

AGENDA ITEM:

#11

Ordinance

STATE OF SOUTH CAROLINA
COUNTY OF JASPER
ORDINANCE # O-2023-02

AN ORDINANCE OF JASPER COUNTY COUNCIL

To amend the Jasper County Code of Ordinances, including Article IV, *Boards and Commissions* of Chapter 2, *Administration*, so as to amend Division 7, *Jasper County Aeronautics Commission*, including provisions regarding the appointment, qualifications, duties, and responsibilities of the Aeronautics Commission; to amend certain provisions of Chapter 29 to the Jasper County Code of Ordinances, *Aviation*, so as to make clarifications and amendments to certain standards, rules and regulations; and providing for corrections and amendments to the Template Leases approved by County Council pursuant to Ordinance 19- and related matters regarding the aeronautical and other activities at the Ridgeland – Claude Dean Airport, and matters related to the foregoing.

WHEREAS, the Jasper County Aeronautics Commission (County Aeronautics Commission) was originally enabled pursuant to South Carolina Acts and Joint Resolutions Act No. 12 (1949); and

WHEREAS, subsequently, in recognition of the Home Rule Act, appointive powers to the County Aeronautics Commission were devolved to Jasper County in accordance with § 4-9-170 of the Code of Laws of South Carolina, (1976 as amended); and

WHEREAS, in 2019, Jasper County made certain additions and amendments to the Jasper County Code of Ordinances to recognize recent improvements to the Ridgeland Claude Dean Airport through the use of federal funds for the improvements, which required necessary and desirable provisions regarding the County Aeronautics Commission, aeronautical operations and airport standards; and

WHEREAS, in implementing these provisions and operating the Ridgeland Claude Dean Airport, County Council has become aware of the need for clarifications and modifications to the Code of Ordinances, including the confirmation of the abolishment of the old pre-Home Rule Act Aeronautics Commission and ratifying the establishment of a post-Home Rule Act County commission, confirmation of the name of the post-Home Rule Act County commission as re-constituted by this Ordinance as the Jasper County Airport Commission, the appointment of members of the Aeronautics Commission, certain corrections and clarifications to the specimen Template Leases, and other matters as set forth below;

WHEREAS, Jasper County Council desires to adopt various amendments to the Code of Ordinances to accomplish these purposes;

NOW THEREFORE, BE IT ORDAINED, by the Jasper County Council duly assembled and by the authority of same:

1. The Jasper County Aeronautics Commission, as initially constituted, and changed to a County Commission post-Home Rule Act by ordinances of Jasper County, pursuant to the authority of Title 4, Chapter 9 of the Code of Laws of South Carolina, including § 4-9-25, § 4-9-30, and § 4-9-170 is hereby abolished and in its stead and as a substitute, the County Council creates the Jasper County Airport Commission, prescribes the functions thereof, and provides for the appointment of its members by this Ordinance. In furtherance thereof, existing sections of the Jasper County Code of Ordinances are modified in the following manner to accomplish the substitution.
2. Chapter 2, *Administration*, of Article IV, *Boards, Commissions and Committees*, Division 7, *Jasper County Aeronautics Commission*, codified as Code Sections 2-216 through 2-400, is amended in the following particulars to reflect such change and provide for the composition, appointment of members, authority and other related matters regarding the Airports Commission:
 - a. All references to "Aeronautics" throughout the Code and the approved Rules and Regulations for the Ridgeland – Claude Dean Airport shall be changed to

“Airport”; i.e., references to the Aeronautics Commission shall become the Airport Commission.

- b. [Alternative A] Section 2-212 (a) is amended to read “The Airport Commission shall be composed of five (5) members appointed by the Jasper County Council. For convenience, the five seats shall be identified as numerical Seat #1-AC, Seat #2-AC, and so forth.”

[Alternative B] Section 2-212 (a) is amended to read “The Airport Commission shall be composed of five (5) members appointed by the Jasper County Council. For convenience, the five seats shall be identified as numerical Seat #1-AC, Seat #2-AC, and so forth. Each Councilmember shall nominate one person to serve as a commission member. In the event the nominated person is not appointed by the Council by majority vote, the councilmember making such nomination shall be entitled to nominate additional persons for consideration.”

- c. Section 2-212 (b) is amended to read “The term of office for Airport Commission members shall be two (2) years, and may serve for a total of three terms. Notwithstanding the foregoing, in order to implement the Airport Commission and provide for a staggering of terms, all presently serving members of the Aeronautics Commission are terminated effective upon the appointment of the newly constituted Airports Commission, and even number Seats shall for the initial term only have a term of three (3) years, and thereafter even number seats will have two year terms. All terms shall end on December 31. Members shall serve until their successors are appointed and qualified. Appointments to fill vacancies for an unexpired term shall expire at the scheduled time for that seat; provided that serving less than one-half of the term for that seat shall not count against the number of terms for which that appointee is eligible.”

- d. [Alternative C] Section 2-212(d) is amended to read “Members of the Airport Commission shall meet the qualifications for appointments as set forth in Section 2-78 of the Code of Ordinances, may be removed by County Council for the reasons as set forth in such Section, and except as specifically provided for within this Division, are subject to the other provisions of Section 2-78; provided,

however, notwithstanding the residency requirement of Section 2-78 (a), non-residents owning businesses and/or properties in Jasper County may be appointed to fill no more than two commission seats; and all candidates should bring business and tourism experiences and acumen to the Commission.”

[Alternative D] Section 2-212(d) is amended to read “Members of the Airport Commission shall meet the qualifications for appointments as set forth in Section 2-78 of the Code of Ordinances, may be removed by County Council for the reasons as set forth in such Section, and except as specifically provided for within this Division, are subject to the other provisions of Section 2-78; and all candidates should bring business and tourism experiences and acumen to the Commission.”

[Alternative E] No change to Section 2-212(d)

- e. Section 2-212(e) is amended to read “In addition to the five appointed commissioners, the county administrator, the Ridgeland town manager, and the airport manager shall serve as non-voting and ex-officio members of the airport commission.”
3. Chapter 29, *Aviation*, is codified as Sections 29-1 through 29-100, is amended in the following particulars:
- a. All references to the Jasper County Aeronautics Commission or Aeronautics Commission shall be changed throughout the Code of Ordinances to “Jasper County Airport Commission or Airport Commission as the context indicates.”
 - b. Section 29-1 is amended by adding a new subsection 29-1(e) reading: “Pursuant to the Home Rule Act, control of the Jasper County Aeronautics Commission, by ordinances of Jasper County previously abolished and replaced by the Jasper County Airport Commission, has been brought under County Council control, and ownership of the real property comprising the Ridgeland Claude Dean Airport is vested in Jasper County. In order to avoid confusion, all property previously titled in the name of the Jasper County Aeronautics Commission shall be quit-claimed to Jasper County by deed executed by the County Administrator, *ex-officio* member of the Aeronautics Commission and the Airports Commission, on

behalf of the Jasper County Aeronautics Commission (as succeeded by the Airports Commission) within a reasonable time after enactment of Ordinance 2023-02 to be filed in the public records, and all properties, leases structures, improvements and appurtenances of the Ridgeland Claude Dean Airport are confirmed to be owned by Jasper County, not the Aeronautics Commission, except for any personal property of hangar and their improvements yet to be reverted to County ownership by virtue of any hangar lease agreement.”

- c. Subsection 29-3(f) is amended to read: “Lease terms shall not exceed fifty (50) years for a full service fixed base operator, and thirty (30) years for other limited service fixed base operators. The standard ground lease term for other leases shall be twenty (20) years plus possible option(s) totaling ten (10) years for hangars constructed after 2020. Lease renewal terms for ground leases for properties previously leased and improved by a tenant for more than twenty (20) years, shall not exceed five (5) years, or ten (10) years if substantial structural improvements were made to a hangar after 2015 totaling more than \$50,000. Extensions on existing leases shall be made by replacement leases in accordance with the Aviation Leasing Policy adopted contemporaneously herewith, which also provides for additional time in the event the Tenant requests permission to make capital improvements or requests a Reversionary Deferred Lease Agreement as defined therein. Improvements, structures or facilities built, to be built, constructed, or placed upon the airport shall revert to the county upon termination of the lease or contract with the county if not removed in accordance with the provisions of the Aviation Leasing Policy, if such removal is allowed under the terms of the ground lease in effect.
4. The Template Leases approved for use at the Ridgeland Claude Dean Airport pursuant to Jasper County Ordinance 2019 - 14, as identified in Section 1 (a) through (n) of the Ordinance, are amended to reflect that Section 8, entitled “Ground Lease Term, Rate and Options,” and specifically subsection 8(a) of each of the Template Leases, shall have a Term consistent with the provisions of Section 29-3(f) as set forth within this

Ordinance and the Aviation Leasing Policy, with a copy of the replacement pages of each of the Template Leases being attached hereto as Exhibit "A", such Term reflecting the prior length of previous leases and improvements as identified herein. Additionally, additional Template Leases, copies of which are attached, are hereby adopted and approved which provide specific terms for renewal/replacement of existing hangar leases in accordance with the terms and conditions of the Aviation Leasing Policy.

