

**AIRPORT LEASE AGREEMENT  
BETWEEN  
YAKIMA AIR TERMINAL-McALLISTER FIELD AND  
EUGENE O'DELL dba O'DELL ENTERPRISES**

THIS LEASE, executed this \_\_\_\_ of \_\_\_\_\_, 2023, between the CITY OF YAKIMA, a municipal corporation and owner of Yakima Air Terminal—McAllister Field, hereinafter referred to as "LESSOR," and EUGENE O'DELL, a single man, d/b/a O'Dell Enterprises, a sole proprietorship, hereinafter referred to as "LESSEE."

**WITNESSETH:**

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

**WHEREAS**, LESSOR has property available for lease as provided by this Lease, and LESSEE desires to occupy and use such property in accordance with this Lease,

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

**1. PREMISES:**

LESSOR does hereby lease and let unto LESSEE, and LESSEE does hereby lease and take from LESSOR, approximately 17,782 square feet of land and 12,602 square feet of building space at 2106 W. Washington Ave, in the City of Yakima, Yakima County, Washington, as that property is depicted on the drawing marked Exhibit "A", attached hereto and by this reference made a part hereof, together with the right of ingress to and egress from the leased premises and the public use areas/facilities used in connection therewith, over designated Airport property and roadways, subject to rules and regulations governing the use of the Airport and as the same may be promulgated by LESSOR from time to time.

**2. TERM:**

The initial term of this Lease shall commence on November 1, 2023 and continue for a period of one (1) year ending on October 31, 2024. This Lease will automatically extend for (1) year terms annually, for a period of four (4) additional years, unless otherwise terminated as provided for herein.

**3. RENT:** LESSEE shall pay a monthly Lease payment and Leasehold tax as follows:

**A.** November 1, 2023, through October 31, 2024: LESSEE promises and agrees to pay rent to LESSOR at the rate of Three Thousand Four Hundred Ninety-Eight Dollars and Twenty-Five Cents (\$3,498.25) per month for the leased premises, made on or before the 10th day of each month in which such payment is due. This does not include the required Leasehold Tax payment which shall be

made in addition to the Lease payment.

**B.** November 1, 2024: Effective automatically and without additional notice on November 1, 2024, the monthly lease payment shall be increased by three percent (3%) as a set lease rate increase. The lease rate shall increase by 3% each year thereafter until the expiration of this agreement.

**C.** All rates set above are rental rates of property only and do not include any taxes. All applicable taxes, including but not limited to leasehold tax, shall be paid by LESSEE and shall be computed on the lease rate in effect at that time. As of the date of this Lease, the Leasehold Tax payment shall be Four Hundred Forty-Nine Dollars and Eighteen Cents (\$449.18) per month. LESSEE agrees to pay the Leasehold Tax, as amended and/or increased, monthly in addition to its rent payments listed in subsection (A) and (B) above.

**D.** All payments shall be made to the City of Yakima, Accounts Receivable, 129 N. 2<sup>nd</sup> St, Yakima, WA 98901. All payments shall be paid in advance on or before the first day of each month during the term of this Lease, and any payment that is five or more days past due shall accrue a delinquency charge of twelve percent (12%) per annum from the due date thereof until paid in full.

#### **4. DEPOSIT:**

Upon execution of this lease by both parties, LESSEE shall deposit with LESSOR the amount of one month's rent plus applicable leasehold tax which as of this agreement is Three Thousand Nine Hundred and Forty Seven Dollars and Forty Three Cents (\$3,947.43), as a guarantee of LESSEE's performance of this Lease, both timely rental and that LESSEE shall not damage the property subject to this Lease; in the event LESSEE shall fail to pay the rental as provided herein, damage the premises, or otherwise breach this Lease, then the City may apply such deposit, or any part thereof as may be necessary, to the payment of rent or to the payment of damages for such breach, as well as pursue any other remedies provided herein. If the deposit funds are applied to cure a default, LESSEE must replenish the applied funds with the equivalent of one month's rent plus the applicable leasehold tax required at the time of replenishment within three (3) days of the application of the funds, regardless of the reason for the default.

