

**LEASE AGREEMENT
BETWEEN
THE TOWN OF WICKENBURG
AND
DALLAS C. GANT**

1. **PARTIES.** This Lease, dated, for reference purposes only, August 19, 2002, is made by and between the Town of Wickenburg, Arizona, a municipal corporation and political subdivision of the State of Arizona (herein called "Landlord") whose address for purposes of notice hereunder is 155 North Tegner, Suite A, Wickenburg, Arizona 85390, and Dallas C. Gant (herein called "Tenant") whose address for purposes of notice hereunder is 1551 South Vulture Mine Road, Wickenburg, Arizona 85390.

2. **PREMISES; PRIVILEGES; RESTRICTIONS.** Landlord does hereby lease to Tenant and Tenant hereby leases from Landlord 2 parcels of land located at the Wickenburg Municipal Airport for the construction and use of aircraft hangars (herein called "Premises") as more particularly described in Exhibit "A" attached hereto and made a part hereof. Tenant shall have an exclusive ground lease including all privileges, uses and rights further defined herein to the Premises and a non-exclusive right to use all other areas and amenities of the Wickenburg Municipal Airport.
 - 2.1. Landlord grants to Tenant the following privileges, uses and rights:
 - 2.1.1. The general use of all public facilities and improvements, which are or may hereafter be constructed at the Wickenburg Airport, including runways, approach ways, taxiways and navigational aids.
 - 2.1.2. The right of ingress and egress from the Premises over and across the designated Airport property and public roadways serving the Airport, and the public parking areas, to be utilized by Tenant, its agents, employees and invitees.
 - 2.1.3. In addition to said general privileges, uses and rights, Landlord grants to Tenant the right to construct aircraft hangars on the Premises. Tenant may use, lease or sell such hangars, provided that Tenant, its heirs, successors and assigns, comply with all provisions of this Lease Agreement, the Town Code, Airport's Rules and Regulations and Minimum Operating Standards applicable to the use selected by Tenant.
 - 2.2. Tenant shall not use the property for any purposes other than those specified above. All rights granted to Tenant under this Lease are nonexclusive excepting only those rights to build hangars at the Premises, which are exclusive to Tenant.
 - 2.3. Tenant is leasing the Premises, which is that part of the Wickenburg Municipal Airport on which the hangars will be built. Tenant will improve other portions of the Wickenburg Municipal Airport and upon completion of all such improvements and acceptance by Landlord, Landlord will fully maintain and be wholly responsible for such improvements that are not located on the Premises and for the restroom all as further defined herein.

improvements or modifications to the Premises, Tenant shall secure all applicable building permits and approvals from the Town of Wickenburg. In addition, Tenant shall furnish any additional information concerning any proposed improvements or modifications which Landlord may deem necessary with regard to safety of the Premises and/or compatibility with the general use of the Airport. Tenant shall coordinate all design and construction on the Premises with any and all other development occurring at the Wickenburg Municipal Airport including, but not limited to, construction of the on-airport access road.

- 6.2. Tenant agrees to construct a minimum of eighteen (18) aircraft hangars on the Premises and to improve the areas between such hangars located in the area generally known as the Lower Tie Down Area. The target completion time for the hangars shall be twelve (12) months from the issuance of notice to proceed with a maximum completion time of twenty-four (24) months from the date of the notice to proceed. Tenant shall construct a public restroom at Tenant's sole expense. Landlord shall maintain the restroom after construction at its sole expense. Failure to meet this schedule will subject Tenant to damages as outlined in Section 21.2 of this Lease. Landlord shall remove all asphalt and tie-down rings and grade the Premises as well as remove and relocate four (4) light poles as agreed upon by the parties.
- 6.3. Landlord shall remove all existing pavement on the Premises and provide a connection to domestic water. Landlord shall also provide a connection to sewer at the southeast corner of the property. Tenant shall install water lines and sewer lines within the Premises for the interior development of the Premises. Landlord shall provide a connection to electrical service at the location mandated by the utility company and agreed to by Tenant, and Tenant shall install electric service within the Premises. Landlord shall maintain the water and sewer lines that serve the restroom and shall not maintain any other water or sewer lines on the Premises. Landlord shall maintain the electric service to the meter on the Premises. Landlord shall coordinate any repair and service thereto with Tenant.
- 6.4. The design and construction of all improvements on the Premises shall comply with all federal, state, and local laws and regulations including, but not limited to, the National Fire Protection Association Code, the Uniform Fire Code as adopted by the Town of Wickenburg and the Uniform Building Code as adopted by the Town of Wickenburg. Further, Tenant agrees to comply with all terms and related regulations pertaining to the permit issued by the Department of the Army, Corps of Engineers pursuant to Section 404 of the Clean Water Act (33 U.S.C. 1344) and the Nationwide Permit Number 26.
- 6.5. Landlord may require modifications to the Premises as necessary for the safety of air navigation. If any improvements or modifications to the Premises made by Tenant interfere with any Federal Aviation Administration (hereinafter "F.A.A."), or such succeeding federal authority, navigational aid, Tenant and Landlord agree to negotiate in good faith on the cost of removal or modification of the improvements, which interfere with any F.A.A. navigational aid. All improvements and modifications made by Tenant shall be constructed in a good, workmanlike manner, free from defects, and in accordance with plans approved by the Town of Wickenburg.
- 6.6. Tenant shall keep the Premises and all improvements thereon free from any mechanics or materialman's liens or liens of any kind or nature for any work done, labor performed or material furnished on or to the Premises. In the event any contractor,

3. TERM AND RIGHT TO RENEW.

- 3.1. The term of this Lease shall be for twenty (20) years, commencing on the 1 day of November 2002, and ending on the 31st day of October 2022, unless sooner terminated as provided herein.
- 3.2. Landlord grants to Tenant an option to renew this Lease for one successive twenty (20) year period, subject to the terms and conditions as are contained in this Lease, provided that Tenant is not in default of any of its obligations under this Lease at the time of the renewal. Landlord shall give Tenant one hundred (120) days written notice prior to the renewal period. Tenant may exercise said option by delivering to the Airport Director written notice of its intention to do so at least ninety (90) days prior to the expiration of this Lease.

