

Email forwarded from Steve Northcraft re: Ephrata lease extension:

The latest extension was per an email that I have from Mike Wren ...

From: mwren@portofephrata.com <mwren@portofephrata.com>

Sent: Tuesday, February 4, 2020 11:57:58 AM

To: 'Michael Newgard' <mnewgard50@gmail.com>; 'stephen northcraft' <soarsn@yahoo.com>

Cc: Craig Funston <craig@nimbuspilot.com>

Subject: Lease Extension

Hi Everyone,

The commissioners reviewed and approved your request for a 10 year lease extension during our regularly scheduled commission meeting last night. They considered your request to be well written to show that you have met the intent of the requirements stated in your lease document. There is no other action required as we have both agreed via telephone communication to continue with CPI increases as opposed to conducting/paying for a new appraisal, which would then be adjusted annually via CPI increases.

To accomplish a lease amendment simply for moving the lease expiration date back 4 1/2 months, when it occurs 10 or 20

years from now didn't make much sense to us so we will not grant that at this time. If it is a billing issue, we can shift

whatever is needed to better align to your needs.

Any changes you may experience with regard to your future lease footprint as a result of the FAA mandated master plan

design will cause lease amounts to be adjusted as appropriate at the time those impacts occur.

Mike Wren, Director

Port of Ephrata

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II. Exhibits

- A) Lease Area Description - paragraph 1
- B) Ephrata Operation Rules - Paragraph 9
- C) Training Center/Clubhouse Architectural Plans - paragraph 10
- D) Port of Ephrata Resolution No. 253 - paragraph 15
- E) Written verification of authority to execute Agreement - - SGC Soaring Foundation-
paragraph 42
- F) Written verification of authority to execute Agreement - - Seattle Glider Council -
paragraph 42

LEASE AGREEMENT

I. PARTIES.

The following Agreement is by and between Port District No. 9 of Grant County, Washington, the Port of Ephrata, a municipal corporation, hereinafter "Landlord", and SGC Soaring Foundation a Washington 501(c)(3) corporation, and Seattle Glider Council, a Washington 501(c)(7) corporation, hereinafter "Tenant."

II. RECITALS.

A. IN CONSIDERATION of the foregoing recitals and the conditions, covenants, promises and agreements hereinafter set forth, the parties agree as follows:

1. PREMISES. Landlord leases to Tenant and Tenant leases from Landlord the real property located in Ephrata, Grant County, Washington described as:

That portion of the Southwest quarter of the Southeast quarter of Section 14, Township 21, Range 26 East, W.M., Grant County, Washington, described as follows:

Beginning at the intersection of Division Avenue and Ephrata Airport Street, streets in Ephrata, Washington as shown on the Ephrata Airport Plat No. 1, Lot No. 1, Industrial Binding Site Plan, as recorded in Volume 1 of Binding Site Plans, on pages 20 through 24, records of Grant County, Washington; thence North 42°48'25" East, following the centerline of said Ephrata Airport Street, 74.81 feet; thence South 47°11'35" East, perpendicular to said centerline, 53.00 feet to the true point of beginning; thence North 42°48'25" East, parallel to said centerline of Ephrata Airport Street, 229.00 feet; thence South 47°11'35" East, perpendicular to said centerline, 467.00 feet; thence South 40°48'25" West, parallel to said centerline, 185.00 feet; thence North 47°11'35" West, perpendicular to said centerline, 275.00 feet; thence South 42°48'25" West, parallel to said centerline 44.00 feet; thence North 47°11'35" West, perpendicular to said centerline, 192.00 feet to the true point of beginning.

Containing 94843.00 square feet or 2.177 acres more or less

Together with and subject to easements, reservations, and restrictions of record.

As part of this lease, the Landlord shall define a suitable additional trailer overflow parking for a minimum of 20 trailers. Such area may be redefined from time to time as airport operations and tenant requirements change.

B. Authority of Parties to Agree. Tenant is willing to lease the Premises from Landlord pursuant to the provisions stated in this Lease and represents that it has full and complete authority to enter into this Agreement for leasing said Premises from the Landlord.

C. Intent to Indemnify. As part of this Agreement it is the parties' intent that Tenant shall completely and wholly indemnify Landlord against any and all liability, whether separate, concurrent or joint liability, and that Tenant shall remain solely and singly liable for any damages caused by, related to, or arising out of the business conducted on the Leased Premises.

D Condition of Premises. Tenant has examined the Premises and is fully informed of their condition.

NOW THEREFORE in consideration of the foregoing recitals and the conditions, covenants, promises and agreements hereinafter set forth, the parties agree and stipulate as follows:

1. Premises. Landlord leases to Tenant and Tenant leases from Landlord the real property located in Ephrata, Grant County, Washington described as:

That portion of the Southwest quarter of the Southeast quarter of Section 14, Township 21, Range 26 East, W.M., Grant County, Washington, described as follows:
Beginning at the intersection of Division Avenue and Airport Street, streets in Ephrata, Washington as shown on the Airport Plat No. 1, Lot No. 1, Industrial Binding Site Plan, as recorded in Volume 1 of Binding Site Plans, on pages 20 through 24, records of Grant County, Washington; thence North 42°48'25" East, following the centerline of said Airport Street, 74.81 feet; thence South 47°11'35" East, perpendicular to said centerline, 53.00 feet to the true point of beginning; thence North 42°48'25" East,

parallel to said centerline of Airport Street, 229.00 feet; thence South 47°11'35" East, perpendicular to said centerline, 467.00 feet; thence South 42°48'25" West, parallel to said centerline, 185.00 feet; thence North 47°11'35" West, perpendicular to said centerline, 275.00 feet; thence South 42°48'25" West, parallel to said centerline, 44.00 feet; thence North 47°11'35" West, perpendicular to said centerline, 192.00 feet to the true point of beginning.

Containing 94,843.00 square feet or 2.177 acres more or less, as shown in Exhibit A.

Together with and subject to easements, reservations, and restrictions of record.

As part of this lease, the Landlord shall define a suitable additional trailer overflow parking for a minimum of 20 trailers. Such area may be redefined from time to time as airport operations and tenant requirements change.

2. TERM AND EXTENSIONS.

2.1. Basic Term. This Lease shall be for a term of twenty (20) years beginning August 6, 2001, and ending August 5, 2020, subject to the provisions of paragraph 2.2 below.

2.2. Extensions. Provided Tenant is not in default at the time of exercise or upon the commencement of any extension term, Tenant shall have two (2) successive options to extend the term of this Lease for ten (10) years each. Tenant shall exercise each option by delivering written notice to Landlord not less than one hundred eighty (180) days prior to the then current Lease term. Upon the exercise of the option, the term of this Lease shall be extended for the period of the subject option upon all of the same terms, conditions and covenants as set forth herein, except for the amount of the base annual rental stated in the Lease, which shall be increased or decreased to the amount of fair market rental for the Premises.

2.3. Determination of Fair Market Value. If Landlord and Tenant are not able to agree on the amount of fair market rental within thirty (30) days after the date Tenant exercises

its extension option in each case, then the parties shall submit the determination of the fair market rental value of the Premises to a mutually agreeable licensed MIA appraiser or commercial real estate agent with at least five (5) years experience in the commercial leasing market in which the Premises are located. Such appraiser must also be familiar with the market for Airport, Port and Municipal properties. If the parties are unable to agree upon a licensed MIA appraiser or commercial real estate agent, either party can apply to the Grant County Superior Court for appointment of a licensed MIA appraiser or commercial real estate agent, whose determination of fair market rental value of the Premises shall be binding and conclusive for any option period. The parties shall share the cost of any agreed upon MIA appraiser or commercial real estate agent, and the cost of a court-appointed appraiser or agent shall be paid by the party whose final offer of fair market rent during the thirty (30) day negotiation period is farthest from the amount determined by the court-appointed appraiser or agent.

The Landlord believes that recreational users such as the Tenant are vital to the recreational use market of the airport. The term and extensions thereof granted to Tenant are so granted in consideration and recognition of Tenant's enhancement of Landlord's goal to enhance its recreational use opportunities. Given the favorable weather conditions for glider activity, the Council's history with the Landlord and its future plans to expand its glider operations and physical facilities, Landlord desires to provide Tenant with the long term opportunity to be a core recreational use tenant at the airport.

Tenant shall use its best efforts to expand its glider operations and physical facilities, and to draw events and competitions to the airport. Tenant shall keep Landlord informed of such efforts by providing Landlord with copies of all documentation evidencing such efforts and periodic updates on its membership status. If, however, Tenant fails to grow as planned and/or fails to draw events and competitions to the airport during the initial twenty (20) year term, Tenant shall forfeit its extension options for renewal. "Failure to grow as planned" and "failure to draw events and competitions" is defined as Seattle Glider Council's failure to maintain at least 200 members, and as Tenant's failure to use its best efforts to draw events and competitions to the airport, including the failure to apply for sanction for at least 16 competitions during the initial twenty (20) year term.

3. ACCEPTANCE OF PREMISES AND POSSESSION. Tenant shall be entitled to possession of the Premises upon execution of this Lease and thereafter in accordance with the terms herein. Tenant's taking possession of the Premises on commencement of the term shall constitute Tenant's acknowledgment that the Premises are in acceptable condition. Tenant has examined and inspected the Leased Premises prior to entering into this agreement and accepts them in their present condition, AS IS. Landlord shall not be responsible to the Tenant for any damages or injuries to persons or property by reason of the conditions or construction, expansion, or modification of said Premises or any portion thereof, and the Landlord shall not be held to have made any representations or warranty whatsoever as to the construction, condition or usefulness of any portion of said Premises.

