

**PORT OF CHELAN COUNTY RESOLUTION NO. 2019-19
PORT OF DOUGLAS COUNTY RESOLUTION NO. 2019-13
PANGBORN MEMORIAL AIRPORT RESOLUTION NO. 2019-006
CHELAN DOUGLAS REGIONAL PORT AUTHORITY RESOLUTION NO. 2019-16**

A JOINT RESOLUTION OF THE PORT OF CHELAN COUNTY, THE PORT OF DOUGLAS COUNTY, THE GOVERNING BOARD FOR THE PANGBORN MEMORIAL AIRPORT AND THE CHELAN DOUGLAS REGIONAL PORT AUTHORITY TO TAKE THE ACTIONS NECESSARY REGARDING THE DESIGNATION OF FAA SPONSOR AND THE TRANSFER, ASSIGNMENT AND ASSUMPTION OF OBLIGATIONS AND ASSETS RELATING TO PANGBORN MEMORIAL AIRPORT TO THE CHELAN DOUGLAS REGIONAL PORT AUTHORITY

WHEREAS the Port of Chelan County (“POCC”) and Port of Douglas County (PODC”) jointly own Pangborn Memorial Airport (“PMA”) and manage it under the terms of a 2003 Joint Operating Agreement, an interlocal agreement as authorized by RCW Chapter 39.34 and Section 53.08.240 RCW, and amendments thereto and related documents. The POCC and PODC shall collectively be referred as the “Ports”;

WHEREAS the Ports entered into an Interlocal Agreement for the functional consolidation of the POCC and the PODC, including POCC, PODC and PMA finances, management and operations, dated June 11, 2019 (the “2019 ILA”);

WHEREAS in furtherance of the 2019 ILA, the Ports formed the Chelan Douglas Regional Port Authority (“CDRPA”) on June 30, 2019, setting a functional consolidation date effective January 1, 2020;

WHEREAS in furtherance of the functional consolidation, the Ports as owners of the Airport and the PMA Governing Board will transfer all right, title and interest in and to PMA real property, assets and improvements to the CDRPA;

WHEREAS in furtherance of the functional consolidation, the CDRPA will assume all rights, responsibilities and obligations of the Ports relating to the joint ownership of PMA arising under any grants, contracts or obligations wherein the Ports are grant sponsors or co-sponsors, or have otherwise made federal assurances or commitments on behalf of PMA, whether arising before or after January 1, 2020; and

WHEREAS in connection with the functional consolidation, the Federal Aviation Administration must approve the transfer, assignment and assumption of the PMA, POCC and PODC assets and obligations to CDRPA.

NOW, THEREFORE, the Commissioners for the POCC, PODC, and CDRPA, and the Governing Board hereby resolve as follows:

1. The POCC, the PODC and the PMA Governing Board, together with the CDRPA hereby request that the Federal Aviation Administration acknowledge the transfer to the CDRPA and the CDRPA's assumption of all outstanding sponsor obligations and accept the designation of the CDRPA as sponsor of all PMA obligations.
2. The POCC, the PODC, the PMA Governing Board and the CDRPA approve the submission of the transfer, assignment and assumption and related reasonable and necessary documents to the FAA consistent with this Resolution.
3. The Chief Executive Officer of the CDRPA is hereby delegated the authority to sign any and all documents reasonable or necessary to effectuate the transfer, assignment and assumption by and among the Ports, the PMA Governing Board and the CDRPA, of PMA assets, sponsor obligations and PMA real property, including specifically and without limitation: a form of Transfer, Assignment and Assumption Agreement substantially in the form of Exhibit A, subject to final review of any modifications by: legal counsel for the POCC and approval by one POCC Commissioner; legal counsel for the PODC and approval by one PODC Commissioner; legal counsel for PMA and one PMA Governing Board member, and legal counsel for the CDRPA and one CDRPA Board Member, the PMA Governing Board; any and all Quitclaim Deeds relating to real property located at Pangborn Memorial Airport on behalf of the POCC (where title is beneficially or legally held in the name of the POCC on behalf of PMA); any and all Quitclaim Deeds relating to real property located at Pangborn Memorial Airport on behalf of the PODC (where title is beneficially or legally held in the name of the PODC on behalf of PMA), and any and all Quitclaim Deeds on behalf of the PMA Governing Board, together with real estate excise tax affidavits related to all Quitclaim Deeds, on behalf of the POCC, the PODC, the Governing Board, and the CDRPA; and the assignment and assumption of any and all leases, agreements, bills of sale and contracts by PMA to the CDRPA to carry out the functional consolidation.

[Signatures on following page.]

DATED: 11.12.19

PORT OF CHELAN COUNTY



J.C. Baldwin, Commissioner



Donn Etherington, Commissioner



Rory Turner, Commissioner

DATED: 11.12.19

PORT OF DOUGLAS COUNTY



Jim Huffman, Commissioner



Alan Loeb sack, Commissioner



Mark M. Spurgeon, Commissioner

GOVERNING BOARD FOR PANGBORN MEMORIAL AIRPORT:



J.C. Baldwin, Commissioner



Donn Etherington, Commissioner



Rory Turner, Commissioner



Jim Huffman, Commissioner



Alan Loeb sack, Commissioner



Mark M. Spurgeon, Commissioner

CHELAN DOUGLAS REGIONAL PORT AUTHORITY:



J.C. Baldwin, Director



Donn Etherington, Director



Rory Turner, Director



Jim Huffman, Director



Alan Loebbeck, Director



Mark M. Spurgeon, Director

EXHIBIT "A" TO RESOLUTION

TRANSFER, ASSIGNMENT AND ASSUMPTION AGREEMENT REGARDING PANGBORN MEMORIAL AIRPORT

THIS TRANSFER, ASSIGNMENT AND ASSUMPTION AGREEMENT (the "Agreement") dated as of Nov 12, 2019 (the "Effective Date") is entered into by and among the Port of Chelan County, a Washington municipal corporation ("Port of Chelan"), the Port of Douglas County, a Washington municipal corporation ("Port of Douglas"), the Pangborn Memorial Airport, a joint venture of the Port of Chelan County and the Port of Douglas County ("Airport") (collectively sometimes hereinafter referred to as "Assignee"), and the Chelan Douglas Regional Port Authority, a Washington municipal corporation ("CDRPA"), sometimes referred to as "Assignor" and the Federal Aviation Administration ("FAA") as approving agency.