#### **5. TAXES AND LIENS:**

In addition to the rent payable above, LESSEE promises and agrees to pay, as the same become due and payable, all licenses, fees and taxes, including but not limited to the leasehold excise, required to be paid by LESSEE by reason of this Lease, by reason of LESSEE's use and occupancy of the leased premises or by reason of LESSEE's construction or ownership of improvements to the leased premises. LESSEE shall neither suffer nor permit the attachment of any lien or

other encumbrance on the leased premises by reason of LESSEE's occupancy thereof. LESSEE agrees to indemnify LESSOR and shall hold LESSOR harmless from any such taxes and liens.

**6. USE:**

LESSEE agrees to use the leased premises only for an aeronautical oriented activity or only as specifically approved and authorized by LESSOR, for any other use allowed by the Master Plan and the zoning of the property. The use of the property for any other purpose than that specifically authorized and approved by LESSOR shall be deemed a material breach of this Lease constituting grounds for its termination. This provision shall apply to any assignment of this Lease. Failure of the assignee to comply with this Section shall be reasonable cause for LESSOR to withhold approval or consent to assignment.

**7. UTILITIES:**

LESSEE shall be responsible for all utility services including, but not limited to, power, natural gas, water, sewer, and garbage. All communications, i.e. telephone, computer network support, etc remains the responsibility of LESSEE, and LESSEE is free to install any system and/or type of service it desires in the furtherance of its business as long as it does not interfere with airfield navigation equipment or penetrates the Part 77 airspace.

**8. PREMISES CONDITION and MAINTENANCE:**

LESSEE has made a full inspection of the premises, is fully aware of its condition except with respect to environmental conditions and accepts the premises on an "AS-IS" basis. LESSEE agrees to pay for any improvements, repairs and/or modifications necessary to the operation of LESSEE's business. LESSEE further agrees to maintain the premises, including all associated land therewith, in a manner befitting and appropriate to a municipal airport, free of unsightly structures, debris and/or non-aviation related materials, vehicles, trailers and similar objects.

LESSEE agrees to keep and maintain the premises in at least as good a condition as the condition of the premises at the beginning of LESSEE's occupancy, normal wear and tear excepted. LESSEE further agrees that LESSEE shall be responsible to maintain all leased areas, trade fixtures and other improvements, existing and future, in an attractive and usable manner as reasonably determined by the Airport Manager and consistent with other properties at the Airport.

Maintenance shall include, but not be limited to, garbage and debris removal, ash removal, painting, and snow removal.

**9. SIGNS:**

LESSEE, at LESSEE's own expense, may erect sign(s) of a type, number and

location suitable to LESSOR. No signs or other advertising matter or devices shall be used or displayed in or about the leased premises or upon any portion of the Airport without the prior written approval of the Airport Director and if required, the City of Yakima Codes Department.

**10. IMPROVEMENTS:**

All buildings, trade fixtures and other improvements to the leased property by LESSEE shall conform to applicable rules, regulations and codes, and LESSEE shall procure all building and other permits therefore. All buildings, trade fixtures and other improvements shall be designed with a view toward aesthetic considerations; installation shall not commence until plans and specifications therefore have been submitted to and approved in writing by the Airport Director, which approval shall not be unreasonably withheld. LESSOR makes no representation or guarantee as to the suitability of the leased area for construction of buildings, roads, ramps, etc., and is not responsible for the costs of excavation and/or removal of any object found either above or below ground level except for hazardous materials and archaeological artifacts existing prior to tenancy.

**11. REVERSION OF IMPROVEMENTS:**

Upon termination of this Lease for any reason, LESSOR may, at its option and sole discretion, either accept ownership of the improvements constructed or installed on the Premises, excepting trade fixtures, or require LESSEE to remove such improvements within sixty (60) days of such termination. Such removal shall include removing the foundation, utilities and other land improvements and restoring the land to grade level. LESSOR shall notify LESSEE of its intent within twenty (20) days of the termination. Fixtures not removed within sixty (60) days after termination shall become the property of the LESSOR unless other arrangements have been previously approved in writing by the Airport Manager.

Prior to the expiration or cancellation of this Lease, if LESSOR elects not to retain ownership of improvements LESSEE shall remove all such trade fixtures and repair any damage to the premises caused by removal of trade fixtures to the reasonable satisfaction of the Airport Manager. LESSOR shall notify LESSEE of its intent within sixty (60) days of the cancellation or expiration.