4. RENT, FEES AND COSTS.

4.1 Rental. Tenant shall pay to Landlord as minimum annual rent, without deduction, setoff, prior notice, or demand, per year in advance on April 1 each year commencing on the date the term commences, and continuing during the term, as follows:

<u>Year</u>	<u>Base rent</u>	<u>Parking</u>	<u>LHT</u>	<u>Total</u>
2001				
2002	\$4,552.47	\$316.80	\$625.21	\$5,494.48
2003	\$4,707.25	\$327.57	\$646.47	\$5,681.29
2004	\$4,867.30	\$338.71	\$668.45	\$5,774.46
2005	\$5,032.79	\$350.23	\$691.18	\$6,074.20

The financial books of the Tenant as they may apply to the Landlord operations, shall be made available to the Landlord for audit at least once a year prior to renegotiation of this Lease or payment of annual rent. At the Landlord's request, each yearly rental payment shall be accompanied by a statistical summary, provided by the Tenant, of the previous year's glider activities, to include numbers of aerotows and other flight data which may be of interest to the Landlord in compiling Ephrata Airport activity reports.

Minimum annual rent for the first year or portion of it shall be paid on the day the term commences. Minimum annual rent for any partial year shall be prorated at the rate of 1/365th of the minimum annual rent per day. All rent shall be paid to Landlord at the address to which notices to Landlord are given as provided in paragraph 25. If any installment of rent due is not paid by Tenant upon the due date, Tenant shall pay a late charge for each day that the rent remains unpaid from the due date thereof until the date paid at a rate equal to 18% per annum.

Such late payment charge shall be in addition to and not in lieu of any other of Landlord's remedies under this Lease or at law or equity.

4.2 Rental increases. Every five (5) years during the term of this Lease, the Landlord may propose to increase the rent for the Premises. In the event that the Tenant does not agree that the proposed rent reflects the fair market value of the premises, the parties shall invoke the procedure set forth in paragraph 2.3 of this Agreement.

5. TAXES, ASSESSMENTS.

5.1 Personal property taxes. Tenant shall pay before delinquency, all taxes, assessments, license fees, and other charges ("taxes") that are levied and assessed against Tenant's building, personal property installed or located in or on the Premises, and that become payable during the Lease term. On demand by Landlord, Tenant shall furnish Landlord with satisfactory evidence of these payments. If any taxes on Tenant's building or personal property are levied against Landlord or Landlord's property, and Landlord pays such taxes, Tenant, on demand, shall immediately (within twenty days) pay such taxes or shall reimburse Landlord for the sum of the taxes levied against Landlord or Landlord's property. Failure by Tenant to pay such taxes or reimburse Landlord shall constitute a default under the terms of this Lease.

5.2 Employment taxes. Tenant shall pay before delinquency all employment related taxes, assessments or other charges that are levied and assessed against Tenant as a result of the business conducted on the Premises and that are payable during the term. On demand by Landlord, Tenant shall furnish Landlord with satisfactory evidence of these payments. If any

employment related taxes owed by Tenant are levied against Landlord or Landlord's property, and if Landlord pays these employment related taxes, Tenant, on demand, shall immediately (within twenty days) reimburse Landlord for the sum of such taxes levied against Landlord or Landlord's property. Failure to reimburse Landlord for such taxes shall constitute a default under the terms of this Lease.

5.3 Other fees and taxes. Tenant shall be liable for, and shall pay throughout the term of this Lease, all licenses, excise fees, insurance premiums, and occupation taxes payable as a result of the business conducted.

6. OTHER CHARGES. In the event that the Landlord is required to make additional expenditures on the Leased Premises as a result of increased operation and maintenance costs including, but not limited to those imposed by any Federal, State or other governmental agency during the term of this Lease which increased costs are attributable to Tenant's operations, then Landlord shall at once promptly call to Tenant's attention the need for a conference to agree adjust the rentals and fees to cover such actual additional expenditures by Landlord, and the said increased rentals and fees shall be paid by the Tenant as agreed upon by the parties at its earliest convenience. If the parties are unable to agree, the parties shall have the remedies set forth in paragraph 32.

7. LEASEHOLD TAXES. Tenant shall be liable for, and shall pay throughout the term of this Lease the Leasehold tax assessed by the State of Washington (which is currently 12.84%) in lieu of property tax, to be paid with annual rental payment in accordance with Paragraph 4.1.

8. INDEMNIFICATION - LIABILITY INSURANCE. The Landlord, its employees, officers, commissioners and agents, shall not be liable for any injury (including death), damages or liability to any persons and/or agency or for damage to any property, regardless of how such injury or damage be caused, sustained or alleged to have been sustained by the Tenant, Tenant's direct or indirect employees, members, agents, contractors, or subcontractors, or by others as a result of any condition (including existing or future defects in the Premises) or occurrence whatsoever related in any way to the Premises and the business conducted therein or from Tenant's use of the Ephrata Airport. The Tenant does hereby agree to defend and to hold and save Landlord, its employees, officers, commissioners and agents harmless from any liability or expense (including expense of litigation) in connection with such items of actual or alleged injury or damage. The Tenant does further covenant not to engage the Landlord, its employees, officers, commissioners and agents in any legal action arising out of the same. The Tenant's agreement to indemnify the Landlord extends to any and all liability, whether it be separate liability, joint liability, or concurrent liability, and shall survive the termination and/or expiration of this agreement. For purposes of this indemnity agreement, the term "Premises" as used herein shall mean the real property described in paragraph 1 above as well as any other portion of the Ephrata Airport used by Tenant, Tenant's members, Tenant's direct or indirect employees, agents, contractors, or subcontractors, invitees, licensees, customers, clients or others.

In addition, Tenant shall, at its own expense, maintain the following liability insurance coverage for Operation and Premises Liability, Commercial General Liability with a reputable

insurance company or companies satisfactory to Landlord in the minimum amounts of \$1,000,000.00 for bodily injury, death and for property damage and hereafter in such increased amounts as the parties may from time to time mutually agree upon to indemnify the Landlord against any such liability or expense. The Landlord shall be named as an additional insured in all policies. All insurance policies shall provide for coverage not only of the Premises, but also to the use of the Ephrata Airport by Tenant, Tenant's invitees, members, licensees, guests, customers, clients, and any other person associated with Tenant or Tenant's operations or use of the Premises or the Ephrata Airport. The Tenant shall file with Landlord certificates of insurance, which stipulate that the Landlord shall be notified thirty (30) days in advance, in writing, prior to cancellation of said policies as aforementioned.

Tenant shall also be required to procure and maintain throughout this Lease term structure insurance for the Premises for 100% of the replacement cost of the permanent structures erected on the Premises and shall file with Landlord certificates of insurance which stipulate that the Landlord shall be notified thirty (30) days in advance, in writing, prior to cancellation of said policy, and which shall name Landlord as an additional insured.

Tenant further agrees to indemnify, defend (with counsel selected by the Landlord) and hold Landlord, its commissioners, officers, employees, tenants, contractors, agents, assigns and successors harmless from any environmental claims or claims relating to hazardous substances (including environmental cleanup and site-monitoring costs), liabilities (including sums paid in settlement of claims), interest or losses, including attorneys' fees (including any fees and

expenses incurred in enforcing this indemnity), consultant fees, and expert fees that arise from or in connection with:

- a) The condition of the Premises due to Tenant's operation and use of the Premises and business conducted thereon and/or after the date of this Agreement.

This indemnity shall survive the expiration and/or termination of this Agreement.

Landlord and Tenant shall review the coverage amounts set forth in this paragraph at least once every five years during the term of this Lease and/or any extensions thereof to determine whether an increase in such coverage is needed in light of market conditions and Tenant's activities. If the parties fail to agree on increases to the coverage amounts, the parties shall invoke the procedure set forth in paragraph 2.3 to resolve the dispute, using insurance agents instead of appraisers.

9. USE OF PREMISES. Tenant may use the Premises for erection of a permanent Training Center/Clubhouse and maintenance and use thereof by soaring pilots, their crews, families and guests. In addition, the Premises may be used for the parking of glider trailers and their towing vehicles, the parking and temporary use of recreational vehicles, for the assembly and disassembly of gliders, and the parking of towplanes normally associated with glider operations. The Premises may also be used to support soaring competitions which may, from time to time, be sponsored by the Tenant or by organizations recognized by the Tenant to be competent to do so.

The Tenant will have direct access to the Ephrata Airport apron, to include the use of the asphalt taxiway connecting the Civil Air patrol building to the apron, provided that Civil

Air patrol search and rescue operations shall have priority and the Tenant will conduct glider handling ground operations so as not to interfere with the use of the asphalt taxiway during such search and rescue emergencies. The Tenant will also have roadway access to the Training Center/Clubhouse during the term of this Lease.

The Tenant will have use of the Ephrata Airport apron for glider operations, to include glider aerotows from the apron and landings thereon, plus normal ground handling activity attendant to glider launchings and retrievals and use of the apron for tiedowns subject to no additional fees. Such use of the apron shall be in conformance with the "Ephrata Airport Glider's Operation Manual", attached hereto as Exhibit B. The Tenant agrees to take all reasonable measures to promote safe practices in all aspects of glider operations, both on the Premises and on and above the Ephrata Airport as well.

