

FILED NO. *28015*
CITY OF BELLEVUE

PC-A 78-66

DATE *3-18-80*

CITY CLERK *Shirley* CONCOMITANT ZONING AGREEMENT
date 2818

WHEREAS, the City of Bellevue, Washington, a non-charter code city, under the laws of the State of Washington (Chapter 35A.63 RCW and Article 11, Section 11 of the Washington State Constitution) has authority to enact laws and enter into agreements to promote the health, safety and welfare of its citizens, and thereby control the use and development of property within its jurisdiction; and

WHEREAS, the Owner of certain property has applied for a rezone of such property (hereinafter referred to as the property) described below which is within the City's jurisdiction; and

*CC&F
Wash
Bellevue*

WHEREAS, the City of Bellevue Hearing Examiner has recommended that the property located north of I-90, south of S.E. 24th Street, east of 153rd Avenue S.E. and west of 161st Avenue S.E., which property is hereinafter more particularly described, be rezoned from R-1, R-30, PO, O and CB to O, I.I and GLB; and

WHEREAS, the City pursuant to RCW 43.21C of the State Environmental Policy Act should mitigate any adverse impacts which might result because of the proposed rezone; and

WHEREAS, the Owner has indicated willingness to cooperate with the City of Bellevue to insure compliance with the Bellevue Land Use Code, the Bellevue Sign Code and all other local, state and federal laws relating to the use and development of the property; and

WHEREAS, the City, in addition to civil and criminal sanctions available by law, desires to enforce the rights and interests of the public by this concomitant agreement;

APR 1 1980
City Clerk's

FILED FOR RECORD AT REQUEST OF
Name City of Bellevue
Address City Hall 5th Floor
Bellevue WA
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NOW, THEREFORE, in the event the property legally described in Exhibit A attached hereto and by this reference incorporated herein, is rezoned by the City of Bellevue from R-1, R-30, PO, O and CB to:

Area (A)	O
Area (B), Parcel 1	LI
Area (B), Parcel 2	OLB
Area (C)	O

and in full consideration of that event should it occur, the Owner does hereby covenant and agree as follows:

1. Specific Conditions:

AREA (A)

a. A perimeter buffer shall be established 30 feet from the property line on the easterly portion adjoining 156th Avenue S.E. and along the north property line in the vicinity of 153rd Avenue S.E.

b. Administrative design review shall be required prior to the issuance of the building permit and shall include landscaping, vegetation, circulation, parking, access, building design and exterior treatment.

AREA (B)

a. A vegetative buffer will be retained on 161st Avenue S.E. extending 60 feet west from the property line.

b. A continuous vegetative buffer will be retained along S.E. 24th Street extending 100 feet south from the property line. Said perimeter buffer shall then extend south and west along the subject property to proposed Detention Pond A. This portion of the buffer shall

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be 60 feet in depth. Detention Pond B shall be located no closer than 60 feet from S.E. 24th and shall be landscaped in accordance with the landscape plan required under Drainage Recommendation 1 of the Hearing Examiner. Location and depth of the landscape treatment adjacent to the school site shall be determined by the administrative design review process. In view of the steep terrain and the adequacy of sightscreening by existing standing trees and other vegetation a 30 foot buffer from the property line shall be required on the west perimeter of Area (B) fronting on 156th Avenue S.E. The existing trees within the perimeter area should be retained and 25 feet of the buffer area on the interior of the site shall be planted with a mixture of medium scale evergreen trees and shrubs to add to the visual buffer from adjacent properties.

c. Administrative design review shall be required prior to the issuance of the building permit and said review shall include landscaping, circulation, building design, and exterior treatment.

d. That section of Area (B) south of the LI designated area and recommended for OLB zoning shall be subject to development standards of the OLB zoning district.

e. The proposed hotel located in the OLB zone shall be limited to a maximum of 300 or less rooms.

f. Because of the broad range of uses permitted in the LI zoned area, uses requiring outside storage in residential transition zones as marked on the preliminary plat map and uses that are exclusively retail in character are prohibited. The following uses

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shall be prohibited in the LI zone:

- 1) Residential development.
- 2) All uses within Wholesale and Retail District except Standard Land Use Code Reference No. 51. Food service establishments shall be permitted when primarily operated for the benefit of on-site employees.
- 3) All uses within the transportation and utilities district will require a conditional use, provided a conditional use will not be required for power sub-stations and electrical generation facilities which serve the site. However, all such power sub-stations and electrical generation facilities must be totally sight screened from any surrounding residentially zoned property and must be designed and constructed in such a manner that they result in no increase in noise level above that existing at the time of this reclassification, measured at the property line of the site. "Noise level" as used in this section shall mean the average noise level measured over a 24 hour period, excluding noise caused by aircraft.
- 4) All uses within the Services District with the exception of Standard Land Use Code Reference Nos. 63, 634 and 637.
- 5) All uses within the Recreation Land Use District except Standard Land Use Code Reference No. 75.
- 6) All uses within the Resource District.
- 7) The only uses within the Manufacturing District that are prohibited are those listed under the Standard Land Use Code Reference Nos. 24, 321-327, and 3997.

AREA (C)

a. A minimum 25 foot vegetative screen shall be retained adjacent to 161st Avenue S.E.

b. Sufficient site screening and landscaping shall occur on the border between the southerly portion of the park site and the north portion of remaining Area (C).

c. Administrative design review shall be required prior to issuance of a building permit to include landscaping, circulation, building design, and exterior treatment.

The following shall constitute the conditions with regard to street improvements, access, non-motorized circulation and drainage:

STREET IMPROVEMENTS

a. The internal roadways developed on the subject parcel shall be dedicated to the City of Bellevue in conjunction with proponent's application for a building permit or permits on the subject parcel.

b. Widening of 156th Avenue S.E. and sufficient channelization and frontage improvements shall be required prior to any one or all of the following events:

- 1) Occupancy of newly constructed buildings in Area (A).
- 2) Occupancy of new construction in the OIB zone.
- 3) In conjunction with plat improvement requirements.

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4) Prior to 5,000 new vehicle trips being generated as the result of development of Area (B).

c. Widening of S.E. Eastgate Way and proper channelization and frontage improvements shall take place where any one or all of the following occurs:

1) Prior to occupancy of any new structure in the proposed OLB zone.

2) In conjunction with the plat improvement requirements.

3) Prior to 5,000 new vehicle trips being generated by development and occupancy in Area (B).

d. Frontage improvements shall be made to S.E. 24th Street in conjunction with plat improvements in Area (B) if the proposed development generates substantial additional traffic onto S.E. 24th Street.

e. Prior to occupancy of any buildings in Area (C), frontage improvements shall be made by the applicant on the east side of 161st Avenue S.E.

f. Upon approval by the Public Works Department and at the expense of the developer, developer agrees to provide signalization of the southern project entrance roadway and S.E. Eastgate Way.

g. Upon approval by the Public Works Department, the developer shall signalize 156th Avenue S.E. and S.E. Eastgate Way. After building permits have been issued for Areas (A) and (B) that generate 5,000 new vehicle trips from Area (A) or 3,000 new vehicle

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trips from Area (B), mandatory signalization, as well as approach and channelization modifications on 156th Avenue S.E. and S.E. Eastgate Way shall be developed or no additional building permits will be issued. Upon approval of the Public Works Department, the developer may signalize 161st Avenue S.E. and S.E. Eastgate Way, as well as construct approach and channelization modifications at developer's expense or through other sources of funding. In the event such signalization, approach and channelization modification are not constructed prior to the time that volume warrants are met for signalization at the intersection, no additional building permits shall be issued for any area located on the subject site.

h. The above street improvements and facilities shall be installed by applicant at its sole cost and expense, except for those improvements under Street Improvement Number b. (156th Avenue S.E. widening) which shall be 49% funded by applicant.

ACCESS

a. Access from Areas (A), (B) and (C) shall be allowed in accordance with the proponent's Master Plan with the following exceptions:

1) Access from Area (B) onto 161st Avenue S.E. shall not be allowed, provided a driveway is allowed for providing emergency and fire access only. Any such driveway shall be constructed at the option and sole expense of the applicant in accordance with the standards and conditions of the Public Works Department.

2) Existing access points on the east side of 156th

Avenue S.E. should be phased out as long as established businesses do not require such access or until a change of use occurs.

3) Access from Area (A) is limited to the one point proposed in the Master Plan, provided that the existing access to and from 156th Avenue S.E. to the existing service station and adjoining lot shall be allowed to continue.

