WEYERHAEUSER COMPANY CONCOMITANT
PRE-ANNEXATION ZONING AGREEMENT

THIS AGREEMENT, made and entered into this ___ day of
August, 1994, by and between the WEYERHAEUSER
COMPANY, a Washington corporation ("Weyerhaeuser"), and the CITY
OF FEDERAL WAY, a municipal corporation organized and existing
under the Optional Municipal Code and other laws of the State of
Washington ("the City").

RECITALS

A. Weyerhaeuser owns certain real property located in
unincorporated King County, Washington, which surrounds and
includes its corporate headquarters. The property is contiguous
to the present easterly boundary of the City, which is bordered
by Interstate Highway 5. The property is legally described on
Exhibit A-1, attached hereto and incorporated herein by this
reference, and will be referred to as the "Property" herein.

B. The City and King County have been conducting certain
planning efforts as required by the Growth Management Act, RCW
36.70A. Both the County and the City have identified the
Property as within King County's Urban Growth Area, and both
parties have previously agreed that the property is within the
potential annexation area of Federal Way. Most of the property
is currently zoned "Manufacturing Park" or "Potential
Manufacturing Park" by King County.

C. The Property is a unique site, both in terms of its
development capacity and natural features. Weyerhaeuser desires
to develop its Property with maximum flexibility which will
insure optimal development, while preserving the unique natural
features of the site.

D. Weyerhaeuser is contemplating annexation of the
Property into the City; however, Weyerhaeuser seeks certainty as
to the Comprehensive Plan designation and zoning which would be
applicable to the Property should it be annexed into the City.

E. The City is interested in annexing the Property
because it is located within the City’s potential annexation
area and urban services can be adequately provided. In
addition, the City recognizes numerous public benefits
associated with annexation of the property, i.e., managing
growth and fiscal benefits, as well as intangible benefits that
may be associated with having Weyerhaeuser’s corporate
headquarters located within the City limits.

F. Weyerhaeuser and the City wish to establish zoning,
development standards, and procedures which would apply to
development of the Property should it be annexed into the City
in the future. The City has determined that proposed
development regulations as set forth herein are authorized by
RCW 35A.14.330, and general City power including Article III,
Chapter 19 of the Federal Way Code ("FWC"), and are reasonably
necessary for the protection of health, safety, morals and
general welfare. The proposed development regulations would
provide incentives for attracting business that would enhance
the City’s tax base while maintaining the quality of the area.
G. The City has reviewed an environmental checklist in connection with the proposed Pre-Annexation Agreement, Comprehensive Plan and zoning designations, as well as the potential future annexation action. In compliance with the State Environmental Policy Act ("SEPA") and the City of Federal Way SEPA procedures, the City has made a threshold determination that a Declaration of Non-Significance is appropriate in connection with the actions contemplated by this Agreement. This determination constitutes adequate compliance with SEPA in connection with adoption of pre-annexation zoning, and future annexation actions. Future development actions shall be subject to their own SEPA review.

NOW, THEREFORE, in consideration of the agreements contained herein, as well as other valuable consideration, receipt of which is hereby acknowledged, the parties hereby agree as follows:

AGREEMENTS

1. Petition for Annexation. The parties understand that Weyerhaeuser has filed a Petition for Annexation with the City conditioned on obtaining pre-annexation zoning acceptable to Weyerhaeuser and the City. The parties agree that no Notice of Intent to annex may be filed with the Boundary Review Board until this Pre-Annexation Zoning Agreement has been fully executed by all parties and the City has adopted the pre-annexation zoning, set forth in paragraph 3 herein, by ordinance. In the event pre-annexation zoning acceptable to
Weyerhaeuser is not approved by the City, then Weyerhaeuser may withdraw its petition for annexation.

2. **City Processing of Annexation Petition.** Following execution of this Pre-Annexation Zoning Agreement, the City agrees to submit expeditiously to the Washington State Boundary Review Board of King County ("BRB") a notice of intent to annex the Weyerhaeuser Property.

3. **Zoning Established.** If the Petition for Annexation is approved by the City, and BRB review is not invoked, or in the alternative, if BRB jurisdiction is invoked but the review process sustains the Petition for Annexation, then the City shall lawfully adopt an ordinance annexing the Property subject to the attached Zoning Designation Map incorporated hereto as Exhibit B.

3.1. Those portions of the Property designated as "Corporate Park-1 (CP-1)" Zone shall be subject to the development provisions set forth in Exhibit C.

3.2. Those portions of the Property designated as "Office Park-1 (OP-1)" Zone shall be subject to the development provisions and development standards attached hereto and incorporated as Exhibit D.

4. **Comprehensive Plan Designation.**

4.1 The City agrees that upon annexation of the property, the City Council shall lawfully establish an interim classification for the property on the City official Comprehensive Plan map. Pursuant to the FWC Section
19-101(a)(2), the area annexed to the City shall retain the Comprehensive Plan map classification of King County pursuant to RCW 35A.13.180, but shall be reviewed pursuant to the Federal Way Comprehensive Plan policies; provided however, to the extent Federal Way policies impose development standards conflicting with this Agreement, this Agreement shall control.

4.2 Pursuant to Section 19-101(b) of the FWC, the City agrees that within 12 months of the effective date of the annexation, a Comprehensive Plan designation for the property which is compatible with the zoning agreed to in Section 3 of this Agreement shall be adopted by the City.

5. **Shoreline Master Program Designation.**

5.1. The City agrees that upon annexation of the property, the annexation ordinance shall specify that any property regulated by the Shoreline Management Act and King County Shoreline Master Program shall retain the shoreline designation established by King County and shall be regulated pursuant to Chapter 18, Article III of the FWC. A map of the designations is attached as Exhibit B.

5.2. The City agrees that within 12 months of the effective date of the annexation, the City’s Shoreline Master Program will be amended to include the annexed properties within the City’s jurisdiction with the King County shoreline designations shown on the map attached as Exhibit B; provided the City will consider amending the "Conservancy" designation
along North Lake to an "Urban" designation, consistent with the remainder of the lake.

6. **Growth Management Legislation.**

6.1. **Urban Growth Area.** The City acknowledges that the Property is currently characterized by urban growth, is planned for additional urban growth, and is adjacent to territory currently characterized by urban growth. It will be included in any future urban growth boundary and potential annexation boundary established by the City.

6.2. **Urban Services.** The City agrees to furnish all municipal services to the Property in the event it is annexed, to the extent the City controls the municipal services either directly or by contract.

6.3. **Water & Sewer Service.** The Property is within the service district of the Federal Way Water and Sewer District ("District"), which has plans to construct sewer improvements consisting of a 30-inch diameter gravity trunk sewer which will tie into the existing sanitary sewer system on South 330th Street. The trunk sewer will cross I-5 then continue east across Weyerhaeuser property towards South 336th Street as more fully described in WTC Sewer Extension Agreement No. 91-213 between the District and Weyerhaeuser dated January 1, 1994.

6.4. The City agrees to coordinate with the District to serve the Property, including but not limited to the completion of the proposed improvements described in paragraph 6.3. In the event the City assumes the District, the
City agrees to provide the Property with all necessary services and complete the Sewer Improvements referenced herein and allow completion and use of such improvements and to fulfill the terms and conditions of the Sewer Extension Agreement between the District and Weyerhaeuser. Weyerhaeuser shall have no obligation to share in the cost of such extensions except as provided in the Sewer Extension Agreement dated January 1, 1994 and as it may desire to serve its own properties in which case Weyerhaeuser will pay its fair share as agreed upon at the time of the improvements.

7. **Conformity of Existing Uses.** The City agrees that, upon annexation, all existing uses and development on the Property are deemed to be legal, conforming uses, and may continue in existence as is. This includes but is not limited to use of mutually agreed upon meadows and open spaces for helistops for corporate purposes. The existing helistop pads are acceptable by the City for continued use. All public streets within the annexed area are accepted by the City as is for existing purposes except as provided for elsewhere in this Agreement. All buildings are presumed built pursuant to King County building code standards, and will not need to be altered to conform to any different Federal Way standards, except as provided for elsewhere in this Agreement. If such buildings are proposed to be modified through a building permit issued by the City of Federal Way, the City will not require major modifications to existing facilities to meet City code.
requirements in connection with any such new additions, provided however, the City may require the existing building to meet life safety requirements. Nothing in this section shall constitute a warranty of any kind, including the habitability by the City of existing structures.

8. **Assumption of Indebtedness.** The City acknowledges that it has no outstanding bonded indebtedness.

9. **Processing of Land Use Applications.**

9.1. The City shall process the land use applications and SEPA checklists for any future development on the Property ("Land Use Applications") as follows:

   a. The City agrees to process Land Use Applications expeditiously, in accordance with the requirements of those state and city laws and ordinances that would apply to other Land Use Applications in the City.

   b. The City shall use its best efforts to give any notices required by the City’s zoning and SEPA ordinances in a timely manner, including notices to advise if its applications are complete, and, if not, in what respects such land use application is deficient. The City shall use its best efforts to give such notice regarding each land use application expeditiously after its filing with the City.

   c. The City shall use its best efforts to comply with the 15-day recommended period for
completion of any threshold determination process pursuant to the SEPA Rules, WAC 197-11-310(3), and FWC Section 18-72.

