

Return Address:

Snohomish County Property Management
3000 Rockefeller, M/S 404
Everett, WA 98201

Document Title(s) or transactions contained therein):

Partial Termination of Lease (BOMARC Lot 1)

Lessor(s) (Last name first, then first name and initials)

Snohomish County

Additional names on page ____ of document.

Lessee(s) (Last name first, then first name and initials)

THE BOEING COMPANY

Additional names on page ____ of document.

Legal description (abbreviated: i.e. lot, block, plat or section, township, range, qtr./qtr.)

A portion of the Southwest Quarter of Section 14, Township 28 N, Range 4 East, W.M.

Additional legal is on Exhibit A of document

Reference Number(s) of Documents assigned or released:

9001030463, 9208100730, 950615020, and 200108075005

Additional numbers on page ____ of document.

Assessor's Property Tax Parcel/Account Number

28041400301000

Property Tax Parcel ID is not yet assigned

Additional parcel numbers on page ____ of document

The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information.

PARTIAL TERMINATION OF LEASE (BOMARC LOT 1)

Lessee: The Boeing Company
Lease No. : 07/19/1989
Effective Date: As provided in Section 8 below

This Partial Termination of Lease (BOMARC Lot 1) ("Partial Termination Agreement") is made by and between SNOHOMISH COUNTY (hereinafter "COUNTY"), a political subdivision of the state of Washington as Lessor, and THE BOEING COMPANY (hereinafter "BOEING") as Lessee.

RECITALS

A. The COUNTY and BOEING are parties to that certain land lease dated July 19, 1989 as assigned to BOEING by the First Partial Assignment recorded under Snohomish County Auditor's file number 9001030463 and Second Partial Assignment recorded under Snohomish County Auditor's file number 9208100730, as amended by Amendment No. 1, Amendment No. 2 and Amendment No. 3, and as clarified in a Correction and Consent Agreement dated January 15, 1993, and as later surrendered to COUNTY pursuant to an Agreement for Surrender of Lease with Lessor, Eugene Horbach d/b/a E&H Properties, recorded under Snohomish County Auditor's file number 9506150202 (collectively, the "Lease"), pursuant to which BOEING leases from the County two parcels of land, known as BOMARC Lot 1 (Snohomish County Parcel No. 28041400300800) and BOMARC Lot 2 (Snohomish County Parcel No. 28041400301001).

B. BOEING is currently negotiating the terms of an agreed order with the Washington State Department of Ecology ("DOE"), that will supersede Agreed Order No. DE 96HS-N274 dated January 29, 1997 ("1997 AO") with respect to BOMARC Lot 1 and pursuant to which BOEING will be obligated to, among other things, perform certain remedial actions at BOMARC Lot 1 and work with the COUNTY to record an environmental covenant that will burden BOMARC Lot 1.

C. Notwithstanding its obligations under the Agreed Order that it is currently negotiating in relation to BOMARC Lot 1, BOEING desires to terminate its leasehold interest in, and certain obligations arising under the Lease that relate to, BOMARC Lot 1, thereby allowing the COUNTY to enter into a new lease agreement with other potential tenants for BOMARC Lot 1.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

TERMS AND CONDITIONS

1. **Incorporation of Recitals.** The foregoing recitals are incorporated into this Partial Termination Agreement.

2. **Termination of Interest.** Subject to the terms and conditions of this Partial Termination Agreement, BOEING's leasehold interest in BOMARC Lot 1 (Snohomish County Parcel No. 28041400300800), shall terminate effective _____.

3. **Termination of Lease Obligations.** Except as specifically addressed by Section 4, below, the COUNTY's and BOEING's rights, responsibilities, and obligations arising under the Lease in relation to BOMARC Lot 1 shall terminate effective _____.

4. **Survival of Certain Lease Obligations.** Except as set forth in this Section 4, BOEING's liabilities and obligations in relation to BOMARC Lot 1 that arise under Section 10 (Hazardous Waste, Substances, and Pollutants and Contaminants), Section 11 (Environmental Issues), and Section 15 (Hold Harmless) of the Lease shall survive this Partial Termination Agreement. Furthermore, nothing in this Partial Termination Agreement shall be construed to release BOEING from any liability or obligations associated with any hazardous substances, wastes, pollutants and/or contaminants released at, to, or beneath BOMARC Lot 1 during the Lease, which shall survive this Partial Termination Agreement. The COUNTY does, however, agree to waive (and by executing this Partial Termination Agreement, does waive) the requirement, as set forth in Section 10 of the Lease, that would otherwise require BOEING to remove any hazardous waste, substance, pollutant or contaminant released to BOMARC Lot 1 during the term of the Lease before the cancellation or termination of the Lease.

