



REQUEST FOR PROPOSALS

CENTRAL WEST VIRGINIA REGIONAL AIRPORT AUTHORITY

**THIRD PARTY DEVELOPMENT OF AN
AERONAUTICAL FACILITY
AT THE
WEST VIRGINIA INTERNATIONAL
YEAGER AIRPORT**

JULY 29, 2022

SECTION I: NOTICE TO POTENTIAL PROPOSERS

The Central West Virginia Regional Airport Authority (herein after referred to as "Authority" or "Airport Authority") is issuing this Request for Proposals ("RFP") for qualified third parties interested in developing facilities that would serve as or support aeronautical facilities on the designated site(s) at the West Virginia International Yeager Airport ("CRW"). Desired aeronautical facilities include, but are not limited to, aircraft storage hangars, aircraft maintenance facilities, aeronautical manufacturing facilities, specialized aviation service operators, or other related facilities that are compliant with all Federal Aviation Administration (FAA) and CRW policies and support the aviation industry. Proposers must be capable of funding, designing, and constructing the proposed facility within the timeframe identified in the RFP. Sealed proposals shall be submitted to the following:

Mr. Nick Keller
Airport Director & CEO
Central West Virginia Regional Airport Authority
100 Airport Road, Suite 175.
Charleston, WV 25311

Each proposer must submit **5** hard copies of the entire proposal, along with one (1) electronic version on flash storage USB device, CD or DVD in a PDF, Microsoft Word (.docx) or comparable format. Proposals not submitted in the manner described herein (including proposals sent solely by facsimile or other electronic means) will be considered nonresponsive and subject to rejection. Proposals submitted after the specified due date and time in this RFP will be rejected as late and will not be accepted. Proposals must be enclosed in a sealed envelope, box or package that is clearly marked "***Proposal for Aeronautical Facility Development***".

Proposals must be received on or before:

Thursday, October 27, 2022, at 2:00 PM EDT

Each Proposal must be accompanied by a certified or cashier's check in the amount of \$10,000 for each parcel made payable to the Authority to account for the Authority's time and expense related to soliciting and reviewing proposals and facilitating the lease(s) awarded hereunder. This \$10,000 payment for each parcel will be refunded to each unsuccessful proposer within ten (10) business days of the Authority's award of the contract(s) to the successful proposer(s).

Any submissions received after the time and date stated above or without the \$10,000 fee discussed above will be returned and considered as non-responsive.

A non-mandatory pre-proposal conference call will be conducted virtually on the following date:

Monday, September 12, 2022 @ 11:00am EDT

All interested parties shall contact Alan Peljovich (APeljovich@adci-corp.com) to obtain the call-in information. In the meeting, the Authority will provide an overview of the proposed development area and provide **non-binding** responses to questions asked and clarifications

requested. Any questions and requests for clarifications must be submitted electronically to Alan Peljovich on or before **Monday, September 19, 2022 @ 4:00PM EDT**. The Authority will provide official written responses on or before **Wednesday September 28, 2022 @ 4:00PM EDT** to all parties that participated in the pre-proposal conference. In addition, the official responses and all other addenda will be posted to the Authority website. Any verbal communications will not be binding upon the Authority.

It is the responsibility of the submitting entity to check for addenda posted and to acknowledge any and all addenda issued in the cover letter to be submitted with the RFP response.

All interested parties waive any and all claims against the Authority arising from any interpretation of the RFP and any addenda issued. It is the sole responsibility of all interested parties to perform all due diligence associated with the submission of proposals and the Authority will not be responsible for interpretation of the specifications and addenda.

The Authority reserves the right to accept or reject any or all proposals received and/or to waive minor irregularities and formalities and to accept the proposal that is determined to be the best interest of and most advantageous to the Authority.

Once the RFP is issued, interested parties are expressly prohibited from communicating with any Authority employee or Authority Board member. All communication regarding the RFP shall be directed to the Airport's Project Manager:

Alan Peljovich, ADCI
Phone: (410) 935-6975
E-mail: APeljovich@adci-corp.com

Proposers shall not contact any member of the Airport staff or any Authority Board members between the issuance date and the Airport Authority meeting date where the recommendation for award will be an agenda item for consideration by the Airport Authority. Direct contact may result in a proposer's submission being rejected due to non-compliance with this non-solicitation provision.

Anticipated Award Date: December 7, 2022

SECTION II: INSTRUCTIONS FOR POTENTIAL PROPOSERS

Please read the requirements thoroughly and ensure that the proposal complies with all requirements noted. **Any variation from the RFP requirements and sample contract terms must be clearly indicated in writing, on a point-by-point basis in the proposal, attached to and made a part of the submission.** The Authority reserves the right to accept or reject any variation requested. If no exceptions are noted and agreed to by the Authority, the successful submitting entity will be required to enter into the Agreement as specified under the sample contract form and the information included in this RFP.

- (1) **PURPOSE:** The purpose of these specifications and sample Land Lease and Development Agreement is to outline the Authority requirements in order to enter into an agreement for:

THIRD PARTY DEVELOPMENT OF AERONAUTICAL FACILITIES AT THE WEST VIRGINIA INTERNATIONAL YEAGER AIRPORT

- (2) **INTENTION:** The background and specifications provided under this RFP and sample Land Lease and Development Agreement shall meet all requirements as identified herein. There is no intention to disqualify any proposer that can competently meet these requirements.
- (3) **SUBMISSIONS:** Submissions shall include a cover letter signed by a person authorized to commit the proposer to the terms and conditions being proposed. The cover letter shall contain an acknowledgement of any addendum(s) received and shall identify the point of contact for the proposal. Submissions must be submitted on or before the time and date indicated in this RFP. Failure to meet the requirements contained in this RFP will result in the submissions being considered non-responsive.
- (4) **PREPARATION OF SUBMISSION:** The proposer's name and authorized signature must appear on each page that calls for this information. Any costs associated with development of a proposal will be at the sole expense of the proposing entity.
- (5) **ALTERATIONS/AMENDMENTS TO SUBMISSION:** No proposal may be withdrawn after the deadline without acceptable reasons submitted in writing, and only after the written consent of the Authority, which consent shall be at its sole discretion.
- (7) **SUBSTITUTIONS/CANCELLATIONS OF SUBMISSION:** No substitutions or cancellations will be permitted without the prior written approval of the Authority, at its sole discretion.

- (8) **EXCEPTIONS TO REQUIREMENTS AND SAMPLE CONTRACTS:** The proposers shall attach to the submission a detailed list of any exceptions to the RFP requirements and sample contract included as Attachment B- Land Lease and Development Agreement. All exceptions to either the RFP or the sample contract shall be listed on a point-by-point basis with the recommended change. The Authority reserves the right to accept or reject any or all exceptions at its sole discretion. The materiality of the proposed changes will be included as part of the evaluation process.
- (9) **TIME ALLOWED FOR ACTION TAKEN:** The Authority reserves the right to hold proposals received for up to sixty (60) calendar days after the proposal due date deadline without acting. Proposers are required to abide by the terms of their proposals for same period of time.
- (10) **TIME ALLOWED FOR EXECUTION OF CONTRACT:** The successful proposer will be required to finalize a contract with the Authority for presentation to the Airport Authority for approval after receiving notification of a recommendation of award of the contract within ten (10) working days. If contract negotiations are not completed in that timeframe, the Authority will cease negotiations with that proposer and engage in negotiations with the next highest ranked submitting entity.
- (11) **RIGHT TO REJECT/REWARD/WAIVE IRREGULARITIES:** The Authority reserves the right to reject any or all submissions, to waive minor irregularities and informalities, to accept or reject any written exceptions noted, and to make such awards of contract as may be deemed to be the best value and most advantageous to the Authority.
- (12) **INDEMNITY:** The successful submitting entity ("Indemnitor") shall fully indemnify, defend, save and hold harmless the Authority and their officers, agents, representatives, contractors, and employees (collectively, "Indemnitees") from and against any and all liability, loss, damages, claims, demands, suits, and causes of action of any nature whatsoever asserted against or recovered from the Authority on account of injury or damage to person including, without limitation on the foregoing, premises defects, workers' compensation and death claims, or property loss or damage of any other kind whatsoever, to the extent any injury, damage, or loss may be incident to, arise out of, be caused by, or be in any way connected with, either proximately or remotely, wholly or in part: (i) successful proposer's performance under the Agreement; (ii) successful proposer's occupancy of the Premises and any and all activities associated with the successful proposer's use of the Premises; (iii) the violation by the successful proposer, its officers, employees, agents, contractors, subcontractors or representatives of any law, rule, regulation, ordinance, or government order of any kind pertaining, directly or indirectly, to the Agreement; (iv) the exercise of rights under this Agreement; or (v) an act or omission on the part of successful proposer, its officers, employees, agents, contractors, subcontractors or representatives pertaining to the Agreement, regardless of whether the injury, damage, loss, violation, exercise of rights, act, or omission is caused or is claimed to be caused by the contributing or concurrent negligence of

Indemnitees, or any of them, but not if caused by the sole negligence of Indemnitees, or any of them, unmixed with the fault of any other person or entity, and including all expenses of litigation, court costs, and attorneys' fees, which arise, or are claimed to arise, out of or in connection with the asserted or recovered incident. The successful proposer covenants and agrees that, if any of the Indemnitees is made a party to any litigation against the successful proposer or in any litigation commenced by any party, other than the successful proposer relating to the Agreement, successful proposer shall, upon receipt of reasonable notice regarding commencement of litigation, at its own expense, investigate all claims and demands, attend to their settlement or other disposition, defend any of the Indemnitees in all actions based thereon with legal counsel satisfactory to the Authority, and pay all charges of attorneys and all other costs and expenses of any kind whatsoever arising from any the liability, injury, damage, loss, demand, claim, or action.

