

After Recording Return To: **PORT OF SKAGIT COUNTY**
15400 AIRPORT DRIVE
BURLINGTON, WA 98233

REVIEWED BY
SKAGIT COUNTY TREASURER
DEPUTY Lena Thompson
DATE 03/03/2022

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Document Title(s): HANGAR GROUND LEASE AGREEMENT

Reference No. of Related Document(s): _____

Grantor(s): PORT OF SKAGIT COUNTY

Additional Grantor(s) on page _____ of Document: _____

Grantee(s): SCHUSSBOOMER PROPERTIES, LLC

Additional Grantee(s) on page _____ of Document: _____

Abbreviated Legal Description: Ptn Lot 72 (New) Alteration to Amended

Skagit Regional Airport Binding Site Plan Ph 1
Additional Legal Descriptions(s) on page _____ of Document.

Assessor's Parcel/Tax ID Number: P120177, P120192, P21081

Lessor: Port of Skagit County
Lessee: Schussboomer Properties, LLC
153534265.2
153534265.5

HANGAR GROUND LEASE AGREEMENT

BETWEEN

PORT OF SKAGIT COUNTY

and

SCHUSSBOOMER PROPERTIES, LLC

Term Commencement Date:

Lessor: Port of Skagit County
Lessee: Schussboomer Properties, LLC
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Lessee: Schussboomer Properties, LLC
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HANGAR GROUND LEASE AGREEMENT

THIS LEASE AGREEMENT, hereinafter referred to as "this Lease," is made September 14, 2021, by and between the PORT OF SKAGIT COUNTY, a Washington municipal corporation, hereinafter referred to as "Lessor," and SCHUSSBOOMER PROPERTIES, LLC, a Washington limited liability company, hereinafter referred to as "Lessee."

WITNESSETH:

In consideration of their mutual covenants, agreements and undertakings hereinafter contained, the parties hereto do mutually agree to that which is hereinafter set forth, upon and subject to the following terms, conditions, covenants and provisions:

1. PROPERTY SUBJECT TO THIS LEASE AGREEMENT/OPTION

Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the land and improvements as legally described on the attached Exhibit A and as depicted on Exhibit B, together with all of Lessor's easement rights and appurtenances thereto, and, if applicable, all necessary easements and appurtenances in Lessor's adjoining and adjacent land, highways, roads, streets, or lanes, whether public or private, reasonably required for the installation, maintenance, operation, and service of sewers, water, gas, drainage, electricity, and other utilities and for driveways and approaches to and from abutting roadways for the use and the benefit of the above-described parcel of real estate, including the improvements thereon or to be erected thereon (the "Premises"). This Lease shall be subject to that certain Declaration of Easement for Ingress, Egress, and Utilities dated April 13, 2021, recorded under Skagit County Auditor's File No. 202104190114. The non-exclusive, non-preferential, and non-discriminatory right to use any aprons or taxiways to access the Airport runways shall be considered appurtenant to the Premises and shall be considered part of the definition of Premises.

The Lessor and Lessee acknowledge that the property lines of said Lot 72 and Lot 77 of the Binding Site Plan will be subject to alteration, as mutually agreed by Lessor and Lessee, and that this alteration will require changes to the legal description and depiction in Exhibits A and B. Upon recordation of the Binding Site Plan alteration Lessor and Lessee agree to promptly execute an amendment to this Lease which includes revised Exhibits A and B which accurately reflect the revised legal description and depiction of the Premises. Neither such Binding Site Plan alteration nor lease amendment shall affect or modify any other provision of this Lease.

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2. TERM

- a. **Term:** This lease shall be effective when signed by both parties ("Effective Date"). The term of this Lease shall be for thirty (30) years, following the 1st day of the month following the Lessee obtaining an occupancy permit from Skagit County or one hundred eighty (180) days after the Effective Date, whichever is earlier ("Commencement Date"), and ending three hundred sixty (360) months thereafter, unless sooner terminated pursuant to any provision of this Lease.
- b. **Option to Extend:** Lessee is granted the right to extend this Lease for two (2) consecutive ten (10) year option periods by giving written notice of said intention to Lessor not less than one hundred twenty (120) days prior to the expiration of the initial term or any extended term, conditioned upon the fact that all terms, covenants and conditions of the initial or extended term have been fully met and fulfilled, waived or cured and conditions set forth in Section 22 entitled MAINTENANCE/COMMIT NO WASTE have been met, including upgrades extending the useful life of the building have been made, as confirmed by outside professionals such as structural engineers and/or architects. The parties shall meet and discuss the reasonably necessary upgrades to the building to achieve such useful life expectancy. All terms and conditions of the Initial Term shall continue during each Extension Term with the exception that the rental rate for the first year of each option period shall be determined in accordance with the paragraph 6 entitled "PROCEDURE TO DETERMINE ADJUSTED RENT FOR OPTION PERIOD(S) – MARKET RENT VALUE."
- c. **Lessor's Option to Buy Out Lease Rights and Improvements:** Lessor may give notice at any time after ten the first (10) years of this Lease, including any extension hereof, of its intent to terminate this lease by buying out the balance of this Lease and options to extend (collectively the "Residual Lease Life") and any tenant-owned improvements on the Premises ("Tenant Improvements") at the then fair market value ("FMV") of each. Such notice shall be in writing, state a date of termination not less than one hundred eighty (180) days into the future and include the name of an appraiser or appraisers to determine the Residual Lease Life FMV and the fair market value of any Tenant Improvements at Lessor's cost ("Lessor's Notice"). If the parties cannot agree on an appraiser or appraisers within thirty (30) days of Lessor's Notice, the FMV of the Residual Lease Life and Tenant Improvements shall be established by averaging the FMV determinations from the appraisal(s) of the parties' own appraisers; provided, that each party shall pay for its own such appraisal(s) and no appraisal shall be considered if not obtained within seventy-five (75) days of Lessor's Notice. The Residual Lease Life and Tenant Improvement FMV so established shall be final and binding on the parties. Upon giving of Lessor's Notice, the Lessor shall use its best efforts to relocate Lessee on other taxiway accessible Port-owned land.

3. BUSINESS PURPOSE

a. **Business Purpose:** It is understood and agreed that Lessee intends to construct improvements, and use the Premises, for Limited – Service Aeronautical Service Provider activities, including aircraft leasing and storage, and to conduct such other activities as are incidental and reasonably related to general aviation. It is further understood that the above activities are the only type of activities to be conducted upon the Premises. Lessee shall perform its operations in conformance with the “Minimum Standards” for Limited Service - Aeronautical Service Provider adopted by the Port of Skagit for Skagit Regional Airport and attached as Appendix No. 1 and as may be amended in the future. Failure to perform the above type of activities or cessation of such activities or the carrying on of other type(s) of unauthorized activities (after any applicable notice and cure period) shall constitute a material default by Lessee of this Lease. Lessee shall at all times operate on the Premises in a manner which will assure the safe, lawful and healthful use of the Premises. Lessee agrees that it will not disturb the Lessor or any other tenant of the Lessor by making or permitting any disturbances or any unusual noise, vibration or other condition on or in the Premises inconsistent with its use as a hangar and limited - service aeronautical service provider services.

b. **Baseline Activity:** Lessor acknowledges Lessee's hangar is to be used for the storage of aircraft for limited service aeronautical service provider activities. This activity provides an important conduit for current and future economic development and commerce for the community.

c. **Limits on Use:** Lessee will not permit any use or activity to be conducted upon the Premises that is not allowed by the Lease, Skagit County zoning ordinances or Port of Skagit County rules and regulations, Skagit Regional Airport Master Plan or Skagit Regional Airport Minimum Standards. Lessee will not enter into any sublease agreement when the proposed use of the Premises requires a Special Use Permit, rezone, variance of any kind, environmental impact statement or any other use that requires special permission by a governing body, without prior written consent of the Lessor, which shall not be unreasonably withheld.

d. **Policy Adjustments:** Lessor reserves the right to adopt a policy or policies which specifically exclude certain types of business activities that are inconsistent with Lessor's planned development of the Skagit Regional Airport or the Bayview Business Park, but that such restrictions shall not impair or diminish Lessee's right to use the Premises for the Business Purposes or diminish or impair Lessee's other express rights granted in this Lease and the use as limited - service aeronautical service provider shall be permitted at all times. Lessee hereby agrees to comply with all such policy or policies. Lessor hereby agrees to apply all such policies in a uniform and non-discriminatory manner to all similarly situated tenants on Port-owned land in the

vicinity of the Premises.

4. RENT

a. Commencing on the Commencement Date, Lessee shall pay to Lessor, in lawful money of the United States, without any set-off or deduction, in addition to taxes, assessments, and other charges required to be paid hereunder by Lessee, an estimated initial rent for the Premises of ONE THOUSAND FIVE HUNDRED FIFTY-SIX DOLLARS AND NINETEEN CENTS (\$1,556.19) per month based upon \$0.386399 dollars per square foot per year, plus Washington leasehold excise tax of ONE HUNDRED NINETY-NINE DOLLARS AND EIGHTY-TWO CENTS (\$199.82), during the term of this Lease (collectively, "Rent").

b. The Rent for each month shall be paid to the Lessor in advance on or before the first day of each and every month of the term of this Lease, and shall be payable at such place as the Lessor may hereinafter designate. The Rent may be further adjusted by the addition of other sums and charges specified elsewhere in this Lease. The Lessor shall have all of the same rights and remedies with respect to any additional rent or charges in the event of nonpayment or late payment as are available to it in the event of nonpayment or late payment of the Rent. The Rent shall be adjusted as provided in the below section entitled "PROCEDURE TO DETERMINE ANNUAL ADJUSTED RENT - CPI." The leasehold excise tax shall be adjusted based on any such adjustment to Rent or if the rate is altered by the State of Washington.

5. PROCEDURE TO DETERMINE ANNUAL ADJUSTED RENT - CPI

On the first anniversary of the Commencement Date and of each Market Change Date and, except for any Market Change Date, each anniversary thereafter ("Change Date") during the lease term or extension thereof, Rent shall be adjusted according to the procedures set forth below in this paragraph:

a. Definitions: The adjusted Rent rate(s) shall be determined in accordance with the formula set forth below. In applying the formula, the following definitions apply:

1) "Bureau" means the U.S. Department of Labor, Bureau of Labor Statistics or any successor agency.

2) "Price Index" means the Consumer Price Index for All Urban Consumers, Region West - Size Class B/C, issued from time to time by the Bureau, or any other measure hereafter employed by the Bureau in lieu of the price index that measures the cost of living or if said Bureau should cease to issue such indices and any other agency of the United States should perform substantially the same function, then the indices issued by such other agency.

3) "Current Index" means the Price Index for the Annual most recent preceding Change Date.

4) "Prior Year Index" means the Price Index for the Annual year prior to the Current Index.

b. Formula: The Adjusted Rent shall be determined by multiplying the Rent rate (s) being adjusted by a multiplier equal to the change in the Price Index since the last adjustment computed as follows:

Current Index – Prior Year Index = Index Point Change

Index Point Change / Prior Year Index x 100 = Percent Change

Percent Change x Rent being adjusted = Adjusted Rent

The Price Index (December 1996=100) for Annual 2020 was 159.756

6. PROCEDURE TO DETERMINE ADJUSTED RENT FOR OPTION PERIODS - MARKET RENT VALUE

On the commencement of the option period(s), ("Market Change Date") thereafter, the Rent shall be adjusted as follows:

a. Amount: The Rent shall be adjusted to be the market rent value of the Premises. Lessor shall notify Lessee, not later than one hundred eighty (180) days prior to the Market Change Date of the amount of new market rent, as determined by the Port Commission. If Lessee does not accept the market rent value determined by Lessor, it shall so notify the Lessor, in writing, ("Notice of Non-Acceptance") within thirty (30) days of the date it receives notice of the Lessor's determination or Lessee shall be preclusively deemed to have accepted the determination. Upon timely Notice of Non-Acceptance, market rent then shall be established by the procedure in the succeeding paragraph.

b. Procedure If Dispute Regarding Rent Amount: If Lessee timely notifies the Lessor that it rejects the market rent value established by Lessor, then the fair cash value of the Premises shall be determined. Such determination shall be made by a MAI appraiser whose selection shall be by mutual agreement of the parties. If they are unable to agree on the selection within fourteen (14) days of Lessee's Notice of Non-Acceptance, then a MAI appraiser shall be selected by the presiding judge of the Superior Court of Skagit County if the Lessee files an action therefore within twenty-eight (28) days of the Lessee's Notice of Non-Acceptance. If such action is not timely commenced, Rent shall be set as determined by Lessor per subsection (a) of Paragraph 6 entitled "PROCEDURE TO DETERMINE ADJUSTED RENT - MARKET RENT VALUE."

Once the fair cash market value of the Premises is determined, the rent amount shall be established based on the Lessor's then established rate of return for comparable leased properties. The cost of the appraisal shall be borne equally by both parties. No party shall be entitled to any statutory or contractual costs or attorney fees related to a petition to appoint an appraiser hereunder.

c. The market rent value adjustment shall be effective on the Market Change Date no matter when it is established pursuant to the above procedure, provided that for every day less than one hundred eighty (180) days prior to the Market Change Date that the Lessor's notice of determination of market rent called for in subsection (a) of Paragraph 6 entitled "PROCEDURE TO DETERMINE ADJUSTED RENT - MARKET RENT VALUE" above is provided to Lessee, the effective date of the increase, once established, shall be delayed for an equal number of days beyond the anniversary of the Market Change Date.

d. The leasehold excise tax shall be adjusted based on any such adjustment to Rent or if the rate is altered by the State of Washington.

7. SECURITY FOR RENT

To secure the Rent hereunder, Lessor and Lessee agrees to use the Construction or ownership of Improvements on the Premises, the value of which is equal to or in excess of one (1) year's Rent, plus leasehold excise tax. The value of Lessee's improvements for purposes hereof shall be determined by the all-in cost of the project.

8. LATE CHARGES

Lessee hereby acknowledges that late payment by Lessee to the Lessor of Rent, or any other sums due hereunder will cause the Lessor to incur costs not otherwise contemplated by this Lease. Accordingly, if any installment of Rent or any other sum due from Lessee shall not be received by the Lessor within ten (10) days after such amount shall be due, then, without any requirement for notice to Lessee, Lessee shall pay the Lessor a late charge equal to 5% of such overdue amount. The parties agree that such late charge represents a fair and reasonable estimate of the costs the Lessor will incur by reason of late payment by Lessee. Acceptance of such late charge by the Lessor shall in no event constitute a waiver of Lessee's default with respect to such overdue amount, nor prevent the Lessor from exercising any of the other rights and remedies granted hereunder. In the event that a late charge is payable in this Lease or otherwise, whether or not collected, for three (3) installments of Rent in any 12 month period, then Rent shall automatically become due and payable quarterly in advance, rather than monthly notwithstanding the above section entitled "RENT" or any other provision of this Lease to the contrary. In addition to the late charges provided for in this section, interest shall accrue on Rent, or any other sums due hereunder, at the rate of one and one-half percent (1 1/2%) per month from the date due until paid.