LESSEE shall, as additional consideration for grant of this Lease, insure that all liens, security interest and other encumbrances against said improvements and structures except those created or suffered by LESSOR, whether consensual or involuntary, shall be paid, discharged or satisfied prior to time for reversion thereof to LESSOR; and, in any event, the parties acknowledge that LESSOR shall not, by virtue of termination of the leasehold interest nor reversion of the structures or other improvements, be liable for any debt or encumbrance associated therewith, whether now existing or hereafter incurred, levied or attached.

**12. REGULATIONS:**

LESSEE agrees to comply with all applicable laws, ordinances, rules, regulations and policies of all governmental authorities having jurisdiction over the Airport, including policies adopted by LESSOR, as such laws, ordinances, rules, regulations and policies apply to the use and operation of Airport property, facilities and operations as those laws, ordinances, rules, regulations and policies now exist or may hereafter become effective.

**13. SUBLETTING:**

LESSEE shall not sublet any part of the premises without the prior written approval of LESSOR. Subleases shall give preference to aeronautical activities and shall comply with all laws, ordinances, rules, regulations and policies applicable to the use and operation of Airport property, facilities and operations as those laws, ordinances, rules, regulations and policies now exist or may hereafter become effective. A consent to sub-lease by LESSOR shall not be construed to be a consent to any subsequent sub-lease. The LESSOR, in determining whether or not to approve a sub-lease, shall consider the extent of the aeronautical activities performed on the premises.

**14. ASSIGNMENT:**

LESSEE shall not assign this Lease without the prior written approval of LESSOR. Such assignment shall be in conformance with all applicable Airport regulations, local, state and federal laws, ordinances, rules, regulations and policies. All assignees shall comply with all laws, ordinances, rules, regulations and policies applicable to the use and operation of Airport property, facilities and operations as those laws, ordinances, rules, regulations and policies now exist or may hereafter become effective. A consent to assignment by LESSOR shall not be construed to be a consent to any subsequent assignment.

**15. MISCELLANEOUS PROVISIONS:**

**A.** The parties agree that LESSOR, through its Airport Director or other person authorized by the City Manager, may enter upon the leased premises at any reasonable time to make such inspections as LESSOR may deem necessary to the proper enforcement of any term, provision or condition of this Lease. No such entry or inspection by LESSOR is required by this provision and the failure of LESSOR to enter and make inspection shall not alter the relationship of the parties and their respective rights and duties provided by this Lease. LESSEE shall be granted the right of quiet enjoyment upon performance of all terms of this Lease.

**B.** LESSOR may further develop or improve Airport property and facilities, regardless of the desire or views of LESSEE regarding any such development or improvement, and without interference or hindrance on the part of LESSEE and without liability to LESSEE, provided the operations of the LESSEE are not

unreasonably interrupted.

**C.** LESSOR reserves the right, but shall not be obligated to LESSEE, to maintain and keep in repair the landing area of the Airport and all publicly owned facilities of the Airport, together with the right to direct and control all activities of LESSEE in that regard.

**D.** LESSOR reserves the right to take any action necessary or desirable to protect the operations of the Airport against obstruction, or any other activity interfering with the efficient operation of the Airport, together with the right to prevent LESSEE from erecting or permitting to be erected, any building or other structure on the Airport which, in the opinion of the Airport Director, would limit the usefulness of the Airport or constitute a hazard to aircraft. LESSEE shall limit the building area to that portion of the property which is outside of the building restriction line as defined by the Airport Layout Plan and to a height not to exceed thirty five (35) feet.

**E.** During time of war or national emergency, LESSOR shall have the right to lease the landing area or any part thereof to the United States of America for military use, and, if any such lease is executed, the provisions of this Lease shall be suspended, with no penalty to LESSOR, insofar as they are inconsistent with the provisions of the lease agreement with the United States of America.

**F.** This Lease shall be subordinate to the provisions of any existing or future agreement between LESSOR and the United States of America relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition to the expenditure of federal funds for the development of the Airport.

**G.** If the leased premises or any interest therein is taken as a result of the exercise of the right of eminent domain, this Lease shall terminate as to such portion as may be taken. If the portion taken does not feasibly permit the continuation of the LESSEE's operations, LESSEE shall have the right to terminate this Lease. Such termination shall be effective as of the date LESSEE's operations cease. LESSEE shall be entitled to a portion of the award representing its interest in the premises. LESSOR shall be entitled to the remainder of the award.