- (13) **ADDENDA:** Submitting proposers shall carefully examine the Requirements and Instructions to submitting proposers. Should the proposer find discrepancies in, or omissions from the requirements or other documents, or should the proposer be in doubt as to their meaning, the proposer should be responsible for requesting written clarification or submitting the question electronically to Alan Peljovich at *APeljovich@adci-corp.com* on or before the due date for question or clarification submittals identified in this RFP. Explanations, interpretations, and supplemental instructions shall be in the form of written Addenda posted on the Airport Website and transmitted electronically to all potential proposers who participated in the pre-proposal conference call. No verbal responses shall be binding upon the Authority. All Addenda issued to alter the conditions or requirements contained herein shall be acknowledged by proposers in the submission cover letter.
- (14) **SYNONYM:** Where in this RFP package the term "development" is used, its meaning shall refer to the funding, design, construction, and operation of an aeronautical facility on the proposed site at the West Virginia International Yeager Airport.

SECTION III: INFORMATION TO PROPOSERS

1. Invitation

The Central West Virginia Regional Airport Authority (hereinafter referred to as "Authority") requests submission of proposals from interested parties for the funding, development, and operation of an aeronautical facility or facilities on the designated site(s) at CRW. The Authority's specific goals for the RFP include, but are not limited to, the following:

i. Identifying a proposer or proposers who will enter into a Land Lease and Development Agreement with the Authority whereby the successful proposer(s) will fund, design, develop, and operate an aeronautical facility. Attachment A attached identifies the three parcels that are available for development. Proposers will be responsible for complying with all Authority development and building code requirements and satisfying all applicable FAA policies, rules, and regulations.

ii. No FBO related services will be provided to the leased premises as part of the Land Lease and Hangar Development Agreement. Fuel may be purchased from the FBO. Any other FBO services desired including, but not limited to, aircraft movement, site maintenance, marshalling, etc., may be purchased from the FBO through a services agreement.

iii. The use of the leased premises shall be in compliance with the Rules and Regulations and Minimum Standards, as may be amended from time to time and the permitted uses identified in the Land Lease and Hangar Development Agreement.

iv. Proposers may bid on one, two, or all three of the parcels. Proposers are to clearly specify in their proposal which site(s) identified in Attachment A they propose to develop. Each proposer may specify the size and orientation of buildings they propose. The Authority submitted a pen and ink airport layout plan change to the Federal Aviation Administration in May of 2022 showing each parcel with a 60x60 hangar and apron connecting to Taxiway C. A change in building size or layout will require the Authority to update the airport layout plan. It is the intent of the Authority to close Taxiway C as movement area and convert to apron and construct additional apron in phases beginning in the Summer of 2023 between Taxiway C and Taxiway B from the intersection with Twy C and B2 to the South. The Authority is in the process of a supplemental environmental assessment for general aviation development with a targeted goal of final submittal to the Federal Aviation Administration on December 13, 2022.

Building size requirements are as follows:

- a. Parcel One: Total Square Footage: 14,000 sq. feet with a maximum size of 125' x 112', including required setbacks.
- b. Parcel Two: Total Square Footage: 14,000 sq. feet with a maximum size of 125' x 112', including required setbacks.
- c. Parcel Three: Total Square Footage: 14,000 sq. feet with a maximum size of 125' x 112', including required setbacks.

v. Proposers are to identify the intended use for the facility as follows:

- a. If the facility is to be used for commercial aeronautical activities (i.e., revenue producing activities) including, but not limited to, maintenance, transportation, manufacturing, avionics, cargo, aircraft restoration, etc., proposers shall provide an estimate of the estimated number of employees and the projected payroll amount anticipated, projected annual sales, and estimated fuel purchase requirements.
- b. If the facility is to be used for non-commercial aeronautical purposes such as aircraft storage, proposers shall provide an estimate of the annual fuel purchases.

vi. Proposers must describe in their proposal in narrative detail the design concept and proposed usage to include the aeronautical activity to be conducted. Proposers shall be solely responsible for obtaining all required permits that all applicable building codes require and FAA approvals for the intended use.

vii. The successful proposer will be required to deposit with the Authority upon execution of the Agreement by both parties, a payment of one year of the applicable land rental requirement(s).

viii. The successful proposer(s) must commence construction within six (6) months from the date of execution of the contract. Commencement for the purposes of this paragraph shall include the submission of complete, final construction plans and drawings to the Authority and applicable building official for review, permitting, and receipt of the necessary written approvals and building permit from Authority and other applicable government agencies as applicable, and the execution of a contract with the Lessee's construction contractor. Successful proposer(s) shall provide the Authority with its proposed plans and specifications including placement of the facility when those plans and specifications are 30% complete within sixty (60) days of the date of the Land Lease and Hangar Development Agreement and the Authority shall then have ten (10) business days to review those plans for finish, color, and other aesthetics to ensure they comply with the Authority's campus and overall plan for airport aesthetics and decide whether to approve or reject the plans. Successful proposer(s) shall also provide the Authority with its proposed plans and specifications including placement of the facility when they are 60% complete and again when they are 100% complete. The Authority shall have ten (10) business days to review each of these submissions and approve such plans. If the Authority withholds its approval of any plan submission as required in this paragraph, the parties agree to work in good faith to resolve any outstanding issues. Once approved, no material changes to the plans and specifications (other than further development of the 30% and 60% plans) shall be made without additional written approval from the Authority. Construction must be completed within twelve (12) months from the date of commencement.

ix. Failure to commence construction in the timeline identified above will result in the termination of the Agreement with the Authority, forfeiture of all payments made to date to the Authority, and the proposer shall have no further rights to the property and the Authority will be free and clear to pursue other opportunities. The successful proposer waives all rights to the property and will not be reimbursed for any expenses incurred if the development is not commenced as called for in this RFP.

x. The successful proposer shall maintain the premises over the term of the Land Lease and Hangar Development Agreement with the Authority in accordance with

the terms and conditions of the Agreement such that the facility is in good condition, normal wear and tear excepted, upon expiration of the Base Term or Option Term, if exercised.

xi. The Authority will provide water, sewer, and gas to a point close to the border of the site with the exact location to be coordinated with the Authority. The successful proposer must coordinate its connection to these and other utilities (if any) with the Authority and must adhere to the Authority's reasonable requests regarding the time and location of connections. The successful proposer shall be responsible for all costs of utility connects from the source point to the new facility.

xii. The successful proposer shall be solely responsible for the costs all utilities, taxes, permits, and assessments (if applicable) for the premises.

xiii. The lease shall be for a Base Term of twenty (20) years from the date of occupancy of the facility. In addition to the Base Term, provided the lessee is in compliance with all the terms and conditions of the Agreement, lessee may request an additional twenty (20) year Option Term. In order to have the right to request the Option Term, lessee must request in writing to exercise the Option Term a minimum of twelve months but no more than eighteen (18) months prior to the expiration of the Base Term. If the lessee makes such a request and is in compliance with the terms and conditions of the Agreement, the Authority shall have the right in its sole discretion to approve or reject the lessee's request for the Option Term. The Authority shall respond with its approval or rejection of the Option Term within sixty (60) calendar days of the submission request date.

xiv. Land Rent shall be established based upon the intended use for the site (commercial vs. non-commercial) as well as, in the case of commercial development, the number of jobs created at the site. The Land Rental rate will be applied to the total size of the parcel(s) leased and not just the building footprint.

Land Rental rates for the first five (5) years following occupancy are as follows:

- \$1.25 per square foot Non-Commercial
- \$1.05 per square foot Commercial (up to 10 employees)
- \$0.99 per square foot Commercial (greater than 10 employees)

Rent shall be assessed at fifty percent (50%) from the date of execution of the Agreement until the date of the issuance of the certificate of occupancy. Land Rent payments shall be due annually and payable in advance on the date of issuance of occupancy and on each anniversary date of occupancy. Any deposited Land Rent that has not been applied against rental payments due from the execution of the Agreement until the date of the issuance of a certificate of occupancy will be credited to future amounts due.

xv. The rental rate will be subject to adjustment commencing on the anniversary date of occupancy every five (5) years with the adjustment being the total of the Consumer Price Index for the Charleston region for the previous five-year period

aggregated, or an increase of seven percent (7%) whichever is greater.

The Authority reserves the right to reject any proposal which, in the Authority's sole opinion, does not meet the qualifications.

2. Site Location

The Authority will be responsible for providing roadway access to the site(s) identified in Attachment A.

The sites will be provided to the successful proposer(s) "as/where is".

3. Land Lease and Development Agreement and Performance Bond

The successful proposer will enter into a Land Lease and Hangar Development Agreement (Attachment B). Proposers are to identify any exceptions and proposed alternatives to the sample agreement in their proposals. The Authority reserves the right to accept or reject the proposed exceptions at its sole discretion. The level of exceptions noted in the proposal will be factored into the evaluation process.

In addition to the first year Land Rent payment, prior to the commencement of construction, the successful proposer(s) shall provide a Performance Bond in the full amount of the cost of construction issued by an institution authorized to conduct business in the State of West Virginia, which shall name the Authority as obligee or co-obligee and remain in full force and effect until the certificate of occupancy is issued. If the development is not commenced or completed within the timeframes identified in the RFP, in addition to the forfeiture of the first year Land Rent payment, the Performance Bond will be drawn upon by the Authority to ensure prompt completion of the construction and issuance of a certificate of occupancy. The successful proposer and its contractors shall not be allowed access to the Premises to perform any construction activity until the required Performance Bond has been furnished to the Authority.

