

**LEASE AGREEMENT BETWEEN ROANOKE REGIONAL AIRPORT COMMISSION  
AND  
WILLIAM C. CRANWELL**

THIS LEASE AGREEMENT ("Agreement"), made as of the at day of 1<sup>st</sup> day of March, 2019, by and between the ROANOKE REGIONAL AIRPORT COMMISSION, a body corporate (hereinafter called "Commission") and WILLIAM C. CRANWELL, ("Lessee").

WITNESSETH THAT:

Commission, as owner and operator of Roanoke - Blacksburg Regional Airport, Woodrum Field ("Airport"), and Lessee, for and in consideration of the premises and mutual covenants contained in this Agreement, does hereby covenant and agree as follows:

**ARTICLE 1 - LEASED PREMISES**

1.1 Leased Premises. Commission hereby leases to Lessee, subject to the terms and conditions contained herein, and Lessee hereby accepts from Commission as tenant, approximately 18.93 acres consisting of an approximately 14 acre parcel and a 4.927 acre parcel and all improvements thereon as well as the private driveway leading to Lessee's residence, as more particularly respectively described and defined on the plats attached hereto as Exhibit A and Exhibit B, and description entitled "Parcel A" and Parcel "B" respectively, attached hereto and made a part hereof (hereinafter referred to as the "Leased Premises" or "Premises").

1.2. Condition of Leased Premises. Lessee has inspected the Leased Premises, and acknowledges that the Leased Premises are suitable for the purpose intended by Lessee and that the Premises are being made available "as is," and accepted in their present condition. Lessee specifically acknowledges and agrees that a portion of the Premises is located in the flood plain and is subject to flooding and that there shall be no Commission liability or responsibility and no reduction in rent hereunder due to flooding of the Premises.

**ARTICLE 2 - USE OF PREMISES**

2. Permitted Use. The Leased Premises shall be used only for the grazing of livestock, hay cutting, stabling of livestock in the existing barn on Parcel B, and/or yard expansion and landscape area and for no other purpose. In addition, Lessee may continue to use the private driveway leading to Lessee's residence which is depicted on Parcel B, provided, however, that Lessee covenants and agrees that such use shall be restricted solely to Lessee's family members, house guests, or business invitees. No use of the Premises other than as specified herein shall be permitted. In particular, Lessee covenants and agrees that Lessee shall not construct any improvements, structures, or buildings of any kind on the Premises (other than fencing), and that Lessee shall not engage in or permit any activity that would in any way interfere with Commission's airport or aircraft operations.

### ARTICLE 3 - TERM

3. Term. The term of this Agreement shall be for a period of five years, commencing on March 1, 2019, and continuing until midnight February 29, 2024, (the "Termination Date"), unless earlier terminated or cancelled pursuant to the provisions of this Agreement. Either party shall have the right to terminate this Agreement with regard to all or part of the Leased Premises without cause upon ninety (90) days prior written notice. Unless terminated as provided herein, this lease will renew on March 1, 2024 for a second five (5) year term and again on March 1, 2029, for a third five (5) year term. In the event Commission should so terminate, and Commission, through its Executive Director, determine that another part of the Premises is available for relocation of the driveway, which does not interfere with Commission uses or Airport or aircraft operations or any proposed development of the land, then Lessee shall be offered an easement for such relocation for the remainder of the term of the lease, such relocation to be at Lessee's expense.

### ARTICLE 4 - RENTAL

4. Rental. Annual rental shall be \$6,348.60 per year, payable in advance in equal monthly installments of \$529.05. Rental payment checks shall be made payable to the Roanoke Regional Airport Commission, at 5202 Aviation Drive, Roanoke, Virginia 24012, and marked "Attention: Director of Finance." At the end of each year, the rental shall be increased by three percent (3%).

### ARTICLE 5 - OBLIGATIONS AND DUTIES OF LESSEE

5.1. Compliance with Laws, Rules and Regulations. In Lessee's exercise of the rights and privileges granted herein, Lessee, its, agents, employees, guests, invitees, contractors, and any other persons over whom Lessee has control shall observe, obey and comply fully at Lessee's own expense with all present and future Federal, State, and local laws, rules, or regulations, and all rules, regulations and resolutions and directives of the Commission or Executive Director, applicable to or affecting directly or indirectly Lessee or its operations and activities on or in connection with the Premises. In particular, Lessee shall, without limitation, at all times comply with all applicable FAA and VDA regulations, orders and directives, and Lessee shall obtain all necessary FAA and VDA approvals whenever necessary in the operation of its activities on the Leased Premises. This lease is expressly made subject to all such present and future laws, ordinances, rules and regulations.

