



U.S. Department of Transportation

Federal Aviation Administration

DeKalb County  
Contract No. 86-3820

Lease No. DTFA06-86-L-10056  
ATCT  
Chamblee, GA

# LEASE

between

DEKALB COUNTY, GEORGIA

and

THE UNITED STATES OF AMERICA

This LEASE, made and entered into this **twenty-fifth** day of **March** in the year one thousand nine hundred and **eighty-six** by and between **Dekalb County, Georgia**

whose address is **Dekalb County Court House  
Decatur, Georgia 30030**

for **itself, its** heirs, executors, administrators, successors, and assigns, hereinafter called the Lessor and the UNITED STATES OF AMERICA, hereinafter called the Government:

WITNESSETH: The parties hereto for the consideration hereinafter mentioned covenant and agree as follows:

1. For the term beginning **February 1, 1986** and ending **September 30, 19 86** the Lessor hereby leases to the Government the following described property, hereinafter called the premises, viz:

All that tract of land lying in and being part of Land Lot 279 of the 18th District, Dekalb County, Georgia, on the Dekalb-Peachtree Airport Property, containing 0.646 acres of land more or less (28,149.92 s.f.); and being more particularly described as follows:

To find the POINT OF BEGINNING proceed from the point in the centerline and end of the runway presently designated as Runway 16 S07°53'04"E for 2225.50' to a point and the POINT OF BEGINNING.

Thence from said POINT OF BEGINNING; proceed S20°09'34"E for 125.0' to a point; thence proceed S58°38'08"W for 258.79' to a point; thence proceed N02°38'23"E for 147.91' to a point; thence proceed N58°38'08"E for 200.36' to a point and the POINT OF BEGINNING.

The aforementioned description area was taken from a plat of survey by Patterson Engineering titled "Dekalb Peachtree Airport - New FAA Tower Site - Lease Area T1" and dated December 5, 1985.

a. Together with a right-of-way for ingress to and egress from the premises; a right-of-way or rights-of-way for establishing and maintaining a pole line or pole lines for extending electric power, and telecommunications facilities to the premises; and right-of-way for subsurface power, communication and water lines to the premises; all rights-of-way to be over the said lands and adjoining lands of the lessor, and unless herein described by metes and bounds, to be by routes reasonably determined to be the most convenient to the Government.

b. And the right of grading, conditioning, and installing drainage facilities, and seeding the soil of the premises, and the removal of all obstructions from the premises which may constitute a hindrance to the establishment and maintenance of air navigation and telecommunications facilities.

c. And the right to make alterations, attach fixtures, and erect additions, structures, or signs, in or upon the premises hereby leased, which alterations, fixtures, additions, structures or signs so placed in or upon, or attached to the said premises shall be and remain the property of the Government, and may be removed upon the date of expiration or termination of this lease, or within ninety (90) days thereafter, by or on behalf of the Government, or its grantees, or purchasers of said alterations, fixtures, additions, structures, or signs.

2. This lease may, at the option of the Government, be renewed from year to year and otherwise upon the terms and conditions herein specified. The Government's option shall be deemed exercised and the lease renewed each year for one (1) year unless the Government gives the Lessor thirty (30) days written notice that it will not exercise its option before this lease or any renewal thereof expires; PROVIDED, that no renewal thereof shall extend the period of occupancy of the premises beyond the 30 day of September 2026 AND PROVIDED FURTHER, that adequate appropriations are available from year to year for the payment of rentals.

3. The Government shall pay the Lessor rental for the premises in the amount of **No monetary consideration** in the form of rental, it being mutually agreed that the rights extended to the Government herein are in consideration of the obligations assumed by the Government in its establishment, operation and maintenance of facilities upon the premises hereby leased. for the term set forth in Article 1 above, and

per for each annual renewal exercised by the Government hereafter. Payments shall be made in arrears at the end of each without the submission of invoices or vouchers.

4. The Government may terminate this lease, in whole or in part, at any time by giving at least **thirty (30)** days notice in writing to the Lessor, and no rental shall accrue after the effective date of termination. Said notice shall be sent by certified or registered mail.

