



City of Manassas, Virginia
Manassas Regional Airport Commission Meeting

AGENDA

Manassas Regional Airport Commission Meeting
10600 Harry Parrish Boulevard
Manassas, VA 20110
Airport Office Conference Room - Terminal
Thursday, November 18, 2021

Call to Order and Roll Call - 7:00 p.m.

1. Approval of Minutes

Consideration of approval of minutes of the regular Airport Commission meeting held on October 21, 2021.

1.1 **Consideration of approval of minutes of the regular Airport Commission meeting held on October 21, 2021.**

[October 2021 Commission Minutes.pdf](#)

2. Review of Expenses

2.1 **Review of expenses**

[Bill Sheets FY 2022.pdf](#)

3. Comments from the Public

The "Comments from the Public" agenda item is for members of the public to address the Airport Commission for less than three (3) minutes each. Please state your full name, your city/county and state of domicile, and your interest in, and/or affiliation with, the Airport prior to speaking. No prior notice is necessary to speak during this portion of the agenda. Members of the public may also address the Airport Commission for longer than three (3) minutes if they ask the Airport Director for a place on the agenda at least five (5) working days before the meeting or if a member of the public is specifically requested by a Commission Member to address the Commission.

4. Airport Director's Report

- 4.1 Airport Directors Report**
[Airport Director's Report.pdf](#)
- 4.2 Tie-down and Hangar Occupancy Reports, and Citizen's Monthly Noise Concerns.**
[October 2021 Hangar Occupancy.pdf](#)
[October 2021 Noise.pdf](#)
[October 2021 Tie-Down Occupancy.pdf](#)
- 4.3 Aging, Revenue, and Expenditure Reports.**
[Revenue Report.pdf](#)
[Expense Report.pdf](#)
[October Aging Report.pdf](#)

5. Presentations

- 5.1 Overview of the Airport's Proposed Operating Revenues for FY2023 Operating Budget (15 minutes, Staff: Juan Rivera)**
[Agenda Statement-Overview of Airport Proposed Operating Revenues for FY23.pdf](#)
[FY2023 Projected Revenues JER Draft.xlsx](#)
[FY 2023 Commission Presentation-Projected Revenues JER Final.pptx](#)
- 5.2 Quarterly Aircraft Operations and Fuel Sales Report (10 minutes, Staff: Jolene Berry)**
[Agenda Statement-Quarterly Aircraft Ops and Fuel Statistics.pdf](#)
[FuelOperations - Fiscal - November 2021 Update.pdf](#)
- 5.3 Airport Maintenance Quarterly Report (10 minutes, Staff: Doug McCauley)**
[Agenda Statement-Quarterly Airport Maintenance Division Update.pdf](#)
[Maintenance - November Powerpoint.pptx](#)

6. Consent Agenda

All items listed under the consent agenda are considered to be routine and will be enacted by one motion. If separate discussion is desired, that item will be removed from the consent agenda and considered separately.

7. Committee Reports (If Available)

- 7.1 Airport Bylaws Committee (5 minutes, Committee Chair, Mr. Seraydarian)**
- 7.2 Airport Operations Committee (5 minutes, Committee Chair, Mr. Snider)**

8. Old Business

- 8.1 Discuss the Draft Strategic Plan's Mission and Priorities (15 minutes, Staff: Juan Rivera)**
[Agenda Statement-Strategic Plan Mission and Priorities.pdf](#)

9. New Business

- 9.1 Approve multiple Consent and Estoppel Agreements between the City and Manassas FBO for the assignment of several Franchises to RW Pegasus Holding, LLC and Recommend that the City Council approve the Agreements (5 minutes, Staff: Juan Rivera)**
[Agenda Statement-Consent and Estoppel Agreement Ridgewood Infrastructure.pdf](#)
[Consent and Estoppel -- Manassas Hangar I.pdf](#)
[Consent and Estoppel HEF Parcel 4.pdf](#)
[Consent and Estoppel HEF Parcel 5, Lot 1.pdf](#)
[Consent and Estoppel.pdf](#)
[Consent and Estoppel HEF Parcels E-3-H and E-3-I.pdf](#)
- 9.2 Consideration of Renewal of the Land Lease for the Virginia Railway Express (Staff: Jolene Berry)**
[Agenda Statement - Lease Renewal for VRE.pdf](#)
[VRE Lease 2021.pdf](#)
- 9.3 Consideration of renewing Aviation Adventures terminal leases for Suite 105, 109, and 110 at 10600 Harry J Parrish Blvd in the City of Manassas, VA (Staff: Jolene Berry)**

[Agenda Statement - Lease Renewal for Aviation Adventures.pdf](#)
[Aviation Adventures Small Office 2021.pdf](#)
[Aviation Adventures Lease Renewal 2021.pdf](#)

10. Information Items

- 10.1 Update Airport Commission Calendar for 2022.**
[2022 Airport Commission Calendar.xls](#)

11. City Council's Airport Representative Time

The City Council member assigned to the Airport Commission may make comments or raise questions to the Commission regarding issues that may impact the Airport.

12. Commission Comments

Commission Members may make comments, raise questions, or discuss matters of interest to the Commission.

Adjournment

MANASSAS REGIONAL AIRPORT COMMISSION

REGULAR MEETING

MINUTES

October 21, 2021

The Manassas Regional Airport Commission held its regular meeting in the Airport Conference Room on the above date, attended by Chairman Tom Lemmon, Richard Seraydarian, James L. Uzzle, Larry Pigeon, Ross Snare, John Snider, Howard Goodie, Juan Cabrera, Theresa Coates Ellis, Anthony McGhee, and Vanslyn Augustus.

Airport Personnel in Attendance: Juan E. Rivera (Airport Director), Richard Allabaugh (Airport Operations), and Paige Kroner (Secretary).

Chairman Lemmon called the meeting to order at 7:00 p.m.

ITEM 1. **Member Goodie MOVED to approve the minutes of the regular Airport Commission meeting held on September 16, 2021. SECONDED by Member Snare and CARRIED UNANIMOUSLY.**

ITEM 2. Review of expenses.

COMMENTS FROM THE PUBLIC

ITEM 3. The “Comments from the Public” agenda item is for members of the public to address the Airport Commission for less than three (3) minutes each. Please state your full name, your city/county and state of domicile, and your interest in, and/or affiliation with, the Airport prior to speaking. No prior notice is necessary to speak during this portion of the agenda. Members of the public may also address the Airport Commission for longer than three minutes if they ask the Airport Director for a place on the agenda at least five (5) working days before the meeting or if a member of the public is specifically requested by a Commission Member to address the Commission.

AIRPORT DIRECTOR’S REPORT

ITEM 4. Airport Director’s Report by Juan Rivera
Review of the Commission of Revenue report of funds from airport businesses that go into the general fund.
Rising Phoenix update – Owners have passed away and business is non-operational. Once the executor is established and the hangar is cleared out we will rent the hangar to the next on our waiting list.
Reminder that the Retreat is Saturday October 23rd.
November 4th is a work session and December will present findings
Review of the written report. Mr. Rivera pointed out the new section “City Council Actions in Regards to the Airport”
Runway 16R/34L Rehabilitation is 99% done. Finishing up the punch list items.

PRESENTATIONS

ITEM 5. 5.1 Update on I-66 Outside of the Beltway Project (15 minutes, Mr. Chris Doherty)

5.2 Overview of the Airport’s Capital Improvement Plan (CIP) Budget (20 minutes, Staff: Juan Rivera)

5.3 Update of Airport's Social Media and Marketing Efforts (10 minutes, Staff: Paige Kroner)

CONSENT AGENDA

All items listed under the consent agenda are considered to be routine and will be enacted by one motion. If separate discussion is desired, that item will be removed from the consent agenda and considered separately.

ITEM 6. (Reserved for addition of any Consent Agenda item)

COMMITTEE REPORTS IF AVAILABLE

ITEM 7. 7.1 Airport Bylaws Committee (5 minutes, Committee Chair, Mr. Seraydarian)
Mr. Snider reported that the draft is with the city attorney

7.2 Airport Operations Committee (5 minutes, Committee Chair, Mr. Snider)
Mr. Snider said the draft provisions of the ops committee currently says that non-commission members are not allowed to serve on the committee. There was discussion to change the language to allow non-commission members to be appointed to the ops committee with the approval of the chairman and the commission.
The Ops committee is also reviewing the airport security requirements and will provide an assessment next meeting.

OLD BUSINESS

ITEM 8. (Reserved for addition of any Old Business Item)

NEW BUSINESS

ITEM 9. 9.1 Consideration and approval of the Airport's Budget Calendar (5 minutes, Staff: Juan Rivera)
Member Snider MOVED to approve the motion. SECONDED by Member Seraydarian. Chairman Lemmon asked for a roll call vote.

- Charles T. Lemmon, Jr., Chairman - YES
- Lawrence Pigeon -YES
- Howard W. Goodie -YES
- Richard H. Seraydarian - YES
- James L. Uzzle -YES
- Juan E. Cabrera - YES
- Ross Snare – absent
- John Snider - YES
- Vanslyn Augustus - YES
- Anthony McGhee - YES

The motion CARRIED UNANIMOUSLY.

9.2 Approve a Consent and Estoppel Agreement between the City and SJCO – Aurora Manassas, VA LLC and Recommend that the City Council approve the Agreement (5 minutes, Staff: Juan Rivera)

Member Goodie MOVED to approve the motion. SECONDED by Member Seraydarian. Chairman Lemmon asked for a roll call vote.

- Charles T. Lemmon, Jr., Chairman - YES
- Lawrence Pigeon -YES

- Howard W. Goodie -YES
- Richard H. Seraydarian - YES
- James L. Uzzle -YES
- Juan E. Cabrera - YES
- Ross Snare – absent
- John Snider - YES
- Vanslyn Augustus - YES
- Anthony McGhee - YES

The motion CARRIED UNANIMOUSLY.

9.3 Approve an update to the Airport Minimum Standards' Insurance Matrix that would require \$1 million in Environmental Insurance for airport businesses with Hangar Foam Suppression Systems. (5 minutes, Staff: Juan Rivera)

Member Cabrera MOVED to approve the motion. SECONDED by Member Seraydarian with correction of typos. Chairman Lemmon asked for a roll call vote.

- Charles T. Lemmon, Jr., Chairman - YES
- Lawrence Pigeon -YES
- Howard W. Goodie -YES
- Richard H. Seraydarian - YES
- James L. Uzzle -YES
- Juan E. Cabrera - YES
- Ross Snare – absent
- John Snider - YES
- Vanslyn Augustus - YES
- Anthony McGhee - YES

The motion CARRIED UNANIMOUSLY.

INFORMATION ITEMS

ITEM 10. (Reserved for addition of any Information item)

AUTHORIZED CLOSED MEETING

ITEM 11. (Reserved for meetings that are authorized to be closed to the public)

CITY COUNCIL'S AIRPORT REPRESENTATIVE TIME

ITEM 12. The City Council member assigned to the Airport Commission may make comments or raise questions to the Commission regarding issues that may impact the Airport.

Council member Coates Ellis spoke about the recent appointments committee training that occurred this week that met here at the airport. Discussed marketing and suggested WhatsApp for international communication; Adding Social media stories is also a good way to engage with followers. Discussed our need for an upgraded and separate website from the city's.

COMMISSION TIME

ITEM 13.

Commission Members may make comments, raise questions, or discuss matters of interest to the Commission.

Member Snider reminded everyone about voting.

Chairman Lemmon will be sending the commission members aviation links he finds helpful as we start our Master planning conversations.

Member Uzzle MOVED that the meeting adjourn. SECONDED by Member Seraydarian and carried UNANIMOUSLY.

The meeting adjourned at 9:25 P.M.

Secretary

Chairman

REVIEW OF EXPENSES

MONTHLY EXPENSES			
Vendor	Description	Past 30 days	FY22 Gross Amount
ADT SECURITY	Security Monitoring		\$ 63.00
AM ASSOC OF AIRPORT EXEC AAEE	Annual Membership		\$ 275.00
AMERICAN DISPOSAL COMMERCIAL SVCS, INC	AMERICAN DISPOSAL SERVICES		\$ 922.96
ATLANTIC SWEEPING SERVICES INC	Sweeping Services		\$ 950.00
BRANSCOME PAVING	Access Road Paving/Tower Lot Sealcoat		\$ 105,415.22
CINTAS CORP.	Medical Supplies		\$ 62.04
CINTAS CORP.	Terminal Mats and Uniforms		\$ 1,764.07
COMCAST	Cable Service		\$ 473.27
EAGLE PROTECTION SERVICES INC	SECURITY SERVICES		\$ -
FINLAY FIRE	ARFF Truck Service		\$ 2,519.27
G4S TECHNOLOGY HOLDINGS USA INC	Card reader near Gate WV-03.		\$ 131.97
GENUINE PARTS COMPANY	Transmission fluid for the airport fire truck		\$ 2,960.00
JOINER LAB LLC	outfall sampling diesel & gasoline		\$ 3,848.21
M C W SOLUTIONS LLC	camera repair/replacement		\$ -
MOOR GREEN ESTATES HOMEOWNERS	MOA Fees		\$ -
MULLENS MARKINGS	Access Road/Tower Lot Striping		\$ 5,758.50
NATIONAL BUSINESS AVIATION ASSOCIATION	NBAA Membership Dues		\$ 395.00
NATIONAL ELEVATOR INSPEC SVX INC	Tower Elevator Inspection		\$ 242.00
OLDE TOWNE LANDSCAPING	Mowing Services		\$ -
ORACLE ELEVATOR	Service Call/Inspections		\$ 450.00
ORKIN EXTERMINATING CO INC	Orkin services		\$ 606.72
SONNY INC.	Security Services		\$ 6,545.00
TREAS OF VIRGINIA	Public Officials Liability Plan		\$ 2,000.00
TRUGREEN CHEMLAWN	lawn service		\$ 769.82
U S PLANTS INC	PLANTS		\$ 627.84
USI INSURANCE SERVICES LLC	Storage Tank Liability Insurance		\$ 12,531.42
VA BUSINESS SYSTEMS	KONICA COPIER LEASE		\$ 986.62
VERIZON	703-060-1303		\$ 20.50
VIRTOWER	Flight Tracking Service		\$ 1,700.00
VSC FIRE & SECURITY INC	sprinkler inspection		\$ 500.00
WALKERS CRPT CRE/JANTRL SVC	JANITORIAL SERVICES		\$ 6,660.30
WASHINGTON GAS	10529 wakeman dr		\$ -
WASHINGTON GAS	10400 wakeman dr		\$ -
WEISCO INC	Nametags		\$ 180.00
CITY OF MANASSAS UTILITIES			
Vendor	Description	Past 30 days	FY22 Gross Amount
MANASSAS, CITY OF UTILITIES	10531 TERMINAL		\$ 11,588.44
MANASSAS, CITY OF UTILITIES	10600 HARRY J PARRISH		
MANASSAS, CITY OF UTILITIES	10601 OBSERVATION		
MANASSAS, CITY OF UTILITIES	9950 WAKEMAN		
MANASSAS, CITY OF UTILITIES	10481 OBSERVATION		
MANASSAS, CITY OF UTILITIES	10601 WAKEMAN		
MANASSAS, CITY OF UTILITIES	10661 OBSERVATION		
MANASSAS, CITY OF UTILITIES	10661 OBSERVATION		
MANASSAS, CITY OF UTILITIES	10600 OBSERVATION		
MANASSAS, CITY OF UTILITIES	10401 WAKEMAN		
MANASSAS, CITY OF UTILITIES	10557 WAKEMAN		
MANASSAS, CITY OF UTILITIES	10577 WAKEMAN		
MANASSAS, CITY OF UTILITIES	10567 WAKEMAN		
MANASSAS, CITY OF UTILITIES	10601 OBSERVATION		
MANASSAS, CITY OF UTILITIES	10451 WAKEMAN		
MANASSAS, CITY OF UTILITIES	10557 TERMINAL		
MANASSAS, CITY OF UTILITIES	10549 TERMINAL		
MANASSAS, CITY OF UTILITIES	10541 TERMINAL		
MANASSAS, CITY OF UTILITIES	10529 TERMINAL		
MANASSAS, CITY OF UTILITIES	10501 TERMINAL		
MANASSAS, CITY OF UTILITIES	10547 TERMINAL		
MANASSAS, CITY OF UTILITIES	10631 OBSERVATION		
MANASSAS, CITY OF UTILITIES	10600 HARRY J PARRISH		
MANASSAS, CITY OF UTILITIES	10509 WAKEMAN DR		
MANASSAS, CITY OF UTILITIES	10499 OBSERVATION RD		
MANASSAS, CITY OF UTILITIES	10501 OBSERVATION RD		
AIRPORT PROJECTS			
Vendor	Description	Past 30 Days	FY22 Gross Amount
DELTA AIRPORT CONSULTANTS INC	General Engineering		\$ -
DELTA AIRPORT CONSULTANTS INC	Contruct Taxiway G/ Taxilane Y		\$ 16,375.47
REYNOLDS SMITH & HILLS INC	Runway 16R/34L Rehab Design		\$ 1,607.16
CHEMUNG	CONSTRUCTION		\$ -
REYNOLDS SMITH & HILLS INC	LOMR East Corp Expansion		\$ 9,536.63
REYNOLDS SMITH & HILLS INC	Observation Road Relocation and Drainage Improv.		\$ 37,004.77
REYNOLDS SMITH & HILLS INC	TAXIWAY A Rehab Design		\$ 25,918.42
REYNOLDS SMITH & HILLS INC	16R-34L Rehabilitation Construction		\$ 1,002.72
TOWER INVOICES			
Vendor	Description	Past 30 Days	FY22 Gross Amount
MANASSAS, CITY OF UTILITIES	10603 observation		\$ 32.40
MANASSAS, CITY OF UTILITIES	10605 observation		\$ 32.40
Cintas	Tower Mats		\$ 58.32
WALKERS CRPT CRE/JANTRL SVC	JANITORIAL SERVICES		\$ 32.40
WASHINGTON GAS	10603 Observation		\$ 32.40



Airport Director's Office Juan E. Rivera

Memorandum

November 12, 2021

TO: Manassas Regional Airport Commission

FROM: Juan E. Rivera, Airport Director

RE: **AIRPORT DIRECTOR'S REPORT FOR NOVEMBER 2021**

CITY COUNCIL ACTIONS IN REGARDS TO THE AIRPORT

1. The City Council took the following actions at their November 8, 2021 meeting:
 - a. Approved a Consent and Estoppel Agreement between the City of Manassas and SJCO.
 - b. Accepted the Airport's Annual Report given by Chairman Tom Lemmon.

HANGAR OCCUPANCY RATE

West T-Hangars: 57 out of 59 Rented
97% Rented – **No Change.**

East T-Hangars: 97 out of 97 Rented
100% Rented – **No Change**

East and West Hangars – 154 out of 156 – 99% Rented

Waiting List Status

Emails were sent out for the 2 available hangars.

Breakdown

Total on List – 91

East Side – 81

West Side – 59

60x50 – 9

TIE-DOWN OCCUPANCY RATE

West Tie-Down: 38 out of 85 Rented
45% Rented – **1 new tenant.**

East Tie-Down: 82 out of 86 Rented
95% Rented – **No change.**

East and West Tie-Down – 120 out of 171 Rented – 70% Rented

Squatters: NONE

NOISE COMPLAINTS

There were six (6) noise complaints recorded by Airport Operations in the month of October 2021.

- 1 – Aircraft Overflight
- 2 – Aircraft Departure
- 3 – Helicopter Overflight

A noise complaint form is available on the Airport's website for citizens who have noise concerns. The form can be completed and submitted online, or a citizen can call the Noise Hotline 24/7 at (703) 257-2576. Staff is continuing to exercise contacts with operators in an effort to educate on Noise Program. A good percentage of the recent complaints are from operators outside of our based tenants, particularly military.

FAA ATC TOWER LEAK & ROOF REPLACEMENT

The contractor has started the project and is finished with the night work. The grate has been replaced on the catwalk and the seam around the tower has been sealed. It is estimated that the project is 80% complete and should be completed by the end of November.

MASTER PLAN UPDATE

The Airport Staff, FAA, RS&H, and Virginia Department of Aviation held a kick off meeting on November 3, 2021. The project officially kicked off on October 1, 2021. Over the next ninety (90) days, RS&H will be gathering information, forecasting, conducting survey work and documenting existing conditions.

OBSERVATION ROAD RELOCATION AND DRAINAGE IMPROVEMENTS

RS&H has started the Final Design for the cost of \$102,749.00. The 90% plans will be submitted to the City the week of November 15, 2021. The design of the retaining wall will be done by an outside design group, but it should be completed by the end of November. The anticipated design and bidding schedule: 1) Final Bid Documents Completed, March 2021 2) Bid in February 1, 2022 3) Construction June-August, 2022.

TAXIWAY B REHABILITATION

The initial kick-off meeting was held on September 30, 2021. Once Delta Airport Consultants get to the thirty percent (30%) design stage, the staff, FAA and the State will meet to discuss issues before Delta proceeds beyond that point.

RUNWAY 16R/34L REHABILITATION AND LIGHTING UPGRADES

RS&H is finalizing the close out of this project. They need to completed engineer's report, final RFR, and change orders. The project should be closed out by January 2021.

TAXIWAY A DESIGN EFFORT

RS&H has finalized the design and will be sending 10 sets of the drawings to the City for signature. It is anticipated that the project would be bid in March of next year and the grant application would be submitted in May of 2022. Construction would begin in summer of 2022.

TERMINAL BOILER REPLACEMENT

The Airport staff has issued a P.O. for the replacement of the terminal's aging boiler. The boiler has reached its useful life and needs replacement. Depending on the contractor's ability to get a boiler from the manufacturer, the existing boiler will be replaced this year, or it may be in the spring if the weather turns cold before a boiler is made available. The pumps for the boiler were replaced two years ago. This project was approved as part of the current Capital Improvement Plan (CIP).

REPLACE TERMINAL REAR DOOR

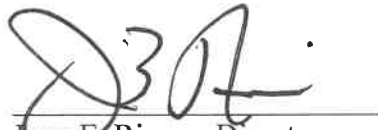
The Airport Staff has issued a P.O. to replace the rear door of the terminal building. The old door has reached its useful life and we are seeing an increased maintenance request to repair it. This project is in the CIP, but it was not scheduled for replacement until the FY 23 budget. This project has been accelerated due to the cost of repairing it. It does not make sense to make extensive repairs at this time, just to have it replaced next year. The new door will be a sliding door like the front door.

AIRPORT TERMINAL BOILER REPLACEMENT

The new terminal boiler was installed on the week of November 1, 2021. Unfortunately, a gas valve in the new boiler is faulty and needs to be replaced. The contractor indicated on Friday, November 12, 2021 that they would try and order the part that day. At this point, there is no way of knowing when the gas valve will arrive and be installed.

UPCOMING EVENTS

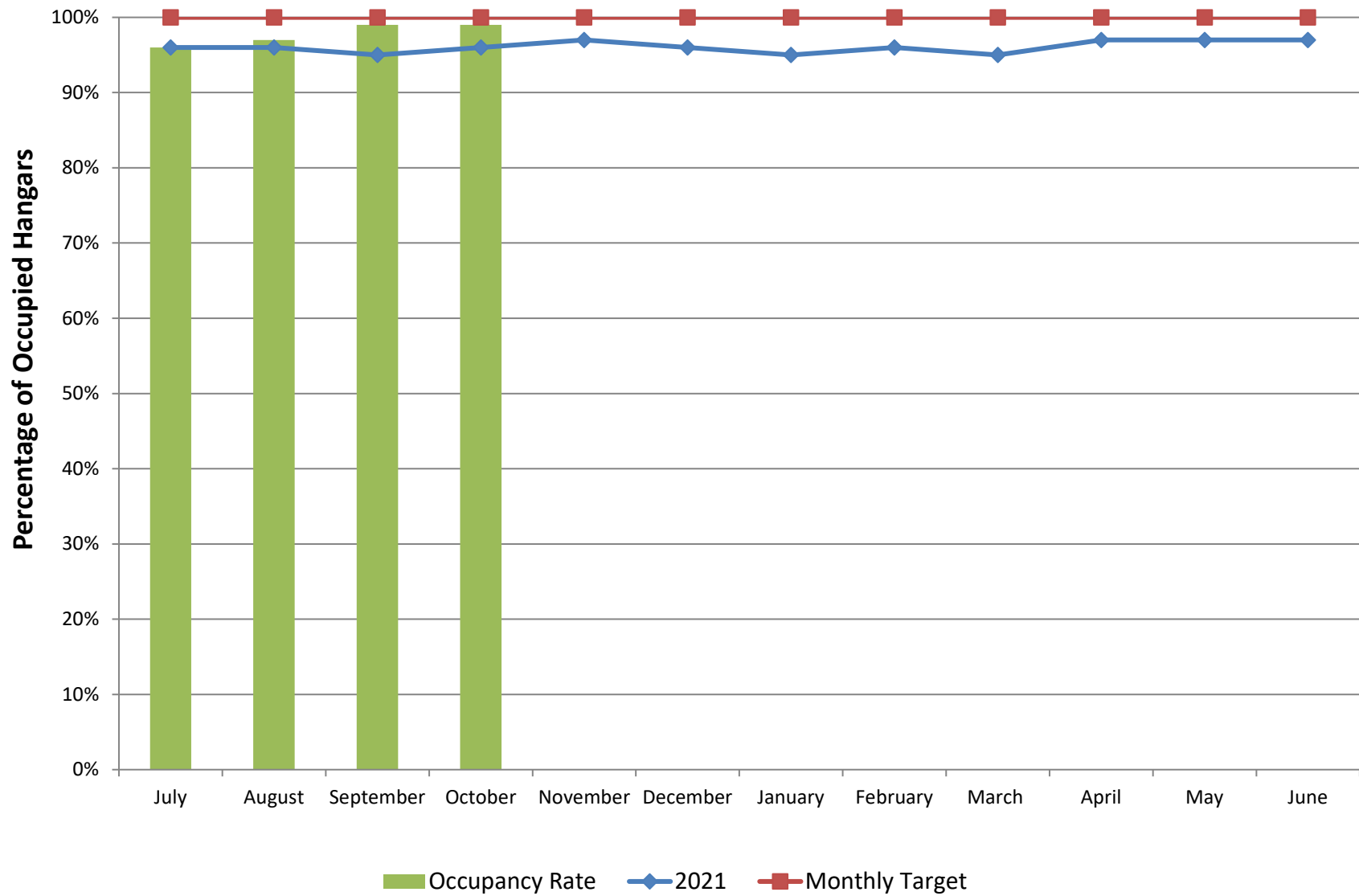
- a. FAAST Meeting: November 17th
- b. ARFF Trainer at Airport: November 2nd thru December 3rd



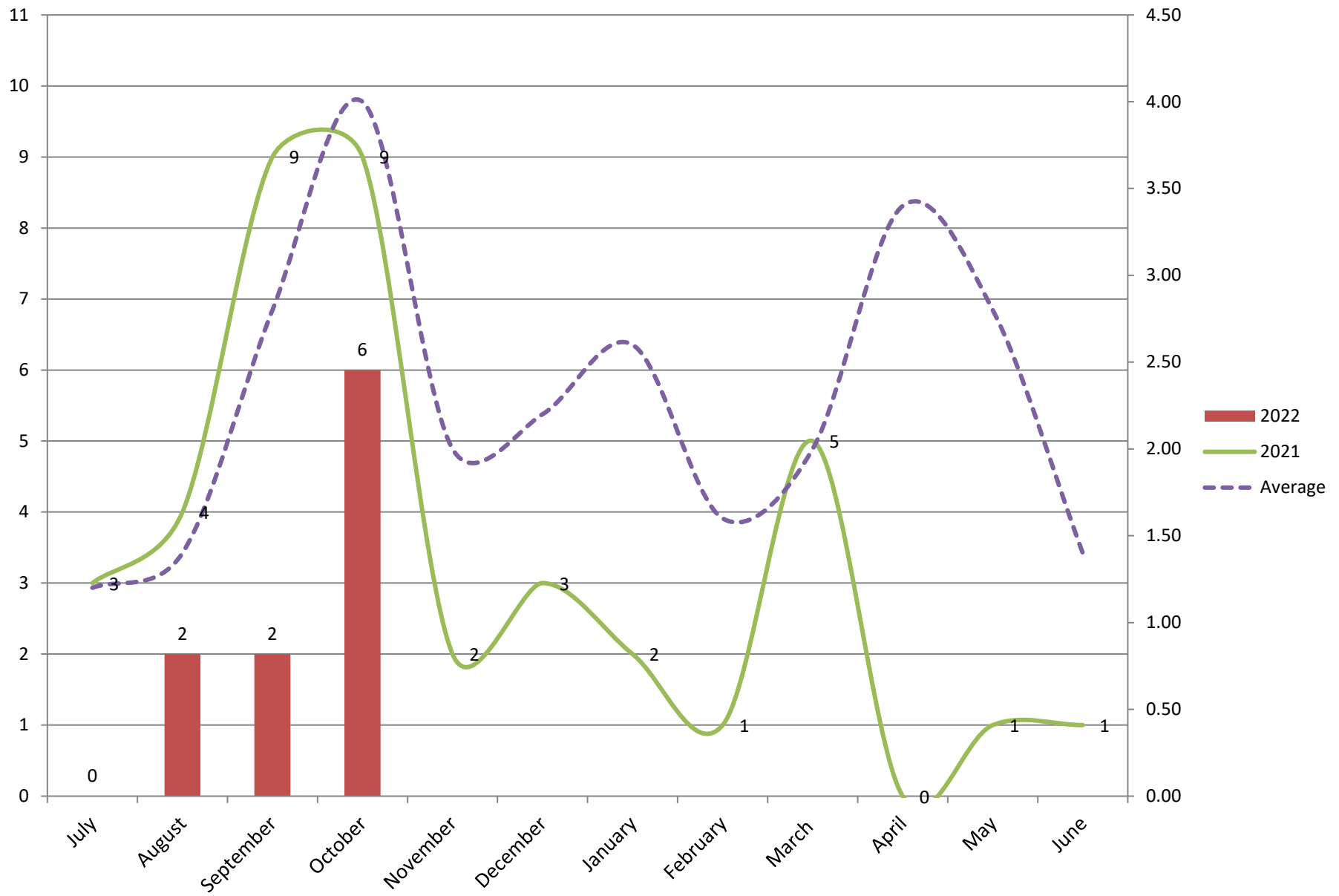
Juan E. Rivera, Director
Manassas Regional Airport

Attachments: Noise Complaints & YTD Tie-Down and Hangar Occupancy Rates

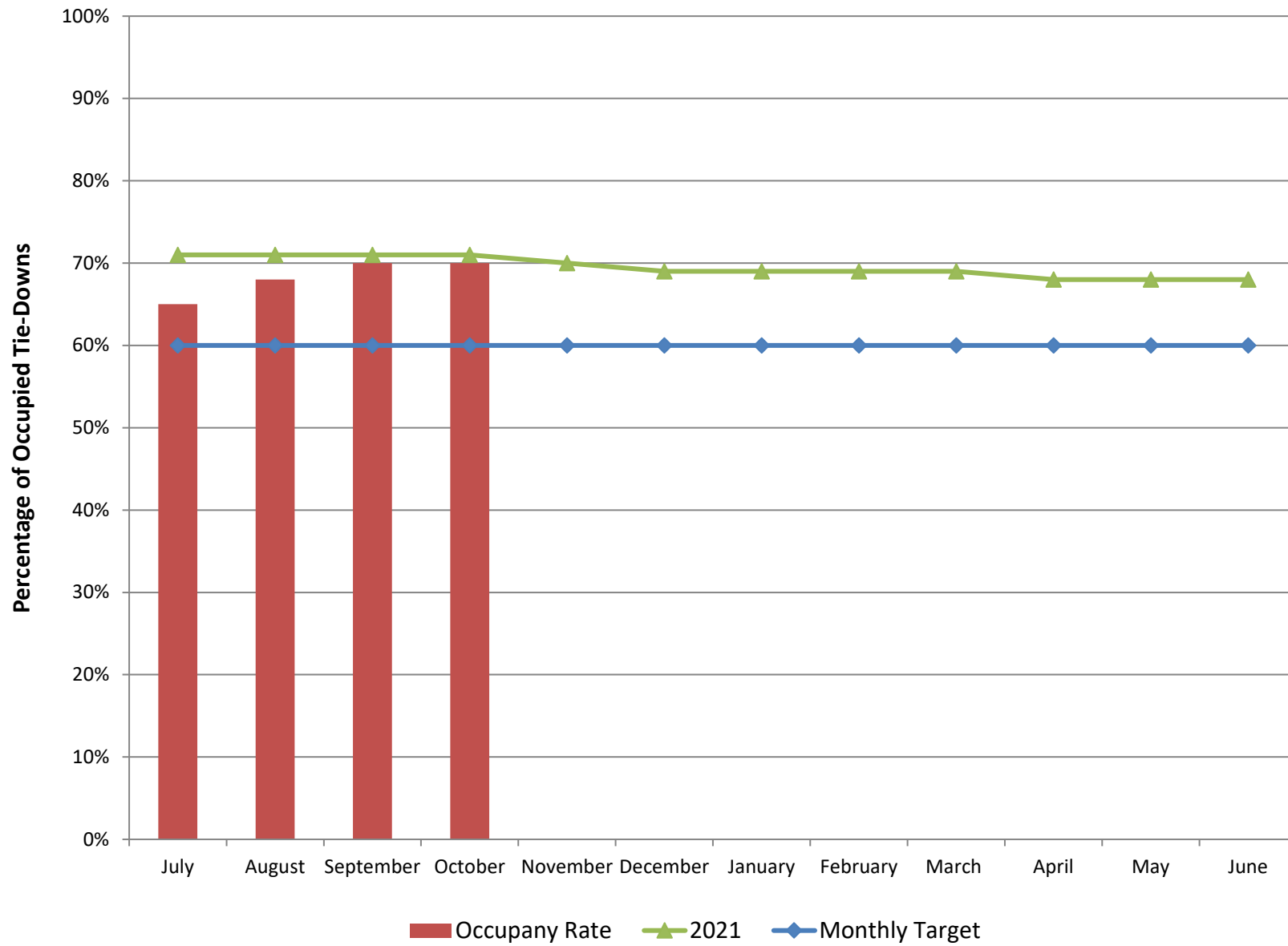
FY2022 Hangar Occupancy Rates



Noise Complaints FY 2021-2022



FY2022 Tie-Down Occupancy Rates



ORG	OBJ	ACCOUNT DESCRIPTION	ORIGINAL APPROP	TRANFRS/ADJSMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
57097400	315200	Leases and Rents	-2,179,340	0	-2,179,340	-709,914.91	0.00	-1,469,425	32.60
57097400	315204	Hangar Rentals	-958,790	0	-958,790	-321,229.09	0.00	-637,561	33.50
57097400		Total 57097400 Use of Money & Prope	-3,138,130	0	-3,138,130	-1,031,144.00	0.00	-2,106,986	32.90
57097600	317510	Airport Tie-Down Fees	-70,000	0	-70,000	-40,124.26	0.00	-29,876	57.30
57097600	317520	Airport Fuel Flowage Fees	-208,390	0	-208,390	-99,720.15	0.00	-108,670	47.90
57097600	317530	Airport Security Surcharge	-52,000	0	-52,000	-24,155.90	0.00	-27,844	46.50
57097600	317535	Airport Car Rental Revenue	-16,000	0	-16,000	-1,004.42	0.00	-14,996	6.30
57097600		Total 57097600 Sales & Connections	-346,390	0	-346,390	-165,004.73	0.00	-181,385	47.60
57097700	318000	Miscellaneous Revenues	-2,500	0	-2,500	-1,375.73	0.00	-1,124	55.00
57097700	318426	Card Replacement Fees	-200	0	-200	-141.02	0.00	-59	70.50
57097700	318650	Airport Commercial Op Permit	-6,600	0	-6,600	-730.00	0.00	-5,870	11.10
57097700	318710	Cash Over/Short-Airport	0	0	0	-2.00	0.00	2	100.00
57097700		Total 57097700 Other Local Rev-Genera	-9,300	0	-9,300	-2,248.75	0.00	-7,051	24.20
57097900	322071	VA State Reimbursements	-35,000	0	-35,000	0.00	0.00	-35,000	0.00
57097900		Total 57097900 State Non-Categorica	-35,000	0	-35,000	0.00	0.00	-35,000	0.00
57098200	332010	FAA Tower Rent from Fed Govt	-15,580	0	-15,580	-5,192.00	0.00	-10,388	33.30
57098200	332011	FAA Tower Reimbursements	-25,700	0	-25,700	0.00	0.00	-25,700	0.00
57098200		Total 57098200 Federal Non-Categori	-41,280	0	-41,280	-5,192.00	0.00	-36,088	12.60
57099100	346400	Contr Surplus-Net Position	-1,400,000	0	-1,400,000	0.00	0.00	-1,400,000	0.00
57099100	346500	Contr Surplus-Encumbrances	0	-35,017	-35,017	0.00	0.00	-35,017	0.00
57099100		Total 57099100 OFS-Contribution fro	-1,400,000	-35,017	-1,435,017	0.00	0.00	-1,435,017	0.00
		Revenue Total	-4,970,100	-35,017	-5,005,117	-1,203,589.48	0.00	-3,801,528	24.00