4. POSSESSION.

- 4.1. If Landlord, for any reason whatsoever, cannot deliver possession of the said Premises to Tenant at the commencement of the term hereof as a result of causes beyond its reasonable control, this Lease shall not be voidable, nor shall Landlord be liable to Tenant for any loss or damage resulting therefrom, but in that event, all rent shall be abated during the period between the commencement of said term and the time when Landlord delivers possession and the term of the Lease shall be extended by the same amount of time Landlord does not deliver possession of the Premises. If Landlord does not deliver possession of the premises to Tenant on or before the ninetieth day following execution of this Lease, Tenant shall not be responsible for any additional payments. Tenant may elect to terminate this Lease by giving notice to Landlord at any time before the date Landlord delivers possession of the Premises to Tenant.
- 4.1.1 Landlord knows of no reason or circumstance, which would prohibit Tenant from occupying the Premises at the commencement date set forth in Section 3.1 above.
- 4.2. In the event that Landlord shall permit Tenant to occupy the Premises prior to the commencement date of the term, such occupancy shall be subject to all the provisions of this Lease. Said early possession shall not advance the termination date hereinabove provided.

5. RENT.

- 5.1. Tenant shall pay, without notice and free from all claims, the annual rent in the amount equal to thirteen percent (13%) of the gross rental invoiced for occupied hangars, payable quarterly. If Tenant uses any hangar for storage or other uses, Tenant shall pay rent on such hangar at the rate charged Tenant's renters for a hangar of like size. . Tenant shall provide Landlord a list of renters with each quarterly lease payment including current mailing address for each renter.
- 5.2. If Tenant fails to pay any rent in full on or before the due date, Tenant shall be responsible for interest on the unpaid balance at the rate of eighteen percent (18%) per annum from the due date until the payment is made in full.

6. IMPROVEMENTS AND ALTERATIONS.

- 6.1. Tenant may install improvements and alterations to the Premises at Tenant's expense, provided Tenant obtains Landlord's prior written approval, which shall not be unreasonably withheld. Tenant shall provide reasonable information to Landlord upon request concerning improvements and alterations. Prior to the start of construction of

subcontractor or laborer to Tenant files any mechanic's or materialman's lien ("lien") for work performed for Tenant at the Premises, Tenant shall either (i) take all actions necessary to pay such claimant and have the lien released and satisfied, or (ii) record a statutory discharge of lien bond pursuant to A.R.S. § 33-1004, and the cost of such bond shall be borne by Tenant. Tenant shall either pay the lien claimant or record the lien discharge bond within ninety (90) days of Tenant receiving actual notice of lien or within fifteen (15) days after a foreclosure lien suit is filed. Tenant shall indemnify, defend and hold harmless Landlord from all liens, costs and damages resulting from lien claims.

- 6.7. All improvements and modifications made by Tenant which become fixtures to the Premises shall become the property of Landlord, at no cost to Landlord, upon the expiration or termination of this Lease, free of any security, interest, or claims of any kind from or through Tenant excepting only the hangars which Tenant or Tenant's lessees may remove at their sole expense at the expiration or termination of this Lease. The public restroom to be constructed by Tenant shall be a fixture and become the property of Landlord. Tenant shall thereafter supply Landlord with copies of any environmental tests or reports generated in connection with such removal together with the certification from a licensed engineer demonstrating that the Premises are free of contamination from any and all hazardous materials on the property or which may have escaped from equipment on the property.
- 6.8. Tenant agrees, at its expense, to return the Premises at the conclusion of the Lease term to Landlord in a condition that is equal to or better than the condition at the inception of the Lease and free from the presence of pollutants, contaminants and Regulated Substances which result from Tenant's use or occupancy of the Premises as defined below in Paragraph 7 of this Agreement.

7. **USE.** Tenant shall use the Premises for the construction of hangars as described in Section 6 of this Lease, for lease or sale, subject to approval of Landlord, which approval shall not be unreasonably withheld, of such hangars subject to the restrictions set forth in this Lease Agreement, storage of aircraft, and individual, non-commercial aircraft maintenance and repair and shall not use or permit the Premises to be used for commercial use, unless such use is approved by the Wickenburg Airport Commission and Town Council, aircraft maintenance (other than non-commercial maintenance on individual aircraft) or for any other purpose without the prior written consent of Landlord, storage of aircraft for air rescue purposes excepted. Commercial aircraft maintenance is defined as a for-profit aircraft maintenance business operated at the Wickenburg Municipal Airport. Tenant shall use all reasonable efforts to insure that all lessees of hangars comply with this Lease Agreement, the Town Code, and the Airport Rules and Regulations relating to the use of the hangars. Tenant shall not use or allow the Premises to be used for any unlawful purpose or a purpose inconsistent with the terms of this Lease, nor shall Tenant cause, maintain or permit any nuisance in, on or about the Premises. Tenant shall not commit or suffer to be committed any waste in or upon the Premises.

- 7.1. Tenant recognizes that assuring protection of public health, welfare and the environment from activities upon the Premises during the Lease Term is an important consideration for Landlord and during the Lease Term the federal, state and local laws, rules, regulations and ordinances relating to pollution, protection of the environment, public health, safety or industrial hygiene (hereinafter referred to as the "Applicable

Laws") will change. Throughout the Lease Term, Tenant will use reasonable efforts to maintain compliance with all Applicable Laws.

- 7.2. Tenant will not, unless disclosed and agreed to by Landlord, use any liquid, solid, semi-solid or gaseous substances (hereinafter referred to as Regulated Substances), which are, or during the Lease Term may become, subject to regulation under Applicable Laws on the Premises. Tenant shall not have on the Premises any Regulated Substances. Regulated Substances include, but are not limited to, any and all substances, materials or wastes regulated under the Resource Conservation and Recovery Act, 43 U.S.C. Section 8909, et. seq.; the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601, et. seq.; the Toxic Substances Control Act, 15 U.S.C. Section 2601, et. seq.; the Arizona Hazardous Waste Management Act, A.R.S. Section 49-921, et. seq.; the Arizona Underground Storage Tank Regulation Act, A.R.S. Section 49-101, et. seq.; and the rules and regulations adopted and guidelines promulgated pursuant to the Applicable Laws. Landlord recognizes that Tenant's lessees will use the hangars for the storage of aircraft which by necessity involves some storage for individual use for aircraft housed within the hangars of Regulated Substances including fuel and lubricating oil. However, Tenant shall use all reasonable efforts to insure that its lessees comply with the requirements of this Section 7.2 and shall require that the provisions of this section shall be included in all leases and contracts relating to the use of the hangars. Proof of such inclusion shall be provided to Landlord upon reasonable request.
- 7.3. In addition to the other requirements of this section, Tenant shall not release, discharge, leak or emit, or permit to be released, discharged, leaked or emitted into the atmosphere, ground, soil, sewer system, surface water or groundwater any substance if such substance (as reasonably determined by Landlord, or any governmental authority) does or may pollute or contaminate the same, or may adversely effect (a) the environment, (b) the health, welfare or safety of persons whether located on the Premises or elsewhere, or (c) the condition, value, use or enjoyment of the Premises or any other real or personal property. Tenant has or will timely obtain, maintain and comply with all provisions of all permits, which are required under the Applicable Laws (hereinafter referred to as the "Permits").
- 7.4. Tenant shall immediately notify Landlord, and Landlord shall immediately notify Tenant, orally and in writing, of any allegations by any governmental authority or other person or entity of any event of non-compliance with the applicable laws or permits of this section. Tenant shall also immediately notify Landlord, and Landlord shall immediately notify Tenant, orally and in writing, of any allegations by any governmental authority or other person or entity, of any events, conditions, circumstances, activities, practices, incidents, actions or plans which may interfere with or prevent continued compliance with Applicable Laws, Permits or the provisions of this section, or which may give rise to any common law or legal liability, or otherwise form the basis of any claim, action, suit, proceeding, hearing or investigation, based on or related to the generation, manufacture, distribution, use, treatment, storage, disposal, transport, or handling, or the emission, discharge, release or threatened release into the environment, of any pollutant, contaminant or Regulated Substance.
- 7.5. Landlord, or its authorized representative, agent or contractor, shall have the right, upon reasonable notice and in cooperation with Tenant, to inspect the Premises and to