**5. Deleted**

~~XXXXXX The Government shall have possession of the premises upon the date of expiration or termination of this lease. If the lessor shall within ninety (90) days before the date of expiration or termination request restoration of the premises the Government shall within ninety (90) days of expiration or termination or within such additional time as may be agreed upon in writing by the parties to a good condition as that existing at the time of the Government's initial entry upon the premises under this lease or any preceding lease (changes to the premises for any reason with the exception of those caused by fire, flood, wind, and tear, damage by nature elements and by any other cause which the Government shall not be responsible for) or (2) make an equitable adjustment in the lease payments for the extent of such destruction of the premises or the diminution of the value of the premises if unrestored which shall be the sole responsibility of the lessor. The parties shall enter into a supplemental agreement hereof effective on the date of such destruction. Failure to make such equitable adjustment shall be a dispute concerning a question of fact within the meaning of Clause 6 of this lease.~~

6. (a) This lease is subject to the Contract Disputes Act of 1978 (Public Law 95-563).

(b) Except as provided in the Act, all disputes arising under or relating to this lease shall be resolved in accordance with this clause.

(c) (i) As used herein, "claim" means a written demand or assertion by one of the parties seeking, as a legal right, the payment of money, adjustment or interpretation of lease terms, or other relief, arising under or relating to this lease.

(ii) A voucher, invoice, or request for payment that is not in dispute when submitted is not a claim for the purposes of the Act. However, where such submission is subsequently not acted upon in a reasonable time, or disputed either as to liability or amount, it may be converted to a claim pursuant to the Act.

(iii) A claim by the Lessor shall be made in writing and submitted to the Contracting Officer for decision. A claim by the Government against the Lessor shall be subject to a decision by the Contracting Officer.

(d) For Lessor claims of more than \$50,000, the Lessor shall submit with the claim a certification that the claim is made in good faith; the supporting data are accurate and complete to the best of the Lessor's knowledge and belief; and the amount requested accurately reflects the lease adjustment for which the Lessor believes the Government is liable. The certification shall be executed by the Lessor if an individual. When the Lessor is not an individual, the certification shall be executed by a senior company official in charge at the Lessor plant or location involved, or by an officer or general partner of the Lessor having overall responsibility for the conduct of the Lessor's affairs.

(e) For Lessors claims of \$50,000 or less, the Contracting Officer must render a decision within 60 days. For Lessor claims in excess of \$50,000, the Contracting Officer must decide the claim within 60 days or notify the Lessor of the date when the decision will be made.

(f) The Contracting Officer's decision shall be final unless the Lessor appeals or files a suit as provided in the Act.

(g) The authority of the Contracting Officer under the Act does not extend to claims or disputes which by statute or regulation other agencies of the Executive Branch of the Federal Government are expressly authorized to decide.

(h) Interest on the amount found due on a Lessor claim shall be paid from the date the claim is received by the Contracting Officer until the date of payment. Interest on the amount found due on a Government claim shall be paid from the date the claim is received by the Lessor until the date of payment. Interest shall be computed at ten percent (10%) per annum on the basis of a 365 or 366 day year, whichever applies.

(i) Except as the parties may otherwise agree, pending final resolution of a claim by the Lessor arising under the lease, the Lessor shall proceed diligently with the performance of the lease and its terms in accordance with the Contracting Officer's decision.

7. No Member of Congress or Resident Commissioner shall be admitted to any share or part of this lease, or to any benefit to arise therefrom.

8. The Lessor warrants that no person or selling agency has been employed or retained to solicit or secure this lease upon an agreement or understanding for a commission, brokerage, percentage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by the Lessor for the purpose of securing business. For breach or violation of this warranty, the Government shall have the right to annul this lease without liability, or in its discretion to deduct from amounts otherwise due under this lease or other consideration, the full amount of such commission, brokerage, percentage, or contingent fee.