Both parties agree that in the event of disagreement or dispute over safety regulations or practices or proposed construction or incidents or accidents involving gliders or related equipment, they will be guided in their reactions thereto by official FAA rules, findings or recommendations. All Tenant operations on the Premises and the Ephrata Airport will be governed by FAA regulations. The parties further agree that any by the Tenant of the airport apron for glider operations is subject to and contingent upon FAA approval. Should the FAA, at any time, object to or restrict glider operations on the airport apron, Tenant shall immediately modify its operations to comply with the FAA's instructions, and no such FAA intervention will be deemed a default by the Port under the terms of this Lease.

Tenant shall be allowed six (6) recreational vehicle spaces on the premises during the months of April 1st through November 1st. At such time as it may be in compliance with any applicable City of Ephrata ordinances and codes, as now enacted or hereafter adopted, Tenant will be permitted up to twelve (12) recreational vehicle spaces. No recreational vehicles may stay on the Premises between November 1st and April 1st.

Tenant shall not do, bring, or keep anything in or about the Premises that will cause a cancellation of any insurance covering the Premises. Tenant shall comply with all laws concerning the Premises or Tenant's use of the Premises. Tenant shall not use the Premises in any manner that will constitute waste, nuisance or unreasonable annoyance to adjoining or adjacent properties. Tenant shall not allow the Premises to be occupied by any person as a residence.

Every year, prior to the anniversary month of the execution of this Lease, the Landlord and the Tenant shall review Tenant's operations at the Ephrata Airport. Any changes, restrictions, safeguards, or the like as agreed to by the parties may be incorporated into the Tenant's use of the Ephrata Airport and surrounding Premises and shall be incorporated into this Lease as an addendum.

The Landlord reserves the following:

- (1) The right to further develop or improve the landing area of the airport as it sees fit.

(2) The right, but not the obligation, 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 Tenant in this regard.

(3) The right to take any action necessary to protect the aerial approaches of the airport from obstruction, together with the right to prevent tenant from erecting or permitting to be erected, any building or other structure on the airport which, in the opinion of the Landlord, would limit the usefulness of the airport or constitute a hazard to aircraft.

(4) The right to temporarily close the airport or any of the facilities thereon for maintenance, improvement or for the safety of the public.

(5) This Lease shall be subject to the provisions of any existing or future agreement between Landlord and the United States, relative to the operation or maintenance of the airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal funds for the development of the airport.

10. TENANT'S OBLIGATION TO BUILD TRAINING CENTER/CLUBHOUSE FACILITY. In consideration of the twenty (20) year lease term and extension options, Tenant agrees to construct, or cause to be constructed, a completed Training Center/Clubhouse facility on the Premises at its sole cost and expense within the first five (5) years of this Lease. Failure to do so will cause this Lease to revert automatically to a five (5) year lease with no option to extend, on the same terms and conditions herein. The Training Center/Clubhouse facility shall be constructed in accordance with the architectural plans which have been reviewed and

approved by the Landlord, which are attached as Exhibit C, and shall further comply with all state, federal, and local requirements, codes, statutes, regulations, and laws. Any material deviation from said plans shall require prior written approval in the form of a Lease Addendum from the Landlord. Landlord's initial approval or later approvals relating to the Training Center/Clubhouse facility and related structures shall not be unreasonably withheld.

11. ALTERATIONS AND IMPROVEMENTS. Tenant shall not make any alterations or improvements requiring a building permit to the Premises without Landlord's prior written consent. Tenant shall timely pay the amount of any increase in premiums on insurance policies provided for herein because of endorsements to be made covering the risk during the course of work. In addition, if the estimated cost of work shall exceed Two Thousand Five Hundred (\$2,500.00) Dollars, Tenant shall, upon Landlord's request and without cost to Landlord, either obtain lien releases from all contractors and subcontractors, or furnish Landlord with a construction performance bond written by a surety acceptable to Landlord in an amount equal to the estimated cost of the work, guaranteeing the completion of work, free and clear of liens, encumbrances and security interests, according to approved plans and specifications and including a one-year maintenance bond guaranteeing the work and materials free from any defects. Further, Tenant shall include Landlord on any such bonds as an additional or dual obligee, thereby entitling Landlord to enforce the terms and conditions of such bonds.

Any alterations or improvements, including the Training Center/Clubhouse facility referenced in paragraph 10, shall remain on and be surrendered with the Premises on

expiration or termination of the term, except that Landlord can elect within 60 days before expiration of the term, to require Tenant to remove any alterations or improvements that Tenant has made to the Premises. If Landlord so elects, Tenant at its sole cost shall restore the Premises to their original condition within 60 days after termination of the lease.

If Tenant makes any alterations or improvements to the Premises as provided in this paragraph, the alterations or improvements shall not be commenced until 10 days after Landlord has received notice from Tenant stating the date the installation of the alterations or improvements is to commence so that Landlord can post and record an appropriate notice of nonresponsibility if it so elects.

Tenant shall pay all costs for construction done by it or caused to be done by it on the Premises as permitted by this Lease. Tenant shall keep the Premises free and clear of all mechanic's and/or materialmen's liens resulting from any construction done by or for Tenant. Failure to comply with any provision of this paragraph shall constitute a default by Tenant.

12. PREMISES MAINTENANCE AND LANDSCAPING. Tenant covenants and agrees to maintain the Premises in a good and safe condition at its cost. Landlord shall not be responsible for any maintenance or repairs to the building or any other improvements to the Premises. Tenant further agrees to keep the grounds within fifty (50) feet, known as the fire zone, of the Training Center/Clubhouse, free of weeds, rubbish and debris, and all stored material. Tenant further agrees to install and maintain landscaping in and around the fire zone. Tenant shall maintain said landscaping in order that it is aesthetically pleasing, including any regular watering, pruning, mowing, weeding, cleaning, and/or spraying required. Tenant

further agrees to maintain the remainder of the premises in a manner consistent with the way it was previously maintained, including regular mowing, weeding and/or spraying as appropriate. If Tenant fails to maintain the Premises as required herein, Landlord may give 20 days' written notice to correct the noncompliance and, if not corrected, Landlord may correct the problem and bill Tenant. Tenant shall have thirty (30) days to pay any such billing in full.

13. SIGNS. No signs or other advertising matter, symbols, canopies or awning shall be attached to or painted on the Premises, including the windows and doors thereof, without first obtaining written approval from the Landlord. At the termination or sooner expiration of this Lease, all such signs, advertising matter, symbols, canopies or awnings attached to or painted by lessee shall be removed by Lessee at its own expense, and Lessee shall repair any damage or injury to the Premises and correct any unsightly condition caused by the maintenance and removal of said signs, advertising matter, symbols, canopies or awning.

14. UTILITIES AND SERVICES. Tenant shall make all arrangements for and pay for all utilities and services furnished to or used by it, including without limitation, gas, electricity, water, telephone service, janitorial service, snow removal, and trash collection, and for all connection charges.

15. VFR, UNCONTROLLED EPHRATA AIRPORT AND USE OF EPHRATA AIRPORT. Tenant acknowledges that the Landlord of Ephrata is a VFR (visual flight rules), uncontrolled Ephrata Airport and, as such, provides no aircraft traffic or airspace monitoring,

control, or supervision. Tenant agrees that its operations will conform to all state, local and federal rules governing VFR Ephrata Airports, and that the Landlord will not be responsible for injuries or property damage occurring as a result of Tenant's activities. Tenant further agrees that it and its members, invitees, licensees or guests will comply with all VFR rules, Port of Ephrata Resolution No. 253 (attached as Exhibit D), and Glider Operation Rules (attached as Exhibit B)

16. TERMINATION - Landlord.

16.1 TIME OF ESSENCE. Time is of the essence of each and every condition of this Lease and the failure of Landlord or Tenant to insist upon strict performance of any of the covenants and agreements of this Lease, or to exercise any option herein conferred in any one or more instances, shall not be construed to be a waiver or relinquishment of any such, or any other covenants or agreements, but the same shall be and remain in full force and effect.

16.2 DEFAULT. The following occurrences shall each be deemed an Event of Default by the Tenant:

(a) Failure to Pay. Tenant fails to pay any sum, including rent, due under this Lease following twenty (20) days written notice from Landlord of the failure to pay.

(b) Vacation/Abandonment. Tenant vacates the Premises (defined as an absence for at least 45 consecutive days without prior notice to Landlord or physical vacation of the Premises) or Tenant abandons the Premises (defined as an absence of 5 days or more while Tenant is in breach of some other term of the Lease). Tenant's vacation or abandonment of the Premises shall not be subject to any notice or right to cure. Landlord shall take no action

under this subparagraph without first giving Tenant 72 hours' notice of its intent since Tenant may have periods during the term of this Lease where there will be no activity on the Premises. This paragraph shall not apply to the seasonal absence of Tenant during the non-gliding season (November-April).

(c) Levy or execution. Tenant's interest in this Lease or the Premises, or any part thereof, is taken by execution or other process of law directed against Tenant, or is taken upon or subjected to any attachment by any creditor of Tenant, within 30 days after being levied. Provided, however, that if Tenant commences bonding or opposition processes and prosecutes the same timely and diligently during the 30 days after levy, there shall be no default.

(d) Other non-monetary defaults. Tenant breaches any agreement, term or covenant of this Lease other than one requiring the payment of money and not otherwise enumerated in this section, and the breach continues for a period of 30 days after notice by Landlord to Tenant of the breach.

It is further understood and agreed that any notice sent by Landlord shall specifically set forth the conditions of default upon which Landlord relies.