ORG	OBJ	ACCOUNT DESCRIPTION	ORIGINAL APPROP	TRANFRS/ADJSMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
57003703	411000	Salaries and Wages	607,700	0	607,700	156,735.30	0.00	450,965	25.80
57003703	411020	Board and Elections Stipends	10,000	0	10,000	6,200.00	0.00	3,800	62.00
57003703	412000	S&W-On-Call	23,300	0	23,300	6,383.36	0.00	16,917	27.40
57003703	416000	S&W-Overtime	25,000	0	25,000	4,432.46	0.00	20,568	17.70
57003703	416010	Hours Worked on a Holiday	800	0	800	24.19	0.00	776	3.00
57003703	420000	Employee Benefits	266,500	0	266,500	0.00	0.00	266,500	0.00
57003703	420002	Deferred Compensation	0	0	0	685.70	0.00	-686	100.00
57003703	420004	FICA	0	0	0	13,183.01	0.00	-13,183	100.00
57003703	420006	Virginia Retirement System	0	0	0	18,878.53	0.00	-18,879	100.00
57003703	420008	Group Health	0	0	0	16,870.73	0.00	-16,871	100.00
57003703	420010	Worker's Compensation	0	0	0	1,425.02	0.00	-1,425	100.00
57003703	420012	Group Term Life Insurance	0	0	0	1,821.36	0.00	-1,821	100.00
57003703	420014	Long Term Disability	0	0	0	563.81	0.00	-564	100.00
57003703	420016	Unemployment	0	0	0	42.40	0.00	-42	100.00
57003703	420031	Car Allowance	6,030	0	6,030	1,661.54	0.00	4,368	27.60
57003703	431000	Professional Services	75,000	0	75,000	0.00	4,025.00	70,975	5.40
57003703	431004	Legal Fees	25,000	0	25,000	0.00	0.00	25,000	0.00
57003703	432000	Temporary Help Services	2,500	0	2,500	0.00	0.00	2,500	0.00
57003703	435000	Print Bind Photo Services	1,500	0	1,500	0.00	0.00	1,500	0.00
57003703	436000	Advertising Services	60,000	0	60,000	5,043.29	0.00	54,957	8.40
57003703	439000	Other Purchased Services	18,000	192	18,192	3,265.94	4,691.66	10,234	43.70
57003703	441000	Information Technology Charges	57,830	0	57,830	19,278.00	0.00	38,552	33.30
57003703	441005	Phones and Voicemail Charges	18,170	0	18,170	6,058.00	0.00	12,112	33.30
57003703	441045	IT GIS Mapping Charges	8,020	0	8,020	2,676.00	0.00	5,344	33.40
57003703	441050	IT Purchases Mid-Year	1,000	0	1,000	522.11	0.00	478	52.20
57003703	442000	Motor Vehicle Charges	49,380	0	49,380	16,460.00	0.00	32,920	33.30
57003703	444000	Cost Allocation Charges	182,960	0	182,960	60,992.00	0.00	121,968	33.30
57003703	447000	Radio Charges	1,550	0	1,550	518.00	0.00	1,032	33.40
57003703	451001	Utilities	20,000	1,924	21,924	0.00	1,924.36	20,000	8.80
57003703	451002	City Utility Charges	127,000	0	127,000	24,643.26	0.00	102,357	19.40
57003703	452003	Cell Phone Charges	4,500	0	4,500	1,513.06	0.00	2,987	33.60
57003703	452007	Cable/Satellite TV Service	3,000	0	3,000	593.45	0.00	2,407	19.80
57003703	452008	Telephone Service Charges	500	61	561	25.75	60.50	474	15.40
57003703	453000	Insurance	55,500	0	55,500	10,169.00	0.00	45,331	18.30
57003703	454001	Operating Leases	3,500	1,407	4,907	986.62	1,407.37	2,513	48.80
57003703	455001	Mileage	1,000	0	1,000	264.82	0.00	735	26.50
57003703	455002	Training and Travel	12,500	0	12,500	1,013.27	0.00	11,487	8.10
57003703	455005	Meeting / Business Expense	8,000	0	8,000	454.99	0.00	7,545	5.70
57003703	458000	Dues Memberships & Other Exp	6,500	0	6,500	742.00	0.00	5,758	11.40
57003703	458099	Miscellaneous Expense--Airport	25,000	0	25,000	0.00	0.00	25,000	0.00
57003703	461000	Office Supplies	3,500	0	3,500	383.34	0.00	3,117	11.00
57003703	462000	Other Supplies	5,000	0	5,000	2,354.75	0.00	2,645	47.10
57003703	463000	Books and Subscriptions	500	0	500	0.00	0.00	500	0.00
57003703	464000	Uniforms and Safety Apparel	3,500	0	3,500	1,678.67	0.00	1,821	48.00
57003703	471000	Equipment & Machinery Purch	46,000	0	46,000	12,413.50	12,363.00	21,224	53.90
57003703		Total 57003703 Airport Operations	1,765,740	3,584	1,769,324	400,957.23	24,471.89	1,343,895	24.00
57003710	433000	Maintenance Services	55,000	810	55,810	6,166.98	13,097.65	36,546	34.50
57003710	433001	Refuse Collection Services	6,000	594	6,594	1,384.44	593.72	4,616	30.00
57003710	433003	Janitorial Services	25,000	1,709	26,709	3,964.54	1,709.44	21,035	21.20
57003710	433006	Mowing Services	17,200	0	17,200	0.00	0.00	17,200	0.00
57003710	433008	HVAC	8,000	0	8,000	545.00	0.00	7,455	6.80
57003710	433009	Elevator Services	6,000	0	6,000	0.00	0.00	6,000	0.00
57003710	433010	Snow Removal	25,000	0	25,000	0.00	0.00	25,000	0.00
57003710	433012	Airfield Lighting Maintenance	2,500	0	2,500	0.00	0.00	2,500	0.00
57003710	433014	Elevator Inspections	2,000	0	2,000	0.00	0.00	2,000	0.00
57003710	433015	Vehicle/Apparatus Maintenance	35,000	0	35,000	0.00	0.00	35,000	0.00
57003710	439000	Other Purchased Services	36,000	0	36,000	6,188.21	6,218.44	23,593	34.50
57003710	439004	Paving Services	65,000	0	65,000	0.00	0.00	65,000	0.00
57003710	439008	Hazmat Disposal	17,000	348	17,348	0.00	348.03	17,000	2.00
57003710	439014	Security Services	92,000	20,683	112,683	7,946.01	20,683.06	84,054	25.40
57003710	454004	Miscellaneous Rentals	2,000	0	2,000	0.00	0.00	2,000	0.00
57003710	462000	Other Supplies	26,000	0	26,000	653.26	0.00	25,347	2.50
57003710	462001	Tools	10,000	0	10,000	1,572.74	0.00	8,427	15.70
57003710	462044	Airfield Lighting Supplies	15,000	0	15,000	65.17	0.00	14,935	0.40
57003710	462046	Airport Hanger Supplies	20,000	0	20,000	126.25	0.00	19,874	0.60
57003710	462047	Airfield Supplies	11,000	0	11,000	3,227.07	0.00	7,773	29.30
57003710	462048	Security Supplies	20,000	5,875	25,875	6,504.29	0.00	19,371	25.10
57003710	462052	Terminal Grounds Supplies	5,000	0	5,000	0.00	0.00	5,000	0.00
57003710	462067	Maintenance Supplies	2,500	0	2,500	752.23	0.00	1,748	30.10
57003710	466000	Building and Repair Materials	35,000	0	35,000	741.30	0.00	34,259	2.10
57003710	467000	Fuels/Oils/Lubricants	11,500	0	11,500	3,091.97	0.00	8,408	26.90
57003710	468000	Vehicle/Equipment Parts/Supp	25,000	0	25,000	5,632.94	0.00	19,367	22.50
57003710	471000	Equipment & Machinery Purch	60,000	0	60,000	16,900.00	30,450.00	12,650	78.90
57003710		Total 57003710 Airport Maintenance	634,700	30,020	664,720	65,462.40	73,100.34	526,157	20.80
57003711	433000	Maintenance Services	14,000	0	14,000	0.00	0.00	14,000	0.00
57003711	433008	HVAC	2,500	0	2,500	0.00	0.00	2,500	0.00
57003711	433009	Elevator Services	3,000	0	3,000	600.00	0.00	2,400	20.00
57003711	433014	Elevator Inspections	1,000	0	1,000	242.00	0.00	758	24.20
57003711	462000	Other Supplies	3,000	0	3,000	0.00	0.00	3,000	0.00
57003711		Total 57003711 FAA Tower Nonreimbur	23,500	0	23,500	842.00	0.00	22,658	3.60
57003712	433000	Maintenance Services	14,000	401	14,401	2,819.02	400.66	11,181	22.40
57003712	451002	City Utility Charges	18,500	0	18,500	3,270.01	0.00	15,230	17.70
57003712	451003	Heating Fuel Oil or Gas	1,000	1,013	2,013	0.00	1,013.03	1,000	50.30
57003712		Total 57003712 FAA Tower Reimbursab	33,500	1,414	34,914	6,089.03	1,413.69	27,411	21.50
57003713	416000	S&W-Overtime	3,000	0	3,000	0.00	0.00	3,000	0.00
57003713	433003	Janitorial Services	2,500	0	2,500	0.00	0.00	2,500	0.00
57003713	439000	Other Purchased Services	15,000	0	15,000	0.00	0.00	15,000	0.00
57003713	439014	Security Services	500	0	500	0.00	0.00	500	0.00

57003713	462000	Other Supplies	12,000	0	12,000	0.00	0.00	12,000	0.00
57003713		Total 57003713 Airport-Special Proj	33,000	0	33,000	0.00	0.00	33,000	0.00
57003793	462000	Other Supplies	100,000	0	100,000	0.00	0.00	100,000	0.00
57003793	481001	Principal - Bonds Payable	211,030	0	211,030	536,414.25	0.00	-325,384	254.20
57003793	481021	Interest - Bonds Payable	30,170	0	30,170	16,266.29	0.00	13,904	53.90
57003793	492575	Transfer to Airport Capital	1,682,000	0	1,682,000	1,582,000.00	0.00	100,000	94.10
57003793	496004	Contrib to Net Position	456,460	0	456,460	0.00	0.00	456,460	0.00
57003793		Total 57003793 Airprt Capex-Finance	2,479,660	0	2,479,660	2,134,680.54	0.00	344,979	86.10
		Expense Total	4,970,100	35,017	5,005,117	2,608,031.20	98,985.92	2,298,100	54.10

Customer Id	Customer Name	Bill Year	Bill Number	Bill Due Date	Unpaid Balance	Billed Amount	Adjusted Amount	Paid Amount	61 to 90 Days Past	91 to 120 Days Past	Over 120 Days Past	Interest Due	Total Due Now
36079	RISING PHOENIX AVIATION, INC.	2022	78002	08/31/2021	\$1,681.75	\$1,681.75	\$0.00	\$0.00	\$1,681.75	\$0.00	\$0.00	\$0.00	\$1,681.75
36079	RISING PHOENIX AVIATION, INC.	2022	89102	08/31/2021	\$400.00	\$400.00	\$0.00	\$0.00	\$400.00	\$0.00	\$0.00	\$0.00	\$400.00
36535	THOMPSON, LOREN	2021	80610	05/01/2021	\$10.00	\$335.00	\$0.00	\$325.00	\$0.00	\$0.00	\$10.00	\$0.00	\$10.00
36535	THOMPSON, LOREN	2021	80611	05/31/2021	\$391.81	\$335.00	\$56.81	\$0.00	\$0.00	\$0.00	\$391.81	\$0.00	\$391.81
36610	FREEMAN, WALDO	2022	87402	08/31/2021	\$360.00	\$360.00	\$0.00	\$0.00	\$360.00	\$0.00	\$0.00	\$0.00	\$360.00
38602	DONBUSH, KEN	2021	84210	05/01/2021	\$80.00	\$80.00	\$0.00	\$0.00	\$0.00	\$0.00	\$80.00	\$0.00	\$80.00
38602	DONBUSH, KEN	2021	84211	05/31/2021	\$80.00	\$80.00	\$0.00	\$0.00	\$0.00	\$0.00	\$80.00	\$0.00	\$80.00
38602	DONBUSH, KEN	2021	84212	07/01/2021	\$80.00	\$80.00	\$0.00	\$0.00	\$0.00	\$0.00	\$80.00	\$0.00	\$80.00
38602	DONBUSH, KEN	2022	84201	07/31/2021	\$80.00	\$80.00	\$0.00	\$0.00	\$0.00	\$80.00	\$0.00	\$0.00	\$80.00
38602	DONBUSH, KEN	2022	84202	08/31/2021	\$80.00	\$80.00	\$0.00	\$0.00	\$80.00	\$0.00	\$0.00	\$0.00	\$80.00
74842	ZIMMERMAN, DANIEL	2022	3016702	08/31/2021	\$80.00	\$80.00	\$0.00	\$0.00	\$80.00	\$0.00	\$0.00	\$0.00	\$80.00
78055	INDULGENCE AERO LLC	2022	2486	08/06/2021	\$224.00	\$224.00	\$0.00	\$0.00	\$0.00	\$224.00	\$0.00	\$0.00	\$224.00
78055	INDULGENCE AERO LLC	2022	3017501	08/31/2021	\$80.00	\$80.00	\$0.00	\$0.00	\$80.00	\$0.00	\$0.00	\$0.00	\$80.00
78057	COLTON, JON	2022	2488	08/06/2021	\$449.73	\$449.73	\$0.00	\$0.00	\$0.00	\$449.73	\$0.00	\$0.00	\$449.73
305466	MANASSAS FBO LLC	2022	2566	09/02/2021	\$358.67	\$860.00	\$0.00	\$501.33	\$358.67	\$0.00	\$0.00	\$0.00	\$358.67
305466	MANASSAS FBO LLC	2022	2572	09/04/2021	\$14.39	\$4,466.14	\$0.00	\$4,451.75	\$14.39	\$0.00	\$0.00	\$0.00	\$14.39



MANASSAS REGIONAL AIRPORT COMMISSION

MEETING DATE: November 18, 2021

TIME ESTIMATE: 15 Minutes

AGENDA TITLE: Overview of the Airport's Proposed Operating Revenues for FY2023 Operating Budget

RECOMMENDATION: N/A

MOTION: N/A

DATE LAST CONSIDERED BY COMMISSION: N/A – New Business

SUMMARY AND/OR COMMENTS: The Airport Director will brief the Airport Commission on the proposed Revenues for the FY 2023 budget. Many of the revenue sources for the Airport have an annual escalation clause of 2.9%. Some of the revenue sources are escalated by the CPI or PPI and are not annually increased. The Director attempts to be conservative with the amount of revenues that are expected to be collected. Fuel sales are harder to determine and in most cases are adjusted using historic data and by speaking directly to the FBO managers.

FISCAL IMPACT: N/A

STAFF CONTACT: Juan Rivera, (703) 361-1882
jrivera@manassasva.gov

A handwritten signature in black ink, appearing to be 'J. Rivera', written over a horizontal line.

Airport Director

FY 2023 PROJECTED REVENUES

Account Description	2023 Staff Recommend	2022 Adopted Budget	Increase/ Decrease	% of Change
Fairfax Police	0	55,566	-55,566	-100.0%
Manassas FBO LLC	170,472	165,668	4,804	2.9%
Chantilly Holdings LLC	93,006	89,950	3,056	3.4%
Chantilly FBO	264,397	256,946	7,451	2.9%
M. J. Colgan Assco.	76,644	74,739	1,905	2.5%
Aurora, E Parcel E-7 Franchise	107,837	104,514	3,323	3.2%
Aurora Building -	115,530	115,530	0	0.0%
Boeing Parking Lot (New Franchise)	83,241	80,895	2,346	2.9%
KAO, Parcel 7-B	2,961	2,961	0	0.0%
Manassas Condo Hangars Parcel 16A	57,784	57,784	0	0.0%
Aerographics, Parcel E3-D	47,909	47,909	0	0.0%
Terminal Room 109 & 110 (AvAdv)	32,082	31,148	934	3.0%
Airport Property Ptnrs (10660 Aviation Lr	53,825	52,308	1,517	2.9%
AeroSolutions Group Inc.	17,015	16,326	689	4.2%
Manassas Hangar Condo 16B	79,802	77,553	2,249	2.9%
Flightworks Land, Parcel N-1	88,576	86,080	2,496	2.9%
Optical Air Data, Parcel N-2	56,326	54,738	1,587	2.9%
APP (10661 Frnk Mrshl Ln)	48,383	47,019	1,364	2.9%
VRE Parking Lot	8,294	21,752	-13,458	-61.9%
Delta Fox HEF LLC	72,093	70,061	2,032	2.9%
Chantilly Air, Inc., N-4	100,930	98,085	2,844	2.9%
Airport Property Partners (APP)	494,698	491,146	3,552	0.7%
Terminal Room 105 Aviation Adventure	9,548	9,270	278	3.0%
Piston2Jet	14,268	13,866	402	2.9%
Manassas Aviation Maint	66,991	65,040	1,951	3.0%
Hangar Rentals	958,790	958,790	0	0.0%
Airport Tie-Down Fees	95,000	70,000	25,000	35.7%
Airport Fuel Flowage Fees	238,000	208,390	29,610	14.2%
Airport Security Surcharge	55,000	52,000	3,000	5.8%
Airport Car Rental Revenue	15,000	16,000	-1,000	-6.3%
Miscellaneous Revenues	2,500	2,500	0	0.0%
Card Replacement Fees	200	200	0	0.0%
Airport Commercial Op Permit	6,600	6,600	0	0.0%
VA State Reimbursements	35,000	35,000	0	0.0%
FAA Tower Rent from Fed Govt	15,580	15,580	0	0.0%
FAA Tower Reimbursements	25,700	25,700	0	0.0%
Contr Surplus-Net Position	0	0	0	#DIV/0!
	<u>\$ 3,609,981</u>	<u>\$ 3,577,614</u>	<u>\$ 32,366.76</u>	<u>0.9%</u>

FY 2023 Revenue Presentation



NOVEMBER 18TH 2021
AIRPORT COMMISSION MEETING

PRESENTED BY:
JUAN RIVERA, AIRPORT DIRECTOR

FY 2023 Revenue Highlights



- ✈ Projected Increase of 1% in Revenues (\$32,366)
- ✈ Normal Increases in Franchise/Lease Revenues Due to Annual Escalation & PPI/CPI Clauses
- ✈ Fuel Sales Projected to be Better than FY22 (14%)
- ✈ No Staff Recommended Fee Increases

FY 2023 Revenue Highlights

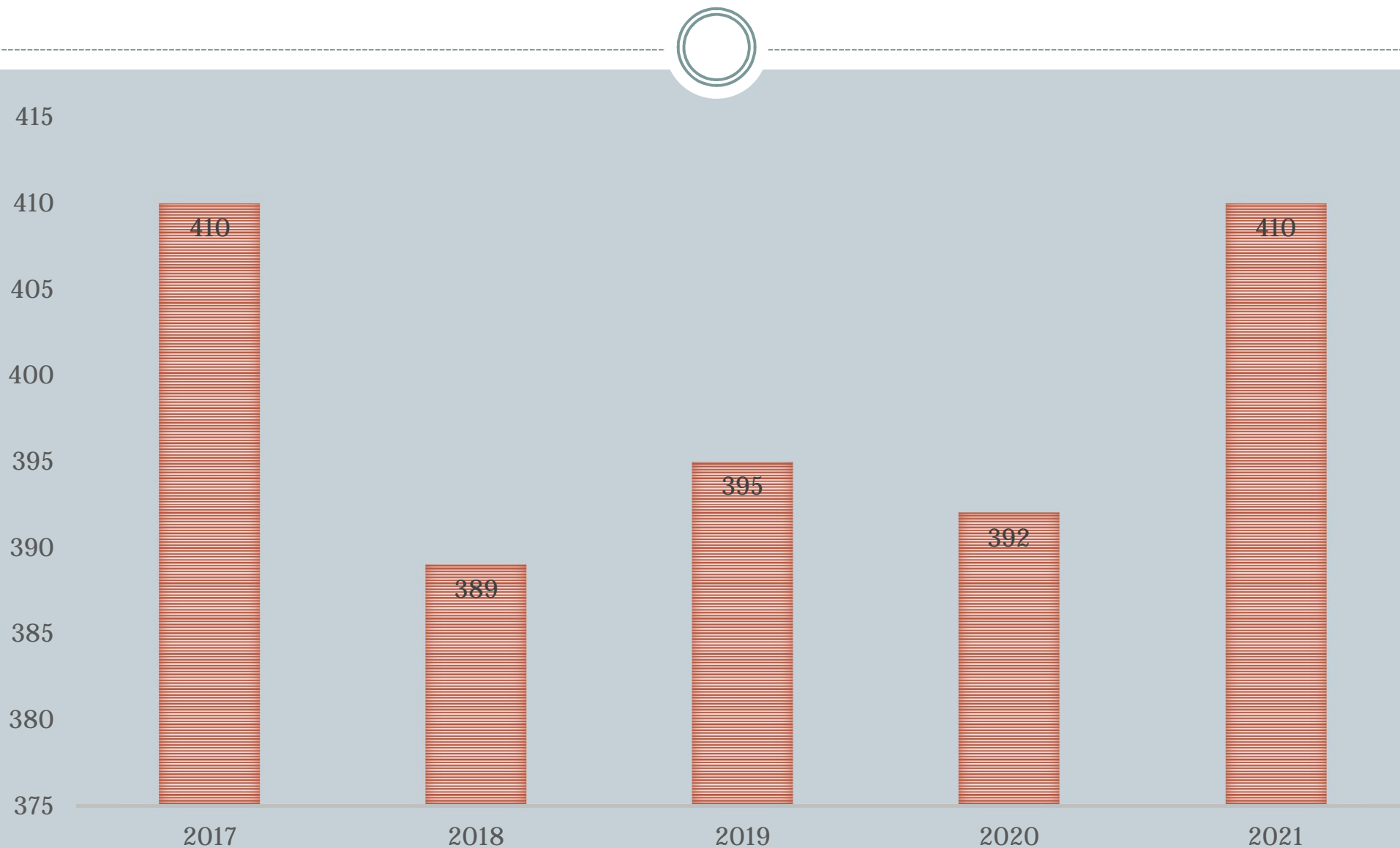


✈️ Loss of Revenue:

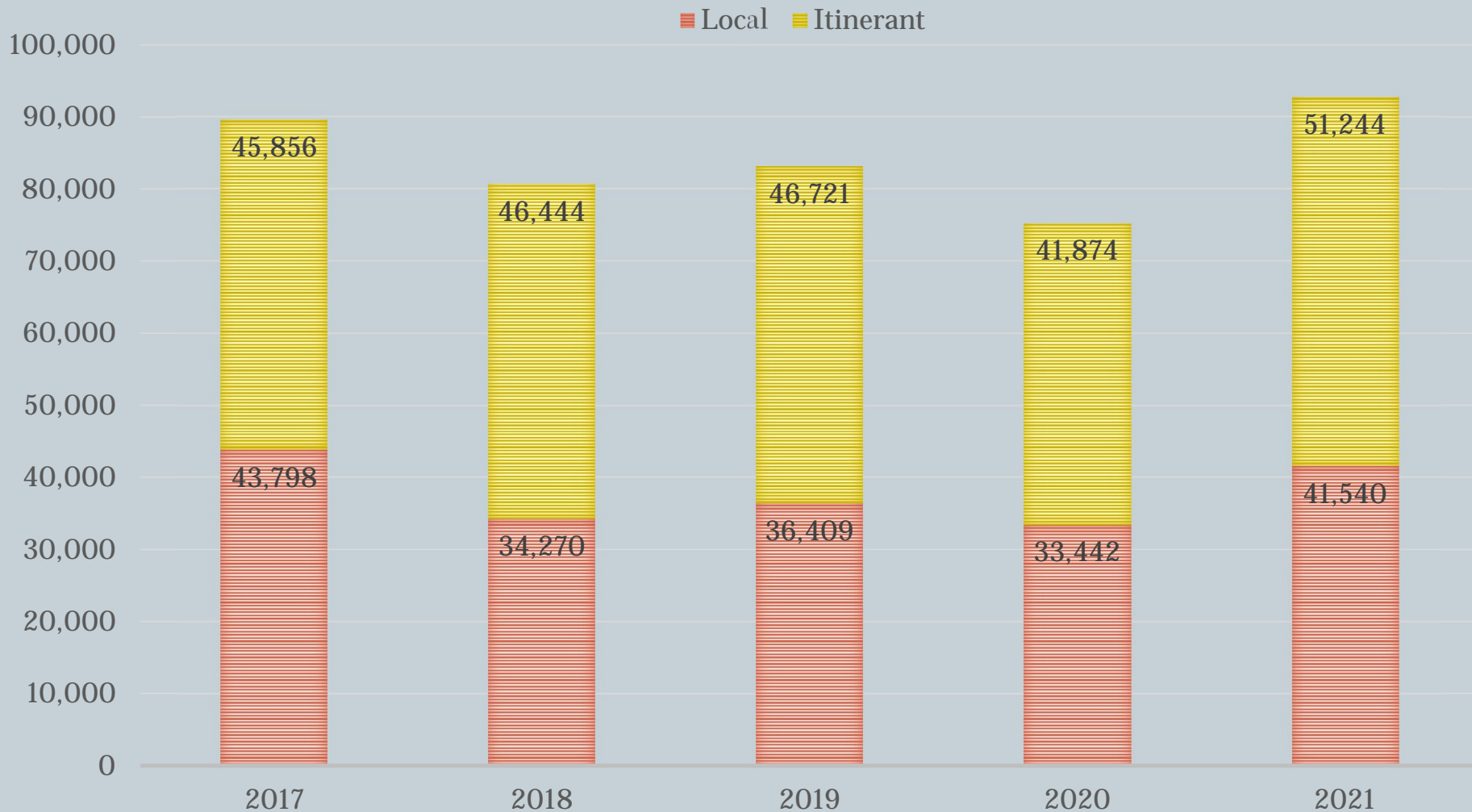
- ✈️ Dulles Aviation Site (\$55K)
- ✈️ VRE (\$21K)

✈️ Rental Car Income Projected to be Lower (6%)

Total Based Aircraft



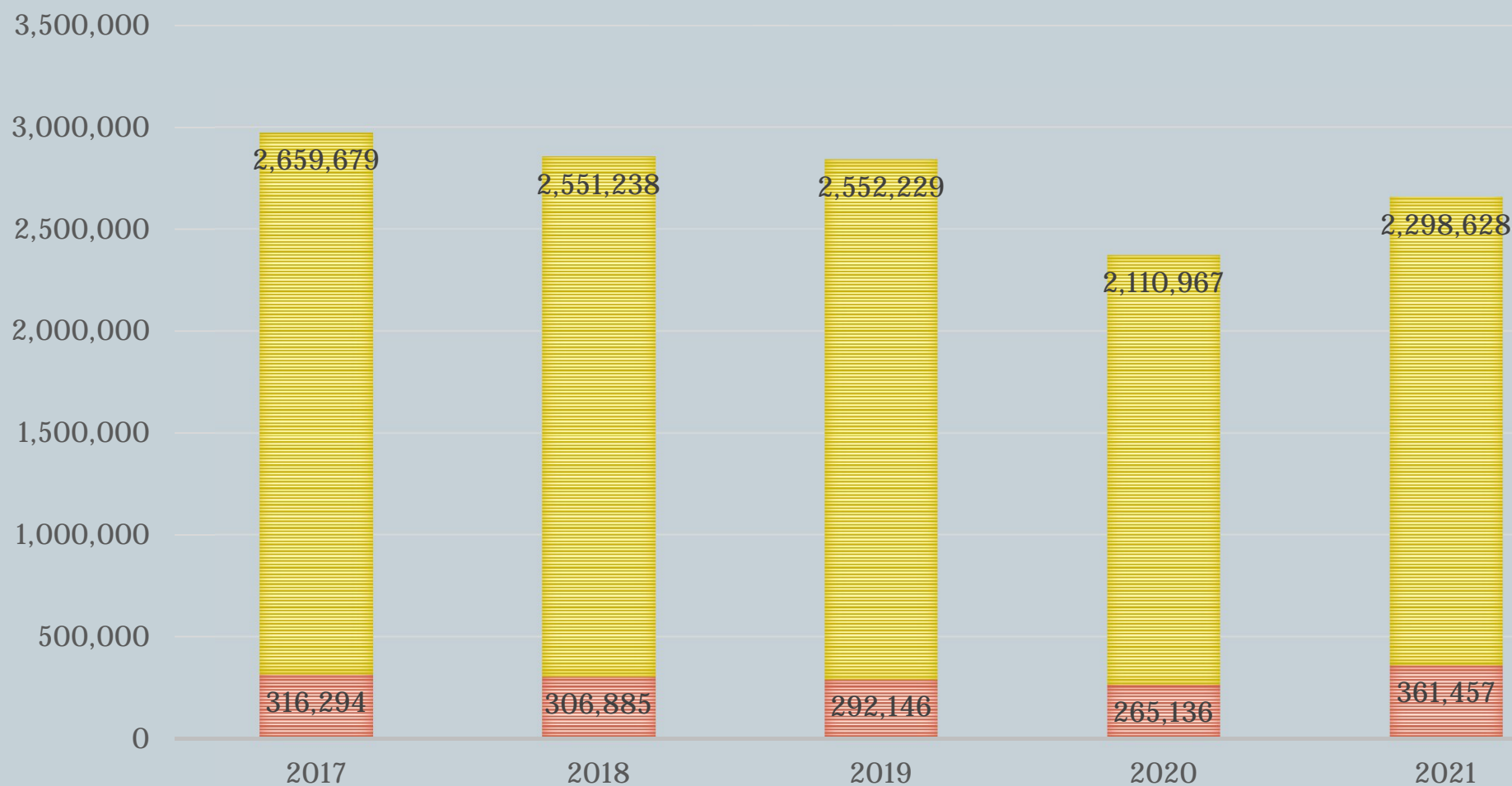
Total Airport Operations (FY)



Total Fuel Sold (FY)