review and copy documents, records, and data maintained by Tenant relating to substances used and stored on the Premises or disposed of, released or otherwise removed from the Premises, in order to assure itself that Tenant is in compliance with the provisions of this Paragraph.

- 7.6. In addition, Landlord shall have the right, at its expense, to perform periodic environmental inspections as Landlord deems necessary using the services of a qualified and duly licensed environmental engineer approved by Tenant whose approval thereof may not be unreasonably withheld. Unless Landlord has actual knowledge of Tenant's failure to comply with the Lease provisions concerning use as set forth in this Section 7, periodic environmental inspections shall not be done more frequently than every five (5) years. Landlord and Tenant shall reasonably agree on an appropriate procedure for environmental inspections. The said engineers shall conduct such sampling and testing of soils, water, substances and emissions, as Landlord deems necessary to assure itself that Tenant is in compliance with the provisions of this Section. In the event the results of the inspection indicate a need, such as a violation of federal, state or local laws or a health or safety hazard, for further testing and/or remediation as a result of Tenant's use of the Premises in order to comply with ADEQ or EPA remediation standards or guidelines, then Tenant hereby agrees to reimburse Landlord for its reasonable inspection costs and to pay for such additional testing and remediation as will be required as a consequence of Tenant's use of the Premises. Should remediation be required as a consequence of Tenant's use of Premises, Tenant shall immediately undertake such remediation as is necessary to restore the condition of the Premises and shall diligently pursue such work to completion. Tenant's failure to timely perform its obligations under this Paragraph shall be considered a material breach of this Lease, and Tenant's obligations under this Paragraph shall continue beyond the expiration or termination hereof. Nothing in this Paragraph shall constitute a waiver of any right of Tenant, including without limitation, the right to receive contribution from any individual or entity responsible for contamination of any part of the Premises.
- 7.7. Any instance of non-compliance with Applicable Laws, Permits or the provisions of this Paragraph shall be grounds for termination of this Lease by Landlord provided, however, Landlord shall give Tenant written notice of non-compliance and Tenant shall have at least thirty (30) days to take all actions to comply with Applicable Law. If thirty (30) days is insufficient to comply but Tenant acts consistently, and in good faith to obtain compliance, Landlord shall extend the time for compliance as determined to be necessary and appropriate by the Parties without termination of this Lease.
- 7.8. To the fullest extent permitted by law or as provided in this Lease, Tenant agrees to indemnify, defend and hold Landlord harmless for any and all costs of legally required remediation of environmental contamination and from any and all claims, demands, actions, suits, proceedings, hearings, investigations, responsibility, liability, orders, injunctions, judgments, fines, damages and losses of any nature whatsoever, arising out of or relating in any way to Tenant's present or future use of, or activities or operations on or at, the Premises or arising from or relating to any breach of the provisions of this Paragraph except for those damages directly attributable to Landlord's negligence. Tenant also agrees to indemnify and hold Landlord harmless for any and all costs and expenses incurred in connection therewith, including without

limitation, any and all attorneys' and expert witness fees, investigation, clean up, removal, disposal, remedial, corrective, or mitigating action costs, fines and penalties related in any way to Tenant's use of the Premises except for those damages directly attributable to Landlord's negligence. These indemnities shall survive the termination of this Lease.

8. ACCEPTANCE; MAINTENANCE; REPAIRS.

- 8.1.** Subject to the provisions of Section 24 below, Tenant warrants that it has inspected the Premises and accepts possession of the Premises and the improvements thereon "as is" in its present condition, and subject to all limitations imposed upon the user thereof by the rules and regulations of the F.A.A. and by ordinances of Landlord, and Tenant acknowledges the suitability or sufficiency of the Premises for the uses permitted hereunder. Except as may otherwise be specifically provided for herein, Landlord shall not be required to maintain or to make any improvements, repairs or restorations upon or to the Premises or to any of the improvements presently located thereon except provided in Section 6.3 above. Under no circumstances shall Landlord have any obligation to repair, maintain or restore any improvements placed upon the Premises by Tenant.
- 8.2.** Tenant shall be solely responsible, at its cost, for all repairs and maintenance whatsoever on the Premises and shall maintain all improvements thereon in a good, workmanlike manner and free from defects, whether such repair or maintenance be ordinary, extraordinary, structural or otherwise. Additionally, Tenant, without limiting the generality hereof, shall:
- 8.2.1.** Keep at all times, in a clean and orderly condition and appearance, the Premises, all improvements thereon and all of Tenant's fixtures, equipment and personal property which are located on any part of the Premises. Except for the restroom which Landlord shall maintain, Tenant shall be responsible for all janitorial services on the Premises;
- 8.2.2.** Be responsible for the maintenance and repair of all interior utility service lines placed on the Premises and used by Tenant or its assignees exclusively.