4. Development

The successful proposer(s) shall be required to fund, design, construct, and operate the facility according to federal, state, and local codes and standards (including but not limited to those of the FAA and Authority), in conformance with the authorized uses contained in the Agreement, and in compliance with the other terms and conditions contained in the Agreement. Plan review and submission must be coordinated with the Airport Director and CEO, or designee, to ensure coordination and to ensure no other Airport tenants are adversely affected by the development. A detailed schedule must be provided in the submission. It is the intent of the Authority for the facility to have an attractive exterior (ex. cut face block or painted metal panels). Proposers shall include in their submission a summary of their general design that is being contemplated. Areas to be addressed must include the following:

- a) Building exterior proposed
- b) Interior finish proposed
- c) Electrical service included
- d) Hangar door system and controls
- e) Level of insulation (if applicable)
- f) Other interior improvements contemplated

- g) Ceiling height and lighting
- h) Roofing system
- j) Storm drainage
- k) Exterior landscaping
- l) Mechanical system proposed (if applicable)
- m) Vehicle parking areas on site (location and number of stalls)
- n) Hangar door opening dimensions
- o) Passage door locations
- p) Plumbing and sewer requirements
- q) Mechanical room location and contents (if applicable)
- r) Construction of apron and connecting apron to taxiway C

5. Operations

The successful proposer(s) shall be responsible for providing all day to day and major maintenance for all improvements on the site. Authority will be responsible for all snow removal on the road and taxiway to the site which will be coordinated with the Lessee. Lessee shall be responsible for all maintenance, snow removal, and ice removal for all paved surfaces on the site. Lessee shall be responsible for installing and maintaining access control at all Air Operations Area access points in accordance with the Airport Security Program.

6. Funding and Concession Revenue

Proposers must provide as part of their proposal a projected budget for the construction of the project to include all hard and soft costs. In addition, the submitting entities must provide a projection of fuel purchases for the aircraft occupying the premises. For commercial aeronautical operations, proposals shall include any projected sales that would be eligible for concession revenue. The Authority will assess a two percent (2%) concession fee on all gross sales for any commercial aeronautical revenues generated from the use of the premises. Proposers shall provide in their proposal a letter from a bank or other lending institution that the entity has pre-approved the funding for the project. If the project is being paid for by the proposer without a loan, proposer must provide a letter from the proposer's financial institution confirming that the proposer has sufficient liquid capital available to fund the project as proposed.

7. Submission Scoring Criteria and Evaluation

A selection committee will be established by the Authority to evaluate and score, according to the schedule listed below, all submissions received. Criteria for scoring includes:

Criteria	Points
1. Whether the proposed development is for commercial aeronautical purposes and the level of employment.	15
2. Compliance with the specification requirements and materiality of exceptions noted.	35

3. Proposed design and timeline for completion.	35
4. Investment level and proof of financing.	15
Total	100

The Authority reserves the right, at its sole discretion, to award one, two, or three of the available parcels depending on the scoring of the proposals received and how they support the strategic goals of the Authority.

8. RFP Submission

A) Cover letter signed by a person authorized to bind the proposing entity to the terms and conditions contained in the submission. The cover letter shall include a statement of understanding of the project, the proposed project point of contract, and a statement of acknowledgement of the receipt of any addenda.

B) An outline of the proposed construction to include a general description of the design of the facility including the specific points identified in the RFP.

C) Statements as called for by the lending or funding institution.

D) A projected budget and timeline for construction.

E) Whether the proposal is for a commercial aeronautical activity or a non-commercial aeronautical activity. If for a commercial aeronautical activity, the proposal must identify the level of employment, projected gross revenues, and projected fuel usage. If for a non-commercial activity, the proposal must include a projection of fuel usage, the type of aircraft to be stored in the facility, and other intended uses.

F) A detailed listing of all exceptions noted to the RFP and sample Agreement.

G) The completed questionnaire included in the RFP.

9. Expenses

All expenses incurred by the submitting entity in preparing its response to this RFP shall be borne solely by the submitting entity.

10. Conflict in Language

In the event of any discrepancy between the information in the RFP and the Agreement, the terms of the Agreement shall prevail. The Authority reserves the right to modify and/or amend the attached Agreement prior to final execution. The RFP submission will be an exhibit to the final Agreement.

QUALIFICATION AND BUSINESS INFORMATION QUESTIONNAIRE

I. Name of Submitting Entity

Name of firm (exactly as it is to appear on the Agreement):

Principal office address: _____

Telephone & Fax number: _____

Form of business entity: (check one)

_____ Corporation

_____ Partnership

_____ Individual

_____ Joint Venture

II. Corporation Statement

If a corporation, complete the following:

Date of incorporated: _____ Place incorporated: _____

Is the corporation authorized to do business in West Virginia? (Check one)

_____ Yes, _____ No If so, as of what date? _____

II. Corporation Statement Continued:

The corporation is held: (check one): _____ Publicly _____ Privately

Furnish the name and title of each officer of the corporation:

OFFICERS:

III. PARTNERSHIP STATEMENT

If a partnership, complete the following:

Date of organization: _____ General partnership _____ or

Limited Partnership _____

Partnership Agreement recorded? _____ Yes _____ No

_____ Date _____ Book _____ Page _____ County

Is the partnership authorized to do business in West Virginia? Yes No

Name, address, and partnership share of each general partner:

NAME	ADDRESS	% SHARE
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

IV. Joint Venture Statement

If a joint venture, answer the following:

Date of organization: _____ Joint venture recorded? _____ Yes _____ No

_____ Date _____ Book _____ Page _____ County

Has the Joint Venture done business in West Virginia? Yes _____ No _____

Name and address of each Joint Venture member and percent of ownership of each:

NAME	ADDRESS	% SHARE
_____	_____	_____
_____	_____	_____
_____	_____	_____

V. Financial Information

A. Surety Information

Have you ever had a bond or surety canceled or forfeited?

_____ Yes, _____ No If yes, state name of bonding company, date, amount of bond, and reason for such cancellation or forfeiture.

B. Bankruptcy Information

Have any persons listed under the corporation, partnership, and joint venture statements ever been declared bankrupt or entered into a Creditor's Composition Agreement?

_____ Yes, _____ No If yes, state date, court jurisdiction, amount of liabilities, and

amount of assets as applicable.

VI. References

List at least three (3) persons or firms with which the proposer has conducted business with within the last five (5) years.

Reference No. 1

Name: _____

Firm: _____

Title: _____

Address: _____

Phone: _____

Relationship: _____

VI. Financial References Continued:

Reference No. 2

Name: _____

Firm: _____

Title: _____

Address: _____

Phone: _____

Relationship:

Reference No. 3

Name: _____

Firm: _____

Title: _____

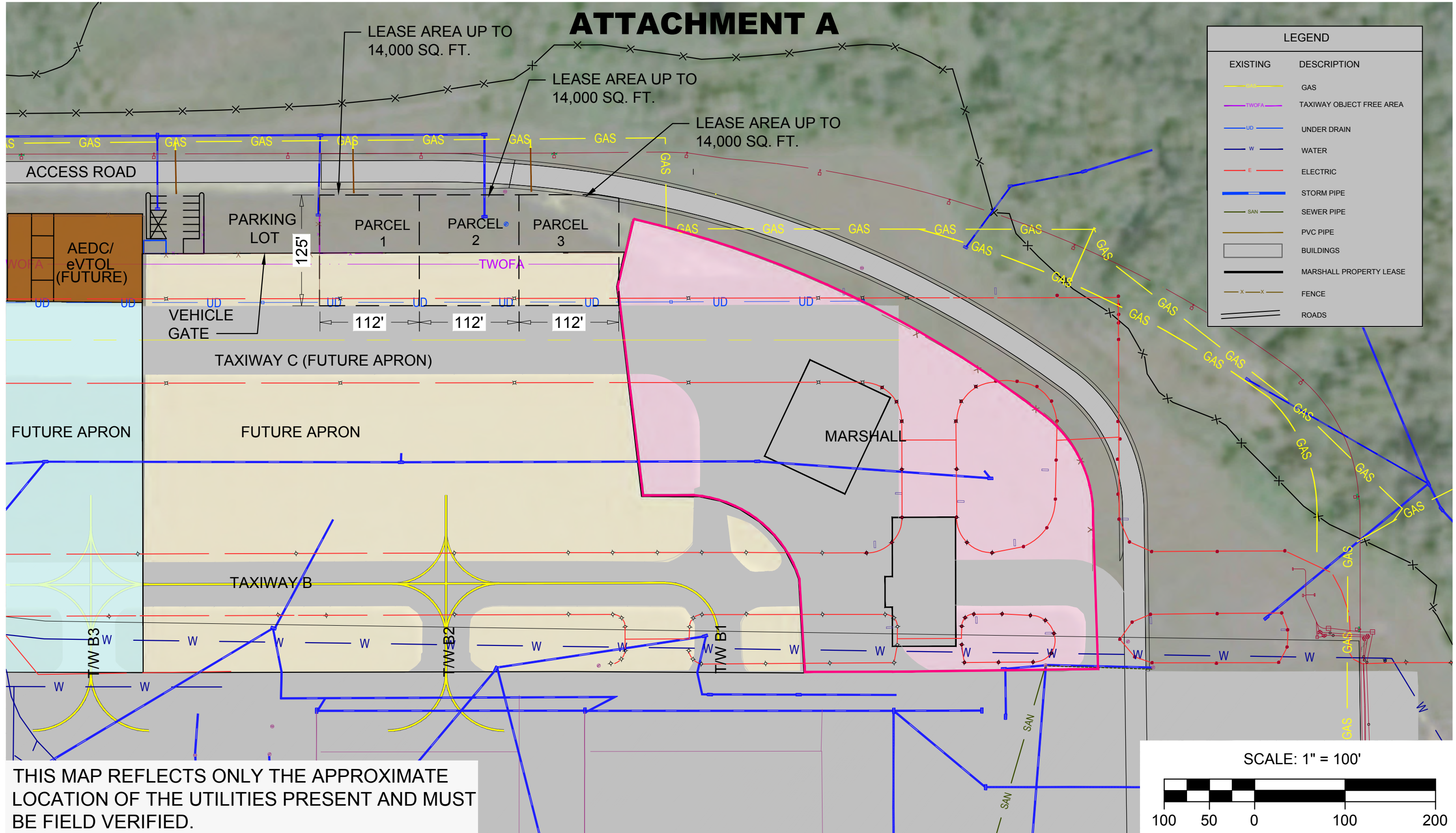
Address: _____

Phone: _____

Relationship:

FILE NAME: P:\Airport\CRW\General\EXHIBITS\GA_Apron_Parking_C-EB-FUTR-APRN_zoomed_in.dwg LAYOUT NAME: Exhibit USER: NBonatoci PLOTTED: Friday, July 29, 2022 1:43pm

ATTACHMENT A



EXISTING	DESCRIPTION
	GAS
	TAXIWAY OBJECT FREE AREA
	UNDER DRAIN
	WATER
	ELECTRIC
	STORM PIPE
	SEWER PIPE
	PVC PIPE
	BUILDINGS
	MARSHALL PROPERTY LEASE
	FENCE
	ROADS

THIS MAP REFLECTS ONLY THE APPROXIMATE LOCATION OF THE UTILITIES PRESENT AND MUST BE FIELD VERIFIED.



DESIGNED:	PLANNING ONLY NOT FOR DESIGN	
DRAWN:		
CHECKED:		
APPROVED:		
REVISION NO.:	REVISION DATE:	DESCRIPTION:



PROJECT TITLE: THIRD PARTY DEVELOPMENT OF AN AERONAUTICAL FACILITY		CONTRACT NO.:
SHEET TITLE:		SHEET NO.:
SCALE: AS SHOWN	DATE: JUNE 2022	EX-1

**ATTACHMENT B
LAND LEASE AND HANGAR DEVELOPMENT AGREEMENT**

at

WEST VIRGINIA INTERNATIONAL YEAGER AIRPORT

By and Between

CENTRAL WEST VIRGINIA REGIONAL AIRPORT AUTHORITY

And

DECEMBER 2022

LAND LEASE AND HANGAR DEVELOPMENT AGREEMENT

This Land Lease and Hangar Development Agreement (the "Lease" or "Agreement") is made effective on _____, by and between the Central West Virginia Regional Airport Authority as lessor ("Authority" or "CWVRAA") and _____, as lessee ("Lessee").

WITNESSETH:

WHEREAS, the Authority owns the West Virginia International Yeager Airport ("Airport"), located in Kanawha County, West Virginia;

WHEREAS, the Airport is governed by the Authority;

WHEREAS, Lessee is organized and existing under the laws of the State of West Virginia and is authorized to conduct business in the State of West Virginia;

WHEREAS, the parties hereto wish to enter into this **Land Lease and Hangar Development Agreement** for land, as depicted on **Exhibit A** attached hereto (the "Premises") , on which Lessee shall construct aeronautical facilities including, but are not limited to, aircraft storage hangars, aircraft maintenance facilities, aeronautical manufacturing facilities, specialized aviation service operators, and related facilities, including vehicle parking areas, that are compliant with all Federal Aviation Administration (FAA) and CWVRAA policies and support the aviation industry or serve as or support aeronautical facilities at the Airport (the "Development");

NOW THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

Agreement:

1. **Premises:** Authority hereby leases the Premises to the Lessee. The Premises includes approximately (____) square feet of land, together with easements, access for ingress and egress, and setbacks. Lessee, in addition to the Premises, shall be entitled to the general use, in common with others, of all airport facilities made available for use to the general public. For purposes of this Agreement, "airport facilities" shall include runways, taxiways, public ramps, roadways, sidewalks, navigation and terminal aids, lighting facilities, terminal facilities, or other public use facilities that have been constructed by the Authority and are under the direct control of the Authority. Lessee shall not be provided any services or products from the Fixed Base Operator ("FBO") as part of this Agreement. Fuel may be purchased from the FBO. Any other services or products desired may be purchased from the FBO at a price as determined by the FBO pursuant to a separate agreement.

2. **Base Term:** This Lease shall be for a base term of twenty (20) years commencing on _____ and expiring on _____.

3. **Option Term:** Subject to terms and conditions set forth below, Lessee shall have an Option to extend this Lease for an additional twenty (20) years. Provided the Lessee is in compliance with the terms and conditions of the Lease, Lessee shall give notice of the exercise of the Option Term a minimum of one hundred eighty (180) calendar days and a maximum of three hundred sixty-five (365) days prior to the expiration of the Base Term. After the determination that the Lessee is in compliance with the Agreement, Lessee shall be given written approval within thirty (30) calendar days. If the request to exercise the Option Term is not made one hundred eighty days prior to expiration, the option to execute the Option Term shall cease, and the Lease will expire at the end of the Base Term.

4. Construction Contingency: This Lease shall be subject to cancellation by the Authority in its discretion if construction of the Development is not commenced by ___ and completed by ___. Commencement, for the purposes of this Paragraph shall include: a) the submission of complete construction drawings to the Authority for review and written approval, b) submission of the plans for applicable permitting, c) the issuance of the appropriate building permits, and d) the submission to the Authority a statement signed by Lessee and the contractor retained by the Lessee for the construction of aircraft storage hangars, aircraft maintenance facilities, aeronautical manufacturing facilities, specialized aviation service operators, and related facilities, including vehicle parking areas that Lessee has executed a contract with the Lessee's contractor.

5. Improvements: Lessee shall provide the Authority with "as built" drawings of all new construction within thirty (30) calendar days following the issuance of a Certificate of Occupancy. Authority's representative will verify Improved Area and Unimproved Area dimensions of the Premises within thirty (30) calendar days following notice from the Lessee of completion to calculate the final rental rate pursuant to Paragraph 7.

6. Project Costs: Lessee shall be solely responsible for all costs associated with any development completed on the Premises.

7. Base Rent and Rental Adjustments: . Base Rent will be assessed for the gross square footage of the Premises included in the approved site plan identified in **Exhibit A** based upon the intended use for the site (commercial vs. non-commercial) as well as, in the case of commercial development, the number of jobs created at the site.

Base Rent rates for the first five (5) years following occupancy are as follows:

- \$1.25 per square foot Non-Commercial
- \$1.05 per square foot Commercial (up to 10 full time employees)
- \$0.99 per square foot Commercial (greater than 10 full time employees)

Upon execution of the Agreement by both parties, Lessee shall make a payment of one year of the applicable Base Rent and Base Rent payments shall thereafter be due annually and payable in advance on the date of issuance of occupancy and on each anniversary date of occupancy. Any initially deposited Base Rent that has not been applied against rental payments due from the execution of the Agreement until the date of the issuance of a certificate of occupancy will be credited to future amounts due.

The rental rate will be subject to adjustment commencing on the anniversary date of occupancy every five (5) years with the adjustment being the total of the Consumer Price Index for the Charleston region for the previous five-year period aggregated, or an increase of seven percent (7%) whichever is greater.

Rent shall be paid to the Authority to the following address, which address may be changed from time to time upon ten (10) calendar days written notice:

Airport Director & CEO

Central West Virginia International Airport Authority

100 Airport Road, Suite 175.

Charleston, WV 25311

8. Construction Period Rent: Base Rent shall be assessed at fifty percent (50%) from the date of execution of the Agreement until the date of the issuance of the certificate of occupancy.

9. Agent: The Authority appoints the Airport Director and CEO, or designee, as agent to receive all Rent, notices, and reports under this Lease.

10. Use of Premises: Lessee shall use the Premises for the purposes as defined in this Paragraph and for no other purpose without the express prior written consent of the Airport Director and CEO. The improvements on the Premises shall be used for aircraft storage hangars, aircraft maintenance facilities, aeronautical manufacturing facilities, specialized aviation service operators, and related facilities, including vehicle parking areas, that are compliant with all Federal Aviation Administration (FAA) and CWVRAA policies and support the aviation industry or serve as or support aeronautical facilities at the Airport;. The use of the Premises must, at all times, be in compliance with the Authority's Minimum Standards for General Aviation and Aeronautical Operations ("Minimum Standards") and Rules and Regulations as adopted by the Authority and as may be amended from time to time. The Authority and Lessee will cooperate in developing appropriate plans in the event a change in the Minimum Standards requires a change to the Premises. Aircraft maintenance conducted on the Premises shall be accomplished in accordance with Minimum Standards, applicable Building and Fire Codes, and adopted rules and regulations. Aircraft must be removed from any structure during fueling operations.

11. Parking: The Premises may be used for vehicle parking of business-related automobiles, trucks, vans, trailers, and similar vehicles without the payment of any additional fees to Authority so long as the vehicle parking does not interfere with the operation of aircraft.

12. Signs: Lessee may install Authority ordinance compliant signs or other corporate identification of the business on the Premises at its sole cost, provided, however, that the Lessee or its designee has obtained the Authority's prior written approval as to the size, type, design and location of these signs or other corporate identification prior to installation.

