

THIS AGREEMENT made and entered into in duplicate this  
31<sup>st</sup> day of December, 1964, pursuant to Sections 5-24 and 5-24.1  
of the Code of Virginia by and between the COUNTY OF WASHINGTON,  
VIRGINIA, and the TOWN OF ABINGDON, VIRGINIA, and any other  
counties, towns or cities in Southwest Virginia who may here-  
after wish to become a party to this agreement as hereinafter  
provided;

W I T N E S S E T H:

That for and in consideration of the mutual promises  
herein made and the benefits arising therefrom, the parties here-  
to agree as follows, to-wit:

1. The following words used herein shall be defined  
as follows: "Aircraft" shall mean any contrivance now known, or  
hereafter invented, used or designed for navigation of or flight  
in the air, except a parachute or other contrivance designed for  
such navigation and used primarily as safety equipment. "Airport"  
shall mean any area of land which is used, or intended for use,  
for the landing and take-off of aircraft, and any appurtenant  
areas which are used, or intended for use, for airport buildings  
or other airport facilities and rights-of-way and easements  
together with all airport buildings and facilities located thereon.  
"Airport hazard" shall mean any structure, object or natural  
growth, or use of land which obstructs the airspace required for  
the flight of aircraft in landing or taking-off at an airport or  
is otherwise hazardous to such landing or taking-off of aircraft.

EXHIBIT  
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"Air navigation facility" shall mean any airport ground or air navigation facility used in, available for use in, or designed for use in aid of air navigation, including any structures, buildings, mechanisms, lights, beacons, markers, communicating systems, or other instrumentalities, or devices, and any combination of any or all of such facilities, used or useful as an aid, or constituting an advantage or convenience, to the safe taking-off, navigation, and landing of aircraft, in the safe and efficient operation or maintenance of an airport, in the safe, efficient and convenient handling or processing of aviation passengers, mail or cargo, or in the servicing or maintenance of aircraft or ground equipment. "Commission" shall mean the Virginia Highlands Airport Commission herein established.

2. There is hereby created as of January 1, 1965, a governing board or body to be known as the Virginia Highlands Airport Commission to have and exercise on behalf of the parties hereto the powers, rights and authority conferred on said political subdivisions by the laws of the Commonwealth of Virginia and of the United States of America which the parties hereto now are or may hereafter be authorized to confer on a commission under said laws.

3. The said Commission shall consist of one member from each of the parties hereto appointed by the governing bodies thereof respectively and one member appointed by the members so appointed by said governing bodies. Original appointments shall be for terms as follows: by the Board of Supervisors of Washington County from January 1, 1965, until December 31, 1965; by the Town Council of the Town of Abingdon from January 1, 1965, until December 31, 1966; and by the members so appointed by said

governing body from January 1, 1965, to December 31, 1967. All subsequent appointments shall be for a period of three years except appointments to fill vacancies which shall be for the unexpired term to which the vacancy relates. The governing body appointing any member may remove such member at any time. Whenever a vacancy shall occur by the resignation, death or removal of any member, such vacancy shall be filled by appointment without delay. All members of the Commission shall serve without compensation. The powers of the Commission shall be vested in and exercised by the members in office from time to time.

4. The Commission shall be an independent body corporate, invested with the rights, powers and authority and charged with the duties set forth herein. The political subdivisions by which it is created shall not be responsible for its acts. No pecuniary liability of any kind shall be imposed upon any county, town or city creating the Commission because of any act, agreement, contract, tort, malfeasance or misfeasance by or on the part of the Commission or any member thereof, or its agents, servants or employees, except as otherwise provided by agreement between the Commission and any such county, town or city. No member of the Commission shall be personally liable for his actions in serving on the Commission while acting within the scope of the authority hereby conferred.

5. The Commission shall have the power to elect its Chairman, to adopt rules and regulations for its own procedure and government, and to employ with or without compensation an Executive Secretary and such attorneys, engineers, or other personnel, either permanent or temporary, as it may require, and shall determine their qualifications, duties and compensation.