9.2. Pursuant to a separate agreement and interlocal agreement with King County, the City may process Land Use Applications, shoreline permits, and binding site plan applications concurrently with the annexation process; provided, however, no development shall be undertaken until the effective date of the annexation.

10. **Land Modification Permit Process.** A Land Surface Modification Permit (grading permit or equivalent) may be reviewed by the City in advance of the issuance of a development permit, provided the development permit application has been made and all information required by Section 22.109V of the FWC has been provided to the City. Issuance of a grading permit for the Land Surface Modification may also be contingent upon meeting the requirements of the adopted surface water design manual, except as otherwise modified by this Agreement, and only after approval of a site plan or other land use review.

11. **Tenant Improvement Permits.** Tenant improvements necessary to meet the varied requirements of continuing or succeeding tenants shall be subject to the City’s tenant improvement process.

12. **Payment of City’s Processing Costs.**

12.1. The applicant agrees to pay any applicable City fees.
12.2. In addition, if the applicant so requests, and if the City concurs that such request is appropriate under City ordinances, the City shall contract for the services of additional staff or consultants whose primary responsibility will be the timely processing of applicant’s applications. The applicant shall pay all costs and expenses associated with the services of such additional personnel.

12.3. Any additional staff or consultants so funded by the applicant and contracted for by the City shall be solely responsible to the City and under the City’s sole and complete direction and control, to the same extent as any other staff personnel of the City.

13. Open Space. The Property has significant open space currently used for running, walking, kite flying and other recreational activities. These uses may continue at Weyerhaeuser’s discretion. The City agrees not to require any dedication or conveyance of the Property or any portion for public purposes, provided, that in connection with any new development applications within 200 feet of State shorelines, the City may require public trails, water access or open space as may be required by adopted City codes.

14. Road and Drainage Standards.

14.1. Weyerhaeuser has constructed, at its sole cost and expense, the existing roadway and sidewalk network on the property. It is agreed that this system not in a public right of way may remain private and shall be maintained by
Weyerhaeuser, and that the system need not meet City standards provided it meets good engineering practice and safety standards of the engineering profession for private roads, pedestrian facilities and bike trails. At such a time as the private road, pedestrian and bike facilities meet City standards and sufficient right of way is provided, the City will be willing, when mutually agreeable, to take over and maintain this system or any section of such system.

14.2. The roadway network within public right of way constructed by Weyerhaeuser is utilized by off-site users. These streets, as shown in Exhibit A-2 within the Property area, have been constructed by Weyerhaeuser to meet capacity needs for on-site development up to an additional 300,000 square feet of Corporate Office Park development ("Additional Development") located in the general area as shown on Exhibit A-2. The City agrees that such Additional Development shall be vested for purposes of roadway capacity requirements and any concurrency requirements, and Weyerhaeuser shall not be required to pay for any new public streets within the Property area or traffic mitigation fees for these streets in connection with the Additional Development; provided life safety issues are appropriately addressed in a mutually acceptable traffic report and the City and Weyerhaeuser agree on the improvements needed to address any such life safety issues. Life safety issues paid for by Weyerhaeuser at the time of development may include driveway and intersection improvements, the proportionate share
of the signalization of the intersection of South 336th Street
and Weyerhaeuser Way, construction of left turn lanes into such
new development, development of pedestrian corridors along
public roads within the Managed Forest Buffers, and paving of
shoulders for bicycle lanes.

14.3. The existing drainage system on the property is
accepted by the City as meeting the pre-1990 King County
drainage requirements, and no change will be required for
current uses of the property. Drainage for future additional
and new development shall be designed to comply with Federal Way
drainage requirements applicable at the time of development
application, including the Proposed Executive Basin Plan,
Hylebos Creek Area And Lower Puget Sound, but without
consideration of any non-conformance of the existing system or
cumulative effects from preexisting uses and structures unless
modifications to the existing drainage system are required in
connection with such new development drainage requirements. Any
contributions for necessary downstream improvements may be
imposed to the extent applicable to other property owners and
only as allowed by local and State law. All on-site storm
drainage facilities including streams, ponds, catch basins,
piping, retention/detention (R/D) systems, water quality
facilities, ditches, etc., will be maintained by Weyerhaeuser,
unless otherwise mutually agreed upon. All drainage facilities
associated with the public roadways will be maintained by the
City. Upon mutual agreement, the R/D facility on the east side
of Weyerhaeuser Way between the State park and South 320th Street will be deeded to the City and maintained by the City, if such facility is solely associated with control of runoff from Weyerhaeuser Way.

15. Impact Fees. The City shall not impose any impact or development fees in connection with any future development of the Property except as allowed by State law. The parties agree that the first 300,000 square feet of Additional Development within the Corporate Park zone shall be deemed to have no significant adverse impact, and shall not be subject to any on-site traffic development fees or mitigation, except as otherwise provided in this Agreement. The City shall comply with all requirements of RCW 82.02, FWC Section 19-46, and any other applicable laws. The City agrees that development of the Property may be subject to an off-site "pay and go" system, under which payment of the applicant's Fair Share Impact Fee constitutes full off-site mitigation, and shall satisfy any concurrency requirement under the Growth Management Act. Actual construction of the improvement shall not be required where the requirement is for the applicant to pay a proportion pro rata contribution. At the applicant's option, however, it may undertake any such improvement at its own cost in which case it will be entitled to a latecomer's agreement to reimburse it for costs incurred in excess of its Fair Share Impact Fee. To the extent consistent with State law, any such construction undertaken by the applicant shall not be deemed a public works,
and shall not be subject to public bidding, prevailing wage or other public works laws.

16. **Time of Essence.** Time is of the essence of this Agreement and of every provision hereof.

17. **Effective Date.** This Agreement shall become effective upon the effective date of a City Ordinance approving this Agreement.

18. **Term of Agreement.** This Agreement shall remain in full force and effect until terminated by mutual agreement of the parties.

19. **Enforcement.** Venue and jurisdiction to enforce all obligations under this Agreement shall lie in the King County Superior Court, unless the parties agree to mediation or binding arbitration. The obligations of the parties hereunder do not have an adequate remedy by way of an action for damages and may be enforced by an action for a specific performance.

20. **Attorneys’ Fees and Costs.** In the event either party commences proceedings in King County Superior Court to enforce this Agreement, the prevailing party shall be entitled to an award of attorneys’ fees and actual costs and disbursements, including expert witness fees, reasonably incurred or may in such proceedings, including appellant proceedings. In the event the matter is resolved in mediation or binding arbitration, each party shall be responsible for its own fees.
21. **Governing Law.** This Agreement is entered into under the laws of the State of Washington, and the parties intend that Washington law shall apply to the interpretation hereof.

22. **Amendment.** This Agreement and attached exhibits may be modified only by written instrument duly executed by both parties. In the case of a major modification to the land use provisions located in the exhibits to this Agreement, the City's Process II procedures shall be utilized. In all other cases, the City Manager may authorize modification on behalf of the City.

23. **Binding Effect.** This Agreement shall run with the land and shall be binding upon and inure to the benefits of, the current owners and their respective heirs, successors and assigns, provided successors and assigns of Weyerhaeuser to any portion of the Property shall assume the benefits and responsibilities of this Agreement as it applies to that specific portion of the Property.

24. **Severability.** Nothing contained in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision contained in this Agreement and any present or future statute or law, ordinance or regulation or judicial ruling or governmental decision with the force of law contrary to which the parties have no legal right to contract, the latter shall prevail, but the provision of this Agreement which is affected shall be limited only to the extent necessary to bring it within
the requirements of such law, ruling or decision without invalidating or affecting the remaining provisions of this Agreement.

Executed the day and year first above written.

CITY OF FEDERAL WAY

By

Its City Manager

Attest:

City Clerk

Approved as to form:

Carolyn Lake
City Attorney

WEYERHAEUSER COMPANY

By

Its President and CEO
STATE OF WASHINGTON

COUNTY OF KING

 ss.

On this 24th day of August, 1994, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Kenneth E. Nyberg, to me known to be City Manager of the City of Federal Way, 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 on oath stated that he was authorized to execute said instrument.

WITNESS MY HAND AND OFFICIAL SEAL hereto affixed the day and year first above written.

[Signature]

Eileen Robinson

NOTARY PUBLIC in and for the State of Washington, residing at Federal Way. My commission expires 1-29-98.

STATE OF WASHINGTON

COUNTY OF KING

 ss.

On this 17th day of August, 1994, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared John W. Creighton, Jr., to me known to be President & CEO of Weyerhaeuser Company, 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 on oath stated that he was authorized to execute said instrument.

WITNESS MY HAND AND OFFICIAL SEAL hereto affixed the day and year first above written.

