



THIS ADDENDUM TO LEASE is made and dated this 1st day of May, 2012, by and between Kittitas County, a municipal corporation in the State of Washington, hereinafter referred to as the LESSOR, and Department of Natural Resources, an agency of the State of Washington, and hereinafter referred to as the LESSEE.

WITNESSETH:

WHEREAS, LESSOR and LESSEE entered into a Lease on May 11, 1977, a copy of which is attached hereto and by this reference incorporated herein; and

WHEREAS, according to Paragraph 2 "Rent", it states "DNR herewith agrees that the rentals for every five-year period after the initial five-year period of the term of this lease may be readjusted by the Board of County Commissioners not to exceed the fair rental value of such lease premises not including any improvements made by lessee: provided, that in no event shall such rental adjustment be greater than 40% of the rental for the previous five-year period; and

WHEREAS, it has been agreed between LESSOR and LESSEE that the following CPI Index will be used for the time periods 7/01/2012 thru 6/30/2014 rental increases. The CPI Index to be used:

"CPI – All Cities-All Items Size Class D Under 50,000"

From 7/01/2014 thru 6/30/2017 the increase will be based upon the 40% increase per the DNR existing lease.

NOW, THEREFORE, IT IS HEREBY AGREED by and between the parties to a change in rental rates and contract terms as follows:

1) "Paragraph #2 – Rent" – Rental Rates for 7/01/2012 thru 6/30/2017 Term.

Lease Periods: 7/01/12 thru 6/30/17	Current Rate	CPI – 2.3% Lease 40% Incr.	New Rate	Lease Periods:
7/01/12 – 6/30/13	\$3,430.00	\$78.89	3,508.89	7/01/12 – 6/30/13
7/01/13 – 6/30/14	\$3,430.00	\$78.89	3,508.89	7/01/13 – 6/30/14
7/01/14 – 6/30/15	\$3,430.00	Per Lease 40% Inc.	\$4,802.00	7/01/14 – 6/30/15
7/01/15 – 6/30/16	\$3,430.00	Per Lease 40% Inc.	\$4,802.00	7/01/15 – 6/30/16
7/01/16 – 6/30/17	\$3,430.00	Per Lease 40% Inc.	\$4,802.00	7/01/16 – 6/30/17
7/01/17		To Be Negotiated	To Be Negotiated	7/01/17

All other terms and conditions of the aforementioned lease shall remain the same

IN WITNESS WHEREOF, the Lessor and Lessee have signed their names and affixed their seals the day and year first above written.



Approved as to Form:

Prosecuting Attorney
WSBA # _____

LESSOR:

BOARD OF COUNTY COMMISSIONERS
KITITITAS COUNTY, WASHINGTON



Alan Crankovich, Chairman 5/1/12


Obie O'Brien, Vice-Chairman

ABSENT

Paul Jewell, Commissioner

LESSEE:


DNR - Representative

William J. Frare
Engineering Division Manager

COPY

(0200-001)

EXHIBIT 11-B-4a

L E A S E

THIS LEASE made and dated this 11th day of May, 1977, by and between Kittitas County, a municipal corporation in the State of Washington, hereinafter referred to as the County, and the Department of Natural Resources, an agency of the State of Washington, hereinafter referred to as DNR.

The County hereby agrees to lease to DNR, and DNR hereby agrees to lease from the County, the following described real property situated in Kittitas County, Washington, to-wit:

All that portion of the SE 1/4 SE 1/4, Section 23 and SW 1/4 SW 1/4, Section 24, Township 18 North, Range 18 East, W.M., Kittitas County, Washington, described as follows:

Beginning at the Southwest corner of Section 24, Township 18 North, Range 18 West, W.M., thence North 0°35' West along the West section line said Section 24 a distance of 60.0 feet to a true point of beginning. From the true point of beginning, thence North 87°37'00" East a distance of 467.73 feet, thence North 2°43'45" West a distance of 327.19 feet, thence South 87°34'45" West a distance of 1,029.25 feet, thence North 47°25'30" West a distance of 391.35 feet, thence South 87°34' West a distance of 91.63 feet, thence South 0°41'30" East a distance of 386.78 feet, thence North 87°58'00" East a distance of 923.07 feet, thence South 0°35'00" East a distance of 261.53 feet, thence North 87°35'00" East a distance of 29.04 feet which point is the true point of beginning.

TERM: The term of this lease shall commence on the 1st day of June, 1977, and shall terminate on the 1st day of June, 2027.

