

Return Address:

Snohomish County Property Management
3000 Rockefeller, M/S 404
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Document Title(s) or transactions contained therein:

**Amendment No. 4 to Land Lease 07/19/1989
Bomarc Lot 2 (Building 45-80)**

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.)

Portion of the SW 1/4 of the NW 1/4 of Section 14, Township 28 N, Range 4 E.W.M

Additional legal is on Exhibit A of document

Reference Number(s) of Documents assigned or released:

8911090334, 8911130073

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.

Amendment No. 4 to Land Lease 07/19/1989, Bomarc Lot 2 (Building 45-80)

Lessee: The Boeing Company
Lease No. : 07/19/1989
Effective Date: DATE

This Amendment No. 4 to Lease ("Amendment") is entered into by SNOHOMISH COUNTY (hereinafter "COUNTY"), as Lessor, and THE BOEING COMPANY (hereinafter "BOEING"), as Lessee, parties to that certain land lease, formerly known as Boeing Phase I and Phase II, now known as Lot 2 Bomarc, 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, (hereinafter the "Lease"), for the purpose of amending the Lease to reflect the record of survey for Bomarc Business Park and confirm the land area of Lot 2 and to effect the other amendments set out in this Amendment.

IT IS HEREBY AGREED AS FOLLOWS:

1. Legal Description and Area. The legal description of the area formerly known as Parcel F is hereby deleted from the Lease and replaced in its entirety with the legal description for Lot 2 Bomarc Business Park as set forth in **Exhibit "A"** attached hereto and by this reference fully incorporated herein, consistent with the record of survey of Lot 2, Bomarc Business Park at Paine Field, pursuant to the Alteration of Binding Site Plan recorded under Snohomish County Auditor's number 200108075005. Lot 2 is depicted in **Exhibit "B"** attached hereto. The area of Lot 2 Bomarc is hereby confirmed at 655,142.04 square feet of land.
2. Storm Water Facility Policy. Section 28, Storm Water Facility Policy, is added to the Lease and incorporated fully by reference. The Snohomish County Airport Storm Water Facility ("SWF") Policy shall be in effect for the Lease going forward from the date of full execution of this Amendment No.
4. Lessee shall comply with the Snohomish County Airport Stormwater Facility Policy.
 - a. Connection to Storm Water Detention Pond: N/A
 - b. SWF Fee: SWF Maintenance Charge: Lessee shall pay a monthly SWF fee of **\$1,596.15** plus leasehold excise tax adjusted pursuant to Section 3.a of the Lease, Increased Rent, Schedule A. Monthly SWF maintenance charge of **\$264.74** plus leasehold excise tax shall be adjusted on the same cycle by the combined Consumer Price Index for the Seattle-Tacoma area. These fees are for the pro-rated share of the SWF(s) supporting the premises. **Exhibit G, Rate Schedule**, is incorporated herein by reference.
3. Rent. Lessee shall pay the County rent and storm water facility fees plus leasehold excise and any other charges fixed in this Lease, in the amount shown on **Exhibit G, Rate Schedule**, attached hereto and by this reference fully incorporated herein.
4. Increased Rent. The fourth sentence of Section 3.1(3) of Schedule A to the Lease beginning with "Rental value shall" is deleted and replaced in its entirety with the following:

The adjusted rent shall be the then existing fair market rent for the premises, and "fair market rent" shall have the same meaning as the term "Fair Market Rental Value" as

defined in Snohomish County Code Section 4.46.010(8) as in effect on the date of this Amendment No. 4.

5. All terms used in this Amendment that are defined in the Lease are used here as they are defined in the Lease. This Amendment will be effective immediately upon execution and delivery by the parties. This Amendment may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute but one and the same instrument. This Amendment shall be governed by the law of the State of Washington, without reference to its choice of law rules. This Amendment supersedes any prior agreements, negotiations and communications, oral or written, with respect to the subject matter of this Amendment (except the unamended provisions of the Lease) and contains the entire agreement between, and the final expression of, the County and Lessee with respect to the subject matter of the Lease as amended by this Amendment. No subsequent agreement, representation, or promise made by either party hereto, or by or to an employee, officer, agent or representative of either party hereto shall be of any effect unless it is in writing and executed by the party to be bound thereby.
6. **Exhibit A.** **Exhibit A** is deleted and replaced with the attached **Exhibit A** (Bomarc Site Boundaries) and replaces the Schedules reflected in Amendment 3, which are deleted in its entirety.
7. **Exhibit B.** **Exhibit B** is deleted and replaced with the attached **Exhibit B** (Legal Description), and replaces the Schedules reflected in Amendment 3, which are deleted in its entirety.
8. **Exhibit C.** **Exhibit C** is deleted in its entirety.
9. **Exhibit G.** **Exhibit G** is added to the Lease.
10. **Exhibit H.** **Exhibit H** is added to the Lease with the attached **Exhibit H** (Title VI List of Pertinent Nondiscrimination Acts and Authorities).
11. **Schedules 1,2,3,4,5,6,7&8.** **Schedules 1,2,3,4,5,6,7&8** are deleted in their entirety.
12. All terms used in this Amendment that are defined in the Lease are used here as they are defined in the Lease. This Amendment will be effective immediately upon execution and delivery by the parties. This Amendment may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute but one and the same instrument. This Amendment shall be governed by the law of the State of Washington, without reference to its choice of law rules. This Amendment supersedes any prior agreements, negotiations and communications, oral or written, with respect to the subject matter of this Amendment (except the unamended provisions of the Lease) and contains the entire agreement between, and the final expression of, the County and Lessee with respect to the subject matter of the Lease as amended by this Amendment. No subsequent agreement, representation, or promise made by either party hereto, or by or to an employee, officer, agent or representative of either party hereto shall be of any effect unless it is in writing and executed by the party to be bound thereby.
13. **Other Terms and Conditions.** All other terms and conditions of the Lease, not inconsistent herewith, shall remain in full force and effect. On and after the date of this Amendment, the Lease shall be deemed amended by this Amendment and all references in the Lease to "this Agreement" "this Lease" "herein" "hereof" and the like shall be deemed to be references to the Lease as amended by this Amendment.

