

## **ASSIGNMENT OF LEASE**

This Assignment of Lease (Assignment) is entered into on this 1<sup>st</sup> day of June, 2013, between the ESTATE OF JAMES JAY GROSECLOSE (Assignor), ANDREW PATRY (Assignee), and KITTITAS COUNTY, a political subdivision of the State of Washington, Kittitas County.

### **RECITALS**

Jim Groseclose entered into a Lease on the 1<sup>st</sup> day of October, 2008, with Kittitas County for the lease of Lot H-32 of the Kittitas County Airport Binding Site Plan through September, 2053. A copy of said Lease is attached hereto as Exhibit A and is hereinafter referred to as the "Lease".

On June 1, 2010, an Assignment of Lease from Jim Groseclose to The Estate of James Jay Groseclose was completed in which Barbara Groseclose signed as the beneficiary.

On May 13, 2013, Kittitas County received email notification from Barbara Groseclose stating that she sold her hanger to Andrew Patry and requested the remainder of her lease term be assigned to Mr. Patry. Paragraph 18 of the Lease allows for this.

On May 6, 2013, Kittitas County received an email from Andrew Patry requesting that the remainder of The Estate of James Jay Groseclose lease be assigned to him since he purchased the hangar.

The Kittitas County Board of Commissioners determined that it was in the best interest of the County to authorize the assignment of the Lease, as extended, to ANDREW PATRY.

### **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, 2013. 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, 2013.

#### **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:**

ESTATE OF JAMES JAY GROSECLOSE

Barbara Groseclose

**ASSIGNEE:**

ANDREW PATRY

Andrew Patry

**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 COUNTY

By:

Obie O'Brien  
Obie O'Brien, Chair

6/4/13

Its:

Boice Chair

## 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 1<sup>st</sup> 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.

#### **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.

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#### **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

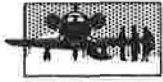
**CONSENT OF LANDLORD**

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 COUNTY**

By: 7.7  
Mark McClain, Chair

Its: BOCC Chair  
7/16/10



**THIS LEASE** made and entered into this 1<sup>st</sup> day of October, 2008, by and between **Kittitas County**, a municipal corporation in the State of Washington, hereinafter referred to as the **LESSOR**, and **JIM GROSECLOSE**, hereinafter referred to as the **LESSEE**.

**WITNESSETH:**

The Lessor hereby agrees to lease to the Lessee, and the Lessee hereby agrees to lease from the Lessor, the following described real property:

**Lot H-32 OF THE AIRPORT BINDING SITE PLAN IN SECTION 25, TOWNSHIP 18,  
RANGE 18, KITTITAS COUNTY, WASHINGTON**

**Containing 7,925.25 sq ft, or 0.18 acres more or less**

This lease is made in accordance with Chapter 36.34 RCW. This lease is subject to the provisions of Chapter 59.12 RCW as currently existing of hereafter amended.

1. **TERM:** The term of this lease shall be 45 years and will commence on the 1<sup>st</sup> day of October, 2008.
2. **RENT:** Rent shall be paid in advance on an annual basis, with the first payment due on or before the 1st day of October of each year and continuing thereafter until termination of this lease. The rental for each year shall be as follows:

<u>Rental Periods</u>	<u>Annual</u>	
10/01/08 – 09/30/09	\$951.03	(.12 cents sq/ft)
10/01/09 – 09/30/10	\$951.03	
10/01/10 – 09/30/11	\$951.03	
10/01/11 – 09/30/12	\$951.03	
10/01/12 – 09/30/13	\$951.03	

**10/01/13      \*\*\*TO BE NEGOTIATED \*\*\***

3. **ADJUSTMENT OF RENTAL:** Pursuant to RCW 36.34.180 the rental for every five year period thereafter, or part thereof, at the commencement of such period, shall be readjusted and fixed by the Board of County Commissioners;

(a) After the fifth year, the Lessor shall have the right to readjust the rent on or before October 1<sup>st</sup> of the fifth, tenth, fifteenth, twentieth, twenty-fifth, thirtieth, thirty-fifth, and fortieth years of this lease for each



following five year period; and the increase shall BE THE CUMULATIVE EFFECT OF THE CPI INDEX OVER THE PREVIOUS FIVE YEARS. It is agreed between LESSOR and LESSEE that the following CPI Index will be used for future rental increases:

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

- (b) If there is a mathematical dispute and the Lessee does not agree that the CPI index, above listed, yields the rental rates for one of the subsequent five year terms, the Lessee may request arbitration. If the Lessee elects to arbitrate, the Lessee shall select one arbitrator and the Lessor shall select one arbitrator and the two so chosen shall select a third arbitrator. The arbitrators shall have the authority to calculate the rental rate for the next five years based upon the above-listed CPI index, and both parties shall be bound by the decision of the arbitrators. The cost of arbitration shall be borne by the Lessee.
  - (c) It is understood by Lessee that this lease is not for commercial purposes and that the lease rate is for a ground lease for a private Aircraft Hangar.
- 4. LEASEHOLD TAX: In addition to any rental herein provided, the Lessee shall pay to the Lessor the leasehold tax as set forth by the State of Washington in Chapter 61, Laws of 1976, Second Executive Session (R.C.W. 82.29A) or as amended. The tax shall be due and payable at the same time the rental charged herein is due and payable.
- 5. FIRE PROTECTION ASSESSMENT In addition to any rental herein provided, the Lessee shall pay a fee which shall be in lieu of taxes for fire protection services. The annual rate shall be based upon the annual fire assessment determined by the Kittitas County Assessor and Kittitas Valley Fire & Rescue to be calculated on January 1<sup>st</sup> of the current year. The assessment shall be due and payable concurrently with the annual lease payment.
- 6. UTILITIES: The Lessee shall pay for extension of and all utility services supplied to the premises. Any such extensions shall be subject to the advance review of the Lessor.
- 7. PURPOSE: It is understood by Lessee that this lease is not for commercial purposes and that the lease rate is for a ground lease for a private Aircraft Hangar. The Lessee shall utilize the premises primarily for an aircraft hangar for non-commercial aircraft storage and maintenance at least seven (7) months out of each calendar year. The land and any improvements are for non-commercial uses only. Lessee shall not conduct any type of commercial activity from said premises, without first obtaining the prior written approval of the Department of Public Works.



No planes shall be allowed to be tied-down on the apron area of the leased premises. The leased premises is specifically for the private hangar.

8. **RULES AND REGULATIONS:** The Lessee agrees to comply with all pertinent rules and regulations of the federal, state and local governments, as well as the rules, regulations, ordinances, and minimum standards of the Kittitas County Airport (Bowers Field), as are presently in effect and may in the future be adopted. The rules, regulations, ordinances and minimum standards of the Kittitas County Airport (Bowers Field) are made a part of this Agreement and shall have the same effect as though written herein. A copy of the Kittitas County Airport Standards is on file in the office of the Kittitas County Department of Public Works.
9. **IMPROVEMENTS:** Upon termination of this lease, for whatever reason and under whatever circumstances, all improvements remaining upon the leased premises become the property of Lessor, free and clear, without any liability of Lessor to Lessee. Should Lessor desire the removal of Lessee's improvements upon the date of lease termination, Lessor shall give Lessee written notice to remove all improvements and return the premises to its state as before the lease at least thirty (30) days prior to the termination date for the lease. Upon removal, the premises shall be left in a neat and orderly condition, without debris and shall be graded level. Should the premises not be left in such condition, after Lessee received such notice, Lessor may remove improvements and repair the premises and seek reimbursement from Lessee in any manner allowed by law.

In consideration for a lease term in excess of 10 years in duration, Lessee promises and agrees to construct the structure(s) described on Exhibit "A" attached hereto and incorporated herein by this reference, as provided for in RCW 36.34.180. Also in accord with RCW 36.34.180, Lessee agrees that, should Lessee fail to construct the structure(s) described in Exhibit "A" within the first three years of the term of this lease, this lease shall automatically terminate and Lessee forfeits any and all interest in the premises. No construction may be made without prior obtaining of appropriate permits, the responsibility for which is that of Lessee.