13. Right to Amend: If the Federal Aviation Administration ("FAA") or its successor, requires modifications or changes in this Lease as a condition precedent to granting funds for improvements, Lessee agrees to consent to the amendments, modifications, or changes of this Lease as may be reasonably required and to incorporate such required changes into an amendment to this Agreement; however, Lessee will not be required to pay increased Rent or change the use of the Premises or accept a relocation or reduction in size of the Premises until Lessee and the Authority have fully executed an amendment to this Lease that is mutually satisfactory to all parties.

14. Subordination to U.S.A./FAA Requirements: This Lease is subordinate to the provisions of any existing or future agreement between Authority and the United States of America relating to the operation or maintenance of the Airport.

15. Development of Improvements: All plans and specifications for Lessee's improvements and all renovations, remodeling, refurbishing and construction upon the Premises must meet all fire, building, and other applicable Authority, state and federal regulations and code requirements. Lessee shall be responsible for obtaining required building permits and FAA permits and for paying all permit fees associated with the Development. Lessee shall provide the Authority with its proposed plans and specifications for the Improvements including placement of the facility when those plans and specifications are 30% complete. The Authority shall then have ten (10)

business days to review those plans for finish, color, and other aesthetics to ensure they comply with the Authority's campus and overall plan for airport aesthetics and decide whether to approve or reject the plans. Lessee shall also provide the Authority with its proposed plans and specifications for the Improvements including placement of the facility when they are 60% complete and again when they are 100% complete. The Authority shall have ten (10) business days to review each of these submissions and approve such plans. If the Authority withholds its approval of any plan submission as required in this paragraph, the parties agree to work in good faith to resolve any outstanding issues. Once approved, no material changes to the plans and specifications (other than further development of the 30% and 60% plans) shall be made without additional written approval from the Authority.

Upon final completion of the Improvements, Lessee must provide one set of Mylar as-built plans and one electronic copy of the record documents to the Airport Director and CEO, who will keep one set of plans on file in the Administration offices.

Lessee must keep said documents current, by providing one set of Mylar "as-built" plans and one electronic copy of all record documents showing any alteration in excess of five thousand dollars (\$5,000) to the Premises during the term of this Lease to Airport Director and CEO, which plans are to be attached to this Lease in the same manner as provided for the original plans and specifications. No substantial changes or alterations shall be made to said plans or specifications after initial approval by the Authority without further prior written approval by the Authority.

The Authority shall make water, natural gas, and wastewater service available near the Premises property line and Lessee will be responsible for arranging to connect the site to existing utilities and paying for, at its sole cost all utility connections to the site. Utility usage will be billed directly to the Lessee and payment will be the sole responsibility of the Lessee.

Lessee shall be responsible for causing the Premises, all Authority property, and adjacent properties to be maintained in good order and condition during construction and upon completion of the improvements in accordance with commercially reasonable standards at no cost to the Authority.

Lessee, at its sole expense, shall obtain all licenses and permits required prior to performing any maintenance, repairs, construction on, or use of the Premises. Additionally, Lessee, at its sole expense, shall install access control for Air Operations Area access points in accordance with the airport security program. The costs of developing all plans and specifications as provided herein and the construction of improvements and facilities upon the Premises shall be paid solely by the Lessee, without any cost or expense to Authority whatsoever.

Upon expiration or early termination of this Lease, ownership of the improvements constructed by Lessee on the Premises shall revert to the Authority, free and clear of all liens, claims and other encumbrances or adverse interest in the Premises or the improvements thereon or, at the discretion of the Authority, shall be removed by the Lessee at its sole expense and the ground returned to its original condition, normal wear and tear excepted. Facilities reverting to the Authority shall be in commercially reasonable condition, normal wear and tear excepted.

During the construction of the improvements, the Airport Director and CEO, or designee, may enter upon the Premises during normal business hours and make inspections as may be necessary to ensure that the construction of the improvements is performed in accordance with the requirements of this Lease and in accordance with the plans and specifications submitted to and approved by the Authority.

During this Lease, Lessee shall, subject to the terms and conditions of this Lease, have the

continuing right to remodel, renovate, and refurbish the Premises subject to the submission of a written request and a complete set of plans to the Authority and after obtaining the prior written consent of the Authority and all applicable permits.

In the event a lien is attached to the Premises or Lessee's leasehold interest, Lessee shall satisfy and remove any such lien within ten (14) calendar days of notice of such lien. Lessee shall notify the Authority in writing immediately upon the receipt of such notice of a lien being filed and within twenty-four (24) hours of the removal of such lien.

Lessee covenants that all construction, including all workmanship and materials, will be of first-class quality. As used herein, the term "first-class quality" means of the same or greater quality as materials used to construct other buildings used for the same or similar purposes already constructed on the Airport property.

Within ten (10) days of completing construction of improvements on the Premises, Lessee must certify in writing to the Authority that the improvements were completed according to the approved plans and specifications and that Lessee has complied with all applicable federal, state, and local laws, and regulations.

Lessee must include in all construction contracts entered into, a provision requiring the contractor, or in the alternative, Lessee, to indemnify, hold harmless, defend and insure Authority, including its officers, agents, elected officials, and employees, against the risk of legal liability for death, injury or damage to persons or property, direct or consequential, arising or alleged to arise out of, or in connection with, the contractor's or its agents' presence on the Premises or the Airport and performance of any or all of the construction work thereon, whether the claims and demands made are just or unjust, unless same are caused solely by the negligence or willful act of Authority, its officers, agents, or employees. Lessee must furnish, or require the contractor to furnish, insurance as required in **Paragraph 25** herein.

Lessee must further include in all construction contracts a full waiver by the contractor of any lien rights against the Premises and/or any other property of the Authority. This waiver shall also be included in all subcontracts in excess of \$10,000.00 and material supply agreements in excess of \$5,000.00.

16. Repair and Maintenance: Lessee, at its own expense, shall make, or cause to be made, any and all repairs and replacements necessary to keep the Premises in a commercially reasonable first-class condition and in safe repair and shall make any and all repairs and replacements necessary to remedy defects of a structural nature. Lessee shall provide maintenance to keep the interior and exterior of the Premises in a clean, attractive, and sanitary condition at all times, including the removal of snow and ice.

17. Hazardous Substances: Lessee shall comply and shall require any sublessee to comply with all environmental laws, rules, regulations, orders and permits applicable to the use of the Premises, including but not limited to, required National Pollutant Discharge Elimination System Permits and all applicable laws relating to the use, storage, generation, treatment, transportation, or disposal of hazardous or regulated substances. Except for the Hazardous Substances, as defined in the Authority's Rules and Regulations, governed by and transported in full compliance with the transportation laws of the state or federal government, Lessee must not knowingly use, store, generate, treat, transport, or dispose of any hazardous or regulated substances or waste on or near the Premises without first obtaining all required permits and approvals from all authorities having jurisdiction over the operations conducted on the Premises.

If Lessee determines that a threat to the environment, including but not limited to a

release, discharge, spill or deposit of a hazardous or regulated substance, has occurred or is occurring which affects or threatens to affect the Premises, or the persons, structures, equipment, or other property thereon, Lessee must notify immediately report, the threat in person or by telephone, to be promptly confirmed in writing within twenty four (24) hours to the Airport Director and CEO and any other entities as required by law or regulation.

Lessee or its designee shall keep a readily accessible file of Materials Safety Data Sheets ("MSDS") for each Hazardous Substance on site or transported, in accordance with federal and state transportation laws, which file must be posted and immediately available to any Authority employee or Airport tenant who responds to a report of a discharge of a Hazardous Substance on the Premises.

Lessee will cause prompt remediation and the payment of all costs associated with any action or inaction of Lessee that directly or indirectly prevents the Airport from materially conforming to all then applicable environmental laws, rules, regulations, orders, or permits. In the event Lessee fails to fulfill this obligation within thirty (30) days of written notice, Authority may perform any such remediation and the direct and indirect cost of such action shall be invoiced to the Lessee plus a fifteen percent (15%) administrative fee. Payment of such charges are due and payable upon demand and may not be contested. The rights and obligations set forth in this Paragraph shall survive the earlier expiration or termination of this Lease.

No fuel shall be stored or dispensed on-site without the prior issuance of a permit by the Authority and the storage, dispensing, and use shall be in compliance with the Rules & Regulations and Minimum Standards as may be amended from time to time.

18. Nondiscrimination/Affirmative Action:

A. Nondiscrimination – General- Lessee for itself, and as a requirement for any sublessee, their personal representatives, successors in interest, and assigns, as a part of the consideration hereof covenants that: (1) no person on the grounds of race, creed, color, religion, sex, age, national origin, sexual orientation, marital status, disability, or political belief or affiliation will be excluded from participation in, denied the benefits of or otherwise be subjected to discrimination in the use of the Premises; (2) in the construction of any improvements on, over, or under the Premises and the furnishing of services thereon, no person on the grounds of race, color, religion, sex, age, national origin, sexual orientation, marital status, disability, or political belief or affiliation will be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination.

B. Nondiscrimination - Business Owner - This Lease is subject to the requirements of the U.S. Department of Transportation's regulations, 49 CFR Part 23. Lessee for itself, and as a requirement for any sublessee, agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award of performance or any concession agreement, management contract or subcontract, purchase or lease agreement, or other agreement covered by 49 CFR Part 23.