[Signature]

Dally L. Lofquist

NOTARY PUBLIC in and for the State of Washington, residing at Eatonville. My commission expires 10/1/94.
EXHIBIT A-1

Legal Description for Property Owned by Weyerhaeuser Company

[Entire Property:]

[By Zone:]
LEGAL DESCRIPTION FOR
PROPOSED ANNEXATION TO THE CITY OF FEDERAL WAY

Parcel 1

That portion of the west half of the northwest quarter AND
of the northwest quarter of the southwest quarter of Section
15; AND of the northeast quarter AND of the southeast
quarter of Section 16; AND of the northeast quarter AND of
the east half of the northwest quarter AND of the northeast
quarter of the southwest quarter AND of the north half of
the southeast quarter of Section 21; AND of the west half of
the southwest quarter AND of the west half of the northwest
quarter AND of the northeast quarter of the northwest
quarter of Section 22, all in Township 21 North, Range 4
East, W.M., more particularly described as follows:

BEGINNING at the north quarter corner of said Section 22;

THENCE southerly along the north-south centerline of said
Section to the southerly margin of State Route 18;

THENCE southwesterly along said southerly margin to the east
line of the west half of the northwest quarter of said
Section 22;

THENCE southerly along said east line to the northeast
corner of the northwest quarter of the southwest quarter of
said Section 22;

THENCE southerly along the east line of said northwest
quarter of the southwest quarter to the north line of the
south 100 feet of said subdivision;

THENCE westerly along said north line to the west line of
the east 200 feet of said subdivision;

THENCE southerly along said west line to the south line of
said subdivision;

THENCE westerly along said south line to a point lying
N 89°20'48" E, 910 feet from the northwest corner of said
subdivision, as measured along the north line thereof;

THENCE S 26°35' W, 345 feet;
THENCE S 04°45' W, 183 feet, more or less to the easterly extension of the centerline of So. 349th Street;

THENCE westerly along said easterly extension and said centerline to the southerly extension of the westerly margin of 32nd Avenue South;

THENCE northerly along said southerly extension and said westerly margin to the south line of the north half of the southeast quarter of said Section 21;

THENCE westerly along said south line to said southerly margin of State Route 18;

THENCE westerly along said southerly margin to the west line of said southeast quarter;

THENCE northerly along said west line to the northerly margin of said State Route 18;

THENCE in a general northerly direction along said northerly margin of State Route 18 and along the easterly margin of Interstate Highway 5 to the southerly margin of So. 320th Street;

THENCE in a generally easterly direction along said southerly margin to the east line of the northwest quarter of the northwest quarter of said Section 15;

THENCE southerly along said east line to the southeast corner of said subdivision;

THENCE westerly along the south line of said northwest quarter of the northwest quarter to the northwesterly corner of Tract 8 of the unrecorded plat of "Golden's North Lake Tracts";

THENCE southerly along the westerly line of said unrecorded plat to the ordinary high water of North Lake;

THENCE southwesterly, southerly, and southeasterly along said line of ordinary high water to the easterly line of Lot 5 of the plat of "Louise's North Lake Tracts" as filed in Volume 40 of Plats, Page 23, Records of King County, Washington;

THENCE southerly along said easterly to the northerly margin of South 337th Street;

THENCE easterly along said northerly margin to the northwesterly margin of 33rd Place South;
THENCE northeasterly along said northwesterly margin to the westerly extension of the northerly line of Lot 27 of the unrecorded plat of "Richard's North Lake Acres";

THENCE easterly along said westerly extension and the northerly line of said Lot 27 to the northeasterly corner thereof;

THENCE northeasterly along the westerly line of Lots 21, 22, and 23 of said unrecorded plat to the northwesterly corner of said Lot 21;

THENCE easterly along the northerly line said Lot 21 AND along the north line of the northwest quarter of said Section 22 to the POINT OF BEGINNING.

EXCEPT the following described parcels:

Lot 13 of said plat of "Louise's North Lake Tracts";

That portion conveyed to Puget Sound Power and Light Company by deed dated December 30, 1969;

The westerly 7/12ths of the following described parcel: The south 920 feet of the southwest quarter of the northwest quarter lying southeasterly of SR-18 EXCEPT the west 700 feet thereof AND EXCEPT County road;

Lots 12 and 20 through 27 of said unrecorded plat of "Richard's North Lake Acres" INCLUDING a portion of the vacated road lying westerly of said Lot 12 that would attach by operation of law;

That property conveyed to the State of Washington Department of Game by Warranty and Easement Deed filed under King County Recording No. 8204160626;

TOGETHER WITH any portion of North Lake and Lake Killarney that would attach to the above by operation of law.
EXHIBIT A-2

Map of Property Owned by Weyerhaeuser Company
(Areas Designated "Parcel 1")
EXHIBIT B

Zoning Designations Map
EXHIBIT C

Corporate Park Zone (CP-1)
EXHIBIT C

Corporate Park Zone (CP-1)

Section I. Purpose and Objectives.

The Corporate Park-1 Zone (CP-1) is designed for property which has or can be developed for corporate headquarters, corporate office uses, and associated uses as defined herein. These properties are characterized by large contiguous sites with landscape, open space amenities, and buildings of superior quality. The property appropriate for such uses is unique, and demands for such uses are rare. Consequently, special land use and site regulations are appropriate for such properties.

Section II. Applicability.

A. The provisions of this section apply to all property designated Corporate Park (CP-1) Zone on Exhibit B-1 of this Agreement. This property shall be subject to its own unique standards of review processes as set forth in the Agreement. If the provisions of the CP Zone conflict with other provisions of City codes, the CP Zone provisions shall prevail. After the date of the attached Agreement, any changes in City codes referenced in this Agreement shall not be deemed to modify the provisions of this Zone unless as approved hereinafter.

B. Reference herein to the "FWC" shall refer to Chapters 18, 20, 21 and 22 (Supplement 3 as now existing or hereinafter may be modified or amended), of the Federal Way City Code.
Reference herein to the City’s "Director" shall refer to the Director of the Department of Community Services or designee.

Section III. Minimum Requirements.

A. Lot Coverage. The aggregate impervious surface coverage by all permitted uses, primary and accessory, shall not exceed 70 percent of the total CP-1 zoned property. No other lot coverage restrictions shall apply.

B. Development Setback. A continuous Managed Forest Buffer shall be provided around the entire perimeter of the CP-1 property. The required depth of the setback, except as otherwise provided herein, shall be as follows:

1. Where abutting a state or federal highway, 100 feet, measured from the nearest line of right-of-way toward the interior of any abutting portion of the lot.

2. Where abutting a city or county roadway, 50 feet, measured from the nearest line of the right-of-way toward the interior of any abutting portion of the lot.

3. Where abutting an incompatible use, 50 feet, measured from the nearest common property line, toward the interior of any abutting portion of the lot.

4. Widening the public rights-of-way subsequent to approval of a CP-1 classification shall not require relocation of any boundaries of the required Buffer for developed lots.
Section IV. Special Provisions for the Managed Forest Buffer.

A. Character. The purpose of the Managed Forest Buffer is to represent the character of a softwood forest at 50 years or more of maturity and to provide open meadows consistent with the present undeveloped area of the subject property. It is understood that plant materials within forested areas are subject to periodic thinning, pruning and replacement consistent with established forest management practices. Mixed varieties of plant materials, including specimen varieties of softwoods, native hardwoods and native or specimen shrubs are not inconsistent with the character of this Buffer.

B. Forest Manager. The property owner shall designate a qualified Forester whose responsibility shall be to maintain and preserve the Buffer. After consultation and approval of a General Maintenance Plan ("Plan") by the Director, the Forester shall have full discretion as to the choice of plant material in the Buffer, and as to any necessary pruning or thinning consistent with the intended character of the Buffer.

Section V. Existing Development.

Uses established on the property prior to the date of this Agreement are deemed to be conforming uses under the provisions of Chapter 22, Article IV, of the FWC. The provisions of Section 22-330 (Immediate Compliance) of the FWC shall not apply; except that

A. Proposed expansions of, or alterations to existing non-conforming uses shall comply with Sections 22-330 and 22-331
of the FWC. In cases of proposed expansions, the City will not require major modifications to existing facilities to meet City code requirements, provided however, the City may require the existing use to comply and be consistent with any life safety requirements.

B. Development undertaken to comply with provisions of state and federal law shall be subject to the provisions of Section 22-340 (Compliance With Government Regulations) of the FWC.

C. Existing site development is deemed to satisfy FWC requirements for the following, and no additional approvals shall be required by the City, except as required for new construction:

1. Site plan
2. Landscaping plan
3. Wetlands survey

Section VI. New Development.

New development requiring a development permit shall comply with requirements of the FWC for submittal of a site plan and a landscaping plan, except that,

A. The required site plan shall be limited to the area which would be disturbed by any proposed structure or proposed impervious surface.

B. Proposed new development shall also require submittal of a landscaping plan for the immediately affected areas of the Property. The boundaries of this plan shall be coterminal with
the disturbed area. Proposed landscaping shall comply with
Section XI (Landscaping) of this Agreement.

Section VII. Permitted Uses on Those Portions of the CP-1 Zoned
Property Lying Outside the Managed Forest Buffer.

A. The following principal uses are permitted outright
subject to the provisions in Section 22-361 through -369 (Site
Plan Review) of the FWC, except as noted below:

1. Corporate offices
2. Parks
3. Research, development and testing
4. Production and light assembly of goods, subject
to process II review, Chapter 22 of the FWC, when
such facility is within 200 feet of a single-
family zone
5. Public and private exhibition facilities
6. Trade center
7. Day care
8. Conference center
9. Warehousing and distribution, subject to
process II review, Chapter 22 of the FWC, when
such facility is within 200 feet of a single-
family zone or use
10. Residences for transient occupancy when
associated with trade or conference center uses
11. Public transit shelter
12. Demonstration forest uses, including industrial
silviculture practices, thinning, harvesting and
full-cycle forestry processes consistent with historic practices and the Plan for the Property.

