

Request for Proposals
to
Construct and Lease a Hangar Facility
at the
Pickens County Airport

ISSUE DATE: *May 28th, 2026*

RFP DUE DATE/TIME: *June 29th, 2026, 10:00 am*

SUBMIT RFP TO: **Pickens County Board of Commissioners**
1266 East Church Street
Jasper, Georgia 30143

Requests for information regarding this RFP solicitation should be directed to Lead Edge Design Group by calling Amanda Rostin at 770-846-3596, or by email at arostin@leadedgedesign.com.

PREPARED BY:
Lead Edge Design Group, Inc.
300 Parkbrooke Place, Suite 100
Woodstock, Georgia 30189



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SECTION I. PREFACE

The Pickens County Board of Commissioners is accepting sealed proposals from experienced businesses with proven qualifications to construct and lease a hangar facility at the Pickens County Airport. To this end, the Pickens County Board of Commissioners invites qualified firms to provide sealed proposals for services to construct and lease an aircraft hangar facility.

Interested parties may obtain the solicitation documents from the Pickens County Board of Commissioners as described herein.

Interested parties shall submit their proposal in the format as described herein.

Proposals received will be evaluated based on evaluation criteria as described herein.

This Request for Proposals shall in no manner be construed as a commitment on the part of the Pickens County Board of Commissioners to award or enter into an agreement with any Offeror. The Pickens County Board of Commissioners reserves the right to waive any irregularities in any proposal, to reject any or all proposals, to request additional information or ask for clarifications from any Offeror, to solicit new proposals, or to accept any proposal or no proposal at all which in the sole opinion of the Pickens County Board of Commissioners is deemed to be in their best interest.

SECTION II. NOTICE TO OFFEROR

Sealed proposals will be received by the Pickens County Board of Commissioners at 1266 East Church Street, Jasper, Georgia 30143 until **10:00 am, Monday, June 29th, 2026**. Proposals received after the stated time will not be accepted.

Proposals shall be placed in a sealed envelope marked "Construct and Lease a Hangar Facility at the Pickens County Airport" and addressed to Pickens County Board of Commissioners, 1266 East Church Street, Jasper, Georgia 30143. The envelope should include one (1) original and (4) copies of the proposal.

All proposals shall be valid for acceptance by the Pickens County Board of Commissioners for 120 days.

The Pickens County Board of Commissioners reserves the right to reject any or all proposals, to waive informalities, and to re-advertise or abandon this solicitation at their sole discretion. Nothing herein should be construed as a commitment on the part of the Pickens County Board of Commissioners to award a contract.

Offerors are required to submit all questions in writing to Lead Edge Design Group at arostin@leadedgedesign.com. **The deadline for Offeror's questions is 5:00 pm on Monday, June 22nd, 2026.**

Offerors are advised that the date, time, and location for submitting proposals or opening bids may be modified by Addendum, which must be acknowledged in the Proposal.

All material submitted in response to this RFP shall become the property of the Pickens County Board of Commissioners and will not be returned to the Offeror. The content of each Offeror's proposal shall become public information once a contract has been awarded.

SECTION III. GENERAL INFORMATION, TERMS, AND CONDITIONS

- A. This proposal is for the construction and lease of a hangar(s) at Pickens County Airport. The development is made up of Tract A, Tract B, Tract C and Tract D.

Tract A includes 43,140 square feet. The required hangar to be constructed on Tract A will be one (1) 120' – 150' x 100' metal building with a minimum 24' door opening.

Tract B includes 51,106 square feet. The hangars to be constructed on Tract B will be six (6) 50' x 60' metal buildings with a minimum 18' door opening. Hangar sizes for Tract B are dictated by site limitations.

Tract C includes 118,338 square feet. The required hangars to be constructed on Tract C will be eight (8) 60' x 60' metal buildings with a minimum 18' door opening.

Tract D includes 7,980 square feet. The required hangar to be constructed on Tract D will be one (1) 80' – 90' x 60' metal building with a minimum 18' door opening.

Hangar doors will be mechanically operated and remain within the boundary of building footprint. The hangar color will be as designated by the Pickens County Board of Commissioners. Aircraft stored in the hangar will pay ad valorem tax in Pickens County and will be listed in the FAA based aircraft database as a based aircraft at the Pickens County Airport.

Respondents can submit proposal(s) for one or all the proposed lease areas. The base proposal required for submission is as described. Innovative alternative proposals are encouraged, provided however, that they are clearly identified as such and all alternates from the base proposal are listed.