The Commission may delegate to one or more of its agents or employees such powers and duties as it may deem proper. A majority of the members in office shall constitute a quorum.

6. The Commission shall have all the powers necessary, convenient or desirable to carry out the purposes of this agreement in its name, including, but not limited to, the power to establish, construct, manage and operate an airport; the power to acquire, hold and dispose of property on behalf of the parties hereto including the exercise on their behalf of the power of eminent domain; the power to acquire by purchase, lease, gift, condemnation or otherwise whatever land may be necessary for the purpose of establishing, constructing, enlarging, maintaining and operating an airport; the power to acquire, establish, construct, enlarge, improve, maintain, equip, operate and regulate the use of such airport, structures, air navigation facilities and other property incidental thereto; the power to make, prior to such acquisition, investigations, surveys and plans and to enter upon any lands for such purpose; the power to construct, install, maintain and operate facilities for the servicing or storing of aircraft, for the handling of cargo, freight, mail or express, and for the accommodation and comfort of air travelers; the power to purchase and sell equipment and supplies as an incident to the operation of an airport; the power to use for airport purposes any available property owned or controlled by it; where necessary to provide unobstructed air space for the landing and taking-off of aircraft utilizing an airport acquired or operated by said Commission, the power to acquire, in the same manner as is provided for the acquisition of land for airport purposes, easements through or other interests or privileges with respect to lands or waters

outside the boundaries of such airport which are necessary to insure safe approaches to such airport and the safe and efficient operation thereof and to acquire, in like manner, for a term of years or perpetually, the right of easement to place and maintain suitable signs, markers or lights to adequately locate and mark objects or structures or uses of land which are hazardous to aircraft using such airport, including the right of ingress and egress to and from such airport hazards for the purpose of maintaining and repairing such signs, markers and lights; the power to exercise the right of eminent domain in the acquisition of any lands, easements and privileges which are necessary for airport purposes, proceeding and limited as provided by Section 5-23 of the Code of Virginia; the power to accept, receive and receipt for federal and state monies, and other monies, either public or private, for the acquisition, construction, enlargement, improvement, maintenance and operation of an airport and other air navigation facilities; the power to comply with the provisions of the laws of the United States and any rules and regulations made thereunder for the expenditure of federal monies in connection with such airport and air navigation facilities; the power to designate the Division of Aeronautics of the Department of Corporations, or the State Corporation Commission, of the Commonwealth of Virginia as its agent to accept, receive and receipt for federal monies granted in its behalf for such purposes, and to act as its agent in any matters which the Commission deems desirable; the power to enter into an agreement with said agent prescribing the terms and conditions of such agency in accordance with federal laws, rules and regulations and applicable laws of

the Commonwealth; the power to sue and to be sued, to adopt a seal and alter the same at pleasure, to have perpetual succession, to make and execute contracts and other instruments necessary or convenient to carry out its powers; the power to adopt regulations not in conflict with the rules and regulations adopted and promulgated by the State Corporation Commission, or which may hereafter be adopted or promulgated by it, and to establish fees or charges for the use of such airport; the power to engage directly or through its agents or employees in the operation for profit of concessions in connection with an airport or other facilities including but not limited to the sale of airplanes and aircraft fuel, the teaching of flying, and the operation of air transportation facilities or to grant such privileges and concessions to others; the power to contract for mail, cargo and passenger service with the United States Government or any commercial airline; the power to enter into any lease which it deems reasonable for the operation and maintenance of an airport or air navigation facilities or any of the activities related thereto as herein set forth; the power to purchase and use, sell or lease any land in the vicinity of an airport which in the discretion of the Commission is desirable and thereon to construct or permit the construction of, for sale or lease, on such terms and conditions as the Commission may deem proper, industrial, commercial or recreational facilities and approaches thereto and appurtenances thereof provided that such land shall not be acquired by eminent domain and is not needed for operational use of such airport and provided further that any such industrial, commercial or recreational facility shall be so constructed as not to

constitute an airport hazard; the power to negotiate with and convey to the Commonwealth of Virginia such land, rights and privileges which may be required by the Department of Highways for the construction of roads; and the power to borrow money and give and execute a deed of trust on the land acquired by said Commission but only upon the written consent of the parties hereto.

