

1 **A RESOLUTION APPROVING A FIRST AMENDMENT TO THE GROUND LEASE**
2 **AGREEMENT BETWEEN FULTON COUNTY, GEORGIA (LESSOR) AND ATLANTA**
3 **EXECUTIVE AVIATION, LLC (LESSEE) TO PROVIDE FIXED BASED OPERATOR**
4 **SERVICES AT THE FULTON COUNTY EXECUTIVE AIRPORT - CHARLIE BROWN**
5 **FIELD; AUTHORIZING THE CHAIRMAN TO EXECUTE THE FIRST AMENDMENT TO**
6 **THE LEASE AGREEMENT; AUTHORIZING THE COUNTY ATTORNEY TO APPROVE**
7 **THE FIRST AMENDMENT TO THE LEASE AGREEMENT AS TO FORM AND TO**
8 **MAKE MODIFICATIONS THERETO PRIOR TO EXECUTION; AND FOR OTHER**
9 **PURPOSES.**

10 **WHEREAS**, Fulton County ("County") is the owner of a tract of land in Fulton
11 County, Georgia, lying north and northwesterly of M. L. King, Jr. Drive and east and
12 southeasterly of the Chattahoochee River, comprising nine hundred eighty-five (985) +/-
13 acres, which the County has developed for use as an airport commonly referred to as the
14 Fulton County Executive Airport – Charlie Brown Field ("Fulton County Airport"); and

15 **WHEREAS**, the County Board of Commissioners approved (via Agenda Item 21-
16 0246 on May 5, 2021) a Ground Lease Agreement ("Lease Agreement") with Brakkam
17 Aviation Management, LLC and The Integral Group, LLC, both Georgia limited liability
18 companies ("Brakkam and Integral"), for the lease of 13.879 +/- acres of County-owned
19 real property at the Fulton County Airport for an initial term of forty (40) years; and

20 **WHEREAS**, the County Board of Commissioners approved (via Agenda Item 21-
21 0548 on August 4, 2021) an assignment of Brakkam and Integral's leasehold interest to
22 Atlanta Executive Aviation, LLC, a joint venture Georgia limited liability company formed
23 by Brakkam and Integral ("Lessee"); and

24 **WHEREAS**, pursuant to the Lease Agreement, Lessee operates as a fixed base
25 operator at Fulton County Airport to engage in the business of the ground handling,
26 servicing, parking, maintenance, and repair of aircraft, among other purposes as more
27 fully set forth in and subject to the terms and conditions in the Lease Agreement; and

1 **WHEREAS**, pursuant to the Lease Agreement, Lessee was to substantially
2 complete various improvements to the leased premises within five (5) years of the
3 execution of the Lease Agreement; and

4 **WHEREAS**, Lessee submitted a request to the Department of Public Works to
5 extend the deadline for substantial completion of Lessee's improvements from June 1,
6 2026 to June 1, 2029; and

7 **WHEREAS**, DREAM and the Fulton County Airport Manager have determined that
8 Lessee's requested extension will not negatively impact airport operations and will allow
9 the County to continue to receive rental revenue while allowing Lessee additional time to
10 meet the substantial completion requirements included in the Lease; and

11 **WHEREAS**, the County and Lessee desire to amend the Lease Agreement to
12 extend the deadline for substantial completion of Lessee's improvements; and

13 **WHEREAS**, pursuant to O.C.G.A. 6-3-25(3), the County is authorized to lease its
14 established airport to private parties for operation or for operation, space, area,
15 improvements, and equipment, provided in each case that in so doing the public is not
16 deprived of its rightful, equal, and uniform use thereof.

17 **NOW, THEREFORE, BE IT RESOLVED**, that the Board of Commissioners hereby
18 approves the First Amendment to the Ground Lease Agreement with Atlanta Executive
19 Aviation, LLC, a joint venture Georgia limited liability company ("Lessee"), in substantially
20 the form attached hereto as Exhibit "A."

21 **BE IT FURTHER RESOLVED**, that the Chairman of the Board of Commissioners
22 is hereby authorized to execute the First Amendment to the Ground Lease Agreement
23 between Fulton County and Lessee.

BE IT FURTHER RESOLVED, that the County Attorney is hereby authorized to approve the First Amendment to the Ground Lease Agreement as to form, and to make modifications thereto as are necessary to protect Fulton County's interests prior to execution by the Chairman.

BE IT FINALLY RESOLVED, that this Resolution shall become effective upon its adoption, and that all resolutions and parts of resolutions in conflict with this Resolution are hereby repealed to the extent of the conflict.

PASSED AND ADOPTED by the Board of Commissioners of Fulton County,
Georgia, this _____ day of _____, 2025.

FULTON COUNTY BOARD OF COMMISSIONERS

Robert L. Pitts, Chairman (At Large)

ATTEST:

Tonya R. Grier, Clerk to the Commission

APPROVED AS TO FORM:

Y. Soo Jo, County Attorney

Exhibit A
Form of First Amendment