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9. CONSTRUCTION OF IMPROVEMENTS

1. Intent to Engage in Coordinated Development. Lessor and Lessee each will construct improvements at their own cost pursuant to this Lease. The parties agree to cooperatively design and construct their improvements so that, together, they constitute a coordinated, single project. Lessor and Lessee agree to form a construction team consisting of representatives of all Design Professionals described below, the general contractor, Lessee representative, and Lessor representative to manage the construction projects efficiently.

a. Each party will take responsibility at their sole cost to:

- I. Employ such architects, engineers, planners or other professionals as required to design their improvements ("Design Professionals") and/or manage the construction of such improvements; and
- II. Obtain and pay for any and all construction permits; and
- III. Employ a general contractor; and
- IV. Assure that both parties' representatives, Design Professionals and general contractors meet regularly to assure that the improvements designed constructed by each party are in harmony with those to be constructed by the other party.

b. The responsibility for each party's improvements are as set forth below.

i. Lessor's Improvements.

a. The Lessor shall be responsible to design and build FAA and WSDOT compliant taxi-lanes, taxiways and aircraft apron adjacent to the Lessee's Improvements described below ("Lessor's Improvements"). Lessor and Lessee hereby confirm that Lessor's Improvements have been completed in such condition as of the date hereof.

b. The Lessor shall be responsible for bringing sewer, water, power, natural gas, and fiber optic communications wiring to the Premises.

ii. Lessee's Improvements. Lessee will be responsible for engineering, design, and construction of all required site work, utilities, and buildings on the Premises; including storm water improvements, including biofiltration, mechanical filtration, conveyance piping, catch basins and other improvements related and incidental thereto ("Storm Water Infrastructure"), sewer pump station, road, parking and landscape area and 20-foot-wide apron strip between Lessee's hangar and the apron constructed by Lessor ("Lessee's Improvements"). Lessee's Improvements

shall be designed and constructed in substantial conformance with the specifications set forth on Exhibit C hereto.

c. To the extent allowed by Skagit County, Lessor shall pursue single SEPA process for both parties' improvement permit applications.

d. Lessee shall not commence construction of any improvements without prior approval from Lessor. Lessee shall, as soon as possible, but in any event prior to applying for any building permit for construction of Lessee's Improvements, submit to Lessor conceptual drawings for commission approval ("Initial Plans"). Such approval shall be deemed granted if the Commission does not take action with respect to the Initial Plans within forty-five (45) days of submission to Lessor.

e. Prior to any construction of Lessee's Improvements, including site work, Lessee shall submit to Lessor final structure and/or site development plans and specifications and/or engineering drawings that are stamped by a licensed engineer, surveyor or architect, landscape plans, and proof of issuance of all county and city building or sewer permits required for the Lessee's Improvements. Such approval shall be deemed granted if the Lessor does not disapprove such plans and specifications within forty-five (45) days of submission to Lessor.

f. Prior to commencement of any of Lessee's Improvements by Lessee on the Premises, Lessee and Lessor shall reasonably agree to a time period for full completion of the construction of such improvements.

g. Within six (6) months of completion of all improvements, alterations and/or installation of fixtures Lessee shall provide Lessor with two (2) hard copies sets and one (1) electronic version of as-builts for all of Lessee's Improvements.

h. All of Lessee's Improvements will be constructed in accordance with the terms and conditions set forth in attached Appendix No. 2, Skagit Regional Airport Minimum Construction Standards and Guidelines for Airport Construction. Additionally, all of Lessee's Improvements shall conform to all applicable county, state and Federal design and construction standards.

i. Lessee shall not allow the Premises to be burdened by any lien for labor or materials provided for the design or construction of Lessee's Improvements. Lessee shall save, hold harmless and indemnify Lessor for the cost, including attorney fees, of removing and/or satisfying any such lien.

j. Developer of future Lot 77 adjacent to the Premises will construct the vehicle access drive lane to the airfield and the airfield gate. Lessee shall reimburse to the Developer of future Lot 77 adjacent to the Premises one half the cost of the documented design and construction of these items. Lessee will not be required to construct a new airport gate.

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10. DISPOSITION OF EQUIPMENT AND IMPROVEMENTS AT END OF LEASE

a. Lessee shall have the right to remove all equipment, personal property and trade fixtures which may have been placed upon the Premises by Lessee during the period of this Lease, provided that the same are removed upon the expiration or earlier termination of this Lease, subject to the Lessor's lien rights under Chapter 60.72 RCW. Any such equipment, personal property and trade fixtures not removed from the Premises by the conclusion of the Lease shall revert to Lessor. If Lessee does not remove all equipment, personal property and trade fixtures which have been placed on the Premises by Lessee during the period of this Lease and Lessor wants the property removed, then the same shall be removed and stored at Lessee's expense and Lessor shall recover any costs and expenses from the Lessee resulting from the removal; except that in the event Lessor exercises its rights to buy-out Lessee's lease rights under Paragraph 2(c), above, then Lessee shall not be obligated to remove the building construction on the Premises.

b. All of Lessee's Improvements shall become the property of the Lessor upon termination of this Lease for any reason.

11. CONDITION OF THE PREMISES

Lessee has inspected the property, and the sub-surface conditions, and accepts the property in its present condition; is not relying upon any covenants, warranties or representations of Lessor as to its condition or usability, except Lessor's right to grant a lease of the property; and agrees to make any changes in the Premises necessary to conform to federal, state and local law applicable to Lessee's use of the Premises.

12. LESSEE WILL OBTAIN PERMITS

a. Lessee shall be solely responsible for obtaining and complying with all permits, approvals or licenses required for the operation and conduct of Lessee's business activities and any approved construction, installation, erection and/or operation of any structures, facilities or equipment, including but not limited to, items constituting alterations or defined as trade fixtures on the Premises. If Lessee fails to obtain and comply with such permits, then Lessee accepts full responsibility for any and all costs incurred by the Lessor, including actual attorney's fees, incurred by Lessor pursuing Lessee's default for its failure to obtain and/or comply with such permits. Lessee agrees to hold the Lessor harmless from any liability and to fully reimburse expenses of the Lessor for Lessee's failure to obtain and/or fully comply with any necessary permit.

b. Lessee shall provide Lessor with a copy of the certificate of occupancy issued by the appropriate permitting agency before occupying any improvements.

13. INSURANCE COVERAGE

a. **Casualty Insurance:** Lessee shall at Lessee's expense maintain on all Improvements belonging to Lessee and on all of Lessee's personal property on the Premises, casualty insurance, with extended coverage in the amount of their replacement value.

b. **Liability Insurance:** Lessee shall, at its own expense, maintain throughout the term of this lease, proper liability insurance with a reputable insurance company or companies satisfactory to the Lessor in the minimum of \$1,000,000 single limit liability, and a comprehensive general liability broadening endorsement (and hereafter in such increased amounts to be comparable and consistent with the going or standard coverage in the area for comparable business operations). The \$1,000,000 single limit liability will be adjusted at each option period to the then current standard single limit amount stated in the lease policy of the Lessor.

c. **Certificates:** The Lessor shall be named as one of the insured, and shall be furnished a copy of such policy or policies or certificate(s) of coverage, or both, at the Lessor's election. Each certificate of insurance shall provide that the insurance policy or policies are not subject to cancellation without at least thirty (30) days advance written notice of such cancellation having been first given to the Lessor.

14. WAIVER OF SUBROGATION

The Lessor and Lessee hereby mutually release each other, and their respective successors or assigns, from any liability and waive all right of recovery against each other from any loss from perils insured against under and to the extent of their respective fire insurance contracts, including any extended coverage endorsements thereto; provided, that this section shall be inapplicable if it would have the effect, but only to the extent that it would have the effect, of invalidating any insurance coverage of Lessor or Lessee.

15. HOLD HARMLESS PROVISIONS, LIABILITY AND INDEMNITY

The Lessor, its officers, employees and agents, shall not be liable for any injury (including death) or damage to any persons or to any property sustained or alleged to have been sustained by the Lessee or by others as a result of any condition (including existing or future defects in the Premises), or occurrence whatsoever related in any way to the Premises or related in any way to the Lessee's use of the Premises or Lessee's performance under this Lease ("Claims"), except to the extent of such Claims are caused by negligence or willful misconduct of the Lessor. To the extent permitted by RCW 4.24.115, Lessee agrees to defend and hold and save the Lessor, its officers, employees and agents, harmless from any and all

liability or expense (including expense of litigation) in connection with any Claims, except to the extent of such Claims are caused by negligence or willful misconduct of the Lessor.

15.1 LIMITED WAIVER OF IMMUNITY UNDER WASHINGTON STATE INDUSTRIAL INSURANCE ACT, TITLE 51 RCW AND OTHER SIMILAR INDUSTRIAL INSURANCE SCHEMES: For purposes of the foregoing indemnification provision, and only to the extent of claims against Lessee by Lessor under such indemnification provision, Lessee specifically waives any immunity it may be granted under the Washington State Industrial Insurance Act, Title 51 RCW, The United States Longshore and Harbor Workers Compensation Act, 33 USC §901-950, or any other similar workers' compensation schemes. The indemnification obligation under this Lease shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable to or for any third party under workers' compensation acts, disability benefit acts, or other employee benefit acts. The foregoing provision was specifically negotiated and agreed upon by the parties hereto.

16. OFF STREET PARKING

Lessee agrees not to use any public streets, rights of way or other properties not included in this Lease for the parking of vehicles.

17. ADVERTISING AND SIGNS

No signs or other advertising matter, symbols, canopies or awnings shall be installed, attached to or painted on the Premises without the prior written approval of the Lessor's executive director, or the executive director's designee, such approval not to be unreasonably withheld, conditioned or delayed.

18. EQUAL OPPORTUNITY

The Lessee covenants and agrees that in the performance of this Lease, the Lessee shall conduct its activities in a manner that will assure fair, equal and nondiscriminatory treatment of all persons regardless of race, creed, sex, marital status or ethnic origin. Notwithstanding any exemption contained in the State or Federal law, the Lessee shall comply with all Federal and State laws, rules or regulations concerning hiring and employment and assuring the service of all patrons, customers, members or invitees without discrimination as to any person's race, creed, sex, marital status or ethnic origin.

19. LAWS AND REGULATIONS

a. The Lessee agrees, at its sole cost and expense, to conform to, comply with and abide by all lawful rules, codes, ordinances, requirements, orders, directions, laws and regulations of the United States, the State of Washington, and any municipality or agency of any of said entities, including rules and regulations of Lessor, including

without limitation those relating to environmental matters, now in existence or hereafter promulgated, applicable to the Lessee's use and operation of said Premises, including the construction of any improvements thereon, and not to permit said Premises to be used in violation of any of said rules, codes, laws or regulations. Any fees for inspection of the Premises during or for the term of this Lease by any federal, state or municipal officer shall be paid by Lessee. Lessee shall pay all costs, expenses, liabilities, losses, damages, fines, penalties, claims, and demands, including reasonable counsel fees that may in any manner arise out of or be imposed because of the failure of Lessee to comply with the covenants of this section. Lessor agrees to provide Lessee reasonable advance notice of any such rules or regulations promulgated by Lessor and to apply such rules and regulations in a uniform and non-discriminatory manner so as to not unreasonably increase Lessee's obligations here under.

b. Lessee understands that the Premises are within the Lessor's Skagit Regional Airport, situated in Industrial Development District. Lessor has or may promulgate and adopt resolutions, regulations and covenants for the orderly development, maintenance, care and control of all property within said district. The same affect Lessee's use of the Premises. Lessee agrees to comply with such resolutions, regulations and covenants in force as of the date of this Lease and all other resolutions, regulations and covenants which may be promulgated by Lessor and which: i) shall not discriminate against Lessee, ii) do not prevent the conduct of Lessee's business operations, iii) do not unreasonably increase Lessee's costs associated with its operations permitted hereunder, and iv) are applied in a non-discriminatory manner with respect to lessees with uses similar to those permitted hereunder.

20. HOLDOVER

a. Holdover as Tenant at Sufferance. If Lessee shall, without the written consent of the Lessor, hold over after the expiration of the term of this Lease, such tenancy shall be at sufferance, which tenancy may be terminated as then provided by the laws of the state of Washington. All provisions of this Lease, except those inconsistent with a tenancy at sufferance and Subsection 20(b), entitled "Rent and Terms," hereof shall remain in effect during such hold over period.

b. Rent and Terms. During such tenancy, the Lessee agrees to pay to Lessor a monthly rent equal to one and one-quarter (1-1/4) times the most recently required monthly rent amount applicable for the month in which the term hereof expired or was terminated, which rental amount the Lessee and Lessor agree is reasonable.

21. ENVIRONMENTAL PROVISIONS

This section delineates the Lessor's and the Lessee's rights and obligations with respect to the release, spillage, storage, transportation or any other aspect of handling hazardous or toxic materials of any nature ("Hazardous Material") regulated by federal and/or state law ("Hazardous Material Regulation").

a. Lessee covenants to defend, indemnify, and hold Lessor harmless ("Indemnify") from any imposition or attempted imposition by any person or entity upon Lessor of any obligation or cost ("liability") of whatever form, including, without limitation, damages for personal injury or property damage; claims; governmental investigations, proceedings or requirements; attorney fees in investigation, at trial or administrative proceeding, or on appeal; witness or consultant costs; or any other liability to the extent that such liability arises from a violation, or alleged violation, or from the failure to satisfy a requirement, or alleged requirement, of any Hazardous Material Regulation and/or any environmental or land use law or regulation or arising from the release, spillage, or any other mishandling or misuse of any Hazardous Material causing damage to the property of, or resulting in injury to, any third person or any third person's property, the Lessor's property and proximately resulting from use of the Premises during the term of this Lease, and without regard to when the liability is asserted.

b. In like manner as in subsection a. above, so Lessor shall Indemnify Lessee solely for liability proximately resulting from an affirmative act on the Premises by Lessor prior to the commencement of this Lease, or from conditions caused by Lessor subsequent to the Commencement Date.

c. Lessee acknowledges that it has visually inspected the Premises for legally impermissible Hazardous Material contamination and that none was apparent on the surface of the Premises from a visual inspection as of the date of this Lease. Lessee releases any and all claims against Lessor for the costs to remediate, or pay damages or penalties to any third party due to any Hazardous Material contamination which henceforth may be discovered on the Premises, including payment of all attorney fees and claims of loss of, or interference with, use of the Premises, except to the extent caused by an affirmative act of Lessor.

d. Lessee shall notify Lessor within twenty-four (24) hours of its discovery of any release of a reportable quantity of any Hazardous Material, or of the receipt by Lessee of any notices, orders or communications of any kind from any governmental entity which relate to the existence of or potential for Hazardous Material or environmental pollution of any kind existing on or resulting from the use of the Premises or any activity conducted thereon. If Lessee fails to comply with any of the requirements of

this section, Lessor may undertake, without cost or expense to Lessor, any actions necessary to protect Lessor's interest including steps to comply with such laws.

e. Should any Hazardous Material be released on or under the premises during the term of this Lease or any extension thereof, then Lessee shall at its sole cost and expense shall promptly and diligently remove such Hazardous Material from the Premises or the water underlying the Premises in accordance with applicable Hazardous Materials Regulations and industry standards.

Lessee shall not take any required remedial action in response to any such contamination on or under the Premises or enter into any settlement agreement, consent, decree or other compromise in respect to any claims or enforcement actions relating to any such Hazardous Material without first notifying Lessor of Lessee's intention to do so and affording Lessor the opportunity to appear, intervene or otherwise appropriately assert and protect Lessor's Interest with respect thereto.

Lessee shall promptly and diligently take all steps to prepare any remediation plan required for contamination, obtain all necessary approvals for such remediation plan, and thereafter commence the required remediation within thirty (30) days after Lessor has approved Lessee's remediation plan and all other necessary approvals and consents have been obtained, and thereafter continue to diligently prosecute said remediation to completion in accordance with the approved remediation plan. If Lessee fails to take such action, Lessor, in its sole discretion, may cause said remediation to be accomplished and Lessee shall reimburse Lessor therefore within thirty (30) days of Lessor's demand for reimbursement of all amounts reasonably paid by Lessor. Said demand shall be accompanied by proof of payment by Lessor of the amounts demanded. Late payments shall be subject to interest and charges set forth in the paragraph entitled "LATE CHARGES" above.