7. The acquisition of any lands, easements or privileges under the provisions of this agreement are hereby declared to be public, governmental and municipal functions exercised for a public purpose and such lands, easements, rights and privileges so acquired and used by the Commission in the manner and for the purposes set out in this agreement are hereby declared to be acquired and used for public, governmental and municipal purposes.

8. The Commission shall not establish nor operate any airport without the permission of the State Corporation Commission first had and obtained as provided now or hereafter by law.

9. The parties hereto and any counties, towns or cities subsequently entering into this agreement shall in all respects each have and hold that proportionate interest which their financial participation bears to the entire amount of the initial costs and operational participation.

10. Any of the parties hereto may withdraw from this agreement by giving one year's notice to the Commission and to all other participating counties, towns and cities. At the end of said year the interest of the withdrawing party shall be fixed in the amount of its previous financial participation. Thereafter it shall not be entitled to participate in any surplus which the Commission may have nor will it be required to participate in any deficit. Said party will not at any time be entitled to any reimbursement except that upon sale of the Commission's property,

as herein provided in paragraph 11, it would receive its proportional part of the proceeds.

11. In the event of abandonment of the airport and decision on the part of the Commission that it is not feasible to establish another airport, then the land, facilities and equipment shall be sold by the Commission and the funds received therefrom repaid to the parties hereto in the ratio of their total financial participation in the establishment and maintenance of such airport.

12. The fiscal year of the Commission shall run from July 1st to June 30th. The Commission shall prepare annually and submit to the parties hereto by March 1st a proposed budget for the subsequent fiscal year showing estimated revenues and expenditures for such year. After approval of such budget by the parties hereto, the Commission shall be limited in its expenditures for such year to the estimated expenses shown therein unless otherwise authorized by said parties. All disbursements by the Commission shall be made by check drawn by the Executive Secretary and counter-signed by the Chairman both of whom shall be bonded. The Commission shall keep proper records of its operations, transactions and meetings, which records shall be open to inspection at all times by the parties hereto. It shall make a financial and operational report on March 1st of each year to each of the parties hereto and at such other times as the parties hereto may require.

13. Except in cases of emergency, all contracts of more than \$5,000.00 that the Commission may let for construction or materials shall be let after public advertisement for at least

ten (10) days stating the place where bidders may examine the plans and specifications and the time and place where bids for such work or materials will be opened. Reasonable deposits may be required of all bidders and the contract shall be let to the lowest responsible bidder, who shall give bond or other security for the faithful performance of the contract.

14. No member, agent or employee of the Commission shall contract with the Commission or be interested either directly or indirectly, in any contract with the Commission, or in the sale of any property to the Commission.

15. In the event any other counties, towns or cities in Southwest Virginia wish to participate in this agreement they may do so only with the consent of the then participating parties hereto upon such terms as may be agreed.

16. If any provision of this agreement or the application thereof to any person or circumstances is held invalid, the remainder of this agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

WITNESS the signatures of the parties hereto made by the Chairman of the Board of Supervisor of the County of Washington, Virginia, and the Mayor of the Town of Abingdon, Virginia, and their signatures attested by the respective Clerks:

COUNTY OF WASHINGTON, VIRGINIA

Attest:

C. W. Smith  
C. WILLOUGHBY SMITH

By

Geo. B. Hutton  
GEORGE B. HUTTON

TOWN OF ABINGDON, VIRGINIA

Attest:

William R. Cook  
WILLIAM R. COOK

By

C. H. Butt  
C. H. BUTT

C O P Y

THIS AGREEMENT made and entered into in duplicate this 31st day of December, 1964, pursuant to Sections 5-24 and 5-24.1 of the Code of Virginia by and between the COUNTY OF WASHINGTON VIRGINIA, and the TOWN OF ABINGDON, VIRGINIA, and any other counties, towns or cities in Southwest Virginia who may hereafter wish to become a party to this agreement as hereinafter provided;

W I T N E S S E T H:

That for and in consideration of the mutual promises herein made and the benefits arising therefrom, the parties hereto agree as follows, to-wit:

1. The following words used herein shall be defined as follows: "Aircraft" shall mean any contrivance now known, or hereafter invented, used or designed for navigation of or flight in the air, except a parachute or other contrivance designed for such navigation and used primarily as safety equipment. "Airport" shall mean any area of land which is used, or intended for use, for the landing and take-off of aircraft, and any appurtenant areas which are used, or intended for use, for airport buildings or other airport facilities and rights-of-way and easements together with all airport buildings and facilities located thereon. "Airport hazard" shall mean any structure, object or natural growth, or use of land which obstructs the airspace required for the flight of aircraft in landing or taking-off at an airport or is otherwise hazardous to such landing or taking-off of aircraft. "Air navigation facility" shall mean any airport ground or air navigation facility used in, available for use in, or designed for use in aid of air navigation, including any structures, buildings, mechanisms, lights, beacons, markers, communicating systems, or other instrumentalities, or devices, and any combination of any or all of such facilities, used or useful as an aid, or constituting an advantage or convenience, to the safe taking-off, navigation, and landing of aircraft, in the safe and efficient operation or maintenance of an airport, in the safe, efficient and convenient handling or processing of aviation passengers, mail or cargo, or in the servicing or maintenance of aircraft or ground equipment. "Commission" shall mean the Airport Commission herein established.

2. There is hereby created as of January 1, 1965, a governing board or body to be known as the Airport Commission to have and exercise on behalf of the parties hereto the powers, rights and authority conferred on said political subdivisions by the laws of the Commonwealth of Virginia and of the United States of America which the parties hereto now are or may hereafter be authorized to confer on a commission under said laws.

3. The said Commission shall consist of one member from each of the parties hereto appointed by the governing bodies thereof

respectively a one member appointed by the members so appointed by said governing bodies. Original appointments shall be for terms as follows: by the Board of Supervisors of Washington County from January 1, 1965, until December 31, 1965; by the Town Council of the Town of Abingdon from January 1, 1965, until December 31, 1966; and by the members so appointed by said governing body from January 1, 1965, to December 31, 1967. All subsequent appointments to fill vacancies which shall be for the unexpired term to which the vacancy relates. The governing body appointing any member may remove such member at any time. Whenever a vacancy shall occur by the resignation, death or removal of any member, such vacancy shall be filled by appointment without delay. All members of the Commission shall serve without compensation. The powers of the Commission shall be vested in and exercised by the members in office from time to time.

4. The Commission shall be an independent body corporate, invested with the rights, powers and authority and charged with the duties set forth herein. The political subdivisions by which it is created shall not be responsible for its acts. No pecuniary liability of any kind shall be imposed upon any county, town or city creating the Commission because of any act, agreement, contract, tort, malfeasance or misfeasance by or on the part of the Commission or any member thereof, or its agents, servants or employees, except as otherwise provided by agreement between the Commission and any such county, town or city. No member of the Commission shall be personally liable for his actions in serving on the Commission while acting within the scope of the authority hereby conferred.

5. The Commission shall have the power to elect its Chairman, to adopt rules and regulations for its own procedure and government, and to employ with or without compensation an Executive Secretary and such attorneys, engineers, or other personnel, either permanent or temporary, as it may require, and shall determine their qualifications, duties and compensation. The Commission may delegate to one or more of its agents or employees such powers and duties as it may deem proper. A majority of the members in office shall constitute a quorum.

