



201810300505 20 PGS
10/30/2018 1:49pm \$118.00
SNOHOMISH COUNTY, WASHINGTON

Return Address:

**Snohomish County Property Mgmt.
3000 Rockefeller Avenue M/S 404
Everett, WA. 98201**

Please print of type information

Document Title(s) (or transactions contained therein)

1. Master Ground Lease between Snohomish County and the United States of America
- 2.
- 3.

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

1. Snohomish County
- 2.
- 3.

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

1. United States of America
- 2.
- 3.

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

**15-28-4
22-28-4 SW**

Reference Number(s) of Documents assigned or released:

Assessor's Property Tax Parcel/Account Number

28041500203000
28042200301900
28042200100100

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.

DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION
NORTHWEST MOUNTAIN REGION
1601 LIND AVENUE S.W.
RENTON, WASHINGTON 98055-4056

LEASE NO: DTF11-93-L-15068
FACILITY: Paine Field
LOCATION: Everett, Washington

MASTER GROUND LEASE

between

SNOHOMISH COUNTY

and

THE UNITED STATES OF AMERICA

WHEREAS, Snohomish County, hereinafter referred to as the Lessor, and the United States of America, hereinafter referred to as the Government, have in the past entered into land lease agreements providing for the construction and operation of Government-owned navigational aid systems on the Lessor's land at Paine Field, Everett, Washington; and

WHEREAS, the parties now wish to incorporate the current existing leases into one Master Ground Lease and provide a mechanism for adding or deleting leased parcels to and from the Master Lease as other navigational aid systems are required at the airport or existing navigational aid systems are decommissioned and removed.

NOW THEREFORE, the Lessor for itself and its successors and assigns, and the Government do hereby enter into a Master Ground Lease.

WITNESSETH: The parties hereto for the consideration hereinafter mentioned covenant and agree as follows:

1. TERMS AND PREMISES.

Beginning upon the date this lease is signed by the Government, and continuing until such time as the Government terminates this lease, the Lessor hereby leases to the Government the following described property, hereinafter referred to as the "Leased Premises" viz:

Certain parcels of land at Paine Field, Everett, Washington which are more particularly described in the "Exhibits" attached hereto and made a part hereof. In addition, the Government may, with prior review and consent by the Lessor, add other individual leased sites to this Master Lease. Individual leased sites may also be deleted from this Master Lease in the event that the navigational aid constructed on the site is decommissioned.

(a) Together with a right-of-way for ingress to and egress from the premises; a right-of-way for establishing and maintaining a pole line or pole lines for extending electrical power and/or telecommunication lines to the premises; and a right-of-way for subsurface power, communication and/or water lines to the premises; all rights-of-way to be over the said lands and adjoining lands of the Lessor, and unless herein described by metes and bounds, to be by routes reasonably determined to be the most convenient to the Government. The Lessor shall have the right to review and approve plans covering access and utility rights-of-way as permitted under this paragraph. Lessor's approval shall not be unreasonably withheld.

(b) And the right of grading, conditioning, and installing drainage facilities, and seeding the soil of the premises, and the removal of all obstructions from the premises which may constitute a hindrance to the establishment and maintenance of Government facilities. The Lessor shall have the right to review and approve plans covering work permitted under this paragraph. Lessor's approval shall not be unreasonably withheld.

(c) And the right to make alterations, attach fixtures, and erect additions, structures, or signs, in or upon the premises hereby leased, which alterations, fixtures, additions, structures or signs so placed in or upon, or attached to the said premises shall be and remain the property of the Government, and may be removed upon the date of expiration or termination of this lease, or within ninety (90) days thereafter, by or on behalf of the Government, or its grantees, or purchasers of said alterations, fixtures, additions, structures, or signs. The Lessor shall have the right to review and approve plans covering work permitted under this paragraph. Lessor's approval shall not be unreasonably withheld.

2. EXISTING INDIVIDUAL LEASES.

The following existing individual leases between the parties hereto are superceded by this Master Ground Lease and shall expire upon the date of execution of this document by the Government. The existing leased sites are incorporated into this Master Ground Lease under the exhibit number referenced below. Associated restrictive easements and unique conditions of use, if any, relating to each individual navigational aid system are also set forth under the referenced exhibit, or have been incorporated into the Master Lease.

<u>Lease No.</u>	<u>Navigational aid</u>	<u>GSA Nos.</u>	<u>Exhibit No.</u>
DTFA11-90-L-00170	PAPI for R/W 16R	53383	1 A + B
DOT-FA76NW-0785	RVR	53028	2 A + B
DTFA11-91-L-15261	LOC/GS Site	53025, 53024	3 A + B + C
DOT-FA77NW-0902	MALSR	53029	4 A + B
DTFA11-84-L-00012	ODALS R/W 34	53342	5 A + B
DOT-FA72WE-1994	ATCT	53023	6 A + B

3. FUTURE LEASED SITES.

New leased sites at Paine Field, as may be required in the future, will be added to this Master Ground Lease by exhibit, to be approved by both the Lessor and the Government.

