Jasper County Airport Commission

Commission Agenda
Jasper County Clementa C. Pinckney Government Bldg.
358 3rd Avenue, Ridgeland, SC 29936
Wednesday, September 10, 2025, at 6PM

AGENDA

6:00PM

1. Vice-Chairman Dean - Call to order and roll call

Clerk's report of compliance with the freedom of information act. In compliance with the freedom of information act, notice of meeting and agenda were posted and furnished to all news media and persons requesting notification.

2. Vice-Chairman Dean – Introduction and welcome new commissioner Chad Scott.

3. Andrew Fulghum – Update on status of joint meeting of County Council, Airport Commission and the FAA.

4. Leonard Sansone – Pavement crack sealing and rehabilitation plan.

5. Leonard Sansone – Presentation on lease rate proposal and lease status report.

6. Vice-Chairman Dean – Review, discuss and finalize airport leasing packet.

7. Public Comment – Limited to three minutes each.

8. Commission Members Questions Comments.

9. Adjournment.

PAVEMENT TECHNOLOGIES

Proposal

Date 8/28/2025

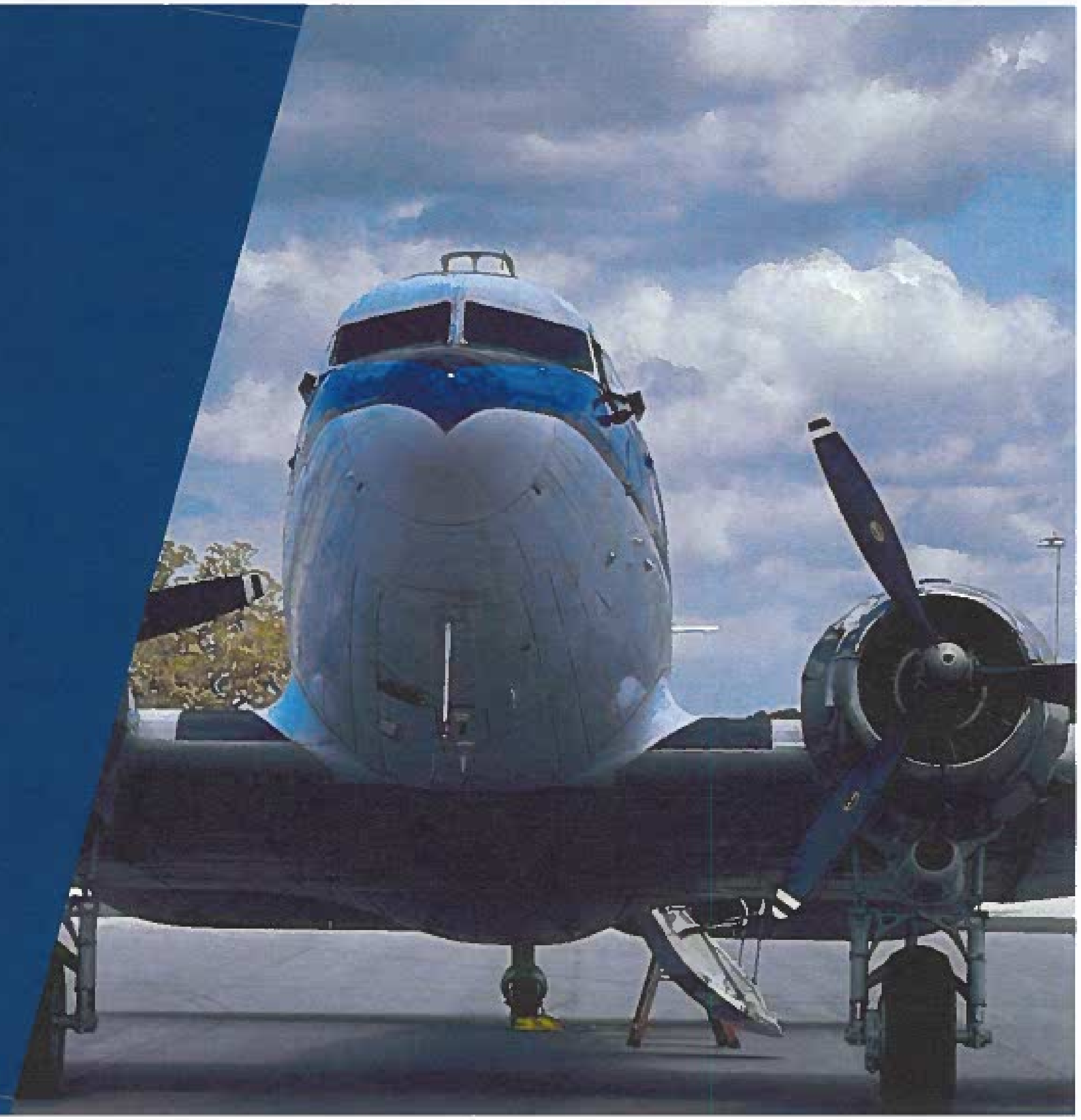
Submit To: SCAC
2553 Airport Rd
Columbia, SC 29170

Project Ridgeland-Claude Dean Airport
Cracks, Coatings and Painting

Contact: Chris Eversmann
email ceversmann@aeronautics.sc.gov
Office
Mobile 839-223-5278
Fax

Item	Specification	Description	Unit	Cost	Quantity	Total
1	P-623-1	Bravo Taxiway Coating	SY	$ 2.45	11,550	$ 28,297.50
2	P-605-1	Bravo Taxiway Narrow Crack Sealing	LF	$ 0.94	5,800	$ 5,452.00
3	P-605-1	Charlie Ramp Narrow Crack Sealing	LF	$ 0.94	5,701	$ 5,358.94
4	P-623-1	Charlie Ramp Emulsified Asphalt Seal Coat	SY	$ 2.45	6,345	$ 15,545.25
5	P-620-3	Bravo Taxiway Pavement Marking Yellow	SF	$ 0.67	5,203	$ 3,486.01
6	P-620-3	Charlie Ramp Pavement Marking Yellow	SF	$ 0.67	62	$ 41.54
						$ 58,181.24
		Mobilization	LS	10%		$ 5,818.12
						$ 63,999.36

RIDGELAND CLAUDE DEAN AIRPORT LEASE WORKSHOP 2025



THE STATUS QUO

- Out of 40 hangars 36 are out of compliance with Council approved standards and ordinances.
- As a result, we are under a compliance action plan with the FAA.
- Failure to bring the airport into compliance will cost the county 10's of thousands of dollars per year in revenue.
- We have not been able to resolve this issue for 5 years.
- The proposed lease rates will move the airport toward being self-sufficient and free up general fund dollars to achieve many other county projects.

THIS IS OUR BEST ESTIMATE

CURRENT LEASE RATES & LEASE REVENUE POTENTIAL (EXISTING STRUCTURES)

$.28 CENTS PER SQUARE FOOT PER YEAR

AVERAGE HANGAR SQ. FOOTAGE

40 @ 2712 SQ FT $.28 PER SQFT. = $27,016 PER YR. RENT

OR $2,251 PER MONTH IN RENTS

ACTIONABLE TOTAL EXISTING ANNUAL HANGAR REVENUE

$7000

PROPOSED LEASE RATES* & LEASE REVENUE POTENTIAL (EXISTING STRUCTURES)

$4.80 PER SQFT PER YEAR FOR EXISTING HANGARS

$1.62 PER SQFT PER YEAR FOR NEWLY DEVELOPED HANGARS & RATE ADJUSTED LEASES

AVERAGE HANGAR SQ. FOOTAGE

30 @ 2132 SQ FT @ 4.80 PER SQFT. = $307,008 PER YR. RENT

OR $25,584 PER MONTH

5 @ 2466 SQ FT @ 1.62 PER SQFT. = $19,975 PER YR. RENT

OR $1,665 PER MONTH

5 @ 4371 SQ FT @ .28 PER SQFT. = $6,119 PER YR. RENT

OR $510 PER MONTH

PROPOSED PROJECTED ANNUAL HANGAR REVENUE:

$330,102

*Proposed lease rates are based off research with comparable local airports like Beaufort, Charleston Exec, Walterboro & more

FINAL TAKEAWAYS

- The ultimate goal for the County Administration and the Council is to have the airport be able to financially sustain itself. This proposal will accomplish that.
- If these proposed lease rates had been in place last year, we would have been profitable and self-sustaining
- The current out of date lease rates are not allowing the airport to generate the revenue that current operational expenses demand.

Hangar Lease Rates and Cumulative Payment Status

	Lot #	Square ft	Rate per sqft	Annual Amount	Year Expired	2020	2021	2022	2023	2024	2025
	Hangar Lease Rates					**Cumlative Payment Status**					
1	A-1	2000	$0.28	$560.00	8/1/2025	$600	$900	$1,460	$2,020	$2,580	$3,140
2	A-2	1845	$0.28	$516.60	No Lease	$830	$1,106	$1,666	$2,226	$2,786	$3,346
3	A-3	1102	$0.28	$308.56	6/1/2025	$326	$492	$656	$822	$987	$1,152
4	B-1	2880	$0.15	$432.00	4/1/2040	$252	$684	$1,116	$1,548	$1,728	$432
5	B-2	3036	$0.28	$850.08	No Lease	$0	$427	$1,277	$2,127	$2,977	$3,828
6	B-3	1290	$0.00	$0.00	0	$0	$0	$0	$0	$0	$0
7	C-1	1800	$0.28	$504.00	No Lease	$0	$0	$234	$738	$1,242	$1,746
8	C-2	2400	$0.28	$672.00	No Lease	$0	$0	$312	$984	$1,656	$2,328
9	D-1	2400	$0.28	$672.00	No Lease	$360	$720	$1,392	$2,064	$2,736	$3,408
10	D-2	1600	$0.28	$448.00	4/1/2040	$0	$240	$688	$1,136	$1,548	$2,032
11	D-3	3120	$0.15	$468.00	4/30/2040	$0	$0	$0	$0	-$98	$382
12	E-1	2400	$0.28	$672.00	No Lease	$0	$360	$1,032	$1,704	$2,376	$3,048
13	E-2	1824	$0.15	$273.60	7/1/2025	$641	$914	$1,188	$1,462	$1,735	$2,009
14	E-3	1500	$0.28	$420.00	6/30/2024	$0	$0	$0	$0	$132	$552
15	F-1	1760	$0.28	$492.80	No Lease	$0	$0	$163	$656	$1,148	$1,641
16	F-2	2000	$0.28	$560.00	No Lease	$810	$1,080	$1,640	$2,200	$2,760	$3,320
17	F-3			$0.00	0						
18	G-1	1512	$0.28	$423.36	6/1/2040	$0	$0	$0	$0	$0	$0
19	G-3	2000	$0.28	$560.00	No Lease	$900	$1,200	$1,760	$2,320	$2,880	$3,440
20	H-1	3840	$0.28	$1,075.20	No Lease	$1,728	$2,304	$3,379	$4,454	$5,530	$6,604
21	H-2	2400	$0.28	$672.00	No Lease	$0	$0	$312	$984	$1,656	$2,328
22	H-3	2400	$0.28	$672.00	7/1/2040	$0	$0	$0	$0	$0	$0
23	I-1	3840	$0.28	$1,075.20	No Lease	$2,178	$2,904	$3,979	$5,054	$6,130	$7,205
24	I-3	6000	$0.28	$1,680.00	12/1/2037	$0	$0	$900	$1,800	$2,700	$3,600
25	J-1	3744	$0.28	$1,048.32	No Lease	$0	$0	$312	$984	$1,656	$2,328
26	J-2	1800	$0.28	$504.00	No Lease	$810	$1,080	$1,584	$2,088	$2,592	$3,096
	J-3	4 Hangar Unit Condomium				$0	$884	$1,206	$3,457	$5,708	$7,986
27	J-3-A	2009	$0.28	$562.52	No Lease						
28	J-3-B	2009	$0.28	$562.52	No Lease						
29	J-3-C	2009	$0.15	$301.35	2/1/2040						

Prepared by Leonard Sansone 08/18/25

Hangar Lease Rates and Cumulative Payment Status

	Hangar Lease Rates					Cumlative Payment Status					
	Lot #	Square ft	Rate per sqft	Annual Amount	Year Expired	2020	2021	2022	2023	2024	2025
30	J-3-D	2009	$0.28	$562.52	**No Lease**						
31	K-1	3840	$0.28	$1,075.20	12/1/2013	$1,728	$2,304	$3,379	$4,454	$5,530	$6,641
32	K-3	1680	$0.28	$470.40	7/1/2025	$0	$0	$252	$252	$252	$252
33	L-1	3600	$0.28	$1,008.00	9/1/2023	$0	$0	$0	$0	$0	$240
34	L-3	1760	$0.28	$492.80	10/15/2023	$0	$0	$0	$0	$0	$136
35	M-1	3036	$0.28	$850.08	10/15/2023	$0	$0	$83	$933	$933	$933
36	M-3	2400	$0.28	$672.00	2/15/2023	$1,080	$1,440	$1,800	$2,472	$3,144	$3,816
37	N-1	2000	$0.28	$560.00	6/21/2023	$0	$0	$0	$560	$1,120	$1,680
38	N-3	5418	$0.28	$1,517.04	5/1/2013	$83	$1,247	$2,411	$3,576	$4,740	$5,904
39	O-1	2400	$0.28	$672.00	7/1/2025	$0	$0	$0	$0	$0	-$98
40	O-3	7000	$0.15	$1,050.00	4/1/2038	$3,150	$4,200	$5,250	$6,300	$7,350	$8,400
41	P-1	2400	$0.15	$360.00	6/1/2040	$120	$480	$840	$1,200	$1,560	$1,920
42	Q1	4000	$0.28	$1,120.00	**No Lease**	$600	$1,200	$2,320	$3,440	$4,560	$5,680
		108,063	**Total Cumlative Payment Status**			**$18,216**	**$28,187**	**$44,614**	**$66,038**	**$86,357**	**$106,479**