6. The Commission shall have all the powers necessary, convenient or desirable to carry out the purposes of this agreement in its name, including, but not limited to, the power to establish, construct, manage and operate an airport; the power to acquire, hold and dispose of property on behalf of the parties hereto including the exercise on their behalf of the power of eminent domain; the power to acquire by purchase, lease, gift, condemnation or otherwise whatever land may be necessary for the purpose of establishing, constructing, enlarging, maintaining and operating an airport; the power to acquire, establish, construct, enlarge, improve, maintain, equip, operate and regulate the use of such airport, structures, air navigation facilities and other property incidental thereto; the power to make, prior to such acquisition, investigations, surveys and plans and to enter upon any lands for such purpose; the power to construct, install, maintain and operate facilities for the servicing or storing of aircraft, for the handling or cargo, freight, mail or express, and for the

accommodation and comfort of air travelers; the power to purchase and sell equip it and supplies as an inc' nt to the operation of an airport; the power to use for airport purposes any available property owned or controlled by it; where necessary to provide unobstructed air space for the landing and taking-off of aircraft utilizing an airport acquired or operated by said Commission, the power to acquire, in the same manner as is provided for the acquisition of land for airport purposes, easements through or other interests or privileges with respect to lands or waters outside the boundaries of such airport which are necessary to insure safe approaches to such airport and the safe and efficient operation thereof and to acquire, in like manner, for a term of years or perpetually, the right of easement to place and maintain suitable signs, markers or lights to adequately locate and mark objects or structures or uses of land which are hazardous to aircraft using such airport, including the right of ingress and egress to and from such airport hazards for the purpose of maintaining and repairing such signs, markers and lights; the power to exercise the right of eminent domain in the acquisition of any lands, easements and privileges which are necessary for airport purposes, proceeding and limited as provided by Section 5-23 of the Code of Virginia; the power to accept, receive and receipt for federal and state monies, and other monies, either public or private, for the acquisition, construction, enlargement, improvement, maintenance and operation of an airport and other air navigation facilities; the power to comply with the provisions of the laws of the United States and any rules and regulations made thereunder for the expenditure of federal monies in connection with such airport and air navigation facilities; the power to designate the Division of Aeronautics of the Department of Corporation, or the State Corporation Commission, of the Commonwealth of Virginia as its agent to accept, receive and receipt for federal monies granted in its behalf for such purposes, and to act as its agent in any matters which the Commission deems desirable; the power to enter into an agreement with said agent prescribing the terms and conditions of such agency in accordance with federal laws, rules and regulations and applicable laws of the Commonwealth; the power to sue and to be sued, to adopt a seal and alter the same at pleasure, to have perpetual succession, to make and execute contracts and other instruments necessary or convenient to carry out its powers; the power to adopt regulations not in conflict with the rules and regulations adopted and promulgated by the State Corporation Commission, or which may hereafter be adopted or promulgated by it; and to establish fees or charges for the use of such airport; the power to engage directly or through its agents or employees in the operation for profit of concessions in connection with an airport or other facilities including but not limited to the sale of airplanes and aircraft fuel, the teaching of flying, and the operation of air transportation facilities or to grant such privileges and concessions to others; the power to contract for mail, cargo and passenger service with the United States Government or any commercial airline; the power to enter into any lease which it deems reasonable for the operation and maintenance of an airport or air navigation facilities or any of the activities related thereto as herein set forth; the power to purchase and use, sell or lease any land in the vicinity of an airport which in the

discretion of the Commission is desirable and thereon to construct or permit the construction of, for sale or lease, on such terms and conditions as the Commission may deem proper, industrial, commercial or recreational facilities and approaches thereto and appurtenances thereof provided that such land shall not be acquired by eminent domain and is not needed for operational use of such airport and provided further that any such industrial, commercial or recreational facility shall be so constructed as not to constitute an airport hazard; the power to negotiate with and convey to the Commonwealth of Virginia such land, rights, and privileges which may be required by the Department of Highways for the construction of roads; and the power to borrow money and give and execute a deed of trust on the land acquired by said Commission but only upon the written consent of the parties hereto.