10. **REPAIRS:** The maintenance and repair of the aircraft hangar structure and other improvements shall be the responsibility of the Lessee, including utilities within the leased area.

The Lessee further agrees that it will not commit waste and that it will keep said premises in a safe, sanitary, neat, presentable, and otherwise good condition, and in general shall comply with all the applicable governmental rules, ordinances and regulations as may be required or imposed by such authorities on said premises and shall comply with any direction pursuant to law of any public officer or officers who shall be empowered to enforce local, state and federal rules, regulations and ordinances upon the Lessee with respect to the said premises or the use, occupancy, or control thereof and shall not suffer any improper or offensive use of said premises.

11. AREA MAINTENANCE: Lessee shall, during the term of this lease, maintain the area between the building and boundary line of said lease to the satisfaction of the Lessor. The area shall be kept free of all debris, weeds and brush for the term of this lease. Lessee shall reimburse the Kittitas County Weed Board or Kittitas County Department of Public Works for any costs incurred in the event that the County Weed Board or Kittitas County Department of Public Works undertakes noxious weed or vegetation control measures.
12. INSURANCE: The Lessee shall obtain and maintain in force during the term of this agreement a liability insurance policy, which provides protection for bodily injury (including death) and property damage. Said insurance shall provide coverage by the Lessee to any employees or permittees of the Lessee, and shall name the Lessor as coinsured.
  - (a) Liability insurance policy shall have the following provisions, at a minimum:

Premises and leased area liability coverage in an amount not less than \$1,000,000 - each occurrence.

Provide for not less than thirty (30) days in advance a written notice to Kittitas County regarding any material change or termination of the policy.
  - (b) Lessee hereby releases Lessor of and from every and all right, claim and demand that Lessee may hereafter have against Lessor, its successors or assigns, arising out of or in connection with any loss or losses occasioned by fire and such items as are included under the normal extended coverage clauses of insurance policies, and does hereby waive all rights of subrogation in favor of insurance carriers against Lessor arising out of any losses occasioned by fire and such items as are included under the normal extended coverage clauses of fire insurance policies, and sustained by Lessee in or to the said premises and leased area.

The Lessee shall provide the Lessor with a copy of said insurance policy.
13. AIRPORT TRAFFIC: It is understood and agreed that the Lessee's use of said premises and leased area shall not in any manner interfere or restrict the use of aircraft landings, take-offs, storage of aircraft, taxiing, and movement of ground vehicles. Lessee shall comply with all rules and regulations of the Federal Aviation Administration, Washington State Department of Transportation Aeronautics Division, and the Kittitas County Airport Standards.
14. HUNTING: Hunting or discharging of firearms will not be permitted on or from said premises or leased area.
15. NOTICES: Any notice given by one party to the other in connection with this agreement shall be in writing and shall be sent by certified or registered mail, return receipt requested as follows:

(a) If to Lessor, addressed to:

Kittitas County Department of Public Works  
411 N. Ruby, Suite #1  
Ellensburg, Washington 98926

(b) If to Lessee, addressed to:

Jim Groseclose  
1500 Orchard Road  
Ellensburg, Wa 98926  
(509) 933-4707

Notice shall be deemed to have been received on the date of receipt as shown on the return receipt.

Notice need be sent to but one Lessee where the Lessee is more than one person.

16. ATTORNEY FEES: In case Lessor shall bring suit to recover any rent due hereunder, or for breach of any provision of this lease, or to recover possession of the leased premises, or if Lessee shall bring any action for any relief against Lessor, declaratory or otherwise, arising out of this lease, the prevailing party shall recover reasonable attorney fees which shall be determined and taxed by the court as part of the costs of such action.
17. RIGHTS OF THE U.S. GOVERNMENT: The Lessor holds title to the property herein leased, partially by virtue of a deed from the United States Government. A copy of said deed is available for inspection at the office of the Kittitas County Department of Public Works, hereto and made a part of this instrument as though fully set forth herein. Lessee agrees that it will do nothing which will cause the Lessor to be in violation of the terms of said deed. Lessee furthermore agrees that it has had ample opportunity to review said deed and is aware of all of the terms and conditions therein.
18. ASSIGNMENT: The Lessee shall not assign this lease nor sublet any portion thereof without first obtaining the written consent of the Lessor.
19. HOLD HARMLESS: The Lessee hereby agrees to defend, indemnify and hold harmless the Lesser from any and all claims or demands whatsoever arising out of any loss, damage, or injury to persons or property resulting from the Lessee's use or occupancy of said premises and leased area, or caused by the acts or neglect of the Lessee, his agents or employees.
20. BANKRUPTCY: It is further agreed and understood that in case of the insolvency or bankruptcy of the Lessee, or any assignment for the benefit of creditors or the appointment of a receiver for the Lessee, this lease shall be immediately forfeited and shall be of no further force and effect, and that the Trustee in Bankruptcy,

