

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.

FIRST AMENDMENT TO GROUND LEASE AGREEMENT

This **FIRST AMENDMENT TO GROUND LEASE AGREEMENT** (“**First Amendment**”) is made and effective as of the date of last signature hereto, _____, 2025, by and among **FULTON COUNTY**, a political subdivision of the State of Georgia (“**Lessor**”) and **ATLANTA EXECUTIVE AVIATION, LLC**, a Georgia limited liability company (“**Lessee**”).

WITNESSETH

WHEREAS, Lessor owns a tract of land located north and northwesterly of M. L. King, Jr. Drive and east and southeasterly of the Chattahoochee River, comprising nine hundred eighty-five (985) acres, more or less, which Lessor has developed for use as an airport commonly referred to as the Fulton County Executive Airport-Charlie Brown Field (“**FTY**” or “**Fulton County Airport**”); and

WHEREAS, Brakkam Aviation Management, LLC and The Integral Group, LLC, both Georgia limited liability companies (“**Brakkam and Integral**”) desired to lease from Lessor approximately 13.879+/- acres commonly known as “**Parcel 4**” located at the Fulton County Airport; and

WHEREAS, Lessor and Brakkam and Integral entered into a Ground Lease Agreement as of June 1, 2021 (the “**Lease Agreement**”), for an initial term of forty (40) years, pursuant to which Brakkam and Integral operate as a fixed base operator at FTY to engage in the business of the ground handling, servicing, parking, maintenance, and repair of aircraft, among other purposes as more fully set forth in and subject to the terms and conditions in the Lease Agreement; and

WHEREAS, as of August 1, 2021, Brakkam and Integral assigned their interest in the Lease Agreement to Atlanta Executive Aviation, LLC (“**Lessee**”), a Georgia limited liability company jointly owned by Brakkam and Integral, as such assignment is permitted by the Lease Agreement; and

WHEREAS, pursuant to the Lease Agreement, Lessee was to “erect shops, offices, hangars, and exterior signs to remodel and improve all buildings, or demolish and reconstruct buildings,” substantially completing construction of such improvements within five (5) years of the date of execution of the Lease Agreement; and

WHEREAS, the Lease Agreement further provides that the deadline for substantial completion of the improvements may be extended with the approval of Lessor, which approval shall not be unreasonably withheld; and

WHEREAS, Lessee has requested that the deadline for substantial completion of the improvements be extended an additional three (3) years, stating that the continued impact of the COVID-19 pandemic, including shortages of skilled labor, supply chain disruptions, and increases in construction material prices, have caused airports to defer major capital projects by three (3) to five (5) years; and

WHEREAS, Lessor finds it necessary to assist Lessee by granting Lessee’s request to extend the deadline for substantial completion for an additional three (3) years, from June 1, 2026 to June 1, 2029; and

WHEREAS, Lessor and Lessee now desire to amend the Lease Agreement by this First Amendment to extend the deadline for substantial completion of the improvements as further described therein.

NOW THEREFORE, for and in consideration of the premises and mutual agreements and covenants hereinafter set forth, Lessor and Lessee hereto agree as follows:

1. Section 2.1 of the Lease Agreement is amended as follows, with added text in **bold** and deleted text in ~~strike~~through:

2.1 The Lessee shall have the right to use and operate the Leased Premises as a Fixed Base Operator ("FBO") to include aircraft arrival and departure guidance; aircraft parking services; selling of aircraft fuels, propellants, lubricants, gasoline and diesel; aircraft tie-down; aircraft ground power; aircraft removal services; disabled aircraft removal; aircraft marshalling and towing; courtesy ramp and ground transportation; FBO passenger terminal and ancillary facility services and equipment related thereto, including without limitation passenger lounge, pilot lounge and snooze room, flight planning, flight catering, telephones, restrooms, automobile parking, passenger and crew courtesy transportation, rental cars, limo/taxi services, catering and advertising; other services normally associated with, or are ancillary to the operation of an FBO; hangar facility and ancillary services and equipment related thereto, including without limitation, tanks, pumps, and other equipment for the maintenance, service and repair of aircraft and to erect shops, offices, hangars, and exterior signs to remodel and improve all buildings, or demolish and reconstruct buildings as permitted herein, provided, however that before any such installations are made, a detailed list, sketch and plan, with itemized estimates of cost thereof, shall be filed in duplicate with the FTY Airport Manager, and written approval thereof obtained, such approval not to be unreasonably withheld, conditioned or delayed. One copy of said list, sketch and plan shall be retained by the Airport Manager, and one signed copy shall be returned to the Lessee. Lessee shall, within two (2) years of the Date of Execution of this Lease Agreement, submit architectural and engineering designs plans and specifications to the Lessor and shall substantially complete construction of such improvements, within ~~five (5)~~**eight (8)** years of the Date of Execution of the Lease Agreement, unless extended with the approval of the County, which approval shall not be unreasonably withheld.

2. No Other Amendments. Except as expressly amended herein by this First Amendment, all other terms, conditions, and provisions of the Lease Agreement shall remain unmodified and in full force and effect.

3. Counterparts; Delivery. This First Amendment may be executed in multiple counterparts, all of which together shall constitute one and the same original instrument. Electronic signatures to this First Amendment, whether digital or encrypted (including, without limitation, .pdf scan copies, DocuSign signatures and similar formats) as executed by the parties, and regardless of the form of delivery (including but not limited to electronic delivery), shall be deemed and treated as executed originals for all purposes.

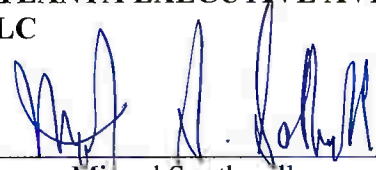
[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals, all as of the day and year first written above.

LESSEE:

**ATLANTA EXECUTIVE AVIATION,
LLC**

Dated: 17TH July 2025



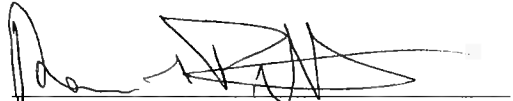
Name: Miguel Southwell
Title: President

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

LESSOR:

FULTON COUNTY, GEORGIA

Dated: _____


Robert L. Pitts, Chairman
Fulton County Board of Commissioners

ATTEST:


Tonya R. Grier
Clerk to the Commission

APPROVED AS TO FORM:


Y. Soo Jo, County Attorney



ITEM # 250457 SRM 6 / 18 / 25
SECOND REGULAR MEETING