Lessee shall promptly deliver to Lessor copies of all hazardous waste manifests, and otherwise deliver such information to Lessor as Lessor may require, to evidence the proper disposal of all Hazardous Material removed from the Premises as part of Lessee's remediation of any contamination. Except as discharged into the sanitary sewer in strict accordance and conformity with applicable Hazardous Materials Laws, Lessee shall cause all Hazardous Material removed from the Premises as part of the required remediation of contamination to be removed and transported solely by duly licensed haulers to duly licensed facilities for final disposal of such materials and wastes.

f. Any other provision of this Lease to the contrary notwithstanding, Lessee's breach of any covenant contained in this section shall be an event of default empowering Lessor, in addition to exercising any remedy available at law or in equity, to terminate this Lease and to evict Lessee from the Premises forthwith in the manner provided by law and herein.

22. MAINTENANCE / COMMIT NO WASTE

This section delineates the Lessor's and the Lessee's rights and obligations with respect to maintenance of the Premises and access thereto.

- a. Starting with the construction of Lessee's Improvements and throughout its occupancy Lessee shall, at its sole expense and at all times, keep the Premises neat, clean, and in a sanitary condition; and keep and use the Premises in accordance with applicable laws, ordinances, rules, regulations, and requirements of governmental authorities. After the date of occupancy Lessee shall be responsible for all maintenance and repair of the Premises as described below.
- b. Lessee shall, prior to the Lessor granting any request to exercise the option to extend the term of this Lease, as set forth in subparagraph (c) of section 2 entitled TERM complete any construction required to extend the useful, safe, efficient life of the Lessee's Improvements through the end of the desired extension period.
- c. Vehicle Drive Lanes shall be maintained as follows:
 - i. Lessee will maintain the asphalt landside including parking and drive lanes within its Premises, including up to the center of the vehicle access drive lane to the airfield which will be the demarcation point between the leased Premises and future Lot 77 adjacent to the Premises.
 - ii. A portion of the vehicle entry from Higgins Airport Way will be outside of Lessee's Premises and the responsibility of the Lessor to maintain. Lessor will work with Lessee to coordinate maintenance work when needed.
- d. Lessee is responsible for maintenance of landscaping within its leased Premises. Lessee can maintain landscaping itself, or, at Lessee's option, the Lessor can maintain and bill back to Lessee.
- e. For the duration of this Lease, including options to extend, Lessee shall operate and maintain the Storm Water Infrastructure existing and constructed on the Premises. Lessee's Storm Water Infrastructure shall be constructed, operated and maintained in conformance with Skagit County storm water standards at Lessee's sole expense. Upon any failure by Lessee to so construct, operate or maintain the Storm Water Infrastructure which goes uncured more than thirty (30) days after notice of non-compliance from Lessor or Skagit County, shall entitle the Lessor to take such reasonable curative action as may be necessary and to be promptly reimbursed fully there for by Lessee.
- f. 50' Apron Area that is Non-AIP Funded. Port maintains asphalt apron area; Lessee maintains concrete apron area (20 feet out front of hangar).

g. Except for work done pursuant to subparagraph 22 (c) (ii), if Lessor performs any of the above items, Lessee shall reimburse the Lessor for the costs thereof.

23. UTILITIES / ASSESSMENTS

During construction and prior to the date of occupancy, Lessee agrees to contract with the appropriate provider and pay for all public utilities which shall be used in or charged against the Premises, and to hold the Lessor harmless from such charges.

After the date of occupancy, Lessor and Lessee will transfer all utilities into the name of the Lessee. Lessee shall pay to Fire District No. 6 (pursuant to the Inter-Local Agreement between the Fire District and Port District for construction of the Bayview Ridge Fire Station) for any industrial or commercial development of Lessor's property in the amount of \$244.00 per 1,000 square feet of building development.

24. INSOLVENCY

In the event Lessee becomes insolvent, voluntarily or involuntarily bankrupt, or if a receiver, assignee or other liquidating officer is appointed for the business of the Lessee, then the Lessor may cancel this Lease at Lessor's option.

25. TAXES

Lessee shall pay any taxes on the Premises and/or on the leasehold interest created by this lease and/or any activity arising under this Lease.

26. VENUE, COSTS AND ATTORNEYS' FEES

Venue for any lawsuit concerning this Lease shall exclusively be in Skagit County Superior Court. If by reason of default on the part of either party to this Lease agreement it becomes necessary to employ an attorney to recover any payments due hereunder or to enforce any provision of this Lease, the prevailing party, whether such party be the successful claimant or the party who successfully defended against the claim of the other party, shall be entitled to recover a reasonable attorney's fee and to be reimbursed for such costs and expenses as may have been incurred by such prevailing party, including those incurred on appeal.

27. TERMINATION/SURVIVAL

A. Upon termination of this Lease or any extension thereof, whether by expiration of the stated term or sooner termination thereon as herein provided, Lessee shall

surrender to Lessor said Premises peaceably and quietly and in the condition required under the paragraphs entitled "MAINTENANCE/COMMIT NO WASTE" and "DISPOSITION OF EQUIPMENT AND IMPROVEMENTS AT END OF LEASE." The Lessor has the right to request the Lessee to remove all improvements; including the building.

- B. The provisions of the following paragraphs hereof shall survive termination of the Lease: List: 10, 15, 20, 21, 23, 25, 26, 27, 33, 34, and 35.

28. DEFAULT AND RE-ENTRY

Time is of the essence of this agreement. (i) If (a) any Rent or other payment due from Lessee hereunder remains unpaid for more than five (5) days after the date it is due; (b) Lessee files a voluntary petition in bankruptcy or makes a general assignment to the benefit of, or a general arrangement with, creditors; (c) there is an involuntary bankruptcy filed against Lessee that has not been dismissed within thirty (30) days of filing; (d) Lessee becomes insolvent; or (e) a receiver, trustee, or liquidating officer is appointed for Lessee's business; (ii) If Lessee violates or breaches any of the other covenants, agreements, stipulations or conditions herein; or (iii) upon Lessor's discovery that Lessee made any misrepresentation (including omissions) of any fact or circumstance material to the Lessor's initial determination of the Lessee's suitability to become a tenant of the Lessor, and any violation or breach set forth in subsections (i) through (iii) above shall continue for a period of thirty (30) days after written notice of such violation or breach is sent to Lessee (unless such violation or breach cannot reasonably be cured within thirty (30) days, in which case Lessee shall not be in default hereunder so long as Lessee has commenced to cure such breach or violation within thirty (30) days and diligently continues to pursue such cure, so long as the cure in any case is completed within sixty (60) days after Lessor's written notice to Lessee), then Lessor may at its option, declare this Lease forfeited and the term hereof ended, or without terminating this Lease elect to re-enter and attempt to relet, in which event Lessee authorizes Lessor to relet the Premises or any part thereof for such term or terms (which may be for a term extending beyond the term of this Lease) and at such rent or rents and upon such other terms and conditions as Lessor in its sole discretion deems advisable. Upon each such reletting, all rents received by Lessor from such reletting shall be applied, first, to the payment of any amounts other than Rent due hereunder from Lessee to Lessor; second, to the payment of any costs and expenses of such reletting and renovation, including brokerage fees and attorneys' fees; third, to the payment of Rent due and unpaid hereunder, and the residue, if any shall be held by Lessor and applied to payment of future Rent as the same may become due and payable hereunder. If rent received from such reletting during any month are less than that to be paid during that month by Lessee hereunder, Lessee shall pay any such deficiency to Lessor, and Lessee covenants and agrees to pay Lessor for all other expenses resulting from its default, including, but not limited to, brokerage commissions, attorneys fees and the reasonable cost of converting the premises for the benefit of the next lessee. Delinquent Rent and other payments shall bear interest at the rate of eighteen percent (18%) per annum from the date

due until paid. In the event of any default hereunder and entry in, or taking possession of, the Premises, Lessor shall have the right, but not the obligation, to remove from the Premises all personal property located therein, and may store the same in any place selected by Lessor, including but not limited to a public warehouse, at the expense and risk of the owners thereof, with the right to sell such stored property, without notice to Lessee, after it has been stored for a period of thirty (30) days or more, with the proceeds of such sale to be applied to the cost of such sale and to the payment of charges for storage, and to the payment of any other sums of money which may then be due from Lessee to Lessor under any of the terms hereof.

29. ASSIGNMENT AND SUBLEASE

Lessee shall not, by operation of law or otherwise, assign or sublease any portion of the Premises except as set forth below.

- a. Lessee may, without approval of Lessor, sublease the Premises for the purposes of aircraft storage.
- b. Lessee may assign this Lease to a successor person or entity after approval by the Lessor subject to the following process:
 - 1) Lessee shall provide to Lessor notice of intent to assign Lease no less than sixty (60) days prior to the intended assignment. Such notice shall be in writing and shall at a minimum include: The assignee's name, representative, mailing and e-mail addresses, telephone and facsimile numbers.
 - 2) The Assignee shall, at least forty-five (45) days prior to the intended assignment date, provide: (i) full and complete information, as requested by Lessor, as to Lessee's financial ability and operational/business experience to successfully conduct business in the Premises and meet the obligations, financial and otherwise, under this Lease, including references; and (ii) assignee's proposed business plan for operations under the Lease in the Premises (collectively, "Assignee's Documentation").
 - 3) Lessor shall, within thirty (30) days of receipt of the complete Assignee's Documentation, approve the assignment/assignee unless it articulates in writing a reasonable basis for rejection consistent with its then-current approval criteria for tenants at Skagit Regional Airport or it articulates in writing the basis for its reasonable determination that the assignee cannot meet the terms of this Lease; provided, that Lessor's consent may, in any event, be conditioned on the requirement that there be no uncured defaults in the Lessee's obligations under this Lease by or at the date of the assignment and/or that the assignee meet certain reasonable conditions to assure compliance with the terms of the Lease, regulatory requirements, the Skagit Regional

Airport Master Plan or Skagit Regional Airport Minimum Standards.

- c. The consent of Lessor to any assignment or sublease shall not in any manner be construed to relieve Lessee from: 1) the requirement to obtain Lessor's express written consent to any other or further assignment; 2) its duties and obligations under the Lease.
- d. Lessee will not permit any use or activity to be conducted upon the Premises that is not allowed by the Lease, Skagit County zoning ordinances or Port of Skagit County rules and regulations, Skagit Regional Airport Master Plan or Skagit Regional Airport Minimum Standards. Lessee will not enter into any sublease agreement when the proposed use of the Premises requires a Special Use Permit, rezone, variance of any kind, environmental impact statement or any other use that requires special permission by a governing body, without prior written consent of the Lessor, which shall not be unreasonably withheld.
- e. Lessor reserves the right to adopt a policy or policies which specifically exclude certain types of business activities that are inconsistent with Lessor's planned development of the Skagit Regional Airport or the Bayview Business and Industrial Park. Lessee hereby agrees to comply with all such policy or policies that are not inconsistent with the section entitled "BUSINESS PURPOSE."
- f. Notwithstanding the above, any assignment or sublease to any parent, subsidiary or affiliate of Lessee, , and with and upon notice to Lessor and where Lessee, to the extent that Lessee survives, remains fully liable to perform all its then present and future obligations under the Lease, shall not be subject to Lessor's prior consent. Such assignee must agree in writing to be liable for all the then existing and future obligations of Lessee under this Lease. Additionally, the owners of the Lessee's stock/units at the commencement of this Lease shall be entitled to transfer ownership of such stock/units to their immediate family members (i.e. spouses, siblings, and/or children) without obtaining the Lessor's prior approval, so long as Lessee provides written notice of such transfers to Lessor within sixty (60) days of completing any such transfer.

30. LESSOR'S RIGHT TO ENTER PREMISES

Lessor and/or its authorized representatives shall have the right to enter the Premises at all reasonable times and upon reasonable advance notice to Lessee (as required below) for any of the purposes set forth below. Except in the event of bona fide emergencies, Lessor shall provide notice to Lessee not less than twenty-four (24) hours in advance of any such inspection.

- a. To determine whether or not the Premises are in good condition or whether the Lessee is complying with its obligations under this Lease;

Lessor: Port of Skagit County
Lessee: Schussboomer Properties, LLC
153534265.2
153534265.5

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- b. To do any necessary maintenance and to make any restoration to the Premises that the Lessor has the right or obligation to perform;
- c. To post "For Rent" or "For Lease" signs during any period that the Lessee is in default;
- d. To repair, maintain or improve the Premises; and
- e. To do any other act or thing necessary for the safety or preservation of the Premises.

Lessor shall not be liable in any manner for any inconvenience, disturbance, loss of business, nuisance, or other damage arising out of the Lessor's entry onto the premises as provided in this section except to the extent caused by Lessor's negligence or willful misconduct. Lessor shall conduct its activities on the Premises as provided herein in a manner that will cause the least inconvenience, annoyance or disturbance to the Lessee.

31. RETENTION OF AIRSPACE RIGHTS BY LESSOR

Lessor retains the public and private right of flight for the passage of aircraft in the airspace above the surface of the Premises, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or as hereinafter used, for navigation of or flight in said airspace and for use of said airspace for taking off from, landing on or operating at Skagit Regional Airport.

32. FEDERAL AVIATION ADMINISTRATION REQUIREMENTS

Lessee agrees:

- a. To prevent any operation on the Premises which would produce electromagnetic radiation's of a nature which would cause interference with security gates, any existing or future navigational aid or communication aid serving Skagit Regional Airport, or which would create any interfering or confusing light or in any way restrict visibility at the Airport; and
- b. To prevent any use of the Premises which would interfere with landing or taking off of aircraft at Skagit Regional Airport, or otherwise constitute an aviation hazard.

33. NOTICES

All notices or payment hereunder may be delivered or mailed. Below are the addresses of the parties:

Lessor: Port of Skagit County
Lessee: Schussboomer Properties, LLC
153534265.2
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LESSOR: Port of Skagit County
15400 Airport Drive
Burlington, WA 98233

Phone: (360) 757-0011
FAX: (360) 757-0014

LESSEE: Schussboomer Properties, LLC
P.O. Box 1420
Anacortes, WA 98221

Phone: (360) _____
Cell: (360) 708.8516

34. TIME IS OF THE ESSENCE

a. It is mutually agreed and understood that time is of the essence of this lease and that a waiver of any default of Lessee shall not be construed as a waiver of any subsequent default, and that any notice required to be given under this lease may be given by United States Mail addressed to the party identified in the paragraph entitled "NOTICES" of this lease.

b. Should Lessee not commence construction of its improvements by December 15, 2021 or complete its improvements and obtain a certificate of occupancy for its hangar by October 1, 2022 (subject to delays caused by events outside of Lessee's reasonable control provided that such circumstances are promptly reported to Lessor and Lessee agrees to take reasonable steps to mitigate the effects of such events on the schedule for construction of the improvements); Lessor may terminate this Lease without recourse for either party against the other.

35. INTEGRATION AND INTERPRETATION

This Lease contains the full understandings and all terms and conditions to which the parties have agreed and all prior discussions, negotiations, letters of intent and/or intent to lease proposals shall be disregarded when construing this Lease. This Lease shall be interpreted pursuant to Washington law and under the principle of "neutral authorship," each party having access to its own attorney.

36. CONTINGENCIES

a. The parties' obligations pursuant hereto are expressly contingent upon the following conditions:

- I. Lessee's ability to obtain all necessary permits for Lessee's anticipated improvements no later than December 1, 2021 (or such later date as Lessor and Lessee may mutually agree if additional time is necessitated due to delays in the permitting process).
- II. Lessee's approval, in its own discretion, of the costs of the Lessee's improvements no later than November 1, 2021.
- III. The parties' mutual agreement to a design and construction schedule for all

Lessor: Port of Skagit County
Lessee: Schussboomer Properties, LLC
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improvements once all other contingencies are met or waived.

b. In the event all the foregoing contingencies are not met or waived by November 1, 2021, this Lease and the obligations of the parties hereunder shall terminate without recourse for either party against the other.

