


Re: lease modifications, liens, offices



From

To

Cc

Date

Ed Wood <ed@eowood.org>

Light Sport Aviators <lsa@getinspiredflight.com>

Don Boggus <dboggus@frontlinecapitalpartners.com>, Phil Eberly <peberly@leadedgedesign.com>, Wendell Turner <wendell.b.turner@gmail.com>

2021-06-22 17:14

David,

Please give the airport authority a plan of action on when you will get gutters installed on your hangar. The gutters are a condition of your lease agreement and as of today when I was at the airport, they are not installed. Please respond within 3 days with your remediation plan.

Thanks,

Ed

Pickens County Airport Authority

On 12/13/2020 11:19 AM, Ed Wood wrote:

David,

Attached is the executed land lease agreement. This agreement is the ORIGINAL land lease document as provided by PCAA. NO changes to the agreement have been accepted nor will your proposed changes be accepted.

In response to your requested changes by section;

11. PCAA does not control ad valorem taxes in the county. This is the domain of the tax office and we will not limit their authority to levy taxes in accordance with the county policies.

19. If you are in default on land lease payments, you will forfeit the leaseholder improvements. Anything otherwise creates a situation where control of the property is unclear and a legal quagmire. If defaulting on the land lease of \$2541.00 per year is of concern, do not enter into the lease.

20. This is a 30 year lease document. There is NO option for canceling the lease without penalty. Again, if this is of concern, do not enter into the lease. You are entering a legally binding obligation.

In addition to the lease terms, you are bound by all requirements of EXHIBIT A, including but not limited to;

• Building to be guttered to direct water away from the ramp area

• Removal of existing slab prior to concrete pour for hangar floor

• Concrete pour must meet hangar manufacturers recommendations for thickness and construction.

• Relocate existing gravel drive outside leased area

• PCAA are waiving the requirement to move existing waterlines.

• All building codes and requirements of Pickens County and Federal Aviation Authority must be complied with.

• All remaining requirements of EXHIBIT A must be adhered to.

David, I have reviewed this with Don Boggus and Phil Eberly and have their agreement on the requirements. If you can agree with these requirements, execute the lease and begin your project. If you cannot agree to the requirements, including the lease terms, we will consider the project closed and continue on with airport business accordingly. Trying to keep up with the changes you've requested and the haphazard method of presenting information has all of us, including you I assume, frustrated. Let's bring this to a close. We want to lease land at the airport to qualified entities who operate within the guidelines set by the FAA for airport property usage and the Pickens County Airport Authority. If you want to operate in this manner, we welcome you as a tenant, if not, we will continue our search for a suitable tenant.

I am not available to meet with you today or tomorrow. Don may or may not be available to meet with you in this timeline. I'll let you work that out with him.

All the best, we await your decision.

On behalf of the PCAA,

Ed

On 12/12/2020 9:49 PM, Light Sport Aviators wrote:

Ed --

...and then Light Sport Aviators said...

%

...

% In the interest of making things simple for you, I've revised the lease
% to start next Monday, 12/14. We're looking forward to signing it this
% week so that we can start scheduling vendors and activity.
[snip]

I was rather taken aback by our conversation today. I'm sure you find the idea that we might try to trick or cheat the County as distasteful and offensive as we find your suggestion to that effect. I would like to help clear up that misunderstanding, if you'll take a moment. We really appreciated your & Don's taking the time to meet last week and were quite hopeful of moving forward, and we think that we can still have a good relationship.

As you no doubt recall, we had some qualms after my initial reading of the lease, and you invited us to submit modifications for review and to do so using the "Track Changes" feature common to office software. On Jul 13, I sent the first attached email

Message-ID: <20200713160235.GZ8630@justpickone.org>

(from contact@getinspiredflight.com) to you with an attachment

KJZP-land-lease..modifications-draft.odt

with changes proposed as well as some comments included. That draft included the changes to paragraph 19 to which I think you referred today.

On Jul 14, you replied with the second attached email

Message-ID: <f65369a6-6b36-abe9-f1e8-07cc8515cb33@eowood.org>

saying only

Comments included in attachment.

and returning to us your modified copy of the document under the same name. The version that you returned to us had additions to the questions we had posed as comments but with no changes remaining. All of the changes had been accepted in the copy you sent back to us. We reasonably took that to mean that the Authority agreed with the changes we had presented, which made sense to us because we had tried to craft a fair contract of which we would accept either end.

Let me say that again, please, to make sure it is seen: when you sent back your copy with comments added, there were no outstanding changes remaining. We took that to indicate the Authority's agreement.

You may also recall that I had discussed with you the challenge of allowing a lien to secure the interest of our financing partners. On Aug 29, I sent you another email

Message-ID: <20200829211752.GX5276@justpickone.org>

(from lsa@getinspiredflight.com, having spun up Light Sport Aviators) with a modified version

KJZP-land-lease..with-lien.odt

of your returned document attached. In addition to tracking a change to paragraph 5 to allow a lien to secure financing, I also tracked setting the term dates (starting October 01) and the initial land rental amount (\$2541.00).

Finally, on Tuesday after our meeting a week ago I thought that I would be helpful and save you some effort, so I sent the latest email with the dates changed (and tracked!) and no other changes from the Aug 29 version, which was not substantially changed from the Jul 14 version you returned us.

We would very much like to clear the air around this matter and to remain on good terms. Our reputation is very important to us, and we just can't let this question of our integrity lie. Perhaps we could meet in person or via conference call Sunday evening or from 0730 to 0800 Monday morning to discuss it. We would be happy to discuss as well any or all of the changes we proposed back in July, should you desire.

Thank you both for your time and your service to the airport. We appreciate

your work.

: -D