C. Remedy for Breach – If Lessee is found by a final verdict of a court of competent jurisdiction to have deliberately breached a non-discrimination covenant, or to have permitted any sublessee to deliberately breach a non-discrimination covenant, the Authority may immediately enforce the remedies directed by the Court's decision, which may include the Authority's right to reenter the Premises, retake possession thereof and terminate the Lease. This provision is not effective until the procedures of Title 49, Code of Federal Regulations, Part 21 are completed, including exercise of any rights to appeal.

D. Affirmative Action - Lessee shall cause to be implemented an affirmative action program as required by 14 CFR Part 152, Subpart E, to provide (i) that no person on the grounds of race, creed, color, religion, sex, age, national origin, disability, or political belief or affiliation is excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E; (ii) that no person will be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by that Subpart; (iii) that third parties otherwise retained by Lessee or its designee shall provide similar assurances to Lessee or its designee to undertake affirmative action programs and to require assurances from their sub-organizations, as required by 14 CFR Part 152, Subpart E. Lessee or its designee at no expense to the Authority shall comply with any applicable requirements of the Americans with Disabilities (ADA) as it may be amended, with respect to the Premises.

19. Compliance with Laws:

A. General - Lessee covenants to promptly observe, comply with, and execute, and shall cause any sublessee to promptly observe, comply with, and execute, the provisions of any and all present and future governmental laws, ordinances, rules, regulations, requirements, orders, and directions applicable to the use and occupancy of the Premises. A material breach of this covenant, which is not remedied within thirty (30) days of written notice, may be cause for Authority's exercising its rights under **Paragraph 20** of the Lease. During any period of Lessee's or any sublessee's good faith challenge to any such laws, ordinances, rules, regulations, requirements, orders, and directions in a court of competent jurisdiction shall not be deemed a breach of this Lease.

B. Federal - Lessee shall comply and shall require any sublessee to comply with all applicable Federal laws, rules, and regulations, including without limitation the Drug Free Workplace Act, the Violence in the Workplace Act, the Americans with Disabilities Act, and any other acts that the U.S. Congress passes that apply to the uses and operations at the Premises.

C. State - Lessee shall comply with all applicable state laws, rules, and regulations of the State of West Virginia.

D. Local - Lessee shall comply with all applicable Authority, Minimum Standards and rules and regulations promulgated by the Authority as may be amended from time to time.

20. Termination:

A. Termination by Lessee –Unless a right of termination is expressly granted elsewhere in this Lease, this Lease may only be terminated by Lessee upon the occurrence = of one of more of the following events:

1. The Authority's permanent abandonment of the Premises at the Airport;
2. The lawful assumption by the United States Government, or any authorized agency thereof, of the operation, control, or use of the Airport, or any substantial part or parts thereof, that substantially restricts Lessee any sublessee from operating for at least one hundred fifty (150) calendar days; or
3. The issuance by any court of competent jurisdiction of an injunction that prevents or restrains the use of the Airport or the Premises, that continues for at least one hundred fifty (150) calendar days.

B. Termination by Authority- Unless a right of termination is expressly granted elsewhere in this Lease, this Lease may only be terminated by Authority if Lessee:

1. Fails to pay the Rent, fees, or other under this Lease when due and such failure continues for thirty (30) calendar days after written notice;

2. Makes a general assignment for the benefit of creditors or files for bankruptcy protection;

3. Abandons the Premises ("abandon" shall mean failing to occupy the Premises for a period in excess of ninety (90) days);

4. Otherwise defaults in the performance of another material covenant of this Lease and continues the default for thirty (30) calendar days, or such other time as may be provided herein, after receipt of written notice from the Authority of the default. If the default cannot reasonably be cured within said thirty (30) calendar days or within any other time as set out in the notice of default, Lessee shall be deemed to have cured the default if it commences the remedy process within the applicable period and thereafter diligently prosecutes the same to completion.

C. Authority's Right to Entry Upon Termination - If Authority terminates this Lease or if Lessee abandons the Premises, the Authority may enter upon the Premises.

In the event of termination by the Authority, the Airport Director and CEO, or designee, may enter onto the Premises to remove any and all persons or property from the Premises and place any property in storage for the account of and at the expense of Lessee. Lessee hereby grants Authority a lien and security interest as security for payment of all Rent now or hereafter payable by Lessee under this Lease upon all equipment, fixtures, inventory and other personal property (and the proceeds thereof) within the Premises to the full extent of Lessee's interest therein. Such lien shall include the right to prevent removal of said property from the Premises and may be enforced upon any default under this Lease. The Authority shall also have all rights and remedies available to a secured party under the Uniform Commercial Code in West Virginia and Lessee expressly authorizes the filing a UCC Financing Statements as needed to perfect the aforesaid security interest.

In the case of default, if Lessee fails to remove any of its property on the Premises within thirty (30) calendar days following the written notice of default, Authority may sell the property found on the Premises at a public or private sale with proceeds of the sale applied first to the cost of the sale, then to the cost of storage of the property, if any, and then to the indebtedness of Lessee, with the surplus, if any, to be mailed to Lessee at the address herein designated. If Authority terminates the Lease and re-enters the Premises, the Authority may relet the Premises and if a sufficient sum is not realized, after paying expenses of the reletting, to pay the Rent and other sums agreed to be paid by Lessee, Lessee agrees to pay any deficiency within thirty (30) calendar days after Authority's written demand therefore. Lessee further agrees to hold harmless and indemnify Authority including its officers, agents, elected officials, and employees against and from any loss or damage or claim arising out of Authority's action in collecting monies owed to it under this paragraph, except for any loss, damage, or claim caused solely by the negligence or willful misconduct of Authority or its employees.

D. Notice of Termination - If an event of default occurs as set forth in Subparts A and B above, the complaining party may at any time terminate this Lease by providing written notice of termination to the defaulting party. The Lease will be terminated on the date specified in the notice but not sooner than thirty (30) calendar days after the postmarked date of the notice.

E. Partial Destruction - If the Premises are partially damaged or destroyed by fire or another casualty, to the extent that Lessee cannot use the Premises for its intended use, then, Rent shall be abated until the damage is repaired by Lessee at its sole cost and expense;

provided that if the casualty event occurs during the last three years of the term then in effect, the Lessee may elect to terminate this Lease by giving Authority notice within sixty (60) days of the casualty event. Lessee and Authority will mutually agree on a time period for Lessee to repair the damages to the Premises or Improvements. If the Lease is terminated, as provided for herein, the Rent will cease as of the date of the casualty; provided however, Lessee as the case may be, must use its insurance proceeds to either repair or replace the improvements or raze and remove all traces of the improvements and return the Premises to a state of raw land. All remaining insurance proceeds will belong to Lessee, as the case may be.

F. Total Destruction. If the Premises are totally destroyed by fire or other casualty, this Lease shall terminate as of the date of the casualty and Lessee shall use its insurance proceeds to raze and remove all traces of the improvements and return the Premises to a state of raw land. All remaining insurance proceeds shall belong to Lessee.

21. Property Rights upon Expiration or Termination:

- **Removal of Equipment** - Upon the expiration or earlier termination by Lessee of this Lease provided no Lessee default then exists, Lessee may remove all removable furniture, fixtures and equipment and other personal property installed or furnished by the Lessee, so long as it removes same within fifteen (15) calendar days after termination or expiration of the Lease. The Authority may require any damage to the Premises caused by any Lessee's removal of its property to be repaired at the Lessee's expense within thirty (30) calendar days after expiration of the Lease. Such repairs must be made to the reasonable satisfaction of the Airport Director and CEO. Notwithstanding the above, any fuel storage facilities installed by Lessee **must** be removed and any required remediation completed prior to vacating the Premises, regardless of circumstances. In the event Lessee does not perform such removal and remediation in compliance with this Agreement, Authority may contract for such removal and remediation and the direct and indirect cost of such, plus a fifteen percent (15%) administrative fee, will be the sole responsibility of the Lessee and shall be due and payable upon demand. If the Lease has been terminated by the Authority, then Lessee may only remove personal property as directed by the Authority in writing.

Notwithstanding the foregoing, if Lessee fails to remove its removable furniture, fixtures, and equipment within fifteen (15) calendar days after termination or expiration of the Lease or within the period specified by the Authority if the Lease has been terminated for cause, then the Authority, may at its option, take title to the said property and sell, lease, or salvage the same, as permitted by law. Any net expense Authority incurs in disposing of the any Lessee's personal property shall be billed to the Lessee. The Authority will provide a written itemized breakdown of the costs recaptured, if any, by the sale, lease or salvage of the property, and the balance due, which is expected to be paid by the Lessee upon receipt of said itemized breakdown.

A. New Lease - Do Not Remove Equipment - If Authority and Lessee negotiate a new Lease after the expiration or earlier termination of this Lease, there shall be no requirement to remove its furniture, fixtures, and equipment from the Premises.

B. Holdover - Any holding over by Lessee of the Premises after the expiration or other earlier termination of this Lease shall be on a month-to-month tenancy at sufferance, at a monthly Rent equal to 150% of the Rent then in effect, and subject to cancellation by either party upon thirty (30) calendar days prior written notice.

22. Re-delivery of Premises: Upon the expiration or earlier termination of this Lease, Lessee shall deliver the Premises to Authority peaceably, quietly and in as good condition as the same now are or may be hereafter improved by the Lessee, normal use, and wear thereof excepted. In addition to a landlord's lien provided by the law of the State of West Virginia, the

Authority has a contractual lien on all property of the Lessee on the Premises as security for nonpayment of Rent.

23. Authority Obligations:

To operate the West Virginia International Yeager Airport as a public airport during the Lease Term, subject to the assurances given by Authority to the United States Government.

