

WHEN RECORDED, RETURN TO:

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**DEVELOPMENT AGREEMENT
BETWEEN
THE CITY OF SEATAC
AND AAG REAL PROPERTY LLC
FOR
THE COPPER RIVER DEVELOPMENT**

Grantor: AAG Real Property LLC

Grantee: City of SeaTac, a Washington Municipal Corporation

Abbreviated Legal Description:

Complete legal description is at Exhibit F of document.

Assessor's Property Tax Parcel Account Numbers:

Reference to Related Document:

None.

**DEVELOPMENT AGREEMENT
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FOR
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THIS DEVELOPMENT AGREEMENT BETWEEN THE CITY OF SEATAC AND AAG REAL PROPERTY LLC FOR THE COPPER RIVER DEVELOPMENT (this "Agreement") is made and entered into this _____ day of _____, 2018, by and between the CITY OF SEATAC, a Washington municipal corporation, hereinafter the "City," and AAG REAL PROPERTY LLC, a Delaware limited liability company, hereinafter the "Developer."

RECITALS

WHEREAS, RCW 36.70B.170 authorizes the execution of a development agreement between a local government and a person having ownership or control of real property within its jurisdiction; and

WHEREAS, a development agreement must set forth the development standards and other provisions that shall apply to, govern, and vest the development, use, and mitigation of the development of the real property for the duration specified in the agreement; and

WHEREAS, this Agreement relates to the development known as The Copper River Project, to be developed on real property generally located at the southwest intersection of International Boulevard South and South 192nd St. in the City of SeaTac, King County, Washington; and

WHEREAS, the following relevant events have occurred in connection with the processing of the Developer's applications for the City's approval of the Project:

- A. The Developer and others have investigated the environmental condition of the Property and the environmental impacts that may be caused by the development of the Property and have prepared certain environmental reports and studies, which are listed on Exhibit A attached hereto (the "Environmental Documents").
- B. The City has reviewed the Environmental Documents submitted, including the environmental checklist and supporting documentation, in order to determine the probable adverse environmental impacts of (i) Phases 1 - 4 of the development and (ii) the making of this Agreement for subsequent Phases of the development, as required by the State Environmental Policy Act, RCW Chapter 43.21C ("SEPA"). The City made a threshold Mitigated Determination

of Nonsignificance dated March 13, 2018, which has not been appealed or modified, and a copy of which is attached hereto as Exhibit B (the “MDNS”).

- C. On May 24, 2018, the Developer submitted to the City an application for the making of a development agreement relating to the Property.
- D. The Developer intends to develop the Property in Phases. For Phase 1, the Developer has submitted to the City the following Project permit applications (SPR18-0002, SUB18-000, BLD18-0078, BLD18-0079, BLD18-0080, BLD18-008, STE18-0018 and BLD18-0105) and will submit additional Project permit applications and obtain, pursuant to the Applicable Land Use Regulations and consistent with this Agreement, governmental approval before construction, installation, and completion of the Phase 1 Project improvements.
- E. For Phases 2 – 4 of the Project, the Developer will submit to the City Project permit applications consistent with this Agreement and will be required to submit and obtain, pursuant to the Applicable Land Use Regulations, governmental approval of construction permit applications, and additional Project permit applications before construction, installation, and completion of Phases 2 – 4 Project improvements.
- F. The Property is designated on the City’s official comprehensive plan map as primarily “Commercial High” (with the CHQ portion of the Property as “Commercial Medium”) as shown on the drawing attached hereto as Exhibit C and is zoned on the City’s official zoning map as “Community Business in Urban Center (CB-C), and within the Urban Center Boundary, as shown on the drawing attached hereto as Exhibit D. Neither Exhibit C nor Exhibit D is intended to modify the City’s maps, and in the event of any inconsistency between Exhibit C and the City’s comprehensive plan map or between Exhibit D and the current City’s official zoning map, the City’s maps shall control.
- G. The Project, as developed pursuant to this Development Agreement, will bring the following positive enhancements, among others, to the City:
- Redevelopment of blighted area in a coordinated urban campus with landscaping, enhanced streetscape, and a privately funded, publicly accessible pedestrian crossing of International Boulevard; and
 - Single employer development, allowing for transportation management programs and incentives, reducing reliance on single occupancy vehicles, increasing public transportation usage; and
 - Concentration of employment in an urban area, well served by public transportation, furthering the goals of the Growth Management Act and the City of SeaTac Comprehensive Plan.

H. After a public hearing on June 12, 2018, the City Council authorized the City Manager, on behalf of the City, to execute this Agreement with the Developer pursuant to Resolution 18-____ that was passed on June ____, 2018.

Now, therefore, the parties hereto agree as follows:

AGREEMENT

Section 1. The Project. The Project is the development and use of the Property as described on Exhibit E attached hereto.

Section 2. The Property. The Property consists of approximately 7 acres and is legally described in Exhibit F attached hereto and incorporated herein by this reference. The Property is located within the incorporated limits of the City. The Property is graphically depicted on the drawing attached hereto as Exhibit G (the "Property Map").

Section 3. Definitions. As used in this Agreement, the following terms, phrases, and words shall have the meanings and be interpreted as set forth in this Section.

- A. "Adopting Resolution" means the resolution that approves this Agreement, as required by RCW 36.70B.200.
- B. "Applicable Land Use Regulations" means, with respect to each Phase of the Project in general, and with respect to each permit or approval related to the Project for which Developer seeks City approval, the Ordinances adopted by the City Council of SeaTac and in effect on the date that the Developer submits a complete application to the City for such permit or approval (including without limitation, the building codes and clearing and grading codes under which the review of the Project is vested under RCW 19.27.095 and other applicable laws); provided, however, with respect to the vested SeaTac Municipal Code/Development Standards expressly listed in Section 8.B hereof, "Applicable Land Use Regulations" means the Ordinances adopted by the City Council of SeaTac and in effect on the Vesting Date.
- C. "Buildout Period" means the 20-year period further described in Section 6.E hereof.
- D. "Certificate of Occupancy" means either a certificate issued after inspections by the City authorizing a person(s) in possession of property use a specified building or the final inspection if a formal certificate is not issued.
- E. "City Code" or "Code" means the SeaTac Municipal Code, as a codification of adopted City Ordinances.
- F. "Development Standards" include all of the standards listed in RCW 36.70B.170 (3), as established or modified by this Agreement. The

Development Standards applicable to the Project are described below in Section 8.

- G. "Director" means the City's Director of the Department of Community and Economic Development, or other authorized designee of the City Manager.
- H. "Effective Date" means the date this Agreement has been fully executed by both parties.
- I. "Implementing Approvals" are the applications for land use approvals and permits in addition to the Development Agreement that are necessary or desirable for the development of the Project. The Implementing Approvals may include without limitation the following: amendments of the Development Agreement, improvement agreements and other agreements relating to the Project, building permits, lot line adjustments, sewer and water connection permits, certificates of occupancy, developer extension agreements, landscaping plan approvals, clearing and grading permits, storm drainage construction plans and design of individual facilities, other studies, programs and plans required under this Agreement, right-of-way permits, and any amendments to, or repealing of, any of the foregoing.
- J. "Project" is defined in Section 1.
- K. "Project Elements" means the fundamental elements of the Project described in the Project Description set forth in Exhibit E.
- L. "Property" is defined in Section 2.
- M. "Vesting Date" means the Effective Date.

Section 4. Exhibits. The following exhibits to this Agreement are attached hereto and incorporated herein and include the following:

- Exhibit A – List of Environmental Documents
- Exhibit B – Copy of the MDNS dated March 13, 2018
- Exhibit C – Map of Current Comprehensive Plan Designations
- Exhibit D – Map of Current Zoning Designations
- Exhibit E – Project Description
- Exhibit F – Legal Description of the Property
- Exhibit G – Property Map
- Exhibit H – List of Modified City Development Standards
- Exhibit I – Map of Copper River Phasing Plan
- Exhibit J – Right of Way Improvements
- Exhibit K – Surface Area Parking
- Exhibit L – Location of Pedestrian Crossing
- Exhibit M – Traffic Signal Boxes

Exhibit N – Perimeter Landscaping
Exhibit O – International Blvd. /S. 192nd St. Corner Landscaping
Exhibit P – Southernmost Street Trees

Section 5. Project Is a Private Undertaking. It is agreed among the parties that the Project is a private development and that the City has no interest therein except as authorized in the exercise of its governmental functions.

Section 6. Term of Agreement.

A. The term of this Agreement shall commence upon the Effective Date of this Agreement and shall continue for a period of twenty (20) years (the “Buildout Period”) unless terminated or extended as provided herein. Following the expiration or termination of this Agreement, this Agreement shall have no force and effect, subject however, to post-termination obligations of the Developer.

Section 7. Vested Rights of Developer.

A. During the Buildout Period unless sooner terminated in accordance with the terms hereof, in developing the Property consistent with the Project described herein, the Developer is assured, and the City agrees, that the development rights, obligations, terms and conditions specified in this Agreement, are fully vested in the Developer and may not be changed or modified by the City, except as may be expressly permitted by, and in accordance with, the terms and conditions of this Agreement, including the exhibits hereto, or as expressly consented thereto by the Developer. Except as provided in Section 7.B, Developer is vested to the Project Elements set forth in Exhibit E and Permitted Uses and Development Standards set forth in Section 8 as established by this Agreement, either initially or through amendment, during the Buildout Period. All Implementing Approvals shall be governed by these vested Project Elements and Development Standards. During the Buildout Period, the City shall not modify or impose new or additional Project Development Standards on those subjects covered in Section 8, or for subjects covered by subsequent amendments to this Agreement, except as provided in Section 7.B. Further, for subjects not covered by the Project Development Standards adopted in Section 8 or subsequently adopted Project Development Standards, the SeaTac Municipal Code provisions on the effective date of this Agreement shall apply to the Project, and no changes to nor new provisions of the SeaTac Municipal Code after the effective date of this Agreement shall apply to the Project, except as provided in Section 7.B.

B. City’s Reserved Authority. In accordance with RCW 36.70B.170 (4), the City reserves the authority to impose new or different regulations to the extent required to prevent a serious threat to public health and safety.

Section 8. Permitted Uses and Development Standards. The permitted uses, the density and intensity of use, the maximum height and size of proposed buildings, provisions for reservation and dedication of land or payment of fees in lieu of dedication

for public purposes, the construction, installation and extension of public improvements, development guidelines, and other Development Standards for development of the Property shall be as follows:

A. General. The Development Standards shall include (1) The Project description as set forth on Exhibit E attached hereto and incorporated herein by this reference, (2) the Applicable Land Use Regulations, (3) the permits and approvals identified herein, (4) the other Development Standards expressly set forth in this Agreement, and (5) the Development Standards expressly set forth in all other exhibits incorporated herein. The permitted uses of all or any portion of the Property are the uses described on Exhibit E attached hereto. The parties have used reasonable efforts to identify on Exhibit H attached hereto the City development standards that are modified by this Agreement, but Exhibit H is not intended to govern to the extent that it either omits any modified development standard or conflicts with any other provision of this Agreement.

B. Vested SeaTac Municipal Code/Development Standards. For the Project, Developer shall vest to Titles 14, 15, 16A, and 17, and Section 11.15 of the SeaTac Municipal Code throughout the Buildout Period. Specific provisions are more generally described below:

Per RCW 36.70B.170(3)	Vested Development Standards
<i>(a) Project elements such as permitted uses, residential densities, and nonresidential densities and intensities or building sizes</i>	<ul style="list-style-type: none"> As described in this Development Agreement and as permitted in the current CB-C Zone pursuant to the current SeaTac Municipal Code (generally Title 15.)
<i>(b) The amount and payment of impact fees imposed or agreed to in accordance with any applicable provisions of state law, any reimbursement provisions, other financial contributions by the property owner, inspection fees, or dedications</i>	<ul style="list-style-type: none"> Application fees for permits and other city approvals, pursuant to the City’s adopted Fee Schedule as of the date of the complete application for each Phase. Transportation Impact Fees calculated pursuant to the current SeaTac Municipal Code, Chapter 11.15, and adopted Schedule of Transportation Impacts Fees, with the Copper River Project being in the “Office -- Corporate Headquarters” land use category. The Transportation Impact Fees for subsequent Phases of the Project may be updated pursuant to current SMC 11.15.040.B, provided that an annual increase in such fees shall not be greater than the increase for such year in the Consumer Price Index for All Urban Consumers (CPI-U) –

	<p>Seattle Area, or, if that Index is no longer published, by a similar price adjustment index. All other aspects of SMC Chapter 11.15 shall be vested and the analysis of transportation impacts shall be evaluated pursuant to the methodology described in the International Transportation Engineer (ITE) Manual, version 10.</p> <ul style="list-style-type: none"> • Other than the Public Benefits expressly described in the Development Agreement, other than the fees described above, and other than Surface Water Management Fees due under SMC 12.10, there will be no other reimbursement provisions, other financial contributions by the property owner, inspection fees, or dedications required.
<p><i>(c) Mitigation measures, development conditions, and other requirements under chapter 43.21C RCW</i></p>	<ul style="list-style-type: none"> • Pursuant to the MDNS, the only mitigation measure, development condition or other requirement is: The applicant shall submit a Transportation Management Plan for the Copper River Development Project, substantially in compliance with SeaTac Municipal Code 11.30. City approval of this Plan shall occur prior to issuance of a Certificate of Occupancy for the Phase 1 office building. • For all Phases for which Developer has not submitted a complete application within the initial 10 years of the 20-year term, Developer shall provide a Traffic Study prepared by a professional transportation analyst mutually approved by the City and Developer. The Traffic Study shall evaluate whether or not the expected traffic impacts from the proposed Phase (or Phases) of the Project will cause the LOS of any intersection to degrade to LOS F. If so, then Developer shall either (i) provide mitigations to reduce the traffic impacts so that the intersection(s) do not degrade to LOS F or (ii) conduct supplemental review of traffic impacts under SEPA, WAC 197-11-600(3). The Traffic Study shall use the methodology described in ITE Manual, version 10. The

	Traffic Study may be conducted at any time beginning one year following the date of the Certificate of Occupancy for Phase 1.
<i>(d) Design standards such as maximum heights, setbacks, drainage and water quality requirements, landscaping, and other development features</i>	<ul style="list-style-type: none"> As described in the Development Agreement and as permitted in the current CB-C Zone pursuant to the current SeaTac Municipal Code (generally Titles 14, 15 (including the City’s Sign Code, Chapter 15.600) and 17.
<i>(e) Affordable housing</i>	<ul style="list-style-type: none"> Not Applicable.
<i>(f) Parks and open space preservation</i>	<ul style="list-style-type: none"> Not Applicable.
<i>(g) Phasing</i>	<ul style="list-style-type: none"> Within the discretion of Developer, but four (4) Phases as described in this Development Agreement are anticipated.
<i>(h) Review procedures and standards for implementing decisions</i>	<ul style="list-style-type: none"> As provided pursuant to the current SeaTac Municipal Code (generally Title 16A) or, in Developer’s discretion, as provided in the then current Code.
<i>(i) A Buildout or vesting period for applicable standards</i>	<ul style="list-style-type: none"> Twenty years.
<i>(j) Any other appropriate development requirement or procedure</i>	<ul style="list-style-type: none"> None

C. Building Placement and Maximum Front Yard Setback. The Project will be developed substantially in conformance with the final site plan, attached hereto as Attachment “B” (the “Site Plan”), in Phases within the discretion of the Developer. The orientation of longest building façade in each building and the location of the main pedestrian entrance in each building shall be as shown on the Site Plan.

D. Parking Garage Ground Floor Retail. Parking Garage Ground Floor Retail may be located in the Phase 1 building instead of the Parking Garage and thereafter in the buildings of subsequent Phases. The total area of retail provided shall be at least the same in the Phase 1 building (or in subsequent buildings) as would be required in the parking garage ground floor. Developer shall provide direct pedestrian access to the retail area in the Phase 1 building with an entry way off of International Boulevard. If Developer relocates all or a portion of the retail area to other buildings, then Developer shall provide

direct pedestrian access to the retail area in the building(s) with an entry way off of the right of way frontage.

E. Parking Garage Screening. SMC 15.455.610.E.2 (Parking Structure Design – Appearance) and SMC 15.455.610.G (Parking Structure Design - Minimizing Views Into the Parking Structure Interior) shall apply only to west façade of the parking garage along 28th Avenue South, and only upon full build out of the parking garage, and otherwise such development regulations shall not apply to the Project. No “sign” as defined by SMC 15.600.015 may be installed on the Parking Garage Screen except in strict compliance with the City Sign Code (Ch. 15.600 SMC); provided however that garage screen designs and coloration may be used to evoke association with Alaska Airlines (such as use of Alaska Airlines color palette or evocative patterns). Developer otherwise may install signs on the Garage (and elsewhere in the Project) in compliance with the City Sign Code.

F. Applicable Building Code for Parking Garage if Built in Phases. Developer may choose to build the Parking Garage in two Phases. The first Phase of the Parking Garage may consist of the first three and one-half floors and will be constructed as part of Phase 1 of the Project. The second Phase of the Parking Garage will consist of completing the Garage to its full eight and one-half floors and shall be built no later than Phase 2 of the Project. If the Developer chooses to build the Parking Garage in these two Phases, then the Developer may design and build the first Parking Garage Phase with a foundation and other structural elements to accommodate the larger building that may be constructed in the second Parking Garage Phase. In addition, if the Developer also chooses to defer construction of the second Parking Garage Phase more than a few years following the date of this Agreement, then it is possible that the City’s building code may have been amended to incorporate the 2018 International Building Code as adopted by the International Code Council (the “2018 IBC”). However, the City may choose to adopt the 2018 IBC with certain amendments, which amendments cannot be known at the present time. In order to provide Developer with the certainty encouraged and allowed by RCW 36.70B.170 regarding the building code applicable to the Parking Garage, and in order to provide for the protection from serious threat to public health and safety, Developer may design and build both Phases of the Parking Garage to the 2018 IBC as adopted by the International Code Council as of the date of this Agreement, provided that the 2021 IBC (or a subsequent version of the IBC) has not yet been adopted by the City. If the City does adopt the 2021 IBC (or a subsequent version of the IBC), then, thereafter, any Phase of the Parking Garage for which Developer submits a complete application shall be designed and built to that subsequently adopted IBC.

G. Phasing of Sidewalk Improvements. Except as otherwise provided in Section 12.G, improvements required by SMC 13.200.010.D (Off-site improvements) may be phased to allow their construction concurrently with the construction of one of the adjacent phased buildings. However, in conjunction with development of Phase 1, and prior to the issuance of a Certificate of Occupancy for the Phase 1 building, Developer shall remove existing driveways along the Projects frontage streets that are not intended for re-use and replace them with sidewalk as shown on Exhibit J.

H. Storm Water Improvement Phasing. Storm water management facilities shall be constructed in accordance with SMC 12.10 (Surface and Storm Water Management). Developer may elect to construct detention and infiltration improvements in Phase 1, sized for the anticipated full Project Buildout. Future project Phases may connect to and benefit from the capacity constructed in Phase 1. Development following Phase 1 will prove compliance with drainage requirements in effect at the time of permit application for future Phases. If performance requirements for detention and infiltration (flow control BMP) are unchanged, then compliance for the Phase will be determined by comparison of the proposed tributary area and site coverage to that assumed in the Phase 1 drainage model. If performance requirements increase following Phase 1 construction, then Developer will provide supplementary improvements as required to meet then-current drainage code for the subsequent Phase. Detention volume and corresponding infiltration flow rates constructed in Phase 1 will be allocated to each subsequent Phase based on pro-rated tributary area and the Phase 1 drainage model.

I. Parking Garage Character and Massing -- Façade. The articulation of the parking garage façade need not conform to SMC 15.455.610.F.i (vertical articulation.)

J. Parking Garage Top Floor Wall Design. The top floor wall designs of the Parking Garage need not conform to one (1) or more of the options set forth in SMC 15.455.610.D.

K. Temporary Use of Former Hotel Parking Areas. Pending redevelopment as an office building in Phases 2, 3, and/or 4 of the Project, the Developer may utilize the currently constructed surface parking area depicted on Exhibit K for parking in conjunction with the office buildings developed in prior Phases of the Project. Developer shall not expand the parking area. It is agreed that use of this parking area for surface parking is non-conforming. However, since such use is temporary, compliance with the standards set forth in 15.455.400 through 15.455.500 SMC by the Developer is not required. Developer shall not be permitted to utilize such area for parking beyond the Buildout Period unless Developer brings such area into compliance with then current requirements for surface parking facilities prior to the expiration of the Buildout Period.

L. Minimum Parking Requirements. Developer may satisfy the minimum parking requirements set forth in SMC 15.455.120 by providing at least 70% of the parking spaces set for in SMC 15.455.120. Furthermore, at no time shall the number of parking spaces fall below 70% of the minimum parking requirements for the constructed Phases of the Project.

M. Location of Parking. The Parking Standards set forth in SMC 15.515.100.D.1 shall not apply to the Project.

N. Landscaping. Developer may satisfy the Building Façade Landscaping requirements set forth in SMC 15.445.210 by providing a minimum of 5 feet of Type V vegetation along the building facades, provided that portions of the building facades may

have pedestrian oriented hardscapes or paved areas in lieu of Type V vegetation. Such hardscapes or paved areas shall be used strategically in coordination with the building design to provide strong connections between the interior and exterior spaces. Such departure from the Building Façade Landscaping requirements shall be permitted only if the total landscaped area of the Project after application of this departure exceeds the minimum landscaped area otherwise required by Ch. 15.455 SMC. Developer will place a sufficient portion of such landscaping around the site perimeter of the Property in order to provide treatment of the edges.

Section 9. Minor Modifications. Minor modifications from the approved permits or the exhibits attached hereto may be approved in accordance with the provisions of the Code, including without limitation Chapter 13.100, and shall not require an amendment to this Agreement.

Section 10. SEPA Compliance.

A. Prior SEPA Documents. The parties acknowledge the environmental impacts of the Project have been adequately addressed and analyzed in prior environmental documents, including, but not limited to, the Project SEPA Checklist.

B. MDNS. The parties intend that the MDNS analyzing the impacts of the Project shall constitute compliance to the fullest extent possible under SEPA for all Implementing Approvals during the Buildout Period. The Developer shall comply with the mitigating conditions in the MDNS except as modified by the Project Development Standards in this Agreement.

C. Further SEPA Review Limited. Since this Agreement sets forth the mitigations and Development Standards to be applied during the Buildout Period to achieve full SEPA compliance, the City may, pursuant to the procedures and standards set forth in SEPA, Ch. 43.21C RCW, the SEPA Rules, Ch. 197-11 WAC as now exists or as are hereafter amended, require an EIS, a supplemental EIS, EIS addendum, DNS or MDNS requiring mitigation measures beyond those in this Agreement, only to the extent:

- i. the City concludes, pursuant to the SEPA Rules, WAC 197-11-600(3)(b)(i), that substantial changes have been made to the Project so that it is likely to have significant adverse impacts not previously analyzed in a SEPA environmental document; or
- ii. the City concludes, pursuant to the SEPA Rules, WAC 197-11-600(3)(b)(ii), that there is new information indicating probable significant adverse environmental impacts of the Project not previously analyzed in a SEPA environmental document.

Section 11. Applicable Land Use Fees, Transportation Impact Fees, and General Facility Charges.

A. Land use fees adopted by the City as of the Vesting Date may be increased by the City from time to time, and applicable to permits and approvals for the Property, as long as such fees apply to similar applications and projects in the City.

B. All transportation impact fees shall be paid as set forth in SMC Chapter 11.15; provided, however, that transportation impact fees that would otherwise be due upon building permit issuance in connection with each Phase of the Project shall be due instead upon the issuance of the Certificate of Occupancy for such Phase. For subsequent Phases, if the Developer provides a traffic analysis prepared by a professional transportation analyst mutually approved by the City and Developer demonstrating that there are fewer actual PM Peak Hour Trips than were used as the basis for the calculation of Transportation Impact Fees for the prior Phase, then the Developer shall receive a credit of those net PM Peak Trips against future Transportation Impact Fees for the Project. The Property has 46 vested PM Peak Hour Trips associated with the Property based on prior use, which will be used to calculate the net New PM Peak Hour Trips for Phase 1 of the Project.

Section 12. Phasing of Development.

A. Generally. The Project may be completed in up to four (4) Phases within the discretion of Developer (plus a possible additional sub-phase for the full build out of the parking garage), which are depicted generally on the Copper River Phasing Plan attached hereto as Exhibit I. Phasing is subject to compliance with the requirements of SEPA regarding phased environmental review. At the completion of each Phase, Developer must provide adequate access, parking, and utility facilities for all completed Phases. Substantial revisions to Phase boundaries or to the locations or numbers of buildings within any Phase require the approval of the Director. The Developer may construct or install greater infrastructure improvements than are required for any Phase in its discretion, as where greater infrastructure improvements may give the Developer an economy of scale.

B. Allocation of Conditions and Mitigation Measures among Phases. With respect to Project conditions, mitigation measures, and other requirements applicable to each Phase, the City and the Developer shall discuss and use reasonable efforts to negotiate the conditions, mitigation measures, and other applicable requirements applicable to each Phase, subject, however, to the authority of the City to exercise its legal authority to allocate such conditions, mitigation measures, and other requirements among the Phases, subject to this Development Agreement. The parties acknowledge that, because the Development will be phased, certain amenities associated with the Project must be available to all Phases of the Project, in order to address health, safety and welfare of the occupants of the Project.

C. Transportation Improvements. Transportation improvements required as a condition of City approval of any Project permit shall be completed prior to issuance of a Certificate of Occupancy for any building authorized under the Project permit.

D. Potable Water and Fire Flow Facilities. On-site potable water and fire flow facilities required as a condition of approval of any Project permit shall be completed before the City issues a Certificate of Occupancy for any building for which the facilities are required, provided, however, that on-site fire flow facilities shall be completed before the City issues a building permit for any combustible structure.

E. Sewer Facilities. On-site sewer facilities required as a condition of approval of any Project permit shall be completed before the City issues a Certificate of Occupancy for any building for which the facilities are required.

F. Storm Water Improvements. Storm water improvements required as a condition of City approval of any Project permit shall be completed prior to issuance of a Certificate of Occupancy for any building authorized under the Project permit.

G. Utilities. Utility facilities, other than sewer, storm sewer and water facilities, required as a condition of approval of any Project permit, shall be completed before the City issues a Certificate of Occupancy for any building for which the facilities are required.

H. Public Benefit. In compliance with SMC 15.115.030.C.11, the City has determined that all departures to the standards of the Code, as set forth in this Agreement, are in the judgment of the City, offset by providing a benefit to the City, including subparagraph 12.G to this Agreement, of equal or greater value relative to the departures requested.

I. Additional Public Benefit. Developer shall provide the City with the following additional public benefits:

i. Signalized Pedestrian Crossing of International Boulevard. Developer shall construct, at Developer's sole expense, and dedicate to the City, a signalized pedestrian crossing across International Boulevard in the location generally depicted in Exhibit L. This shall be completed no later than issuance of a Certificate of Occupancy for the Phase 1 building. The City shall operate and maintain such crossing at its sole expense.

ii. Artistic design of Signalized Pedestrian Crossing. Before and after such construction and dedication of the Signalized Pedestrian Crossing, Alaska may request that the City decorate such crossing with aviation, travel or similar themes in ways that are consistent with the city, state or federal laws and regulations applicable to such crossing, and such request shall be fully considered by the City. Developer shall pay all actual, reasonable costs incurred in so decorating such crossing at Developer's request. These costs include, without limitation, incremental additional maintenance costs, if any, directly resulting from such requested decoration.

iii. Permission for Limited Use of Parking Facilities. Developer shall grant the City permission to make nonexclusive use of the parking lots located at 19300 International Blvd. (CHQ) and 19521 International Blvd. (Horizon) ("Overflow Lots") for

overflow parking during special City events to be held at Angle Lake Park. Such permitted use shall be for up to ten (10) weekend or holiday days and/or weekday evenings (after 6:00 pm) each year during the Buildout Period, or until Developer no longer owns, uses, or controls either Overflow Lot, or until Developer has changed its use of either Overflow Lot from “parking lot” to some other use, whichever occurs first. Should either Overflow Lot no longer be available for City use, Developer will allow the City to utilize other parking areas owned, used, or controlled by the Developer and not utilized by Developer for 24 hour per day/ 7 days per week use (the “Substitute Lots”) consistent with this Subsection; provided that Developer has the legal right to allow the City to use such Substitute Lot. If either Overflow Lot becomes unavailable for City use hereunder, Developer shall notify City thereof and indicate which Substitute Lot or Lots are available, giving priority in good faith to Substitute Lots that are closest to Angle Lake Park. Any use by the City under this Subsection shall occur during specified daylight-only periods (except for the Fourth of July, if requested, which use may occur for up to two hours after sunset) as requested by the City. Any requests by the City to utilize the Overflow Lots (or Substitute Lots) shall be submitted no later than ninety (90) days prior to the event (unless a shorter time is acceptable to the Developer), and no usage by the City shall occur unless approved by Developer.

iv. Public Art Wrapped Traffic Signal Boxes. Developer shall install, at Developer’s sole expense, and dedicate to the City, two-dimensional artwork (the “Artwork”) on each of the seven (7) existing traffic signal boxes along International Boulevard and S. 192nd St. and adjacent to the Project as shown in Exhibit M (the “Copper River Boxes”). Such artwork may be of any medium, which will be digitally transferred to a special vinyl overlay that will be professionally wrapped around the traffic signal boxes. Developer may select the Artwork in its discretion subject to the City’s approval (which shall not be unreasonably denied) and all applicable laws and regulations, including the Sign Code. This shall be completed no later than issuance of a Certificate of Occupancy for the Phase 1 building. City shall maintain or replace such artwork at its sole expense. Developer shall make the Artwork available to the City for the purpose of reproducing and replacing it on the Copper River Boxes (but not for any other purpose), if Developer has sufficient legal rights to do so without incurring additional expense) If the City wishes to replace the Artwork during the term of the Development Agreement, with different works of art, then such replacement artwork shall be mutually agreed upon by the City and the Developer.

v. Phase 1 Improvements to the Perimeter of the Project. As part of the construction of Phase 1 of the Project, and prior to the issuance of a Certificate of Occupancy for the Phase 1 building, Developer shall provide the following perimeter improvements and landscaping in locations depicted on Exhibit N as described below. These improvements are either being installed earlier than the Code requires, or in excess of Code requirements:

1. Along S. 192nd St., adjacent to the existing surface parking lot, fill the existing “ditch” and install and maintain Type III landscape plantings (trees excluded). In addition, install the following civil improvements:

- a. New extruded curb the entire length of the surface parking;
 - b. Two (2) new Type 1 catch basins;
 - c. 12-inch storm pipe; and
 - d. Adjust existing catch basins to grade.
2. At the corner of International Boulevard and S. 192nd St., in the polygon area south and west of the right of way shown on Exhibit O, install and maintain 300 square feet of Type III landscaping (trees excluded) as generally depicted in Exhibit O. Developer shall maintain such landscaping during the Buildout Period until construction of a subsequent Phase requires an alternate use of such area of the Project Property, or until Developer no longer owns, uses or controls such area, whichever occurs first.
3. On the Property adjacent to International Boulevard South, install Type III frontage landscaping on the Property except as follows:
 - a. Trees that are installed at approximately 25' on center may be held +/- 12 feet inboard of property line in order to avoid conflicts with an existing Midway Sewer District easement that generally runs parallel with International Boulevard South
4. Within the International Boulevard South right-of-way adjacent to the Property, retain existing street trees (except for trees conflicting with the proposed driveways and the two southernmost trees as generally depicted on Exhibit P) and install sidewalk "bump-outs" with transition to existing sidewalk, in order to provide a six-foot (6') clear sidewalk width around each existing street tree. To the extent that the "bump outs" requires land outside the current right-of-way, Developer shall provide a public pedestrian sidewalk access easement to the City. In the location of the two southernmost trees, on-site improvements will provide a six-foot (6') clear sidewalk.
5. Contribute Fifty Thousand Dollars (\$50,000) to the City for the City to use to make water quality retrofit improvements in the South 192nd Street right-of-way. Such payment shall be made at the time of Developer's execution of this Agreement.

Section 13. Default.

A. Subject to extensions of time by mutual consent in writing, failure or delay by either party not released from this Agreement to perform any term or provision of this Agreement shall constitute a default. In the event of alleged default or breach of any terms or conditions of this Agreement, the party alleging such default or breach shall give the other party not fewer than thirty (30) days' notice in writing, specifying the nature of the alleged default and the manner in which said default may be cured. During this thirty (30) day period, the party charged shall not be considered in default for purposes of termination or institution of legal proceedings.

B. After notice and expiration of the thirty (30) day period, if such default has not been cured or is not being diligently cured in the manner set forth in the notice, the other party to this Agreement may, at its option, institute legal proceedings pursuant to this Agreement. In addition, the City may decide to file an action to enforce the Code and to obtain penalties and costs as provided in the Code for violations of this Agreement and the Code.

Section 14. Termination. This Agreement shall terminate upon (A) the expiration of the term identified in Section 6.A and (B) all of the Developer's obligations in connection therewith are satisfied as determined by the City. Upon termination of this Agreement, the City shall record a notice of such termination in a form satisfactory to the City Attorney.

Section 15. Effect of Termination on the Developer Obligations. Termination of this Agreement shall not affect any of the Developer's obligations to comply with the requirements of any applicable zoning code or zoning map or other applicable land use entitlement or regulation, any other conditions of any other development specified in the Agreement to continue after the termination of this Agreement, or obligations to pay assessments, liens, fees or taxes.

Section 16. Effects of Termination on City. Upon any termination of this Agreement as to the Developer of the Property or any portion thereof, the entitlements, conditions of development, limitations on fees and all other terms and conditions of this Agreement shall no longer be vested hereby with respect to the property affected by such termination.

Section 17. Assignment and Assumption.

A. The Developer shall have the right to assign all or any portion of its rights, liabilities, and obligations under this Agreement, subject to the conditions of Section 17.B.

B. The Developer shall be released of all liabilities and obligations under this Agreement as to any portion of the Property upon its assignment of all such liabilities and obligations to any successor developer and owner of such portion of the Property if the following conditions are met: (i) the Developer provides ten (10) business days advance written notice of the assignment to the City; and (ii) the assignee assumes in writing all liabilities and obligations of the Developer under this Agreement as to such portion of the Property. If the conditions for release are met under this subsection, then from and after the date of such assignment, the Developer shall have no further liability or obligation under this Agreement as to the portion of the Property to which the assignment relates (except to the extent the Developer has an equitable interest in assignee) and the assignee shall exercise the rights and perform the obligations of the Developer under this Agreement as to such portion.

C. This Agreement is made and entered into for the sole benefit and protection of the Developer, the City, and their respective successors and assigns, and no other person shall have any right of action based upon any provision of this Agreement, except

as expressly provided otherwise in this Agreement. There are no third party beneficiaries of this Agreement.

Section 18. Covenants Running with the Land. The conditions and covenants set forth in this Agreement and incorporated herein by the exhibits shall run with the land, and the benefits and burdens shall bind and inure to the benefit of the parties, their respective heirs, successors, and assigns.

Section 19. Amendment to Agreement; Effect of Agreement on Future Actions. This Agreement may be amended by the mutual consent of the City and the Developer, provided that any such amendment shall follow the process established by law for the adoption of a development agreement (see RCW 36.70B.200). However, nothing in this Agreement shall prevent the City Council from making any amendment to its Comprehensive Plan, Zoning Code, Official Zoning Map or development regulations affecting the Property during the term of this Agreement, as the City Council may deem necessary to the extent required by a serious threat to public health and safety. Nothing in this Agreement shall prevent the City Council from making any amendments of any type to the Comprehensive Plan, Zoning Code, Official Zoning Map or development regulations relating to the Property after termination of this Agreement.

Section 20. Notices. Notices, demands, correspondence to the City and the Developer shall be sufficiently given if dispatched by pre-paid first-class mail to the following addresses:

If to the Developer: AAG Real Property LLC Attn: VP Finance & Treasurer 19300 International Boulevard SeaTac, WA 98188	If to the City: City of SeaTac Attn: City Manager 4800 S. 188th St. SeaTac, WA 98188
--	--

The parties hereto may, from time to time, advise the other of new addresses for such notices, demands or correspondence.

Section 21. Applicable Law and Attorneys' Fees. This Agreement shall be construed and enforced in accordance with the laws of the State of Washington. If litigation is initiated to enforce the terms of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs from the non-prevailing party. Venue for any action shall lie in King County Superior Court, Maleng Regional Justice Center or the U.S. District Court for Western Washington.

Section 22. Third Party Legal Challenge. In the event any legal action or special proceeding is commenced by any person or entity other than a party to challenge this Agreement or any provision herein, the City may elect to tender the defense of such lawsuit or individual claims in the lawsuit to the Developer. In such event, the Developer

shall hold the City harmless from and defend the City from all costs and expenses incurred in the defense of such lawsuit or individual claims in the lawsuit, including but not limited to, attorneys' fees and expenses of litigation, and damages awarded to the prevailing party or parties in such litigation. The Developer shall not settle any lawsuit without the consent of the City. The City shall act in good faith and shall not unreasonably withhold consent to settle.

Section 23. Specific Performance. The parties specifically agree that damages are not an adequate remedy for breach of this Agreement, and that the parties are entitled to compel specific performance of all material terms of this Agreement by any party in default hereof.

Section 24. Severability. If any phrase, provision or section of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, or if any provision of this Agreement is rendered invalid or unenforceable according to the terms of any statute of the State of Washington that became effective after the Vesting Date, such invalidity shall not affect the validity of the remainder of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the dates set forth below:

AAG REAL PROPERTY LLC:

CITY OF SEATAC

By: _____
Name: _____
Its _____
Date: _____

By: _____
Name: _____
Its: _____
Date: _____

ATTEST:

City Clerk

APPROVED AS TO FORM:

SeaTac Legal Department

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the _____ of AAG REAL PROPERTY LLC, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____

Printed: _____
NOTARY PUBLIC in and for Washington
Residing at: _____
My appointment expires: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that **JOSEPH SCORCIO** is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the **CITY MANAGER** for the **CITY OF SEATAC** to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____

Printed Name: _____
Notary Public in and for the State of
Washington, residing at _____

My commission expires: _____

EXHIBIT A

List of Environmental Documents

1. SEPA Environmental Checklist dated January 18, 2018
2. Draft Geotechnical Engineering Report (Aspect Consulting, 2018); Phase I Environmental Site
3. Assessment (Aspect Consulting, 2018); Phase II Environmental Site Assessment (Aspect Consulting, 2018);
4. Tree Inventory (Berger Partnership, 2017); Shadow Graphics (NBBJ, 2018);
5. Transportation Impact Analysis (Transpo Group, 2018); and Greenhouse Gas Emissions Worksheet (EA, 2018).

EXHIBIT B



CITY OF SEATAC SEPA NOTICE



MITIGATED DETERMINATION OF NONSIGNIFICANCE FILE SEP18-0003

DESCRIPTION OF PROPOSAL: Copper River Development Project, a four-phase project consisting of four (4) office buildings totaling approx. 528,000 gsf, plus a 1,270 stall, 8 level parking garage. All existing structures and surface parking will be demolished to accommodate the project at full build-out. Site development will also require the removal of approx. 49,000 cy of soils and the importation of approx. 34,300 cy of fill. Overall project completion could take up to 10 years. The proponent will be requesting approval of a Development Agreement.

PROPONENT: Caroline Schuman, Seneca Group

LOCATION OF PROPOSAL: A seven (7) acre site on the south side of S. 192nd St. between International Blvd. and 28th Ave. S., extending approx. 560 ft. south.

LEAD AGENCY: City of SeaTac

The Responsible Official of the City of SeaTac hereby makes the following determination based upon impacts identified in the environmental checklist, supplemental materials, the Final Staff Evaluation, and conclusions of law based upon the City of SeaTac Comprehensive Plan, and other municipal policies, plans, rules and regulations designated as a basis for the exercise of substantive authority of the Washington State Environmental Policy Act Rules pursuant to R.C.W. 43.21C.060.

The lead agency for this proposal has determined that it does not have a probable significant adverse impact on the environment, and an environmental impact statement (EIS) is not required under RCW 43.21C.030(2)(c). This decision was made after review of a completed environmental checklist and other information on file with the lead agency. *The City reserves the right to review any new information, future revisions or alterations to the site or the proposal (WAC 197-11-340) in order to determine the environmental significance or non-significance of the project at that point of time.* Detailed information and copies of the determination are available to the public on request.

COMMENT PERIOD

This MDNS is issued under WAC 197-11-340(2); the lead agency will not act on this proposal for **14 days** from the date of issuance. Comments must be submitted by **5:00 P.M. on MARCH 27, 2018.**

APPEAL PERIOD

Any person wishing to appeal this determination may file such an appeal within **ten (10) days** from the end of the comment period of this MDNS. All appeals of the above determination must be filed by **5:00 P.M. APRIL 6, 2018.** **THERE IS A FEE TO APPEAL THIS DETERMINATION; SEE THE CITY'S FEE SCHEDULE.**

CITY OF SEATAC

SEPA NOTICE

RESPONSIBLE OFFICIAL: Steve Pilcher, Planning Manager
Department of Community and Economic Development
4800 S. 188th Street
SeaTac, Washington 98188
[206] 973-4750

MITIGATION MEASURES:

The applicant shall submit a Transportation Management Plan for the Copper River Development Project, substantially in compliance with SeaTac Municipal Code 11.30. City approval of this Plan shall occur prior to issuance of a Certificate of Occupancy for the Phase 1 office building. The Plan should include such elements as:

- Providing employees with a voucher to apply to various public transit modes;
- Providing secure bicycle racks/lockers and employee locker rooms/showers;
- Providing a Guaranteed Ride Home for employees who do not drive to work in a single occupancy vehicle;
- Providing compressed work week options;
- Offering telecommuting options;
- Providing a shuttle van service to connect the site to light rail stations;
- Providing transportation options for required trips to and from remote corporate work sites through transportation network companies, corporate shuttle or corporate pool cars;
- Other options consistent with SMC 11.30.050.


Steve Pilcher, AICP, Planning Manager

3/13/18
Date

DATE ISSUED/PUBLISHED IN THE SEATTLE TIMES:

MARCH 13, 2018

EXHIBIT C

Map of Current Comprehensive Plan Designations

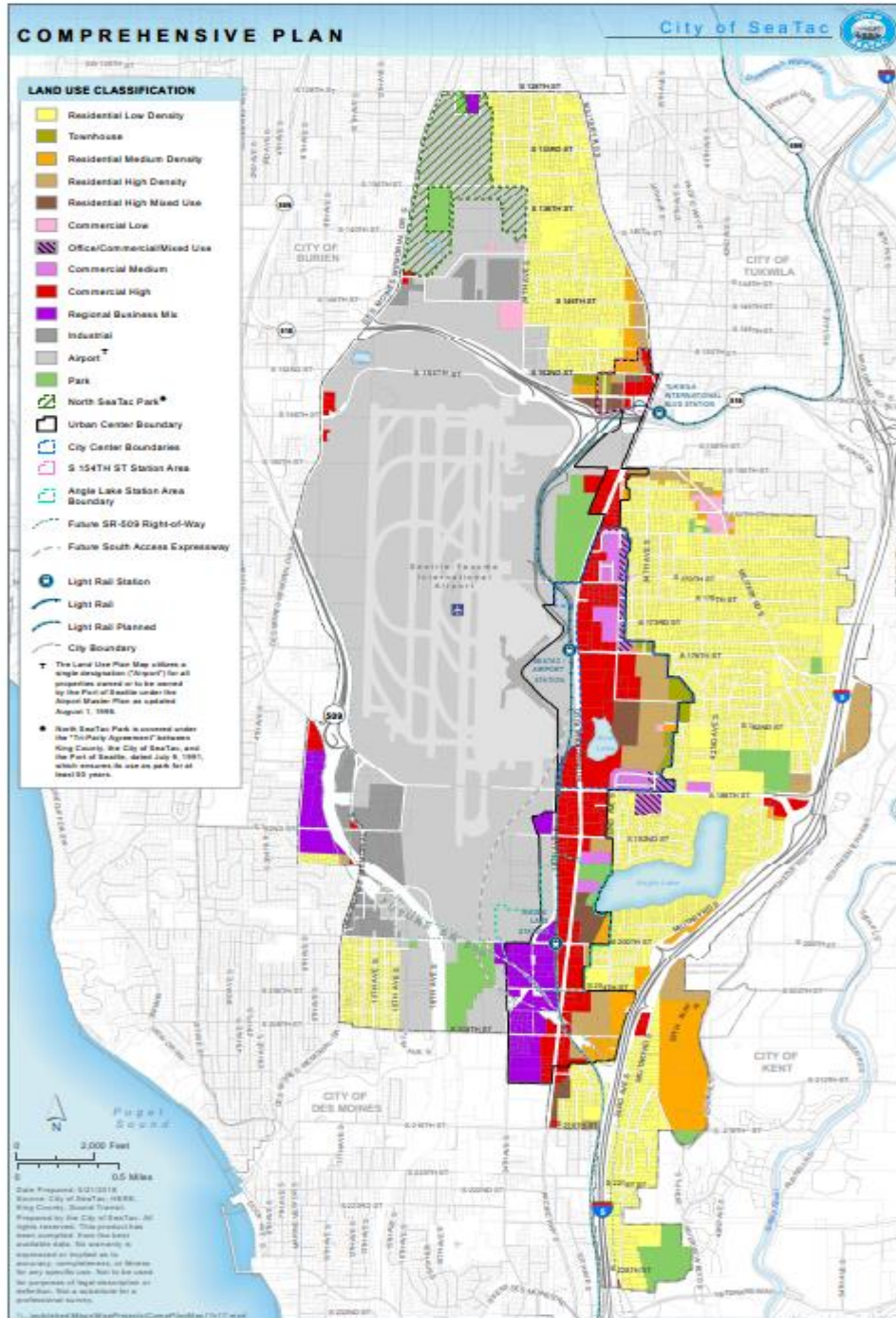


EXHIBIT D

Map of Current Zoning Designations

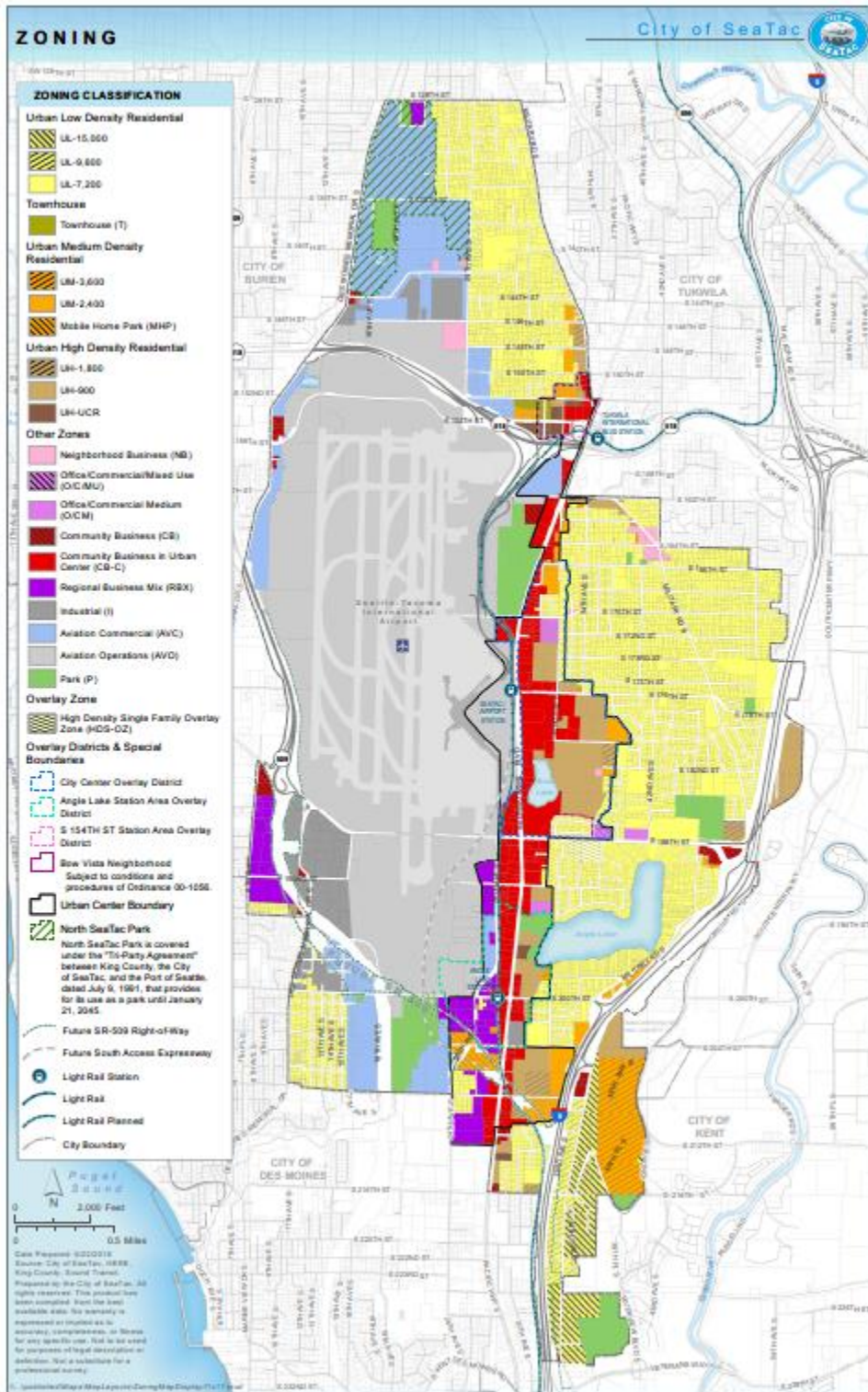


EXHIBIT E

Project Description

The proposed Copper River Development Project includes demolition of all existing structures and surface parking onsite, and construction at full Buildout of approximately 528,000 gsf of office space in four buildings and 1,270 parking spaces. Parking would be provided in an onsite parking garage, as well as podium parking within the proposed office buildings in Phases 2 and 4. Development of the proposed project would occur in four Phases, as illustrated in Exhibit I.

The proposed project will also require an administrative lot line adjustment in order to consolidate building lots for all of the proposed buildings. The proposed project will involve securing a signalized at-grade pedestrian crossing on International Blvd. adjacent to the Phase 1 office building, as well as landscaping revisions to the existing parking lot on the east side of International Boulevard. These revisions consist of a new pedestrian pathway to enhance the connection between the existing CHQ building and the new project area across the street to the west. The proposed improvements include the removal of existing parking stalls to be replaced with new landscaping, pedestrian concrete paving, and seating features. Additionally, portions of planting and paving adjacent to the existing CHQ building would be removed and replaced with new planting and paving.

Buildings and Uses

Phase 1 of the proposed project would involve construction of a 6-level office building containing approximately 143,000 gross square feet (GSF) of office uses and the first 3.5 levels of the proposed parking garage, as well as surface parking for approximately 130 vehicles and landscaping that would be provided on the remainder of the project site., together with podium parking, a 8.5-level parking garage with space for approximately 850 cars, and landscaping provided on the remainder of the project site.

Phases 2, 3, and 4 of the proposed project would each include construction of one 6-level office building containing approximately 132,000 GSF of office uses; buildings in Phases 2 and 4 of the project would also include construction of podium parking. The remaining levels of the 8.5-level parking structure would also be completed in Phases 2 – 4.

Total development proposed for Phases 1-4 is approximates 528,000 gsf of office space and would include roughly 1,270 parking spaces.

Parking and Loading

Parking for an estimated 850 vehicles would be provided in an 8.5-level parking garage; additional parking for a total of roughly 420 vehicles would be provided in each of the proposed office buildings in Phases 2 and 4 of the proposed project. Vehicle access to

the project at full Buildout would be consolidated to six driveways- two drive-ways along 28th Avenue S., one access on S. 192nd Street, and three access ways along International Boulevard. Access to the project site for Phase 1 would consist of four driveways, two of which would be located along 28th Avenue S and two along International Boulevard.

The Project shall comprise some or all of the following land uses, which shall be permitted outright within the Property during the term of this Agreement (uses are as defined by the Code):

1. Commercial/Industrial Accessory Uses
2. Conference/Convention Center
3. Professional Office
4. Electric Vehicle Infrastructure
5. Public/Private Parking
6. Day Care II
7. Sports Club
8. Recreation Center
9. Apparel/Accessory Store
10. Coffee Shop/Retail Food Shop
11. Espresso Stand
12. Restaurant
13. Restaurant, Fast Food
14. Communications Facilities
15. Wireless Communications Facilities
16. Utilities
17. Food trucks

Other land uses shall be permitted to the extent permitted by the Applicable Land Use Regulations.

EXHIBIT F

Legal Description of the Property

LOT A:

THAT PORTION OF GOVERNMENT LOT 1 IN SECTION 4, TOWNSHIP 22 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF GOVERNMENT LOT 1 AND THE CENTERLINE OF 28TH AVENUE SOUTH (COUNTY ROAD NO. 366);
THENCE SOUTH 01°07'49" EAST, ALONG SAID CENTERLINE, A DISTANCE OF 188.28 FEET;
THENCE SOUTH 87°42'38" EAST, A DISTANCE OF 52.09 FEET TO A POINT ON THE EASTERLY MARGIN OF SAID 28TH AVENUE SOUTH AS CREATED BY DOCUMENT RECORDED UNDER RECORDING NO. 20011001001363 AND THE POINT OF BEGINNING;
THENCE CONTINUING SOUTH 87°42'38" EAST, A DISTANCE OF 307.48 FEET;
THENCE NORTH 02°17'32" EAST, A DISTANCE OF 157.95 FEET TO A POINT ON THE SOUTHERLY MARGIN OF SOUTH 192ND STREET;
THENCE NORTH 87°42'38" WEST, ALONG SAID MARGIN, A DISTANCE OF 279.90 FEET;
THENCE SOUTH 55°19'18" WEST, A DISTANCE OF 44.17 FEET TO A POINT ON THE EASTERLY MARGIN OF 28TH AVENUE SOUTH;
THENCE SOUTH 01°07'49" EAST, ALONG SAID MARGIN, A DISTANCE OF 131.82 FEET TO THE POINT OF BEGINNING.

NEW LOT B:

THAT PORTION OF GOVERNMENT LOT 1 IN SECTION 4, TOWNSHIP 22 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF GOVERNMENT LOT 1 AND THE CENTERLINE OF 28TH AVENUE SOUTH (COUNTY ROAD NO. 366);
THENCE SOUTH 01°07'49" EAST, ALONG SAID CENTERLINE, A DISTANCE OF 188.28 FEET;
THENCE SOUTH 87°42'38" EAST, A DISTANCE OF 359.57 FEET TO THE POINT OF BEGINNING;
THENCE NORTH 02°17'22" EAST, A DISTANCE OF 157.95 FEET TO A POINT ON THE SOUTHERLY MARGIN OF SOUTH 192ND STREET;
THENCE SOUTH 87°42'38" EAST, ALONG SAID MARGIN, A DISTANCE OF 237.34 FEET;
THENCE SOUTH 26°23'15" EAST, A DISTANCE OF 57.95 FEET TO A POINT ON THE WESTERLY MARGIN OF INTERNATIONAL BOULEVARD, BEING A POINT OF CURVATURE, CONCAVE TO THE WEST, HAVING A RADIAL BEARING OF NORTH 86°11'16" WEST AND A RADIUS OF 5,680.00 FEET, THROUGH A CENTRAL ANGLE OF 00°16'33";
THENCE ALONG SAID CURVE AN ARC DISTANCE OF 27.35 FEET;
THENCE NORTH 85°54'43" WEST, A DISTANCE OF 2.12 FEET TO A POINT OF CURVATURE, CONCAVE TO THE WEST, HAVING A RADIAL BEARING OF NORTH 85°54'43" WEST AND A RADIUS OF 5,677.88 FEET, THROUGH A CENTRAL ANGLE OF 00°09'05";
THENCE ALONG SAID CURVE AN ARC DISTANCE OF 15.00 FEET;

THENCE SOUTH 8554'43" EAST, A DISTANCE OF 2.12 FEET TO A POINT OF CURVATURE, CONCAVE TO THE WEST, HAVING A RADIAL BEARING OF NORTH 8554'43" WEST AND A RADIUS OF 5,680.00 FEET, THROUGH A CENTRAL ANGLE OF 0019'14";
THENCE ALONG SAID CURVE AN ARC DISTANCE OF 64.83 FEET;
THENCE NORTH 8T42'38" WEST, A DISTANCE OF 261.29 TO THE POINT OF BEGINNING.

NEW LOT C:

THAT PORTION OF GOVERNMENT LOT 1 IN SECTION 4, TOWNSHIP 22 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF GOVERNMENT LOT 1 AND THE CENTERLINE OF 28TH AVENUE SOUTH (COUNTY ROAD NO. 366);
THENCE SOUTH 01'07'49" EAST, ALONG SAID CENTERLINE, A DISTANCE OF 188.28 FEET;
THENCE SOUTH 8T42'38" EAST, A DISTANCE OF 52.09 FEET TO A POINT ON THE EASTERLY MARGIN OF SAID 28TH AVENUE SOUTH AS CREATED BY DOCUMENT RECORDED UNDER RECORDING NO. 20011001001363 AND THE POINT OF BEGINNING;
THENCE CONTINUING SOUTH 8742'38" EAST, A DISTANCE OF 213.36 FEET;
THENCE SOUTH 0217'22" WEST, A DISTANCE OF 334.47 FEET;
THENCE NORTH 87'44'12" WEST, A DISTANCE OF 192.37 FEET TO A POINT ON THE EASTERLY MARGIN OF 28TH AVENUE SOUTH;
THENCE NORTH 01'07'49" WEST, ALONG SAID MARGIN, A DISTANCE OF 102.04 FEET;
THENCE SOUTH 8852'11" WEST, A DISTANCE OF 1.00 FOOT;
THENCE NORTH 01'07'49" WEST, A DISTANCE OF 233.17 FEET TO THE POINT OF BEGINNING;

NEW LOT D:

THAT PORTION OF GOVERNMENT LOT 1 IN SECTION 4, TOWNSHIP 22 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF GOVERNMENT LOT 1 AND THE CENTERLINE OF 28TH AVENUE SOUTH (COUNTY ROAD NO. 366);
THENCE SOUTH 01'07'34" EAST, ALONG SAID CENTERLINE, A DISTANCE OF 188.28 FEET;
THENCE SOUTH 87'42'38" EAST, A DISTANCE OF 265.45 FEET TO THE POINT OF BEGINNING;
THENCE CONTINUING SOUTH 8742'38" EAST, A DISTANCE OF 355.41 FEET TO A POINT ON THE WESTERLY MARGIN OF INTERNATIONAL BOULEVARD, BEING A POINT OF CURVATURE, CONCAVE TO THE WEST, HAVING A RADIAL BEARING OF NORTH 85'06'24" WEST AND A RADIUS OF 5,680.00 FEET, THROUGH A CENTRAL ANGLE OF 01'07'26";
THENCE ALONG SAID CURVE AN ARC DISTANCE OF 111.40 FEET;
THENCE SOUTH 06'05'05" WEST, A DISTANCE OF 144.12 FEET;
THENCE NORTH 6T39312" WEST, A DISTANCE OF 361.65 FEET;
THENCE NORTH 0217'22" EAST, A DISTANCE OF 131.01 FEET TO THE POINT OF BEGINNING.

NEW LOT E:

THAT PORTION OF GOVERNMENT LOT 1 IN SECTION 4, TOWNSHIP 22 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF GOVERNMENT LOT 1 AND THE CENTERLINE OF 28TH AVENUE SOUTH (COUNTY ROAD NO. 366);
THENCE SOUTH 0107'493' EAST, ALONG SAID CENTERLINE, A DISTANCE OF 188.28 FEET;
THENCE SOUTH 8T42'38" EAST, A DISTANCE OF 265.45 FEET;
THENCE SOUTH 0217'22' WEST, A DISTANCE OF 131.01 FEET TO THE POINT OF BEGINNING.
THENCE SOUTH 6719'1233 EAST, A DISTANCE OF 361.65 FEET TO A POINT ON THE WESTERLY MARGIN OF INTERNATIONAL BOULEVARD;
THENCE SOUTH 06'05305" WEST, ALONG SAID MARGIN, A DISTANCE OF 153.54 FEET;
THENCE NORTH 8T42'38" WEST, A DISTANCE OF 278.24 FEET;
THENCE NORTH 0217'22" EAST, A DISTANCE OF 73.79 FEET;
THENCE NORTH 8T4412" WEST, A DISTANCE OF 51.32 FEET;
THENCE NORTH 0217'22" EAST, A DISTANCE OF 203.46 FEET TO THE POINT OF BEGINNING

CHQ PARCEL:

POR S 1/2 OF N 1/2 GL 1 IN NE 1/4 STR 04-22-04 LY ELY OF SR 99 (PACIFIC HWY S) LESS S 75 FT OF E 409.6 FT OF E 1/2 SD S 1/2 OF N 1/2 GL 1 -- TCO 17-1527 & 17-1725

EXHIBIT G

Property Map

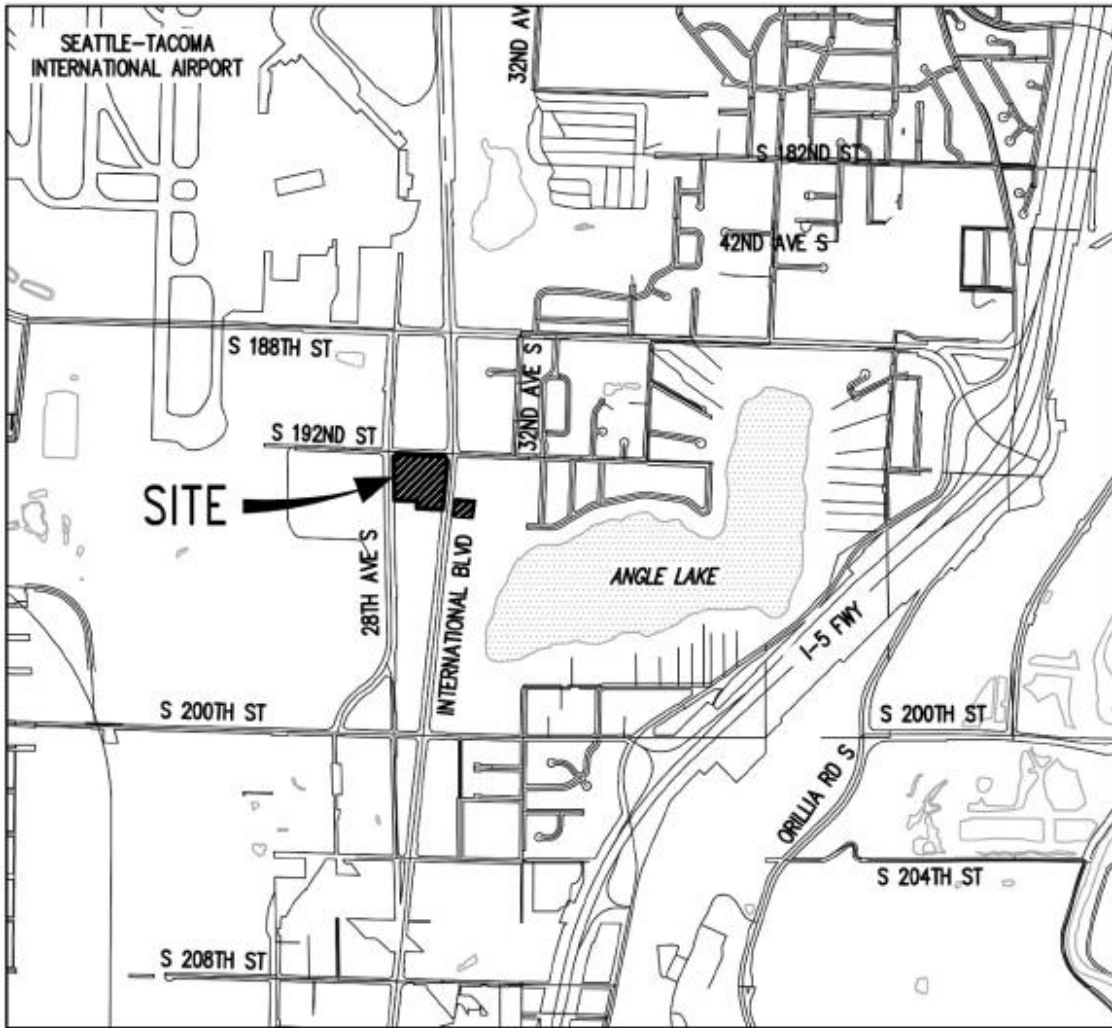


EXHIBIT H

List of Modified City Development Standards

Item No.	Description	SMC Section	Agreement Section
1	Increased vesting periods for Project approvals.	Various	7
2	Permitted uses.	15.205.040	8.A
3	Building Placement, Main Pedestrian Entry Placement, and Maximum Front Yard Setback as per the "Site Plan".	15.515.200.A 15.515.200.B	8.B
4	Parking Garage Ground Floor Retail may be located in Phase 1 building instead of the Parking Garage and thereafter in the buildings of subsequent Phases. The area of retail provided shall be at least the same in the Phase 1 building (or in subsequent buildings) as would be required in the parking garage ground floor. Developer shall provide direct pedestrian access to the retail area in the Phase 1 building with an entry way off of International Boulevard. If Developer relocates all or a portion of the retail area to other buildings, then Developer shall provide direct pedestrian access to the retail area in the building(s) with an entry way off of the right of way frontage.	15.455.620	8.C
5	Parking Garage Screening -- restrictions/requirements apply only to west façade; garage screen designs and coloration may be used to evoke association with Alaska Airlines.	15.455.610.E.2 15.455.610.G.2	8.D
6	Applicable Building Code for Parking Garage if Built in Phases—Developer shall design and build both Phases of the Parking Garage to the 2018 IBC as adopted by the International Code Council as of the date of the DA; provided that the 2021 IBC (or a subsequent version of the IBC) has not yet been adopted by the City. If the City does adopt the 2021 IBC (or a	13.110.020	8.E

	subsequent version of the IBC), then, thereafter, any Phase of the Parking Garage for which Developer submits a complete application shall be designed and built to that subsequently adopted IBC.		
7	Phasing of Off-Site Improvements (other than sidewalks) to allow their construction concurrently with the construction of one of the adjacent phased buildings.	13.200.010.A.3	8.F
8	Storm Water Improvement Phasing-- Developer may elect to construct detention and infiltration improvements in Phase 1, sized for the anticipated full Project Buildout. Future project Phases may connect to and benefit from the capacity constructed in Phase 1.	Ch. 12.10	8.G
9	Character and massing of the parking garage façade (vertical articulation) need not conform.	15.455.610.F.i	8.H
10	Top Floor Wall Design of Parking Garage need not conform to one (1) or more of the options set forth in the Code.	15.455.610.D	8.I
11	Allow non-conforming use of former hotel parking areas for the office buildings developed in prior Phases.	15.120	8.J
12	Minimum parking requirements shall allow for an approximately 30% reduction from minimum number of parking stalls required for each Project Phase.	15.455.120	8.K
13	Location of parking garage -- Parking Standards set forth in SMC 15.515.100.D.1 shall not apply.	15.515.100.D.1	8.L
14	Landscaping -- minimum of 5 feet of Type V vegetation along the building facades, provided that portions of the building facades may have pedestrian oriented hardscapes or paved areas in lieu of Type V vegetation if the total landscaped area of the Project after application of this departure exceeds the minimum landscaped area otherwise required.	15.445.210	8.M

	Developer will use reasonable efforts to place a sufficient portion of such landscaping around the site perimeter in order to provide treatment of the edges.		
15	Transportation Impact Fees – Fees that would otherwise be due upon building permit issuance in connection with each Phase of the Project shall be due instead upon the issuance of the Certificate of Occupancy for such Phase. For subsequent Phases, if there has been a reduction in the actual number of New PM Peak Hour Trips from the estimated number of New PM Peak Hour Trips on which the Transportation Impact Fees for the prior Phase were calculated, then Developer shall receive a credit against future Transportation Impact Fees in the amount of such Fees that Developer paid with respect to the number of Trips by which the estimated Trips exceeds the actual Trips for the prior Phase.	11.15.040	8.N

EXHIBIT I

Map of Copper River Phasing Plan

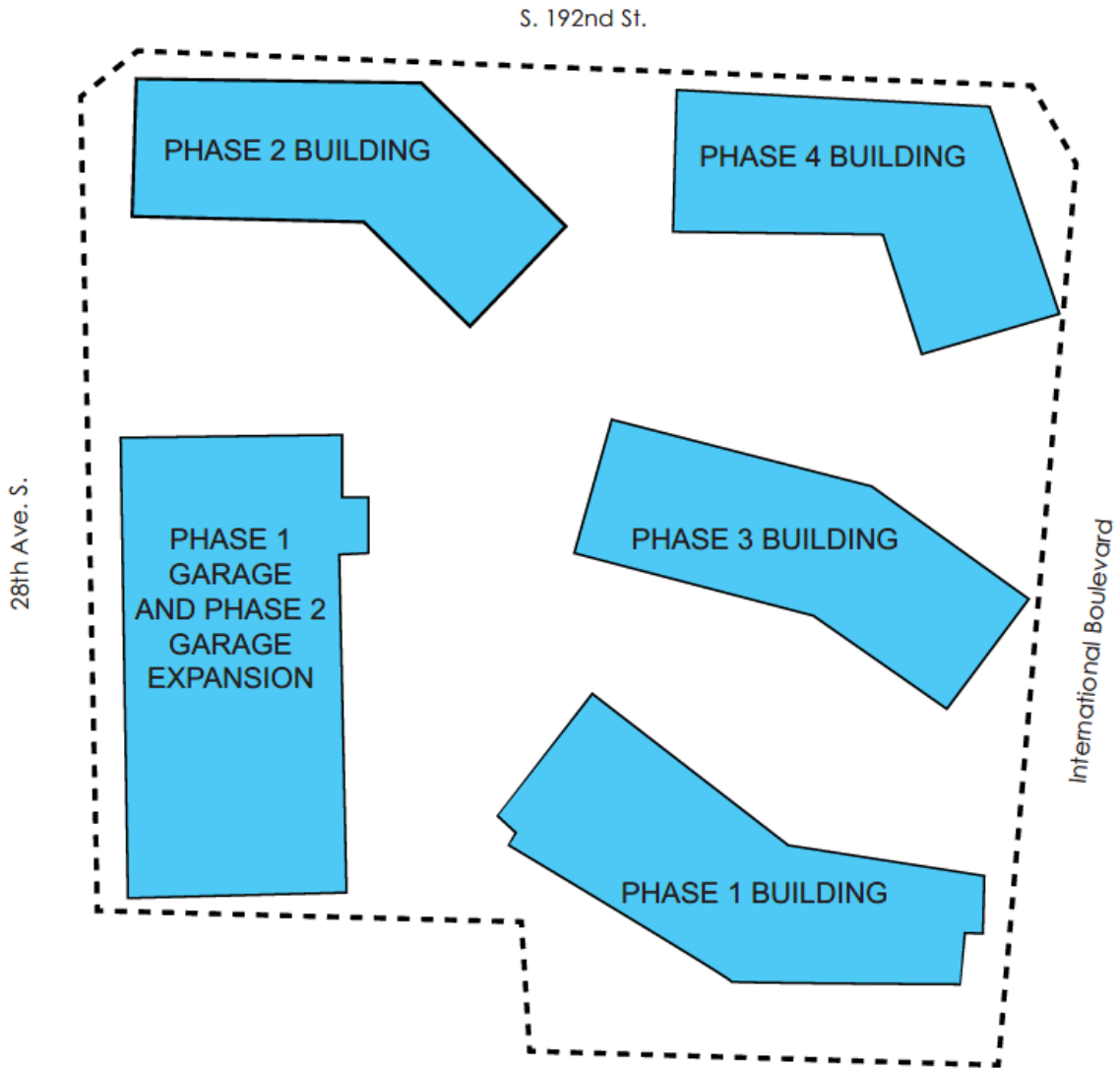


EXHIBIT J

Right Of Way Improvements



EXHIBIT K

Surface Area Parking



EXHIBIT L
Location of Pedestrian Crossing



PEDESTRIAN CROSSING
APPROXIMATE LOCATION

EXHIBIT M

Traffic Signal Boxes



Traffic Signal Boxes - 28th & 192nd



Traffic Signal Boxes - 192nd & IB



Traffic Signal Boxes for future crosswalk

EXHIBIT N

Perimeter Landscaping

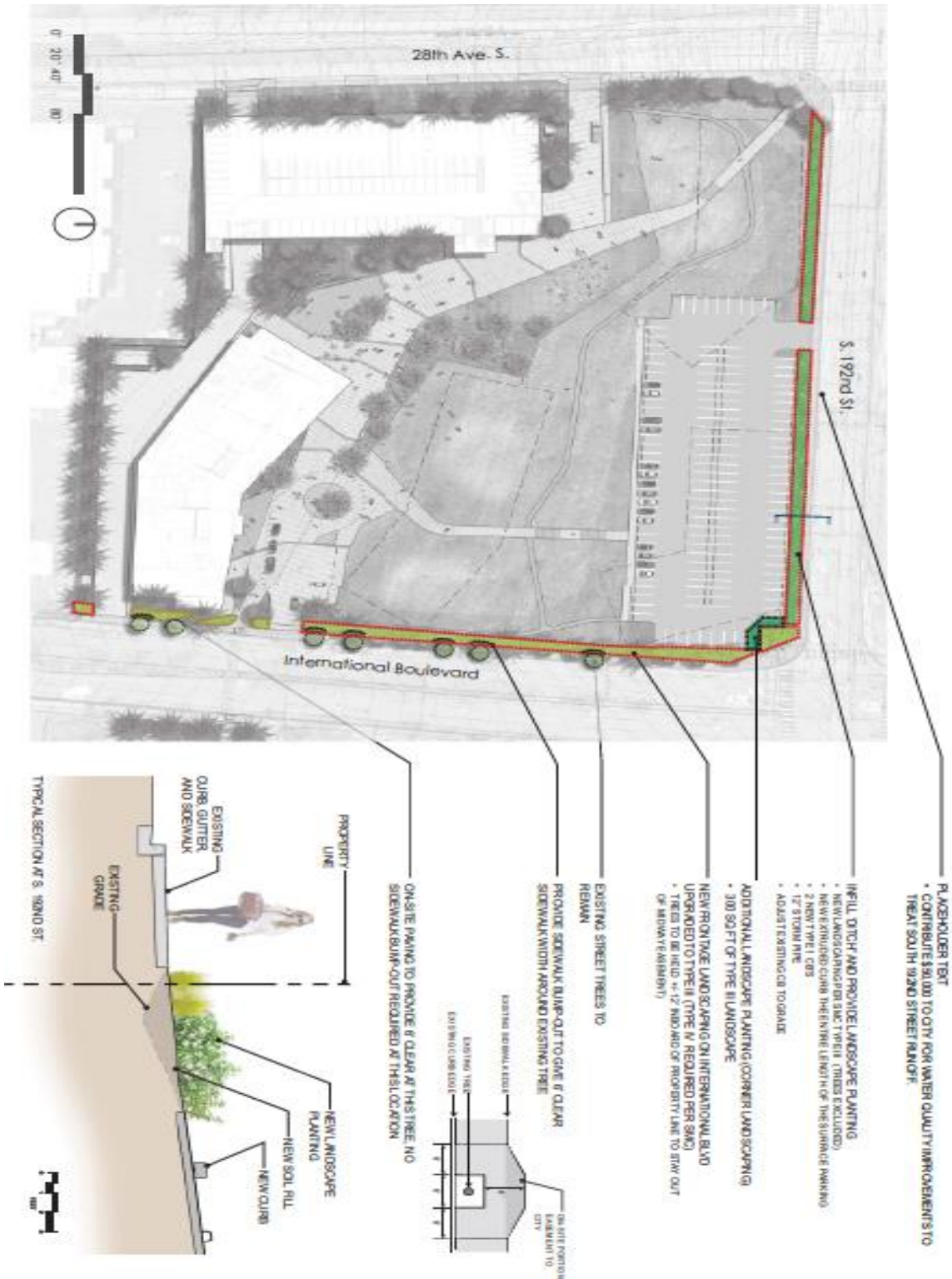


EXHIBIT O

International Blvd. /S. 192nd St. Corner Landscaping



Corner Landscaping



EXHIBIT P

Southernmost Street Trees



Southernmost Street Trees