5. **Other Terms and Conditions.** Except as specifically modified by this Partial Termination Agreement, the Lease shall remain in full force and effect.

6. **Agreed Order.** BOEING shall comply with the terms and conditions of the 1997 AO, including any amendments thereto, and any successor agreed order, including the agreed order currently being negotiated between DOE and Boeing relating to BOMARC Lot 1 (collectively referred to as the "Agreed Order"). Additionally, BOEING shall defend, indemnify, and hold the COUNTY harmless from any and all losses, liabilities, claims, or damages that arise from or relate in any way to BOEING's failure to comply with the terms and conditions of the Agreed Order subject to the following:

- a. For as long as the Cleanup Action Plan issued by DOE pursuant to the Agreed Order is in effect (the "CAP"), BOEING will not be required to remediate any hazardous substances on or, beneath BOMARC Lot 1 except as required by the CAP.
- b. If the CAP is amended after the Closing Date based on hazardous substances that were released on, beneath, or from BOMARC Lot 1 by BOEING or BOEING's tenants prior to the Closing Date, including any amendments or addendums related to any hazardous substances which may become classified in the future as hazardous substances under any state or federal environmental statute or regulation, then BOEING's obligation will be to investigate and remediate any and all hazardous substances that are addressed by the amended CAP.
- c. BOEING's obligations under the Agreed Order will not be subject to any schedule other than one agreed between BOEING and DOE pursuant to the Agreed Order or CAP, as either may be amended.
- d. BOEING shall coordinate all remedial activities regarding BOMARC Lot 1 with the COUNTY and all tenants of BOMARC Lot 1, and shall provide: (i) at least thirty (30) days advance written notice before performing any such remedial activities involving subsurface excavation, drilling, well installation, or active treatment (unless a shorter time is required by DOE, in which case BOEING will provide as much notice as is

allowed by DOE's requirement); or (ii) at least five (5) days advance written notice before performing any sampling or monitoring activities.

7. **Authority to Sign.** Each person executing this Partial Termination Agreement expressly represents and warrants that he or she is fully authorized to enter into this Partial Termination Agreement on behalf of his or her respective party for the purpose of binding that party to the terms and conditions of this Partial Termination Agreement.

8. **Effective Date.** This Partial Termination Agreement is effective as of the date last signed below.

Intentionally Left Blank

DATED: 6/16/2021
COUNTY: **SNOHOMISH COUNTY**

Exec
Rachel
Airport Director
STATE OF WASHINGTON)
) ss.
COUNTY OF SNOHOMISH)

On this day personally appeared before me
Lacey Harper
Art House

to me known to be the Exec
Airport Director
of the Snohomish County Airport

and the person who executed the within and foregoing instrument, and acknowledged that he signed the same as its free and voluntary act and deed, for the uses and purposes therein mentioned.

DATED: 6/16/2021
Maggie Reid
Notary Public in and for the State of WA
Residing at: EVERETT, WA

My appointment expires: 5/25/2021



Approved as to Form:

Deputy Prosecuting Attorney

DATED: 6/3/21
LESSEE: THE BOEING COMPANY

Nathan Lohan
Its: NATHAN LOHAN, AUTHORIZED SIGNATORY
STATE OF: MISSOURI)
) ss.
COUNTY OF: ST. LOUIS)

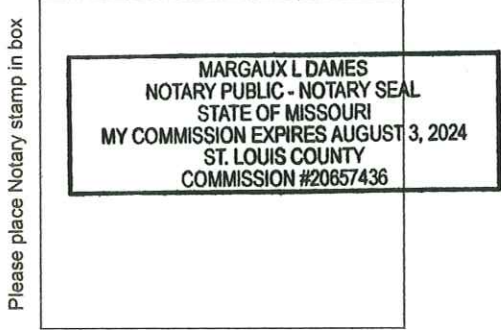
On this day personally appeared before me
NATHAN LOHAN

to me known to be the AUTHORIZED SIGNATORY
of the THE BOEING COMPANY

And the person who executed the within and foregoing instrument, and acknowledged that he signed the same as its free and voluntary act and deed, for the uses and purposes therein mentioned.

DATED: JUNE 3, 2021
Margaux L Dames
Notary Public in and for the State of MO
Residing at: ST. LOUIS COUNTY

My appointment expires: AUGUST 3, 2024



Approved:

Risk Management