

RESOLUTION NO. 3485 as AMENDED

A RESOLUTION of the Port Commission of the Port of Seattle authorizing the Director, Aviation Division to Execute an Agreement between the Port of Seattle and the City of SeaTac regarding the future redevelopment of certain Port property adjacent to North SeaTac Park

WHEREAS, the Port and the City of SeaTac (“City”) entered into an Interlocal Agreement on September 4, 1997 (“1997 ILA”) to establish a mutual and cooperative system for exercising their respective jurisdiction, and

WHEREAS, the 1997 ILA acknowledged the intent for the City and Port to jointly identify and pursue economic development opportunities for Port properties and/or areas under City jurisdiction which are in proximity to the Airport, and

WHEREAS, the Port and the City considered economic development of 50 acres of the Port property leased to the City for use as a portion of North SeaTac Park, as referenced in Exhibit C, paragraph 8.4 of the 1997 ILA, and

WHEREAS, the Port and City mutually desire to execute an amendment that would revise the North SeaTac Park lease to allow economic development of approximately 55 acres of the area (the Site), and

WHEREAS, the parties wish to enter into an agreement to provide additional detail concerning the future development of the Site, including guidelines for land use and other parameters guiding development,

NOW, THEREFORE, BE IT RESOLVED, by the Port Commission of the Port of Seattle as follows:


Section 1. The Director, Aviation Division is hereby authorized to execute an Agreement between the Port of Seattle and the City of SeaTac concerning the future redevelopment of the Site, in substantially the form attached hereto as Exhibit "A" and by this reference incorporated herein.

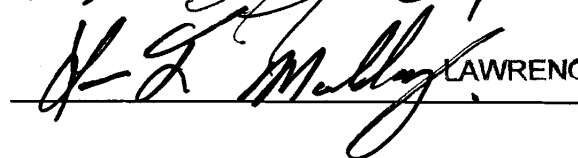
Section 2. A copy of the final executed agreement shall be attached to this Resolution as Exhibit "B."

ADOPTED by the Port Commission of the Port of Seattle at a regular meeting held this 9th day of April, 2002, and duly authenticated in open session by the signatures of the Commissioners voting in favor thereof and the seal of the Commission.


BOB EDWARDS


PATRICIA DAVIS


CLARE NORDQUIST


LAWRENCE T. MOLLOY

Port Commission

**AGREEMENT BETWEEN THE PORT OF SEATTLE AND THE CITY OF
SEATAC FOR THE DEVELOPMENT OF CERTAIN PORT-OWNED
PROPERTIES ADJACENT TO NORTH SEATAC PARK**

This agreement is entered into effective the ___ day of _____, 2002 between the Port of Seattle (Port), a Washington municipal corporation, and the City of SeaTac (City), a Washington municipal corporation, in connection with the real property described herein, and referred to as the "Property" for the purposes and on the terms and conditions set forth in this agreement.

Purpose of the Agreement

The purpose of this agreement is to define guidelines for the future redevelopment of approximately 55 acres of Port property currently within North SeaTac Park and, thereby, allow for the amendment of the North SeaTac Park lease agreement to return the property to Port control. The guidelines herein address allowed land uses and development standards which will guide preparation of more detailed site planning and future development. Subsequent to the adoption of this agreement by the Port and the City, both parties will continue to work cooperatively to further define potential development and address development interactions with the adjoining neighborhood.

