LEASE AGREEMENT

FOR

T-HANGAR SPACE NO. A-23

BETWEEN

DEKALB COUNTY, GEORGIA

AND

CHARLES S. CONKLIN III

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STATE OF GEORGIA

COUNTY OF DEKALB

THIS LEASE AGREEMENT by and between DEKALB COUNTY, GEORGIA, a political subdivision of the State of Georgia (operator of DeKalb Peachtree Airport or PDK Airport), hereinafter referred to as "County" or "Lessor," and Charles S. Conklin III, hereinafter referred to as "Lessee."

WITNESSETH:

WHEREAS, the County is the owner of a tract of land in Land Lots 244, 245, 270, 279 and 280 of the 18th District of DeKalb County, Georgia, lying generally within an area bounded on the north by New Peachtree Road and Chamblee Tucker Road; on the west by Clairmont Road and Hardee Avenue; on the south by Dresden Drive; and on the east by Buford Highway, which is known as DeKalb Peachtree Airport, hereinafter referred to as "Airport;" and

WHEREAS, Lessee desires to lease a certain portion of the property on the Airport, hereinafter referred to as "T-Hangar Space"; and

NOW THEREFORE, for and in consideration of the Premises and covenants herein contained, and in further consideration of the payment of rent hereinafter stipulated, and of the terms and conditions herein set forth, the parties hereto do hereby agree as follows:

SECTION 1. LEASED PROPERTY AND TERM OF LEASE AGREEMENT.

A. Leased Property.

That the said Lessee on the date below leased from said County and said County has leased to said Lessee, and County does hereby grant to Lessee, the following described property:

Identified as T-Hangar Space No: A-23.

B. Term of Lease Agreement.

The Lease Agreement, beginning on June 1, 2025, is for a term of twenty-four (24) consecutive months. Unless terminated earlier in accordance with the termination provisions of this Lease Agreement, this twenty-four (24) month Lease Agreement will be automatically renewed on a twenty-four (24) month basis for four (4) additional twenty-four (24) month terms, for a total lifetime Lease Agreement term of ten (10) years. This Lease Agreement will terminate absolutely on May 31, 2035.

SECTION 2. COUNTY REPRESENTATIVE.

The County hereby designates the Airport Director or his/her agent as its representative through whom Lessee shall contact the County on all matters pertaining to this Lease Agreement.

SECTION 3. COUNTY'S RIGHT TO LEASE.

DeKalb County reserves the right to lease a T-Hangar to individuals only who may or may not be associated with a flying club, corporation, partnership, or limited liability company.

SECTION 4. USE OF LEASED PROPERTY.

Lessee covenants that he/she has a pecuniary interest in the specific airplane identified in Exhibit A, Aircraft Information Sheet, to this Lease Agreement, and that such aircraft has been properly certified and licensed by the Federal Aviation Administration.

Lessee covenants that he/she has full right to make and perform this Lease Agreement.

Lessee covenants and agrees that the leased space shall be used only for the storage of the airplane identified in Exhibit A, Aircraft Information Sheet, except as specified in Section 9, Airplane Registration, to follow.

As used in this Lease Agreement, the term ***AIRPLANE*** is defined as "an engine-driven fixed-wing aircraft heavier than air, that is supported in flight by the dynamic reaction of the air against its wings." (FAR Part 1: Definitions and Abbreviations - - §1.1 General definitions)

SECTION 5. AIRCRAFT INFORMATION SHEET.

Lessee shall complete **Aircraft Information Sheet**, identified as Exhibit A, with Airplane Registration, attached hereto and hereby incorporated herein and made a part hereof by reference.

SECTION 6. LEASE PAYMENT.

A. Rental.

Lessee agrees to pay to County, promptly on the first day of each month, in advance, during the term thereof, without any demand therefore and without any deduction or setoff whatsoever, a monthly rental of **Four Hundred and Forty Dollars and Ninety-Six Cents ($440.96)**. If the term of this lease begins on any day other than the first day of a calendar month, then Lessee shall pay to County, on the first day of the term, a pro-rata portion of the monthly rental rate stated above. In this instance the initial monthly rent will be prorated on a per diem basis.

If the Lease Agreement automatically renews, one of the following two actions will occur: at the beginning of each twenty-four (24) month automatic renewal period: (1) the monthly rent will increase by seven (7) percent; or (2) the monthly rent will increase in accordance with the Consumer Price Index ("CPI") using the United States Bureau of Labor Statistics Consumer Price Index All Urban Consumers, South Region, for the previous twenty-four (24) months ("CPI computation").

If the CPI computation is greater than seven (7) percent, Lessor shall apply the percentage derived from the CPI computation as the increase in the monthly rent over the next

twenty-four month period. If the CPI computation is seven (7) percent or lower, the monthly rent over the next twenty-four month period will increase by seven (7) percent.

The options outlined in this Section are available to the Lessor at the end of each twenty-four (24) month automatic renewal period. In no event will an adjustment provide Lessor with a monthly rental that is in an amount less than the previous twenty-four (24) month period monthly rental rate.

For the purposes of this Section "Consumer Price Index" shall be the Consumer Price Index for All Urban Consumers, South Region, issued by the U.S. Department of Labor Statistics. If the Consumer Price Index for All Urban Consumers, South Region, is discontinued, another CPI publication shall be selected by the Airport Director and approved by the County for utilization.

B. Security Deposit.

A security deposit equal to one (1) month's rent is required. The security deposit will be held by the County in an escrow account that will not accrue any interest for the Lessee. The security deposit will be refunded upon termination of the lease, unless the Lessee is in default at the time of termination. The security deposit will be forfeited for any default under this Lease Agreement. It is the Lessee's responsibility to provide the County with an adequate mailing address for the return of the security deposit. The County shall return the security deposit when, in the County's sole discretion, all terms of this Lease Agreement have been fulfilled.