9. All notices sent to the parties under the lease shall be addressed as follows:

To the Lessor: Dekalb County, Georgia, Dekalb-Peachtree Airport,  
Room 206, Administration Building, Atlanta, Georgia 30341  
To the Government: DOT, FAA, Southern Region, ASO-56  
P. O. Box 20636, Atlanta, Georgia 30320

10. This lease is subject to the additional provisions set forth below, or attached hereto and incorporated herein. These additional provisions are identified as follows:

Certain words were added or deleted in the first paragraph on page one and to Articles 1, 2, 3, 4, 9.

Article 5 was deleted in its entirety and the following substituted therefor:

It is hereby agreed between the parties that, upon the termination of its occupancy, the Government shall have no obligation to restore and/or rehabilitate, either wholly or partially, the property which is the subject matter of this lease. It is further agreed that the Government may abandon in place any or all of the structures and equipment installed in or located upon said property by the Government during its tenure. Notice of abandonment will be conveyed to the lessor in writing.

11. The Lessor warrants there are no outstanding mortgages, liens or other encumbrances on the demised property except as follows:

none

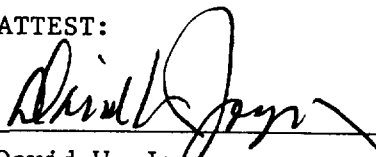
(If none, insert the word "none" and initial. If there is a mortgage or lien, have the mortgagee complete the statement below.)

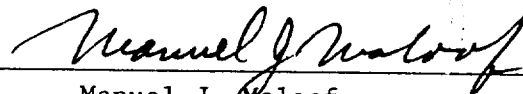
See Attachments "A" and "B" made a part herein.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

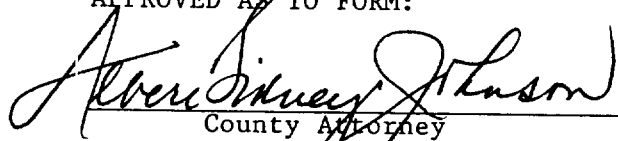
LESSOR: DEKALB COUNTY, GEORGIA

ATTEST:

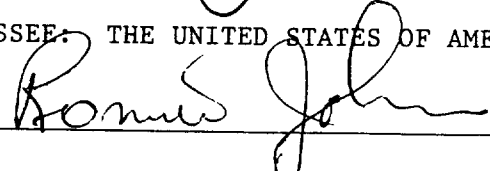
  
\_\_\_\_\_  
David W. Joyner  
Ex Officio Clerk of the  
Chief Executive Officer and  
Board of Commissioners of  
DeKalb County, Georgia

BY  (SEAL)  
\_\_\_\_\_  
Manuel J. Maloof  
Chief Executive Officer  
DeKalb County, Georgia

APPROVED AS TO FORM:

  
\_\_\_\_\_  
County Attorney

LESSEE: THE UNITED STATES OF AMERICA

BY   
\_\_\_\_\_  
TITLE Contracting Officer

Lease No. DTFA06-86-L-10056  
ATCT  
Chamblee, Georgia

Attachment "A"

The Lessor shall agree to the following items:

1. An easement for the installation and maintenance of all control and electrical cables from the lease area to all FAA facilities (as required) located on the airport property. The FAA shall coordinate all cable routes with the Airport Authority.

2. Permit the extension of water, electrical, sewer and telephone services to the lease area.

3. Site Protection. In order to insure the site against future construction which would jeopardize either mandatory or nonmandatory siting criteria, the following provisions will be included in the site lease:

a. The Lessor will not construct nor permit the construction of any structures not indicated on the current airport layout plan which would obstruct the visibility of any part of the air traffic patterns, approaches, runways, taxiways, or operational areas necessary for the control of ground or air traffic on or at the airport from the ATCT cab at an elevation of 110 feet above ground level (1000' MSL).

b. At the request of the Lessee, the Lessor will remove or trim as required, any trees or other plants which obstruct visibility from the ATCT cab to any runways, taxiways or operational portions of aprons or other operational areas necessary for the control of ground traffic.

c. At the request of the Lessee, the Lessor will remove, adjust, or shield, as required, any light (i.e., beacon, street, security, etc.), owned and operated by the Lessor which causes air traffic controller visibility problems from the ATCT cab.

d. Existing asphalt surfaces adjacent to but outside the ATCT lease area shall remain designated as "open airport parking" and will be made available for Lessee use. Existing and new asphalt parking areas within the ATCT lease area shall be designated "FAA Parking Only," and shall not be considered "Open Airport Parking."