5. Subsection 8(c) of each of the Template Leases previously approved by Council shall be deleted.
6. In all cases of existing leases seeking renewal, there shall be no option exercisable solely in the discretion of the Lessee included in any extension or renewal lease.
7. Subsection 18 of each of the Leases, entitled "Sale of Leased Premises," shall be modified include a statement clarifying that the 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 Section 15. Further, any renewal of a lease executed prior to 2019 shall be conditioned upon the express acknowledgment of the rights of the County to the improvements placed upon the ground lease at the expiration or termination of the renewal, if such are not removed as may have been allowed in the lease being renewed.
8. Section 1.5(A) of the approved Rules and Regulations for the Ridgeland – Claude Dean Airport is amended to read "When a violation of the Rules and Regulations may cause revocation of an Operating Agreement, a permit, lease agreement, and/or privileges exercised by a person or entity on the Airport, such person or entity shall receive written notification from the Airport Manager of such alleged violations giving the time

and place and such other details as shall adequately apprise such person of the alleged violation and the proposed action by the Airport Manager.

9. Section 1.5(B) of the approved Rules and Regulations for the Ridgeland – Claude Dean Airport is amended to read “A copy of this notification shall be sent to the County Administrator.”
10. Section 1.5(C) of the approved Rules and Regulations for the Ridgeland – Claude Dean Airport is amended to read “Any person or entity aggrieved by a determination, denial, or suspension and/or proposed revocation of an Operating Agreement, a permit, lease agreement, and/or privileges exercised by a person or entity on the Airport by the Airport Manager may appeal the decision to the County Council or its designee by written request stating the reasons for appeal, filed with the Airport Manager and County Administrator within ten (10) days after service of the notice referenced in Section 1.5(B) by certified mail or personal service of the notice.
11. Section 1.5(D) of the approved Rules and Regulations for the Ridgeland – Claude Dean Airport is amended to read “A hearing on an appeal from determination of the Airport Manager as provided above and a hearing on a proposed determination, denial, or suspension or revocation shall be held by the Council or its designee within ten (10) business days after receipt of a request for appeal or service of a notice of suspension and proposed revocation. The hearing shall be held upon written notice at a regular or special meeting of the Council, or, if by designee of the Council, at a hearing to be scheduled by the designee. The hearing may be continued to another date by agreement of all parties. The hearing may be beyond ten days if there is no regularly scheduled Council meeting available within such ten day period. At the hearing, all parties shall have the right to be represented by counsel, to present testimony and evidence, and to cross-examine witnesses. The proceedings shall be recorded and transcribed at the expense of the party so requesting. The rules of evidence and procedure prescribed by Council or its designee shall govern the hearing. Following the

hearing, the Council by majority vote of its members present, or the designee of Council if the hearing is held by the designee, shall render a written decision based on findings of fact and conclusions on application of the Rules and Regulations and applicable Ordinances standards herein. The written decision shall be served, by personal service or by mail, upon all parties or their representatives and shall constitute the final decision of the County.

12. A new Section 1.5(E) is added to the approved Rules and Regulations for the Ridgeland – Claude Dean Airport to read “Timely appeal of a decision of Council or its designee does not effectuate a stay of that decision. The decision of the Council or its designee shall be binding and enforceable unless overturned by an applicable appellate court after a due and timely appeal.”
13. Provisions of ordinances previously adopted by County Council which are not consistent with the restrictions and requirements of this Ordinance O- 2023-____are deemed superseded.
14. If any section, clause, paragraph, sentence or phrase of this ordinance, or the application thereof to any person or circumstances shall, for any reason, be held to be invalid or unconstitutional, such invalid section, clause, paragraph, sentence, phrase or application is hereby declared to be severable; and any such invalid or unconstitutional section, clause, paragraph, sentence, phrase or application shall in no way affect the remainder of this ordinance; and it is hereby declared to be the intention of the County Council that the remainder of this ordinance would have been passed notwithstanding the invalidity or unconstitutionality of any section, clause, paragraph, sentence or phrase thereof.
15. This ordinance shall take effect upon approval by Council.

L. Martin Sauls, IV, Chairman

ATTEST:

Wanda Simmons Clerk to Council

ORDINANCE O-2023- 02

First Reading: _____

Second Reading: _____

Public hearing: _____

Adopted: _____

Reviewed for form and draftsmanship by the Jasper County Attorney.

David L. Tedder

Date:

May 30

Jasper County Aviation Leasing Policy

LEASING POLICY

This Policy provides a framework governing leasing and rental decisions as they relate to development of general aviation and new leasing agreements.

I. DEFINITIONS

The words or phrases defined (and identified by use of a capital letter) in the Airport's Primary Guiding Documents (including, but not limited to, General Provisions, General Aviation Leasing Policy, General Aviation Minimum Standards, and Rules and Regulations), whenever used in this Agreement, shall be construed as defined therein unless (from the context) a different meaning is intended or unless a different meaning is specifically defined and more particularly ascribed to the use of such words or phrases.

II. GENERAL

Description

Jasper County ("County"), as Operator of Ridgeland Claude Dean Airport ("Airport") does hereby establish the following Leasing Policy for the Airport:

- The Leasing Policy is intended to provide potential and current Tenants an understanding of the policies, processes, and rates used by the County when leasing property at the Airport.
- The Leasing Policy was developed taking into consideration: the role and continued development of the Airport; the range, level, and quality of aeronautical products, services, and facilities currently being provided at the Airport; the future prospects for, and the anticipated development of, the Airport and the community, the need for the Airport to be as self-sufficient as possible, and the promotion of fair competition at the Airport.

The Policy sets forth the parameters for leasing Airport buildings and/or land and has been established for the following purposes:

- To foster a spirit of partnership with its Tenants, while fulfilling duties as steward of vital public assets and resources;
- To make Airport property available on fair and reasonable terms without unjust discrimination;
- To retain effective management controls over the use of scarce Airport assets, ensure land is developed at its highest and best use, and seek to remove obstacles to such controls when opportunities arise;
- To maintain a rent and fee structure with the goal of financial self-sustainability per the FAA Policy Regarding Rates and Charges and the Grant Assurances;
- To ensure that leased parcels are actually developed for use and not leased for anticompetitive reasons to prevent development;

- To ensure that available capacity neither materially exceeds, nor materially falls short of the reasonable needs of the community served by the Airport;
- To ensure compliance with applicable laws, regulations, policies, executives orders, guidelines, and requirements.

Administration and Policy Oversight

While the County has the ultimate policy-making authority in this regard, the Airport's Manager or his/her designee shall interpret and enforce this Leasing Policy.

This Leasing Policy is not intended to, and does not, waive, modify or in any way limit or preclude the exercise of any rights the County may have under existing law and/or Agreements, and all such rights are and shall be expressly reserved.

Variations and Deviations

The County reserves the right to authorize variances or deviations from this Leasing Policy. Such variances or deviations may include waiving or modifying certain criteria or requiring Tenants or Operators to meet additional criteria. All requests for variances or deviations shall be made in writing in a form described by the County.

Lease Agreement

The County requires all Persons to obtain an Agreement, in a form approved by the County, prior to engaging in any business, commercial and/or private development activity on the Airport. All commercial activities must be authorized by the County pursuant to an approved Operator Permit.

Additionally, to ensure the Airport's financial sustainability, it is also the County's policy to establish market value land and facility rental rates and make amendments to the rates at periodic intervals, in order to assure the Airport rental rates reflect inflation or other market driven changes.

All Agreements shall be prepared by the County's staff and legal counsel and shall include customary provisions included in the County's other similar Agreements.

Fees and Rents

The fees and rents (see Exhibit B) hereinafter set forth shall be used in developing new written Agreements and shall also apply, to the extent possible, to all Tenants and users of Airport facilities, subject to periodic adjustment under existing leases and other Agreements.

