 (the "Effective Date") by and between **Keith Campbell** ("Assignor") and **Michelle Curcio** (collectively "Assignee") and consented to by **Habersham County** ("Landlord").

WHEREAS, Assignor, as tenant, leased certain real property, to wit, that real property commonly known as Hangar H-1, Habersham County Airport pursuant to that Lease Agreement between Habersham County and the Assignor dated October 15, 2007 ("Lease Agreement"), which Lease Agreement is attached hereto as Exhibit "A" and incorporated herein and made a part hereof; and

WHEREAS, Assignor desires to assign the Lease to Assignee and Assignee desires to accept such assignment on the terms and conditions hereinafter set forth; and

WHEREAS, Landlord consents to the assignment of the Lease from Assignor to Assignee;

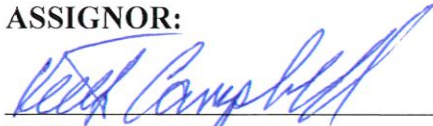
NOW THEREFORE, for Ten Dollars and other good and valuable consideration, the receipt of which is hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignment. Assignor hereby assigns to Assignee all of Assignor's right, title, and interest in, to and under the Lease, subject to the approval of said assignment by the Landlord.
2. Assumption of Liabilities. In further consideration for such assignment, Assignee hereby assumes and agrees to discharge and indemnify Assignor against all obligations and liabilities of Assignor related to the Lease Agreement, and agrees to comply with and perform fully all of Assignor's covenants and obligations thereunder.
3. Assignor's Representations and Warranties. Assignor hereby represents and warrants to Assignee that:
  - A. Assignor has full right, power, and authority to enter into and perform this Agreement.
  - B. Assignor has not assigned, transferred, or otherwise conveyed its rights under the Lease to any other person or entity, nor has Assignor granted any mortgage, pledge, lien, charge, security interest, or other right, interest or encumbrance of any kind whatsoever in or to its rights under the Lease.
  - C. Assignor warrants that as of the Effective date Tenant has paid all rent due under the Lease and is not in default under the Lease in any material respect.
4. Assignee's representations and warranties. Assignee hereby represents and warrants to Assignor that: Assignee has full right, power and authority to enter into and perform this Agreement.

5. Severability. The unenforceability or invalidity of any portion or any provision of this Assignment shall not render unenforceable or invalid any other provision or provisions herein contained.
6. Binding Effect. This Assignment shall be binding upon the successors and assigns of the parties.
7. Counterparts. This Assignment may be executed on separate counterparts, each of which will be an original and all of which taken together will constitute one and the same agreement.

IN WITNESS WHEREOF, Assignor and Assignee have by their duly authorized representatives, hereunto set their hands and deliver these presence as of the day and year first above written.

**ASSIGNOR:**

  
\_\_\_\_\_ (SEAL)  
**Keith Campbell**

**ASSIGNEE:**

  
\_\_\_\_\_ (SEAL)  
**Michelle Curcio**

Habersham County, as Landlord under the Lease, acknowledges consents to the foregoing Assignment and Assumption this \_\_\_\_ day of \_\_\_\_\_, 2023.

**Landlord: Habersham County**

By: \_\_\_\_\_

\_\_\_\_\_  
Title: \_\_\_\_\_

Attest: \_\_\_\_\_

\_\_\_\_\_  
Title: \_\_\_\_\_

(COUNTY SEAL)

**ACKNOWLEDGMENT AND CONSENT OF LESSOR:**

As the Lessor under that certain Lease by and between **Habersham County** and **Keith Campbell**, dated October 15, 2007, as assigned to **Michelle Curcio** on Nov, 29, 2023 (the "Lease"), the undersigned hereby acknowledges and consents to the assignment of said Lease.