Receiver, or Assignee for the benefit of creditors shall not have any rights whatsoever in the demised premises.

21. DEFAULT: In the event the Lessee shall fail to comply with any of Lessee's commitments, duties or responsibilities under this lease, or any of its conditions or terms as herein stated, the Lessor may terminate this lease by giving ten (10) days written notice of the conditions or terms being violated. If said failures are not corrected within the ten (10) day period, this lease may be terminated and the Lessor shall be entitled to peaceably retake possession of the premises.
22. WAIVER: No assent, express or implied, by the Lessor to any breach of any of Lessee's covenants, agreements, conditions or terms hereof shall be deemed or taken to be a waiver of any succeeding breach of any covenant, agreement, condition or term hereof.
23. VENUE. In the event of any litigation between lessor and lessee arising out of this lease, the venue for such action shall lie in Kittitas County, notwithstanding any contrary provision of the Revised Code of Washington.
24. APPLICABILITY The covenants, agreements, terms and conditions contained in this lease shall apply to and be binding upon Lessor and Lessee and their respective heirs, executors, administrators, successor and assigns.
25. INTEGRATION Exhibits and Recitals are incorporated herein by this reference. This Lease embodies the entire agreement between the parties with respect to the subject matter herein contained. No amendments or modifications hereof shall be enforceable unless in writing, signed by the party to be charged.

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



  
Clerk of the Board

**LESSOR:**

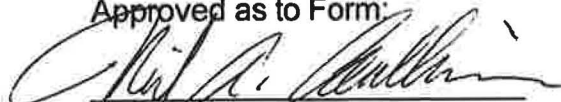
BOARD OF COUNTY COMMISSIONERS  
KITTITAS COUNTY, WASHINGTON

  
Mark McClain, Chairperson 9/16/08

  
Alan Crankovich, Vice-Chair

  
Linda K. Huber, Commissioner

Approved as to Form:

  
Prosecuting Attorney

**LESSEE:**

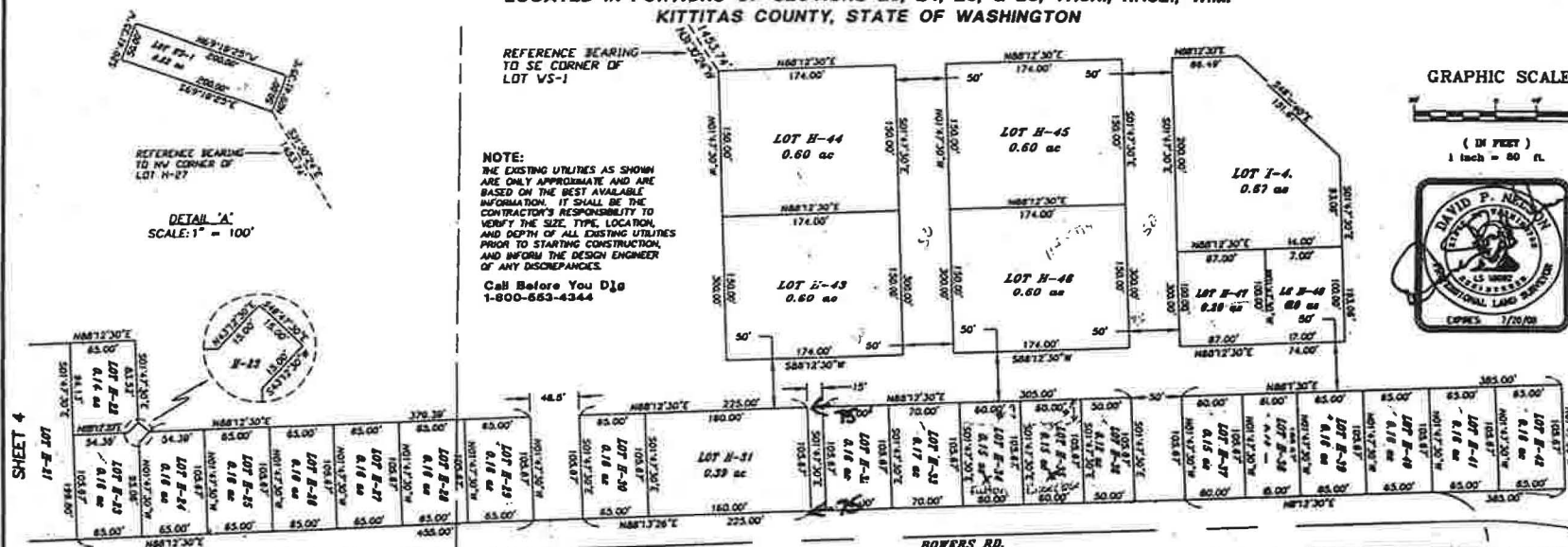
  
Jim Groseclose

Address:  
1500 Orchard Road  
Ellensburg, Wa 98926  
(509) 933-4707

**KITTITAS COUNTY AIRPORT BINDING SITE PLAN**

LOCATED IN PORTIONS OF SECTIONS 23, 24, 25, &amp; 26, T.18N., R.18E., W.M.

KITTITAS COUNTY, STATE OF WASHINGTON

**DEDICATION**

KNOW ALL MEN BY THESE PRESENTS THAT KITTITAS COUNTY, THE UNDERSIGNED OWNER OF THE HEREIN DESCRIBED REAL PROPERTY, DOES HEREBY DECLARE, SUBMIT AND PLAT AS HEREIN DESCRIBED

IN WITNESS WHEREOF, WE HAVE SET OUR HANDS THIS 13th DAY OF February, A.D., 2008

NAME: David B. Brown TITLE: Chairman - Board  
 NAME: Mike A. Kinnick TITLE: Vice-Chair  
 NAME: David B. Brown TITLE: Commissioner

**ACKNOWLEDGEMENT**

STATE OF WASHINGTON )

COUNTY OF KITTITAS )

On this day personally appeared before me Dark McLean  
Alan Frankovich, David Brown

Is the known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same of their own free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 13th day of Feb. 2008