Respondents submitting proposal(s) will be responsible for the costs associated with all sitework construction including for automobile access to the site and automobile parking.

- B. A map of the lease areas is included in this Request for Proposals as "Proposed Lease Areas" color sketch. Utilities including electric, water and sewer are available at the sites.
- C. The Pickens County Board of Commissioners requests sealed proposals from qualified individuals for the construction and lease of the aircraft hangars as delineated in this Request for Proposal. All proposals shall be valid for acceptance by the Pickens County Board of Commissioners for 120 days.
- D. The awarded party shall be required to enter into a Ground Lease Agreement which will be developed upon notice of award to the successful Offeror. See draft ground lease attached. The terms of the final lease agreement are subject to change until executed by the Pickens County Board of Commissioners and Offeror.
- E. The terms of the lease may be changed at the sole discretion of the Pickens County Board of Commissioners at any time during the RFP process and/or prior to execution. If the terms change during the RFP process, notice of those changes will be provided to registered Offerors.

- F. Ground lease rates for the parcel will be proposed by the Offeror in the proposal with a minimum value of \$0.35 per square foot per year. Final ground lease rates for the tracts will be developed upon notice of award to the successful Offeror. The terms of the final lease agreement are subject to change until executed by the Pickens County Board of Commissioners and Offeror.
- G. The Pickens County Board of Commissioners reserves the right to reject any or all proposals and may, but is not required to, advertise for new proposals. The Pickens County Board of Commissioners further reserves the right to waive irregularities or technicalities in connection with any proposal and/or to seek additional clarifying information from any respondent.
- H. The Pickens County Board of Commissioners reserves the right to award the project to an individual or company that results in the overall best interest to the Pickens County Board of Commissioners.

SECTION IV. PROPOSAL SUBMISSION INSTRUCTIONS

To be considered, proposals must be submitted to the Pickens County Board of Commissioners no later than the date and time listed in this RFP. Proposals received after that time will not be considered and returned to the Offeror unopened.

Proposals must include all requested information. Failure to respond to any requested item may cause a proposal to be deemed non-responsive.

Due to the possibility of negotiation with all compliant Offerors, the identity of any Offeror or the contents of any proposal shall not be public information until after a contract award is made; and therefore, only the names of the Offerors submitting packages will be read aloud.

General Submission Instructions, Terms, and Conditions:

1. Proposals should be prepared simply and economically, providing straightforward information.
2. Proposals must be made in the official name of the offering firm or individual under which business is conducted.
3. The proposal cover letter and proposal form must be signed in ink by a representative of the Offeror duly authorized to legally bind the Offeror submitting the proposal.
4. Offerors should submit one (1) clearly identified original and four (4) copies of their proposal. The Pickens County Board of Commissioners will not photocopy the proposal documents for the purpose of complying with this provision requiring a pre-determined number of duplicate copies. Failure to provide the required number of complete duplicate copies may result in proposal rejection.
5. Proposals must be submitted in a sealed envelope and include all requested information.
6. Proposals should be labeled as follows:
 - a. Offeror Name
 - b. Proposal Title
 - c. Closing Date
7. Proposals may be delivered via mail/express delivery or hand-delivery and should be in receipt of the Pickens County Board of Commissioners by the date and time listed in this RFP. The physical address (for express mail and hand delivery) and mailing address for this proposal:

Pickens County Board of Commissioners
1266 East Church Street
Jasper, Georgia 30143

Proposals will not be accepted via fax or email. All proposals will become the property of the Pickens County Board of Commissioners upon submission.

8. Content pages excluding cover letter, exhibits, and tab dividers shall not exceed 30 pages.
9. To achieve a uniform review process and allow for adequate and fair comparability, proposals must meet the following requirements:
 - a. Bound along the left margin in a manner selected by the Offeror.
 - b. Include a cover letter.
 - c. Printed on letter-size paper (8½ x 11)
 - d. Printed in single-space format.
 - e. Printed with one-inch margins left, right, top and bottom.
 - f. Font size at least 12 points
 - g. Single-sided
 - h. Each page should be consecutively numbered.
 - i. Header or Footer with the Offeror's name
10. The response should contain a cover letter and introduction, including the firm's name and address, and the name and telephone number of the person(s) authorized to represent the Offeror regarding all matters related to the proposal. The cover letter should also contain the following statement:

"We have read the Pickens County Board of Commissioners Request for Proposals to Develop and Operate Aircraft Hangar Facility at the Pickens County Airport and fully understand its intent. We certify that we have adequate personnel and capabilities to provide the offer as stated in our proposal. We further understand that our ability to meet the criteria and provide the best value to the Pickens County Board of Commissioners shall be judged solely by the Pickens County Board of Commissioners."