**Habersham County, Georgia**

By: \_\_\_\_\_

Name: \_\_\_\_\_

As Its: \_\_\_\_\_

Attest: \_\_\_\_\_

Name: \_\_\_\_\_

As Its: \_\_\_\_\_

H1

## LEASE AGREEMENT

This lease is made and entered into this 15<sup>th</sup> day of October, 2007, at Clarkesville, Georgia by and between Habersham County, the "Lessor" and KEITH CAMPBELL, the "Lessee."

### **ARTICLE 1. DEMISE, DESCRIPTION, USE TERM AND RENT**

Lessor leases to Lessee, and Lessee leases from Lessor that certain property, hereinafter called the "leased property" situated in Habersham County and described as follows:

#### **HANGAR H-1 IN THE HABERSHAM COUNTY AIRPORT**

To be used only for the storage of aircraft and in accordance with uses normally incident thereto and for no other purpose for the term of thirty (30) years commencing on OCTOBER 15, 2007, and ending on OCTOBER 21, 2037, annual rental of \$1.00 payable as specified in Article 2. Further, Lessee shall not store any fuel, flammable materials, or any other hazardous materials within the hangar.

### **ARTICLE 2. RENT**

Lessee shall pay Lessor through Habersham County Board of Commissioners, 555 Monroe Street, Unit 20, Clarkesville, GA 30523, the annual sum of one dollar (\$1.00) and other valuable considerations due and payable in advance on the 1<sup>st</sup> day of the lease agreement and every anniversary of same thereafter.

### **ARTICLE 3. LIABILITY/RISK COVERAGE**

Lessor agrees to and shall, maintain during the entire term of this lease, coverage on the leased property through a risk management agreement, self-insurance, or any other type of liability coverage, deemed appropriate by the Lessor. This coverage shall be limited to the leased property and shall not include any contents within or on the leased property belonging to Lessee or any third party.

### **ARTICLE 4. UTILITIES**

Lessee shall during the term hereof pay all charges for telephone, gas electricity, sewage and water used in or on the leased premises and for the removal of rubbish therefrom immediately on becoming due and shall hold Lessor harmless for any liability therefore.

### **ARTICLE 5. WASTE AND NUISANCE**

Lessee shall not commit, or suffer to be committed any waste on the leased premises nor shall he maintain, commit, or permit the maintenance or commission of any nuisance on the leased premises or use the leased premises for any unlawful purpose.



## ARTICLE 6. REPAIRS

Lessee shall maintain the leased premises in condition fit for their intended use, at all times.

## ARTICLE 7. PERMITTED USES

- a. As to Lessee's personal aircraft, Lessee shall be allowed to perform all maintenance permitted by the FAA Rules and Regulations, as amended for non-certified personnel. Further, within the confines of the subject hangar and on the personal aircraft of Lessee, Lessee may contract for maintenance and repair of aircraft with FAA approved personnel and pursuant to FAA personnel and pursuant to FAA Rules and Regulations as amended. Maintenance and repair shall include but not be limited to annual inspection, general repairs, any repairs necessitated by the FAA personnel following inspection, or any AD requirements for the subject aircraft. The right of the Lessee to perform said maintenance and repairs in accordance with FAA Rules and Regulations as amended is an essential term of this lease. However, Lessee shall not allow within the confines of the hangar any maintenance or repair on any aircraft not owned or jointly owned by Lessee. This paragraph is not intended to allow a Lessee to establish a repair or maintenance shop within any hangar. Lessee shall hold County harmless for any repairs or maintenance performed on the subject aircraft and the County shall in no way be responsible for said work. By executing this agreement, Habersham County does not recognize the qualifications of any owner to conduct maintenance on his or her aircraft nor passes on the sufficiency of any mechanic or certified FAA personnel retained by owner for maintenance and repair.
- b. Lessee shall only use this Hangar for storage of and aircraft for non-commercial use. **Non-aviation related use will not be permitted except with recommendation of Airport Commission and approval by the Habersham County Board of Commissioners.**

## ARTICLE 8. ALTERATIONS, IMPROVEMENTS AND FIXTURES

Lessee shall have the right to improve, add to or alter the leased premises and to install fixtures thereon, subject to the approval of the Airport Commission, provided however, that he shall not remove any such improvements, additions, alterations or fixtures without the prior written consent of Lessor, and provided, further, that on expiration or sooner termination of this lease, all improvements, including fixtures and any addition, alteration, or repair to the premises placed on or made to the premises by Lessee during the term, shall revert to and become the absolute property of Lessor, free and clear of any claims against them by Lessee or any third person, and Lessee agrees to hold Lessor harmless from any claims that may be made against such improvements by

any third persons. Any fixtures deemed necessary to be removed by the County shall be removed at the expense of the Lessee.

