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FAX NO. 509 6 863

P. 02

ASSIGNMENT OF LEASE

This Assignment of Lease (Assignment) is entered into on this 1st day of June, 2010, between JAMES JAY GROSECLOSE AND HIS SEPARATE ESTATE (Assignor), ESTATE OF JAMES JAY GROSECLOSE (Assignee), and KITTITAS COUNTY, a political subdivision of the State of Washington, Kittitas County.

RECITALS

James Groseclose entered into a Lease on the 1st day of October, 2008 with Kittitas County for the lease of certain real property through September, 2053. A copy of said Lease is attached hereto as Exhibit A and is hereinafter referred to as the "Lease".

On March 21, 2010, James Jay Groseclose passed away and since Barbara Groseclose (daughter) has requested the reassignment of his interest be assigned to the Estate of James Jay Groseclose in the Lease to the County, as authorized by Paragraph 19 of the Lease.

The Kittitas County Board of Commissioners determine that it was in the best interest of the County to authorize the assignment of the Lease, as extended, to the ESTATE OF JAMES JAY GROSECLOSE

I. ASSIGNMENT

In consideration of the mutual promises and covenants set forth herein, Assignor assigns transfers, and conveys to Assignee all right, title, and interest in the Lease, and Assignee accepts from Assignor all right, title, and interest subject to the terms and conditions set forth in this Assignment.

II. ASSUMPTION OF OBLIGATIONS

Assignee hereby accepts this assignment and, for the benefit of Assignor and County, expressly assumes and agrees to perform and fulfill all the terms, covenants, conditions, and obligations of Assignor as lessee under the Lease, including the making of all payments due to or payable on behalf of County under the Lease as they become due and payable.

III. INDEMNITY

Assignor indemnifies Assignee from and against any loss, cost, or expense, including attorney fees and court costs relating to the failure of Assignor to fulfill Assignor's obligations under the Lease accruing prior to June 1, 2010. Assignee indemnifies Assignor from and against any loss, cost, or expense, including attorney fees and court costs relating to the failure of Assignee to fulfill obligations under the Lease accruing subsequent to June 1, 2010.

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IV. CONTINGENCY

Notwithstanding anything to the contrary herein, this Assignment shall be contingent upon the receipt of the consent of the County as evidenced by its execution of the Consent of Landlord set forth below.

V. SUCCESSORS AND ASSIGNS

This Assignment shall be binding on and inure the benefit of the parties hereto, and their respective heirs, successors and assigns.

VI. COUNTERPARTS.

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original.

VII. GOVERNING LAW

This Assignment shall be governed by and construed in accordance with laws of the State of Washington.

VIII. AUTHORITY

Each person signing hereunder warrants that they have the capacity and the authority to sign this Assignment on behalf of the respective person or entity which is being represented.

IX. MODIFICATION

This Assignment may be modified only by a written agreement signed by all the parties.

X. WAIVER

If any party waives any term or provision of this Assignment at any time, that waiver will only be effective for the specific instance and specific purpose for which the waiver was given. If any party fails to exercise or delays exercising any of its rights or remedies under this Assignment, that party retains the right to enforce that term or provision at a later time.

XI. SEVERABILITY

If any court determines that any provision of Assignment is invalid or unenforceable, any invalidity or unenforceability will affect only that provision and will not make any other provision of this Assignment invalid or unenforceable and shall be modified, amended or limited only to the extent necessary to render it valid and enforceable.

Executed as of the date first above written.

ASSIGNOR:**JAMES JAY GROSECLOSE****(Deceased)****ASSIGNEE:****ESTATE OF JAMES JAY GROSECLOSE**By: Barbara Groseclose

Barbara Groseclose,

Its: Executor**CONSENT OF LANDLORD**

Kittitas County, as Landlord under the Lease, hereby consents to the within and foregoing Assignment pursuant to the terms and conditions therein set forth.

KITTITAS COUNTYBy: Mark McClain

Mark McClain, Chair

Its: BOCC Chair

7/16/10