7. The acquisition of any lands, easements or privileges under the provisions of this agreement are hereby declared to be public, governmental and municipal functions exercised for a public purpose and such lands, easements, rights and privileges so acquired and used by the Commission in the manner and for the purposes set out in this agreement are hereby declared to be acquired and used for public, governmental and municipal purposes.

8. The Commission shall not establish nor operate any airport without the permission of the State Corporation Commission first had and obtained as provided now or hereafter by law.

9. The parties hereto and any counties, towns or cities subsequently entering into this agreement shall in all respects each have and hold that proportionate interest which their financial participation bears to the entire amount of the initial costs and operational participation.

10. Any of the parties hereto may withdraw from this agreement by giving one year's notice to the Commission and to all other participating counties, towns and cities. At the end of said year the interest of the withdrawing party shall be fixed in the amount of its previous financial participation. Thereafter it shall not be entitled to participate in any surplus which the Commission may have nor will it be required to participate in any deficit. Said party will not at any time be entitled to any reimbursement except that upon sale of the Commission's property, as herein provided in paragraph 11, it would receive its proportional part of the proceeds.

11. In the event of abandonment of the airport and decision on the part of the Commission that it is not feasible to establish another airport, then the land, facilities and equipment shall be sold by the Commission and the funds received therefrom repaid to the parties hereto in the ratio of their total financial participation in the establishment and maintenance of such airport.

12. The fiscal year of the Commission shall run from July 1st to June 30th. The Commission shall prepare annually and submit to the parties hereto by March 1st a proposed budget for the subsequent fiscal year showing estimated revenues and expenditures for such year. After approval of such budget by the parties hereto, the Commission shall be limited in its expenditures for such

year to the estimated expenses shown therein unless otherwise authorized by said parties. All disbursements by the Commission shall be made by check drawn by the Executive Secretary and counter-signed by the Chairman both of whom shall be bonded. The Commission shall keep proper records of its operations, transactions and meetings, which records shall be open to inspection at all times by the parties hereto. It shall make a financial and operational report on March 1st of each year to each of the parties hereto and at such other times as the parties hereto may require.

13. Except in cases of emergency, all contracts of more than \$5,000.00 that the Commission may let for construction or materials shall be let after public advertisement for at least ten (10) days stating the place where bidders may examine the plans and specifications and the time and place where bids for such work or materials will be opened. Reasonable deposits may be required of all bidders and the contract shall be let to the lowest responsible bidder, who shall give bond or other security for the faithful performance of the contract.

14. No member, agent or employee of the Commission shall contract with the Commission or be interested either directly or indirectly, in any contract with the Commission, or in the sale of any property to the Commission.

15. In the event any other counties, towns, or cities in Southwest Virginia wish to participate in this agreement they may do so only with the consent of the then participating parties hereto upon such terms as may be agreed.

16. If any provision of this agreement or the application thereof to any person or circumstances is held invalid, the remainder of this agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

WITNESS the signatures of the parties hereto make by the Chairman of the Board of Supervisors of the County of Washington, Virginia, and the Mayor of the Town of Abingdon, Virginia, and their signatures attested by the respective Clerks.

COUNTY OF WASHINGTON, VIRGINIA

Attest:

By /s/ Geo. B. Hutton  
GEORGE B. HUTTON

/s/ C. W. Smith  
C. WILLOUGHBY SMITH

TOWN OF ABINGDON, VIRGINIA

By /s/ C.H. Butt  
C. H. BUTT

Attest:

/s/ William R. Cook  
WILLIAM R. COOK