

of the applicable procedures and standards necessary for Boeing's construction of a local access road within the reserved Strander right-of-way.

Pursuant to section 3.1 of the document, Boeing must dedicate to the City the necessary right-of-way from the LOP property in order to complete the extension of Strander Boulevard. The City has agreed that in exchange for this right-of-way: 1) the Traffic Mitigation Fee for development of the LOP shall be fully satisfied; 2) all of Boeing's obligations for the Strander extension across the LOP property and any other approaches to the property that may be required are fully satisfied; and, 3) all of Boeing's obligations for any other off-site transportation improvements within the City required to support the level of development contemplated by the Environmental Impact Statement for the LOP shall be fully satisfied.

The completion of this roadway dedication will satisfy the requirements established by the Strander Agreement. The action is also consistent with the terms established by the Development Agreement between the Boeing Company and the City of Renton for future development of Longacres Office Park, which was executed in December of 2002. Similarly, the establishment of the right-of-way extension conforms to the Binding Site Plan recorded for the LOP on February 21, 2003.

cc: Alex Pietsch, EDNSP Administrator  
Neil Watts, Development Services Director  
Jennifer Henning, Principal Planner  
Lesley Nishihira, Senior Planner



Return Address:  
 City Clerk's Office  
 City of Renton  
 1055 South Grady Way  
 Renton, WA 98055

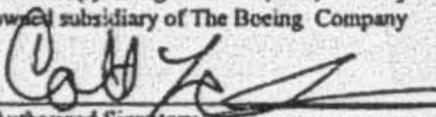
<b>DEED OF DEDICATION</b>		<b>Property Tax Parcel Number:</b> Portions of Tax Lot No. 252304-9002 & 252304-9062
Project File #: LUA-02-022, ECF, BSP		Street Intersection: SW 27 <sup>th</sup> Street & Oakedale Avenue SW
Reference Number(s) of Documents assigned or released. Additional reference numbers are on page _____.		
<b>Grantor(s):</b> 1. Longacres Park, Inc., a wholly-owned subsidiary of The Boeing Company	<b>Grantee(s):</b> 1. City of Renton, a Municipal Corporation	
<b>LEGAL DESCRIPTION:</b> (Area depicted on Exhibit A and additional legal description on Exhibit B) Tract F of the Boeing Longacres Property Binding Site Plan No. LUA-02-022, as recorded on February 21, 2003 under Recording No. 20030221002404, Records of King County, Washington. All situate in Section 25, Township 23 North, Range 4 East, Willamette Meridian, in the City of Renton, King County, Washington.		
The Grantor, for and in consideration of mutual benefits conveys, quit claims, dedicates and donates to the Grantee(s) as named above, the above described real estate situated in the County of King, State of Washington.		
IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year as written below.		
<b>Approved and Accepted By:</b>		
<b>Grantor(s):</b> Longacres Park, Inc., a wholly-owned subsidiary of The Boeing Company	<b>Grantee(s):</b> City of Renton, a Municipal Corporation	
 Authorized Signatory	 Mayor	
	_____ City Clerk	
	STATE OF WASHINGTON ) COUNTY OF KING ) SS	
	I certify that I know or have satisfactory evidence that Colette M. Temrink, Authorized Signatory of Longacres Park, Inc. signed this instrument and acknowledged it to be his/hers/their free and voluntary act for the uses and purposes mentioned in the instrument.	
	Arlene C. Rice Notary Public in and for the State of Washington Notary (Print) Arlene C. Rice	
	My appointment expires: Aug 15, 2007. Dated: 5/16/03.	

Exhibit A  
Map

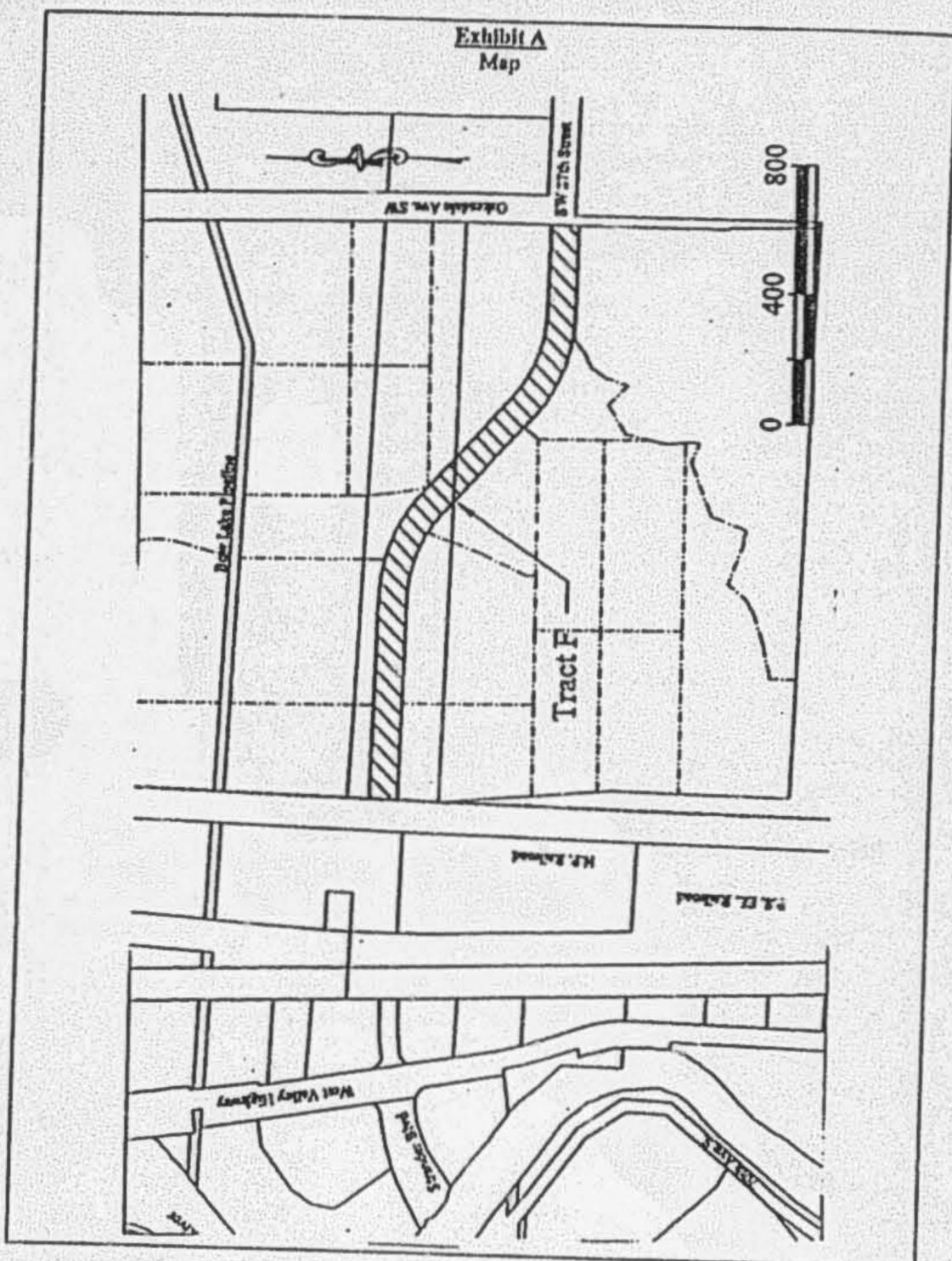


Exhibit B  
Legal Description

A STRIP OF LAND FOR ROAD PURPOSES, BEING A PORTION OF PARCELS F AND G AS DELINEATED ON SURVEY RECORDED UNDER KING COUNTY RECORDING NUMBER 9201169002, IN VOLUME 85 OF SURVEYS, PAGES 27 AND 27A, EXCEPT THAT PORTION THEREOF CONVEYED TO THE CITY OF RENTON FOR THE OAKSDALE EXTENSION BY DEED RECORDED UNDER KING COUNTY RECORDING NUMBER 9803250371;

BEING 90 FEET IN WIDTH, LYING 45 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE NORTHWEST CORNER OF SAID PARCEL F; THENCE SOUTH  $02^{\circ}06'48''$  WEST ALONG THE WEST LINE OF SAID PARCEL F, 115.30 FEET TO THE TRUE POINT OF BEGINNING; THENCE LEAVING SAID WEST LINE, SOUTH  $88^{\circ}29'52''$  EAST 642.81 FEET TO THE POINT OF CURVATURE WITH A 455.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF  $41^{\circ}21'21''$  AN ARC DISTANCE OF 328.42 FEET TO THE POINT OF TANGENCY; THENCE SOUTH  $47^{\circ}08'31''$  EAST 404.41 FEET TO THE POINT OF CURVATURE WITH A 445.00 FOOT RADIUS CURVE TO THE LEFT; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF  $41^{\circ}49'22''$  AN ARC DISTANCE OF 324.83 FEET TO THE POINT OF TANGENCY; THENCE SOUTH  $88^{\circ}57'53''$  EAST 240.18 FEET TO THE WEST MARGIN OF OAKSDALE EXTENSION AS DELINEATED ON SURVEY RECORDED UNDER KING COUNTY RECORDING NUMBER 20000630900001, IN VOLUME 138 OF SURVEYS, PAGES 212 AND 212A, AND THE TERMINUS OF SAID CENTERLINE DESCRIPTION.

CONTAINING 174,806 SQUARE FEET OR 4.01 ACRES, MORE OR LESS.

THE SIDELINES OF THIS RIGHT OF WAY SHALL BE SHORTENED OR LENGTHENED SO AS TO MEET AT ANGLE POINT AND TO TERMINATE AT ALL BOUNDARY LINES.

SITUATE IN THE CITY OF RENTON, COUNTY OF KING, STATE OF WASHINGTON.

**STRANDER AGREEMENT**

This AGREEMENT is made and entered into this 4<sup>th</sup> day of DECEMBER 2002, by and between THE BOEING COMPANY, a Delaware corporation ("Boeing"), and the CITY OF RENTON, a municipal corporation of the State of Washington ("the City").

**RECITALS**

A. Longacres Park, Inc ("LPI"), a wholly-owned subsidiary of Boeing, is the owner of certain real property ("Property"), known as the Longacres Office Park ("LOP"), located in the City of Renton, King County, Washington, and more particularly described in EXHIBIT A attached hereto and incorporated herein by this reference. LPI and Boeing have entered into a long-term Ground Lease ("Lease") with effect from January 1, 1993 pursuant to which Boeing may possess the Property through December 31, 2027 and may in certain circumstances extend the term of the Lease through December 31, 2057. Pursuant to the Lease, Boeing may enter into this Agreement in Boeing's own name. A memorandum of the Lease was recorded as No. 9707030128 in the Real Property Records of King County.

B. The City has included in its Transportation Improvement Program ("TIP") an extension of Strander Boulevard (also known as S.W. 27<sup>th</sup> Street) west from Oakesdale Avenue S.W. across the Property to the City limits of Renton ("Strander Extension" or "Extension").

C. On May 11, 1984, the City and Broadacres, Inc., Boeing's predecessor in interest, entered into an agreement recorded in King County as No. 8406010540 ("1984 Agreement"), providing for, among other things, (a) reservation of right of way for the Strander Extension across the Property, (b) establishment of an alignment for the Extension across the Property, (c) acquisition by the City of the reserved right of way, (d) construction by Broadacres of a local access road according to City street standards for local access roads within the reserved right of way, (e) payment by Broadacres not to exceed 30 percent of the total cost of extending Strander from the east Property line to 200 feet east of the Burlington Northern railroad right of way, and (f) reduction of Broadacres' payment by the full cost expended by Broadacres in designing and constructing the local access road.

D. The Environmental Impact Statement ("EIS") Mitigation Document for the LOP that was issued in May, 1995 ("Mitigation Document") included a Transportation Mitigation Conditions Agreement that among other provisions requires Boeing to pay to the City transportation mitigation fees of \$75.00 per trip ("City Transportation Mitigation Fee") based on 27,000 average daily trips to be generated by full development of the LOP ("LOP Mitigation Fee"). Boeing has paid to the City, as transportation mitigation fees under the Transportation Mitigation Conditions Agreement, \$157,500 (based on 2,100 average daily trips) at the time of permit application for the Boeing Commercial Airplane Group ("BCAG") Headquarters Building and \$69,750 (based on 930 average daily trips) at the time of permit application for the Boeing-Renton Family Care Centre. The LOP Mitigation Fee less the transportation mitigation fees already paid to the City ("Net LOP Mitigation Fee") as of the date of this Agreement is \$1,797,750 (based on 23,970 average daily trips, referenced hereinafter as the "Prepaid Trips").

E. Boeing now plans to prepare the Property for potential development that will require (a) modification of the 1984 Agreement right of way alignment, (b) modification of Boeing's payment obligations for the Extension to address current conditions, and (c) clarification of the procedures and standards for Boeing to construct a local access road within the reserved right of way for the Strander Extension.

F. The City desires to confirm the availability, location and funding of the Strander right of way and extension. In addition, the City has received information and data provided by Boeing indicating that expansion and improvement of the Grady Way and Oakesdale Avenue intersection will be required as a result of traffic demands from the completion of Oakesdale Avenue and future development in the area.

G. Boeing and the City desire to rescind the 1984 Agreement and to enter into a new agreement regarding the Strander Extension to replace the 1984 Agreement.

H. Establishing this Agreement will materially aid the City in approaching the State of Washington and federal funding agencies for financial assistance in developing the Strander Extension project.

I. The City and Boeing consider this effort to be a public-private partnership and approach it and this Agreement in the spirit of partners, anticipating that issues and unforeseen events will be resolved on a mutually agreeable basis as they arise during the course of performance of this Agreement.

## AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and under the terms and conditions hereinafter set forth, the receipt and sufficiency of which is hereby acknowledged, the parties hereto covenant and agree as follows:

1. Right of Way Reservation and Alignment. Boeing agrees to reserve for the duration of this Agreement a 90-foot wide right of way across, over, and through the Property for the Strander Extension according to the alignment described in EXHIBIT B, attached hereto and incorporated herein by this reference, and approximately depicted in EXHIBIT C, also attached hereto and incorporated herein by this reference ("Right of Way Reservation"). The City agrees that the alignment of the Strander Extension shall be located within the Right of Way Reservation.

2. Building Restriction. Unless otherwise provided in this Agreement, Boeing agrees not to construct permanent buildings within the Right of Way Reservation and setbacks from the Right of Way Reservation that are required by City Code. For purposes of this Agreement, the term "building" shall mean any structure having a roof supported by columns or walls and intended for the shelter, housing or enclosure of any individual, animal, process, equipment, goods or materials of any kind or nature.

3. Right of Way Acquisition.

3.1. Boeing agrees to dedicate to the City that portion of the Property located within the Right of Way Reservation ("Right of Way Property"). This dedication shall be accepted by

the City within 180 days from the date of this Agreement. In consideration for the dedication of the Right of Way Property, the City agrees that (a) the LOP Mitigation Fee payable to the City of Renton for the LOP shall be fully satisfied, (b) all of Boeing's obligations for the Strander Extension across the Property and approaches to the Property that may be imposed by the City or any financing jurisdiction shall be fully satisfied, and (c) all of Boeing's obligations for any other off-site transportation improvements within the City of Renton that are required to support the level of full development of the LOP as contemplated in the EIS shall be fully satisfied.

3.2. The City agrees to enter into formal discussions with Boeing regarding placement of the proposed expansion and improvement of the Grady Way and Oakesdale Avenue intersection as a priority project on the City's TIP at the next scheduled update of the TIP. Any agreement reached between the City and Boeing on this subject shall be memorialized and approved in a separate document.

3.3. The City agrees not to adopt an authorization under applicable law for the acquisition of all or part of the Right of Way Property under condemnation or threat of condemnation during the term of this Agreement, unless Boeing fails to dedicate the Right of Way Property in accordance with the terms and provisions of this Agreement.

3.4. The City agrees that Boeing may at the time of City acquisition of the Right of Way Property reserve a nonexclusive perpetual easement over, across, along, in, upon, under, and through the Right of Way Property for purposes that include access, utility, drainage, and any regulatory requirements applicable to the development of LOP. Any uses for the Right of Way Property proposed by Boeing other than for those purposes will require prior City approval, which shall not be unreasonably withheld.

#### 4. Reserve Account.

4.1. Upon dedication of the Right of Way Property to the City, the City agrees to create a reserve account in Boeing's name ("Reserve Account") that contains the Prepaid Trips. Trips in the Reserve Account shall be considered the personal property of Boeing unless they are assigned by Boeing to a successor in interest to all or any portion of real property located in the City of Renton, including, but not limited to, an owner's association or similar entity governing any or all of such property. Boeing may at its sole discretion withdraw from the Reserve Account all or a portion of the Prepaid Trips, to be credited against and constitute full payment of the City Transportation Mitigation Fee for the equal number of trips generated by development of any property owned by Boeing within the City of Renton as of the date of this Agreement ("Renton Properties") that would otherwise be subject to the City Transportation Mitigation Fee. The Renton Properties are described in EXHIBIT D attached hereto and incorporated herein by this reference. If and when Boeing withdraws such Prepaid Trips from the Reserve Account, the number of Prepaid Trips in the Reserve Account shall be correspondingly reduced. Should Boeing choose to assign Prepaid Trips to projects other than LOP, those Prepaid Trips will no longer be available for LOP transportation mitigation.

4.2. Boeing shall timely notify the City, as provided in this Agreement, of the withdrawal, designation, or assignment of trips in the Reserve Account by providing to the City a document in the form and content described by EXHIBIT E attached hereto and incorporated herein by this reference. The City agrees to provide to Boeing written confirmation of such withdrawal, designation, or assignment, also as described by EXHIBIT E.

5. Review of Plans. The City agrees to use its best and timely efforts to include Boeing in the planning and design of the Strander Extension. Prior to City approval of construction plans for the Strander Extension, but in any event no later than sixty (60) days prior to commencement of construction of the Strander Extension, the City shall provide Boeing with engineering, architectural, and other construction plans for the Extension and related improvement, including but not limited to signal control systems, utilities, sidewalks, driveway access, walls, fencing, lighting, and signing.

6. Local Access Road. Should Boeing require Property access prior to completion of the Strander Extension, Boeing may construct upon all or part of the Right of Way Property a local access road to City standards ("Local Access Road"). The Local Access Road may include roadway, utilities, stormwater facilities, sidewalks, lighting, and other structures required by Boeing and the City. The Local Access Road shall be dedicated to the City for public use within thirty (30) days following its completion. The City agrees that the Local Access Road or a mutually agreed upon detour route shall remain open to vehicular traffic during construction of the Strander Extension. The City agrees to reimburse Boeing at the time of the Strander Extension construction for all design and construction costs incurred for Local Access Road components that are designed and constructed to City standards for and that may be incorporated into the Strander Extension project.

7. Street Access and Intersections.

7.1. All Property frontage along the Strander extension shall have access to the public right of way, unless otherwise agreed by the parties.