4. Drawing No. EIF 5CC 0032, dated 12/18/85, shall become a part of the agreement herein, for any and all purposes.

5. Upon the expiration of this agreement, the Government shall have the right to renew this agreement under the same terms and conditions.

"ATTACHMENT B"

DEPARTMENT OF TRANSPORTATION  
FEDERAL AVIATION ADMINISTRATION

OPERATION AGREEMENT FOR AIRPORT TRAFFIC CONTROL TOWER  
(Constructed by the Government)

I. THIS AGREEMENT is to be attached to and made a part of Lease Number DTFA06-86-L-10056 between the United States of America acting by and through the Federal Aviation Administration, hereinafter called Government, and Dekalb County, Georgia, operating its airport known as Dekalb-Peachtree Airport located at Chamblee, Georgia, hereinafter known as Lessor, and this said Agreement shall be executed by the parties hereto independently of said lease to which it is a part.

II. WHEREAS, An Airport Traffic Control Tower will be or has been erected on the leased plot by and at the expense of the Government; and

III. WHEREAS, It is in the public interest that the said Airport Traffic Control Tower on the above airport be operated by the Government, subject to the availability of funds therefor, in accordance with standards established by the Government;

IV. NOW, THEREFORE, The Lessor agrees to the following conditions:

1. The Lessor shall, at no expense to the Government, provide the lighting control panels in the said Tower and shall provide all electrical circuits and current, on a continuing basis, necessary for the operation of boundary, flood and obstruction lights, including those which may be operated by the Government; all airport lighting which the Government determines is essential to aircraft operations, including the foregoing, and all such air traffic control devices which are designated to be directly or remotely controlled from the Airport Traffic Control Tower shall be operationally under the control of the Government's Air Traffic Controllers, and the Lessor shall be responsible for the proper and continued functioning of any locally-installed lights or other device placed under the Government's control.

2. The Lessor shall be responsible for the proper and continued functioning of all equipment and devices which the Government determines are necessary for air traffic control, but which cannot be placed in operation or controlled from said Tower, or are not otherwise operated by or under the control of the Government.

3. The Lessor shall promptly advise the Government's duly authorized representative(s) in said Tower of any conditions which render all, or any, area(s) of the Airport unsafe for normal utilization by aircraft and will, upon demand, appropriately mark any such area(s) in a manner approved by the Government which properly indicates the existing condition(s); the Lessor shall promptly give notice to the Government's Tower representative(s) prior to the time any maintenance or construction is begun on the airport landing area unless such action is in accordance with a schedule which has been previously coordinated with the said Tower; said notice shall be given not less than thirty (30) days prior to the commencement date and said approved schedules shall be submitted for approval no less than thirty (30) days prior to the scheduled date for beginning the first item of construction and/or maintenance on the schedule.

4. The Government shall have absolute control of the operation of said Tower and its associated facilities at all times and shall not be subject to direction from the Lessor in this regard, but the Lessor shall indemnify and save harmless the Government from and against all loss, injury, or damage and any claims for such acts resulting from or incident to the operation of said Tower; provided, however, the Lessor shall not be responsible for any such acts or claims resulting from the negligent or wrongful act or omission of any employee operating in said Tower.

5. The Lessor, upon request from the Government, agrees to provide two-way ground control communication equipment in its maintenance and emergency vehicles scheduled to regularly operate in the airport landing area, and such equipment shall be capable of maintaining radio communications with the Government's Tower on said Airport.