Maintenance and Improvements

Tenants are required to maintain their lease improvements at all times over the course

of the lease agreement. With the consent of the County, major improvements may be made to the hangar, and in an effort to assist in capitalizing those improvements, the Tenant may negotiate a lease term extension. The County Council may grant the lease term extension if they deem it appropriate.

III. REQUIREMENTS FOR LEASE EXTENSIONS ON EXISTING IMPROVEMENTS

Upon the expiration of the Original Term and any granted extensions, unless sooner terminated in accordance with the Agreement, the Tenant has the following options, unless otherwise indicated within the existing Agreement:

1. Extension.

- a. 1) All Tenants with Agreements expiring prior to and December 31, 2025, shall be offered one (1) additional five (5) year lease under either option 5 or 6 below, provided they are in good standing and have performed the obligations under the Lease and Airport Rules and Regulations.
- b. Tenants who have made capital improvements totaling more than \$50,000 after 2015 which have not had a sufficient period to fully achieve a reasonable amortization of the improvements may request a new lease under Option 6, not to exceed ten years. The new lease will be non-transferable and incorporate items 2-3 hereafter.
- c. Tenants with leases expiring after 2025 will be examined on a case-by case basis, and may be offered a substitute lease incorporating items 2-3 and 5, 6 and 7 hereafter, subject to the overall limitation that the term of the ground lease in total, including both the original term and extensions, shall not exceed 45 years.

2. Remove Improvement. If the present lease does not already provide that ownership of the hanger, fixtures and building structure ("Improvements") are the property of the County at termination/expiration in the County's sole discretion, Tenant shall remove the Improvements owned by the Tenant and unless otherwise agreed by the County, surrender the property to the County in good condition, repair, working order and appearance, free of waste and debris and environmental issues, with the removal to be completed prior to termination or expiration of the lease.

3. Transfer Ownership to County. If provided for in the expiring or expired Lease, agreed to by the County, or in lieu of removal under item 2 above at Tenant's option, Tenant may transfer at no cost to the County the ownership (or title) of the Improvements owned by the Tenant and specifically designated by the County to the County, surrendering the property to the County in good condition, repair,

working order and appearance, free of waste and debris and environmental issues. The County will not purchase Improvements at the expiration of any agreement. The County maintains the right to require the removal of improvements and alterations if the property has not been maintained and / or has no residual value, has been neglected by owner, has environmental issues, or no longer conforms to requirements. In such cases, the Tenant is responsible for removal and mitigation costs.

4. Holdover. County may choose to continue the Agreement with the Tenant on a month-to-month basis (where holdover provisions allow). This is a temporary arrangement to be used during negotiations and resolution of termination/expiration/replacement lease situations.
5. One-Time Replacement Lease. Tenant may also request a Replacement Lease Agreement without making Capital Improvements, provided they are in good standing and have performed the obligations under the Lease and Airport Rules and Regulations. Tenant would maintain ownership of the Improvements during the lease term and be responsible for all taxes, maintenance and upkeep. Rental value for the ground would be at the adopted per square foot rate as adjusted for inflation/CPI rate in existence at the time of the execution of the Replacement Lease. Unless otherwise agreed by the County, all Improvements would become the property of the County under Option 3 at the end of the Lease.
6. New Lease Agreement for Capital Improvements. Tenant may request a new Lease Agreement with a pledge of Capital Improvements (Tenant Improvement Lease) extending the life of the hangar, to include but not limited to replacing exterior siding (including on the door skin), roof, hangar door operator and other mechanical components. Lease terms will be determined by the amount of investment and reasonable amortization as determined in the County's sole discretion, but except in exceptional circumstances would not be for more than ten years, and a goal of making the Airport as self-sufficient as possible. The request for Capital Improvements must go to the County, be approved and all work must be completed within the time provided in the New Lease Agreement, failure to complete at least 51% of the pledged capital improvements shall be grounds for termination on 90 days notice to Tenant, and failure to complete 100% of the pledged capital improvements will result in a pro-rata reduction in the Term (i.e., if only 60% of the work is completed, then the Term may be reduced by 40%). Unless otherwise agreed by the County, all Improvements would become the property of the County under Option 3 at the end of the Lease.
7. Lease Reversionary Deferral Option. Tenant may also request a new Reversionary Deferred Lease Agreement ("RD Lease Agreement") without making Capital Improvements. While Tenant would maintain ownership of the hangar during the lease term and be responsible for all taxes, maintenance and upkeep, rent for ground and building would be determined not by the at the adopted ground lease rate per square foot rate as adjusted for inflation/CPI rate in existence at the time of the execution of the RD Lease Agreement, but at a rate including the use/value

of the hangar calculated to make the Airport as self-sufficient as possible utilizing the FAA Guidelines and Grant Assurances, as determined from time to time by County Council on recommendation of Airport staff or a professional appraisal, with the goal of achieving financial self-sustainability. All appropriate factors, including reasonable methodologies that may include, but are not limited to, historic cost valuation, direct negotiation with aeronautical users, or objective determinations of fair market value, comparable terms of other similar facilities on the Airport and/or other similar facilities at other comparable Airports in the region, shall be taken into account in establishing the rental rates and charges. The Term of the RD Lease is five (5) years, with a possible extension of up to five (5) additional years, in County's sole discretion. In no event should the reversionary deferred extended term (together with the original lease term for the hangar and any extensions) exceed 45 years. Unless otherwise agreed by the County, all Improvements would become the property of the County under Option 3 at the end of the Lease.

8. Unless otherwise stated above, all new lease agreements, Replacement Leases, or extensions will incorporate a reversionary clause as set forth in item 3 above as the only option at lease end.

9. The County Airport Reversionary Policy is a part of this Leasing Policy, and is attached as Exhibit A.

IV. REQUIREMENTS FOR NEW DEVELOPMENT

The term (length) of an Agreement for new development shall be established considering the amount of Tenant investment in physical/fixed improvements on the Airport. Subject to any applicable Regulatory Measures, the maximum term for a ground lease will be as follows:

Table 3-1 Agreement Term Investment Schedule*	
Aeronautical Related Facility	Total Years Including Extensions
\$150K	20
\$300K	25
\$600K or more	30

*Amounts based on construction costs of \$125.00 per square foot for new hangar construction.

Leasehold Development with Apron Access

Due to the cost and limited availability of aircraft parking aprons at the Airport, the goal of the Airport is to provide access to a publicly funded apron frontage to only those

businesses that require the use of an apron and that provide aeronautical services to the public.

All leaseholds located along publicly funded aircraft parking aprons shall be subject to additional review. Any new lease with public apron access or projected to have public apron access will be required to demonstrate both the need for the publicly available apron space and the aeronautical services they will provide for the public. A determination shall be made by the County that apron access is absolutely necessary and that no other options are available. Tenants requesting additional apron space will be required to prove to the County why construction of an apron expansion is not an option.

The associated Lease shall define the use and shall include an apron access termination clause for cause in the event Tenant changes the use to something that no longer requires apron access.

At no time will Tenants be allowed to reserve apron space for future development.

All buildings constructed along aprons shall be fifty (50') feet back from the publicly funded apron and that setback space shall be part of the leasehold, subject to additional restrictions, and maintained by the Tenant. New connections from the structure to the aircraft parking apron may be funded by the Airport, and the Improvements shall be special assessed back to the Tenant over a twenty (20) year period.

V. REQUIREMENTS FOR ALL LEASES

The following requirements are applicable to all Aviation Lease Agreements.

End of Lease

Ground Agreements shall provide that when the terms with current Tenants (being those with Leases in effect as of the adoption date of this Policy) expire, the Improvements shall be removed or they will revert to the County as set forth above in Article III, Items 2 or 3. Leases for new hangars constructed after the effective date of this Policy shall provide for reversion of Improvements to the County at no cost at the end of the Lease Term, with the property surrendered to the County in good condition, repair, working order and appearance, free of waste and debris and environmental issues. The County maintains the right to require the removal of improvements and alterations if the property has not been maintained and / or has no residual value, has been neglected by owner, has environmental issues, or no longer conforms to requirements. In such cases, the Tenant is responsible for removal and mitigation costs.

Tenant Responsibilities

All new Agreements shall require the Tenant to be responsible for, including but not limited to: insurance, taxes, janitorial, landscaping, lawn maintenance, pavement upkeep, snow removal, trash removal, all other maintenance, utility costs, etc.