7.2. Boeing may establish along the Strander Extension two intersections with streets to the north and south of the Extension. Boeing may propose additional intersections in the future for consideration and possible approval by the City. Boeing shall pay full cost for any traffic signal(s) required at any intersections established. Boeing may also establish along the Strander Extension private driveway access points, subject to City Code requirements; provided, however, that the City reserves the right to limit turning movements at such private driveway access points to right-in and right-out only.

8. Termination. This Agreement shall terminate twenty (20) years from the date of execution of this Agreement, or upon final completion of the Strander Extension, whichever occurs earlier. If construction of the Strander Extension has not been fully funded and commenced by the date of termination of this Agreement, Boeing at its sole discretion may require that the City reconvey to Boeing the Right of Way Property exclusive of the Local Access Road if dedicated to the City as provided in Paragraph 6 of this Agreement. When the Right of Way Property is reconveyed to Boeing by the City, Boeing shall pay to the City the amount of the Net LOP Mitigation Fee credited to Boeing under Paragraph 3.1 of this Agreement.

9. Default. In the event of a default or failure of performance by either party of any term or condition under this Agreement, the defaulting party shall have thirty (30) days after written notice given to that party by the non-defaulting party, as provided in this Agreement, to cure the default; provided, however, that if the cure cannot reasonably be completed within such thirty (30) day period, the defaulting party shall have such longer period as is reasonably necessary to cure the default so long as the defaulting party shall commence the cure within the thirty (30) day period and thereafter complete the cure with due diligence.

10. Successors and Assigns. This Agreement and each of the terms, provisions, conditions, and covenants herein shall run with the land and shall inure to the benefit of and be binding upon the parties and their respective successors and assigns. The parties acknowledge that Boeing may assign this Agreement to an owner's association or similar entity for the Property, and agree that upon such assignment Boeing shall be released from all rights and obligations hereunder. Notwithstanding the foregoing, the parties agree that Boeing may retain all rights to the Prepaid Trips in the Reserve Account, as provided in Paragraph 4.1, and may assign those rights for withdrawal and use as provided in this Agreement.

11. Rescission of 1984 Agreement. Upon execution of this Agreement, the 1984 Agreement shall be null, void, and without effect.

12. Compliance with Laws. The parties shall at all times exercise the rights granted to them under this Agreement in accordance with all applicable statutes, orders, rules and regulations of any public authority having jurisdiction.

13. Governing Law. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Washington. Venue for any action under this Agreement shall be King County, Washington.

14. Notice. Any notice required or permitted to be given under this Agreement shall be in writing and shall be delivered to the following designees:

If to Boeing: Colette Temmink  
The Boeing Company  
MC 1F-58  
P.O. Box 3707  
Seattle, WA 98124  
Fax: 206-662-1355

with a second notice to: Gerald Bresslour, Esq.  
The Boeing Company  
MC 13-08  
P.O. Box 3707  
Seattle, WA 98124  
Fax: 425-965-8230

If to City of Renton: Gregg Zimmerman  
Administrator of Planning, Building, and Public Works  
City of Renton  
1055 South Grady Way  
Renton, WA 98055  
Fax: 425-430-7241

with a second notice to: Sandra Meyer  
Planning, Building, and Public Works  
City of Renton  
1055 South Grady Way  
Renton, WA 98055

Fax: 425-430-7241

Notices may be delivered by facsimile or U.S. mail. Notices shall be deemed effective, if mailed, upon the second business day following deposit thereof in the United States mail, postage prepaid, certified or registered mail, return receipt requested, or upon delivery thereof if otherwise given. Either party may change the address to which notices may be given by giving notice as above provided. Boeing or its successor or assign to this Agreement shall give notice to the City of what successor property owners shall be given separate notices under this Paragraph 14 in addition to the above.

IN WITNESS WHEREOF, pursuant to the provisions of Ordinance No. 4260 of the City of Renton, said City has caused this instrument to be executed by its Mayor  
DATED this 10<sup>th</sup> day of December, 2002

THE BOEING COMPANY, a Delaware corporation

By: Philip W. Cyburt  
Philip W. Cyburt  
Vice President

APPROVED AS TO FORM:  
the State of Washington

Lawrence J. Warren  
Lawrence J. Warren  
City Attorney

THE CITY OF RENTON, a municipal corporation of

By: Jesse Tanner  
Its: Mayor

ATTEST/AUTHENTICATED:

Bonnie S. Walton  
Renton City Clerk

4 02-022

CITY OF RENTON COUNCIL AGENDA BILL

AI#

Submitting Data: Planning/Building/Public Works Dept/Div/Board: Development Services Division Staff Contact... Lesley Nishihira (x7270)	For Agenda of: June 2, 2003														
Subject: Acceptance of the dedication of SW 27 <sup>th</sup> Street (aka Strander Blvd) from the Boeing Longacres Office Park (LOP) property	Agenda Status Consent..... X Public Hearing.. Correspondence.. Ordinance..... Resolution..... Old Business..... New Business..... Study Sessions..... Information.....														
Exhibits: • Issue Paper • Vicinity Map • Deed of Dedication • Strander Agreement (without exhibits)	<table border="1"> <tr><th colspan="2">CONCURRENCE</th></tr> <tr><th colspan="2">DATE 5-21-03</th></tr> <tr><th>NAME</th><th>INITIAL/DATE</th></tr> <tr><td>L. NISHIHIRA</td><td>LN/5/21/03</td></tr> <tr><td>J. HENNING</td><td>JH/5/21/03</td></tr> <tr><td>N. WATTS</td><td>NW/5/21/03</td></tr> <tr><td>G. ZIMMERMAN</td><td>GZ/5/21/03</td></tr> </table>	CONCURRENCE		DATE 5-21-03		NAME	INITIAL/DATE	L. NISHIHIRA	LN/5/21/03	J. HENNING	JH/5/21/03	N. WATTS	NW/5/21/03	G. ZIMMERMAN	GZ/5/21/03
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G. ZIMMERMAN	GZ/5/21/03														

Recommended Action: Council concur	Approvals: Legal Dept..... Finance Dept..... Other.....
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Fiscal Impact: Expenditure Required... N/A Amount Budgeted..... N/A Total Project Budget N/A	Transfer/Amendment..... N/A Revenue Generated..... N/A City Share Total Project.. N/A
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**SUMMARY OF ACTION:**

Pursuant to section 3.1 of the Strander Agreement (CAG-02-211), Boeing must dedicate to the City additional right-of-way from the Longacres Office Park (LOP) property in order to complete the extension of SW 27<sup>th</sup> Street (aka Strander Blvd.). As established by the agreement, the City has agreed that in exchange for this right-of-way: 1) the Traffic Mitigation Fee for development of the LOP shall be fully satisfied; 2) all of Boeing's obligations for the Strander extension across the LOP property and any other approaches to the property that may be required are fully satisfied; and, 3) all of Boeing's obligations for any other off-site transportation improvements within the City required to support the level of development contemplated by the Environmental Impact Statement for the LOP shall be fully satisfied. The completion of this dedication will satisfy the requirements established by the agreement.

**STAFF RECOMMENDATION:**

Staff recommends that Council authorize the Mayor and City Clerk to execute the Deed of Dedication.

**CITY OF RENTON**  
**Planning/Building/Public Works**  
**MEMORANDUM**

CONCURRENCE	
DATE 5.21.03	
NAME	INITIAL/DATE
L. NISHIHIRA	L/N/5-21
J. MEARNING	JM/5/21
N. WATTS	NW/5/21
G. ZIMMERMAN	

DATE: May 21, 2003  
TO: Kathy Keolker-Wheeler, Council President  
Members of the Renton City Council  
VIA: Mayor Jesse Tanner  
FROM: Gregg Zimmerman, Administrator  
STAFF CONTACT: Lesley Nishihira, Development/Planning, x7270  
SUBJECT: SW 27<sup>th</sup> Street (aka Strander Boulevard) –  
Acceptance of Dedication

**ISSUE:**

The Boeing Company is requesting the City's acceptance of the dedication of SW 27<sup>th</sup> Street (aka Strander Boulevard) from the Boeing Longacres Office Park property.

**RECOMMENDATION:**

Staff recommends Council accept the proposed dedication of SW 27<sup>th</sup> Street and authorize the Mayor and the City Clerk to execute the Deed of Dedication.

**BACKGROUND SUMMARY:**

In December of 2002, the City entered into an agreement with the Boeing Company regarding the extension of the SW 27<sup>th</sup> Street right-of-way through the Longacres Office Park (LOP) property. The agreement refers to SW 27<sup>th</sup> Street as "Strander Boulevard" within the executed document (CAG-02-211).

The agreement establishes that the extension of Strander Boulevard from Oakesdale Avenue SW across the LOP site to the city limits of Renton is included in the City's Transportation Improvement Program. The agreement also acknowledges the City's desire to confirm the availability, location and funding of the Strander right-of-way and extension.

The agreement further establishes Boeing's intent to prepare the LOP property for potential development; thereby necessitating the rescission of the 1984 Agreement right-of-way alignment, as well as the modification of Boeing's payment obligations for the extension in light of current conditions. In addition, the agreement provides clarification

**CITY OF RENTON COUNCIL AGENDA BILL**

A1# \_\_\_\_\_

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Recommended Action: Council concur	Approvals: Legal Dept..... Finance Dept..... Other.....
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**CITY OF RENTON**  
**Planning/Building/Public Works**  
**MEMORANDUM**

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**DATE:** May 21, 2003  
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Members of the Renton City Council  
**VIA:** Mayor Jesse Tanner  
**FROM:** Gregg Zimmerman, Administrator  
**STAFF CONTACT:** Lesley Nishihira, Development/Planning, x7270  
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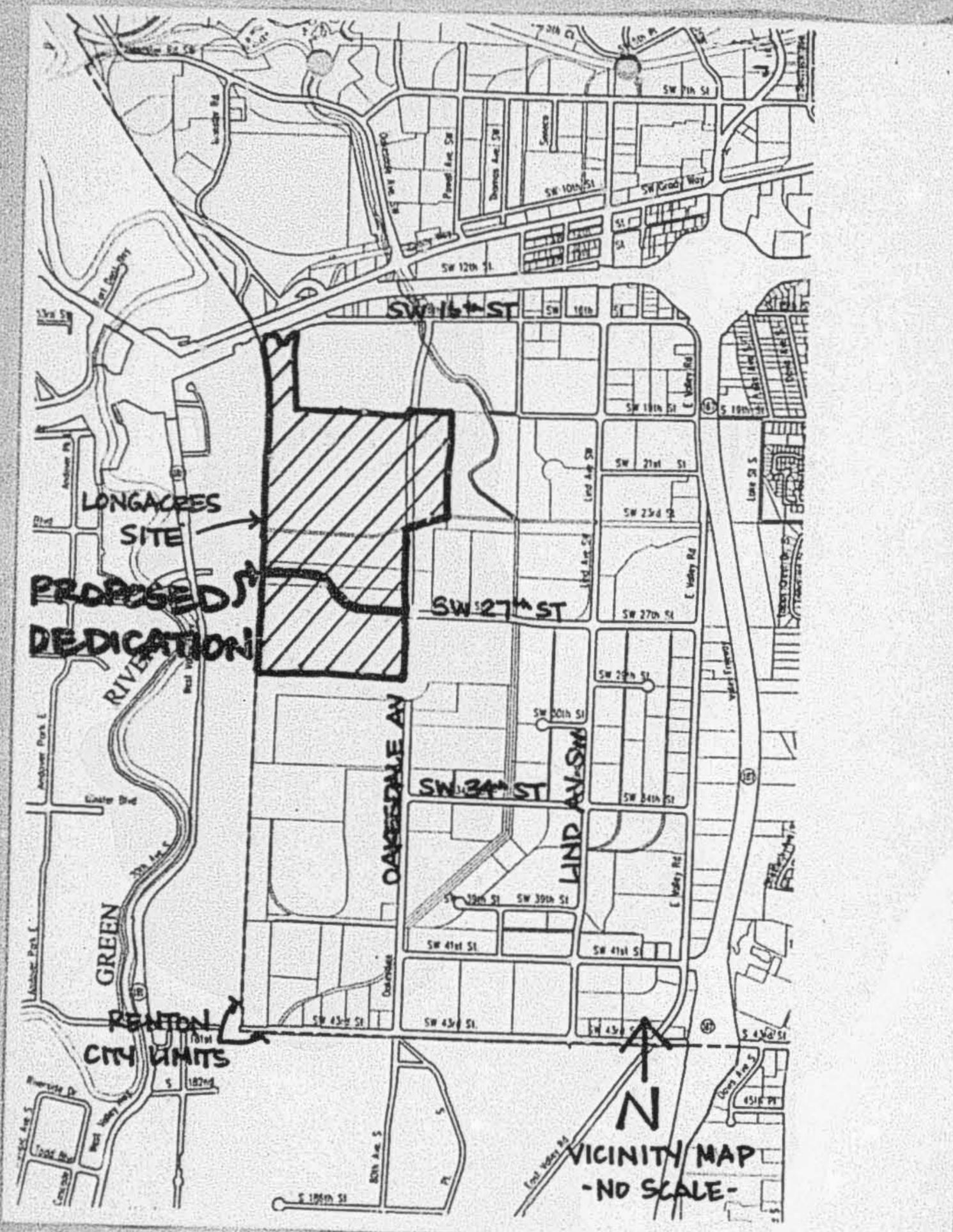
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cc: Alex Pietsch, EDNSP Administrator  
Neil Watts, Development Services Director  
Jennifer Henning, Principal Planner  
Lesley Nishihira, Senior Planner



Return Address:  
 City Clerk's Office  
 City of Renton  
 1055 South Grady Way  
 Renton, WA 98055

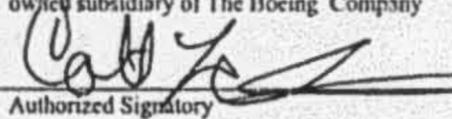
<b>DEED OF DEDICATION</b>		<b>Property Tax Parcel Number:</b> Portions of Tax Lot No. 252304-9902 & 252304-9062
Project File #: LUA-02-022, ECF, BSP		Street Intersection: SW 27 <sup>th</sup> Street & Oakesdale Avenue SW
Reference Number(s) of Documents assigned or released. Additional reference numbers are on page _____		
<b>Grantor(s):</b>	<b>Grantee(s):</b>	
1. Longacres Park, Inc., a wholly-owned subsidiary of The Boeing Company	1. City of Renton, a Municipal Corporation	
LEGAL DESCRIPTION: (Area depicted on Exhibit A and additional legal description on Exhibit B) Tract F of the Boeing Longacres Property Binding Site Plan No. LUA-02-022, as recorded on February 21, 2003 under Recording No. 20030221002404, Records of King County, Washington. All situate in Section 25, Township 23 North, Range 4 East, Willamette Meridian, in the City of Renton, King County, Washington.		
The Grantor, for and in consideration of mutual benefits conveys, quit claims, dedicates and donates to the Grantee(s) as named above, the above described real estate situated in the County of King, State of Washington. IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year as written below.		
<b>Approved and Accepted By:</b>		
<b>Grantor(s):</b> Longacres Park, Inc., a wholly-owned subsidiary of The Boeing Company	<b>Grantee(s):</b> City of Renton, a Municipal Corporation	
 Authorized Signatory	 Mayor	
	_____ City Clerk	
	STATE OF WASHINGTON ) SS COUNTY OF KING )	
	I certify that I know or have satisfactory evidence that Colette M. Temmink, Authorized Signatory of Longacres Park, Inc. signed this instrument and acknowledged it to be his/hers/their free and voluntary act for the uses and purposes mentioned in the instrument.	
	Arlene C. Rice Notary Public in and for the State of Washington	
	Notary (Print) Arlene C. Rice	
	My appointment expires: Aug 15, 2004. Dated: 5/6/03	

Exhibit A  
Map

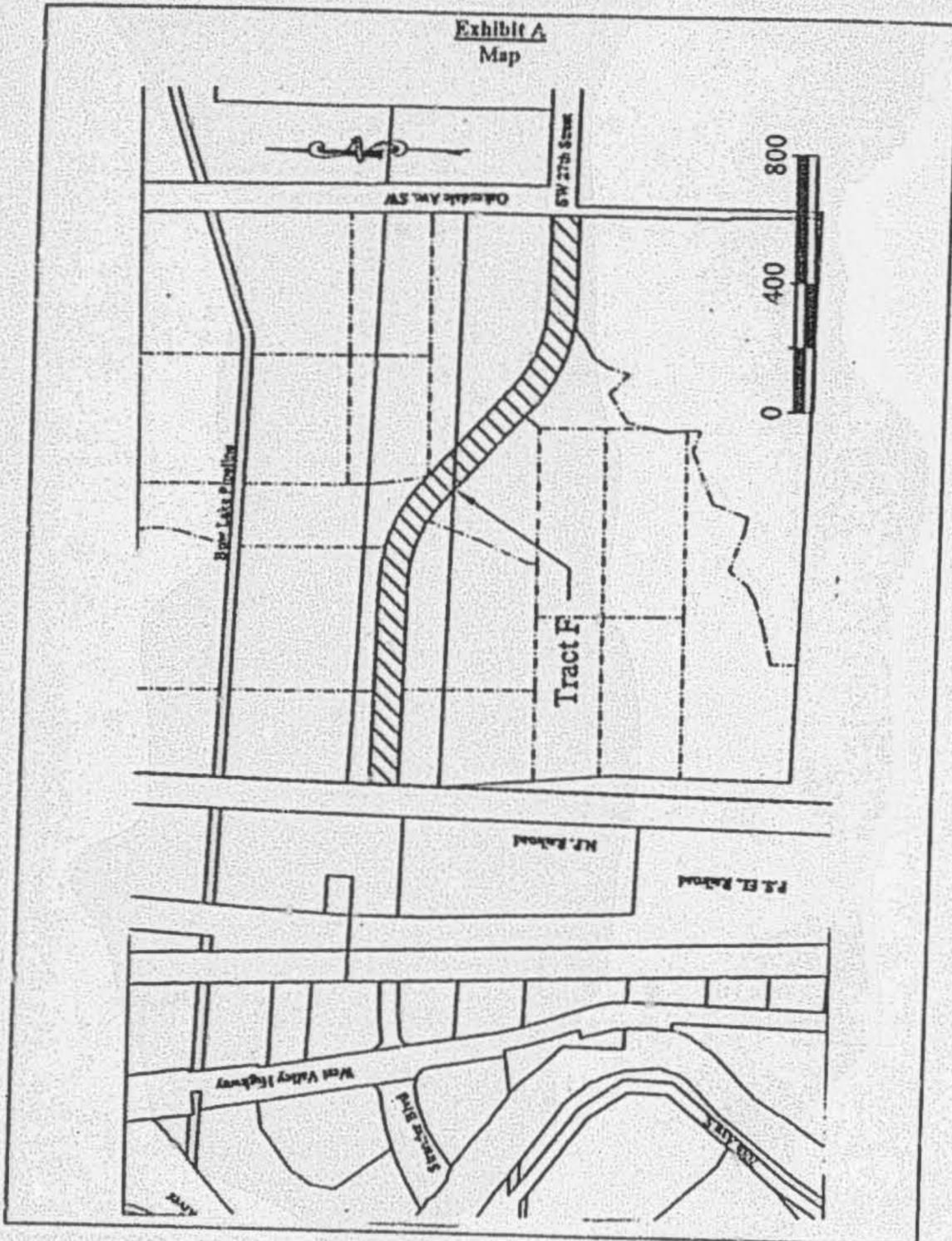


Exhibit B  
Legal Description

A STRIP OF LAND FOR ROAD PURPOSES, BEING A PORTION OF PARCELS F AND G AS DELINEATED ON SURVEY RECORDED UNDER KING COUNTY RECORDING NUMBER 9201169002, IN VOLUME 85 OF SURVEYS, PAGES 27 AND 27A, EXCEPT THAT PORTION THEREOF CONVEYED TO THE CITY OF RENTON FOR THE OAKSDALE EXTENSION BY DEED RECORDED UNDER KING COUNTY RECORDING NUMBER 9803250371;

BEING 90 FEET IN WIDTH, LYING 45 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE NORTHWEST CORNER OF SAID PARCEL F; THENCE SOUTH  $02^{\circ}06'48''$  WEST ALONG THE WEST LINE OF SAID PARCEL F, 115.30 FEET TO THE TRUE POINT OF BEGINNING; THENCE LEAVING SAID WEST LINE, SOUTH  $88^{\circ}29'52''$  EAST 642.81 FEET TO THE POINT OF CURVATURE WITH A 455.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF  $41^{\circ}21'21''$  AN ARC DISTANCE OF 328.42 FEET TO THE POINT OF TANGENCY; THENCE SOUTH  $47^{\circ}08'31''$  EAST 404.41 FEET TO THE POINT OF CURVATURE WITH A 445.00 FOOT RADIUS CURVE TO THE LEFT; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF  $41^{\circ}49'22''$  AN ARC DISTANCE OF 324.83 FEET TO THE POINT OF TANGENCY; THENCE SOUTH  $88^{\circ}57'53''$  EAST 240.18 FEET TO THE WEST MARGIN OF OAKSDALE EXTENSION AS DELINEATED ON SURVEY RECORDED UNDER KING COUNTY RECORDING NUMBER 20000630900001, IN VOLUME 138 OF SURVEYS, PAGES 212 AND 212A, AND THE TERMINUS OF SAID CENTERLINE DESCRIPTION.