NON-MOTORIZED CIRCULATION

The sidewalk construction shall be in accordance with the Master Plan with the following exceptions:

a. Sidewalks on 161st Avenue shall be completed in accordance with Street Improvement Number e. as set forth herein. If conditions set forth in Street Improvement Number e. have not been met, frontage improvements and sidewalks on the east side of 161st Avenue shall be completed with sidewalks on S.E. Eastgate Way. Sidewalk and frontage improvements along the proposed park site on 161st Avenue S.E. would not be required of the applicant if the site is conveyed to the City. Sidewalks along S.E. Eastgate Way shall be constructed in conjunction with Street Improvement Number c. discussed herein or prior to occupancy of any building in the OLB zone. Sidewalks on the west side of 156th Avenue shall be constructed in conjunction with Street Improvement Number b. set forth herein. Plat improvement requirements may cause modification of the conditions set forth above and shall be subject to complete review by the Department of Public Works.

b. Sidewalks on the east side of 156th Avenue S.E. from S.E. Eastgate Way to S.E. 28th Street will be constructed in conjunction

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with Street Improvement Number b. as set forth herein or in conjunction with plat improvement requirements.

c. Construction of a sidewalk on the west side of 161st Avenue S.E. south of the access road shall be in conjunction with Street Improvements Number e. as set forth herein or in conjunction with plat improvement requirements.

d. The sidewalk connection between 156th Avenue S.E. and 161st Avenue S.E. between the OLB and LI zones shall be located in the landscaped area immediately north of S.E. Eastgate Way for better and safer pedestrian use and access. Sidewalk construction shall take place if any or all of the following occur:

- 1) Construction of internal roads.
- 2) Prior to occupancy of any new building in the OLB zone.
- 3) In conjunction with plat construction requirements.

e. Construction of an access trail is required from 156th Avenue S.E. around the perimeter of this site along 161st Avenue S.E. to S.E. Eastgate Way. Applicant shall dedicate a 15 foot easement for public use and maintenance of the trail. The exact location of the trail and its design shall be approved by the Public Works and Parks Departments. Construction of the access trail shall occur in conjunction with plat improvement requirements or prior to occupancy of

any building in the LI zone.

DRAINAGE

a. Applicant agrees to dedicate Detention Ponds A and B on the Master Plan to the City of Bellevue. Pond C, if constructed, shall also be dedicated to the City. Applicant agrees to submit a landscape plan for all detention ponds for review and approval by the Public Works Department prior to occupancy of any new building in the LI zone or in conjunction with plat improvement requirements.

b. Prior to construction of any drainage facilities in the Vasa Creek system, applicant shall seek review and approval by the Public Works Department of drainage into the Vasa Creek system.

c. Prior to construction of any drainage facilities in the Phantom Lake system, applicant shall seek review and approval by the Public Works Department of off-site drainage facility requirements from the project to Phantom Lake.

OFFICE ZONES

Development of Office uses in the proposed O zones of Areas (A) and (C) shall be limited to low intensity uses as defined in Resolution 3451.

TRAFFIC FLOWS

a. The City shall monitor traffic flows entering and leaving the site at least every six months. If the results of any such analysis indicate that traffic flows will reach levels projected in the "Trip Generations Comparisons Table," (City Staff Recommended Zoning, reduced by the amounts attributable to R-20), Hearing Examiner, Packet

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4, Page 37, for the reclassification proposal within the six-month period next following, then any building permits issued for the construction of buildings within the site thereafter will be issued only upon the condition that the Owner take such action as determined by the City to be necessary to assure that such additional building or buildings will not result in traffic flows above the levels designated in such table. Such conditions could include, but need not be limited to carpooling or vanpooling requirements, additional transit, parking restrictions or such other methods that the City deems appropriate.

SANITARY LANDFILL AREAS

a. Since sanitary landfill areas may be unsuitable for standard design support, any dedicated roadways or buildings located on the sanitary landfill areas shall be designed and constructed to the specifications of a qualified soils engineer to meet both foundation support and methane gas considerations.

ADDITIONAL MITIGATING CONDITIONS

a. No manufacturing of explosive materials will be allowed within the reclassification site.

b. All uses within the reclassification site must meet all then current published Environmental Protection Agency emission standards.

c. No substance on the then current list of toxic materials of the Environmental Protection Agency shall be discharged into the air or sewers from the reclassification site, nor shall the outside storage of such materials be allowed.

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d. All lighting on the site shall be directed to the interior of the site, and shall not spill over onto adjacent residential property.

e. The Owner shall retain the existing trees which are of substantial height and healthy condition which are presently located in the perimeter areas surrounding the subject property.

MASTER PLAN

a. Development on the reclassification site shall also be subject to all restrictions and conditions contained in that certain "Master Plan," as attached to the Findings and Recommendations of the Hearing Examiner, as amended therein and by Ordinance 2818.

2. In the event that any term or clause of this agreement conflicts with applicable law, such conflicts shall not affect other terms of this agreement which can be given effect without the conflicting term or clause, and to this end the terms of this agreement are declared to be severable.

3. Any amendments or modifications of this agreement shall be valid only if mutually agreed upon by the City of Bellevue and the Owner (including heirs, assignees or successors to the Owner affected by the amendments or modifications) in writing and recorded with the King County Department of Records and Elections.

4. In addition to all other remedies available to the City by law, the City reserves the right to initiate proceedings to revoke the rezoning of the property should the Owner fail to comply with any of the terms and conditions of this agreement.

5. The City may at its discretion bring a lawsuit to compel specific performance of the terms and conditions of this agreement.

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6. In addition to all remedies available under this agreement and available to the City by law, the City shall be entitled to reasonable attorney's fees in any action necessary to enforce this agreement.

7. Nothing in this agreement shall be construed to restrict the authority of the City to exercise its power to rezone the property in future years.

8. The Owner agrees to indemnify and save harmless the City of Bellevue from and against all claims, suits, damages, costs, losses and expenses in any manner resulting from, arising out of, or connected with the Owner's negligent performance of or failure to perform fully any term or condition of this agreement.

9. This agreement shall be binding on the heirs, assigns, and successors of the Owner of the property.

Dated this 7th of March, 1980.

The person(s) whose names are subscribed herein do hereby certify that they are the sole holders of fee simple interest in the above described property:

OWNER

CC&F WASHINGTON PROPERTIES, INC.

By J. Thomas Bernard
Vice President

Approved as to form:

Richard G. Kelly
Assistant City Attorney

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STATE OF WASHINGTON)
COUNTY OF KING) SS

On this 7th day of March, 1980, before me the undersigned, a notary public in and for the State of Washington, duly commissioned and sworn, personally appeared J. Thomas Bernard to me known to be the Vice-President of the corporation that executed the foregoing instrument and acknowledged the same to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he/she is authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.



Richard S. Sidley
Notary Public in and for the
State of Washington;
Residing at Kirkland

STATE OF WASHINGTON)
COUNTY OF KING) SS

On this _____ day of _____, 1980, 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 _____ of the corporation that executed the foregoing instrument and acknowledged the same to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he/she is authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

Notary Public in and for the
State of Washington;
Residing at _____

ATB

AREA A
(Office)

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That portion of the northeast quarter of the southwest quarter and of the southeast quarter of the northwest quarter of Section 11, Township 24 North, Range 5 East, W.M., in King County, Washington, lying north of primary State Highway No. 2 as awarded under judgment and decree of appropriation, dated January 24, 1972, under King County Superior Court Cause Nos. 736441, 746601 and 738065 and lying northwesterly of 156th Ave. S.E. except that portion thereof described as follows:

Beginning at a point on the west line of the above described property distant north $1^{\circ}18'53''$ east 322.85 feet from the intersection of said west line with the north margin of the right-of-way of the southwesterly extension of 156th Ave. S.E. as established by county commissioners on July 14, 1958 as shown on County Survey Map No. 11-24-5-12; thence north $57^{\circ}11'43''$; east 36.24 feet to the true point of beginning of this description; thence north $57^{\circ}11'43''$ east 143.63 feet; thence north $80^{\circ}49'27''$ east 208.22 feet; thence south $33^{\circ}36'09''$ east 255.86 feet to said 156th Ave. S.E.; thence southwesterly along the curve of said road margin to the right having a radius of 924.93 feet, through a central angle of $25^{\circ}56'44''$, an arc distance of 418.84 feet; thence north $71^{\circ}43'54''$ west 120 feet more or less to a point which bears south $1^{\circ}18'53''$ west from the true point of beginning; thence north $1^{\circ}18'53''$ east to the true point of beginning and except that portion described as follows:

Beginning at the center of said section 11; thence north $88^{\circ}39'04''$ west 688.88 feet to the northwesterly margin of 156th Ave. S.E.; thence north $40^{\circ}38'01''$ east along said margin 82.94 feet to the true point of beginning; thence north $67^{\circ}28'23''$ west 201 feet; thence north $40^{\circ}38'01''$ east 168 feet; thence south $67^{\circ}28'23''$ east to the northwesterly margin of said 156th Ave. S.E.; thence south $40^{\circ}38'01''$ west to the true point of beginning. And except that portion thereof lying within the following described property:

Beginning 179.14 feet west and 30 feet south of the northeast corner of the southeast quarter of the northwest quarter of said Section 11; thence west parallel with the north subdivision line 800 feet; thence south parallel with the west subdivision line 430 feet; thence east to the west margin of 156th Ave. S.E.; thence north along said margin to the true point of beginning; and except that portion thereof lying within the north 30 feet of the southeast quarter of the northwest quarter of said Section 11.