Summary of Facts

Outstanding lease payments	$106,479.00
Airport Occupants with no lease	18
Airport Tenants with Expired Lease	13
Airport Tenants With Active Lease	9
Airport Tenants & Occupants not contractualy obligated	31

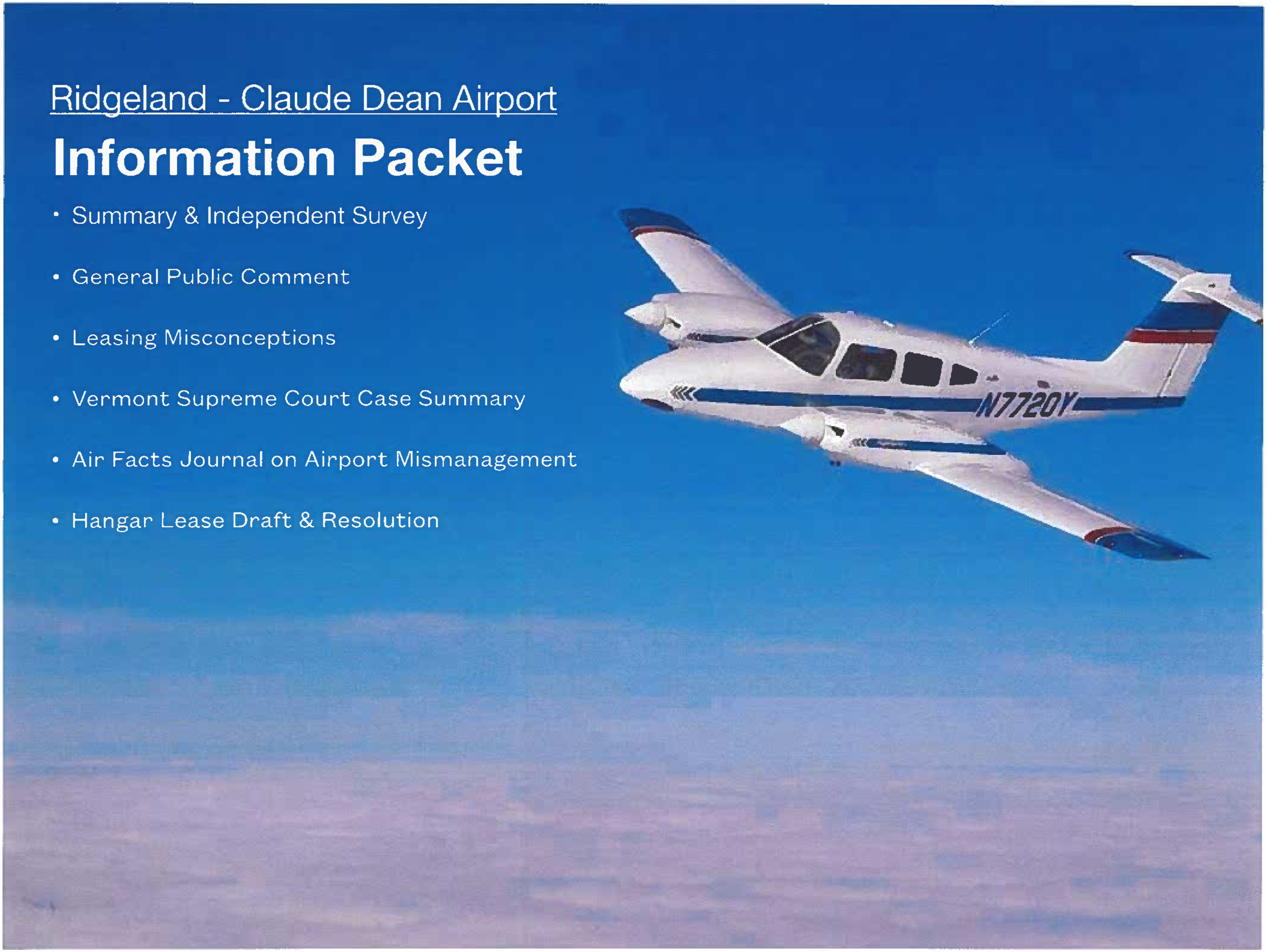
Legend

No Lease = We have no lease on file with the occupant claiming to own the hangar.

Expired Lease = There is a lease on file, but it has expired on the given date. This data is recorded as a date in red.

Active Lease = There is a lease on file that is active and subject to the terms of a lease.

Prepared by Leonard Sansone 08/18/25


Ridgeland - Claude Dean Airport
Information Packet
• Summary & Independent Survey
• General Public Comment
• Leasing Misconceptions
• Vermont Supreme Court Case Summary
• Air Facts Journal on Airport Mismanagement
• Hangar Lease Draft & Resolution
N7720Y

Ridgeland Airport (1,600%) Lease Increase

Protect Ridgeland Airport & The Aviation Community: Stop the Proposed 1,600% Hangar Lease Increase

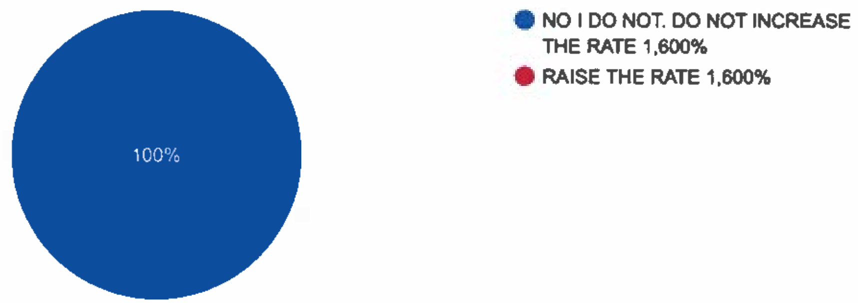
Ridgeland-Claude Dean Airport (3J1) in Ridgeland, SC hosts 42 private hangars and 60+ based aircraft. Since the county assumed oversight in 2021, the airport's budget has skyrocketed by 2,000%, creating a projected annual deficit exceeding $800,000. In an attempt to downplay their mismanagement and a poorly planned budget, the county plans to present a proposed resolution on September 2, 2025.

The proposed resolution would **raise hangar ground lease rates from $0.28 to $4.80** per square foot, a **1,600% increase, dramatically higher than the national average of $0.31.** If enacted, this resolution would set a dangerous precedent nationwide, threatening aviators, hangar owners, and airport development alike.

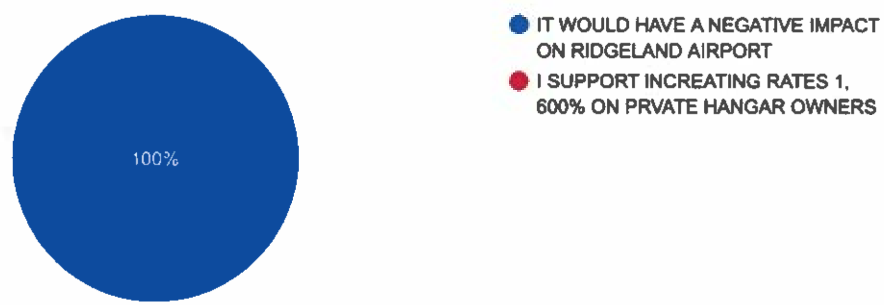
Take 30 seconds to share your input and help protect Ridgeland Airport. All Submissions are Anonymous and submitted directly to Jasper County Council.

Summary: A survey was drafted and distributed to the general public, ranging from local members of Jasper County to individuals throughout the United States. Overall, this survey was seen by over 130,000 individuals, of which over 240 individuals choose to take time of our their day to voice their responses and opinion on the matter of the lease rate being increased at Ridgeland Airport and the proposed resolution. Below is a breakdown of the results, and over 120 responses and opinions voiced by citizens, both in Jasper County and across the nation. These results were altered in no-way.

Do You Support Raising Hangar Ground Lease Rates at Ridgeland Airport 1,600%? ($0.28 to $4.80)
242 responses



Do You Believe a 1,600% Increase Would Negatively Affect Ridgeland Airport?
242 responses



Independent Remarks: General Public Remarks from Survey Request of "Share your insights, opinions, or examples of land lease rates for the Jasper County Council to consider before their decision on 9/2/2025."

Public Comment 1
In my opinion, this is a desperate fraudulent attempt to steal the economic value of our property investment to compensate for the uninformed, poorly planned and reckless behavior of the previous administration to develop commercial activity on the other side of the airport.

Public Comment 2
The national airport lease average is $0.31 cents. If you would like, I would be happy to supply a subject matter expert to sit down with the council to give a briefing and answer any questions you may have on how to properly manage, operate, or maintain an airport. Individuals dedicate their entire lives to aviation to gain the knowledge needed to help guide these matters, it shouldn't be left to a group of individuals who know nothing about the aviation industry.

Public Comment 3
Like the Vermont Supreme Court ruling, where a more-than-doubling of rent was remanded due to insufficient documentation of methodology —even though the agency had the right to increase rent—Jasper County must ensure any substantial increase at Ridgeland is underpinned by an FAA-compliant fair-market appraisal, a transparent methodology, and careful documentation. Without these, such an extraordinary increase could provoke legal challenges, undermine FAA and state funding eligibility, and sow distrust among tenants. See case: In re State Airport Hangar Lease Disputes (23-AP-336).

Public Comment 4
If the airport proceeds with this increase, there will be no aircraft at the airport as it will be financially impossible for owners to justify the increase.

Public Comment 5
The FAA grant money used to improve Ridgeland Airport comes from federal fuel taxes on aviation. Those funds are meant to help airports remain viable, not to give counties an excuse to abuse tenants with outlandish lease increases.

Public Comment 6
Hangar leases at airports are intended to promote aviation growth and accessibility, not to act as a cash cow for local government. This proposal goes against the very spirit of why general aviation airports exist.

Public Comment 7
When counties take FAA money, they also take on the responsibility of operating airports in the public interest. Raising lease rates to unreasonable levels discourages aviation, discourages investment, and ultimately works against the county.

Public Comment 8
The County should compare lease rates with peer airports in South Carolina and surrounding states, not attempt to invent numbers based on budget shortfalls. Airport users should not be punished for financial mismanagement elsewhere.

Public Comment 9
I strongly oppose the proposed increase. It is unreasonable, unjustified, and inconsistent with aviation standards across the country.

Public Comment 10
Ridgeland Airport is already a small, struggling general aviation field. If the County raises rates like this, it will drive out the very people who keep the airport alive.

Public Comment 11
As a pilot and aircraft owner, I can say confidently this lease increase is completely out of line with regional and national norms. It feels punitive, not supportive of aviation.

Public Comment 12
It is the responsibility of Jasper County to support aviation and economic development. This proposal will do the opposite — it will choke off growth and leave Ridgeland Airport empty.

Public Comment 13
General aviation airports survive only when there is a partnership between aircraft owners and the local government. This proposal would destroy that partnership overnight.

Public Comment 14
I live in Jasper County and am very concerned about this rate increase. I want my community to have a thriving airport, but this would make that impossible.

Public Comment 15
This is a direct attempt to seize private investment made by aircraft owners at Ridgeland Airport. It is wrong and likely illegal.

Public Comment 16
Raising rates to this level will not increase county revenue. It will result in hangars being abandoned and aircraft leaving, creating more losses.

Public Comment 17
I believe this increase violates the FAA's principles for airport grant assurance. The FAA does not intend for airports to exploit hangar tenants to offset budget mistakes.

Public Comment 19
As someone who has dealt with multiple county airports, I can tell you this kind of increase is unheard of. If you pass it, Ridgeland will become an example of how not to run an airport.

Public Comment 20
Airports across the nation rely on collaboration, not confrontation. Raising these rates creates confrontation, resentment, and will ultimately drive business away.