13. Printing and duplication service, provided the use is associated with a principal use.

14. Any other use determined by the Director to be compatible with the above permitted uses.

B. Accessory Uses. The following accessory uses shall be reviewed using that process associated with the principal use to which it is associated:

1. Banking and financial services, provided the use is associated with corporate office use.

2. Restaurants supportive of employees or patrons or other permitted uses.

3. Retail uses and services, supportive of employees or patrons of other permitted uses.

4. Existing accessory uses on the property are permitted.

5. Parking facilities, open or enclosed, when accessory to permitted uses.

6. Caretaker residence.

7. Outdoor activities and storage, subject to Section 22-1111 through -1113 (Outdoor Activities and Storage) of the FWC.

8. Helistops.
9. Any other use determined by the Director to be compatible with the above accessory or permitted uses pursuant to Section 22-946 of the FWC

Section VIII. Uses on Those Portions of the Property Lying Within the Managed Forest Buffer.

A. The following uses are permitted outright within the setback:

1. Managed forest
2. Planted meadows
3. Floral displays and bedding plants
4. Water features, such as lakes, ponds or fountains
5. Pedestrian paths up to ten (10) feet in width
6. Exercise structures such as par courses
7. Horticultural exhibits
8. Perpendicular access roads and driveways up to thirty (30) feet in width, serving permitted uses on the property
9. Previous roadways not greater than fifteen (15) feet in width, necessary for the maintenance of the Buffer, or for public safety reasons and not detracting from the intended character
10. Gates or fencing, when necessary for security, public safety, or to protect landscaping
11. Gatehouses, landscape equipment sheds, public information services, or transit shelters, in structures not exceeding three hundred square feet of gross floor area
12. Signs complying with the provisions of this Agreement

13. Maintenance and preservation activity of the Forest Manager where such activities are consistent with the Plan

14. Any other use determined by the Director to be compatible with the above permitted uses

B. Uses not permitted in the required setback

1. Off-street parking

2. Storage yards or storage structures

3. Mechanical equipment

4. Trails for motorized vehicles

5. Trailers

6. Any other use not otherwise allowed

C. Public Access. In order to maintain corporate security, protect public safety, or preserve landscaping from abuse and over-use, the owner may limit or restrict public access within the setback Buffer.

D. Permitted Activities. The following activities are permitted within the Managed Forest Buffer and all other forested areas of the Property when they are supervised by a Forester designated under Section IV (Special Provisions for the Managed Forest Buffer) of this Agreement:

1. Normal maintenance, including thinning, tree removal, pruning, and replacement of vegetation.
2. Minor grading or filling associated with permitted uses within forested areas not requiring review or approval under Section XII (Environmentally Sensitive Areas).

3. Drainage swales and other surface water modifications may be incorporated into required landscape areas at the discretion of the designated Forester, provided the landscaping standards of this Agreement are met and the integrity of the surface water function is preserved.

Section IX. Heights. Heights for structures are as follows:

A. A height limit of six stories is imposed, provided if approved through Process II, Article VII, Chapter 22, of the FWC, the height of a structure may exceed six stories above average building elevation if

1. the site of the proposed building does not adjoin a low-density zone;

2. the proposed height does not block any views designated by the comprehensive plan; and

3. the increased height is in character with surrounding uses or consistent with desirable development in the CP Zone and as established in the comprehensive plan.
B. Maximum heights for structures lying within the required setback buffer shall be no more than twenty-five (25) feet.

Section X. General Development Conditions.

A. General. Provisions of the FWC relating to facade measurement, modulation, distance between structures, or materials, other than those specified herein, shall not apply to this zone.

B. Structures Within Required Setbacks.

1. Existing structures, including free-standing walls, within required setback areas are deemed to be consistent in material and finish with the intended character of those setbacks.

2. New fencing shall, to the greatest extent possible, match existing fencing. When other materials are employed, such materials shall be compatible with the intended character of the setback. Natural materials are preferred. Chain link fencing in association with planting is permitted.

3. Signs in required setbacks shall comply with Section XV ( Signs) of this Agreement.

C. Structures Outside Required Setbacks.

1. Existing structures, including free-standing walls, outside required setback areas are deemed to be acceptable in material and finish, and may be extended or
duplicated, subject to the requirements of other applicable laws or ordinances.

2. Fencing shall comply with Chapter 22, Article XII, Division 4 (Fences), of the FWC.

3. Signs shall comply with Section XV (Signs) of this Agreement.

Section XI. Landscaping.

The provisions of this section shall modify application of Chapter 22, Article XVII (Landscaping), of the FWC in the CP-1 zone.

A. General.

1. All portions of the Property not used for buildings, future buildings, parking, storage or accessory uses, and proposed landscaping areas shall be retained in a "native" or predeveloped state.

2. Alterations to existing landscaping in connection with new development shall match or be compatible with existing vegetation. Extensions of, or duplication of existing plant material in connection with future development is preferred.

3. Selection and installation of plant material in all forested areas shall be the responsibility of the designated Forester. Provisions of the FWC relating to selection and spacing of plant material and identification of significant trees shall not apply in the CP-1 zone.
B. Landscaping and maintenance within the Managed Forest Buffer shall comply with City standards for sight distance safety requirements.

C. Landscaping in environmentally sensitive areas shall comply with Section XII (Environmentally Sensitive Areas) of this Agreement.

D. Parking lot landscaping. New parking areas shall comply with minimum standards of the FWC; except that selection and distribution of plant material conforming to existing development shall be preferred.

E. Modifications. The Director shall have the authority upon property owner request to permit modifications to specific requirements to assure the fulfillment of the stated purpose of this section and Chapter 22, Article XVII, of the FWC to allow for flexibility and creative design, or when necessary, because of special circumstances relating to size, shape, topography, vegetation, location or surroundings of the Property.

Section XII. Environmentally Sensitive Areas.

A. General. Any portions of the CP-1 Property which are proposed for new development and classified as environmentally sensitive pursuant to Section 22-1223 of the FWC, shall comply with the requirements of Chapter 22, Article XIV (Environmentally Sensitive Areas) of the FWC, except as modified by this Agreement.

B. Existing Development. Existing development and practices, including maintenance, on the Property are deemed to
be approved, and the requirements of Chapter 22, Article XIV of
the FWC, relating to surveys, approval of site plans, landscape
plans, drainage and maintenance plans shall not apply as they
relate to existing development, except as they may relate to
water quality and downstream surface water impacts.

C. Environmentally Sensitive Development Standards. New
development in or around environmentally sensitive areas, or
extensions of existing development requiring an approved
development permit, shall comply with the following:

1. Such development shall require submission of a
site survey identifying areas of possible environmental
sensitivity, as defined in Section 22-1223 of the FWC,
except as modified by this Agreement. Upon a determination
that environmentally sensitive areas are present within the
survey areas, the provisions of this section shall apply.

2. In the event that conditions of environmental
sensitivity identified by the survey are shown to be part
of a connected system extending beyond the boundaries of
the required site survey, a supplemental survey of that
system may be required, and any required mitigations may
apply to any or all portions of such system. The
boundaries of the supplemental survey shall extend as far
as reasonably necessary to establish mitigations.

3. Mitigations, when required, shall take into
account the purpose and character of the CP-1 zone; and
wherever possible, alternative mitigations conforming to CP-1 development standards shall be preferred.

D. Dedications. The City will not require dedications of portions of the Property or easements on the Property under this section, where alternative reasonable mitigations exist.

E. Rehabilitation. The City will not require rehabilitation of, or retroactive mitigations for regulated streams, lakes or wetlands under this section for conditions existing prior to this Agreement.

F. Special Provisions Relating to Setbacks for Regulated Lakes and Streams. Averaging of FWC-required setbacks from regulated lakes and streams shall be permitted, subject to the following:

1. Such setback shall result in an average setback of 50 feet along any regulated lake or stream provided its minimum setback is not less than 25 feet.

2. The area to be averaged shall not extend beyond the boundaries of the site plan required for new development in subsection C.1 of this section.

3. "Regulated streams" shall mean those areas where surface waters produce a defined channel or bed. A defined channel or bed is an area which demonstrates clear evidence of the passage of water and includes, but is not limited to, bedrock, channels, gravel beds, sand and salt beds, and defined as channel swale. The channel or bed need not contain water year round. This definition includes major
and minor stream categories as defined in the FWC but does exclude artificially created irrigation ditches, canals or storm or surface water runoff devices or other entirely artificial water courses, including Weyerhaeuser Lake unless they are used by salmonid or created for purposes of stream mitigation.

G. Special Provisions Relating to Setbacks From Regulated Wetlands. Averaging of FWC-required setbacks from a regulated wetland shall be permitted and shall consider the quality and character of the particular wetland subject to the following:

1. Such adjustments may reduce the average setback up to 50 percent, provided the minimum setback is 50 feet from any proposed building.

2. The area to be averaged shall not extend beyond the boundaries of the site plan required for new development in subsection C.1 of this section.