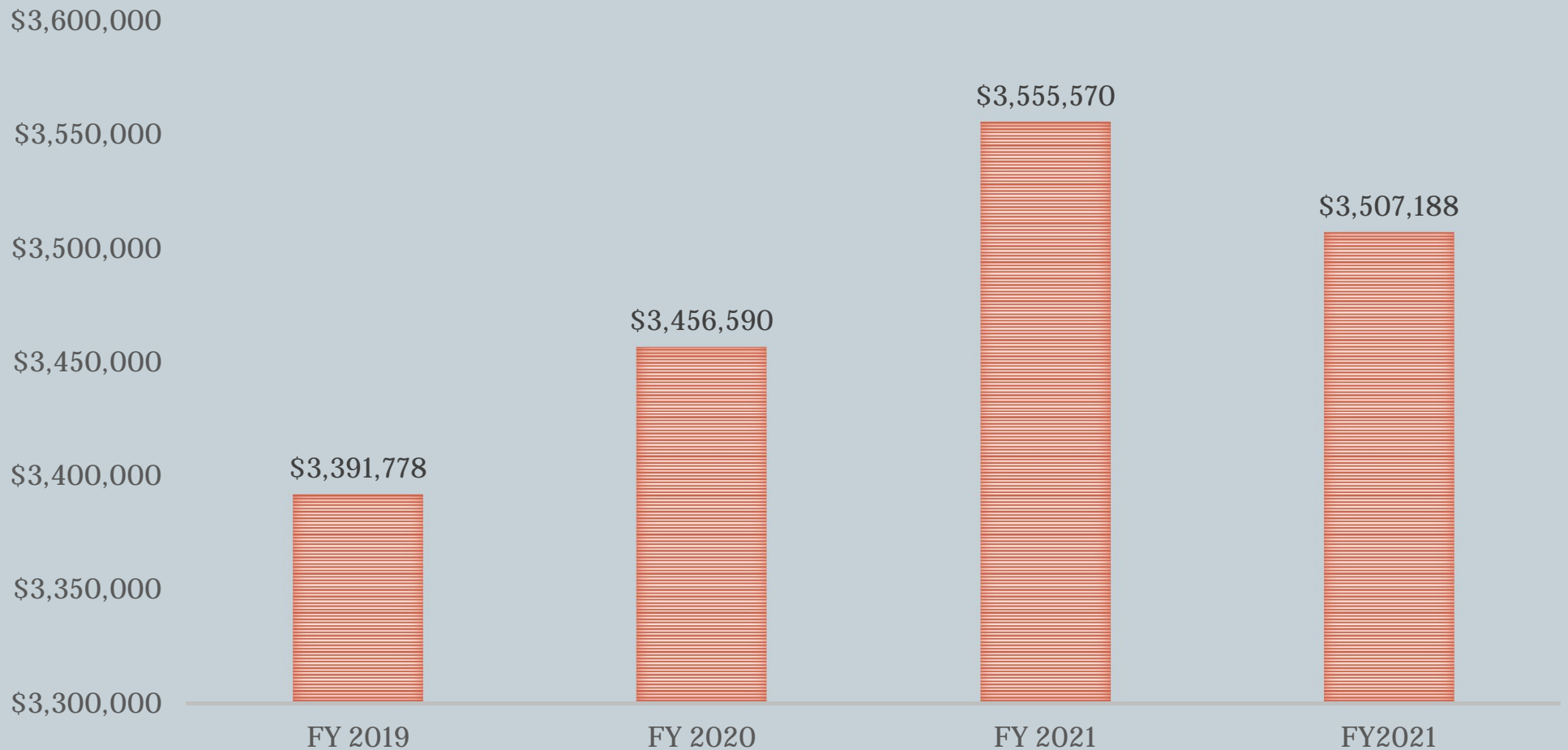
■ AVGAS ■ JETA



Revenue History



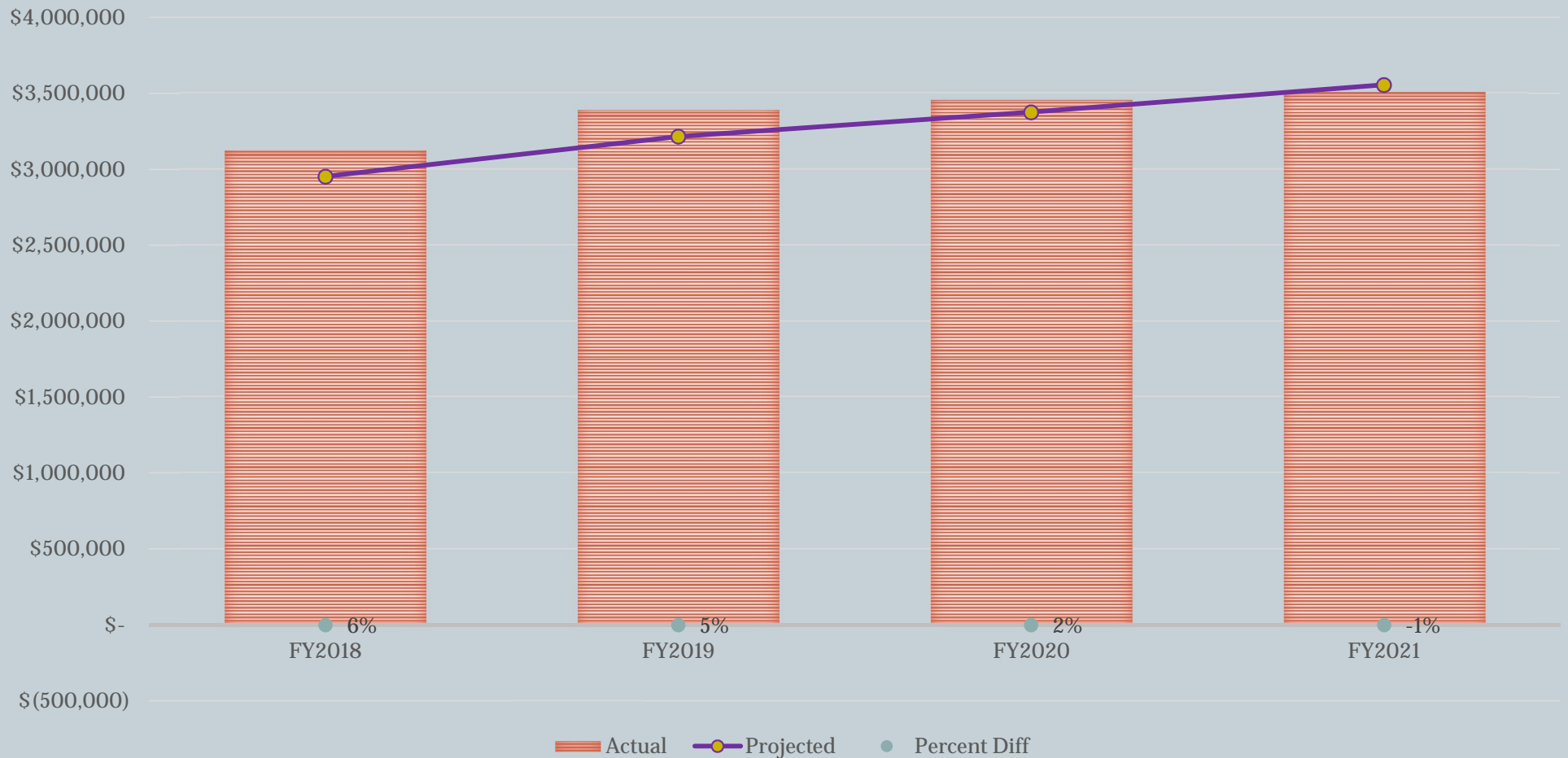
REVENUE HISTORY (ACTUAL)



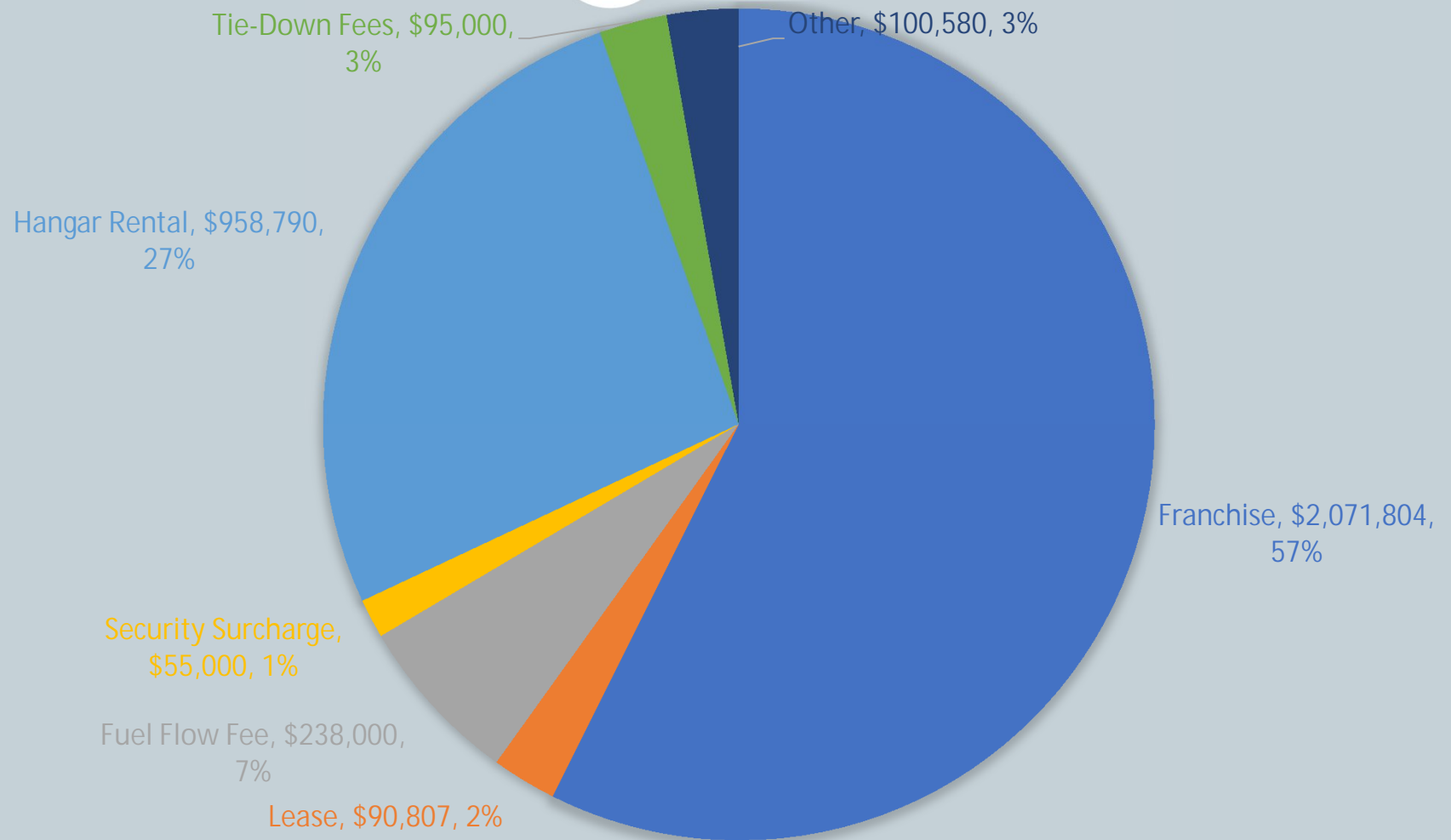
Revenue History



PROJECTED VS. ACTUAL REVENUES



Proposed 2023 Revenue Sources



FY 2023 PROJECTED REVENUES				
<u>Account Description</u>	<u>2023 Staff Recommend</u>	<u>2022 Adopted Budget</u>	<u>Increase/ Decrease</u>	<u>% of Change</u>
Fairfax Police	0	55,566	-55,566	-100.0%
Manassas FBO LLC	170,472	165,668	4,804	2.9%
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FAA Tower Reimbursements	25,700	25,700	0	0.0%
Contr Surplus-Net Position	0	0	0	#DIV/0!
	\$ 3,609,981	\$ 3,577,614	\$ 32,367	0.9%



MANASSAS REGIONAL AIRPORT COMMISSION

MEETING DATE: November 18, 2021

TIME ESTIMATE: 10 Minutes

AGENDA TITLE: Quarterly Update of Statistical information regarding the total Aircraft Operations and total fuel sold

RECOMMENDATION: N/A

MOTION:

DATE LAST CONSIDERED BY COMMISSION: N/A – Information Only

SUMMARY AND/OR COMMENTS: This is a quarterly presentation on the Airport's number of Operations and Fuel Flowage. Information will be presented on PowerPoint slides with an analysis on past numbers and future trends.

FISCAL IMPACT: N/A

STAFF CONTACT: Jolene Berry, 257-8279

A handwritten signature in black ink, appearing to be 'J. Berry', written over a horizontal line.

Airport Director



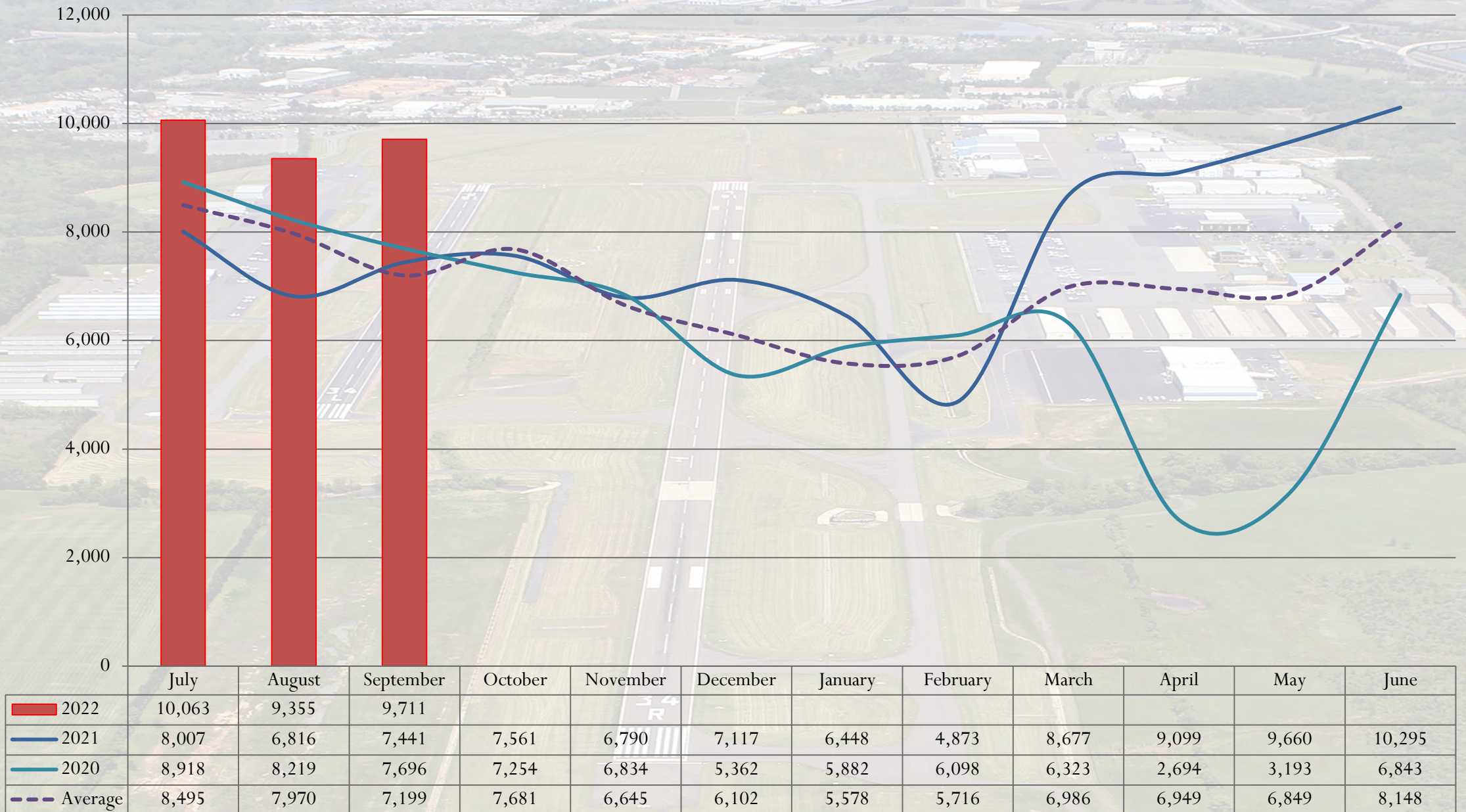
Fuel Flowage and Aircraft Operations November Update

OPERATIONS – TOTALS					
Calendar Year	Operations		Fiscal Year	Operations	
2016	90,163		2017	89,654	
2017	83,911		2018	80,714	
2018	79,930		2019	83,130	
2019	85,701		2020	75,316	
2020	74,765		2021	92,784	
2021	78,181		2022	29,129	
Calendar Year	Local	Itinerant	Fiscal Year	Local	Itinerant
2016	35,182	54,981	2017	43,798	45,856
2017	37,380	46,531	2018	34,270	46,444
2018	33,538	46,392	2019	36,409	46,721
2019	39,264	46,437	2020	33,442	41,874
2020	30,815	43,950	2021	41,540	51,244
2021	38,322	39,859	2022	14,661	14,468

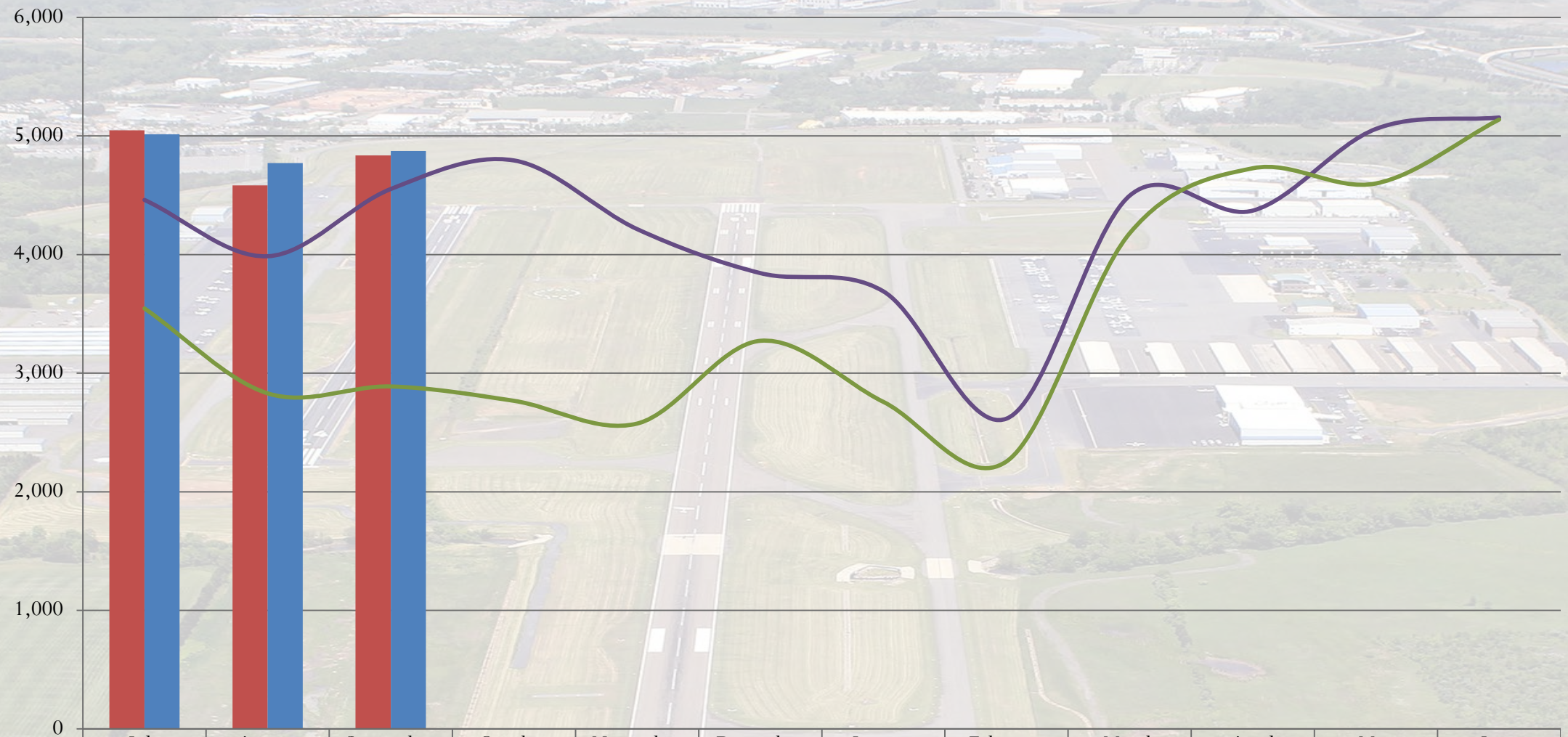
PERCENT CHANGE			
Month	FY2019/FY2020	FY2020/FY2021	FY2020/FY2021
July	13.82%	-10.22%	25.68%
August	1.96%	-17.07%	37.25%
September	35.14%	-3.31%	30.51%
October	-5.84%	4.23%	
November	6.95%	-0.64%	
December	-11.03%	32.73%	
January	13.53%	9.62%	
February	0.61%	-20.09%	
March	-16.02%	37.23%	
April	-63.36%	237.75%	
May	-57.20%	202.54%	
June	-12.65%	50.45%	
Total	-9.40%	23.19%	

Note - Incomplete Year
Stats through September 30, 2021

Monthly Aircraft Operations - Fiscal



Local Vs Itinerant - Fiscal



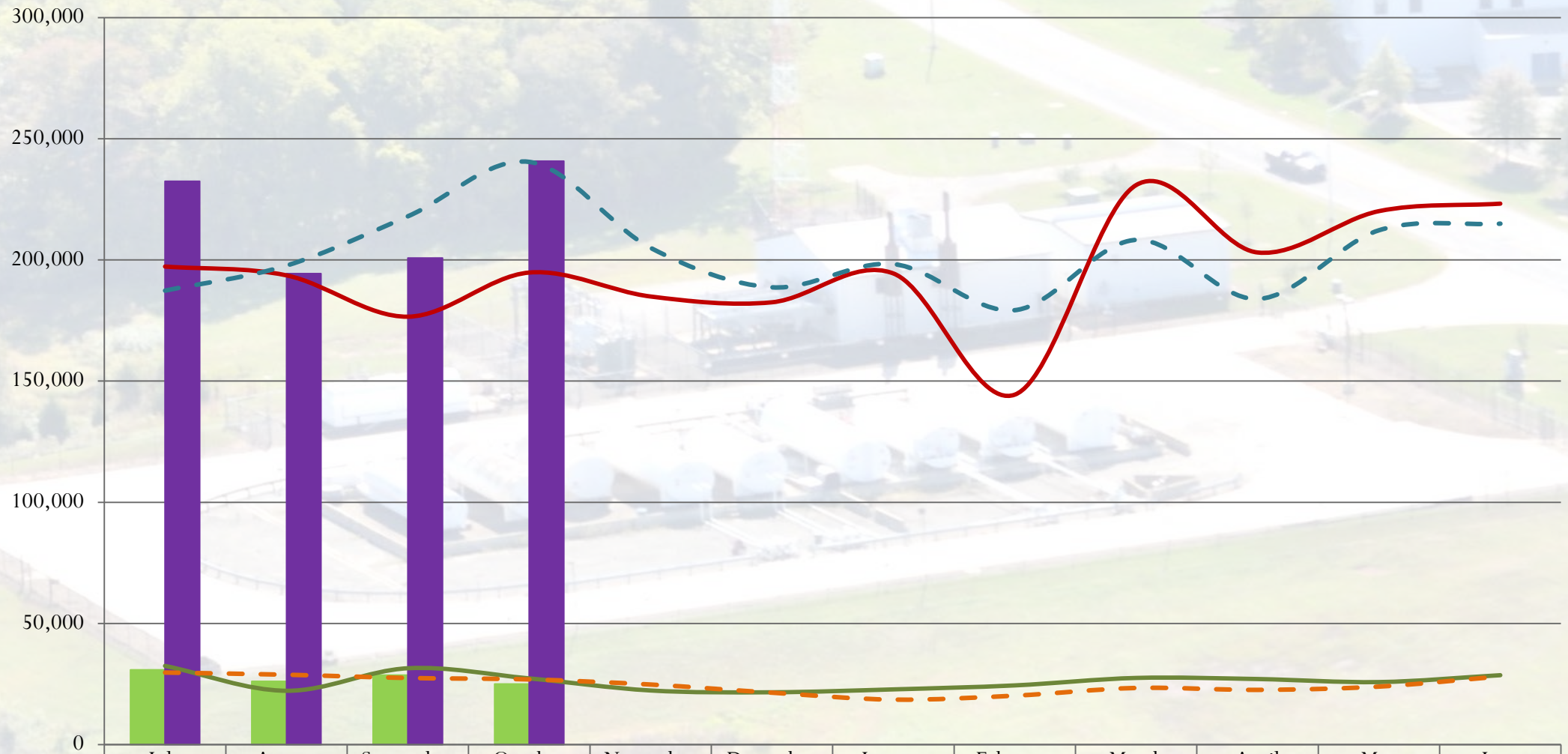
	July	August	September	October	November	December	January	February	March	April	May	June
Itinerant 2022	5,048	4,583	4,837									
Local 2022	5,015	4,772	4,874									
Itinerant 2021	4,461	3,986	4,553	4,794	4,215	3,844	3,690	2,617	4,497	4,371	5,060	5,156
Local 2021	3,546	2,830	2,888	2,767	2,575	3,273	2,758	2,256	4,180	4,728	4,600	5,139

FUEL FLOWAGE - TOTALS

Calendar	AVGAS	JETA	TOTAL	% Change	Fiscal	AVGAS	JETA	TOTAL	% Change
2016	309,066	2,534,537	2,843,603	-6.59%	2017	316,294	2,659,679	2,975,973	3.06%
2017	311,650	2,633,283	2,944,933	3.56%	2018	306,885	2,551,238	2,858,123	-3.96%
2018	296,197	2,576,100	2,872,297	-2.47%	2019	292,146	2,552,229	2,844,375	-0.48%
2019	284,689	2,458,013	2,742,702	-4.51%	2020	265,136	2,110,967	2,376,103	-16.46%
2020	309,565	2,013,409	2,322,974	-15.30%	2021	361,457	2,298,628	2,660,085	11.95%
2021	368,021	1,984,068	2,352,089		2022	110,911	868,533	979,444	

Note - Incomplete Year
Stats through October 31, 2021

Monthly Fuel Flowage - Fiscal

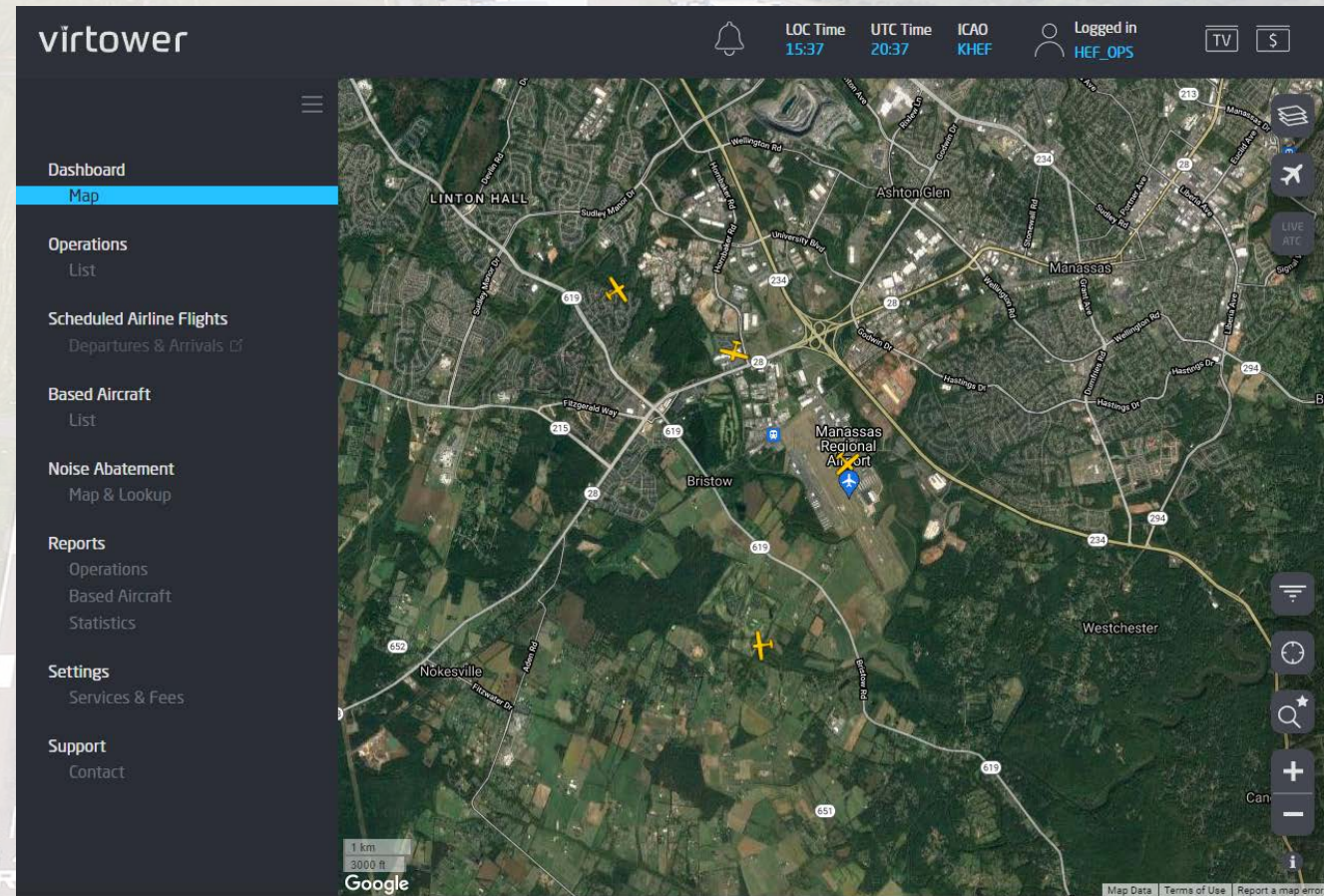


	July	August	September	October	November	December	January	February	March	April	May	June
AVGAS 2022	30,911	26,156	28,771	25,073								
JETA 2020	232,484	194,404	200,831	240,814								
AVGAS 2021	32,521	22,253	31,552	27,360	22,373	21,637	22,829	24,473	27,552	27,102	25,850	28,681
JETA 2021	197,278	193,642	176,583	194,795	184,915	182,531	194,423	144,419	230,885	203,078	220,133	223,220
Average AVGAS	29,753	28,859	27,519	26,926	24,823	21,485	18,637	20,262	23,425	22,633	23,988	28,146
Average JETA	187,364	197,688	218,029	240,475	204,997	188,723	198,301	179,291	208,302	183,917	212,274	214,985

Virtower Flight Tracking

- Subscribed in January 2021 (\$500 a month)
- Provides near real-time (2-3 seconds) tracking of aircraft. No blocked tail numbers.
- Tracks flights with ADS-B* transponder
- Can setup geo-fencing to track additional locations (FBO ramp activity, run-up blocks, taxiways)
- Research noise complaints
- Monitor based aircraft accounts

*ADS-B – Automatic Dependent Surveillance-Broadcast

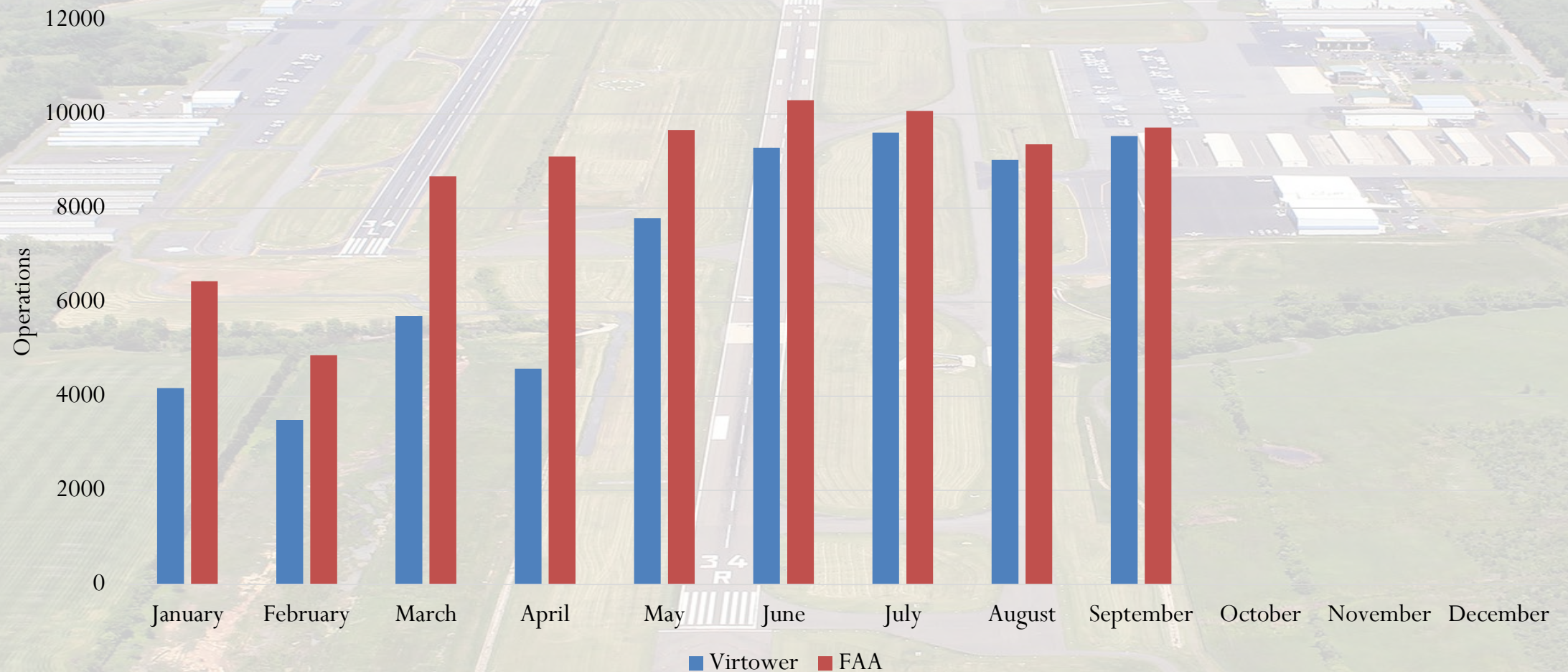




**Federal Aviation
Administration**

VS.

virtower™





**Federal Aviation
Administration**

VS.

virtower™

- Tracks flights with ADS-B* transponder
 - Needs triangulation to capture all aircraft (those without ADS-B)
 - Warrenton has subscribed. Waiting on one more airport to join.
- Not in a full year of usage. Still working with vendor to refine geo-fencing.

	FAA	Virtower	Difference
January	6,448	4,177	2,271
February	4,873	3,496	1,377
March	8,677	5,706	2,971
April	9,099	4,585	4,514
May	9,660	7,785	1,875
June	10,295	9,282	1,013
July	10,063	9,606	457
August	9,355	9,022	333
September	9,711	9,533	178



MANASSAS REGIONAL AIRPORT COMMISSION

MEETING DATE: November 18, 2021

TIME ESTIMATE: 10 Minutes

AGENDA TITLE: Quarterly Airport Maintenance Division Update

RECOMMENDATION: N/A

MOTION:

DATE LAST CONSIDERED BY COMMISSION: N/A – Information Only

SUMMARY AND/OR COMMENTS: This is a quarterly presentation from Airport Maintenance on projects, equipment, and other related items.