4. PURPOSE.

It is understood and agreed that the use of the herein described premises shall be directly related to the Government's activities in support of the operation of Paine Field.

5. CONSIDERATION.

The Government shall pay the Lessor no monetary consideration in the form of rental, it being mutually agreed that the rights extended to the Government herein are in consideration of the obligations assumed by the Government in its establishment, operation, and maintenance of facilities upon the premises hereby leased.

6. TITLE TO IMPROVEMENTS.

Title to the improvements constructed for use by the Government during the term of this lease or any renewal thereof shall be in the name of the Government.

7. TERMINATION.

The Government may terminate this lease, in whole or in part, at any time by giving at least thirty (30) days notice in writing to the Lessor. Said notice shall be sent by certified or registered mail.

8. RESTORATION.

Upon termination of the Government's occupancy of the leased site(s), the Lessor and the Government shall enter into an agreement, under mutually acceptable terms, whereby the Government may abandon in place any or all structures and equipment owned by the Government. Such abandoned structures and equipment, at the option of the Lessor, shall become the property of the Lessor. Notice of abandonment and conveyance of title by the Government to the Lessor shall be in writing, 60 days prior to conveyance of title. In the event Lessor does not accept such conveyance of title, the Government shall remove such abandoned structures and equipment and return the leased premises to their original condition.

9. INTERFERENCE WITH GOVERNMENT OPERATIONS.

The Lessor agrees not to erect or allow to be erected any structure or obstruction of whatsoever kind or nature on the site or adjoining land within the airport boundaries that may interfere with the proper operation of the facilities installed by the Government under the terms of this Lease unless consent hereto shall first be secured from the Government in writing. Such consent shall not be unreasonably withheld by the Government.

10. FUNDING RESPONSIBILITY FOR GOVERNMENT FACILITIES.

The Lessor agrees that any relocation, replacement, or modification of any existing or future Government facilities covered by this Lease during its term or any renewal thereof made necessary by airport improvements or changes which in the Government's opinion interfere with the technical and/or operational characteristics of the Government facilities will be at the expense of the Lessor, except when such improvements or changes are made at the written request of the Government. In the event such relocations, replacements, or modifications are necessitated due to causes not attributable to either the Lessor or the Government, funding responsibility shall be determined by mutual agreement between the parties.

11. CLAUSES INCORPORATED BY REFERENCE.

This contract incorporates the following Federal Acquisition Regulation (48 CFR, Chapter 1) clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their text available.

52.203-1	OFFICIALS NOT TO BENEFIT.	(APR 1984)
52.203-3	GRATUITIES.	(APR 1984)
52.203-5	COVENANT AGAINST CONTINGENT FEES.	(APR 1984)
52.203-7	ANTI-KICKBACK PROCEDURES.	(OCT 1988)
52.223-1	DISPUTES.	(DEC 1991)

12. NOTICES.

All notices shall be in writing and sent by United States Certified or Registered mail, return receipt requested, and shall be addressed as follows (or to such other address as either party may designate from time to time by notice to the other):

TO LESSOR: Mr. Dave Waggoner
Airport Manager
Paine Field
Everett, Washington 98204

TO GOVERNMENT: Federal Aviation Administration
Northwest Mountain Region, ANM-56
1601 Lind Avenue S.W.
Renton, Washington 98055-4056
Tele: (206) 227-2056

General correspondence may be forwarded to the above address via first class mail.

13. HAZARDOUS MATERIALS CLAUSE

The Government agrees to remediate, at its sole cost, all hazardous substance contamination on the leased premises that is found to have occurred as a direct result of the installation, operation, and/or maintenance of the technical facilities. The Lessor agrees to remediate, at its sole cost, any and all other hazardous substance contamination found on the leased premises. The Lessor also agrees to save and hold the Government harmless for any and all costs, liabilities and/or claims by third parties that arise out of hazardous contamination found on the leased premises not directly attributable to the installation, operation and/or maintenance of the technical facilities.

14. PARKING.

The Lessor agrees to provide, without cost, adequate land adjacent to air navigation facilities for parking all official and privately owned vehicles used for maintenance and operation of the facilities.

The Lessor and Government hereby agree to the provisions of the lease as indicated by the signatures hereinbelow of their duly authorized representatives.

SNOHOMISH COUNTY

UNITED STATES OF AMERICA

By: Richard N. Smith

By: Mara Landers

Title: RICHARD N. SMITH
Executive Director

Title: Supervisory Realty Specialist

Date: 6-23-93
D-9

Date: 7/15/93

SIGNATURE CERTIFICATION

I, Marilyn B. Abel certify that I am the Executive Assistant
fn. County Executive
of SNOHOMISH COUNTY and that Richard N. Smith

Who signed said document on behalf of SNOHOMISH COUNTY

was then Executive Director of said SNOHOMISH COUNTY and

that said document was duly signed for and in behalf of said SNOHOMISH

County by authority of its governing body, and is within the scope of its

powers.