**SURVEY NOTES:**

1. FOR BASIS OF BEARINGS AND SECTION BREAKDOWN SEE THE SURVEY RECORDED BY CRUSE & NELSON IN BOOK 19 OF SURVEYS A, PAGE 213, UNDER AUDITOR'S FILE NUMBER 546980, RECORDS OF KITTITAS COUNTY, STATE OF WASHINGTON. RIGHT-OF-WAY DELINEATION OF WESTSIDE ROAD (FORMERLY RESERVOIR CANYON ROAD), AS PER THE KITTITAS COUNTY RIGHT-OF-WAY PLANS FOR RESERVOIR CANYON ROAD ON FILE WITH THE KITTITAS COUNTY DEPARTMENT OF PUBLIC WORKS AND THE STATUTORY WARRANTY DEEDS RECORDED UNDER AFH: 549930 & 549931, RECORDS OF KITTITAS COUNTY, STATE OF WASHINGTON.
2. THE PURPOSE OF THIS BINDING SITE PLAN IS TO DELINEATE INDIVIDUAL PARCELS LOCATED WITHIN THE BOUNDARIES OF THE KITTITAS COUNTY AIRPORT (BOWERS FIELD) FOR CREATING LEASE PARCELS AS PER KITTITAS COUNTY CODE TITLE 16.04 AND TO COME INTO COMPLIANCE WITH THE GUIDELINES SET FORTH BY THE REVISED CODE OF THE STATE OF WASHINGTON (RCW 58.17.020, RCW 58.17.300 AND RCW 64.32).
3. THIS SURVEY DOES NOT PURPORT TO SHOW ALL EASEMENTS OF RECORD OR OTHERWISE.
4. THE SURVEY INFORMATION SHOWN HEREON IS A COMPILATION OF RECORD DATA AND INFORMATION PROVIDED BY THE KITTITAS COUNTY PUBLIC WORKS DEPARTMENT. NO FIELD SURVEYING WAS PROVIDED BY ENCOMPASS ENGINEERING & SURVEYING.
5. PER RCW 17.10.140 LANDOWNERS ARE RESPONSIBLE FOR CONTROLLING AND PREVENTING THE SPREAD OF NOXIOUS WEEDS. ACCORDINGLY, THE KITTITAS COUNTY NOXIOUS WEED BOARD RECOMMENDS IMMEDIATE RESEEDING OF AREAS DISTURBED BY DEVELOPMENT TO PRECLUDE THE PROLIFERATION OF NOXIOUS WEEDS.
6. AN APPROVED ACCESS PERMIT WILL BE REQUIRED FROM THE DEPARTMENT OF PUBLIC WORKS PRIOR TO CREATING ANY NEW DRIVEWAY ACCESS OR PERFORMING WORK WITHIN THE COUNTY ROAD RIGHT OF WAY.
7. ALL DEVELOPMENT SHALL BE CONSISTENT WITH THE AIRPORT MASTER PLAN AS ADOPTED AT THE TIME OF THE DEVELOPMENT APPLICATION AND MUST ABIDE WITH AND BE CONSISTENT WITH ALL APPLICABLE FEDERAL AVIATION ADMINISTRATION (FAA) GUIDELINES.
8. THE SUBJECT PROPERTY IS WITHIN OR NEAR EXISTING AGRICULTURAL OR OTHER NATURAL RESOURCE AREAS ON WHICH A VARIETY OF ACTIVITIES MAY OCCUR THAT ARE NOT COMPATIBLE WITH RESIDENTIAL DEVELOPMENT FOR CERTAIN PERIODS OF VARYING DURATION. AGRICULTURAL OR OTHER NATURAL RESOURCE ACTIVITIES PERFORMED IN ACCORDANCE WITH COUNTY, STATE AND FEDERAL LAWS ARE NOT SUBJECT TO LEGAL ACTION AS PUBLIC NUISANCES. KITTITAS COUNTY HAS ADOPTED RIGHT TO FARM PROVISIONS CONTAINED IN THE SECTION 17.74 OF THE KITTITAS COUNTY ZONING CODE.
9. THE PLAT RECORDED IN BOOK 11 OF PLATS, PAGES 83-89, UNDER AUDITOR'S FILE No. 200712190061, RECORDS OF KITTITAS COUNTY, STATE OF WASHINGTON, AND ERRONEOUSLY RECORDED IN BOOK 34 OF SURVEYS, PAGES 184-190, UNDER AUDITOR'S FILE No. 200712180037, RECORDS OF KITTITAS COUNTY, STATE OF WASHINGTON, HAD DUPLICATE PARCEL DESIGNATIONS FOR THE "H" SERIES LOTS. THE PURPOSE OF THIS SURVEY IS TO AMEND THOSE P. RCEL DESIGNATIONS TO HAVE CONTINUOUS NUMBERING. THIS PLAT SUPERSEDES THE AFOREMENTIONED RECORDED DOCUMENTS.
10. IT WAS NOT WITHIN THE SCOPE OF THIS SURVEY TO SET ANY PROPERTY CORNERS.

**SURVEYOR'S CERTIFICATE**

This map correctly represents a survey made by me or under my direction in conformance with the requirements of the Survey Recording Act of the request of KITTITAS COUNTY PUBLIC WORKS in NOV. 2007.