Public Comment 21
I have been in the military and civilian aviation industry overseeing airport operations for nearly 20 years, and this proposal is by far one of the most bizarre and counterproductive things I have ever seen. An increase of this magnitude, especially for land lease rates, is unreasonable and would devastate the very foundation of Ridgeland Airport. Small airports like 3J1 rely on stable, predictable, and fair lease rates to attract tenants, foster aviation activity, and generate long-term economic value for the county. Such an extreme jump would drive away existing hangar owners, discourage investment, and ultimately reduce, not increase, revenue for Jasper County. Airports thrive on activity, and this kind of punitive adjustment will only create empty hangars, lower fuel sales, and ensure no business chooses to build here. If the goal is to strengthen Ridgeland Airport, the county should pursue a reasonable, phased, and data-driven approach aligned with FAA guidance and national averages. A sudden 1,600% increase undermines growth, risks FAA grant assurance compliance, and damages the trust of those who have invested in this community. Even Hilton Head—with commercial service—is nowhere near these costs, and the FAA has repeatedly advised keeping rates low to drive growth and sustainability.

Public Comment 22
People would move out at that rate.

Public Comment 23
Keep the rates the same.

Public Comment 24
The council is corrupt and want to get rid of the land to sell to developers for their own profit.

Public Comment 25
This is just absurd.

Public Comment 26
I don't mind a conservative increase over time but these kind of increases cause a financial burden to the hanger owners. Airport management has had made many inappropriate expenditures causing large deficits to the counties citizens not the hanger owner leases. I also believe that the reversionary clause in the leases is not appropriate and also would cause great monetary burdens to the hanger owners as these were built with NO county funding but all personal funds and then taxed for personal property that was collected to the county funds yearly. The fraud and waste created on this airport is no fault of the hanger property owners but the mismanagement of Jasper County . So I feel that this needs further review and a level headed approach to a cohesive future of the Jasper County Cloud Dean Airport. Going forward I see we could develop this airport into a prosperous and self sufficient enterprise.

Public Comment 27
Rates for privately owned hangars should not be more than the national average of $0.31 per square foot

Public Comment 28
Very unreasonable!

Public Comment 29
As a Hilton Head resident, I am gouged with prices of fuel and maintenance at my home airport. I perform all maintenance and buy the majority of fuel in Jasper County. Doing this would eliminate maintenance facilities from Jasper County and eliminate my desire to ever visit the airport, and would drive business out of Jasper County into hangars in neighboring counties. Businesses stimulate the economy and produce more income for the county than this hangar rent increase will ever produce.

Public Comment 30
It should be no more than the national average because it is rural it should be less.

Public Comment 31
This is the first step in a campaign to shut down the airport.

Public Comment 32
I'm not sure how you can even think this is remotely within the realm of a reasonable action.

Public Comment 33
This airport has been badly mismanaged for several years now. I'm sure the FAA, SC Aeronautics Commission and SC Aviation Association will want millions of dollars back from the county. Let the lawsuits begin.

Public Comment 34
It is common belief that those who own airplanes are some of the wealthiest people in the country and as such are easily able to afford the cost of ownership of said airplanes; however, with General Aviation (GA) airplanes, this is not the case. This who own GA airplanes own them because they work hard to be able to fund their passion. It is no different than someone going and buying a sports car, yet we don't charge sports car drivers a heightened road tax just because they can afford to buy a sports car. Increasing rental rates at a public-use facility at such an astronomically rate is deplorable and ignorant as the GA community is strong and well-banded, so it won't take long to see a large decrease in revenue from pilots who choose to land elsewhere.

Public Comment 35
As a Jasper County Council member, you wouldn't want the airport to fail or airlines to go out of business would you? The aviation needs pilots and airports like Ridgeland are esential to aviation in more ways than you can imagine. If you travel by air to visit your family you need pilots.

Public Comment 36
This increase would mean that I would suddenly be required to pay nearly $20,000 a year to lease my own hangar! That means that every 5 I will have paid for it all over again, and again. The airport has clearly decided that they can spend any amount the want and simply "fine" the hangar owners whatever it takes to cover their profligacy.

Public Comment 37
Setting everything else aside, how is it possible that this group cannot grasp what a standard ground lease entails or even the basics of fundamental economics? This is not a complicated subject... so either this reflects an egregious abuse of power and a personal vendetta against the community, or it demonstrates a lack of understanding of the aviation industry. In either case, decisions of this nature should be deferred to an aeronautics council, as is the practice at most functional airports.

Public Comment 38
Airport manager needs to resign

Public Comment 39
.28 per sq ft per yr is a reasonable and acceptable land lease rate based on national average.

Public Comment 40
This idea creates a wider impact on the aviation. This rate increase would do nothing but kill local aviation. Which supports all levels of pilots up to even the Major airlines. Aviation is for everyone. Not just those with wealth

Public Comment 41
This is not for the airport, it's someone trying to get paid for my CLICK.

Public Comment 42
If the National average rate per sq. Foot than 31 , that would make far more since., why not consider this amount, not $4.80 per square foot. So use common sense , not STIPidity

Public Comment 43
I'm not quite sure as to how this proposal made it this far and is a shame that so much time, money, and negative energy has been utilized in this case. Common sense tells us mis-management is the reason for the hike in costs. There is NOTHING positive that could result from this proposal.

Public Comment 44
Aviation is already expensive. Let's not make it worse due to mismanagement. The public shouldn't be punished for wasteful spending and a lack of accountability when public dollars are already supporting the Ridgeland Airport.

Public Comment 45
Increase in rate —> people leave to nearby competing airports —> less income than before

Public Comment 46
This seems like a great way to drive a thriving business out of your town. What a terrible short sighted policy.

Public Comment 47
Ridgeland-Claude Dean Airport Management 123 Airport Rd Ridgeland, SC 29936
Dear Ridgeland-Claude Dean Airport Management, I am writing this letter to express my grave concerns and strong opposition to the proposed resolution scheduled to be presented on September 2, 2025, regarding the drastic increase in hangar ground lease rates at Ridgeland-Claude Dean Airport (3J1). This resolution, which proposes a shocking 1,600% increase in hangar lease rates from $0.28 to $4.80 per square foot, is unjustifiable and threatens the livelihood of aviators, hangar owners, and airport development efforts not only in our local community, but nationwide. As a pilot and aviation enthusiast and a stakeholder in the future of the Ridgeland-Claude Dean Airport, I find the proposed increase in ground lease rates to be outrageous, especially when compared to the national average of $0.31 per square foot. This dramatic leap would impose an unjust burden on hangar owners, potentially forcing many to relinquish their leases and jeopardize the very livelihoods that depend on the airport's infrastructure and services. Additionally, the recent revelation that the airport's budget has skyrocketed by 2,000% since the county assumed oversight in 2021, leading to a projected annual deficit exceeding $800,000, raises significant questions about the county's management of this vital community asset. It appears that this proposed resolution is an attempt to mitigate the consequences of their mismanagement and a poorly planned budget at the expense of hangar owners and the broader aviation community. It is imperative that we work collaboratively to foster a sustainable future for Ridgeland-Claude Dean Airport that benefits all stakeholders. However, the proposed resolution, as it currently stands, would undoubtedly create significant financial strain and uncertainty among those who have invested their time, money, and passion into the airport. In light of these concerns, I strongly urge you to reconsider the proposed resolution and explore alternative, equitable solutions that preserve the interests of all parties involved. A more reasonable approach might involve a gradual increase in ground lease rates, in line with the national average, coupled with efforts to streamline the airport's operating budget and optimize revenue streams. Thank you for your attention to this pressing matter. I look forward to engaging in further discussions on how we can address these concerns and work together to secure a vibrant future for Ridgeland-Claude Dean Airport and our community.

Public Comment 48
I would suggest to the County that they reevaluate the present management and take advantage of the thousands of hours of the expertise of the present tenants of the airport.

Public Comment 49
This is bad for general aviation, this would set an unrealistic precedence for hangar costs nationwide.

Public Comment 50
I am a new home owner in Ridgeland. I could support .031 or relocate

Public Comment 51
Why make it harder for people to actually get into Aviation and cost more.

Public Comment 52
Change the name of Jaspar County to Can' t County. Can't run an airport, Can't run an animal shelter, Can't run a school system, Can't enact leases, Can't cash rental payments.....

Public Comment 53
My wife and I fly from 3J1 once per week. We buy our fuel in Ridgeland and go to lunch in Ridgeland every day we fly. As much as I like 3J1, we would be forced to base our recreational flying from another airfield. Please help us stay at 3J1.

Public Comment 54
Raising the rate that high is borderline unconstitutional. It shows a lack of respect for the tenants and shows you have only want more money and are a greedy bastard. You will screw Ridgeland Airport just like Covid screwed the world.

Public Comment 55
Completely out of line with other rates in the southeast

Public Comment 56
This would collapse your tenant base there! They cannot afford that kind of rate increase!

Public Comment 57
A 1600% increase is preposterous and frankly theft by the county. Ridgeland is in no position to gamble with the stay of the countless members that rent there. It would be nearly impossible to fill the spaces at that rate. A national average should be considered as well as new management with aviation experience.

Public Comment 58
This is surly a violation of FAA great assurancs #24 …fair and reasonable is 20-39 cents per square foot seems to be more of the average

Public Comment 59
I'm a former tenant who earned my private certificate out of Ridgeland. Active duty military, raising a family, but saved up for my own plane and budgeted for the yearly costs of owning a plane. I am not wealthy. I do hope to have hangar space one day. This increase would set a precedent and make hangar ownership impossible for me. I view a hangar as a great place to spend time, make connections, raise my kid (and future kids). This rate increase would kill that dream.

Public Comment 60
This airport can be run at the present lease and tax base. Everyone is trying to justify higher payments and no one knows the true actual cost to manage the airport. Kemp and the other criminals that have managed the airport for the last five years are desperate to justify their incompetence by finding someone to pay for their reckless spending. All those millionaire pilots at the airport. LOL

Public Comment 61
An increase like this—this high and this rapid—will make every aircraft owner flee and the county will have a much larger deficit when no one is based there, no traffic comes through, and NO money is spent there.

Public Comment 62
The proposed 1,600% lease increase at Ridgeland-Claude Dean Airport is not only unreasonable but also deeply damaging to the aviation community and the region it serves. Hangar tenants entered into good-faith agreements based on fair market rates, and to suddenly impose an increase from $0.28 to $4.80 per square foot—more than 15 times the national average of $0.31—is punitive and unjustifiable. This action would punish responsible aircraft owners and small businesses for financial mismanagement at the county level. Instead of addressing budgetary overspending, the county seeks to shift the burden onto tenants who already support airport operations and local economic activity. Such an excessive and unprecedented increase would force many aviators and small operators out, reducing based aircraft, discouraging future development, and ultimately shrinking the airport's role as a vital hub for commerce, tourism, and emergency services. Airports like Ridgeland are part of the backbone of general aviation in America. If local governments can arbitrarily impose massive rate hikes far beyond national norms, it sets a dangerous precedent that threatens affordability, accessibility, and growth at airports across the country. Aviation thrives on stability, community, and fair stewardship—not short-sighted revenue grabs. For the sake of aviators, small businesses, and the long-term health of general aviation, this proposal must be rejected.

Public Comment 63
Raising the land lease rate to such an extreme level is unprecedented. Even the busiest airports in the country, offering every available amenity, typically charge only $0.50 to $1.00 per square foot. Implementing such a high rate would discourage future development and would be unfair to individuals who already own hangars at the airport.

Public Comment 64
The national average is $0.31 per sq ft.

Public Comment 65
A modest increase with annual adjustments could bring lease rates up to offset expenses.

Public Comment 66
I strongly oppose the proposed 1,600% hangar lease increase at Ridgeland-Claude Dean Airport. Raising rates from $0.28 to $4.80 per square foot is not only excessive, but it is also far beyond industry standards. According to FAA and national averages, typical lease rates are closer to $0.30–$0.40 per square foot. This proposal would make Ridgeland one of the most expensive general aviation airports in the country, despite its size and services. General aviation airports thrive when rates are fair and competitive. Drastically inflating lease costs will drive away hangar owners and pilots, reduce based aircraft, and ultimately decrease revenue for the county. The long-term impact will be devastating to airport growth, local economic development, and the aviation community. Fiscal mismanagement should not be corrected at the expense of aviators, tenants, and families who have invested in this airport for years. I urge the Council to reject this proposed increase and instead work collaboratively with the aviation community to develop a sustainable plan that keeps rates in line with national averages and supports future airport growth.

Public Comment 67
General Aviation is dying through poor decisions like these.

Public Comment 68
Put your proposal up for vote and the clear answer will be no. Rate increase of 1600% is criminal.

Public Comment 69
County management of this airport goes from bad to worse. This airport is the worst example of a county run in the country. This bright idea would just throw another log on the fire.

Public Comment 70
Typical Politicians sending money they don't have and passing it on to the people.

Public Comment 72
Fire managers responsible for horrible financial planning.

Public Comment 73
Absolutely criminal. Shame on you.

Public Comment 74
This is an unsustainable price increase meant to cover up the incompetence of the City. Do not pass this!

Public Comment 75
I think it is very immature; that is an insane price!