Rental Rates

All rental rates established in Airport Agreements shall be as determined from time to time by County Council on recommendation of Airport staff or a professional appraisal, with the goal of achieving financial self-sustainability. All appropriate factors, including reasonable methodologies that may include, but are not limited to, historic cost valuation, direct negotiation with aeronautical users, or objective determinations of fair market value, comparable terms of other similar facilities on the Airport and/or other similar facilities at other comparable Airports in the region, shall be taken into account in establishing the rental rates and charges.

Rent Adjustments

All rents shall be adjusted every five (5) years throughout the Original Term of all Agreements and any Renewal/Replacement Terms. In 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.

Sublease and Assignments

Certain approved Commercial Aeronautical Operators may sublease any portion of their leased space, but only with the prior written consent of the County through a County approved Operator Permit. Tenants may not assign their Agreements, whether by operation of law or otherwise, without the prior written consent of the County. Any such sale, assignment, or transfer without Lessor's prior express written consent shall be null and void and, at Lessor's option, shall constitute a default or breach of their Agreement.

Leasehold Mortgages

Tenants may not grant leasehold mortgages without prior written approval of the County, and approval may be granted, conditioned, delayed, or denied at the County's discretion. If the County consents, the leasehold mortgage may secure only the indebtedness which is invested in improvements to the leasehold, may not burden the real property, and shall recognize the reversionary provisions of the Lease Agreement.

Development, Improvements, Construction and Alterations

Tenant shall not make any Improvements (including any changes or modifications, additions, or deletions) to the Leased Premises without the prior express written consent of the County. Tenants will be required to comply with Development Guidelines, including guidelines regarding signage, and to obtain all required development and construction permits and approvals, including those of the County as described in the Agreement.

All Tenant-constructed alterations, improvements and/or deletions, including but not limited to, offices, hangars, access roads, access taxiways, vehicle parking areas and Aircraft parking areas, shall be in accordance with Development Guidelines established by the County and in accordance with applicable federal, state and local codes, ordinances, laws, rules and regulations. Tenant shall not be permitted to proceed with any construction or remodeling on the premises leased/assigned without first obtaining

advance written approval of plans and specifications for such work from all applicable agencies, including the Airport's Manager.

1. Notice of Proposed Construction Alteration Form. Prior to making any Improvements, the Tenant shall submit to the County for its review and approval detailed plans, designs, and specifications, including cost estimates, a project schedule, and a list of the contractors selected by Tenant to make the approved Improvements. If applicable, the Tenant shall complete and include Federal Aviation Administration 7460-1 Notice of Proposed Construction Alterations form.
2. Regulatory Compliance. The approved Improvements shall comply with applicable Regulatory Measures including, but not limited to, CFR Title 14 Part 77 Safe, Efficient Use, and Preservation of the Navigable Airspace. The Tenant shall procure all building, fire, safety, and other permits necessary in connection with the approved Improvements from federal, state, and local agencies having jurisdiction.
3. Leasehold Development Requirements. Within 30 days after notification by the County of its approval, the Tenant shall commence work on the approved Improvements to the Leased Premises in accordance with the conditions of the County's approval. The Tenant shall be fully liable to the County for any damage resulting from the work on or associated with the approved Improvements. All deliveries of materials and supplies shall be made through the access points and via routes designated by the County. In the event the Tenant does not commence work on the Improvements within the allotted time or does not complete improvements within a six (6) month period, the County may elect to revoke approval and the Leasehold and associated improvements will revert to the County.
4. Liens for Improvement Cost and Expenses. All work completed shall be at the Tenant's sole cost and expense, free and clear of liens for labor and material, and the Tenant shall indemnify the County, as required by the General Aviation Minimum Standards.
5. Performance Bond. The Tenant shall furnish its Performance Bond in the form acceptable to the County in the amount of 100% of its total construction costs to guarantee completion of the Improvements.
6. Claims. The Tenant shall pay all claims lawfully made against it by its contractors, subcontractors, material men, and workmen, and all claims lawfully made against it by other third persons arising out of or in connection with the performance of any work on or associated with the approved Improvements, and shall cause its contractors and subcontractors to pay all such claims lawfully made against them. The Tenant shall also pay all liens held by subcontractors and provide Airport with proof of payment of excise tax.

No Unauthorized Use

All Commercial uses and certain Non-Commercial uses of Airport properties shall be permitted only pursuant to an Agreement in accordance with this Policy, consistent with applicable rents, charges, or revenue formulas established by the County. Tenants may not use their facilities for Commercial Activities unless pursuant to an Operator Permit with the County.

Prohibited Activities

Airport land or Improvements shall not be occupied or used for any activity that, in the sole discretion of the Airport Manager, is contrary to the safe and efficient operation of the Airport including any activity that jeopardizes the safety of the public, Aircraft, or property located at the Airport.

“Through-the-Fence” activities are prohibited.

VI. REQUIREMENTS FOR AIRPORT OWNED STRUCTURES

The following requirements are applicable to Airport owned structures that are leased.

New Agreements

Unless otherwise agreed, all new Agreements for hangars, buildings, or other facilities owned by the County shall require the County to be responsible for insurance, landscaping, lawn maintenance, parking lot upkeep, snow removal, and all other maintenance, and utility costs. Tenants shall be required to obtain liability and property insurance covering their operations and property.

Rental Rates

All rental rates established in Airport Agreements shall be as determined from time to time by County Council on recommendation of Airport staff or a professional appraisal, with the goal of achieving financial self-sustainability. All appropriate factors, including reasonable methodologies that may include, but are not limited to, historic cost valuation, direct negotiation with aeronautical users, or objective determinations of fair market value, comparable terms of other similar facilities on the Airport and/or other similar facilities at other comparable Airports in the region, shall be taken into account in establishing the rental rates and charges..

Rent Adjustments

Rent may be adjusted by the County periodically under consideration of current market rates, Consumer Price Index (CPI), and current Airport rates and charges.

Sublease and Assignments

Tenants may not sublease or assign an Agreement without written consent of the County.

Commercial Activities

Tenants may not use their facilities for Commercial Activities unless pursuant to an Operator Permit with the County.

EXHIBIT A

Ridgeland Claude Dean Airport Reversion Policy

Background and Setting

The operation of a federally obligated airport involves a complex relationship between the airport sponsor and aeronautical tenants. Lease agreements provide the right for tenants to use the airfield and public airport facilities, exclusively occupy and use designated premises, and offer commercial goods and services. Airports must carefully craft lease agreements in a manner that is in compliance with federal grant assurances, as defined in the FAA Airport Compliance Manual Order 5190.6B, while managing for economic sustainability, future property development, and preserved rights and powers. The airport sponsor must ensure that lease agreements do not surrender the capability to control the airport. Best practices for leasing and developing airport property commonly contain requirements for reversion of tenant-owned improvements at lease termination. The reversion of improvement title to the property owner protects the airport sponsor from unexpected or unprepared obligations (Transportation Research Board, Guidebook for Developing and Leasing Airport Property, 2011).

Although the FAA has stated they do not track airports with reversion clauses, the FAA does recommend reversion clauses to clearly define what occurs at the end of a lease for both the tenant and airport sponsor. As stated in a letter from FAA to Senator Gordon Smith in response to a similar dispute at the Rogue Valley International-Medford Airport in 2002, it is common for permanent capital improvements made to or on land to become the property of the landowner at the termination of the lease. Problems and disputes occur because tenants often fail to consider what occurs at the end of the lease term.

The Airport Reversion Policy applies to ground leases on property owned and managed by Jasper County (County) where the tenant or lessee owns improvements and/or alterations (buildings and infrastructure).

Policy Considerations

A land lease policy adopted by the County must balance economic development goals with obligations for managing airport properties. The terms of underlying land leases materially affect development or marketability of

improvements, liquidity, and financing considerations. To attract and keep viable business interests while maintaining necessary control of airport property, successful economic development objectives should require that tenants have options in their lease terms. As stated above, compliance with FAA regulations and Grant Assurances must be achieved to continue necessary grant funding support. The following points should be and have been considered in shaping lease language.