6. The Lessor, agrees to pay (and the Government shall not pay any part of such costs other than those provided by any existing Federal Aid to Airports Programs) for the relocation of said Tower and its associated facilities if such relocation is made necessary by Airport improvements or changes which impair the technical and/or operational characteristics of said Tower and its associated facilities.

V. FURTHER, At any Airport on which said Tower is constructed and on which there have not been expended Federal funds under any Federal Aid to Airports Program, the Lessor agrees to the following additional provisions:

1. The Lessor agrees that the Airport shall be operated for the use and benefit of the public, on fair and reasonable terms, without unjust discrimination, and agrees that it shall not grant or permit any exclusive right for the use of the Airport which is forbidden by Section 308 of the Federal Aviation Act of 1958, as amended (49 U.S.C. 1349), or any succeeding laws or regulation on the same subject;

2. The Lessor agrees that in its operation of all facilities on the Airport neither it nor any person or entity occupying space or facilities thereon shall discriminate against any person, or organization, or class of persons by reason of race, color, creed, or national origin in the operation of any airport facilities provided for the use of the public;

3. As a protection to the capital investment by The United States Government, the Lessor agrees to continue the operation of said Airport without reduction in runway length, for a period of not less than twenty (20) years. The Lessor further agrees that in the event it fails to do so it will reimburse The United States Government the sum of \$2,000,000.00, the initial construction cost as reimbursement for costs incurred in the construction of the Airport Traffic Control Tower structure. It is mutually understood and agreed that this sum will be reduced by 1/20 for every year that the Lessor does continue the operation of the said Airport.

VI. Section V, above, ~~XXXX~~ does not apply to this contract.  
(strike out one)

VII. Dated this, the 25th day of March, 1986.

APPROVED AS TO FORM:

LESSOR: DEKALB COUNTY, GEORGIA

*Abner S. Johnson*  
County Attorney

BY *Manuel J. Maloof* (SEAL)  
Manuel J. Maloof

Title Chief Executive Officer  
DeKalb County, Georgia

LESSEE: THE UNITED STATES OF AMERICA

BY *Ronald Johnson*

Title Contracting Officer

C E R T I F I C A T E

I, David W. Joyner, CERTIFY that I am the Ex Officio Clerk of the Chief Executive Officer and Board of Commissioners of DeKalb County, Georgia of the County named as Lessor in the above Agreement; that MANUEL J. MALOOF who signed said Agreement on behalf of the Lessor, was then Chief Executive Officer of DeKalb County, Georgia; that said Agreement was duly signed for and in behalf of DeKalb County, Georgia by authority of its governing body, and is within the scope of its powers.

*David W. Joyner* (SEAL)  
David W. Joyner

LEASE COST SUMMARY SHEET

DATE April 9, 1986

DO NOT FILE ON TOP OF THIS PAGE

CONTRACT NO.: DTFA06-86-L-10056

NEW

SUPPLEMENT NO. \_\_\_\_\_

CONTRACT(S) SUPERSEDED:

RENEWAL

CANCELLATION

PREVIOUS RENTAL:

FACILITY ATCT, Chamblee, Ga.		PROCUREMENT REQUEST (PR) NUMBER 56.1-8271/6442047
PROGRAM MANAGEMENT Airway Facilities		APPROPRIATION 601.0/841K/211/2316
CONTRACTOR (NAME AND ADDRESS) DeKalb County, Georgia Room 206, Administration Building Atlanta, Georgia 30341		PAYEE (NAME AND ADDRESS)
EFFECTIVE DATE February 1, 1986		RENEWABLE TO September 30, 2026
ANNUAL RENTAL \$ N/A	RATE PER SQ. FOOT \$	PAYABLE <input type="checkbox"/> MONTHLY <input type="checkbox"/> QUARTERLY <input type="checkbox"/> SEMIANNUAL <input type="checkbox"/> ANNUAL <input type="checkbox"/> OTHER (see below)
JANITORIAL SERVICE AND UTILITIES INCLUDED ABOVE: <input type="checkbox"/> YES <input type="checkbox"/> NO	ANNUAL AMOUNT \$	RATE PER SQ. FOOT FOR JANITORIAL AND UTILITIES \$

DESCRIPTION OF PREMISES AND REMARKS:

0.646 acre on DeKalb-Peachtree Airport, Chamblee, Ga.