DAVID P. NELSON DATE 01/19/08  
 Certificate No. 18092

**RECORDER'S CERTIFICATE 200802200032**

Filed for record this 20 day of Feb. 2008 at 1:15 PM in book 11 of PLATS at page 115 of the request of

DAVID P. NELSON  
 Surveyor's Name  
 JERALD V. PETTIT  
 County Auditor

**Encompass**  
 ENGINEERING & SURVEYING

108 EAST 2ND ST.  
 CLE ELUM, WA 99022  
 PHONE: (509) 874-7433  
 FAX: (509) 874-7419

**KITTITAS COUNTY AIRPORT**

LOCATED IN PTNS. OF SECTION 23, 24, 25 & 26, T.18N., R.18E., W.M., KITTITAS COUNTY, STATE OF WASHINGTON

OWN BY	DATE	JOB NO.
M.FAIOLA	01/2008	06183
CHKD BY	SCALE	SHEET
D.NELSON	1"=80'	6 of 7



Real Estate Purchase and Sale Agreement  
(Non-Residential)

THIS CONTRACT CONTROLS THE SALE OF REAL PROPERTY,  
THIS IS A LEGAL BINDING CONTRACT

DATED this 3<sup>rd</sup> day of May, 2013

I. PARTIES:

- A. Seller: Barbara Groseclose  
B. Purchaser: Andrew Patry (Married Person Separate Estate)

II. PROPERTY:

- A. Tax Parcel: 955348  
B. Legal Description:  
ACRES 0.16; KITTITAS COUNTY AIRPORT AMENDED BINDING SITE  
PLAN, LOT~H-32; SEC 24, TWP 18, RGE 18~  
C. Included Items:  
1963 Piper Aztec N99AL, Tug, storage racks and other shelving, along  
with all other personal property left in the building at closing. Camper and  
contents not included. (B)

- III. PURCHASE PRICE: \$30,000 minus what will be paid to Kittitas County for  
past due lease and personal property taxes. Purchaser responsible for  
closing costs and fees. (B)

IV: CONTINGENCIES:

A: Buyer Contingencies:

- 1: Assignment of current lease to new buyer by Kittitas county  
public work.  
2: Complete maintenance log books for N99AL.

V: CLOSING DATE: On or before July 31, 2013. The closing date may be extended  
depending on Kittitas County Public Works ability to assign  
current lease to buyer or due to unforeseen obstacle(s) causing  
a delay.

VI: INSPECTION PERIOD: Waived

VII: GENERAL PROVISION:

1. Parties. Seller agrees to sell and Purchaser agrees to purchase the  
identified property. Seller represents that Seller is the owner of or  
has full rights and authority to sell the property.

Page 1 - 2 addendums

(B)  
Seller Initials

\_\_\_\_\_  
Purchaser Initials



2. **Property.** Purchaser and Seller authorize Closer to correct unintended mistakes and omission in the legal description.

A. **Property Condition.** Purchaser understands the seller is selling the property "as-is" and no warranty expressed written or implied.

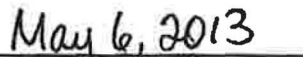
B. **Seller to Maintain Property.** Seller shall make reasonable efforts to maintain the property and structures condition.

C. **Risk of Loss.** If improvement on the property are destroyed or materially damaged by accidental fire or any other casualty prior to closing, and if closing has not occurred, then purchaser may elect to terminate this agreement and the earnest money shall be refunded.

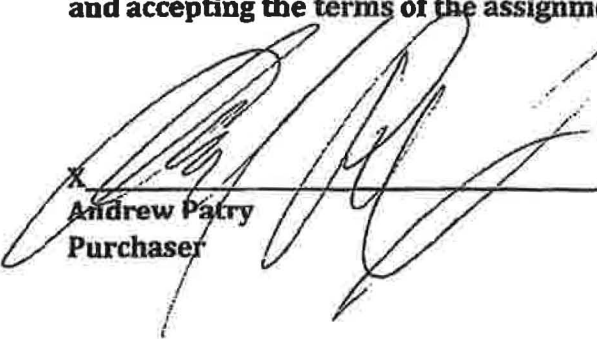
**PURCHASER AND SELLER UNDERSTAND THAT THIS IS A LEGALLY BINDING DOCUMENT FOR THE SALE AND PURCHASE OF PERSONAL PROPERTY ON LEASED LAND. BOTH PARTIES AGREE THAT THIS DOCUMENT HAS BEEN PREPARED IN COOPERATION BETWEEN BOTH PARTIES. BOTH PARTIES UNDERSTAND THAT THEY HAVE A RIGHT TO HAVE THIS DOCUMENT REVIEWED BY THEIR RESPECTIVE LEGAL COUNSEL OF THEIR OWN CHOICE AND AT THEIR OWN EXPENSE.**