EXHIBIT A

ATB

PORTION AREA B

(Light Industry, parcel 1)

All that certain real property situate in the City of Bellevue, State of Washington being a portion of Sec. 11, T. 24 N., R. 5 E., W. M., and being more particularly described as follows:

BEGINNING at the southwest corner of the N.W. 1/4 of the N.E. 1/4 of said Sec. 11; thence from said POINT OF BEGINNING along the south line of said N.W. 1/4 of the N.E. 1/4 S88°38'09"E 665.85 feet; thence N01°27'57"E 605.65 feet; thence S88°37'31"E 250.00 feet; thence N01°27'57"E 60.00 feet; thence S88°37'31"E 416.40 feet; thence N01°30'49"E 635.52 feet to a point on the southerly right-of-way line of S.E. 24th Street; thence along said southerly right-of-way line S88°36'53"E 1048.87 feet; thence leaving said southerly right-of-way line S01°37'01"W 152.19 feet; thence tangent to the preceding course along the arc of a curve to the right having a radius of 1579.79 feet and a central angle of 03°12'08", an arc length of 88.29 feet; thence radial to the preceding curve S85°10'51"E 120.00 feet to the westerly right-of-way line of 161st Avenue S.E.; thence along said westerly right-of-way line from a tangent that bears S04°49'09"W along the arc of a curve to the right having a radius of 1699.79 feet and a central angle of 11°01'35", an arc length of 327.12 feet to a point of compound curvature; thence tangent to the preceding curve along the arc of a curve to the right having a radius of 1777.36 feet and a central angle of 14°13'59", an arc length of 441.52 feet to a point of compound curvature; thence tangent to the preceding curve along the arc of a curve to the right having a radius of 5589.77 feet and a central angle of 18°01'53", an arc length of 1759.13 feet; to a point of reverse curvature; thence tangent to the preceding curve along the arc of a curve to the left having a radius of 1105.80 feet and a central angle of 16°39'45", an arc length of 321.58 feet to a point of reverse curvature; thence tangent to the preceding curve along the arc of a curve to the right having a radius of 386.00 feet and a central angle of 27°02'00", an arc length of 182.12 feet to a point of reverse curvature; thence tangent to the preceding curve along the arc of a curve to the left having a radius of 227.95 feet and a central angle of 58°08'30", an arc length of 231.32 feet; thence tangent to the preceding curve S0°20'21"W 121.50 feet; thence N89°50'36"W 3.48 feet; thence S0°09'27"W 20.00 feet; thence leaving said westerly right-of-way line along the centerline of a possible future street

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N89°50'33"W 47.56 feet; thence tangent to the preceding course along the arc of a curve to the right having a radius of 600.00 feet and a central angle of 40°18'08", an arc length of 422.05 feet; thence tangent to the preceding curve N49°32'19"W 549.83 feet to the centerline intersection with another future street; thence along last said future street S40°27'41"W 301.39 feet; thence leaving last said centerline N49°32'19"W 296.34 feet; thence N40°38'00"E 88.00 feet; thence N49°22'00"W 100.00 feet to a point on the easterly right-of-way line of 156th Avenue S.E.; thence along said easterly right-of-way line N40°38'00"E 301.24 feet; thence tangent to the preceding curve along the arc of a curve to the left having a radius of 984.98 feet and a central angle of 39°10'00", an arc length of 673.32 feet; thence N01°28'00"E 103.37 feet; thence leaving said easterly right-of-way line S88°51'40"E 199.80 feet; thence N01°25'05"E 230.00 feet; thence N88°38'09"W 92.86 feet; thence N01°25'05"E 30.00 feet to the POINT OF BEGINNING and containing 101.593 acres of land more or less.

Fred W. Carey
L.S. 11568

JB

PORTION AREA B

(Office/Limited Business, parcel 2)

All that certain real property situate in the City of Bellevue, State of Washington, being a portion of Sec. 11, T.24N., R.5E., W.M., and being more particularly described as follows:

BEGINNING at the intersection of the westerly right-of-way of 161st Avenue S.E. with the northerly right-of-way of Eastgate Way; thence from said POINT OF BEGINNING along said northerly right-of-way line of Eastgate Way N47°25'11"W 21.10 feet; thence tangent to the preceding course along the arc of a curve to the left having a radius of 360.00 feet and a central angle of 43°42'57", an arc length of 274.67 feet; thence radial to the preceding curve S01°08'08"E 30.00 feet; thence from a tangent that bears S89°51'52"W along the arc of a curve to the left having a radius of 330.00 feet and a central angle of 28°33'50", an arc length of 164.52 feet; thence tangent to the preceding curve S60°18'02"W 222.87 feet; thence tangent to the preceding course along the arc of a curve to the right having a radius of 320.00 feet and a central angle of 44°03'00", an arc length of 246.02 feet; thence tangent to the preceding curve N75°38'58"W 557.58 feet; thence N66°50'40"W 94.32 feet; thence N47°35'40"W 230.59 feet; thence N50°00'49"E 35.00 feet; thence N38°28'35"W 189.69 feet; thence N10°23'49"E 35.48 feet to a point on the easterly right-of-way line of 156th Avenue S.E.; thence along said easterly right-of-way line N53°57'53"E 171.07 feet; thence N48°00'10"E 150.60 feet; thence N32°47'19"E 55.91 feet; thence from a tangent that bears N52°08'54"E along the arc of a curve to the left having a radius of 930.00 feet and a central angle of 10°58'01", an arc length of 178.01 feet; thence tangent to the preceding curve N41°10'53"E 97.73 feet; thence N48°49'07"W 2.22 feet; thence N40°38'00"E 219.00 feet; thence leaving said easterly right-of-way line S49°22'00"E 100.00 feet; thence S40°38'00"W 88.00 feet; thence S49°32'19"E 296.34 feet to a point on the centerline of a future street; thence along said centerline N40°27'41"E 301.39 feet to the centerline intersection with another possible future street; thence along last said centerline S49°32'19"E 549.83 feet; thence tangent to the preceding course along the arc of a curve to the left having a radius of 600.00 feet and a central angle of 40°18'11", an arc length of 422.05 feet; thence tangent to the preceding curve S89°50'30"E 47.56 feet to the westerly right-of-way

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line of 161st Avenue S.E.; thence along said westerly right-of-way line
S0°09'30"W 219.46 feet; thence N88°41'44"W 22.30 feet; thence from a tangent
that bears S01°18'35"W along the arc of a curve to the right having a radius
of 250.00 feet, and a central angle of 47°14'03", an arc length of 206.10
feet; thence S54°52'16"W 79.47 feet to the POINT OF BEGINNING and containing
29.454 acres of land more or less.

Fred W Carey

L.S. 11568

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AREA C
(Office)

That portion of the northwest quarter of the southeast quarter of Section 11, Township 24 North, Range 5 East, W.M., in King County, Washington, lying northerly of County Road No. 111 and northerly of primary State-Highway No. 2 as established by deed dated July 31, 1939 under Auditor's File No. 3060939; and lying southeasterly of that portion deeded for 16 1st Ave. S.E. under Auditor's File Nos. 7202010327, 7404080310 and 7404080311 and as condemned in King County Superior Court Cause No. 736601.

JTB

CONVEYANCE AGREEMENT

WHEREAS, CC&F Washington Properties, Inc., a Washington corporation ("Seller") and the City of Bellevue, Washington, a non-charter code city under the laws of the State of Washington ("Purchaser") have by letter dated March 21, 1979, previously indicated the parties' intention to enter into an agreement for the purchase and sale of that certain property described on Exhibit A attached hereto and incorporated herein ("Property") and now desire to enter into such agreement in writing; and

WHEREAS, Seller desires to gratuitously convey the Property as a civic gesture and for the benefit of the surrounding neighborhood; and

WHEREAS, Purchaser has determined that development of the Park will have a beneficial effect on the surrounding residential area and the City as a whole,

Therefore, Purchaser and Seller agree:

1. Seller shall convey the Property to Purchaser in consideration of Ten Dollars (\$10.00) handed to Purchaser herewith, in accordance with the terms hereof;

2. Conveyance shall be by statutory warranty deed in the form attached hereto and incorporated herein as Exhibit B ("Deed");

3. Closing as defined herein shall occur on or before December 31, 1980, at Seller's option. "Closing" shall be deemed to occur upon execution and delivery of the Deed to Purchaser's City Manager or agent at the Office of City Manager, Bellevue City Hall. Title of Seller shall be free of all encumbrances except those described in Exhibit B.

4. Seller shall pay all real property taxes attributable to the calendar year 1980, up to date of closing.

5. Purchaser shall be entitled to possession upon the date of

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closing. Purchaser may enter onto the Property prior to closing for the purpose of predevelopment surveys, inspections and improvements, upon written approval of Seller and indemnification of Seller for any damages or claims arising directly or indirectly out of such entry.

6. Purchaser warrants that it is authorized to enter into this Agreement under applicable laws and ordinances.

7. The undersigned warrants that it is duly authorized to enter into this Agreement on behalf of Seller.

8. This Agreement shall inure to the benefit of and shall be binding upon the parties, their successors and assigns.

DATED this 7th day of March, 1980.

SELLER:

CC&F WASHINGTON PROPERTIES, INC.