Done this 2nd day of July, 19 93.

By: Marilyn B. Abel

Title: Executive Assistant
to County Executive

EXHIBIT No. 1 A

Legal Description

PRECISION APPROACH PATH INDICATOR (PAPI FOR R/W 16R)

GSA # 53383

A plot of ground described as follows:

Commencing at the threshold of runway 16R on the runway centerline; then proceeding S 00°13'06" W, 1234.9 feet along the runway centerline; thence N 89°46'54" W, 140.0 feet to the TRUE POINT OF BEGINNING;

Thence S 00°13'06" W, 100.0 feet

Thence N 89°46'54" W, 150.0 feet

Thence N 00°13'06" E, 100.0 feet

Thence S 89°46'54" E, 150.0 feet

to the TRUE POINT OF BEGINNING.

Said plot of ground contains 0.3 acres more or less

Situated in Snohomish County, Washington

EXH. I B.



EXHIBIT NO. 1
1" = 200'

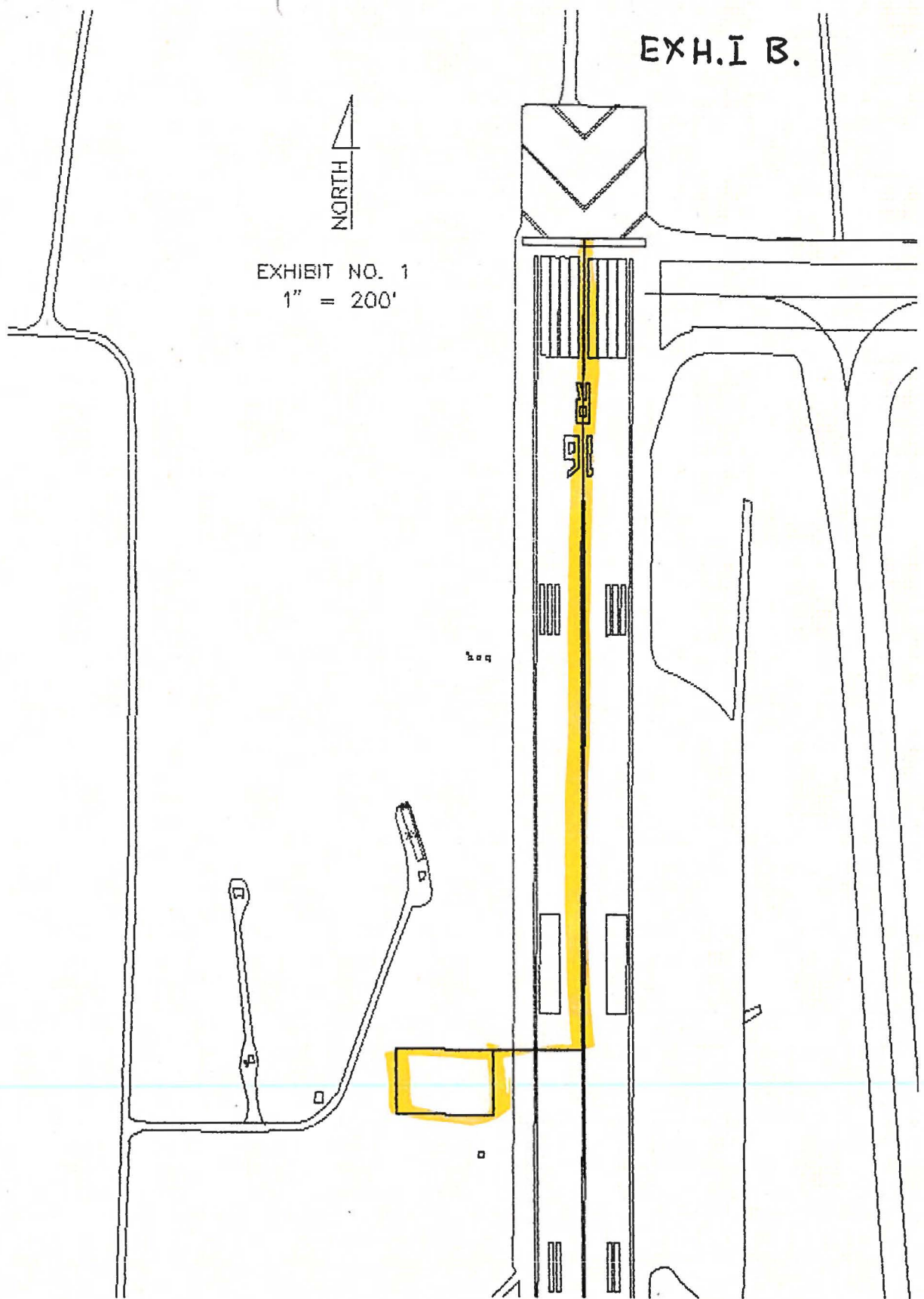


EXHIBIT No. 2 A

Legal Description

Runway Visual Range (RVR)