Public Comment 76
The blatant corruption is obvious in JASPER county and these actions taken at the airport have only brought more and more scrutiny to the elected and non-elected officials running these municipalities. They've brought this upon themselves and "We The People" are duty bound to ensure it stops immediately.

Public Comment 77
Airports are a vital part of any community, this is insanity!

Public Comment 78
Hanger leases should be left alone and rates left as is with no relapse clause to Jasper county.

Public Comment 79
This is outrageous and infuriates me as a GA owner. We have such a passion to keep general aviation alive and increases like this show that nobody cares about GA, it's more about money. You phase out GA and aviation will be over.

Public Comment 80
LEAVE THE AIRPORT ALONE. NOBODY WANTED THE NEW RUNWAY OR FBO EXCEPT FAILED BUSINESSMEN AND GRIFTERS.

Public Comment 81
That rate increase is a little extreme. How was that number derived?

Public Comment 82
Any increase that equates to >1000% rate hike is unethical.

Public Comment 83
1600% is ridiculous. Mismanagement of budgets is not the responsibility of hangar owners. Therefore the solution should not be coming from a cash grab into all of their wallets.

Public Comment 84
A fine example of ignorance, incompetence, arrogance and poor judgement!

Public Comment 85
0.30

Public Comment 86
The airport will lose more revenue because pilots will not pay the hangar fee.

Public Comment 87
This is typical of an airport with very poor management. It has happened across the country often and the remedy is almost always putting in place appropriate management. I'd be willing to bet the current management at the county level is incompetent.

Public Comment 88
There is nothing to consider; this is just wrong on so many levels

Public Comment 89
As a CFI, this will do much more harm than good for the General Aviation community.

Public Comment 90
This is a ridiculous proposal.

Public Comment 91
These proposed rates are ridiculous!

Public Comment 92
This would harm a significant portion of the community and could cause the hangars to be vacated, further increase in the deficit, and exacerbate the budget issue.

Public Comment 93
Land lease rates should align with national averages and conventions. Lease terms should reflect national norms with reasonable and conventional remediation terms at the end of a lease. The county should remain cognizant that a land lease results in two revenue streams for the county, i.e., the land lease itself and the tax revenue from ad valorem personal property taxes. Additionally, an active and enthusiastic tenant constituency results in fuel sales and positive word-of-mouth promotion of the airport.

Public Comment 94
The administrators responsible for this wear clown shoes.

Public Comment 95
Negative Impact in our aviation communities.

Public Comment 96
Terrible proposal to raise rate. Absurd.

Public Comment 97
Jasper County Council needs to stand down.

Public Comment 98
A 5 percent increase is an expected increase over time.

Public Comment 99
This is an unfair and unjust exploitation on an already difficult-to-enter and achieve industry for the current and younger generations. Infringements on general aviation such as this and others by city councils and private companies unjustly impose their will on the aviation community. Common sense and fair consideration would easily convey how ridiculous such a hike on an already high-demand space will be and how severely damaging it is.

Public Comment 100
This is literally ridiculous. It's one thing to raise fuel rates but not hangar rates. Be a part of the aviation community and do what's right, Jasper County.

Public Comment 101
Reasonable increases to market levels are defensible; draconian increases are not and will threaten tax revenues.

Public Comment 102
30 cents per foot in North Carolina.

Public Comment 103
The airport manager is a turd; the only reason they are trying to do this and also not have instrument approaches is to keep jets out and to push the current jet owners out. This is a childish act by childish people!

Public Comment 104
This would make the dream of flying even more out of reach for regular folks.

Public Comment 105
That is an absurd rate increase and way above the national average. It's a mid-management issue; replace the management. Don't kill your client base.

Public Comment 106
This would drive people away from Ridgeland Airport and ruin what makes it so special.

Public Comment 107
Raising the hangar lease rate to 15 times the national average in order to recoup the costs of chronic mismanagement is not only going to be ineffective (hangars will sit empty and earn nothing), but it's also unconscionable. The hangar lessees should not be punished with such an unreasonable financial burden as a result of a problem they didn't cause.

Public Comment 108
We're working against similar pressures as hangar tenants at SAV. We need to work together to educate the various airport authorities on the importance of keeping general aviation within the realm of affordability for the largest cross-section of society possible.

Public Comment 109
The County is detached from aviation market realities, and the market will not bear what the county proposes. It's cheaper to operate from Atlanta or O'Hare than it is at Ridgeland. This is beyond world-class pricing for a far less-than-world-class airport. The County can't be serious.

Public Comment 110
Since 2022, the Jasper County Airport leasing policy has been both incomprehensible and amateurish, demonstrating a dangerous lack of knowledge of proper airport management.

Public Comment 111
This is a horrible idea; as a student pilot out of Savannah we use 3J1 frequently and know lots of the hangar owners and locals in that area. This would be horrible for them and the future aviation community.

Public Comment 112
Sounds illegal.

Public Comment 113
Consider that all revenue would be lost. Should rates increase 1600%, pilots/owners will simply leave, dropping revenue to near zero. Be smart.

Public Comment 114
I strongly oppose the proposed 1,600% increase in hangar ground lease rates at Ridgeland Airport. Raising the rate from $0.28 to $4.80 per square foot is unprecedented, excessive, and completely out of alignment with the national average of $0.31. Such a drastic measure would discourage investment, drive away based aircraft, and ultimately harm Jasper County rather than strengthen it. The airport's financial struggles are not the fault of hangar owners but the result of years of mismanagement under prior leadership. The former airport manager routinely overspent taxpayer funds by employing four to five staff members to perform work that one or two could easily handle, outsourcing basic landscaping and cleaning tasks, that the old manager and pilots themselves have historically maintained, and installing an entirely new fuel farm—even though a perfectly functional 100LL fuel system already existed. The new fuel farm was unnecessary at its time and could've been phased in. The fuel prices were then set well above surrounding airports, reducing traffic and drastically reducing potential revenue. The manager was eventually removed from his position after being found to have avoided paying property taxes on his own aircraft, further eroding public trust. All of these decisions created the very budget shortfalls now being used to justify this extreme lease hike. Punishing hangar owners and aviators with a 1,600% increase is not a solution—it only compounds the damage and risks emptying the airport of its tenants. A more reasonable path forward would involve responsible financial oversight, gradual and justified adjustments based on regional and national averages, and collaboration with the aviation community to ensure long-term sustainability. I urge the council to reject this proposal and pursue a balanced, transparent plan that protects Ridgeland Airport as an affordable and vital resource for Jasper County and the Lowcountry aviation community.

Public Comment 115
This increase would devastate local aviation, increasing their cost burden substantially more than the fair amount. The taxes imposed on pilots are already significant (yearly registration, avgas, landing fees, etc.) and now this?! This should not stand, should not go through, shouldn't even be on the table as a reasonable solution to financial headwinds. Please reconsider alternatives (fly-ins and car shows and other community outreach programs).

Public Comment 116
I learned to fly at this airport; I found it to be a wonderful community of aviation lovers. Everything about this proposal reeks of corruption as it is clearly an attempt to force existing hangar owners out of their own property. This is shameful and cannot be allowed to continue. Follow the money and fix the real problem.

Public Comment 117
No more than $0.25 per s/f. This is absolute insanity to do this to the current hangar owners. No one will invest in a hangar moving forward.

Public Comment 118
This is criminal and should be ILLEGAL!

Survey Summary: The overwhelming majority of public comments strongly oppose the proposed 1,600% increase in hangar lease rates at Ridgeland-Claude Dean Airport. Respondents emphasized that such a drastic increase is unprecedented, punitive, and far beyond the national average of $0.31 per square foot, placing an unreasonable financial burden on hangar owners and general aviation operators. Many noted that the increase would drive tenants away, reduce based aircraft, diminish local economic activity, and potentially jeopardize the airport's eligibility for FAA funding. Several commenters highlighted that the county's mismanagement, not the hangar owners, has created budget shortfalls, and that punishing tenants to compensate for administrative failures is both unfair and unsustainable. Multiple submissions stressed that a sudden increase of this magnitude undermines trust, threatens the stability of the airport, and could set a dangerous precedent for other general aviation facilities nationwide.

Respondents consistently advocated for alternative, reasonable approaches that align with national averages and promote long-term sustainability. Suggestions included phased or modest rate increases, FAA-compliant appraisals, and transparent financial oversight. Many emphasized that the airport thrives on community support, active tenants, and predictable lease rates, and that destabilizing these elements would damage both local aviation culture and regional economic development. Several commenters also pointed out the importance of retaining experienced airport management and engaging stakeholders collaboratively to ensure that any changes preserve affordability, accessibility, and growth. Overall, the comments reflect a clear, unified call for the county to reject the proposed resolution and instead pursue solutions that protect Ridgeland Airport, its tenants, and the broader aviation community.

RIDGELAND-CLAUDE DEAN AIRPORT

Leasing Policy

Common Misconceptions & Misinterpretations

Executive Summary

Over the past five years, the leasing policy at the Ridgeland Claude Dean Airport in Jasper County, SC has been discussed extensively. Unfortunately, much of the information has been misinterpreted, misunderstood, or misrepresented to individuals who lack familiarity with aviation, its best practices, or the regulatory framework of the Federal Aviation Administration (FAA). This miscommunication—or failure to make the effort to become properly informed—has resulted in outcomes that fall outside the bounds of common practice, create unfair burdens on those directly affected, and ultimately hinder both the county and the aviation industry as a whole. By setting a dangerous precedence.

Mission Statement

The purpose of this presentation is to directly address and correct the four most common misconceptions and misinterpretations regarding airport leasing and operations. Using factual references, publicly available examples, and clear explanations, this presentation aims to educate individuals who may be unfamiliar with aviation. It highlights established industry practices, grounded in decades of proven operational success and federal regulation, to ensure decisions are fully informed and compliant.

Common Misconceptions & Misinterpretations #1

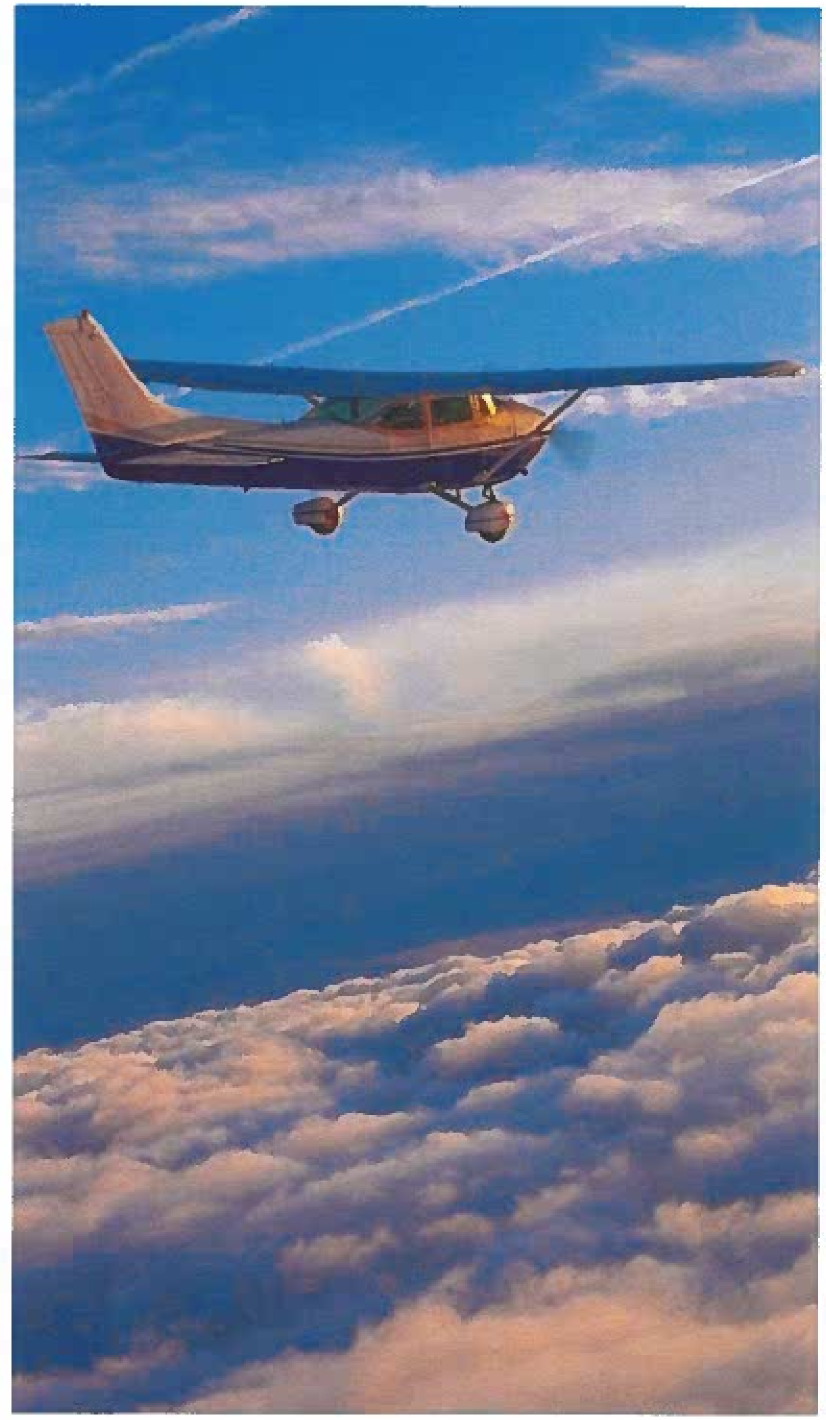
Topic: FAA Grant Assurance 24, Fee and Rental Structure, states: "It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the airport."