CONTAINING 174,806 SQUARE FEET OR 4.01 ACRES, MORE OR LESS.

THE SIDELINES OF THIS RIGHT OF WAY SHALL BE SHORTENED OR LENGTHENED SO AS TO MEET AT ANGLE POINT AND TO TERMINATE AT ALL BOUNDARY LINES.

SITUATE IN THE CITY OF RENTON, COUNTY OF KING, STATE OF WASHINGTON.

**STRANDER AGREEMENT**

This AGREEMENT is made and entered into this 4<sup>th</sup> day of DECEMBER 2002, by and between THE BOEING COMPANY, a Delaware corporation ("Boeing"), and the CITY OF RENTON, a municipal corporation of the State of Washington ("the City").

**RECITALS**

A. Longacres Park, Inc ("LPI"), a wholly-owned subsidiary of Boeing, is the owner of certain real property ("Property"), known as the Longacres Office Park ("LOP"), located in the City of Renton, King County, Washington, and more particularly described in EXHIBIT A attached hereto and incorporated herein by this reference. LPI and Boeing have entered into a long-term Ground Lease ("Lease") with effect from January 1, 1993 pursuant to which Boeing may possess the Property through December 31, 2027 and may in certain circumstances extend the term of the Lease through December 31, 2057. Pursuant to the Lease, Boeing may enter into this Agreement in Boeing's own name. A memorandum of the Lease was recorded as No. 9707030128 in the Real Property Records of King County.

B. The City has included in its Transportation Improvement Program ("TIP") an extension of Strander Boulevard (also known as S.W. 27<sup>th</sup> Street) west from Oakesdale Avenue S.W. across the Property to the City limits of Renton ("Strander Extension" or "Extension").

C. On May 11, 1984, the City and Broadacres, Inc., Boeing's predecessor in interest, entered into an agreement recorded in King County as No. 8406010540 ("1984 Agreement"), providing for, among other things, (a) reservation of right of way for the Strander Extension across the Property, (b) establishment of an alignment for the Extension across the Property, (c) acquisition by the City of the reserved right of way, (d) construction by Broadacres of a local access road according to City street standards for local access roads within the reserved right of way, (e) payment by Broadacres not to exceed 30 percent of the total cost of extending Strander from the east Property line to 200 feet east of the Burlington Northern railroad right of way, and (f) reduction of Broadacres' payment by the full cost expended by Broadacres in designing and constructing the local access road.

D. The Environmental Impact Statement ("EIS") Mitigation Document for the LOP that was issued in May, 1995 ("Mitigation Document") included a Transportation Mitigation Conditions Agreement that among other provisions requires Boeing to pay to the City transportation mitigation fees of \$75.00 per trip ("City Transportation Mitigation Fee") based on 27,000 average daily trips to be generated by full development of the LOP ("LOP Mitigation Fee"). Boeing has paid to the City, as transportation mitigation fees under the Transportation Mitigation Conditions Agreement, \$157,500 (based on 2,100 average daily trips) at the time of permit application for the Boeing Commercial Airplane Group ("BCAG") Headquarters Building and \$69,750 (based on 930 average daily trips) at the time of permit application for the Boeing-Renton Family Care Centre. The LOP Mitigation Fee less the transportation mitigation fees already paid to the City ("Net LOP Mitigation Fee") as of the date of this Agreement is \$1,797,750 (based on 23,970 average daily trips, referenced hereinafter as the "Prepaid Trips").

E. Boeing now plans to prepare the Property for potential development that will require (a) modification of the 1984 Agreement right of way alignment, (b) modification of Boeing's payment obligations for the Extension to address current conditions, and (c) clarification of the procedures and standards for Boeing to construct a local access road within the reserved right of way for the Strander Extension.

F. The City desires to confirm the availability, location and funding of the Strander right of way and extension. In addition, the City has received information and data provided by Boeing indicating that expansion and improvement of the Grady Way and Oakesdale Avenue intersection will be required as a result of traffic demands from the completion of Oakesdale Avenue and future development in the area.

G. Boeing and the City desire to rescind the 1984 Agreement and to enter into a new agreement regarding the Strander Extension to replace the 1984 Agreement.

H. Establishing this Agreement will materially aid the City in approaching the State of Washington and federal funding agencies for financial assistance in developing the Strander Extension project.

I. The City and Boeing consider this effort to be a public-private partnership and approach it and this Agreement in the spirit of partners, anticipating that issues and unforeseen events will be resolved on a mutually agreeable basis as they arise during the course of performance of this Agreement.

#### AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and under the terms and conditions hereinafter set forth, the receipt and sufficiency of which is hereby acknowledged, the parties hereto covenant and agree as follows:

1. Right of Way Reservation and Alignment. Boeing agrees to reserve for the duration of this Agreement a 90-foot wide right of way across, over, and through the Property for the Strander Extension according to the alignment described in EXHIBIT B, attached hereto and incorporated herein by this reference, and approximately depicted in EXHIBIT C, also attached hereto and incorporated herein by this reference ("Right of Way Reservation"). The City agrees that the alignment of the Strander Extension shall be located within the Right of Way Reservation.

2. Building Restriction. Unless otherwise provided in this Agreement, Boeing agrees not to construct permanent buildings within the Right of Way Reservation and setbacks from the Right of Way Reservation that are required by City Code. For purposes of this Agreement, the term "building" shall mean any structure having a roof supported by columns or walls and intended for the shelter, housing or enclosure of any individual, animal, process, equipment, goods or materials of any kind or nature.

3. Right of Way Acquisition.

3.1. Boeing agrees to dedicate to the City that portion of the Property located within the Right of Way Reservation ("Right of Way Property"). This dedication shall be accepted by

the City within 180 days from the date of this Agreement. In consideration for the dedication of the Right of Way Property, the City agrees that (a) the LOP Mitigation Fee payable to the City of Renton for the LOP shall be fully satisfied, (b) all of Boeing's obligations for the Strander Extension across the Property and approaches to the Property that may be imposed by the City or any financing jurisdiction shall be fully satisfied, and (c) all of Boeing's obligations for any other off-site transportation improvements within the City of Renton that are required to support the level of full development of the LOP as contemplated in the EIS shall be fully satisfied.

3.2. The City agrees to enter into formal discussions with Boeing regarding placement of the proposed expansion and improvement of the Grady Way and Onkesdale Avenue intersection as a priority project on the City's TIP at the next scheduled update of the TIP. Any agreement reached between the City and Boeing on this subject shall be memorialized and approved in a separate document.

3.3. The City agrees not to adopt an authorization under applicable law for the acquisition of all or part of the Right of Way Property under condemnation or threat of condemnation during the term of this Agreement, unless Boeing fails to dedicate the Right of Way Property in accordance with the terms and provisions of this Agreement.

3.4. The City agrees that Boeing may at the time of City acquisition of the Right of Way Property reserve a nonexclusive perpetual easement over, across, along, in, upon, under, and through the Right of Way Property for purposes that include access, utility, drainage, and any regulatory requirements applicable to the development of LOP. Any uses for the Right of Way Property proposed by Boeing other than for those purposes will require prior City approval, which shall not be unreasonably withheld.

#### 4. Reserve Account.

4.1. Upon dedication of the Right of Way Property to the City, the City agrees to create a reserve account in Boeing's name ("Reserve Account") that contains the Prepaid Trips. Trips in the Reserve Account shall be considered the personal property of Boeing unless they are assigned by Boeing to a successor in interest to all or any portion of real property located in the City of Renton, including, but not limited to, an owner's association or similar entity governing any or all of such property. Boeing may at its sole discretion withdraw from the Reserve Account all or a portion of the Prepaid Trips, to be credited against and constitute full payment of the City Transportation Mitigation Fee for the equal number of trips generated by development of any property owned by Boeing within the City of Renton as of the date of this Agreement ("Renton Properties") that would otherwise be subject to the City Transportation Mitigation Fee. The Renton Properties are described in EXHIBIT D attached hereto and incorporated herein by this reference. If and when Boeing withdraws such Prepaid Trips from the Reserve Account, the number of Prepaid Trips in the Reserve Account shall be correspondingly reduced. Should Boeing choose to assign Prepaid Trips to projects other than LOP, those Prepaid Trips will no longer be available for LOP transportation mitigation.

4.2. Boeing shall timely notify the City, as provided in this Agreement, of the withdrawal, designation, or assignment of trips in the Reserve Account by providing to the City a document in the form and content described by EXHIBIT E attached hereto and incorporated herein by this reference. The City agrees to provide to Boeing written confirmation of such withdrawal, designation, or assignment, also as described by EXHIBIT E.

5. Review of Plans. The City agrees to use its best and timely efforts to include Boeing in the planning and design of the Strander Extension. Prior to City approval of construction plans for the Strander Extension, but in any event no later than sixty (60) days prior to commencement of construction of the Strander Extension, the City shall provide Boeing with engineering, architectural, and other construction plans for the Extension and related improvement, including but not limited to signal control systems, utilities, sidewalks, driveway access, walls, fencing, lighting, and signing.

6. Local Access Road. Should Boeing require Property access prior to completion of the Strander Extension, Boeing may construct upon all or part of the Right of Way Property a local access road to City standards ("Local Access Road"). The Local Access Road may include roadway, utilities, stormwater facilities, sidewalks, lighting, and other structures required by Boeing and the City. The Local Access Road shall be dedicated to the City for public use within thirty (30) days following its completion. The City agrees that the Local Access Road or a mutually agreed upon detour route shall remain open to vehicular traffic during construction of the Strander Extension. The City agrees to reimburse Boeing at the time of the Strander Extension construction for all design and construction costs incurred for Local Access Road components that are designed and constructed to City standards for and that may be incorporated into the Strander Extension project.

7. Street Access and Intersections.

7.1. All Property frontage along the Strander extension shall have access to the public right of way, unless otherwise agreed by the parties.

7.2. Boeing may establish along the Strander Extension two intersections with streets to the north and south of the Extension. Boeing may propose additional intersections in the future for consideration and possible approval by the City. Boeing shall pay full cost for any traffic signal(s) required at any intersections established. Boeing may also establish along the Strander Extension private driveway access points, subject to City Code requirements; provided, however, that the City reserves the right to limit turning movements at such private driveway access points to right-in and right-out only.

8. Termination. This Agreement shall terminate twenty (20) years from the date of execution of this Agreement, or upon final completion of the Strander Extension, whichever occurs earlier. If construction of the Strander Extension has not been fully funded and commenced by the date of termination of this Agreement, Boeing at its sole discretion may require that the City reconvey to Boeing the Right of Way Property exclusive of the Local Access Road if dedicated to the City as provided in Paragraph 6 of this Agreement. When the Right of Way Property is reconveyed to Boeing by the City, Boeing shall pay to the City the amount of the Net LOP Mitigation Fee credited to Boeing under Paragraph 3.1 of this Agreement.

9. Default. In the event of a default or failure of performance by either party of any term or condition under this Agreement, the defaulting party shall have thirty (30) days after written notice given to that party by the non-defaulting party, as provided in this Agreement, to cure the default; provided, however, that if the cure cannot reasonably be completed within such thirty (30) day period, the defaulting party shall have such longer period as is reasonably necessary to cure the default so long as the defaulting party shall commence the cure within the thirty (30) day period and thereafter complete the cure with due diligence.

10. Successors and Assigns. This Agreement and each of the terms, provisions, conditions, and covenants herein shall run with the land and shall inure to the benefit of and be binding upon the parties and their respective successors and assigns. The parties acknowledge that Boeing may assign this Agreement to an owner's association or similar entity for the Property, and agree that upon such assignment Boeing shall be released from all rights and obligations hereunder. Notwithstanding the foregoing, the parties agree that Boeing may retain all rights to the Prepaid Trips in the Reserve Account, as provided in Paragraph 4.1, and may assign those rights for withdrawal and use as provided in this Agreement.

11. Rescission of 1984 Agreement. Upon execution of this Agreement, the 1984 Agreement shall be null, void, and without effect.

12. Compliance with Laws. The parties shall at all times exercise the rights granted to them under this Agreement in accordance with all applicable statutes, orders, rules and regulations of any public authority having jurisdiction.

13. Governing Law. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Washington. Venue for any action under this Agreement shall be King County, Washington.

14. Notice. Any notice required or permitted to be given under this Agreement shall be in writing and shall be delivered to the following designees:

If to Boeing: Colette Temmink  
The Boeing Company  
MC 1F-58  
P.O. Box 3707  
Seattle, WA 98124  
Fax: 206-662-1355

with a second notice to: Gerald Bresslour, Esq.  
The Boeing Company  
MC 13-08  
P.O. Box 3707  
Seattle, WA 98124  
Fax: 425-965-8230

If to City of Renton: Gregg Zimmerman  
Administrator of Planning, Building, and Public Works  
City of Renton  
1055 South Grady Way  
Renton, WA 98055  
Fax: 425-430-7241

with a second notice to: Sandra Meyer  
Planning, Building, and Public Works  
City of Renton  
1055 South Grady Way  
Renton, WA 98055

Fax: 425-430-7241

Notices may be delivered by facsimile or U.S. mail. Notices shall be deemed effective, if mailed, upon the second business day following deposit thereof in the United States mail, postage prepaid, certified or registered mail, return receipt requested, or upon delivery thereof if otherwise given. Either party may change the address to which notices may be given by giving notice as above provided. Boeing or its successor or assign to this Agreement shall give notice to the City of what successor property owners shall be given separate notices under this Paragraph 14 in addition to the above.

IN WITNESS WHEREOF, pursuant to the provisions of Ordinance No. 4260 of the City of Renton, said City has caused this instrument to be executed by its Mayor DATED this 10<sup>th</sup> day of December, 2002

THE BOEING COMPANY, a Delaware corporation

By: *Philip W. Cyburt*

Philip W. Cyburt  
Vice President

APPROVED AS TO FORM:  
the State of Washington

*Lawrence J. Warren*  
Lawrence J. Warren  
City Attorney

THE CITY OF RENTON, a municipal corporation of

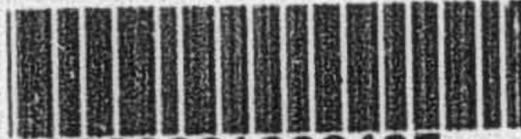
By: *Jesse Tanner*

Its: Mayor

ATTEST/AUTHENTICATED:

*Bonnie S. Walton*  
Renton City Clerk

LUA-02-022



20030221002405

CITY OF RENTON AG 44.00  
PAGE 891 OF 828  
8/21/2003 14:48  
KING COUNTY, WA

**Return Address**

Office of the City Clerk  
Renton City Hall  
1055 South Grady Way  
Renton, WA 98055

**Document Title(s) (or transactions contained therein):**

1. Development Agreement

**Reference Number(s) of Documents assigned or released:**  
(on page \_\_\_ of document(s))

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

1. The Boeing Company

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

1. City of Renton

**Legal description (abbreviated: i.e. lot, block, plat or section, township, range)**

Portion of Meader Henry -- D C #46 PCL, STR 242304 TAXLOT 22 PCL I BOEING, STR 242304 TAXLOT 48 PCL I BOEING, STR 242304 TAXLOT 50 PCL J BOEING, STR 242304 TAXLOT 52 PCL K BOEING, STR 242304 TAXLOT 55 PCL L BOEING, STR 242304 TAXLOT 71 PCL M BOEING, STR 252304 TAXLOT 2 PCL G BOEING, and STR 242304 TAXLOT 62 PCL F BOEING.

Full legal is on pages 9 through 19 of document.

**Assessor's Property Tax Parcel/Account Number**

Portions of the following: #000580-0001-07, #000580-0016-00, #000580-0018-08, #242304-0022-06, #242304-9048-06, #242304-9050-01, #242304-9052-09, #242304-9055-06, #242304-9071-06, #252304-9002-09 and #252304-9062-06.

**DEVELOPMENT AGREEMENT BETWEEN  
THE BOEING COMPANY AND THE CITY OF RENTON  
FOR FUTURE DEVELOPMENT OF  
LONGACRES OFFICE PARK**

**I. PREAMBLE**

This DEVELOPMENT AGREEMENT ("Agreement") between THE BOEING COMPANY ("Boeing"), a Delaware corporation, and the CITY OF RENTON ("City"), a municipal corporation of the State of Washington, is entered into pursuant to the authority of RCW 36.70B.170 through .210, under which a local government may enter into a development agreement with an entity having ownership or control of real property within its jurisdiction.