GSA # 53028

A plot of ground described as follows:

Commencing at the threshold of runway 16R on the runway centerline; then proceeding S 00°13'06" W, 1023.1 feet along the runway centerline; Thence N 89°46'54" W, 370.0 feet to the TRUE POINT OF BEGINNING;

Thence S 00°13'06" W, 240.0 feet

Thence N 89°46'54" W, 80.0 feet

Thence N 00°13'06" E, 280.0 feet

Thence S 89°46'54" E, 40.0 feet

Thence S 00°13'06" E, 40.0 feet

Thence S 89°46'54" E, 40.0 feet

to the TRUE POINT OF BEGINNING.

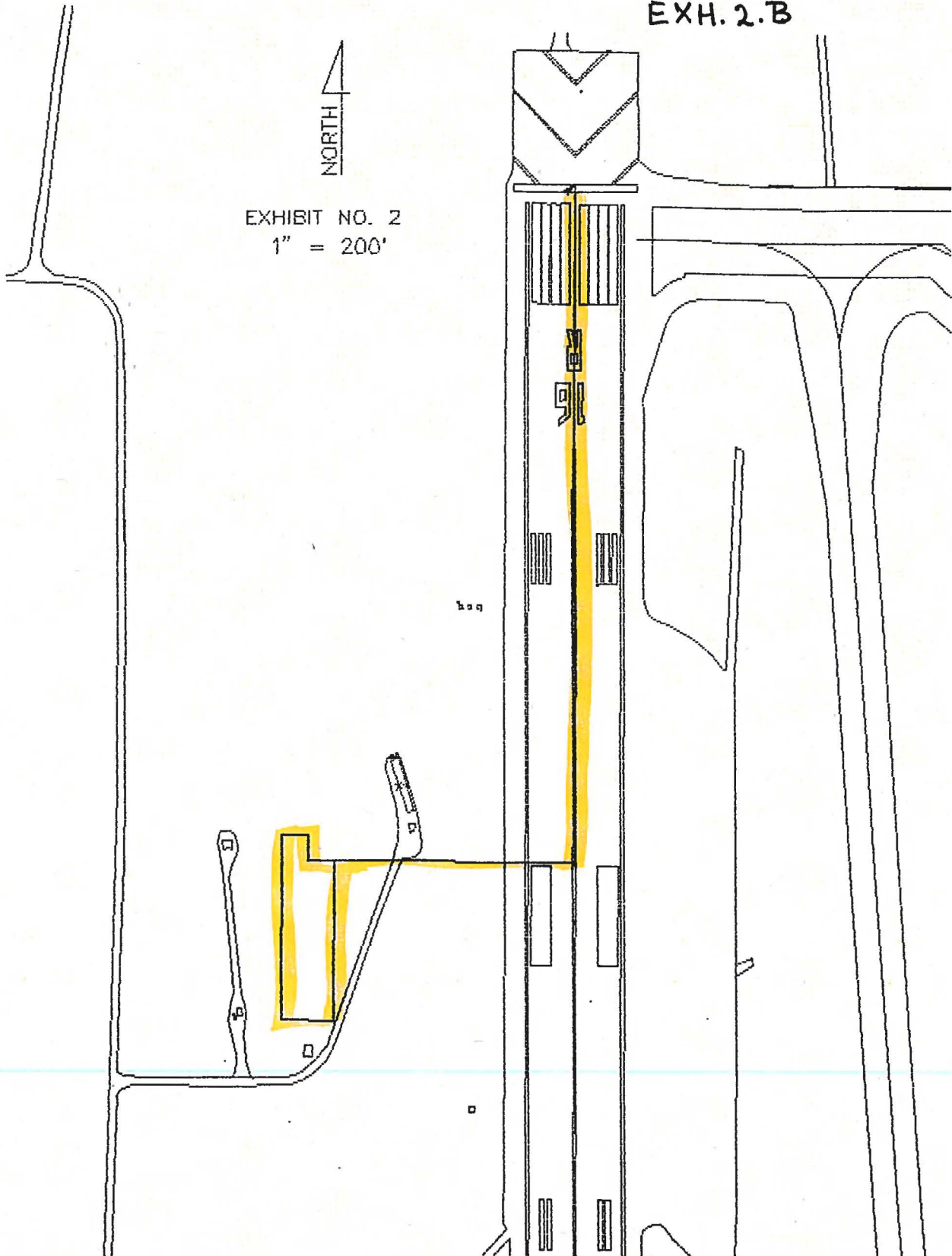
Said plot of ground contains 0.5 acres more or less

Situated in Snohomish County, Washington

EXH. 2.B

NORTH

EXHIBIT NO. 2
1" = 200'



E X H I B I T No. 3 A

Legal Description

Localizer/Glide Slope (LOC/GS)

GSA # 53025

and # 53024

PARCEL A: LOC SITE, GSA # 53025

A plot of ground described as follows:

Commencing at the threshold of runway 34L on the the runway centerline, then proceeding S 00°13'06" W 989.9 feet along the runway centerline extended to the TRUE POINT OF BEGINNING;

Thence S 89°46'54" E, 155.0 feet;

Thence S 00°13'06" W, 300.0 feet;

Thence N 89°46'54" W, 230.0 Feet;

Thence N 00°13'06" E, 300.0 feet;

Thence N 89°46'54" E, 75.0 feet

to the TRUE POINT OF BEGINNING. This parcel contains 1.55 acres, more or less.

