

HABERSHAM COUNTY BOARD OF COMMISSIONERS
EXECUTIVE SUMMARY

SUBJECT: Transfer of 50% of Lease Agreement for Hangar A-6

DATE: January 2, 2025

RECOMMENDATION

POLICY DISCUSSION

BUDGET INFORMATION:

STATUS REPORT

~~ANNUAL-~~

OTHER

~~CAPITAL-~~

PRESENTED BY: Patti McLarty or Bill Harden

COMMISSION ACTION REQUESTED ON: January 21, 2025

PURPOSE: To seek BOC approval for the transfer of 50% of the lease agreement for Hangar A-6 between Chris Tatum and Andrew Wall

BACKGROUND / HISTORY:

Chris Tatum currently holds the lease for hangar A-6. Mr. Tatum chose the option of extending his current (old) lease agreement for five years, until 12-31-2029. Mr. Tatum wants to split his lease and hangar with Andrew Wall, which is allowed under Mr. Tatum's lease agreement.

FACTS AND ISSUES:

Chris Tatum currently holds the lease agreement for hangar A-6.

This lease agreement allows transfers of all or part of the lease.

Mr. Tatum would like to split the hangar with Andrew Wall.

Both Mr. Tatum and Mr. Wall own airplanes that will be based in the hangar which will pay ad valorem taxes and purchase fuel.

The Airport Commission approved/recommended this transfer at their regular meeting on January 14, 2025.

OPTIONS:

- 1) Approve recommendation
 - 2) Deny recommendation
 - 3) Commission defined alternative
-
-

RECOMMENDED SAMPLE MOTION: Motion to approve the transfer of 50% of the lease agreement for Hangar A-6 from Chris Tatum to Andrew Wall.

DEPARTMENT:

Prepared by: Patti McLarty

Director: _____

**ADMINISTRATIVE
COMMENTS:**

_____ **DATE:** _____

County Manager

November 11, 2024

MEMORANDUM

TO: Habersham County Manager
Habersham County Commission

FROM: Chris Tatum

RE: Transfer of 50% lease agreement on hangar A6 between Chris Tatum and Habersham County at Habersham County Airport.

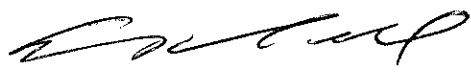
To Whom It May Concern,

In accordance with the provisions of Article II, section (A), I am seeking consent of Habersham County to assign 50% of the lease and 50% of my interest there-in to Andrew Wall,

Thank you for your assistance in this matter.

Sincerely,


Chris Tatum, EXECUTOR JAMES & MARVENE TATUM


ANDREW WALL



Office of County Commissioners
130 Jacob's Way, Suite 301, Clarkesville, GA 30523
706-839-0200 Fax: 706-839-0209
www.habershamga.com

HANGAR LEASE RENEWAL OPTION FORM

NAME: CHRIS TATUM
ANDREW WALL

ADDRESS: -

PHONE #: -


EMAIL: -

MY CURRENT HANGAR IS AG AND I CHOOSE THE FOLLOWING OPTION:

I wish to keep my existing lease for the term of five years. I understand that I will be charged the current market rate of \$300 per month for 2025. The market rate may be adjusted annually.

I wish to enter into the new County hangar lease agreement, understanding that the lease is renewable on an annual basis at the market rate. I understand that I will be charged the current market rate of \$300 per month for 2025. The market rate may be adjusted annually. ***If this option is chosen, please complete, sign, and return the attached lease agreement***

I wish to relinquish my hangar as of December 31, 2024, with no further obligation.


Signature CHRIS TATUM

11/12/2024
Date


ANDREW WALL

11/12/2024

AL



HABERSHAM COUNTY

Office of County Commissioners

555 Monroe Street, Unit 20, Clarkesville, GA 30523

706-754-6270 Fax: 706-754-1014

www.habershamga.com

December 4, 2007

Mr. Keith Campbell

Dear Mr. Campbell:

Please be advised the County Commission at its December 3 meeting approved assignment of your lease (Hanger 6A) to Jim Tatum. Mr. Tatum shall inform the County Manager in writing that he is aware of all the terms of the Lease Assignment and will abide by them.

Sincerely,

A handwritten signature in black ink, appearing to read "Jim B. Butterworth". The signature is stylized and somewhat cursive.

Jim B. Butterworth
Chairman

17 November 2007

MEMORANDUM

**TO: Habersham County Manager
Habersham County Commission**

FROM: Keith Campbell

**RE: Transfer of lease agreement A-6 between Keith Campbell and
Habersham County at Habersham County Airport.**

To Whom It May Concern,

In accordance with the provisions of Article II section (A), I am seeking consent of Habersham County to assign the lease and all my interest there-in to James Tatum,

Thank you for your assistance in this matter.

Sincerely,



Keith Campbell

"Heart of the Georgia Mountains"

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

Date December 15, 2003

Keith Campbell

RE: Lease of Hangar at Habersham County Airport

Dear Mr. Campbell:

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 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 6A 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 ^{30 yrs} ~~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.

he will cover ins. for hangar

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

he will maintain

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:

LESSOR
Habersham County (SEAL)

By Wayne R. Urich

Witness

Melbae W. Ellison

Notary Public

(Seal)

My Commission Expires March 18, 2006

Attest Scott Goss

Signed and acknowledged
in the presence of:

Witness
~~LESSEE~~

[Signature] (SEAL)

Witness

Judy A. Waller

Notary Public

(SEAL)

My Commission Expires: Sept. 18, 2007

Lessee Keith Campbell

Seal

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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:

LESSOR
Habersham County (SEAL)

By *Wayne R. Daniel*

Witness

Willard W. Ellison

Notary Public

(Seal)

My Commission Expires *March 18, 2006*

Attest *Scott Yoss*

Signed and acknowledged
in the presence of:

Witness
~~LESSEE~~

[Signature] (SEAL)

Witness

Jelly A. Wellborn

Notary Public

(SEAL)

My Commission Expires: *Sept. 18, 2007*

Lessee *Keith Campbell*

Seal