C. Payment Information.

Unless and until notified otherwise by County, Lessee shall make all checks for all amounts due hereunder payable to the order of **DeKalb County Treasury and Accounting Services**. Payments shall be mailed to:

DeKalb County, Georgia
Treasury and Accounting Services
P.O. Box 71224
Charlotte, NC 28272-1224
Attention: Airport

No payment shall be considered made until the business day such payment is received at the above office, and if such day is a Saturday, Sunday or legal holiday, the first business day thereafter. Any payment received after 5:00 P.M., shall be considered received on the next business day.

D. Late Charge.

Anything herein to the contrary notwithstanding, County and Lessee hereby expressly covenant and agree that there shall be due and payable to County by Lessee, as of the eleventh (11th) day of each month during the term hereof, a Late Charge in an amount equal to $25.00, for each month Lessee fails to timely pay the full amount of rent due. The payment of said Late Charge by Lessee, and/or the acceptance thereof by County, shall not be construed as a waiver of any other right or remedy of County, exercisable by reason of Lessee's failure to make payment to County as and when due hereunder.

E. Events of Default by Lessee.

Each of the following events shall constitute an "event of default by Lessee," if Lessee remains in default more than ten (10) days after written notice from County:

(1) a person other than the Lessee secured possession of the T-Hangar, or any part thereof, by reason of any receivership, bankruptcy proceedings or other operation of law in any manner whatsoever.

(2) Lessee's failure to pay the monthly rental rate herein provided at the time herein fixed for payment thereof.

(3) Lessee's failure to pay the late charge at the time herein provided at the time herein fixed for payment thereof.

(4) Lessee's failure to provide County, in the manner and at the time provided herein, the correct address of the residence of said Lessee.

(5) Lessee's failure to keep, perform or observe any term, covenant or condition of this Lease Agreement to be kept, performed, or observed by Lessee.

No waiver by the parties hereto of any default or breach of any term, condition, or covenant of this Lease Agreement shall be deemed to be a waiver of any other breach of the same or any other term, condition, or covenant contained herein.

F. Results of Lessee's Default.

Upon the occurrence of an "event of default by Lessee," which remains in default more than ten (10) days after written notice from County, in addition to any other rights or remedies it may have, County shall have the right to any or all of the following (at its option):

(1) terminate the Lease Agreement;

(2) reenter and take possession of the T-Hangar and remove all persons and property therefrom, without being deemed guilty in any manner of trespass or conversion; and subsequent to said event, lease the T-Hangar and any part thereof, for all or any part of the remainder of said term, to a party satisfactory to County, and at such monthly rental as County may with reasonable diligence be able to secure. Should County be unable to lease to another party after reasonable efforts to do so, or should such monthly amounts paid to County by any subsequent Lessee be less than the total of: (a) all charges Lessee was obligated to pay under this Lease

Agreement, or renewal thereof, (b) the expenses involved in leasing to another party, and (c) any cost of preparing the T-Hangar for lease to another party, then Lessee shall pay the total amount of such deficiency to County as it becomes due hereunder;

(3) a lien upon all goods, chattels, or personal property of any description belonging to Lessee which are placed in, or become part of, the T-Hangar, as security for rent due and to become due for the remainder of the current rental term. Lessee hereby grants to County a security interest in all such personal property placed at the T-Hanger for such purposes. This shall not prevent the sale by Lessee of any merchandise in the ordinary course of business free of such lien to County;

(4) Should County exercise the option to terminate the Lease Agreement or reenter and lease the T-Hangar to another party, pursuant to an "event of default by Lessee," if any rent is due or to be due under this Lease Agreement, County may then take possession of all Lessee's property in the T-Hangar and sell the same at public or private sale after giving Lessee reasonable notice of the time and place of any public sale or of the time after which any private sell is to be made, for case on credit, or for such prices and terms as County deems best, with or without having the property present at such sale. The proceeds of such sale shall be applied first to the necessary and proper expense of removing, storing, and selling such property, then to the payment of any rental due or to become due under this Lease Agreement, with the balance, if any, to be paid by Lessee.

SECTION 7. LIABILITY.

A. Waiver of Homestead Rights.

Lessee hereby waives and renounces for himself and family any and all homestead exemption rights he or they may have under or by virtue of the laws of this State or the United States as against any liability that may accrue under this Lease Agreement.

B. Attorney Fees.

Lessee agrees to pay an additional fifteen percent (15%) on any part of the rental that may be collected by suit or by attorney after same has become due.

C. Abandonment.

Lessee agrees not to leave the Premises herein leased unoccupied, and not to do or permit any act which would vitiate the fire insurance policy upon said property to increase the insurance rate. Notwithstanding any other provision herein, Lessee expressly acknowledges and agrees that County does not and shall not be deemed to accept a surrender or abandonment of the T-Hangar, nor shall any action of County constitute a termination of this Lease Agreement, without express written notice thereof to Lessee.

D. Property.

At the termination of the lease term, Lessee shall surrender the T-Hangar in the same condition it was in on the first day of the lease term, with the exception of any additions or improvements previously approved by the Airport Director, which shall remain with the T-Hangar. Lessee shall remove all of his personal property and repair any damages caused by their use or removal.

If Lessee fails to remove such property prior to the expiration of the lease term, County may, with respect to any such property:

1. Remove such property, whereupon Lessee shall immediately reimburse County for the full cost of such removal; or

2. Consider such property to be abandoned to County, and deal with such property in such a manner as County deems appropriate, including retaining it for County's use and benefit.

3. County shall have the right to store, utilize, sell or otherwise dispose of any of Lessee's personal property remaining on the premises after the termination of this agreement and any and all of Lessee's improvements and facilities thereon. Any such property shall be considered County's property and title thereto shall vest in the County.

Lessee agrees to exonerate, indemnify and hold harmless the County against any claim made by a third party to property that has been disposed of by the County in accordance with the provisions of this agreement, and against litigation or actions initiated by a third party arising from the disposal of property under the terms of this Lease Agreement.

E. Assignment or Subletting.

Lessee shall not assign this Lease Agreement, or any interest therein, or sublet the T-Hangar, or any part thereof, or any right or privilege pertinent thereto.