By *Abraham Bernat*
its Vice President

PURCHASER:

CITY OF BELLEVUE

By *R. Saunders*

Approved as to form:

Richard Dudley
Assistant City Attorney

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STATE OF WASHINGTON)
) SS
COUNTY OF KING)

On this 7th day of March, 1980, before me the undersigned, a notary public in and for the State of Washington, duly commissioned and sworn, personally appeared J. Thomas Bernard to me known to be the Vice-President of the corporation that executed the foregoing instrument and acknowledged the same to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he/she is authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

Richard S. Kelly
Notary Public in and for the State of Washington;
Residing at KIRKLAND



STATE OF WASHINGTON)
) SS
COUNTY OF KING)

On this _____ day of _____, 1980, 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 _____ of the corporation that executed the foregoing instrument and acknowledged the same to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he/she is authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

Notary Public in and for the State of Washington;
Residing at _____

EXHIBIT A TO CONVEYANCE AGREEMENT

LOT 1 BLOCK II

All that certain real property situate in the City of Bellevue, County of King, State of Washington, being a portion of the N.E. 1/4 of the N.W. 1/4 of the S.E. 1/4 of Section 11, T. 24N., R. 5E., W.M., and being more particularly described as follows:

BEGINNING at the northeast corner of the N.W. 1/4 of the S.E. 1/4 of said Section 11; thence from said POINT OF BEGINNING along the easterly line of last said subdivision $S01^{\circ}27'10''W$ 466.68 feet; thence leaving said easterly line $N88^{\circ}39'25''W$ 296.91 feet; thence $S80^{\circ}01'59''W$ 101.98 feet; thence $N88^{\circ}39'25''W$ 80.00 feet to the easterly right-of-way line of 161st Avenue S.E.; thence along said easterly right-of-way line $N0^{\circ}20'21''E$ 177.08 feet; thence tangent to the preceding course along the arc of a curve to the right having a radius of 167.95 feet and a central angle of $58^{\circ}08'30''$, an arc length of 170.43 feet to a point of reverse curvature; thence tangent to the preceding curve along the arc of a curve to the left having a radius of 446.00 feet and a central angle of $27^{\circ}02'00''$, an arc length of 210.43 feet to a point of reverse curvature; thence tangent to the preceding curve along the arc of a curve to the right having a radius of 1045.80 feet and a central angle of $0^{\circ}56'03''$, an arc length of 17.05 feet to a point on the northerly line of said N.W. 1/4 of the S.E. 1/4 of Section 11; thence along said northerly line $S88^{\circ}39'25''E$ 251.61 feet to the POINT OF BEGINNING and containing 4.498 acres of land more or less.

8003120648

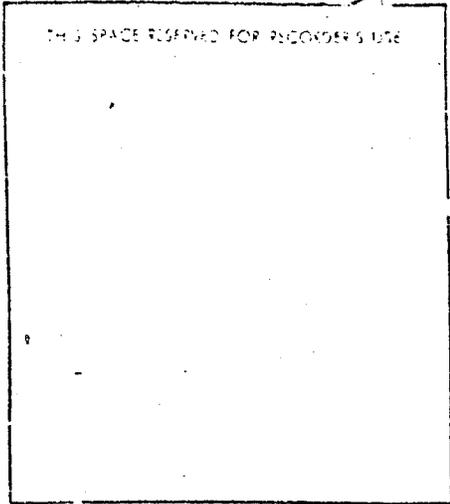
ATB



PIONEER NATIONAL
TITLE INSURANCE

A TIGOR COMPANY

Filed for Record at Request of



REVENUE STAMPS

AFTER RECORDING MAIL TO:

Foster, Pepper & Riviera
Attn: Judith M. Runstad
4400 Sea-First Bank Bldg.
Seattle, Washington 98154

8003120648

FORM L33

Statutory Warranty Deed

(CORPORATE FORM)

THE GRANTOR CC&F Washington Properties, Inc.

for and in consideration of Ten Dollars (\$10)

in hand paid, conveys and warrants to the City of Bellevue

the real estate described on Exhibit 1 attached hereto and incorporated herein, situated in the County of King, State of Washington ("Property") for use as a park, but if the Property is ever utilized for uses other than in its natural state or for park purposes, then Grantor, its successors or assigns, has the right to reenter and possess the Property.

Subject to reservation in Grantor of a non-exclusive easement for access and installation and maintenance of utilities over, across and under the portion of the Property described as Easement A on Exhibit 1 attached hereto and incorporated herein;

and further subject to easements and restrictions of record.

IN WITNESS WHEREOF, said corporation has caused this instrument to be executed by its proper officers and its corporate seal to be hereunto affixed this _____ day of _____, 1980

CC&F WASHINGTON PROPERTIES, INC.

By _____
President.

By _____
Secretary.

STATE OF WASHINGTON,)

County of _____)

On this _____ day of _____, 1980, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____ and _____, to me known to be the President and Secretary, respectively, of

Attn: Judith M. Runstad
4400 Sea-First Bank Bldg.
Seattle, Washington 98154

8003120648

FORM L39

Statutory Warranty Deed (CORPORATE FORM)

THE GRANTOR CC&F Washington Properties, Inc.

for and in consideration of Ten Dollars (\$10)
in hand paid, conveys and warrants to the City of Bellevue

the real estate described on Exhibit 1 attached hereto and incorporated herein, situated in the County of King, State of Washington ("Property") for use as a park, but if the Property is ever utilized for uses other than in its natural state or for park purposes, then Grantor, its successors or assigns, has the right to reenter and possess the Property.

Subject to reservation in Grantor of a non-exclusive easement for access and installation and maintenance of utilities over, across and under the portion of the Property described as Easement A on Exhibit 1 attached hereto and incorporated herein;

and further subject to easements and restrictions of record.

IN WITNESS WHEREOF, said corporation has caused this instrument to be executed by its proper officers and its corporate seal to be hereunto affixed this _____ day of _____, 1980

CC&F WASHINGTON PROPERTIES, INC.

By.....
President.

By.....
Secretary.

STATE OF WASHINGTON,)
County of _____) ss.

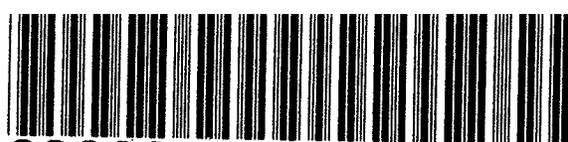
On this _____ day of _____, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared... and to me known to be the President and Secretary, respectively, of

the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and that the seal affixed is the corporate seal of said corporation.

Witness my hand and official seal hereunto of the day and year first above written

Notary Public in and for the State of Washington,
residing at





20030221002030

BOEING AMND 38.00
PAGE 001 OF 020
02/21/2003 13:41
KING COUNTY, WA

Return Address:

Mary Kate Berens, Legal Planner
City of Bellevue
PO Box 90012
Bellevue, Washington 98009

REC NO. 33217
CITY OF BELLEVUE

DATE 12/10/02

M-TOMNOW
CITY CLERK'S OFFICE

CCO FILE# Ord 9006
Ord 5418

Please print or type information **WASHINGTON STATE RECORDER'S Cover Sheet** (RCW 65.04)

Document Title(s) (or transactions contained therein): (all areas applicable to your document must be filled in)

1. Amendment to Concomitant Zoning Agreement

Reference Number(s) of Documents assigned or released: N/A

1. Amends existing Concomitant Zoning Agreement, Recording No. 8003120648

Grantor(s) (Last name, first name, initials)

1. The Boeing Company, a Delaware corporation

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

1. City of Bellevue, a Washington municipal corporation

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

Section 11, Township 24 North, Range 5 East

Additional legal is on Exhibit A of document.

Assessor's Property Tax Parcel/Account Number

Affects portions of Tax Parcel No. 112405-9004

The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

Received
JAN 18 2011
Permit Processing

AMENDMENT TO CONCOMITANT ZONING AGREEMENT

WHEREAS, the City of Bellevue, Washington, a non-charter code city, under the laws of the State of Washington (Chapter 35A.63 RCW and Article 11, Section 11 of the Washington State Constitution) has authority to enact laws and enter into agreements to promote the health, safety and welfare of its citizens, and thereby control the use and development of property within its jurisdiction; and

WHEREAS, the City of Bellevue and certain owners of real property executed a Concomitant Zoning Agreement dated March 7, 1980 and recorded under King County Recording Number 8003120648 (the "1980 CZA") in connection with the rezoning of property as described in the 1980 CZA; and

WHEREAS, the City has initiated a rezone of property, including the property described as Area (B), Parcel 1 in the 1980 CZA, and changes to the 1980 CZA, which property and action are within the City's jurisdiction; and

WHEREAS, The Boeing Company (the "Owner"), as owner of the property legally described on Exhibit A attached hereto and incorporated herein by this reference, which comprises a substantial portion of Area (B), Parcel 1, has indicated willingness to cooperate with the City of Bellevue to insure compliance with the Bellevue Land Use Code, the Bellevue Sign Code and all other local, state and federal laws relating to the use and development of the property; and

WHEREAS, the City of Bellevue Hearing Examiner has recommended that a certain portion of Area (B), Parcel 1 be rezoned from LI to OLB ("Area (B), Parcel 1, Existing Campus"); and