I. RECITALS

Whereas, the undeveloped real property (Property) which is the subject of this agreement is located generally south of South 136th Street, west of 24th Avenue South, north of 142nd Avenue South, and east of 18th Avenue South, and is more particularly depicted in the Redevelopment Property Map, Attachment "A" to this agreement; and

Whereas, the Port owns and operates Seattle-Tacoma International Airport (Airport) under the authority of the Revised Airports Act, Chap. 14.08 RCW, the Airport Zoning Act, Chap. 14.12 RCW and certain port district enabling statutes, Chap. 53.08 and .04 RCW; and

Whereas, the City is a non charter, code City organized pursuant to Title 35A RCW, the Optional Municipal Code; and

Whereas, the City and Port hereby agree that redeveloping the Property in accordance with the terms of this agreement is in the interest of both parties; and

Whereas, in 1997, the Port and the City entered into an Interlocal Agreement (1997 ILA) that settled litigation concerning their respective jurisdictional authorities over comprehensive planning, zoning, surface water management, critical areas, State Environmental Policy Act (SEPA) lead agency responsibilities and police jurisdiction as well as settled the City's appeal of the adequacy of the Port's environmental review under SEPA for the 1994-1997 Master Plan Update (Master Plan); and

Whereas, in 2000, the Port and the City entered into an Interlocal Agreement (2000 ILA) that settled litigation concerning surface water management fees and provided for the administration and implementation of the Uniform Codes by the Port; and

Whereas, the 1997 ILA acknowledged the intent for the City and Port to jointly identify and pursue economic development opportunities for Port properties and/or areas under City jurisdiction which are in proximity to the Airport; and

Whereas, the 1997 ILA provided that the Port and City shall pursue options for developing a multi-use trail, for which planning has proceeded in a deliberate and good faith manner, and to which the Port has documented its continued commitment to execute as shown in Attachment C; and

Whereas, the 1997 ILA provided for the Port and City to revise the North SeaTac Park agreement and leases to allow economic development of 50 acres of the area, subject to the adoption of a plan for trail development; and

Whereas, the Port and City mutually desire to execute this agreement at this time that would revise the North SeaTac Park agreement and leases to allow economic development of approximately 55 acres of the area; and

Whereas, excavation and grading activities on Port properties are regulated in accordance with provisions of the 2000 ILA consistent with Chapter 13.11 SMC and Chapter 16.82 of the King County Code as of the approval date of this agreement.

II. AGREEMENT

Use of the Property. The Parties agree that the Property will be developed and used in accordance with the provisions set forth in this agreement including, but not limited to, provisions of the Best Management Practices as shown in Attachment B. Additional coordination with the City will be undertaken to address the issues of access, land uses, and development standards as more specific site planning and development proposals are prepared. No development of the Property will occur until the Parties mutually agree in writing on the final development conditions consistent with this agreement and the 1997 ILA.

- A. Proposed future redevelopment of the Property shall be subject to future SEPA review as appropriate.

B. Land uses:

1. Future redevelopment land uses shall include only the following subset of uses allowed within the Aviation Commercial and Aviation Operations zones as set forth in the 1997 ILA:
 - Aviation Navigation, Communication & Landing Aids For Airport And Aircraft Operations
 - Meteorological Equipment
 - Communications Equipment
 - Designated Airfield Safety Areas, Clear Zones & Runway Protection Zones
 - Airport Access Roadways And Public Transportation Facilities
 - Airfield Infrastructure & Utilities Serving Uses Permitted In Zone
 - Infrastructure and Utilities Serving Other Zones Or Areas
 - Other Aviation Activities Or Facilities Whose Location Is Fixed By Function By FAA Requirements
 - Employee Parking, Vehicle Storage, and/or Construction-Related Storage as primary uses only in Area A, as designated on the Redevelopment Property Map (Attachment A). Area A represents the FAA-designated Double Extended Object Free Area
 - Access, Parking, Transfer & Holding Areas, Intermodal Connections For Public Transit, High Capacity Transit, Buses, Taxis, Shuttles, And Other Forms Of Transportation
 - Flight Kitchens
 - Offices And Work & Storage Areas For Airline & Aviation Support
 - Facilities For The Maintenance Of Airline & Airfield Equipment (excluding maintenance of heavy equipment (e.g. fuel tanks, runway snowplows))
 - Facilities that provide environmental protection and/or mitigation of environmental impacts
 - Retail Sales And Distribution Facilities
 - Warehousing And Distribution Facilities, including Air Cargo Handling

- Public parks, trails or viewpoints (Provided that the use conforms with the requirements of Section 15.13.111A of the SMC)
 - Airfield Security Facilities Such As Fencing, Gates, And Guard Stations
 - Office And Staff Facilities To Serve Permitted Uses
 - Employee Support Facilities Such as Cafeterias, Locker Rooms, Rest Areas, Restrooms And Exercise Areas
2. Use of the Property shall be subject to all applicable federal, state and local permits.