F. Bankruptcy.

In the event bankruptcy or state insolvency proceedings shall be filed and sustained against Lessee, his heirs or assigns, in any Federal or State Court, it shall give the right to said County, his heirs or assigns, at their option, to immediately declare this Lease Agreement null and void, and to at once resume possession of the Premises. No Receiver, trustee, or other judicial officer, shall ever have any right, title, or interest in or to the above-described property by virtue of this Lease Agreement.

G. Tenant at Will.

If Lessee remains in possession of the premises after expiration of the term hereof, with County's acquiescence and without any express written agreement of the parties, Lessee shall be a tenant at will at 150% of the rental rate in effect at end of this Lease Agreement, plus all other amounts which would be due hereunder during the term hereof. There shall be no renewal of this Lease Agreement by operation of law.

SECTION 8. TERMINATION.

The County may unilaterally terminate this Lease Agreement, in whole or in part, for the County's convenience, or because of failure of the Lessee to fulfill the Lease Agreement obligations in any respect. The County shall terminate by delivering to the Lessee, with at least 30 days notice, a Notice of Termination specifying the nature, extent, and effective date of termination.

The Lessee may request to terminate this Lease Agreement by delivering to the Airport Director, as set forth in Section 2, in writing, a Request for Lease Agreement Termination, with at least thirty (30) days notice, specifying the reason and requested date of Lease Agreement Termination. The Request for Lease Agreement Termination will in no way relieve the Lessee of any obligations of the Lease Agreement until the termination is approved in writing by the County, and then only after all fees have been paid and an end-of-lease inspection has been scheduled and accomplished.

SECTION 9. AIRPLANE REGISTRATION.

Lessee shall provide to the Airport Director within thirty (30) days after execution of this Lease a copy of the airplane registration showing all owners for the airplane identified above. In the event that all owners/partners names are not reflected on the registration, a copy of the legal

airplane partnership must be provided with the registration. Copies of any subsequent changes of ownership/registration shall be provided to County no later than five (5) days after Owner's receipt of same. A bill of sale and a copy of the registration application made to the FAA will be provided in lieu of the airplane registration, until such time as the registration is received from the FAA. It shall remain the responsibility of the Lessee to provide to the County, a copy of the airplane registration within five (5) days that it becomes available.

1. In the event that Lessee does not own or lease an airplane as of the date of this Agreement, the monthly rent shall begin immediately.

2. Lessee must purchase or lease an airplane and provide a copy of insurance and registration to County as stated above no later than 60 days from the effective date of the Lease Agreement. Failure to do so will terminate this Agreement, and no rental fees will be refunded.

3. The Airport Director may, at his/her sole discretion, approve a request for extension beyond 60 days for the purpose of taking possession of an airplane. Such a request must be made in writing, and must be received by the Airport Director before the end of the 60 days specified above. A violation of this section constitutes grounds for immediate default and termination of the Lease Agreement.

4. It is incumbent upon Lessee to maintain a current registration of airplane and to provide a copy of the current registration to the Airport Director during the term of this Lease Agreement.

SECTION 10. INSURANCE

The Lessee shall, at Lessee's sole cost and expense, secure and maintain during the entire term of this Lease Agreement insurance coverage from good and responsible companies properly licensed to do insurance business in the State of Georgia, and acceptable to the County.

Certificate of Insurance.

1. A certificate of insurance, issued by the actual insurance company and not the insurance agent, shall be provided to the Airport Director, as designated agent for the County, upon execution of this Lease and shall provide proof of coverage from good and responsible companies properly licensed to do insurance business in the State of Georgia, and acceptable to the County. Certificate of Insurance shall evidence coverage as follows:

A. Aircraft Liability Coverage for Single Engine Piston Aircraft and for operations exposed to Single-Engine Piston Aircraft designated in this Agreement for a minimum of $1,000,000 *Combined Single Limit, including a minimum of $100,000 per passenger.*

Aircraft Liability Coverage for Multi-Engine Piston Aircraft and for operations exposed to Multi-Engine Piston Aircraft designated in this Agreement for a minimum of $1,000,000 Combined Single Limit, including a minimum of $100,000 per passenger.

Aircraft Liability Coverage for Turbo-Prop or Jet Aircraft and for operations exposed to Turbo-Prop or Jet Aircraft designated in this Lease Agreement for a minimum of $1,000,000.00 Combined Single Limit.

B. Airport Premises Liability Coverage for the T-Hangar designated in this Agreement for a minimum of $500,000.00 *Combined Single Limit.*

C. DEKALB COUNTY SHALL BE NAMED AS ADDITIONAL INSURED FOR AIRPORT PREMISES LIABILITY COVERAGE.

2. The Certificate of Insurance must be executed in accordance with the following provisions:

A. Certificate to contain policy number, policy limits, effective date of policy and policy expiration date, airplane registration number, and type of airplane, issued in accordance with this Lease Agreement;

B. Certificate to contain the location to which the insurance applies;

C. Certificate is to be issued to:

DeKalb County, Georgia
DeKalb Peachtree Airport
Room 212, 2000 Airport Road
Atlanta, Georgia 30341
Attention: Airport Director

D. Certificate shall contain notice that each of the policies provided for in this Section expressly provides that the policy shall not be canceled or altered without fifteen (15) days prior written notice to the County to the address in Paragraph 2.C. above.

Lessee shall keep all insurance coverages in effect during the term of this Lease Agreement. Lessee expressly agrees to provide to County proof of renewal coverage for all policies within five (5) days after renewal of policies. Lessee shall furnish to County a renewal certificate of insurance evidencing policies for the coverages stated herein.

Lessee expressly agrees that there shall be no lapse in insurance coverages, as stated herein. The County may at its option, without notice to Lessee, terminate this Lease Agreement, or in the alternative, County may reenter and take possession of the T-Hangar and remove all persons and property therefrom, without being deemed guilty of any manner of trespass if Lessee fails to provide acceptable proof of renewal coverages as stated herein.

If the T-Hangar is damaged or destroyed by fire, flood, or other casualty, Lessee shall give immediate written notice to County.

