

After recording, return to:

Desert Aire Owners Association
504 Clubhouse Way W.
Mattawa, WA 99349

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DESERT AIRE OWNERS ASSOCIATION



THIRD AMENDMENT TO LEASE OF AIRPORT

Grantor: Desert Aire Owners Association, a Washington non-for-profit corporation.

Grantee: Grant County Airport District #1, a/k/a Desert Aire Airport District, a municipal subdivision of the State of Washington.

Partial Legal Descriptions of Property: Parcel #1: Portions of East 2 of Section 22, and the West 2 of Section 23 - all in Township, 14N, Range 23 E.W.M., Grant County, Washington.
Parcel #2: Portion of West 2 of Section 23, Township 14 N, Range 23 E, WM, Grant County, Washington.

Full Legal Description of Property can be found on the attached Exhibit A.

Assessors Tax Parcel Nos.: 15-0110-005 and 15-0104-000.

Auditors File Nos. of Related Documents: 940825063, 1196538, and 1307227.

THIS THIRD AMENDMENT TO LEASE OF AIRPORT this ("Third Amendment") is made and entered into on this 1st day of January, 2017, by and between DESERT AIRE OWNERS ASSOCIATION, a Washington not-for-profit corporation, as lessor (Lessor), and GRANT COUNTY AIRPORT DISTRICT #1, also known as Desert Aire Airport District, a municipal subdivision of the state of Washington, as lessee (Lessee), and shall be effective on the above date.

Whereas, Lessor and Lessee entered into a Lease of Airport dated August 22, 1994 which was recorded by the Grant County Auditor's Office on August 25, 1994 under Grant County Auditors File No. 940825063 ("Lease of Airport"); and,

Whereas, the Lease of Airport was amended in 2006 and 2012 pursuant to written amendments executed by authorized representatives of the parties (Prior Amendments); and,

Whereas, the parties desire to further amend the Lease of Airport to provide for the rental and use of an additional parcel of land owned by Lessor and the payment of real property taxes on said parcel on the terms and conditions set forth below.

Now, Therefore, the parties hereto hereby covenant and agree as follows and further agree and covenant that the Lease of Airport is hereby amended as follows:

- A. Section XII of the Lease of Airport entitled Taxes, Assessments and Liens is hereby deleted in its entirety and is hereby replaced with the following paragraph:

Lessor agrees to pay all property taxes and assessments levied on the Premises, other than taxes or assessments levied as a result of the operation of the Premises as an airport by Lessee and except as otherwise provided below. Commencing with the year 2017, Lessee agrees to pay all property taxes and assessments levied on or against parcel b) of The Premises, including all improvement thereon. If any improvements are made on parcel a) by Lessee after the year 2016, Lessee also agrees to pay all taxes and assessments, if any, which are attributable to or result from the construction of said improvements thereon. Any other taxes or assessment levied as a result of the operation of The Premises as an airport shall be paid by Lessee. Lessee shall keep the leased premises and the property in which the leased premises are situated free from liens for any work performed, materials furnished or obligations incurred by Lessee.


- B. The parcel of land identified as parcel b) in Exhibit A attached hereto and incorporated herein by this reference is hereby added as an additional leased parcel of land under the Lease of Airport. When used in Section I of the Lease of Airport and in any other provision of the Lease of Airport, the words The Premises shall mean and include all parcels of land described in the attached Exhibit A. The attached Exhibit A hereby fully replaces the Exhibit A referenced and attached as Exhibit A to the original Lease of Airport. Each reference to Exhibit A in Section I of the Lease of Airport and in any other provision of the Lease of Airport shall mean and refer to the attached Exhibit A.
- C. Except as amended herein and in the Prior Amendments, the Lease of Airport as originally executed shall remain in full force and effect.

In Witness Whereof, the authorized representatives of the parties hereto have executed this Third Amendment to be effective on the date first written above.

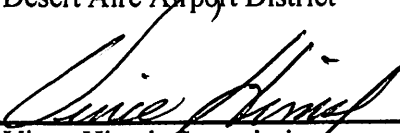


DESERT AIRE OWNERS ASSOCIATION

COUNTY AIRPORT DISTRICT #1
Desert Aire Airport District



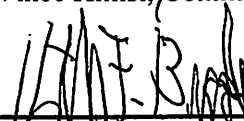
Hans Groenke, President



Vince Himsl, Commissioner



Jane Lampman, Secretary



Ken Broda, Commissioner

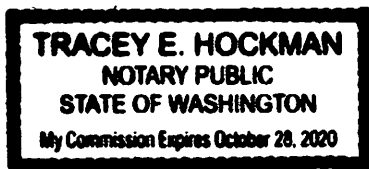


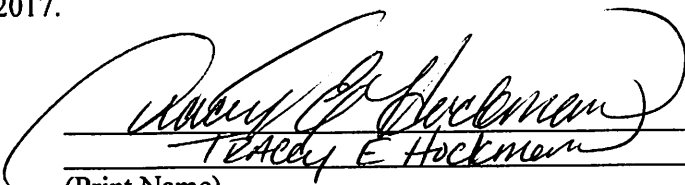
Karl Gruber, Commissioner

STATE OF WASHINGTON)
) ss.
COUNTY OF GRANT)

I certify that I know or have satisfactory evidence that Hans Groenke and Jane Lampman signed this instrument, on oath stated that they were authorized to execute the instrument and acknowledged it as the President and Secretary, respectively, of DESERT AIRE OWNERS ASSOCIATION, a Washington not-for-profit corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

DATED: 3/14, 2017.