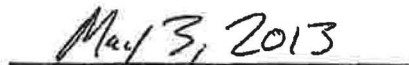
**SELLER:** By signing this document you have read and understand all language and assign your lease rights to the purchaser.

x   
Barbara Groseclose  
Seller

  
Date

**BUYER:** By signing this document you have read and understand all language and accepting the terms of the assignment of the current lease.

x   
Andrew Patry  
Purchaser

  
Date



Marsha Weyand  
Assessor

# Kittitas County Assessor

205 W 5th Ave Suite 101  
Ellensburg, WA 98926  
Phone: (509)962-7501  
Fax: (509)962-7666



## Property Summary (Appraisal Details)

### Parcel Information

Parcel Number: 955348  
Map Number: 18-18-24050-0032  
Situs: 01225 1E BOWERS RD ELLENSBURG  
Legal: ACRES 0.16; KITITITAS COUNTY AIRPORT  
AMENDED BINDING SITE PLAN, LOT~H-32;  
SEC 24, TWP 18, RGE 18~

### Ownership Information

Current Owner: KITITITAS CO (AIRPORT)  
% KITITITAS CO PUBLIC WORKS  
Address: 411 N RUBY ST STE 1  
City, State: ELLENSBURG WA  
Zipcode: 98926-

### Assessment Data

Tax District: 22  
Land Use/DOR 47  
Code:  
Open Space:  
Open Space  
Date:  
Senior  
Exemption:  
Deeded Acres: 0.16  
Last Revaluation n/a  
for Tax Year:

### Market Value

Land: 100  
Imp: 0  
Perm Crop: 0  
Total: 100

### Taxable Value

Land: 0  
Imp: 0  
Perm Crop: 0  
Total: 0

### Sales History

NO SALES HISTORY RECORDS FOUND

### Building Permits

NO ACTIVE PERMITS

### 5 Year Valuation Information

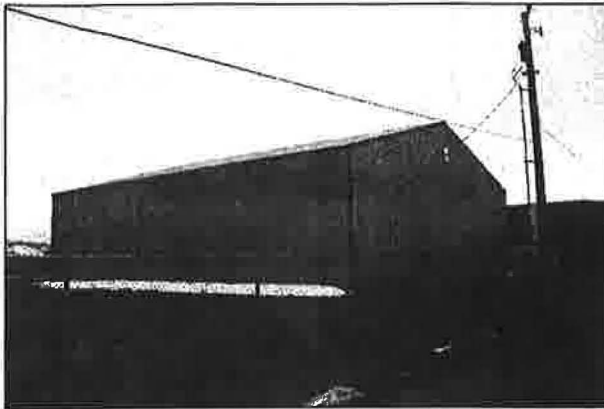
Year	Billed Owner	Land	Impr.	PermCrop Value	Total	Exempt	Taxable	Taxes
2013	KITITITAS CO (AIRPORT)	0	0	0	0	0	0	<a href="#">View Taxes</a>
2012	KITITITAS CO (AIRPORT)	0	0	0	0	0	0	<a href="#">View Taxes</a>
2011	KITITITAS CO (AIRPORT)	0	0	0	0	0	0	<a href="#">View Taxes</a>
2010	KITITITAS CO AIRPORT	0	0	0	0	0	0	<a href="#">View Taxes</a>
2009	KITITITAS CO AIRPORT	0	0	0	0	0	0	<a href="#">View Taxes</a>

### Parcel Comments

**Number**

**Comment**

CREATED BINDING SITE PLAN, TO LARGE SEE ROUTING SLIP, ~(-9.69 RD ACRES), 08 FOR 09~



no sketch on file

Filedate: 5/3/2013 5:05:00 PM