IN WITNESS WHEREOF, Lessor has caused this instrument to be signed by its president and secretary on the date and year first above written.


LESSOR:

LESSEE:

PORT OF SKAGIT COUNTY

Schussboomer Properties, LLC


Kevin Ware, Commission President


Kevin Welch, Member

9/14/21
Date

9/14/2021
Date


Steve Omdal, Commission Secretary


Jenny Welch, Member

9/14/21
Date

9/14/2021
Date

[NOTARIES ON FOLLOWING PAGES]

STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

On this 14th day of September, 2021, before me, the undersigned, a Notary Public in and for the state of Washington, duly commissioned and sworn, personally appeared Kevin Ware and Steve Omdal, to me known to be the president and secretary, respectively of the Port Commission of the Port of Skagit County, a municipal corporation, the municipal corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the said instrument.

Witness my hand and official seal hereto affixed the day and year first above written.



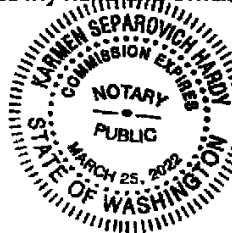
Deborah D. Hamilton
Notary Public in and for the state of
Washington, residing at Burlington
My commission expires: 5/13/23

Printed Name: Deborah D. Hamilton

STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

On this 14th day of September, 2021, before me, the undersigned, a Notary Public in and for the state of Washington, duly commissioned and sworn, personally appeared Kevin Welch, to me known to be a member of the limited liability company that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

Witness my hand and official seal hereto affixed the day and year first above written.



Karmen Separovich Hardy
Notary Public in and for the state of
Washington, residing at Anacortes
My commission expires: 03/25/2022

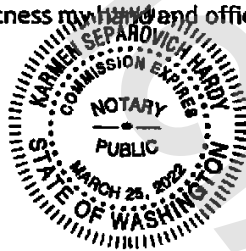
Printed Name: Karmen Separovich Hardy

Lessor: Port of Skagit County
Lessee: Schussboomer Properties, LLC
153534265.2
153534265.5

STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

On this 14th day of September, 2021, before me, the undersigned, a Notary Public in and for the state of Washington, duly commissioned and sworn, personally appeared Jenny Weich, to me known to be a member of the limited liability company that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

Witness my hand and official seal hereto affixed the day and year first above written.



Karmen Separovich Hardy

Notary Public in and for the state of
Washington, residing at Anacortes
My commission expires: 03/25/2022

Printed Name: Karmen Separovich Hardy

Exhibit 'A'
LEASE AREA DESCRIPTION



Pacific Surveying & Engineering, Inc
land surveying • civil engineering • consulting • environmental
909 Squallicum Way #111, Bellingham, WA 98225
Phone 360.671.7387 Facsimile 360.671.4685 Email info@pseurvey.com

A PORTION OF LOT 72, ALTERATION TO AMENDED SKAGIT REGIONAL AIRPORT BINDING SITE PLAN, PHASE 1, ACCORDING TO THE MAP THEREOF, RECORDED UNDER SKAGIT COUNTY AUDITOR'S FILE NO. 202112100111, TOGETHER WITH A PORTION OF GOVERNMENT LOT 2 LYING WITHIN THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 3, TOWNSHIP 34 NORTH, RANGE 3 EAST, W.M., SKAGIT COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 72; THENCE ALONG THE NORTHWESTERLY LINE THEREOF, SOUTH 59°20'54" WEST, 15.50 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 59°20'54" WEST, 188.58 FEET; THENCE SOUTH 30°39'00" EAST, 255.22 FEET; THENCE AT RIGHT ANGLES, NORTH 59°21'00" EAST 190.14 FEET; THENCE PARALLEL WITH AND 15.50 FEET SOUTHWESTERLY OF THE EAST LINE OF SAID LOT 72, NORTH 31°00'00" WEST, 255.23 FEET TO THE POINT OF BEGINNING.

SUBJECT TO EASEMENT FOR INGRESS AND EGRESS RECORDED UNDER SKAGIT COUNTY AUDITOR'S FILE NO. 202104190114

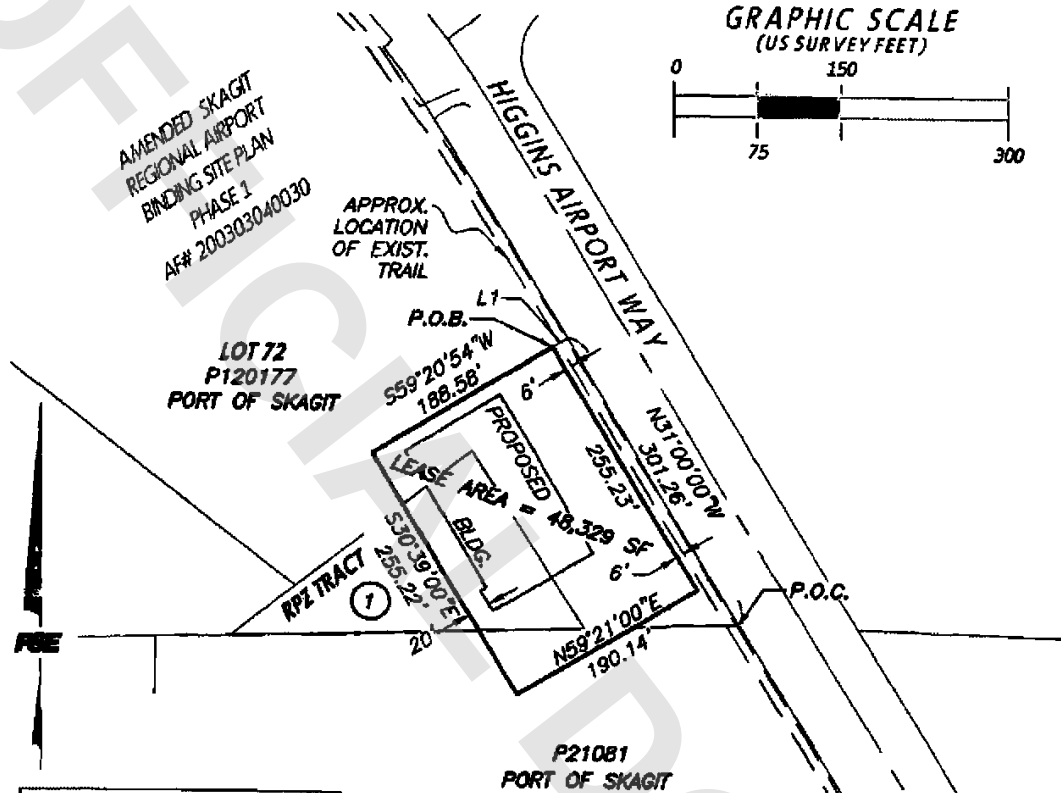
CONTAINING 48,329 SF, MORE OR LESS.

SITUATE IN SKAGIT COUNTY, WASHINGTON.

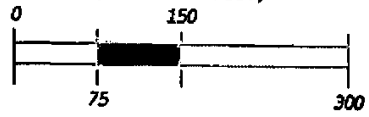


EXHIBIT - 'B'

SITUATE IN A PORTION OF GOV'T LOT 2 AND THE NW 1/4 OF THE NE 1/4 OF SECTION 3, TOWNSHIP 34 NORTH, RANGE 3 EAST, W.M., SKAGIT COUNTY, WASHINGTON



GRAPHIC SCALE
(US SURVEY FEET)



LINE TABLE		
LINE	BEARING	LENGTH
L1	S59°20'54"W	15.50

OWNERSHIP TABLE	
①	P120192; PORT OF SKAGIT



PACIFIC SURVEYING & ENGINEERING, INC.

909 Squakum Way, Suite 111 | BELLINGHAM, WA 98225
 T: 360.671.7387 | F: 360.671.4685
 WWW.PSESURVEY.COM | INFO@PSESURVEY.COM



EXHIBIT C
SCHUSSBOOMER HANGAR
 BURLINGTON, WASHINGTON
 PRE-APPLICATION DRAWINGS

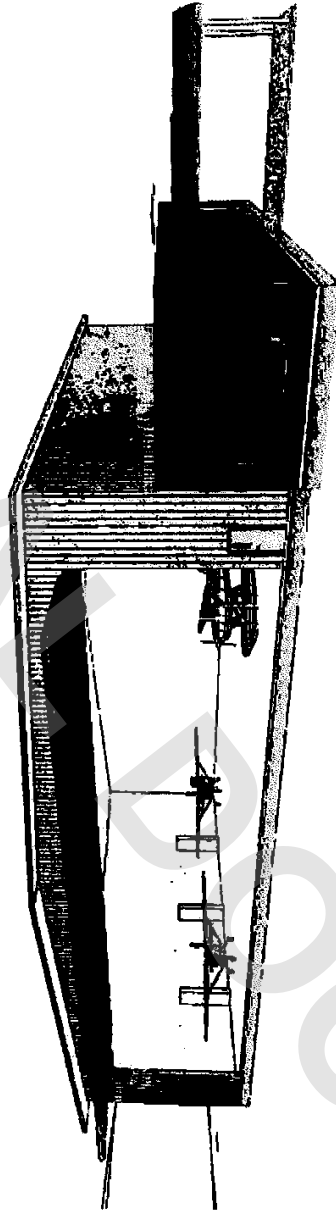


PHOTO COURTESY OF
 SCHUSSBOOMER PROPERTIES, LLC



PRE-APP
 Pre-Application
 Schussboomer
 Hangar

NO.	REVISION	DATE	BY	CHKD

TITLE SHEET

A000
 PROJECT SHEET

PROJECT TEAM

ARCHITECT
 STEVENSON STRUBLE MARTINSON
 500 1ST AVE, SUITE 200
 BURLINGTON, WA 98222
 PHONE: 360-888-9742

OWNER AND DEVELOPMENT GROUP
 SCHUSSBOOMER PROPERTIES, LLC
 1011 1ST AVE, SUITE 200
 BURLINGTON, WA 98222
 PHONE: 360-888-9742

ARCHITECT
 BROWNWOOD & ASSOCIATES, LLC
 1000 1ST AVE, SUITE 200
 BURLINGTON, WA 98222
 PHONE: 360-888-9742

OWNER
 TO BE DETERMINED

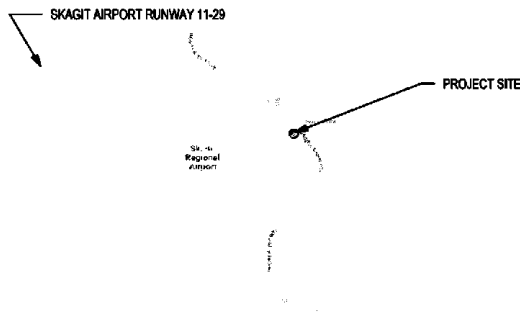
ARCHITECT
 SCHUSSBOOMER PROPERTIES, LLC
 1011 1ST AVE, SUITE 200
 BURLINGTON, WA 98222
 PHONE: 360-888-9742

PROPERTY OWNER
 PORT OF STUART COUNTY
 1000 1ST AVE, SUITE 200
 BURLINGTON, WA 98222
 PHONE: 360-888-9742

ABBREVIATIONS

This Is A Standard List Of Abbreviations Used By This Office. Items Listed May Or May Not Be Used On This Set Of Drawings.

A	A.b. Anchor Bolts Ac. Acoustical Add. Addition Adj. Adjustable / Adjacent A.F.I. Above Finished Floor Alt. Alternate	K	Kit. Kitchen
B	Bld. Building Blk. Block B.O. By Owner Btm. Bottom B.U.C. Built Up Column BWP. Braced Wall Panel	L	Lav. Lavatory Ml. Microlam timber Isl. Timberstrand timber
C	Cab. Cabinet Cdr. Cedar C.j. Control Joint Clg. Caulking C.L. Centerline CMU Concrete Masonry Unit Col. Column Conc. Concrete Constr. Construction Cont. Continuous	M	Mat. Material Max. Maximum M.b. Machine Bolt Mech. Mechanical Memb. Membrane Min. Minimum Mir. Mirror Mtl. Metal
D	D. Dryer Dbl. Double Df Douglas Fir Dn. Down DS Downspout Dtl. Detail DW Dishwasher Washer	N	(n) New NIC Not In Contract NTS Not To Scale
E	Ea. Each EL Elevation Elec. Electrical Elev. Elevator EQ Equal Equip. Equipment (e) Existing Exisl. Existing Ext. Exterior	O	OC On Center OFCl Owner Furnish / Contractor Installed Oprng. Opening OSB Oriented Strand Board
F	FD Floor Drain Fin. Finish F.F. Finished Floor FS Finished Slab FLR Floor Fnd. Foundation F.o.c. Face Of Concrete F.o.s. Face Of Studs FL Foot Or Feet Fur. Furring F.e. Fire Extinguisher	P	Plam Plastic Laminate Ply Plywood PR Pair PSL Parallam timber PT Pressure Treated
G	Ga. Gauge Galv. Galvanized Glu-lam Glue Laminated GLB Glue Lam Beam Gr. Grade GWB Gypsum Wallboard	R	R. Riser Rad., R Radius R.d. Roof Drain Ref. Reference Reqd. Required Rm. Room RO Rough Opening
H	HB Hose Bib HC Hollow Core Horz. Horizontal Hr. Hour Hdr. Header	S	SC Solid Core Sect. Section SF Square Feet Shg. Sheathing Sim. Similar Spec. Specification Sq. Square SS Stainless Steel Std. Standard Stl. Steel Stor. Storage SS Storm Sewer Susp. Suspended
I	Insul. Insulation Int. Interior	T	T. Tread TOF Top Of Footing TOC Top Of Curb T&G Tongue & Groove Thk. Thick TOS Top Of Slab TOW Top Of Wall Tv Television Typ. Typical
J	Jt. Joint Jst. Joist	U	UNO Unless Noted Otherwise
		V	Var. Varies VCT Vinyl Composition Tile Vert. Vertical Vest. Vestibule
		W	W. Washer W/ With WC Water Closet WD Wood W/O Without WP Water Proof WWF Welded Wire Fabric



GENERAL NOTES

1. These notes are general in nature and are intended to set the minimum standards for construction. Any conditions, if discovered, which are not clear or are different than required by code or site conditions shall be brought to the attention of the architect immediately. The contractor shall verify all dimensions and conditions on all sheet drawings and in the field, and notify the architect of any discrepancies before proceeding.
2. Specific notes and details shall take precedence over general notes and typical details.
3. Dimensions shall supersede scale, and are measured from edge of stud.
4. All work shall conform to the latest approved editions of the standards listed in "codes" above.
5. Errors, omissions, and discrepancies, if any, shall be referred to the Architect immediately for direction of how to proceed.
6. Verify all rough-in dimensions for equipment plans provided by others (design/build sub-contractors). Provide block-outs, blocking, backing and jacks required for ducts, pipes, conduits, equipment, fixtures, and cabinets. Verify size and locations.
7. Verify location of all existing utilities including but not limited to sewer, septic, water, gas, power, and telephone/data. Cap, mark, and protect.
8. Details are intended to show the intent of the design. Minor modification may be required to suit the field dimensions or conditions and such modifications shall be included as part of the work of the contract.
9. Separate permits are required for Plumbing, Mechanical, Electrical, Fire Sprinkler, Fire Alarm systems, and Signage.
10. All exposed exterior sheet metal shall be galvanized, primed, and painted.
11. All wood in contact with concrete shall be pressure treated. Pressure treated wood shall be used for wood members which form the structural support of balconies, decks, or porches, etc. when such members are exposed to the weather.
12. Slope all decks, patios, and walkways away from the building a minimum of 1/8" per foot for positive drainage away from the structure.
13. Provide expansion control joints in all concrete slabs as required to control cracking, saw cut all slabs as required.
14. Provide fire blocking, draftstops, and firestops in attics, floors, and wall cavities as required per the IBC.
15. Roof drains and overflow drains shall comply with the IPC & IBC and wall cavities as required per the IBC.
16. Drawings indicate general and typical details of construction. Where conditions are not specifically indicated but are of similar condition or character to details shown, similar details of construction shall be used subject to review by the Architect.
17. Contractor shall be responsible for all safety precautions and the means, methods, techniques, sequences or procedures required to perform the work in a safe manner.
18. Contractor shall retain one set of plans to note and document all changes during construction as well as a log of changes including summary of why there is a change. These documents shall be a part of the Contractor's close-out package to the Owner. The close-out package shall include shop drawings, product literature, equipment manuals and warranty information, and all other supporting documents associated with the facility.
19. Contractor shall provide solid blocking for nailing all interior and exterior trims, finishes, fixtures, and finishes. The Contractor shall provide all necessary framing and bracing for the installation of Owner furnished items such as signage, art, etc.
20. Where existing or completed work is damaged, cut, or defaced due to performance of new work, the Contractor shall patch and repair same to match adjacent surfaces. Repaired finishes shall be extended to the nearest visual break lines such as corners, ceilings, top of base or similar.
21. The Contractor shall consult plans of all trades, including design/build documents to verify size, weight, power, location, and other requirements for those items to be installed prior to commencement of work.
22. Building Envelope:
 - A. Slab Insulation shall conform to the specifications and, if exposed, shall be permanently protected against damage from all sources.
 - B. All Insulation shall meet the minimum thickness and density as prescribed in the plans. Insulation shall be installed according to the manufacturer's recommendations.
 - C. Doors and glazing shall meet or be less than U-Values shown in the plan.
 - D. Air leakage is controlled by sealing or caulking all joints and gaps in framing and building components. Sealants shall be of the non-hardening type.
 - E. Wall, Ceiling, and Slab insulation shall be as called out on the approved plans and shall conform to the energy code standards regarding densities and R-Values. An appropriate moisture barrier shall be continuous and sealed.