RELATED CONTRACTS:

INSTRUCTIONS: Offices indicated below sign original copy, retain copy indicated for your records, and return original to ASO-56. Program manager's signature indicates availability and reservation of funds.

TEM MM	<i>Dr. Lee Montgomery</i>	ASO-442	4/18/86
	(signature)		(date)
ASO-440			
ASO-420	<i>Paul S. Perry</i>		4/25/86
	(signature)		(date)
ASO-56	<i>Joseph L. Bryan</i>		4-9-86
	(signature)		(date)
	(signature)		(date)
	(signature)		(date)
	(signature)		(date)



U.S. Department  
of Transportation  
**Federal Aviation  
Administration**

# Route Slip

AUG 25 2004

To: **LIMS**

Date: 08/02/04

Subject: Supplemental Agreement #1 for Establishment of Lease area for Security Fencing around the ATCT @PDK Airport, Chamblee, Georgia

- |         |  |   |  |
|---------|--|---|--|
| Action: | <input type="checkbox"/> Per Your Request                | <input type="checkbox"/> Discuss With Me    | <input type="checkbox"/> Take Appropriate Action |
|         | <input checked="" type="checkbox"/> For Your Information | <input type="checkbox"/> For Your Approval  | <input type="checkbox"/> Please Answer           |
|         | <input type="checkbox"/> Per Our Conversation            | <input type="checkbox"/> For Your Signature | <input type="checkbox"/> Prepare Reply For:      |
|         | <input type="checkbox"/> Note and Return                 | <input type="checkbox"/> Comment            |  |

Remarks:

Wayne Simmons  
Real Estate Contracting Officer

Phone: 404 305-5772  
FAX: 404 305-5813

**ORDER FOR SUPPLIES OR SERVICES**

PAGE OF PAGES  
1 3

**IMPORTANT: Mark all packages and papers with contract and/or order numbers**

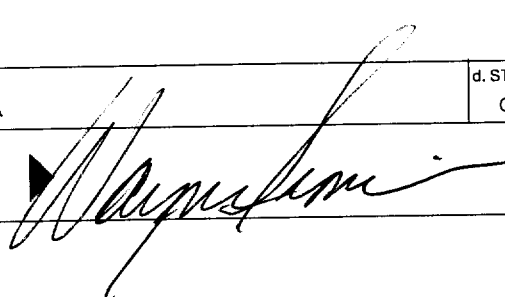
1. DATE OF ORDER 07/21/2004		2. CONTRACT NO. (If any)		6. SHIP TO:	
3. ORDER NO. DTFA06-86-L-10056		4. REQUISITION/REFERENCE NO. S0-04-00240-RE		a. NAME OF CONSIGNEE 7694320M	
5. ISSUING OFFICE (Address correspondence to)				b. STREET ADDRESS 694320 FEDERAL AVIATION ADMIN NORTH GEORGIA SSC (PDK) 1100 AVIATION BLVD. A	
d. CITY HAPEVILLE		d. STATE GA	e. ZIP CODE 303540000		
7. TO:					
a. NAME OF CONTRACTOR DEKALB COUNTY AIRPORT AUTHORITY				8. TYPE OF ORDER	
b. COMPANY NAME				<input checked="" type="checkbox"/> a. PURCHASE	
c. STREET ADDRESS 2572 COUNTY AIRPORT				REFERENCE YOUR:	
d. CITY AUBORN				e. STATE IN	
				f. ZIP CODE 46706	
9. ACCOUNTING AND APPROPRIATIONS DATA				10. REQUISITIONING OFFICE ASO-50 LOGISTICS DIVISION	