#### **ARTICLE 9. INSPECTION BY LESSOR**

Lessee shall permit Lessor, his agents and assigns, the Habersham County Airport Commission and its agents and assigns to enter into and upon the leased premises at all reasonable times for the purpose of inspecting the same or for the purpose of maintaining or making repairs to the premises.

#### **ARTICLE 10. OPTION TO EXTEND AND HOLD OVER**

- a. Lessee is hereby granted and shall, if not in default under this Lease, have an option to extend the term of this Lease for a consecutive annual period not to exceed 5 years. The rent for the hangar shall be equal to the going market rate for hangars at the time of the renewal of each lease term. The market rate shall be established as the rate charged for a similar square footage hangars in similar sized airports in Georgia. The lease shall be renewed under the same terms and conditions herein with the exception of the lease period and rent which shall be payable monthly and in advance on the 1<sup>st</sup> day of the month.
- b. This option shall be exercised only by Lessee's delivering to Lessor in person or by United States registered or certified mail on or before \_\_\_\_\_ . Written notice of this election to extend the term of this lease as herein provided.
- c. In the event Lessee does not extend term of this lease as herein provided, and such holds over beyond the expiration of the term hereof, such holdings over shall be payable on the first day of each and every month thereafter until the tenancy is terminated in a manner provided by law.

#### **ARTICLE 11. ASSIGNMENT AND SUBLEASE**

- a. Lessee shall have the right with the prior written consent of Lessor to assign this lease, and any interest therein, provided each assignee assumes in writing all Lessee's obligations under this lease.
- b. Lessee shall have the right without the prior written consent of Lessor to sublet the Leased premises or any part thereof and Lessee shall remain liable for each and every Obligation under this lease.

#### **ARTICLE 12. MISCELLANEOUS**


- a. Lessee will be subject to rules and operating conditions as set up by the Habersham County Airport Commission. Any changes in rules and


regulations by the Habersham County Airport Commission shall be presented for review by lessee at least 10 days prior to adoption by the Commission.

- b. If Lessor shall convey title to the demised property pursuant to a sale or exchange of property, the Lessor shall not be liable to Lessee or any immediate or remote assignees or successor of Lessee as to any act or omission from and after such conveyance.

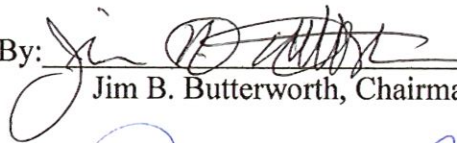
IN WITNESS WHEREOF, the undersigned Lessor and Lessee hereto execute this agreement as of the day and year first above written.

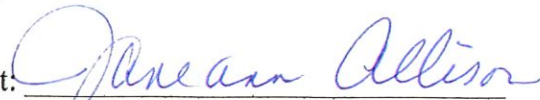
Signed and acknowledged  
in the presence of:

  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
Mellaree W. Ellison  
Notary Public  
Commission Expires: March 18, 2010


**LESSOR:**  
Habersham County

By:  (Seal)  
\_\_\_\_\_  
Jim B. Butterworth, Chairman

Attest:   
\_\_\_\_\_  
Janeann Allison, County Clerk

Signed and acknowledged  
in the presence of:

  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
Jane Dauterman  
Notary Public  
Commission Expires: 4-13-10

**LESSEE:**

By:  (Seal)  
\_\_\_\_\_