Situated in Snohomish County, Washington

PARCEL B: GS SITE, GSA # 53024

A plot of ground described as follows:

Commencing at the threshold of runway 16R on the runway centerline; then proceeding S 00°13'06" W, 953.4 feet along the runway centerline, Thence N 89°46'54" W, 210.3 feet to the TRUE POINT OF BEGINNING;

Thence S 00°13'06" W, 70.0 feet

Thence S 89°46'54" W, 210.0 feet

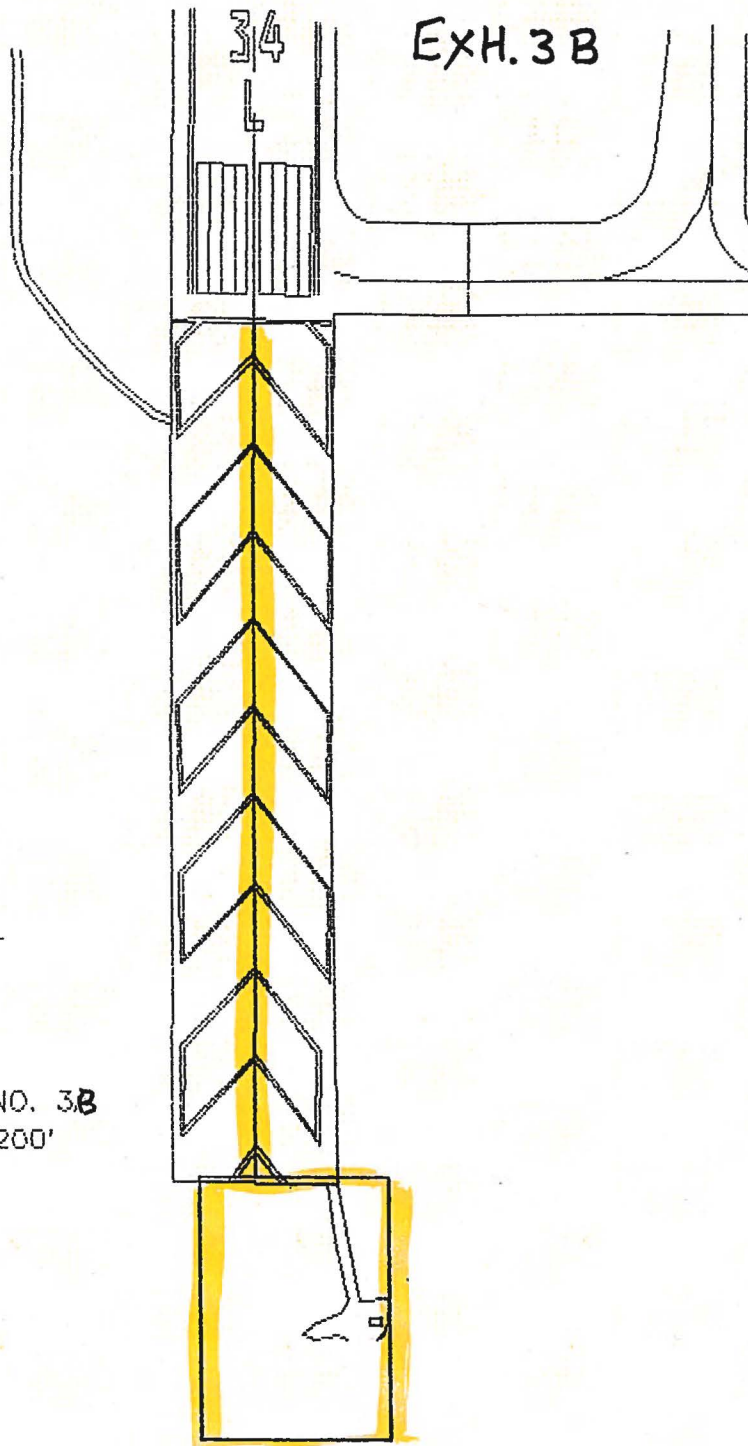
Thence N 00°13'06" E, 370.0 feet

Thence S 89°46'54" E, 210.0 feet

Thence S 00°13'06" W, 300.0 feet, to the TRUE POINT OF BEGINNING.