1. The lease term must be of adequate length for the tenant to amortize investment in improvements, and to enjoy the benefits there-of, but not so long as to unnecessarily restrict future development options for the County.
2. Minimize future and unplanned financial burden to County that may be caused by purchase of improvements, remediation of environmental matters, or cost of maintenance.
3. Assign general maintenance and repair responsibility and expense along with grounds upkeep to the tenant when possible.
4. Provide a process whereby the owner can sell tenant improvements during the Term of the lease and for assumption/renewal of the land lease. The lease should include a specific description of the transfer process including, but not limited to the following:
 - a. Tenant will provide written notice to County of intent to sell.
 - b. County will have the first right to match any legitimate offer to purchase.
 - c. Tenant may provide an appraisal of market value to County at the tenant's expense in the event of disagreement with respect to value or utility.
 - d. If County elects not to purchase, a third-party purchaser must formally assume lease terms or negotiate a new lease w/ County, specifically acknowledging the reversion provisions.
5. Provisions should be allowed for the airport sponsor to develop property in the most advantageous manner. Consider lease term length and opportunities to vacate property if needed. (Early termination is allowed if it is in the best interest of County)

Policy Requirements

1. Title of improvements and alterations will revert to County at termination of the lease or any lease extension, provided there are no material environmental clean-up or mitigation, neglect or lack of maintenance expenditures.
2. Establish a fee and rental structure that will make the County as self-sustaining as possible.
3. Provide for exceptions to the policy by County Council on a case-by-case basis (e.g., Reversion Deferral)
4. Protect against abandonment, non-compliance with Minimum Standards, other prohibited activities and/or default of lease agreement.
5. Require personal liability recourse for the County in cases where leases are made to non-individuals (such as LLC's & Corporations).
6. Require the City be named as additional loss payee on liability and building replacement insurance policies.
7. Provide County with the right to inspect and / or obtain customary assurances of building upkeep & maintenance.
8. Ensure new land leases with reversionary terms & County right to match sales price during the Term of the Lease (in memorandum format) are visible in the public record.
9. Ensure the cost of originating leases are reasonably shared between Lessor & Lessee.
10. Require that land leases made contingent upon making improvements (to leased property) within a certain time have lease expiration provisions if improvements are not completed by the agreed upon date(s).

Reversion Policy

General

Provisions for reversions in existing leases are contained in the contemporaneously adopted Aviation Leasing Policy. Existing Leases are defined as those in effect at the date of adoption of the Aviation Leasing Policy. For new leases, the Standard Reversion Model shall remain in effect throughout the term of the lease.

Subletting of buildings does not affect the terms of these provisions.

If Lessee sells a building on contract, and/ or with deferred transfer of title, for the purposes of this policy it is considered a sale.

Standard Reversion Model

The Standard Reversion Model for new leases has an initial term length of 20 years and up to two 5-year term extensions available for new construction. Existing Leases have reversion options as set forth in the Aviation Leasing Policy. In no event should the reversionary extended term (together with the original lease term for the improvements and any extensions) exceed the Maximum Lease Term of 45 years. For the life of the lease, Tenant pays prevailing ground lease rate with periodic market rate adjustments as defined in the lease. At the end of the lease term, plus any extensions, the following standard reversion applies:

- 1) At lease termination, ownership of all improvements reverts to County unless in the County's sole discretion, it declines due to neglect, lack of maintenance, or environmental matters which would require material expenditure of County Airport funds.
 - a. If County takes ownership of the improvements, then County is responsible for all repairs and maintenance from that time, unless otherwise negotiated.
- 2) County maintains the right to require the removal of improvements and alterations if the property has not been maintained and / or has no residual value, has been neglected by owner, has environmental issues or no longer conforms to requirements. In such cases, the Tenant shall be responsible for removal costs.

Option B, New Lease Agreement for Capital Improvements (Tenant Improvement Model)

The Tenant Improvement Model for new leases has an extended term that can be requested when either new capital improvements are proposed for properties under new leases, or the existing Tenant has made capital improvements under the new lease which have not had a sufficient time to fully achieve a reasonable amortization of the improvements by the end of the Term. The term of the new lease may be up to ten years, depending on the amount invested in accordance with the Table included in the Aviation Leasing Policy, as amended from time to time.

Existing Leases (as defined above) have an extended term available as set forth in the Aviation Leasing Policy with specific reversion provisions. Tenant negotiates the

new Lease with the County. With the following Tenant Improvement Model standard reversion provisions will be incorporated:

- 1) At lease termination, ownership of all improvements reverts to the County, unless in the County's sole discretion, it declines due to neglect, lack of maintenance, or environmental matters which would require material expenditure of County Airport funds.
 - a. If County takes ownership of the improvements, then County is responsible for all repairs and maintenance from that time, unless otherwise negotiated.
- 2) County maintains the right to require the removal of improvements and alterations if the property has not been maintained and / or has no residual value, has been neglected by owner, has environmental issues, or no longer conforms to requirements. In such cases, the Tenant shall be responsible for removal costs.
- 3) Tenant is responsible for all repairs and maintenance during the term of the extension, unless otherwise negotiated.
4. Lease rental terms will be determined by the amount of investment and reasonable amortization as determined in the County's sole discretion, but except in exceptional circumstances would not be for more than ten years, and a goal of making the Airport as self-sufficient as possible.
- 5) There shall be a ten (10) year term limit on the new Lease Agreement and extensions, considering that in no event should the reversionary deferred extended term (together with the original lease term for the hanger and any extensions) exceed 45 years.

Option C, Reversionary Deferred Lease Agreement

The Reversionary Deferred Lease Agreement (RD Lease Agreement) is a possible option the County, in its sole discretion, may consider in individual circumstances. While Tenant would maintain ownership of the hangar during the lease term and be responsible for all taxes, maintenance and upkeep, rent for ground and building would be determined not by the at the adopted ground lease rate per square foot rate as adjusted for inflation/CPI rate in existence at the time of the execution of the RD Lease Agreement, but at a rate including the use/value of the hangar calculated

to make the Airport as self-sufficient as possible in accordance with FAA Guidelines and Grant Assurances, as determined from time to time by County Council on recommendation of Airport staff or a professional appraisal, with the goal of achieving financial self-sustainability. All appropriate factors, including reasonable methodologies that may include, but are not limited to, historic cost valuation, direct negotiation with aeronautical users, or objective determinations of fair market value, comparable terms of other similar facilities on the Airport and/or other similar facilities at other comparable Airports in the region, shall be taken into account in establishing the rental rates and charges. The Term of the RD Lease is five (5) years, with a possible extension of up to five (5) additional years, in County's sole discretion, and subject to the overall limitation on the length of Leases contained in the Airport Leasing Policy. Unless otherwise agreed by the County, all Improvements would become the property of the County under the provisions set forth in Number 1 and 2, Standard Reversion Model, set forth above.

Existing Leases (as defined above) have an extended term available as set forth in the Aviation Leasing Policy with specific reversion provisions.



SCHEDULE OF FEES

Ridgeland – Claude Dean Airport

Fuel (Aviation Gasoline) – Full-Service	Commodity Pricing
Fuel (Jet -A) - Full-Service	Commodity Pricing
After Hours Fee (Prior Notice Requested)	\$ 150
Crew/Pax Transport Fee (Flat Rate)	\$ 80
Tie Down Fee Daily (Piston)	\$ 5
Tie Down Fee Monthly (Single-Engine Piston)	\$ 60
Tie Down Fee Monthly (Glider)	\$ 60
Tie Down Fee Monthly (Pole Barn, per stall)	\$ 70
Tie Down Fee Monthly (Light Piston Twin)	\$ 80
Tie Down Fee Monthly (Heavy Piston Twin)	\$ 200
Tie Down Fee Monthly (Turbine)	\$ 350
Ramp Fee (Piston) waived with 10-gallon fuel purchase	\$ 10
Ramp Fee (Piston, Multi-Engine), waived with 20 gallon fuel purchase	\$ 20
Ramp Fee (Turbine) waived with 50-gallon fuel purchase	\$ 60
Long-term Vehicle Parking Fee, Monthly	\$ 35
Hangar Ground Lease, per square foot	\$0.28

STATE OF SOUTH CAROLINA) **AIRCRAFT STORAGE HANGAR LEASE**
) Terminal South
COUNTY OF JASPER) 2023 (Reversionary Deferred Lease)
Improvements)

This LEASE is made effective as of the _____ day of _____, 20____, by and between Jasper County, South Carolina herein referred to as "Lessor", and _____, herein referred to as "Lessee".

RECITALS

WHEREAS, Lessor is the owner and operator of an 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, and desires to seek a Reversionary Deferred Lease Agreement in accordance with the County Airport Lease Policy.