BUILDING INFORMATION

PROJECT ADDRESS: 15400 AIRPORT DRIVE
BURLINGTON, WA 98233

LEGAL DESCRIPTION: AMENDED SKAGIT REGIONAL AIRPORT BINDING SITE PLAN, PHASE 1, LOT 72, ACRES 7.29, AFR200303040030, (FORMERLY SKAGIT REGIONAL AIRPORT BINDING SITE PLAN PHASE 1, AFR808220002), AFR200303040030, (FORMERLY SKAGIT REGIONAL AIRPORT BINDING SITE PLAN PHASE 1, AFR808220002).

SECTION: 34 TOWNSHIP: 35 RANGE: 03

PARCEL ID: P120177

ZONING: SKAGIT COUNTY AVR ZONE

BUILDING AREAS & OCCUPANCY:			
MAIN FLOOR	OCCUPANCY	AREA	OCCUPANT LOAD
AIRCRAFT STORAGE	S-1	14,100 SQ. FT.	1/800 = 29
ANCILLARY OFFICES	S-1	2,529 SQ. FT.	1/800 = 6

BUILDING DESCRIPTION: TYPE II-B, SINGLE-STORY, S-1 OCCUPANCY, AIRCRAFT STORAGE

CURRENT SITE AREA: 7.29 ACRES SQ. FT.

PARKING LOT & CIRCULATION AREA: XXX SQ. FT.

LOT COVERAGE BY STRUCTURES: XXX SQ. FT.

LANDSCAPE AREA: XXX SQ. FT.

PROPERTY OWNER INFORMATION

Port of Skagit County
15400 Airport Dr.
Burlington, WA 98233

BUILDING OWNER INFORMATION

Schuseboomer Properties, LLC
PO BOX 1420
Anacortes, WA 98221

PROJECT DESCRIPTION

New construction of a pre-engineered metal building for aircraft storage and ancillary office space.

CODES

2019 INTERNATIONAL BUILDING CODE (IBC)
2019 INTERNATIONAL MECHANICAL CODE (IMC)
2018 UNIFORM PLUMBING CODE (UPC)
2020 NATIONAL ELECTRICAL CODE (NFPA 70)
2019 WASHINGTON STATE ENERGY CODE (WSEC)
2018 INTERNATIONAL FIRE CODE (IFC)
2009 ICC A117.1

Deferred Submittals

HVAC
Fire Sprinkler
Fire Alarm

Special Inspections

Structural Concrete and Reinforcing Steel
Anchor Bolts in Concrete
Site Compaction

SKAGIT COUNTY MUNICIPAL CODE

1. Zoning Category: AVR - Aviation Related [14.16.200]
 - a. Purpose: The purpose of the Aviation Related district is to provide a place for regional airfields and uses which require proximity and access to an established airfield. Land designated as AVR should be located adjacent and accessible to airport terminals, hangar areas, taxiways, and related facilities. Federal Aviation Administration regulations and the applicable Airport Master Plan for the airport facility under review further restrict building and site development within the AVR zone.
2. Permitted Primary Uses:
 - a. (c) Aircraft maintenance and repair
 - b. (d) Aircraft parking and hangars
3. Conditional uses, with Hearing Examiner approval:
 - a. None apply
4. Development Standards:
 - a. Lot Size (minimum in zone): none
 - b. Maximum Building Height: 30 feet x inches closest to runway with a 7/1 slope from there. Note: Buildings are regulated under the (AEG).
 - c. Minimum Yard Setbacks:
 1. Front yard: 0 feet
 2. Side, interior: 0 feet
 3. Side street: 0 feet
 4. Rear: 0 feet

- Airport Environs Overlay (AEO)**
1. Skagit Regional Airport is an essential public facility as designated in the Skagit County Comprehensive Plan, provides an important transportation service to the region, and is a vital asset to facilitate economic growth in the County.
 - a. Protect the long-term viability of Skagit Regional Airport; and
 - b. Promote land uses compatible with the airport within the airport's designated environs.
 2. New buildings, structures, subdivisions, binding site plans, or land uses and their associated permits or approvals are subject to the provisions of this section.
 - a. exception: (v) Uses as determined by the Administrative Official to be minor or incidental and within the intent or objective of these regulations.
 3. Transitional Surface. The transitional surface extends outward and upward at right angles to the runway centerline and extends at a slope of 7 feet horizontally for each one-foot vertically (7:1) from the sides of the primary and approach surfaces. The transitional surfaces extend to the point at which they intercept the horizontal surface at a height of 150 feet above the established airport elevation (i.e., highest runway end elevation).
 4. Height:
 - a. Per Federal Aviation Regulations (FAR) rule 77.23 and 77.5 the proposed building plan shall be submitted to the Federal Aviation Administration (FAA) for approval.
 - b. Maximum height shall be determined by rule 77.5

- Additional Compatibility-Zone-Specific Restrictions (ACZ)**
1. No new structures or uses allowed (except aviation-related Port uses), other areas 100% open space.

2016 NFPA 409

GROUP I and II AIRCRAFT HANGARS

- 5.6.1 Group II hangars shall be constructed of any of the types of construction specified in NFPA 220 or any combination thereof. (Type II-B proposed).
- 5.6.2 Where aircraft storage and servicing areas are subdivided into separate fire areas, the separation shall be by a fire barrier wall having not less than a 2-hour fire resistance rating. Any openings in such fire barrier walls communicating directly between two aircraft storage and servicing areas shall be provided with a listed 2-hour fire door or 2-hour shutter actuated from both sides of the wall. Where areas are of different heights, the tallest wall shall have a fire resistance rating of not less than 2 hours.
- 5.6.3 Where two or more aircraft storage and servicing areas constituting separate fire areas are separated by continuous offices, shops, and parts storage areas, one of the two walls between the aircraft storage and servicing areas and the offices, shops, and parts storage areas shall comply with 5.2.1. The other wall shall comply with 5.2.3.
- 5.6.3.1 Partitions and ceilings separating aircraft storage and servicing areas from all other areas, shops, offices, and parts storage areas shall have at least a 1-hour fire resistance rating with openings protected by listed fire doors or shutters having a minimum fire resistance rating of 45 minutes.
- 5.6.4 Where a storage and servicing has an attached, adjoining, or contiguous structure, such as a lean-to, shop, office, or parts storage area, the wall common to both areas shall have at least a 1-hour fire resistance rating, with openings protected by listed fire doors having a minimum fire resistance rating of 45 minutes and actuated from both sides of the wall.
- 5.3 Clear Space Distance Requirements Around Hangars:
 - 5.3.1 Precautions shall be taken to ensure ready access to hangars from all sides. Separation shall be provided to reduce fire exposure between buildings. The clear space specified in Table 5.3.1 shall not be used for the storage or parking of aircraft or concentrations of combustible materials, nor shall buildings of any type be erected therein.
 - 5.3.2 For single hangar buildings, the clear space distances specified in Table 5.3.1 shall be maintained on all sides of the single hangar. Where mixed types of construction are involved, the less fire-resistant type of construction shall be used to determine clear space required.
 - 5.3.2.1 Where both exposing walls and openings therein of adjacent single hangar buildings have a minimum fire resistance rating of at least 3 hours, no minimum separation distance shall be required.
 - 5.3.2.2 Where the exposing wall and any openings therein of one hangar have a minimum fire resistance rating of at least 2 hours, the minimum fire separation distance shall be permitted to be reduced to not less than 25 feet for single hangar buildings.
 - 5.3.2.3 Where the exposing walls of both buildings have a minimum fire resistance rating of at least 2 hours, with all windows protected by listed glass in fixed steel sash having a minimum fire resistance rating of 45 minutes, with outside sprinkler protection and each doorway protected with one automatically operated listed fire door having a minimum fire resistance rating 1 1/2 hours, the clear space distance shall be permitted to be reduced to not less than 25 feet between single hangar buildings. Under such conditions, the glass area in the exposing walls shall be not more than 25 percent of the wall area.
- 5.4 Floors:
 - 5.4.1 The surface of the grade floor of aircraft storage and servicing areas, regardless of type of hangar construction, shall be noncombustible and above the grade of the approach or apron at the entrance to the hangar.
 - 5.4.2 The floors of adjoining areas that pose flammable or combustible liquid spill hazards and that connect with aircraft storage and servicing areas shall be noncombustible and shall be designed to prevent a spill from entering the aircraft storage and servicing area.
 - 5.4.3 Floor openings in multistoried sections of hangars shall be enclosed with partitions or protected with construction having a fire resistance rating not less than that required for the floor construction where the opening is made.
- 5.5 Roofs:
 - 5.5.1 Roof coverings shall be of an approved type of tile, slate, metal, or asphalt shingle or of built-up roofing finished with asphalt, slate, gravel, or other approved material. Roof coverings shall be listed as Class A or Class B.
 - 5.5.2 Where insulated metal deck assemblies are used, they shall meet or exceed FM Class 1 or UL Fire Classified ratings.
 - 5.5.3 Spaces under roofs, created where suspended ceilings are provided in aircraft storage and servicing areas, shall be out of from the areas below so that the space cannot be used for storage or other occupancy. The space shall be provided with ventilation louvers to ensure air circulation therein.
- 5.6 Primary Structural Steel Columns Supporting the Roof
 - 5.6.1 In aircraft storage and servicing areas, protection of columns shall be required in accordance with Section 5.6.
 - 5.6.2 All columns of the aircraft storage and servicing areas shall be made the resistant using listed materials and methods to provide a fire-resistive rating of not less than 2 hours.
 - 5.6.2.1 All fire-resistant materials used to protect columns shall be of the type that resists damage from discharge of the fixed fire protection system.
 - 5.6.3 Fixed water or foam-water systems or additional discharge devices as an extension of the overhead system shall be permitted to be used in lieu of a 2-hour fire resistance rating, if such systems are designed specifically to protect the columns. Overspray from overhead sprinklers to protect columns shall not be permitted.

- 5.6.3.1 Distances between discharge devices vertically shall not exceed 10 feet.
- 5.6.3.2 The use of discharge devices with any nominal K-factor for column protection shall be permitted.
- 5.6.3.3 A listed strainer shall be provided on the supply side of discharge devices with nominal K-factors of less than K-40.
- 5.6.3.4 Vertical structural steel members shall be protected by discharge devices and piping of such size and arrangement as to discharge a net rate of not less than 10.2 (L/min) / m² (0.25 gpm/ft²) over the welded area.
- 5.6.3.5 Discharge devices for the protection of columns within the remote area of the overhead sprinkler systems shall be included in the calculations for the overhead system.
- 5.6.4 All fire-resistant materials used to protect structural steel columns shall be of a type that resists damage from discharge of the fixed fire protection system.
- 5.11 Drainage of Apron Hangar Floors
 - 5.11.1 Apron Drainage.
 - 5.11.1.1 The apron or approach at the entrance to the hangar shall slope away from the hangar with a minimum grade of 0.5 percent (1:200) for the first 15 m (50 feet).
 - 5.11.2 Hangar Floor Trench Drainage:
 - 5.11.2.1 In aircraft storage and servicing areas of hangars, floor trench drainage in accordance with 5.11.2.2 through 5.11.2.1.2 shall be provided.
 - 5.11.2.2 Floor trench drainage systems shall be provided to restrict the spread of fuel in order to reduce the fire and explosion hazards from fuel spillage.
 - 5.11.2.3 Trench drainage systems shall be designed to reduce fire and explosion hazards within the systems to the maximum extent by the use of noncombustible underground piping and by routing trench drainage as directly as possible to a safe outside location. Such systems shall be designed with traps or be provided with ventilation to prevent vapor mixtures from forming within the underground trench drainage system.
 - 5.11.2.4 Oil separators shall be provided for the trench drainage systems serving all aircraft storage and servicing areas. These separators shall be permitted to serve each hangar trench drainage system or a group of hangar trench drainage systems or be installed as part of a general airport trench drainage system.
 - 5.11.2.11 In aircraft storage and servicing areas protected by water sprinkler systems or foam-water systems, a bypass shall be provided around each separator to allow for emergency direct disposal of water and flammable liquids. Separator systems shall discharge flammable liquid products to a tank, cistern, or sump located away from any exposures.
 - 5.11.2.12 Grates and drain covers shall support the joint loading of the heaviest type of aircraft or equipment to be housed in the hangar. Grates and covers shall be removable to facilitate cleaning and flushing.
 - 5.12.2 In aircraft storage and servicing areas, no heating, ventilating, and air-conditioning equipment employing an open flame or glowing element shall be installed, other than as provided for in 5.12.5.
- 5.12.5 Suspended or Clevered Heaters
 - 5.12.5.1 In aircraft storage and servicing areas, listed electric, gas, or oil heaters shall be permitted to be used if installed as specified in 5.12.5.2 through 5.12.5.4.
 - 5.12.5.2 In aircraft storage and servicing areas, heaters shall be installed at least 10 feet above the upper surface of wings or of the engine enclosures of the highest aircraft that are capable of being housed in the hangar. The measurement shall be made from the wing or engine enclosure, whichever is higher from the floor, to the bottom of the heater.
- 5.13 Lighting and Electrical Systems
 - 5.13.3 In aircraft storage and servicing areas, main distribution panels, metering equipment, and other electrical equipment shall be located in a room separated from the aircraft storage and servicing areas by a partition having at least a 1-hour fire resistance rating. The partition shall not be penetrated except by electrical recesses, which shall be protected by approved sealing methods maintaining the same fire resistance ratings as the partition.
- 5.14 Where provided, lightning protection shall be installed in accordance with NFPA 780.
- 5.15.1 Aircraft storage and servicing areas, shall be provided with grounding facilities for removal and control of static electrical accumulations on aircraft while aircraft are stored or undergoing servicing in a hangar in accordance with 5.15.2 and 5.15.3.
- 5.15.2 Floor-grounding receptacles shall be provided and shall be either grounded through individual driven electrodes or electrically bonded together in a grid system and the entire system grounded to underground metal piping, such as cold water piping, or driven electrodes. Where driven electrodes are used, they shall consist of 5/8 inch diameter or larger metal rods driven at least 5 feet into the ground. Floor grounding receptacles shall be designed to minimize the tripping hazard.
- 7.1.1 The protection of aircraft storage and servicing areas of Group II aircraft hangars shall be in accordance with any one of the following:
 1. The provisions of Chapter 6, unless foam-water deluge systems utilizing air-aspirating discharge devices are installed for the protection of Group II aircraft hangars, in which case the discharge rate specified in 6.2.2.1 of this standard is permitted to be reduced to a minimum of 0.5 L/min/ft² (0.18 gpm/ft²) of floor area.
 2. A combination of automatic sprinkler protection in accordance with Section 7.2 and an automatic, low-level, low-expansion foam system in accordance with Sections 7.3 and 7.4.
 3. A combination of automatic sprinkler protection in accordance with Section 7.2 and an automatic, high-expansion foam system in accordance with Sections 7.3 and 7.5.
 4. A closed-head foam-water sprinkler system in accordance with Section 7.6

2018 INTERNATIONAL FIRE CODE

Access road Fire Safety and Evacuation plan (403):
not required < 500 occupants.