5.2. License. Fees. Taxes and Assessments. In addition to rent, Lessee shall pay all taxes, assessments, licenses, fees and charges of a like nature, if any, which at any time during the term hereof may be levied, assessed, charged or imposed or which may become a lien by virtue of levy, assessment or charge, by the Federal Government, Commonwealth of Virginia, any municipal or county government, any governmental successor in authority to the foregoing or any other tax or assessment levying bodies upon or in respect to the Premises and facilities leased hereunder, or which are attributable to or arise out of, either directly or indirectly, the letting, use or occupancy of said Premises and facilities or which arise out of, directly or indirectly, Lessee's activities conducted on the Premises.

5.3. Utilities. Lessee shall be solely responsible for and pay all utilities, if any, taken or used at the Premises.

## ARTICLE 6 - MAINTENANCE

6. General. Lessee agrees and covenants that it shall faithfully and fully maintain and keep clean the Leased Premises including the grounds, fencing, paved roadway and barn.

## ARTICLE 7 - HAZARDOUS MATERIALS, SUBSTANCES AND WASTE

7.1. Compliance with Environmental Laws. Lessee shall comply with all federal, state and local laws, rules, regulations, resolutions and ordinances controlling air, water, noise, solid wastes and other pollution and relating to the use, storage, transport, release or disposal of hazardous materials, substances, or waste.

7.2. Hazardous Wastes and Materials Prohibited. Lessee shall not bring or allow or permit to be brought onto, store, dispose of or release any hazardous, toxic, or petroleum substances, wastes or materials of any kind on the Premises.

7.3. Report Release of Hazardous Materials. Lessee shall immediately furnish to the Executive Director written notice of any and all releases of hazardous wastes, materials or substances whenever such releases are required to be reported to any federal, state, or local authority, and pay for all clean up and removal costs. Such written notice shall identify the substance released, the amount released, and the measures undertaken to clean up and remove the released material and any contaminated soil or water, and shall further certify that no contamination remains. Lessee shall also provide Commission with copies of any and all reports resulting from tests on Airport property or made to any governmental agency which relate to Airport property.

7.4. Environmental Indemnification. Regardless of Commission's acquiescence and in addition to indemnification provisions contained elsewhere in this Agreement, Lessee shall indemnify, defend, and hold Commission, the City of Roanoke and the County of Roanoke, their council members, supervisors, officers, agents, and employees, harmless from all costs, liabilities, fines or penalties, including attorney's fees, resulting from or arising out of Lessee's violation of this Article and agrees to reimburse said parties for any and all costs and expenses incurred in eliminating or remedying such violations. Lessee further covenants and agrees to reimburse Commission and hold Commission, City of Roanoke, and County of Roanoke, their council members, supervisors, officers, agents and employees harmless from any and all costs, expenses, attorney's fees and all penalties or civil judgments obtained against the Commission as a result of Lessee's use, release or disposal of any petroleum product, hazardous substance, material, or waste onto the ground or into the water or air. Lessee agrees to waive any and all statutes of limitations applicable to any controversy or dispute arising under this Article and Lessee further agrees that it will not raise or plead a statute of limitations defense in any action arising out of Lessee's failure to comply with the provisions contained in this Article.

## ARTICLE 8 - INSURANCE

8.1. Insurance Coverages. Lessee shall procure and maintain in full force and effect at all times and at its sole expense comprehensive general liability insurance coverage for the Premises, including the Commission, City of Roanoke, County of Roanoke, their respective council members, supervisors, officers, agents, and employees as additional insureds and including contractual liability coverage covering the indemnity obligations assumed herein. Limits of liability insurance shall be at least in the amount of \$1,000,000 per occurrence and in the aggregate, combined single limits applicable to claims arising from bodily injury and/or property damage. To the extent permitted by law, Lessee hereby waives and releases the rights of Lessee's insurance carrier(s) to succeed to the rights that Lessee may have against Commission, its council members, supervisors, officers, agents, or employees, upon payment of a claim arising out of, occurring upon, or related to the Leased Premises. Lessee covenants and agrees to provide appropriate notice of such waiver to its insurance carrier(s) and evidence of such waiver by its insurance carrier(s) to Commission's Executive Director.