11. In addition, the cover letter must certify the following:
 - a. The response is not made in the interest of or on the behalf of any person not named therein.
 - b. The Offeror has not directly or indirectly induced or solicited any person to submit a false response or to refrain from submitting a proposal.
 - c. The Offeror has not in any manner sought by collusion to secure an advantage over any other respondent.
 - d. The Offeror acknowledges and accepts all terms and conditions included in this RFP.
 - e. The Offeror and key professionals do not have nor anticipate a potential conflict of interest with the Pickens County Board of Commissioners or Pickens County.
 - f. Each Offeror must include pro-forma of its financial plan indicating the proposed annual rents that will be paid to the Pickens County Board of Commissioners, the total amount of investment to be made by the Offeror, and the anticipated annual operating and maintenance expenses. The financial plan must indicate the proposed sources of funds the Offeror intends to use for the development of all facilities.
 - g. Each Offeror must submit documentation establishing its financial capacity to complete the proposed development. Each Offeror shall provide a letter from a financial

institution communicating its commitment to provide the Offeror with the funds needed to construct all proposed facilities, or that the Offeror has sufficient funds to complete construction without borrowing.

12. Essential Elements of Proposals including specific development

Proposals must include and will be evaluated on the following:

- Cover Letter
- Proposal form(s) from Section VII
- Financial plan: pro-forma and letter from financial institution.
- Economic development plan: economic impact to community including ad valorem amount from aircraft to be stored in hangar, fuel sales, job creation, and community investment.
- Qualifications and experience: recent and related experience in similar development.
- Capital investment in the project.

Offerors must address and discuss each area contained in paragraph 12 above. Offerors should provide conceptual drawings if available with their proposal.

13. Option for Oral Presentations

The Pickens County Board of Commissioners shall have the option to invite offerors to make oral presentations, to provide an opportunity for evaluating an Offeror through the presentation of its proposal. The Pickens County Board of Commissioners may limit the number of oral presentations conducted to those Offerors ranking highest after initial evaluation of proposals. Offerors will not be informed of their rank at the time of the oral presentations.

The time allotments and the format shall be the same for all oral presentations. Offerors will be given notice of at least five (5) business days prior to the date of an oral presentation.

14. Effective Period of Proposals

Proposal responses remain in effect for at least one hundred and twenty (120) days from the submission deadline and thereafter until either the Offeror withdraws their response in writing, a contract is executed, or the RFP is canceled, whichever occurs first.

15. Disqualification of Proposals

Proposals received after the submission deadline will be considered late and shall be automatically disqualified.

Proposals that are not responsive or fail to comply with the mandatory requirements of this RFP shall be deemed non-responsive and shall be disqualified. Non-responsive proposals can include, but not be limited to, those that fail to address or meet any mandatory item, and

those submitted in insufficient number or incorrect format.

Collusion by two or more Offerors agreeing to act in a manner intended to avoid or frustrate fair and open competition is prohibited and shall be grounds for rejection or disqualification of a proposal or termination of a contract.

16. Right of Rejection

Notwithstanding any other provisions of this RFP, the Pickens County Board of Commissioners reserves the right to reject all responses, to waive any irregularity or informality in a response, and to accept or reject any item or combination of items, when to do so would be to the advantage of the Pickens County Board of Commissioners. It is further within the rights of the Pickens County Board of Commissioners to reject responses that do not contain all elements and information requested in this document.

17. Award of Contract

The Offeror to whom the contract is awarded shall be required to enter a written contract with the Pickens County Board of Commissioners. This RFP and responses, or any part thereof, may be incorporated into and made a part of the final contract. The Pickens County Board of Commissioners reserves the right to negotiate the terms and conditions of the contract.

18. Financial Responsibility

The Offeror understands and agrees that the Pickens County Board of Commissioners shall have no financial responsibility for any costs incurred by the Offeror in responding to this RFP. The successful Offeror shall be solely responsible for meeting all terms and conditions specified herein, its proposal, and any resulting contract. The Offeror's signature on a proposal submitted in response to this RFP guarantees that the prices submitted have been established without collusion with other eligible vendors and without effort to preclude the Pickens County Board of Commissioners from obtaining the best possible competitive proposal.

