STATE OF GEORGIA
COUNTY OF LUMPKIN

TIE DOWN AGREEMENT

THIS AGREEMENT is being made and entered into this 1st day of December, 2010, by and between LUMPKIN COUNTY, GEORGIA, by and through its authorized representative, the LUMPKIN COUNTY AIRPORT COMMITTEE, hereinafter referred to as "Lessor", and **Jeff Gilbert** whose mailing address is **P.O. Box 1008, Dahlonega, Georgia 30533** hereinafter referred to as "Lessee."

1. RENTAL FEE: LEASED PREMISES

In consideration of a rental fee in the amount of $25.00 per month payable in advance at the beginning of lease period, Lessor rents to Lessee the following described hangar, facility or space (hereinafter referred to as "the leased premises"): for the purpose of storing the following aircraft (hereafter referred to as "Lessee's aircraft"):

TIE DOWN #5 ($25.00 per month x 4 months = $100.00)

AIR CRAFT Cessna 152 N69023

2. TERM

Subject to early termination hereinafter provided, the term of this agreement shall be for four (4) months, commencing on the 1st day of December, 2010 and ending on the 31st day of March, 2011. Lessor further grants to Lessee an option to renew this lease for an additional period of one (1) year under the terms and conditions, and subject to the rentals, fees, and other charges, in effect at the time of renewal. A lease renewal shall be valid only upon the execution of a new lease agreement.

3. ASSIGNMENT AND SUBLETTING

a. Lessee shall not, and shall have no right to, assign or convey any of its rights under this agreement or any part thereof without consent of Lessor; provided, however, that the foregoing shall not prevent the assignment of such rights to any corporation with which Lessee may merge or consolidate, or which may succeed to the business of Lessee. No such assignment shall release Lessee from its obligations to pay any and all of the rentals and charges set forth herein.

b. Lessee shall not, and shall have no right to, sublet or allow any other individual or entity to use or occupy the leased premises or any part thereof without the written consent of Lessor.

4. RIGHTS AND DUTIES OF LESSEE

a. Lessee shall keep and store Lessee's aircraft in/on the above described leased premises. Lessee is, and agrees to be, responsible for keeping said aircraft properly tied down and secure.

b. Lessee shall exercise diligent care during the handling and moving of Lessee's aircraft and other aircraft in the vicinity.

c. Lessee agrees not to run up aircraft engine with propeller/jet blast directed toward hangar doors, hangar walls, hangars, or other aircraft.

d. Lessee may leave aircraft key with Lessor for emergency use.

e. Lessee agrees to observe and obey reasonable rules and regulations established by the Lumpkin County Airport Committee with respect to use of the premises and aircraft usage and operation, provided, however, that such rules and regulations shall be consistent with safety and with rules, regulations, and orders of the Federal Aviation Administration with respect to aircraft operations at the airport; and provided further, that such rules and regulations shall not be inconsistent with the provisions of this agreement or the procedures prescribed or approved from time to time by the Federal Aviation Administration with respect to the operation of aircraft and airports.

f. The premises shall be used only for the storage and use of the aircraft described herein above (Lessee's aircraft) and any equipment or materials necessary for the use and maintenance thereof. Any such equipment or materials being stored for the use of maintenance of said aircraft shall be secured inside said aircraft. No cars, boats, furniture, of other objects shall be stored on the premises.

g. Lessee's aircraft shall be maintained in an airworthy condition or shall be in a reasonably progressive state of repair or construction. If Lessee's aircraft is not in an airworthy condition or is not in a reasonably

progressive state of repair or construction in/on the leased premises for a period in excess of ninety (90) days, then the Lessor may at its option terminate this lease.

h. Lessee is responsible for all upkeep and maintenance on and around the leased premises, and shall keep said areas free and clear of debris, trash and other objects. Lessee shall not damage, destroy or litter upon leased premises or other airport premises.

i. Lessor must approve all improvements, modifications and any additions to the leased premises prior to such modifications.

5. RIGHTS AND DUTIES OF LESSOR

a. Lessor may enter the leased premises or Lessee's aircraft at any reasonable time for any purpose necessary or incidental to the performance of its obligations hereunder. Lessor shall have the right to move Lessee's aircraft a reasonably minimal distance from time to time, as required in the interest of efficient storage practices and to move and allow access to other aircraft.

b. During the term of this lease, Lessor shall maintain and keep in good repair so much of the airport premises as are not under the exclusive control of individual lessees, including, but not limited to, any terminal building, vehicle parking areas, roadways, aprons, taxiways, sewage and water facilities, all lighting, electrical, and electronic facilities, security fencing, and all such other facilities, appurtenances and services as are now or hereafter connected with the operation of the Lumpkin County – Wimpy Airport.

c. Without waiving Lessee's responsibility to provide upkeep and maintenance to the leased premises, Lessor reserves the right, in its discretion, to provide upkeep or maintenance to the leased premises.