**II. RECITALS**

A. Longacres Park, Inc. ("LPI"), a wholly-owned subsidiary of Boeing, is the owner of certain real property, known as the Longacres Office Park ("LOP"), located in the City of Renton, King County, Washington, and more particularly described in Attachment 1, attached hereto and by this reference incorporated herein. LPI and Boeing have entered into a long-term Ground Lease ("Lease") with effect from January 1, 1993 pursuant to which Boeing may possess LOP through December 31, 2027 and may in certain circumstances extend the term of said lease through December 31, 2057. Pursuant to the Lease, Boeing may enter into this Agreement in Boeing's own name. A memorandum of the Lease was recorded as No. 9707030128 in the Real Property Records of King County.

B. LOP consists of approximately 158 acres located at the southeast corner of the intersection of Interstate 405 and the Burlington Northern Santa Fe Railroad right of way in the City of Renton. Boeing's Customer Service Training Center ("CSTC") occupies an adjacent 48-acre site to the north and east of LOP. LOP is currently located entirely within the Commercial Office ("CO") zoning district and is designated Employment Center-Valley in the City's Comprehensive Plan.

C. The site plan for the Longacres Office Park ("LOP Site Plan") includes the construction of approximately 3 million square feet of office or light industrial space as permitted under the CO designation and related support and utility facilities over a period of up to twenty (20) years. Of the 158 acres comprising the LOP site, the LOP Site Plan proposes that approximately 65 percent will be impervious surface (*i.e.*, buildings, parking areas or parking structures, and roadways), and approximately 35 percent will be dedicated to a stormwater detention system, landscaping and open space. The LOP Site Plan is attached to this Agreement as Attachment 2 and by this reference is incorporated herein.

D. Environmental analysis of development of 2.5 million square feet under the LOP Site Plan was conducted by the City pursuant to the Washington State Environmental Policy Act ("SEPA"). A Draft Environmental Impact Statement ("DEIS") for the LOP Site Plan was issued in August, 1994; the Final Environmental Impact Statement ("FEIS") was issued in March, 1995; an Addendum to the FEIS, analyzing the impacts of, among other things, the addition of 500,000 square feet to the LOP Site Plan, was issued in December, 2000. A SEPA Mitigation Document ("Mitigation Document") was issued by the City in May, 1995, and was amended by the Addendum.

E. In 1997, Boeing developed the Boeing Commercial Airplane Group ("BCAG") headquarters office building, consisting of approximately 300,000 square feet, as Phase I of LOP. The location and extent of Phase I development is depicted on Attachment 2.

F. In 1998, Boeing developed the Boeing Family Care Center ("FCC"), consisting of approximately 22,000 square feet to provide day care services for 200 children as Phase II of LOP. The location and extent of Phase II development is depicted on Attachment 2.

G. In 1999, Boeing developed a Surface Water Management Program ("SWMP"), consisting of grading to create stormwater ponds, an irrigation, aeration, and recirculation system, and enhanced wetlands designed to accommodate full build-out of LOP. The location and extent of Phase III development is depicted on Attachment 2.

H. As part of the SWMP project, certain critical environmental areas on the Longacres site were identified. These areas include certain enhanced wetlands and the South Marsh. On July 6, 1999, Boeing recorded a Declaration of Restrictive Covenants prohibiting development or alteration of the 10.92-acre South Marsh; the South Marsh is depicted on Attachment 2.

I. Phase IV of the Longacres Office Park will consist of the development of approximately 2.7 million square feet of office or light industrial space as permitted under the CO designation, with support and utility facilities, on that portion of LOP not developed under Phases I, II, and III or reserved for environmental mitigation purposes pursuant to development conditions. Phase IV will be developed with multiple buildings and associated parking, roadways, and pedestrian walkways. The Phase IV development capacity is consistent with the capacity analyzed in the existing DEIS, FEIS, and Addendum. The Phase IV development envelope is depicted on Attachment 2.

J. In order to provide certainty and efficiency with respect to the City's review and approval process for Phase IV development, Boeing and the City entered into a Development Agreement ("2000 Agreement") on December 28, 2000 regarding Phase IV

development, recorded as No. 20010104000886 in the Real Property Records of King County.

K. On DECEMBER 16, 2008 the City approved a binding site plan, recorded as No. 20030221002404 in the Real Property Records of King County, that divides Phase IV into multiple parcels for future development. Accordingly, Boeing and the City desire to rescind the 2000 Agreement and to enter into a new Development Agreement governing Phase IV development. Therefore, Boeing and the City agree as follows:

### III. AGREEMENT

1. Vesting and Term of Agreement. The City's development regulations in effect and applicable to project applications as of the recording date of the 2000 Agreement shall govern the development of Phase IV of LOP for all Phase IV development applications submitted to the City within twenty (20) years from the recording date of this Agreement. Notwithstanding the foregoing, the City reserves the authority under RCW 36.70B.170(4) to impose new or different regulations to the extent required by a serious threat to public health and safety, as determined by the Renton City Council after notice and an opportunity to be heard has been provided to Boeing.

2. Development Regulations. For purposes of this Agreement, "development regulations" means (a) zoning, land division, and development standards, (b) environmental rules and policies, including (but not limited to) SEPA, (c) Comprehensive Plan policies, (d) policies, regulations, standards, and methods applicable to the development of land that are incorporated by reference in the Renton Municipal Code, (e) surface water management regulations, and (f) other City ordinances governing the development of land up to and including adopted Ordinance No. 4877; provided, however, that Boeing may elect at its discretion that ordinances adopted after Ordinance No. 4877 shall apply to all or part of Phase IV development. Applicable development regulations are attached to this Agreement as Attachment 3 and are incorporated herein by reference.

3. Mitigation Document. This Agreement amends the Mitigation Document as follows:

3.1. Section 1, General Information, second paragraph, is hereby amended to read:

As indicated in the EIS, numerous state and local regulations will govern development of Longacres Office Park, and application of those regulations will also serve to mitigate certain significant adverse environmental impacts. Regulations applicable to specific development actions shall be as defined in the Development Agreement

between Boeing and the City dated 12-23-2002  
("Development Agreement"), the Addendum to the EIS  
dated December 19, 2000, and the Addendum to the EIS  
dated May 14, 2002.

3.2 To the extent that Section 2, Mitigation Plan, references or  
incorporates development regulations, they shall be as provided and defined in Paragraphs 1  
and 2 of this Development Agreement.

4. Site Plan Review and Minor Modifications. Phase IV development permit  
applications shall be subject to the City land use review process under the development  
regulations applicable to such review and approval as provided in Paragraphs 1 and 2 of this  
Agreement. The final design of the buildings and other improvements, precise location of  
building footprints, land division creating building sites for individual structures, location of  
utilities, determination of access points, and other land use issues related to authorization of  
individual development shall be determined pursuant to that process.

5. Recording. This Agreement, upon execution by the parties and approval of  
the Agreement by resolution of the City Council, shall be recorded with the Real Property  
Records Division of the King County Records and Elections Department.

6. Rescission. Upon recording of this Agreement, the 2000 Agreement shall be  
null, void, and without effect.

7. Successors and Assigns. This Agreement shall bind and inure to the benefit of  
Boeing and the City of Renton and their successors in interest, and may be assigned to  
successors in interest to the Longacres property. Upon assignment and assumption by the  
assignee of all obligations under this Agreement, Boeing shall be released from all obligations  
under this Agreement.

8. Counterparts. This Agreement may be executed in counterparts, each of  
which shall be deemed an original.

9. Expiration. This Agreement, unless rescinded by Boeing or its successors in  
interest, shall become null and void twenty (20) years from the date of recording of this  
Agreement.

AGREED this 23<sup>rd</sup> day of December, 2002.

CITY OF RENTON

Jesse Tanner

By: Jesse Tanner

Its: Mayor



STATE OF WASHINGTON )

COUNTY OF King ) ss.

On this 13th day of \_\_\_\_\_, 2002, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared \_\_\_\_\_, to me known to be the person who signed as \_\_\_\_\_ of the CITY OF RENTON, the corporation that executed the within and foregoing instrument, and acknowledged 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 \_\_\_\_\_ was duly elected, qualified and acting as said officer of the corporation, that \_\_\_\_\_ was authorized to execute said instrument and that the seal affixed, if any, is the corporate seal of said corporation.

IN WITNESS WHEREOF I have hereunto set my hand and official seal the day and year first above written.



Michele Neumann  
(Signature of Notary)

Michele Neumann  
(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of Washington, residing at Renton  
My appointment expires: 9/19/2005

ATTEST:

Bonnie I. Walton

By: Bonnie I. Walton

Its: City Clerk

Approved as to form:

Lawrence J. Warner  
City Attorney

THE BOEING COMPANY

*Philip W. Cyburt*

By: Philip W. Cyburt  
Its: Vice President

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 2002, before me, the undersigned, a Notary Public in and for the State of California, duly commissioned and sworn, personally appeared \_\_\_\_\_, to me personally known to be the person whose name is subscribed to the within and foregoing instrument and acknowledged to me that he executed the same in his authorized capacity as the \_\_\_\_\_ of THE BOEING COMPANY, the corporation that executed the within and foregoing instrument, and on oath stated that he was duly elected, qualified and acting as said officer of the corporation, and that by his signature on the instrument he, or the entity upon behalf of which he acted, executed the instrument.

IN WITNESS WHEREOF I have hereunto set my hand and official seal the day and year first above written.

*Xerox attached*

\_\_\_\_\_  
(Signature of Notary)

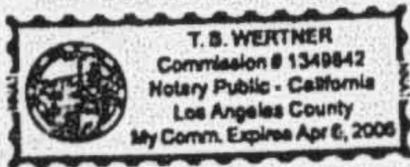
\_\_\_\_\_  
(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of California, residing at \_\_\_\_\_  
My appointment expires: \_\_\_\_\_

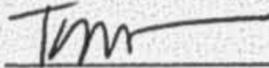
State of California

County of Los Angeles

On August 16, 2002, before me, T.S. Wertner, Notary Public, personally appeared Philip W. Cyburt personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.



WITNESS my hand and official seal

  
\_\_\_\_\_

**ATTACHMENT 1**

**Legal Description of LOP Property**

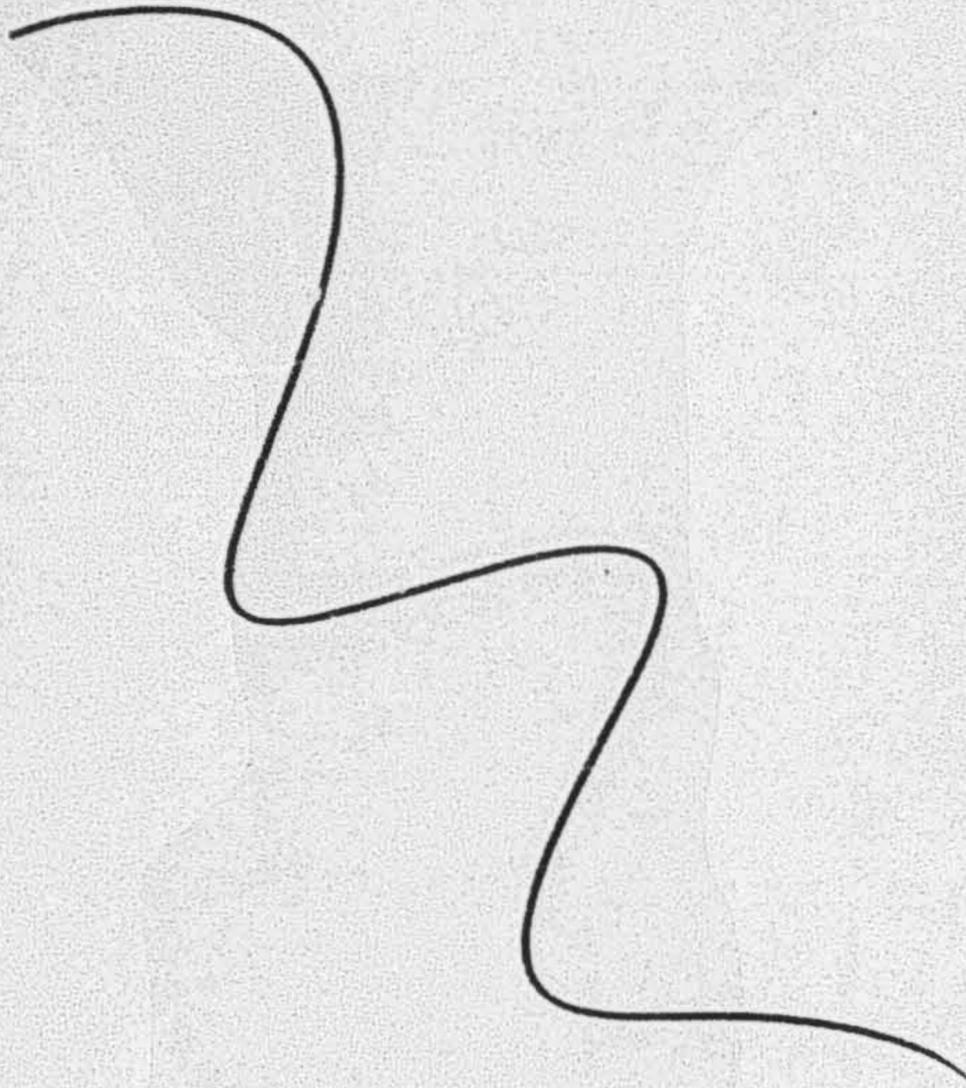


EXHIBIT II 2 A

LEGAL DESCRIPTION OF LONGACRES PARK

PARCEL 1

All that certain real property situate in the City of Renton, County of King, State of Washington, being Government Lot 14, and a portion of Government Lot 8, both in Section 24, Township 23 North, Range 4 East, Willamette Meridian, and a portion of the N.W. 1/4 of the S.E. 1/4 of said Section 24, and a portion of the N.E. 1/4 of the S.E. 1/4 of said Section 24, and being more particularly described as follows:

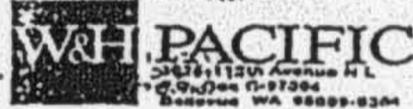
BEGINNING at the Southwest corner of the N.E. 1/4 of the S.E. 1/4 of said Section 24, thence from said POINT OF BEGINNING, along the East line of said Government Lot 14 S00°56'17"W 68.96 feet to the North line of Henry A. Meader's Donation Land Claim No. 46, thence along said North line N87°13'57"W 1462.38 feet; thence leaving said North line N00°22'11"E 1022.22 feet to the southerly right-of-way line of I-405, thence along said southerly right-of-way line and the south right-of-way line of S.W. 16th Street from a tangent that bears N62°52'57"E, along the arc of a curve to the right having a radius of 543.14 feet and a central angle of 26°45'00", an arc length of 253.58 feet; thence tangent to the preceding curve N89°37'57"E 1079.63 feet; thence tangent to the preceding course along the arc of a curve to the left having a radius of 1940.08 feet and a central angle of 02°52'00", an arc length of 97.07 feet; thence tangent to the preceding curve N86°45'57"E 4.56 feet; thence tangent to the preceding course along the arc of a curve to the right having a radius of 1880.08 feet and a central angle of 01°32'55", an arc length of 50.81 feet; to the northwest corner of the parcel conveyed to the City of Renton under A.P. #8911030810, King County records; thence along the boundary of last said parcel S08°35'56"W 42.70 feet and N79°13'48"E 58.77 feet to the west right of way line of the White River Drainage Ditch No. 1, as condemned in Superior Court Cause No. 32912, King County Records; thence along said west right of way line the following courses S00°25'33"E 47.35 feet, S01°48'32"W 44.26 feet, S07°14'42"E 48.28 feet, S19°25'58"E 66.50 feet, S20°05'30"E 40.14 feet, S30°55'50"E 51.32 feet, S39°53'54"E 32.19 feet, S30°06'16"E 76.04 feet, S27°12'00"E 34.56 feet, S31°19'50"E 41.01 feet, S36°00'41"E 74.11 feet, S31°30'12"E 42.02 feet, S42°05'27"E 47.21 feet, S40°19'57"E 47.67 feet, S45°25'52"E 59.32 feet, S50°37'12"E 39.63 feet, S51°16'55"E 68.16 feet, S81°36'30"E 62.75 feet, N86°59'20"E 94.92 feet, S55°04'26"E 53.26 feet, S48°31'30"E 45.85 feet, S39°25'24"E 49.84 feet, S36°49'18"E 46.76 feet, S44°33'21"E 48.07 feet, S29°35'20"E 35.41 feet, S30°48'41"E 46.69 feet, S20°07'49"E 85.72 feet, and S24°18'59"E 68.77 feet to the South line of the N.E. 1/4 of the S.E. 1/4 of said Section 24, thence along last said South line N87°26'45"W 918.35 feet to the POINT OF BEGINNING.

Except for public rights of way.  
Contains 47.669 Acres of land more or less.

The Data of Bearings for this description is the Record of Survey for Broadacres Inc., recorded in Book 10 of Surveys, King County Records, Recording No. 7707289002, King County records.

L.S. 11568

JLW/TWC  
12-04-91  
RIV/PAC1.LEG  
3-2464-3806



PARCEL I

All that certain real property situate in the City of Renton, County of King, State of Washington, being a portion of the S.W. 1/4 of the N.E. 1/4, and of the N.W. 1/4 of the S.E. 1/4 of Section 24, Township 23 North, Range 4 East, Willamette Meridian, and being more particularly described as follows:

Commencing at the intersection of the North margin of S.W. 16th Street (South 153rd St.), with the West boundary of C.D. Hillman's Earlington Gardens Addition to the City of Seattle, Division No. 1, as per the Plat recorded in Volume 17 of Plats, Page 74, Records of King County; thence from said POINT OF COMMENCEMENT, Westerly along said North margin, 350 feet to the TRUE POINT OF BEGINNING of this PARCEL I; thence from said TRUE POINT OF BEGINNING, continuing Westerly along said North margin  $S89^{\circ}37'57''W$  257.00 feet, thence leaving said Northerly margin at right angles,  $N00^{\circ}22'03''W$  214.06 feet to the Southerly right-of-way line of SR 405; thence along said Southerly right-of-way line from a tangent that bears  $N78^{\circ}13'53''E$ , along the arc of a curve to the right having a radius of 2765.00 feet, and a central angle of  $05^{\circ}23'22''$ , an arc length of 260.09 feet; thence leaving said Southerly right-of-way line  $S00^{\circ}22'03''E$  253.41 feet to the TRUE POINT OF BEGINNING. Except for public rights of way.

CONTAINS 1.39 Acres of land more or less.

The Basis of Bearings for this description is the Record of Survey for Broadacre, Inc., recorded in Book 10 of Surveys at Page 2, under Recording No. 7707289002, King County records.