RENT: The DNR shall pay the following rent on June 1, 1977, and each year thereafter during the term in advance the sum of

LEASE
PAGE ONE

JOSEPH PANATTONI
KITITITAS COUNTY PROSECUTOR
P.O. BOX 577
ELLENBURG, WASHINGTON
98926
TELEPHONE (509) 925-5359

\$1968.40

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

\$ 1250.00 per annum. DNR herewith agrees that the rentals for every five-year period after the initial five-year period of the term of this lease may be readjusted by the Board of County Commissioners not to exceed the fair rental value of such lease premises not including any improvements made by lessee: PROVIDED, That in no event shall such rental adjustment be greater than 40% of the rental for the previous five-year period.

In the event the County and DNR cannot agree upon the rentals for said five-year period, the parties shall submit to have the disputed rentals for the subsequent period adjusted by arbitration. The County shall pick one arbitrator, and DNR one, and the two so chosen shall select a third. No board of arbitrators shall reduce the rentals below the sum fixed or agreed upon for the last preceding period. Each party shall bear the expense of the arbitrator selected by it. The costs and expenses of the third arbitrator shall be shared equally by the lessee and lessor.

UTILITIES: There presently exists a water system at the Kittitas County Airport, and DNR shall be entitled to free water from said system. All other utilities shall be paid by DNR. In the event that the existing water system should fail and extensive repairs should become necessary or it should become necessary to install a new water system, DNR agrees at that time to commence paying a reasonable charge for domestic water.

ASSIGNMENT: DNR shall not assign nor sublet this lease nor any

LEASE
PAGE TWO

JOSEPH PANATTONI
KITITAS COUNTY PROSECUTOR
P. O. BOX 577
ELLENSBURG, WASHINGTON
98928
TELEPHONE (509) 825-5369

1
2
3 portion thereof without first having obtained the written consent
4 of the County therefor.

5
6 PROPERTY DAMAGE AND BODILY INJURY: The DNR hereby agrees to
7 indemnify and hold harmless the County from any and all claims or
8 demands of whatsoever nature arising out of loss, damage or injury
9 to persons or property resulting from DNR's use or occupation of
10 the leased premises and areas adjacent thereto caused by the
11 tortious acts or neglect of the DNR, its agents or employees to
12 the extent allowed by law.

13 QUIET ENJOYMENT: The County covenants with DNR that on payment of
14 the rent herein required to be paid and performance of the
15 covenants herein contained, DNR and those holding under it may
16 peaceably and quietly have, hold and enjoy the premises for the
17 term hereof, for the purpose of conducting its business in the
18 usual and customary manner.

19
20 WAIVER: No assent, express or implied, by the County to any branch
21 of any of DNR's covenants, agreements, conditions or terms hereof
22 shall be deemed or taken to be a waiver of any succeeding breach of
23 any covenant, agreement, condition or term hereof.

24 INSPECTION: At all times during the term of this lease or any
25 extension thereof, the County shall have the right to enter into
26 and upon the demised premises during reasonable business hours for
27 the purpose of examining and inspecting the same and determining
28
29

30 LEASE
PAGE THREE

JOSEPH PANATTONI
KITITIS COUNTY PROSECUTOR
P.O. BOX 577
ELLENSBURG, WASHINGTON
98928
TELEPHONE (509) 825-8369

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

whether DNR shall have complied with all of its obligations here-
under in respect to the care and maintenance of the premises and all
other terms and conditions hereof.

WATER: DNR agrees to pay all water charges to the Kittitas County
Reclamation District.

SPECIAL CONDITIONS: Irrigation ditches must not be rerouted without
written approval from the Board of Kittitas County Commissioners.
Irrigation water utilized by the DNR will not be allowed to run off
on runways.

FENCES AND DITCHES: The DNR shall care for and maintain all fences,
irrigating and drainage ditches upon said property or appurtenances
thereto in a state of good repair and condition during the term of
this lease.

WASTE: The DNR shall not commit waste of the leased property and
shall comply with all the regulations of the weed district within
which said leased property is included and shall use all reasonable
efforts to eradicate and prevent the growth of noxious weeds.

AIRPORT TRAFFIC: It is understood and agreed that the DNR's use of
the leased premises shall not in any manner interfere or restrict
the use of aircraft landings, take offs, or storage of aircraft as
the airport is presently constructed. DNR shall comply with all
rules and regulations of the Federal Aeronautics Administration.

LEASE
PAGE FOUR

JOSEPH PANATTONI
KITITAS COUNTY PROSECUTOR
P. O. BOX 877
ELLENSBURG, WASHINGTON
98928
TELEPHONE (509) 925-5369

1
2
3 RIGHTS OF U. S. GOVERNMENT: The County holds title to the property
4 herein leased, partially by virtue of a deed from the United States
5 government. A copy of said deed is attached hereto and made a part
6 of this instrument as though fully set forth herein. DNR agrees
7 that it will do nothing which will cause the County to be in
8 violation of the terms of said deed. DNR further herewith agrees
9 that it has had ample opportunity to review said deed and is aware
10 of all the terms and conditions therein.

11 USE OF PREMISES: DNR agrees that it will use the premises only for
12 the purpose of conducting the operations of the Department of
13 Natural Resources.
14

15 IMPROVEMENTS: It is understood and agreed between the parties that
16 DNR will use said premises to construct offices ^{and other structures} for DNR. It is *BK*
17 further agreed that before such construction commences, that the
18 plans and specifications for said construction shall be submitted
19 to the County's Board of County Commissioners for their approval
20 and to FAA for their approval, and no construction shall commence
21 until said approval is received by DNR from each of said agencies
22 in writing. All buildings or other improvements made upon property
23 leased shall belong to and become the property of the County at the
24 expiration of the term.

25 In the event that there is an extension of the term of this
26 lease, or in the event that the parties hereto agree to another
27 lease whose term commences immediately following the expiration of
28
29

30 LEASE
PAGE FIVE

JOSEPH PANATTONI
KITITAS COUNTY PROSECUTOR
P.O. BOX 577
ELLENSBURG, WASHINGTON
99928
TELEPHONE (509) 825-5369

1
2
3 this lease, it is agreed that for the first ten years of said
4 extended term or term of a new lease that DNR shall not be required
5 to pay any rental for any buildings or other improvements made upon
6 the leased property during the original term by DNR.

7 FAA APPROVAL: This lease shall be of no effect and shall be void
8 unless, prior to commencement of the term, the lease is approved in
9 writing by the Federal Aeronautics Administration. Further, the
10 lessee shall have the right to terminate or require readjustment of
11 the terms of this lease in the event FAA does not approve any
12 proposed construction or modification of improvements proposed by
13 the DNR.
14

15 DEFAULT: In the event that DNR shall violate this lease, or any of
16 its conditions or terms as herein stated, the County may terminate
17 this lease by giving sixty (60) days written notice of the condi-
18 tions or terms being violated, and if said violations are not
19 corrected within the sixty-day period, this lease may be cancelled
20 and the County shall be entitled to peaceably retake possession of
21 the premises: PROVIDED, the lessee shall have the right to remove
22 all improvements if such termination is prior to the thirtieth
23 (30th) anniversary of the date of this lease. Notice to the DNR
24 under this section or any other section shall be in writing and
25 addressed to the Department of Natural Resources, State of Washing-
26 ton, Olympia, Washington, by registered or certified mail with
27
28
29

30 LEASE
PAGE SIX

JOSEPH PANATTONI
KITITAS COUNTY PROSECUTOR
P.O. BOX 577
ELLENSBURG, WASHINGTON
98926
TELEPHONE (509) 925-3360

1
2
3 postage prepaid, and the parties herewith agree that such notice
4 shall be sufficient.

5
6 IN WITNESS WHEREOF, the County and DNR have executed this
7 lease on the day and year first above written.

8 KITTITAS COUNTY

9
10 Frank Stegerich
11 Chairman

12 ATTEST:

13
14 Marion Sarter
Kittitas County Auditor

15
16 DEPARTMENT OF NATURAL RESOURCES,
17 STATE OF WASHINGTON

18 Bert Cole

19 APPROVED:

20
21 Robert O. Brown
22 Federal Aeronautics Administration

23
24
25 Approved as to Form Only

26 11th day of May 1977

27 SLADE GORTON
Attorney General

28 By Lawrence Coniff
Assistant Attorney General

29
30 LEASE
PAGE SEVEN

JOSEPH PANATTONI
KITTITAS COUNTY PROSECUTOR
P. O. BOX 577
ELLENSBURG, WASHINGTON
99928
TELEPHONE (509) 925-5389

1
2
3 STATE OF WASHINGTON)
4) ss.
5 COUNTY OF KITTITAS)

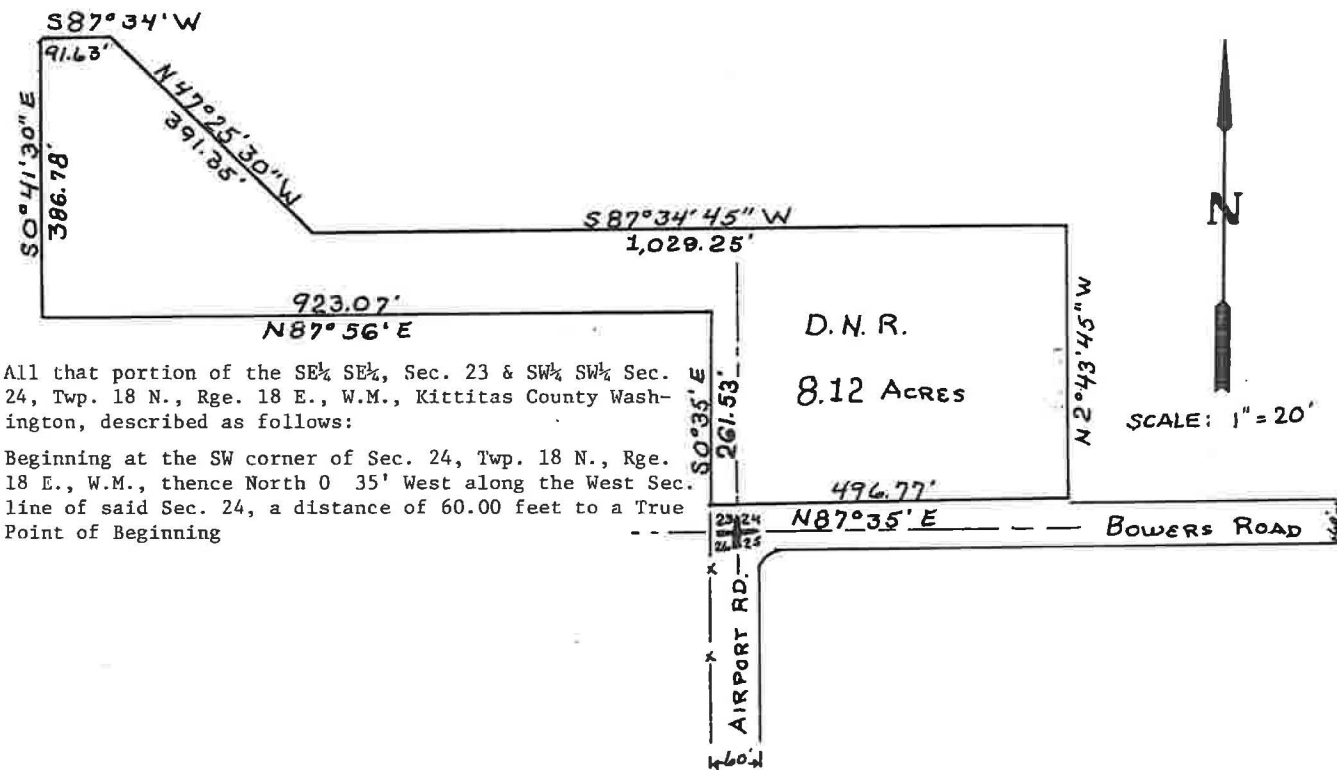
6 I, the undersigned, a notary public in and for the State of
7 Washington, do hereby certify that on this __//__ day of May,
8 1977, before me personally appeared Frank Gregerich, Jr., known to
9 me to be the duly elected, qualified and acting Chairman of the
10 Board of Kittitas County Commissioners, and executed the within
11 and foregoing instrument and acknowledged the said instrument to
12 be the free and voluntary act and deed of said Kittitas County,
13 Washington, for the uses and purposes therein mentioned, and he on
14 oath stated that he was authorized to execute said instrument by
15 resolution of the Board of County Commissioners of Kittitas County,
16 Washington, and that the seal affixed is the official seal of
17 Kittitas County.

18 WITNESS MY HAND AND OFFICIAL SEAL hereto affixed the day and
19 year first above written.

20
21 Mauron Carter
22 NOTARY PUBLIC in and for the State of
23 Washington, residing at Ellensburg.
24
25
26
27
28
29

30 LEASE
PAGE EIGHT

JOSEPH PANATTONI
KITTITAS COUNTY PROSECUTOR
P. O. BOX 577
ELLENSBURG, WASHINGTON
98928
TELEPHONE (809) 925-5359



All that portion of the SE $\frac{1}{4}$ SE $\frac{1}{4}$, Sec. 23 & SW $\frac{1}{4}$ SW $\frac{1}{4}$ Sec. 24, Twp. 18 N., Rge. 18 E., W.M., Kittitas County Washington, described as follows:

Beginning at the SW corner of Sec. 24, Twp. 18 N., Rge. 18 E., W.M., thence North 0° 35' West along the West Sec. line of said Sec. 24, a distance of 60.00 feet to a True Point of Beginning

KITTITAS COUNTY AIRPORT
BOWERS FIELD
D.N.R. LEASE

Date May 1982

RJR