9. ADDITIONAL OBLIGATIONS OF TENANT.

- 9.1.** Tenant shall designate (to the Airport Director) at least one (1) person who shall be Tenant's Agent for purposes of operations coordination, notices and compliance with the terms of this Lease. Such person shall be authorized by Tenant to take all remedial action as is necessary and approved in writing by Tenant so long as such remedial measures are not of an emergency nature requiring immediate action. If such measures are of an emergency nature requiring immediate action, Landlord shall not be required to obtain Tenant's written consent. All notices shall be given in accord with Section 1 above and to Tenant's Agent as designated. Until further written notice Tenant's Agent is Dallas C. Gant.
- 9.2.** Tenant shall conduct its operations hereunder in an orderly and proper manner, considering the nature of such operation, so as not to unreasonably annoy, disturb, endanger or be offensive to others.
- 9.3.** Tenant shall take all reasonable measures:

- 9.3.1. Not to produce on the Airport any disturbance that interferes with the operation by the Town of Wickenburg or the F.A.A. of air navigational, communication or flight equipment on the Airport; and
 - 9.3.2. To reduce to a minimum vibrations tending to damage any equipment, structure or building.
 - 9.4. Tenant shall control the conduct and demeanor of its officers, agents, employees, and invitees as reasonable and practicable and, upon objection from Landlord concerning the conduct, or demeanor of any such person, Tenant shall immediately take all lawful steps necessary to remove the cause of the objection.
 - 9.5. Tenant shall comply with all written instructions of Landlord in disposing of its trash and refuse and shall use a system of refuse disposal approved by Landlord.
 - 9.6. Tenant shall not do, nor permit to be done, anything which may interfere with the effectiveness or accessibility of the drainage system, sewerage system, fire protection system, sprinkler system, alarm system and fire hydrants and hoses, if any, installed or located on the Premises.
 - 9.7. Tenant shall take measures to ensure reasonable security in accordance with generally accepted and reasonable security procedures.
 - 9.8. Tenant shall not do, nor permit to be done, any act or thing upon the Premises:
 - 9.8.1. Which may constitute a hazardous condition so as to unreasonably increase the risks attendant upon the operations permitted by this Lease; or
 - 9.8.2. Which will invalidate or conflict with any fire insurance policies or regulations, Uniform Fire Code, N.F.P.A. Standard No. 409 for operation of aircraft, and other provisions as applicable to the Premises or other contiguous premises at the Airport.
 - 9.9. Tenant shall provide prompt written notice to Landlord of any person or entity performing aircraft maintenance work, flight instruction, air taxi, charter or aircraft leasing of any sort on the Premises for commercial purposes without a valid permit or approval from Landlord.
 - 9.10. Tenant shall conduct its operations in such a manner as to keep the noise produced by aircraft engines and component parts thereof or any other noise to a minimum by the use of such methods or devices as are practicable, considering the extent and type of the operations of Tenant. In addition, all reasonable care, caution and precaution shall be used to minimize prop or jet blast interference on the Premises to aircraft operations, or to buildings, structures and roadways now located on, or which in the future may be located on, areas adjacent to the Airport.
- 10. COMPLIANCE WITH LAW.** Tenant shall not use the Premises or permit anything to be done in or about the Premises which will in any way conflict with any law, statute, ordinance or governmental rule or regulation now in force or which may hereafter be enacted or promulgated. Tenant shall, at its sole cost and expense, promptly comply with all laws, statutes, ordinances and governmental rules, regulations or requirements now in force or which may hereafter be in force, and with the requirements of any board of fire insurance underwriters or other similar bodies now or hereafter constituted which offer any opinions relating to, or affecting the condition, use or occupancy of the Premises, excluding structural changes not related to or affected by Tenant's improvements or acts. The judgment of any court of competent jurisdiction or the admission of Tenant in any action against Tenant, whether Landlord be a party thereto or not, that Tenant has violated any law, statute,

ordinance or governmental rule, regulation or requirement, shall be conclusive of that fact as between Landlord and Tenant.

11. ASSIGNMENT AND SUBLETTING.

Subject to Section 11.2. And to Tenant's right to sublease or sale, subject to approval of Landlord which approval shall not be unreasonably withheld, hangars to tenants for purposes of storing aircraft, Tenant shall not assign or sublease any of its interest under this Lease, nor permit any other person to occupy the Premises without the prior written consent of Landlord, such consent not to be unreasonably withheld. Landlord, may, as a condition of approval, require that any potential transferee submit biographical and financial information to Landlord at least thirty (30) days prior to any transfer of Tenant's interest. Upon completion of the construction of the Hangars and completion and acceptance by Landlord of all improvements, Tenant may assign his interests under this Lease subject to review and approval of such transfer by Landlord which approval shall not be unreasonably withheld.

11.1. Tenant may mortgage, encumber or assign any portion of its right, title and interest in the leasehold estate created by this Lease to lenders for purposes of financing the initial construction of the capital improvements required by this Lease. Any such mortgage, encumbrance or assignment shall be subject to all Tenants' obligations under this Lease. No person or entity shall have the right to place any mortgages, deeds of trust, liens or encumbrances of any nature on the Premises, nor shall any permitted assignment result in a subordination, in whole or in part, of Landlord's rights under this Lease.

11.2. Tenant may install signs on the Premises, subject to the Town of Wickenburg's sign ordinance and approval, in writing, by the Airport Director prior to installation.

12. INDEMNIFICATION. Landlord shall not be responsible or liable for any loss, theft, or damage to property or injury to or death of Tenant or any person on the Premises (or about the Premises due to activities on the Premises), except for Landlord and its agents and assigns, and except for loss, theft or damage to property or injury or death of Tenant or other person which results from Landlord's negligence, and Tenant agrees to indemnify, defend, and hold Landlord harmless therefrom.

12.1. Tenant agrees that Landlord shall not be liable or responsible for any loss, injury, death or damage to persons or property which at any time may be suffered or sustained by Tenant, customers, invitees or licensees using or coming onto the Premises unless such loss, injury, death or damage to persons or property is caused by Landlord's negligence. If both parties are negligent, fault will be apportioned accordingly. Tenant agrees to indemnify and hold Landlord harmless from any and all claims, liabilities, losses, damages, costs and expenses whatsoever, arising from the use of the Premises by Tenant's agents, employees, customers, invitees or licensees.

12.2. If any person not a party to this Lease shall institute an action against Tenant which is subject to this indemnity in which Landlord involuntarily and without cause shall be made a party defendant, except for an action caused by Landlord's acts or failure to act when it was legally obligated to do so. If both parties are negligent, fault will be apportioned accordingly. Tenant shall indemnify and defend Landlord through legal counsel reasonably satisfactory to Landlord and shall save Landlord harmless from all liabilities by reason thereof, including reasonable attorneys' fees and all costs incurred by Landlord in such action.

- 12.3. Landlord shall give Tenant prompt notice of any claim made or suit instituted which may subject Tenant to liability under this Section and Tenant shall have the right to compromise and defend the same to the extent of its own interest. Landlord shall have the right, but not the duty, to participate in the defense of any claim or litigation with attorneys of Landlord's selection without relieving Tenant of any obligations hereunder. Tenant's obligations hereunder shall survive any termination of this Lease or Tenant's activities at the Airport.
- 12.4. Notwithstanding anything to the contrary set forth herein, Tenant shall owe Landlord no duty for indemnification for any loss, injury, death or damage that occurs outside the Premises.