Should the Premises be destroyed or so damaged by fire as to become untenable, this Lease Agreement shall cease from the date of such destruction or damage.

If the T-Hangar should be totally destroyed by fire, flood, or other casualty, or if it should be so damaged, that rebuilding or repairs cannot reasonably be completed within ninety (90) days from the date of written notification by Lessee to County of the occurrence of the damage, then at the option of County this Agreement shall terminate and rent shall be abated for the unexpired portion of this Agreement, effective as of the date of said written notification.

If the T-Hangar should be damaged by fire, flood, or casualty, but not to such an extent that rebuilding or repairs cannot reasonably be completed within ninety (90) days from the date of written notification by Lessee to County of the occurrence of the damage, this Agreement shall not terminate, but County shall rebuild or repair such building and other improvement to substantially the same condition in which they existed prior to such damage. If the building and other improvements are to be rebuilt or repaired and are untenable in whole or in part following such damage, the rent payable hereunder during the period in which they are untenable shall be adjusted.

SECTION 11. RULES AND REGULATIONS.

Lessee agrees and covenants to faithfully and strictly comply with the Rules and Regulations contained in Exhibit B attached hereto and hereby incorporated herein and made a part hereof by reference, and such modifications thereto and additional rules and regulations which County may from time to time make and adopt for the safety, care and cleanliness of the Airport or for the preservation of good order therein.

SECTION 12. COMPLIANCE WITH LAWS AND REGULATIONS.

A. Subordination of Premises to U.S.A.

It is agreed and understood that this Lease Agreement, and the provisions hereof, shall be subject and subordinated to the terms and conditions of the instruments and documents under which DeKalb County acquired the Airport property from the United States of America and shall be given only such effect as will not conflict or be inconsistent with the terms and conditions of said instruments and documents.

B. Non-Discrimination.

Lessee agrees that in its operation and use of the Premises it will not discriminate against any person or group of persons on the grounds of race, color, national origin, religion, sex, age, or disability in any manner prohibited by the Federal Aviation Regulations, federal, State or local laws.

C. Airport Rules and Regulations.

The Lessee agrees to abide by all ordinances, rules and regulations concerning the Airport, operational safety, parking of airplane and other vehicles, fire prevention, and other matters as promulgated by the Airport Director or Governing Authority of DeKalb County, Georgia, copies of which rules and ordinances are available to Lessee in the office of the Airport Director.

D. State and Local Laws.

Lessee agrees to comply with all rules, orders, ordinances, regulations, and statutes of the State of Georgia, and of DeKalb County.

E. FAA Rules.

Lessee shall at all times conduct its business in a lawful manner and in compliance with the rules and regulations of the Federal Aviation Administration.

SECTION 13. USE AND PURPOSES OF OPERATION.

Lessee shall operate the T-Hangar for the use and purposes for which it is let as described in this Lease Agreement and in Rules and Regulations attached hereto as Exhibit B. The T-Hangar shall not be used for any commercial usage or purposes. Furthermore, Lessee is required to inform County or its agents of any unlicensed person or entity which may be operating on the Airport property, and, should said person or entity cause County to become liable because of action or inaction on Lessee's behalf while on Airport property, then Lessee shall indemnify County in full for any loss which may accrue to County.

SECTION 14. DAMAGE OR DESTRUCTION OF PREMISES.

A. Maintenance of T-Hangar by Lessee.

Lessee shall maintain the T-Hangar in good condition and repair, and in a safe and tenable condition. Lessee accepts the leased T-Hangar in its present condition and as suited for the use intended by Lessee. Lessee shall, at his own expense, keep and maintain the said T-Hangar and every part thereof in good order and repair, except portions of the T-Hangar to be repaired by County under the terms of this Lease Agreement. Lessee agrees to return said T-Hangar to County at the expiration of this Lease Agreement in as good condition and repair as when first received, natural wear and tear, damage by storm, fire, lightning, earthquake, or other casualty alone excepted.

No maintenance of any kind shall be conducted in the premises except preventative maintenance as is normally covered under part 43.3(g) of the Federal Aviation Regulations and

that can be performed by an aircraft owner without the assistance of an aircraft mechanic, unless such preventative maintenance is approved in writing in advance by the Airport *Director*. Lessee shall not perform maintenance on any vehicle or equipment of any kind other than the aircraft authorized including but not limited to automobiles, motorcycles, bicycles, boats and campers on the premises.

B. Alterations by Lessee.

Lessee shall not create any openings in the roof or exterior walls, nor make any alterations, additions, or improvements to the T-Hangar, nor shall partitions be removed nor any structural changes made in or to the T-Hangar, without the prior written consent of County. All alterations, additions, or improvements made by Lessee shall become the property of County at the termination of this Agreement at the sole discretion of the County; however, the Lessee shall promptly remove, if County so elects, all alterations, additions, and improvements, and any other property placed in or upon the premises by Lessee, and Lessee shall repair or pay to repair any damage caused by the alteration and any such removal.

Lessee shall have the right to erect or install shelves and bins, provided that Lessee complies with all applicable laws, ordinances, exhibits attached hereto, and governmental regulations, and does so without damaging the T-Hangar or the Airport.

SECTION 15. LESSOR'S RESPONSIBILITIES.

Lessor shall have the right to rearrange the Airport from time to time. Said rearrangement shall include the right to build any additional structures, buildings, drives, and parking areas, or otherwise alter the arrangement of the Airport in any way.

Lessor may enter the premises at any time to inspect the T-Hangar, to exhibit same to prospective tenants and to make repairs required of County under the terms hereof, or for the

purpose of maintaining or making repairs or alterations to the T-Hangar or County's adjoining property, if any.

Notwithstanding the above, Lessor will not enter the premises to make repairs required of County if any airplane is inside the hangar and if, in the sole opinion of the Airport Director or his representative, damage to the airplane and/or the contents of the hangar might ensue. In such instance(s), the airplane and/or the contents of the hangar will be required to be moved by the Lessee prior to any maintenance and/or other corrective action being undertaken or performed.