H. Exemption. The following shall be exempt from the provisions of Section 22, Article XIV of the FWC and requirements of this Agreement:

1. Existing and ongoing agricultural practices, provided no alteration of flood storage capacity or conveyance occurs;

2. Development involving artificially created lakes, including Weyerhaeuser Lake, wetlands or streams intentionally created, including but not limited to grass-lined swales, irrigation and drainage ditches, detention
facilities, and landscape features, except wetlands, streams or swales created as mitigation or that provide critical habitat for salmonid fishes;

3. Development affecting wetlands which are individually smaller than 2,500 square feet and/or cumulatively smaller than 10,000 square feet in size in any 20-acre section of this property;

4. Development occurring in areas of 40% slope or greater with a vertical elevation change of up to 10 feet may be exempted based upon City review of a soils report prepared by a geologist or geotechnical engineer which demonstrates that no significant adverse impact will result from the exemption;

5. Normal and routine maintenance, operation and reconstruction of existing roads, streets, utilities and associated rights-of-way and structures, provided that reconstruction of any structures may not increase the impervious area or remove flood storage capacity and reasonable practices are utilized to restore any disturbed area;

6. Normal maintenance and repair, and reconstruction or remodeling of residential or commercial structures, or legal pre-existing and on-going uses of the site, provided that reconstruction of any structures may not increase the previous approved building footprint and reasonable practices are utilized to restore any disturbed area;
7. Site investigative work and studies necessary for preparing land use applications, including soils tests, water quality studies, wildlife studies and similar tests and investigations, provided that any disturbance of the sensitive area shall be the minimum necessary to carry out the work or studies and reasonable practices are utilized to restore any disturbed area;

8. Educational activities, scientific research, and outdoor recreational activities, including but not limited to interpretive field trips, birdwatching, and trails for horseback riding, bicycling and hiking, that will not have a significant adverse effect on the sensitive area;

9. Emergency activities necessary to prevent an immediate threat to public health safety or property;

10. Normal and routine maintenance and operation of existing landscaping and gardens provided they comply with all other regulations in this Agreement;

11. Construction of trails, according to the following criteria: constructed of permeable materials, designed to minimize impact on the sensitive area, and of a maximum trail corridor width of ten feet;

12. Minor activities not mentioned above and determined by the Director to have minimal impacts to a sensitive area;

13. Previously legally filled wetlands or wetlands accidently created by human actions which shall be
documented to the satisfaction of the Director by the applicant through photographs, statements, and/or other evidence;

14. Installation, construction, replacement, repair or alternation of utilities and their associated facilities, lines, pipes, mains, equipment or appurtenances in improved city road rights-of-way.

Section XIII. Off-Street Parking.

The provisions of this section shall modify application of Article XV (Off-Street Parking) of the FWC in the CP-1 zone:

A. Existing development and uses are deemed to comply with minimum requirements for number of parking spaces, for location, access, and dimensional requirements.

B. New development shall require compliance with applicable off-street parking minimums, except in computing off-street parking requirements, the aggregate of all proposed and existing uses on the property may, subject to approval of the Director, be considered as a whole in establishing the minimum number of vehicle spaces required, based on the following:

1. Any excess capacity in existing parking spaces lying within eight hundred (800) feet of a proposed development may be used to reduce the requirement for additional parking development.

2. If the occupant of a proposed use provides van or alternative service between the proposed use and remote parking facilities, any excess parking on the entire
property may be used to reduce the requirement for additional parking development.

Section XIV. Improvements.

The provisions of this section shall modify application of Article XVI, Division 3 (Right-of-Way Improvements) of the FWC in the CP-1 zone.

A. Right-of-way improvements on roadways abutting the required Managed Forest Buffer or designated environmentally sensitive areas in the CP-1 zone shall conform in character to the intention of those areas. Specifically, such rights-of-way:

1. Shall employ materials and designs for lighting standards, guardrails or other necessary improvements having natural or dark finishes wherever practicable.

2. Shall not require continuous median strips; although median strips may be installed in connection with left turn lanes or other intersection designs where appropriate.

3. Shall not require continuous concrete curbing or sidewalks, but shall provide safe pedestrian access.

4. Shall not require parking lanes or parking areas not accessory to uses on the abutting CP-1 zoned Property.

B. Design of right-of-way improvements shall be determined in consultation with the owner of the adjoining CP-1 Property, and any reasonable and practical alternatives intended to preserve the special character of adjoining setbacks and Buffer shall be preferred.
Section XV. Signs.

The provisions of this section shall modify application of Article XVIII (Signs) of the FWC, in the CP-1 zone.

A. Existing signs are approved and may continue in use.

B. Provisions of Article XVIII of the FWC relating to size, location or non-structural material shall apply to areas of a CP-1 property lying outside a required perimeter setback, except as follows:

1. Directional and informational signs may be located within a required setback provided they comply with the sight distance requirements of Article XIII, Division 10, of the FWC, and such signs conform to the standards for sign category B.

2. Corporate identification signs, and signs identifying principal uses within a CP-1 classification may be erected within the required setback, subject to the following standards:

   a. There shall be no more than one such sign, at or facing a road or at each driveway providing access to a permitted use or uses. Where more than one use is served by a single access road or driveway, identification shall be combined where practical.

   b. Such signs shall be of the monument or pedestal type, and conform to the areas for category D signs, except that the permitted height for such signs may be ten (10) feet.
LEGAL DESCRIPTION FOR
PROPOSED "CP-1" ZONING

That portion of the south half of the northwest quarter AND
of the northwest quarter of the southwest quarter of Section
15; AND of the northeast quarter AND of the southeast
quarter of Section 16; AND of the northeast quarter AND of
the east half of the northwest quarter AND of the northeast
quarter of the southwest quarter AND of the southeast
quarter of Section 21, all in Township 21 North, Range 4
East, W.M., King County, Washington, more particularly
described as follows:

BEGINNING at the intersection of the south line of the north
200 feet of the south half of the northeast quarter of said
Section 16 AND the easterly margin of Interstate Highway 5;

THENCE easterly along said southerly line to the east line
of said subdivision;

THENCE easterly along the south line of the north 200 feet
of the southwest quarter of the northwest quarter of said
Section 15 to the easterly margin of Weyerhaeuser Way South;

THENCE southwesterly along said easterly margin to the most
northerly corner of that property conveyed to the State of
Washington Department of Game by Warranty and Easement Deed
filed under King County Recording No. 8204160626;

THENCE continuing along said easterly margin of Weyerhaeuser
Way South, also being the westerly line of said property
conveyed to the State of Washington Department of Game,
52.01 feet;

THENCE in a generally southerly direction along the westerly
line of said property conveyed to the State of Washington
Department of Game to the line of ordinary high water of
North Lake;

THENCE southwesterly, southerly, and southeasterly along
said line of ordinary high water to the northerly line of
the plat of "Louise's North Lake Tracts" as filed in Volume
40 of plats, Page 23, Records of King County, Washington;
THENCE southeasterly along said northerly line to the northeasterly corner of Lot 5 of said plat;

THENCE southerly along the easterly line of said Lot 5 to the northerly margin of South 337th Street;

THENCE easterly along said northerly margin to the northwesterly margin of 33rd Place South;

THENCE northeasterly along said northwesterly margin to the east line of said Section 21;

THENCE southerly along said east line to the east quarter corner of said Section 21;

THENCE southwesterly to a point on the southerly margin of State Route 18 being 280 feet southeasterly of Station L 66+00 as shown on Washington State Highway Commission Department of Highway Plan "SR 18 MP 0.18 to MP 1.21 JCT. SR 5 to So. 344th Street Interchange" dated July 10, 1969;

THENCE in a generally westerly direction along said southerly margin to the west line of the southeast quarter of said Section 21;

THENCE northerly along said west line to the easterly margin of Interstate Highway 5;

THENCE in a generally northerly direction along said easterly margin to the POINT OF BEGINNING.

See attached Exhibit "E".

Written by: C.A.G.  
Checked by: R.S.M.

L13:1914111
FIRST AMENDMENT
TO
WEYERHAEUSER COMPANY CONCOMITANT
PRE-ANNEXATION ZONING AGREEMENT

Grantor: 1) Weyerhaeuser Company; 2) The Quadrant Corporation
Grantee: The Public
Legal Description (abbreviated): Portions of Sections 15, 16, 21 and 22, Township 21N, Range 4 East, W.M., King County, Washington
Assessor’s Tax Parcel ID #: 152104 9178 01; 215465 0030 06; 215465 0070 07; 215465 0100 01; 215465 0130 05; 212104 901401;

THIS AMENDMENT, made and entered into this __th, day of ___, 2003, by and between WEYERHAEUSER COMPANY, a Washington corporation (“Weyerhaeuser”), THE QUADRANT CORPORATION (“Quadrant”), and the CITY OF FEDERAL WAY, a municipal corporation organized and existing under the Optional Municipal Code and other laws of the State of Washington (“the City”), collectively “the Parties.”

RECITALS

A. On August 23, 1994, Weyerhaeuser and the City entered into an agreement known as the Weyerhaeuser Company Concomitant Pre-Annexation Zoning Agreement (“Weyerhaeuser CZA”) establishing zoning, development standards and procedures which would apply to the development of certain property owned by Weyerhaeuser (“Weyerhaeuser Property”) upon annexation of the property into the City. The Weyerhaeuser CZA is recorded in the real property records of King County under Recording No. 9410260933.

B. By Ordinance No. 94-220, adopted on September 21, 1994, and effective October 2, 1994, the City annexed the Weyerhaeuser Property, with zoning designations including Office Park-1 (“OP-1”) and Corporate Park-1 (“CP-1”), along with associated zoning boundaries, development standards and procedures, as contained in the Weyerhaeuser CZA.