FISCAL IMPACT: N/A

STAFF CONTACT: Doug McCauley, 257-8425



Airport Director

Manassas Regional Airport Maintenance Division



Total Number of Work Orders

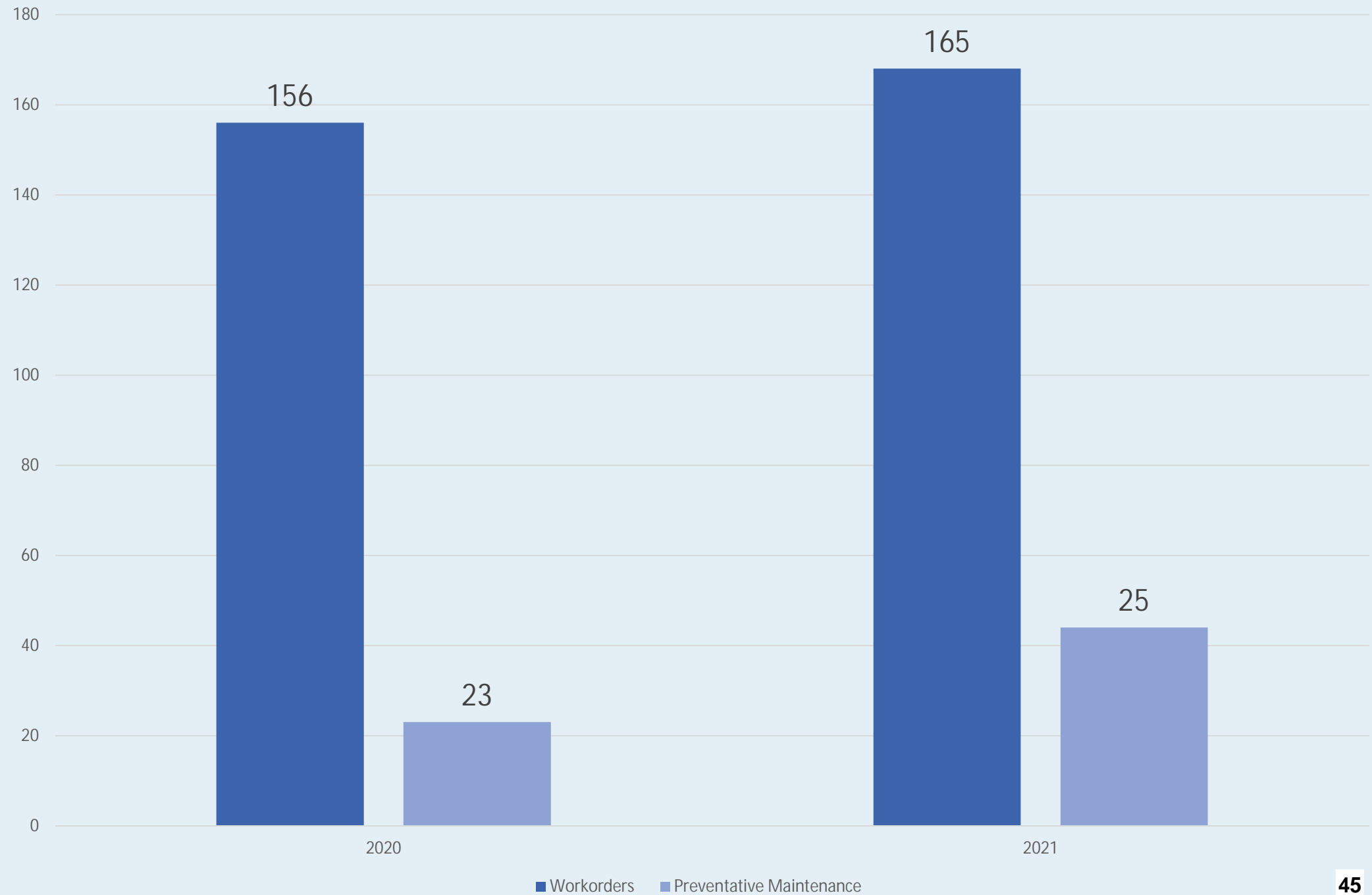
WO
190

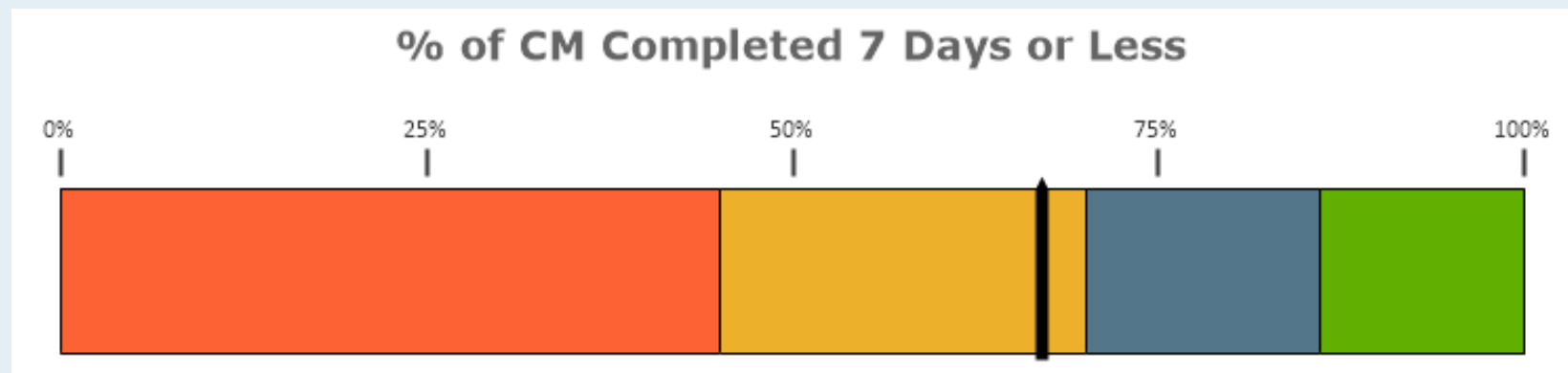
Total Corrective Maintenance (CM)
165

Total Planned Maintenance (PM)
25

These number reflect the past quarter

Maintenance Workorders





67 percent of WO are completed within 7 Days of issue

ARFF

ARFF Tracking 2022		
E-One Vehicle		
Item	Cost	Date
Napa- ATF Fluid	\$ 139.88	7/8/2021
Finlay Fire- Annual	\$ 2,519.27	10/12/2021
	\$ -	
	\$ -	
	\$ -	
	\$ -	
	\$ -	
	\$ -	
	\$ -	
	\$ -	
	\$ -	
	\$ -	
	\$ -	
TOTAL	\$ 2,659.15	

Completed Projects



Tower Catwalk Repairs



Boiler Replacement



EAST T HANGAR PAVING





Gate EV03 Card Reader Relocate





MANASSAS REGIONAL AIRPORT COMMISSION

MEETING DATE: November 18, 2021

TIME ESTIMATE: 15 Minutes

AGENDA TITLE: Discuss the Draft Strategic Plan's Mission and Priorities

RECOMMENDATION: N/A

MOTION: N/A

DATE LAST CONSIDERED BY COMMISSION: N/A – New Business

SUMMARY AND/OR COMMENTS: The Airport Director will present the Airport Commission with the draft Strategic Mission and Priorities that were last discussed in the Commission Work Session. Several comments were received and presented for consideration. The hope is the Commission can agree to a final draft Mission Statement and Priorities. This information will then be sent to the Liz Via-Gossman for further development of the Airport's Strategic Plan.

FISCAL IMPACT: N/A

STAFF CONTACT: Juan Rivera, (703) 361-1882
jrivera@manassasva.gov

A handwritten signature in black ink, appearing to be 'J3n', written over a horizontal line.

Airport Director



MANASSAS REGIONAL AIRPORT COMMISSION

MEETING DATE: November 18, 2021

TIME ESTIMATE: Five Minutes

AGENDA TITLE: Review and consideration of recommending approval to the City Council Consent and Estoppel Agreements from Manassas FBO, LLC that would assign its Franchises to Ridgewood Infrastructure, LLC.

RECOMMENDATION: **Approve the Consent and Estoppel Agreement for Manassas FBO LLC and recommend that the City Council approve the agreements and assign the Franchises to Ridgewood Infrastructure, LLC.**

MOTION: I move that the Consent and Estoppel Agreements between Manassas FBO LLC, Manassas Hangar I and the City of Manassas be approved and that we recommend that the City Council do the same.

DATE LAST CONSIDERED BY COMMISSION: N/A – New Business

SUMMARY AND/OR COMMENTS: The Airport Director was informed by Mr. Thom Harrow, President and CEO of Manassas FBO LLC that he wanted to sell his majority ownership to Ridgewood Infrastructure, LLC. Article 12, section 12.1 of the Franchise give the Franchisee the right to assign the Franchise with the prior approval of the City Council. Section 12.7 states that if the majority of the ownership of the non-public corporation results in a change of control of said corporation, it shall be deemed an assignment and subject to City Council approval.

All but one of the properties involved is currently owned by Manassas FBO LLC. The only exception is Manassas Hangar I, LLC which has a co-ownership between Mr. Harrow and a partner. All of the Franchises will be assigned to Ridgewood Infrastructure, LLC

FISCAL IMPACT: There is no fiscal impact to the Airport Fund. The assignee must abide by all provision of the existing Franchises which includes paying the rents outlined in the payment schedule of the Franchises.

STAFF CONTACT: Juan Rivera, (703) 361-1882
jrivera@manassasva.gov

A handwritten signature in black ink, appearing to be 'JR', written over a horizontal line.

Airport Director

CONSENT AND ESTOPPEL AGREEMENT

THIS CONSENT AND ESTOPPEL AGREEMENT (this “Consent”), dated as of _____, 2021, is executed by THE CITY OF MANASSAS (“Lessor”), MANASSAS FBO LLC (“Lessee”) and MANASSAS HANGAR I, LLC (“Sublessee”).

WHEREAS, Lessee is the lessee under that certain Amended and Restated Franchise Agreement, dated May 22 2007 (the “Franchise Agreement”) originally made by and between Lessor and NEXTFLIGHT AVIATION LLC (“NextFlight”), pursuant to which Lessor granted to NextFlight the privilege to lease, construct, develop, use and sublease and the non-exclusive privilege to perform certain services on those certain parcels of land consisting of approximately 19 acres of land identified as Parcels N-5, E-1, E-2, E-3, E-1-1, E-1-2 and E-1-3, all located within the Manassas Regional Airport in the City of Manassas, described in Article 2 of the Franchise Agreement (together with all improvements located thereon, “Premises”);

WHEREAS, Sublessee is sublessee of a portion of the Premises and as more particularly described in Exhibit A hereto pursuant to a Subfranchise Agreement dated as of April 1, 2013 (the “Subfranchise Agreement”) by and between Lessee and Sublessee and consented to by Lessor;

WHEREAS Lessee proposes to sell a majority of its member’s ownership interests in and to Lessee (the “Assignment”) to RW Pegasus Holdings, LLC, or its nominee (“RW”), pursuant to a Merger Agreement dated as of October 31, 2021 (the “Merger Agreement”) and Lessor has approved or will approved such Assignment ; and

WHEREAS, pursuant to such Merger Agreement, Sublessee has requested Lessor’s and Lessee’s consent to the sale of all of the membership interests in Sublessee in accordance with the Subfranchise Agreement, and Lessor and Lessee have agreed to provide such consent on the conditions as hereinafter set forth.

NOW, THEREFORE, in consideration of the promises and the continuing obligations in force under the Franchise Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. **Consent.** Lessor and Lessee consent to the sale of all membership interests in Sublessee to APP Properties, Inc. (the “Sale”) as contemplated by the Merger Agreement. Lessor and Lessee agree, in the event the Sale is completed, to continue to recognize Sublessee as the sublessee under the Subfranchise Agreement.

2. **Non-Disturbance.** Each of Lessor and Lessee confirms that it shall not, in the absence of an uncured default by Sublessee under the Subfranchise Agreement, and then only in accordance with the terms of the Subfranchise Agreement, disturb the possession, interest or quiet enjoyment of Sublessee (subject to continuing compliance by Lessee with the Franchise Agreement).

3. **Amendments or Modifications.** Except as provided by its terms, the Subfranchise Agreement shall not be modified, terminated, amended, altered or cancelled without a written agreement between Lessee and the holder of the sublessee’s interest therein.

4. **Lessee's Representations and Warranties.** Lessee certifies to Sublessee and APP Properties, Inc. as follows:

(a) The Subfranchise Agreement is in full force and effect, and a complete and correct copy of the Subfranchise Agreement is attached as Exhibit B hereto (which copy may be omitted from any recordation of this Consent).

(b) To the best of Lessee's knowledge after due inquiry, no uncured events of default exist under the Subfranchise Agreement and Lessee knows of no act or omission by Lessee or Sublessee that would become an event of default upon the giving of notice or the passage of time.

5. **Further Provisions.** The general notice provision in Section 25 of the Subfranchise Agreement is hereby amended to address notices to Sublessee as follows:

c/o APP Jet Center Fort Pierce
2982 Curtis King Boulevard
Fort Pierce, FL 34946

With a copy to:

Ridgewood Infrastructure, LLC
34 E 51st Street, 9th Floor
New York, NY 10022
Attention: Ryan Stewart

6. **Assignee's Covenants.** As evidenced by its authorized signature below, upon the consummation of the Sale, Sublessee accepts and agrees to all of the terms, conditions and provisions of the Subfranchise Agreement, and agrees to continue to accept and discharge all of the covenants and obligations of the Sublessee under the Subfranchise Agreement, including but not limited to the payment of all sums due and to become due by Sublessee under the terms of the Subfranchise Agreement.

7. **Terms of the Subfranchise Agreement.** The foregoing provisions notwithstanding, the terms and conditions of the Subfranchise Agreement shall remain in full force and effect.

8. **Effectiveness.** This Consent shall be binding upon Lessor, Lessee and their respective successors and assigns.

9. **Severability.** In the event that any one or more of the provisions contained in this Consent shall be determined to be invalid, illegal or unenforceable in any respect for any reason, the validity, legality and enforceability of any such provision or provisions in every other respect, and the remaining provisions contained herein, shall not be in any way affected or impaired.

10. **Headings.** The headings of the sections of this Consent are inserted for convenience only and shall not constitute a part hereof or affect in any way the meaning or interpretation of this Consent.

11. **Governing Law.** This Consent shall be governed and construed in accordance with the laws of the Commonwealth of Virginia.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have executed this Consent as of the day and year first before set forth.

CITY OF MANASSAS

By: _____

Name: _____

Title: _____

COMMONWEALTH OF VIRGINIA

CITY / COUNTY OF _____:

The foregoing instrument was acknowledged before me this ____ day of _____, 2021, by _____, who is the _____ of the CITY OF MANASSAS, a Virginia municipal corporation.

Notary Public

My Commission expires the ____ day of _____, _____

MANASSAS FBO LLC

By: APP Properties, Inc., its sole member

By: _____

Name: _____

Title: _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2021, by _____, who is the _____ of APP PROPERTIES, INC., sole member of MANASSAS FBO LLC, a Virginia limited liability company, on behalf of the limited liability company.

Notary Public

My Commission expires the ____ day of _____, _____

MANASSAS HANGAR I LLC

By: West Road Holdings, LLC, its managing member

By: _____

Name: _____

Title: _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2021, by _____, who is the _____ of _____, managing member of MANASSAS HANGAR I LLC, a Virginia limited liability company, on behalf of the limited liability company.

Notary Public

My Commission expires the ____ day of _____, _____

EXHIBIT "A"

LEGAL DESCRIPTION

[Attached]

MARCH 8, 2013

METES AND BOUNDS DESCRIPTION

A PORTION OF THE PROPERTY OF

CITY OF MANASSAS
MANASSAS REGIONAL AIRPORT – EAST COMPLEX

SUB-LEASE AREA "B-1"
PART OF PARCEL TWO - LEASE AREA "B" (PARCELS E-1, E-2, & E-3)
INSTRUMENT NUMBER 200912230121209

CITY OF MANASSAS, VIRGINIA

BEGINNING AT A POINT IN THE EASTERLY LINE OF LEASE AREA "B" SAID POINT BEING NORTH 29 DEGREES 59 MINUTES 38 SECONDS WEST 200.08 FEET FROM AN IRON PIPE FOUND AT THE NORTHEASTERLY CORNER OF LEASE AREA "D" AND THE SOUTHEASTERLY CORNER OF LEASE AREA "B"; THENCE DEPARTING SAID POINT OF BEGINNING AND WITH NEW LEASE LINES THROUGH SAID LEASE AREA "B" THE FOLLOWING COURSES AND DISTANCES:
SOUTH 60 DEGREES 00 MINUTES 22 SECONDS WEST 194.00 FEET TO A POINT;
NORTH 29 DEGREES 59 MINUTES 38 SECONDS WEST 210.00 FEET TO A POINT;
NORTH 60 DEGREES 00 MINUTES 22 SECONDS EAST 94.00 FEET TO A POINT;
NORTH 29 DEGREES 59 MINUTES 38 SECONDS WEST 213.29 FEET TO A POINT;
NORTH 60 DEGREES 00 MINUTES 22 SECONDS EAST 100.00 FEET TO A POINT IN THE AFORESAID EASTERLY LINE OF LEASE AREA "B"; THENCE WITH THE EASTERLY LINE OF LEASE AREA "B" SOUTH 29 DEGREES 59 MINUTES 38 SECONDS EAST 423.29 FEET TO THE POINT OF BEGINNING CONTAINING 62,069 SQUARE FEET OR 1.4249 ACRES.

LARRY J. RATLIFF
LAND SURVEYOR
CERT. NO. 1211B

CONSENT AND ESTOPPEL AGREEMENT

THIS CONSENT AND ESTOPPEL AGREEMENT (this “Consent”), dated as of _____, 2021, is executed by THE CITY OF MANASSAS (“Lessor”) and MANASSAS FBO LLC (“Lessee”).

WHEREAS, Lessee is the lessee under that certain Franchise Agreement, dated September 1, 2019 (the “Franchise Agreement”) originally made by and between Lessor and Lessee, pursuant to which Lessor granted to Lessee the privilege to use the Premises for administration and operations offices, maintenance shops and lounges used in connection with the purpose authorized under the Franchise Agreement; parking, storage, servicing, repair and maintenance of aircraft; corporate flight operations; and aircraft charter, on that certain parcel of land consisting of approximately 2.238 acres of land identified as Parcel 4, all located within the Manassas Regional Airport in the City of Manassas, described in Article 2 of the Franchise Agreement and as more particularly described in Exhibit A hereto (together with all improvements located thereon, “Premises”);

WHEREAS Lessee proposes to sell a majority of its member’s ownership interests in and to Lessee (the “Assignment”) to RW Pegasus Holdings, LLC, or its nominee (“RW”), pursuant to a Merger Agreement dated as of October 31, 2021; and

WHEREAS, Lessee has requested Lessor’s consent to the Assignment in accordance with the Franchise Agreement, and Lessor has agreed to provide such consent on the conditions as hereinafter set forth.

NOW, THEREFORE, in consideration of the promises and the continuing obligations in force under the Franchise Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. **Consent.** Lessor consents to the Assignment to RW. Lessor agrees, in the event the Assignment is completed, to continue to recognize Lessee as the lessee under the Franchise Agreement.

2. **Non-Disturbance.** Lessor confirms that Lessor shall not, in the absence of an uncured default by Lessee under the Franchise Agreement, and then only in accordance with the terms of the Franchise Agreement, disturb the possession, interest or quiet enjoyment of Lessee.

3. **Amendments or Modifications.** Except provided by its terms, the Franchise Agreement shall not be modified, terminated, amended, altered or cancelled without a written agreement between Lessor and the holder of the lessee’s interest therein.

4. **Lessor’s Representations and Warranties.** Lessor certifies to Lessee and RW as follows:

(a) The Franchise Agreement is in full force and effect, and a complete and correct copy of the Franchise Agreement is attached as Exhibit B hereto (which copy may be omitted from any recordation of this Consent).

(b) To the best of Lessor's knowledge, no uncured events of default by Lessee or Lessor have occurred under the Franchise Agreement and Lessor knows of no act or omission by any of Lessee or Lessor that would become an event of default upon the giving of notice or the passage of time.

(c) Lessee has performed the obligations listed in Article 7 of the Franchise Agreement.

(d) As of the date hereof, no rent is due from Lessee under the Franchise Agreement and Lessee has paid no rent more than 30 days in advance.

(e) As of the date hereof, Lessee has paid all additional rent due under Article 18 of the Franchise Agreement and Lessee has paid no additional rent more than 30 days in advance.

(f) The current uses of the Premises comply with Article 3 of the Franchise Agreement.

(g) Lessee has properly and timely completed all improvements required under Article 5 of the Franchise Agreement and such improvements have been accepted by Lessor.

(h) To the best of Lessor's knowledge, Lessee has properly and timely performed all of the maintenance and repairs required under Article 6 of the Franchise Agreement.

(i) To the best of Lessor's knowledge, Lessee has properly and timely performed the non-discrimination requirements and affirmative action program requirements set forth in Article 15 of the Franchise Agreement.

(j) Lessor has received copies of all licenses and permits required under Article 16 of the Franchise Agreement.

(k) Lessee has provided the Lessor with satisfactory evidence that Lessee has obtained and is maintaining all of the insurance required under Article 30 of the Franchise Agreement.

(l) To the best of Lessor's knowledge, Lessee is in compliance with all requirements of Article 31 of the Franchise Agreement related to hazardous materials and compliance with laws and environmental laws.

(m) There are no violations or orders pending by Lessor against Lessee or the Premises.

(n) The expiration date of the Franchise Agreement is midnight on August 31, 2059.

5. **Further Provisions.** The general notice provision is Article 25 of the Franchise Agreement is hereby amended to address notices to Lessee as follows:

c/o APP Jet Center Fort Pierce
2982 Curtis King Boulevard
Fort Pierce, FL 34946

With a copy to:

Ridgewood Infrastructure, LLC
34 E 51st Street, 9th Floor
New York, NY 10022
Attention: Ryan Stewart

6. **Assignee's Covenants.** As evidenced by its authorized signature below, upon the execution of the Assignment, Lessee pursuant to Section 13.3 of the Franchise Agreement, accepts and agrees to all of the terms, conditions and provisions of the Franchise Agreement, and agrees to accept and discharge all of the covenants and obligations of the Lessee under the Franchise Agreement, including but not limited to the payment of all sums due and to become due by Lessee under the terms of the Franchise Agreement.

7. **Terms of the Franchise Agreement.** The foregoing provisions notwithstanding, the terms and conditions of the Franchise Agreement shall remain in full force and effect.

8. **Effectiveness.** This Consent shall be binding upon Lessor and its respective successors and assigns.

9. **Severability.** In the event that any one or more of the provisions contained in this Consent shall be determined to be invalid, illegal or unenforceable in any respect for any reason, the validity, legality and enforceability of any such provision or provisions in every other respect, and the remaining provisions contained herein, shall not be in any way affected or impaired.

10. **Headings.** The headings of the sections of this Consent are inserted for convenience only and shall not constitute a part hereof or affect in any way the meaning or interpretation of this Consent.

11. **Governing Law.** This Consent shall be governed and construed in accordance with the laws of the Commonwealth of Virginia.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have executed this Consent as of the day and year first before set forth.

CITY OF MANASSAS

By: _____

Name: _____

Title: _____

COMMONWEALTH OF VIRGINIA

CITY / COUNTY OF _____:

The foregoing instrument was acknowledged before me this ____ day of _____, 2021, by _____, who is the _____ of the CITY OF MANASSAS, a Virginia municipal corporation.

Notary Public

My Commission expires the ____ day of _____, _____

MANASSAS FBO LLC

By: APP Properties, Inc., its sole member

By: _____

Name: _____

Title: _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2021, by _____, who is the _____ of APP PROPERTIES, INC., sole member of MANASSAS FBO LLC, a Virginia limited liability company, on behalf of the limited liability company.

Notary Public

My Commission expires the ____ day of _____, _____

MANASSAS FBO LLC

By:

By: _____

Name: _____

Title: _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2021, by _____, who is the _____ of _____, sole member of MANASSAS FBO LLC, a Virginia limited liability company, on behalf of the limited liability company.

Notary Public

My Commission expires the ____ day of _____, _____

EXHIBIT "A"

LEGAL DESCRIPTION

[Attached]



CIVIL ENGINEERING • LAND SURVEYING

R. Michael Massey II, PE, LS
President, Treasurer
Thomas A. Dougher, PE
Vice President, Secretary

MAY 29, 2020

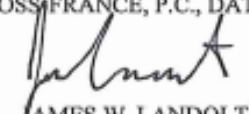
METES AND BOUNDS DESCRIPTION

A PORTION OF
THE PROPERTY OF
CITY OF MANASSAS, VIRGINIA
(DEED BOOK 717, PAGE 593)

(LEASE PARCEL 4 MANASSAS REGIONAL AIRPORT)
LEASEHOLD INTEREST
MANASSAS FBO LLC
(CITY OF MANASSAS TAX ASSESSMENT LISTING - #O-2020-02)

CITY OF MANASSAS, VIRGINIA

BEGINNING AT A "MAG" NAIL SET WITHIN THE CITY OF MANASSAS PROPERTY (MANASSAS REGIONAL AIRPORT), SAID "MAG" NAIL SET BEING THE EASTERLY CORNER OF LEASE PARCEL 4 HEREIN DESCRIBED, SAID "MAG" NAIL SET ALSO BEING THE FOLLOWING COURSES AND DISTANCES FROM AN IRON PIPE FOUND AT THE EASTERLY END OF THE SOUTHERLY TERMINUS OF THE WAKEMAN DRIVE RIGHT-OF-WAY (INSTRUMENT NUMBER 200511080194167):
SOUTH 60 DEGREES 54 MINUTES 33 SECONDS WEST 50.00 FEET;
NORTH 29 DEGREES 05 MINUTES 27 SECONDS WEST 504.45 FEET;
SOUTH 60 DEGREES 54 MINUTES 33 SECONDS WEST 248.66 FEET; THENCE DEPARTING THE POINT OF BEGINNING AND THROUGH THE CITY OF MANASSAS, VIRGINIA PROPERTY AND WITH EXISTING LEASE PARCEL LINES THE FOLLOWING COURSES AND DISTANCES:
SOUTH 60 DEGREES 00 MINUTES 51 SECONDS WEST 325.00 FEET TO A MAG NAIL FOUND;
NORTH 29 DEGREES 59 MINUTES 09 SECONDS WEST 300.00 FEET TO A "MAG" NAIL SET;
NORTH 60 DEGREES 00 MINUTES 51 SECONDS EAST 325.00 FEET TO AN IRON PIPE FOUND;
SOUTH 29 DEGREES 59 MINUTES 09 SECONDS EAST 300.00 FEET TO THE POINT OF BEGINNING CONTAINING 97,500 SQUARE FEET OR 2.2383 ACRES, AS SHOWN ON A PLAT PREPARED BY ROSS-FRANCE, P.C., DATED MAY 29, 2020.


JAMES W. LANDOLT
LAND SURVEYOR
LIC. NO. 2272

9417 Innovation Drive, Manassas, Virginia 20110
P: 703-361-4188 • F: 703-361-6353 • www.rossfranceva.com

CONSENT AND ESTOPPEL AGREEMENT

THIS CONSENT AND ESTOPPEL AGREEMENT (this “Consent”), dated as of _____, 2021, is executed by THE CITY OF MANASSAS (“Lessor”) and MANASSAS FBO LLC (“Lessee”).

WHEREAS, Lessee is the lessee under that certain Franchise Agreement, dated October 23, 2002 (the “Franchise Agreement”) originally made by and between Lessor and COLGAN GROUP, LLC (“Colgan”) pursuant to which Lessor granted to Colgan the privilege of installing, maintaining, and servicing aircraft avionics and instruments, including the sale of new and used aircraft avionics parts and supplies; for administration and operations offices, maintenance shops and lounges used in connection with the purposes authorized under the Franchise Agreement; for the sale of new and used aircraft Premises; and for the parking, storage, servicing or repair and maintenance of aircraft owned, managed, leased by or on consignment by the Lessee, together with providing office space to aviation related businesses, on that certain parcel of land consisting of approximately 1.86 acres of land identified as Parcel 5, Lot 1, all located within the Manassas Regional Airport in the City of Manassas, described in Article 2 of the Franchise Agreement and as more particularly described in Exhibit A hereto (together with all improvements located thereon, “Premises”);

WHEREAS, the interests of Colgan as lessee under the Franchise Agreement were assigned to Lessee with the consent of Lessor;

WHEREAS Lessee proposes to sell a majority of its member’s ownership interests in and to Lessee (the “Assignment”) to RW Pegasus Holdings, LLC, or its nominee (“RW”), pursuant to a Merger Agreement dated as of October 31, 2021; and

WHEREAS, Lessee has requested Lessor’s consent to the Assignment in accordance with the Franchise Agreement, and Lessor has agreed to provide such consent on the conditions as hereinafter set forth.

NOW, THEREFORE, in consideration of the promises and the continuing obligations in force under the Franchise Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. **Consent.** Lessor consents to the Assignment to RW. Lessor agrees, in the event the Assignment is completed, to continue to recognize Lessee as the lessee under the Franchise Agreement.
2. **Non-Disturbance.** Lessor confirms that Lessor shall not, in the absence of an uncured default by Lessee under the Franchise Agreement, and then only in accordance with the terms of the Franchise Agreement, disturb the possession, interest or quiet enjoyment of Lessee.
3. **Amendments or Modifications.** Except provided by its terms, the Franchise Agreement shall not be modified, terminated, amended, altered or cancelled without a written agreement between Lessor and the holder of the lessee’s interest therein.

4. **Lessor's Representations and Warranties.** Lessor certifies to Lessee and RW as follows:

(a) The Franchise Agreement is in full force and effect, and a complete and correct copy of the Franchise Agreement is attached as Exhibit B hereto (which copy may be omitted from any recordation of this Consent).

(b) To the best of Lessor's knowledge, no uncured events of default by Lessee or Lessor have occurred under the Franchise Agreement and Lessor knows of no act or omission by any of Lessee or Lessor that would become an event of default upon the giving of notice or the passage of time.

(c) Lessee has performed the obligations listed in Article 6 of the Franchise Agreement.

(d) As of the date hereof, no rent is due from Lessee under the Franchise Agreement and Lessee has paid no rent more than 30 days in advance.

(e) As of the date hereof, Lessee has paid all additional rent due under Article 17 of the Franchise Agreement and Lessee has paid no additional rent more than 30 days in advance.

(f) The current uses of the Premises comply with Article 3 of the Franchise Agreement.

(g) Lessee has properly and timely completed all improvements required under Article 4 of the Franchise Agreement and such improvements have been accepted by Lessor.

(h) To the best of Lessor's knowledge, Lessee has properly and timely performed all of the maintenance and repairs required under Article 5 of the Franchise Agreement.

(i) To the best of Lessor's knowledge, Lessee has properly and timely performed the non-discrimination requirements and affirmative action program requirements set forth in Article 14 of the Franchise Agreement.

(j) Lessor has received copies of all licenses and permits required under Article 15 of the Franchise Agreement.

(k) Lessee has provided the Lessor with satisfactory evidence that Lessee has obtained and is maintaining all of the insurance required under Article 29 of the Franchise Agreement.

(l) To the best of Lessor's knowledge, Lessee is in compliance with all requirements of Article 30 of the Franchise Agreement related to hazardous materials and compliance with laws and environmental laws.

(m) There are no violations or orders pending by Lessor against Lessee or the Premises.

(n) The expiration date of the Franchise Agreement is midnight on September 30, 2042.

5. **Further Provisions.** The general notice provision is Article 24 of the Franchise Agreement is hereby amended to address notices to Lessee as follows:

c/o APP Jet Center Fort Pierce
2982 Curtis King Boulevard
Fort Pierce, FL 34946

With a copy to:

Ridgewood Infrastructure, LLC
34 E 51st Street, 9th Floor
New York, NY 10022
Attention: Ryan Stewart

6. **Assignee's Covenants.** As evidenced by its authorized signature below, upon the execution of the Assignment, Lessee pursuant to Section 12.3 of the Franchise Agreement, accepts and agrees to all of the terms, conditions and provisions of the Franchise Agreement, and agrees to accept and discharge all of the covenants and obligations of the Lessee under the Franchise Agreement, including but not limited to the payment of all sums due and to become due by Lessee under the terms of the Franchise Agreement.

7. **Terms of the Franchise Agreement.** The foregoing provisions notwithstanding, the terms and conditions of the Franchise Agreement shall remain in full force and effect.

8. **Effectiveness.** This Consent shall be binding upon Lessor and its respective successors and assigns.

9. **Severability.** In the event that any one or more of the provisions contained in this Consent shall be determined to be invalid, illegal or unenforceable in any respect for any reason, the validity, legality and enforceability of any such provision or provisions in every other respect, and the remaining provisions contained herein, shall not be in any way affected or impaired.

10. **Headings.** The headings of the sections of this Consent are inserted for convenience only and shall not constitute a part hereof or affect in any way the meaning or interpretation of this Consent.

11. **Governing Law.** This Consent shall be governed and construed in accordance with the laws of the Commonwealth of Virginia.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have executed this Consent as of the day and year first before set forth.

CITY OF MANASSAS

By: _____

Name: _____

Title: _____

COMMONWEALTH OF VIRGINIA

CITY / COUNTY OF _____:

The foregoing instrument was acknowledged before me this ____ day of _____, 2021, by _____, who is the _____ of the CITY OF MANASSAS, a Virginia municipal corporation.

Notary Public

My Commission expires the ____ day of _____, _____

MANASSAS FBO LLC

By: APP Properties, Inc., its sole member

By: _____

Name: _____

Title: _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2021, by _____, who is the _____ of APP PROPERTIES, INC., sole member of MANASSAS FBO LLC, a Virginia limited liability company, on behalf of the limited liability company.

Notary Public

My Commission expires the ____ day of _____, _____

MANASSAS FBO LLC

By:

By: _____

Name: _____

Title: _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2021, by _____, who is the _____ of _____, sole member of MANASSAS FBO LLC, a Virginia limited liability company, on behalf of the limited liability company.

Notary Public

My Commission expires the ____ day of _____, _____

EXHIBIT “A”

LEGAL DESCRIPTION

[Attached]



Ross, France & Ratliff, Ltd.

8802 SUDLEY ROAD • MANASSAS, VIRGINIA 20110-4731 • 703-361-4188 • FAX 703-361-6353 • email: rfrltd@aerols.com

NOVEMBER 20, 2002

METES AND BOUNDS DESCRIPTION

A PORTION OF THE PROPERTY OF

CITY OF MANASSAS
(MANASSAS REGIONAL AIRPORT - EAST COMPLEX)

LEASE PARCEL E-3-G

CITY OF MANASSAS, VIRGINIA

BEGINNING AT AN IRON PIPE SET WITHIN THE EAST COMPLEX OF THE MANASSAS REGIONAL AIRPORT PROPERTY, SAID IRON PIPE SET BEING THE NORTHWESTERLY CORNER OF THE PARCEL HEREIN DESCRIBED, AND ALSO BEING THE FOLLOWING COURSES AND DISTANCES FROM A "PK" NAIL FOUND MARKING THE CENTER-LINE OF THE NORTHERLY END OF RUNWAY 16L-34R:

NORTH 29 DEGREES 59 MINUTES 38 SECONDS WEST 358.95 FEET;

NORTH 60 DEGREES 00 MINUTES 22 SECONDS EAST 1,492.25 FEET;

THENCE DEPARTING FROM THE POINT OF BEGINNING AND THROUGH THE CITY OF MANASSAS (MANASSAS REGIONAL AIRPORT - EAST COMPLEX) PROPERTY THE FOLLOWING COURSES AND DISTANCES:

NORTH 60 DEGREES 00 MINUTES 22 SECONDS EAST 52.75 FEET TO AN IRON PIPE SET;

NORTH 43 DEGREES 03 MINUTES 21 SECONDS EAST 107.78 FEET TO AN IRON PIPE SET;

SOUTH 75 DEGREES 42 MINUTES 46 SECONDS EAST 51.18 FEET TO AN IRON PIPE SET;

SOUTH 46 DEGREES 34 MINUTES 05 SECONDS EAST 107.26 FEET TO AN IRON PIPE SET;

SOUTH 29 DEGREES 59 MINUTES 38 SECONDS EAST 123.08 FEET TO AN IRON PIPE SET;

PAGE 1 OF 2

METES AND BOUNDS DESCRIPTIONS CONTINUED
MANASSAS REGIONAL AIRPORT - PARCEL E-3-G
PAGE 2 OF 2

SOUTH 60 DEGREES 00 MINUTES 22 SECONDS WEST 5.00 FEET TO
AN IRON PIPE SET;
SOUTH 29 DEGREES 59 MINUTES 38 SECONDS EAST 150.00 FEET TO
AN IRON PIPE SET;
SOUTH 60 DEGREES 00 MINUTES 22 SECONDS WEST 206.31 FEET TO
AN IRON PIPE SET;
NORTH 29 DEGREES 59 MINUTES 38 SECONDS WEST 270.00 FEET TO
AN IRON PIPE SET;
SOUTH 60 DEGREES 00 MINUTES 22 SECONDS WEST 11.78 FEET TO
AN IRON PIPE SET;
NORTH 29 DEGREES 59 MINUTES 38 SECONDS WEST 110.20 FEET TO
THE POINT OF BEGINNING CONTAINING 81,300 SQUARE FEET OR 1.86639
ACRES AS SHOWN ON A LEASE PLAT PREPARED BY ROSS, FRANCE AND
RATLIFF, LTD. DATED NOVEMBER 20, 2002 WHICH IS PART OF THIS
DESCRIPTION.