D. Development Regulations and Conditions. The following development regulations and conditions shall apply to the Port's future redevelopment of the Property under this agreement:

1. Future redevelopment of the property shall conform to the requirements of Section 15.13.111 of the SMC, unless otherwise modified within this subsection of the Agreement.
2. All federal and state laws pertaining to grading, soil erosion and environmental concerns. All abandoned underground heating fuel tanks encountered during redevelopment shall be removed by the Port.
3. [note: moved to lease amendment]The 1997 ILA provisions, as amended, for development standards and processes including, but not limited to, the following:
 - a. ILA Exhibit A – Regarding development, including Attachment A-2 except as modified by this agreement.
 - b. ILA Exhibit C – Regarding grading, permitting and regulations, including section 16.
 - c. ILA Exhibit D – Regarding hauling, including best management practices including Attachment D-1.
4. The maximum building height shall be 50 feet.

5. Landscaping Standards shall be in accordance with the Interim Landscaping Standards as identified under the provisions of the 1997 ILA. Wetland and wetland buffer areas where present may be substituted for code-required landscaping along the west side of the Property. Landscaping adjacent to the Highline Botanical Garden will be coordinated with the garden design.
6. The Port shall conduct site preparation of the Property in accordance with the Best Management Practices (BMPs) included as Attachment B to this agreement.
7. The Port will process any necessary building and grading permits through the Port of Seattle Airport Building Department consistent with the 1997 and 2000 ILAs, and the adopted Permitting/Development Review Procedures.
8. Use and redevelopment of the Property shall be in accordance with the August 4, 1998 Memorandum of Understanding between the Port and Federal Aviation Administration (FAA) regarding Reuse of Noise Buy-Out Property at Seattle-Tacoma International Airport.
9. Wetland protection areas shall be in accordance with Port of Seattle standards and permit restrictions. Wetland buffer areas will serve the function of landscaped setback areas adjacent to lower intensity land uses along the western perimeter of the Property, such that no landscaped setback areas will be required along the western perimeter.
10. Buffer and setback areas adjacent to the Highline Botanical Garden may be designed and managed by the Port, their tenants, or through an agreement between the Port and the Highline Botanical Gardens.

E. Site Development and Marketing It is the intent of the Port to actively continue the site and business planning necessary for future redevelopment of the Property in coordination with the City and in conjunction with other airport planning activities. This will lead to more specific direction and design for efficient and effective use of the Property in a manner that will meet the needs of the airport, be consistent with City goals, and provide economic benefits for both parties. Overall site planning, marketing, and specific development proposals will respond to airport-related needs and community concerns. At least six (6) months prior to clearing, grading or other major construction on any of the Property other than Area A, the Port shall prepare redevelopment and marketing plans at its own expense and promote redevelopment of the site by actively making the site available for lease or purchase. The Port shall accomplish this by one or more of the following means at its discretion: 1) the Port marketing the Property through its Aviation Business Development Group or through its Port-wide Commercial Development Group, 2) hiring a commercial/industrial realtor to actively market the Property, 3) authorizing other realtors to market the

Property, or 4) issuing requests for development proposals (the latter to be implemented within two years of the effective date of this agreement). Such redevelopment and marketing plans shall include at least the following: a description of the Property in map and photographs, including a potential simulated buildout schematic, address proposed interim and permanent uses of the Property, identify proposed access road(s), summarize site advantages and development requirements, and include a Port contact address and phone number to receive follow-up information.