13. WAIVER OF SUBROGATION.

- 13.1. The parties release each other, and their respective authorized representatives, from any claims for damage to any person or to the Premises and its improvements, and to the fixtures and personal property that are caused by or result from risks insured against under any insurance policies carried by the parties and in force at the time of any such damage.
- 13.2. Each party shall cause each insurance policy obtained by it to provide that the insurance company waives all right of recovery by way of subrogation against either party in connection with any damage covered by any policy. Neither party shall be liable to the other for any damage caused by fire or any of the risks insured against under any insurance policy required by this Lease. If any insurance policy cannot be obtained with a waiver of subrogation, or is obtainable only by the payment of an additional premium charge above that charged by insurance companies issuing policies without waiver of subrogation, the party undertaking to obtain the insurance shall notify the other party of this fact. The other party shall have a period of ten (10) days after receiving the notice either to place the insurance with a company that is reasonably satisfactory to the other party and that will carry the insurance with a waiver of subrogation, or to agree to pay the additional cost. If the insurance cannot be obtained or the party in whose favor a waiver of subrogation is desired refuses to pay the additional premium charged, the other party is relieved of the obligation to obtain a waiver of subrogation rights with respect to that particular insurance involved.

14. LIABILITY INSURANCE.

- 14.1. During the entire term hereof, Tenant shall keep in full force and effect a policy of general public liability and property damage insurance with respect to the premises and the businesses conducted by Tenant, in which the limits of public liability shall not be less than \$1,000,000 per person and \$2,000,000 per occurrence, and in which the property damage liability shall not be less than \$2,000,000 per occurrence. Coverage must include broad form contractual, broad form property damage and personal injury, premises operations, independent contractors and subcontractors and fire damage. The policy shall name Landlord as an additional insured, and shall contain a clause that the insurance company will not cancel or materially change the insurance without giving Landlord thirty (30) days prior written notice. The insurance shall be in an insurance company authorized to do business in the State of Arizona and a copy of the policy or certificate of insurance shall be delivered to Landlord.

- 14.2. Fire and extended casualty coverage for all improvements and fixtures on the Premises, in an amount not less than the full replacement value thereof, to the extent such coverage is available to Tenant.
- 14.3. Worker's compensation and employer's liability coverage in the amounts required by law, if necessary
- 14.4. Landlord may increase such insurance limits if the standard insurance limits for Landlord increase during the term of this Lease. Such increases shall be determined when the rent is increased pursuant to Section 5.2 of this Lease.

15. SERVICES AND UTILITIES. Provision of utilities to the Premises shall be in accordance with Paragraph 6.3. All costs for utilities are to be paid, before delinquent, by Tenant or its assignees.

16. PROPERTY TAXES. Tenant shall pay, or cause to be paid, before delinquency, any and all taxes levied or assessed and which become payable during the term hereof upon all Tenant's leasehold improvements, equipment, furniture, fixtures and personal property located in the Premises. In the event any or all of Tenant's leasehold improvements, equipment, furniture, fixtures and personal property shall be assessed and taxed with the Premises, Tenant shall pay to Landlord its share of such taxes within ten (10) days after delivery to Tenant by Landlord of a statement in writing setting forth the amount of such taxes applicable to Tenant's property.

17. HOLDING OVER. If Tenant remains in possession of the Premises or any part thereof after the expiration of the term hereof, with the express written consent of Landlord, such occupancy shall be a tenancy from month to month at a rental in the amount of the last monthly rental, plus all other charges payable hereunder, and upon all the terms hereof applicable to a month to month tenancy.

18. ENTRY BY LANDLORD.

- 18.1. Landlord reserves and shall at any reasonable time have the right to enter the Premises which shall not include any hanger, inspect the same, supply service to be provided by Landlord to Tenant hereunder, to submit said Premises to prospective purchasers or tenants and to post notices of non-responsibility.
- 18.2. Landlord shall not be required to repair any injury or damage by fire or other cause, or to make any repairs of the Premises, of improvements and property of Tenant. Tenant shall not be entitled to any compensation or damages from Landlord for loss of the use of the whole or any part of the Premises, Tenant's personal property or any inconvenience or annoyance occasioned by such damage.

19. F.A.A. REQUIRED PROVISIONS.

- 19.1. Tenant shall, in the event facilities are constructed, maintained or otherwise operated on the Premises for a purpose for which a D.O.T. program or activity is extended or for another purpose involving the provision of similar services or benefits, maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations ("C.F.R."), D.O.T., Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs

of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and any amendments thereto.

- 19.2. Tenant agrees that: (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of or be otherwise subjected to discrimination in the use of the Premises; (2) in the construction of any improvements on, over or under the Premises and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of or otherwise be subject to discrimination; and (3) Tenant shall use the Premises in compliance with all other requirements imposed by or pursuant to Title 49, C.F.R., D.O.T., Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and any amendments thereto.
- 19.3. In the event of breach of any of the above nondiscrimination covenants, Landlord shall have the right to terminate this Lease and to reenter and repossess the Premises and hold the same as if this Lease had never been made or issued. This provision does not become effective until the procedures of 49 C.F.R. Part 21 are followed and completed including expiration of appeal rights. Landlord shall also give Tenant thirty (30) days' written notice and a reasonable opportunity to cure any alleged breach of any obligation set forth in this Section 19 before this Lease can be terminated or judicially enforced.
- 19.4. Tenant shall furnish its accommodations and/or services on a fair, equal and not unjustly discriminatory basis to all users thereof and it shall charge fair, reasonable and not unjustly discriminatory prices for each unit or device; provided that Tenant may be allowed to make reasonable and nondiscriminatory discounts, rebates or other similar types of price reductions to volume lessees.
- 19.5. Non-compliance with this Section 19 shall constitute a material breach and Landlord shall be entitled to the remedies set forth in Section 20 of this lease if Tenant fails to cure such breach in accordance with Sections 19.3 and 20.3.
- 19.6. Tenant shall insert the above five provisions in any lease by which Tenant grants a right or privilege to any person, firm or corporation to render accommodations and/or services to the public on the Premises.
- 19.7. Tenant shall undertake an affirmative action program as required by 14 C.F.R. Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin or sex be excluded from participating in any employment activities covered in 14 C.F.R. Part 152, Subpart E. Lessee agrees that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this Subsection. Tenant shall require its covered suborganizations to provide assurances to Tenant that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 14 C.F.R. 152, Subpart E, to the same effect.
- 19.8. Landlord reserves the right to further develop or improve the Airport as it sees fit, regardless of the desires or view of Tenant, and without interference or hindrance. Landlord shall develop or improve the Airport taking into account and without impairing Tenant's rights and those of Tenant's hanger lessees and the goals and purposes of this Lease.