Misinterpretation: Because the airport has accepted FAA grant funding for development, it is required to raise lease rates in an "attempt to become self-sustaining."

FAA Guidance: The FAA expects airports to strive for self-sustainability, but recognizes this may not necessarily be achievable for all airports, especially rural airports, and to take a best efforts approach to budgets. The FAA actually recommends lowering lease rates, in an attempt to bring in development and usage of the airport, which would in-turn help the airport achieve steps towards self-sustainability. *(FAA Compliance Meeting Minutes, 8/8/2025)*

Real-World Examples: The national average across the country for land lease rates on a county airport is $0.31 per square foot, per year. Below are just a few examples. *(Public Records, RFI's and Leases)*

Georgetown, SC	- $0.29	Fort Worth, TX	– $0.31
Hampton, SC	- $0.33	Tulsa, OK	– $0.50
Beaufort, SC	- $0.25	Cincinnati, OH	– $0.33
Douglas, GA	- $0.29	Columbus, OH	– $0.50
Rutherford, NC	- $0.20	Prescott, AZ	– $0.30
Concord, NC	- $0.50	Omak, WA	– $0.09
Fernandina, FL	- $0.20	Greenfield, IN	– $0.16



Common Misconceptions & Misinterpretations #2

Topic: As presented by Jasper County, it has been proposed that lease rates be raised to $4.80 per square foot, per year for existing structures, and $1.62 per square foot, per year for new construction facilities. This adjustment is based on what they believe the property's value should be, rather than on established aviation practices or industry standards. *(Jasper County E-Packet)*

Misconceptions: The limited due diligence performed by the County has resulted in a fundamental misunderstanding, confusing hangar rental rates with hangar land lease rates. These are two distinct arrangements, and conflating them has created misleading comparisons that do not reflect the reality of airport operations or FAA best practices.

Real-World Examples: As shown previously, the national average for land lease rates is $0.31 per square foot, per year. In a lease scenario, the hangar owner makes a substantial financial investment, with purchase prices in this region ranging from $75,000 to over $3,000,000, depending on size and location. Importantly, this construction or acquisition comes at no cost to the County, and the owner assumes responsibility for the purchase or construction, along with insurance and maintenance. *(Public RFI's, Leases, Schedule of Fees)*

By contrast, the rental rate for a single-aircraft hangar at Hampton County Airport is $275 per month, with no upfront purchase or investment required by the tenant since the County built the hangar. Across the region, monthly rental rates for single hangar spaces typically range between $150 and $600, depending on location and amenities.

Analogy: Owning a hangar is comparable to owning a home. When you purchase your home, you make a substantial investment; however, you do not continue to pay monthly rent on a property you already own. Not differentiating between rental rate and lease rate is as misguided as expecting a homeowner to pay rent on their own house..

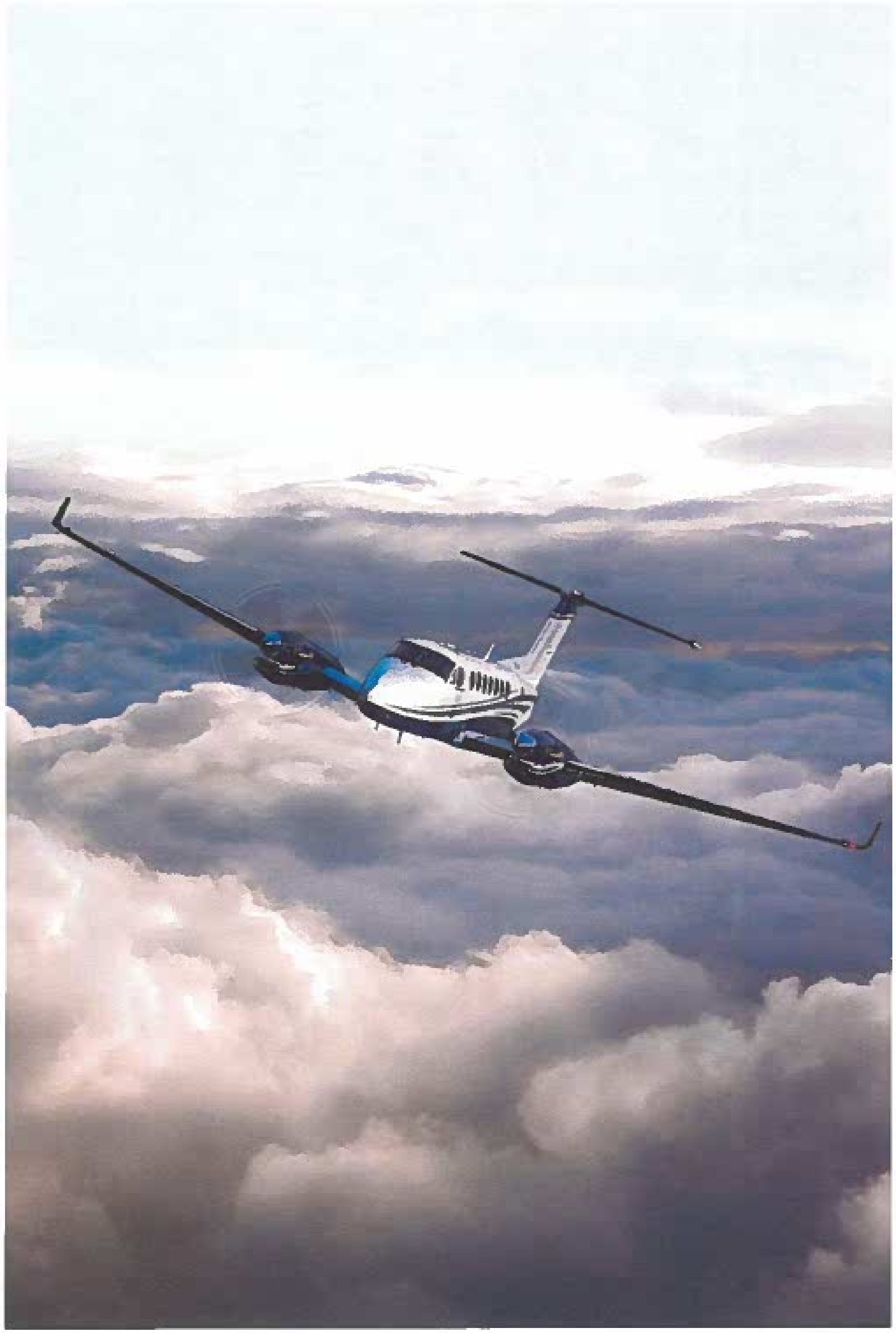
Common Misconceptions & Misinterpretations #3

Topic: As said by Jasper County in various county council meetings and workshops, a 20 year lease can not be granted because it violates grant assurances, specifically FAA Grant Assurance 5 – Preserving Rights and Powers requires that: "The sponsor will not take or permit any action which would deprive it of the ability to operate the airport, or to control the activities conducted at the airport." *(Jasper County Meeting Minutes & Video Broadcast)*

Misconceptions: Nothing in this assurance prohibits a 20-year lease term. What it does require is that the County, as airport sponsor, retain sufficient rights and powers in the lease agreement to ensure it can maintain control of the airport and comply with all federal obligations. This means that a lease can not be "open-ended" and must have some sort of end, whether it be a renewal lease option, removal of structure by tenant, or other option that ends a lease term. *(FAA Compliance Meeting Minutes 8/8/2025, Grant Assurances, FAA AIP Chapter 6)*

In fact, the FAA has long recognized that long-term leases, 20 years or more, are often necessary to make private hangar construction or ownership financially viable. Denying such leases under the false pretense of "grant assurance violation" not only misrepresents FAA policy but also places Jasper County at a competitive and economic disadvantage compared to surrounding airports that do provide standard long-term lease terms. *(FAA AIP Handbook, Chapter 6)*

Real-World Example: The Georgetown County Airport in Georgetown, SC has received FAA Grant Funds, and continues to receive Grant Funds for on-going projects. Georgetown County Airport is actively issuing leases that range from 20 years to 49 years, at a rate of $0.28 per square foot, per year with increased every 5 years, based on CPI, but not to exceed 5% each increase. *(Georgetown County Airport, License and Permit Agreement)*



Common Misconceptions & Misinterpretations #4

Topic: Jasper County has claimed that FAA Grant Assurance 5 – Preserving Rights and Powers requires that any lease granted to a tenant or developer must include a reversion clause, whereby the leased structure automatically reverts to the County at the end of the lease term. *(Jasper County Meeting Minutes & Video Broadcast)*

Misconceptions: The term "reversion" does not require that property automatically revert to the sponsor at the end of a lease. Rather, it simply means that a lease must have a defined endpoint, it cannot be open-ended, in order to preserve the sponsor's rights and powers under FAA Grant Assurance 5. The FAA recognizes multiple acceptable forms of reversion that do not involve confiscating the property. These include granting an option to renew the lease, requiring the lessee to remove the property, or allowing the lessee to sell the structure to an interested third party. Each of these options satisfies the FAA's requirement to maintain sponsor control while also respecting the lessee's investment. *(FAA Compliance Meeting Minutes, 8/8/2025, FAA AIP Chapter 6, AOPA)*

Real-World Example: Previous leases issued at Ridgeland Airport have included end-of-lease options that did not require the structures to revert to the sponsor. *(Jasper County Registry of Deeds)*

***Current Ridgeland Lease Acknowledging property remains personal property of the tenant and does not revert to the county.*

c. **Except as otherwise provided in this Lease, all buildings, hangars, structures, improvements, equipment, and other property bought, installed, erected, or placed by Tenant in, on, or about the airport and premises leased, shall be deemed to be personal and shall remain the property of Tenant, and Tenant shall have right at any time during the term of this Lease or any extension, and for additional period of sixty (60) calendar days after the expiration of or otherwise termination of this Lease, to remove any and all such personal property from the airport, subject,**

Airport Commissions Recommendations

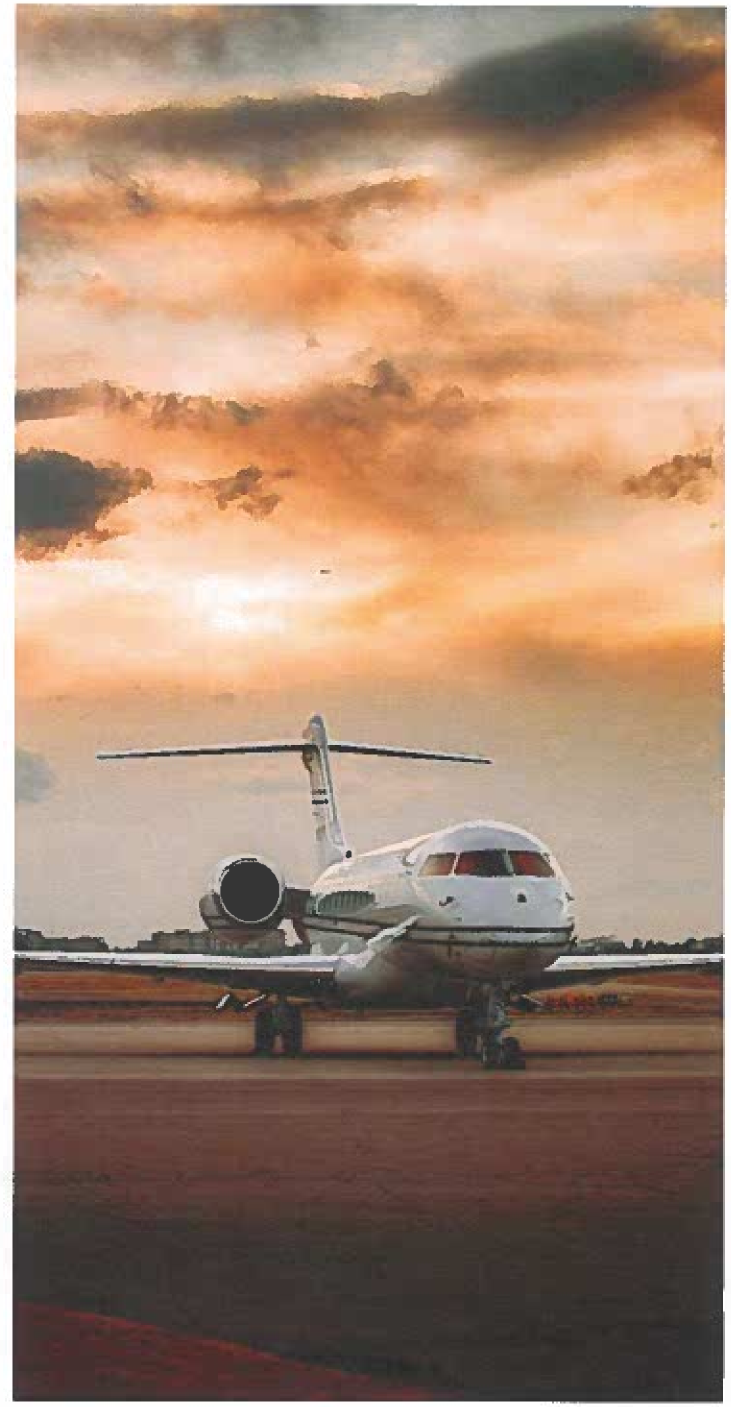
Based on discussions with the FAA, a review of publicly available leases and rates, and consideration of long-standing, successful aviation practices, while ensuring full regulatory compliance, the airport commission recommends that the following fundamental terms be incorporated into the proposed leases.