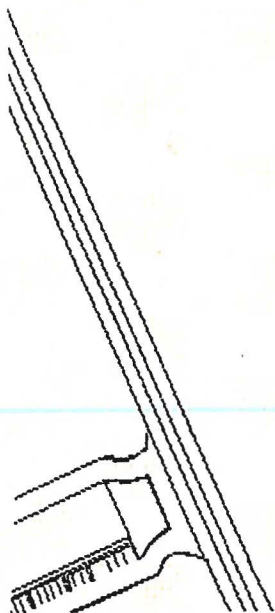
This parcel contains 1.70 acres more or less.

Situated in Snohomish County, Washington.



NORTH

EXHIBIT NO. 3B
1" = 200'



EXH 3C

NORTH

EXHIBIT NO. 3E
1" = 200'

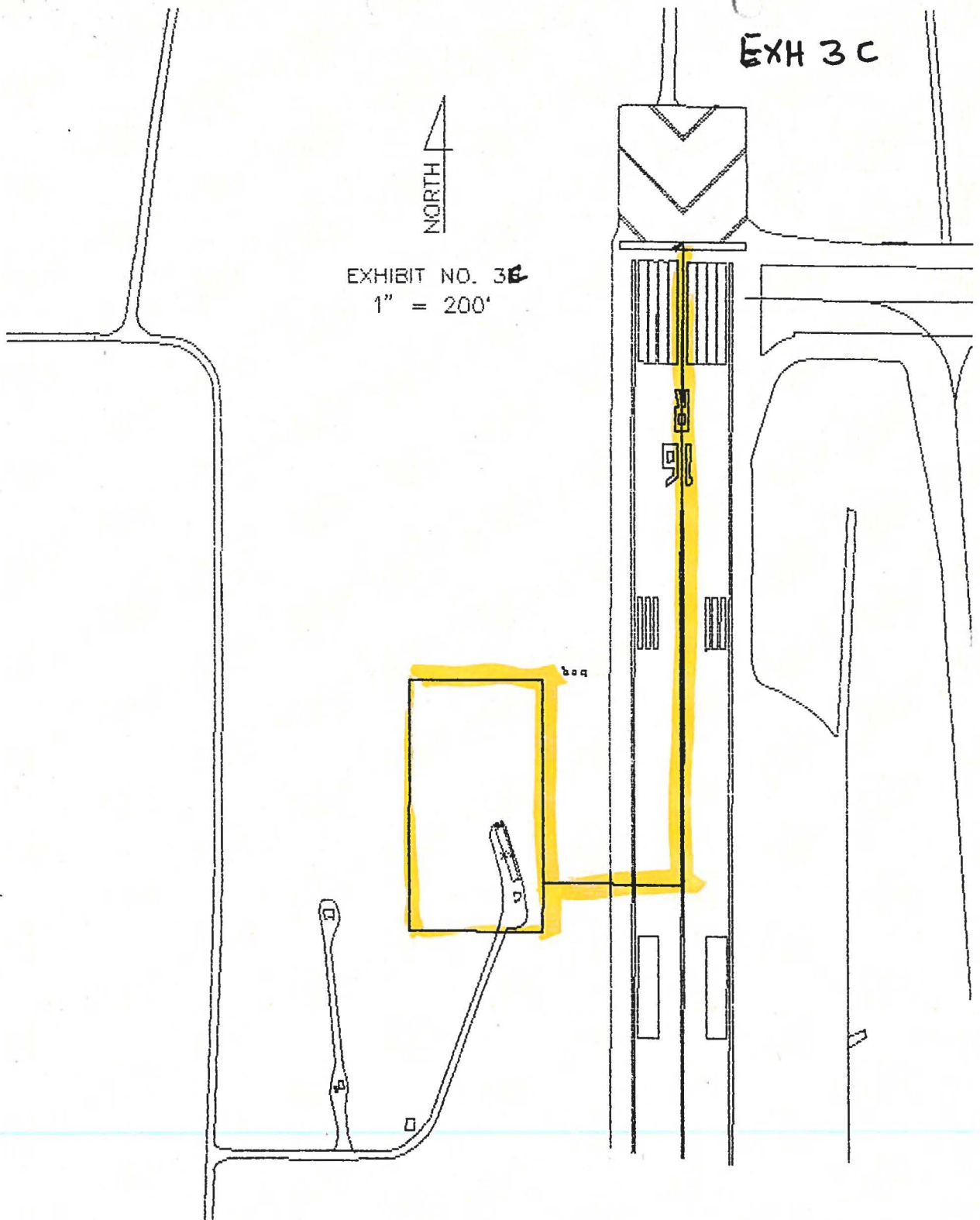


EXHIBIT NO. 4A

MEDIUM INTENSITY APPROACH LIGHT SYSTEM (MALSR)
GSA # 53029

A plot of ground described as follows:

A rectangular plot of ground beginning at the threshold of runway 16R and extending northward along the extended centerline, including 200 feet either side of said centerline, for 691 feet. Said plot of ground contains 6.3 acres more or less

Situate in Snohomish County, Washington

EXHIBIT 4B

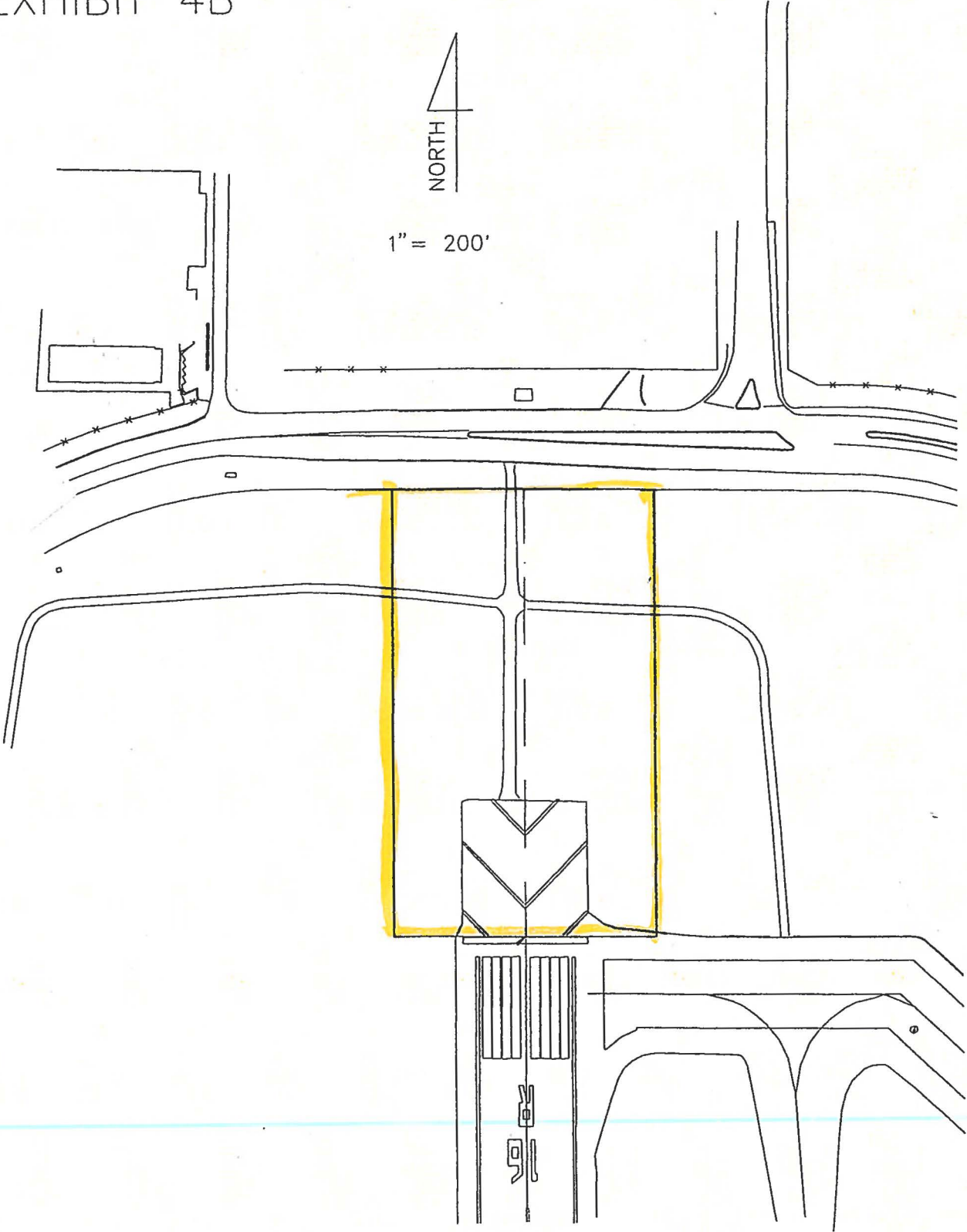


EXHIBIT No. 5 A

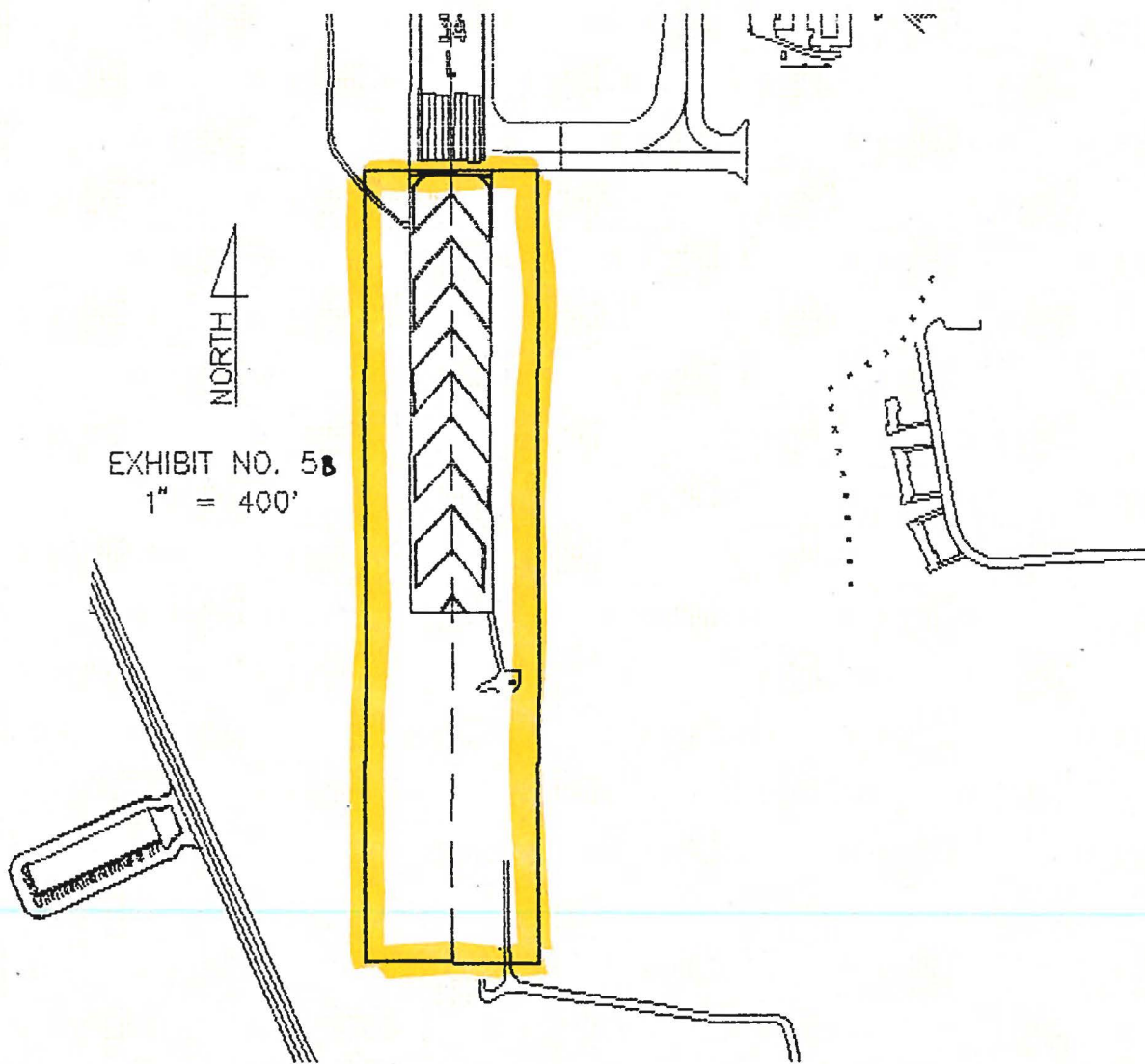
Legal Description

Omni Directional Approach Lights (ODALS)

GSA # 53342

A rectangular plot of ground beginning at the threshold of runway 34 and extending southward along the centerline, including 200 feet to either side of said centerline, for 1790 feet, enclosing an area of 16.44 acres, more or less. Otherwise as depicted upon attached diagram marked EXHIBIT 5 B.

EXH. 5 B.



E X H I B I T No. 6 A

Legal Description

Airport Traffic Control Tower (ATCT) and Parking

GSA # 53023

ATCT

A plot of ground described as follows:

Commencing at the northeast corner of Section 22, thence S 83°54'08"
W, 1734.7 feet to the TRUE POINT OF BEGINNING;

Thence N 43°50'05" W, 205.0 feet

Thence S 46°09'55" W, 50.0 feet

Thence S 43°50'05" E, 205.0 feet

Thence N 46°09'55" E, 50.0 feet

to the TRUE POINT OF BEGINNING.

Said plot of ground contains 0.2 acres more or less.

Situated in Snohomish County, Washington

PARKING REALIGNMENT

A plot of ground described as follows:

Commencing at the northeast corner of Section 22, thence S 83°54'08"
W, 1734.7 feet, thence N 43°50'05" W, 69.0 feet to the TRUE POINT OF
BEGINNING:

Thence N 43°50'05" W, 162.0 feet

Thence S 46°09'55" W, 50.0 feet

Thence S 43°50'05" E, 26.0 feet

Thence N 46°09'55" E, 15.0 feet

Thence S 43°50'05" E, 136.0 feet

Thence N 46°09'55" E, 35.0 feet

to the TRUE POINT OF BEGINNING.

Said plot of ground contains 0.2 acres more or less

Situated in Snohomish County, Washington

EXH. 6B

EXHIBIT NO. 6
1" = 100'

NORTH