SECTION 16. LESSEE TO HOLD COUNTY HARMLESS.

The Lessee shall at all times exonerate, indemnify, and hold harmless the County from and against all claims or actions, and all expenses incidental to the defense of any such claims, litigation, and actions, based upon or arising out of any damage or injury (including death) to persons or property, including employees and property of the County (1) caused by, or (2) sustained on the Airport in connection with the performance of this Lease Agreement or conditions created thereby, and shall assume and pay for, without cost to the County, the defense of any and all claims, litigation, and actions, suffered through any act or omission of the Lessee, or anyone directly or indirectly employed by or under the supervision of the Lessee, or in any way arising out of the use and occupancy of the T-Hangar and/or Airport by the Lessee. The Lessee expressly agrees to defend against any claims brought or actions filed against the County where such claim or action involves, in whole or in part, the subject of the indemnity contained herein, whether such claims or actions are rightfully or wrongfully brought or filed.

SECTION 17. NOTICES.

For the purpose of this Lease Agreement, all notices to be given hereunder shall be in writing and shall be deemed given when deposited in the United States Mail, postage prepaid, certified, and addressed as follows:

A. LESSOR:

DeKalb County, Georgia
Purchasing and Contracting
1300 Commerce Drive
2nd Floor, Maloof Center
Decatur, Georgia 30030

With a copy to:
DeKalb Peachtree Airport
Room 212, Administration Building
2000 Airport Road
Atlanta, Georgia 30341
Attention: Airport Director

LESSEE:

Charles S. Conklin III
4630 High Point Road
Atlanta, Georgia 30342

In the event the address of Lessee as set forth herein is not or should ever cease to be the correct address of the residence of said Lessee, said Lessee is required to provide to County, in the manner by which notices are to be given under this Lease Agreement, such information in writing within ten (10) days after Lessee's change of address of said residence.

SECTION 18. VENUE.

This Lease Agreement shall be deemed to have been made and performed in DeKalb County, Georgia. For the purpose of venue, all suits or causes of action arising out of this Lease Agreement shall be brought in DeKalb County, Georgia.

SECTION 19. QUIET ENJOYMENT.

Lessor covenants that the Lessee, on paying the rent and other charges herein reserved and on keeping, observing and performing all the other terms, covenants, conditions, provisions

and agreements herein contained on the part of the Lessee to be kept, observed and performed, shall, during the term of this Lease Agreement, peaceably and quietly have, hold and enjoy the T-Hangar subject to the terms, covenants, conditions, provisions and agreements hereof.

Lessee covenants that it will not commit or suffer to be committed any act on the T-Hangar and/or Airport, which may disturb the quiet enjoyment of any other tenant.

SECTION 20. SUCCESSORS.

The provisions of this Lease Agreement shall bind and inure to the benefit of the heirs, successors, executors, and administrators of the parties hereto, and all of the parties hereto shall be jointly and severally liable hereunder. Nothing herein shall be construed as creating any personal liability on the part of any officers, representatives, servants, or employees of County.

SECTION 21. GEORGIA LAWS GOVERN.

This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Georgia.

SECTION 22. SEVERABILITY.

In the event any provision of this Lease Agreement is held to be unenforceable for any reason, the remainder of the Lease Agreement shall be in full force and effect and enforceable in accordance with its terms.

SECTION 23. SOLE AGREEMENT.

This Lease Agreement constitutes the sole agreement between the parties. No representations oral or written not incorporated herein shall be binding on the parties. Unless specified in this Lease Agreement, no amendment or modifications of this Agreement shall be enforceable unless approved by action of the Governing Authority of DeKalb County. The parties agree that the Lessee will be permitted from time to time to amend Exhibit A. The

amendment may be effected by submitting an updated Exhibit A to the Airport Director. Such amendment shall be limited to and solely for the purpose of amending the airplane registration and the aircraft make and model number.

SECTION 24. FORCE MAJEURE.

Neither County nor Lessee shall be required to perform any term, condition, or covenant in this Lease Agreement so long as such performance is delayed or prevented by any acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods, or any other cause not reasonably within the control of County or the Lessee and which by the exercise of due diligence County or Lessee is unable, wholly or in part, to prevent or overcome.

SECTION 25. CONTROLLING PROVISIONS.

In the event of a conflict between the Lease Agreement and Exhibit B attached hereto and hereby incorporated herein and made a part hereof by reference, the provisions contained in Exhibit B shall govern.

SECTION 26. LESSOR'S RIGHTS AND REMEDIES.

All rights and remedies of County under this Lease Agreement shall be cumulative, and none shall exclude any other right or remedy at law. Such rights and remedies may be exercised and enforced concurrently and whenever and as often as occasion arises.

SECTION 27. TIME IS OF THE ESSENCE.

Time is of the essence in this Lease Agreement.

SECTION 28. EXCLUSIVE USE AREA.

The entire leased area as defined is further designated as an "Exclusive Use Area" for use by the Lessee. As such, this designation provides that, in the event the Airport is assessed a fine or penalty by the FAA for breach of security regulations or a movement area incursion as a result

of the acts or omissions of the Lessee or any of its assigns, officers, agents, representatives, contractors, or invitees, the Lessee shall be required to reimburse the County promptly the full amount of any such fine or penalty paid by the County. In any proceeding by the FAA to investigate and assess such a fine or penalty involving the acts or omissions of the Lessee, the County shall provide the Lessee with reasonable notice of such proceedings and an opportunity to participate in any written submissions or hearings in connection with such proceedings.

SECTION 29. AIRPORT SECURITY AND ACCESS CONTROL.

A. Access to Non-Movement Area / Ingress and Egress.

Lessee shall have right of ingress to, and egress from, the Airport over Airport roadways, including the use of common-use roadway, expressly subject to such rules and regulations as may be established by the Airport Director. Lessee is granted only that vehicular access which is reasonably necessary to allow Lessee access to the T-Hangar once Lessee is on Airport property. Access to and egress from Airport by the Lessee shall be made into and out of only County Gate No. 7 / 11 / 16, located on Hardee Avenue, / the west side of Corsair Drive / the east side of Corsair Drive or County Gate No. 34 located on Clairmont Road. Vehicular access to all movement areas, whether active or inactive, is expressly prohibited by this Lease Agreement. For the purpose of this Lease Agreement, a movement area is any runway or taxiway utilized for taxiing, takeoffs, and landings of aircraft, exclusive of aircraft loading ramps, aircraft parking areas, and aircraft aprons and tie-down spaces.