17. LANDLORD'S REMEDIES IN EVENT OF DEFAULT. (a) Landlord may terminate Tenant's interest under the Lease, but no act by Landlord other than written notice from Landlord to Tenant of termination shall terminate this Lease. The Lease shall terminate on the date specified in the notice of termination. Upon termination of this Lease, Tenant will remain liable to Landlord for damages in an amount equal to the rent and other sums that would have been owing by Tenant under this Lease for the balance of the Lease term, less the

net proceeds, if any, of any reletting of the Premises by Landlord subsequent to the termination, after deducting all Landlord's reletting expenses (as defined below). Landlord shall be obligated to mitigate its damages as required by law. Landlord shall be entitled to either collect damages from Tenant monthly on the days which rent or other amounts would have been payable under the Lease, or alternatively, Landlord may accelerate Tenant's obligations under the Lease and recover from Tenant: (i) unpaid rent which had been earned at the time of termination; (ii) the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of rent loss that Tenant proves could reasonably have been avoided; (iii) the amount by which the unpaid rent for the balance of the term of the Lease after the time of award exceeds the amount of rent loss that Tenant proves could reasonably be avoided (discounting such amount by the discount rate of the Federal Reserve Bank of San Francisco at the time of the award, plus 1%); and (iv) any other amount necessary to compensate Landlord for all the damages proximately caused by Tenant's failure to perform its obligations under the Lease.

(b) Landlord may continue this Lease in full force and effect, and without demand or notice, re-enter and take possession of the Premises or any part thereof, expel the Tenant from the Premises and anyone claiming through or under the Tenant. Landlord may relet the Premises or any part of them, in Landlord's or Tenant's name for the account of Tenant, for such period of time and at such other terms and conditions, as Landlord, in its discretion, may determine. Landlord may collect and receive the rents for the Premises. Re-entry or taking possession of the Premises by Landlord under this section shall not be construed as an election on Landlord's

part to terminate this Lease, unless a written notice of termination is given to Tenant.

Landlord reserves the right following any re-entry or reletting, or both, under this section, to exercise its right to terminate this Lease. During the Event of Default, Tenant will pay Landlord the rent and other sums which would be payable under this Lease if repossession had not occurred, plus the net proceeds, if any, after reletting the Premises, after deducting Landlord's Reletting Expenses. "Reletting Expenses" is defined to include all expenses incurred by Landlord in connection with reletting the Premises, including without limitation, all repossession costs, brokerage commissions, attorney's fees, remodeling and repair costs, costs for removing and storing Tenant's property and equipment and Tenant's members' property and equipment, and rent concessions granted by Landlord to any new tenant, prorated over the life of the new Lease.

(c) Tenant, for itself, and on behalf of any and all persons claiming through or under Tenant, including creditors of all kinds, hereby waives and surrenders all rights and privileges which they may have under any present or future law, to redeem the Premises or to have a continuance of this Lease term, as it may have been extended.

(d) All costs which Tenant agrees to pay Landlord pursuant to this Lease shall in the event of nonpayment be treated as if they were payments of rent, and Landlord shall have all the rights herein provided for in case of nonpayment of rent.

(e) If Tenant fails to remove any of its property from the Premises at Landlord's request following an uncured Event of Default, Landlord may, at its option, remove and store the property at Tenant's expense and risk. If Tenant does not pay the storage cost within thirty

(30) days of Landlord's request, Landlord may, at its option, have any or all of such property sold at public or private sale (and Landlord may become a purchaser at such sale), in such manner as Landlord deems proper, without notice to Tenant. Landlord shall apply the proceeds of such sale to: (i) the expense of such sale, including reasonable attorney's fees actually incurred; (ii) the payment of the costs or charges for storing such property; (iii) the payment of any other sums of money which may then be or thereafter become due Landlord from Tenant under any of the terms hereof; and (iv) the balance, if any, to Tenant. Nothing in this section shall limit Landlord's right to sell Tenant's personal property as permitted by law to foreclose Landlord's lien for unpaid rent. In no event shall Landlord have any additional rights under this Agreement to dispose of property on the Premises belonging to persons other than the Tenant or dispose of property belonging to Tenant's members or business invitees except as provided in paragraph 31. Landlord's rights and obligations regarding such property shall be as provided by law.

The rights and remedies of Landlord under this Lease shall be cumulative and in addition to any other rights given to Landlord by law, and the exercise of any right or remedy shall not impair Landlord's rights to any other remedy.

18. TERMINATION - TENANT. Tenant may terminate this Agreement by giving a written notice to the Landlord upon the happening of any one of the following events:

(1) The failure of Landlord to perform or observe the terms, covenants, and conditions to be kept, performed or observed by the Landlord; or

(2) Any act on the part of the Landlord or any government entity or agency which prevents or precludes Tenant from conducting viable soaring operations upon the Leased Premises in accordance with the terms and conditions of this Agreement.

It is further understood and agreed that any notice sent by Tenant shall specifically set forth the conditions of default upon which Tenant relies, and Landlord shall be given sixty (60) days from the date said notice is received by Landlord to correct said default.

19. TENANT REMEDIES IN EVENT OF TERMINATION OR LOSS OF EPHRATA AIRPORT USE. Tenant intends to make capital improvements to the Premises, for the purposes stated in paragraph 9. These facilities are only of value to Tenant so long as the Ephrata Airport continues to be viable for soaring operations for the next twenty (20) years and Tenant's lease remains in effect during the initial twenty (20) year term. Since the improvements stay with the land upon termination, Landlord agrees to compensate Tenant for its loss of the improvements constructed by Tenant after execution of this Lease upon the occurrence of the following events:

1. Tenant terminates this Lease pursuant to paragraph 18(1) during the initial twenty (20) year term;

2. Tenant terminates this Lease pursuant to paragraph 18(2) during the initial twenty (20) year term and the default event is an act on the part of the Landlord which prevents or precludes Tenant's viable soaring operations at the Ephrata Airport. This does not apply to any changes beyond Landlord's control, such as those changes made or mandated by governmental agencies which regulate aviation;

3. Landlord breaches a condition of this Lease which results in termination.

Upon occurrence of one or more of the above events, Landlord shall compensate

Tenant as follows:

1) During the first five years of the Lease following issuance of the occupancy permit:

Landlord shall pay Tenant the actual construction costs of the Clubhouse/Training Facility as built, but, in any event, not to exceed a maximum of \$150,000.00.

2) During the remaining years of the original 20-year term of the Lease: Landlord shall pay Tenant an amount equal to a straight-line depreciation amount each year based on the actual construction costs of the building, and excluding any volunteer labor and/or materials, from the first year of the lease.

20. CASUALTY. Should any of the improvements, or any part thereof, be damaged or destroyed, Tenant agrees to commence to rebuild and restore such improvements or part(s) thereof, or to remove them, within 90 days of receipt of insurance or this Lease automatically terminates. Pursuant to paragraph 8, Tenant is required to procure and maintain throughout the term of this Lease or any extension thereof, structure insurance sufficient to cover full replacement cost of the building in the event of any casualty. Tenant shall apply any insurance proceeds to the reconstruction, rebuilding, repair, or replacement of the building.

21. HOLDOVER. If Tenant shall, without the written consent of Landlord, hold over after the expiration or termination of the Lease term, such tenancy shall be deemed to be on a month-to-month basis and may be terminated according to Washington law. During such tenancy, Tenant agrees to pay Landlord 125% the rate of rental last payable under the Lease, unless a different rate is agreed upon by Landlord. All other terms of the Lease shall remain in effect.

22. REMOVAL OF DANGEROUS AND/OR HAZARDOUS WASTES, CHEMICALS, OR MATERIALS. Upon the termination or expiration of this Lease, whichever occurs first, the Tenant shall, at its sole expense and liability, remove or cause to be removed any dangerous and/or hazardous wastes, chemicals, or materials from the Premises which were placed by or caused to be placed by Tenant on or in the Premises. The Tenant hereby agrees to ensure the removal of such dangerous and/or hazardous wastes, chemicals or materials in full compliance with any applicable federal, state, and/or municipal rules, regulations, laws, directives, administrative rulings, recommendations, orders or guidelines and further agrees to indemnify the Landlord pursuant to the indemnification provisions outlined in paragraph 8 above. The Tenant obligation hereunder shall be to restore the Premises to as good a condition as it was immediately prior to execution of this Agreement.

23. INSPECTION. The Landlord, its agents and employees, shall have the right at all reasonable times to enter said Premises, for the purposes of inspecting the same or to make any repairs which are required under the terms of this Lease. The Landlord's right of inspection shall impose no obligation on the Landlord to make inspections to ascertain the condition of the Premises.

24. FAA APPROVAL. It is understood that the Landlord was deeded the property covered by this Lease subject to certain conditions and restrictions placed upon the same by the General Services Administration. Tenant hereby takes the Premises subject to the terms, conditions, and restrictions placed upon said conveyance to Landlord. In the event the FAA fails at any time to consent to this Lease, then the same shall be null and void and without any

effect whatsoever. In that event, Landlord would have no obligation under paragraph 19 to reimburse Tenant for any of the building construction costs.

25. NOTICE. For the purpose of giving any notice required or permitted under the terms of this Lease, the address of the Landlord shall be as follows:

PORT OF EPHRATA
P.O. Box 1089
Ephrata, WA 98823

and the addresses of the Tenant shall be as follows:

SGC Soaring Foundation
PO Box 7184
Bellevue, WA 98008-1184
Tenant's Registered Agent: (Agent's address)

Seattle Glider Council
PO Box 7184
Bellevue, WA 98004-1184

BQR
Mike Newgard
16408 230th Ave SE
Maple Valley, WA
98038

Any notice required or permitted to be given under the terms of this Lease shall be deemed given when said notice has been mailed by United States certified mail, postage prepaid, to the addresses as may hereafter in writing be designated by the parties hereto, respectively.