RECITALS

WHEREAS, since 1965, the Port of Douglas and the Port of Chelan have cooperatively funded and operated the Airport, as a joint venture, pursuant to the terms of a Joint Operating Agreement, agreement as authorized by RCW Chapter 39.34 and Section 53.08.240 RCW, and amendments thereto and related documents and have jointly executed and accepted grants from the FAA as "sponsors" of the Airport.

WHEREAS, as owners and operators of the Airport, the Port of Chelan and the Port of Douglas in some instances hold title beneficially on behalf of the Airport in each Port's individual name.

WHEREAS, the Port of Chelan and the Port of Douglas have determined that functional consolidation of the Port of Chelan and the Port of Douglas, which will replace and supersede all joint operating agreements related to the Airport, will lead to greater efficiencies in the expenditure and governance of public resources, including the Airport.

WHEREAS, in furtherance of the functional consolidation, the Port of Chelan and the Port of Douglas executed an Interlocal Agreement on June 11, 2019 ("2019 ILA") setting out the terms of the functional consolidation.

WHEREAS, in furtherance of the 2019 ILA, the Port of Chelan and the Port of Douglas jointly formed the CDRPA.

WHEREAS, the joint venture will cease on the Effective Date, and the CDRPA will replace and supersede the joint venture and will fund, own and operate the Airport.

WHEREAS, the CDRPA wholly owned by the Port of Douglas and the Port of Chelan, possesses the same financial, managerial and technical expertise and resources to operate the Airport in full compliance with federal, state and local regulations and with the terms and

conditions of all grant agreements entered into with the FAA as does the Port of Chelan and the Port of Douglas, operating the Airport as a joint venture.

NOW, THEREFORE, in consideration of the foregoing, of the mutual promises of the parties contained herein and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending legally to be bound, hereby covenant and agree as follows:

AGREEMENT

1. Incorporation of Recitals and Schedules. The foregoing recitals and all Schedules referred to herein and attached hereto are incorporated by this reference as binding commitments of the Parties.

2. Effective Date of Assignment. The Parties intend that this Agreement be effective upon the later to occur of January 1, 2020 or the date the FAA approves the change of sponsor for the Airport (the "Effective Date").

3. Assignment and Delegation by Port of Chelan. Effective as of the Effective Date, the Port of Chelan hereby quitclaims, grants, conveys, transfers and assigns to the CDRPA all of the Port of Chelan's rights, title, interest and obligations held for and on behalf of the Airport, in, to and under:

3.1 All of the real property described on attached Schedule A, together with the assets and improvements located thereon;

3.2 All real property described on Schedule B, attached hereto (excluding buildings, leasehold interests and improvements independently held by the Port of Chelan); and

3.3 Any and all grant agreements executed by the Port of Chelan as owner, sponsor or co-sponsor of the Airport, including without limitation the federal grants listed on the attached Schedule C. The Parties intend that the right, title, interest and obligations of the Port of Douglas prior to, on and after this date under all outstanding grant agreements, including those grant agreements between the FAA and the Port of Chelan, are assigned to the CDRPA hereunder.

4. Assignment and Delegation by Port of Douglas. Effective as of the Effective Date, the Port of Douglas hereby grants, conveys, transfers and assigns to the CDRPA all of the Port of Douglas's rights, title, interest and obligations held for and on behalf of the Airport, in, to and under:

- 4.1 All of the real property described on attached Schedule A, together with the assets and improvements located thereon, excepting the Port of Douglas's interest in the building improvement commonly known as 3796 Airport Way, East Wenatchee, WA, occupied by the Central Washington Interagency Communications Center, located on Douglas County tax parcel number 22211610010;
- 4.2 All real property described on Schedule B, attached hereto (excluding buildings, leasehold interests and improvements independently held by the Port of Douglas); and
- 4.3 Any and all grant agreements executed by the Port of Douglas as owner, sponsor or co-sponsor of the Airport, including without limitation the federal grants listed on the attached Schedule C. The Parties intend that the right, title, interest and obligations of the Port of Douglas prior to, on and after this date under all outstanding grant agreements, including those grant agreements between the FAA and the Port of Douglas, are assigned to the CDRPA hereunder.

5. Assignment and Delegation by the Governing Board of Pangborn Memorial Airport. Effective as of the Effective Date, the Governing Board of the Airport hereby grants, conveys, transfers and assigns to the CDRPA all of the Airport's rights, title, interest and obligations in, to and under:

- 5.1 All of the real property described on attached Schedule A, together with the assets and improvements located thereon;
- 5.2 All real property described on Schedule B, attached hereto; and
- 5.3 Any and all grant agreements executed by the Governing Board of the Airport, including without limitation the federal grants listed on the attached Schedule C. The Parties intend that the right, title, interest and obligations of the Airport prior to, on and after this date under all outstanding grant agreements, including those grant agreements between the FAA and the Airport, are assigned to the CDRPA hereunder.