Aircraft Maintenance (IFC 2004)

2004.1 Transferring flammable and combustible liquids. Flammable and combustible liquids shall not be dispensed into or removed from a container, tank, vehicle, or aircraft except in approved locations.

2004.5 Running engines. Aircraft engines shall not be run in aircraft hangars except in approved engine test areas.

Site ID (505)

Provide minimum of 4: high letters identifying the address from the Street.

Water Supply (507):

Provide hydrant to within 600 feet of building with sprinklers.

Room ID (509):

Identify all rooms with firefighting equipment
Identify all mechanical equipment and flue spaces

Clearances-roof (605.11)

Provide a minimum of 6 feet for clear pathway around the perimeter of the roof.

Finishes (903)

Group to have a Class C finish with:
Flame Spread index of 76-200
Smoke developed index of 0-450

2018 WSEC Requirements

WSEC C406 Additional Energy Package Options:

As required by Washington State Energy Code, the following two energy options are to be used on this project.

1. C406.2: More efficient HVAC equipment and fan performance.
2. C406.6: Dedicated outdoor air system (DOAS).

The General Contractor is in control and the lead coordination of subs and will be primary responsible to achieve a passing test. The GC is to coordinate all sealing of penetrations as required to prepare for required air barrier testing.

C402.5.1 Air Barriers:

A continuous air barrier shall be provided throughout the building thermal envelope. The air barriers shall be permitted to be located on the inside or outside of the building envelope, located within the assemblies composing the envelope, or any combination thereof. The air barrier shall comply with Sections C402.5.1.1 and C402.5.1.2.

C402.5.1.1 Air Barrier Construction:

1. The air barrier shall be continuous for all assemblies that are the thermal envelope of the building and across the joints and assemblies.
2. Air barrier joints and seams shall be sealed, including sealing transitions in places and changes in materials. The joints and seals shall be securely installed in or on the joint for its entire length so as not to dislodge, loosen, or otherwise impair its ability to resist protective and negative pressure from wind, stack effect, and mechanical ventilation.
3. Penetrations of the air barrier shall be caulked, gasketed, or otherwise sealed in a manner compatible with the construction materials and location. Sealing shall allow for expansion, contraction and mechanical vibration. Joints and seams associated with penetrations shall be sealed in the same manner or taped. Sealing materials shall be securely installed around the penetrations so as not to dislodge, loosen or otherwise impair the penetrations' ability to resist positive and negative pressure from wind, stack effect, and mechanical ventilation. Sealing of concealed fire sprinklers, where required, shall be in a manner that is recommended by the manufacturer. Caulking or other adhesive sealants shall not be used to fill voids between fire sprinkler cover plates and walls or ceilings.
4. Recessed lighting fixtures shall comply with Section C402.5.8. Where similar objects are installed which break the air barrier, provisions shall be made to maintain the integrity of the air barrier.
5. Construction documents shall contain a diagram showing the buildings pressure boundary in plan(s) and section(s) and a calculation of the area of the pressure boundary to be considered in the test.
6. All ceiling exhaust fan ducting to be insulated as per code & to have as few bends as possible & to terminate at the exterior of the building.
7. One perm or less vapor retarder (ie: kraft paper, PVA paint etc..) is to be installed on the warm side of all insulation.
8. All recessed light fixtures in the thermal envelope to be certified under ASTM E-283 and so labeled, or sealed around the exterior in an approved manner to be air tight.
9. All water pipes in unheated spaces to be insulated to a min of R-3.
10. Exterior doors to be adjusted so weather-stripping, threshold, & door sweep are working properly & seal well.
11. Energy standards: Provide the following energy features:
 - a. Windows: minimum u-value of glazing:

glazing	UVal	SHGC
non - north	0.30	0.40
north	0.30	0.40

Insulation shall be installed per Table C402.1.3 of the WSEC, Commercial:

Building Type	Climate Zone Marine 4C:		
	Roofs	Walls, Above Grade	Slab-on-Grade Floors
Metal Building	R25 +R-11 LS	R-19ci	R-10 for 24" below

Notes:
ci = continuous insulation
LS = Linear System

2018 INTERNATIONAL BUILDING CODE

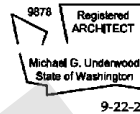
1. Use and Occupancy classification: [Section 304]
 - a. Storage Group S-1, [311.2]
 - b. 16,629 sq. ft.
2. Type of Construction: [Chapter 8]
 - a. III-B, S (sprinkled)
3. Allowable Building Heights: [Table 504.3]
 - a. Group S, III-B, S = 75 feet. (Proposed = 41'-7")
4. Allowable Stories Above Grade: [Table 504.4]
 - a. Group S, III-B, S = 3 stories. (Proposed = 1 story)
5. Allowable Area: [Table 506.2]
 - a. Group S, III-B, S = 70,000 sf. (Proposed = 16,629 sf)
6. Fire Resistance Ratings Requirements for Building Elements: [Table 601]
 - a. Type III-B requirements for new construction:

1. Primary structure:	0 hour
2. Bearing walls:	2
3. Non-bearing interior:	0
4. Floor construction:	0
5. Roof construction:	0
7. Fire Resistance Ratings Requirements for Exterior Walls based on Fire Separation Distance: [Table 602]
 - a. Fire Separation Distance category:
 - east, south and west walls are > 30 ft.
 - north wall is ≥ 30 ft from adjacent hangar.
8. Projections: [Section 705.2]
 - a. Eave Overhangs [Table 705.2]: Fire Separation Distance (FSD) is Greater than 30 feet, therefore, projections are permitted to be a minimum of 20 feet to FSD.
 - b. Section 705.2.2: Projections from walls of Type III, IV, or V construction shall be of any approved material.
9. Exterior Wall Openings: [Table 705.6]
 - a. North, east, and west walls to be 30 feet or greater to other structures or property lines.
 - no limit to wall openings.
 - b. South wall to be 10 to less than 15 feet to adjacent property line.
 - UP, S, 45% maximum openings
10. Fire Walls: [Section 706]—The wall that separates the hangar aircraft storage area from the ancillary area is to be 1-hr construction from slab to underside of non-combustible roof structure.
11. Fire Sprinklers: [Section 903.2.6]
 - a. Required by NFPA code.
12. Portable Fire Extinguishers: [Section 906]
 - a. Portable Fire extinguishers required. [Section 906.1]
 - On each floor under construction.
 - Where required by the International Fire Code.
 - Special hazard rooms (laboratories, computer rooms, where required by the Fire Code Official).
 - b. Fire Extinguisher: [Section 906.2]
 - Use 2-A extinguisher for Ordinary (moderate) Hazard occupancies
 1. Largest areas = 16,629 sf / 1,500 = 12 (units of A)
 2. Use (3) min. 5-A extinguishers at maximum of 75 feet of travel distance.
 - 1 extinguisher per 1,500 sf of floor area for smaller areas
 1. 75 feet = maximum travel distance to extinguisher
 - c. Wheeled extinguishers shall be used to provide areas not within travel distances. [NFPA 6.3]
13. Standpipe: [Section 905]
 - a. Not Required, project does not meet any requirement.
14. Fire Alarm and Detection Systems: [Section 907.2.2]
 - a. Required.
15. Occupant load: [Table 1004.1.2]
 - a. Group S-1
 1. Hangar A: 16,629 sf / 500 gross = 34 occupants
16. Means of Egress Stairs: [Section 1005]
 - a. Corridors: [Section 1020.1 and 1020.2]
 1. 44 inch minimum width for occupant load over 30
 2. 1-hour rating without sprinkler system with occupancies greater than 30 (proposed occupancy is 21)
 3. Dead Ends: 20 foot maximum
17. Exiting Requirements: [Table 1006.2.1 & 1006.3.1]
 - a. Minimum number of exits or access to exits per story:
 1. Occupant load of 40 or less requires 1 exit per floor/pace.
 2. Occupant load of 1-500 requires 2 exits per floor/pace.
18. Exit Access travel distance [Table 1017.2]
 - a. Group S-1 with sprinklers = 250 feet
 - b. Requires illuminated exit path signage
19. Corridors and Doors: [Sections 1005.3.2 and 1005.7.1]
 - a. Doors when fully opened shall not reduce the required width) by more than 7 inches. Doors in any position shall not reduce the required width by more than half.
 - b. Egress components other than stairs, shall be calculated by multiplying the occupant load served by such component by a means of egress capacity factor of 0.2 inches per occupant.
 - c. Corridors: [Section 1020]
 1. 36 inches minimum width for an occupant load under 50.
 2. 1-hour rating with sprinkler system [Table 1020.1]
 3. Dead Ends: 50 foot maximum length with sprinkler system
20. Illumination [1008.3.2]
 - a. Emergency exit signs and illuminated pathways with battery backup required.
21. Accessibility: [Section 1100]
 - a. Building to be fully accessible, except: [Section 1103]
22. Elevator:
 - a. Not required - less than 4 stories and no mezzanine proposed. [Section 1009.2.1]
23. Accessible Parking: [Table 1106.1]
 - A. 17 stalls require 1 accessible parking stall. (stall count from SCC14, 16,800 other uses not specified; 1 stall per 1,000 sq. ft.)
 - B. Passenger loading zones shall be fully accessible.
 - C. For every six or fraction of six accessible parking spaces, at least one shall be a van-accessible parking space.
24. Minimum Number of Required Plumbing Fixtures: [Section 2901] (Washington State Amendment Section 2902.1)
 - a. [Section 2902.1.1]: To determine the occupant load of each sex, the total occupant load shall be divided in half.
 - b. Group S-1 (Table 2902.1)
 1. = 16,629 sf / 500 = 34 / 2 = 17 (occupants each gender)
 - a. Waterclosets: 1 per 100 (1 required per gender)
 - b. Lavatories: 1 per 100 (1 required per gender)



UNDERWOOD
ASSOCIATES, LLC

1005 4th Street
Anacortes, Washington 98221
360.588.0471



PRE-APP

Project name:
Schussboomer Hangar

Project Address:
Port of Skagit Airport

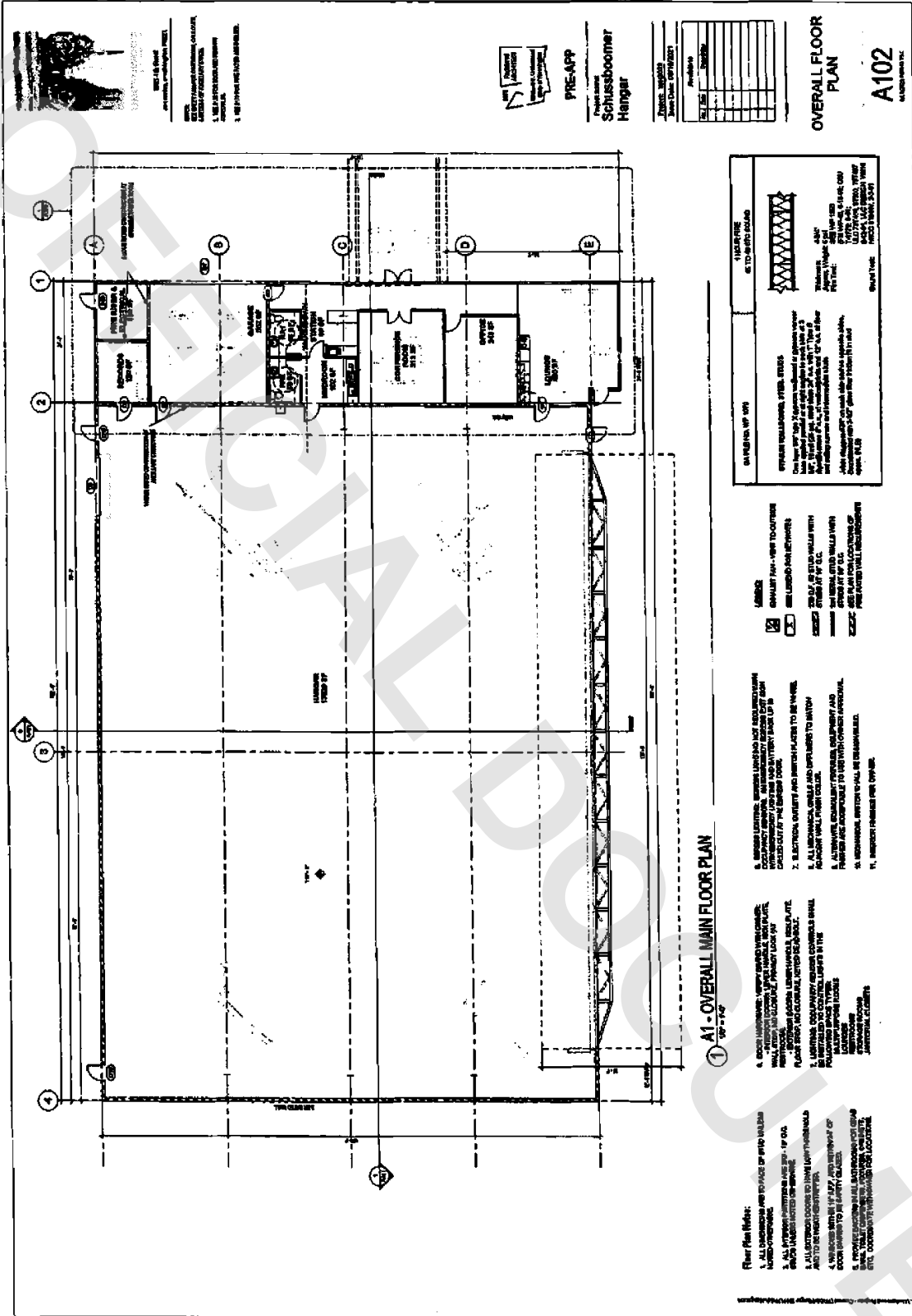
Project: **WH2021**
Issue Date: **08/16/2021**

Revisions		
No.	Date	Description

CODE SUMMARIES

A002

6/18/2021 8:30:42 PM



1. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
 2. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
 3. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
 4. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
 5. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.

PRE-APP
 Schussboomer
 Hanger

Project No.	202203030014
Issue No.	01
Issue Date	03/03/2022
Revision	

OVERALL FLOOR PLAN
A102
 10/10/2021

A1 - OVERALL MAIN FLOOR PLAN

- Plan Notes:**
1. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
 2. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
 3. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
 4. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
 5. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.

1. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
2. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
3. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
4. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
5. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.

- LEGEND**
- SHAWNT FIN - VIEW TO OUTSIDE
 - SHAWNT FIN - VIEW TO OUTSIDE
 - SHAWNT FIN - VIEW TO OUTSIDE
 - SHAWNT FIN - VIEW TO OUTSIDE
 - SHAWNT FIN - VIEW TO OUTSIDE

DETAILS

1. SHAWNT FIN - VIEW TO OUTSIDE

6" TO 8" TO 10" TO 12" TO 14" TO 16" TO 18" TO 20" TO 22" TO 24" TO 26" TO 28" TO 30" TO 32" TO 34" TO 36" TO 38" TO 40" TO 42" TO 44" TO 46" TO 48" TO 50" TO 52" TO 54" TO 56" TO 58" TO 60" TO 62" TO 64" TO 66" TO 68" TO 70" TO 72" TO 74" TO 76" TO 78" TO 80" TO 82" TO 84" TO 86" TO 88" TO 90" TO 92" TO 94" TO 96" TO 98" TO 100"

1. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
 2. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
 3. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
 4. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
 5. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.

The drawing set includes two main elevation views and four perspective views of a Schussboomer Hanger. The first elevation, labeled '1 West Elevation Closed Door', shows the hanger with its door closed. The second elevation, labeled '2 West Elevation Open Door', shows the hanger with its door open, revealing the interior structure. To the right of these elevations are four perspective views, labeled '3 Perspective 1' through '4 Perspective 4', showing the hanger from different angles. At the top of the drawing set, there is a title block containing the project name 'Schussboomer Hanger', a drawing scale of '1:100', and the drawing number 'A201'. A small inset image in the top right corner shows a detail of a door handle or latch mechanism.

1 West Elevation Closed Door

2 West Elevation Open Door

3 Perspective 1

4 Perspective 2

5 Perspective 3

6 Perspective 4

PRE-APP
Project Name: Schussboomer Hanger
Drawing Scale: 1:100
Drawing Number: A201

BUILDING ELEVATIONS

A201

FIRST AMENDMENT TO HANGAR GROUND LEASE AGREEMENT

THIS FIRST AMENDMENT TO GROUND LEASE AGREEMENT ("First Amendment") is made this 1st day of March, 2022, by and between the Port of Skagit County, a Washington municipal corporation, "Lessor," and Schussboomer Properties, LLC, a Washington limited liability corporation, "Lessee."

RECITALS

WHEREAS, Lessor and Lessee entered into Ground Lease Agreement dated September 14, 2021 ("Lease") for real property described as a portion of Lot 72 and the RPZ Tract, of Amended Skagit Regional Airport Binding Site Plan Phase 1, recorded under Skagit County Auditor's file number 200303040030 (the "BSP"), together with a portion of Government Lot 2 lying within the Northwest Quarter of the Northeast Quarter of Section 3, Township 34 North, Range 3 East, W.M., Skagit County, Washington (the "Premises"); and

WHEREAS, the Lessor and Lessee acknowledged that the property lines of said Lot 72 and Lot 77 of the BSP were subject to alteration, as mutually agreed by Lessor and Lessee, and that this alteration would require changes to the legal description and depictions of the Premises in Lease Exhibits A and B; and

WHEREAS, upon recordation of the BSP alteration Lessor and Lessee agreed to promptly execute an amendment to the Lease which includes revised Exhibits A and B to accurately reflect the revised legal description and depiction of the Premises; and

WHEREAS, the Alteration to the BSP was recorded on December 10, 2021, under Auditor's file number 202112100111; and

WHEREAS, Lessor and Lessee have agreed to the reduction of the leased Premises from the approximately 48,329.00 square feet defined in the Lease to 47,230.00 square feet, thereby reducing the monthly rent for the Premises; and

WHEREAS, in accordance with said lease policy, the Lessor and Lessee have agreed to modify the Lease as follows:

AGREEMENT

IT IS HEREBY MUTUALLY AGREED, by and between the Lessor and Lessee that:

KPW

The Hangar Ground Lease Agreement dated September 14, 2021, is hereby amended as follows:

A. The provisions of Paragraph 1. entitled "PROPERTY SUBJECT TO THIS LEASE AGREEMENT/OPTION," are hereby deleted and replaced with the following:

1. PROPERTY SUBJECT TO THIS LEASE AGREEMENT

Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the land and improvements as legally described on the attached Exhibit A and as depicted on Exhibit B to this First Amendment, together with all of Lessor's easement rights and appurtenances thereto, and, if applicable, all necessary easements and appurtenances in Lessor's adjoining and adjacent land, highways, roads, streets, or lanes, whether public or private, reasonably required for the installation, maintenance, operation, and service of sewers, water, gas, drainage, electricity, and other utilities and for driveways and approaches to and from abutting roadways for the use and the benefit of the above-described parcel of real estate, including the improvements thereon or to be erected thereon (the "Premises"). This Lease shall be subject to that certain Declaration of Easement for Ingress, Egress, and Utilities dated April 13, 2021, recorded under Skagit County Auditor's File No. 202104190114, which Declaration of Easement will be revised and re-recorded (the "Revised Declaration of Easement") to reflect changes to the easement location with the final location described and depicted on Appendix 1 to this First Amendment. The Port shall provide Lessee a copy of the revised Declaration of Easement once recorded. The non-exclusive, non-preferential, and non-discriminatory right to use any aprons or taxiways to access the Airport runways shall be considered appurtenant to the Premises and shall be considered part of the definition of Premises. Notwithstanding the foregoing, the Lessor reserves (and the Lessee consents to such reservation) the right to record an ingress/egress/utilities easement benefitting the Lessor and any of its agents, guests, or invitees over that portion of the Premises legally described and depicted on Appendix 2 to this First Amendment (the "Future Easement"). The Premises shall become subject to Future Easement upon recordation. The Port shall provide Lessee a copy of the Future Easement once recorded.

B. The provisions of Paragraph 4. entitled "RENT," subparagraph (a.) is hereby deleted and replaced with the following:

a. Commencing on the Commencement Date, Lessee shall pay to Lessor, in lawful money of the United States, without any set-off or deduction, in addition to taxes, assessments, and other charges required to be paid hereunder by Lessee, an estimated initial rent for the Premises of ONE THOUSAND FIVE HUNDRED TWENTY DOLLARS AND EIGHTY CENTS (\$1,520.80) per month based upon \$0.386399 dollars per square foot per year, plus Washington leasehold excise tax of ONE HUNDRED NINETY-FIVE DOLLARS

FIRST AMENDMENT TO HANGAR GROUND
LEASE AGREEMENT
PORT OF SKAGIT COUNTY, LESSOR
SCHUSSBOOMER PROPERTIES, LLC, LESSEE

Page 2 of 9

KPL

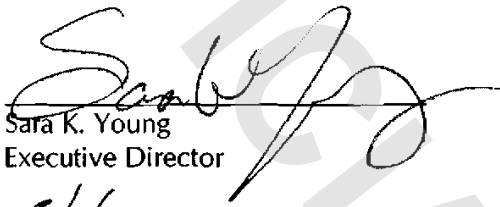
AND TWENTY-SEVEN CENTS (\$195.27), during the term of this Lease (collectively, "Rent").

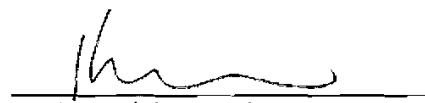
C. All other terms and conditions of the Hangar Ground Lease Agreement above referenced except as herein amended are ratified and confirmed in all respects and are to remain in full force and effect. This agreement shall bind and inure to the benefit of the successors and assigns of the Lessor and Lessee.

IN WITNESS WHEREOF, Lessor and Lessee have caused this instrument to be signed on the dates written below.

LESSOR:
PORT OF SKAGIT COUNTY

LESSEE:
SCHUSSBOOMER PROPERTIES, LLC


Sara K. Young
Executive Director
3/1/2022
Date


Kevin Welch, Member
MAR 1/2022
Date



Jenny Welch, Member
Mar 1, 2022
Date

Exhibit A
[Premises Legal Description]

FIRST AMENDMENT TO HANGAR GROUND
LEASE AGREEMENT
PORT OF SKAGIT COUNTY, LESSOR
SCHUSSBOOMER PROPERTIES, LLC, LESSEE

Page 4 of 9



Exhibit 'A'
LEASE AREA DESCRIPTION



Pacific Surveying & Engineering, Inc
land surveying • civil engineering • consulting • environmental
909 Squallicum Way #111, Bellingham, WA 98225
Phone 360.671.7387 Facsimile 360.671.4685 Email info@pseurvey.com

A PORTION OF LOT 72, ALTERATION TO AMENDED SKAGIT REGIONAL AIRPORT BINDING SITE PLAN, PHASE 1, ACCORDING TO THE MAP THEREOF, RECORDED UNDER SKAGIT COUNTY AUDITOR'S FILE NO. 202112100111, TOGETHER WITH A PORTION OF GOVERNMENT LOT 2 LYING WITHIN THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 3, TOWNSHIP 34 NORTH, RANGE 3 EAST, W.M., SKAGIT COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 72; THENCE ALONG THE NORTH LINE THEREOF, SOUTH 59°20'54" WEST, 15.50 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID NORTH LINE SOUTH 59°20'54" WEST, 188.68 FEET; THENCE SOUTH 30°39'00" EAST, 249.44 FEET; THENCE AT RIGHT ANGLES, NORTH 59°21'00" EAST 190.11 FEET; THENCE PARALLEL WITH THE EAST LINE OF SAID LOT 72, NORTH 31°00'00" WEST, 249.45 FEET TO THE POINT OF BEGINNING.

SUBJECT TO EASEMENT FOR INGRESS AND EGRESS RECORDED UNDER SKAGIT COUNTY AUDITOR'S FILE NO. 202104190114.

EXCEPT ROADS.

ALSO EXCEPT ANY PORTION THEREOF LYING WITHIN SKAGIT REGIONAL AIRPORT BINDING SITE PLAN, PHASE 2, DIVISION 1, ACCORDING TO THE MAP THEREOF, RECORDED UNDER SKAGIT COUNTY AUDITOR'S FILE NO. 200201220163.

CONTAINING 47,230 SF, MORE OR LESS.

SITUATE IN SKAGIT COUNTY, WASHINGTON.



ASW

Exhibit B
[Premises Depiction]

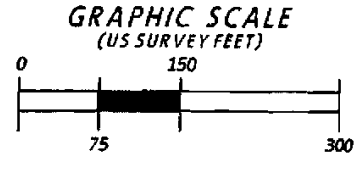
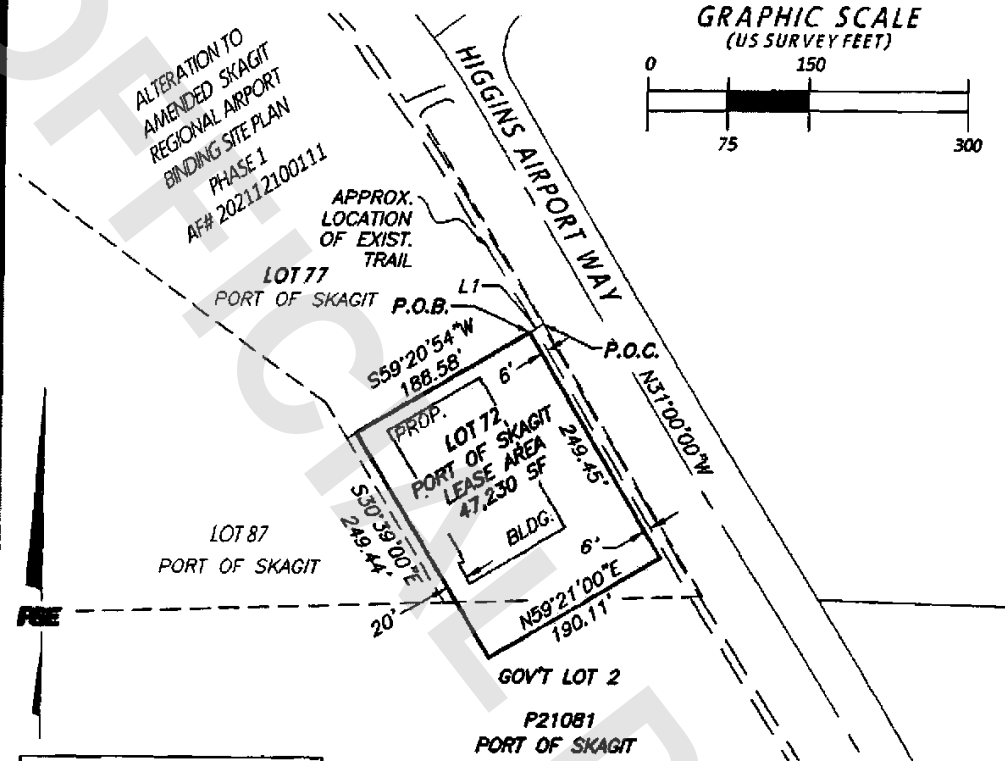
FIRST AMENDMENT TO HANGAR GROUND
LEASE AGREEMENT
PORT OF SKAGIT COUNTY, LESSOR
SCHUSSBOOMER PROPERTIES, LLC, LESSEE

KW

UNOFFICIAL DOCUMENT

EXHIBIT - 'B'

SITUATE IN A PORTION OF GOV'T LOT 2 AND THE NW 1/4 OF THE NE 1/4 OF SECTION 3, TOWNSHIP 34 NORTH, RANGE 3 EAST, W.M., SKAGIT COUNTY, WASHINGTON



LINE TABLE		
LINE	BEARING	LENGTH
L1	S59°20'54"W	15.50

PSE PACIFIC SURVEYING & ENGINEERING, INC.
909 Squaticum Way, Suite 111 | BELLINGHAM, WA 98225
T: 360.671.7387 | F: 360.671.4685
WWW.PSESURVEY.COM | INFO@PSESURVEY.COM



Appendix 1
[Revised Declaration of Easement Revised
Description and Depiction]

FIRST AMENDMENT TO HANGAR GROUND
LEASE AGREEMENT
PORT OF SKAGIT COUNTY, LESSOR
SCHUSSBOOMER PROPERTIES, LLC, LESSEE

Page 6 of 9

KPW

ACCESS EASEMENT LEGAL DESCRIPTION**PSE****Pacific Surveying & Engineering, Inc**

land surveying • civil engineering • consulting • environmental
 909 Squalicum Way #111, Bellingham, WA 98225
 Phone 360.671.7387 Facsimile 360.671.4685 Email info@pseurvey.com