26. ASSIGNMENT OR SUBLETTING. This Lease is personal to the Tenant and Tenant covenants and agrees not to assign this Lease, or any interest therein, and not to sublet the Leased Premises or any part thereof, without first obtaining written consent from Landlord. Landlord's consent shall not be unreasonably withheld, but consideration will be given to the financial status, reputation, and compatibility of the proposed assignee/sublessee. Any proposed assignment or sub-Lease shall be subject to all provisions of this Lease, including this assignment/subletting restriction and the use restrictions of the Premises, and the Tenant

will remain liable under the terms of this Lease during the term of any sublease. Landlord acknowledges Tenant's arrangement for charging for use of glider trailer spaces, tie down spaces and RV and storage unit spaces managed by the Seattle Glider Council on behalf of Tenant. Any such use permitted by Tenant shall be limited to Tenant's members only, and all members shall be bound by the terms and conditions of this Lease by and through Tenant.

27. COMPLIANCE WITH PORT AND EPHRATA AIRPORT REGULATIONS AND WITH ALL LAWS. Tenant agrees to comply with all applicable rules and regulations of the Landlord pertaining to the property or other realty of which the Premises are a part, including the Ephrata Airport, now in existence or hereafter promulgated for the general safety and convenience of the Landlord, its various Tenants, invitees, licensees and the general public. Tenant further agrees to comply with all applicable federal, state and municipal laws, ordinances and regulations. Tenant shall not delegate or contract away any of these responsibilities.

28. SAFETY AND HEALTH REGULATIONS. Tenant shall be responsible for maintaining the Leased Premises in accordance with the latest regulations of OSHA and WISHA. Tenant shall provide adequate fire extinguishers to the Leased area in accordance with WISHA, and shall be responsible for maintenance and associated costs of same. It is the agreement and understanding of both parties that Tenant shall have the sole and complete responsibility for ensuring a safe work place and compliance with all applicable health and safety regulations, whether state or federal, including during and throughout any construction on the Premises.

29. ADVANCES BY EITHER PARTY. If Tenant or Landlord shall fail to do anything required to be done by it under the terms of this Lease, except to pay rent, Landlord or Tenant may, at its option, after written notice allowing twenty (20) days to correct or respond, do such act or thing on behalf of the other party, and upon notification of the cost thereof to the other party, the party neglecting the obligation shall promptly (within thirty (30) days of written and verified demand) pay the amount of that cost, plus interest at the rate of twelve percent (12%) per annum from the date that the cost was incurred to the date of the repayment.

30. LIENS. Tenant shall keep the Premises free and clear of all liens, including mechanics', materialmens', or other liens for work or labor done and of materials supplied, or in connection with any operation of Tenant for any work or construction by, for, or permitted by Tenant on the Leased Premises. In the event that any lien, charge, or order for the payment of money is filed against Landlord on any Portion of the Leased Premises, Tenant shall, at its own cost and expense, cause the same to be discharged of record within thirty (30) days after written notice from Landlord to Tenant of the filing thereof. Tenant shall indemnify and save Landlord harmless from and against all costs, liabilities, suits, penalties, claims, and demands, including reasonable counsel fees, resulting therefrom.

31. STORAGE AND REMOVAL OF PERSONAL PROPERTY.

In the event of any entry in or taking possession of the Premises as provided herein, the Landlord shall have the right, but not the obligation, to remove from the Leased Premises all of Tenant's personal property located therein, and may store the same in any place selected by

Landlord, including but not limited to a public warehouse, with the right to sell such stored property, with notice to Tenant after it has been stored for a period of thirty (30) days or more, the proceeds of such sale to be applied first to the costs of such sale; second to the payment of the charges for storage, if any; and third, the payment of any other sums of money which may then be due from Tenant to Landlord under any of the terms hereof; the balance, if any, to be paid to the Tenant. Tenant will annually provide to Landlord a list of it's members and business invitees with personal property on the Premises. Landlord agrees to provide 30 days written notice of intent to remove personal property to all listed members and business invitees prior to removal of their personal property from Premises. At the expiration of the notice, the Landlord shall have the right, but not the obligation, to remove from the Leased Premises all of members' and business invitees' personal property located therein, and may store the same in any place selected by Landlord, including but not limited to a public warehouse, and charge a reasonable amount for the storage of said property. Landlord's rights and obligations regarding such property shall be as provided by law.

32. **MEDIATION OF DISPUTES.** The parties hope that no disputes will arise out of their relationship. To that end, each commits to cooperate in good faith and to deal fairly in performing its duties under this agreement in order to avoid disputes. If a dispute arises, the parties agree to first attempt to resolve such dispute through use of mediation services provided by a qualified and experienced mediator. The parties shall mutually agree on the selection of such a mediator, and shall participate in good faith and without undue delay. Mediation shall not be required prior to the commencement of an unlawful detainer action by Landlord.

33. ATTORNEY FEES AND VENUE. In the event of any action by Landlord or Tenant brought to interpret this Lease or to enforce any of the provisions hereunder, then the unsuccessful party in such action shall pay to the prevailing party a reasonable attorney's fee and costs fixed by the Court, including attorney fees on appeal, if such be had. In the event an action is brought, venue shall lie in Grant County. In the event one party is required to expend fees on attorney's services because of a breach or default by the other party, then the breaching/defaulting party shall pay to the other party the actual attorney's fees incurred as a result of that breach and/or default, provided, however, that the defaulting/breaching party be given prior notice of the breach and/or default pursuant so that it may have a reasonable opportunity to cure the breach and/or default before attorney's fees are incurred.

34. NON-WAIVER. No waiver of default by the Landlord or Tenant of any of the terms, covenants or conditions hereof to be performed, kept and observed by the Landlord or Tenant shall be construed to be or act as a waiver of any subsequent default in any of the terms, covenants and conditions herein contained to be performed, kept and observed by the Landlord or Tenant. The acceptance of rental by the Landlord for any period or periods after a default of any of the terms, covenants and conditions of this Lease shall not be deemed a waiver of any right on the part of the Landlord to terminate this Lease for failure of Tenant to perform the terms, covenants and conditions of this Lease. No act or conduct of Landlord, including without limitation, the acceptance of the keys to the Premises, shall constitute an acceptance of the surrender of the Premises by Tenant before expiration of the term. Only a notice from Landlord to Tenant shall constitute acceptance of the surrender of the Premises and

accomplish a termination of this Lease. Any waiver by Landlord of any default must be in writing.

35. TERMINATION BECAUSE OF COURT DECREE. In the event that any court having jurisdiction in the matter shall render a decision which has become final and which will prevent the performance by the Landlord of any of its obligations under this Lease, then either party hereto may terminate this Lease by written notice, and all rights and obligations hereunder (with the exception of any undischarged rights and obligations that accrued prior to the effective date of termination) shall thereupon terminate. If Tenant is not in default under any of the provisions of the Lease on the effective date of such termination, any rental prepaid by Lessee shall, to the extent allocable to any period subsequent to the effective date of the termination, be promptly refunded to Tenant.

36. INSOLVENCY. If the Tenant shall file a petition in bankruptcy or if the Tenant shall be adjudged bankrupt or insolvent by any court, or if a receiver of the property of Tenant shall be appointed in any proceeding brought by or against Tenant, or if Tenant shall make an assignment for the benefit of creditors, or if any proceedings shall be commenced to foreclose any mortgage or any other lien on Tenant's interest in the Premises or on any personal property kept or maintained on the Premises by Tenant, the Landlord may, at its option, terminate this Lease.

37. JOINT AND SEVERAL LIABILITY. Each and every party who signs this Lease, other than in a representative capacity, as Tenant, shall be jointly and severally liable hereunder.

38. "TENANT" INCLUDES TENANT, ETC. It is understood and agreed that for convenience the word "Tenant" and verbs and pronouns in the singular number and neuter gender are uniformly used throughout the provisions of this Lease, regardless of number, gender or fact of incorporation of the party who is, or of the parties who are, the actual Lessee under this agreement.

39. CORPORATE/PARTNERSHIP/JOINT VENTURE AUTHORITY. If Tenant is a corporation, it shall deliver to the Landlord on execution of this Lease certified copy of a resolution of its board of directors authorizing the execution of this Lease and naming the officers that are authorized to execute this Lease on behalf of the corporation.

40. BINDING NATURE OF AGREEMENT. This agreement shall be binding upon the parties hereto.

41. ENTIRE AGREEMENT - AMENDMENTS. This Agreement constitutes the whole agreement between the Landlord and Tenant. There are no terms, obligations, covenants or conditions other than those contained herein. No modification or amendment of this agreement shall be valid and effective unless evidenced by an agreement in writing.

42. AUTHORITY TO EXECUTE. Tenants have provided written verification of each entities' authority to enter into and execute this Agreement which are attached as Exhibits E and F.

EXECUTED BETWEEN THE UNDERSIGNED PARTIES THIS 5th DAY OF

August, 2001 AT EPHRATA, WASHINGTON.