8.2. Provide Documentation of Insurance. Prior to execution of the Lease, Lessee shall provide the Executive Director with an exact copy of the additional insured endorsement naming the Roanoke Regional Airport Commission, the City of Roanoke, the County of Roanoke and their respective council members, supervisors, officials, officers, agents and employees as additional insureds, and copies of the certificates of insurance and the declaration sheet for every insurance policy required hereunder. All renewal policies shall be delivered to the Executive Director at least fifteen (15) days prior to the expiration date of the expiring policy. If at any time the coverage, carrier or limits on any policy or the insurance requirements contained herein shall become unsatisfactory to the Commission's Executive Director, Lessee shall, forthwith, provide a new policy meeting the requirements of said Executive Director. The additional insured coverage provided under Lessee's insurance policy shall be primary with respect to Lessee's general liability, notwithstanding other insurance covering the Commission.

8.3. Not Limit Liability. The insurance limits and coverage specified above shall in no way constitute the upper limits of liability for which Lessee is responsible hereunder.

## ARTICLE 9 - INDEMNITY

9. Lessee shall indemnify and hold harmless the Roanoke Regional Airport Commission, the City of Roanoke, the County of Roanoke, and their respective council members, supervisors, officers, agents and employees, against any and all loss, cost, or expense, including attorney's fees, resulting from any claim, whether or not reduced to a judgment, and for any liability of any nature whatsoever that may arise out of or result from activities or omissions of Lessee, its successors, council members, supervisors, officers, agents, employees, assigns, guests, contractors, or invitees on the Premises or Commission's property pursuant to this Lease, including, without limitation, fines and penalties, violations of federal, state or local laws or regulations promulgated thereunder, personal injury, wrongful death or property damage claims. In addition to indemnification provisions contained elsewhere in this Agreement and regardless of any Commission acquiescence, Lessee agrees to indemnify, defend, and hold the Commission, its council members, supervisors, officers, agents, and employees harmless from any and all costs, liability, expenses, fines, penalties or civil judgments, including attorney's fees, resulting from or

obtained against, or paid by the Commission as a result of Lessee's violation of or failure to comply with any of the provisions of this agreement.

#### ARTICLE 10 - ASSIGNMENT, SUBLETTING AND APPROVAL OF OWNERSHIP

10. Subleasing. Lessee covenants and agrees that it will not sublet, license, assign or transfer by operation of law or otherwise this Agreement, the Leased Premises or any rights Lessee is authorized to exercise hereunder. Any attempt by Lessee to sublet, license, assign or transfer by operation of law or otherwise this Agreement, the Leased Premises or any rights Lessee is authorized to exercise hereunder shall result in the automatic termination of this Agreement.

#### ARTICLE 11- GOVERNMENTAL AGREEMENTS

11.1. Governmental Agency Agreements. This Lease is subordinate to the provisions of any existing or future agreements between the Commission and the United States Government, the Commonwealth of Virginia or any agencies of either relative to the operation, funding or maintenance of the Airport.

11.2. Right to Amend. In the event that the Federal Aviation Administration or its successor requires modifications or changes in this Agreement as a condition precedent to the granting of funds for the improvement of the Airport, or otherwise, the Lessee agrees to consent to such amendments, modifications, revisions, supplements, or deletions of any of the terms, conditions, or requirements of this Agreement as may be reasonably required; provided, however, if such modifications or changes substantially change or adversely affect the financial condition of Lessee hereunder, the Lessee shall have the option upon thirty (30) days written notice to Commission, to terminate this Agreement.

#### ARTICLE 12 - ASSURANCES REQUIRED BY STATE AND FEDERAL GOVERNMENTS

12.1. Nondiscrimination. Notwithstanding any other or inconsistent provision of this Agreement, during the performance of this Agreement, Lessee, for itself, its heirs, personal representatives, successors in interest and assigns, as part of the consideration of this Agreement, does hereby covenant and agree, as a covenant running with the land, that:

A. No person on the grounds of race, color, religion, sex or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in, the use of the Premises;

B. In the construction of any improvements on, over or under the Premises, and the furnishing of services therein or thereon, no person on the grounds of race, color, religion, sex or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination;

C. Lessee shall use the Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said regulations may be amended.

D. In the event of breach of any of the above nondiscrimination covenants, Commission shall have the right to terminate this Agreement and to reenter and repossess the Premises and hold the same as if said Agreement had never been made or issued. This provision does not become effective until the procedures of 49 CFR Part 21 have been followed and completed, including expiration of appeal rights.