C. Since the annexation of the Weyerhaeuser Property to the City, the City by Ordinance No. 98-330 rezoned certain real property zoned OP-1 by the Weyerhaeuser CZA; therefore, the Parties now desire to amend the Weyerhaeuser CZA in order to delete this certain property from the OP-1 zoning district and the overall Weyerhaeuser CZA.
D. Since the Weyerhaeuser Property was annexed, the City has modified and streamlined its permitting procedures relative to processing binding site plans. The Parties now also desire to amend and incorporate these revised procedures into the Weyerhaeuser CZA.

E. The Weyerhaeuser CZA authorizes the City Manager, on behalf of the City, to approve minor amendments to the CZA. This Amendment shall be processed as a minor amendment pursuant to Section 22 of the Weyerhaeuser CZA.

NOW, THEREFORE, in consideration of the agreements contained herein, as well as other valuable consideration, receipt of which is hereby acknowledged, the Parties hereby agree to amend the Weyerhaeuser CZA as follows:

1. **Amendment to Weyerhaeuser Property legal description, property boundaries, and zoning boundaries.** Exhibits A-1, A-2, B, CK and D to the Weyerhaeuser CZA set forth the legal descriptions, property and zoning boundaries for Weyerhaeuser Property subject to the Weyerhaeuser CZA. The Weyerhaeuser CZA and exhibits are hereby amended to delete certain property as described and depicted in Exhibit A-3 attached hereto and incorporated herein. The new boundaries of the OP-1 zone are as depicted on Exhibit CK attached hereto and incorporated herein.

2. **Amendment to Weyerhaeuser CZA procedures.** The process for reviewing binding site plan applications established in Exhibit D (O-1), Section VII, *Subdivisions within the OP-1 Zone*, is hereby amended to provide that: “Any binding site plan application pursuant to Sections 20-61 through 20-68 of the FWC shall be subject to the application and review process applicable to short subdivisions as set forth in Federal Way City Code (FWCC) Division 4, *Binding Site Plans*, Supplement No. 18, or as thereafter amended.”

3. The changes provided for herein only apply to those 6 parcels identified by Assessor’s Tax Parcel ID # shown on page 1, above. The attached Exhibits A-3 and CK are for general reference and include real property owned by others than Weyerhaeuser and Quadrant. This First Amendment in no way encumbers, restricts, modifies or benefits any real property not included in the 6 specifically referenced parcels as the same exist on the date shown on the Weyerhaeuser acknowledgement.

4. **Effective Date.** This Amendment shall become effective upon the date of execution of this Amendment by Weyerhaeuser, Quadrant, and the Federal Way City Manager.

5. **Term of Amendment.** This Amendment shall remain in full force and effect until terminated by mutual agreement of the Parties.

6. **Enforcement.** Venue and jurisdiction to enforce this Amendment shall lie in King
County Superior Court, unless the parties agree to mediation or binding arbitration. The obligations of the parties hereunder do not have an adequate remedy by way of an action for damages and may be enforced by an action for specific performance.

7. **Attorneys’ Fees and Costs.** In the event either party commences proceedings in King County Superior Court to enforce this Amendment, the prevailing party shall be entitled to an award of attorneys’ fees and actual costs.

8. **Governing Law.** This Amendment is entered into under the laws of the State of Washington, and the Parties intend that Washington law shall apply to the interpretation hereof.

9. **Binding Effect.** This Amendment shall run with the land, shall touch and concern the land, and shall be binding upon and inure to the benefit of the current owners, their respective heirs and their successors and assigns.

10. **Severability.** Nothing contained in this Amendment shall be construed so as to require commission of any act contrary to law, and whenever there is any conflict between any provision contained in this Amendment and any present or future statute or law, ordinance or regulation or judicial ruling or governmental decision, the latter shall prevail, but the provision of this Amendment which is affected shall be limited only to the extent necessary to bring it within the requirements of such law, ruling or decision without invalidating or affecting the remaining provisions of this Amendment.

11. **Effect of Amendment.** Except as amended herein, the Weyerhaeuser CZA shall remain in full force and effect.

12. **Incorporation of Exhibits and Recitals.** The Exhibits attached hereto and the Recitals stated above are incorporated into this Amendment.

**IN WITNESS WHEREOF,** the Parties hereto have entered into this Amendment executed as of the day and date first written above.

WEYERHAEUSER COMPANY  
a Washington corporation

By:  

\[Signature\]  
Name: **DEBRA HANSEN**  
Title: **VP Business Services**

First Amendment Weyerhaeuser Zoning AgreementPage 3
THE CITY OF FEDERAL WAY,
a Washington municipal corporation

By: David H. Moseley
   Name: David H. Moseley
   Title: City Manager

THE QUADRANT CORPORATION

By: Susan Hoffa
   Name: Susan Hoffa
   Title: Vice President

ATTEST:
City Clerk, N. Christine Green, CMC

APPROVED AS TO FORM:
City Attorney, Patricia A. Richardson

STATE OF WASHINGTON )
COUNTY OF KING )

On this day personally before me, Debra Hansen, to me known to be the Vice President of Weyerhaeuser Company, the Washington corporation that executed the foregoing instrument, and acknowledged such instrument to be the free and voluntary act and deed of such corporation, for the uses and purposes therein mentioned, and on oath stated that [he/she] was duly authorized to execute such instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 8th day of April, 2003.

Rudy A. Moody
Printed Name

NOTARY PUBLIC in and for the State of Washington, residing at Sumner.

First Amendment Weyerhaeuser Zoning AgreementPage 4
STATE OF WASHINGTON )
COUNTY OF KING ) ss.

On this day personally before me David H. Moseley, to me known to be the City Manager of the CITY OF FEDERAL WAY, the Washington municipal corporation that executed the foregoing instrument, and acknowledged such instrument to be the free and voluntary act and deed of such corporation, for the uses and purposes therein mentioned, and on oath stated that [he/she] was duly authorized to execute such instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 23rd day of April, 2003.

Printed Name
M. Christine Green
NOTARY PUBLIC in and for the State of Washington, residing at: Auburn
My Commission Expires: 11/11/04

STATE OF WASHINGTON )
COUNTY OF KING ) ss.

On this day personally before me Susan G. Heikkila, to me known to be the Sr. Vice President of the THE QUADRANT CORPORATION the Washington corporation that executed the foregoing instrument, and acknowledged such instrument to be the free and voluntary act and deed of such corporation, for the uses and purposes therein mentioned, and on oath stated that [he/she] was duly authorized to execute such instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 5th day of March, 2002.

JUNE M. KILLMER
NOTARY PUBLIC
STATE OF WASHINGTON
COMMISSION EXPIRES JULY 1, 2003

Printed Name
June M. Killmer
NOTARY PUBLIC in and for the State of Washington, residing at: Kenton
My Commission Expires: 7/6/03
EXHIBIT "CK"
TO ACCOMPANY LEGAL DESCRIPTION FOR THE FIRST AMENDMENT TO
THE WEYERHAUSEN COMPANY "OP-1" ZONING
A PORTION OF SECTIONS 15, 16, 21 AND 22,
TWP. 21 N., RGE 4 E., W.M.
KING COUNTY, WASHINGTON

NOTES:
SECTION LINES AND CORNERS
ARE SHOWN HEREON APPROXIMATELY
AS AN AID IN LOCATING THE
PROPERTY AND ARE NOT BASED
UPON AN ACTUAL SURVEY.

ZONING DESIGNATIONS WERE
PROVIDED BY HILLIS, CLARK,
MARTIN & PETERSON IN

SCALE: 1" = 1000'
EXHIBIT D

Office Park Zone (OP-1)
EXHIBIT D
Office Park Zone (OP-1)

Section I. Purpose and Objectives.

This Office Park Zone (OP-1) is established to facilitate the development of office parks that would develop compatibly with the adjacent Corporate Park Zone, consistent with the following objectives:

A. To encourage development of a wide variety of business uses that are compatible with adjacent uses and the uses allowed in the Corporate Park Zone.

B. To allow a core of retail uses within the Business Park in a manner that takes advantage of the Zone's proximity to the freeway system.

C. To ensure that development by the present and any future owners is governed in appropriate development standards to protect the public's general health and welfare.

Section II. Applicability.

A. The provisions of this section will apply to all lands designated as Office Park (OP-1) Zone on Exhibit B, which shall be subject to its own unique standards and review processes as set forth herein. If the provisions relating specifically to the OP-1 Zone conflict with other provisions of City codes, the OP-1 Zone provisions shall prevail. After the date of the attached Agreement, any change in City codes referenced in this
Agreement shall not be deemed to modify this Zone unless as approved hereinafter.

B. Reference herein to the "FWC" shall refer to Chapters 18, 20, 21 and 22 (Supplement 3 as now existing or as hereafter may be modified or amended) of the Federal Way City Code. Reference herein to the "Director" shall refer to the City's Director of the Department of Community Services or designee.

Section III. Uses Permitted.

A. The following principal uses are permitted outright, subject to the provisions of Section 22-361 through -369 (Site Plan Review) of the FWC:

1. Offices
2. Medical facilities, clinics
3. Research, development and testing
4. Production and light assembly of goods, subject to process II review, Chapter 22 of the FWC, when such facility is within 200 feet of a single-family zone
5. Conference center
6. Public transit shelter
7. Government facility
8. Parks
9. Churches
10. School facilities
B. Any other uses permitted by the BN, OP or MP Zones of the FWC shall be allowed subject to the development standards and review procedures of Section III.D. of this Agreement.