WHEREAS, the City of Bellevue Hearing Examiner has recommended that a certain portion of Area (B), Parcel 1 be rezoned from LI to OLB-OS ("Area (B), Parcel 1, New Campus"), legally described in Exhibit B attached hereto and incorporated herein by this reference; and

WHEREAS, the City of Bellevue Hearing Examiner has recommended that the 1980 CZA be amended, including amendments providing that a portion of Area (B), Parcel 1, New Campus be limited to certain open space and park uses ("Reserved Area"), that a portion of Area (B), Parcel 1, New Campus be available for development ("Development Area"), and that a portion of Area (B), Parcel 1, Existing Campus be limited to its current uses (the "Data Center Parcel"). The Reserved Area, Development Area and Data Center Parcel are each legally described on Exhibit B, attached hereto and incorporated herein by this reference; and

WHEREAS, the City, pursuant to RCW 43.21C of the State Environmental Policy Act should mitigate any adverse impacts which might result because of the proposed rezone; and

WHEREAS, the City, in addition to civil and criminal sanctions available by law, desires to enforce the rights and interests of the public by this concomitant agreement;

NOW, THEREFORE, in the event the property legally described in Exhibit A attached hereto and by this reference incorporated herein, is rezoned in accordance with Ordinance 5418, and in full consideration of that event should it occur, the Owner does hereby covenant and agree as follows:

✓1. The sixth sentence of Section 1, Specific Conditions, Area (B), subsection (b) of the 1980 CZA is hereby deleted in its entirety and replaced as follows:

"In view of the steep terrain and the adequacy of sightscreening by existing standing trees and other vegetation, a 30-foot buffer from the property line shall be required on the west perimeter of Area (B) fronting on 156th Avenue S.E.; except that in view of the steep terrain, sightscreening offered by existing vegetation and increased heights allowed, a 50-foot buffer from the property line shall be required on the west perimeter of Area (B), Parcel 1, New Campus fronting on 156th Avenue S.E."

✓2. Section 1, Area (B), subsection (f) of the 1980 CZA is hereby deleted in its entirety and replaced as follows:

"(f) Uses within the Reserved Area shall be limited to those uses allowed pursuant to LUC Section 20.25L.010B, as amended. Uses within the Data Center Parcel shall be limited to the uses in existence on the Data Center Parcel as of the date of this Amendment, generally described as follows:

1) The use described as "Computer Program, Data Processing and Other Computer Related Services" in LUC Section 20.10.440, Services chart, which use may include computer training facilities and office space for employees supporting the computer related services function;

2) Emergency power generator and other mechanical support systems for the data processing facility;

3) Warehousing space; and

4) Employee fitness center for use solely by the Owner's current and former employees and contractors and by the family members of such current and former employees and contractors."

✓3. The first and second sentences of Section 1, Specific Conditions, Drainage, subsection (a) of the 1980 CZA are hereby deleted in their entirety and replaced as follows:

"Owner has dedicated Detention Pond A on the Master Plan to the City of Bellevue."

4. A new sentence is added to the end of Section 1, Specific Conditions, Traffic Flows, subsection (a) of the 1980 CZA as follows:

"Trips generated by the use or development of a public park located in or accessed through the Reserved Area shall not be counted for purposes of determining traffic flow levels."

5. Section 1, Specific Conditions, Master Plan of the 1980 CZA is hereby amended to include the following new subsection (b):

"(b) Development within Area (B), Parcel 1, New Campus is subject to the site plan referred to in the Findings of Fact, Conclusions of Law and Recommendation dated October 23, 2002 in connection with City of Bellevue File Number 02-138873 LQ (hereinafter "2002 Hearing Examiner's Recommendation") as "Attachment H" and attached to this Amendment as Exhibit C and incorporated herein by this reference (the "Site Plan"). The Master Plan is hereby superseded by the Site Plan for Area (B), Parcel

1, New Campus only to the extent that the provisions of the Site Plan are inconsistent with the Master Plan.

1. The area shown as the Retained Vegetation Area on the Site Plan shall be subject to the following development restrictions:

Within the Retained Vegetation Area (RVA) the Owner shall leave undisturbed all trees and other vegetation within the area, except for the removal of diseased or dying vegetation which presents a hazard or for the implementation of an enhancement plan required or approved by the City. Any work, including removal of dead, diseased, or dying vegetation, is subject to permit requirements of City of Bellevue codes. The City of Bellevue shall have the right, but not the obligation, to enforce the requirements, terms, and conditions of this restriction by any method available under law. The obligation to ensure that all terms of the RVA are met is the responsibility of the Owner.

2. The entire 20 feet of the 20-foot setback shown on the Site Plan and bordering 160th Avenue S.E. shall be landscaped with Type III vegetation, as Type III vegetation is defined in LUC Section 20.20.520, as amended.

3. The entire 8 feet of the 8-foot setback shown on the Site Plan and forming the southern boundary of Area (B), Parcel 1, New Campus shall be landscaped with Type II vegetation, as Type II vegetation is defined in LUC Section 20.20.520, as amended."

6. The 1980 CZA is hereby amended to include a new Section 10 as follows:

"10. Any reference in the 1980 CZA to the "LI designated area" or "LI zoned area" or "LI zones" shall mean Area (B), Parcel 1 as legally described in Exhibit A to the 1980 CZA. Any reference in the 1980 CZA to the "OLB designated area" or "OLB zoned area" or "OLB zones" shall mean Area (B), Parcel 2 as legally described in Exhibit A to the 1980 CZA."

7. Section 1, Specific Conditions, Master Plan of the 1980 CZA is hereby amended to include the following new subsection (c):

"(c) Public access to the Reserved Area shall generally be provided as shown on the access plan referred to in the 2002 Hearing Examiner's Recommendation as "Attachment I" and attached to this Amendment as Exhibit D and incorporated herein by this reference."

8. Section 1, Area (B) of the 1980 CZA is hereby amended to include a new subsection (g) as follows:

"(g) The gross floor area of development within the Development Area shall be limited to the lesser of: (a) 500,000 square feet; or (b) the gross floor area determined by applicable floor area ratio (FAR) regulations in the Land Use Code, as such applicable regulations may be amended."

9. Except as expressly modified herein, the provisions of the 1980 CZA remain unmodified and in full force and effect.

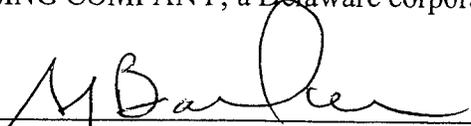
Dated this 9th day of December, 2002.

The person(s) whose names are subscribed herein do hereby certify that they are the sole holders of the fee simple interest in the property described on Exhibit A to this Amendment:

OWNER

THE BOEING COMPANY, a Delaware corporation

By:



Signature

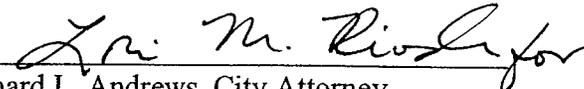
Stephen J. Barker
Authorized Signatory

Print Name

Its:

Title

Approved as to form:



Richard L. Andrews, City Attorney

EXHIBIT A

LEGAL DESCRIPTION OF OWNER'S PROPERTY

[attached]

EXHIBIT A

TOTAL LEGAL DESCRIPTION:

REVISED BOEING PARCEL DESCRIPTION PURSUANT TO CITY OF BELLEVUE BOUNDARY LINE ADJUSTMENT NO. BLA 91-5283, ACCORDING TO THE BOUNDARY LINE ADJUSTMENT RECORDED UNDER KING COUNTY RECORDING NO. 9202149001, DESCRIBED AS FOLLOWS:

THAT PORTION OF SECTION 11, TOWNSHIP 24 NORTH, RANGE 5 EAST W.M., BEGINNING AT THE MOST NORTHERLY POINT ON THE BOUNDARY OF THE PLAT OF CC&F I-90/BELLEVUE BUSINESS PARK DIVISION 1, AS PER PLAT RECORDED IN VOLUME 121 OF PLATS, PAGES 1 THROUGH 3 (UNDER RECORDING NO. 8203180677), RECORDS OF KING COUNTY; SAID POINT BEARING NORTH 58°37'15" EAST 1,301.89 FEET FROM THE CENTER OF SAID SECTION 11; THENCE FROM SAID POINT OF BEGINNING ALONG THE NORTHWESTERLY BOUNDARY SAID PLAT FROM A TANGENT THAT BEARS SOUTH 21°30'47" WEST ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 277.50 FEET AND A CENTRAL ANGLE OF 21°41'55", AN ARC LENGTH OF 105.09 FEET; THENCE TANGENT TO THE PRECEDING CURVE SOUTH 43°12'42" WEST 142.87 FEET; THENCE TANGENT TO THE PRECEDING COURSE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 1,222.50 FEET AND A CENTRAL ANGLE OF 02°35'01", AN ARC LENGTH OF 55.13 FEET; THENCE TANGENT TO THE PRECEDING CURVE SOUTH 40°37'41" WEST 962.91 FEET; THENCE LEAVING SAID NORTHWESTERLY BOUNDARY NORTH 49°32'19" WEST 487.20 FEET; THENCE SOUTH 40°27'41" WEST 291.56 FEET; THENCE NORTH 49°32'19" WEST 296.31 FEET; THENCE NORTH 40°38'00" EAST 88.00 FEET; THENCE NORTH 49°22'00" WEST, ALONG THE SOUTHWESTERN LOT LINE OF LOT 2 IN BLOCK 4 OF THE PLAT OF CC&F I-90/BELLEVUE BUSINESS PARK DIVISION 3, AS PER PLAT RECORDED IN VOLUME 127 OF PLATS, PAGES 29 THROUGH 31 (UNDER RECORDING NO. 8405300845), RECORDS OF KING COUNTY, A DISTANCE OF 87.45 FEET TO A POINT THAT IS 12.55 FEET, AS MEASURED ALONG SAID SOUTHWESTERN LOT LINE, FROM THE MOST WESTERLY CORNER OF SAID LOT 2, SAID POINT BEING FURTHER DESCRIBED AS LYING ON THE EASTERLY EDGE OF A CONCRETE SIDEWALK EXISTING AS OF OCTOBER 4, 1984; THENCE NORTHEASTERLY ALONG SAID EASTERLY EDGE THE FOLLOWING COURSES; THENCE NORTH 37°27'25" EAST 68.93 FEET; THENCE NORTH 37°22'32" EAST 153.26 FEET; THENCE NORTH 37°21'21" EAST 0.34 FEET TO A POINT ON SAID EASTERLY MARGIN OF 156TH AVENUE S.E., PER THE SAID PLAT OF CC&F I-90/BELLEVUE BUSINESS PARK, DIVISION 3; THENCE NORTH 40°38'00" EAST ALONG SAID EASTERLY MARGIN A DISTANCE OF 19.27 FEET TO A POINT 241.45 FEET, AS MEASURED ALONG SAID MARGIN FROM THE SAID MOST WESTERLY CORNER OF LOT 2; THENCE DEPARTING SAID PREVIOUSLY EXISTING MARGIN, NORTH 37°15'36" EAST ALONG A LINE 1.00 FOOT EASTERLY OF THE EASTERLY LINE OF SAID CONCRETE SIDEWALK, A DISTANCE OF 125.92 FEET; THENCE CONTINUING ALONG SAID LINE ALONG A NON TANGENTIAL CURVE TO THE LEFT, THE CENTER OF WHICH BEARS NORTH 53°47'49" WEST, HAVING A RADIUS OF 980.50 FEET, THROUGH A CENTRAL ANGLE OF 13°07'52" AND AN ARC LENGTH OF 224.71 FEET; THENCE LEAVING SAID LINE SOUTH 66°55'41" EAST ALONG A LINE RADIAL TO THE EASTERLY MARGIN OF 156TH AVENUE S.E. PER THE SAID PLAT OF CC&F I-90/BELLEVUE BUSINESS PARK DIVISION 3, A DISTANCE OF 4.48 FEET TO THE SAID EASTERLY MARGIN; THENCE NORTHERLY ALONG SAID MARGIN, BEING A CURVE TO THE LEFT HAVING A RADIUS OF 984.98 FEET, THROUGH A CENTRAL ANGLE OF 21°36'19", AN ARC LENGTH OF 371.42 FEET; THENCE TANGENT TO THE PRECEDING CURVE NORTH 01°28'00" EAST 103.37 FEET; THENCE LEAVING SAID EASTERLY RIGHT-OF-WAY LINE SOUTH 88°51'40" EAST 199.80 FEET TO AN ANGLE POINT IN THE BOUNDARY OF THE LANDS CONVEYED TO THE BOEING COMPANY BY STATUTORY WARRANTY DEED RECORDED UNDER RECORDING NO. 8106220268 KING COUNTY RECORDS; THENCE ALONG THE SOUTHERLY LINE OF LAST SAID LANDS SOUTH 68°29'13" EAST 1,066.43 FEET TO THE POINT OF BEGINNING;

TOGETHER WITH THAT PORTION OF THE MAIN TRACTS, NOTED AS PARCELS X AND Y, AS DESCRIBED IN DEED RECORDED UNDER RECORDING NO. 8106220268, WHICH LIES NORTHERLY OF THE PREVIOUSLY DESCRIBED TRACT; AND TOGETHER WITH LOTS 4 THROUGH 8 IN BLOCK 1 OF CC&F I-90/BELLEVUE BUSINESS PARK DIVISION 1, AS PER PLAT RECORDED IN VOLUME 121 OF PLATS, PAGES 1 THROUGH 3, RECORDS OF KING COUNTY;

EXCEPT THAT PORTION THEREOF CONVEYED TO THE CITY OF BELLEVUE FOR A DRAINAGE POND BY DEED RECORDED UNDER RECORDING NO. 8308260556; SITUATE IN THE CITY OF BELLEVUE, COUNTY OF KING, STATE OF WASHINGTON.

CONTAINING 4,096,266 SQUARE FEET OR 94.037 ACRES, MORE OR LESS.

EXHIBIT B

LEGAL DESCRIPTIONS

Area (B), Parcel 1, New Boeing Campus:

That portion of Section 11, Township 24 North, Range 5 East, W.M., in King County, Washington, described as follows:

Commencing at the intersection of the Northwesterly extension of the Southerly line of Lot 3, Block 1, CC and F I-90/Bellevue Business Park Division 1, as recorded in Volume 121 of Plats, Pages 1-3 and the centerline of 160th Avenue S.E.; thence North $40^{\circ}37'44''$ East along said centerline 647.92 feet a point on a 300.70 foot radius non-tangent curve the center of which bears North $23^{\circ}02'42''$ East and the **True Point of Beginning**; thence Northwesterly along said non-tangent curve a distance of 235.42 feet to the beginning of a 300.70 foot radius reverse curve the center of which bears South $67^{\circ}54'07''$ West; thence Westerly along said reverse curve a distance of 590.42 feet to the beginning of a 20.00 foot radius reverse curve the center of which bears North $44^{\circ}35'53''$ West; thence Northwesterly along said reverse curve a distance of 29.93 feet; thence North $48^{\circ}50'37''$ West to the centerline of 156th Avenue S.E.; thence Northerly along said centerline to the Westerly extension of the Northerly line of Lot 14, Block 4 of CC and F I-90/Bellevue Business Park Division 3, as recorded in Volume 127 of Plats, Page 29-31; thence Easterly along said Westerly extension and Northerly line to an angle point on the North line of said Lot 14; thence North $1^{\circ}25'22''$ East parallel with the West line of the Northeast quarter of said Section 11 to the North line of the Southwest quarter of the Northeast quarter of said Section 11; thence Easterly along said North line to the Southwest corner of the Southeast quarter of the Northwest quarter of the Northeast quarter of said Section 11; thence Northerly along the West line thereof 116.64 feet; thence Northeasterly to a point on the East line of the West 250.00 feet of the Southeast quarter of the Northwest quarter of the Northeast quarter of said Section 11 a distance of 430.00 feet South of the North line of said subdivision; thence Northerly along said East line to the North line of said subdivision; thence Easterly along said North line to Northwest corner of the Southwest quarter of the Northeast quarter of the Northeast quarter of said Section 11; thence South $88^{\circ}37'01''$ East along the North line thereof 83.37 feet; thence South $2^{\circ}28'22''$ West 10.94 feet; thence South $5^{\circ}53'15''$ West 10.98 feet; thence South $2^{\circ}47'53''$ West 83.50 feet to the beginning of a 175.35 foot radius curve to the right; thence Southwesterly along said curve a distance of 98.48 feet; thence South $34^{\circ}58'37''$ West 20.50 feet; thence South $55^{\circ}01'23''$ East 46.05 feet; thence South $35^{\circ}12'43''$ West 519.07 feet to the beginning of a 444.00 foot radius curve to the left; thence Southerly along said curve a distance of 366.15 feet; thence South $12^{\circ}02'17''$ East 170.41 feet; thence South $15^{\circ}50'46''$ West 85.48 feet; thence South $35^{\circ}17'26''$ West 15.65 feet to the Northerly line of said CC and F I-90/Bellevue Business Park Division 3; thence South $68^{\circ}29'10''$ East along said Northerly line and the Northerly line of said CC

and F I-90/Bellevue Business Park Division 1 a distance of 49.38 feet to the centerline of 160th Avenue S.E.; thence Southwesterly along said centerline to the **True Point of Beginning**.