19. Evaluation Award Criteria

The factors to be used in evaluating the responses will include the following:

- a. Financial plan (0-40 points)
- b. Economic impact to community including ad valorem amount from aircraft to be stored in hangar, fuel sales, job creation, and community investment. (0-40 points)
- c. Qualifications and Experience: capability of Offeror, including recent and related experience in similar development. (0-20 points)

Total Points available up to one hundred points.

The Pickens County Board of Commissioners reserves the right to negotiate with the highest ranked respondent.

SECTION V. CONTRACT PROVISIONS

PUBLIC ACCESS TO PROCUREMENT INFORMATION: No such documents or other documents relating to this procurement will be presented or made otherwise available to any other person, agency, or organization until after award. Commercial or financial information obtained in response to this RFP, which is privileged and confidential, will not be disclosed. Such privileged and confidential information includes information which, if disclosed, might cause harm to the competitive position of the offeror supplying the information. All Offerors, therefore, must visibly mark as "Confidential" each part of their proposal, which they consider containing proprietary information.

BASE PROPOSAL: The base proposal required for submission is as described in Section III General Information, Terms, and Conditions.

ALTERNATES: Innovative alternative proposals are encouraged, provided however, that they are clearly identified as such and all alternates from the base proposal are listed.

SECTION VI. PROPOSED LEASE AREA DESCRIPTION

See "Proposed Lease Areas" color sketch.

SECTION VII.

PROPOSAL FORM – TRACT A (Submit this Form with Proposal)

1. We are offering to execute a ground lease at the Pickens County Airport. We will design and build the hangar(s) and pay to the Pickens County Board of Commissioners a ground lease price of \$_____ (minimum of \$0.35 per square foot per year) for 30 years for approximately 43,140 square feet at the Pickens County Airport.

2. We will provide the following capital investment and type of business that will occupy the property:

3. Ad valorem amount from aircraft to be stored in hangars:

4. Estimated fuel sales per year:

5. Estimated jobs created:

6. List any community related investments:

Signature: _____

Respondent's Name: _____

Address: _____

City: _____ **State:** _____ **Zip:** _____

Email: _____ **Phone#** (____) _____

Date: _____

ACKNOWLEDGEMENT OF ADDENDA - Offeror hereby acknowledges receipt of all Addenda

through and including:

Addendum No. _____, dated _____.

Addendum No. _____, dated _____.

Addendum No. _____, dated _____.

Addendum No. _____, dated _____.

PROPOSAL FORM – TRACT B (Submit this Form with Proposal)

1. We are offering to execute a ground lease at the Pickens County Airport. We will design and build the hangar(s) and pay to the Pickens County Board of Commissioners a ground lease price of \$_____ (minimum of \$0.35 per square foot per year) for 30 years for approximately 51,106 square feet at the Pickens County Airport.

2. We will provide the following capital investment and type of business that will occupy the property:

3. Ad valorem amount from aircraft to be stored in hangars:

4. Estimated fuel sales per year:

5. Estimated jobs created:

6. List any community related investments:

Signature: _____

Respondent's Name: _____

Address: _____

City: _____ **State:** _____ **Zip:** _____

Email: _____ **Phone#** (____) _____

Date: _____

ACKNOWLEDGEMENT OF ADDENDA - Offeror hereby acknowledges receipt of all Addenda through and including:

Addendum No. _____, dated _____.

Addendum No. _____, dated _____.

Addendum No. _____, dated _____.

Addendum No. _____, dated _____.

PROPOSAL FORM – TRACT C (Submit this Form with Proposal)

1. We are offering to execute a ground lease at the Pickens County Airport. We will design and build the hangar(s) and pay to the Pickens County Board of Commissioners a ground lease price of \$_____ (minimum of \$0.35 per square foot per year) for 30 years for approximately 118,338 square feet at the Pickens County Airport.

2. We will provide the following capital investment and type of business that will occupy the property:

3. Ad valorem amount from aircraft to be stored in hangars:

4. Estimated fuel sales per year:

5. Estimated jobs created:

6. List any community related investments:

Signature: _____

Respondent's Name: _____

Address: _____

City: _____ **State:** _____ **Zip:** _____

Email: _____ **Phone#** (____) _____

Date: _____

ACKNOWLEDGEMENT OF ADDENDA - Offeror hereby acknowledges receipt of all Addenda through and including:

Addendum No. _____, dated _____.

Addendum No. _____, dated _____.

Addendum No. _____, dated _____.