*Kenneth L. Gilles*  
L.S. 27193



11-21-91

FWC  
11-21-91  
PARCEL I.LFG  
3-2464-3806

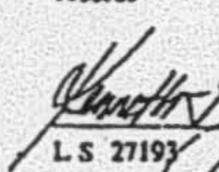
PARCEL J

All that certain real property situate in the City of Renton, County of King, State of Washington, being a portion of the S.W. 1/4 of the N.E. 1/4, and of the N.W. 1/4 of the S.E. 1/4 of Section 24, Township 23 North, Range 4 East, Willamette Meridian, and being more particularly described as follows:

Commencing at the intersection of the North margin of S.W. 16th Street (South 153rd St.), with the West boundary of C.D. Hillman's Earlington Gardens Addition to the City of Seattle, Division No. 1, as per the Plat recorded in Volume 17 of Plats, Page 74, Records of King County; thence from said POINT OF COMMENCEMENT, Westerly along said North margin, 607 feet to the TRUE POINT OF BEGINNING of this PARCEL J, thence from said TRUE POINT OF BEGINNING, continuing Westerly along said North margin  $S89^{\circ}37'57''W$  120.00 feet; thence leaving said Northernly margin at right angles,  $N00^{\circ}22'03''W$  187.07 feet to the Southerly right-of-way line of SR 405; thence along said Southerly right-of-way line from a tangent that bears  $N75^{\circ}40'56''E$ , along the arc of a curve to the right having a radius of 2765.00 feet, and a central angle of  $02^{\circ}32'57''$ , an arc length of 123.02 feet; thence leaving said Southerly right-of-way line  $S00^{\circ}22'03''E$  214.06 feet to the TRUE POINT OF BEGINNING. Except for public rights of way.

CONTAINS 0.55 Acres of land more or less

The Basis of Bearings for this description is the Record of Survey for Broadacres, Inc., recorded in Book 10 of Surveys at Page 2, under Recording No. 7707289002, King County records

  
L.S. 27193  
  
11-27-91

FWC  
11-21-91  
PARCELJ.LEG  
3-2464-3806

PARCEL K

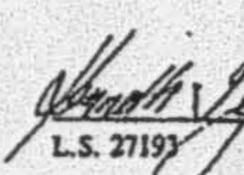
All that certain real property situate in the City of Renton, County of King, State of Washington, being a portion of the N.W. 1/4 of the S.E. 1/4 of Section 24, Township 23 North, Range 4 East, Willamette Meridian, and being more particularly described as follows:

Commencing at the intersection of the North margin of S.W. 6th Street (South 153rd St.), with the West boundary of C.D. Hillman's Earlington Gardens Addition to the City of Seattle, Division No. 1, as per the Plat recorded in Volume 17 of Plats, Page 74, Records of King County; thence from said POINT OF COMMENCEMENT, Westerly along said North margin, 727 feet to the TRUE POINT OF BEGINNING of this PARCEL K; thence from said TRUE POINT OF BEGINNING, continuing Westerly along said North margin  $S89^{\circ}37'57''W$  62.00 feet; thence leaving said Northerly margin at right angles,  $N00^{\circ}22'03''W$  170.90 feet to the Southerly right-of-way line of SR 405; thence along said Southerly right-of-way line from a tangent that bears  $N74^{\circ}21'17''E$ , along the arc of a curve to the right having a radius of 2765.00 feet, and a central angle of  $01^{\circ}19'39''$ , an arc length of 64.06 feet; thence leaving said Southerly right-of-way line  $S00^{\circ}22'03''E$  187.07 feet to the TRUE POINT OF BEGINNING.

Except for public rights of way.

CONTAINS 0.25 Acres of land more or less

The Basis of Bearings for this description is the Record of Survey for Broadacres, Inc., recorded in Book 10 of Surveys at Page 2, under Recording No 7707289002, King County records.

  
L.S. 27193  
  
11-27-91

FWC  
11-21-91  
PARCELX LEG  
3-2464-3806

PARCEL 1.

All that certain real property situated in the City of Renton, County of King, State of Washington, being a portion of the N W. 1/4 of the S E. 1/4 of Section 24, Township 23 North, Range 4 East, Willamette Meridian, and being more particularly described as follows.

Commencing at the intersection of the North margin of S.W. 16th Street (South 153rd St.), with the West boundary of C.D. Hillman's Earlington Gardens Addition to the City of Seattle, Division No. 1, as per the Plat recorded in Volume 17 of Plats, Page 74, Records of King County; thence from said POINT OF COMMENCEMENT, Westerly along said North margin, 789 feet to the TRUE POINT OF BEGINNING of this PARCEL 1; thence from said TRUE POINT OF BEGINNING, continuing Westerly along said North margin S89°37'57"W 65.00 feet; thence N00°22'03"W 15.00 feet; thence S89°37'57"W 50.00 feet; thence leaving said Northerly margin at right angles, N00°22'03"W 121.79 feet to the Southerly right-of-way line of SR 405; thence along said Southerly right-of-way line from a tangent that bears N71°52'08"E, along the arc of a curve to the right having a radius of 2765.00 feet, and a central angle of 02°29'09", an arc length of 119.96 feet; thence leaving said Southerly right-of-way line S00°22'03"E 170.90 feet to the TRUE POINT OF BEGINNING.

Except for public rights of way.

CONTAINS 0.39 Acres of land more or less.

The Basis of Bearings for this description is the Record of Survey for Broadacres, Inc., recorded in Book 10 of Surveys at Page 2, under Recording No. 7707289002, King County records.

*Kenneth L. Gillies*  
I.S. 27193



FWC  
11-21-91  
PARCELL. LEG  
3-2464-3806

PARCEL M

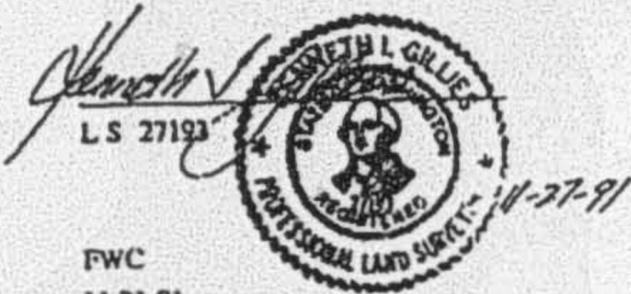
All that certain real property situate in the City of Renton, County of King, State of Washington, being a portion of the N W 1/4 of the S E 1/4 of Section 24, Township 23 North, Range 4 East, Willamette Meridian, and being more particularly described as follows

Commencing at the intersection of the North margin of S.W. 16th Street (South 153rd St.), with the West boundary of C.D. Hillman's Earlington Gardens Addition to the City of Seattle, Division No. 1, as per the Plat recorded in Volume 17 of Plats, Page 74, Records of King County, thence from said POINT OF COMMENCEMENT, Westerly along said North margin, 854 feet, thence  $N00^{\circ}22'03''W$  15.00 feet; thence  $S89^{\circ}37'57''W$  50.00 feet to the TRUE POINT OF BEGINNING of this PARCEL M, thence from said TRUE POINT OF BEGINNING, continuing along said North margin  $S89^{\circ}37'57''W$  65.00 feet; thence  $S44^{\circ}37'57''W$  21.21 feet; thence  $S89^{\circ}37'57''W$  124.11 feet, to the Easterly line of a parcel conveyed to the State of Washington by deed recorded under Auditor's File No. 5494126, King County records; thence leaving said North margin of S.W. 16th Street along last said Easterly line  $N22^{\circ}42'33''W$  56.60 feet to the Southerly right-of-way line of SR 405; thence along said Southerly right-of-way line on a spiral chord bearing of  $N66^{\circ}40'47''E$  68.54 feet, thence from a tangent that bears  $N68^{\circ}17'56''E$ , along the arc of a curve to the right having a radius of 2765.00 feet, and a central angle of  $03^{\circ}34'27''$ , an arc length of 172.48 feet; thence leaving said Southerly right-of-way line  $S00^{\circ}22'03''E$  121.79 feet to the TRUE POINT OF BEGINNING.

Except for public rights of way.

CONTAINS 0.46 Acres of land more or less.

The Basis of Bearings for this description is the Record of Survey for Broadacres, Inc., recorded in Book 10 of Surveys at Page 2, under Recording No. 7707289002, King County records.



FWC  
11-21-91  
PARCELM LEG  
3-2464-3806

PARCEL A

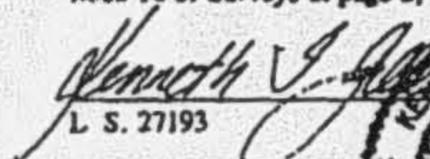
All that certain real property situate in the City of Renton, County of King, State of Washington, being a portion of Henry A. Meader's Donation Land Claim No. 46 in Sections 24 and 25, Township 23N., Range 4E., W.M., and a portion of Government Lot 8 in said Section 24, and being more particularly described as follows:

BEGINNING at the intersection of the North line of said Donation Land Claim No. 46, with the most Westerly line of Government Lot 13 in said Section 24; thence from said POINT OF BEGINNING  $S00^{\circ}56'17''W$  1257.95 feet; thence  $S01^{\circ}02'56''W$  154.52 feet to the northerly line of the City of Seattle flow Lake Pipeline right-of-way as conveyed by deed recorded under Recording No. 4131067, King County records; thence along said northerly line  $S72^{\circ}44'48''W$  436.96 feet; thence tangent to the preceding course along the arc of a curve to the right having a radius of 122.55 feet and a central angle of  $20^{\circ}01'15''$ , an arc length of 42.82 feet; thence tangent to the preceding curve  $N87^{\circ}13'57''W$  1377.97 feet to the East right-of-way line of the Burlington Northern Railway, thence along said East right-of-way line  $N02^{\circ}07'43''E$  1709.63 feet; thence tangent to the preceding course along the arc of a curve to the left having a radius of 2107.00 feet and a central angle of  $14^{\circ}09'08''$ , an arc length of 520.44 feet to the westerly line of the former Puget Sound Shore Railroad Company's Seattle Line; thence along said westerly line  $N02^{\circ}07'43''E$  221.30 feet to the southeasterly line of the parcel conveyed to the State of Washington by deed recorded under A.F.# 8412140016, King County records; thence along said southeasterly line  $N66^{\circ}17'56''E$  35.69 feet to a point on a line that is parallel with the South line of said Section 24, and passes through the most southerly corner of the southernmost of two concrete abutments near the westerly extension of S.W. 16th Street, thence along said parallel line  $S87^{\circ}43'33''E$  67.88 feet to the easterly line of said former Puget Sound Shore Railroad Company's Seattle Line; thence along said easterly line  $N02^{\circ}07'43''E$  11.96 feet to the southerly right-of-way line of I-405; thence along said southerly right-of-way line  $N81^{\circ}57'27''E$  43.10 feet; thence tangent to the preceding course along the arc of a curve to the left having a radius of 603.14 feet and a central angle of  $19^{\circ}04'30''$ , an arc length of 200.80 feet; thence tangent to the preceding curve  $N62^{\circ}52'57''E$  90.32 feet; thence leaving said southerly right-of-way line  $S00^{\circ}22'11''W$  1022.22 feet to the North line of said Donation Land Claim No. 46; thence along said North line  $S87^{\circ}13'57''E$  1462.38 feet to the POINT OF BEGINNING.

Except for public rights of way.

Contains 72.83 Acres of Land more or less.

The Basis of Bearings for this description is the Record of Survey for Broadacres, Inc., recorded in Book 10 of Surveys at page 2, under Recording No. 7707289002, King County records

  
L. S. 27193



MAL/PWC  
11-07-91  
PARCELA.LEG  
3-2464-3806

PARCEL B

All that certain real property situate in the City of Renton, County of King, State of Washington, being a portion of Henry A. Meader's Donation Land Claim No. 46 in Sections 24 and 25, Township 23 N., Range 4 E., W. M., and a portion of Government Lot 13 in said Section 24, and being more particularly described as follows:

BEGINNING at the Northwest corner of said Government Lot 13, thence from said POINT OF BEGINNING along the North line of said Government Lot 13  $S87^{\circ}26'45"E$  504.52 feet to the northerly prolongation of the East line of said Donation Land Claim No. 46, thence along said prolongation and East line  $S02^{\circ}46'03"W$  1336.86 to the North line of the City of Seattle Bow Lake Pipeline right-of-way as conveyed by deed recorded under Recording No. 4131067, King County records, thence along said North line from a tangent that bears  $S84^{\circ}32'34"W$ , along the arc of a curve to the left having a radius of 935.00 feet and a central angle of  $11^{\circ}47'46"$ , an arc length of 192.50 feet; thence tangent to the preceding curve  $S72^{\circ}44'48"W$  288.62 feet; thence leaving said North line  $N01^{\circ}02'56"E$  154.52 feet; thence  $N00^{\circ}56'17"E$  1326.91 feet to the POINT OF BEGINNING.

Except for public rights of way  
Contains 15.51 Acres of Land more or less.

The Basis of Bearings for this description is the Record of Survey for Broadacres Inc., recorded in Book 10 of Surveys at page 2, under Recording No. 7707289002, King County records

*Kenneth J. Gillies*  
L.S. 27193



11-11-91

MAI/PWC  
11-07-91  
PARCELB LEG  
3-2464-3806

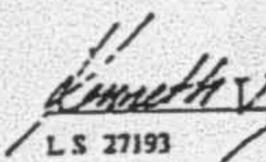
PARCEL C

All that certain real property situate in the City of Renton, County of King, State of Washington, being that portion of Henry A Meader's Donation Land Claim No 46, in Section 25, T.23N., R.4E., W.M., described as follows:

BEGINNING at the intersection of the South line of said Donation Claim, and the East line of Government Lot 10 in the N.E. ¼ of said Section 25; thence from said POINT OF BEGINNING along said South line  $N87^{\circ}13'57''W$  1842.90 feet to the East line of the Burlington Northern Railway; thence along last said East line  $N02^{\circ}06'48''E$  129.69 feet and  $N02^{\circ}07'43''E$  251.58 feet to the South line of the Bow Lake Pipe Line as conveyed by deed recorded under recording No 4131067, King County records; thence along said South line  $S87^{\circ}13'57''E$  1377.63 feet, thence tangent to the preceding course along the arc of a curve to the left having a radius of 152.55 feet and a central angle of  $20^{\circ}01'15''$ , an arc length of 53.30 feet; thence tangent to the preceding curve  $N72^{\circ}44'48''E$  427.04 feet to the northerly prolongation of the East line of Government Lot 10; thence along said northerly prolongation  $S01^{\circ}02'56''W$  536.89 feet to the POINT OF BEGINNING.  
Except for public rights of way.

Contains 16.87 Acres of land more or less.

The Basis of Bearings for this description is the Record of Survey for Broadacres Inc., recorded in Book 10 of Surveys at page 2, under Recording No. 7707289002, King County records

  
L.S. 27193



11-11-91

MAL/PWC  
11-07-91  
PARCEL C LEG  
3-2464-3806

PARCEL F

All that certain real property situate in the City of Renton, County of King, State of Washington, being a portion of Government Lots 10 & 11 in Section 25, Township 23N., Range 4E., W.M., and being more particularly described as follows:

BEGINNING at the intersection of the South line of Henry A. Meader's Donation Land Claim No. 46, with the East line of said Government Lot 10, thence from said POINT OF BEGINNING along said East line  $S01^{\circ}02'56''W$  255.38 feet; thence leaving said East line  $N88^{\circ}16'55''W$  1847.57 feet to a point on the East line of the Burlington Northern Railroad right-of-way which is 289.12 feet Southerly, as measured along said right-of-way line, from the intersection thereof with the South line of said Donation Land Claim No. 46; thence along said East line  $N02^{\circ}06'48''E$  289.12 feet to the South line of said Donation Land Claim; thence along said South line  $S87^{\circ}13'57''E$  1842.90 feet to the POINT OF BEGINNING.  
Except for public rights of way.

Contains 11.53 Acres of Land more or less

The Basis of Bearings for this description is the Record of Survey for Broadacres, Inc., recorded in Book 10 of Surveys at page 2, under Recording No. 7707289002, King County records.

*Kenneth E. Gillies*  
I. S. 27193



11-27-91

FWC  
11-21-91  
PARCEL P. LEG  
3-2464-3806

PARCEL G

All that certain real property situated in the City of Renton, County of King, State of Washington, being a portion of Government Lots 10 and 11, and of the S.W. 1/4 of the N.E. 1/4, and of the S.E. 1/4 of the N.W. 1/4, all in Section 25, Township 23N., Range 4E, W.M., and being more particularly described as follows:

BEGINNING at a point on the East line of said Government Lot 10, distant thereon  $S01^{\circ}02'56''W$  255.38 feet from the intersection thereof with the South line of Henry Meader's Donation Land Claim No. 46 thence from said POINT OF BEGINNING, along said East line of Government Lot 10, and the east line of said S.W. 1/4 of the N.E. 1/4 of Section 25,  $S01^{\circ}02'56''W$  1112.01 feet to a line that is parallel with and 545.6 feet northerly of the East-West centerline of said Section 25 (measured along the East line of said S.W. 1/4 of the N.E. 1/4); thence along said parallel line  $N87^{\circ}57'42''W$  1808.19 feet to a line that is parallel with and 60.00 feet East of the East line of the Burlington Northern Railway right-of-way; thence along said parallel line  $N02^{\circ}06'48''E$  554.48 feet; thence  $N04^{\circ}08'49''W$  550.24 feet to a point on said East line of said Burlington Northern Railway right-of-way, distant thereon  $S02^{\circ}06'48''W$  289.12 feet from the intersection thereof with the South Line of said Donation Land Claim No. 46; thence  $S88^{\circ}16'55''E$  1847.57 feet to the POINT OF BEGINNING.  
Except for public rights of way.

Contains 46.06 Acres of Land more or less

The Basis of Bearings for this description is the Record of Survey for Broadscres, Inc., recorded in Book 10 of Surveys at page 2, under Recording No. 7707289002, King County records.



