

SNOHOMISH COUNTY COUNCIL  
Snohomish County, Washington

MOTION NO. 22-397

AUTHORIZING THE EXECUTIVE OR AIRPORT DIRECTOR TO EXECUTE LEASE  
AMENDMENT NO. 2 FOR FUTURE OF FLIGHT AVIATION CENTER WITH THE BOEING  
COMPANY AT THE SNOHOMISH COUNTY AIRPORT

WHEREAS, the Snohomish County Executive is authorized to enter, sign and amend leases pursuant to SCC 15.04.040(3), which provide, among other items, the county executive may recommend individual licenses or leases for approval by the county council; and

WHEREAS, the County owns the Future of Flight Aviation Center & Boeing Tour which attracts 320,000 visitors to Snohomish County annually; and

WHEREAS, The Boeing Company ("Boeing") has leased the Future of Flight Aviation Center ("FoF") since October 17, 2018; and

WHEREAS, there has been one (1) subsequent Lease Amendment No. 1 signed on December 14, 2020 which extended the Capital Improvement Reimbursements (CIR) to the end of the initial five (5) year term with no increase in dollar amount; and

WHEREAS, County staff and Boeing have come to an agreement for a five (5) year extension to their initial term which makes it a ten (10) year initial term and the option to extend an additional two (2) times for five (5) years each for a total of fifteen (15) years; and

WHEREAS, FoF is a Public Facility District (PFD) and is one of the largest tourist attractions in Snohomish County; and

WHEREAS, County staff recommends County Council approve the recommended lease term restructuring which shall continue to serve the residents and visitors of Snohomish County;

NOW, THEREFORE, ON MOTION, the Snohomish County Council authorizes the Snohomish County Executive or Airport Director to execute Lease Amendment No. 2 with Boeing for the FoF Aviation Center in the form attached hereto.

PASSED this 28<sup>th</sup> day of September, 2022.

SNOHOMISH COUNTY COUNCIL  
Snohomish County, Washington

  
\_\_\_\_\_  
Council Chair

ATTEST:

  
\_\_\_\_\_  
Asst. Clerk of the Council

**Amendment No. 2 to Land and Building  
Lease (Existing Building) 18-008 Future of Flight**

Lessee: The Boeing Company  
Lease No. : 18-008  
Effective Date: October 17, 2023

This Amendment No. 2 to the Land and Building Lease (existing building) 18-008 Future of Flight (the "Amendment") is made by and between Snohomish County, a political subdivision of the state of Washington (the "County") as Lessor, and The Boeing Company a corporation authorized to do business in the State of Washington ("Lessee"), as Lessee, and amends that certain Land and Building Lease (existing building) 18-008 Future of Flight (the "Agreement") between the same parties (jointly, the "Parties") and recorded on October 29, 2018 under Snohomish County Auditor's File No. 201810290583, in which Lessee leased Lots 1, 3, and a 62,705 sf portion of Lot 4 in Paine Field Binding Site Plan Sector 9,

As amended by Amendment No. 1 recorded on March 29, 2021 under Snohomish County Auditor's File No. 202103290103, in which the Lease under section 4.01 Condition of Premises was changed, (collectively "the Lease") as amended as follows:

IT IS HEREBY AGREED AS FOLLOWS:

1. **2.01 Term. 2.01 Term** is deleted in its entirety and replaced with:

Term. The term of this lease shall be for a period of ten (10) years commencing on the effective date of this lease.

2. **2.02 Extended Term Option. 2.02 Extended Term Option** is deleted in its entirety and replaced with:

Extended Term Option. Lessee shall have the option to renew this lease for up to an additional two (2) times of five (5) year terms upon the same terms and conditions as provided herein, except that the initial monthly rent shall be the Fair Market Value Rent of the premises set according to the procedures of Section 3.03. Lessee shall give written notice to the Airport Director 18 months prior to the expiration of this lease, of its intent to exercise its option to renew this lease; otherwise this option shall be null and void. Lessee must be current on all rent and other obligations of this lease at the time of exercising this option; otherwise this option shall be null and void.

3. **Other Terms and Conditions.** All other terms and conditions of the Lease, not inconsistent herewith, shall remain in full force and effect.

*Signatures on next page*