Addendum No. _____, dated _____.

PROPOSAL FORM – TRACT D (Submit this Form with Proposal)

1. We are offering to execute a ground lease at the Pickens County Airport. We will design and build the hangar(s) and pay to the Pickens County Board of Commissioners a ground lease price of \$ _____ (minimum of \$0.35 per square foot per year) for 30 years for approximately 7,980 square feet at the Pickens County Airport.

2. We will provide the following capital investment and type of business that will occupy the property:

3. Ad valorem amount from aircraft to be stored in hangars:

4. Estimated fuel sales per year:

5. Estimated jobs created:

6. List any community related investments:

Signature: _____

Respondent's Name: _____

Address: _____

City: _____ **State:** _____ **Zip:** _____

Email: _____ **Phone#** (____) _____

Date: _____

ACKNOWLEDGEMENT OF ADDENDA - Offeror hereby acknowledges receipt of all Addenda through and including:

Addendum No. _____, dated _____.

Addendum No. _____, dated _____.

Addendum No. _____, dated _____.

Addendum No. _____, dated _____.

SECTION VIII: NONCOLLUSION AFFIDAVIT

(This Affidavit is Part of Bid)

STATE OF _____

COUNTY OF _____

_____, being first duly sworn, deposes and says that

1. He is (Sole owner, a partner, president, secretary, etc.) of _____ the party making the foregoing Proposal or BID
2. That such BID is genuine and not collusive.
3. That said BIDDER has not colluded, conspired, connived, or agreed, directly or indirectly, with any BIDDER or person, to put in a sham BID, or that such other person shall refrain from bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the Bid Price of affiant or any other BIDDER, or to fix any overhead, profit or cost element of said Bid Price, or of that of any other BIDDER, or to secure any advantage against OWNER any person interested in the proposed Contract; and
4. That all statements in said Proposal or Bid are true; and further,
5. That such BIDDER has not, directly or indirectly submitted this BID, or the contents thereof, or divulged information or data relative thereto to any association or to any member or agent thereof.

 (Bidder) (Title)

Sworn to and subscribed before me this _____ day of _____, 20____.