**16. INDEMNITY/DUTY TO DEFEND:**

**A.** At no expense to LESSOR, LESSEE shall release, defend, indemnify fully and save harmless the City of Yakima and Yakima Air Terminal - McAllister Field and their elected and appointed officials, employees, insurers, attorneys, and agents, from any and all liability, damages, suits, claims, actions, judgements or decrees, made against the City of Yakima or Yakima Air Terminal—McAllister Field, or their respective elected and appointed officials, employees and agents, including all expenses incidental to the investigation and defense thereof, including reasonable attorney fees, based on or arising from the occupancy or use of the leased premises by LESSEE or as a result of LESSEE'S operations at the Airport or from

any other act or omission of LESSEE, its employees, agents, invitees, independent contractors or any other person acting for or on behalf of LESSEE or under its direction, whether such claim shall be by LESSEE or a third party; provided, however, that LESSEE shall not be liable for any injury, damage or loss caused solely by the negligence of LESSOR, its elected or appointed officials, agents or employees. LESSOR shall give to LESSEE prompt and reasonable notice of any such claims or actions and LESSEE shall have the right to investigate, compromise and defend the same to the extent of its interest.

**B.** LESSEE agrees to reimburse LESSOR for any damage to the premises caused by the occupancy of LESSEE, its employees, agents, servants, invitees, independent contractors or any other person acting on behalf of LESSEE or under its direction.

**C.** LESSOR agrees to defend, indemnify and hold LESSEE harmless against and from any claim or liability arising from or alleged to arise from the presence of hazardous material or toxic waste on the subject leased premises at the inception of this Lease and the introduction to the premises of such materials due to LESSOR'S activities or under its control.

**D.** LESSEE shall release, keep and hold the City of Yakima and Yakima Air Terminal-McAllister Field, their elected and appointed officials, agents and employees, free and harmless from, and defend them from, any and all claims and actions, loss, damage, expense or cost, including reasonable attorneys fees, incidental to the investigation and defense thereof, resulting from, arising out of, or caused by LESSEE resulting in any liability under the Federal Comprehensive Environmental Response Compensation Liability Act of 1980, as amended, 42 U.S.C. 9601 et seq.; Hazardous Materials Transportation Act, 49 U.S.C. 1801 et seq.; Resource Conservation and Recovery Act, 42 U.S.C. 6901 et seq.; the Clean Water Act, 42 U.S.C. 1251 et seq.; the Washington Environmental Policy Act, RCW Ch. 43.21C; the Washington Water Pollution Control Act, RCW Ch. 90.48; the Washington Hazardous Waste Management Act, RCW Ch. 70.105; the Washington Model Toxic Control Act, RCW Ch. 70.105D, and the regulations promulgated thereunder, or under any applicable local or state environmental ordinance, statute, law, rule or regulation. The provisions of this Sub-section shall survive the termination of this Lease.

## **17. INSURANCE:**

**A.** At all times during performance of the Lease, LESSEE shall secure and maintain in effect insurance to protect the LESSOR and the LESSEE from and against all claims, damages, losses, and expenses arising out of or resulting from the performance of this Lease. LESSEE shall provide and maintain in force insurance in limits no less than that stated below, as applicable. LESSOR reserves the right to require higher limits should it deem it necessary in the best interest of the public.

**B. Commercial Liability Insurance.** Before this Lease is fully executed by the parties, LESSEE shall provide the City with a certificate of insurance as proof of commercial liability insurance with a minimum liability limit of Two Million Dollars (\$2,000,000.00) per occurrence combined single limit bodily injury and property damage, and Four Million Dollars (\$4,000,000.00) general aggregate. This insurance requirement can be satisfied with a combination of commercial general liability insurance and excess or umbrella liability insurance coverage. If LESSEE carries higher coverage limits, such limits shall be shown on the Certificate of Insurance and Endorsements and the City of Yakima and the Yakima Air Terminal, its elected officials, officers, agents, and employees shall be named as additional insureds for such higher limits. The certificate shall clearly state who the provider is, the coverage amount, the policy number, and when the policy and provisions provided are in effect. Said policy shall be in effect for the duration of this Lease. The policy and Endorsements shall name the City of Yakima and the Yakima Air Terminal, its elected and appointed officials, officers, agents, attorneys, volunteers and employees as additional insureds, and shall contain a clause that the insurer will not cancel or change the insurance without first giving the City thirty (30) calendar days prior written notice. The insurance shall be with an insurance company or companies rated A-VII or higher in Best's Guide and admitted in the State of Washington.