DATED: 6/16/2021
COUNTY: SNOHOMISH COUNTY

[Signature]
Airport Director
Exec

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

[Signature]
As: NATHAN LOVAN, AUTHORIZED SIGNATORY

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STATE OF WASHINGTON)
) ss.
COUNTY OF SNOHOMISH)

On this day personally appeared before me

Lacey Harper
Ari Ghose
Airport Exec
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: June 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

STATE OF: MISSOURI)
) ss.
COUNTY OF: ST. LOUIS)

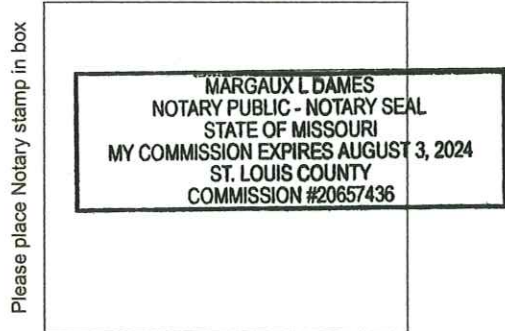
On this day personally appeared before me

NATHAN LOVAN
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

EXHIBIT A BOMARC SITE BOUNDARIES

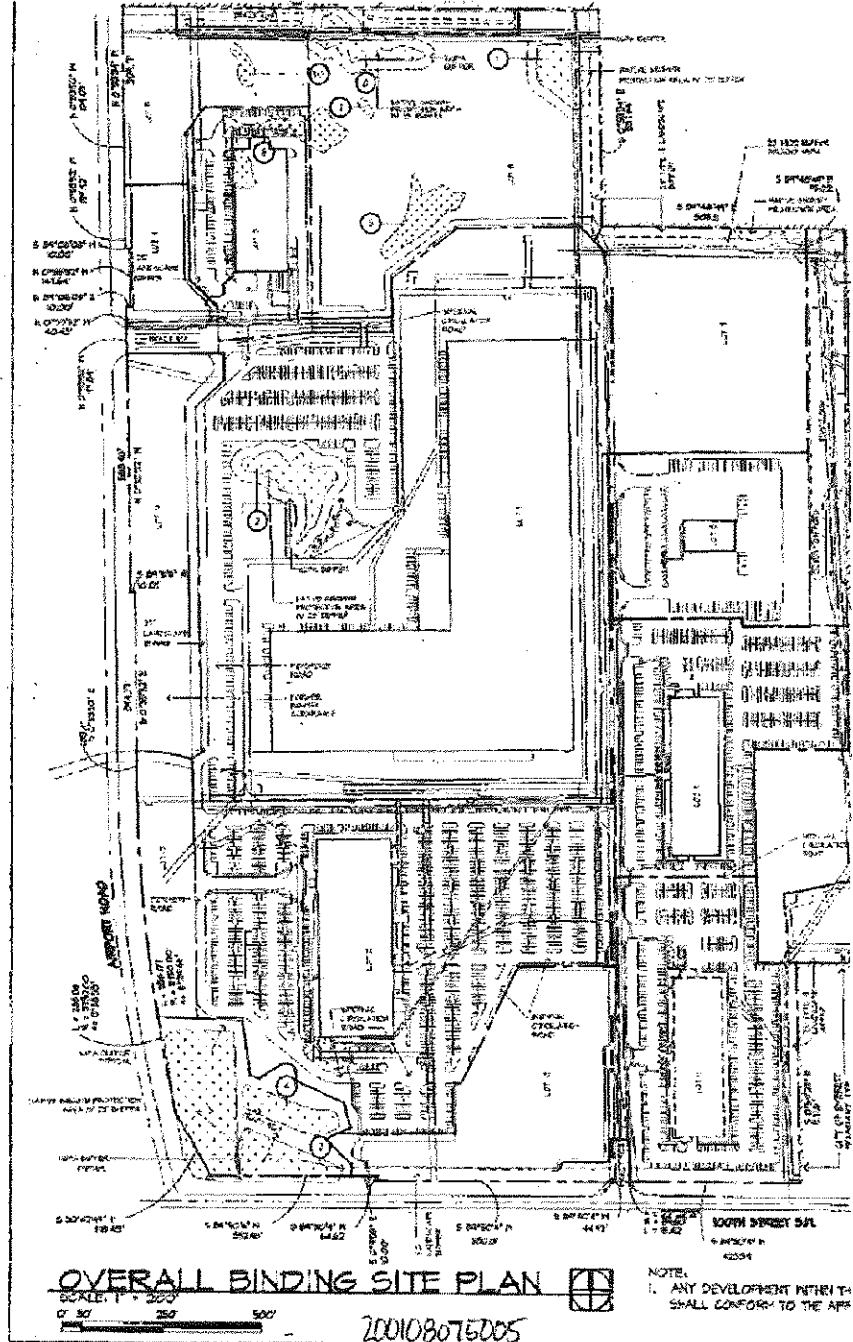


EXHIBIT B
LEGAL DESCRIPTION

BOMARC LOT 2 (45-80 Building)

· THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 14, TOWNSHIP 28 NORTH, RANGE 4 EAST, W.M., IN SNOHOMISH COUNTY, WASHINGTON DESCRIBED AS FOLLOWS:

LOT 2, BOMARC BUSINESS PARK AT PAINE FIELD, PURSUANT TO THE BOMARC BUSINESS PARK AT PAINE FIELD ALTERATION OF BINDING SITE PLAN FOR THE SNOHOMISH COUNTY AIRPORT RECORDED UNDER SNOHOMISH COUNTY AUDITOR'S RECORDING NUMBER 200108075005, SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

LOT 2 CONTAINS 655,142.40 SQUARE FEET OF LAND.

**EXHIBIT G
RATE SCHEDULE**

A402520 - The Boeing Company
BOMARC Lot 2; Building 45-80
Lease Effective Date: July 19, 1989, WA-EVTLND-EF
Lease Term: June 1, 1989 - May 31, 2049
Rate Term: June 1, 2019 - May 31, 2022¹
CCR CAM Rate Term: January 1, 2018 - December 31, 2020²

Premises: BOMARC Parcel F, Lot 2 Building 45-80	S.F.	Rate/S.F.	Annual Rent	Monthly Rent	Leasehold Excise Tax	Monthly Rent w/LET
Land Lease	655,142	0.591	\$ 387,189.12	\$ 32,265.76	\$ 4,142.92	\$ 36,408.68

CCR CAM	S.F.	Rate/S.F.	Annual Fee	Monthly Rent	Leasehold Excise Tax	Monthly Rent w/LET
January 1, 2018 - December 31, 2020						