LARRY J. RATLIFF
PROFESSIONAL LAND SURVEYOR
CERT. NO. 1211B

CONSENT AND ESTOPPEL AGREEMENT

THIS CONSENT AND ESTOPPEL AGREEMENT (this “Consent”), dated as of _____, 2021, is executed by THE CITY OF MANASSAS (“Lessor”) and MANASSAS FBO LLC (“Lessee”).

WHEREAS, Lessee is the lessee under that certain Amended and Restated Franchise Agreement, dated May 22 2007 (the “Franchise Agreement”) originally made by and between Lessor and NEXTFLIGHT AVIATION LLC (“NextFlight”), pursuant to which Lessor granted to NextFlight the privilege to lease, construct, develop, use and sublease and the non-exclusive privilege to perform certain services on those certain parcels of land consisting of approximately 19 acres of land identified as Parcels N-5, E-1, E-2, E-3, E-1-1, E-1-2 and E-1-3, all located within the Manassas Regional Airport in the City of Manassas, described in Article 2 of the Franchise Agreement and as more particularly described in Exhibit A hereto (together with all improvements located thereon, “Premises”);

WHEREAS, the interests of NextFlight as lessee under the Franchise Agreement were assigned to Volo Holdings Manassas, LLC (“Volo”) with the consent of Lessor;

WHEREAS, Volo subsequently assigned its rights under the Franchise Agreement to Lessee with the consent of the Lessor;

WHEREAS Lessee proposes to sell a majority of its member’s ownership interests in and to Lessee (the “Assignment”) to RW Pegasus Holdings, LLC, or its nominee (“RW”), pursuant to a Merger Agreement dated as of October 31, 2021; and

WHEREAS, Lessee has requested Lessor’s consent to the Assignment in accordance with the Franchise Agreement, and Lessor has agreed to provide such consent on the conditions as hereinafter set forth.

NOW, THEREFORE, in consideration of the promises and the continuing obligations in force under the Franchise Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. **Consent.** Lessor consents to the Assignment to RW. Lessor agrees, in the event the Assignment is completed, to continue to recognize Lessee as the lessee under the Franchise Agreement.

2. **Non-Disturbance.** Lessor confirms that Lessor shall not, in the absence of an uncured default by Lessee under the Franchise Agreement, and then only in accordance with the terms of the Franchise Agreement, disturb the possession, interest or quiet enjoyment of Lessee.

3. **Amendments or Modifications.** Except provided by its terms, the Franchise Agreement shall not be modified, terminated, amended, altered or cancelled without a written agreement between Lessor and the holder of the lessee’s interest therein.

4. **Lessor’s Representations and Warranties.** Lessor certifies to Lessee and RW as follows:

(a) The Franchise Agreement is in full force and effect, and a complete and correct copy of the Franchise Agreement is attached as Exhibit B hereto (which copy may be omitted from any recordation of this Consent).

(b) To the best of Lessor's knowledge, no uncured events of default by NextFlight, Volo, Lessee or Lessor have occurred under the Franchise Agreement and Lessor knows of no act or omission by any of NextFlight, Volo, Lessee or Lessor that would become an event of default upon the giving of notice or the passage of time.

(c) Lessee has performed the obligations listed in Article 6 of the Franchise Agreement.

(d) As of the date hereof, no rent is due from Lessee under the Franchise Agreement and Lessee has paid no rent more than 30 days in advance.

(e) As of the date hereof, Lessee has paid all additional rent due under Article 17 of the Franchise Agreement and Lessee has paid no additional rent more than 30 days in advance.

(f) The current uses of the Premises comply with Article 3 of the Franchise Agreement.

(g) Lessee has properly and timely completed all improvements required under Article 4 of the Franchise Agreement and such improvements have been accepted by Lessor.

(h) To the best of Lessor's knowledge, Lessee has properly and timely performed all of the maintenance and repairs required under Article 5 of the Franchise Agreement.

(i) To the best of Lessor's knowledge, Lessee has properly and timely performed the non-discrimination requirements and affirmative action program requirements set forth in Article 14 of the Franchise Agreement.

(j) Lessor has received copies of all licenses and permits required under Article 15 of the Franchise Agreement.

(k) Lessee has provided the Lessor with satisfactory evidence that Lessee has obtained and is maintaining all of the insurance required under Article 29 of the Franchise Agreement.

(l) To the best of Lessor's knowledge, Lessee is in compliance with all requirements of Article 30 of the Franchise Agreement related to hazardous materials and compliance with laws and environmental laws.

(m) There are no violations or orders pending by Lessor against Lessee or the Premises.

(n) The expiration date of the Franchise Agreement is January 31, 2045.

5. **Further Provisions.** The general notice provision is Article 24 of the Franchise Agreement is hereby amended to address notices to Lessee as follows:

c/o APP Jet Center Fort Pierce
2982 Curtis King Boulevard
Fort Pierce, FL 34946

With a copy to:

Ridgewood Infrastructure, LLC
34 E 51st Street, 9th Floor
New York, NY 10022
Attention: Ryan Stewart

6. **Assignee's Covenants.** As evidenced by its authorized signature below, upon the execution of the Assignment, Lessee pursuant to Section 12.3 of the Franchise Agreement, accepts and agrees to all of the terms, conditions and provisions of the Franchise Agreement, and agrees to accept and discharge all of the covenants and obligations of the Lessee under the Franchise Agreement, including but not limited to the payment of all sums due and to become due by Lessee under the terms of the Franchise Agreement.

7. **Terms of the Franchise Agreement.** The foregoing provisions notwithstanding, the terms and conditions of the Franchise Agreement shall remain in full force and effect.

8. **Effectiveness.** This Consent shall be binding upon Lessor and its respective successors and assigns.

9. **Severability.** In the event that any one or more of the provisions contained in this Consent shall be determined to be invalid, illegal or unenforceable in any respect for any reason, the validity, legality and enforceability of any such provision or provisions in every other respect, and the remaining provisions contained herein, shall not be in any way affected or impaired.

10. **Headings.** The headings of the sections of this Consent are inserted for convenience only and shall not constitute a part hereof or affect in any way the meaning or interpretation of this Consent.

11. **Governing Law.** This Consent shall be governed and construed in accordance with the laws of the Commonwealth of Virginia.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have executed this Consent as of the day and year first before set forth.

CITY OF MANASSAS

By: _____

Name: _____

Title: _____

COMMONWEALTH OF VIRGINIA

CITY / COUNTY OF _____:

The foregoing instrument was acknowledged before me this ____ day of _____, 2021, by _____, who is the _____ of the CITY OF MANASSAS, a Virginia municipal corporation.

Notary Public

My Commission expires the ____ day of _____, _____

MANASSAS FBO LLC

By: APP Properties, Inc., its sole member

By: _____

Name: _____

Title: _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2021, by _____, who is the _____ of APP PROPERTIES, INC., sole member of MANASSAS FBO LLC, a Virginia limited liability company, on behalf of the limited liability company.

Notary Public

My Commission expires the ____ day of _____, _____

MANASSAS FBO LLC

By:

By: _____

Name: _____

Title: _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2021, by _____, who is the _____ of _____, sole member of MANASSAS FBO LLC, a Virginia limited liability company, on behalf of the limited liability company.

Notary Public

My Commission expires the ____ day of _____, _____

EXHIBIT “A”

LEGAL DESCRIPTION

[Attached]



Ross, France & Ratliff, Ltd.

8802 SUDLEY ROAD • MANASSAS, VIRGINIA 20110-4731 • 703-961-4188 • FAX 703-961-6353 • email: rfr@erols.com

JANUARY 18, 2007

METES AND BOUNDS DESCRIPTION

A PORTION OF THE PROPERTY OF

CITY OF MANASSAS
MANASSAS REGIONAL AIRPORT - EAST COMPLEX

LEASE AREA "A"
(PARCEL "N-5")

CITY OF MANASSAS, VIRGINIA

BEGINNING AT AN IRON PIPE FOUND WITHIN THE EAST COMPLEX OF THE MANASSAS REGIONAL AIRPORT PROPERTY, SAID IRON PIPE FOUND BEING THE SOUTHWESTERLY CORNER OF THE PARCEL HEREIN DESCRIBED, AND ALSO BEING THE FOLLOWING COURSES AND DISTANCES FROM A NAIL AND CAP FOUND MARKING THE CENTERLINE OF THE NORTHWESTERLY END OF EXISTING RUNWAY 16L-34R:

NORTH 29 DEGREES 59 MINUTES 38 SECONDS WEST 1,029.51 FEET;

NORTH 60 DEGREES 00 MINUTES 22 SECONDS EAST 625.00 FEET;

THENCE DEPARTING FROM THE POINT OF BEGINNING AND THROUGH THE CITY OF MANASSAS (MANASSAS REGIONAL AIRPORT - EAST COMPLEX) PROPERTY NORTH 29 DEGREES 59 MINUTES 38 SECONDS WEST 694.55 FEET TO AN IRON PIPE SET IN THE LINE OF AN EIGHT FOOT HIGH CHAIN LINK FENCE; THENCE GENERALLY WITH SAID CHAIN LINK FENCE THE FOLLOWING COURSES AND DISTANCES:

NORTH 56 DEGREES 36 MINUTES 10 SECONDS EAST 104.73 FEET TO AN IRON PIPE FOUND;

177.55 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 860.00 FEET, A DELTA ANGLE OF 11 DEGREES 49 MINUTES 43 SECONDS, A TANGENT LENGTH OF 89.09 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 62 DEGREES 31 MINUTES 01 SECONDS EAST 177.23 FEET TO AN IRON PIPE FOUND;

PAGE 1 OF 2

METES AND BOUNDS DESCRIPTION CONTINUED – JANUARY 18, 2007
CITY OF MANASSAS – MANASSAS REGIONAL AIRPORT - EAST COMPLEX
LEASE PARCEL "A" (PARCEL "N-5")
PAGE 2 OF 2

NORTH 68 DEGREES 25 MINUTES 53 SECONDS EAST 11.91 FEET TO AN IRON PIPE FOUND; THENCE DEPARTING SAID CHAIN LINK FENCE AND CONTINUING THROUGH THE CITY OF MANASSAS (MANASSAS REGIONAL AIRPORT - EAST COMPLEX) PROPERTY THE FOLLOWING COURSES AND DISTANCES:

129.82 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 351.00 FEET, A DELTA ANGLE OF 21 DEGREES 11 MINUTES 28 SECONDS, A TANGENT LENGTH OF 65.66 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 79 DEGREES 01 MINUTES 37 SECONDS EAST 129.08 FEET TO AN IRON PIPE SET;

NORTH 89 DEGREES 37 MINUTES 21 SECONDS EAST 73.13 FEET TO AN IRON PIPE SET;

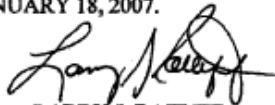
SOUTH 29 DEGREES 59 MINUTES 38 SECONDS EAST 214.05 FEET TO AN IRON PIPE SET;

SOUTH 60 DEGREES 00 MINUTES 22 SECONDS WEST 35.00 FEET TO AN IRON PIPE SET;

124.09 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 79.00 FEET, A DELTA ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS, A TANGENT LENGTH OF 79.00 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 15 DEGREES 00 MINUTES 22 SECONDS WEST 111.72 FEET TO AN IRON PIPE SET;

SOUTH 29 DEGREES 59 MINUTES 38 SECONDS EAST 320.00 FEET TO AN IRON PIPE SET;

SOUTH 60 DEGREES 00 MINUTES 22 SECONDS WEST 365.00 FEET TO THE POINT OF BEGINNING CONTAINING 283,309 SQUARE FEET OR 6.5039 ACRES AS SHOWN ON A PLAT PREPARED BY ROSS, FRANCE AND RATLIFF, LTD. HAVING A DATE OF JANUARY 18, 2007.



LARRY J. RATLIFF
LAND SURVEYOR
CERT. NO. 1211B



Ross, France & Ratliff, Ltd.

8802 SUDLEY ROAD • MANASSAS, VIRGINIA 20110-4731 • 703-361-4188 • FAX 703-361-6353 • email: rfrltd@erols.com

JANUARY 18, 2007

METES AND BOUNDS DESCRIPTION

A PORTION OF THE PROPERTY OF

CITY OF MANASSAS
MANASSAS REGIONAL AIRPORT – EAST COMPLEX

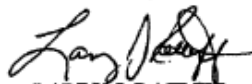
LEASE AREA "B"
(PARCELS E-1, E-2, & E-3)

CITY OF MANASSAS, VIRGINIA

BEGINNING AT AN IRON PIPE SET AT THE NORTHWESTERLY CORNER OF PARCEL E-3, SAID IRON PIPE SET BEING THE FOLLOWING COURSES AND DISTANCES FROM A NAIL & CAP FOUND MARKING THE CENTERLINE OF THE NORTHWESTERLY END OF EXISTING AIRPORT RUNWAY 16L-34R:

SOUTH 29 DEGREES 59 MINUTES 38 SECONDS EAST 298.53 FEET;

NORTH 60 DEGREES 00 MINUTES 22 SECONDS EAST 1,164.00 FEET; THENCE DEPARTING SAID POINT OF BEGINNING AND WITH SAID PARCEL E-3 NORTH 60 DEGREES 00 MINUTES 22 SECONDS EAST 578.46 FEET TO A "PK" NAIL SET; THENCE CONTINUING WITH PARCEL E-3 IN PART, AND THEN WITH PARCELS E-2 AND E-1 SOUTH 29 DEGREES 59 MINUTES 38 SECONDS EAST 753.04 FEET TO AN IRON PIPE FOUND AT THE NORTHEASTERLY CORNER OF LEASE AREA "D" (PARCEL E-1-3); THENCE WITH LEASE AREA "D" IN PART, AND THEN CONTINUING WITH PARCEL E-1, SOUTH 60 DEGREES 00 MINUTES 22 SECONDS WEST, CROSSING AN IRON PIPE FOUND AT 482.46 FEET, AND BEING 578.46 FEET IN ALL TO A "PK" NAIL FOUND; THENCE CONTINUING WITH PARCEL E-1 IN PART, AND THEN WITH PARCELS E-2 AND E-3 NORTH 29 DEGREES 59 MINUTES 38 SECONDS WEST 753.04 FEET TO THE POINT OF BEGINNING CONTAINING 435,600 SQUARE FEET OR 10.0000 ACRES AS SHOWN ON A PLAT PREPARED BY ROSS, FRANCE AND RATLIFF, LTD. DATED JANUARY 18, 2007.


LARRY J. RATLIFF
LAND SURVEYOR
CERT. NO. 1211B



Ross, France & Ratliff, Ltd.

8802 SUDLEY ROAD • MANASSAS, VIRGINIA 20110-4731 • 703-361-4188 • FAX 703-361-6353 • email: rfrltd@erols.com

JANUARY 18, 2007

METES AND BOUNDS DESCRIPTION

A PORTION OF THE PROPERTY OF

CITY OF MANASSAS
MANASSAS REGIONAL AIRPORT – EAST COMPLEX

LEASE AREA “C”
(PARCEL E-1-2)

CITY OF MANASSAS, VIRGINIA

BEGINNING AT A “PK” NAIL FOUND WITHIN THE EAST COMPLEX OF MANASSAS REGIONAL AIRPORT, SAID “PK” NAIL BEING THE FOLLOWING COURSES AND DISTANCES FROM A NAIL & CAP FOUND MARKING THE CENTERLINE OF THE NORTHWESTERLY END OF EXISTING AIRPORT RUNWAY 16L-34R:

SOUTH 29 DEGREES 59 MINUTES 38 SECONDS EAST 1,114.07 FEET;
NORTH 60 DEGREES 00 MINUTES 22 SECONDS EAST 1,096.00 FEET; THENCE DEPARTING SAID POINT OF BEGINNING AND THROUGH THE MANASSAS REGIONAL AIRPORT PROPERTY NORTH 60 DEGREES 00 MINUTES 22 SECONDS EAST 164.00 FEET TO A “PK” NAIL FOUND IN THE LINE OF LEASE AREA “D” (PARCEL E-1-3); THENCE WITH LEASE AREA “D” IN PART, AND THEN CONTINUING THROUGH THE MANASSAS REGIONAL AIRPORT PROPERTY, SOUTH 29 DEGREES 59 MINUTES 38 SECONDS EAST, CROSSING A “PK” NAIL FOUND AT 86.00 FEET, AND BEING 207.50 FEET IN ALL TO A “PK” NAIL FOUND; THENCE CONTINUING THROUGH THE MANASSAS REGIONAL AIRPORT PROPERTY THE FOLLOWING COURSES AND DISTANCES:

SOUTH 60 DEGREES 00 MINUTES 22 SECONDS WEST 164.00 FEET TO A “PK” NAIL FOUND;

NORTH 29 DEGREES 59 MINUTES 38 SECONDS WEST 207.50 FEET TO THE POINT OF BEGINNING CONTAINING 34,030 SQUARE FEET OR 0.7812 ACRE AS SHOWN ON A PLAT PREPARED BY ROSS, FRANCE AND RATLIFF, LTD. DATED JANUARY 18, 2007.

LARRY J. RATLIFF
LAND SURVEYOR
CERT. NO. 1211B



Ross, France & Ratliff, Ltd.

8802 SUDLEY ROAD • MANASSAS, VIRGINIA 20110-4731 • 703-361-4188 • FAX 703-361-8353 • email: rfrltd@erols.com

JANUARY 18, 2007

METES AND BOUNDS DESCRIPTION

A PORTION OF THE PROPERTY OF

CITY OF MANASSAS
MANASSAS REGIONAL AIRPORT – EAST COMPLEX

LEASE AREA "D"
(PARCEL E-1-3)

CITY OF MANASSAS, VIRGINIA

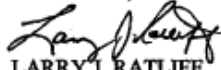
BEGINNING AT AN IRON PIPE FOUND IN THE SOUTHEASTERLY LINE OF LEASE AREA "B" (PARCELS E-1, E-2 & E-3), SAID IRON PIPE FOUND BEING THE FOLLOWING COURSES AND DISTANCES FROM A NAIL & CAP FOUND MARKING THE CENTERLINE OF THE NORTHWESTERLY END OF EXISTING AIRPORT RUNWAY 16L-34R:

SOUTH 29 DEGREES 59 MINUTES 38 SECONDS EAST 1,051.57 FEET;

NORTH 60 DEGREES 00 MINUTES 22 SECONDS EAST 1,260.00 FEET; THENCE DEPARTING SAID POINT OF BEGINNING AND WITH SAID SOUTHEASTERLY LINE OF LEASE AREA "B" NORTH 60 DEGREES 00 MINUTES 22 SECONDS EAST 482.46 FEET TO AN IRON PIPE FOUND; THENCE DEPARTING LEASE AREA "B" AND WITH NEW LINES THROUGH THE MANASSAS REGIONAL AIRPORT-EAST COMPLEX PROPERTY THE FOLLOWING COURSES AND DISTANCES:

SOUTH 29 DEGREES 59 MINUTES 38 SECONDS EAST 148.50 FEET TO AN IRON PIPE SET;

SOUTH 60 DEGREES 00 MINUTES 22 SECONDS WEST 482.46 FEET TO A "PK" NAIL FOUND IN THE NORTHEASTERLY LINE OF LEASE AREA "C" (PARCEL E-1-2); THENCE WITH LEASE AREA "C" IN PART, AND THEN CONTINUING THROUGH THE MANASSAS REGIONAL AIRPORT-EAST COMPLEX PROPERTY, NORTH 29 DEGREES 59 MINUTES 38 SECONDS WEST, CROSSING A "PK" NAIL FOUND AT 86.00 FEET, AND BEING 148.50 FEET IN ALL TO THE POINT OF BEGINNING CONTAINING 71,645 SQUARE FEET OR 1.6447 ACRES AS SHOWN ON A PLAT PREPARED BY ROSS, FRANCE AND RATLIFF, LTD. DATED JANUARY 18, 2007.


LARRY J. RATLIFF
LAND SURVEYOR
CERT. NO. 1211B

CONSENT AND ESTOPPEL AGREEMENT

THIS CONSENT AND ESTOPPEL AGREEMENT (this “Consent”), dated as of _____, 2021, is executed by THE CITY OF MANASSAS (“Lessor”) and MANASSAS FBO LLC (“Lessee”).

WHEREAS, Lessee is the lessee under that certain Franchise Agreement, dated January 1, 2004 (the “Franchise Agreement”) originally made by and between Lessor and AIRPORT DEVELOPMENT GROUP, LLC (“Airport Development”), pursuant to which Lessor granted to Airport Development the privilege of using the Premises for administration and operations offices, maintenance shops and lounges used in connection with the purposes authorized under the Franchise Agreement; parking, storage, servicing, repair and maintenance of aircraft; corporate flight operations, FAA Part 145 repair station, and maintenance shops; and sale of new and used aircraft on those certain parcels of land consisting of approximately 1.69 acres of land identified as Parcels E-3-H and E-3-I, all located within the Manassas Regional Airport in the City of Manassas, described in Article 2 of the Franchise Agreement and as more particularly described in Exhibit A hereto (together with all improvements located thereon, “Premises”);

WHEREAS, the interests of Airport Development as lessee under the Franchise Agreement were assigned to ZENITH PROPERTIES, LLC (“Zenith”) with the consent of Lessor;

WHEREAS, Zenith subsequently assigned its rights under the Franchise Agreement to Lessee with the consent of the Lessor;

WHEREAS Lessee proposes to sell a majority of its member’s ownership interests in and to Lessee (the “Assignment”) to RW Pegasus Holdings, LLC, or its nominee (“RW”), pursuant to a Merger Agreement dated as of October 31, 2021; and

WHEREAS, Lessee has requested Lessor’s consent to the Assignment in accordance with the Franchise Agreement, and Lessor has agreed to provide such consent on the conditions as hereinafter set forth.

NOW, THEREFORE, in consideration of the promises and the continuing obligations in force under the Franchise Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. **Consent.** Lessor consents to the Assignment to RW. Lessor agrees, in the event the Assignment is completed, to continue to recognize Lessee as the lessee under the Franchise Agreement.

2. **Non-Disturbance.** Lessor confirms that Lessor shall not, in the absence of an uncured default by Lessee under the Franchise Agreement, and then only in accordance with the terms of the Franchise Agreement, disturb the possession, interest or quiet enjoyment of Lessee.

3. **Amendments or Modifications.** Except provided by its terms, the Franchise Agreement shall not be modified, terminated, amended, altered or cancelled without a written agreement between Lessor and the holder of the lessee’s interest therein.

4. **Lessor's Representations and Warranties.** Lessor certifies to Lessee and RW as follows:

(a) The Franchise Agreement is in full force and effect, and a complete and correct copy of the Franchise Agreement is attached as Exhibit B hereto (which copy may be omitted from any recordation of this Consent).

(b) To the best of Lessor's knowledge, no uncured events of default by Airport Development, Zenith, Lessee or Lessor have occurred under the Franchise Agreement and Lessor knows of no act or omission by any of Airport Development, Zenith, Lessee or Lessor that would become an event of default upon the giving of notice or the passage of time.

(c) Lessee has performed the obligations listed in Article 6 of the Franchise Agreement.

(d) As of the date hereof, no rent is due from Lessee under the Franchise Agreement and Lessee has paid no rent more than 30 days in advance.

(e) As of the date hereof, Lessee has paid all additional rent due under Article 17 of the Franchise Agreement and Lessee has paid no additional rent more than 30 days in advance.

(f) The current uses of the Premises comply with Article 3 of the Franchise Agreement.

(g) Lessee has properly and timely completed all improvements required under Article 4 of the Franchise Agreement and such improvements have been accepted by Lessor.

(h) To the best of Lessor's knowledge, Lessee has properly and timely performed all of the maintenance and repairs required under Article 5 of the Franchise Agreement.

(i) To the best of Lessor's knowledge, Lessee has properly and timely performed the non-discrimination requirements and affirmative action program requirements set forth in Article 14 of the Franchise Agreement.

(j) Lessor has received copies of all licenses and permits required under Article 15 of the Franchise Agreement.

(k) Lessee has provided the Lessor with satisfactory evidence that Lessee has obtained and is maintaining all of the insurance required under Article 29 of the Franchise Agreement.

(l) To the best of Lessor's knowledge, Lessee is in compliance with all requirements of Article 30 of the Franchise Agreement related to hazardous materials and compliance with laws and environmental laws.

(m) There are no violations or orders pending by Lessor against Lessee or the Premises.

(n) The expiration date of the Franchise Agreement is midnight on December 31, 2044.

5. **Further Provisions.** The general notice provision is Article 24 of the Franchise Agreement is hereby amended to address notices to Lessee as follows:

c/o APP Jet Center Fort Pierce
2982 Curtis King Boulevard
Fort Pierce, FL 34946

With a copy to:

Ridgewood Infrastructure, LLC
34 E 51st Street, 9th Floor
New York, NY 10022
Attention: Ryan Stewart

6. **Assignee's Covenants.** As evidenced by its authorized signature below, upon the execution of the Assignment, Lessee pursuant to Section 12.3 of the Franchise Agreement, accepts and agrees to all of the terms, conditions and provisions of the Franchise Agreement, and agrees to accept and discharge all of the covenants and obligations of the Lessee under the Franchise Agreement, including but not limited to the payment of all sums due and to become due by Lessee under the terms of the Franchise Agreement.

7. **Terms of the Franchise Agreement.** The foregoing provisions notwithstanding, the terms and conditions of the Franchise Agreement shall remain in full force and effect.

8. **Effectiveness.** This Consent shall be binding upon Lessor and its respective successors and assigns.

9. **Severability.** In the event that any one or more of the provisions contained in this Consent shall be determined to be invalid, illegal or unenforceable in any respect for any reason, the validity, legality and enforceability of any such provision or provisions in every other respect, and the remaining provisions contained herein, shall not be in any way affected or impaired.

10. **Headings.** The headings of the sections of this Consent are inserted for convenience only and shall not constitute a part hereof or affect in any way the meaning or interpretation of this Consent.

11. **Governing Law.** This Consent shall be governed and construed in accordance with the laws of the Commonwealth of Virginia.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have executed this Consent as of the day and year first before set forth.

CITY OF MANASSAS

By: _____

Name: _____

Title: _____

COMMONWEALTH OF VIRGINIA

CITY / COUNTY OF _____:

The foregoing instrument was acknowledged before me this ____ day of _____, 2021, by _____, who is the _____ of the CITY OF MANASSAS, a Virginia municipal corporation.

Notary Public

My Commission expires the ____ day of _____, _____

MANASSAS FBO LLC

By: APP Properties, Inc., its sole member

By: _____

Name: _____

Title: _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2021, by _____, who is the _____ of APP PROPERTIES, INC., sole member of MANASSAS FBO LLC, a Virginia limited liability company, on behalf of the limited liability company.

Notary Public

My Commission expires the ____ day of _____, _____

MANASSAS FBO LLC

By:

By: _____

Name: _____

Title: _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2021, by _____, who is the _____ of _____, sole member of MANASSAS FBO LLC, a Virginia limited liability company, on behalf of the limited liability company.

Notary Public

My Commission expires the ____ day of _____, _____

EXHIBIT "A"

LEGAL DESCRIPTION

[Attached]

Ross, France & Ratliff, Ltd.

8802 SUDLEY ROAD • MANASSAS, VIRGINIA 20110-4731 • 703-361-4188 • FAX 703-361-6353 • email: rfrltd@erols.com

APRIL 6, 2004

METES AND BOUNDS DESCRIPTION

A PORTION OF THE PROPERTY OF

CITY OF MANASSAS
(MANASSAS REGIONAL AIRPORT - EAST COMPLEX)

LEASE PARCEL E-3-H

CITY OF MANASSAS, VIRGINIA

BEGINNING AT AN IRON PIPE FOUND WITHIN THE EAST COMPLEX OF THE MANASSAS REGIONAL AIRPORT PROPERTY, SAID IRON PIPE FOUND BEING THE SOUTHEASTERLY CORNER OF LEASE PARCEL E-3-F AND THE SOUTHWESTERLY CORNER OF THE PARCEL HEREIN DESCRIBED, SAID IRON PIPE FOUND BEING THE FOLLOWING COURSES AND DISTANCES FROM A "PK" NAIL FOUND MARKING THE CENTER-LINE OF THE NORTHERLY END OF RUNWAY 16L-34R:

SOUTH 29 DEGREES 59 MINUTES 38 SECONDS EAST 270.25 FEET;


NORTH 60 DEGREES 00 MINUTES 22 SECONDS EAST 1,369.00 FEET;

THENCE DEPARTING FROM THE POINT OF BEGINNING AND WITH LEASE PARCEL E-3-F NORTH 29 DEGREES 59 MINUTES 38 SECONDS WEST 175.00 FEET TO AN IRON PIPE FOUND; THENCE THROUGH THE CITY OF MANASSAS PROPERTY (MANASSAS REGIONAL AIRPORT - EAST COMPLEX) THE FOLLOWING COURSES AND DISTANCES:

NORTH 60 DEGREES 00 MINUTES 22 SECONDS EAST 150.25 FEET TO AN IRON PIPE SET IN THE LINE OF LEASE PARCEL E-3-I;

SOUTH 29 DEGREES 59 MINUTES 38 SECONDS EAST 175.00 FEET TO AN IRON PIPE SET;

SOUTH 60 DEGREES 00 MINUTES 22 SECONDS WEST 150.25 FEET TO THE POINT OF BEGINNING CONTAINING 26,294 SQUARE FEET OR 0.60363 ACRE AS SHOWN ON A LEASE PLAT PREPARED BY ROSS, FRANCE AND RATLIFF, LTD. DATED APRIL 6, 2004 WHICH IS PART OF THIS DESCRIPTION.


LARRY J. RATLIFF
LAND SURVEYOR
CERT. NO. 1211B

Ross, France & Ratliff, Ltd.

8802 SUDLEY ROAD • MANASSAS, VIRGINIA 20110-4731 • 703-361-4180 • FAX 703-361-6353 • email: rfrltd@erols.com

APRIL 6, 2004

METES AND BOUNDS DESCRIPTION

A PORTION OF THE PROPERTY OF

CITY OF MANASSAS
(MANASSAS REGIONAL AIRPORT - EAST COMPLEX)

LEASE PARCEL E-3-I

CITY OF MANASSAS, VIRGINIA

BEGINNING AT AN IRON PIPE SET WITHIN THE EAST COMPLEX OF THE MANASSAS REGIONAL AIRPORT PROPERTY, SAID IRON PIPE SET BEING THE SOUTHEASTERLY CORNER OF LEASE PARCEL E-3-H AND THE SOUTHWESTERLY CORNER OF THE PARCEL HEREIN DESCRIBED, SAID IRON PIPE SET BEING THE FOLLOWING COURSES AND DISTANCES FROM A "PK" NAIL FOUND MARKING THE CENTER-LINE OF THE NORTHERLY END OF RUNWAY 16L-34R:

SOUTH 29 DEGREES 59 MINUTES 38 SECONDS EAST 270.25 FEET;
NORTH 60 DEGREES 00 MINUTES 22 SECONDS EAST 1,519.25 FEET;
THENCE DEPARTING FROM THE POINT OF BEGINNING AND WITH THE NORTHEASTERLY LINE OF LEASE PARCEL E-3-H IN PART, AND THEN THROUGH THE EAST COMPLEX OF THE MANASSAS REGIONAL AIRPORT PROPERTY, NORTH 29 DEGREES 59 MINUTES 38 SECONDS WEST 249.00 FEET TO AN IRON PIPE SET IN THE LINE OF LEASE PARCEL E-3-G; THENCE WITH LEASE PARCEL E-3-G IN PART, AND THEN CONTINUING THROUGH THE EAST COMPLEX OF THE MANASSAS REGIONAL AIRPORT PROPERTY THE FOLLOWING COURSES AND DISTANCES:

NORTH 60 DEGREES 00 MINUTES 22 SECONDS EAST 202.09 FEET TO AN IRON PIPE SET;

SOUTH 36 DEGREES 31 MINUTES 02 SECONDS EAST 111.45 FEET TO AN IRON PIPE SET;

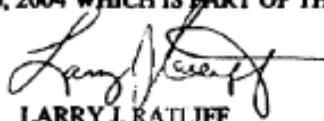
NORTH 60 DEGREES 00 MINUTES 22 SECONDS EAST 40.00 FEET TO AN IRON PIPE SET;

SOUTH 29 DEGREES 59 MINUTES 38 SECONDS EAST 138.28 FEET TO AN IRON PIPE SET;

PAGE 1 OF 2

METES AND BOUNDS DESCRIPTIONS CONTINUED, APRIL 6, 2004
MANASSAS REGIONAL AIRPORT - PARCEL E-3-1
PAGE 2 OF 2

SOUTH 60 DEGREES 00 MINUTES 22 SECONDS WEST 254.75 FEET TO
THE POINT OF BEGINNING CONTAINING 58,302 SQUARE FEET OR 1.33844
ACRES AS SHOWN ON A LEASE PLAT PREPARED BY ROSS, FRANCE AND
RATLIFF, LTD. DATED APRIL 6, 2004 WHICH IS PART OF THIS DESCRIPTION.



LARRY J. RATLIFF
LAND SURVEYOR
CERT. NO. 1211B



City of Manassas
Manassas City Council
9027 Center Street
Manassas, VA 20110

Meeting Date: November 18, 2021

Time Estimate: 5 Minutes

Agenda Title: Consideration of Renewal of the Land Lease for the Virginia Railway Express

Recommendation: Approve the VRE land lease for an additional twelve (12) months incorporating the 3% escalation in the monthly rent.

Motion: I hereby move that the Airport renew the lease agreements with VRE for another twelve (12) months with an effective date of December 1, 2021.

**Date Last Considered
by Airport Commission:** October 2020

**Summary and/or
Comments:** The Virginia Railway Express request for either amending the existing agreement to extend the term by 12-months or to execute a new short-term agreement with the City. VRE would like consideration of waiving the escalation for the period of November 2021 to November 2022, which escalation has historically been at the rate of 3% annually.

**Board – Committee – or
Commission Reviewed:**

Fiscal Impact:	Previous Annual Rent	\$21,752.40
	New Annual Rent	\$22,404.96
	Increase Annual Rent	\$652.56

Staff Contact(s): Juan Rivera, (703) 361-1882
Airport Director
jrivera@manassasva.gov

LAND LEASE AT THE MANASSAS REGIONAL AIRPORT

THIS LEASE AGREEMENT, made this 1st day of December 2021, by and between THE CITY OF MANASSAS, through its Airport Director, hereinafter referred to as the “City”; and, the POTOMAC AND RAPPAHANNOCK TRANSPORTATION COMMISSION (“PRTC”), and the NORTHERN VIRGINIA TRANSPORTATION COMMISSION (“NVTC”), together known as the VIRGINIA RAILWAY EXPRESS (“VRE”) ., hereinafter referred to as the “Lessee”.