C. Accessory Uses. The following accessory uses shall be reviewed using that process associated with the permitted use to which it is attached:

1. Warehousing and distributing, secondary to permitted primary uses provided such use does not exceed 40 percent of the permitted use

2. Outdoor activities and storages, subject to Section 22-1111 through -1113 (Outdoor Activities and Storage) of the FWC

3. Day care

4. Any other use determined by the Director to be compatible with the above accessory or permitted uses pursuant to Section 22-946 of the FWC.

D. General Development Standards. For retail uses, the development standards of the BN Zone shall apply. For other uses, except as modified by this zone, the development standards shall conform with those identified by the corresponding use in the BN, OP or MP Zones, as appropriate. In the event a specific use is permitted in more than one referenced zone, those development standards identified for the specific use in the first zone where the use is allowed, shall apply to this OP-1
Zone. For all uses, including development standard modifications and site plan review, Article V, Chapter 22 of the FWC, shall apply instead of any other process otherwise required by the BN, OP, or MP Use Zone Charts, inclusive of special regulations and notes specific to the design standards of the FWC. Article XVIII, Signs, Chapter 22 of the FWC, shall not apply to religious insignia or signs, such as crosses, which are part of and integrated into a building occupied by a non-profit organization. Provisions of the FWC relating to lot coverage, facade measurement, modulation; parking between structures and streets other than those specified herein, shall not apply to this zone. No minimum lot size shall apply for non-residential uses. Building height increases greater than 35 feet shall apply whether or not the OP-1 designated property adjoins a low-density zone. East of Weyerhaeuser Way S., north of SR-18, and south of North Lake, a 40-foot wide natural buffer shall screen the Property from adjacent residential-zoned property, and retail sales and convenience services shall be primarily designed to cater to employees of corporate office park developments.

Section IV. Existing Development.

Uses established on the property prior to the adoption of this zone are deemed to be conforming uses under the provisions of Chapter 22, Article IV, of the FWC. The provisions of
Section 22-330 (Immediate Compliance) of the FWC shall not apply; except that

A. Proposed expansions of, or alterations to existing non-conforming uses shall comply with Sections 22-330 and 22-331 of the FWC, but only with respect to the said expansion or alteration; and

B. Development undertaken to comply with provisions of state and federal law shall be subject to the provisions of Section 22-340 (Compliance With Government Regulations) of the FWC.

C. Existing site development is deemed to satisfy FWC requirements for the following, and no additional approvals shall be required by the City, except as required for new construction:
   1. Site plan
   2. Landscaping plan
   3. Wetland survey

Section V. New Development South of SR-18.

A. New development south of SR-18 shall comply with the following special provisions:
   1. Whenever two or more individuals combine their properties in one office park development, one spokesperson shall be selected to represent the owners and successors during the process of obtaining approval for the site's
development or while developing the property after any approval.

2. Office parks may be developed in phases. An estimated time period for completion of all phases shall be provided by the developer or developers' representative when the City first reviews the entire proposal. Initiation of new phases may be prohibited until conditions imposed on previous phases have been met. Any deviations from the original development shall require the City's approval.

3. Only the following uses shall be allowed in office park developments south of SR-18:
   - Business and professional offices;
   - Corporate headquarters and research facilities;
   - Public office buildings, art galleries, museums, churches, and libraries;
   - Assembling of articles allowed only from previously prepared materials such as bone, canvas, cellophane, cork, fibre, felt, fur, feathers, glass, leather, microchips, paper, metal, stone, wood, yarn, plastics, and shell;
- Retailing associated with the assembly activities, limited to "show rooms" displaying products made on site. The show room must be attached to the assembly plant;
- Short-term storage of materials about to be assembled and of assembled articles;
- Retail sales and consumer services established catering to employees of office park developments;
- Accessory uses as provided for in Section III.C. of this zone;
- Any other use determined by the Director to be compatible with the above permitted uses.

4. All uses shall be conducted only inside an entirely enclosed building.

5. The total permitted lot coverage in an office park development shall not exceed 60% for impervious surfaces occupied by buildings and parking lots. The remaining portion of the site shall be devoted to open space, landscaping and pedestrian-oriented uses. (Where possible incorporate existing vegetation into the landscaping plan.)

6. Pedestrian and bicycle pathways shall be major features in office park developments. Buildings and
structures in an office park development should be linked to pedestrian and bicycle pathways separate from the internal road system. Where possible, the pedestrian and bicycle pathways shall connect to off-site systems.

7. Only the types of business signs allowed in the City’s BN Zone are allowed in office park developments, provided religious insignia or signs, such as crosses, shall be allowed.

8. Access points to surrounding arterial streets shall be designed and developed to minimize traffic congestion and potentially hazardous turning movements. An internal circulation plan shall be developed to assure smooth traffic flow in and between developments. The access and internal circulation plan must be acceptable to the City.

9. Parking locations should be inside buildings or hidden from the street by landscaping and berms.

10. 32nd Avenue South (Weyerhaeuser Way south of SR-18) is a collector arterial which requires a dedication of right-of-way adjacent to any development sufficient to provide thirty feet from its centerline. South 344th Street is a local access road and will require dedication of enough right-of-way adjacent to any development sufficient to provide twenty-four feet from its centerline.
11. There is a Significant (no. 2) Wetland on portions of this area. Development proposals shall comply with the requirements of Chapter 22, Article XIV (Environmentally Sensitive Areas) of the FWC, except as modified by this Agreement.

12. Public pedestrian and bicycle access shall be provided to and along Lake Killarney.

13. Retain the existing character of the area in the architectural treatment of buildings and grounds.

14. Building setbacks from Lake Killarney’s ordinary high water mark shall be no less than 100 feet in order to protect the natural state of the riparian and nesting areas. There shall be no significant removal or alteration of the existing trees and vegetation within this 100-foot buffer. A 40-foot wide natural buffer shall screen the other sides of the property from surrounding residential properties, except along 32nd Avenue South (Weyerhaeuser Way south of SR-18) where a 25-foot landscaped width shall be permitted.

15. Site preparation should be done in such a manner as to minimize destruction of the natural vegetation and existing trees. Site grading should be performed only in those areas being developed.
16. Noise generated by the facility shall not measure more than 55 dB. at Lake Killarney’s ordinary high water mark.

17. There shall be no direct lighting past the property line.

18. The maximum illumination at Lake Killarney’s ordinary high water mark shall not exceed 30-foot candles to minimize light reflection across the lake.

19. The height limitation for buildings shall be 60 feet.

20. The City shall notify all property owners and/or residents living around Lake Killarney of any development request of property along the lake.

21. Any development will have traffic impacts on surrounding streets and intersections. Prior to development approval, impacts and appropriate solutions must be identified. Those solutions shall be made conditions of development approval.

22. Additional conditions may be imposed as mitigating measures on office park developments during the environmental review and site plan review process.
Section VI. Environmentally Sensitive Areas.

A. New development in or around environmentally sensitive areas, or extensions of existing development requiring an approved development permit, shall comply with the following:

1. Such development shall require submission of a site survey identifying areas of possible environmental sensitivity, as defined in Section 22-1223 of the FWC, except as modified by this Agreement. Upon a determination that environmentally sensitive areas are present within the survey areas, the provisions of this section shall apply.

2. In the event that conditions of environmental sensitivity identified by the survey are shown to be part of a connected system extending beyond the boundaries of the required site survey, a supplemental survey of that system may be required, and any required mitigations may apply to any or all portions of such system. The boundaries of the supplemental survey shall extend as far as reasonably necessary to establish mitigations.

3. Mitigations, when required, shall take into account the purpose and character of the OP-1 Zone; and wherever possible, alternative mitigations conforming to OP-1 development standards shall be preferred.
B. Dedications. The City will not require dedications of portions of the Property or easements on the Property under this section, where alternative reasonable mitigations exist.

C. Rehabilitation. The City will not require rehabilitation of, or retroactive mitigations for regulated streams, lakes or wetlands under this section for conditions existing prior to this Agreement.

D. Special Provisions Relating to Setbacks From Regulated Lakes and Streams. Averaging of FWC-required setbacks from regulated lakes and streams shall be permitted, subject to the following:

1. Such setback shall result in an average setback of 50 feet from any proposed building along any regulated lake or stream provided its minimum setback is not less than 25 feet, except as otherwise specified in this zone.

2. The area to be averaged shall not extend beyond the boundary of the site plan request for new development in this zone.

3. "Regulated streams" shall mean those areas where surface waters produce a defined channel or bed. A defined channel or bed is an area which demonstrates clear evidence of the passage of water and includes, but is not limited to, bedrock, channels, gravel beds, sand and salt beds, and defined as channel swale. The channel or bed need not
contain water year round. This definition includes major and minor stream categories as defined in the FWC but does exclude artificially created irrigation ditches, canals or storm or surface water runoff devices or other entirely artificial water courses, unless they are used by salmonid or created for purposes of stream mitigation.

E. Special Provisions Relating to Setbacks From Regulated Wetlands. Averaging of FWC-required setbacks from a regulated wetland shall be permitted, and shall consider the quality and character of the particular wetland subject to the following:

1. Such adjustments may reduce the average setback up to 50 percent, provided the minimum setback is 50 feet from any proposed building.

2. The area to be averaged shall not extend beyond the boundaries of the site plan required for new development in this zone.