- 19.9. This Lease shall be subordinate to the provisions and requirements of any existing or future agreement between the Town of Wickenburg and the United States relative to the development, operation or maintenance of the Airport. In the event any future agreement between the Town of Wickenburg and the United States results in a substantial impairment to Tenant's rights hereunder, Tenant shall have the option to terminate this lease.
- 19.10. There is hereby reserved to Town, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Premises. This public right of flight shall include the right to cause in said airspace any noise inherent in the operation of any aircraft used for navigation of flight through said airspace or landing at, taking off from or operation on the Airport.
- 19.11. Tenant shall comply with the notification and review requirements covered in Federal Aviation Regulations ("F.A.R.") Part 77 in the event future construction of a building is planned for the Premises, or in the event of any planned modification or alteration of any present or future building or structure situated on the Premises.
- 19.12. Tenant shall not erect nor permit the erection of any structure or object, nor permit the growth of any tree on the Premises that exceeds the mean sea level elevations contained in F.A.R. Part 77 or amendments thereto, or interferes with the runway and/or taxiway "line of sight" of the control tower. If these covenants are breached, Landlord reserves the right to enter upon the Premises and to remove the offending structure or object and cut the offending tree, all of which shall be at the expense of Tenant.
- 19.13. Tenant shall not make use of the Premises in any manner, which might interfere with the landing and taking off of aircraft from the Airport or otherwise constitute a hazard. If this covenant is breached, Landlord reserves the right to enter upon the Premises and cause the abatement of such interference at the expense of Tenant.
- 19.14. Nothing in this Lease shall be construed to grant or authorize the granting of any exclusive right within the meaning of Section 308a of the Federal Aviation Act of 1985 (49 U.S.C. 1349a).
- 19.15. If the F.A.A. or any other federal, state or local authority requires the relocation of the Wickenburg Municipal Airport from its present location or if the Town of Wickenburg desires to relocate the Wickenburg Municipal Airport, Tenant shall have the following remedies:
- 19.15.1. Reimbursement of all costs, fees and expenses reasonably incurred by Tenant in moving the improvements to the new location of the Wickenburg Municipal Airport; or
- 19.15.2. At Tenant's sole option, buy-out of Tenant's interest in this Lease by the payment of then fair-market value of the Lease considering all existing subleases; or
- 19.15.3. This Lease shall terminate.
20. **DEFAULT.** The breach of any of the above-mentioned provisions or the occurrence of any one or more of the following events shall constitute a default and breach of this Lease by Tenant.
- 20.1. The vacating or abandonment of the Premises by Tenant.

- 20.2.** The failure by Tenant to make any payment of rent or any other payment required to be made by Tenant hereunder, as and when due, where such failure shall continue for a period of ten (10), business days after written notice thereof by Landlord to Tenant.
- 20.3.** The failure by Tenant to observe or perform any of the covenants, conditions or provisions of this Lease to be observed or performed by Tenant, other than described in Paragraph 20.2., above where such failure shall continue for a period of thirty (30) days after written notice thereof by Landlord to Tenant; provided, however, that if the nature of Tenant's default is such that more than thirty (30) days are reasonably required for its cure, then Tenant shall not be deemed to be in default if Tenant commences such cure within said thirty (30) day period or for the time periods required by notice in other sections of this Lease and thereafter diligently prosecutes such cure to completion.
- 20.4.** The making by Tenant of any general assignment or general arrangement for the benefit of creditors not previously approved by Landlord; or the filing by or against Tenant of a petition to have Tenant adjudged bankrupt, or a petition for reorganization or arrangement under any law relating to bankruptcy unless, in the case of a petition filed against Tenant, the same is dismissed within sixty (60) days; or the appointment of a trustee or a receiver to take possession of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease, where possession is not restored to Tenant within thirty (30) days; or the attachment, execution or other judicial seizure of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease, where such seizure is not discharged in thirty (30) days.

21. LANDLORD'S REMEDIES IN DEFAULT.

- 21.1.** In the event of any such material default or breach by Tenant, which is not cured by Tenant Landlord shall give Tenant notice of intention to cancel this Lease at the expiration of ten (10) business days from the date of service of said notice. At the expiration of said ten (10) days, if Tenant has not cured the default or breach, the term of this Lease shall expire. Said notice shall contain a statement of the facts constituting the default or breach by Tenant. Upon the expiration of the ten (10) days, Landlord may:
- 21.1.1.** Terminate Tenant's right to possession of the Premises by any lawful means, in which case this Lease shall terminate and Tenant shall immediately surrender possession of the Premises to Landlord. Landlord's remedy for Tenant's material default under this Lease shall be limited to termination of the Lease, the cost of recovering possession of the Premises, and reasonable attorney's fees.
- 21.2** It is hereby understood and mutually agreed by and between Tenant and Landlord that the date of beginning, rate of progress and the time for completion of the Airport Hangars to be done hereunder are essential conditions of this lease; and it is further mutually understood and agreed that the work embraced in this Lease shall be complete on or before the dates set forth in Section 6.2 of this Lease. Tenant agrees that said work shall be prosecuted regularly, diligently and uninterruptedly at such rate of time specified. It is expressly understood and agreed, by and between Tenant and Landlord that the time for completion of the work shall be in the time as identified in this Lease. If Tenant fails to perform such work on or before the dates set forth in Section 6.2, Landlord has the right to terminate this Lease and assume ownership of all improvements installed by Tenant or to seek damages from Tenant in the amount of

TWO HUNDRED THIRTY-FOUR DOLLARS (\$234) per month for each month said improvements remain uncompleted.

22. TENANT'S REMEDIES AND DEFAULT.

- 22.1.** Landlord shall be in default of this Lease if it fails or refuses to perform any provision of this Lease that it is obligated to perform if the default cannot reasonably be cured within thirty (30) days after notice of the default has been given by Tenant to Landlord. If the default cannot reasonably be cured within thirty (30) days, Landlord shall not be in default of this Lease if Landlord commences to cure the default within the 30-day period and diligently and in good faith prosecutes such cure to completion.
- 22.2.** Tenant, at any time after Landlord defaults, can cure the default at Landlord's cost. If Tenant at any time, by reason of Landlord's default, pays any sum or does any act that requires the payment of any sum, the sum paid by Tenant shall be due immediately from Landlord to Tenant at the time the sum is paid, and if paid at a later date, shall bear interest at the rate of eighteen percent (18%) per annum from the date the sum is paid by Tenant until Tenant is reimbursed by Landlord. If Landlord fails to reimburse Tenant as required by this Paragraph, Tenant shall have the right to withhold from future rent due the sum Tenant has paid until Tenant is reimbursed in full for the sum and interest on it.