24. Indemnification:

A. General – Lessee must indemnify, hold harmless, defend and insure the Authority, its officers, agents, elected officials, and employees from and against any and all claims and causes of action, administrative proceedings, judgments, penalties, fines, damages, losses, demands, liabilities, or expenses whatsoever (including reasonable attorney's fees and costs of litigation, mediation and/or administrative proceedings) which may be brought, alleged, or imposed against the Authority, its officers, agents, or employees arising directly or indirectly from or in any way connected with (i) Lessee's or Lessee's agents' or employees' presence on the Premises or the Airport; (ii) Lessee's or Lessee's agents or employees' performance of services authorized under any agreement with Authority, excepting only that liability as may result from the sole negligence or the willful misconduct of the Authority, including its officers, agents, and employees; The rights and obligations set forth in this Paragraph shall survive the termination of this Lease.

B. Special Claims - Lessee agrees to defend, at its own cost, and to protect, indemnify, and otherwise hold harmless, the Authority, including its officers, agents, elected officials, and employees (including but not restricted to the posting of bond and release of attachment) from and against any and all claims in any way arising out of or in connection with the construction, repair, or maintenance work undertaken hereunder by, through or on behalf of Lessee, including but not restricted to attachments, liens or levies, and whether or not the claim is meritorious, made, failed or asserted by any party other than Lessee against the Authority, including its officers, agents, and employees or the Premises or improvements thereon or part thereof, or monies owing to the Authority.

C. Notice - Notwithstanding the above identifications, Lessee must give the Airport Director and CEO notice of any matter covered or potentially hereby and forward to the Airport Director and CEO copies of every demand, notice, summons, or other process received in any claim or legal proceeding covered or potentially covered hereby within ten (10) calendar days of Lessee's receipt of said notice, demand, summons, or other process.

25. Insurance:

If the Lessee engages in Commercial Aeronautical Activity, as that term is defined in the Minimum Standards for Commercial Aeronautical Activities at the West Virginia International Yeager Airport,¹ at the Development, the insurance coverages included in Appendix A to the Minimum Standards that are applicable to the Commercial Aeronautical Activity of the Lessee shall apply to this Agreement.

If the Lessee does not engage in Commercial Aeronautical Activity at the Development, the insurance coverages detailed below shall apply to this Agreement.

¹ Under the Minimum Standards, "Commercial Aeronautical Activity" means the sale, exchange, trading, buying, merchandising, hiring, marketing, promotion, or selling of commodities, goods, services or property, or any revenue-producing activity made available to the public in connection with Aeronautical Activities (as defined in the Minimum Standards).

The Authority expressly reserves the right to require, at its sole discretion, additional types or amounts of insurance coverage(s) than those set forth below upon reasonable notice to the Lessee.

- A. A Lessee that does not engage in Commercial Aeronautical Activity must obtain the following insurance coverages by the date of this Agreement, which insurance must be kept in effect while such Agreement is in effect:
 - 1. Aircraft General Liability Insurance (includes coverage for both personal injury/death and property damages) - not less than one (1) million dollars (\$1,000,000) per occurrence, with a sublimit of not less than \$100,000 per passenger.
 - 2. Aircraft Hull and Liability Insurance - Actual value of aircraft.
 - 3. Automobile Insurance - not less than \$200,000 per person/\$400,000 per accident in liability coverage.
 - 4. Workers' Compensation (if Lessee is an employer) - West Virginia statutory requirements.
 - 5. Employers' Liability, including coverage for "deliberate intent" claims under W. Va. Code W. Va. Code §23-4-2) (if Lessee is an employer) - not less than one million dollars (\$1,000,000).
 - 6. Excess or Umbrella coverage - not less than three (3) million (\$3,000,000) general aggregate in excess of Aircraft General Liability Insurance, Automobile, and Employers' Liability coverages.
- B. Each of these insurance coverages must be obtained from an insurer that is authorized to do business in the State of West Virginia and approved by the Authority.
- C. The Authority shall be named as an Additional Insured under the Aircraft General Liability Insurance and the Employers' Liability coverage (if applicable). Concurrent with the execution of this Agreement, Lessee shall provide Certificates of Insurance evidencing the coverages required under this Agreement, and failure to provide adequate Certificates of Insurance are grounds for the Lessor to terminate this Agreement for default under Paragraph 20. The form of the certificates shall contain an unconditional requirement that the insurer notify the Lessor not less than thirty (30) calendar days prior to any cancellation, non-renewal, or modification of the policy or coverages evidenced by the certificates and shall further provide that failure to give such notice to Lessor will render any such change or changes in such policy or coverages ineffective as against the Lessor.
- D. Lessee's insurance carrier or carriers shall agree to waive any right to subrogation against Lessor, which must be noted on Lessee's Certificates of Insurance provided to Lessor.
- E. Lessor reserves the right to require Lessee to increase the coverages set forth above and to provide evidence of such increased insurance coverage to the extent that the liability limits, at Lessor's sole discretion, should be increased. Lessor agrees to provide Lessee not less than ninety (90) days to obtain insurance upon

notice of the increased required coverage(s).

- F. Lessor does not represent or guarantee that these types or limits of coverage are adequate to protect Lessee's interests and liabilities. It shall be the obligation and responsibility of Lessee to insure, as it deems prudent, its own personal property, aircraft, and equipment against damage from fire, explosion, tornado, civil disorder, vandalism, or any cause whatsoever. Lessor by this Agreement assumes no liability for such damages.

26. Rights to Sublease and Assignment

Lessee has the right to sublease any or all of the Premises; with the prior written approval of the Authority, however, Lessee must ensure that any sublessee abide by the terms and conditions of this Agreement.

The Lessee shall not assign or transfer this Agreement, or any right of leasehold interests granted to it by this Agreement, or sublet, or otherwise transfer any interest in or to the Leased Premises without the prior written approval of the Authority.

Any purported transfer, assignment, or sublease of this Agreement, any right of leasehold interests granted to it by this Agreement, or any interest in or to the Leased Premises without the Authority's prior written consent shall be void and grounds for default.

27. Notice:

Notices are sufficient if in writing and sent by certified mail, return receipt requested, postage prepaid, or by overnight delivery service with proof of delivery, or by facsimile (followed by written notice confirmed by mail or other delivery service), as addressed below:

If to Authority:

Airport Director and CEO
Central West Virginia Regional Airport Authority
100 Airport Road #175
Charleston, WV 25311
Fax: 304-344-8034

If to Lessee:

Fax:

Or to any other address that may be designated in writing from time to time.

28. GENERAL PROVISIONS:

- A. Mineral Rights - Authority expressly reserves all water, gas, oil, and mineral rights

in and under the soil beneath the Premises but testing for and/or removal of any such gas, oil, or minerals shall be done in a manner so as not to disturb the Premises or disrupt the operation of the business being conducted thereon.

B. No Waiver of Forfeiture - Any failure or neglect of Authority or Lessee at any time to declare a forfeiture of this Lease for any breach or default whatsoever hereunder does not waive Authority's or Lessee's right thereafter to declare a forfeiture for like or other or succeeding breach or default.

C. Force Majeure - Neither Authority nor Lessee will be deemed to be in breach of this Lease if either is prevented from performing any of its obligations hereunder by reason of Force Majeure. Force Majeure means any prevention, delay, or stoppage due to strikes, lockouts, labor disputes, acts of God, (excluding inclement weather and/or periods of rain, snow, or ice and other weather events) = governmental restrictions or requirements, governmental regulations, governmental controls, = enemy or hostile governmental action, civil commotion, and fire or other casualty.

D. Quiet Enjoyment - Authority covenants that it has the Authority to execute this Lease, that at commencement of the Lease, Authority has good title to the Premises and that throughout the term hereof, Lessee will have peaceful and uninterrupted possession of the Premises subject to Lessee's payment of Rent and other applicable charges and to its performance of the covenants of this Lease. Authority agrees to remedy any violation of quiet enjoyment caused by Authority and to honor Lessee's tenancy for the term of the Lease.

E. Minimum Standards and Rules and Regulations – The Authority has adopted and will enforce Minimum Standards and Rules and Regulations to be uniformly applied to similar uses and users of similar space, which Lessee agrees to observe and obey with respect to the use of the Premises, and the health, safety, and welfare of those using the Premises. The Minimum Standards and Rules and Regulations may be amended from time-to-time.

F. Governing Law and Venue - This Agreement shall be construed and interpreted in accordance with the laws of the State of West Virginia and action brought under this Agreement shall be venued in Kanawha County, West Virginia.

G. No Third-Party Benefit - No provision of this Lease creates a third-party claim against the Authority, the Airport, or the Lessee beyond that which may legally exist in the absence of any such provision.

H. Taxes and Licenses - Lessee must cause to be paid any and all taxes of whatever character, including ad valorem and intangible taxes, that may be levied or charged upon the Premises, leasehold improvements, or operations hereunder and upon Lessee's rights to use the Premises, whether the taxes are assessed against Lessee or Authority, prior to the past due date. Lessee shall cause to be paid any and all sales taxes arising in connection with the occupancy or use of the Premises whether the taxes are assessed against the Lessee, any sublessee or Authority. Lessee must obtain and pay for all licenses or permits necessary or required by law for the construction of improvements and must require any sublessee to obtain and pay for all licenses and permits necessary or required by law for the installation of equipment and furnishings, and any other licenses necessary for the conduct of its operations hereunder. If Lessee or any sublessee wishes to contest any tax or charge, that contest will not be a default under the Lease so long as Lessee or sublessee diligently prosecutes the contest to conclusion and promptly pays whatever tax is ultimately owed. Further, Lessee shall cause any taxes not being contested to be paid prior to the past due date.