Lease Rate for Existing Structures: A lease rate of $0.28 per square foot, per year, adjusted every two years based on the Consumer Price Index (CPI) and not to exceed a 5% increase per adjustment, is recommended. This rate aligns with both local and national averages, while the CPI-based adjustments ensure compliance with FAA non-discrimination requirements. This structure is consistent with practices observed in leases at numerous successful airports and reflects a proven, fair approach to long-term lease management.

Lease Rate for New Construction: To encourage development and economic growth in Jasper County, it is recommended that a lease rate of $0.20 per square foot be offered for the first year. Beginning in year two, the lease would adjust to the County's standard schedule of fees and continue to be adjusted based on the Consumer Price Index (CPI), consistent with the treatment of existing structures.

Lease Terms for Existing Structures: The lease terms for existing structures shall be no shorter than 20 years. This duration is often the minimum required by financial institutions to provide financing for hangar purchases and aligns with industry standards observed at airports nationwide. Two additional 5 year extensions can be granted by the sponsor, if tenant is in good-standing.

Lease Terms for New Construction: The lease terms for new construction will vary based on the size and type of operation. It is recommended that private hangar developments be granted a minimum lease term of 20 years, with the option of two additional five-year extensions. For commercial operators, lease terms of 30 to 40 years are recommended to support projects that generate economic growth and create jobs in Jasper County.



A Potentially Dangerous Impact

The rates presented in the E-Packet, $4.80 per square foot for existing structures and $1.62 per square foot for new construction, establish a dangerous precedent, not only for Ridgeland Airport but also for the local economy and the aviation industry as a whole. Raising the rate for existing structures by over 1,600% above the national average, and proposing a rate for new construction five times higher than the national average, will severely discourage investment and development at Ridgeland Airport. Such excessive rates will make the airport unattractive to both private and commercial operators, undermining opportunities to generate jobs, economic growth, and regional development.

If implemented, these rates would not only stifle growth at Ridgeland Airport but could also create a harmful precedent nationwide, potentially discouraging development at other airports that might follow this misguided approach. This course of action would be detrimental to the airport, the county, and the broader aviation community.

Conclusion

The County has relied on misinterpretations and misguided advice for many years and is now attempting to pass a resolution that would increase rates by up to 1,600%, discourage future growth, and impede economic development at Ridgeland Airport. These actions stem from guidance provided by individuals who are not current with aviation regulations or industry best practices. It is our hope that this presentation is received with an open mind, as our sole objective is to support what is best for the County, the Lowcountry, and the aviation community as a whole.

References:

This LICENSE AND PERMIT (the "*License and Permit*"), entered into as of the 1st day of May, 2022, by and between GEORGETOWN COUNTY, a political subdivision of the State of South Carolina (hereinafter called "*Licensor*") XXXXXCOMPANY LLC, a business of the State of South Carolina (hereinafter called "*Licensee*"). The Licensor and Licensee may be collectively referred to herein as "the Parties."

WITNESSETH:

Licensor hereby grants to Licensee permission to construct, install, and/or maintain a hangar for private use, at that certain location upon the Georgetown County Airport as more particularly shown on the map attached hereto as "Exhibit A" which is incorporated into this Agreement (Hereafter, "the Premises").

This License and Permit is subject to the following terms, covenants, conditions, and agreements to be kept, performed and observed by the Licensee.

1. This License and Permit shall take effect on the XXXX and shall continue until XXXX (20 years from date). This License and Permit may be renewed for one or two additional five-year terms upon mutual written agreement of the parties at least ninety (90) days prior to the expiration of the agreement. Licensee may terminate this Agreement without cause upon sixty (60) days' prior written notice to Licensor.

^ An Excerpt from Georgetown, SC Lease showing 20 years, plus 2 additional 5 year Renewals

Aeronautical Land Leases:

Land lease rates are determined by independent appraisal(s) and/or by direct comparison with the prevailing rental rate of comparable property for similar uses of the Airport. Land lease rates may be set differently for individual Tenants based on the value of the property to be leased, amount and kind of the Tenant's investment, value of the business opportunity (for those providing services to the public), amount of use projected of common facilities, type of use/activity being conducted, degree of competition for the facility being leased and location, visibility, and access to the runway. Rates are subject to changes in the consumer price index (CPI) or market conditions.

Description	Rate	Comments
Land Lease	$0.33	Per square foot per year, or as negotiated.

^ An Excerpt from Hampton County website, showing a lease rate of $0.33 per square foot, per year

- Ground Lease is for (20) years (maximum) with two five (5) year extensions.
- Aeronautical Lease rates: minimum of $0.50 per square foot per year

^ An Excerpt from Concord, NC website, showing a lease rate of $0.50 per square foot, per year, with a lease term of 20 years, plus 2 additional 5 years.

AIRCRAFT STORAGE

The Rutherford County Airport offers opportunities to tie down aircraft on the field as well as ground leases to construct hangars for indoor storage. Currently, there are approximately 24 existing structures providing indoor storage of aircraft. Additionally, pre-graded sites are available with existing taxiways to accommodate additional hangars. The current ground lease rate for the construction of hangar space is $0.20/SF/Year. A conceptual hangar development plan and hangar building requirements have been included in this package for your review. A sample copy of our ground lease agreement and commercial ground lease agreement is available upon request or to view online go to: https://www.rutherfordcountync.gov/departments/airport_dept/index.php.

^ An Excerpt from Rutherford County website, showing a lease rate of $0.20 per square foot, per year

6. GROUND LEASE
TERM, RATE, OPTIONS. The Term of this Lease is seventeen (17) years.
a. The Lease Rate shall be twenty-eight ($0.28) cents per square foot (this is the 2023 rate, of the leased premises including the building(s) footprint, 42 feet X 36 feet, 1,512 square feet, and other required area set forth in Exhibit "A" existing and commencing on the 30th day of November, 2023 and ending on the 1st day of June, 2040, unless terminated at an earlier date for any reason set forth in this lease. The lease shall be paid yearly in advance or monthly with the first increment due immediately upon lease execution.
b. Lessor has the right to adjust the lease rate at the end of the first five (5) year anniversary of this Lease, and during the intervening years, rent shall be annually adjusted based on the percentage change in the consumer price index (CPI) as adopted by the County Council in its Budget Ordinance. Lessor will provide notice of the new lease rate a minimum of ninety (90) calendar days prior to implementation.

^ An Excerpt from a Jasper County lease, issued in 2024, showing a lease rate of $0.28 per square foot, per year and a duration of 17 years.,

Publicly Sourced Airport Land Lease Rates throughout USA

Hanford Municipal Airport, Hanford, CA – $0.34

Chowchilla Airport, Chowchilla, CA – $0.14

Madera Municipal Airport, Madera, CA – $0.32

Concrete Municipal Airport, Concrete, WA – $0.11

Fort Worth Spinks Airport, Fort Worth, TX – $0.31

Mojave Air and Space Port, Mojave, CA – $0.025 (off flightline)

Fernandina Beach, FL – $0.20 (aeronautical)

Cortez Municipal Airport, Cortez, CO – $0.41

Omak Airport, Omak, WA – $0.09

Prescott Municipal Airport, Prescott, AZ – $0.09-$0.30

Connellsville, PA – $60,000 lump sum for 49-year lease

Essex Skypark, Essex, MD – $0.11 (county proposed)

Tulsa Riverside Airport, Tulsa, OK – $0.50 (approximate)

Jefferson County Airport, Port Townsend, WA – $0.50 (approximate)

Lunken Airport (LUK), Cincinnati, OH – $0.1575-$0.33

Waukesha County Airport (UES), Waukesha, WI – $0.2717-$0.4207

Kansas City Downtown Airport (MKC), Kansas City, MO – $0.245

Timmerman Field (MWC), Milwaukee, WI – $0.25-$0.30

DeKalb Peachtree Airport (PDK), Atlanta, GA – $0.40-$0.50

South St. Paul Municipal Airport (SGS), South St. Paul, MN – $0.41

Kenosha Regional Airport (ENW), Kenosha, WI – $0.25

New Richmond Airport (RNH), New Richmond, MN – $0.12

Princeton Municipal Airport (PNM), Princeton, MN – $0.20

Faribault Municipal Airport (FBL), Faribault, MN – $0.17

Indianapolis Regional Airport (MQJ), Greenfield, IN – $0.15-$0.16

Ohio State University Airport (OSU), Columbus, OH – $0.35-$0.50

St. Paul Downtown Airport, St. Paul, MN – $0.30-$0.35

Flying Cloud Airport, Eden Prairie, MN – $0.30-$0.35

USA Average: $0.31 Cents Per Square Foot Per Year

State Airport Hangar Lease Disputes, Docket No. 23-AP-336, decided May 2, 2025

Case Summary – In re State Airport Hangar Lease Disputes, Docket No. 23-AP-336 (Vermont Supreme Court, May 2, 2025):
In this case, the Vermont Supreme Court reviewed a dispute over proposed hangar lease increases at public-use airports. The Agency of Transportation (AOT) had raised annual lease rates from **$0.12 to $0.25 per square foot** at the Northeast Kingdom International Airport and from **$0.16 to $0.25 per square foot** at the Morrisville-Stowe State Airport. Tenants challenged these increases, arguing that the methodology was arbitrary and lacked transparency. The Court agreed, emphasizing that significant adjustments to airport lease rates must be supported by a clear, evidence-based methodology, including fair-market appraisals, comparable lease analysis, and consideration of national lease rate averages. The Court remanded the case for further proceedings, reinforcing the requirement that any substantial lease rate increase be documented, justified, and compliant with procedural standards.

Relevance to Ridgeland Airport:
The Vermont ruling serves as a direct cautionary precedent for Jasper County's proposed **1,600% increase at Ridgeland-Claude Dean Airport**, which seeks to raise rates from $0.28 per square foot to $4.80 per square foot—well above the national average of approximately $0.31 per square foot. Like the Vermont case, implementing such a large, unprecedented increase without a transparent, FAA-compliant methodology or fair-market appraisal exposes the county to legal challenge. The Vermont decision demonstrates that extreme lease increases must be rigorously justified using market data, national benchmarks, and standardized appraisal methods to protect tenant rights, maintain public trust, and safeguard FAA funding eligibility. Without this foundation, the proposed Ridgeland increase risks undermining both the airport's financial stability and its community of tenants.

Potential Issues With Lease Rate Increase:
If current tenants at Ridgeland-Claude Dean Airport hold leases at $0.28 per square foot, imposing significantly higher rates on new or prospective tenants would likely be considered discriminatory under both federal law and FAA grant assurances. **Public-use airports that receive FAA grant funding are obligated to offer fair and equitable access to all users, ensuring that lease rates are applied consistently and based on documented, reasonable methodologies.** Charging new tenants a drastically higher rate while maintaining lower rates for existing tenants could violate these assurances, potentially triggering legal challenges, jeopardizing the airport's eligibility for current and future FAA grants, and requiring repayment of grant funds. Such actions could also undermine public trust, expose the county to litigation, and disrupt the airport's long-term operational and financial stability.

Air Facts Journal Article:

GA Airports Suffer from Costly Mismanagement

Editor's Note: This article is based on research conducted by Washington, DC-based Swelbar-Zhong Consultancy, which provides industry analysis to aeronautical companies. Author Dr. Mike Jones served as the principal researcher of the study. More recently, Dr. Jones has served for eight years on the Pinehurst (NC) Airport Authority, including as chairman.

New research from the University of Florida has found that approximately 54% of the nearly 5,000 publicly owned airports in the United States are failing to perform as well as they should be doing, mostly due to simple mismanagement. This condition costs local airports an average of $20 million annually in lost economic impact, which extrapolates to about $35 billion annually on the national level.

Some small airports are great to visit, but many are economic ghost towns. What's worse is that because they're owned by governments they can linger like zombies for years, without anybody making effort to fix the problems. These airports are missed opportunity as airports should be dynamic; they should be economic engines actively helping towns to grow, to create jobs and businesses, and help young people find careers.