- 23. OFFSET STATEMENT.** Tenant shall at any time and from time to time upon not less than ten (10) days prior written notice from Landlord execute, acknowledge and deliver to Landlord a statement in writing, (a) certifying that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease as so modified, is in full force and effect), and the date to which the rental and other charges are paid in advance, if any, and (b) acknowledging that there are not, to Tenant's knowledge, any uncured defaults on the part of Landlord hereunder, or specifying such defaults if any are claimed.

24. TERMINATION RIGHTS.

- 24.1.** If Tenant is unable to obtain all applicable building permits or obtain additional information and conduct such studies, tests and surveys concerning the proposed improvements with results satisfactory to Tenant then, within one hundred fifty (150) days after executing this Lease, Tenant may terminate this Lease and all obligations hereunder shall terminate and be null and void effective as of the date this Lease is signed. All rent, which may have been paid, shall be returned to Tenant.
- 24.2.** Notwithstanding anything stated herein to the contrary including without limitation Paragraphs 6.5, 7.3 and 10 above, if any governmental entity or authority adopts any law, regulation or directive that requires Tenant under the provisions of this Lease to make modifications to the Premises the cost of which would be substantial and prohibitive, Landlord and Tenant agree that at Tenant's option, the rent under this Lease will be abated until Tenant has recouped a sum equal to the amount of the cost actually incurred or the Lease may be terminated.

25. GENERAL PROVISIONS.

- 25.1.** Plats and Riders. Clauses, plats and riders, if any, signed by Landlord and Tenant and endorsed on or affixed to this Lease are a part hereof.

25.2. Waiver. The waiver by Landlord of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition on any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of rent hereunder by Landlord shall not be deemed to be a waiver of any preceding breach by Tenant of any term, covenant or condition of this Lease, other than the failure of Tenant to pay the particular rental so accepted, regardless of Landlord's knowledge of such preceding breach at the time of the acceptance of such rent.

25.3. Notices. All notices and demands that may or are to be required or permitted to be fixed by either party to the other hereunder shall be in writing. All notices and demands by Landlord to Tenant shall be sent by United States mail, postage prepaid, addressed to Tenant at the below-mentioned address, or to such other place as Tenant may from time to time designate in a notice to Landlord. All notices and demands by Tenant to Landlord shall be sent by United States mail, postage prepaid, addressed to Landlord at the below-mentioned address, or to such other person or place as Landlord may from time to time designate in a notice to Tenant. :

TENANT:

Dallas C. Gant
1551 South Vulture Mine Road
Wickenburg, Arizona 85390

LANDLORD:

Mr. Fred Carpenter or
Current Town Manager
155 N. Tegner, Suite A
Wickenburg, Arizona 85390

With copy by United States Mail to:

Craig L. Keller, Esq.
Keller & Hickey, P.C.
4450 S. Rural Rd., Suite C-222
Tempe, AZ 85282-7020

Susan D. Goodwin, Esq.
Kelly Y. Schwab, Esq.
Martinez & Curtis
2712 N. Seventh Street
Phoenix, Arizona 85006

25.4. Marginal Headings. The marginal headings and Article titles to the Articles of this Lease are not a part of this Lease and shall have no effect upon the construction or interpretation of any part hereof.

25.5. Time. Time is of the essence of this Lease and each and all of its provisions in which performance is a factor.

25.6. Successors and Assigns. The covenants and conditions herein contained, subject to the provisions as to assignment, apply to and bind the heirs, successors, executors, administrators and assigns of the parties hereto.

25.7. Recordation. Neither Landlord nor Tenant shall record this Lease or a short form memorandum hereof without the prior written consent of the other party.

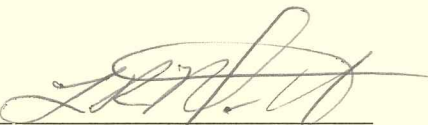
25.8. Prior Agreements. This Lease contains all of the agreements of the parties hereto with respect to any matter covered or mentioned in this Lease, and no prior agreement or understanding pertaining to any such matters shall be effective for any purpose. No provision of this Lease may be amended or added to except by an agreement in writing signed by the parties hereto or their respective successors in interest. This Lease shall not be effective or binding on any party until fully executed by both parties hereto.

- 25.9. Inability to Perform.** This Lease and the obligations of Landlord and Tenant hereunder shall not be affected or impaired because Landlord or Tenant is unable to fulfill any of its obligations hereunder or is delayed in doing so, if such inability or delay is caused by reason of strike, labor troubles, acts of God or any other cause beyond the reasonable control of Landlord or Tenant.
- 25.10. Attorneys' Fees.** In the event of any action or proceeding brought by either party against the other under this Lease, the prevailing party shall be entitled to recover all costs and expenses including the fees of its attorneys in such action or proceeding in such amount as the court may adjudge reasonable as attorneys' fees.
- 25.11. Sale of Premises by Landlord.** In the event of any sale of the Premises, Landlord shall be and is hereby entirely freed and relieved of all liability under any and all of its covenants and obligations contained in or derived from this Lease arising out of any act, occurrence or omission occurring after the consummation of such sale; and the purchaser, at such sale or any subsequent sale of the Premises shall be deemed, without any further agreement between the parties or their successors in interest or between the parties and any such purchaser, to have assumed and agreed to carry out any and all of the covenants and obligations of Landlord under this Lease.
- 25.12. Subordination, Attornment.** Upon request of Landlord, Tenant will in writing subordinate its rights hereunder to the lien of any first mortgage, or first deed of trust to any bank, insurance company or other lending institution, now or hereafter in force against the land and Building of which the Premises is a part, and upon any buildings hereafter placed upon the land of which the Premises are a part, and to all advances made or hereafter to be made upon the security thereof. In the event any proceedings are brought for foreclosure, or in the event of the exercise of the power of sale under any mortgage or deed of trust made by Landlord covering the Premises, Tenant shall attorn to the purchaser upon any such foreclosure or sale and recognize such purchaser as Landlord under this Lease.
- 25.13.** The provisions of this Article to the contrary notwithstanding, and so long as Tenant is not in default hereunder, this Lease shall remain in full force and effect for the full term hereof.
- 25.14. Severability.** Any provision of this Lease which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof and such other provision shall remain in full force and effect.
- 25.15. Cumulative Remedies.** No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.
- 25.16. Choice of Law.** The laws of the State of Arizona shall govern this Lease.
- 25.17. Future Cooperation.** Landlord and Tenant shall execute such other documents and take such other actions as are reasonably necessary to accomplish the purposes of this Lease.

