

**AIRPORT LEASE AGREEMENT
BETWEEN
CITY OF YAKIMA
YAKIMA AIR TERMINAL-McALLISTER FIELD AND
D.A. ARTHUR INC.
AMENDMENT #4**

THIS AMENDMENT, executed this 4th day of January, 2022, between the CITY OF YAKIMA and YAKIMA AIR TERMINAL – McALLISTER FIELD, a department of the City of Yakima, Washington, hereinafter referred to as "LESSOR," and D. A. ARTHUR INC., hereinafter referred to as "LESSEE":

WITNESETH:

WHEREAS, LESSOR owns and operates the Yakima Air Terminal – McAllister Field, hereinafter referred to as "Airport," and

WHEREAS, the Yakima Air Terminal – McAllister Field, as LESSOR, and Albert and Iva DeAtley, as LESSEE, entered into a Lease effective October 1, 1987, and amended February 1, 2001, which lease was assigned to Janet DeAtley Leduc from Albert and Iva DeAtley on July 1, 2001, and which lease was assigned to D. A. ARTHUR INC. on October 30, 2013; and

WHEREAS, LESSEE has provided proper notice and indicated the desire to construct at least \$200,000 worth of improvements to the original building, which will improve the building's infrastructure to ensure the building is in good state of repair; and

WHEREAS, LESSEE has agreed to provide all receipts associated with these improvements to LESSOR at the time of completion as well as any updated facility plans, construction permits, and other applicable documentation; and

WHEREAS, these improvements will increase the property's value and longevity of the facility at which at the end to the term of the agreement the facilities will revert back to City ownership as outlined within Section 11 Reversion of Improvements Upon Termination as outlined in the original airport rental agreement dated 17th, of September, 1987; and

WHEREAS, LESSEE in exchange for these improvements has requested the term of the agreement be extended another twenty (20) years and terminate on September 30, 2063; and

WHEREAS, LESSOR has determined it to be in the best interests of the Airport to modify the term of this Airport Lease Agreement;

NOW, THEREFORE, in consideration of the mutual promises contained herein and the benefit to be derived by each party, the parties agree to amend Section 2 of the lease as follows:

2. TERM:

The tenancy created by this Agreement shall commence October 1, 1987 and expire September 30, 2063. All rental payments shall be made monthly in advance. The first such payment shall be due on or before October 1, 1987. Any rental payment past due shall accrue a delinquency fee of twelve percent (12%) per annum.

This amendment shall become effective 4th, day of January, 2022.

Except as expressly amended by this document, all other terms, conditions, obligations, rights and requirements of the underlying Lease Agreement and its amendments shall remain in full force and effect throughout the Lease term.

Time is of the essence of this entire Lease.

LESSOR:

CITY OF YAKIMA
YAKIMA AIR TERMINAL - McALLISTER FIELD
2406 West Washington Avenue, Suite B
Yakima, Washington 98903
(509) 575-6149
(509) 575-6185 (fax)

Bob Harrison, City Manager

STATE OF WASHINGTON

County of Yakima

I certify that I know or have satisfactory evidence that Bob Harrison signed this instrument, on oath stated that they were authorized to execute the instrument and acknowledged it as the City Manager to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Date: _____

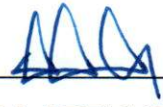
By: _____

Notary Public

Appointment Expires _____

LESSEE:

DA ARTHUR, INC.
220 W. Yakima Ave
Yakima, WA 98902
Phone: (509) 952-7773

 PRESIDENT
DA ARTHUR, INC.
DANIEL A. DAY

12/1/21
Date

STATE OF WASHINGTON

County of Yakima

I certify that I know or have satisfactory evidence that Danny Day signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Owner of DA Arthur, Inc., to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Date 12-1-2021
By: Kristy Yalovich
Notary Public
Appointment Expires 11-1-2023