Notary Public in and for

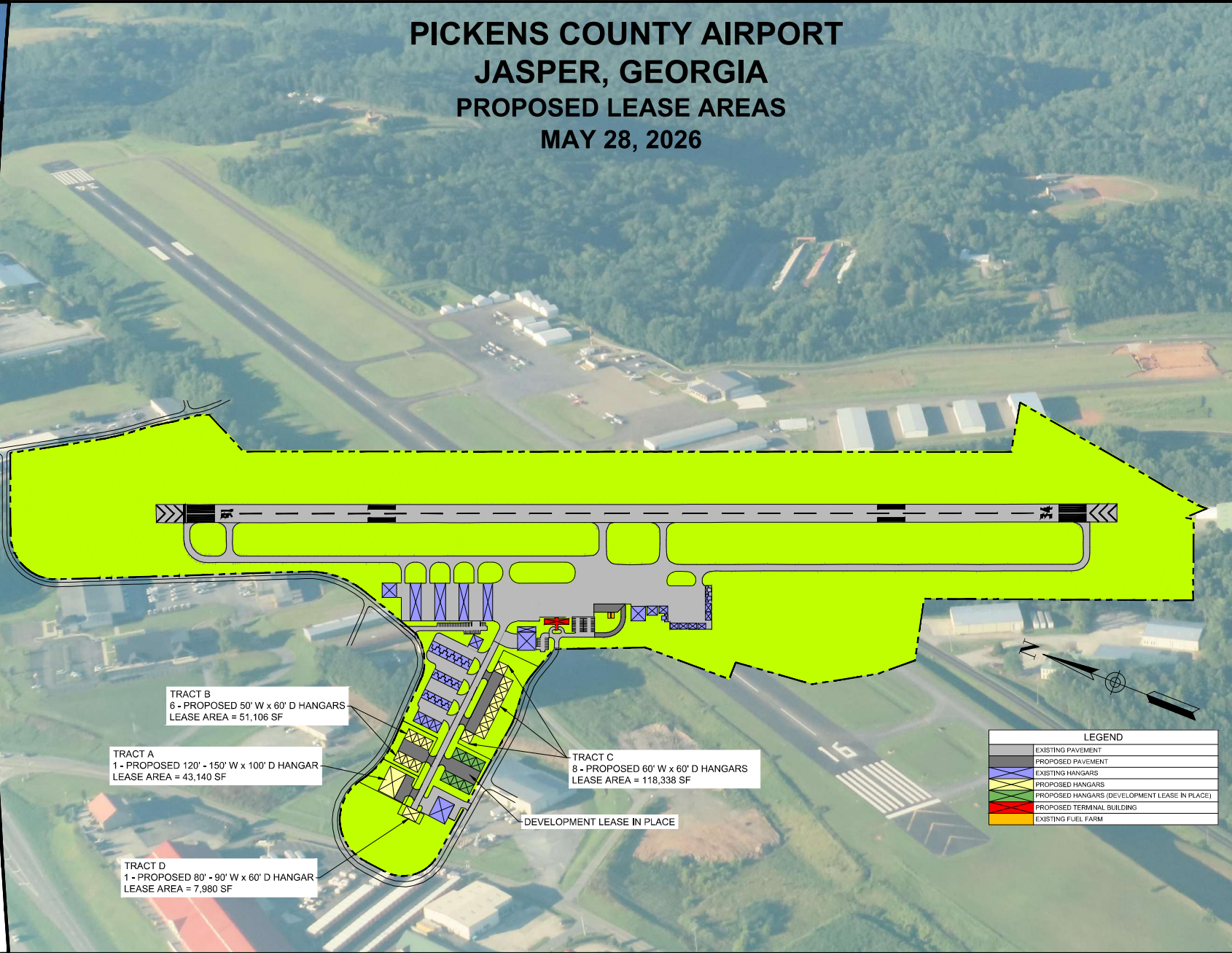
County _____

My Commission expires _____, 20____.

(SEAL)



PICKENS COUNTY AIRPORT JASPER, GEORGIA PROPOSED LEASE AREAS MAY 28, 2026



**PICKENS COUNTY AIRPORT
LAND LEASE AGREEMENT
Aviation Hangar Land Lease For Aeronautical Use**

This agreement is entered into by and between the parties, PICKENS COUNTY BOARD OF COMMISSIONERS, referred to as “Lessor” and _____ herein referred to as “Tenant.”

The Lessor hereby leases to the Tenant and the Tenant hereby leases from the Landlord the real estate described:

Hanger Building H-___, Pickens Co. Airport Rd., Jasper, GA 30143, Parcel No. _____ Pickens Co. District __, on which hangar H-___ sits on being a part of the Pickens County Airport, Jasper, Georgia (“Leased Premises”).

1.

The rental rate for the Property shall be \$. ___ per square foot per year for the square footage of _____ (_____) for an annual rental of \$_____. Said rent shall be due on or before January 5th of each year during this lease, with an amount prorated as to the beginning date due when this lease is signed. This rental rate shall be adjusted each year on January 5th by multiplying the current rental rate by the most current Consumer Price Index that was published prior to January 5th of the current year and adding that to last year’s rental rate. Tenant shall pay the higher of either this changed rental rate or last year’s rental rate.

2.

The term of this lease shall be from _____ __, 202_ to _____ __, 202_ for a thirty (30) year term. At the end of the thirty-year lease term, the buildings and improvements will revert back to the Pickens County Board of Commissioners.

3.

In addition to the Property subject to this Lease, Lessor during the term of this Lease, grants and conveys to Tenant, an easement for ingress, egress, placement and maintenance of

utilities, and other reasonable and necessary purposes over and across that portion of the Airport reasonably necessary to construct the Hangar on the Property.

4.

The terms, conditions, warranties and representations made by Tenant in its application to Lessor are incorporated herein and made a part hereof. Without any limitation to the foregoing, Tenant specifically agrees to construct the hanger referenced in said application according to the design, plans, and specifications contained therein.

5.

All hangar construction activities by Tenant shall be completed in a manner so as to cause minimal conflict with Airport activities and in any event shall be completed within eighteen (18) months from the execution of the lease. Tenant shall allow no materialman's or other lien to attach to the Leased Premises or improvements, except as specifically approved in advance in writing by Lessor. Tenant indemnifies and holds Lessor harmless from any and all claims arising due to the construction of any improvements on the Leased Premises whether in contract or due to injury or damage to persons or personal property on the Leased Premises due to said construction.

6.

Tenant shall not assign or sublease this lease without prior written approval from Lessor. Tenant agrees and consents to an assignment or sublease of this lease by Lessor to the Pickens County Board of Commissioners, and upon written notice from the Pickens County Board of Commissioners of said assignment or sublease, agrees to be bound by its terms.

7.