Reserved Area:

THAT PORTION OF THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 24 NORTH, RANGE 5 EAST OF THE WILLAMETTE MERIDIAN IN KING COUNTY WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 11; THENCE ALONG THE SOUTH LINE THEREOF SOUTH 88°37'24" EAST 287.87 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID SOUTH LINE SOUTH 88°37'24" EAST 377.97 FEET TO THE SOUTHEAST CORNER OF SAID SUBDIVISION; THENCE ALONG THE EAST LINE THEREOF NORTH 1°28'15" EAST 116.64 FEET; THENCE LEAVING SAID EAST LINE NORTH 65°58'27" EAST 276.97 FEET TO A POINT BEING 250.00 FEET EASTERLY OF, AS MEASURED AT RIGHT ANGLES TO, THE WEST LINE OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 11, AND ALSO BEING 430.00 FEET SOUTHERLY OF, AS MEASURED AT RIGHT ANGLES TO, THE NORTH LINE OF THE SAME SUBDIVISION; THENCE PARALLEL WITH SAID WEST LINE NORTH 1°28'15" EAST 430.00 FEET TO THE NORTH LINE OF SAID SUBDIVISION; THENCE ALONG SAID NORTH LINE SOUTH 88°37'01" EAST 416.40 FEET TO THE NORTHEAST CORNER THEREOF; THENCE ALONG THE EASTERLY PROLONGATION OF SAID NORTH LINE SOUTH 88°37'01" EAST 83.37 FEET; THENCE SOUTH 2°28'22" WEST 10.94 FEET; THENCE SOUTH 5°53'15" WEST 10.98 FEET; THENCE SOUTH 2°47'53" WEST 83.50 FEET TO A POINT OF CURVATURE OF A 175.35 FOOT RADIUS CURVE TO THE RIGHT; THENCE SOUTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 32°10'44", SUBTENDED BY AN ARC LENGTH OF 98.48 FEET TO A POINT OF TANGENCY; THENCE SOUTH 34°58'37" WEST 20.50 FEET; THENCE PERPENDICULAR NORTH 55°01'23" WEST 89.00 FEET; THENCE SOUTH 35°11'14" WEST 296.31 FEET; THENCE SOUTH 15°34'05" EAST 50.37 FEET; THENCE SOUTH 55°03'51" EAST 95.89 FEET; THENCE SOUTH 35°12'43" WEST 190.82 FEET TO A POINT OF CURVATURE OF A 444.00 FOOT RADIUS CURVE TO THE LEFT; THENCE SOUTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 47°15'00", SUBTENDED BY AN ARC LENGTH OF 366.15 FEET TO A POINT OF TANGENCY; THENCE SOUTH 12°02'17" EAST 170.41 FEET; THENCE SOUTH 15°50'46" WEST 85.48 FEET; THENCE SOUTH 35°17'26"

WEST 56.30 FEET; THENCE NORTH 63°25'31" WEST 131.49 FEET TO A POINT OF CURVATURE OF A 200.00 FOOT RADIUS CURVE TO THE LEFT; THENCE NORTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 15°05'35", SUBTENDED BY AN ARC LENGTH OF 52.68 FEET TO A POINT OF REVERSE CURVATURE OF A 350.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE NORTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 31°58'00", SUBTENDED BY AN ARC LENGTH OF 195.27 FEET TO A POINT OF TANGENCY; THENCE NORTH 46°33'07" WEST 135.06 FEET TO A POINT OF CURVATURE OF A 350.00 FOOT RADIUS CURVE TO THE LEFT; THENCE NORTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 52°14'18", SUBTENDED BY AN ARC LENGTH OF 319.11; THENCE NORTH 49°30'25" WEST 25.31 FEET TO A POINT BEING 287.87 FEET EASTERLY OF, AS MEASURED AT RIGHT ANGLES TO, THE WEST LINE OF THE NORTHEAST QUARTER OF SECTION 11; THENCE PARALLEL WITH SAID WEST LINE NORTH 1°25'22" EAST 304.00 FEET TO THE TRUE POINT OF BEGINNING, AND THERE ENDING, ALL IN KING COUNTY, WASHINGTON.

Development Area:

That portion of Section 11, Township 24 North, Range 5 East, W.M., in King County, Washington, described as follows:

Commencing at the intersection of the Southeasterly extension of the Southwest line of Lot 1, Block 3, CC and F I-90/Bellevue Business Park Division 3, as recorded in Volume 127 of Plats, Pages 29-31 and the centerline of 160th Avenue S.E.; thence North 40°37'44" East along said centerline 647.92 feet to a point on a 300.70 foot radius non-tangent curve the center of which bears North 23°02'42" East and the **True Point of Beginning**; thence Northwesterly along said non-tangent curve a distance of 235.42 feet to the beginning of a 300.70 foot radius reverse curve the center of which bears South 67°54'07" West; thence Westerly along said reverse curve a distance of 590.42 feet to the beginning of a 20.00 foot radius reverse curve the center of which bears North 44°35'53" West; thence Westerly along said reverse curve a distance of 29.93 feet; thence North 48°50'37" West to the centerline of 156th Avenue S.E.; thence Northerly along said centerline to the Westerly extension of the Northerly line of Lot 14, Block 4 of said CC & F I-90/Bellevue Business Park Division 3; thence Easterly along said Westerly extension and Northerly line to an angle point on the Northerly line of said Lot 14; thence North 1°25'22" East parallel with the West line of the Northeast quarter of said Section 11 to the North line of the Southwest quarter of the Northeast quarter of said Section 11; thence Easterly along said North line to the East line of the West 287.87 feet of the Northeast quarter of said Section 11; thence South 1°25'22" West along said East line 304.00 feet; thence South 49°30'25" East 25.31 feet to a point on a 350.00 foot radius non-tangent curve the center of which bears South 8°47'25" East; thence Southeasterly along said

non-tangent curve 319.11 feet; thence South $46^{\circ}33'07''$ East 135.06 feet to the beginning of a 350.00 foot radius curve to the left; thence Southeasterly along said curve a distance of 195.27 feet to the beginning of a 200.00 foot radius reverse curve the center of which bears South $11^{\circ}28'56''$ West; thence Southeasterly along said reverse curve 52.68 feet; thence South $63^{\circ}25'31''$ East to the centerline of 160th Avenue S.E.; thence Southwesterly along said centerline to the **True Point of Beginning**.

Data Center Parcel:

THAT PORTION OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 24 NORTH, RANGE 05 EAST, W.M. DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 11; THENCE SOUTH $88^{\circ}37'01''$ EAST, A DISTANCE OF 83.37 FEET; THENCE SOUTH $02^{\circ}28'22''$ WEST, A DISTANCE OF 10.94 FEET; THENCE SOUTH $05^{\circ}53'15''$ WEST, A DISTANCE OF 10.98 FEET; THENCE SOUTH $02^{\circ}47'53''$ WEST, A DISTANCE OF 83.50 FEET TO THE POINT OF CURVATURE OF A 175.35 FOOT RADIUS CURVE TO THE RIGHT; THENCE SOUTHERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF $32^{\circ}10'44''$, A DISTANCE OF 98.48 FEET; THENCE SOUTH $34^{\circ}58'37''$ WEST, A DISTANCE OF 20.50 FEET; THENCE SOUTH $55^{\circ}01'23''$ EAST, A DISTANCE OF 46.05 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH $55^{\circ}10'40''$ EAST, A DISTANCE OF 418.74 FEET; THENCE NORTH $35^{\circ}11'11''$ EAST, A DISTANCE OF 192.34 FEET; THENCE SOUTH $54^{\circ}50'39''$ EAST, A DISTANCE OF 321.28 FEET TO THE WEST RIGHT OF WAY OF 161ST AVENUE SOUTHEAST AND TO A POINT OF CURVE OF A NON TANGENT CURVE TO THE RIGHT, OF WHICH THE RADIUS POINT LIES NORTH $57^{\circ}48'08''$ WEST, A RADIAL DISTANCE OF 5,589.77 FEET; THENCE SOUTHWESTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF $07^{\circ}04'59''$, A DISTANCE OF 691.02 FEET; THENCE NORTH $54^{\circ}46'53''$ WEST, A DISTANCE OF 793.68 FEET; THENCE NORTH $35^{\circ}12'43''$ EAST, A DISTANCE OF 494.89 FEET TO THE TRUE POINT OF BEGINNING.