**C. Property Insurance.** Before this Lease is fully executed by the parties, LESSEE shall provide the City with a certificate of insurance as proof of property insurance coverage in the minimum of One Million Dollars (\$1,000,000.00) covering loss of use or income due to damage to the subject premises. The City of Yakima shall be named as a loss payee as respects these coverages.

**D. Course of Construction Insurance Coverage and Business Interruption Insurance Coverage.** In the event LESSEE makes improvements to the property which, under the LESSOR'S opinion requires Course of Construction Insurance Coverage and Business Interruption Insurance Coverage, LESSEE also shall cause its general contractor to carry \$300,000.00 of Course of Construction or Builder's Risk coverage for improvements being made by the LESSEE and the existing structure. Business interruption or loss of use coverage shall also be provided in an amount not less than \$100,000.00. The City of Yakima shall be named as a loss payee on said policies. Lessee shall provide the City of Yakima with a certificate of insurance as proof that this insurance coverage has been met before construction on the premises begins.



**18. DAMAGE OR DESTRUCTION:**

**A. TENANT IMPROVEMENTS:** In the event improvements to the property are partially or totally damaged by fire or other casualty, the LESSEE shall repair or replace the same at its own expense with due diligence. The new improvements shall be at least the same size, design and quality as that which existed prior to any damage or destruction. Both parties agree, however, that any insurance proceeds shall be first applied to the cost of repair or replacement of improvements.

LESSEE may elect not to repair or replace said construction or improvements. LESSEE shall advise LESSOR of its intent within thirty (30) days of the damage or destruction. If LESSEE elects not to repair or replace the improvements, this Lease shall be terminated. In such event, LESSEE shall restore the Premises to substantially the same condition as existed prior to LESSEE constructing its improvements on the property. The insurance proceeds shall be used for such restoration and the balance divided between the LESSOR and LESSEE as their interest bear in accordance with a straight line depreciation schedule. The straight line depreciation schedule shall be over the initial term of the lease and shall begin to run on the lease effective date. The amount so depreciated shall vest in the LESSOR. LESSOR shall notify LESSEE of its intent within thirty (30) days of receipt of LESSEE's notification. If LESSOR elects to have LESSEE remove the improvements, LESSEE shall have sixty (60) days to do so.

**B. OTHER AIRPORT PROPERTY:** In the event of damage or destruction of Airport property caused by the LESSEE, its agents, employees, aircraft or other equipment, LESSEE agrees to repair, reconstruct, or replace the affected property to the condition which existed prior to such damage or destruction, to the extent that same is not covered by insurance required under this Lease. LESSEE further agrees to cause such repair, reconstruction or replacement of affected property with due diligence. In such case, LESSEE shall be entitled to retain the insurance proceeds.

**19. DEFAULT, TERMINATION & FORFEITURE:**

**A.** The failure by LESSEE to pay monthly Lease payments (rent plus Leasehold Tax plus any other taxes due and owing) or the failure by LESSEE to otherwise comply with any term, provision or condition of this Lease, shall constitute grounds for termination of this Lease and forfeiture of all rent paid by LESSEE to the time of termination. This Lease and tenancy shall terminate and rent paid shall be forfeited as specified above on written notice by LESSOR to LESSEE stating the amount of rent in default or otherwise stating accurately the manner in which LESSEE fails or has failed to comply with this Lease. LESSEE shall make full payment or otherwise comply with this Lease in the manner specified in the notice within thirty (30) days (except ten (10) calendar days for payment of Lease payments) from LESSEE's receipt of such notice, otherwise this

Lease and tenancy shall be terminated and rent forfeited. Such notice shall be given in writing and served on LESSEE by personal delivery or mailed by certified mail with return receipt requested addressed to LESSEE at its address stated below LESSEE's signature to this Lease or such other address as the parties may advise each other in writing. It is further agreed that after receipt of notices and as an additional condition to avoid forfeiture, LESSEE shall pay LESSOR's costs and expenses, including attorney's fees, for the preparation and service of such notice. Nothing contained herein shall release or diminish LESSEE's obligation to pay rent for the full term of this Lease save such amount as LESSOR recovers as rent from any subsequent lessee during the term of this Lease. Notices shall be deemed received three (3) days after mailing to LESSEE at the address below LESSEE's signature to this Lease or such other address as the parties may advise each other in writing.