PORT OF EPHRATA

SEATTLE GLIDER COUNCIL

Jeff Fairchild, President

Ed Forster
Ed Forster, Vice President

Roger Pugh
Roger Pugh, Secretary/Treasurer

Stephen Northcraft
By: STEPHEN NORTHCRAFT

SGC SOARING FOUNDATION

Peter Michael Newgard
By: Peter Michael Newgard

STATE OF WASHINGTON

COUNTY OF GRANT

I certify that I know or have satisfactory evidence that Jeff Fairchild signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the President of Grant County Port District No. 9 to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

DATED: _____, 2001.

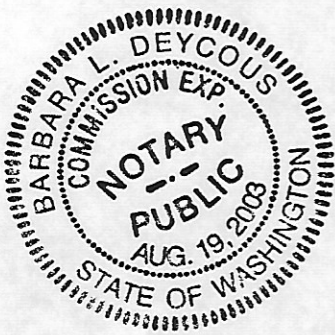
Type or print name
Notary Public for Washington State
My commission expires _____

STATE OF WASHINGTON

COUNTY OF GRANT

I certify that I know or have satisfactory evidence that Ed Forster signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Vice President of Grant County Port District No. 9 to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

DATED: 8/6, 2001.



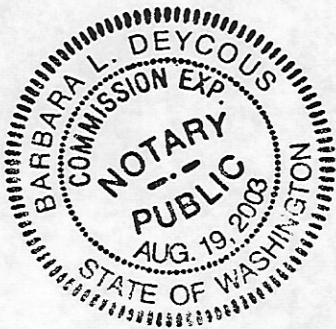
Barbara L. Deycous
Barbara L. Deycous
Type or print name
Notary Public for Washington State
My commission expires 8/19/03

STATE OF WASHINGTON

COUNTY OF GRANT

I certify that I know or have satisfactory evidence that Roger Pugh signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Secretary/Treasurer of Grant County Port District No. 9 to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

DATED: 8/6, 2001.



Barbara L. Deycous
Barbara L. Deycous
Type or print name
Notary Public for Washington State
My commission expires 8/19/03

STATE OF WASHINGTON

COUNTY OF Grant

I certify that I know or have satisfactory evidence that Peter Ste Michael Newgard signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the Chairman of SGC Soaring Foundation to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

DATED: August 5th, 2001.



Barbara L. Deyous
Barbara L. Deyous
Type or print name
Notary Public for Washington State
My commission expires 8/19/03

STATE OF WASHINGTON

COUNTY OF GRANT

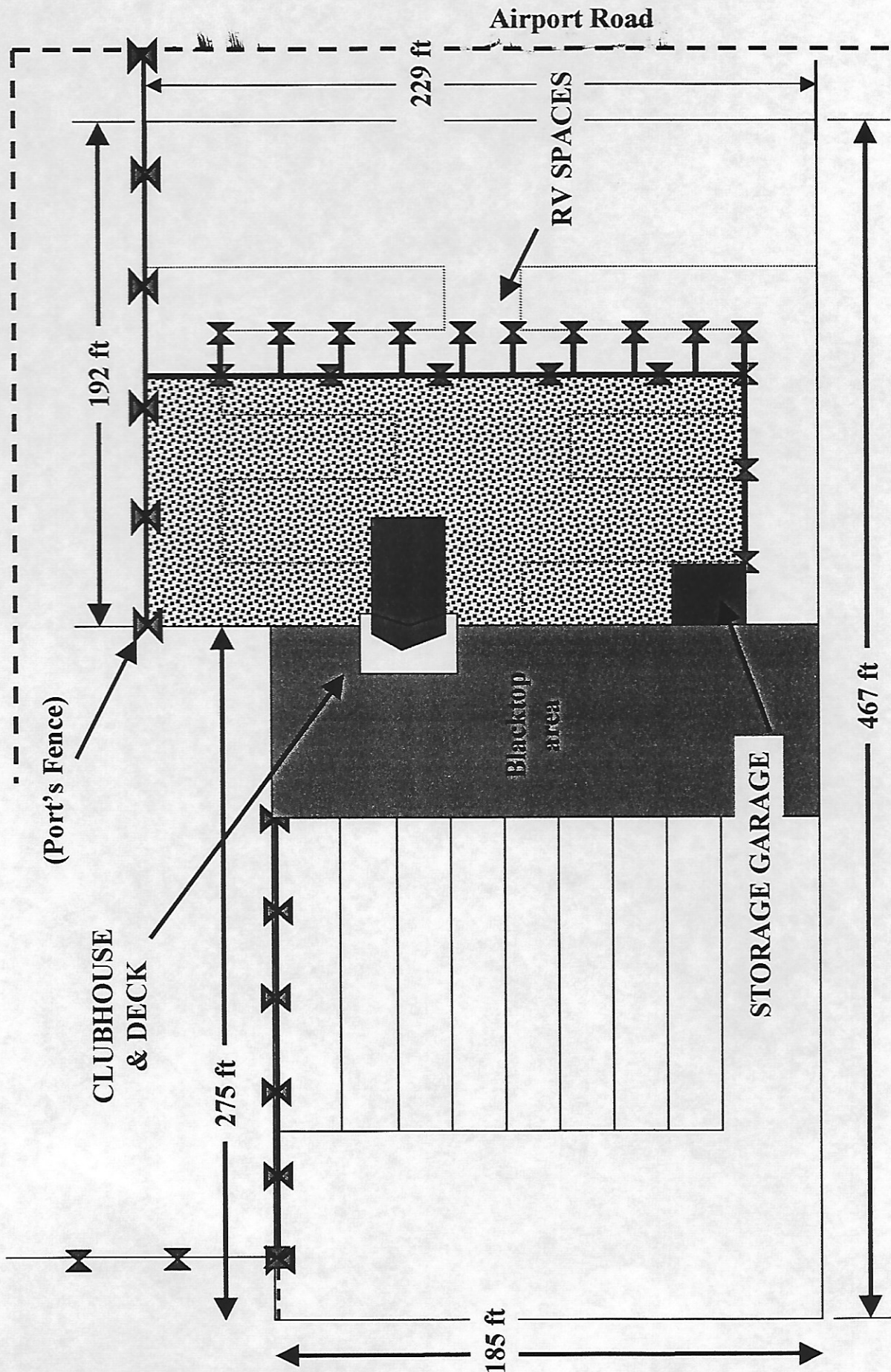
I certify that I know or have satisfactory evidence that Stephen Northcutt signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the Director of Seattle Glider Council to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

DATED: August 5th, 2001.



Barbara L. Deyous
Barbara L. Deyous
Type or print name
Notary Public for Washington State
My commission expires 8/19/03

Division Avenue



(Not to true scale)

Exhibit A

SECTION 5C
GLIDER OPERATIONS

1. These regulations are applicable to all glider pilots operating at Ephrata.
2. The Boeing Employees Soaring Club field manager or their designee will be in charge of glider field operations.
3. Persons villfully violating these rules or regulations may be deprived of the use of the airport and its facilities.

4. Ramp regulations

- A. No private automobiles or motorized equipment shall be operated on the ramp, runways or taxiways except by persons authorized by the airport administrator or maintenance supervisor or, in the absence of both, the president of the Board of Commissioners, unless prior arrangements have been made for another person to authorize said operation on airfield pavements.
- B. Privately owned vehicles are allowed on the ramp only when towing a glider trailer to the tie-downs or to trailer parking areas. Glider tie-down, parking, takeoff and landing areas are defined in the attached diagrams.
- C. Cables and tie rings have been provided by the Port as anchor points for tie-downs. Aircraft will be secured to the cables and tie-down rings provided. Spikes must not be driven into the aircraft parking apron at any time. Ropes and other paraphernalia (rocks, blocks wood etc.,) left loose on the ramp are considered a hazard. Tie-down area should be picked up at all times.
- D. Unauthorized spectators, personnel, pets or unattended children will not be allowed past the cyclone fence at the edge of the aircraft parking apron.
- E. There are a minimum of 39 aircraft parking spaces available from the center taxiway to the south on the ramp.
- F. Any wheel chock used by aircraft parked on the ramp must be painted safety yellow. Wheel chocks are the responsibility of the aircraft operator and are to be removed from the ramp when not in use.
- G. There is not enough safe room for tie downs by any aircraft between the present cable tie down area and the glider landing line on the north half of the ramp during any glider activity.
- H. Cable tie downs on the ramp from the center taxiway to the north end of the ramp are designated to the Seattle Glider Council for glider tie down use.

- I. Powered aircraft operation on the ramp is to be limited to marked taxiways during any glider activity. Gliders are to keep all marked taxiways clear at all times.