Airports are businesses, and they can be fiercely competitive as they fight for fuel sales and customers. The success of these smaller airports is important both locally and nationally because their total economic contribution is in the range of $100-$150 billion annually.

83% of the public-use airports in the U.S. are owned by cities, towns and counties. In my opinion, many municipal-owned airports don't perform well because governments have difficulties managing for-profit businesses.

Governments try to provide a basic level of service to everybody in a fair and impartial manner, like the Department of Motor Vehicles or the Post Office. Meanwhile, for-profit businesses do the exact opposite, trying to thrill a narrowly-defined group of customers. That kind of target-marketing just isn't in the DNA of a government agency. They don't have the organizational structures, the vocabulary, or even the reward systems to work like that. In short, to have a successful airport, we found it needs to be removed as far as possible from traditional government structures and processes.

While working on my doctorate at the University of Florida, I examined the management structures of 236 small airports in Virginia, North Carolina, and Florida. Using public data, the airports were classified as either "single-function" or "multi-function" structures. Multi-function organizations were those which lump airport operations inside other departments, such as inside a Department of Public Works or a Parks Department. In the study, 129 airports used the multi-functional model.

In those cases, the "board of directors" usually were the city council or county commissioners. These politicians usually lack a nuanced understanding of airport operations even though they are directly involved with hiring staff, defining budgets, and setting priorities. As a result, politicians ignore the highly technical needs of the airport and focus on other departments which attract more community interest, such as schools, roads, and parks. This degrades and undermines the ability of the airport to make significant contributions back to their community.

I have heard dozens of examples of politicians making perfectly logical decisions which were completely wrong for an airport. A great example is closing the FBO at 5pm, or on public holidays, because all government offices close at 5pm and on public holidays. Another example is forcing the airport to use clumsy fund accounting systems which can't even produce a profit and loss statement.

The examples of mismanagement abound, and like the ancient torture of "death by a thousand cuts" each mismanaged airport hurts aviation at large. Everybody remembers the tragedy of Meigs Field in Chicago, but that's just one instance of many. There is an airport in a northern climate that has to beg the highway department for snow removal services.

Lock Haven, Pennsylvania, is the airport where they made Piper airplanes for more than 40 years, but now the new city council intends to sell off the airport because it "costs the town too much." In Camas, Washington, an aloof Port Authority manages both a marina and an airport and is so uninterested in the airport they actually have refused federal grants. City officials in Watsonville, CA, plan to close a crosswind runway and build 500 homes on the land. In Monroe, NC, a base customer reports that, "The airport manager thinks he has only one customer, and that customer is the city manager."

A better model, according to the research, is a single function organization chart which is defined by the presence of an independent airport authority, board, or district. Some 91 airports in the study used the single-function organizational structure. I believe that airports run by independent authorities are more likely to be focused on meeting customer requirements, thereby producing greater total economic impact for their community.

My colleagues and I found the data supported our hypotheses. In a simple side-by-side comparison, airports operated by independent authorities generated economic returns twenty times greater than multi-function airports. Even after controlling for population, economics, geography, and airport facilities, the average single-function airport out-performed multi-function airports by more than 60%. This raises the total economic impact of an average airport from about $30 million to over $50 million. In turn, this creates hundreds of extra jobs and millions of dollars in new wages.

It should be no surprise that better management produces better outcomes. But what's unique, what's really new here, is this study actually quantifies the havoc created by an inappropriate organizational chart. It defines the cost of having a boss who either doesn't care about the business or doesn't understand the business. Knowing how much money is lost can justify the effort and investment to change the system.

There were a number of secondary findings in the research which are intriguing in their own right:

- Not all airport authorities perform equally well; about one-quarter were not "active and engaged." Our team controlled for this phenomenon by profiling twelve specific behaviors which characterize a professional airport authority.
- Airports with volunteer "pilot advisory boards" showed no statistical difference which would indicate those volunteers are persuading the politicians to make better decisions.
- Shared or remote airport authorities are a bad idea. If an airport authority manages several airports, the largest airport prospers and the subordinate airports whither.
- Privately-owned and/or "privatized" airports (where the operations are outsourced to a private company) almost always under-perform.

More research is in the works. We're hoping to expand the study to include states west of the Mississippi River to enhance the validity of the effects we've found. We're looking to determine if personality factors or leadership styles might have measurable effects, or if high levels of employee engagement might enhance airport success. We're also considering a study to define criteria which might describe the most successful airport managers.

Small airports are fascinating organizations. From a research perspective they're marvelous subjects for all sorts of analyses, and it's odd that nobody's looking at them. Maybe we can crack that code, and free up some of that $35 billion in lost economic impact and really make a difference to our communities.


Proposed Lease Draft & Resolution

Executive Summary: The attached lease draft is not speculative. It has been actively utilized by Jasper County as recently as 2024, remains one of the four currently in good standing, has received prior approval by the County, and has been reviewed and accepted by the FAA. It represents a fair and balanced solution that protects the interests of both the County and the public, while avoiding further unnecessary conflict and wasted effort on this matter.

Council members are strongly cautioned against pursuing the approach outlined in the recent E-Packet and proposed Resolution regarding drastic lease rate increases. In *State Airport Hangar Lease Disputes, Docket 23-AP-336, Vermont Supreme Court (May 2, 2025)*, the Court held that any increase above traditional CPI adjustments must be supported by a clear, well-documented methodology. In that case, the proposed rate increase of approximately 100% was still remanded because the supporting record was inadequate, unfair, and the underlying rationale (mythology) for the increase was insufficient.

The current proposal before Jasper County suggests raising rates from $0.28 to $4.80 per square foot, a 1,600% increase. By comparison, the national average for airport hangar leases is $0.31 per square foot. Implementing such a dramatic increase would expose the County to significant legal challenges, with precedent already demonstrating the risks of unsupported rate hikes.

Additionally, because several leases remain in good standing at $0.28 per square foot, issuing new leases at materially higher rates would likely be considered discriminatory under FAA Grant Assurances, a matter that federal regulators enforce with the utmost seriousness.

For these reasons, the Council is urged to give careful consideration to the proposed resolution and lease. This approach aligns with legal precedent, FAA compliance requirements, and sound public policy, providing a responsible and equitable path forward to resolve the current impasse.

- Proposed Lease Draft & Resolution Attached on Following Pages -

RESOLUTION NO. ________________

A RESOLUTION OF JASPER COUNTY COUNCIL ADOPTING A LEASING POLICY FOR AIRCRAFT STORAGE HANGARS AT RIDGELAND-CLAUDE DEAN AIRPORT

WHEREAS, Jasper County is the owner and operator of the Ridgeland-Claude Dean Airport and has previously adopted an Aircraft Storage Hangar Lease, known as the *Terminal South – May 30, 2023 Edition (Standard Replacement Lease)*, which was reviewed and approved by the County and the Federal Aviation Administration (FAA) and utilized with current tenants; and

WHEREAS, At the recommendation of the Jasper County Airport Commission, Jasper County Council recognizes the importance of adopting a consistent, fair, and federally compliant leasing policy to promote and enhance general aviation, Economical Development and Business Growth, while ensuring compliance with FAA grant assurances and applicable laws; and

WHEREAS, after review and recommendation, Jasper County Council finds it in the best interest of the County to formally adopt the Aircraft Storage Hangar Lease, *Terminal South – May 30, 2023 Edition (Standard Replacement Lease)*, as the standard lease document to be used for all future hangar lease agreements at the Ridgeland-Claude Dean Airport; and

WHEREAS, the only modification to the previously approved lease is the addition of the following phrase to the Exclusive Rights section:

"to the fullest extent allowable by Federal Aviation Administration Regulations and/or County Ordinance"

to ensure compliance with FAA Grant Assurances and applicable County Ordinances; and

WHEREAS, no other material changes have been made to the form of lease.

NOW, THEREFORE, BE IT RESOLVED by the Jasper County Council, duly assembled, that:

1. The Aircraft Storage Hangar Lease, *Terminal South – May 30, 2023 Edition (Standard Replacement Lease)*, with the single modification noted above, is hereby adopted as the official and standard lease form for use at Ridgeland-Claude Dean Airport.

2. The Jasper County Administrator, Airport Manager, and other appropriate officials are hereby authorized and directed to implement and execute lease agreements in accordance with this adopted lease policy to all current owners of hangars at Ridgeland Claude Dean Airport.

3. This Resolution shall take effect immediately upon adoption.

Signature Page to Follow

DONE, RATIFIED, AND ADOPTED this ___ day of _________, 2025, by Jasper County Council.

____

John A. Kemp

Chairman of Jasper County Council

ATTEST:

____

Wanda Giles

Clerk to Council

Adopted: __________

STATE OF SOUTH CAROLINA
COUNTY OF JASPER

AIRCRAFT STORAGE HANGAR LEASE
Terminal South

This LEASE is made effective as of the _____ day of ______ ,____, by and between

Jasper County, South Carolina herein referred to as"Lessor", and _______________,

herein referred to a s "Lessee"

RECITALS

WHEREAS, Lessor is the owner and operator of a n airport known as Ridgeland - Claude Dean Airport, hereinafter called "Airport"; and,

WHEREAS, Lessor desires to accommodate, promote, and enhance general aviation at the Airport pursuant to Title 49 United States Code, Public Law 97- 248, Airport and Airway Improvement Act of 1982; as amended and pursuant to the authority vested in the County of Jasper by the South Carolina Code of Laws, Title 55 Aeronautics; as amended; and,

WHEREAS, Lessee desires to use the facilities of the airport and to maintain a base of operations at the airport; and,

WHEREAS, Lessor is willing to lease a portion of the airport premises together with such rights and privileges as are set forth in this Lease; and,

WHEREAS, the Lessor and Lessee acknowledge that Lessee occupies an existing aircraft storage hangar for the storage of aircraft or is purchasing an existing aircraft storage hangar; as more particularly described below.

1. USE OF AIRPORT. Lessee is granted the use, in common with others similarly authorized, of the airport, together with all facilities, equipment, improvements, and services which have been or may hereafter be provided at or in connection with the airport from time to time including, but not limited to, the landing field and any extensions thereof or additions thereto, roadways, runways, aprons, taxiways, water & sewer facilities, landing lights, beacons, radio navigation aids, radio communication aids, and all other conveniences for flying, landings, and takeoffs.

2. EXCLUSIVE PROPRIETARY RIGHTS. The Lessor (Airport Owner) shall, at its sole discretion, exercise exclusive proprietary rights to provide any or all aeronautical services to the fullest extent allowable by Federal Aviation Administration Regulations and or County Ordinance.

3. EXCLUSIVE RIGHTS. Notwithstanding, anything herein contained that may be, or appear to be, to the contrary, it is expressly understood and agreed that the rights granted under this Lease are non-exclusive and the Lessor herein reserves the right to grant similar privileges to another Lessee or other Lessees on other parts of the airport.

4. ECONOMIC NON-DISCRIMINATION.

a. Commercial Operator shall furnish said services on a reasonable and not unjustly discriminatory basis, to all users thereof and charge reasonable, and not unjustly, discriminatory prices for each unit or service provided and Lessee may be allowed to make reasonable and non-discriminatory discounts, rebates or other similar types of price reductions to volume purchasers. Not applicable to non-commercial hangar Tenants.

b. Lessor will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.

c. Lessor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users oft he airport as may be necessary for the safe and efficient operation of the airport.

5. SUBORDINATION (Property Rights Reserved).
This Lease is subject to a n d subordinate to the following:

a. The Lessor reserves the right to develop and improve the Airport as it sees fit, regardless of the desires or views of Lessee, and without interference or hindrance by or on behalf of Lessee, provided Lessee is not deprived of the use or access to the leased premises or any of Lessee's rights under this Lease a n d unless said activities by the Lessor shall result in the loss of convenient access to the leased premises by Lessee assigns, subtenants, renters, agents, employees or guests.

b. The Lessor reserves the right to take any action it considers necessary to protect the aerial approaches to the Airport against obstruction, together with the right to prevent Lessee from erecting any building or other structure on the Airport which would limit the usefulness of the Airport or constitute a hazard to aircraft.

c. During national emergency, the Lessor shall have the right to lease all or any part of the landing area or airport to the United States or South Carolina National Guard for military use, and if any such Lease is executed, the provisions of this Lease insofar as they may be inconsistent with the provisions of such lease to the government, shall be suspended, but such suspension shall not extend the terms of this Lease. Abatement of Lease payments shall be reasonably determined by the Lessor and Lessee in proportion to the degree of interference with the Lessee's use of the leased premises.

6. LEASED PREMISES. Lessor grants to Lessee the exclusive use of that portion of the airport premises shown in Appendix "A" and further described as follows: Lot ______________________________ and ___________________ together with the existing hangars and other constructed improvements currently located on such premises which must be maintained on the premises throughout the term oft h e Lease.

The leased premises shall be used only for personal, non-commercial storage of aircraft. The premises may not be used for any other purpose without advance, written permission of the Lessor. The tenant shall be responsible for all taxes, maintenance and upkeep.