**B.** As additional and not alternative remedy, optional with LESSOR and upon thirty (30) days written notice to LESSEE, should LESSEE be in default hereunder other than default in the payment of rent, LESSOR may cure or correct the same and the cost of such action by LESSOR shall immediately become due and payable from LESSEE, together with late fees on said sum at a rate of twelve percent (12%) per annum, and the non-payment of said sum by LESSEE shall be adequate grounds for LESSOR to invoke the other remedies as provided in this Lease.

**C.** Either party may terminate this Lease without cause on ninety (90) days advance written notice delivered by personal service or certified and regular mail, return receipt requested, to the other party.

**D.** Upon termination of this Lease for any reason, LESSEE shall immediately surrender the premises to the LESSOR in good condition and repair, ordinary wear and usage excepted; and LESSEE shall remove all of LESSEE'S personal property, trade fixtures, equipment or improvements removable by prior agreement with LESSOR from the premises and shall repair any damage to the premises caused by such removal. Any personal property of LESSEE, or anyone claiming under LESSEE, which shall remain upon the premises at the expiration or termination of this Lease shall be deemed to have been abandoned and may be retained by LESSOR as LESSOR's property or disposed of by LESSOR in such manner as LESSOR sees fit without compensation to any party.

## **20. INSOLVENCY:**

In the event LESSEE is declared bankrupt by a court of competent jurisdiction or in the event LESSEE makes an assignment for the benefit of creditors, or if a receiver otherwise is appointed for LESSEE, or in the event LESSEE's leasehold estate is subjected to execution to satisfy any judgment against LESSEE, then in that event LESSOR may immediately or at any time thereafter without notice or demand enter into and upon the premises or any part thereof and repossess the same and expel LESSEE or any person upon the premises and remove their

effects, and thereupon this Lease and the tenancy hereby created shall absolutely terminate, without prejudice to any remedies which might otherwise be available to LESSOR for collection of past due or future rent.

**21. VENUE, ATTORNEY FEES:**

In the event of litigation to enforce the rights and obligations hereunder, venue shall lie in a court of competent jurisdiction in Yakima County, Washington and the prevailing party shall be entitled to its reasonable attorney fees, costs associated with collection or enforcement of this Lease, and court costs.

**22. NON-DISCRIMINATION CLAUSE:**

To the extent required by law, LESSEE, for itself, its personal representative, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree as follows:

**A.** No person, on the grounds of race, color, religion, sex, age, marital status, handicap or national origin, shall be unreasonably excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in LESSEE's personnel policies and practices or in the use or operation of LESSEE's services or facilities.

**B.** LESSEE agrees that in the construction of any improvements on, over or under Airport land and the furnishing of services thereon, no person, on the grounds of race, color, religion, sex, marital status, handicap, age or national origin, shall be unreasonably excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.

**C.** LESSEE shall use the Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

**D.** It is the policy of the Department of Transportation that minority business enterprise as defined in 49 CFR Part 23, i.e., firms owned and controlled by minorities; firms owned and controlled by women and firms owned and controlled by financially disadvantaged persons; shall have the maximum opportunity to participate in the performance of leases as defined in 49 CFR Section 23.5. Consequently, this Lease is subject to 49 CFR Part 23 as applicable.

LESSEE hereby assures that no person shall be excluded from participation in, denied the benefits of or otherwise discriminated against in connection with the award and performance of any contract, including leases, covered by 49 CFR Part 23 on the grounds of race, color, national origin or sex.

LESSEE hereby assures that it will include the above clauses in all sub-leases

and cause sub-LESSEEs to similarly include clauses in further sub-leases.

**23. AIRPORT SECURITY AND ACCESS CONTROL.**

**A. Access to Non-Movement Area/Ingress and Egress.** LESSEE is granted only that vehicular and/or pedestrian access which is reasonably necessary to allow LESSEE access to the hangar ramp/apron once LESSEE is on Airport property. Vehicular access to and egress from Airport by the LESSEE shall be made into and out of only Airport Gate No. S2106, vehicle gate.

**B.** Vehicular or pedestrian access to any and/or all movement areas, whether active or inactive, is expressly prohibited by this Agreement. For the purpose of this Agreement, a movement area is any runway or taxiway utilized for taxiing, takeoffs, and landings of aircraft, exclusive of aircraft loading ramps, aircraft parking areas, and aircraft aprons and tie down spaces.