12.2. Affirmative Action. The Lessee assures that it will undertake an affirmative action program, as required by 14 CFR Part 152, Subpart E, as amended, to ensure that no person shall, on the grounds of race, creed, color, national origin, or sex, be excluded from participating in or receiving the services or benefits of any program or activity covered by this subpart. The Lessee assures that it will require that its covered organizations provide assurance to the Lessee that they similarly will undertake affirmative action programs and that they will require assurances from their suborganization, as required by 14 CFR Part 152, Subpart E, as amended, to the same effect.

The Lessee agrees to comply with any affirmative action plan or steps for equal employment opportunity required by 14 CFR Part 152, Subpart E, as amended, as part of the affirmative action program or by any federal, state, or local agency or court, including those resulting from a conciliation agreement, a consent *decree*, court order, or similar mechanism. The Lessee agrees that a state or local affirmative action plan will be used in lieu of any affirmative action plan or steps required by 14 CFR Part 152, Subpart E, as amended, only when they fully meet the standards set forth in 14 CFR 152.409, as amended. The Lessee agrees to obtain a similar assurance from its covered organizations, and to cause them to require a similar assurance of their covered suborganizations, as required by 14CFR Part 152, Subpart E, as amended.

The Lessee agrees that it will not discriminate against any persons or class of persons by reason of race, color, creed, or national origin in its employment practices or in providing any services, or in the use of any of its facilities provided for the public, in any manner prohibited by Title 49 CFR, Department of Transportation Regulations, or in any manner prohibited by Title VI of the Civil Rights Act of 1964.

## ARTICLE 13 - NOTICES

13.1. Forms of Notice. Unless otherwise specified, all notices, consents and approvals required or authorized by this Agreement and Lease to be given by or on behalf of either party to the other, shall be in writing and signed by a duly designated representative of the party by or on whose behalf they are given, and shall be deemed given three days after the time a certified letter, properly addressed, postage prepaid, is deposited in any United States Post Office, or upon delivery by hand.

13.2. Notice to Commission. Notice to Commission shall be addressed to it and delivered at the office of the Executive Director, Roanoke Regional Airport Commission, 5202 Aviation Drive,

Roanoke, Virginia 24012, either by hand or certified letter, postage prepaid, or at such other office as Commission may hereafter designate by notice to Lessee in writing.

13.3. Notice to Lessee. Notice to Lessee shall be addressed and delivered to:

William C. Cranwell, c/o Richard C. Cranwell, 111 West Virginia Avenue, Vinton, Virginia 24179 either by hand or certified mail, postage prepaid, or at such other office in the continental United States as Lessee may hereafter designate by notice to Commission in writing.

13.4. Notice to Lessor. Notice to Lessor shall be addressed and delivered to:  
Roanoke Regional Airport Commission, 5202 Aviation Drive, Roanoke, Virginia 24012 Attention:  
Executive Director  
either by hand or certified mail, postage prepared, or at such other office in the continental United States as Lessor may designate by notice to Lessee and Commission in writing.

#### ARTICLE 14 - MISCELLANEOUS PROVISIONS

14.1. Entire Agreement. This Agreement constitutes the entire understanding between the parties. Any change or modification of this Agreement must be in writing signed by both parties.

14.2. Severability. In the event any provisions hereof shall be finally declared void or illegal by any court or administrative agency having jurisdiction, the remaining provisions shall continue in full force and effect as nearly as possible in accordance with the original intent of the parties.

14.3. Headings. The headings used in this Agreement are intended for convenience of reference only and do not define, expand, or limit the scope or meaning of any provision of this Agreement.

14.4. Prior Agreements. This Agreement replaces and supersedes the Lease of Parcels A and B dated April 21, 1994, as amended, the driveway right-of-way dated August 1, 1988, and the lease of approximately 50 acres (Land Tracts #1 and #2) bounded by Route 118 and Barnes Road, dated February 6, 1987.