CAM	1,275	1.73	\$ 26,469.00	\$ 2,205.75	\$ 283.22	\$ 2,488.97

Rate Adjustment Schedule

January 1, 2021 - December 31, 2023	S.F.	Rate/S.F.	Annual Fee	Monthly Fee	Leasehold Excise Tax	Monthly Fee w/LET
CAM	1,275	2.00	\$ 30,672.24	\$ 2,556.02	\$ 328.19	\$ 2,884.21

Storm Water Facility (SWF) ³ Facility: Alpha Pond, Category 09	S.F.	Rate/S.F.	Annual Fee	Monthly Fee	Leasehold Excise Tax	Monthly Fee w/LET
SWF Fee	655,142	0.002032247	\$ 15,976.92	\$ 1,331.41	\$ 170.95	\$ 1,502.36
SWF Pond Maintenance	655,142	0.000404100	\$ 3,176.92	\$ 264.74	\$ 33.99	\$ 298.73
			\$ 19,153.84	\$ 1,596.15	\$ 204.95	\$ 1,801.10

Surface Water Management (SWM) ⁴	S.F.	Rate/S.F.	Annual Fee	Monthly Fee	Leasehold Excise Tax	Monthly Fee w/LET
SWM (Surface Water Management with detention)	655,142	0.001633750	\$ 12,844.08	\$ 1,070.34	\$ -	\$ 1,070.34
SWF SWM	655,142	0.000008919	\$ 70.08	\$ 5.84	\$ -	\$ 5.84
			\$ 12,914.16	\$ 1,076.18	\$ -	\$ 1,076.18

Total Monthly \$ 42,170.17

NOTES:

- ¹Rent Adjustment delayed due to delay of new appraised rates
²CCR-CAM fees adjust January 1, as a three year cycle according to the same percentage increase as the rental rate adjustment, per section 4.9(a) of the Bomarc CCRs.
³SWF pond maintenance fee increases by CPI percent (%) annually
⁴SWM fees are adjusted periodically based on changes to the leased parcel of fees assessed by the Snohomish County Surface Water Management. Tenant pays all utilities which includes electric/gas.

EXHIBIT H

TITLE VI LIST OF PERTINENT NONDISCRIMINATION ACTS AND AUTHORITIES

During the performance of this contract, Lessee, for itself, its assignees, and successors in interest (hereinafter referred to as the "Lessee") agrees to comply with the following non-discrimination statutes and authorities, as they may be amended from time to time and which are incorporated herein by reference, including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).