**C.** There will be one Authorized Signatory for airport security, airport ID, and access control for the entire lease area.

**D. Access Identification (ID).** Airport Administration will assign one (1) Yakima Air Terminal (YAT) identification card to the LESSEE's Authorized Signatory only. The cost of the badge is dependent on costs associated with the requisite and mandated background check. Costs of badges shall be paid in advance and in full by LESSEE.

**E.** A request by the LESSEE for an additional card(s) shall be made in writing stating through the Authorized Signatory providing the reason(s) or rationale why an additional card(s) is/are required. Any request for an additional card may or may not be approved by the Airport Manager at their sole discretion. The minimum information required for the issuance of any additional card will include the name, local address, and contact phone number of the individual. The same fees outlined above are applicable for any additional badge. If any card is lost, stolen, or made unusable for any reason, the LESSEE will pay the applicable fine and costs associated with the issuance of a new or replacement badge in effect at that time prior to receiving a new or replacement badge.

**F.** The control and monitoring of access is paramount to Airport security. Accordingly, only authorized users with access to the Airport granted pursuant to this Agreement may hold an ID card to access the Airport. Lost or stolen Airport-issued access cards shall be reported immediately by any means possible to Airport Administration, whereupon the loss or theft will be recorded, and the card will be made "inactive". "Reported immediately" means within twenty-four (24) hours or the next business day, not including weekends or holidays. A new card may then be issued by Airport Administration bearing a number different from the one lost or stolen.

**G. Fraud and Intentional Falsification of Records.**

(1) No person may make any fraudulent or intentionally false statement in any application for any security program, access medium, or identification medium.

(2) No person may make any fraudulent or intentionally false entry in any record or report that is kept, made or used to show compliance or exercise any privileges.

**H. Security Responsibilities. No person may:**

(1) Tamper or interfere with, compromise, modify, attempt to circumvent, or cause a person to tamper or interfere with, compromise, modify, or attempt to circumvent any security system, measure, or procedure.

(2) Enter, or be present within a secured area without complying with the systems, measures, or procedures being applied to control access to, or presence or movement in such areas.

(3) Use, allow to be used, or cause to be used, any Airport-issued or Airport-approved identification medium that authorizes the access, presence, or movement of persons or vehicles in secured areas in any other manner than that for which it was used by the appropriate authority.

**I. "Non-Movement Area Certification of Training – Application for Permit to Operate Ground Vehicles at the Yakima Air Terminal".** Any person given vehicular access to the Airport shall be required to read, apply for and pass the test associated with the current edition of the Airport Driving Rules & Regulations document provided by the Airport to qualify for access to the Airport. A copy of the application and test will be kept in the LESSEE's File.

**J. Airport Safety and Security.** In the interest of Airport safety and security, in the event LESSEE fails to abide by this Agreement, the Airport Manager is authorized to immediately declare this Lease to be in default, to terminate the same upon notice to LESSEE.

**25. OFFICIAL NOTIFICATIONS:** All notices, requests and other communication under this Agreement shall be effectively given only if in writing and either personally delivered or sent by United States certified mail, returned receipt requested, postage prepaid, or by nationally recognized and receipted overnight courier service (e.g. FedEx,

UPS, DHL, or Airborne Express) guaranteeing next business day delivery, addressed as follows:

If to LESSOR:

Robert Hodgman, Airport Director  
Yakima Air Terminal-McAllister Field  
2406 W. Washington Ave, Suite B  
Yakima, WA 98903  
(509) 575-6149  
[Robert.Hodgman@yakimawa.gov](mailto:Robert.Hodgman@yakimawa.gov)  
(509) 575-6260

If to LESSEE:

EUGENE O'DELL  
O'Dell Enterprises  
2106 West Washington Avenue #4  
Yakima, Washington 98903  
(509) 453-2685

**26. NON-WAIVER:**

The failure by one party to require performance of any provision of this Agreement shall not affect that party's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this Agreement constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

**27. INTEGRATION:**

This document 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.

Time is of the essence of this entire Lease.