NOW THEREFORE, for and in consideration of the above recitals, the terms and covenants of this Lease, and other valuable consideration, the receipt of which is acknowledged, the parties agree as follows:

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.
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 of the airport as may be necessary for the safe and efficient operation of the airport.
5. **SUBORDINATION (Property Rights Reserved).**

This Lease is subject to and 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 and 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 tax map and parcel 062-21-01-001** together with the existing hangars and other constructed improvements currently located on such premises which must be maintained on the premises throughout the term of the 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. GROUND LEASE

TERM, RATE, OPTIONS. The Term of this Lease is five (5) years, with a possible extension of up to five (5) additional years, in County's sole discretion, and subject to the overall limitation on the length of Leases contained in the Airport Leasing Policy.

- a. The Initial Lease Rate shall be _____, calculated in accordance with the County Airport Leasing Policy at a rate including the use/value of the hangar calculated to make the Airport as self-sufficient as possible, including the building(s), its footprint and other required area set forth in Exhibit "A". This Lease shall commence on the ____th day of _____, 202__ and end on the ____th day of _____, 202__, 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. During the lease term Tenant shall be responsible for all taxes, maintenance and upkeep. Rent for ground and building has been determined not by the at the adopted ground lease rate per square foot rate as adjusted for inflation/CPI rate in existence at the time of the execution of the RD Lease Agreement, but at a rate including the

use/value of the hangar calculated to make the Airport as self-sufficient as possible.

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 of South 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 of any 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, and in accordance with the County Airport Leasing Policy, 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 and the Reversionary Policy in the event the improvements are to be surrendered to the County under the Lease being replaced]
- 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. 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.
18. **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 leasehold interest in the Leased Premises.
19. **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 for sale, Lessor shall have the right (but not the obligation) to purchase the leasehold.
 - b. If Lessor declines or fails to purchase the leasehold at the asking price, Lessee shall be free to offer the leasehold 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 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 shall be documented with the execution of the approval bill of sale document included herein as Appendix "A".
20. **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:
 - 1) It is conditioned to secure the completion of the proposed construction free from all liens and claims of contractors, subcontractors, mechanics, laborers and materialmen following the commencement of construction;
 - 2) The construction work shall be completed by Lessee, the general contractor, or, on their default, the surety;

3) 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

4) 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.

21. 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.

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

Lessor:

County Administrator
C/O Airport Manager
Ridgeland – Claude Dean Airport
P.O. Box 653
Ridgeland, SC 29936

Lessee:

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

24. 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.

25. 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.

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

27. **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 follows.]

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.

LESSOR:

JASPER COUNTY, SOUTH CAROLINA

(Witness)

By: _____

Name:

Title:

[Seal]

Notary

STATE OF SOUTH CAROLINA)

) ACKNOWLEDGEMENT

COUNTY OF JASPER)

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 _____ 20____.

[SEAL]

(Notary signs and affixes seal)
Notary Public for South Carolina
Print Name: _____
My Commission Expires:

LESSEE:

(Witness)

By: _____

Name:

Title:

[Seal]

Notary

STATE OF SOUTH CAROLINA)

)

ACKNOWLEDGEMENT

COUNTY OF JASPER)

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 _____ 20____.

[SEAL]

(Notary signs and affixes seal)

Notary Public for South Carolina

Print Name: _____

My Commission Expires:

STATE OF SOUTH CAROLINA) **AIRCRAFT STORAGE HANGAR LEASE**
) Terminal South
 COUNTY OF JASPER) 2023 (Capital Improvements Lease)
 Improvements)

This LEASE is made effective as of the ____ day of _____, 20____, by and between Jasper County, South Carolina herein referred to as "Lessor", and _____, herein referred to as "Lessee".

RECITALS

WHEREAS, Lessor is the owner and operator of an 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, and desires to make substantive capital improvements to the hangar in exchange for a new lease providing a Term sufficient to adequately amortize the investment cost of such improvements, or has made an investment of more than \$ _____ since January 1, 2016 and requests additional time to achieve adequate amortization (Capital Improvements Lease Agreement in accordance with the County Airport Lease Policy.

NOW THEREFORE, for and in consideration of the above recitals, the terms and covenants of this Lease, and other valuable consideration, the receipt of which is acknowledged, the parties agree as follows:

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.
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 of the airport as may be necessary for the safe and efficient operation of the airport.
5. **SUBORDINATION (Property Rights Reserved).**

This Lease is subject to and 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 and 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 tax map and parcel 062-21-01-001** together with the existing hangars and other constructed improvements currently located on such premises which must be maintained on the premises throughout the term of the 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. GROUND LEASE

TERM, RATE, OPTIONS. The Term of this Lease is five (5) years, with a possible extension of up to five (5) additional years, in County's sole discretion, and subject to the overall limitation on the length of Leases contained in the Airport Leasing Policy.

- a. The Initial Lease Rate shall be _____, calculated in accordance with the County Airport Leasing Policy at a rate including the use/value of the hangar calculated to make the Airport as self-sufficient as possible, including the building footprint and other required area set forth in Exhibit "A", and allowing adequate time for the amortization of the new or recent capital improvements. This Lease shall commence on the ____th day of _____, 202__ and end on the ____th day of _____, 202__, 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. [Option where new improvements pledged]. The pledged capital improvements to be made by Tenant must be based upon approved plans and specifications, and all work must be completed by _____; failure to complete at least 51% of the pledged capital improvements shall be grounds for termination on 90 days notice to Tenant, and failure to complete 100% of the pledged capital improvements will result in a pro-rata reduction in the Term (i.e., if only 60% of the work is completed, then the Term may be reduced by 40%).
 - c. During the lease term Tenant shall be responsible for all taxes, maintenance and upkeep. Rent for ground and building has been determined not by the at the adopted ground lease rate per square foot rate as adjusted for inflation/CPI rate in existence at the time of the execution of the RD Lease Agreement, but at a rate including the use/value of the hangar calculated to make the Airport as self-sufficient as possible.
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 of South 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 of any 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.
- d. This Lease may also be terminated in accordance with the provisions of Paragraph 8 above for failure to complete pledged improvements.

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, and in accordance with the County Airport Leasing Policy, 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 to the County under the Lease being replaced. The County maintains the right to require the removal of improvements and alterations if the property has not been maintained and / or has no residual value, has been neglected by owner, has environmental issues, or no longer conforms to requirements. In such cases, the Tenant is responsible for removal and mitigation costs.]

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 upon such conditions as the County may agree.

1. 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.
18. **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 leasehold interest in the Leased Premises.
19. **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 for sale, Lessor shall have the right (but not the obligation) to purchase the leasehold.
 - b. If Lessor declines or fails to purchase the leasehold at the asking price, Lessee shall be free to offer the leasehold 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 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 shall be documented with the execution of the approval bill of sale document included herein as Appendix "A".

20. **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:

1) It is conditioned to secure the completion of the proposed construction free from all liens and claims of contractors, subcontractors, mechanics, laborers and materialmen following the commencement of construction;

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

3) 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

4) 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.

21. **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.

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

Lessor:

County Administrator
C/O Airport Manager
Ridgeland – Claude Dean Airport
P.O. Box 653
Ridgeland, SC 29936

Lessee:

23. **GOVERNING LAW.** This Lease shall be governed by, construed, and enforced in accordance with the laws of the State of South Carolina.
24. **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.
25. **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.
26. **ENTIRE AGREEMENT.** This Lease constitutes the entire agreement between the parties, and any prior understanding or representation of any kind preceding the date of this Lease shall not be binding on either party except to the extent incorporated in this Lease.
27. **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 follows.]

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.

LESSOR:

JASPER COUNTY, SOUTH CAROLINA

(Witness)

By: _____

Name:

Title:

[Seal]

Notary

STATE OF SOUTH CAROLINA)

) ACKNOWLEDGEMENT

COUNTY OF JASPER)

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 _____ 20 ____.

[SEAL]

(Notary signs and affixes seal)
Notary Public for South Carolina
Print Name: _____
My Commission Expires:

LESSEE:

(Witness)

By: _____

Name:

Title:

[Seal]

Notary

STATE OF SOUTH CAROLINA)

) ACKNOWLEDGEMENT

COUNTY OF JASPER)

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 _____ 20 ____.

[SEAL]

(Notary signs and affixes seal)

Notary Public for South Carolina

Print Name: _____

My Commission Expires:

STATE OF SOUTH CAROLINA) **AIRCRAFT STORAGE HANGAR LEASE**
) Terminal South
COUNTY OF JASPER) 2023 edition (Standard Replacement Lease)

This LEASE is made effective as of the _____ day of _____, 20____, by and between Jasper County, South Carolina herein referred to as "Lessor", and _____, herein referred to as "Lessee".

RECITALS

WHEREAS, Lessor is the owner and operator of an 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.