[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written:

ATTEST:

ROANOKE REGIONAL AIRPORT  
COMMISSION

By: Catherine Bowman  
Catherine Bowman, Secretary

By: T. Bradshaw  
Timothy T. Bradshaw, Executive Director

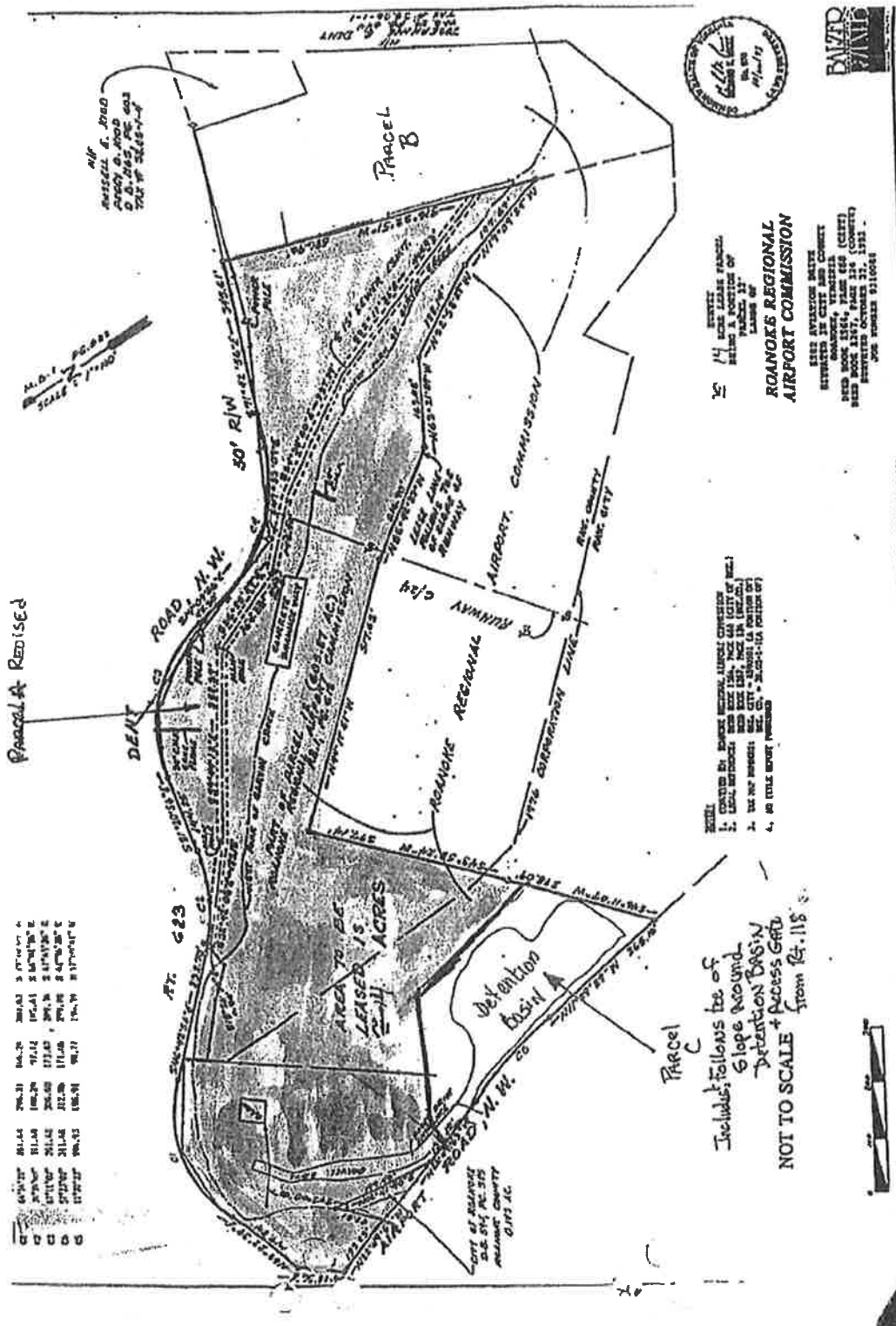
William C. Cranwell  
William C. Cranwell

Approved as to form:

By: Harwell M. Darby, Jr.  
Harwell M. Darby, Jr., General Counsel  
Roanoke Regional Airport Commission



### Parcel A



# EXHIBIT B

## Parcel B

