

HABERSHAM COUNTY BOARD OF COMMISSIONERS

EXECUTIVE SUMMARY

SUBJECT: Transfer and Assignment of Hangar G-4 Lease

DATE: August 23, 2024

RECOMMENDATION

POLICY DISCUSSION

BUDGET INFORMATION:

STATUS REPORT

ANNUAL-

OTHER

CAPITAL-

PRESENTED BY: Patti McLarty

AIRPORT COMMISSION ACTION REQUESTED ON: September 10, 2024

PURPOSE: To seek approval by the Board of Commissioners for the transfer of Hangar G-4's lease from Mike Stuckey to James B. Butterworth.

BACKGROUND / HISTORY: The lease for hangar G-4 that was originally entered into by Richard Wallace on January 1, 2004, states in Article 11, section 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." This lease was transferred to Mike Stuckey after the passing of Mr. Wallace. Mr. Stuckey now wishes to transfer the lease along with his rights and responsibilities to hangar G-4 to James B. Butterworth, and both parties have signed the Transfer and Assignment needed to do so. The approval of the Airport Commission and signature of the County Manager are necessary to execute this transfer.

FACTS AND ISSUES:

- 1) The lease for hangar G-4 was originally entered into by Mr. Richard Wallace on January 1, 2004 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 lease was then transferred from Mr. Richard Wallace to Mike Stuckey following Mr. Wallace's death (date not available).
 - 3) The current request is that this lease be further transferred from Richard Wallace to James B. Butterworth including all rights and responsibilities contained within the lease agreement originally executed to the benefit of Mr. Richard Wallace on January 1, 2004.
 - 4) The approval of the Airport Commission and signature of the County Manager are necessary to execute this Transfer and Assignment.
 - 5) Mr. James B. Butterworth has signed the new lease agreement approved by the Airport Commission on December 5, 2022.
 - 6) Mr. Butterworth also purchased Mr. Stuckey's airplane, which will remain in the hangar.
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OPTIONS:

- 1) Approve recommendation
 - 2) Deny recommendation
 - 3) Commission defined alternative
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RECOMMENDED SAMPLE MOTION: Motion to approve the transfer and assignment of the lease of hangar G-4 from Mike Stuckey to James B. Butterworth.

DEPARTMENT:

Prepared by: Patti McLarty

Director: _____

**ADMINISTRATIVE
COMMENTS:** _____

_____ **DATE:** _____

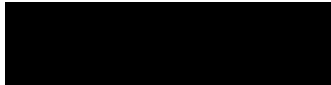
County Manager

19 August 2024

MEMORANDUM

TO: Habersham County BOC
Habersham County Airport Commission
Habersham County Manager

FROM: Mike Stuckey



RE: Transfer of lease agreement For Habersham County airport hangar 4G from
Mike Stuckey to James B. Butterworth

Dear Commission Members and Mrs. Vaughn,

In accordance with the provisions of Article 11 section (A) of the applicable hangar lease, I am seeking consent from Habersham County to assign the lease of Habersham County Airport Hanger 4G to James B. Butterworth

Sincerely,

A handwritten signature in cursive script, appearing to read "Mike Stuckey".

Mike Stuckey

19 August 2024

MEMORANDUM

TO: Habersham County BOC
Habersham County Airport Commission
Habersham County Manager

FROM: James B. Butterworth


RE: Transfer of lease agreement For Habersham County airport hangar 4G from
Mike Stuckey to James B. Butterworth

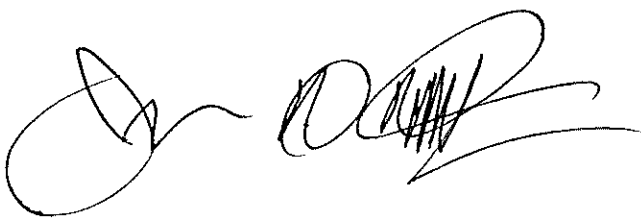
Dear Commission Members and Mrs. Vaughn,

In accordance with the provisions of Article 11 section (A) of the applicable hangar lease, I am seeking consent from Habersham County to acquire the remainder of the lease of Habersham County Airport Hangar 4G.

Further, in reference to your letter, dated 01 July 2024, upon a successful lease transfer, I plan on exercising the option to sign the new version of the hangar lease for the 4G hangar, **without** the 5 year limitation.

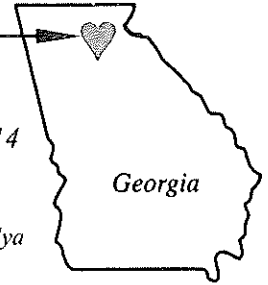
Best Regards.

Sincerely,



James B. Butterworth

HABERSHAM COUNTY



OFFICE OF COUNTY COMMISSIONERS • HABERSHAM COUNTY COURTHOUSE
555 Monroe Street, Unit 20, Clarkesville, Georgia 30523 • Phone 706-754-6270 • FAX 706-754-1014

COMMISSIONERS

Chan B. Caudell

Lynne Dockery

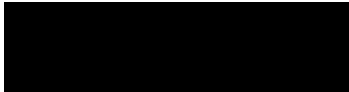
Dennis E. Fish

Greg W. Popham

Douglas R. Vermilya

December 15, 2003

Richard Wallace



RE: Lease of Hangar at Habersham County Airport

Dear Mr. Wallace:

This letter constitutes a commitment by Habersham County to lease to you a hangar, to be constructed, on the premises of Habersham County Airport in accordance with the terms as provided in the Lease Agreement attached hereto and incorporated by reference.

This Commitment is given in exchange for a payment by you constituting your pro rata share of the cost of construction of the new hangar project at the Habersham County Airport. Your pro rata share of the cost of construction shall be determined by the Habersham County Airport Commission. The size, configuration, and location of the hangar leased by you shall be in accordance with the terms and agreements between the Habersham County Airport Commission and you.

Following payment and construction of the referenced hangar, Habersham County hereby agrees to execute the attached lease in your favor. This Letter of Commitment shall not constitute a contract to provide to you a hangar located at the Habersham County Airport but shall serve as a commitment to provide hangar space in the event that the current project for construction of hangars at the Habersham County Airport is financed, commenced and completed per the plans and specifications of the Habersham County Airport Commission.

Very truly yours,

Habersham County Board of Commissioners

Douglas R. Vermilya, Chairman

LEASE AGREEMENT

This lease is made and entered into this 1st day of January, 2004, at Clarkesville, Georgia by and between Habersham County, the "Lessor" and Richard Wallace, 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 4G in 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 twenty (20) years commencing on January 01, 2004, and ending on December 31, 2024, 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, Georgia 30523, the annual sum of one dollar (\$1.00) and other valuable considerations due and payable in advance on the 1st 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 therefor.

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 pay to Lessor an annual maintenance fee of sixty dollars (\$60.00). Fee shall be held in escrow during the term of the lease and used as needed by the Lessor to maintain the leased premises in condition fit for their intended use and to make necessary repairs.

ARTICLE 7.

PERMITTED USES

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 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

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 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 1st 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 December 31, 2024
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

Melvin W. Ellison

Notary Public
(Seal)

My Commission Expires *March 18, 2006*

Signed and acknowledged
In the presence of:

Witness

Jerry A. Wallace

Notary Public
(SEAL)

My Commission Expires: *Sept. 18, 2007*

LESSOR
Habersham County (SEAL)

By *Richard H. Wallace*

Attest *Scott Moss*

Witness
~~LESSEE~~

Richard H. Wallace (SEAL)

Lesser *Richard H. Wallace*

Seal