NOW THEREFORE, for and in consideration of the above recitals, the terms and covenants of this Lease, and other valuable consideration, the receipt of which is acknowledged, the parties agree as follows:

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.

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 of the airport as may be necessary for the safe and efficient operation of the airport.
5. **SUBORDINATION (Property Rights Reserved).**

This Lease is subject to and 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 and 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 tax map and parcel 062-21-01-001** together with the existing hangars and other constructed improvements currently located on such premises which must be maintained on the premises throughout the term of the 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. GROUND LEASE

TERM, RATE, OPTIONS. The Term of this Lease is five (5) years.

a. The Initial Lease Rate shall be twenty-eight (\$0.28) cents per square foot [this is the 2032 rate, insert the then in-effect rate] of the leased premises including the building(s) footprint and other required area set forth in Exhibit "A" existing and commencing on the ___th day of _____, 202__ and ending on the ___th day of _____, 202__, 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.

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 of South 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 of any 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 to the County under the Lease being repaced]

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.

18. **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 leasehold interest in the Leased Premises.

19. **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 for sale, Lessor shall have the right (but not the obligation) to purchase the leasehold.
 - b. If Lessor declines or fails to purchase the leasehold at the asking price, Lessee shall be free to offer the leasehold 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 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 shall be documented with the execution of the approval bill of sale document included herein as Appendix "A".
20. **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:
- 1) It is conditioned to secure the completion of the proposed construction free from all liens and claims of contractors, subcontractors, mechanics, laborers and materialmen following the commencement of construction;
 - 2) The construction work shall be completed by Lessee, the general contractor, or, on their default, the surety;
 - 3) 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
 - 4) 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.

21. **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.

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

<p>Lessor:</p> <p>County Administrator C/O Airport Manager Ridgeland – Claude Dean Airport P.O. Box 653 Ridgeland, SC 29936</p>	<p>Lessee:</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>
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23. **GOVERNING LAW.** This Lease shall be governed by, construed, and enforced in accordance with the laws of the State of South Carolina.

24. **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.

25. **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.

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

27. **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 follows.]

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.

LESSOR:

JASPER COUNTY, SOUTH CAROLINA

(Witness)

By: _____

Name:

Title:

[Seal]

Notary

STATE OF SOUTH CAROLINA)

) ACKNOWLEDGEMENT

COUNTY OF JASPER)

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 _____ 20____.

[SEAL]

(Notary signs and affixes seal)
Notary Public for South Carolina
Print Name: _____
My Commission Expires:

LESSEE:

(Witness)

By: _____

Name:

Title:

[Seal]

Notary

STATE OF SOUTH CAROLINA)

)

ACKNOWLEDGEMENT

COUNTY OF JASPER)

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 _____ 20____.

[SEAL]

(Notary signs and affixes seal)

Notary Public for South Carolina

Print Name: _____

My Commission Expires:

AGENDA ITEM:

#11

Attachment:

*Aircraft Ordinance Comparison February 2023
with May 31, 2023 with appointment alternatives
with Ordinance*

STATE OF SOUTH CAROLINA
COUNTY OF JASPER
ORDINANCE # O-~~23~~—2023-02

AN ORDINANCE OF JASPER COUNTY COUNCIL

To amend the Jasper County Code of Ordinances, including Article IV, *Boards and Commissions* of Chapter 2, *Administration*, so as to amend Division 7, *Jasper County Aeronautics Commission*, including provisions regarding the appointment, qualifications, duties, and responsibilities of the Aeronautics Commission; to amend certain provisions of Chapter 29 to the Jasper County Code of Ordinances, *Aviation*, so as to make clarifications and amendments to certain standards, rules and regulations; and providing for corrections and amendments to the Template Leases approved by County Council pursuant to Ordinance 19- and related matters regarding the aeronautical and other activities at the Ridgeland – Claude Dean Airport, and matters related to the foregoing.

WHEREAS, the Jasper County Aeronautics Commission (County Aeronautic Commission) was originally enabled pursuant to South Carolina Acts and Joint Resolutions Act No. 12 (1949); and

WHEREAS, subsequently, in recognition of the Home Rule Act, appointive powers to the County Aeronautics Commission were devolved to Jasper County in accordance with § 4-9-170 of the Code of Laws of South Carolina, (1976 as amended); and

WHEREAS, in 2019, Jasper County made certain additions and amendments to the Jasper County Code of Ordinances to recognize recent improvements to the Ridgeland Claude Dean Airport through the use of federal funds for the improvements, which required necessary and desirable provisions regarding the County Aeronautics Commission, aeronautical operations and airport standards; and

May 30

WHEREAS, in implementing these provisions and operating the Ridgeland Claude Dean Airport, County Council has become aware of the need for clarifications and modifications to the Code of Ordinances, including the ~~name of the Commission, confirmation of the abolishment of the old pre-Home Rule Act Aeronautics Commission and ratifying the establishment of a post-Home Rule Act County commission, confirmation of the name of the post-Home Rule Act County commission as re-constituted by this Ordinance as the Jasper County Airport Commission, the~~ appointment of members of the Aeronautics Commission, certain corrections and clarifications to the specimen Template Leases, and other matters as set forth below;

WHEREAS, Jasper County Council desires to adopt various amendments to the Code of Ordinances to accomplish these purposes;

NOW THEREFORE, BE IT ORDAINED, by the Jasper County Council duly assembled and by the authority of same:

1. The Jasper County Aeronautics Commission, as initially constituted, and changed to a County Commission post-Home Rule Act by ordinances of Jasper County, pursuant to the authority of Title 4, Chapter 9 of the Code of Laws of South Carolina, including § 4-9-25, § 4-9-30, and § 4-9-170 is hereby abolished and in its stead and as a substitute, the County Council creates the Jasper County Airport Commission, prescribes the functions thereof, and provides for the appointment of its members by this Ordinance. In furtherance thereof, existing sections of the Jasper County Code of Ordinances are modified in the following manner to accomplish the substitution.

~~1.2.~~ Chapter 2, *Administration*, of Article IV, *Boards, Commissions and Committees*, Division 7, *Jasper County Aeronautics Commission*, codified as Code Sections 2-216 through 2-400, is amended in the following particulars to reflect such change and provide for the composition, appointment of members, authority and other related matters regarding the Airports Commission:

- a. ~~The Jasper County Aeronautics Commission shall be renamed the Jasper County Airports Commission, and all~~ references to "Aeronautics" throughout the

Code and the approved Rules and Regulations for the Ridgeland – Claude Dean Airport shall be changed to “Airport-”; i.e., references to the Aeronautics Commission shall become the Airport Commission.

- b. **[Alternative A]** Section 2-212 (a) is amended to read “The Airport Commission shall be composed of five (5) members appointed by the Jasper County Council. For convenience, the five seats shall be identified as numerical Seat #1-AC, Seat #2-AC, and so forth.”

[Alternative B] Section 2 212 (a) is amended to read “The Airport Commission shall be composed of five (5) members appointed by the Jasper County Council. For convenience, the five seats shall be identified as numerical Seat #1-AC, Seat #2-AC, and so forth. Each Councilmember shall nominate one person to serve as a commission member. In the event the nominated person is not appointed by the Council by majority vote, the councilmember making such nomination shall be entitled to nominate additional persons for consideration.”

- c. Section 2-212 (b) is amended to read “The term of office for Airport Commission members shall be two (2) years, and may serve for a total of three terms. Notwithstanding the foregoing, in order to implement the Airport Commission and provide for a staggering of terms, all presently serving members of the Aeronautics Commission are terminated effective upon the appointment of the newly constituted Airports Commission, and even number Seats shall for the initial term only have a term of three (3) years, and thereafter even number seats will have two year terms. All terms shall end on December 31. Members shall serve until their successors are appointed and qualified. Appointments to fill vacancies for an unexpired term shall expire at the scheduled time for that seat; provided that serving less than one-half of the term for that seat shall not count against the number of terms for which that appointee is eligible.”

- d. **[Alternative C]** Section 2-212(d) is amended to read “Members of the Airport Commission shall meet the qualifications for appointments as set forth in Section 2-78 of the Code of Ordinances, may be removed by County Council for the reasons as set forth in such Section, and except as specifically provided for

within this Division, are subject to the other provisions of Section 2-78; provided, however, notwithstanding the residency requirement of Section 2-78 (a), non-residents owning businesses and/or properties in Jasper County may be appointed to fill no more than two commission seats; and all candidates should bring business and tourism experiences and acumen to the Commission.”