EXHIBIT C

SITE PLAN

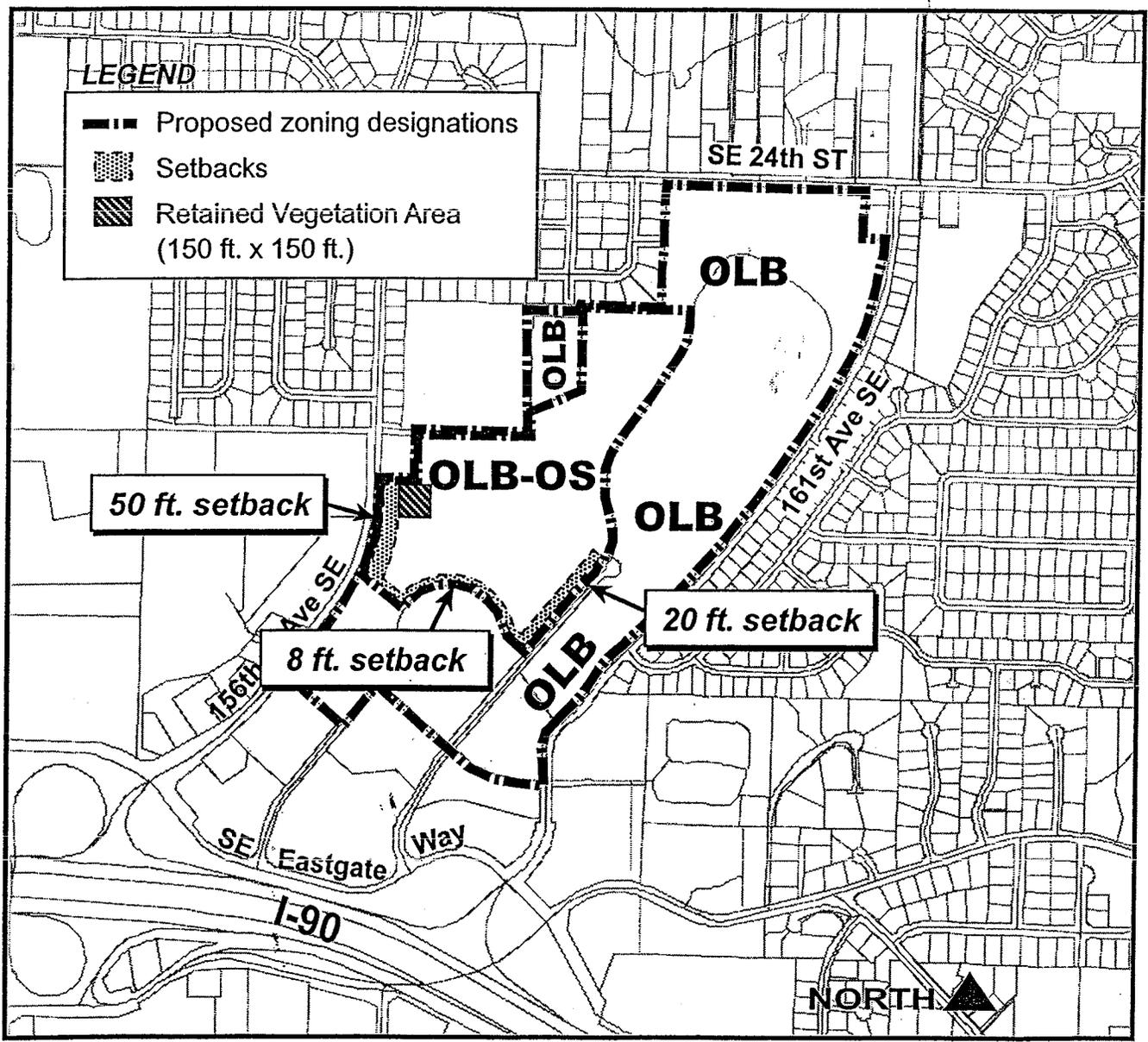
[attached]

REC NO. 33216
CITY OF BELLEVUE
DATE 12/10/02
M. TOMASO
CITY CLERK'S OFFICE
CCO FILE# ord 1208

Attachment H

Amendments to Adopted Master Plan

ends 418



**Existing Master Plan remains unmodified except where specifically shown herein*



City of Bellevue
Planning and Community Development - 9/16/02

EXHIBIT D

PUBLIC ACCESS TO RESERVED AREA

[attached]

Attachment I

REC NO. 33215

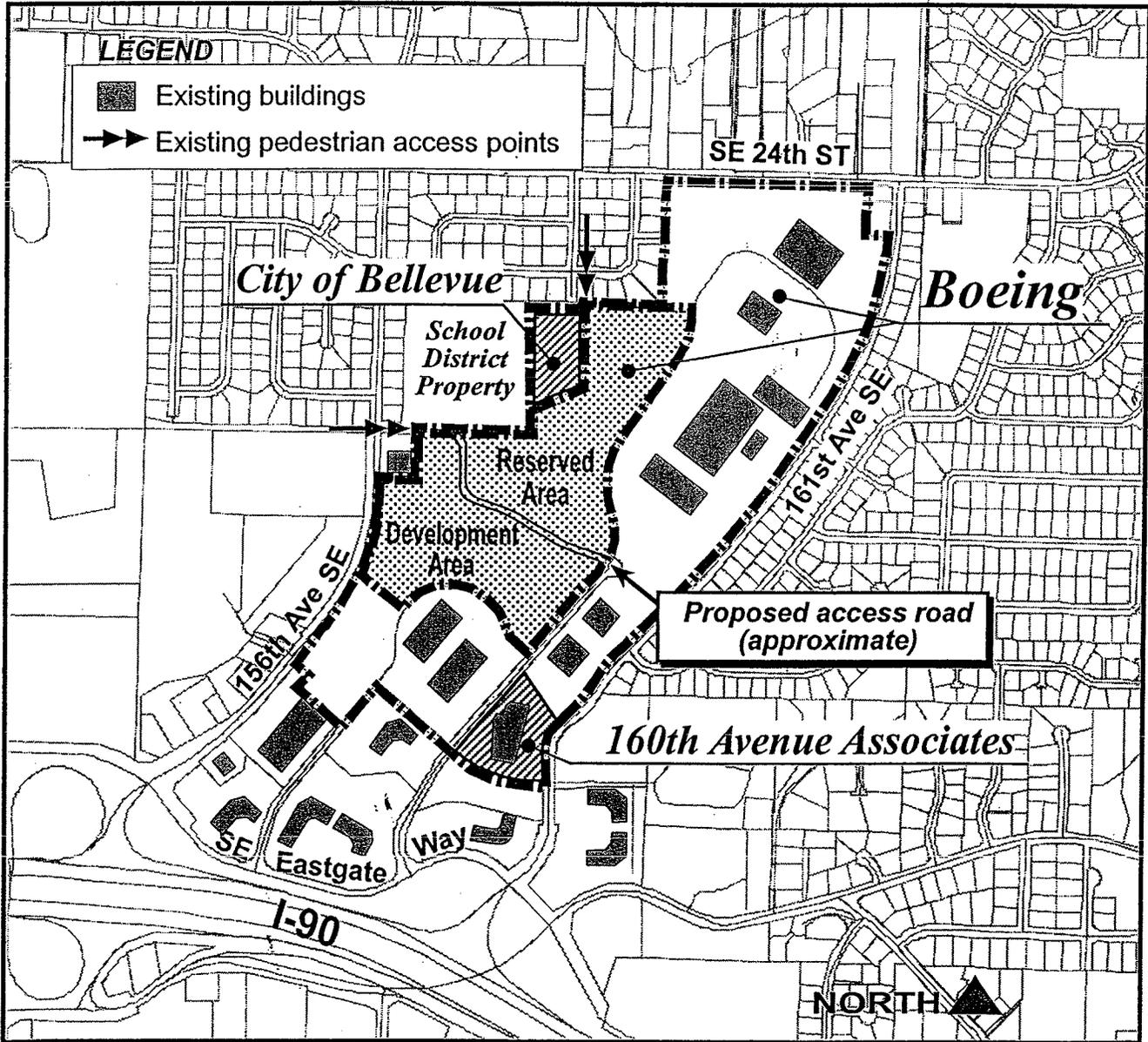
CITY OF BELLEVUE

DATE 12/10/02

M. TOMROW
CITY CLERK'S OFFICE

Existing and Future Access

to Reserved Areas CCO FILE# 022 548



City of Bellevue
Planning and Community Development - 9/16/02

THE BOEING COMPANY

DELEGATION OF COMMITMENT AUTHORITY

Laurette T. Koellner, President of Boeing Shared Services Group, acting pursuant to Company Policy POL-1, "Delegation of Authority to Authorize Business Transactions and Agreements, and to Commit Company Resources," as amended, modified, supplemented, and updated to the date hereof, which Policy was adopted by The Boeing Company, a Delaware corporation (the "Company") pursuant to a resolution of the Board of Directors of the Company duly adopted on April 27, 1998, hereby delegates to each of

Philip W. Cyburt and Stephen J. Barker

the authority to manage the real property of the Company, including the authority to do any of the following:

- (a) To commit the Company to the purchase, sale, or lease (as lessor or lessee or as a participant in any such transaction) of real property and related personal property and to extend credit in connection with any of the foregoing; and
- (b) To grant mortgages, deeds of trust, and other liens on the Company's interest in real property; and
- (c) To commit the Company to easements, licenses, access agreements, development agreements, mitigation agreements, property management agreements, and similar agreements; and
- (d) In connection with any of the foregoing, to make, enter into, execute, create and deliver any proposals, contracts, agreements, deeds, leases, subleases, bills of sale, bonds, liens, mortgages, deeds of trust, easements, licenses, permits, claims, indemnities, guarantees, settlements, releases, obligations, assignments, option agreements, consents, development agreements, mitigation agreements, and other instruments and documents as deemed by either such individual to be necessary or desirable.

The authority granted herein is limited to exclude any transaction that would involve:

- (i) expenditures or the commitment to make expenditures with respect to real property that in the aggregate exceed \$30,000,000; or
- (ii) disposition of a real property asset for a sale price in excess of \$30,000,000; or
- (iii) the granting of a lien on real property securing an obligation in excess of \$30,000,000, or
- (iv) a lease commitment (as lessee or lessor) if the present value of the committed rentals (discounted at the then current Prime Rate as announced publicly by The Chase Manhattan Bank in New York) exceeds \$30,000,000.

The authority herein delegated shall be effective as of January 2, 2002 and remain in full force and effect through December 31, 2002 unless revoked in writing in whole or in part by resolution of the Board of Directors or by the undersigned.

Dated: January 2, 2002



Laurette T. Koellner