6. Acceptance and Assumption. The CDRPA hereby accepts and assumes the transfer of all assets and all of the obligations of a sponsor as assigned under Paragraphs 2 through 5 above (the "Grant Obligations"), and further assumes, covenants, acknowledges and agrees to be bound by, perform and observe all of the obligations, terms, covenants and conditions of the assigned obligations. The CDRPA specifically acknowledges, warrants and represents that it can and will comply with the responsibilities imposed under the FAA Airport Assurances under the grant agreements from and after the Effective Date and such other date that any obligations, terms, covenants and conditions become effective. Attached as Schedule

D is the Certification of CDRPA counsel that the CDRPA meets the legal requirements to undertake the sole sponsorship of the Airport and fulfill all of the certifications, representations, warranties, assurances, covenants and obligations, of whatsoever nature of the Grant Obligations.

7. Release. To the extent permitted by the FAA, on the Effective Date, the Port of Chelan, the Port of Douglas the Airport and the Airport Governing Board, shall be released from the Grant obligations undertaken and accepted prior to the Effective Date.

8. Legally Binding. The agreements, covenants, conditions and obligations contained in this Agreement shall be legally binding upon and inure to the benefit of the Parties and their assigns. The FAA is intended to be a third party beneficiary with regard to all provisions hereunder.

9. Amendment. This Agreement may be amended in a writing signed by all Parties. This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective heirs, executors or administrators, personal or legal representatives, members, authorized persons, successors and assigns.

10. Cooperation; Additional Acts. The Parties agree to cooperate and take such additional acts and execute such additional documents as may be reasonably necessary to carry out the provisions of this Agreement.

11. Counterparts. This Agreement may be executed in counterparts, all of which shall be treated as a single document.

[SIGNATURE PAGE(S) FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

PORT OF DOUGLAS

By: James M. Kuntz
James M. Kuntz, Executive Director of the Chelan Douglas Regional Port Authority as authorized by delegation of authority in Port of Douglas County Resolution No. 2019-13

PORT OF CHELAN

By: James M. Kuntz
James M. Kuntz, Executive Director of the Chelan Douglas Regional Port Authority as authorized by delegation of authority in Port of Chelan County Resolution No. 2019-19

CHELAN DOUGLAS REGIONAL PORT AUTHORITY

By: James M. Kuntz
James M. Kuntz, Executive Director of the Chelan Douglas Regional Port Authority as authorized by delegation of authority in Chelan Douglas Regional Port Authority Resolution No. 2019-16

PANGBORN MEMORIAL AIRPORT, a joint Venture of the Port of Chelan County and the Port of Douglas County

By: James M. Kuntz
James M. Kuntz, Executive Director of the Chelan Douglas Regional Port Authority as authorized by delegation of authority in Pangborn Memorial Airport Resolution Resolution No. 2019-006

SCHEDULE A
**LEGAL DESCRIPTION OF REAL PROPERTY TRANSFERRED TOGETHER WITH ASSETS AND
IMPROVEMENTS LOCATED THEREON TO CDRPA**

Parcel No. 42900800700

Lot 7, Block 8, Airway Acres, Douglas County, Washington, according to the plat thereof recorded in Volume B of Plats, Page 26,
Together with those portions of vacated Grant Road and S. Union Ave. which attaches by operation of law.

Pangborn Memorial Airport, a joint venture of the Port of Chelan County and the Port of Douglas County, transfer to Chelan Douglas Regional Port Authority

Parcel No. 22210840010

The Northwest quarter of the Southeast quarter of the Southeast quarter of Section 8, Township 22 North, Range 21, E.W.M., Douglas County, Washington.

Parcel No. 22210840011

The Southwest quarter of the Southeast quarter of the Southeast quarter of Section 8, Township 22 North, Range 21, E.W.M., Douglas County, Washington,
EXCEPT the West 264 feet of the Southwest quarter of the Southwest quarter of the Southeast quarter of the Southeast quarter,
ALSO EXCEPT the right of way for Grant Road along the South line thereof and the right of way for N. Stark Ave., along the West line thereof.

Parcel No. 22210930015

A portion of the Southwest Quarter of Section 9, Township 22 North, Range 21 E.W.M., Douglas County, Washington described as follows:

Beginning at the Southwest corner of Section 9; thence North 01°14'56" along the West line thereof

1279.92 feet; thence South 45°26'27" East 42.29 feet to the East right of way of N. Union Avenue and the True Point of Beginning; thence continue South 45°26'27" East 1539.89 feet; thence along a curve to the left with a radius of 410.00 feet a length of 258.22 feet to the North right of way of Grant Road; thence South 89°30'59" West, along said right of way, 1319.28 feet to the intersection with the East right of way of N. Union Avenue; thence North 0°14'56" West along said right of way 1204.99 feet to the True Point of Beginning,

TOGETHER with that portion of vacated Grant Road and N. Union Ave., which attaches by operation of law.

SCHEDULE A- continued
**LEGAL DESCRIPTION OF REAL PROPERTY TRANSFERRED TOGETHER WITH ASSETS AND
IMPROVEMENTS LOCATED THEREON TO CDRPA**

Parcel No. 22211520012

That portion of Lot 2 of the C & O Nursery Short Plat as recorded in Book F of Plats, Page 161, recorded under Auditor's File Number 228762, records of Douglas County, Washington, being in Section 15, Township 22 North, Range 21, E.W.M., lying West of the following described line: Commencing at the Northeast corner of said lot as monumented by a 5/8 inch rebar; thence along the North line of said lot, South 89°22'55" West 406.91 feet to a 5/8 inch rebar and the True Point of Beginning of this line; thence South 00°09'52" East 1110.98 feet to a 5/8 inch rebar on the South line of said Lot 2 at a point that bears South 89°15'16" West 418.82 feet from the Southeast corner of said lot and the end of this described line.