WITNESSETH:

WHEREAS, the City is the owner of the premises known as the Manassas Regional Airport located in the City of Manassas, Virginia, and presently comprising approximately 880 acres, and wherever “Airport” is used in this Agreement it shall be construed to mean Manassas Regional Airport as it may be expanded from time to time; and

WHEREAS, the City is the sole owner of the following described real estate, to-wit: Lease Parcel at Manassas Regional Airport located on the West Complex and identified as Parcel (parcel); and

WHEREAS, Lessee desires to lease the premises for the purpose of a temporary parking lot for the Broad Run VRE Station; and

WHEREAS, the City and the Lessee are mutually desirous of entering into this Agreement (hereinafter referred to as “Agreement”) to permit such activities,

NOW, THEREFORE, in consideration of the premises and of the rents, covenants and conditions herein contained in this Agreement, the City hereby leases to the Lessee the area of the Airport described in Article 1 hereof (hereinafter referred to as “the Leased Premises”). The parties hereby agree as follows:

ARTICLE 1 DESCRIPTION OF THE PREMISES

The City agrees to lease and Lessee agrees to rent that certain land containing 34,022 square feet or 0.7810 acres, designated as VRE Lease Parcel on the attached plat, labeled Exhibit “A”, a copy of which is attached hereto and made a part hereof, which land is hereinafter referred to as the “Leased Premises.”

ARTICLE 2 TERM OF LEASE

Lessee agrees to lease the above-described Leased Premises for a period of Twelve (12) months commencing on the 1st day of December, 2021.

ARTICLE 3 IMPROVEMENTS

The Lessee agrees that any and all improvements constructed by lessee shall not impinge upon or interfere with the fiber optic easement previously granted by the City of Manassas to WillTell Communications.

Upon termination of this lease any improvements constructed by the Lessee become property of the Lessor.

ARTICLE 4 RENT

Lessee agrees to pay to the City at City of Manassas Treasurer's Office, 9027 Center Street, Manassas, Virginia, 20110, the sum of one thousand eight hundred sixty-seven and eight cents (\$1,867.08) per each month for the lease of the property, to be due and payable on the 1st day of each month beginning on the 1st day of December 2021. At the end of each twelve month period during the lease term the rent shall be increased by 3%.

ADDITIONAL RENTS & CHARGES

If the City elects to pay any sum or sums or incur any obligation or expense by reason of the failure, neglect or refusal of the Lessee to perform or fulfill any one or more of the conditions, covenants or agreements contained in this Agreement, or as the result of any act or omission of the Lessee contrary to said conditions, covenants or agreements, the Lessee hereby agrees to pay the sum or sums so paid or expense so incurred by the City as the result of such failure, neglect or refusal of the Lessee, including interest, at a rate of twelve percent (12%) per annum, together with all costs, damages and penalties including reasonable attorney fees with notice as described more fully herein. In such event, the total of such amounts may be added to any installment of rent thereafter due hereunder, and each and every part of the same shall be and become additional rent recoverable by the City in the same manner and with like remedies as if it were originally a part of the rent provided for in this Agreement.

In the event it is necessary for the airport to increase security because special threats or Federal mandates beyond the control of the Airport, the City of Manassas may establish fees or charges that are shared by all the airport users, including the VRE, with thirty (30) days notice to lessee.

The Lessee will contract with and obtain all required permits from the appropriate agencies for any utility services provided by the City, paying any required connection fees, including those to be paid by owners, and all such services will be provided at rates and on terms and conditions established by the City for similar users in the City.

The Lessee will also contract with the furnishers of all other utilities for the furnishing of such services to the Leased Premises and shall pay for all water, gas, electricity, sanitary sewer service, other utilities and telephone services furnished to the Leased Premises. The City shall

allow the providers of such utilities reasonable access to the boundaries of the Leased Premises for the installation of their utility systems.

LATE CHARGES

If Lessee fails to pay within three (3) days after the date which due, any installment of rent or any other payment due hereunder, any and all such unpaid amounts shall bear interest at the rate of five percent (5%) per month beginning on the due date and continuing until paid.

ARTICLE 5 ACCEPTANCE, CARE, MAINTENANCE, IMPROVEMENTS AND REPAIR

Lessee warrants it has inspected the Leased Premises and accepts possession of the Leased Premises “as is” in its present condition, and subject to all limitations imposed upon the use thereof by the rules and regulations of the Federal Aviation Administration, Virginia Department of Aviation, Airport Rules and Regulations and by ordinances of the City, and admits its suitability and sufficiency for the uses permitted hereunder. Except as may otherwise be provided for herein, the City shall not be required to maintain nor to make improvements, repairs or restoration upon or to the Leased Premises.

The Lessee shall throughout the term of this Agreement assume the entire responsibility, cost and expense for all repair and maintenance whatsoever on the Leased Premises, whether such repair or maintenance be ordinary or extraordinary, although acts of terrorism, acts of war, acts of God and force majeure are excluded. Additionally, the Lessee, without limiting the generality hereof, shall:

- A. Keep at all times, in a clean and orderly condition and appearance, the Leased Premises, equipment and personal property which are located on any part of the Leased Premises.
- B. Provide and maintain on the Leased Premises all obstruction lights, security lights and similar devices, and safety equipment required by law.
- C. Repair any damage caused by Lessee to paving or other surface of the Leased Premises caused by any oil, gasoline, grease, lubricants or other flammable liquids and substances having a corrosive or detrimental effect thereon. Normal wear and tear is acceptable.
- D. Take measures to prevent erosion, including but not limited to, the planting and replanting of grasses with respect to all portions of the Leased Premises not paved upon, and in particular shall plant, maintain and replant any landscaped areas.
- E. Be responsible for the maintenance and repair of all utility service lines placed on the Leased Premises and used by the Lessee exclusively, including, but not

limited to, water lines, gas lines, electrical power and telephone conduits and sanitary sewers and storm sewers. Those lines that are used jointly are not the exclusive responsibility of the Lessee

- F. Be responsible for snow removal, appropriate for lot surface, and grass cutting on the Leased Premises.

The Airport Director may at anytime during regular working hours enter upon the property to determine if maintenance satisfactory to Lessor is being accomplished. If in the Airport Director's reasonable judgment, the Lessee is not satisfactorily maintaining the property, he or she shall notify the Lessee in writing, giving specifics of his or her findings. Lessee's failure to complete the necessary improvements within thirty (30) days, or such longer time as the Airport Director may reasonably allow, will result in Lessee being in default under Article 22 of this Land Lease.

In the event the Lessee fails: (a) to commence to maintain, clean, or repair within a period of thirty (30) days after written notice from the Airport Director to do any maintenance or repair work required to be done under the provisions of this Agreement, other than preventive maintenance; (b) or within a period of ninety (90) days if the said notice specifies that the work to be accomplished by the Lessee involves preventive maintenance only; (c) or to diligently continue to complete any maintenance or repairs as required under this Agreement; then, the City may, at its option, and in addition to any other remedies which may be available to it, enter the premises involved, without such entering causing or constituting a cancellation of this Agreement or an interference with the possession of the Leased Premises, and repair all or any part of the Leased Premises, and do all things reasonably necessary to accomplish the work required, and the cost and expense thereof shall be payable to the City by the Lessee on demand. Provided, however, if in the opinion of the City, the Lessee's failure to perform any such maintenance endangers the safety of the public, the employees or property of the City or other tenants at the Airport, and the City so states same in its notice to the Lessee, the City may at its sole option, in addition to all other remedies which may be available to it, elect to perform such maintenance at any time after the giving of such notice, and the Lessee agrees to pay to the City the cost and expense of such performance on demand. The City's costs and expenses shall include, but not be limited to, all direct and indirect costs and expenses of the City, its agents, contractors, and employees and all financing charges, if any, and all allocations of fringe benefits, overhead, and legal charges. Furthermore, should the City, its officers, employees or agents undertake any work hereunder, the Lessee hereby waives any claim for damages, consequential or otherwise, as a result thereof except for claims for damages arising from the sole negligence of the City, its agents and contractors. The foregoing shall in no way affect or alter the primary obligations of Lessee as set forth in this Agreement, and shall not impose or be construed to impose upon the City any obligations to maintain the Leased Premises, unless specifically stated otherwise herein.

Plans for all Improvements shall be submitted to and receive the written approval of the City, and no such work shall be commenced until such written approvals are obtained from the City. The City shall advise the Lessee within thirty (30) days after receipt of the written request, together with copies of the plans and specifications for the proposed Improvements in sufficient

detail to make a proper review thereof, of its approval or disapproval of the proposed work, and in the event it disapproves, stating its reasons therefore. The criteria for the City's review shall be consistency with City ordinances, Federal Aviation Administration Advisory Circulars, Aviation Code of Virginia and the Statewide Building Code, Airport Rules and Regulations, compatibility with the Airport's architecture, and functionality for present and future uses appropriate to the Airport.

If the Lessee makes any Improvements without City approval that are disapproved of by the City, then, upon notice the Lessee shall remove the Improvement or at the option of the City cause the same to be changed to reasonable satisfaction of the City. If the Lessee fails to comply with such notice within thirty (30) days or to commence to comply and pursue diligently to completion, the City may effect the removal or change and the Lessee shall pay the cost thereof to the City.

ARTICLE 6 ADDITIONAL OBLIGATIONS OF LESSEE

The Lessee shall conduct its operations hereunder in an orderly and proper manner, considering the nature of such operation so as not to unreasonably annoy, disturb, endanger or be offensive to others.

Further, the Lessee shall take all reasonable measures not to produce on the Airport through the operation of machinery or equipment any electrical, electronic or other disturbance that interferes with the operation by the City or the Federal Aviation Administration's operation of navigational, communication or flight equipment on the Airport or on aircraft using the Airport, or with ground transportation communications.

The Lessee shall control the conduct and demeanor of its officers, agents, employees, invites and, upon objection from the City concerning the conduct or demeanor of any such person, the Lessee shall immediately take all lawful steps necessary to remove the cause of the objection.

If the City shall so request, the Lessee agrees to require its employees to wear or carry badges or other suitable means of identification, which shall be subject to the prior and continuing approval of the Airport Director.

The Lessee shall comply with all health and safety laws and requirements and any other federal, state or municipal laws, ordinances, rules, regulations and requirements, applicable to the Leased Premises and/or the improvements thereon and its operations at the Airport hereunder.

Lessee shall be responsible for removal from the Airport, or otherwise disposing of in a manner approved by the City, all garbage, debris and other waste materials (whether solid or liquid) arising out of its occupancy of the Leased Premises or out of its operations. The Lessee shall dispose of its sewage through the City's system.

Piling of boxes, cartons, barrels or other similar items, in an unsightly or unsafe manner, on or about the Leased Premises is forbidden. The manner of handling and disposing of trash, garbage and other refuse and the frequency of removal thereof from the Airport premises shall at all times be subject to the rules, regulations and approval of the City. Lessee shall use extreme care when effecting removal of all such waste to prevent littering the Airport premises.

The Lessee shall not do, nor permit to be done, anything which may interfere with the effectiveness or accessibility of the drainage system, sewerage system, fire protection system, sprinkler system, alarm or security system and fire hydrants and hoses, if any, installed or located on the Leased Premises.

The Lessee shall not overload any paved area on the Leased Premises, or paved area elsewhere on the Airport, and shall repair at the Lessee's expense any structure, structural member, or any paved area damaged by overloading without limiting the Lessee's obligations of this Agreement.

The Lessee expressly agrees for itself to restrict the height of structures, objects of natural growth and other obstructions on the hereinafter described real property to such a height so as to comply with Federal Aviation Regulations, Part 77, and/or any other regulations promulgated by proper authority.

The Lessee, at its own expense, agrees to remove all snow and ice, appropriate for lot surface, from the Leased Premises. The Lessee or its contractors will not interfere with any snow or ice removal operations being conducted by the Airport or its contractors.

The Lessee shall be prohibited from keeping any animals, domestic or otherwise, within the Lease Premises, except for those animals such as Seeing Eye dogs and others protected by federal accessibility standards.

ARTICLE 7 INGRESS AND EGRESS

The Lessee shall have the right of ingress and egress between the Leased Premises and the entrance(s) to the Airport by means of connecting paved roads. The Lessee shall also have the right to ingress and egress shall be in common with others having rights of passage thereon, and may be used except when the Airport is closed to the public.

The City may, at any time, temporarily or permanently close or consent to or request the closing of any such roadway or access gate and any other way at, in or near the Leased Premises presently or hereafter used as such, so long as a reasonable means of ingress and egress as provided above remains available to the Lessee. The Lessee shall not do or permit anything to be done which will interfere with the free access and passage of others to space adjacent to the Leased Premises or in any streets or roadways or access gates near the Leased Premises.

ARTICLE 8 AIRPORT SECURITY

It is understood and agreed that while the City will make reasonable efforts to provide a safe and secure airport environment, the City makes no warranty, expressed or implied, that the security services it contracts for will avert or prevent occurrences, or the consequences there from, which may result in loss or damage to the Lessee.

Lessee agrees that the City shall not be liable for any loss or damage of a security related nature, irrespective of origin, to person or to property, whether directly or indirectly caused by the performance or nonperformance of contract security service personnel.

The Lessee shall be responsible for securing its area at all times and will make every effort to prevent unauthorized personnel or vehicles from entering on the Leased Premises. The Lessee shall abide by the Airport's Security Plan as written and as amended in the future.

ARTICLE 9 LIABILITIES AND INDEMNITIES

The City shall not in any way be liable for any cost, liability, damage or injury occurring on the Leased Premises or the Airport including cost of suit and expenses of legal services, claimed or recovered by any person whomsoever, or occurring on the Leased Premises, or the Airport, or as a result of any operations, works, acts or omissions performed on the Leased Premises or the Airport, by the Lessee, its sublessees or tenants, or their guests or invitees.

The Lessee has agreed to secure insurance, pursuant to Article 12 of this Lease, as full coverage for any and all damages that may result from the actions of the Lessee, its guests or invitees.

ARTICLE 10 RULES AND REGULATIONS AND MINIMUM STANDARDS

From time to time, the City may adopt, amend and enforce rules and regulations and minimum standards with respect to the occupancy and use of the Airport. The Lessee agrees to observe and obey any and all such rules and regulations and minimum standards and all other Federal, Commonwealth and municipal rules, regulations and laws, as amended, and to require its officers, agents, employees, contractors, and suppliers, to observe and obey the same. The City reserves the right to deny access to the Airport and its facilities to any person, firm or corporation that fails or refuses to obey and comply with such rules, regulations or laws.

ARTICLE 11 NON-DISCRIMINATION

The Lessee as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that: (1) no person on the ground of race, creed, color, national origin, or sex shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the Leased Premises; (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, creed, color, national origin or sex shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; (3) that the Lessee shall use the Leased Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, 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.

ARTICLE 12 INSURANCE

Lessee shall, at its own cost and expense, take out and maintain such insurance for the term of this Agreement as the Lessee is required under the Workers' Compensation Act; and also take out and maintain such public liability insurance as will protect the Lessee, the City from any claims for damage to persons, property, etc., arising out of, occurring or caused by operations under this Agreement by the Lessee or otherwise arising out of this Agreement. The policy will provide the amounts of insurance specified below. Before execution of this Agreement, certificates of insurance in form acceptable to the City should be submitted to the City. Each certificate shall have endorsed thereon:

“No cancellation or change in the policy shall become effective until after thirty (30) days notice by registered mail to the Airport Director, Manassas Regional Airport, P. O. Box 560, Manassas, Virginia 20108.”

The City will review the minimum insurance coverage required every year during the term of this Agreement. The City shall have the right to direct Lessee to increase the minimum insurance requirement every year. All required insurance must be in effect and so continue during the life of this Agreement in not less than the following amounts for the first year of the Agreement:

- A. Workers' Compensation Unlimited - Statutory - in compliance with the Workers Compensation Law of the Commonwealth of Virginia.
- B. General Liability Insurance with a maximum combined single limit of \$5,000,000 per occurrence. This insurance shall indicate on the Certificate of Insurance the following coverages:
 - 1. Premises and Operations
 - 2. Independent Contractor and Subcontractors

3. Death and Personal Injury

- C. Automobile Liability Insurance with maximum limits of liability (single limit per occurrence) of \$1,000,000 for bodily injury and \$500,000 for property damage.

This insurance shall include for bodily injury and property damage the following coverages:

1. Owned Automobiles
2. Hired Automobiles
3. Non-Owned Automobiles

- D. Disability Benefits: The Contractor shall provide proof of compliance with the Disability Benefits Law.

Location of operation shall be "All locations in the City of Manassas, Virginia".

Nothing herein contained shall prevent the Lessee from taking out any other insurance for protection of its interest which it deems advisable or necessary.

ARTICLE 13 LOSS OR DAMAGE TO PROPERTY OR PERSONS

All personal property belonging to the Lessee, located on or about the premises shall be there at the sole risk of the Lessee; and neither the City nor the City's agent shall be liable for the theft or misappropriation thereof nor for any damage or injury thereto, nor for damage or injury to the Lessee or any of its officers, agents or employees or to other persons or to any property caused by fire, explosion or by any act or neglect of the Lessees due to any other cause whatsoever, unless resulting from the willful acts of the City, its employees, agents or representatives. Lessee shall give immediate notice to the City in case of fire or accident in the premises or of any defects, damage or injury therein or in any fixtures or equipment.

ARTICLE 14 HAZARDOUS MATERIALS

Lessee warrants that no industrial, toxic or hazardous waste will be disposed in the sewer system, dumpster or any other location on the Airport. Disposal shall be in accordance with all appropriate city, county, state and federal regulations. Lessor may require a bond or insurance sufficient to guarantee clean up in the event of a spill.

Lessee further warrants that no industrial, toxic or hazardous waste will be stored on or upon the demised Premises without the prior written consent and approval of the Lessor which under no circumstance will be given absent Lessee's first obtaining all studies or reports required by the respective local, state and federal governmental agencies, all permits, authorization and licenses required by the respective local, state and federal governmental agencies, and without

Lessee having first obtained, constructed or otherwise provided, at Lessee's own expenses, storage facilities meeting all requirements of all local, state and federal governmental agencies who have jurisdiction.

Should Lessee's activities on or upon the demised Premises result in toxic or hazardous waste contamination of the Premises, Lessee agree to take full responsibility for the cost of the clean up of the same, further agrees to indemnify and hold harmless the Lessor for the same, and to defend Lessor at the Lessee's expense in any proceeding arising from, or resulting from such contamination which is determined by an objective finder of fact to be the fault of the Lessee. Lessee further agrees to compensate Lessor for any loss or diminution in value of the demised Premises resulting from or arising out of such contamination.

ARTICLE 15 REPAIRS AND MAINTENANCE

Lessee shall take good care of the premises and fixtures therein located and, at the expiration or earlier termination or cancellation of this lease, shall surrender the premises in as good condition as at the time of delivery, subject to reasonable wear and tear.

ARTICLE 16 SERVICES AND UTILITIES

During the term of this Lease, Lessee shall be responsible for providing any and all utilities to the leased property. The City will not provide water, sewer, electrical power, or waste disposal. In the event that the Lessee requires electrical power, the Lessee will be permitted to have an electrical line run, after receiving approval from the City and the City of Manassas Utilities Department.

ARTICLE 17 CONDEMNATION

In the event that the Leased Premises or any part thereof shall be condemned and taken by authority of eminent domain for any purpose during the term of this Agreement or sold to such authority in lieu of a taking (collectively, a "condemnation"), any award which shall be made as a result of such condemnation shall be paid to the City, it being understood that title to all real property and all improvements thereon remains fully vested in the City free and clear of any liens or encumbrances; provided, however, that the Lessee, consistent with its rights under applicable law, may appear in any such condemnation proceeding and present its claims for damages, if any, arising from such condemnation.

Rentals for that portion of the Leased Premises condemned shall be abated from the date that the Lessee is dispossessed therefrom; provided, however, if all of the Leased Premises are

condemned or if a portion of the Leased Premises are condemned and in the Lessee's judgment, the remaining portion of the Leased Premises is insufficient for the Lessee's operations authorized hereunder, the Lessee may terminate this Agreement and all of its rights and unaccrued obligations hereunder effective as of the date it is dispossessed of the condemned portion (or effective) as of the date thereafter and within 90 days of the date of such dispossession by giving the City 30 days written notice of such termination.

The Lessee shall be entitled to the award made for a temporary taking of possession of all or part of the Leased Premises for any period of time within the term of this Agreement. Such award shall be full compensation to the Lessee for such temporary taking and no claims for damages arising out of the temporary taking shall be made against the City.

ARTICLE 18 QUIET ENJOYMENT

The City covenants that as long as the Lessee is not in default of any provision of this Agreement, the Lessee shall and may peaceably and quietly have, hold and enjoy the Leased Premises exclusively to it and the rights appurtenant to the Leased Premises granted in this Agreement during the term hereof unless sooner canceled as provided in this Agreement.

ARTICLE 19 USE OF PREMISES

The parties expressly agree that this Lease is executed in order that Lessee may provide a parking facility of approximately 100 spaces to add to available parking at the Lessee's Broad Run train station and for no other purpose.

Lessee agrees to observe all reasonable rules and regulations from time to time promulgated by City, which in the City's judgment are needed for the general well-being, safety, care, and cleanliness of the premises and the temporary structure, if any, provided, however, that any such rules and regulations shall be of general application to all other Lessees and occupants of similarly situated Lessees at the Airport. Such rules and regulations are incorporated herein as if fully set forth. A breach of a rule or regulation shall constitute a breach of this lease. The rules and regulations may, in the sole discretion of the City, be modified from time to time, so long as they do not affect a material change in this lease. Such rules shall include, but are not limited to, the following:

- A. The Lessee shall not install or permit the installation of any temporary or permanent structure without the prior written approval of the City.
- B. No locks shall be placed upon any gate in the premises unless keys therefor are given to the City for use in emergencies.

- C. The Lessee shall not construct, maintain, use or operate within the premises any equipment or machinery which produces music, sound or noise which is audible beyond the premises.
- D. Electric and telephone floor distribution boxes must remain accessible at all times.

ARTICLE 20 GOVERNMENTAL REQUIREMENTS

The Lessee shall procure all licenses, certificates, permits or other authorization from all governmental authorities, if any, having jurisdiction over the Lessee's operations at the Leased Premises which may be necessary for the Lessee's operations thereat. This includes but is not limited to the Federal Aviation Administration and Virginia Department of Aviation.

The Lessee shall pay all taxes, licenses, certification, permit and examination fees and excise taxes which may be assessed, levied, exacted or imposed on the Leased Premises or operation hereunder or on the gross receipts or gross income to the Lessee there from, and shall make all applications, reports and returns required in connection therewith.

In addition to compliance by the Lessee with all laws, ordinances, governmental rules, regulations and orders now or at any time in effect during the term hereunder which as a matter of law are applicable to the operation, use or maintenance by the Lessee of the Leased Premises or the operations of the Lessee under this Agreement, the Lessee agrees that it shall conduct all its operations under the Agreement and shall operate, use and maintain the Leased Premises in such manner that there will be at all times a practicable minimum of air pollution.

ARTICLE 21 RIGHTS OF ENTRY RESERVED

The City, by its officers, employees, agents, representatives and contractors shall have the right at all reasonable times to enter upon the Leased Premises for any and all purposes not inconsistent with this Agreement, provided, such action by the City, its officers, employees, agents, representatives and contractors does not unreasonably interfere with the Lessee's use, occupancy, or security requirements of the Leased Premises.

In the event that any personal property of the Lessee shall obstruct the access of the City, its officers, employees, agents or contractors, or the utility, mechanical, electrical and other systems, and thus shall interfere with the inspection, maintenance or repair of any such system, the Lessee shall move such property, as directed by the City or said utility company, in order that access may be had to the system or part thereof for inspection, maintenance or repair. If the Lessee shall fail to so move such property after direction from the City or said utility company to do so, the City or the utility company may move it, and the Lessee hereby agrees to pay the cost

of such moving upon demand, and further the Lessee hereby waives any claim against the City for damages as a result there from, except for claims for damages arising from the City's sole negligence.

At any reasonable time, and from time to time during the ordinary business hours, the City, by its officers, agents and employees, whether or not accompanied by a prospective lessee, occupier or user of the Leased Premises, shall have the right to enter thereon for the purpose of exhibiting and viewing all parts of the same, subject to the Lessee's reasonable security requirements.

Exercise of any or all of the foregoing rights in this Article, by the City, or others under right of the City, shall not be, nor be construed to be, an eviction of the Lessee, nor be made the grounds for any abatement of rental nor any claim or demand for damages against the City, consequential or otherwise, except claims for damage to person or property caused solely by the negligence of the City.

ARTICLE 22

TERMINATION & DEFAULT

In the event of a default on the part of the Lessee in the payment of rents, arrears or any other charges required by this Agreement to be paid to the City, the City shall give written notice to the Lessee of such default, and demand the immediate cancellation of this Agreement and full payment of amounts due thereunder, including all arrears and interest thereon. If, within five (5) days after the date the City gives such notice of non-payment, the Lessee has not corrected said default, and paid the delinquent amounts in full, the City may, by written notice to the Lessee, terminate this Agreement and all rights and privileges granted hereby in and to the Leased Premises.

This Agreement together with all rights and privileges granted in and to the Leased Premises shall terminate automatically, upon the happening of any one or more of the following events:

- A. The filing by the Lessee of a voluntary petition in bankruptcy, or any assignment for benefit of creditors of all or any part of the Lessee's assets; or,
- B. Any institution of proceedings in bankruptcy against the Lessee; provided, however, that the Lessee may defeat such termination if the petition is dismissed within sixty (60) days after the institution thereof; or
- C. The filing of a petition requesting a court to take jurisdiction of the Lessee or its assets under the provision of any Federal reorganization act which, if it is an involuntary petition is not dismissed within sixty (60) days after its being filed; or

- D. The filing of a request for the appointment of a receiver or trustee of the Lessee's assets by a court of competent jurisdiction, which if the request is not made by the Lessee, is not rejected within sixty (60) days after being made, or the request for the appointment of a receiver or trustee of the Lessee's assets by a voluntary agreement with the Lessee's creditors; or
- E. The abandonment by Lessee of the conduct of its authorized business at the Airport and in this connection, suspension of operations for a period of (60) days will be considered abandonment in the absence of a satisfactory explanation, which is accepted in writing by the City; or
- F. Upon the default by the Lessee in the performance of any covenant or conditions required to be performed by the Lessee, and the failure of the Lessee to remedy such default for a period of thirty (30) days or such other period as is provided in the Agreement, after receipt from the City of written notice to remedy the same, except default in the payment of any money due the City, the City shall have the right to cancel this Agreement for such cause by notice to the Lessee.

Upon the default by Lessee, and the giving of notice of the default and cancellation by the City as provided for elsewhere herein, the notice of cancellation shall become final; provided, however, that should the City determine that the Lessee is diligently remedying such default to completion, and so advises the Lessee in writing, said notice of cancellation may be held in abeyance. If, however, the City determines that such default is no longer being diligently remedied to conclusion, the City shall so advise the Lessee in writing, and said notice of cancellation shall no longer be held in abeyance for any reason and shall become final without further notice to the Lessee. The determination of the City in this regard shall in all events be conclusive and binding upon the Lessee.

Upon the cancellation or termination of this Agreement for any reason, all rights of the Lessee shall terminate.

Failure by the City to take any authorized action upon default by the Lessee of any of the terms, covenants or conditions required to be performed, kept and observed by the Lessee shall not be construed to be, nor act as, a waiver of said default nor of any subsequent default of any of the terms, covenants and conditions contained herein to be performed, kept and observed by the Lessee. Acceptance of rentals by the City from the Lessee, or performance by the City under the terms hereof, for any period or periods after a default by the Lessee of any of the terms, covenants and conditions herein required to be performed, kept and observed by the Lessee shall not be deemed a waiver or estoppel of any right on the part of the City to cancel this Agreement for any subsequent failure by the Lessee to so perform, keep or observe any said terms, covenants or conditions.

ARTICLE 23

TERMINATION BY LESSEE

In addition to any other right of cancellation herein given to Lessee, or any rights to which it may be entitled by law, equity or otherwise, and as long as the Lessee is not in default in payment to the City of any amounts due the City under this Agreement, the Lessee may cancel this Agreement, and thereby terminate all of its rights and unaccrued obligation hereunder, by giving the City thirty (30) days advance written notice upon or after the happening of the following events:

- A. Issuance by a court of competent jurisdiction of an injunction which in any way substantially prevents or restrains the use of the Leased Premises, or any part thereof necessary to Lessee's business operations on the Airport, and which injunction remains in force for a period of at least thirty (30) days after the party against whom the injunction has been issued has exhausted or abandoned all appeals or one hundred twenty (120) days whichever is shorter, if such injunction is not necessitated by or issued as a result of an act or omission of Lessee; or
- B. The assumption by the United States Government or any authorized agency thereof, of the operation, control or use of the Airport and its facilities, or any substantial part thereof, in such a manner as substantially to restrict Lessee from operating its authorized Airport business for a continuous period of at least ninety (90) days.

ARTICLE 24 SERVICES TO LESSEE

The City covenants and agrees that during the term of this Agreement it will operate the Airport as such for the use and benefit of the public provided however, that the City may prohibit or limit any given type, kind, or class of aeronautical use of the Airport if such action is necessary for the safe operation of the Airport or necessary to serve the civil aviation needs of the public. The City further agrees to use its best efforts to maintain the runways and taxiways in good repair including the removal of snow. The City agrees to keep in good repair hard-surfaced public roads for access to the Leased Premises and remove snow therefrom. The City also agrees to provide and maintain water and sanitary sewer services in areas designated for utilities or easements adjacent to the Leased Premises for access thereto by the Lessee in accordance with the City policy governing same.

ARTICLE 25 SURRENDER AND RIGHT OF REENTRY

Upon the expiration, cancellation or termination of this Agreement pursuant to any terms hereof, the Lessee agrees peaceably to surrender up the Leased Premises to the City in the same condition as they may hereafter be repaired and improved by the Lessee; save and except, (a) such normal wear and tear thereof as could not have been prevented by ordinary and usual repairs and maintenance, (b) obsolescence in spite of repair, and (c) damage to or destruction of the leasehold improvements for which insurance proceeds are received by the City. Upon such cancellation or termination, the City may re-enter and repossess the Leased Premises, or pursue

any remedy permitted by law for the enforcement of any of the provisions of this Agreement, at the City's election. Furthermore, upon such cancellation or termination, and for a reasonable time thereafter (not exceeding thirty (30) days after such cancellation or termination, and for which period the Lessee will pay to the City current Agreement rentals), or during the term of this Agreement, if the Lessee is not in default in rentals or any other charges or obligations due the City, the Lessee shall have the right to remove its personal property, fixtures and trade equipment which it may have on the Leased Premises, provided the removal thereof does not impair, limit or destroy the utility of said Leased Premises, and provided, further, that the Lessee repairs all damages that might be occasioned by such removal, and restore the site to the condition above required.

ARTICLE 26 SIGNS AND LOGOS

The Lessee shall have the right to install one sign on the Leased Premises identifying it and its operations, provided, however, the subject matter, type, design, number, location and elevation of such signs, and whether lighted or unlighted, shall be subject to and in accordance with the written approval of the City. All signs must comply with the City's sign ordinance and all airport rules, regulations and minimum standards. No sign will be approved that may be confusing to aircraft pilots or automobile drivers or to the traffic, or which fails to conform to the architectural scheme of the Airport or meet the requirements of the City

ARTICLE 27 ASSIGNMENT & SUBLEASE

Lessee shall not assign or sublet the demised premises or any part thereof. Any assignment or transfer of this Agreement, or any rights of the Lessee hereunder, without the consent of the City, shall entitle the City at its option to forthwith cancel this Agreement.

ARTICLE 28 WARRANTY

City warrants that it has full legal authority and right to grant to Lessee the estate hereby demised and the easements thereunto pertaining.

ARTICLE 29 NOTICES

All notices, consents and approvals required or desired to be given by the parties hereto shall be sent in writing, and shall be deemed given when received at the recipient's notice address except that notice that must be given by a certain time to be effective and is sent registered or certified mail, postage prepaid, return receipt requested, addressed to the recipient's address shall

be deemed given when posted. Notice that starts the running of a time period and is delivered on a non-business day shall be deemed delivered on the next business day, if left at the notice address, or the next business day on which it is redelivered if it is not left at the notice address.

The notice addresses of the parties are as follows:

To the City: The Honorable Mayor Harry J. Parrish
 The City of Manassas
 Manassas Regional Airport
 9027 Center Street
 Manassas, Virginia 20110

With a copy to:

City of Manassas
Airport Director
Manassas Regional Airport
10600 Harry J. Parrish Blv.
Manassas, Virginia 20110

The Lessee: Virginia Railway Express
 Attn: Chief Executive Officer
 1500 King Street, Suite 202
 Alexandria, VA 22314-2730

Such addresses shall be subject to change from time to time to such other addresses as may have been specified in written notice given by the intended recipient to the sender.

ARTICLE 30 WAIVER

Any particular waiver of any covenant or condition of this Lease shall extend to the particular instance only and in the manner specified, and shall not be construed as applying to or in any manner waiving any further or other covenants, conditions or rights hereunder.

ARTICLE 31 SUBORDINATION

This Agreement is subject and subordinate to the following:

The City reserves the right to develop and improve the Airport as it sees fit, regardless of the desires or view of the Lessee, and without interference or hindrance by or on behalf of the Lessee, provided, the Lessee is not deprived of the use or access to the Leased Premises. Accordingly, nothing contained in this Agreement shall be construed to obligate the City to relocate the Lessee.

The City reserves the right to take any action it considers necessary to protect the aerial approaches to the Airport against obstruction, together with the right to prevent Lessee from erecting or permitting to be erected any building or other structure on the Airport which, in the opinion of the City, would limit the usefulness of the Airport or constitute a hazard to aircraft.

This Agreement is and shall be subordinate to the provision of existing and future agreements between the City and the United States relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the obtaining or expenditure of Federal funds for the benefit of the Airport.

During the time of war or national emergency, the City shall have the right to lease all or any part of the landing area or of the Airport to the United States for military or naval use, and if any such lease is executed, the provisions of this Agreement insofar as they may be inconsistent with the provisions of such lease to the Government, shall be suspended, but such suspension shall not extend the term of this Agreement. Abatement of rentals shall be reasonably determined by the City in proportion to the degree of interference with the Lessee's use of the Leased Premises.

Except to the extent required for the performance of any obligations of the Lessee hereunder, nothing contained in this Agreement shall grant to the Lessee any rights whatsoever in the airspace above the Leased Premises other than those rights which are subject to Federal Aviation Administration rules, regulations and orders currently or subsequently effective.

ARTICLE 32 ENTIRE AGREEMENT

This Lease, together with exhibits attached hereto and made a part hereof, represents the entire understanding between the parties, and there are no collateral or oral agreements or understandings, and this Lease shall not be modified, changed or terminated unless in writing of equal dignity signed by both parties.

**ARTICLE 33
PARTIAL INVALIDITY**

If any provision of this lease or the application thereof to any person or circumstance shall to any extent be held void, unenforceable or invalid, then the remainder of this lease or the application of such provision to persons or circumstances other than those as to which it is held void, unenforceable or invalid shall not be affected thereby, and each provision of this lease shall be valid and enforced to the fullest extent permitted by law.