It is agreed that the property is accepted as is and that Tenant shall be responsible for any damage or contamination to said property, for the term of this lease. Tenant agrees that use of said property is to be restricted to aeronautical uses, to include aircraft storage and any other aviation related activity that is approved by Lessor.

8.

Tenant is responsible for all utilities. Tenant shall be responsible for property tax on said building and contents. Tenant agrees to maintain in good condition all buildings on leased property for the duration of lease. Tenant hereby releases Lessor from liability for any damage or loss to either person or property of Tenant, and all other persons, occasioned by fire, theft, vandalism, rain, windstorm, hail or any other Act of God, whether said cause the direct, indirect, or merely a contributing factor in producing the loss of any property included, but not limited to any airplane, automobile, personal property, parts or surplus that may be located or stored on said property, offices, aprons, field or any other location at Airport; and Tenant agrees that the aircraft, and their contents are to be stored, whether on the field or in the hangars, at Tenant's risk. Lessor shall have the right to enter the Leased Premises for safety and fire inspections.

9.

Tenant shall be required to return at least all aircraft for ad valorem taxes in Pickens County, Georgia; Tenant agrees to house in said hangar aircraft based in Pickens County at the Pickens County Airport for the term of lease.

10.

Tenant shall provide Lessor with such information as Lessor determines to be necessary and proper in order to protect the operational interest of Airport. Such information shall include, but not be limited to, name, address and telephone numbers for contact. Tenant warrants the accuracy and agrees to update information within seven (7) days of any changes.

11.

Tenant and every person entering the Leased Premises or Airport as a member, guest, employee or invitee of Tenant shall abide by all laws, rules, regulations, and ordinances of the U.S. Federal Government (including the Federal Aviation Administration), the State of Georgia, Pickens County, Georgia and the City of Jasper, Georgia. Tenant shall be responsible for ensuring that any person entering the Airport or Leased Premises as a guest, member, employee or invitee of Tenant abides by all such rules. Failure to do so may result in termination of this lease.

12.

Tenant is obligated to maintain liability insurance on all aircraft with current airworthiness certificates. Tenant shall be responsible for obtaining said insurance and will provide Lessor with a certificate of insurance naming Lessor as an additional insured which will be kept in the Airport Manager's office. Said policy shall also contain a waiver of subrogation in favor of Lessor, a minimum of three hundred thousand dollars (\$300,000.00) coverage for fire legal liability, and hangar keepers liability coverage (including aircraft hull liability coverage) in the amount of Tenant's highest valued airplane maintained on the Leased Premises.

13.

Tenant shall also maintain adequate the Leased Premises liability coverage on the building and its contents at a minimum of one million dollars (\$1,000,000) per occurrence, and hereby holds Lessor, its agents and employees harmless as to claims made by third parties as a result of Tenant having use of the Leased Premises. Tenant shall be responsible for obtaining such insurance and will provide Lessor with a certificate of insurance naming Lessor as additional insured which will be kept in the Airport Manager's office. Said policy shall also contain a waiver of subrogation in favor of Lessor and a minimum of three hundred thousand dollars (\$300,000.00) coverage for fire legal liability.

14.

Tenant is obligated to maintain fire and extended coverage insurance on all buildings in an amount equal to replacement cost of said buildings. Tenant will furnish proof of such insurance which will be kept at the Airport Manager's office. Said policy shall name Lessor as an additional insured. Said policy shall also contain a waiver of subrogation in favor of Lessor and a minimum of three hundred thousand dollars (\$300,000.00) coverage for fire legal liability.

15.

It is understood and agreed that all buildings, persons, bags and vehicles on or entering the Airport are subject to security searches and that persons may be denied entry at the discretion of the owner, Lessor, and the Airport Manager. Tenant expressly consents to said search.

16.