B. Access Card.

Airport Administration will assign one (1) card to the Lessee only. A request by the Lessee for one or more additional cards shall be in writing and state the reason(s) or rationale why such card(s) is/are required. Any request for an additional card may or may not be approved

by the Airport Director at his/her sole discretion. The minimum information required for the issuance of any additional card will include the name, local address, contact phone number, and email address of the individual. A Twenty Dollar ($20.00) fee, payable to **DeKalb County**, will be charged for the issuance of an access card to each individual not defined as the Lessee. If a card is lost, stolen, or made unusable for any reasons, a Twenty-Five Dollar ($25.00) replacement fee will be required before a new card is issued.

The control and monitoring of access is paramount to Airport security. Accordingly, only authorized users with access to the Airport granted pursuant to this Lease Agreement may hold a card to access the Airport. Lost or stolen Airport-issued access cards shall be reported immediately by any means possible to Airport Administration, whereupon the loss or theft will be recorded, and the card will be made "inactive" at the access control point. "Reported immediately" means within twenty-four (24) hours or the next business day, not including weekends or holidays. A new card may then be issued by Airport Administration bearing a number different from the one lost or stolen.

It is incumbent upon Lessee to maintain a current Gate Access Information Form on file in the Airport office at all times during the term of this Lease Agreement.

C. Fraud and Intentional Falsification of Records.

(a) No person may make any fraudulent or intentionally false statement in any application for any security program, access medium, or identification medium.

(b) No person may make any fraudulent or intentionally false entry in any record or report that is kept, made or used to show compliance or exercise any privileges.

D. Security Responsibilities of Employees and Other Persons.

No person may:

(a) Tamper or interfere with, compromise, modify, attempt to circumvent, or cause a person to tamper or interfere with, compromise, modify, or attempt to circumvent any security system, measure, or procedure.

(b) Enter, or be present within a secured area without complying with the systems, measures, or procedures being applied to control access to, or presence or movement in, such areas.

(c) Use, allow to be used, or cause to be used, any airport-issued or airport-approved access medium or identification medium that authorizes the access, presence, or movement of persons or vehicles in secured areas in any other manner than that for which it was used by the appropriate authority.

E. "On Airport Driver's Safety and Training Guide for the DeKalb Peachtree Airport".

Any person given access to the Airport shall be required to read and acknowledge having read and understood the current edition of the above document provided by the Airport, to qualify for access to the Airport. A copy of the Safety Acknowledgment signature page will be kept in the Lessee's Lease Agreement file.

F. Airport Safety and Security.

In the interest of Airport safety and security, in the event Lessee fails to abide by this Section 29, Access to Non-Movement Area / Ingress and Egress, of this Agreement, the Chief Executive Officer (CEO) of DeKalb County and his/her designee, is authorized by the County's Governing Authority, at the CEO's sole discretion, to immediately declare this Lease Agreement void, to cancel the same without any legal proceeding and to reenter and take possession of the T-Hangar Space.

G. Aircraft Security.

As a tenant and leaseholder on the PDK Airport, Lessee acknowledges and understands his/her personal importance in keeping the airport in general and the assigned T-Hangar Space and aircraft in the assigned T-Hangar Space specifically as safe and secure as possible.

Consequently, Lessee voluntarily agrees to take one or more of the following actions when the aircraft is stored in the assigned T-Hangar Space at the PDK Airport:

(1) Lock the doors of the aircraft (if possible); and/or,

(2) Place a prop lock on the aircraft; and/or,

(3) Place a throttle lock on the aircraft.

(4) If the aircraft doors can be locked, Lessee shall accomplish either (2) or (3) above in addition to locking the aircraft doors.

(5) If the aircraft doors cannot be locked, Lessee agrees he/she shall accomplish either (2) or (3) or both above.

The T-Hangar and security locking devices on aircraft therein are subject to inspection by Airport staff at any time. If the aircraft doors can be locked and are not locked and/or one of the alternative methods of securing the aircraft is not being accomplished, in addition to or in lieu of the aircraft doors being locked as outlined above, Lessee acknowledges and agrees that this shall constitute an additional defaulting condition under Section 6., Lease Payment, subparagraph E. Events of Default by Lessee, and thereby also subject Lessee to the Provisions of Section 6., subparagraph F. Results of Lessee's Default.

[SIGNATURES CONTINUE ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in three counterparts, each to be considered as an original by their authorized representative on this ____ day of _____, 20____.

LESSEE: CHARLES S. CONKLIN III

By: _____
Signature

Charles Conklin
Lessee Name (Typed or Printed)

5/15/2025
Date Signed by Lessee

WITNESS:

_____

Signed, sealed and delivered as to Lessee in the presence of:

_____(SEAL)
Notary Public
My Commission Expires:

GORDON L OLSON
COMMISSION EXPIRES
NOTARY
PUBLIC
FULTON COUNTY, GEORGIA
July 23, 2027

LESSOR: DEKALB COUNTY, GEORGIA

_____by Dir.(SEAL)
LORRAINE COCHRAN-JOHNSON
Chief Executive Officer
DeKalb County, Georgia

_____
Date

ATTEST:

_____
BARBARA SANDERS-NORWOOD, CCC, CMC
Clerk of the Chief Executive Officer
and Board of Commissioners of
DeKalb County, Georgia

_____
Date

Signed, sealed and delivered as to County in the presence of:

_____(SEAL)
Notary Public
My Commission Expires:

_____

APPROVED AS TO SUBSTANCE:

_____
Airport Director
DeKalb Peachtree Airport

APPROVED AS TO FORM:

_____
County Attorney Signature

_____
County Attorney Name (Typed or Printed)

Exhibit A

AIRCRAFT INFORMATION SHEET
for
Lease Agreement for T-Hangar Space No. A-23
DeKalb Peachtree Airport

(CIRCLE ALL THAT APPLY) THE AIRCRAFT IS OWNED BY OR ASSOCIATED WITH:

An Individual only
Georgia Limited Partnership
Georgia General Partnership
Corporation
Limited Liability Company
Flying Club *

*Flying club is defined as a nonprofit entity organized for the express purpose of providing its members with any number of aircraft for their personal use and enjoyment only. Aircraft must be vested in the name of the club or owners on a pro-rata share. The club may not derive greater revenue from the use of the aircraft than the cost to operate, maintain and replace the aircraft. A flying club qualifies as an individual under FAA grant assurances and, as much, has the right to fuel and maintain the aircraft with its members. The sponsor has the right to require the club to furnish written documents and maintain a current list of members as reasonably necessary to ensure that the club is a nonprofit organization.

Note: If any of the above are circled other than "individual only", documents directly associating the Aircraft with the circled entity must be furnished prior to or contemporaneously with Lessee lease execution. The information shall include a list of all interested parties (club members, partners, directors, officers, etc.), including addresses and phone numbers of all interested parties.

Airplane Registration ("N") Number: N 55BE.

Airplane Make / Model: Cessna P 210 R.

Airplane Registered To: Penultimate 210R LLC.

Exhibit B

RULES AND REGULATIONS FOR ALL T-HANGAR SPACES AT DEKALB PEACHTREE AIRPORT

GENERAL

1. Lessee herein covenants and agrees that he will protect the rights, safety and property of other tenants by a strict adherence to the following rules and regulations for the Airport promulgated by the Airport Director as well as those ordinances pertaining to DeKalb Peachtree Airport set out in the Code of DeKalb County. Copies of such rules, regulations and ordinances are located in the office of the Airport Director and are available to Lessee during normal working hours. Lessee further agrees to abide by all rules and regulations of the Federal Aviation Administration, State of Georgia and County of DeKalb, and of all other duly constituted public authorities having jurisdiction. The violation of any below rules and regulations of the T-Hangar Policy shall constitute a violation of this Agreement, and upon proof thereof being submitted to the Airport Director by any person, shall be sufficient to void this Agreement on behalf of DeKalb County, who may immediately enter upon the premises and take possession without any legal proceeding.

2. Entities renting T-Hangars must abide by any additional specific instructions of the Airport Director concerning the use and maintenance of the T-Hangar space or use of the Airport in general. Any failure of such entity to comply with any such written instruction within ten (10) days of said notice will be a default under the Lease Agreement. Furthermore, should the Airport Director require that such entity comply with such a request in a period of less than ten (10) days, because in his opinion, the safety of the Airport or its Lessees may be jeopardized by failure to act in a shorter period of time, the failure of such entity to comply with any such written instruction within said time period will also be a default under the Lease Agreement.

SPECIFIC

3. Only airplanes that are covered by this Lease Agreement will be allowed in an entity's assigned space. Any other airplane may only be placed in said space upon written request to the Airport Director and his written approval.

4. If Lessee no longer has a pecuniary interest in the aircraft listed on Exhibit A attached hereto, Lessee must request to continue to rent the space for no longer than sixty (60) days without providing information to Lessor regarding replacement aircraft. Such a request must be received in writing, and must be received by the Airport Director within five (5) days from the date that Lessee no longer has a pecuniary interest in the airplane registered under Exhibit A. The Airport Director, at his discretion, may approve a request for a further extension beyond 60 days for the purpose of taking possession of another airplane. However, such a request must be in writing, and must be received by the Airport Director

before the end of original 60-day extension period. A violation of this section constitutes an immediate default of the Lease Agreement.

5. T-Hangar Lessee will only store an airplane and its related equipment in T-Hangar. No other vehicle other than an airplane as defined by relevant FAA rules and regulations may be used by Lessee to satisfy the various requirements of this Lease Agreement. T-Hangars are not to be used for other than aviation activities.

6. Parking: Lessee's automobiles may be parked in or directly in front of assigned Hangar so as to not interfere with adjacent T-Hangar Lessees or taxiing airplanes. If Lessee intends to remain off the Airport overnight with his airplane, his automobile must be parked inside his assigned T-Hangar or in authorized parking areas outside of the fence around the T-Hangar area. Antique autos, boats, additional cars, motorcycles, ATV's, or other airplane may not be stored in T-Hangar. The Airport Director or his/her representative shall have the right to remove any automobile, at Lessee's expense, that is parked in an unauthorized area.

7. T-Hangar Lessee agrees that the airplane assigned to the T-Hangar space will not be used for revenue producing flights emanating, connecting, or terminating at this Airport operating under Federal Aviation Regulation (FAR) Part 135 (Operating Requirements: Commuter and On-Demand Operations).

8. Lessee may install at his/her own expense within the premises a power winch or hand operated winch, and/or one (1) motorized towing vehicle built specifically for the towing of airplane, to assist with maneuvering and the hangaring of the airplane. However, any winch, powered or otherwise, may only be attached to the hangar floor and will not be attached in any way to the hangar structure. A request must be made by Lessee for the installation and attachment of any towing device, powered or otherwise, to the hangar floor in writing to the Airport Director prior to the installation of any such device. The device, at the sole discretion of the County, shall be removed by Lessee and the hangar returned to its original condition at the termination of the lease.

9. Lessee shall dispose of all waste oil in the approved containers designated for such purposes on each of the County's T-hangar ramps. Disposal of oil in drains, on the ground, or in any unapproved container shall result in the immediate termination of the Lease and reporting to the Georgia Environmental Protection Department (EPD). All solvents must be removed from and disposed of off Airport/County property. Disposal of solvents in any manner on Airport/County property shall result in the immediate termination of the Lease and reporting to the Georgia EPD, if required.