**ARTICLE 34
BINDING EFFECT**

It is agreed that all of the terms and conditions of this Lease are binding upon the parties hereto, their administrators, heirs, successors and assigns, unless otherwise specified herein. All terms and conditions herein are also covenants.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year written above.
THE CITY OF MANASSAS

THE CITY OF MANASSAS

City Manager
City of Manassas, Virginia

ATTEST:

Signature

Print Name

ATTEST:

Signature

Print Name

LESSEE

By: _____
Print Name: _____
Title: _____



City of Manassas
Manassas City Council
9027 Center Street
Manassas, VA 20110

Meeting Date: November 18, 2021

Time Estimate: 5 Minutes

Agenda Title: Consideration of renewing Aviation Adventures terminal leases for Suite 105, 109, and 110 at 10600 Harry J Parrish Blvd in the City of Manassas, VA

Recommendation: Approve the Aviation Adventure leases for an additional twelve (12) months incorporating the 2.9% escalation in the monthly rent.

Motion: I hereby move that the Airport renew the lease agreements with Aviation Adventures for another twelve (12) months with an effective date of December 1, 2021.

**Date Last Considered
by Airport Commission:** April 2020 (Suite 105), June 2019 (Suite 109/110)

**Summary and/or
Comments:** Aviation Adventures has been based in the Terminal Building for over 12 years. They have been in good standing with the Airport during this time.

**Board – Committee – or
Commission Reviewed:**

Fiscal Impact:	<u>Yearly Rent</u>	<u>Suite 105</u>	<u>Suite 109/110</u>
	Previous	\$9,000.00	\$29,357.52
	New	\$9,261.00	\$30,208.92
	Increase	\$261.00	\$851.40

Staff Contact(s): Juan Rivera, (703) 361-1882
Airport Director
jrivera@manassasva.gov

**LEASE AGREEMENT FOR OFFICE SPACE AT
THE MANASSAS REGIONAL AIRPORT**

THIS LEASE, made and entered into this 1st day of December 2021, (hereinafter the "Agreement") by and between THE CITY OF MANASSAS, through its Airport Director (hereinafter the "City"); and, Aviation Adventures (hereinafter the "Lessee").

WITNESSETH:

I. PREMISES

That for and in consideration of the payment by Lessee of the rent hereinafter reserved and the performance by Lessee of the covenants and agreements hereinafter agreed to be performed by it, and in accordance with all of the provisions hereinafter set forth, the City does hereby lease, let, and demise unto Lessee, and Lessee does hereby take, and lease from the City, all that certain portion of the building owned by the City known as 10600 Observation Road, Manassas, Virginia, (hereinafter the "Leased Premises") and more particularly described as follows and shown on Exhibit "A", attached to and made part of this Lease:

±300 square feet, Room 105 located in the main airport terminal building
at:

10600 Harry J. Parrish Boulevard, Manassas, Virginia
20110.

The Lessee shall occupy the Leased Premises for the following purpose and for no other purpose whatsoever:

For flight school operations only

The Lessee has non-exclusive use of the Common Areas shared by other tenants and the general public.

II. TERM

- A. The term of this lease shall be for a period of twelve (12) months commencing on the 1st day of December 2021, and ending on the 30th day of November 2022 with an option to renew for one twelve (12) month term at a 2.9% annual rent increase upon the consent of both parties. The Lessee shall give the City sixty (60) days' notice of its intent to renew the Lease.
- B. Holdover. No holding over by the Lessee after the termination of this Agreement shall operate to extend or renew this Agreement for any further term whatsoever; but the Lessee will by such holding over become the tenant at will of the City and after written notice by the City to vacate such premises, continued occupancy thereof by the Lessee shall constitute trespass.

- C. Any holding over by the Lessee beyond the thirty (30) day period permitted for removal of personal property without the written consent of the City shall make the Lessee liable to the City for damages equal to double the rentals provided for herein and which were in effect at the termination of the Agreement. These damages are in the nature of liquidated damages and are not a penalty.

III. RENT

Commencing on the first day of the term as hereinbefore set forth, and monthly thereafter during the term, Lessee shall pay to the City, without demand and without notice, as rent, the following amount: Seven hundred and seventy-one dollars and seventy-five cents each month (\$771.75) payable on the **1st** day of **December 2022** and the first day of each month thereafter during the term of this agreement.

The Lessee hereby covenants and agrees to occupy the premises as Lessee of the City for the term hereinabove set forth, and agrees to pay to the City rental therefore without offset or deduction therefrom.

IV. ADDITIONAL RENTS & CHARGES

- A. Lessee shall pay a proportionate amount of the City of Manassas utility bill.
- B. If the City elects to pay any sum or sums or incur any obligation or expense by reason of the failure, neglect or refusal of the Lessee to perform or fulfill any one or more of the conditions, covenants or agreements contained in this Agreement, or as the result of any act or omission of the Lessee contrary to said conditions, covenants or agreements, the Lessee hereby agrees to pay the sum or sums so paid or expense so incurred by the City as the result of such failure, neglect or refusal of the Lessee, including interest, at a rate of eighteen percent (18%) per annum, together with all costs, damages and penalties including reasonable attorney fees. In such event, the total of such amounts may be added to any installment of rent thereafter due hereunder, and each and every part of the same shall be and become additional rent recoverable by the City in the same manner and with like remedies as if it were originally a part of the rent provided for in this Agreement.
- C. In the event it is necessary for the Airport to increase security because special threats or Federal mandates beyond the control of the Airport, the Airport Commission may establish fees or charges that are shared by all the airport users.
- D. Lessee shall be responsible for all personal property taxes, gross receipt taxes, etc., levied with respect to Lessee's business operations conducted on the property.
- E. The Lessee shall pay for all phone services furnished to the Leased Premises. The City shall allow the providers of such utilities reasonable access.

V. LATE CHARGES

If Lessee fails to pay within seven (7) days after the date which due, any installment of rent or any other payment due hereunder, any and all such unpaid amounts shall bear interest at the rate of one and one-half percent (1.5%) per month beginning on the due date and continuing until paid.

In addition to the interest which Lessee is required to pay pursuant to the preceding sentence, Lessee agrees to immediately pay the City a late charge (the "Late Charge") equal to five percent (5%) of the amount of rent or other payment which was not paid when due. Lessee acknowledges that the Late Charge is equitable compensation to the City, which is intended to reasonably compensate City for the administrative, accounting, processing, and collection costs which are caused by Lessee's failure to pay the amounts due hereunder. Lessee further acknowledges that the exact amount of City's extra cost is difficult or impractical to specifically establish. Acceptance by the City of the Late Charge shall not constitute a waiver of any rights or remedies of the City.

VI. SECURITY DEPOSIT

Concurrently with Lessee's execution of this lease, Lessee shall deposit with the City an amount equal to one month's rent as security for damage due to Lessee's failure to pay sums due hereunder, misuse of the premises, etc. (the "Security Deposit"). The City shall not be required to pay interest on the Security Deposit or to maintain it in a separate account. Within three (3) days after written notice of City's use of the Security Deposit, Lessee shall deposit with City cash in an amount sufficient to restore the Security Deposit to its prior amount. Within ninety (90) days after (a) the expiration or earlier termination of the lease term, or (b) Lessee's vacating the premises, the City shall return the Security Deposit less such portion thereof as the City may have used to satisfy Lessee's obligations.

VII. ACCEPTANCE, CARE, MAINTENANCE, IMPROVEMENTS & REPAIR

- A. Lessee warrants it has inspected the Leased Premises and accepts possession of the Leased Premises "as is" in its present condition.
- B. Keep at all times, in a clean and orderly condition and appearance, the Leased Premises, equipment and personal property which are located on any part of the Leased Premises.
- C. The Airport Director may at any time during regular working hours enter into the Leased Premises to determine if maintenance and care is satisfactory to Lessor is being accomplished. If in the Airport Director's reasonable judgment, the Lessee is not satisfactorily maintaining the property, he or she shall notify the Lessee in writing, giving specifics of his or her findings. Lessee's failure to complete the necessary improvements within thirty (30) days, or such longer time as the Airport Director may reasonably allow, will result in Lessee being in default under Article 19 of this Agreement.

- D. The Lessee certifies that the Leased Premises' carpet is new and agrees to repair or replace any damage caused by Lessee to the carpet caused by, but not limited to any liquids and substances having a corrosive or detrimental effect thereon, normal wear and tear is acceptable.
- E. Plans and specifications for any alterations, modifications, additions or replacements (hereinafter referred to as "Improvements") to the Leased Premises shall be submitted to and receive the written approval of the Airport Director, and no such work shall be commenced until such written approvals are obtained from the Airport Director and City Officials. The Airport Director shall advise the Lessee with in thirty (30) days after receipt of the written request, together with copies of the plans and specifications for the proposed Improvements in sufficient detail to make a proper review thereof, of its approval or disapproval of the proposed work and in the event it disapproves, stating its reasons therefore.
- F. If the Lessee makes any Improvements without City approval that are disapproved of by the City, then, upon notice the Lessee shall remove the Improvement or at the option of the City cause the same to be changed to reasonable satisfaction of the City. If the Lessee fails to comply with such notice within thirty (30) days or to commence to comply and pursue diligently to completion, the City may affect the removal or change and the Lessee shall pay the cost (as defined in Section VII(I) thereof to the City.

VIII. ADDITIONAL OBLIGATIONS OF LESSEE

- A. The Lessee shall conduct its operations hereunder in an orderly and proper manner, considering the nature of such operation so as not to unreasonably annoy, disturb, endanger or be offensive to others.
- B. Further, the Lessee shall take all reasonable measures not to produce on the Airport through the operation of machinery or equipment any electrical, electronic or other disturbance that interferes with the operation by the City or the Federal Aviation Administration's operation of navigational, communication or flight equipment on the Airport or on aircraft using the Airport, or with ground transportation communications.
- C. The Lessee shall control the conduct and demeanor of its officers, agents, employees, invites and, upon objection from the City concerning the conduct or demeanor of any such person, the Lessee shall immediately take all lawful steps necessary to remove the cause of the objection.
- D. The Lessee agrees to require its employees to wear suitable attire.
- E. If the City shall so request, the Lessee agrees to require its employees to wear or carry badges or other suitable means of identification, which shall be subject to the

prior and continuing approval of the Airport Director.

- F. The Lessee shall comply with all health and safety laws and requirements and any other federal, state or municipal laws, ordinances, rules, regulations and requirements, applicable to the Leased Premises and/or the improvements thereon and its operations at the Airport hereunder.
- G. The Lessee shall not do, nor permit to be done, anything which may interfere with the effectiveness or accessibility of the drainage system, sewerage system, fire protection system, sprinkler system, alarm or security system and fire hydrants and hoses, installed or located on the Leased Premises.
- H. The Lessee shall not overload any floor, structure, structural member on the Leased Premises, or paved area elsewhere on the Airport, and shall repair at the Lessee's expense any floor, structure, structural member, or any paved area damaged by overloading without limiting the Lessee's obligations pursuant to Section VII above.
- I. The Lessee shall not do, nor permit to be done, any act or thing upon the Leased Premises:
 - 1. Which will invalidate or conflict with any fire insurance policies as applicable to the Leased Premises or any part thereof; or other contiguous premises at the Airport; nor,
 - 2. Which may constitute a hazardous condition that increases the risks attendant upon the operations permitted by this Lease.
- J. It is the intent of the parties hereto that noise, including but not limited to noise caused by aircraft engine operation, shall be held to a reasonable minimum. To this end the Lessee shall not conduct aircraft engine run-ups for the purpose of maintenance between the hours of 11:00 p.m. and 5:30a.m. Under unusual or emergency circumstances, the Airport Director may allow aircraft to conduct engine maintenance run-ups during the restricted time period.
- K. The Lessee understands that no outside storage is permitted. In this regard, it is specifically understood and agreed that no vehicles, trailers, campers, boats, recreational vehicles, or tractor-trailers are to be stored in the public parking lot or any part of the airport. At no time will the Lessee park any vehicle, aircraft or equipment in any airport safety area, taxi lane or taxiway that may obstruct the use of such taxiway or taxi lane.
- L. The Lessee shall be prohibited from keeping any animals, domestic or otherwise, within the Leased Premises, except for those animals such as Seeing Eye dogs and others protected by federal accessibility standards.

IX. INGRESS AND EGRESS

- A. The Lessee shall have the right of ingress and egress between the Leased Premises and public parking lots and landing areas at the Airport by means of connecting taxiways, and between the Leased Premises and the entrance(s) to the Airport by means of connecting paved roads. The Lessee shall also have the right to ingress and egress shall be in common with others having rites of passage thereon, and may be used except when the Airport is closed to the public.
- B. The City may, at any time, temporarily or permanently close or consent to or request the closing of any such parking lot, roadway or taxiway or access gate and any other way at, in or near the Leased Premises presently or hereafter used as such, so long as a reasonable means of ingress and egress as provided above remains available to the Lessee. The Lessee shall not do or permit anything to be done which will interfere with the free access and passage of others to space adjacent to the Leased Premises or in any streets or roadways or access gates near the Leased Premises.

X. AIRPORT SECURITY

- A. It is understood and agreed that while the City will make reasonable efforts to provide a safe and secure airport environment, the City makes no warranty, expressed or implied, that the security services it contracts for will avert or prevent occurrences, or the consequences therefrom, which may result in loss or damage to the Lessee.
- B. Lessee agrees that the City shall not be liable for any loss or damage of a security related nature, irrespective of origin, to person or to property, whether directly or indirectly caused by the performance or nonperformance of contract security service personnel.
- C. The Lessee shall be responsible for securing its office space at all times and will make every effort to prevent authorized personnel or vehicles from entering on any aircraft movement areas. The Lessee shall abide by the Airport's Security Plan as written and as amended in the future.
- D. The Lessee will be issued keys and or security cards to access the building and airfield. The Lessee is responsible for securing the keys and security cards at all times and is prohibited from duplicating keys or security cards. All cards and keys will be returned to the Airport Director at the termination of this Agreement.
- E. If any keys or security cards are lost or stolen, the Lessee will immediately notify the Airport Director's office. The Lessee may be responsible for re-keying the entire terminal building if lost or stolen keys or security cards are not reported immediately.

XI. LIABILITIES, AND INDEMNITIES

- A. The City shall not in any way be liable for any cost, liability, damage or injury occurring on the Leased Premises or the Airport including cost of suit and expenses of legal services, claimed or recovered by any person whomsoever, or occurring on the Leased Premises, or the Airport, or as a result of any operations, works, acts or omissions performed on the Leased Premises or the Airport, by the Lessee, its sub-lessees or tenants, or their guests or invitees.
- B. The Lessee agrees to indemnify, save and hold harmless, the City and its officers, agents, servants and employees of and from any and all costs, liability, damage and expense (including costs of suit and expenses of legal services) claimed or recovered, justly or unjustly, falsely, fraudulently or frivolously, by any person, firm or corporation by reason of injury to, or death of, any person or persons, and damage to, destruction or loss of use of any and all property, including City personnel and City property, directly or indirectly arising from, or resulting from, any operations, works, acts or omissions of Lessee, its agents, servants, employees, contractors, sub-lessees or tenants. In any case in which such indemnification would violate Commonwealth of Virginia Statutes, or any other applicable legal prohibition, the foregoing provisions concerning indemnification shall not be construed to indemnify the City, its officers, employees or agents for damage arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the City, its officers, employees or agents. Upon the filing with the City by anyone of a claim for damages arising out of incidents for which the Lessee herein agrees to indemnify and hold the City harmless, the City shall notify the Lessee of such claim and in the event that the Lessee does not settle or compromise such claim, then the Lessee shall undertake the legal defense of such claim both on behalf of the Lessee and on behalf of the City. It is specifically agreed, however, that the City at its own cost and expense, may participate in the legal defense of any such claim. Any final judgment rendered against the City for any cause for which the Lessee is liable hereunder shall be conclusive against the Lessee as to liability and amount upon the expiration of the time for appeal.

XII. RULES AND REGULATIONS AND MINIMUM STANDARDS

From time to time, the City may adopt, amend and enforce rules and regulations and minimum standards with respect to the occupancy and use of the Airport. The Lessee agrees to observe and obey any and all such rules and regulations and minimum standards and all other Federal, Commonwealth and municipal rules, regulations and laws, as amended, and to require its officers, agents, employees, contractors, and suppliers, to observe and obey the same. The City reserves the right to deny access to the Airport and its facilities to any person, firm or corporation that fails or refuses to obey and comply with such rules, regulations or laws.

XIII. INSURANCE

- A. Lessee shall, at its own cost and expense, take out and maintain such insurance for the term of this Lease as the Lessee is required under the Workers' Compensation Act; and also take out and maintain such public liability insurance as will protect the Lessee, the City from any claims for damage to persons, property, etc., arising out of, occurring or caused by operations under this Agreement by the Lessee or otherwise arising out of this Agreement. The policy will provide the amounts of insurance specified in Paragraph 30.10 hereof. Before execution of this Agreement, certificates of insurance in form acceptable to the City should be submitted to the City. Each certificate shall have endorsed thereon:

"No cancellation or change in the policy shall become effective until after thirty (30) days' notice by registered mail to the Airport Director, Manassas Regional Airport, 10600 Harry J. Parrish Boulevard, Manassas VA 20110."

- B. The City will review the minimum insurance coverage required every year during the term of this Agreement. The City shall have the right to direct Lessee to increase the minimum insurance requirement every year. All required insurance must be in effect and so continue during the life of this Lease in not less than the following amounts:

- 1) Workers' Compensation Unlimited- Statutory- in compliance with the Workers Compensation Law of the Commonwealth of Virginia.
 - 2) General Liability Insurance with a maximum combined single limit of \$1,000,000 per occurrence. This insurance shall indicate on the Certificate of Insurance the following coverage:
 - a. Products Liability and Completed Operations
 - b. Premises and Operations
 - c. Death and Personal Injury
 - 3) Automobile Liability Insurance with maximum limits of liability (single limit per occurrence) of \$1,000,000 for bodily injury and \$500,000 for property damage. This insurance shall include for bodily injury and property damage the following coverage:
 - a. Owned Automobiles
 - b. Hired Automobiles
 - c. Non-Owned Automobiles
- C. Location of operation shall be "All locations in the City of Manassas, Virginia".
- D. Nothing herein contained shall prevent the Lessee from taking out any other insurance for protection of its interest which it deems advisable or necessary.

XIV. HAZARDOUS MATERIALS

- A. Lessee warrants that no industrial, toxic or hazardous waste will be disposed in the sewer system, dumpster or any other location on the Airport. Disposal shall be in accordance with all appropriate city, county, state and federal regulations. Lessor may require a bond or insurance sufficient to guarantee clean up in the event of a spill.
- B. Lessee further warrants that no industrial, toxic or hazardous waste will be stored on or upon the demised Premises.

XV. COMMON AREAS AND PARKING

- A. The City agrees that Lessee and Lessee's customers, employees, and/or visitors, shall have the right throughout the term of this Lease to use, in common with others entitled to similar use thereof, all of the interior common areas of the building of which the leased premises are a part, including all hallways, stairways, and doorways for ingress to and egress from the leased premises, and the exterior common areas to the total premises, all parking spaces, streets, service drives, and sidewalks for ingress to and egress from the demised premises and the public streets and highways, and City shall arrange and adequately maintain said interior common areas in good and usable condition throughout the term of this Lease.
- B. The City shall pave, arrange, and adequately maintain in good and usable condition throughout the term of this Lease all exterior common areas, and shall be responsible for snow removal and the maintenance of adequate lighting facilities in the said parking areas at all times during the business hours of the building containing the leased premises.
- C. The Lessee has the right to use two (2) parking spaces in the Terminal Building Parking Lot and wherever parking is available in the surrounding public parking areas. The parking of vehicles that are not properly registered or licensed in the Commonwealth of Virginia for any amount of time is expressly prohibited.

XVI. QUIET ENJOYMENT

The City covenants that as long as the Lessee is not in default of any provision of this Agreement, the Lessee shall and may peaceably and quietly have, hold and enjoy the Leased Premises.

XVII. GOVERNMENTAL REQUIREMENTS

- A. The Lessee shall procure all licenses, certificates, permits or other authorization from all governmental authorities, if any, having jurisdiction over the Lessee's operations at the Leased Premises which may be necessary for the Lessee's operations thereat. This includes but is not limited to the Federal Aviation Administration and Virginia Department of Aviation.

- B. The Lessee shall pay all taxes, licenses, certification, permit and examination fees and excise taxes which may be assessed, levied, exacted or imposed on the operation hereunder or on the gross receipts or gross income to the Lessee therefrom, and shall make all applications, reports and returns required in connection therewith.

XVIII. RIGHTS OF ENTRY RESERVED

- A. The City, by its officers, employees, agents, representatives and contractors shall have the right at all reasonable times to enter upon the Leased Premises for any and all purposes not inconsistent with this Agreement, provided, such action by the City, its officers, employees, agents, representatives and contractors does not unreasonably interfere with the Lessee's use, occupancy, or security requirements of the Leased Premises.
- B. At any reasonable time, and from time to time during the ordinary business hours, the City, by its officers, agents and employees, whether or not accompanied by a prospective lessee, occupier or user of the Leased Premises, shall have the right to enter thereon for the purpose of exhibiting and viewing all parts of the same, subject to the Lessee's reasonable security requirements.
- C. Exercise of any or all of the foregoing rights in this Article, by the City, or others under right of the City, shall not be, nor be construed to be, an eviction of the Lessee, nor be made the grounds for any abatement of rental nor any claim or demand for damages against the City, consequential or otherwise, except claims for damage to person or property caused solely by the negligence of the City.

XIX. TERMINATION & DEFAULT

- A. In the event of a default on the part of the Lessee in the payment of rents, arrears or any other charges required by this Agreement to be paid to the City, the City shall give written notice to the Lessee of such monetary default, and demand the immediate cancellation of this Agreement and full payment of amounts due thereunder, including all arrears and interest thereon. If, within five (5) days after the date the City gives such notice of a monetary default, the Lessee has not corrected said monetary default, and paid the delinquent amounts in full, the City may, by written notice to the Lessee, terminate this Agreement and all rights and privileges granted hereby in and to the Leased Premises.
- B. Upon the default by Lessee in the performance of any covenant or conditions required to be performed by the Lessee, other than the payment of rents and other fees or charges, the City shall provide Lessee with written notice allowing the Lessee ten (10) days to remedy such default. Upon the failure of the Lessee to remedy such default for the period of ten (10) days after receipt from the City of written notice to remedy the same, the City shall have the right to cancel this Agreement for such cause by notice to the Lessee. The notice of cancellation shall be effective immediately upon such notice to the Lessee. Upon the default by the Lessee, and the giving of notice of

the default and cancellation by the City as provided for elsewhere herein, the notice of cancellation shall become final; provided, however, that should the City determine that the Lessee is diligently remedying such default to completion, and so advises the Lessee in writing, said notice of cancellation may be held in abeyance. If, however, the City determines that such default is no longer being diligently remedied to conclusion, the City shall so advise the Lessee in writing, and said notice of cancellation shall no longer be held in abeyance for any reason and shall become final without further notice to the Lessee. The determination of the City in this regard shall in all events be conclusive and binding upon the Lessee.

- C. Upon the cancellation or termination of this Agreement for any reason, all rights of the Lessee shall terminate, including all rights or alleged rights of creditors, trustees, assigns, and all others similarly so situated as to the Leased Premises. Upon said cancellation or termination of this Agreement for any reason, the Leased Premises, except for such personal property which may be removed from said Leased Premises as provided elsewhere herein, shall be free and clear of all encumbrances and all claims of the Lessee, its tenants, creditors, trustees, assigns and all others and the City shall have immediate right of possession to the Leased Premises.
- D. Failure by the City to take any authorized action upon default by the Lessee of any of the terms, covenants or conditions required to be performed, kept and observed by the Lessee shall not be construed to be, nor act as, a waiver of said default nor of any subsequent default of any of the terms, covenants and conditions contained herein to be performed, kept and observed by the Lessee. Acceptance of rentals by the City from the Lessee, or performance by the City under the terms hereof, for any period or periods after a default by the Lessee of any of the terms, covenants and conditions herein required to be performed, kept and observed by the Lessee shall not be deemed a waiver or estoppels of any right on the part of the City to cancel this Agreement for any subsequent failure by the Lessee to so perform, keep or observe any said terms, covenants or conditions.

XX. TERMINATION BY LESSEE

- A. In addition to any other right of cancellation herein given to Lessee, or any rights to which it may be entitled by law, equity or otherwise, and as long as the Lessee is not in default in payment to the City of any amounts due the City under this Agreement, the Lessee may cancel this Agreement, and thereby terminate all of its rights and unaccrued obligation hereunder, by giving the City thirty (30) days advance written notice upon or after the happening of the following events:
 - 1) Issuance by a court of competent jurisdiction of an injunction which in any way substantially prevents or restrains the use of the Leased Premises, or any part thereof necessary to Lessee's business operations on the Airport, and which injunction remains in force for a period of at least thirty (30) days after the party against whom the injunction has been issued has exhausted or abandoned all appeals or one hundred twenty (120) days whichever is shorter, if such injunction is

not necessitated by or issued as a result of an act or omission of Lessee; or

- 2) The assumption by the United States Government or any authorized agency thereof, of the operation, control or use of the Airport and its facilities, or any substantial part thereof, in such a manner as substantially to restrict Lessee from operating its authorized Airport business for a continuous period of at least ninety (90) days.

XXI. SERVICES TO LESSEE

The City covenants and agrees that during the term of this Agreement it will operate the Airport as such for the use and benefit of the public provided however, that the City may prohibit or limit any given type, kind, or class of aeronautical use of the Airport if such action is necessary for the safe operation of the Airport or necessary to serve the civil aviation needs of the public. The City further agrees to use its best efforts to maintain the terminal building, runways, taxiways and roads in good repair including the removal of snow from the parking lots, sidewalks, aprons and runways. The City also agrees to provide and maintain water and sanitary sewer services.

XXII. SURRENDER AND RIGHT OF REENTRY

Upon the expiration, cancellation or termination of this Agreement pursuant to any terms hereof, the Lessee agrees peaceably to surrender up the Leased Premises to the City in the same condition as was received except for such normal wear and tear.

XXIII. SIGNS AND LOGOS

The Lessee shall have the right to install and maintain one sign on the Leased Premises identifying it and its operations, provided, however, the subject matter, type, design, location and elevation of such shall be subject to written approval of the Airport Director. All signs must conform to the City of Manassas Zoning and Building regulations.

XXIV. ASSIGNMENT & SUBLEASE

Lessee shall not assign or sublet the demised premises or any part thereof.

XXV. WARRANTY

City warrants that it has full legal authority and right to grant to Lessee the estate hereby demised and the easements thereunto pertaining.

XXVI. NOTICES

- A. All notices, consents and approvals required or desired to be given by the parties hereto shall be sent in writing, and shall be deemed given when received at the recipient's notice address except that notice that must be given by a certain time to be

effective and is sent registered or certified mail, postage prepaid, return receipt requested, addressed to the recipient's address shall be deemed given when posted. Notice that starts the running of a time period and is delivered on a non-business day shall be deemed delivered on the next business day, if left at the notice address, or the next business day on which it is redelivered if it is not left at the notice address.

B. The notice addresses of the parties are as follows:

To the City: The Honorable Mayor
The City of Manassas
Manassas Regional Airport
9027 Center Street
Manassas, Virginia 20110

With a copy to:

Manassas Regional Airport
Attention: Airport Director
10600 Harry J. Parrish Boulevard
Manassas, Virginia 20110

The Lessee:

Aviation Adventures
10600 Harry J. Parrish Blvd. Suite 109
Manassas, VA 20110

C. Such addresses shall be subject to change from time to time to such other addresses as may have been specified in written notice given by the intended recipient to the sender.

XXVII. WAIVER

Any particular waiver of any covenant or condition of this Lease shall extend to the particular instance only and in the manner specified, and shall not be construed as applying to or in any manner waiving any further or other covenants, conditions or rights hereunder.

XXVIII. SUBORDINATION

A. This Agreement is subject and subordinate to the following:

- 1) The City reserves the right to develop and improve the Airport as it sees fit, regardless of the desires or view of the Lessee, and without interference or hindrance by or on behalf of the Lessee, provided, the Lessee is not deprived of the use or access to the Leased Premises. Accordingly nothing contained in this Agreement shall be construed to obligate the City to relocate the Lessee.

- 2) The City reserves the right to take any action it considers necessary to protect the aerial approaches to the Airport against obstruction, together with the right to prevent Lessee from erecting or permitting to be erected any building or other structure on the Airport which, in the opinion of the City, would limit the usefulness of the Airport or constitute a hazard to aircraft.
- 3) This Agreement is and shall be subordinate to the provision of existing and future agreements between the City and the United States relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the obtaining or expenditure of Federal funds for the benefit of the Airport.
- 4) During the time of war or national emergency, the City shall have the right to lease all or any part of the landing area or of the Airport to the United States for military or naval use, and if any such lease is executed, the provisions of this Agreement insofar as they may be inconsistent with the provisions of such lease to the Government, shall be suspended, but such suspension shall not extend the term of this Agreement. Abatement of rentals shall be reasonably determined by the City in proportion to the degree of interference with the Lessee's use of the Leased Premises.
- 5) Except to the extent required for the performance of any obligations of the Lessee hereunder, nothing contained in this Agreement shall grant to the Lessee any rights whatsoever in the airspace above the Leased Premises other than those rights which are subject to Federal Aviation Administration rules, regulations and orders currently or subsequently effective.

XXIX. REMEDIES TO BE NON-EXCLUSIVE

All remedies provided in this Agreement shall be deemed cumulative and additional and not in lieu of, or exclusive of, each other, or of any other remedy available to the City, or the Lessee, at law or in equity, and the exercise of any remedy, or the existence herein of other remedies or indemnities shall not prevent the exercise of any other remedy.

XXX. NON-WAIVER OF RIGHTS

The failure by either party to exercise any right, or rights accruing to it by virtue of the breach of any covenant, condition or agreement herein by the other party shall not operate as a waiver of the exercise of such right or rights in the event of any subsequent breach by such other party, nor shall such other party be relieved thereby from its obligations under the terms hereof.

XXXI. FORCE MAJEURE

Neither party shall be deemed in violation of this Agreement if it is prevented from

performing any of its obligations hereunder by reason of labor disputes, acts of God, acts of the public enemy, acts of superior governmental authority or other circumstances for which it is not responsible or which is not in its control; provided, however, that this section shall not excuse Lessee from paying the rentals herein specified.

XXXII. NON-LIABILITY OF INDIVIDUALS

No director, officer, agent or employee of either party hereto shall be charged personally or held contractually liable by or to the other party under any term or provision of the Agreement or of any supplement, modification or amendment to this Agreement because of any breach thereof, or because of this or their execution or attempted execution of the same.

XXXIII. ENTIRE AGREEMENT

This Lease, together with any exhibits attached hereto and made a part hereof, represents the entire understanding between the parties, and there are no collateral or oral agreements or understandings, and this Lease shall not be modified, changed or terminated unless in writing of equal dignity signed by both parties.

XXXIV. GOVERNING LAW

This Agreement shall be performable and enforceable in Manassas, Virginia, and shall be construed in accordance with the laws of the Commonwealth of Virginia.

XXXV. PARTIAL INVALIDITY

If any provision of this lease or the application thereof to any person or circumstance shall to any extent be held void, unenforceable or invalid, then the remainder of this lease or the application of such provision to persons or circumstances other than those as to which it is held void, unenforceable or invalid shall not be affected thereby, and each provision of this lease shall be valid and enforced to the fullest extent permitted by law.

XXXVI. GENERAL PROVISIONS

- A. This Agreement is made for the sole and exclusive benefit of the City and the Lessee, their successors and assigns, and is not made for the benefit of any third party.
- B. In the event of any ambiguity in any of the terms of this Agreement, it shall not be construed for or against any party hereto on the basis that such party did or did not author the same.
- C. All covenants, stipulations and agreements in this Agreement shall extend to and

bind each party hereto, its legal representatives, successors and assigns.

- D. The titles of the several sections of this Agreement are inserted herein for convenience only, and are not intended and shall not be construed to affect in any manner the terms and provisions hereof, or the interpretation or construction thereof.
- E. Nothing herein contained shall create or be construed to creating a co-partnership between the City and the Lessee or to constitute the Lessee an agent of the City.
- F. This Agreement shall not become effective until it has been fully and properly executed by both parties hereto and has been approved by the Airport Commission.
- G. The Lessee can appeal decisions or actions taken by the Airport Director regarding this Agreement to the Airport Commission. All appeals shall be made in writing to the Chairman of the Airport Commission. All decisions regarding the appeal by the Airport Commission shall be final.

XXXVII. BINDING EFFECT

It is agreed that all of the terms and conditions of this Lease are binding upon the parties hereto, their administrators, heirs, successors and assigns, unless otherwise specified herein. All terms and conditions herein are also covenants.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year written above.

ATTEST

THE CITY OF MANASSAS

Lee Ann Henderson, City Clerk

Pat Pate, City Manager

ATTEST

LESSEE

Signature

By: _____
Print Name: _____
Title: _____

Print Name

LEASE OF OFFICE SPACE AT THE MANASSAS REGIONAL AIRPORT

THIS LEASE, made and entered into this 1st day of December 2021, (hereinafter the "Agreement") by and between THE CITY OF MANASSAS, through its Airport Director (hereinafter the "City"); and, Aviation Adventures (hereinafter the "Lessee").

WITNESSETH:

1. PREMISES

That for and in consideration of the payment by Lessee of the rent hereinafter reserved and the performance by Lessee of the covenants and agreements hereinafter agreed to be performed by it, and in accordance with all of the provisions hereinafter set forth, the City does hereby lease, let, and demise unto Lessee, and Lessee does hereby take, and lease from the City, office space in the main airport terminal building owned by the City known as terminal building room(s) 109 & 110 (Expanded), Manassas, Virginia, (hereinafter the "Leased Premises") and more particularly described as follows:

1,071 square feet, Room(s) 109 & 110 (Expanded), located in the main airport terminal building at 10600 Harry J. Parrish Boulevard, Manassas, Virginia 20110.

The Lessee shall occupy the Leased Premises for the following purpose and for no other purpose whatsoever:

To provide flight instruction, aircraft rental, pilot supplies and an aircraft simulator.

The Lessee has non-exclusive use of the Common Areas shared by other tenants and the general public.

2. TERM

- A. The term of this lease shall be for a period of twelve (12) months commencing on the 1st day of December 2021, and ending on the 30th day of November 2022 with an option to renew for one twelve (12) month term at a 2.9% annual rent increase upon the consent of both parties. The Lessee shall give the City sixty (60) days' notice of its intent to renew the Lease.
- B. Holdover. No holding over by the Lessee after the termination of this Agreement shall operate to extend or renew this Agreement for any further term whatsoever; but the Lessee will by such holding over become the tenant at will of the City and after written notice by the City to vacate such premises, continued occupancy thereof by the Lessee shall constitute trespass.

- C. Any holding over by the Lessee beyond the thirty (30) day period permitted for removal of personal property without the written consent of the City shall make the Lessee liable to the City for damages equal to double the rentals provided for herein and which were in effect at the termination of the Agreement. These damages are in the nature of liquidated damages and are not a penalty.