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[Alternative D] Section 2-212(d) is amended to read “Members of the Airport Commission shall meet the qualifications for appointments as set forth in Section 2-78 of the Code of Ordinances, may be removed by County Council for the reasons as set forth in such Section, and except as specifically provided for within this Division, are subject to the other provisions of Section 2-78; and all candidates should bring business and tourism experiences and acumen to the Commission.”

[Alternative F] No change to Section 2-212(d)

- e. Section 2-212(e) is amended to read “In addition to the five appointed commissioners, the county administrator, the Ridgeland town ~~administrator~~manager, and the airport manager shall serve as non-voting and ex-officio members of the airport commission.”

2-3. Chapter 29, *Aviation*, is codified as Sections 29-1 through 29-100, is amended in the following particulars:

- a. All references to the Jasper County Aeronautics Commission or Aeronautics Commission shall be changed throughout the Code of Ordinances to “Jasper County Airport Commission or Airport Commission as the context indicates.”
- b. Section 29-1 is amended by adding a new subsection 29-1(e) reading: “Pursuant to the Home Rule Act, control of the Jasper County Aeronautics Commission, ~~now known as by ordinances of Jasper County previously abolished and replaced~~ by the Jasper County Airport Commission, has been brought under County Council control, and ownership of the real property comprising the Ridgeland Claude Dean Airport is vested in Jasper County. In order to avoid confusion, all property previously titled in the name of the Jasper County Aeronautics Commission shall be quit-claimed to Jasper County by deed executed by the

~~Jasper County Administrator, ex-officio member of the Aeronautics Commission and the Airports Commission) to, on behalf of the Jasper County Aeronautics Commission (as succeeded by the Airports Commission)~~ within a reasonable time after enactment of Ordinance 2023-~~01~~02 to be filed in the public records, and all properties, leases structures, improvements and appurtenances of the Ridgeland Claude Dean Airport are confirmed to be owned by Jasper County, ~~not the Aeronautics Commission, except for any personal property of hangar and their improvements yet to be reverted to County ownership by virtue of any hangar lease agreement.~~"

- c. Subsection 29-3(f) is amended to read: "Lease terms shall not exceed fifty (50) years for a full service fixed base operator, and thirty (30) years for other limited service fixed base operators. The standard ground lease term for other leases shall be twenty (20) years plus possible option(s) totaling ten (10) years for ~~hangars~~hangars constructed after 2020, ~~and lease. Lease~~ renewal terms for ground leases for properties previously leased and improved by a tenant for more than twenty (20) years, shall not exceed five (5) years, or ten (10) years if substantial structural improvements were made to a ~~hangar~~hangar after 2015 totaling more than \$50,000. Extensions on existing leases shall be made by replacement leases in accordance with the Aviation Leasing Policy adopted contemporaneously herewith, which also provides for additional time in the event the Tenant requests permission to make capital improvements or requests a Reversionary Deferred Lease Agreement as defined therein. Improvements, structures or facilities built, to be built, constructed, or placed upon the airport shall revert to the county upon termination of the lease or contract with the county if not removed in accordance with the provisions of the Aviation Leasing Policy, if such removal is allowed under the terms of the ground lease in effect.

3.4. The Template Leases approved for use at the Ridgeland Claude Dean Airport pursuant to Jasper County Ordinance 2019 - 14, as identified in Section 1 (a) through (n) of the Ordinance, are amended to reflect that Section 8, entitled "Ground Lease Term,

Rate and Options,” and specifically subsection 8(a) of each of the Template Leases, shall have a Term consistent with the provisions of Section 29-3(f) as set forth within this Ordinance and the Aviation Leasing Policy, with a copy of the replacement pages of each of the Template Leases being attached hereto as Exhibit “A”, such Term reflecting the prior length of previous leases and improvements as identified herein. Additionally, additional Template Leases, copies of which are attached, are hereby adopted and approved which provide specifically specific terms for renewal/replacement of hangar existing hangar leases ~~that were executed prior to December 31, 2020~~ in accordance with the terms and conditions of the Aviation Leasing Policy.

~~4.5.~~ Subsection 8(c) of each of the Template Leases previously approved by Council shall be deleted.

~~5.6.~~ In all cases of existing leases seeking renewal, there shall be no option exercisable solely in the discretion of the Lessee included in any extension or renewal lease.

~~6.7.~~ Subsection 18 of each of the Leases, entitled “Sale of Leased Premises,” shall be modified include a statement clarifying that the 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 Section 15. Further, any renewal of a lease executed prior to 2019 shall be conditioned upon the express acknowledgment of the rights of the County to the improvements placed upon the ground lease at the expiration or termination of the renewal, if such are not removed as may have been allowed in the lease being renewed.

~~7.8.~~ Section 1.5(A) of the approved Rules and Regulations for the Ridgeland – Claude Dean Airport is amended to read “When a violation of the Rules and Regulations may

cause revocation of an Operating Agreement, a permit, lease agreement, and/or privileges exercised by a person or entity on the Airport, such person or entity shall receive written notification from the Airport Manager of such alleged violations giving the time and place and such other details as shall adequately apprise such person of the alleged violation and the proposed action by the Airport Manager.

~~8-9.~~ Section 1.5(B) of the approved Rules and Regulations for the Ridgeland – Claude Dean Airport is amended to read “A copy of this notification shall be sent to the County Administrator.”

~~9-10.~~ Section 1.5(C) of the approved Rules and Regulations for the Ridgeland – Claude Dean Airport is amended to read “Any person or entity aggrieved by a determination, denial, or suspension and/or proposed revocation of an Operating Agreement, a permit, lease agreement, and/or privileges exercised by a person or entity on the Airport by the Airport Manager may appeal the decision to the County Council or its designee by written request stating the reasons for appeal, filed with the Airport Manager and County Administrator within ten (10) days after service of the notice referenced in Section 1.5(B) by certified mail or personal service of the notice.

~~10-11.~~ Section 1.5(D) of the approved Rules and Regulations for the Ridgeland – Claude Dean Airport is amended to read “A hearing on an appeal from determination of the Airport Manager as provided above and a hearing on a proposed determination, denial, or suspension or revocation shall be held by the Council or its designee within ten (10) business days after receipt of a request for appeal or service of a notice of suspension and proposed revocation. The hearing shall be held upon written notice at a regular or special meeting of the Council, or, if by designee of the Council, at a hearing to be scheduled by the designee. The hearing may be continued to another date by agreement of all parties. The hearing may be beyond ten days if there is no regularly scheduled Council meeting available within such ten day period. At the hearing, all parties shall have the right to be represented by counsel, to present testimony and

evidence, and to cross-examine witnesses. The proceedings shall be recorded and transcribed at the expense of the party so requesting. The rules of evidence and procedure prescribed by Council or its designee shall govern the hearing. Following the hearing, the Council by majority vote of its members present, or the designee of Council if the hearing is held by the designee, shall render a written decision based on findings of fact and conclusions on application of the Rules and Regulations and applicable Ordinances standards herein. The written decision shall be served, by personal service or by mail, upon all parties or their representatives and shall constitute the final decision of the County.

11-12. A new Section 1.5(E) is added to the approved Rules and Regulations for the Ridgeland – Claude Dean Airport to read “Timely appeal of a decision of Council or its designee does not effectuate a stay of that decision. The decision of the Council or its designee shall be binding and enforceable unless overturned by an applicable appellate court after a due and timely appeal.”

12-13. Provisions of ordinances previously adopted by County Council which are not consistent with the restrictions and requirements of this Ordinance O- 2023-___ are deemed superseded.

13-14. If any section, clause, paragraph, sentence or phrase of this ordinance, or the application thereof to any person or circumstances shall, for any reason, be held to be invalid or unconstitutional, such invalid section, clause, paragraph, sentence, phrase or application is hereby declared to be severable; and any such invalid or unconstitutional section, clause, paragraph, sentence, phrase or application shall in no way affect the remainder of this ordinance; and it is hereby declared to be the intention of the County Council that the remainder of this ordinance would have been passed notwithstanding the invalidity or unconstitutionality of any section, clause, paragraph, sentence or phrase thereof.

14.15. This ordinance shall take effect upon approval by Council.

L. Martin Sauls, IV, Chairman

ATTEST:

Wanda Simmons Clerk to Council

ORDINANCE O-~~23~~-2023- 02

First Reading: _____

Second Reading: _____

Public hearing: _____

Adopted: _____

Reviewed for form and draftsmanship by the Jasper County Attorney.

David L. Tedder

Date:

May 30