The parties hereto have executed this Lease at the place and on the dates specified immediately adjacent to their respective signatures.

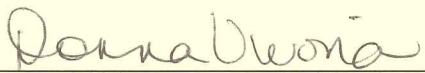
TOWN OF WICKENBURG, Landlord

Dallas C. Gant, Tenant

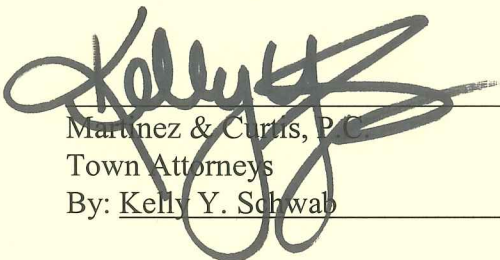
By 
Lon McDermott, Mayor

By 

ATTEST:


Donna Vivona, Town Clerk

APPROVED AS TO FORM:


Martinez & Curtis, P.C.
Town Attorneys
By: Kelly Y. Schwab

BUILDING LEGAL
BUILDING #5 WEST

A LEGAL DESCRIPTION FOR A BUILDING LOCATED IN THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 7 NORTH, RANGE 5 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 4, TOWNSHIP 7 NORTH, RANGE 5 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, A FOUND BLM BRASS CAP;

THENCE SOUTH 89°51'32" EAST ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 4, A DISTANCE OF 301.82 FEET TO A POINT ON THE SOUTHEAST PROPERTY LINE OF THE WICKENBURG AIRPORT;

THENCE SOUTH 60°23'44" WEST ALONG THE ALIGNMENT OF SAID SOUTHEAST PROPERTY LINE, A DISTANCE OF 4250.32;

THENCE NORTH 29°36'16" WEST, A DISTANCE OF 453.80 FEET TO THE TRUE POINT OF BEGINNING;

THENCE NORTH 29°34'48" WEST, A DISTANCE OF 231.00 FEET;

THENCE NORTH 60°25'12" EAST, A DISTANCE OF 51.00 FEET;

THENCE SOUTH 29°34'48" EAST, A DISTANCE OF 231.00 FEET;

THENCE SOUTH 60°25'12" WEST, A DISTANCE OF 51.00 FEET TO THE TRUE POINT OF BEGINNING.

BUILDING AREA IS 11781.000 SQUARE FEET OR 0.270 ACRES.



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- (C) = CALC'D FROM FND. MONUMENTS
- (M) = MEASURED CALL
- ⊙ = FOUND BRASS CAP AS NOTED
- = FOUND MONUMENT AS NOTED
- = FOUND 1/2" BAR & TABOR CAP

WICKENBURG AIRPORT BNDRY.

BLM BC
SW COR SEC4

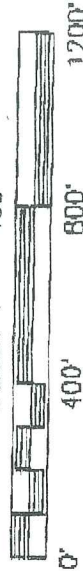
301.82'(M)

2641.14'(M)

N 89°51'32" W(M)

BLM BC
S1/4 SEC4

SCALE: 1" = 400'



BUILDING #5 WEST WICKENBURG AIRPORT LEGAL SKETCH



GILBERTSON ASSO.
16974 N. 77th ST.
SCOTTSDALE AZ 85280

BUILDING #5 WEST
11781.000 SQ. FT.
OR 0.270 ACRES

TPOB BLDG #5 WEST
N 29°36'18" W
453.80'

LINE	BEARING	DISTANCE
L1	N 29°34'48" W	231.00
L2	N 60°25'12" E	51.00
L3	S 29°34'48" E	231.00
L4	S 60°25'12" W	51.00

BUILDING LEGAL
BUILDING #6 EAST

A LEGAL DESCRIPTION FOR A BUILDING LOCATED IN THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 7 NORTH, RANGE 5 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 4, TOWNSHIP 7 NORTH, RANGE 5 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, A FOUND BLM BRASS CAP; THENCE SOUTH $89^{\circ}51'32''$ EAST ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 4, A DISTANCE OF 301.82 FEET TO A POINT ON THE SOUTHEAST PROPERTY LINE OF THE WICKENBURG AIRPORT;

THENCE SOUTH $60^{\circ}23'44''$ WEST ALONG THE ALIGNMENT OF SAID SOUTHEAST PROPERTY LINE, A DISTANCE OF 4134.32;

THENCE NORTH $29^{\circ}36'16''$ WEST, A DISTANCE OF 453.75 FEET TO THE TRUE POINT OF BEGINNING;

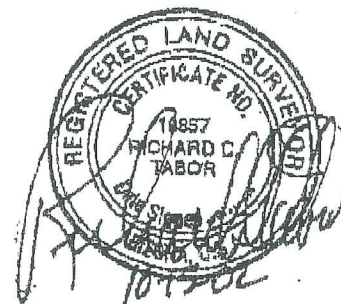
THENCE NORTH $29^{\circ}34'48''$ WEST, A DISTANCE OF 231.00 FEET;

THENCE NORTH $60^{\circ}25'12''$ EAST, A DISTANCE OF 51.00 FEET;

THENCE SOUTH $29^{\circ}34'48''$ EAST, A DISTANCE OF 231.00 FEET;

THENCE SOUTH $60^{\circ}25'12''$ WEST, A DISTANCE OF 51.00 FEET TO THE TRUE POINT OF BEGINNING.

BUILDING AREA IS 11781.000 SQUARE FEET OR 0.270 ACRES.



K/d/g/113/07/bldgheast.doc 10-15-02

- (C) = CALC'D FROM FND. MONUMENTS
 (M) = MEASURED CALL
 ⊙ = FOUND BRASS CAP AS NOTED
 ● = FOUND MONUMENT AS NOTED
 ○ = FOUND 1/2" BAR & TABOR CAP

WICKENBURG AIRPORT BNDRY.

BLM BC
 SW COR SEC 4 301.82'(M)
 N 89°51'32" W(M)
 2641.14'(M)
 BLM BC
 S1/4 SEC 4

BUILDING #6 EAST
 11781.000 SQ. FT.
 OR 0.270 ACRES

TPOB BLDG #6 EAST

L3
 L1
 L4
 453.75'
 N 29°34'48" W
 4134.32'

SCALE: 1" = 400'



BUILDING #6 EAST WICKENBURG AIRPORT LEGAL SKETCH



GILBERTSON ASSO.
 15874 N. 77th ST.
 SCOTTSDALE AZ. 85280

LINE	BEARING	DISTANCE
L1	N 29°34'48" W	237.00
L2	N 60°25'12" E	51.00
L3	S 29°34'48" E	231.00
L4	S 60°25'12" W	51.00