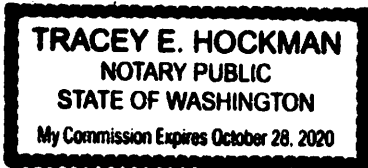
Tracey E. Hockman
(Print Name)
NOTARY PUBLIC in and for state of Washington,
residing at: Matlawa WA
My Commission Expires: 10/28/2020

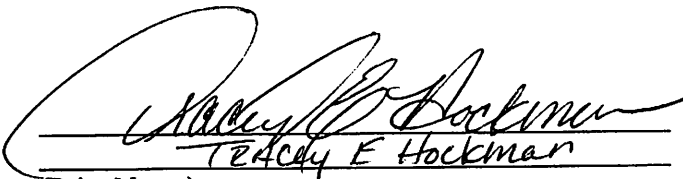


STATE OF WASHINGTON)
) ss.
COUNTY OF GRANT)

I certify that I know or have satisfactory evidence that Vince Himsl, Ken Broda, and Karl Gruber signed this instrument, on oath stated that they were authorized to execute the instrument and acknowledged it as the Commissioners of GRANT COUNTY AIRPORT DISTRICT #1, a/k/a Desert Aire Airport District, a municipal subdivision of the State of Washington, to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

DATED: 3/14, 2017.





TRACEY E Hockman
(Print Name)
NOTARY PUBLIC in and for state of Washington,
residing at: Mattawa, WA
My Commission Expires: 10/28/2020



EXHIBIT "A"

LEGAL DESCRIPTION OF LEASED PREMISES

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LEGAL DESCRIPTION OF LEASED PREMISES Page 1 of 3

Parcel a) "DESERT AIRE AIRPORT AREA"

THOSE PORTIONS OF THE EAST ½ OF SECTION 22, AND THE WEST ¼ OF SECTION 23 - ALL IN TOWNSHIP 14N, RANGE 23 E.W.M., GRANT COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH-EASTERLY CORNER OF LOT 417, "RE-PLAT OF DESERT AIRE NO.1", ACCORDING TO THE PLAT THERE-OF RECORDED IN BOOK 14 OF PLATS, PAGE 60, RECORDS OF GRANT COUNTY, WASHINGTON; THE TRUE POINT OF BEGINNING (T.P.O.B.) OF THIS DESCRIPTION;

THENCE: N64°39'00"W-PARALLEL WITH THE NORTHERLY LINE OF SAID PLAT OF "DESERT AIRE NO.1"-1298.939 FT. TO THE SOUTH EASTERLY CORNER OF A CERTAIN PARCEL OF LAND CONVEYED TO: C. BRUCE ESKILDSEN AND RECORDED UNDER AUDITOR'S FILE NUMBERS: 748444 AND 775722, RECORDS OF GRANT COUNTY, WASHINGTON;

THENCE: N25°21'00"E-105.000 FT. TO THE NORTH-EASTERLY CORNER OF THE AFOREMENTIONED ESKILDSEN'S PROPERTY;

THENCE: N64°39'00"W-150.000 FT. TO THE NORTH-WESTERLY CORNER OF THE AFOREMENTIONED ESKILDSEN'S PROPERTY;

THENCE: S25°21'00"W-105.000 FT. TO THE SOUTH-WESTERLY CORNER OF THE AFOREMENTIONED ESKILDSEN'S PROPERTY, SAID POINT IS BEING THE NORTH-EAST CORNER OF A "TWENTY FT. (20') ACCESS 7 UTILITY EASEMENT" ACCORDING TO THE PLAT OF "DESERT AIRE NO.7", RECORDED IN BOOK 12 OF PLATS, AT PAGE 68, RECORDS OF GRANT COUNTY, WASHINGTON;

THENCE: N64°39'00"W-ALONG THE NORTHERLY LINE OF SAID "DESERT AIRE NO.7"- 2120.000 FT. TO THE NORTH-WESTERLY CORNER OF LOT 26 OF SAID "DESERT AIRE NO.7" AND TO THE EASTERLY LINE OF A CERTAIN PARCEL OF LAND CONVEYED TO: KARL ILLIG AND RECORDED UNDER AUDITOR'S FILE NUMBER: 648336, RECORDS OF GRANT COUNTY, WASHINGTON;