J. Trash and Refuse - Lessee must arrange for the collection and lawful disposal of all trash and other refuse resulting from operations on the Premises; must provide and use suitable sealed fireproof receptacles approved by the Airport Director and CEO for all trash and other refuse generated by the use of the Premises; must prohibit piling of boxes, barrels or other similar items in or within view from a public area; must comply with all applicable laws and regulations relative to trash disposal; and must pay or cause to be paid the costs associated with trash removal and disposal.

K. Terms Binding on Successors and Assigns - All of the terms, covenants, and agreements herein contained shall be binding upon and shall inure to the benefit of the heirs, successors and assigns of Lessee and Authority.

L. Estoppel - Both parties agree that at any time and from time to time at reasonable intervals, within fifteen (15) business days after written request by the other party, said party will execute, acknowledge and deliver to the party designated by the other party, a certificate in a form as may from time to time be provided, certifying to the extent true and correct the status of the Lease. .

O. Leasehold Mortgage – Lessee shall not mortgage, pledge, hypothecate and/or collaterally assign its interest under this Lease without the express consent of the Authority which may be given or withheld in its sole discretion. Any such mortgage, pledge, hypothecation and/or collaterally assignment shall be on terms acceptable to the Authority. Radio Antenna. Subject to the Authority's prior written approval as to height and location, which will not be unreasonably withheld, conditioned or delayed, Lessee or any sublessee, as the case may be, may furnish and install at its own expense, a radio antenna either adjacent to the improvements or on the roof of the improvements on the Premises subject to (a) any and all federal, state and local laws, ordinances, statutes, rules, regulations and orders applicable thereto; (b) Lessee, as the case may be, obtaining any and all building and other permits, licenses and other approvals with respect thereto; (c) the antenna and building both must be structurally sound and not adversely affect the soundness of, or the condition of, the roof and/or other parts of the building; and (d) any and all costs of maintaining and operating the same must be paid entirely by the Lessee. Upon the expiration or earlier termination of this Lease as identified herein, Lessee shall cause the removal of the antenna(s) and the restoration of any damage to the improvements and Premises caused by the installation and/or removal thereof. Lessee shall be responsible for all costs for the repair and maintenance of said installation of the antenna.

R. Severability. Each provision, paragraph, section, sentence, clause, phrase, and word of this lease is intended to be severable. If any provision, paragraph, section, sentence, clause, phrase, and/or word hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this lease.

S. Voluntary and Knowing Action. The parties, by executing this lease, state that they have carefully reviewed this Lease and understand fully the contents hereof; that in executing this Lease they voluntarily accept all terms described in this Lease without duress coercion, undue influence, or otherwise, and that they intend to be legally bound thereby.

T. Authorized Signatories. The parties each represent and warrant to the other that (1) the persons signing this Lease are authorized signatories for the entities represented, and (2) no further approvals, actions or ratifications are needed for the full enforceability of this Lease against it; each party indemnifies and holds the other harmless against any breach of the foregoing representation and warranty.

U. No Partnership, Joint Venture, or Fiduciary Relationship. Nothing contained in this

Lease shall be interpreted as creating a partnership, joint venture, or relationship of principal and agent between the Authority and Lessee, it being understood that the sole relationship created hereby is one of landlord and tenant.

V. Records—Availability and Retention. Lessee agrees that the Authority, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of the Lessee and involve transactions relating to this Lease. The Lessee agrees to maintain these records for a period of six (6) years from the date of termination of this Lease.

W. Waiver and Assumption of the Risk. Authority hereby disclaims, and Lessee hereby releases Authority from, any and all liability, whether in contract or tort (including strict liability and negligence), for any loss, damage or injury of any nature whatsoever sustained by Lessee, its employees, representatives, agents, and/or invitees arising under or connected to the grant of or the exercise of the rights and conditions of this Agreement, including but not limited to, loss, damage or injury to any, equipment, trade fixtures, tools, parts, aircraft or other property of Lessee or third parties that may be located or stored in the Premises, unless such loss, damage or injury is caused solely by the negligence or intentional act of Authority or its employees, representatives, and/or agents. THE PARTIES HEREBY AGREE THAT UNDER NO CIRCUMSTANCES SHALL AUTHORITY BE LIABLE FOR INDIRECT, CONSEQUENTIAL, SPECIAL, OR EXEMPLARY DAMAGES, WHETHER IN CONTRACT OR TORT (INCLUDING STRICT LIABILITY AND NEGLIGENCE), SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE, LOSS OF USE OR ANTICIPATED PROFITS, THE DIMINUTION OR LOSS OF VALUE OR THE COST ASSOCIATED WITH SUBSTITUTION OR REPLACEMENT OF ANY PROPERTY RELATED TO USE BY LESSEE OF THE LEASED PREMISES. The limitation of liability under section extends to and includes any and all personal property of Lessee or others left in the Premises or around the Premises, nor will Authority accept bailment for or of such articles.

X. Attorney Fees. Lessee shall pay all costs, attorney fees, and expenses incurred by Authority to enforce this agreement.

29. PROPERTY SUBJECT TO TAXATION

All of Lessee's personal property contained in the Premises shall be subject to taxation in accordance with West Virginia law.

EXECUTED IN DUPLICATE ORIGINALS this _____ day of _____, 2022, by the authorized representative of the parties.

Attest

Authority Secretary

Central West Virginia Regional Airport Authority

Name: _____

Its: _____

Date: _____

Attest:

Title: _____

LESSEE: _____

It's: _____

Name: _____

Date: _____

DRAFT

ATTACHMENT C INSURANCE REQUIREMENTS

Insurance Requirements. The kinds and amount of insurance coverage required under a Land Lease and Hangar Development Agreement will depend upon whether the Lessee will engage in Commercial Aeronautical Activity, as that term is defined in the Minimum Standards for Commercial Aeronautical Activities at the West Virginia International Yeager Airport,¹ at the Aeronautical Facility.

If the Lessee engages in Commercial Aeronautical Activity at the Aeronautical Facility, the Land Lease and Hangar Development Agreement will include the Minimum Insurance Requirements contained in Appendix A to the Minimum Standards that are applicable to the Commercial Aeronautical Activity of the Lessee.

If the Lessee does not engage in Commercial Aeronautical Activity at the Aeronautical Facility, the insurance coverages detailed below will be included in the Land Lease and Hangar Development Agreement.

Note that the Authority expressly reserves the right to require, at its sole discretion, additional types or amounts of insurance coverage(s) in the Land Lease and Hangar Development Agreement upon reasonable notice to the Lessee.

- A. A Lessee that does not engage in Commercial Aeronautical Activity must obtain the following insurance coverages by the date of the Land Lease and Hangar Development Agreement, which insurance must be kept in effect while such Agreement is in effect:
1. Aircraft General Liability Insurance (includes coverage for both personal injury/death and property damages) - not less than one (1) million dollars (\$1,000,000) per occurrence, with a sublimit of not less than \$100,000 per passenger.
 2. Aircraft Hull and Liability Insurance - Actual value of aircraft.
 3. Automobile Insurance - not less than \$200,000 per person/\$400,000 per accident in liability coverage.
 4. Workers' Compensation (if Lessee is an employer) - West Virginia statutory requirements.
 5. Employers' Liability, including coverage for "deliberate intent" claims under W. Va. Code W. Va. Code §23-4-2) (if Lessee is an employer) - not less than one million dollars (\$1,000,000).
 6. Excess or Umbrella coverage - not less than three (3) million (\$3,000,000) general aggregate in excess of Aircraft General Liability Insurance, Automobile, and

¹ Under the Minimum Standards, "Commercial Aeronautical Activity" means the sale, exchange, trading, buying, merchandising, hiring, marketing, promotion, or selling of commodities, goods, services or property, or any revenue-producing activity made available to the public in connection with Aeronautical Activities (as defined in the Minimum Standards).

Employers' Liability coverages.

- B. Each of these insurance coverages must be obtained from an insurer that is authorized to do business in the State of West Virginia and approved by the Authority.
- C. The Authority shall be named as an Additional Insured under the Aircraft General Liability Insurance and the Employers' Liability coverage (if applicable). Concurrent with the execution of this Agreement, Lessee shall provide Certificates of Insurance evidencing the coverages required under this Agreement, and failure to provide adequate Certificates of Insurance are grounds for the Lessor to terminate a Land Lease and Hangar Development Agreement for default. The form of the certificates shall contain an unconditional requirement that the insurer notify the Lessor not less than thirty (30) calendar days prior to any cancellation, non-renewal, or modification of the policy or coverages evidenced by the certificates and shall further provide that failure to give such notice to Lessor will render any such change or changes in such policy or coverages ineffective as against the Lessor.
- D. Lessee's insurance carrier or carriers shall agree to waive any right to subrogation against Lessor, which must be noted on Lessee's Certificates of Insurance provided to Lessor.
- E. Lessor reserves the right to require Lessee to increase the coverages set forth above and to provide evidence of such increased insurance coverage to the extent that the liability limits, at Lessor's sole discretion, should be increased. Lessor agrees to provide Lessee not less than ninety (90) days to obtain insurance upon notice of the increased required coverage(s).
- F. Lessor does not represent or guarantee that these types or limits of coverage are adequate to protect Lessee's interests and liabilities. It shall be the obligation and responsibility of Lessee to insure, as it deems prudent, its own personal property, aircraft, and equipment against damage from fire, explosion, tornado, civil disorder, vandalism, or any cause whatsoever. Lessor by this Agreement assumes no liability for such damages.