Parcel No. 22211530017

Lot 2, Vickery Feil Van Well Short Plat No. 03-31, according to the plat thereof recorded January 20, 2007, in Book H of Short Plats, at Pages 888-889, under Auditor's No. 3070160, records of Douglas County, Washington, located within the Southwest quarter of the Southwest quarter of Section 15, Township 22 North, Range 21, E.W.M., EXCEPT that portion thereof lying North and East of a line described as follows: Commencing at the Southeast corner of Lot 1 of said short plat; thence South 00°15'22" East (bearing datum per said short plat) 145.20 feet along the East line of said Lot 2 to the True Point of Beginning for said line; thence South 89°16'23" West, parallel with the South line of said Lot 1, 300.02 feet; thence North 00°15'22" West 145.20 feet along the Southerly extension of the West line of said Lot 1 to the Southwest corner of said lot and the terminus of said line.

Parcel No. 22211530019

A parcel of land being a portion of the South half of the Southwest quarter of the Southwest quarter of Section 15, Township 22 North, Range 21, E.W.M., Douglas County, Washington, together with a portion of the North half of the right of way for 8th Street SE vacated by Resolution Number TLS 05-8B, said County, said parcel of land being more particularly described as follows:

Commencing at the Southwest corner of said Section 15, a found 3-1/2" brass cap in concrete monument, from which point the Southeast corner of the Southwest quarter of the Southwest quarter, a 3" brass cap in a monument case, bears North 89°15'54" East 1325.02 feet; thence North 89°15'54" East 500.02 feet along the South line of said Section and the right of way centerline of said 8th Street SE to a point of intersection with the East Line of the West 500 feet of said section subdivision and the TRUE POINT OF BEGINNING; thence North 00°18'46" West along said East line 495.19 feet; thence leaving said line South 51°55'15" East 555.08 feet; thence South 00°44'06" East 147.25 feet to a point of intersection with the South line of said Section 15 being also said right of way centerline, said point bears North 00°44'06" West from the Northeast corner of Lot 3, Isler Short Plat, recorded under Auditor's File Number 188442,

SCHEDULE A- continued
**LEGAL DESCRIPTION OF REAL PROPERTY TRANSFERRED TOGETHER WITH ASSETS AND
IMPROVEMENTS LOCATED THEREON TO CDRPA**

records of said County; thence South 89°15'54" West 436.15 feet along said section line and said centerline to the TRUE POINT OF BEGINNING.

Parcel No. 22212110001

Lot 1, Strop's Short Subdivision, Douglas County, Washington, according to the plat thereof recorded in Volume C of Plats, Page 120, Together with that portion of vacated 8th St. SE which attaches by operation of law,
EXCEPT the right of way for Ute Avenue.

Parcel No. 22212220007

Lot 4, Isler Short Plat, Douglas County, Washington, according to the plat thereof recorded in Volume E of Plats, Page 47.

Parcel No. 42900800100

Lot 1, Tract 8, Airway Acres, Douglas County, Washington, according to the plat thereof recorded in Volume B of Plats, Page 26,
EXCEPT the Northerly 10 feet as conveyed to Douglas County, recorded January 17, 1979 under Auditor's File No. 194371.

Parcel No. 42900800200

Lot 2, Block 8, Airway Acres, Douglas County, Washington, according to the plat thereof recorded in Volume B of Plats, Page 26,
EXCEPT the Northerly 10 feet as conveyed to the County of Douglas for Road purposes, recorded January 17, 1979 under Auditor's File No. 194371.

Parcel No. 42900800300

Lot 3, Block 8, Airway Acres, Douglas County, Washington, according to the plat thereof recorded in Volume B of Plats, Page 26;
EXCEPT that portion conveyed to the County of Douglas under Auditor's File No. 194129, records of said county.
TOGETHER with that portion of vacated Grant Rd. which attaches by operation of law.

Parcel No. 42900800400

Lot 4, Block 8, Airway Acres, Douglas County, Washington, according to the plat thereof recorded in Volume B of Plats, Page 26,
Together with that portion of vacated Grant Rd. which attaches by operation of law.

SCHEDULE A- continued
**LEGAL DESCRIPTION OF REAL PROPERTY TRANSFERRED TOGETHER WITH ASSETS AND
IMPROVEMENTS LOCATED THEREON TO CDRPA**

Parcel No. 42900800500

Lot 5, Block 8, Airway Acres, Douglas County, Washington, according to the plat thereof recorded in Volume B of Plats, Page 26,
Together with that portion of vacated Grant Rd. which attaches by operation of law.

Parcel No. 42900800600

Lot 6, Block 8, Airway Acres, Douglas County, Washington, according to the plat recorded in Volume B of Plats, Page 26,
Together with that portion of vacated Grant Road which attaches by operation of law.

Parcel No. 42900800800

Lot 8, Block 8, Airway Acres, Douglas County, Washington, according to the plat thereof recorded in Volume B of Plats, Page 26,
Together with that portion of S. Union Ave. which attaches by operation of law.

Parcel No. 42900800900

Lot 9, Block 8, Airway Acres, Douglas County, Washington, according to the plat thereof recorded in Volume B of Plats, Page 26,
Together with that portion of vacated Airway St. SE which attaches by operation of law.

Parcel No. 42900801000

Lot 10, Block 8, Airway Acres, Douglas County, Washington, according to the plat thereof recorded in Volume B of Plats, Page 26,
Together with that portion of vacated Airway St. SE which attaches by operation of law.