5. Glider regulations

- A. Regulations herein stated or instructions given during any pilot briefing shall not waive the basic responsibility of any pilot to exercise reasonable and good judgement in emergency situations and/or to conform to all applicable FAA and airport regulations.
- B. Except as provided below or under the special auto launch regulations, no glider shall land or take off on any runway or taxiway. All gliders will take off and land on the ramp in the area designated on the attached diagram as agreed to by the Port management and field operations manager. Note patterns to ramp landing areas, either on 02 or 20, in the attached diagram.
- C. Under severe westerly crosswind conditions a left hand pattern coincident with runway 29 is permissible with the option of landing on runway 29 or across the ramp. Ephrata Unicom must be advised of your intentions.
- D. Easterly component crosswinds require landing on the ramp in either direction, 02 or 20, depending on the wind component. Advise Ephrata Unicom 122.8 of your intentions and watch for power traffic on runways 11 and 02.
- E. Pilots shall be alert for power traffic at all times, recalling that there are four (4) active runways on the airport.
- F. Thermaling is prohibited below 2500 MSL within one mile of the landing pattern.
NOTE: Thermaling from auto tow is prohibited.
- G. Aircraft with radio frequency 122.8 are requested to advise "Ephrata Traffic" of your intentions when entering the pattern. If an "airport advisory" is desired, call Ephrata Unicom 122.8 prior to entering the pattern. If the glider only has 123.3 call "soaring ground" and advise them of your intentions.
- H. No glider shall roll out toward persons or parked aircraft or equipment at such speed or proximity so that a brake failure could produce injury or damage.
- I. No glider shall be left unattended unless it is properly tied down. Tie downs are available on a daily first come first served basis. Each pilot is to supply adequate tie down ropes and remove same from the parking apron when not in use.
- J. No gliders will be parked in front of the terminal area due to transient aircraft traffic.
- K. To avoid confusion regarding the launch order, the field operations manager will determine the launch order. "Field Operations Manager" will wear a reflective orange arm band while on duty and his name will be posted at the clubhouse.

- L. Radio communication between a glider on tow and the tow plane will normally be on 122.8 unless it has been mutually agreed between the glider pilot and the tow pilot to use another frequency.
- M. The takeoff area on the ramp will consist of a maximum of two side-by-side lines. Adequate overshoot capability between these two lines and the parked power planes must be provided at all times. The center access to runway 02 and 20 from the ramp must be kept clear of towropes and gliders at all times.
- N. The Boeing Club chief flying safety officer will be the final arbitrator on matters of safety.
- O. All glider pilots and ground crew shall read, understand and sign these rules prior to operating on the Ephrata Airport.

6. Motor glider regulations

- A. The same policies set for glider operation will be understood and used by motor glider pilots.
- B. Glider pilots will coordinate with any other glider activity in operation at the same time and use the same take off and landing patterns.
- C. Motor gliders will line up beside the first glider waiting for a tow and take off from that point. The motor glider is not to pass alongside a waiting line of gliders during the take off roll.
- D. The safety officer for the glider operation will visually clear for traffic for the motor glider pilot in the same manner as for usual glider operations and the motor glider pilot will wait for the safety officer's signal before taking off.
- E. The motor glider pilot will announce on radio frequency 122.8 prior to launch that a motor glider is taking off from the ramp and the pilot will remain on that frequency until clear of the airport patterns.
- F. At any time a motor glider pilot launches alone, with no other gliders on the ramp and/or no glider activity or safety officer present, the pilot must take the same care as a tow pilot to visually clear the area and to announce on radio frequency 122.8 that a motor glider is about to take off from the ramp.
- G. Prior to landing on the ramp at any time, a motor glider pilot should transmit his intentions of landing on the ramp to area traffic.
- H. When taxiing, the designated airport taxiways will always be used.
- I. If a motor glider pilot uses the runways he will follow standard power take off procedures and radio procedures including the statement that a motor glider is taking off from the runway.

7. Tow plane regulations

- A. The tow plane will use basic routes that will prevent the tow plane from flying over the City of Ephrata.

- B. The tow plane landing pattern will, at the pilot's discretion, be a right entry base onto the 20 runway and a left entry base on the 02 runway. The tow pilot will advise Ephrata unicom 122.8 of his intentions prior to entering the pattern.
 - C. A NOTAM of the revised pattern will be in effect at all times during glider towing operations.
 - D. Soaring contest organizers will coordinate with and gain the approval of the Ephrata Airport Administrator regarding all matters pertinent to any and all proposed soaring contests to be held at the Ephrata Airport. Contest organizers will also coordinate their activities with all other aviation operations at the field.
 - E. Should the contest organizers or the Soaring Society of America impose any significant changes in the normal glider operating rules or regulations, said deviations must be coordinated between parties involved as early as possible.
8. Glider ground tow regulations:
- A. The purpose of the glider ground tow operation is to provide pattern flight training only (take-off, pattern and landing).
 - B. Glider ground tow operations will be conducted on runway 11/29, see attached sketches 1 through 3.
 - C. Glider flights launched by auto tow will be restricted to a maximum of 800 feet AGL.
 - D. No thermaling will be allowed during flights launched by auto tow.
 - E. Radio communication on a frequency other than 122.8 or 123.3 will be maintained between observer #1 stationed at the launch site, observer #2 stationed at a point to monitor aircraft landing or taking off on runway 02/20 and observer #3 in the tow car.
 - F. A senior operations manager located at the launch site will also monitor 122.8 at all times during the ground tow operations.
 - G. The tow vehicle will display a suitable flag at all time and will be manned by a minimum of two (2): a driver and an observer/safety person.
 - H. Transit of equipment and personnel to and from the launch site will be along the taxiway parallel to runway 11/29.
 - I. A NOTAM will be issued advising of glider ground tow operations being conducted on runway 11/29.
9. Civil Air Patrol and Seattle Glider Council coordination
- A. Glider activities to be limited and priority given to Civil Air Patrol (CAP) during any actual CAP search and rescue mission.

- B. Glider and CAP activities should be coordinated between each organization so as not to have CAP fly-ins and glider competition meets scheduled at the same time. Each organization should name one person responsible for this and a written schedule of each organization's activities be exchanged between them and a copy to the Port office so coordination of other activities can be controlled on the airport.
- C. During any glider activity a maximum of two (2) CAP aircraft may be parked in front of the CAP facility in the marked tie down area. Other powered aircraft may be parked in the transient tie down parking area on the ramp south of the port district office. All powered aircraft tie down areas to be marked with a yellow "T."
- D. The area in front (east) of the CAP facility is to remain clear of all parked aircraft or gliders, with the exception of two (2) marked CAP parking spots, thus allowing both gliders and CAP safe access to the ramp area.
- E. CAP and gliders should put forth a maximum effort to use Unicom 122.8 during all activities on the airport.

TOW PLANE R. BASE FOR 20

CONTEST TOW PLANE ONLY
R. BASE FOR TAXI WAY 20

TOW PLANE MIN.
ALTITUDE AT
THRESHOLD:
1,500' MSL!

TYPICAL
POWER
PATTERN

GLIDER R. BASE FOR
RAMP TO SOUTH - 122.8

TOW PLANE
NORMAL RETURN
ROUTE

WHITE
SAND

LANDING LINE IS GREEN

ROLL-OUT TO TIE-DOWN
TRAILERS

TIE-DOWN CABLES
C.A.P.

SGC

TO CITY
TERMINAL
ARMORY

FBO BUILDING

45° ENTRY LEG
ALT: 2,000' MSL
GO TO 122.8

TO CITY
TO MOSES LK.

CROP DUSTER

FUEL

GLIDER L. BASE FOR
RAMP TO NORTH - 122.8

LAUNCH ROUTE: NO TOWS
OVER CITY OR BUILT UP
AREAS! 122.8

SCALE 500' 1000'
MAY 6 '94

TAKE-OFF
GRID
PARKED
GLIDER, TUG

ALTERNATE TOW
PLANE RETURN
ROUTE

NORTH LANDING
ROLL-OUT TO TIE-DN

POWER TIE-DOWN
NORTH LANDING
ROLL-OUT TO RE-LIGHT

TOW PLANE FINAL
FOR RW 2
FROM L. BASE

29

on a first come - first serve basis. Shoring not recommended.

Bathrooms - Two bathrooms are located in the clubhouse, with three located in the building behind the clubhouse. We have enlisted the help of a service to clean these periodically, but we need your help on a day to day basis. Try to leave them cleaner than when you came in.

Telephone - The phone is available for local calls only. The main reason for the phone is for pilots to contact their crew in case of landouts. Please do not tie the phone up for long periods of time.

Cleaning Duty - Pilots are assigned weekends that they are responsible for helping with cleaning and closing down the clubhouse after the weekend. These duties are: dumping trash, vacuuming, straightening up and securing the area.

TIEDOWN/ASSEMBLY AREAS

Trailers are required to have wheel chocks. Please park your trailer so that it won't inhibit someone else from assembly. Unsecured sailplanes should not be left unattended in these areas. Tiedown areas are available north of the permanent tiedown areas. These spots are available on a first come - first serve basis. The Port requires that all gear (wheel chocks, tiedown ties, aileron locks, etc.) that is left in the tiedown area shall be painted bright yellow. Painted "T" markings show main gear alignment for 15 meter spacing. Don't park in a spot that has been claimed. (Usually tiedown ropes and chocks mark the spot.)

SPECTATORS/GUESTS/CHILDREN/PETS

The Port of Ephrata states that "spectators, pets, unattended children, bicycles or roller skates are not allowed past the cyclone fence at the edge of the aircraft parking apron." Although family and friends are welcome, they are your responsibility. Please educate them on how our operation works. Children should not be left unattended and should stay clear of assembly areas and the active ramp.

ACTIVE RAMP

At Ephrata we are blessed with a very large asphalt ramp that we use for our operations. The Boeing Employees Soaring Club is the designated operations manager for all glider activities. It is up to the field

RULES ARE RULES

The following are rules and guidelines set up by the Port of Ephrata, the Seattle Glider Council and Boeing Employees Soaring Club. These rules enable us to run an efficient and safe operation. Please take the time to read and understand this manual.

FEES

Membership - Membership, pilot and parking fees are collected by the Seattle Glider Council to cover cost of the operation. In order to fly at Ephrata you must be a member of the Seattle Glider Council. This is an annual fee of \$11. With this membership you also receive a monthly newsletter. If you are not a member, and you wish to fly at Ephrata, we will bill you for the membership.