6. LIABILITY: INSURANCE

a. Lessor shall not be liable for loss or damage to any aircraft or other personal property of Lessee or anyone else stored in or around the leased premises, whether due to fire, storm, theft, or otherwise. Lessor shall not be liable for any damage to any aircraft or other personal property resulting from upkeep or maintenance of the leased premises or other airport premises.

b. Lessor shall not be liable for any negligence, not the direct negligence, of Lessor for bodily injury or loss of life to Lessee of anyone brought or permitted upon the leased premises by Lessee. Lessee covenants and warrants to defend and indemnify Lessor, its agents, servants and

employees against liability for damage for any such losses, including payment of all judgments, awards, court costs, and attorney's fees, arising therefrom or connected therewith.

c. Lessee agrees to, and hereby does, indemnify Lessor against all liability for injuries to persons or damage to property caused by Lessee's negligent use or occupancy of the leased premises.

d. Lessor shall not be liable for any injury, damage or loss occasioned by the negligence of Lessee or its agents or employees.

e. Lessee shall give to Lessor, prompt and timely notice of any claim made or suit instituted which in any way, directly or indirectly, contingently or otherwise, affects or might affect Lessor.

f. Lessor shall have the right to compromise and defend any claim made or suit instituted to the extent of its own interest. Lessee shall have the same rights and remedies provided hereunder with respect to claims which may affect Lessee.

7. TERMINATION

a. If Lessee fails to make any payment due hereunder within fifteen (15) days of the date on which such payment is due, Lessor may, at it option, terminate this agreement and take possession of so much of Lessee's personal property as is reasonably necessary to secure payments of the amounts due and unpaid.

b. If Lessee's aircraft is not in an airworthy condition or is not in a reasonably progressive state of repair or construction in/on the leased premises for a period in excess of ninety (90) days, then the Lessor may at its option terminate this lease.

c. Lessor may, at its option, terminate this agreement in the event of a violation by Lessee of: 1) any term of this lease, 2) any rule or regulation of the Lumpkin County Airport Committee, or 3) any rule or regulation of any local, State of Federal agency.

d. Lessor may, at its option, terminate this agreement in the event that there are reasonable grounds to believe that Lessee has violated or is violating any State or Federal criminal statue on the leased premises or with Lessee's aircraft.

e. Either Lessor or Lessee may for any or no reason terminate this lease agreement upon sixty (60) days notice to the other party. Lessee also has the option to terminate tie-down lease agreement in the event that it is being replaced with a hangar lease.

f. Lessee shall remain liable for all accrued and accruing rental fees until Lessor is notified in writing of Lessee's desire and intention to terminate this lease.

g. Rental fees shall be refunded only upon full compliance with the termination provisions of this agreement. Rental fees shall be refunded on a daily pro-rata basis.

8. SURRENDER OF POSSESSION: RIGHTS IN PROPERTY

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

b. Except as otherwise provided in this agreement, Lessee's aircraft and all materials and equipment stored in connection with the use and maintenance thereof shall be deemed to be personal property and shall remain the property of the Lessee. Any buildings, hangars, fixtures, structures, or improvements placed upon the Lessor's premises shall become property of Lessor and shall not be removed, damaged, or destroyed during the term, or at the expiration or other termination, of this lease.

c. Lessee shall have fifteen (15) days after the expiration or other termination of this agreement, to remove Lessee's aircraft and any or all of Lessee's personal property from the airport premises. Any and all property not removed by Lessee within fifteen (15) days after the expiration or other termination of this agreement shall by agreement be deemed abandoned property and thereafter shall be deemed the property of the Lessor. Lessee shall be responsible to repair any and all damage, if any, resulting from the removal of any Lessee's property.

9. NOTICES

All notices and notifications provided for herein shall be sufficient if and only if sent by registered or certified mail, postage prepaid, to the addresses set forth above or to such other addresses as the parties may from time to time designate in writing.

10. SEVERABILITY

This Agreement shall be construed under the laws of the State of Georgia. Any covenant, condition, or provision herein contained that is held to be invalid by any court of competent jurisdiction shall be considered deleted from this agreement; but such deletion shall in no way affect any other covenant, condition, or provision contained so long as such deletion does not materially prejudice Lessor or Lessee in their respective rights and obligations contained in the valid covenants, conditions, or provisions of this agreement.

11. EFFECT OF AGREEMENT

All of the covenants, conditions, and provisions in this agreement shall extend to and bind the legal representatives, successors, and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the Parties hereby execute this Agreement.

Lessor, Lumpkin County	Lessee:
Signature	Signature
John Raber	Jeff Gilbert
Printed Name	Printed Name
Date:	12-13-10
	Date:
	706-429-6240(cell) or 706-864-7515(hm)
	Phone Number: