



KITTITAS COUNTY AIRPORT
DEPARTMENT OF PUBLIC WORKS

CONSENT TO ASSIGNMENT OF LEASE

THIS CONSENT given this 7 day of June, 2011, by **Kittitas County**, a municipal corporation in the State of Washington, hereinafter referred to as the **LESSOR**,

WITNESSETH:

Recitals:

WHEREAS the Lessor has leased certain land located at Kittitas County Airport (Bowers Field) to **Carrera Hangars LP**, a limited partnership formed in the State of Washington, hereinafter referred to as the **LESSEE**, pursuant to a lease dated June 1, 2010, hereinafter referred to as the **LEASE**;

AND WHEREAS the Assignor desires to assign all its interest in the Lease to **Carrera Hangars Bowers Field LP**, hereinafter referred to as the **ASSIGNEE**, a limited partnership formed in the State of Washington with the same partners as the Lessee, pursuant to a Lease Assignment and Assumption Agreement, a copy of which is attached as Schedule A to this Consent, hereinafter referred to as the **ASSIGNMENT AGREEMENT**;

AND WHEREAS although the Lessee and Assignee are under common ownership and control, the Lessee does not own or control the Assignee, and accordingly pursuant to Paragraph 8 of the Lease the Lessee has requested the prior written consent of the Lessor to the assignment of the Lease.

NOW THEREFORE the Lessor does hereby consent to the assignment of the Lease to the Assignee pursuant to the Assignment Agreement.

IN WITNESS WHEREOF, the Lessor has signed its name and affixed its seal the day and year first above written.



Mandy Robinson
Clerk of the Board *Depary*

LESSOR:

BOARD OF COUNTY COMMISSIONERS
KIT TITAS COUNTY, WASHINGTON

Paul Jewell
Paul Jewell, Chairman

Alan Crankovich
Alan Crankovich, Vice-Chairman

Obie O'Brien
Obie O'Brien, Commissioner

Schedule A

LEASE ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS AGREEMENT made and entered into this 1st day of May, 2011 by and between **CARRERA HANGARS LP**, a limited partnership formed in the State of Washington, hereinafter referred to as the "**Assignor**", and **CARRERA HANGARS BOWERS FIELD LP**, a limited partnership formed in the State of Washington, hereinafter referred to as the Assignee

WITNESSETH:

Recitals:

WHEREAS the Assignor has leased certain land (hereinafter referred to as the "**Leased Land**") located at Kittitas County Airport (Bowers Field), Kittitas County, Washington (hereinafter referred to as the "**Airport**") under a ground lease (hereinafter referred to as the "**Lease**") dated June 1, 2010 between Kittitas County (hereinafter referred to as the "**County**"), as Lessor, and the Assignor, as Lessee;

AND WHEREAS the Assignor has constructed a hangar building on the Leased Land (hereinafter referred to as the "**Building**") and the Assignor has leased hangars in the Building to tenants pursuant to hangar leases (hereinafter referred to as the "**Hangar Leases**");

AND WHEREAS the Assignor desires to assign all its interest in the Lease, the Building and the Hangar Leases to the Assignee;

AND WHEREAS although the Assignor and Assignee are under common ownership and control, the Assignor does not own or control the Assignee, and accordingly the Assignor has requested the prior written consent of the County to the assignment of the Lease pursuant to Paragraph 8 of the Lease.

NOW THEREFORE for and in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

Effective Date

1. This Agreement will take effect on first day of the month following the receipt of written consent of the County to the assignment of the Lease (hereinafter referred to as the "**Effective Date**") pursuant to this Agreement.

Assignment to Assignee

2. On the Effective Date of this Agreement, the Assignor hereby assigns, transfers and conveys to the Assignee all its right, title and interest in and to the Lease, the Building (including all fixtures and other components thereof) and the Hangar Leases (including all deposits and all amounts received as rent pertaining to the period following the Effective Date).

Assumption of all Lease Obligations by Assignee

3. On the Effective Date of this Agreement, the Assignee hereby assumes each and every obligation of the Assignor under the Lease as if the Assignee had been an original party thereto.

Continued Obligation of Assignor

4. The Assignor acknowledges that pursuant to Paragraph 8 of the Lease, the assumption of the obligations under the Lease by the Assignee does not relieve the obligation of the Assignor to perform the Lease in every respect.

Conformance with Laws and Regulations

5. The Assignor and Assignee acknowledge and declare that this Agreement is intended to be in conformance with all Airport Board, local, state and federal laws, ordinances, rules, regulations and policies, and the Assignee will comply with all laws, ordinances, rules, regulations and policies applicable to the use and operation of the Airport property, facilities and operations as those laws, ordinances, rules, regulations and policies now exist or may hereafter become effective.

General

6. The covenants, agreements, terms and conditions contained in this Agreement shall apply to and be binding upon Assignor and Assignee and their respective heirs, executors, administrators, successor and assigns.

IN WITNESS WHEREOF the parties have entered into this Agreement as of the date and year first above written.

**CARRERA HANGARS LP, by its General
Partner, CARRERA PACIFIC CORPORATION**

Per:



John Gregory, Director & Secretary

**CARRERA HANGARS BOWERS FIELD LP, by
its General Partner, CARRERA PACIFIC
CORPORATION**

Per:



John Gregory, Director & Secretary