Pilot fees - Pilot fees are billed on a daily basis at \$4.50 per day. You can also save money if you plan to fly more than ten days by prepaying an annual pilot fee of \$45. Note: The season total on your daily fees will not have a cap of \$45.

Trailer parking fees - Trailer parking for private ships is available on a weekly basis at \$7 per week. An annual fee for this is \$70. (This also has no cap on the fees, so pay in advance.) If you do not have an assigned spot please consult the parking assignment map in the clubhouse, or ask for assistance. Please do not take a spot assigned to anyone else.

Permanent tie-down fees - Trainers and club ships can utilize permanently reserved tie-down spots for the same costs as the trailer parking fee. These are located across from the outside row of trailers.

RV parking - The port has limited us to six RV parking spots. These are available for \$7 per week or \$70 per season.

CLUBHOUSE

The Seattle Glider Council maintains a double-wide manufactured home as their clubhouse. Behind the clubhouse you will find a very convenient three bathroom addition.

Kitchen - A well equipped kitchen is available for your use. Cleaning up after yourself is required.

Sleeping Facilities - Two large rooms with bunk beds are available

The Seattle Glider Council would like to welcome you to Ephrata!

This small town will open their arms to you, the soaring is great, and the friendships are strong.

We feel that we have a safe and enjoyable operation, and would like to keep it that way with the help of this orientation manual.

We ask that all pilots read and understand our rules of operation to avoid confusion later.

And above all, enjoy yourself!

manager to determine the towing order of private ships versus club ships. The field manager and those under their direction will be in charge of the ramp operations. All decisions by the field manager are final.

Take off grid - The takeoff area is located on the east side of the ramp, next to the taxiway. Start the takeoff grid at about #20 to provide adequate room for takeoff. At most, two lines of sailplanes are allowed on the ramp in the take-of area.

Spectators - This has been a problem in the past. In order to get to the launch area, you have to cross an active landing area for gliders. Too often those that are unfamiliar with our operation have been "caught" in the this area at the wrong time. Spend time educating them so they can check the pattern before attempting to cross the landing area. Spectators should be kept at a minimum anywhere on the ramp, and best if escorted by someone familiar with the operation.

Procedures - A first come - first serve basis is used when acquiring a tow. The BESC does however reserve the right to move their sailplanes to the front of the line if the pilot has not flown that day or is taking instruction. This policy is made in return for the their work in managing the ramp operations.

-Sailplanes should not be left unattended on the ramp while waiting for tows.

-BE READY! If your sailplane is in line, you must be ready to take off. If you are not ready when your towplane arrives you must move to the back of the line.

-Make sure that your towcard is filled out in advance.

-Tow release checks will not be made with the tow rope. Be ready to hook and go. The field manager will have a short link available for testing before your towplane shows up.. If you cannot use a Tost tow ring, you are responsible for your own adapter.

-No gear is to be left on the active ramp beyond the tiedown cables. Make arrangements to have tail dollies and other equipment cleared from the ramp after takeoff.

TOWING

Our tow pilots are valuable volunteers. Please show them trouble free operations when towing. Without these guys, we don't fly.

- Towplanes are required to avoid flying over town to reduce noise.
- Know your signals and be prepared.
- Follow the plane without excessive steering.
- Slingshot releases from tows will not be tolerated.
- All communications between towplane and glider will be on 122.8.

LANDING

- Before entering the pattern, the pilot should inform the local glider traffic of their actions on 123.3.
- Upon entering the pattern the pilot should then inform the airport traffic of their intentions on 122.8.
- The landing area is typically between the tiedown cables and the launching area.
- No glider shall taxi toward persons, parked aircraft, or equipment at such speeds or proximity that brake failure could produce injury or damage.

AIRPORT AIRSPACE

- Thermalling is prohibited below 2500 feet MSL within one mile of the landing pattern.
- The minimum altitude for finishing passes at Ephrata is 500 feet AGL
- The glider pattern is on the west side of the ramp. Power traffic is kept on the east side.

THERMALLING

- The first sailplane into the thermal sets the circling direction for later entrants.
- The newcomer to a thermal must fly in a manner that already circling sailplanes are not inconvenienced. (No zooms into the middle.)
- Anyone leaving the thermal must not hinder other gliders.
- If outclimbing other sailplanes, the worst climber shall not be hindered.
- As a general rule, never fly closely below another ship. The other plane has almost no escape at low speeds.
- Always observe your airspace and know who is around you.
- Attempt to fly so that other pilots can see you.

Seattle Glider Council

Ephrata Operations Manual

April 1994

PORT DISTRICT NO. 9 OF GRANT COUNTY, WASHINGTON

PORT OF EPHRATA

RESOLUTION NO. 253

A RESOLUTION establishing a policy for deviation from the standard published traffic patterns at the Ephrata Municipal Airport.

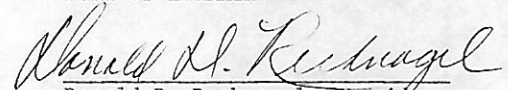
NOW, THEREFORE, be it resolved that the Port District No. 9 of Grant County, Board of Commissioners for the Port of Ephrata, does hereby set the following policy for aircraft deviation from the standard published traffic patterns at the Ephrata Municipal Airport.

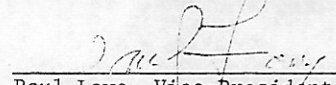
1. Any aircraft deviating from a standard published traffic pattern shall announce their intentions on the Common Traffic Advisory Frequency (CTAF) prior to utilizing one of the approved methods of deviation listed below. Without 2-way radio capability strict adherence to the standard traffic patterns will be enforced.
2. All patterns shall be flown at an altitude of not less than 200 feet above ground level except as stated in Paragraph 4.a(2) of this document.
3. Departures:
 - a. When runway 02 is active use one of the following:
 - (1) Depart from runway 02 with a right turn and depart the pattern to the northeast or left turn and depart to the west.
 - (2) Depart from runway 11 with a right turn and depart the pattern south.
 - b. When runway 20 is active use one of the following:
 - (1) Make an intersection departure from runway 20 with a right turn and depart to the west.
 - (2) Depart from runway 11 with a left turn and depart to the north or a right turn and depart to the south.
4. Arrivals:
 - a. When runway 02 or 20 is active use one of the following:
 - (1) Enter either a left or right base for runway 29.
 - (2) When approaching from the west, if runway 20 is active, enter on a right base for full stop on runway 20; if runway 02 is active enter on a mid field cross wind at 500 feet AGL, turn right base to 29 and land on runway 29.
 - b. When runway 11 or 29 is active use one of the following:
 - (1) Enter a left or right base for runway 20.
 - (2) Make a straight-in approach to runway 02.

THIS RESOLUTION shall become effective the 10th day of July, 1988.

PASSED by the Board of Commissioners of the Port of Ephrata this 6th day of June, 1988.

BOARD OF COMMISSIONERS
PORT OF EPHRATA


Donald D. Recknagel, President


Paul Love, Vice-President

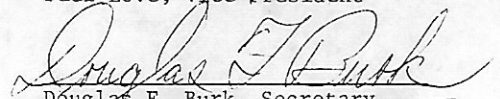

Douglas F. Burk, Secretary

EXHIBIT D

Minutes of the SGCSF Board meeting, held on the 23rd July, 2001, at the home of The Secretary.

The meeting opened at 7.02 pm.

Present were:- Mike Newgard, Chairman; Dale Hacker, Vice Chairman; Doug Kylo, Director; Jim Simmons, Treasurer; SGC Board members John Daly and Steve Northcraft; and The Secretary.

The minutes of the previous meeting, held on April 23rd, previously approved by e-mail, were confirmed for printing in the next issue of TOWLINE.

Finances:- Jim presented the current Balance sheet & Profit & Loss Account. Approved.

After much work by the Treasurer, Dale and Karen Funston, a response has been sent to the IRS as our reply to their request for clarification of several issues related to the SGCSF application for 501 (c) (3) status.

New Building:- The drawings are completed and have been sent to the City of Ephrata Building Inspector for the necessary Permits.

No wartime concrete pads have been broken up as yet, due to no signed lease with the Port. This operation will be a separate agreement.

The Contractor will provide a written proposal, ready to start building at the end of August. Construction should take 12 weeks, August to December. Existing Club sheds have already been relocated.

A Color Coordination Committee for the exterior is to be formed. Volunteers are required for this.

New Lease:- The Site is now slightly reduced, due to a 23-foot setback introduced by the Port & Local Authorities. The legal description is now 467 feet as the length of the property. RV & Parking area will have to be re-aligned. The overflow parking of 20 trailers needs confirmation. The rent to the Port is now slightly reduced, due to revised levels of assessment. There was then a line-by-line run-through of the revised details of the Lease, negotiated at the last meeting by Steve and Jim with the Port officials and Lawyers.

Dale Hacker then moved that the revised state of the SGCSF/Port of Ephrata lease be accepted, and that Chairman Mike Newgard and Steve Northcraft as SGCSF Representatives be authorized to sign the lease. Doug Kylo seconded the motion. The motion was approved unanimously.

Other items:- E-mail correspondence with Connie La Chase was acknowledged, with thanks to her for the donation of a computer.

Congratulations to Steve for winning, and Mike for coming eighth in the Sports-Class Nationals in Montague, California.

The meeting closed at 9:20 pm.

Respectfully submitted by: M. H. Ellison
Norman Ellison, Secretary

date: 8/3/01

Exhibit E