Parcel No. 42900801100

Lot 11, Block 8, Airway Acres, Douglas County, Washington, according to the plat thereof recorded in Volume B of Plats, Page 26.

Parcel No. 4290082000

Lot 20, Block 8, Airway Acres, Douglas County, Washington, according to the plat thereof, recorded in Volume B of Plats, Page 26,
Together with that portion of vacated Airway St. SE which attaches by operation of law.

SCHEDULE A- continued
**LEGAL DESCRIPTION OF REAL PROPERTY TRANSFERRED TOGETHER WITH ASSETS AND
IMPROVEMENTS LOCATED THEREON TO CDRPA**

Parcel No. 42900821000

Lot 21, Block 8, Airway Acres, Douglas County, Washington, according to the plat thereof, recorded in Volume B of Plats, Page 26,
Together with that portions of vacated Airway St. SE and S. Union Ave. which attaches by operation of law.

Parcel No. 22210840024

That portion of the Southwest quarter of the Southeast quarter of Section 8, Township 22 North, Range 21 E.W.M., Douglas County, Washington, lying Southeast of the following described line: Beginning at the Northeast corner of said Southwest quarter; thence South 0°21'18" East along the East line of said Southwest quarter a distance of 145.62 feet to the True Point of Beginning of said line; Thence South 57°22'22" West a distance of 29.57 feet; thence along a curve to the left with a radius of 1050.00 feet a central angle of 20°07'40" a length of 368.86 feet; thence South 37°14' 42" West a distance of 893.42 feet; thence along a curve to the right with a radius of 420.00 feet, a central angle of 52°18'14" a length of 383.41 feet to a point on the North Right of Way for Grant Road; thence South a distance of 45.00 feet to the South line of said Southwest quarter of the Southeast quarter and end of said described line.
Together with those portions of vacated Grant Rd. and N. Stark Ave. which attaches by operation of law.

Parcel No. 22210840025 and 22210840026

The South 500.00 feet of the East half of the Northeast quarter of the Southeast quarter of Section 8, Township 22 North, Range 21 East, Willamette Meridian, Douglas County, Washington.
EXCEPT the East 375.00 feet thereof,
TOGETHER WITH The South 290.00 feet of the East 345.00 feet of the West 375.00 feet of the East half of the Northeast quarter of the Southeast quarter of Section 8, Township 22 North, Range 21 East, Willamette Meridian, Douglas County, Washington,
TOGETHER WITH that portion of the East half of the Southeast quarter of the Southeast quarter of Section 8, Township 22 North, Range 21 East, Willamette Meridian, Douglas County, Washington, Lying within Parcel A and Parcel B of Douglas County BLA 11-13 recorded under Auditor's File No. 3154308.
Together with that portion of vacated N. Union Ave. which attaches by operation of law.

SCHEDULE A- continued

LEGAL DESCRIPTION OF REAL PROPERTY TRANSFERRED TOGETHER WITH ASSETS AND IMPROVEMENTS LOCATED THEREON TO CDRPA

Parcel No. 22210840022

Lot 1, as delineated on Frazier Binding Site Plan No. 98-02, Douglas County, Washington being a portion of the East half of the Southeast Quarter of the Southeast Quarter of Section 8, Township 22 North, Range 21 East W.M., recorded in Book H pages 597 and 598 under Auditor's File No. 3021888, TOGETHER with that portion of vacated Grant Road and N. Union Ave., which attaches by operation of law.

Parcel No. 22211620001

That portion of the North half of Section 16 Township 22 North, Range 21 E.W.M., Douglas County, Washington, described as follows:

Commencing at the North quarter corner of said Section 16, a found brass cap in monument case, from which a found brass cap in monument case at the intersection of Airport Way and the centerline of Grant Road bears South 89°31'08" West 558.04 feet; thence South 89°31'08" West 12.77 feet along said centerline of Grant Road to P.K. nail; thence South 0°28'38" East 30.00 feet to a one half inch iron pin on the Southerly right of way line of Grant Road and the "Point of Beginning"; thence continuing South 0° 28'38" East 184.70 feet to a one half inch iron pin; thence South 89°30'47" West 295.64 feet to a one half inch iron pin on the Northeasterly right of way line of Airport Way; thence North 45°25'49" West 162.50 feet along said right of way line; thence along a curve to the right for 84.39 feet through a central angle of 134°56'57"; thence North 89°3 '08" East 385.63 feet along said right of way line to the "Point of Beginning",

Together with:

That portion of the North half of Section 16, Township 22 North, Range 21 E.W.M., described as follows: Commencing at the intersection of Airport Way and Grant Road , a brass cap in monument case; thence North 89°31'08" East 558.04 feet along the North line of Section 16 to the North quarter corner of Section 16; thence South 89°31'08" West 12.77 feet; thence South 00°29'38" East 30.00 feet to a rebar on the Southerly right of way line of Grant Road and the "Point of Beginning"; thence continuing South 00° 29'38" East 184.70 feet to a rebar; thence South 89°30'47" West 295.64 feet to a rebar on the Northeasterly right of way line of Airport Way; thence South 45°25'49" East 358.48 feet along said right of way of Airport Way to the PC of a fillet curve; thence Northwesterly along the curve to the right, whose radius bears North 44°34'11" East from the PC, for 54.55 feet through a central angle of 89°18'10"; thence along a curve to the left 224.56 feet through a central angle of 44°21'59"; thence North 00°29'38" West 151.44 feet; thence along a curve to the right 54.99 feet through a central angle of 90°00'46"; thence South 89°31'08" West 75.01 feet to the "Point of Beginning".