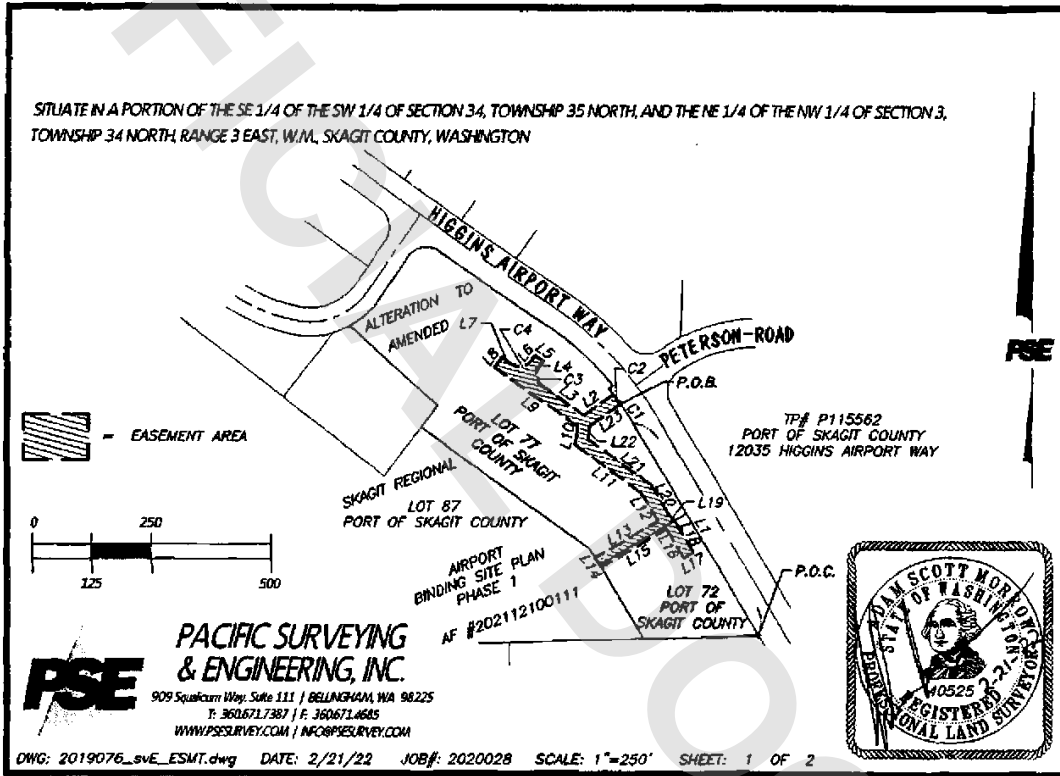
AN EASEMENT FOR INGRESS & EGRESS LOCATED WITHIN A PORTION OF LOT 72 AND LOT 77, ALTERATION TO AMENDED SKAGIT REGIONAL AIRPORT BINDING SITE PLAN, PHASE 1, ACCORDING TO THE MAP THEREOF, RECORDED UNDER SKAGIT COUNTY AUDITOR'S FILE NO. 202112100111, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 72; THENCE ALONG THE EASTERLY LINE THEREOF, NORTH 31°00'00" WEST, 523.30 FEET TO A POINT OF CURVATURE FROM WHICH THE RADIUS POINT BEARS SOUTH 59°00'00" WEST A DISTANCE OF 650.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 4°26'05" AN ARC DISTANCE OF 50.31 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTHWESTERLY ALONG SAID CURVE FROM WHICH THE RADIUS POINT BEARS SOUTH 54°33'55" WEST A DISTANCE OF 650.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 2°17'31" AN ARC DISTANCE OF 26.00 FEET; THENCE DEPARTING SAID EAST LINE, SOUTH 53°25'11" WEST, 88.48 FEET; THENCE NORTH 53°48'37" WEST 105.62 FEET TO A POINT OF CURVATURE FROM WHICH THE RADIUS POINT BEARS NORTH 36°11'23" EAST A DISTANCE OF 30.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00" AN ARC DISTANCE OF 47.12 FEET; THENCE NORTH 36°11'23" EAST 14.00 FEET; THENCE AT RIGHT ANGLES, NORTH 53°48'37" WEST 20.00 FEET; THENCE AT RIGHT ANGLES, SOUTH 36°11'23" WEST 14.00 FEET TO A POINT OF CURVATURE FROM WHICH THE RADIUS POINT BEARS NORTH 53°48'37" WEST A DISTANCE OF 30.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00" AN ARC DISTANCE OF 47.12 FEET; THENCE NORTH 53°48'37" WEST 23.24 FEET; THENCE AT RIGHT ANGLES SOUTH 36°11'23" WEST 26.00 FEET; THENCE AT RIGHT ANGLES, SOUTH 53°48'37" EAST 212.83 FEET; THENCE SOUTH 08°21'51" WEST 39.03 FEET; THENCE SOUTH 53°48'37" EAST 172.63 FEET; THENCE SOUTH 31°02'56" EAST 69.84 FEET; THENCE SOUTH 59°20'54" WEST 153.38 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF SAID LOT 77; THENCE ALONG SAID LINE AND EXTENSION THEREOF, SOUTH 30°39'05" EAST, 24.00 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF SAID LOT 72; THENCE DEPARTING SAID LINE, NORTH 59°20'54" EAST 160.85 FEET; THENCE SOUTH 31°02'56" EAST 71.97 FEET; THENCE AT RIGHT ANGLES, NORTH 59°21'04" EAST, 24.00 FEET; THENCE AT RIGHT ANGLES, NORTH 31°02'56" WEST 71.98 FEET; THENCE NORTH 41°42'29" WEST 28.66 FEET; THENCE NORTH 31°02'56" WEST 71.11 FEET; THENCE NORTH 53°48'37" WEST 162.19 FEET; THENCE NORTH 08°21'51" EAST 28.82 FEET; THENCE NORTH 53°25'11" EAST, 77.70 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

SITUATE IN SKAGIT COUNTY, WASHINGTON



ASW



LINE TABLE		
LINE	BEARING	LENGTH
L1	N31°00'00"W	523.30
L2	S53°25'11"W	88.48
L3	N53°48'37"W	105.62
L4	N36°11'23"E	14.00
L5	N53°48'37"W	20.00
L6	S36°11'23"W	14.00
L7	N53°48'37"W	23.24
L8	S36°11'23"W	26.00
L9	S53°48'37"E	212.83
L10	S8°21'51"W	39.03
L11	S53°48'37"E	172.63
L12	S31°02'56"E	69.84
L13	S59°20'54"W	153.38
L14	S30°39'05"E	24.00
L15	N59°20'54"E	160.85

LINE TABLE		
LINE	BEARING	LENGTH
L16	S31°02'56"E	71.97
L17	N59°21'04"E	24.00
L18	N31°02'56"W	71.98
L19	N41°42'29"W	28.66
L20	N31°02'56"W	71.11
L21	N53°48'37"W	162.19
L22	N8°21'51"E	28.82
L23	N53°25'11"E	77.70

CURVE TABLE			
CURVE	RADIUS	DELTA	LENGTH
C1	650.00'	4°26'05"	50.31'
C2	650.00'	2°17'31"	26.00'
C3	30.00'	90°00'00"	47.12'
C4	30.00'	90°00'00"	47.12'

PSE PACIFIC SURVEYING & ENGINEERING, INC.
 909 Squakem Way, Suite 111 / BELLINGHAM, WA 98225
 T: 360.671.7387 | F: 360.671.4685
 WWW.PSESURVEY.COM | INFO@PSESURVEY.COM



APV

Appendix 2
[Future Easement Legal
Description and Depiction]

FIRST AMENDMENT TO HANGAR GROUND
LEASE AGREEMENT
PORT OF SKAGIT COUNTY, LESSOR
SCHUSSBOOMER PROPERTIES, LLC, LESSEE

Page 7 of 9

AW

EASEMENT AREA DESCRIPTION

Pacific Surveying & Engineering, Inc
 land surveying • civil engineering • consulting • environmental
 909 Squaticum Way #111, Bellingham, WA 98225
 Phone 360.671.7387 Facsimile 360.671.4685 Email info@pasesurvey.com

A PORTION OF LOT 72, ALTERATION TO AMENDED SKAGIT REGIONAL AIRPORT BINDING SITE PLAN, PHASE 1, ACCORDING TO THE MAP THEREOF, RECORDED UNDER SKAGIT COUNTY AUDITOR'S FILE NO. 202112100111, TOGETHER WITH A PORTION OF GOVERNMENT LOT 2 LYING WITHIN THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 3, TOWNSHIP 34 NORTH, RANGE 3 EAST, W.M., SKAGIT COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 72; THENCE ALONG THE EAST LINE THEREOF, NORTH 31°00'00" WEST, 222.97 FEET; THENCE DEPARTING SAID LINE AND AT RIGHT ANGLES THERETO, SOUTH 59°00'00" WEST, 29.23 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 59°21'04" WEST, 24.00 FEET; THENCE SOUTH 31°02'56" EAST, 126.43 FEET; THENCE AT RIGHT ANGLES, NORTH 58°57'04" EAST, 38.33 FEET; THENCE AT RIGHT ANGLES, SOUTH 31°02'56" EAST, 22.01 FEET; THENCE AT RIGHT ANGLES, SOUTH 58°57'04" WEST, 67.71 FEET; THENCE SOUTH 30°27'26" WEST, 12.68 FEET; THENCE SOUTH 06°17'26" WEST, 9.74 FEET; THENCE SOUTH 13°55'29" EAST, 4.45 FEET; THENCE SOUTH 59°21'00" WEST, 27.79 FEET; THENCE AT RIGHT ANGLES, SOUTH 30°39'00" EAST, 26.00 FEET; THENCE AT RIGHT ANGLES, SOUTH 59°21'00" WEST, 28.21 FEET; THENCE SOUTH 55°04'34" EAST, 9.02 FEET; THENCE SOUTH 76°05'01" EAST, 10.97 FEET; THENCE SOUTH 82°40'59" WEST, 11.92 FEET; THENCE NORTH 58°57'04" EAST, 47.30 FEET; THENCE NORTH 49°45'09" EAST, 26.00 FEET; THENCE NORTH 58°57'04" EAST, 28.85 FEET; THENCE AT RIGHT ANGLES, SOUTH 31°02'56" EAST, 24.72 FEET; THENCE NORTH 58°57'04" EAST, 24.00 FEET; THENCE NORTH 31°02'56" WEST, 189.66 FEET TO THE POINT OF BEGINNING.

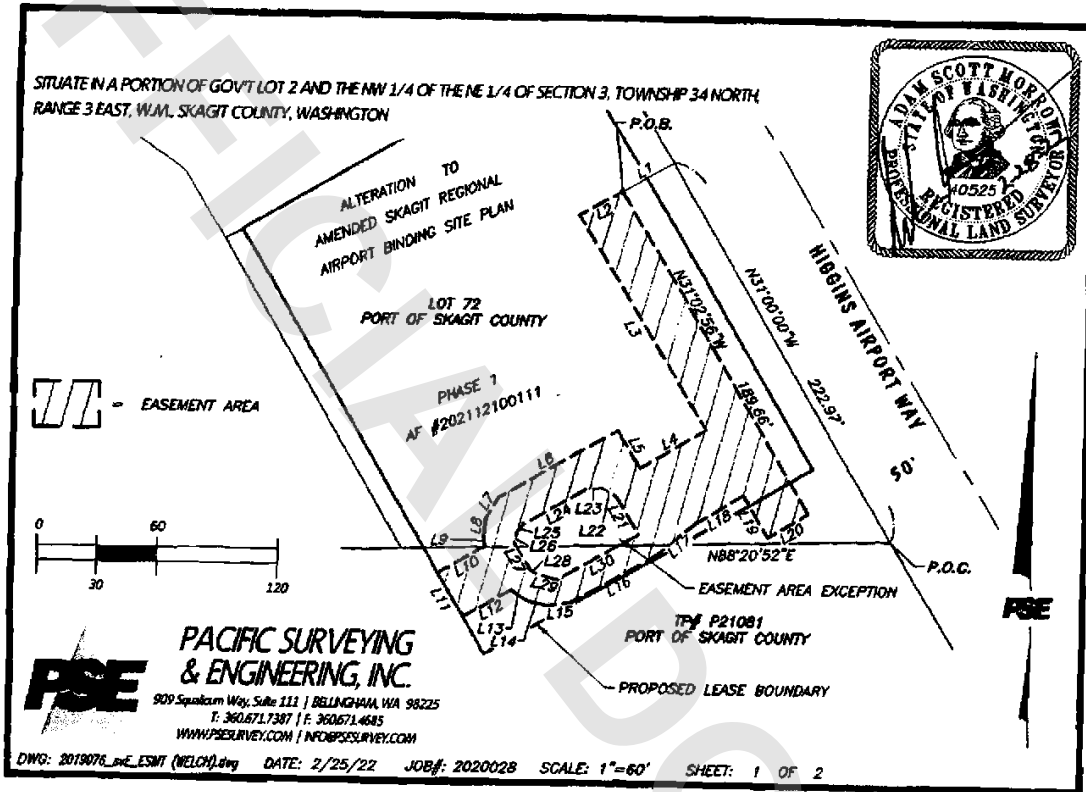
EXCEPT THE FOLLOWING DESCRIBED AREA:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 72; THENCE ALONG THE SOUTH LINE THEREOF, SOUTH 88°20'52" WEST, 127.94 FEET; THENCE DEPARTING SAID LINE AND AT RIGHT ANGLES THERETO, NORTH 01°39'05" WEST, 5.49 FEET TO THE POINT OF BEGINNING; THENCE NORTH 31°02'56" WEST, 22.53 FEET; THENCE NORTH 60°48'00" WEST, 8.29 FEET; THENCE SOUTH 83°10'57" WEST, 7.93 FEET; THENCE SOUTH 58°57'04" WEST, 35.52 FEET; THENCE SOUTH 37°10'59" WEST, 4.99 FEET; THENCE SOUTH 05°40'49" WEST, 6.19 FEET; THENCE SOUTH 31°02'56" EAST, 14.34 FEET; THENCE SOUTH 55°04'34" EAST, 5.35 FEET; THENCE SOUTH 74°43'24" EAST, 9.59 FEET; THENCE NORTH 58°57'04" EAST, 46.40 FEET TO THE POINT OF BEGINNING.

SITUATE IN SKAGIT COUNTY, WASHINGTON.



AS



LINE TABLE		
LINE	BEARING	LENGTH
L1	S59°00'00"W	29.23
L2	S59°21'04"W	24.00
L3	S31°02'56"E	126.43
L4	N58°57'04"E	38.33
L5	S31°02'56"E	22.01
L6	S58°57'04"W	67.71
L7	S30°27'26"W	12.68
L8	S06°17'26"W	9.74
L9	S13°55'29"E	4.45

LINE TABLE		
LINE	BEARING	LENGTH
L10	S59°21'00"W	27.79
L11	S30°39'00"E	26.00
L12	S59°21'00"W	28.21
L13	S55°04'34"E	9.02
L14	S76°05'01"E	10.97
L15	S82°40'59"W	11.92
L16	N58°57'04"E	47.30
L17	N49°45'09"E	26.00
L18	N58°57'04"E	28.85
L19	S31°02'56"E	24.72
L20	N58°57'04"E	24.00

LINE TABLE		
LINE	BEARING	LENGTH
L21	N31°02'56"W	22.53
L22	N60°48'00"W	8.29
L23	S83°10'57"W	7.93
L24	S58°57'04"W	35.52
L25	S37°10'59"W	4.99
L26	S05°40'49"W	6.19
L27	S31°02'56"E	14.34
L28	S55°04'34"E	5.35
L29	S74°43'24"E	9.59
L30	N58°57'04"E	46.40



**PACIFIC SURVEYING
& ENGINEERING, INC.**

909 Squallcom Way, Suite 111 | BELLEVUE, WA 98225
 T: 360.671.7367 | F: 360.671.4685
 WWW.PSESURVEY.COM | INFO@PSESURVEY.COM



AS

STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

On this 1st day of March 2022, before me, the undersigned, a Notary Public in and for the state of Washington, duly commissioned and sworn, personally appeared Kevin Welch and Jenny Welch, husband and wife, to me known to be members of Schussboomer Properties, LLC, a Washington limited liability company, the company that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the said instrument.

Witness my hand and official seal hereto affixed the day and year first above written.



Karmen Separovich Hardy
Notary Public in and for the state of
Washington, residing at Anacortes
My commission expires: 03/25/2022
Printed Name: Karmen Separovich Hardy

FIRST AMENDMENT TO HANGAR GROUND
LEASE AGREEMENT
PORT OF SKAGIT COUNTY, LESSOR
SCHUSSBOOMER PROPERTIES, LLC, LESSEE

Handwritten initials