F. Exemption. The following shall be exempt from the provisions of Section 22, Article XIV of the FWC and the requirements of this Agreement:

1. Existing and ongoing agricultural practices, provided no alteration of flood storage capacity or conveyance occurs;

2. Development involving artificially created lakes, wetlands or streams intentionally created, including but
not limited to grass-lined swales, irrigation and drainage ditches, detention facilities, and landscape features, except wetlands, streams or swales created as mitigation or that provide critical habitat for salmonid fishes;

3. Development affecting wetlands which are individually smaller than 2,500 square feet and/or cumulatively smaller than 10,000 square feet in size in any 20-acre section of this property;

4. Development occurring in areas of 40% slope or greater with a vertical elevation change of up to 10 feet may be exempted based upon City review of a soils report prepared by a geologist or geotechnical engineer which demonstrates that no significant adverse impact will result from the exemption;

5. Normal and routine maintenance, operation and reconstruction of existing roads, streets, utilities and associated rights-of-way and structures, provided that reconstruction of any structures may not increase the impervious area or remove flood storage capacity and reasonable practices are utilized to restore any disturbed area;

6. Normal maintenance and repair, and reconstruction or remodeling of residential or commercial structures, or legal pre-existing and on-going uses of the site, provided
that reconstruction of any structures may not increase the previous approved building footprint and reasonable practices are utilized to restore any disturbed area;

7. Site investigative work and studies necessary for preparing land use applications, including soils tests, water quality studies, wildlife studies and similar tests and investigations, provided that any disturbance of the sensitive area shall be the minimum necessary to carry out the work or studies and reasonable practices are utilized to restore any disturbed area;

8. Educational activities, scientific research, and outdoor recreational activities, including but not limited to interpretive field trips, birdwatching, and trails for horseback riding, bicycling and hiking, that will not have a significant adverse effect on the sensitive area;

9. Emergency activities necessary to prevent an immediate threat to public health safety or property;

10. Normal and routine maintenance and operation of existing landscaping and gardens provided they comply with all other regulations in this Agreement;

11. Construction of trails, according to the following criteria: constructed of permeable materials, designed to minimize impact on the sensitive area, and of a maximum trail corridor width of ten feet;
12. Minor activities not mentioned above and determined by the Director to have minimal impacts to a sensitive area;

13. Previously legally filled wetlands or wetlands accidentally created by human actions, which shall be documented to the satisfaction of the Director by the applicant through photographs, statements, and/or other evidence;

14. Installation, construction, replacement, repair or alternation of utilities and their associated facilities, lines, pipes, mains, equipment or appurtenances in improved city road rights-of-way.

Section VII. Subdivisions Within the OP-1 Zone.

The requirements of RCW 58.17 and Chapter 20, Article II, of the FWC shall not apply to the construction of new buildings on the Property, provided the ground on which the building is located is not sold or leased. Pursuant to RCW 58.17.040, divisions of land for sale or lease into lots or tracts classified for industrial or commercial uses permitted within the OP-1 Zone may be reviewed as a binding site plan as set forth in Section 20-61 through Section 20-65 of the FWC, or in the case of four or fewer lots, such divisions of land may be processed as short plats. Section 20-155 of the FWC shall affect only residential subdivisions and shall not apply to
subdivisions for commercial or industrial lots. The binding site plan may be processed concurrently with any required site plan review process specified by Section 22-899 of the FWC, at the applicant's request.
LEGAL DESCRIPTION FOR
PROPOSED "OP-1" ZONING

That portion of the southeast quarter of Section 21; AND of the west half of the southwest quarter AND of the northwest quarter of Section 22, all in Township 21 North, Range 4 East, W.M., King County, Washington, more particularly described as follows:

BEGINNING at the north quarter corner of said Section 22;

THENCE southerly along the north-south centerline of said section to the southerly margin of State Route 18;

THENCE southwesterly along said southerly margin to the east line of the west half of the northwest quarter of said Section 22;

THENCE southerly along said east line to the northeast corner of the northwest quarter of the southwest quarter of said Section 22;

THENCE southerly along the east line of said northwest quarter of the southwest quarter to the north line of the south 100 feet of said subdivision;

THENCE westerly along said north line to the west line of the east 200 feet of said subdivision;

THENCE southerly along said west line to the south line of said subdivision;

THENCE westerly along said south line to a point lying N 89°20'48" E, 910 feet from the southwest corner of said subdivision, as measured along the south line thereof;

THENCE S 26°35'00" W, 345 feet;

THENCE S 04°45'00" W, 183 feet, more or less, to the easterly extension of the centerline of South 349th Street;

THENCE westerly along said easterly extension and said centerline to the southerly extension of the westerly margin of Weyerhaeuser Way South;
THENCE northerly along said southerly extension and said westerly margin to the south line of the north half of the southeast quarter of said Section 21;

THENCE westerly along said south line to said southerly margin of State Route 18;

THENCE northeasterly along said southerly margin to a point 280 feet southeasterly of Station L 66+00 as shown on Washington State Highway Commission Department of Highway Plan "SR 18 MP 0.18 to MP 1.21 JCT. SR 5 to So. 344th Street Interchange" dated July 10, 1969;

THENCE northeasterly to the west quarter corner of said Section 22;

THENCE northerly along the west line of the northwest quarter of said Section 22 to the westerly extension of the southerly line of Lot 12 of the unrecorded plat of "Richard's North Lake Acres";

THENCE easterly along said westerly extension and said southerly line of Lot 12 to the westerly line of Lot 17 of said unrecorded plat;

THENCE northerly along said westerly line to the northwesterly corner of said Lot 17;

THENCE easterly along the northerly lines of Lots 17, 18 and 19 of said unrecorded plat to the northeasterly corner of said Lot 19;

THENCE northerly along the easterly line of Lot 20 of said unrecorded plat to the north line of said northwest quarter;

THENCE easterly along said north line to the POINT OF BEGINNING.

EXCEPT the westerly 7/12ths of the following:

The south 920 feet of the southwest quarter of the northwest quarter lying southeasterly of SR-18; EXCEPT the west 700 feet; AND EXCEPT county road;

ALSO EXCEPT any portion thereof lying northerly of State Route 18 AND lying southerly of the following described line:
BEGINNING at a point on the former easterly margin of 32nd Avenue South, said point being 40 feet east of the northwest corner of the southwest quarter of the northwest quarter of said Section 22 AND being on the northerly line of said southwest quarter of northwest quarter;

THENCE S 01°13'11" W along said former easterly margin of 32nd Avenue South a distance of 783.85 feet to the former northwesterly margin of Primary State Highway No. 2;

THENCE N 62°01'45" E along said former northwesterly margin a distance of 415.31 feet;

THENCE N 52°48'00" E along said former northwesterly margin a distance of 768.95 feet;

THENCE N 39°29'26" W a distance of 226.84 feet;

THENCE N 88°46'49" W a distance of 817.08 feet to said former easterly margin of 32nd Avenue South AND the terminus of said line.

TOGETHER WITH that portion of the northwest quarter of the northwest quarter AND of the southwest quarter of the northwest quarter of Section 15 AND of the northeast quarter of Section 16, all in Township 21 North, Range 4 East, W.M., King County, Washington, more particularly described as follows:

BEGINNING at the intersection of the south line of the north 200 feet of the south half of the northeast quarter of said Section 16 AND the easterly margin of Interstate Highway 5;

THENCE in a generally northerly direction along said easterly margin of Interstate Highway 5 to the southerly margin of So. 320th Street;

THENCE in a generally easterly direction along said southerly margin to the east line of the northwest quarter of the northwest quarter of said Section 15;

THENCE southerly along said east line to the southeast corner of said subdivision;
THENCE westerly along the south line of said northwest quarter of the northwest quarter to the northwesterly corner of Tract 8 of the unrecorded plat of "Golden's North Lake Tracts";

THENCE southerly along the westerly line of Tracts 8 through 3, inclusive, of said unrecorded plat to the northerly line of that property conveyed to the State of Washington Department of Game by Warranty and Easement Deed filed under King County Recording No. 8204160626;

THENCE westerly and northwesterly along said northerly line of Deed to the easterly margin of Weyerhaeuser Way South;

THENCE northeasterly along said easterly margin to the south line of the north 200 feet of the southwest quarter of the northwest quarter of said Section 15;

THENCE westerly along said south line to the east line of said Section 16;

THENCE westerly along the south line of the north 200 feet of the south half of the northeast quarter of said Section 16 to the POINT OF BEGINNING.

See attached Exhibit "C-K".

Written by:  C.A.F.
Checked by:  R.S.M.
EXHIBIT "CK"
TO ACCOMPANY LEGAL DESCRIPTION FOR PROPOSED "OP-1" ZONING
A PORTION OF SECTIONS 15, 16, 21 AND 22,
TWP. 21 N., RGE 4 E., W.M.
KING COUNTY, WASHINGTON

NOTES:
SECTION LINES AND CORNERS
ARE SHOWN HEREON APPROXIMATELY
AS AN AID IN LOCATING THE
PROPERTY AND ARE NOT BASED
UPON AN ACTUAL SURVEY.

ZONING DESIGNATIONS WERE
PROVIDED BY HILLIS, CLARK,
MARTIN & PETERSON IN

ESM Inc.

JOB NO. 191-41-930-002
DRAWING NAME: EXH-CK
DATE: 08-03-94
DRAWN: C.A.C.
SHEET 1 OF 1