Together with that portion of vacated Airport Way which attaches by operation of law

SCHEDULE A- continued
**LEGAL DESCRIPTION OF REAL PROPERTY TRANSFERRED TOGETHER WITH ASSETS AND
IMPROVEMENTS LOCATED THEREON TO CDRPA**

Parcel No. 22212220005

Lot 2, Isler Short Plat, Douglas County, Washington, according to the plat thereof recorded in Volume E of Plats, Page 47,
Together with that portion of vacated 8th St. SE which attaches by operation of law.

Parcel No. 22212220006

Lot 3, Isler Short Plat, Douglas County, Washington, according to the plat thereof recorded in Volume E of Plats, Page 47,
EXCEPT the North 180 feet, as measured along the West line thereof.

Parcel No. 22212220008

The North 180 feet, as measured along the West line, of Lot 3, Isler Short Plat, Douglas County, Washington, according to the plat thereof recorded in Volume E of Plats, Page 47,
Together with that portion of vacate 8th St. SE which attaches by operation of law.

SCHEDULE B
LEGAL DESCRIPTION – REAL PROPERTY TRANSFERRED TO CDRPA

Port of Chelan County, a Washington municipal corporation, and the Port of Douglas County, a Washington municipal corporation, each as to an undivided one-half interest

Parcel No. 22211610010

All of Section 16, Township 22 North, Range 21, E.W.M., Douglas County, Washington, EXCEPT that portion lying North and East of the Douglas County Road known as Pangborn Drive, AND EXCEPT that portion lying within Binding Site Plan No. 287, according to the plat thereof recorded in Volume G of Plats, Page 79, recorded under auditor's no. 250410, AND EXCEPT that portion lying within Binding Site Plan No. B1-97, Pangborn Industrial Park, according to the plat thereof recorded in Volume H of Plats, Pages 489 and 490, recorded under auditor's no. 3002602, AND EXCEPT that portion as conveyed to Douglas County, by document recorded under auditor's no. 3093349, AND EXCEPT the rights of way for S. Union Ave., Grant Rd, and 8th St. SE, TOGETHER WITH those portions of vacated S. Union Ave, Grant Rd, and Airport Way, which attaches by operation of law.

Parcel No. 76600000001

That portion of Pangborn Airport Business Park, BSP 12-01, Douglas County, Washington, according to the plat thereof recorded February 25, 2014, under auditor's no. 3176418, delineated as "Stormwater Tract".

Parcel No. 76600000002

That portion of Pangborn Airport Business Park, BSP 12-01, Douglas County, Washington, according to the plat thereof recorded February 25, 2014, under auditor's no. 3176418, delineated as "Airside Way (private)".

Parcel No. 76600000100

Lot 1, Pangborn Airport Business Park, BSP 12-01, Douglas County, Washington, according to the plat thereof recorded February 25, 2014, under auditor's no. 3176418.

SCHEDULE B-continued
LEGAL DESCRIPTION – REAL PROPERTY TRANSFERRED TO CDRPA

Parcel No. 76600000200

Lot 2, Pangborn Airport Business Park, BSP 12-01, Douglas County, Washington, according to the plat thereof recorded February 25, 2014, under auditor's no. 3176418

Together with a portion of Lot 9, Pangborn Airport Business Park Binding Site Plan BSP 12-01, according to the plat thereof recorded under Auditor's File Number 3176418, described as follows:

cap marked NWG LS 38982 and the True Point of Beginning; thence turning left and continuing along the common line between said Lots 2 and 9 North 00°01'16" West for a distance of 181.47 feet to a found rebar and cap marked NWG LS 38982; thence continuing along the common line between said Lots 2 and 9 North 89°17'19" East for a distance of 221.78 feet to a found rebar and cap marked NWG LS 38982 at the Northeast corner of Lot 9; thence South 00°44'08" East along the common line between Lot 9 and Lot 4 Pangborn Airport Business Park Binding Site Plan BSP 12-01 for a distance for 184.25 feet to a found rebar and cap marked ERLANDSEN LS 17680 at the Southwest corner of said Lot 4; thence South 90°00'00" West to the Northwest corner of Lot 8 Pangborn Airport Business Park Binding Site Plan BSP 12-01 for a distance of 24.54 feet; thence South along the Common line between Lots 8 and 9 for a distance of 23.20 feet; thence South 89°29'14" West a distance of 199.52 feet; thence North 0°01'16" West a distance of 25.00 feet to a found rebar and cap marked NWG LS 38982 at the True Point of Beginning,

Also known as new Parcel A of Boundary line adjustment recorded under auditor's no. 3198780.

Parcel No. 76600000400

Lot 4, Pangborn Airport Business Park, BSP 12-01, Douglas County, Washington, according to the plat thereof recorded February 25, 2014, under auditor's no. 3176418.

Parcel No. 76600000300

Lot 3, Pangborn Airport Business Park, BSP 12-01, Douglas County, Washington, according to the plat thereof recorded February 25, 2014, under auditor's no. 3176418.

Parcel No. 76600000500

Lot 5, Pangborn Airport Business Park, BSP 12-01, Douglas County, Washington, according to the plat thereof recorded February 25, 2014, under auditor's no. 3176418.

Parcel No. 76600000600

Lot 6, Pangborn Airport Business Park, BSP 12-01, Douglas County, Washington, according to the plat thereof recorded February 25, 2014, under auditor's no. 3176418.

SCHEDULE B-continued
LEGAL DESCRIPTION – REAL PROPERTY TRANSFERRED TO CDRPA

Parcel No. 76600000700

Lot 7, Pangborn Airport Business Park, BSP 12-01, Douglas County, Washington, according to the plat thereof recorded February 25, 2014, under auditor's no. 3176418.