FWC  
11-27-91  
PARCELG.LEG  
3-2464-3806

**ATTACHMENT 2**

**LOP Site Plan**

- 1. Phase I: BCAG Building**
- 2. Phase II: Family Care Center Building**
- 3. Phase III: Surface Water Management System**
- 4. Phase IV: Future Development**

ATTACHMENT 2 1

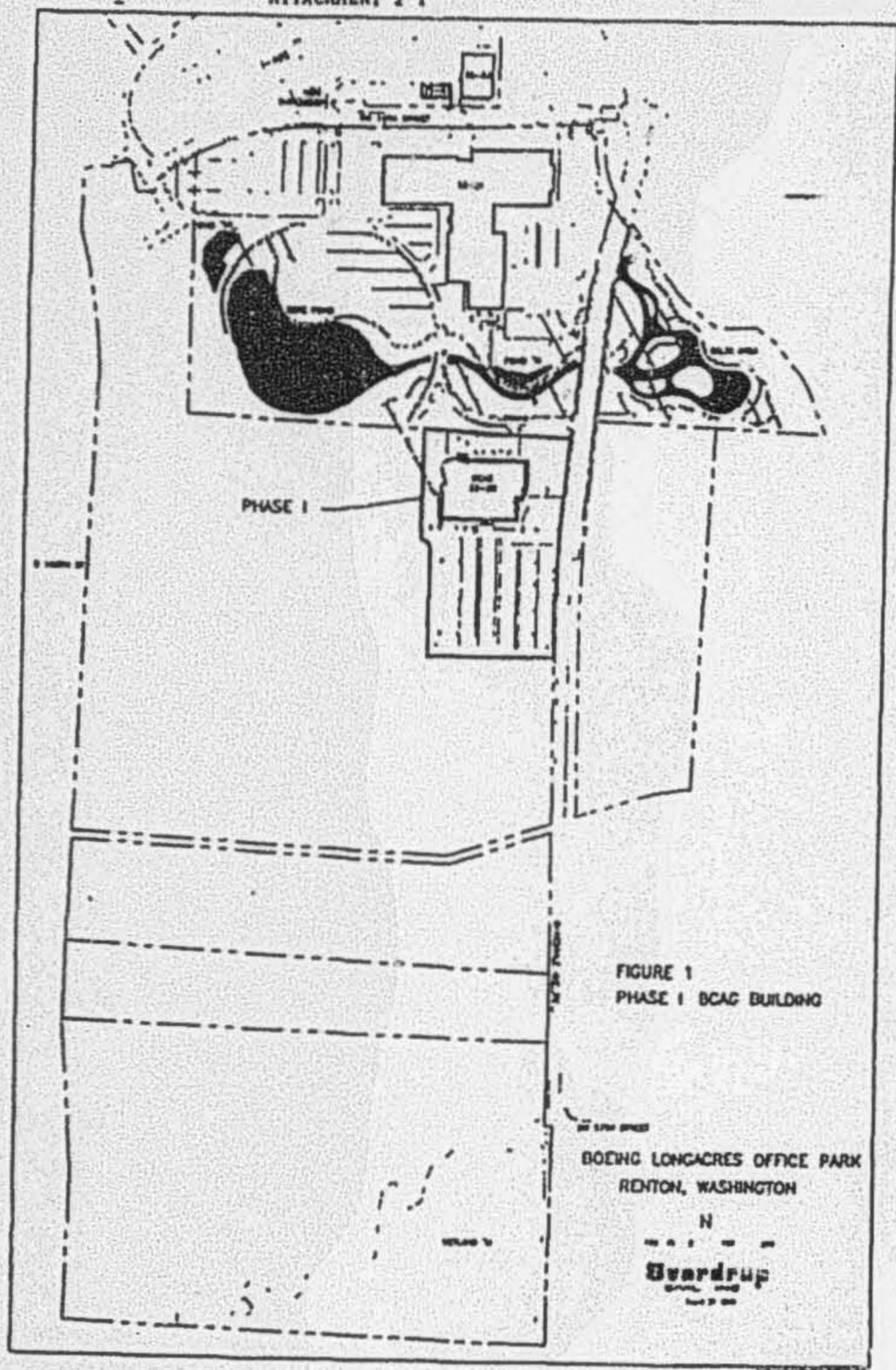
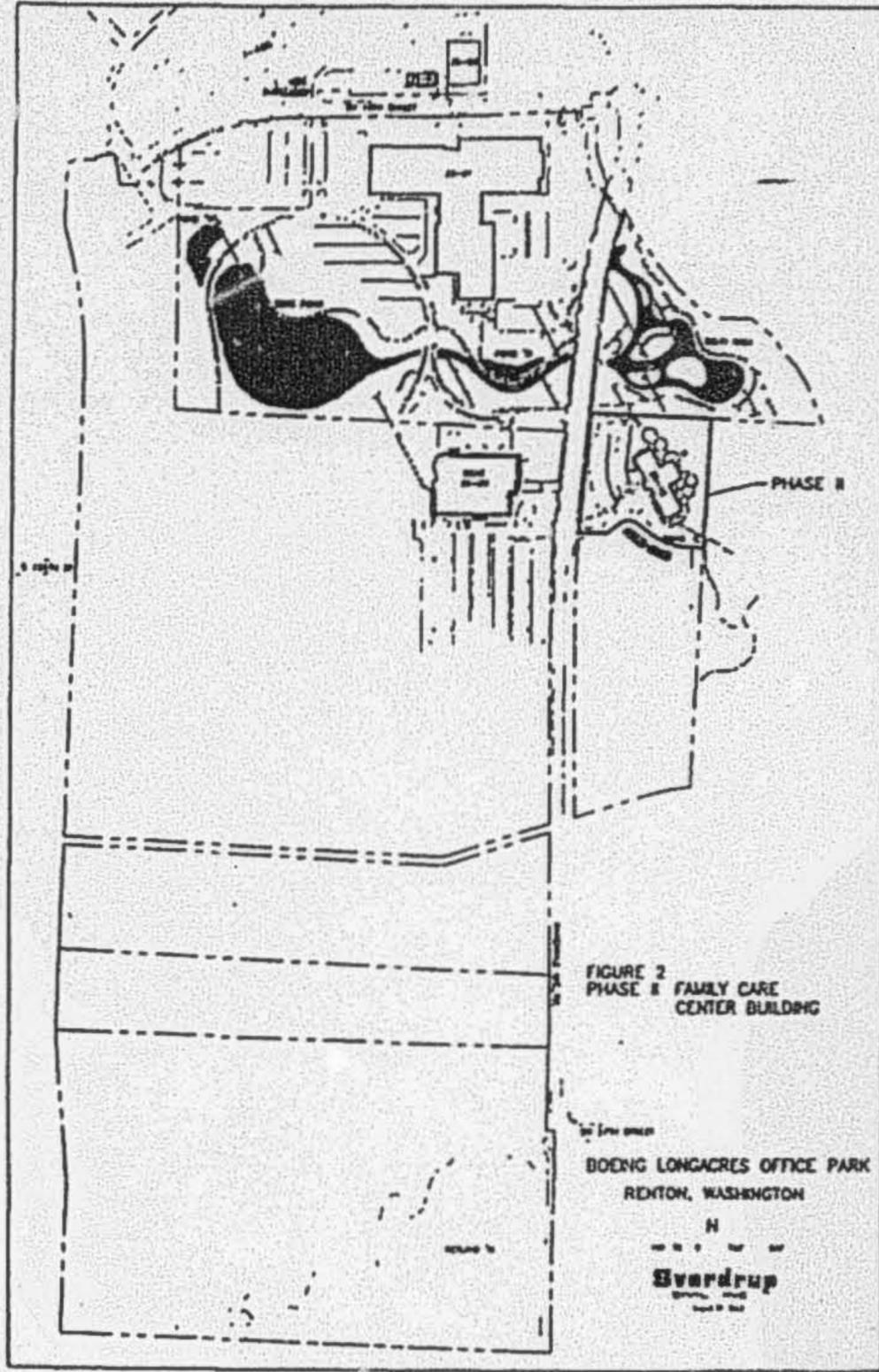


FIGURE 1  
PHASE I DCAC BUILDING

BOEING LONGACRES OFFICE PARK  
RENTON, WASHINGTON

N  
Gardrup  
ARCHITECTS  
PLANNERS

ATTACHMENT 2 2



ATTACHMENT 2.3

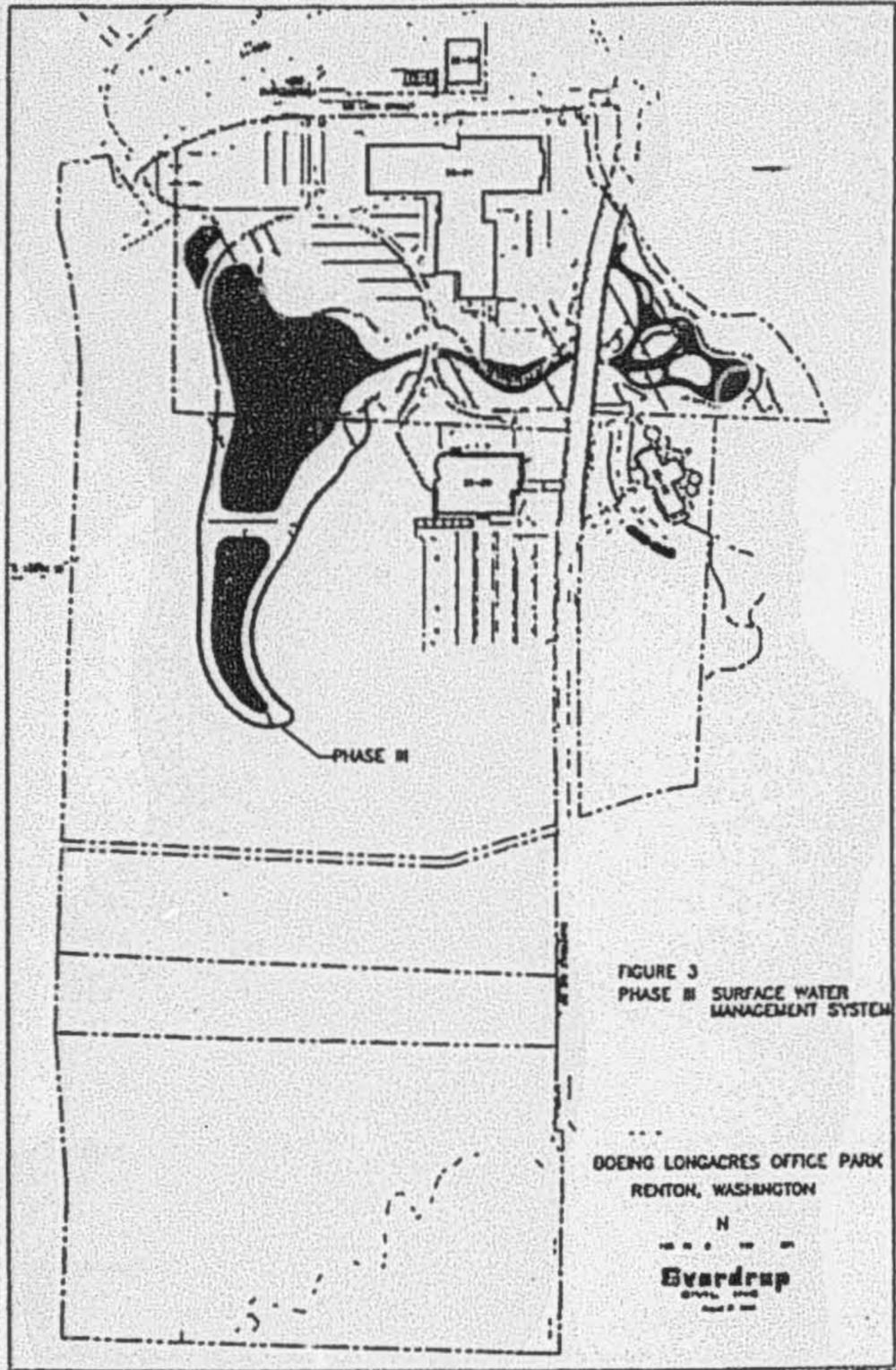


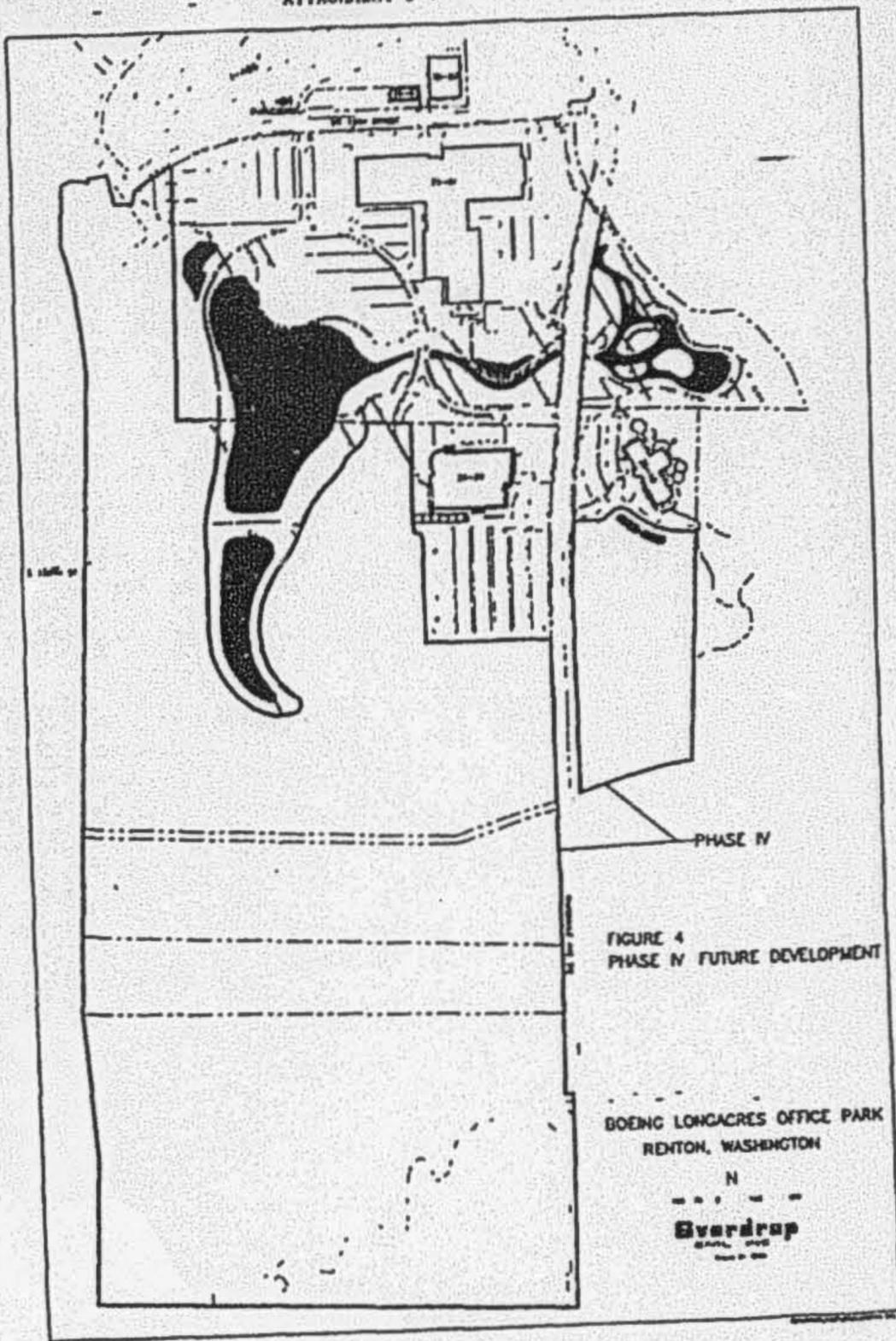
FIGURE 3  
PHASE III SURFACE WATER  
MANAGEMENT SYSTEM

DOENG LONGACRES OFFICE PARK  
RENTON, WASHINGTON

N

**Everdrop**  
EVA  
EVA

ATTACHMENT 2 4



### ATTACHMENT 3

#### Development Regulations Applicable to Phase IV Development

1. Development regulations, including but not limited to Title IV of the Renton Municipal Code.
2. Environmental rules and policies, including, but not limited to:
  - Chapter 4-3 RMC
  - Chapter 43.21C RCW;
3. Policies set forth in the City of Renton's Comprehensive Plan (adopted February 20, 1995, amended October 20, 1999);
4. Policies, regulations, standards, and methods applicable to the development of land that are included in or incorporated by reference in the Renton Municipal Code;
5. Surface water management regulations, including, but not limited to, Title IV RMC; and
6. Other City ordinances governing the development of land, up to and including adopted Ordinance No. 4877; provided, however, that Boeing may elect at its discretion that ordinances adopted after Ordinance No. 4877 shall apply to all or part of Phase IV development (i.e., Ordinance No. 4954 "Binding Site Plans").



# BOEING LONGACRES PROPERTY

## BINDING SITE PLAN

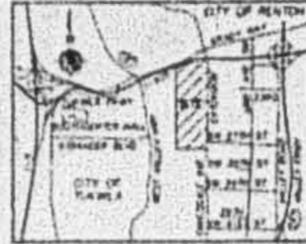
S. 1/4 SEC. 26, T.23N., R.4E., W.4M.  
S. 1/4 SEC. 26, T.23N., R.4E., W.4M.  
S. 1/4 SEC. 26, T.23N., R.4E., W.4M.  
S. 1/4 SEC. 26, T.23N., R.4E., W.4M.

### LEGAL DESCRIPTION

RESUBDIVISION OF THE BOEING COMPANY THE COMPANY HAS STORES  
LOTS 1-20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.

### GENERAL PROJECT DESCRIPTION

**OWNER:** BOEING REALTY COMPANY  
**PROJECT:** BOEING LONGACRES PROPERTY  
**DATE:** 08/15/2011  
**SCALE:** 1" = 100'  
**PROJECT NO.:** 825913.253-0002  
**DATE:** 08/15/2011  
**PROJECT NO.:** 825913.253-0002  
**DATE:** 08/15/2011

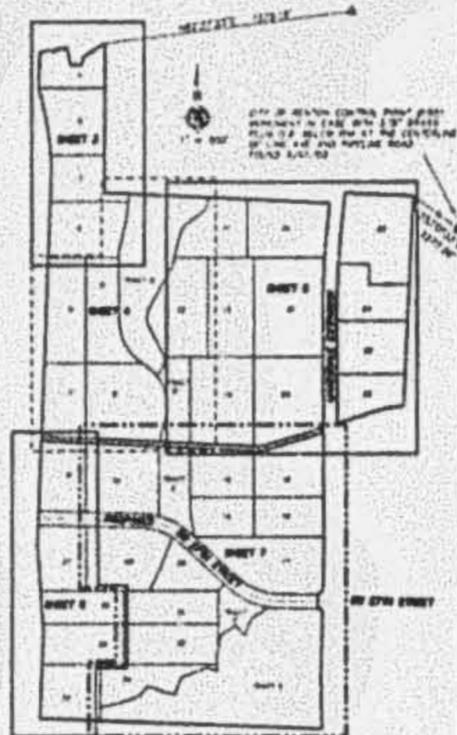


### EXISTING EASEMENTS AFFECTING PARCELS A, B, C, F AND G

- 1. EASEMENT GRANTED TO THE BOEING COMPANY BY THE STATE OF OKLAHOMA...
- 2. EASEMENT GRANTED TO THE BOEING COMPANY BY THE STATE OF OKLAHOMA...
- 3. EASEMENT GRANTED TO THE BOEING COMPANY BY THE STATE OF OKLAHOMA...
- 4. EASEMENT GRANTED TO THE BOEING COMPANY BY THE STATE OF OKLAHOMA...
- 5. EASEMENT GRANTED TO THE BOEING COMPANY BY THE STATE OF OKLAHOMA...
- 6. EASEMENT GRANTED TO THE BOEING COMPANY BY THE STATE OF OKLAHOMA...
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- 11. EASEMENT GRANTED TO THE BOEING COMPANY BY THE STATE OF OKLAHOMA...
- 12. EASEMENT GRANTED TO THE BOEING COMPANY BY THE STATE OF OKLAHOMA...
- 13. EASEMENT GRANTED TO THE BOEING COMPANY BY THE STATE OF OKLAHOMA...
- 14. EASEMENT GRANTED TO THE BOEING COMPANY BY THE STATE OF OKLAHOMA...
- 15. EASEMENT GRANTED TO THE BOEING COMPANY BY THE STATE OF OKLAHOMA...
- 16. EASEMENT GRANTED TO THE BOEING COMPANY BY THE STATE OF OKLAHOMA...
- 17. EASEMENT GRANTED TO THE BOEING COMPANY BY THE STATE OF OKLAHOMA...
- 18. EASEMENT GRANTED TO THE BOEING COMPANY BY THE STATE OF OKLAHOMA...
- 19. EASEMENT GRANTED TO THE BOEING COMPANY BY THE STATE OF OKLAHOMA...
- 20. EASEMENT GRANTED TO THE BOEING COMPANY BY THE STATE OF OKLAHOMA...