**LESSOR:**

**CITY OF YAKIMA**

Yakima Air Terminal—McAllister Field  
2406 W. Washington Avenue, Suite B  
Yakima, Washington 98903  
(509) 575-6149 - phone  
(509) 575-6185 - fax

By: \_\_\_\_\_  
Robert Harrison, City Manager

Date: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_  
Rosalinda Ibarra, City Clerk

STATE OF WASHINGTON       )  
  ) ss  
County of Yakima            )

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

Date \_\_\_\_\_

By: \_\_\_\_\_  
Notary Public for the State of Washington  
Residing at: \_\_\_\_\_  
Appointment Expires \_\_\_\_\_

**LESSEE:**

**EUGENE O'DELL**

O'Dell Enterprises, a sole proprietorship  
2106 West Washington Avenue #4  
Yakima, Washington 98903  
(509) 453-2685

Eugene O'Dell  
Eugene O'Dell

9/11/23  
Date

STATE OF WASHINGTON  
County of Yakima

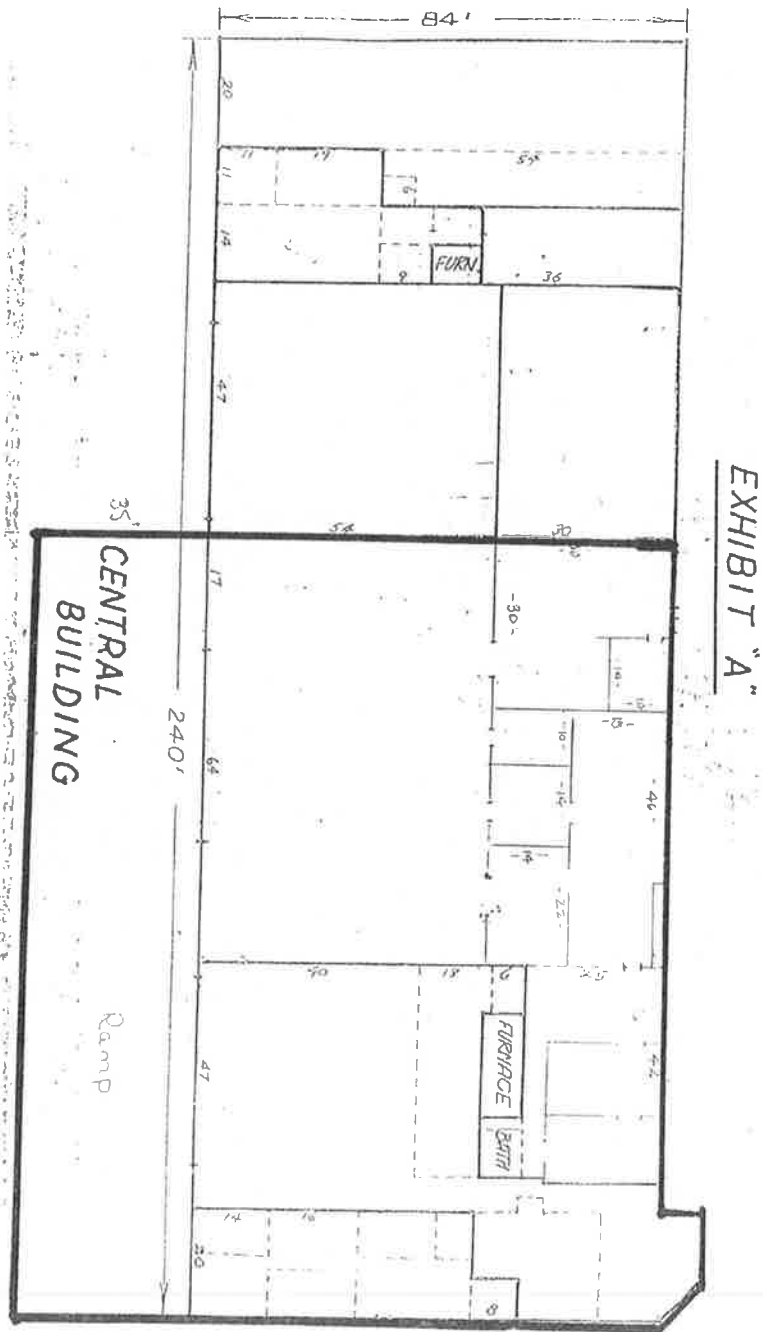
I certify that I know or have satisfactory evidence that Eugene O'Dell signed this instrument, on oath stated that they are authorized to execute the instrument on behalf of himself and O'Dell Enterprises, a sole proprietorship, and to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.



By: Shelby M. Barrett  
Notary Public for the State of Washington  
Residing at: Yakima WA  
Appointment Expires April 18, 2026



## Exhibit A



0000069