3. RENT

Commencing on the first day of the term as hereinbefore set forth, and monthly thereafter during the term, Lessee shall pay to the City, without demand and without notice, as Rent, the following amount: Two thousand five hundred seventeen dollars and forty-one cents (\$2,517.41) each month, payable on the 1st day of December 2021 and the 1st day of each month thereafter during the term of this agreement. The Lessee hereby covenants and agrees to occupy the premises as Lessee of the City for the term hereinabove set forth, and agrees to pay to the City rental therefore without offset or deduction therefrom.

4. ADDITIONAL RENTS & CHARGES

- A. If the City elects to pay any sum or sums or incur any obligation or expense by reason of the failure, neglect or refusal of the Lessee to perform or fulfill any one or more of the conditions, covenants or agreements contained in this Agreement, or as the result of any act or omission of the Lessee contrary to said conditions, covenants or agreements, the Lessee hereby agrees to pay the sum or sums so paid or expense so incurred by the City as the result of such failure, neglect or refusal of the Lessee, including interest, at a rate of eighteen percent (18%) per annum, together with all costs, damages and penalties including reasonable attorney fees. In such event, the total of such amounts may be added to any installment of rent thereafter due hereunder, and each and every part of the same shall be and become additional rent recoverable by the City in the same manner and with like remedies as if it were originally a part of the Rent provided for in this Agreement.
- B. In the event it is necessary for the Airport to increase security because special threats or Federal mandates beyond the control of the Airport, the Airport Commission may establish fees or charges that are shared by all the airport users.
- C. Lessee shall be responsible for all personal property taxes, gross receipt taxes, etc., levied with respect to Lessee's business operations conducted on the property.
- D. The Lessee shall pay for all phone and internet services furnished to the Leased Premises. The City shall allow the providers of such utilities reasonable access.
- E. The Lessee shall pay all fees associated with the Airport's Commercial Operating Permit.

5. INTEREST AND LATE CHARGES

If Lessee fails to pay within seven (7) days after the date which due, any installment of rent or any other payment due hereunder, any and all such unpaid amounts shall bear interest at the rate of one and one-half percent (1.5%) per month beginning on the due date and continuing until paid.

In addition to the interest which Lessee is required to pay pursuant to the preceding sentence, Lessee agrees to immediately pay the City a late charge (the "Late Charge") equal to five percent (5%) of the amount of rent or other payment which was not paid when due. Lessee acknowledges that the Late Charge is equitable compensation to the City, which is intended to reasonably compensate City for the administrative, accounting, processing, and collection costs which are caused by Lessee's failure to pay the amounts due hereunder. Lessee further acknowledges that the exact amount of City's extra cost is difficult or impractical to specifically establish. Acceptance by the City of the Late Charge shall not constitute a waiver of any rights or remedies of the City.

6. SECURITY DEPOSIT

Concurrently with Lessee's execution of this lease, Lessee shall deposit with the City an amount equal to one month's rent as security for damage due to Lessee's failure to pay sums due hereunder, misuse of the premises, and any other sums due to the City resulting from any breach of this lease by Lessee (the "Security Deposit"). The City shall not be required to pay interest on the Security Deposit or to maintain it in a separate account. Within three (3) days business after written notice of City's use of the Security Deposit, Lessee shall deposit with City cash in an amount sufficient to restore the Security Deposit to its prior amount. Within ninety (90) days after (a) the expiration or earlier termination of the lease term, or (b) Lessee's vacating the premises, the City shall return the Security Deposit less such portion thereof as the City may have used to satisfy Lessee's obligations.

7. ACCEPTANCE, CARE, MAINTENANCE, IMPROVEMENTS & REPAIR

- A. Lessee warrants it has inspected the Leased Premises and accepts possession of the Leased Premises "as is" in its present condition.
- B. Lessee shall keep at all times, in a clean and orderly condition and appearance, the Leased Premises, equipment and personal property which are located on any part of the Leased Premises.
- C. The Airport Director may at any time during regular working hours enter into the Leased Premises to determine if maintenance and care is satisfactory to Lessor is being accomplished. If in the Airport Director's reasonable judgment, the Lessee is not satisfactorily maintaining the property, he or she shall notify the Lessee in writing, giving specifics of his or her findings. Lessee's failure to complete the

necessary improvements within thirty (30) days, or such longer time as the Airport Director may reasonably allow, will result in Lessee being in default under Article 19 of this Agreement.

- D. Lessee shall repair any damage caused by Lessee to the carpet of the Leased Premises caused by any liquids and substances having a corrosive or detrimental effect thereon, normal wear and tear is acceptable.
- E. Plans and specifications for any alterations, modifications, additions or replacements (hereinafter referred to as "Improvements") to the Leased Premises by Lessee shall be submitted to and receive the written approval of the City, and no such work shall be commenced until such written approvals are obtained from the City.
- F. The City shall advise the Lessee within thirty (30) days after receipt of the written request, together with copies of the plans and specifications for the proposed Improvements in sufficient detail to make a proper review thereof, of its approval or disapproval of the proposed work, and in the event it disapproves, stating its reasons therefore.
- G. If the Lessee makes any Improvements without City approval that are disapproved of by the City, then, upon notice the Lessee shall remove the Improvement or at the option of the City cause the same to be changed to reasonable satisfaction of the City. If the Lessee fails to comply with such notice within thirty (30) days or to commence to comply and pursue diligently to completion, the City may affect the removal or change and the Lessee shall pay the cost thereof to the City.

8. ADDITIONAL OBLIGATIONS OF LESSEE

- A. The Lessee shall conduct its operations hereunder in an orderly and proper manner, considering the nature of such operation so as not to unreasonably annoy, disturb, endanger or be offensive to others.
- B. Lessee shall take all reasonable measures not to produce on the Airport through the operation of machinery or equipment any electrical, electronic or other disturbance that interferes with the operation by the City or the Federal Aviation Administration's operation of navigational, communication or flight equipment on the Airport or on aircraft using the Airport, or with ground transportation communications.
- C. The Lessee shall control the conduct and demeanor of its officers, agents, employees, invites and, upon objection from the City concerning the conduct or demeanor of any such person, the Lessee shall immediately take all lawful steps necessary to remove the cause of the objection.

- D. The Lessee agrees to require its employees to wear suitable attire as determined by the Airport Director in his sole discretion.
- E. If the City shall so request, the Lessee agrees to require its employees to wear or carry badges or other suitable means of identification, which shall be subject to the prior and continuing approval of the Airport Director.
- F. The Lessee shall comply with all health and safety laws and requirements and any other federal, state or municipal laws, ordinances, rules, regulations and requirements, applicable to the Leased Premises and/or the improvements thereon and its operations at the Airport hereunder.
- G. The Lessee shall not do, nor permit to be done, anything which may interfere with the effectiveness or accessibility of the drainage system, sewerage system, fire protection system, sprinkler system, alarm or security system and fire hydrants and hoses, installed or located on the Leased Premises.
- H. The Lessee shall not overload any floor, structure, structural member on the Leased Premises, or paved area elsewhere on the Airport, and shall repair at the Lessee's expense any floor, structure, structural member, or any paved area damaged by overloading, which repair work shall be performed in accordance with the Lessee's obligations pursuant to Section VII above.
- I. The Lessee shall not do, nor permit to be done, any act or thing upon the Leased Premises:
 - 1) Which will invalidate or conflict with any fire insurance policies as applicable to the Leased Premises or any part thereof; or other contiguous premises at the Airport; nor,
 - 2) Which may constitute a hazardous condition that increases the risks attendant upon the operations permitted by this Lease.
- J. The Lessee understands that no outside storage is permitted. In this regard, it is specifically understood and agreed that no vehicles, trailers, campers, boats, recreational vehicles, or tractor-trailers are to be stored in the public parking lot or any part of the airport. At no time will the Lessee park any vehicle, aircraft or equipment in any airport safety area, taxilane or taxiway that may obstruct the use of such taxiway or taxilane.
- K. The Lessee shall be prohibited from keeping any animals, domestic or otherwise, within the Leased Premises, except for those animals such as Seeing Eye dogs and others protected by federal accessibility standards.

9. INGRESS AND EGRESS

- A. The Lessee shall have the right of ingress and egress between the Leased Premises and public parking lots and landing areas at the Airport by means of connecting taxiways, and between the Leased Premises and the entrance(s) to the Airport by means of connecting paved roads. The Lessee shall also have the right to ingress and egress shall be in common with others having rites of passage thereon, which may be used except when the Airport is closed to the public.
- B. The City may, at any time, temporarily or permanently close or consent to or request the closing of any such parking lot, roadway or taxiway or access gate and any other way at, in or near the Leased Premises presently or hereafter used as such, so long as a reasonable means of ingress and egress as provided above remains available to the Lessee. The Lessee shall not do or permit anything to be done which will interfere with the free access and passage of others to space adjacent to the Leased Premises or in any streets or roadways or access gates near the Leased Premises.

10. AIRPORT SECURITY

- A. It is understood and agreed that while the City will make reasonable efforts to provide a safe and secure airport environment, the City makes no warranty, expressed or implied, that the security services it contracts for will avert or prevent occurrences, or the consequences therefrom, which may result in loss or damage to the Lessee.
- B. Lessee agrees that the City shall not be liable for any loss or damage of a security related nature, irrespective of origin, to person or to property, whether directly or indirectly caused by the performance or nonperformance of contract security service personnel.
- C. The Lessee shall be responsible for securing its office space when not in use or occupied. The Lessee shall abide by all security procedures as implemented by the Airport Director for securing the terminal building.
- D. The Lessee will be issued keys and or security cards to access the terminal building after normal working hours. The Lessee is responsible for securing the keys and security cards at all times and is prohibited from duplicating keys or security cards. All cards and keys will be returned to the Airport Director at the termination of this Agreement.
- E. If any keys or security cards are lost or stolen, the Lessee will immediately notify the Airport Director's office, and the Lessee may be responsible for the cost of re-keying the entire terminal.

11. LIABILITIES, AND INDEMNITIES

- A. The City shall not in any way be liable for any cost, liability, damage or injury occurring on the Leased Premises or the Airport including cost of suit and expenses of legal services, claimed or recovered by any person whomsoever, or occurring on the Leased Premises, or the Airport, or as a result of any operations, works, acts or omissions performed on the Leased Premises or the Airport, by the Lessee, its sublessees or tenants, or their guests or invitees.
- B. The Lessee agrees to indemnify, save and hold harmless, the City and its officers, agents, servants and employees of and from any and all costs, liability, damage and expense (including costs of suit and expenses of legal services) claimed or recovered, justly or unjustly, falsely, fraudulently or frivolously, by any person, firm or corporation by reason of injury to, or death of, any person or persons, and damage to, destruction or loss of use of any and all property, including City personnel and City property, directly or indirectly arising from, or resulting from, any operations, works, acts or omissions of Lessee, its agents, servants, employees, contractors, sublessees or tenants. In any case in which such indemnification would violate Virginia law, the foregoing provisions concerning indemnification shall not be construed to indemnify the City, its officers, employees or agents for damage arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the City, its officers, employees or agents. Upon the filing with the City by anyone of a claim for damages arising out of incidents for which the Lessee herein agrees to indemnify and hold the City harmless, the City shall notify the Lessee of such claim and in the event that the Lessee does not settle or compromise such claim, then the Lessee shall undertake the legal defense of such claim both on behalf of the Lessee and on behalf of the City. It is specifically agreed, however, that the City at its own cost and expense, may participate in the legal defense of any such claim. Any final judgment rendered against the City for any cause for which the Lessee is liable hereunder shall be conclusive against the Lessee as to liability and amount upon the expiration of the time for appeal.

12. RULES AND REGULATIONS AND MINIMUM STANDARDS

From time to time, the City may adopt, amend and enforce rules and regulations and minimum standards with respect to the occupancy and use of the Airport. The Lessee agrees to observe and obey any and all such rules and regulations and minimum standards and all other Federal, state and municipal rules, regulations and laws, as amended, and to require its officers, agents, employees, contractors, and suppliers, to observe and obey the same. The City reserves the right to deny access to the Airport and its facilities to any person, firm or corporation that fails or refuses to obey and comply with such rules, regulations or laws.

13. INSURANCE

- A. Lessee shall, at its own cost and expense, take out and maintain such insurance for the term of this Lease as the Lessee is required under the Workers' Compensation

Act; and also take out and maintain such public liability insurance as will protect the Lessee and the City from any claims for damage, injury or death to persons or property, arising out of, occurring or caused by operations under this Agreement by the Lessee or otherwise arising out of this Agreement. The policy will provide the amounts of insurance specified in Paragraph XIII (B) hereof. Before execution of this Agreement, certificates of insurance in form acceptable to the City should be submitted to the City. Each certificate shall have endorsed thereon:

“No cancellation or change in the policy shall become effective until after thirty (30) days notice by registered mail to the Airport Director, Manassas Regional Airport, 10600 Harry J. Parrish Boulevard, Manassas VA 20110.”

- B. The City will review the minimum insurance coverage required every year during the term of this Agreement. The City shall have the right to direct Lessee to increase the minimum insurance requirement every year. All required insurance must be in effect and so continue during the life of this Lease in not less than the following amounts:
 - 1) Workers’ Compensation Unlimited - Statutory - in compliance with the Workers Compensation Law of the Commonwealth of Virginia.
 - 2) General Liability Insurance with a maximum combined single limit of \$1,000,000 per occurrence. This insurance shall indicate on the Certificate of Insurance the following coverages:
 - a. Products Liability and Completed Operations
 - b. Premises and Operations
 - c. Death and Personal Injury
 - 3) Automobile Insurance – Not required if the Lessee is not going to drive on any Aircraft Operations Areas or movement areas, including ramps and tie-down areas. Lessee must provide the Airport Director with a written statement declaring that this is the case.
- C. Location of operation shall be “All locations in the City of Manassas, Virginia”.
- D. The City shall be named as an additional insured under all policies of liability insurance.
- E. Nothing herein contained shall prevent the Lessee from taking out any other insurance for protection of its interest which it deems advisable or necessary.

14. HAZARDOUS MATERIALS

- A. Lessee warrants that no industrial, toxic or hazardous waste will be disposed in the sewer system, dumpster or any other location on the Airport. Disposal shall be in accordance with all appropriate city, county, state and federal regulations.

Lessor may require a bond or insurance sufficient to guarantee clean up in the event of a spill.

- B. Lessee further warrants that no industrial, toxic or hazardous waste will be stored on or upon the demised Premises.

15. COMMON AREAS AND PARKING

- A. The City agrees that Lessee and Lessee's customers, employees, and/or visitors, shall have the non-exclusive right throughout the term of this Lease to use, in common with others entitled to similar use thereof, all of the interior common areas (public use) of the building of which the leased premises are a part, including all hallways, stairways, and doorways for ingress to and egress from the leased premises, and the exterior common areas to the total premises, all parking spaces, streets, service drives, and sidewalks for ingress to and egress from the demised premises and the public streets and highways, and City shall arrange and adequately maintain said interior common areas in good and usable condition throughout the term of this Lease. The Airport Director reserves the right to charge the Lessee for additional janitorial services for special events hosted by the Lessee or if in the opinion of the Airport Director the Lessee's creates a need for additional janitorial services.
- B. The City shall pave, arrange, and adequately maintain in good and usable condition throughout the term of this Lease all exterior common areas, and shall be responsible for snow removal and the maintenance of adequate lighting facilities in the said parking areas at all times during the business hours of the building containing the leased premises.
- C. The Lessee shall in no way infringe on the rights of others to use the public use areas (pilots lounge, terminal lobby, vending area, hallways, baggage area, and outside grounds) of the terminal and understands and agrees that the City and other groups may from time to time hold special events in the terminal building and on the grounds around the terminal. At no time shall the Lessee use, or permit his employee(s) to use the public use areas of the terminal building for conducting any aspects of the Lessee's business.

16. QUIET ENJOYMENT

The City covenants that as long as the Lessee is not in default of any provision of this Agreement, the Lessee shall and may peaceably and quietly have, hold and enjoy the Leased Premises.

17. GOVERNMENTAL REQUIREMENTS

- A. The Lessee shall procure all licenses, certificates, permits or other authorization from all governmental authorities, if any, having jurisdiction over the Lessee's

operations at the Leased Premises which may be necessary for the Lessee's operations thereat. This includes but is not limited to the Federal Aviation Administration and Virginia Department of Aviation.

- B. The Lessee shall pay all taxes, licenses, certification, permit and examination fees and excise taxes which may be assessed, levied, exacted or imposed on the operation hereunder or on the gross receipts or gross income to the Lessee therefrom, and shall make all applications, reports and returns required in connection therewith.

18. RIGHTS OF ENTRY RESERVED

- A. The City, by its officers, employees, agents, representatives and contractors shall have the right at all reasonable times to enter upon the Leased Premises for any and all purposes not inconsistent with this Agreement, provided, such action by the City, its officers, employees, agents, representatives and contractors does not unreasonably interfere with the Lessee's use, occupancy, or security requirements of the Leased Premises.
- B. At any reasonable time, and from time to time during the ordinary business hours, the City, by its officers, agents and employees, whether or not accompanied by a prospective lessee, occupier or user of the Leased Premises, shall have the right to enter thereon for the purpose of exhibiting and viewing all parts of the same, subject to the Lessee's reasonable security requirements.
- C. Exercise of any or all of the foregoing rights in this Article, by the City, or others under right of the City, shall not be, nor be construed to be, an eviction of the Lessee, nor be made the grounds for any abatement of rental nor any claim or demand for damages against the City, consequential or otherwise, except claims for damage to person or property caused solely by the negligence of the City.

19. DEFAULT & TERMINATION

- A. "Default" occurs (taking into account the expiration of the notice and cure periods provided for below):
 - 1. If Lessee fails to pay Rent or any other sum required to be paid hereunder within Five (5) days after written notice from City that such payment was due, but was not paid as of the due date (provided, however, if City has delivered two (2) such notices to Lessee within the prior twelve (12) month period, any subsequent failure to pay Rent or any other sum required to be paid to City hereunder on or before the due date for such payment occurring shall constitute a Default by Lessee without requirement of such Five (5) day notice and opportunity to cure; but in the event a full year elapses between such failures then Lessee shall again have the right to such cure period); or

2. If Lessee fails to perform any term, covenant or condition of this Lease except those requiring the payment of money to City as set forth in Section 19(A)(1) above, and Lessee fails to cure such breach within thirty (30) days after written notice from City where such breach could reasonably be cured within such thirty (30) day period; provided, however, that where such failure could not reasonably be cured within the thirty (30) day period, that Lessee shall not be in Default if it commences such performance promptly after its receipt of City's written notice and diligently thereafter prosecutes the same to completion; provided that no such grace period to be permitted in the event of any one or more of the following: (i) the Default relates to the maintenance of insurance obligations, (ii) the Default relates to the assignment and subletting provisions, or (iii) there exists a reasonable possibility of danger to the health or safety of the City, the Lessee, Lessee's invitees, or any other occupants of, or visitors to, the Building; or
 3. If Lessee shall have abandoned or vacated the Leased Premises or any material (i.e., in excess of 50%) portion thereof for a period of fourteen (14) consecutive days.
- B. Upon a Default, City shall have the following remedies, in addition to all other rights and remedies provided by law or available in equity or otherwise provided in this Lease, any one or more of which City may resort to cumulatively, consecutively, or in the alternative:
1. City may continue this Lease in full force and effect, and this Lease shall continue in full force and effect as long as City does not terminate this Lease, and City shall have the right to collect Rent and other charges when due.
 2. City may terminate this Lease, or may terminate Lessee's right to possession of the Leased Premises without terminating this Lease, at any time by giving written notice to that effect. Upon the giving of a notice of the termination of this Lease, this Lease (and all of Lessee's rights hereunder) shall immediately terminate, provided that, without limitation, Lessee's obligation to pay Rent and any damages otherwise payable under this Agreement shall specifically survive such termination and shall not be extinguished thereby. Upon the giving of a notice of the termination of Lessee's right of possession, all of Lessee's rights in and to possession of the Leased Premises shall terminate but this lease shall continue subject to the effect of this Section XIX. Upon either such termination, Lessee shall surrender and vacate the Premises in the condition required by this Agreement, and City may re-enter and take possession of the Leased Premises and all the remaining improvements or property and eject Lessee or any of the Lessee's sublessees, assignees or other person or persons claiming any right under or through Lessee or eject some and not others or eject none. This Lease may also be terminated by a judgment specifically providing for termination. Any termination under this Section shall not release Lessee from the payment of any sum then due City

or from any claim for damages or Rent or other sum previously accrued or thereafter accruing against Lessee, all of which shall expressly survive such termination. Reletting may be for a period shorter or longer than the remaining Lease Term. No act by City other than giving written notice to Lessee shall terminate this Lease. Acts of maintenance, efforts to relet the Leased Premises or the appointment of a receiver on City's initiative to protect City's interest under this Lease shall not constitute a constructive or other termination of Lessee's right to possession or of this Lease, either of which may be effected solely by an express written notice from City to Lessee.

- C. On termination, City shall have the right to remove all Lessee's personal property and store same at Lessee's cost, and to recover from Lessee as damages:
1. The amount of unpaid Rent, interest, late fees and other sums due and payable which had been earned at the time of termination; plus
 2. Any other amount necessary to compensate City for all of the out-of-pocket costs incurred on account of Lessee's failure to perform Lessee's obligations under this Agreement, including, without limitation, any costs or expenses reasonably incurred by City: (i) in retaking possession of the Leased Premises; (ii) in maintaining, repairing, preserving, restoring, replacing, cleaning, altering or rehabilitating the Leased Premises or a portion thereof, including such acts for reletting to a new Lessee or Lessees; (iii) for leasing commissions; or (iv) for any other costs necessary or appropriate to relet the Leased Premises, together with the unamortized portion of any improvements made for Lessee by City and paid for by City; real estate commissions paid by City in connection with Lessee's lease; and any rental abatement; plus
 3. In addition to the other amounts specified in this Agreement, the City shall be entitled to recover "Indemnity Payments," as defined herein below, from Lessee. For purposes of this Lease "Indemnity Payments" means an amount equal to the Rent and other payments provided for in this Lease which would have become due and owing hereunder from time to time during the unexpired Lease Term after the effective date of the termination, but for such termination, less the Rent and other payments, if any, actually collected by City and allocable to the Leased Premises. Lessee shall, on demand, make Indemnity Payments monthly, and City may sue for all Indemnity Payments at any time after they accrue, either monthly, or at less frequent intervals. Lessee further agrees that City may bring suit for Indemnity Payments and/or any other damages recoverable herein at or after the end of the Lease Term as originally contemplated under this Lease, and Lessee agrees that, in such event, City's cause of action to recover the Indemnity Payments shall be deemed to have accrued on the last day of the Lease Term as originally contemplated. In seeking any new Lessee for the Premises, City shall be entitled to grant any concessions it deems reasonably necessary. In no event shall Lessee be

entitled to any excess of any rental obtained by reletting over and above the rental herein reserved. To the fullest extent permitted by law, Lessee waives redemption or relief from forfeiture under any other present or future law, in the event Lessee is evicted or City takes possession of the Premises by reason of any Default of Lessee hereunder.

- D. City may, with or without terminating this Lease, re-enter the Premises pursuant to judicial process (except in the event of Lessee's abandonment of the Premises in which event no judicial process shall be required) and remove all persons and property from the Premises; such property may be removed and stored in a public warehouse or elsewhere at the cost of and for the account of Lessee. No re-entry or taking possession of the Premises by City pursuant to this Section shall be construed as an election to terminate this Lease unless a written notice of such intention is given to Lessee.
- E. Lessee, on its own behalf and on behalf of all persons claiming through or under Lessee, including all creditors, does hereby specifically waive and surrender any and all rights and privileges, so far as is permitted by law, which Lessee and all such persons might otherwise have under any present or future law (1) except as may be otherwise specifically required herein, to the service of any notice to quit or of City's intention to re-enter or to institute legal proceedings, which notice may otherwise be required to be given, (2) to redeem the Premises, (3) to re-enter or repossess the Premises, (4) to restore the operation of this Lease, with respect to any dispossession of Lessee by judgment or warrant of any court or judge, or any re-entry by City, or any expiration or termination of this Lease, whether such dispossession, re-entry, expiration or termination shall be by operation of law or pursuant to the provisions of this Lease, (5) to the benefit of any law which exempts property from liability for debt or for distress for rent or (6) to a trial by jury in any claim, action proceeding or counter-claim arising out of or in any way connected with this Lease.
- F. Upon the cancellation or termination of this Agreement for any reason, all rights of the Lessee shall terminate, including all rights or alleged rights of creditors, trustees, assigns, and all others similarly so situated as to the Leased Premises. Upon said cancellation or termination of this Agreement for any reason, the Leased Premises, except for such personal property which may be removed from said Leased Premises as provided elsewhere herein, shall be free and clear of all encumbrances and all claims of the Lessee, its tenants, creditors, trustees, assigns and all others and the City shall have immediate right of possession to the Leased Premises.
- G. Failure by the City to take any authorized action upon default by the Lessee of any of the terms, covenants or conditions required to be performed, kept and observed by the Lessee shall not be construed to be, nor act as, a waiver of said default nor of any subsequent default of any of the terms, covenants and

conditions contained herein to be performed, kept and observed by the Lessee. Acceptance of rentals by the City from the Lessee, or performance by the City under the terms hereof, for any period or periods after a default by the Lessee of any of the terms, covenants and conditions herein required to be performed, kept and observed by the Lessee shall not be deemed a waiver or estoppel of any right on the part of the City to terminate this Agreement for any subsequent failure by the Lessee to so perform, keep or observe any said terms, covenants or conditions.

20. TERMINATION BY LESSEE

As long as the Lessee is not in default in payment to the City of any amounts due the City under this Agreement, the Lessee may cancel this Agreement, and thereby terminate all of its rights and unaccrued obligation hereunder, by giving the City thirty (30) days advance written notice upon or after the happening of the following events:

- 1) Issuance by a court of competent jurisdiction of an injunction which in any way substantially prevents or restrains the use of the Leased Premises, or any part thereof necessary to Lessee's business operations on the Airport, and which injunction remains in force for a period of at least thirty (30) days after the party against whom the injunction has been issued has exhausted or abandoned all appeals or one hundred twenty (120) days whichever is shorter, if such injunction is not necessitated by or issued as a result of an act or omission of Lessee; or
- 2) The assumption by the United States Government or any authorized agency thereof, of the operation, control or use of the Airport and its facilities, or any substantial part thereof, in such a manner as substantially to restrict Lessee from operating its authorized Airport business for a continuous period of at least ninety (90) days.

21. SERVICES TO LESSEE

The City covenants and agrees that during the term of this Agreement it will operate the Airport as such for the use and benefit of the public provided however, that the City may prohibit or limit any given type, kind, or class of aeronautical use of the Airport if such action is necessary for the safe operation of the Airport or necessary to serve the civil aviation needs of the public. The City further agrees to use reasonable efforts to maintain the terminal building, runways, taxiways and roads in good repair including the removal of snow from the parking lots, sidewalks, aprons and runways. The City also agrees to provide and maintain water and sanitary sewer services.

22. SURRENDER AND RIGHT OF REENTRY

Upon the expiration, cancellation or termination of this Agreement pursuant to any terms hereof, the Lessee agrees peaceably to surrender up the Leased Premises to the City in the same condition as was received except for such normal wear and tear.

23. SIGNS AND LOGOS

The Lessee shall have the right to install and maintain one sign on the door of the Leased Premises identifying it and its operations, provided, however, the subject matter, type, design, location and elevation of such shall be subject to written approval of the Airport Director. The Lessee shall be responsible for repairing in damage caused by the installation of any sign on the door. The right to install and maintain a sign in no way makes the City responsible for advertising or marketing the Lessee's business.

24. ASSIGNMENT & SUBLEASE

Lessee shall not assign or sublet the demised premises or any part thereof.

25. WARRANTY

City warrants that it has full legal authority and right to grant to Lessee the estate hereby demised and the easements thereunto pertaining.

26. NOTICES

- A. All notices, consents and approvals required or desired to be given by the parties hereto shall be sent in writing, and shall be deemed given when received at the recipient's notice address except that notice that must be given by a certain time to be effective and is sent registered or certified mail, postage prepaid, return receipt requested, addressed to the recipient's address shall be deemed given when posted.
- B. The notice addresses of the parties are as follows:

To the City: The City of Manassas
 9027 Center Street
 Manassas, Virginia 20110

With a copy to:

Manassas Regional Airport
Attention: Airport Director
10600 Harry J. Parrish Boulevard
Manassas, Virginia 20110

The Lessee: Aviation Adventures
10600 Harry J. Parrish Blvd.
Suite 109
Manassas, VA 20110

- C. Such addresses shall be subject to change from time to time to such other addresses as may have been specified in written notice given by the intended recipient to the sender.

27. WAIVER

Any particular waiver of any covenant or condition of this Lease shall extend to the particular instance only and in the manner specified, and shall not be construed as applying to or in any manner waiving any further or other covenants, conditions or rights hereunder.

28. SUBORDINATION

- A. This Agreement is subject and subordinate to the following:
- 1) The City reserves the right to develop and improve the Airport as it sees fit, regardless of the desires or view of the Lessee, and without interference or hindrance by or on behalf of the Lessee, provided, the Lessee is not deprived of the use or access to the Leased Premises. Accordingly nothing contained in this Agreement shall be construed to obligate the City to relocate the Lessee.
 - 2) The City reserves the right to take any action it considers necessary to protect the aerial approaches to the Airport against obstruction, together with the right to prevent Lessee from erecting or permitting to be erected any building or other structure on the Airport which, in the opinion of the City, would limit the usefulness of the Airport or constitute a hazard to aircraft.
 - 3) This Agreement is and shall be subordinate to the provision of existing and future agreements between the City and the United States relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the obtaining or expenditure of Federal funds for the benefit of the Airport.
 - 4) During the time of war or national emergency, the City shall have the right to lease all or any part of the landing area or of the Airport to the United States for military or naval use, and if any such lease is executed, the provisions of this Agreement insofar as they may be inconsistent with the provisions of such lease to the Government, shall be suspended, but such suspension shall not extend the term of this Agreement. Abatement of

rentals shall be reasonably determined by the City in proportion to the degree of interference with the Lessee's use of the Leased Premises.

- 5) Except to the extent required for the performance of any obligations of the Lessee hereunder, nothing contained in this Agreement shall grant to the Lessee any rights whatsoever in the airspace above the Leased Premises.

29. REMEDIES TO BE NONECLUSIVE

All remedies provided in this Agreement shall be deemed cumulative and additional and not in lieu of, or exclusive of, each other, or of any other remedy available to the City, or the Lessee, at law or in equity, and the exercise of any remedy, or the existence herein of other remedies or indemnities shall not prevent the exercise of any other remedy

30. NON-WAIVER OF RIGHTS

The failure by either party to exercise any right, or rights accruing to it by virtue of the breach of any covenant, condition or agreement herein by the other party shall not operate as a waiver of the exercise of such right or rights in the event of any subsequent breach by such other party, nor shall such other party be relieved thereby from its obligations under the terms hereof.

31. FORCE MAJUERE

Neither party shall be deemed in violation of this Agreement if it is prevented from performing any of its obligations hereunder by reason of labor disputes, acts of God, acts of the public enemy, acts of superior governmental authority or other circumstances for which it is not responsible or which is not in its control; provided, however, that this section shall not excuse Lessee from paying the rentals herein specified.

32. INTENTIONALLY DELETED.

33. ENTIRE AGREEMENT

This Agreement, together with any exhibits attached hereto and made a part hereof, represents the entire understanding between the parties, and there are no collateral or oral agreements or understandings, and this Lease shall not be modified, changed or terminated unless in writing of equal dignity signed by both parties.

34. GOVERNING LAW

This Agreement shall be performable and enforceable in Manassas, Virginia, and shall be construed in accordance with the laws of the Commonwealth of Virginia.

35. PARTIAL INVALIDITY

If any provision of this lease or the application thereof to any person or circumstance shall to any extent be held void, unenforceable or invalid, then the remainder of this lease or the application of such provision to persons or circumstances other than those as to which it is held void, unenforceable or invalid shall not be affected thereby, and each provision of this lease shall be valid and enforced to the fullest extent permitted by law.

36. GENERAL PROVISIONS

- A. This Agreement is made for the sole and exclusive benefit of the City and the Lessee, their successors and assigns, and is not made for the benefit of any third party.
- B. In the event of any ambiguity in any of the terms of this Agreement, it shall not be construed for or against any party hereto on the basis that such party did or did not author the same.
- C. All covenants, stipulations and agreements in this Agreement shall extend to and bind each party hereto, its legal representatives, successors and assigns.
- D. The titles of the several sections of this Agreement are inserted herein for convenience only, and are not intended and shall not be construed to affect in any manner the terms and provisions hereof, or the interpretation or construction thereof.
- E. Nothing herein contained shall create or be construed to creating a joint venture or co-partnership between the City and the Lessee or to constitute the Lessee an agent of the City.
- F. This Agreement shall not become effective until it has been fully and properly executed by both parties hereto and has been approved by the Airport Commission.
- G. The Lessee can appeal decisions or actions taken by the Airport Director regarding this Agreement to the Airport Commission. All appeals shall be made in writing to the Chairman of the Airport Commission. All decisions regarding the appeal by the Airport Commission shall be final.

37. BINDING EFFECT

It is agreed that all of the terms and conditions of this Lease are binding upon the parties hereto, their administrators, heirs, successors and assigns, unless otherwise specified herein. All terms and conditions herein are also covenants.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year written above.

THE CITY OF MANASSAS

City Manager
City of Manassas, Virginia

ATTEST:

SIGNATURE

PRINT NAME

LESSEE

By: _____
Print name: _____
Title:

ATTEST:

SIGNATURE

PRINT NAME



2022 Manassas Regional Airport Commission Meetings

Airport Commission Meetings
City Council Meetings
Executive Committee Meetings
Operations Committee Meetings
City Holidays - Office Closed
Airport Commission Recess

Airport Commission Meetings are held on the third Thursday of every month at 7pm. The Commission will meet in the Terminal 1st Floor, Conference Room.

Executive Committee - 2nd Tuesday
Operations Committee - 2nd Wednesday

Regular Council Meetings are held on the second and fourth Monday of each month at 5:30 p.m. Public Hearings will typically be scheduled for the second Monday of the month. Unless it is noticed, Council will meet at City Hall, 9027 Center Street, Manassas, VA 20110.

Please note that amendments may be made to this calendar by the Airport Director or Airport Commission when deemed necessary.
Prepared by Airport Staff

Holidays & Observances

January 17 Martin Luther King Day
February 21 President's Day
May 30 Memorial Day

JANUARY						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

FEBRUARY						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
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27	28					

MARCH						
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APRIL						
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MAY						
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29	30	31				

JUNE						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
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*Public Hearing on the FY23 Budget

JULY						
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31						

AUGUST						
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SEPTEMBER						
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OCTOBER						
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30	31					

NOVEMBER						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
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27	28	29	30			

DECEMBER						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
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11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

June 20 Juneteenth
July 4 Independence Day
Sept. 5 Labor Day
Oct. 10 Indigenous Peoples Day
November 11 Veterans Day
November 24 & 25 Thanksgiving Holiday
December 23 Floating Holiday
December 26 Christmas Holiday