10. T-Hangars are for storage of assigned airplane only, and they are not to be used as workshops, repair shops, or maintenance shops for other individuals or other commercial activities. However, Lessee may store parts and accessories for the airplane registered for the premises within the T-Hangar, provided however, that storage of any parts,

accessories, hulls or incomplete airplane which are not manufactured for use on, or cannot be readily adapted for use on the airplane registered for the premises shall be prohibited.

11. Painting and major airplane repairs therein are prohibited. Lessee is permitted to perform scheduled and emergency maintenance on assigned airplane in accordance with appropriate FAR Part 43 (Maintenance, Preventive Maintenance, Rebuilding, and Alteration) by owner/pilot or by certified FAA mechanics who meet the prerequisites listed in paragraph 13 below.

12. Lessee shall be responsible for the conduct and actions of any visitors to the T-Hangars, and will not permit such visitors to solicit business from other Lessees on the Airport. (See Section 28. Exclusive Use Area)

13. Lessee shall be responsible for ascertaining the right of any vendor to do business in the T-Hangar area. The Airport can provide a listing of authorized vendors upon request. Any Lessee found doing business on Airport property with such vendor or vendors not on the authorized list shall be in default under the Lease Agreement.

    The Lessee further certifies that any individual performing maintenance on assigned airplane shall:

    A. Have a minimum of $1,000,000.00 Premises & Completed Operations Liability Insurance, as an individual or as an employee of a company with the above insurance,
    <u>and</u>;
    B. Hold an appropriate and current FAA certificate,
    <u>and</u>;
    C. Be registered with the Airport Director's office.

14. Heavy-duty padlocks are furnished with each Hangar. Lessee will not replace or remove these locks. If lock changes or additional keys are necessary for any reason, Lessee shall contact the Airport Director. Duplicate keys will not be authorized for other than assigned tenants.

15. Taxiing airplanes shall have right-of-way at all times over vehicular traffic.

16. Speed limit on T-Hangar ramp shall be 10 M.P.H. for both airplane and vehicular traffic.

17. T-Hangars may be inspected for safety and compliance with this Lease Agreement without notice and at any time by the Airport Director or his agent.

HANGAR SAFETY

18. DEFINITIONS*

    A. Flash Point. The minimum temperature at which a liquid gives off vapor in sufficient concentration to form an ignitable mixture with air near the surface of the liquid within the vessel.

    B. Flammable Liquid. A liquid having a flash point below 100°F (37.8°C) and having a vapor pressure not exceeding 40 lbs. per sq. in. (absolute) at 100°F (37.8°C). Class I flammable liquids include gasoline and AVGAS.

    C. Safety Can. An approved container having a spring-closing lid and spout cover and so designed that it will safely relieve internal pressure when subject to fire exposure.

19. All equipment for the storage, handling, and dispensing of flammable or combustible liquids shall be in accordance with NFPA 30.{SFPC 901.1.3}**

20. Containers, tanks, equipment and apparatus used or intended to be used for the storage, handling, use or sale of flammable or combustible liquids shall be of an approved type. {SFPC 901.3}

21. All flammable liquids, flammable and liquid compounds or mixtures, shall be conspicuously marked or labeled in easily legible type, which is in contrast by typography, layout or color with any other printed matter on the label. {SFPC 901.4.1}

22. A person shall not use, within a building or structure except a dwelling, any heating, lighting or cooking appliance, which uses Class I flammable liquids. {SFPC 901.5}

23. Dispensing device for flammable or combustible liquids shall be of an approved type. {SFPC 901.7.1} Such an approved type will be a safety can as defined above.

24. The maximum number of gallons of Class I flammable liquids that are allowed in a safety can is two (2) gallons. {Table 904A, Maximum Allowable Size of Containers and Portable Tanks. SFPC 901.3.3}

25. Class I flammable liquids shall not be dispensed within a room or building which contains sources of ignition. {SFPC 905.2.3}

26. No flammable or combustible liquid shall be dispensed into or removed from the fuel system of an airplane within any airplane hangar. {SFPC 3001.3.2} (no refueling/defueling operations).

27. No open flame, flame producing device or other source of ignition shall be permitted in any hangar. {SFPC 3001.4.4} This includes space heaters of any type.

28. No person shall run the engine of any airplane in any airplane hangar. {SFPC 3001.4.6}

29. No person shall smoke or produce any open flame on the outside of an airplane within 50 ft. of such airplane. A qualified person, i.e. airplane owner, is responsible for seeing that the passengers are not allowed to smoke when remaining aboard the airplane nor while going across the ramp from the gate to the airplane or vice versa. {SFPC 3002.8}

30. Painting within any hangar is prohibited.

31. Welding, sheet metal and media blasting within any hangar is prohibited.

32. Approved engine heaters are authorized for their stated purpose only.

33. Accumulation of rubbish, trash, rags, cans, grease, food items, gasoline and other combustible material in or about the T-Hangars cannot be tolerated for safety and/or hygienic reasons. Lessee shall keep his T-Hangar clean at all times, and it shall be subject to inspection by the Airport Director, or his/her designated representative, at any time, and if found to be a fire or accident hazard, Lessee shall be so informed and Lessee shall, within three (3) days of this notice, clean the Hangar to the Airport Director's satisfaction.

34. Furniture, freestanding storage bins and/or shelving, and workbenches in a hangar are acceptable if kept in the hangar for the quiet, personal enjoyment of the Lessee and his/her guests. However, if any piece of furniture draws rodent and/or bug infestation into the hangar or surrounding area(s), Lessee shall be so informed and Lessee shall, within three (3) days of notice, remove any and all effected furniture, and Lessee may be required to fumigate the area(s) to the Airport Director's satisfaction.

35. No airplane or vehicle of any type shall be parked on the T-Hangar apron overnight, or any time so as to constitute a hazard to taxiing airplanes, or so as to delay access to the Hangars for fire trucks, emergency equipment or other tenants.

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* National Fire Prevention Association (NFPA) 30-1984 / Flammable and Combustible Liquids Code (*as amended*)

** 1994 Standard Fire Prevention Code (SFPC) (*as amended*)