7. RIGHT OF INGRESS AND EGRESS. Lessee shall have at all times the full and free right of ingress and egress from the premises and facilities referred to in Appendix "A" of this Lease for Lessee, its employees, customers, passengers and guests. Such right shall also extend to persons or organizations supplying materials or furnishing services to Lessee, to include vehicles, machinery and equipment reasonably required by such persons or organizations.

8. GROUNDLEASE

TERM, RATE, OPTIONS. The Term of this Lease is _______ (__) years.

a. The Lease Rate shall be ______ ($0.__) cents per square foot [this is the 2025 rate, of the leased premises including the building(s) footprint, __ Feet, x __ Feet, ______ Total square feet, and other required area set forth in Exhibit "A" existing and commencing on the ____ day of ___________, 202_ and ending on the 1st day of _________, 20__, unless terminated at an earlier date for any reason set forth in this lease. The lease shall be paid yearly in advance or monthly wit the first increment due immediately upon leased execution.

b. Lessor has the right to adjust the lease rate at the end oft h e first five (5) year anniversary of this Lease, and during the intervening years, rent shall be annually adjusted based on the percentage change in the consumer price index (CPI) as adopted by the County Council in its Budget Ordinance. Lessor will provide notice of the new lease rate a minimum of ninety (90) calendar days prior to implementation.

9. HOLD-OVER. If for any reason, the Lessee cannot vacate the premises expeditiously at Lease expiration or termination, the Monthly Holdover rent shall be due at the rate of 200%.

10. LATE CHARGES. Lease payments, and other costs and charges authorized herein, not received by Lessor by the tenth (10th) of each month when due, if Lessee chooses to pay appropriate charges monthly, are subject to a late penalty, without notice to the Lessee, of one and one-quarter percent (0.0125) per month.

11. RULES & REGULATIONS.

a. Lessee agrees to observe and obey all laws, regulations and ordinances of the jurisdictions (federal, state and local) having authority over the premises.

b. Lessee agrees to observe and obey the Ridgeland - Claude Dean Airport "Rules & Regulations", "Minimum Standards for Aeronautical Services" and "Minimum Standards for Aircraft Hangar Construction" with respect to construction, operation and maintenance of the premises and provided further that such regulations shall not be inconsistent with procedures prescribed or approved from time to time by the Federal Aviation Administration.

c. Lessee agrees to be responsible for the proper tie down, securing or storage of aircraft under its custody.

d. Lessee agrees to be responsible for proper securing of facilities and gates after each use including use by Lessee's employees, guests and customers.

e. Lessee agrees not to handle, store or utilize any toxic or hazardous materials, beyond customary toxic or hazardous materials such as fuels, lubricants, hydraulic fluids, solvents, etc. in such quantities commonly found in aircraft hangars, without Lessor's prior written consent and approval.

f. Lessee agrees to be responsible for the mitigation and clean-up of spills of toxic or hazardous materials within the premises or emanating from the premises; including fines that may be levied by the appropriate authorities.

g. Lessee acknowledges responsibility for permit fees, licenses, taxes and encumbrances associated with the structure and contents.

12. INSURANCE. At all times during the Lease term, Lessee shall maintain, at its sole cost, insurance as specified in "Minimum Standards for Aeronautical Services" Such insurance, at a minimum, must insure against claims and liability for bodily injury and property damage arising from the use, occupancy, disuse or condition of the leased premises. The insurance shall be carried by a company or companies authorized to transact business in the State ofSouth Carolina with a financial rating of"A" or better.

13. INDEMNIFICATION OF LESSOR. Lessee agrees to indemnify Lessor against any and all liability for injuries to persons or damage to property caused by Lessee's use or occupancy of the leased premises, provided, however, that Lessee shall not be liable for any injury, damage, or loss occasioned by the negligence of Lessor or its employees, vendors, guests or agents; and provided further that Lessor shall give to Lessee prompt and timely notice ofany claim made or suit instituted directly or indirectly, contingent or otherwise, affects or might affect Lessee, and Lessee shall have the right to compromise and defend the suit to the extent of its own interest.

14. WAIVER OF SUBROGATION. Lessee and Lessor release each other and waive any right of recovery against each other for loss or damage to their respective property, which occurs on or about the leasehold or airport property (whether due to negligence or, misrepresentation of any kind, of either Party, their agents, employees, officers, contractors, licensees, invitees or otherwise), to the extent that such loss or damage is reimbursed by insurance proceeds and does not otherwise void or invalidate any required insurance coverage under this Lease. Lessee agrees that all policies of insurance obtained by it in connection with the leasehold or as required hereunder shall contain appropriate waiver of subrogation clauses.

15. TERMINATION.

a. If Lessee fails to make payment due under this Lease within thirty (30) days of the date on which such payment is due or shall violate any other term or covenant of this Lease, Lessor at its option, may terminate this Lease, after giving notice of the violation to Lessee and Lessee having thirty (30) days to cure the violation, and take possession of the hangar and Lessee's personal property as is reasonably necessary to secure payments of the amounts due and unpaid.

b. This Lease shall terminate, at the option of the Lessor, with prompt written notice to Lessee and holder of a Leasehold Mortgage upon the appointment of a receiver or trustee of all, or substantially all, of Lessee's assets by a court of competent jurisdiction.

c. Failure by the Lessor or Lessee to take any authorized action upon default by Lessee of any of the terms, covenants or conditions required to be performed, kept and observed by Lessee shall not constitute a waiver of said default nor of any subsequent breach or default of any of the terms, covenants and conditions of this Agreement.

16. SURRENDER OF POSSESSION.

a. Upon the expiration or other termination of this Lease, Lessee's rights to use of the premises, facilities and services described in this Lease shall cease, and Lessee shall vacate the premises without unreasonable delay.

b. At the termination or expiration of this Lease, Lessee shall surrender the leased premises to Lessor in as good condition as when received by Lessee from Lessor or as thereafter improved, reasonable use and wear excepted. Lessee shall repair any damage to the premises occasioned by its use, or by the removal of Lessee's trade fixtures, furnishings, and equipment and repair shall include the patching and filling of holes and repair of structural damage.

c. Except as otherwise provided in this Lease, all buildings, hangars, structures, improvements, equipment, and other property bought, installed, erected, or placed by Tenant in, on, or about the airport and premises leased, shall be deemed to be personal and shall remain the property of Tenant, and Tenant shall have right at any time during the term of this Lease or any extension, and for additional period of sixty (60) calendar days after the expiration of or otherwise termination of this Lease, to remove any and all such personal property from the airport, subject, however, to Tenant's obligation to repair all damage, if any resulting from such removal and to restore the leased premises to its original condition, waste and debris-free, and environmental issues. Any and all property not removed by Lessee prior to the expiration of the above-stated sixty (60) calendar day period shall, in County's sole discretion, become part of the land on which it is located and title to such property shall vest in Lessor.
[NOTE: Suitable adjustments will be made in accordance with the County Airport Leasing Policy in the event the improvements are to be surrendered

d. If agreed to by the County, in lieu of removal, at Tenant's option, Tenant may transfer the ownership (title) of the Improvements (specifically designated by the County\ to the County at no cost to the County.

1. Provided the Tenant has been in good standing with the County, the County may offer a Reversionary Deferred Lease Agreement ("RD Lease Agreement") to the Tenant in accordance with the adopted County Airport Leasing Policy.

2. The County will not purchase improvements at the expiration of any agreement.

17. INSPECTION BY LESSOR. Lessor, by its officers, employees, agents, and contractors, may enter the leased premises at any reasonable time for inspection and environmental testing or for any purpose necessary or incidental to the performance of its obligations under this Lease. Such inspection shall not interfere with Lessee's use, occupancy or security requirements, except when necessary for reasons of public safety and/or law enforcement, or for the protection of property. The Lessor shall endeavor to provide seventy-two (72) hours written notice of its intent to inspect.

a. ASSIGNMENT AND SUBLETTING. Lessee shall not at any time assign its rights or sublet under this Lease or any part thereof without the Lessor's prior written consent and approval. Lessee shall not subdivide either its ownership of the improvements or lease hold interest in the Leased Premises.

18. SALE OF LEASED PREMISES. Lessee shall not sell structures built on leased premises without prior written approval of the Lessor.

a. In the event Lessee offers the leasehold structure for sale, Lessor shall have the right (but not the obligation) to purchase the leasehold structure.

b. If Lessor declines or fails to purchase the leasehold structure at the asking price, Lessee shall be free to offer the leasehold structure for sale to others. However, if a bona fide offer is received from a 3rd party prospective buyer, then Lessee shall again notify Lessor, in writing, and offer the Leasehold structure to Lessor at the price and upon same or better terms named by the prospective buyer.

c. Lessee acknowledges their responsibility to provide a copy of this Lease document to prospective buyers prior to sale. Lessee further acknowledges that sale of such leasehold structure shall be documented with the execution of the approval bill of sale document included herein as Appendix "A".

d. Sale or assignment of the Leased premises only includes the right of possession under the ground lease, and the improvements, fixtures and other property installed, erected or placed by the Lessee are subject to the provisions of Section 15 of the lease, and are the property of the County if not removed as may be allowed at the termination or expiration of the Lease as set forth in the Aviation Leasing Policy. Further, any renewal of a lease executed prior to 2019 shall be conditioned upon the express acknowledgement of the rights of the County to the improvements placed upon the ground lease at the expiration of or termination of the renewal, if such are not removed as may have been allowed in the lease being renewed.

19. SURETY FOR PERFORMANCE & PAYMENT. Before any major construction, alteration or repair is commenced on the Premises, Lessee shall furnish to Lessor adequate surety for performance and payment in a form acceptable to the Jasper County finance director, in an amount not less than the cost of the improvements to be constructed, and which will remain in effect until the entire cost of the work has been paid in full and the new improvements have been insured as provided in this Lease. The surety will state the following:

a. It is conditioned to secure the completion of the proposed construction free from all liens and claims of contractors, subcontractors, mechanics, laborers and material-men following the commencement of construction;

b. The construction work shall be completed by Lessee, the general contractor, or, on their default, the surety;

c. In default of such completion and payment, such part of the amount of the surety as shall be required to complete the work shall be paid to Lessor as liquidated and agreed damages for the non- performance of Lessee's agreements, it being agreed the exact amount of Lessor's damages is difficult and impractical to ascertain; and

d. The surety will defend, hold harmless and indemnify Lessor against all loss, cost, damage, expense and liability arising out of/ or connected with the work of improvement.

20. HURRICANE WARNING. Tenant shall remove its aircraft or substitute aircraft from the Airport in the event that a hurricane warning is posted for Jasper County, South Carolina by the National Hurricane Center, or as required by the Ridgeland - Claude Dean Airport management. If, for any reason whatsoever, Tenant fails to so remove the aircraft or substitute aircraft under such circumstances, then the Tenant shall be responsible for all damages to such aircraft or substitute aircraft resulting from or in connection with Tenant's failure to so move such aircraft or substitute aircraft.

21. NOTICES. Notices provided for in this Lease shall be sufficient, if in writing, and sent by registered mail, postage prepaid, to:

Lessor:	**Lessee:**
County Administrator	____________________
C/O Airport Manager	____________________
Ridgeland - Claude Dean Airport	____________________
P.O.Box653 Ridgeland, SC 29936	____________________

22. GOVERNING LAW. This Lease shall be governed by, construed, and enforced in accordance with the laws of the State of South Carolina.

23. SEVERABILITY. If any section, sentence or clause of this Lease is for any reason held void or inoperative, the remaining provisions shall not be affected.

24. EFFECT OF LEASE. All covenants, conditions, and provision of this Lease shall extend to and bind the legal representatives, successors, and assigns of the respective parties.

25. ENTIRE AGREEMENT. This Lease constitutes the entire agreement between the parties, and any prior understanding or representation ofa n y kind preceding the date of this Lease shall not be binding on either party except to the extent incorporated in this Lease.

26. MODIFICATION OF LEASE. Any modification of this Lease or additional obligation assumed by either party in connection with the Lease shall be binding only if in writing and signed by each party or authorized representative of each party.

SIGNATURE PAGE TO FOLLOW

WHEREFORE, the parties, acting through their duly authorized and empowered representatives have caused to be executed this lease under their hands and seals, the day and year first above written.

____
(Witness)

Lessor:
JASPER COUNTY , SOUTH CAROLINA

By: ______________________

Name:

Title:

____
(Notary)

I, the undersigned notary public, do hereby certify that the above-named officer of the Lessor, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this ____ day of _________, ____

____
(Notary sign and affixes seal)
Notary Public for South Carolina
Print Name:
My Commission Expires: (SEAL)

____
(Witness)

LESEE:

By: ______________________

Name:

Title:

____
(Notary)

I, the undersigned notary public, do hereby certify that the above-named officer of the Lessor, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this ____ day of _________, ____

____
(Notary sign and affixes seal)
Notary Public for South Carolina
Print Name:
My Commission Expires: (SEAL)