11. BUSINESS CLASSIFICATION (Check appropriate box(es))			
<input type="checkbox"/> a. SMALL	<input type="checkbox"/> b. OTHER THAN SMALL	<input type="checkbox"/> c. DISADVANTAGED	<input type="checkbox"/> d. WOMEN-OWNED
12. F.O.B. POINT Destination		14. BILL OF LADING NO.	15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) 07/27/2004
13. PLACE OF		16. DISCOUNT TERMS	
a. INSPECTION Destination	b. ACCEPTANCE Destination		

17. SCHEDULE (See reverse for Rejections)

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	**This is Real Estate Transaction** Correspondence with Airport Authority for the Installation of New Security Fence. Lease # DTFA06-86-L-10056 Land Lease ATCT, Chamblee, Ga; containing 0.646 Acres Continued ...					
SEE BILLING INSTRUCTIONS ON REVERSE	18. SHIPPING POINT	19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		17(h). TOTAL (Cont. pages)
	21. MAIL INVOICE TO:					
	a. NAME FAA ASO					\$0.00
	b. STREET ADDRESS (or P.O. Box)					\$0.00
c. CITY ATLANTA	d. STATE GA	e. ZIP CODE 30320				17(i). GRAND TOTAL

22. CONTRACTING AUTHORITY  
BY (Signature)



23. NAME (Typed)  
Wayne Simmons  
TITLE: CONTRACTING/ORDERING OFFICER





**DUPLICATE ORIGINAL**

DeKalb County

Contract No. 501644  
(formerly No. 86-3820)

DEPARTMENT OF TRANSPORTATION  
FEDERAL AVIATION ADMINISTRATION  
SOUTHERN REGION  
ATLANTA GEORGIA

AUG 5 2004

SUPPLEMENTAL AGREEMENT NO. 1  
Lease No. : DTFA06-86-L-10056  
Location : CHAMBLEE, GA  
Facility : ATCT

THIS SUPPLEMENTAL AGREEMENT, entered into this 21<sup>st</sup> day of July, in the year two thousand-four, between DEKALB COUNTY, GEORGIA and the United States of America acting by and through the DEPARTMENT OF TRANSPORTATION, Federal Aviation Administration (FAA), Southern Region, P. O. Box 20636, Atlanta, Georgia 30320, hereinafter called the Government;

WHEREAS, it is the desire of the parties to amend FAA Lease No. DTFA06-86-L-10056, dated March 25, 1986, whereby the Lessor grants to the Government the right to install, maintain and operate a Air Traffic Control Tower (ATCT).

NOW, THEREFORE, the parties hereto covenant and agree that said Lease Contract is hereby amended as follows without change in the terms and conditions specified therein unless otherwise herein provided effective April 5, 2003:

- 1.) The Lessor grants to the Government, the right to install at the Government expense an 700 LF of 7' & 1' Ornamental Fencing that will expand the lease area traversing the (ATCT) plot as shown on the attached Drawing No. SO-D-002526-L01, dated 10/31/2003.
- 2.) Security equipment to be installed is included on the attached FAA Drawing No. SO-D-002526-Y02, dated 04/22/2003.

The Lease areas legal description of FAA Lease No. DTFA06-86-L-10056, dated 25 March 1986 is deleted in its entirety and the following substituted therefore:

The fence line will not be placed on the actual lease line, but will be placed on the actual fence location line. The line for the location of the fence cannot be moved or relocated without the written consent of the lessor.

AUG 25 2004

Initials \_\_\_\_\_

DEPARTMENT OF TRANSPORTATION  
FEDERAL AVIATION ADMINISTRATION  
SOUTHERN REGION  
ATLANTA GEORGIA

Aug 05 2004

SUPPLEMENTAL AGREEMENT NO. 1  
Lease No. : DTFA06-86-L-10056  
Location : CHAMBLEE, GA  
Facility : ATCT

Lease Land Description ATCT Security Fence

All THAT TRACT OF LAND lying in and being part of Land Lot 279 of the 18<sup>th</sup> District, Dekalb County, Georgia on the Dekalb-Peachtree Airport Property, and being more particularly described as follows:

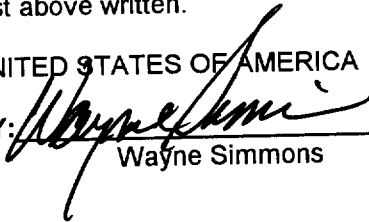
Beginning at a PK nail set S 07°53'04" E, a distance of 2225.5' from the centerline and end point of the runway presently designated as Runway 16; thence S 20°09'34" E, a distance of 125.00' to a PK nail set; thence S 58°38'08" W, a distance of 258.79' to a PK nail set; thence N 02°38'23" E, a distance of 121.09' to a PK nail set; thence N 64°57'01" E a distance of 19.70' to a point on the back of curb; thence with a curve turning to the left with an arc length of 5.16' with a radius of 6.07', with a chord bearing of N 02°50'21" E, with a chord length of 5.00', to a point on the back of curb; thence N 21°02'51"W, a distance of 15.38' to a point on the back of curb; thence with a curve turning to the right with an arc length of 53.30', with a radius of 39.75', with a chord bearing of N 22°41'14" E, with a chord length of 49.40', to a point on the back of curb; thence N 62°05'59" E, a distance of 7.22' to a point on the back of curb; thence with a curve turning to the left with an arc length of 5.32', with a radius of 3.88' with a chord bearing of N 07°56'42" E, with a chord length of 4.91', to a point on the back of curb; thence N 24°05'20"W, a distance of 27.31' to a 1/2" rebar set; thence N 65°59'19" E, a distance of 144.75' to a 1/2" rebar set; thence S 20°09'34" E, a distance of 36.49' to a PK nail set; which is the point of beginning, having an area of 35153.35 square feet, 0.81 acres.

All other terms and conditions of the Lease remain unchanged.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

UNITED STATES OF AMERICA

BY:

  
Wayne Simmons

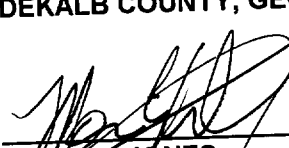
Real Estate Contracting Officer  
(official title)

7/21/04  
(date)

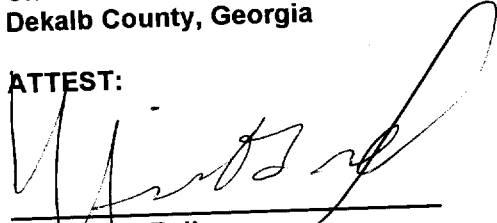
Initials\_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in six (6) counterparts, each to be considered as an original by their authorized representative, the day and date hereinabove written.

**DEKALB COUNTY, GEORGIA**

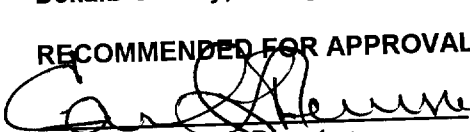
  
by Dir. (SEAL)  
**VERNON JONES**  
Chief Executive Officer  
DeKalb County, Georgia

ATTEST:


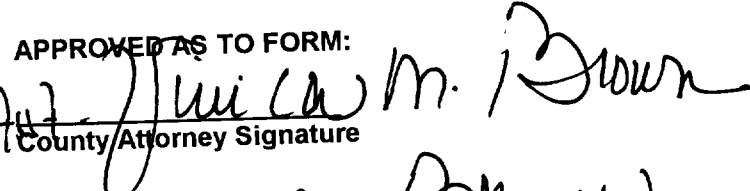
  
**Michael J. Bell**  
Ex Officio Clerk of the  
Chief Executive Officer and  
Board of Commissioners of  
DeKalb County, Georgia


**DeKalb County**  
Contract No. 501644  
(formerly No. 86-3820)

RECOMMENDED FOR APPROVAL:

  
**Carl L. Remmel, Director**  
DeKalb Peachtree Airport

APPROVED AS TO FORM:

   
County Attorney Signature

 **S. A. WILLIAMS** M. BROWN  
County Attorney Name (Typed or Printed)

Initials \_\_\_\_\_