THENCE: N25°21'00"E-90.00 FT. TO THE NORTH-EASTERLY CORNER OF THE AFOREMENTIONED ILLIG'S PROPERTY;

THENCE: N64°39'00"W-105.000 FT. TO THE NORTH-WESTERLY CORNER OF THE AFOREMENTIONED ILLIG'S PROPERTY;

THENCE: S25°21'00"W-ALONG THE WESTERLY LINE OF THE AFOREMENTIONED ILLIG'S PROPERTY-260.00 FT. TO THE NORTHERLY RIGHT-OF-WAY OF ROADWAY KNOWN AS "AIRPORT WAY";

LEGAL DESCRIPTION OF LEASED PREMISES

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Parcel a) "DESERT AIRE AIRPORT AREA" (continued from page 1)

THENCE: N64°39'00"W-ALONG THE NORTHERLY RIGHT-OF-WAY OF AFOREMENTIONED "AIRPORT WAY" ROADWAY - 116.530 FT.;

THENCE: ALONG THE EASTERLY RIGHT-OF-WAY OF PLAT OF "DESERT AIRE NO. 9", NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 450.00' FOR AN ARC OF 961.14 FT. OF WHICH THE CORD BEARS N3°00'40"W 788.59 FT.; TO POINT "B" ON SAID "DESERT AIRE NO. 9" AT THE WESTERLY CORNER OF LOT 154;

THENCE: S58°29'20"E ALONG THE SOUTHERLY LINE OF AFOREMENTIONED LOT 154 TO THE SOUTH-EASTERLY CORNER OF SAID LOT 154-221.98 FT.;

THENCE: N25°48'03"E-TO THE SOUTH-EASTERLY INSIDE CORNER OF AFOREMENTIONED LOT 154-50.0000 FT.;

THENCE: S64°39'00"E-PARALLEL WITH THE SOUTHERLY LINE OF SAID PLAT OF "DESERT AIRE NO. 9" 4072.000 FT. (NOTE: THE BEARINGS FOR THIS SAME PROPERTY LINE IS SHOWN ON THE SURVEY PLAT OF "DESERT AIRE NO. 9" AS S64°11'56"E AND S64°11'57"E. THIS DISCREPANCY WAS FIELD CHECKED AND FOUND THE NORTHERLY BOUNDARY OF THE AIRPORT PARCEL DOES RUN PARALLEL TO THE SOUTHERLY BOUNDARY.);

THENCE: S25°21'00"W-550.000 FT.

THENCE: N64°39'00"W-72 FT. TO THE TRUE POINT OF BEGINNING (T.P.O.B.) - CONTAINING: 54.48 ACRES MORE OR LESS.

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS, ETC., AS SHOWN AND OF RECORDS (IF ANY).

SITUATED IN GRANT COUNTY, WASHINGTON.

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Parcel b) AIRPORT COMMERCIAL AREA

A PORTION OF THE WEST HALF OF SECTION 23, TOWNSHIP 14 NORTH, RANGE 23 EAST, W.M., GRANT COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING FROM A UNITED STATES BUREAU OF RECLAMATION BRASS CAP ACCEPTED AS THE NORTHWEST CORNER OF SAID SECTION 23:

THENCE SOUTH 15°32'01" EAST, 2438.70 FEET, TO THE INTERSECTION OF DAVIDSON BOULEVARD AND JUDY PARK VIEW;

THENCE SOUTH 25°48'03" WEST, ALONG THE CENTERLINE OF JUDY PARK VIEW 30.10 FEET;

THENCE SOUTH 59°33'27" EAST, ALONG THE SOUTHWESTERLY RIGHT-OF-WAY OF DAVIDSON BOULEVARD, A DISTANCE OF 30.10 FEET, TO THE TRUE POINT OF BEGINNING:

THENCE SOUTH 59°33'27" EAST, ALONG THE SOUTHWESTERLY RIGHT-OF-WAY OF SAID BOULEVARD, A DISTANCE OF 153.34 FEET;

THENCE CONTINUING ALONG SAID RIGHT-OF-WAY, ON A TANGENT CURVE TO THE RIGHT, WITH A RADIUS OF 935.68 FEET, ALONG AN ARC OF LENGTH 616.54 FEET;

THENCE SOUTH 25°48'03" WEST, 174.10 FEET;

THENCE NORTH 64°11'57" WEST, 767.99 FEET;

THENCE NORTH 25°48'03" EAST, 180.03 FEET;

THENCE SOUTH 64°11'57" EAST, 60.00 FEET;

THENCE NORTH 25°48'03" EAST 130.00 FEET;

THENCE NORTH 25°48'03" EAST 118.11 FEET, TO THE POINT OF BEGINNING;

CONTAINING 6.03 ACRES MORE OR LESS

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