Parcel No. 76600000800

Lot 8, Pangborn Airport Business Park, BSP 12-01, Douglas County, Washington, according to the plat thereof recorded February 25, 2014, under auditor's no. 3176418.

Parcel No. 76600000900

Lot 9, Pangborn Airport Business Park Binding Site Plan BSP 12-01, Douglas County, Washington, according to the plat thereof recorded February 25, 2014 under auditor's number 3176418,

EXCEPT that portion described as follows:

Beginning at the Northwest corner common to Lots 2 and 9 on the Easterly right of way S. Union Ave. at a found rebar and cap marked NWG LS 38982 thence North 89°59'46" East along the common line between said Lots 2 and 9 for a distance of 256.53 feet to a found rebar and cap marked NWG LS 38982 and the True Point of Beginning; thence turning left and continuing along the common line between said Lots 2 and 9 North 00°01'16" West for a distance of 181.47 feet to a found rebar and cap marked NWG LS 38982; thence continuing along the common line between said Lots 2 and 9 North 89°17'19" East for a distance of 221.78 feet to a found rebar and cap marked NWG LS 38982 at the Northeast corner of Lot 9; thence South 00°44'08" East along the common line between Lot 9 and Lot 4 Pangborn Airport Business Park Binding Site Plan BSP 12-01 for a distance for 184.25 feet to a found rebar and cap marked ERLANDSEN LS 17680 at the Southwest corner of said Lot 4; thence South 90°00'00" West to the Northwest corner of Lot 8 Pangborn Airport Business Park Binding Site Plan BSP 12-01 for a distance of 24.54 feet; thence South along the Common line between Lots 8 and 9 for a distance of 23.20 feet; thence South 89°29'14" West a distance of 199.52 feet; thence North 0°01'16" West a distance of 25.00 feet to a found rebar and cap marked NWG LS 38982 at the True Point of Beginning,

Also known as new Parcel B of Boundary line adjustment recorded under auditor's no. 3198780.

Parcel No. 76600001000

Lots 10 and 12, Pangborn Airport Business Park, BSP 12-01, Douglas County, Washington, according to the plat thereof recorded February 25, 2014, under auditor's no. 3176418.

Parcel No. 76600001100

Lots 11 and 13, Pangborn Airport Business Park, BSP 12-01, Douglas County, Washington, according to the plat thereof recorded February 25, 2014, under auditor's no. 3176418.

SCHEDULE B-continued
LEGAL DESCRIPTION – REAL PROPERTY TRANSFERRED TO CDRPA

Parcel No. 76600001400

Lot 14, Pangborn Airport Business Park, BSP 12-01, Douglas County, Washington, according to the plat thereof recorded February 25, 2014, under auditor's no. 3176418.

Parcel No. 76600001500

Lot 15, Pangborn Airport Business Park, BSP 12-01, Douglas County, Washington, according to the plat thereof recorded February 25, 2014, under auditor's no. 3176418.

Parcel No. 76600001600

Lot 16, Pangborn Airport Business Park, BSP 12-01, Douglas County, Washington, according to the plat thereof recorded February 25, 2014, under auditor's no. 3176418.

Parcel No. 76600001700

Lot 17, Pangborn Airport Business Park, BSP 12-01, Douglas County, Washington, according to the plat thereof recorded February 25, 2014, under auditor's no. 3176418.

Parcel No. 76600001800

Lot 18, Pangborn Airport Business Park, BSP 12-01, Douglas County, Washington, according to the plat thereof recorded February 25, 2014, under auditor's no. 3176418.

Parcel No. 76600001900

Lot 19, Pangborn Airport Business Park, BSP 12-01, Douglas County, Washington, according to the plat thereof recorded February 25, 2014, under auditor's no. 3176418.

Parcel No. 76600002000

Lot 20, Pangborn Airport Business Park, BSP 12-01, Douglas County, Washington, according to the plat thereof recorded February 25, 2014, under auditor's no. 3176418.

Parcel No. 22211530011

The West 500 feet of the South half of the Southwest quarter of the Southwest quarter of the Northwest quarter; the West 500 feet of the North half the Northwest quarter of the Northwest quarter of the Southwest quarter; and the West 500 feet of the Southwest quarter of the Southwest quarter of the Southwest quarter, all in Section 15, Township 22 North, Range 21, E.W.M., Douglas County, Washington.