#### LOT AREA TABLE

PARCEL NO.	ACRES	SQ. FT.
101	0.10	6,918
102	0.10	6,918
103	0.10	6,918
104	0.10	6,918
105	0.10	6,918
106	0.10	6,918
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196	0.10	6,918
197	0.10	6,918
198	0.10	6,918
199	0.10	6,918
200	0.10	6,918



- ### NOTES
1. THE CITY OF BENTON HAS REVIEWED THIS SITE PLAN AND HAS DETERMINED THAT THE PROPOSED DEVELOPMENT IS IN ACCORDANCE WITH THE CITY OF BENTON ZONING ORDINANCE AND THE CITY OF BENTON SUBDIVISION ACT.
  2. THE CITY OF BENTON HAS REVIEWED THE PROPOSED DEVELOPMENT AND HAS DETERMINED THAT THE PROPOSED DEVELOPMENT IS IN ACCORDANCE WITH THE CITY OF BENTON ZONING ORDINANCE AND THE CITY OF BENTON SUBDIVISION ACT.
  3. THE CITY OF BENTON HAS REVIEWED THE PROPOSED DEVELOPMENT AND HAS DETERMINED THAT THE PROPOSED DEVELOPMENT IS IN ACCORDANCE WITH THE CITY OF BENTON ZONING ORDINANCE AND THE CITY OF BENTON SUBDIVISION ACT.
  4. THE CITY OF BENTON HAS REVIEWED THE PROPOSED DEVELOPMENT AND HAS DETERMINED THAT THE PROPOSED DEVELOPMENT IS IN ACCORDANCE WITH THE CITY OF BENTON ZONING ORDINANCE AND THE CITY OF BENTON SUBDIVISION ACT.
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  6. THE CITY OF BENTON HAS REVIEWED THE PROPOSED DEVELOPMENT AND HAS DETERMINED THAT THE PROPOSED DEVELOPMENT IS IN ACCORDANCE WITH THE CITY OF BENTON ZONING ORDINANCE AND THE CITY OF BENTON SUBDIVISION ACT.
  7. THE CITY OF BENTON HAS REVIEWED THE PROPOSED DEVELOPMENT AND HAS DETERMINED THAT THE PROPOSED DEVELOPMENT IS IN ACCORDANCE WITH THE CITY OF BENTON ZONING ORDINANCE AND THE CITY OF BENTON SUBDIVISION ACT.
  8. THE CITY OF BENTON HAS REVIEWED THE PROPOSED DEVELOPMENT AND HAS DETERMINED THAT THE PROPOSED DEVELOPMENT IS IN ACCORDANCE WITH THE CITY OF BENTON ZONING ORDINANCE AND THE CITY OF BENTON SUBDIVISION ACT.
  9. THE CITY OF BENTON HAS REVIEWED THE PROPOSED DEVELOPMENT AND HAS DETERMINED THAT THE PROPOSED DEVELOPMENT IS IN ACCORDANCE WITH THE CITY OF BENTON ZONING ORDINANCE AND THE CITY OF BENTON SUBDIVISION ACT.
  10. THE CITY OF BENTON HAS REVIEWED THE PROPOSED DEVELOPMENT AND HAS DETERMINED THAT THE PROPOSED DEVELOPMENT IS IN ACCORDANCE WITH THE CITY OF BENTON ZONING ORDINANCE AND THE CITY OF BENTON SUBDIVISION ACT.

### HORIZONTAL DATUM

THE HORIZONTAL DATUM FOR THIS PROJECT IS THE NATIONAL GRID SYSTEM, NAD 83, WHICH IS THE DATUM USED FOR THE CITY OF BENTON SURVEY CONTROL.

### CITY OF BENTON SURVEY CONTROL

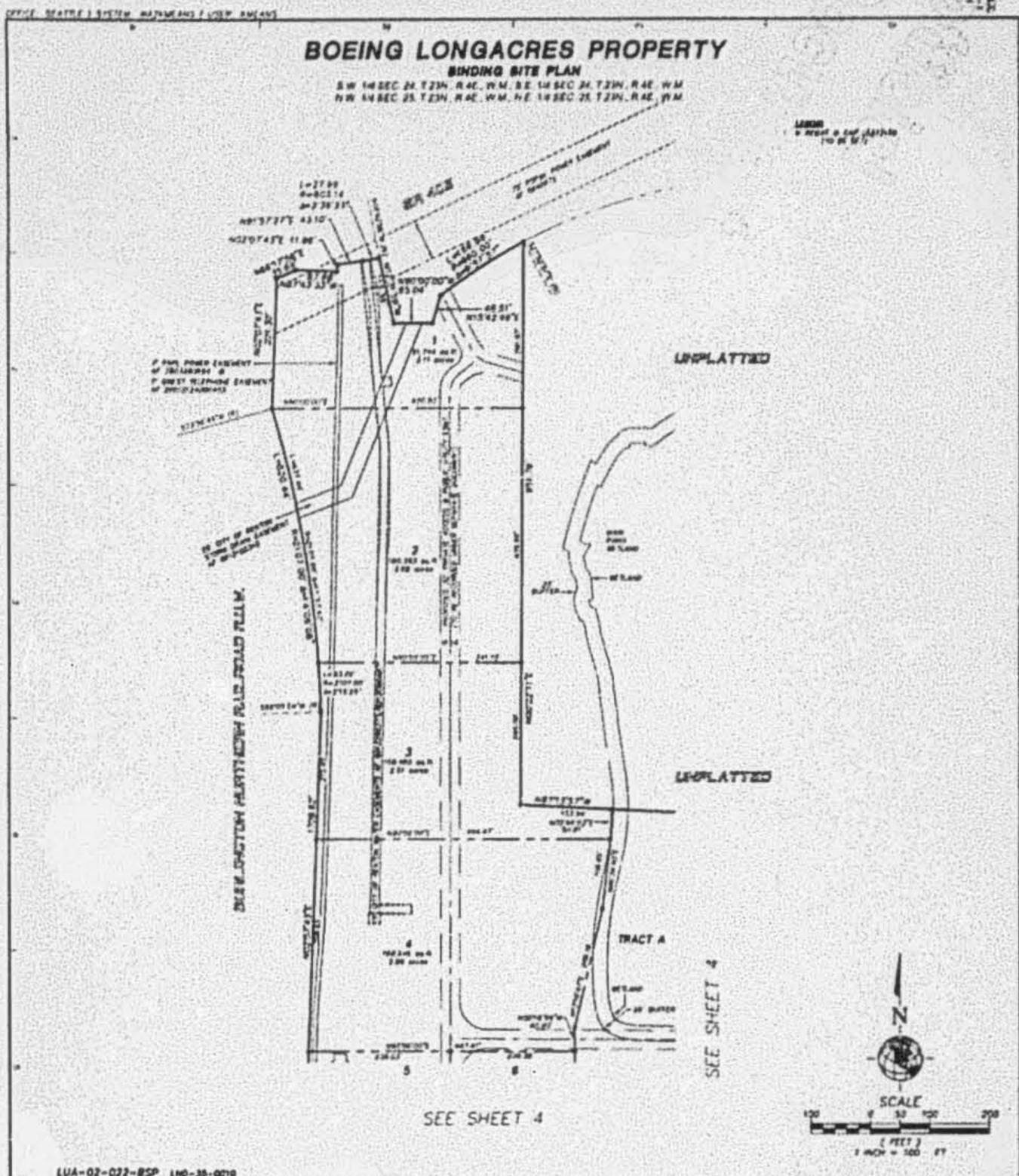
THE CITY OF BENTON SURVEY CONTROL IS THE DATUM USED FOR THE CITY OF BENTON SURVEY CONTROL.

LUA-CJ-023-RSP LUD-18-010

<p>217</p>	<p>REVISIONS</p>		<p>BOEING REALTY COMPANY HEARTLAND BOEING LONGACRES PROPERTY</p>	
<p>DATE: 08/15/2011</p>	<p>PROJECT NO: 825913.253-0002</p>	<p>SCALE: 1" = 100'</p>	<p>DATE: 08/15/2011</p>	<p>PROJECT NO: 825913.253-0002</p>

217 64

UNPLATTED



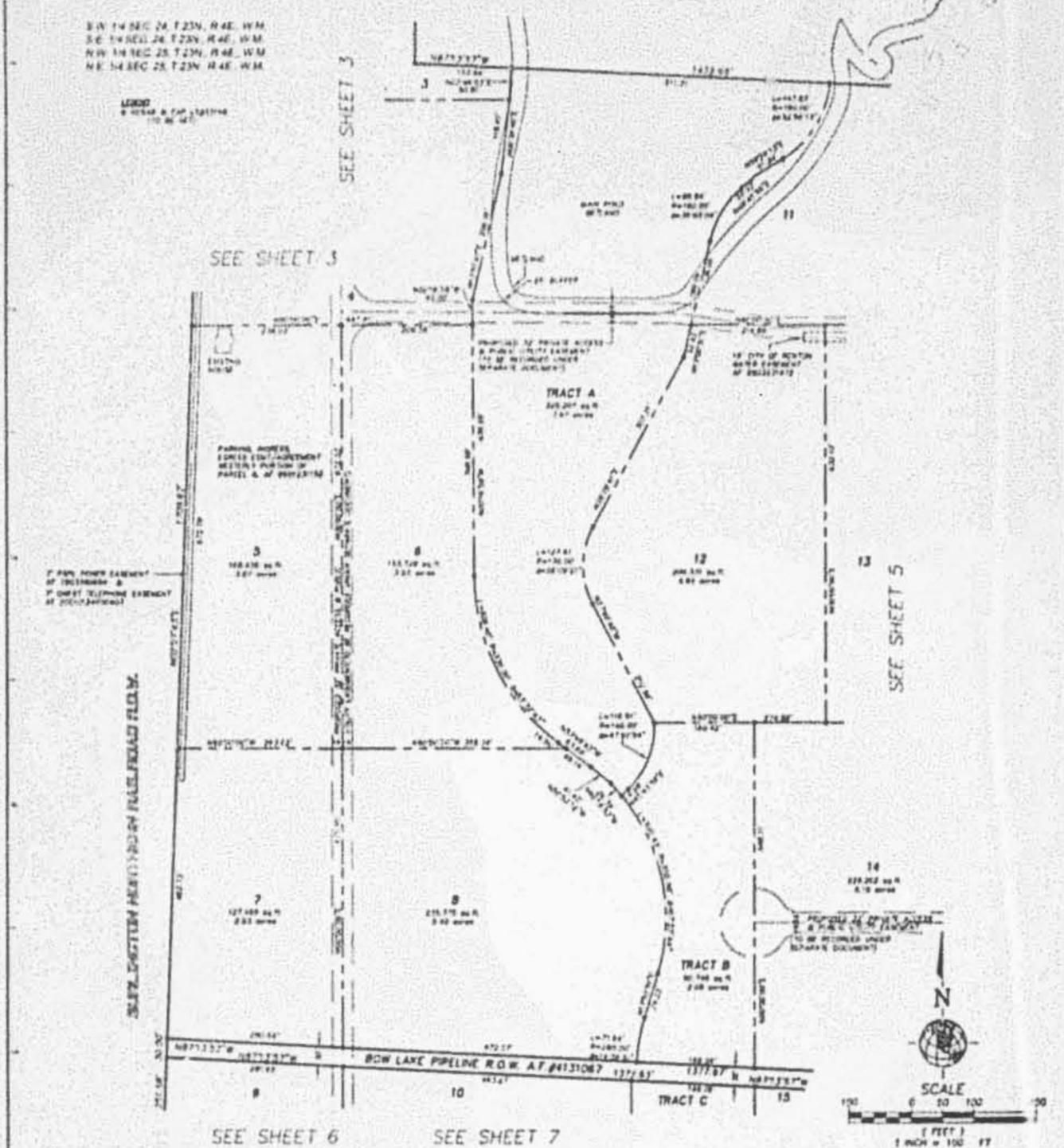
LUA-02-022-BSP LNO-35-0010

<b>317</b> SHEET	DESIGNED BY: _____ CHECKED BY: _____		BOEING REALTY COMPANY HEARTLAND		
	DRAWN BY: MAD APPROVED BY: _____		<b>BOEING LONGACRES PROPERTY</b>		
	LAST EDIT: 02/15/02 PLOT DATE: 02/28/02		RENTAL KING	PROJECT NO: B25913 253B0002	
DATE BY: _____	REVISION: _____	SCALE: 1" = 100'	WASHINGTON		

# BOEING LONGACRES PROPERTY

## BUILDING SITE PLAN

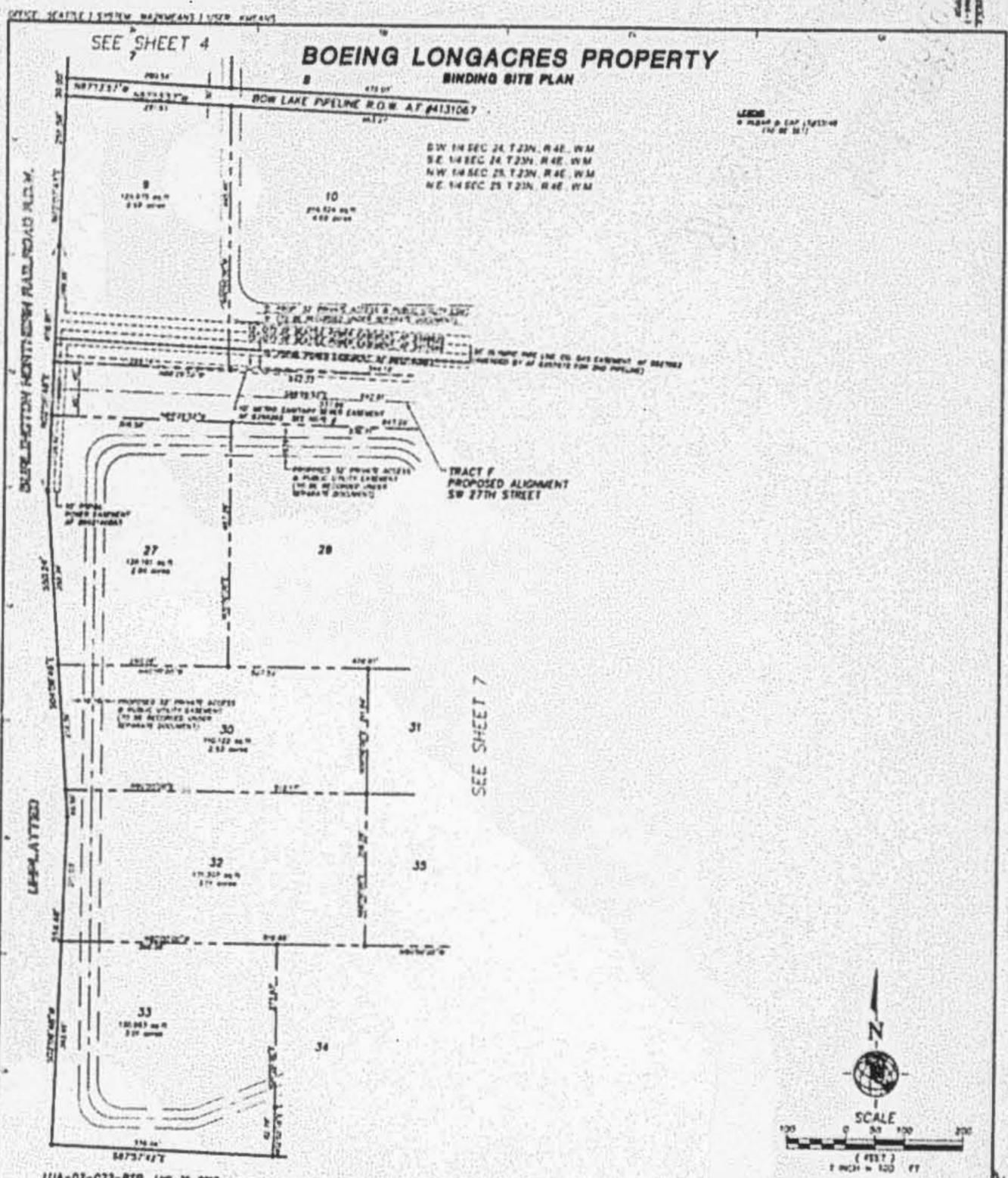
S.W. 1/4 SEC. 24, T.23N, R.4E, W.M.  
 S.E. 1/4 SEC. 24, T.23N, R.4E, W.M.  
 N.W. 1/4 SEC. 25, T.23N, R.4E, W.M.  
 N.E. 1/4 SEC. 25, T.23N, R.4E, W.M.



LUA-02-022-BSP LAD-39-0010

SHEET <b>4/7</b>	DESIGNED BY: <u>          </u>	CHECKED BY: <u>          </u>		BOEING REALTY COMPANY HEART, AND <b>BOEING LONGACRES PROPERTY</b>			
	DRAWN BY: <u>          </u>	APPROVED BY: <u>          </u>		SCALE: <u>1" = 100'</u>	PROJECT NO: <u>825913.25380002</u>		DRAWING FILE NAME: <u>59138501</u>
	LAST EDIT: <u>          </u>	DATE: <u>          </u>		REVISION: <u>          </u>	DATE: <u>          </u>		DATE: <u>          </u>





SEE SHEET 4

**BOEING LONGACRES PROPERTY**  
 BINDING SITE PLAN

SW 1/4 SEC 24 T23N R4E WM  
 SE 1/4 SEC 24 T23N R4E WM  
 NW 1/4 SEC 25 T23N R4E WM  
 NE 1/4 SEC 25 T23N R4E WM

LEADS  
 0' ROAD & LOT 1/4" SW  
 1/4" SW 1/4"

SEE SHEET 7

LUA-02-022-81P LND-35-0010

<b>617</b>	DESIGNED BY: <u>                    </u>	CHECKED BY: <u>                    </u>		BOEING REALTY COMPANY HEARTLAND		
	DRAWN BY: <u>                    </u>	APPROVED BY: <u>                    </u>		<b>BOEING LONGACRES PROPERTY</b>		
	LAST EDIT: <u>                    </u>	PLAT DATE: <u>                    </u>		PROJECT NO: <u>                    </u>	DRAWING FILE NAME: <u>                    </u>	
	DATE BY: <u>                    </u>	REVISION: <u>                    </u>		SCALE: <u>                    </u>	WASHINGTON	
				1" = 100'	R25913.25380002	S9138501





Jesse Tanner, Mayor

**CITY OF RENTON**  
Planning/Building/Public Works Department  
Gregg Zimmerman P.E., Administrator

December 20, 2002

Jeff Adelson  
Boeing Realty Corporation  
P.O. Box 3707  
Seattle, WA 98124

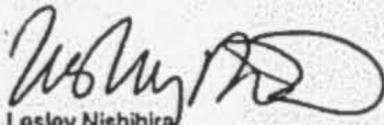
**SUBJECT: Boeing Longacres Binding Site Plan (File No. LUA-02-022, ECF, BSP) & Development Agreement II (File No. LUA-91-128, ECF/LUA-00-130, ECF)**

Dear Mr. Adelson:

The City of Renton has completed processing the above referenced binding site plan and has forwarded the final mylars, along with the associated development agreement, to King County for recording. Once the Mayor has signed the original copies of the development agreement document, the City Clerk's office will forward the copies under separate cover.