Tenant shall not release, nor shall tenant permit any employee, contractor, agent, or invitee to release, any Hazardous Material on the Leased Premises, into the air or the surrounding land, surface water, or ground water. Tenant shall obtain and maintain all necessary permits, approvals, registrations, certificates, and authorizations (“Permits”) required under applicable Environmental Laws for the Leased Premises and petroleum equipment, and Tenant shall be responsible for all related costs, fees, and charges. Where cooperation of Lessor is necessary to obtain any such Permits, Lessor shall provide such cooperation but shall not be compelled to become a permittee or co-permittee, and all costs, fees, and charges shall be reimbursed by Tenant within thirty (30) days of presentation of Lessor’s statement of same. Upon request by Lessor, Tenant shall provide Lessor with copies of all reports, studies, complaints, claims, directives, citations, demands, inquiries, notices of violation, or orders relating to Hazardous Material at or emanating from or to the Leased Premises, at any time, or any alleged non-compliance with Environmental Laws at the Leased Premises, reasonably promptly (and in no event later than thirty (30) days after such documents are provided to or generated by Tenant). To the extent tenant is required under applicable Environmental Laws or by governmental authorities having jurisdiction to report a release of Hazardous Material at, on, under, or from the Leased Premises, Tenant also shall promptly notify Lessor of any release of Hazardous Material at, on, under, or from the Leased Premises and promptly shall abate and remove any such releases as required by applicable Environmental Laws and governmental authorities having jurisdiction. Tenant agrees to indemnify and hold Lessor harmless from any and all claims, damages or actions of any nature arising from or related to any release of a Hazardous Substance on, under or upon the Leased Premises by Tenant or its agents, employees or invitees.

17.

Tenant shall be in default hereunder if (a) Tenant fails to pay when due Rent and any other sums due under this lease; or (b) Tenant fails to observe and perform any of the other terms, covenants and/or conditions of this lease, including but not limited to its failure to comply with the Rules and Regulations of the Pickens County Airport. Lessor may terminate the lease and take such other actions as are provided for herein upon lease termination or such other measures as are allowed by law if such default shall continue for more than ten (10) days after written notice from Lessor to Tenant. If the nature of a default under (b) above is such that it cannot reasonably be cured within the aforesaid cure period, and work thereon

shall be commenced within said period and diligently prosecuted to completion, then Lessor's rights under this Paragraph shall be inapplicable.

18.

If at any time during the Term there shall be filed by or against Tenant or any successor tenant then in possession in any court pursuant to any statute either of the United States or of any state, a petition (i) in bankruptcy, (ii) alleging insolvency, (iii) for reorganization, (iv) for appointment of a receiver, or (v) for any relief under the Bankruptcy Code, or if a similar type of proceeding shall be filed, Lessor may terminate Tenant's rights under this lease by notice in writing to Tenant, and thereupon Tenant shall immediately quit and surrender the Leased Premises to Lessor, but Tenant shall continue liable for the payment of rent and all other sums due hereunder.

19.

In the event of a breach by Tenant of any of the covenants or provisions hereof, Lessor shall have, in addition to any other remedies which it may have, the right to invoke any other remedy allowed at law or in equity to enforce Lessor's rights or any of them. Tenant hereby waives its right to redeem in the event that it shall be dispossessed, or this lease terminated by reason of any default on its part.

20.

If Tenant shall at any time be in default hereunder, and if Lessor shall deem it necessary to engage attorneys to enforce Lessor's rights hereunder, the determination of such necessity to be in sole discretion of Lessor, Tenant will reimburse Lessor for the reasonable expenses incurred thereby, including but not limited to court costs and reasonable attorney's fees.

21.

The failure of Lessor to insist upon a strict performance of any of the terms, conditions and covenants herein shall not be deemed to be a waiver of any rights or remedies that Lessor may have and shall not be deemed a waiver of any subsequent breach or default in the terms, conditions and covenants herein contained except as any be expressly waived in writing.

Miscellaneous Provisions

- (a) Time is of the essence in performance of Tenant's obligations hereunder.
- (b) This Agreement is to be construed in accordance with the laws of the State of Georgia; Tenant consents to jurisdiction in Pickens County Superior Court.
- (c) Notices shall be complete upon mailing to the parties at the following address certified mail return receipt requested or to such other address as the parties may substitute in writing:

Lessor: Pickens County Board of Commissioners
 1266 East Church Street
 Suite 188
 Jasper, GA 30143

Tenant: _____

- (d) It is understood and agreed the terms Lessor and Tenant shall include the executors, administrators, successors or heirs of the parties hereto, and the term Lessor shall include managers and other agents for Lessor.
- (e) This document represents the full agreement between the parties and may not be modified except in writing and signed by both parties. No oral or other representations or agreements have been relied upon by the parties and any prior written or oral agreements between the parties are terminated.

SIGNATURE PAGE TO FOLLOW

In witness whereof, Lessor and Tenant hereunto have set their hands and affixed their seals.

LESSOR:

PICKENS COUNTY BOARD OF COMMISSIONERS

By: _____

Kris Stancil

Its: Chairman

Attest:

TENANT:

By: _____

Its: Agent