SCHEDULE C
GRANTS

Sponsors	Grant number	Grant date	Project(s)	Closed	Amount
POCC/PODC	3-53-0084-01	7/27/1985	Master plan update	Y	\$ 37,196.67
POCC/PODC	3-53-0084-02	8/27/1986	Extend twy, construct run-up apron, ag ramp, retention pond	Y	\$ 394,399.58
POCC/PODC	3-53-0084-03	5/25/1988	Terminal Area Plan	Y	\$ 48,956.56
POCC/PODC	3-53-0084-04	3/29/1989	Land Acquisition (RPZ)	Y	\$ 45,737.64
POCC/PODC	3-53-0084-05	7/27/1990	Terminal apron construction, install twy/runway signage	Y	\$ 1,441,664.90
POCC/PODC	3-53-0084-06	1/23/1991	Terminal construction Phase II	Y	\$ 659,427.00
POCC/PODC	3-53-0084-07	9/7/1993	Acquire SRE, rehab RWY 30 blast pad, construct t-hangar taxilanes, extend taxiway F	Y	\$ 336,269.59
POCC/PODC	3-53-0084-08	12/23/1992	Master plan update	Y	\$ 47,628.00
POCC/PODC	3-53-0084-09	1/31/1995	Acquire SRE, ARFF gear	Y	\$ 428,531.21
POCC/PODC	3-53-0084-10	8/28/1995	Land acquisition - Recchia Property	Y	\$ 362,739.78
POCC/PODC	3-53-0084-11	12/13/1996	Land acquisition 9.6 acres - Kilwein Prop., construct t-hangar twy, install RWY 12/30 light	Y	\$ 223,030.47
POCC/PODC	3-53-0084-12	8/8/1996	Reconstruct RWY12/30, relocate VASI & REIL, improve RWY 12/30 & 7/25 RSA, construct RWY 12/30 blast pads	Y	\$ 145,092.94
POCC/PODC	3-53-0084-13	6/8/1998	Land acquisition, install twy G signage, construct taxilane	Y	\$ 301,696.43
POCC/PODC	3-53-0084-14	9/13/1998	Rehab RWY 12/30 phase 1	Y	\$ 766,351.00
POCC/PODC	3-53-0084-15	3/4/1999	Rehab RWY 12/30 phase 2	Y	\$ 2,071,940.53
POCC/PODC	3-53-0084-16	2000	Acquire loader, passenger turbo lift, SRE	Y	\$ 187,391.65
POCC/PODC	3-53-0084-17	5/25/2000	Land acquisition - Koether Property	Y	\$ 253,156.14
POCC/PODC	3-53-0084-18	2001	Acquire Kodiak snowblower	Y	\$ 305,035.17
POCC/PODC	3-53-0084-19	2001	Overlay twy/apron/tiedown area, sealcoat Twy G, expand terminal apron, install pilot controlled lighting	Y	\$ 818,713.71
POCC/PODC	3-53-0084-20	2002	Master plan update	Y	\$ 210,600.00

Sponsors	Grant number	Grant date	Project(s)	Closed	Amount
POCC/PODC	3-53-0084-21	2002	Repave twy/apron, acquire sweeper, equipment garage, install security fencing	Y	\$ 736,650.00
POCC/PODC	3-53-0084-22	2002	Signage cost recovery (post 9/11)	Y	\$ 4,711.00
POCC/PODC	3-53-0084-23	2003	Terminal improvements - restrooms, hold room in security	Y	\$ 67,500.00
POCC/PODC	3-53-0084-24	2003	Land acquisition - Davis prop, ILS phase 1	Y	\$ 704,900.00
POCC/PODC	3-53-0084-25	2004	Land acquisition - Baguley/Houtz/Wall/Yonaka prop., ILS construction, acquire ARFF gear	Y	\$ 3,274,515.00
POCC/PODC	3-53-0084-26	2007	Master plan update	Y	\$ 272,500.00
POCC/PODC	3-53-0084-27	2007	Land acquisition - Snyder Property, Wagner property, terminal remodel/ARFF Station rd/hangar taxilane design	Y	\$ 1,694,799.00
POCC/PODC	3-53-0084-28	2008	Construct ARFF station rd, install perimeter fencing, terminal security design & coded doors, twy B reconstruction	Y	\$ 639,504.00
POCC/PODC	3-53-0084-29	2009	Terminal building improvements, acquire airpacs, improve security gates, Airport Way EA, rehab Taxiway B design	Y	\$ 504,869.00
POCC/PODC	3-53-0084-30	2009	Rehab Twy B, Airfield Improvements	Y	\$ 1,205,000.00
POCC/PODC	3-53-0084-31	2009	Airport Way design, AOA access controls, acquire ARFF gear	Y	\$ 855,627.00
POCC/PODC	3-53-0084-32	2010	Twy A lighting/electrical vault improvements, construct Airport Way entrance, rwy 12 phase 1	Y	\$ 971,275.00
POCC/PODC	3-53-0084-33	2011	Rwy extension EA	Y	\$ 207,661.00
POCC/PODC	3-53-0084-34	2011	Twy A lighting improvements	Y	\$ 1,634,354.00
POCC/PODC	3-53-0084-35	9/9/2013	Land acquisition, rwy extension	Y	\$ 9,865,068.00
POCC/PODC	3-53-0084-36	9/15/2014	Land acquisition, rwy extension	Y	\$ 9,500,057.00
POCC/PODC	3-53-0084-37	6/9/2015	Rwy extension	Y	\$ 6,694,112.10
POCC/PODC	3-53-0084-38-2016	6/12/2016	Master plan update	In process	\$ 669,008.00
POCC/PODC	3-53-0084-39-2017	7/17/2017	Acquire SRE	Y	\$ 1,054,758.00

Sponsors	Grant number	Grant date	Project(s)	Closed	Amount
POCC/PODC	3-53-0084-40-2019	6/13/2019	5-year projects list - EA	N	\$ 749,882.00
POCC/PODC	3-53-0084-41-209	8/28/2019	Terminal security & capacity improvements, ARFF gear	N	\$ 158,314.00

CERTIFICATION OF COUNSEL

The undersigned, Ogden Murphy Wallace, PLLC, acting as Attorneys for the Chelan Douglas Regional Port Authority, a Washington municipal corporation, do hereby certify that in our opinion, the Chelan Douglas Regional Port Authority is empowered and authorized by state and federal law, and meets all requirements, to carry out the certifications, representations, warranties, assurances and other obligations required of a Sponsor under Title 49, United States Code, section 47138, and under the laws of the state of Washington, as to the outstanding Grant Agreements being transferred to the Chelan Douglas Regional Port Authority.

Further, the actions taken by the Chelan Douglas Regional Port Authority regarding the transfer described herein have been duly authorized, and the execution of said transfer is in all respects due and proper in accordance with the laws of the state of Washington.

Dated at Wenatchee, WA, this 19 day of November, 2019

OGDEN MURPHY WALLACE, PLLC

By: _____


Jennifer Sands, Member