

**HABERSHAM COUNTY BOARD OF COMMISSIONERS**  
**EXECUTIVE SUMMARY**

**SUBJECT:** Air Methods Lease Agreement Extension for former FBO building at the Airport

**DATE:** October 8, 2024

**RECOMMENDATION**

**POLICY DISCUSSION**

**BUDGET INFORMATION:**

**STATUS REPORT**

ANNUAL-  
CAPITAL-

**OTHER**

**PRESENTED BY:** Bill Harden

**COMMISSION ACTION REQUESTED ON:** October 21, 2024

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**PURPOSE:** To seek the BOC's approval of the 3-year extension of Air Method's lease agreement for the old FBO building at the Habersham County Airport. The agreement includes an increase in the monthly rental rate.

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**BACKGROUND / HISTORY:** Air Methods first entered into a lease agreement for the rental of the former FBO building at the Habersham County Airport in 2019, for a term of five years. Air Methods requested to exercise their right to renew the lease for a term of three years at current market rate. The Airport Commission discussed the lease amount and determined that an increase was in order. The monthly rent amount will be increased from \$1,200 per month to \$1,400 per month.

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**FACTS AND ISSUES:**

- 1) Air Methods originally entered into a lease agreement for the former FBO building in 2019, for a term of five years.
  - 2) The original lease allows for two 3-year extensions, at current market rate.
  - 3) The airport commission determined that current market rate for this facility is \$1,400 per month.
  - 4) Air Methods has agreed to the new rent amount and has signed the new lease agreement.
  - 5) The new lease agreement was approved by the Airport Commission at their regular meeting held on October 8, 2024.
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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 Air Methods new lease agreement for a three-year term.

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**DEPARTMENT:**

Prepared by: Patti McLarty

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

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**ADMINISTRATIVE  
COMMENTS:**

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

County Manager

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**FIRST AMENDMENT TO THE LEASE AGREEMENT**

This First Amendment to the Lease Agreement (this "First Amendment") is entered into as of the last date of signature below and effective July 16, 2024 (the "Amendment Effective Date") by and between **Air Methods, LLC** (fka Air Methods Corporation), a Delaware limited liability company, having its principal place of business at 5500 S. Quebec Street, Ste. 300, Greenwood Village, CO 80111 ("Tenant") and **Habersham County, Georgia**, a Georgia municipality, having its principal place of business at 130 Jacob's way, Ste. 301, Clarkesville, GA 30523 ("Landlord" and together, with "Tenant", the "Parties" and each a "Party").

**WHEREAS**, Landlord and Tenant previously entered into that certain Lease Agreement executed in April 2019 (the "Lease") whereby Tenant leases space within the former FBO building at the Habersham County Airport located at 1112 Airport Road, Cornelia, GA 30531; and

**WHEREAS**, the Parties desire to amend the Lease to extend the Term and adjust the Rent therein.

**NOW, THEREFORE**, in exchange for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Capitalized Terms**. Any capitalized terms used but not otherwise defined herein shall have the same meaning given to such terms in the Lease.
2. **Amendment to Section 2, Term**. In accordance with Section 2, the Parties hereby agree to renew the Term for an additional three (3) years, up to and including July 15, 2027.
3. **Amendment to Section 4.b., Rent**. Effective as of the Amendment Effective Date, Rent for use of the Premises shall equal One Thousand Four Hundred Dollars (\$1,400.00).
4. **Effect of Amendment**. Except as specifically set forth herein, all other terms and provisions of the Lease shall remain unaffected by this First Amendment and continue in full force and effect. On and after the Amendment Effective Date, each reference in the Lease to "this Lease" or similar terms will mean the Lease as amended by this First Amendment.
5. **Further Amendment**. This First Amendment may not be amended, modified, or supplemented except upon execution and delivery of a written instrument executed by the Parties.
6. **Counterparts**. This First Amendment may be executed in one or more counterparts (via facsimile, PDF, or other electronic means), each of which will be deemed an original and all of which together will constitute one and the same agreement.

**IN WITNESS WHEREOF**, the Parties have executed this First Amendment to be effective as of the Amendment Effective Date.

**AIR METHODS, LLC**

By: Matthew Turner

Name: Matthew Turner

Title: Regional Vice President

Date: 10/2/2024

**HABERSHAM COUNTY, GEORGIA**

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

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

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

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