If you have any further questions regarding this project, please contact me at (425) 430-7270.

Sincerely,



Lesley Nishihira  
Senior Planner

cc: Land Use File  
Laura Whitaker  
Tim Watterson  
David Blanchard  
Richard Gumpert

H:\DIVISIONS\Development\Projects\02-022\1055\Whitaker.doc  
1055 South Grady Way - Renton, Washington 98055

 This paper contains 50% recycled material, 30% post consumer

**RENTON**  
AHEAD OF THE CURVE

**CITY OF RENTON**  
**Planning/Building/Public Works**  
**MEMORANDUM**

---

**DATE:** December 20, 2002  
**TO:** Andree DeBauw  
**FROM:** Lesley Nishihira *LNW*  
**SUBJECT:** Boeing Longacres Binding Site Plan, File No. LUA-02-022, LLA

---

This binding site plan has been sent to the County for recording. Once recorded, we will receive a copy of the mylar and the recording number.

Please update the status of the project on the tracking list and in Permits Plus.

Thank you.

cc: Yellow file

**CITY OF RENTON**  
**Planning/Bullding/Public Works**  
**MEMORANDUM**

---

**DATE:** December 20, 2002  
**TO:** City Clerk's Office  
**FROM:** Lesley Nishihira, P/B/PW - Development/Planning, x7270 *LNH*  
**SUBJECT:** Boeing Longacres Binding Site Plan (File No. LUA-02-022, ECF, BSP) &  
Boeing Longacres Development Agreement II (File No. LUA-91-128, ECF /  
LUA-00-130, ECF)

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Attached please find two sets of the above-referenced mylar and three copies for recording with King County. Special recording instructions for both items have been provided on the attached form.

Also attached are three copies of the final development agreement document containing the applicant's notarized signatures. After all three documents have been signed by the Mayor, please forward one original copy of the agreement - along with the mylars - to King County for recording.

In addition, please forward each of the remaining original copies of the development agreement document to:

- 1) Laura Whitaker  
Perkins Cole  
1201 Third Avenue, Suite 4800  
Seattle, WA 98101-3099
- 2) Jeff Adelson  
Boeing Realty Corporation  
PO Box 3707  
Seattle, WA 98124

According to Finance, the King County recording fees for this and all subsequent plat recordings should be charged to account #000/007.590.0060.49.000014. Please call me at x7270 if you have any questions.

Thank you.

cc: Land Use Files  
Property Management  
APPLICANT

DOCUMENTS FOR RECORDING  
KING COUNTY RECORDS & ELECTIONS DIVISION

TO: CITY CLERK'S OFFICE

DATE: 12/20/02

FROM: LESLEY NISHIHARA, DEV. SERVICES, x7270  
(Name, address, and telephone)

BILLING ACCOUNT NUMBER: 000/007.590.0060.49.000014  
(XXX/XXXXXX.XXX.XXXX.XXXX.XX.XXXXXX):

IS REAL ESTATE EXCISE TAX FORM REQUIRED? No  Yes  (Attach form)  
(Amount will be charged \$2.00 filing fee)

INDEXING NOTES: BOEING LONGACRES OFFICE PARK (LOP)

BINDING SITE PLAN (LUA-02-022, BSP, ECF); BOEING  
LOP DEVELOPMENT AGREEMENT II (LUA 91-12B, ADDENDUM)

SPECIAL RECORDING INSTRUCTIONS: (LUA-00-130, ADDENDUM)

SEE ATTACHED.

DATE ACQUIRED: \_\_\_\_\_ GRANTOR: \_\_\_\_\_

PURPOSE: CREATE PARCELS FOR FUTURE DEVELOPMENT

COMMON DESCRIPTION: BINDING SITE PLAN / DEVELOPMENT AGREEMENT  
BORDERED ON NORTH BY THE BGAG BUILDING; OAKESDALE AVE

ADDRESS: SW ON EAST, ON RR ON WEST; SOUTH BOUNDARY APPROX. 1000' SOUTH  
OF SW 27<sup>th</sup> ST

P.I.D. 000580-0018, 0001, 0016 S-T-R: 24 + 25 - 23N-4E  
252204-9062, 9002

CROSS STREETS: OAKESDALE + SW 16<sup>th</sup> ST / SW 27<sup>th</sup> ST

CURRENT USE: UNDEVELOPED; COMMERCIAL OFFICE (CO) ZONED

MANAGING DEPARTMENT: \_\_\_\_\_

DEPT. FILE # \_\_\_\_\_ RECORDING # \_\_\_\_\_

City of Renton  
SPECIAL RECORDING INSTRUCTIONS  
For King County

PROJECT TITLE: BOEING LONGACRES BINDING SITE PLAN/DEV.  
LOCATION: Generally  
BETWN SW 16th + SW 27th; BNRR + ~~Outside~~ AGREEMENT

**TYPE OF DOCUMENT  
TO BE RECORDED AND SEQUENCE OF RECORDING:**

- 1) BINDING SITE PLAN (MYLAP)
- 2) DEV. AGREEMENT 5) \_\_\_\_\_
- 3) \_\_\_\_\_ 6) \_\_\_\_\_

**PLACEMENT OF RECORDING NUMBER ON DOCUMENT(S):**

- 1) Please place recording number of document 1 on the following location: page 3  
of document no. 2 (section II. K)
- 2) Please place recording number of document \_\_\_\_\_ on the following location: \_\_\_\_\_
- 3) Please place recording number of document \_\_\_\_\_ on the following location: \_\_\_\_\_
- 4) Please place recording number of document \_\_\_\_\_ on the following location: \_\_\_\_\_
- 5) Please place recording number of document \_\_\_\_\_ on the following location: \_\_\_\_\_
- 6) Please place recording number of document \_\_\_\_\_ on the following location: \_\_\_\_\_

**OTHER SPECIAL INSTRUCTIONS:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**CITY OF RENTON  
Planning/Building/Public Works  
MEMORANDUM**

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**DATE:** December 2, 2002  
**TO:** Gregg Zimmerman, P/B/PW Administrator  
**FROM:** Lesley Nishihira, Development Planning *LNN*  
**SUBJECT:** Boeing Longacres Binding Site Plan  
File No. LUA-02-022, ECF, BSP

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Attached are the final mylars for the above referenced binding site plan.

At your earliest convenience please review the mylars and, if approved, sign each of the two copies of sheet 1 of 7. Once approved, the mylars - along with the approved development agreement - will be prepared for concurrent recording with King County.

Please contact me at x7270 should you have any questions regarding this project.

Thank you!

CITY OF RENTON  
MEMORANDUM

DEVELOPMENT SERVICES  
CITY OF RENTON

NOV 22 2002

RECEIVED

DATE: November 22, 2002

TO: Neil Watts  
Kayren Kittrick  
Sandra Meyer  
Leslie Lahndt  
Jennifer Henning

FROM: Gregg Zimmerman GZ

SUBJECT: Boeing Strander Agreement

I am attaching a copy of the approved Boeing Strander Agreement (I don't have signed copies yet). Of particular interest to Development Services is Exhibit E, which is the Prepaid Trip Reserve Account Transaction and Status Report. This form must be used and tracked whenever Boeing uses prepaid trips in accordance with this agreement. This must be made a formal file. Give me a call if you would like to discuss. Thanks.

cc: [Click here and type name]

## EXHIBIT E

## Longacres Prepaid Trips Reserve Account Transaction and Status Report

The agreement entered into by The Boeing Company ("Boeing") and the City of Renton ("City") dated \_\_\_\_\_ concerning the extension of S.W. 27<sup>th</sup> Street (also known as Strander Boulevard) across the Boeing Longacres Office Park ("LOP") property ("Strander Agreement") includes a provision for the establishment of a Reserve Account for the total number of LOP trips represented by the transportation mitigation fees satisfied under the Strander Agreement ("Prepaid Trips"). Prepaid Trips means the number of average daily trips to be generated by full development of the LOP that were estimated in the Environmental Impact Statement ("EIS") Mitigation Document for the LOP, issued in May, 1995 (27,000 average daily trips), less those estimated trips for LOP development projects for which transportation mitigation fees have been paid to the City.<sup>1</sup> As of the date of the Strander Agreement, the number of LOP Prepaid Trips was 23,970 average daily trips.

The Reserve Account was created upon dedication by Boeing of the S.W. 27<sup>th</sup> Street extension right of way, with an initial deposit of 23,970 Prepaid Trips. Boeing may at its sole discretion withdraw from the Reserve Account all or a portion of the Prepaid Trips, to be credited against and to constitute full payment of the City transportation mitigation fees for the equal number of trips generated by development of any property within the City of Renton that was owned by Boeing on the date of the Strander Agreement and that would otherwise be subject to the City transportation mitigation fees.

This Report, in form and content as depicted in this Exhibit E, shall be used by Boeing to report a transaction to withdraw, designate, or assign trips in the Reserve Account and by the City to record and acknowledge such transaction. Boeing shall submit the Report to the City at the time of a planned withdrawal. The Administrator of Planning, Building and Public Works shall acknowledge the withdrawal and designation by signature. Copies of the Report shall be placed in the City's project file for the receiving project and for the LOP Binding Site Plan, and a copy shall be provided to Boeing.

Date	Number of Trips in Transaction	City File Number and Location of Receiving Project	Balance of Trips After Transaction	Acknowledgement of Transaction and Balance by City of Renton
<i>Date<sup>2</sup></i>	+ 23,970	<i>LOP Binding Site Plan, Longacres</i>	23,970	<i>G. Zimmerman, Admin.</i>

<sup>1</sup> Boeing paid transportation mitigation fees to the City at the time of development of the Boeing Commercial Airplane Group Headquarters Building (2,100 average daily trips) and of the Boeing-Renton Family Care Centre (930 average daily trips). The original 27,000 average daily trips for LOP, less 2,100 and 930 trips for which fees previously paid, equals 23,970 average daily trips prepaid under the Strander Agreement.

<sup>2</sup> The initial transaction date, on which 23,970 Prepaid Trips will be credited in the Reserve Account and documented in the LOP Binding Site Plan file, will be the effective date for the Boeing dedication of the S.W. 27<sup>th</sup> Street right of way.

**STRANDER AGREEMENT**

This AGREEMENT is made and entered into this 4<sup>th</sup> day of DECEMBER 2002, by and between THE BOEING COMPANY, a Delaware corporation ("Boeing"), and the CITY OF RENTON, a municipal corporation of the State of Washington ("the City").

**RECITALS**

A. Longacres Park, Inc ("LPI"), a wholly-owned subsidiary of Boeing, is the owner of certain real property ("Property"), known as the Longacres Office Park ("LOP"), located in the City of Renton, King County, Washington, and more particularly described in EXHIBIT A attached hereto and incorporated herein by this reference. LPI and Boeing have entered into a long-term Ground Lease ("Lease") with effect from January 1, 1993 pursuant to which Boeing may possess the Property through December 31, 2027 and may in certain circumstances extend the term of the Lease through December 31, 2057. Pursuant to the Lease, Boeing may enter into this Agreement in Boeing's own name. A memorandum of the Lease was recorded as No. 9707030128 in the Real Property Records of King County.

B. The City has included in its Transportation Improvement Program ("TIP") an extension of Strander Boulevard (also known as S.W. 27<sup>th</sup> Street) west from Oakesdale Avenue S.W. across the Property to the City limits of Renton ("Strander Extension" or "Extension").

C. On May 11, 1984, the City and Broadacres, Inc., Boeing's predecessor in interest, entered into an agreement recorded in King County as No. 8406010540 ("1984 Agreement"), providing for, among other things, (a) reservation of right of way for the Strander Extension across the Property, (b) establishment of an alignment for the Extension across the Property, (c) acquisition by the City of the reserved right of way, (d) construction by Broadacres of a local access road according to City street standards for local access roads within the reserved right of way, (e) payment by Broadacres not to exceed 30 percent of the total cost of extending Strander from the east Property line to 200 feet east of the Burlington Northern railroad right of way, and (f) reduction of Broadacres' payment by the full cost expended by Broadacres in designing and constructing the local access road.

D. The Environmental Impact Statement ("EIS") Mitigation Document for the LOP that was issued in May, 1995 ("Mitigation Document") included a Transportation Mitigation Conditions Agreement that among other provisions requires Boeing to pay to the City transportation mitigation fees of \$75.00 per trip ("City Transportation Mitigation Fee") based on 27,000 average daily trips to be generated by full development of the LOP ("LOP Mitigation Fee"). Boeing has paid to the City, as transportation mitigation fees under the Transportation Mitigation Conditions Agreement, \$157,500 (based on 2,100 average daily trips) at the time of permit application for the Boeing Commercial Airplane Group ("BCAG") Headquarters Building and \$69,750 (based on 930 average daily trips) at the time of permit application for the Boeing-Renton Family Care Centre. The LOP Mitigation Fee less the transportation mitigation fees already paid to the City ("Net LOP Mitigation Fee") as of the date of this Agreement is \$1,797,750 (based on 23,970 average daily trips, referenced hereinafter as the "Prepaid Trips").

E. Boeing now plans to prepare the Property for potential development that will require (a) modification of the 1984 Agreement right of way alignment, (b) modification of Boeing's payment obligations for the Extension to address current conditions, and (c) clarification of the procedures and standards for Boeing to construct a local access road within the reserved right of way for the Strander Extension.

F. The City desires to confirm the availability, location and funding of the Strander right of way and extension. In addition, the City has received information and data provided by Boeing indicating that expansion and improvement of the Grady Way and Oakesdale Avenue intersection will be required as a result of traffic demands from the completion of Oakesdale Avenue and future development in the area.

G. Boeing and the City desire to rescind the 1984 Agreement and to enter into a new agreement regarding the Strander Extension to replace the 1984 Agreement.

H. Establishing this Agreement will materially aid the City in approaching the State of Washington and federal funding agencies for financial assistance in developing the Strander Extension project.

I. The City and Boeing consider this effort to be a public-private partnership and approach it and this Agreement in the spirit of partners, anticipating that issues and unforeseen events will be resolved on a mutually agreeable basis as they arise during the course of performance of this Agreement.

#### AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and under the terms and conditions hereinafter set forth, the receipt and sufficiency of which is hereby acknowledged, the parties hereto covenant and agree as follows:

1. Right of Way Reservation and Alignment. Boeing agrees to reserve for the duration of this Agreement a 90-foot wide right of way across, over, and through the Property for the Strander Extension according to the alignment described in EXHIBIT B, attached hereto and incorporated herein by this reference, and approximately depicted in EXHIBIT C, also attached hereto and incorporated herein by this reference ("Right of Way Reservation"). The City agrees that the alignment of the Strander Extension shall be located within the Right of Way Reservation.

2. Building Restriction. Unless otherwise provided in this Agreement, Boeing agrees not to construct permanent buildings within the Right of Way Reservation and setbacks from the Right of Way Reservation that are required by City Code. For purposes of this Agreement, the term "building" shall mean any structure having a roof supported by columns or walls and intended for the shelter, housing or enclosure of any individual, animal, process, equipment, goods or materials of any kind or nature.

3. Right of Way Acquisition.

3.1. Boeing agrees to dedicate to the City that portion of the Property located within the Right of Way Reservation ("Right of Way Property"). This dedication shall be accepted by

the City within 180 days from the date of this Agreement. In consideration for the dedication of the Right of Way Property, the City agrees that (a) the LOP Mitigation Fee payable to the City of Renton for the LOP shall be fully satisfied, (b) all of Boeing's obligations for the Strander Extension across the Property and approaches to the Property that may be imposed by the City or any financing jurisdiction shall be fully satisfied, and (c) all of Boeing's obligations for any other off-site transportation improvements within the City of Renton that are required to support the level of full development of the LOP as contemplated in the EIS shall be fully satisfied.

3.2. The City agrees to enter into formal discussions with Boeing regarding placement of the proposed expansion and improvement of the Grady Way and Oakesdale Avenue intersection as a priority project on the City's TIP at the next scheduled update of the TIP. Any agreement reached between the City and Boeing on this subject shall be memorialized and approved in a separate document.

3.3. The City agrees not to adopt an authorization under applicable law for the acquisition of all or part of the Right of Way Property under condemnation or threat of condemnation during the term of this Agreement, unless Boeing fails to dedicate the Right of Way Property in accordance with the terms and provisions of this Agreement.

3.4. The City agrees that Boeing may at the time of City acquisition of the Right of Way Property reserve a nonexclusive perpetual easement over, across, along, in, upon, under, and through the Right of Way Property for purposes that include access, utility, drainage, and any regulatory requirements applicable to the development of LOP. Any uses for the Right of Way Property proposed by Boeing other than for those purposes will require prior City approval, which shall not be unreasonably withheld.

#### 4. Reserve Account.

4.1. Upon dedication of the Right of Way Property to the City, the City agrees to create a reserve account in Boeing's name ("Reserve Account") that contains the Prepaid Trips. Trips in the Reserve Account shall be considered the personal property of Boeing unless they are assigned by Boeing to a successor in interest to all or any portion of real property located in the City of Renton, including, but not limited to, an owner's association or similar entity governing any or all of such property. Boeing may at its sole discretion withdraw from the Reserve Account all or a portion of the Prepaid Trips, to be credited against and constitute full payment of the City Transportation Mitigation Fee for the equal number of trips generated by development of any property owned by Boeing within the City of Renton as of the date of this Agreement ("Renton Properties") that would otherwise be subject to the City Transportation Mitigation Fee. The Renton Properties are described in EXHIBIT D attached hereto and incorporated herein by this reference. If and when Boeing withdraws such Prepaid Trips from the Reserve Account, the number of Prepaid Trips in the Reserve Account shall be correspondingly reduced. Should Boeing choose to assign Prepaid Trips to projects other than LOP, those Prepaid Trips will no longer be available for LOP transportation mitigation.

4.2. Boeing shall timely notify the City, as provided in this Agreement, of the withdrawal, designation, or assignment of trips in the Reserve Account by providing to the City a document in the form and content described by EXHIBIT E attached hereto and incorporated herein by this reference. The City agrees to provide to Boeing written confirmation of such withdrawal, designation, or assignment, also as described by EXHIBIT E.