F. Neighborhood Open House(s). The Port will hold at least one Open House for nearby residents and property owners, prior to commencing site clearing and grading, or other major construction activities on any of the Property in order to present the proposed redevelopment use, associated BMP's and future development options. If a proposed redevelopment Open House has not focussed on a specific site plan, or if more than one (1) year has passed since the previous Open House for a proposed site plan occurred, the Port will hold an additional Open House(s) to disclose and discuss the impacts of the proposed redevelopment prior to initiating clearing and grading activities on a redevelopment site. The Port shall provide adequate public notice of the Open House(s), which shall include but not be limited to publishing a legal ad in the "Seattle Times" and mailing a written invitation to all residents and owners of property within 1,000 feet of the redevelopment site(s).

G. All Other Federal, State and Local Permits. Development of the Property shall be in accordance with conditions of all other federal, state and local permit requirements and conditions.

III. DISPUTE RESOLUTION

In the event of any dispute as to interpretation or application of the terms or conditions of this agreement, dispute resolution provisions of the 1997 ILA shall apply.

IV. GENERAL PROVISIONS

Applicable law. This agreement shall be governed by and be interpreted in accordance with the laws of the State of Washington.

Binding Effect. This agreement shall be binding upon and be construed to the benefit of the successors and assignees of each party to this agreement.

Severability. If any provision of this agreement is determined to be unenforceable or invalid by a court of law, then this agreement shall thereafter be modified to implement the intent of the parties to the maximum extent allowable under law.

Waiver. The Port, by entering into this agreement, does not waive any authority that it enjoys under the Revised Airports Act, Chap. 14.08 RCW, the Airport Zoning Act, Chap. 14.12 RCW, and certain port district enabling statutes, Chap. 53.08 and .04 RCW, as well

as other applicable provisions of state and federal law to exclusive jurisdiction and control over the development of land and operation of facilities on its property.

The City, by entering into this agreement, does not waive any authority that it enjoys under Title 35A RCW, the Optional Municipal Code, as well as other applicable provisions of state and federal law to exclusive jurisdiction and control over the development of land within the City.

Modification. This agreement shall not be modified or amended except in writing signed by the City and the Port.

City Authority. The City and the City Manager warrants that the undersigned City Manager has full authority to so enter into this Agreement pursuant to duly adopted Resolution No. ___-02-_____of the City Council.

Port Authority. The Port and the Managing Director of the Aviation Division warrants that the undersigned Managing Director of the Aviation Division has full authority to so enter into this Agreement pursuant to duly adopted Resolution No. _____ of the Port.

Merger. This agreement represents the entire agreement of the parties with respect to the subject matter that is the subject of this agreement. There are no other agreements, oral or written, except as expressly set forth in this agreement.

Duty of Good Faith. Each party to this agreement shall cooperate with the other in good faith to achieve the objectives of this agreement. The parties shall not unreasonably withhold requests for information, approvals or consents provided for, or implicit, in this Agreement. The parties agree to take further actions and execute further documents, either jointly or within their respective powers and authority, to implement the intent of this Agreement.

No Presumption Against Drafter. This Agreement has been reviewed and revised by legal counsel for all parties and no presumption or rule that ambiguity shall be construed against the party drafting the document shall apply to the interpretation or enforcement of this Agreement.

Notices. All communications, notices and demands of any kind which a party under this Agreement is required or desires to give to the other party shall be in accordance with the provisions of the 1997 ILA.

IN WITNESS WHEREOF, the undersigned have, on the date set next to their signatures, executed this agreement on behalf of the parties hereto.

PORT OF SEATTLE

By: _____
Gina Marie Lindsey
Managing Director, Aviation Division

Date _____

CITY OF SEATAC

By: _____
Jay Holman
Acting City Manager

Date _____

Approved as to Form:

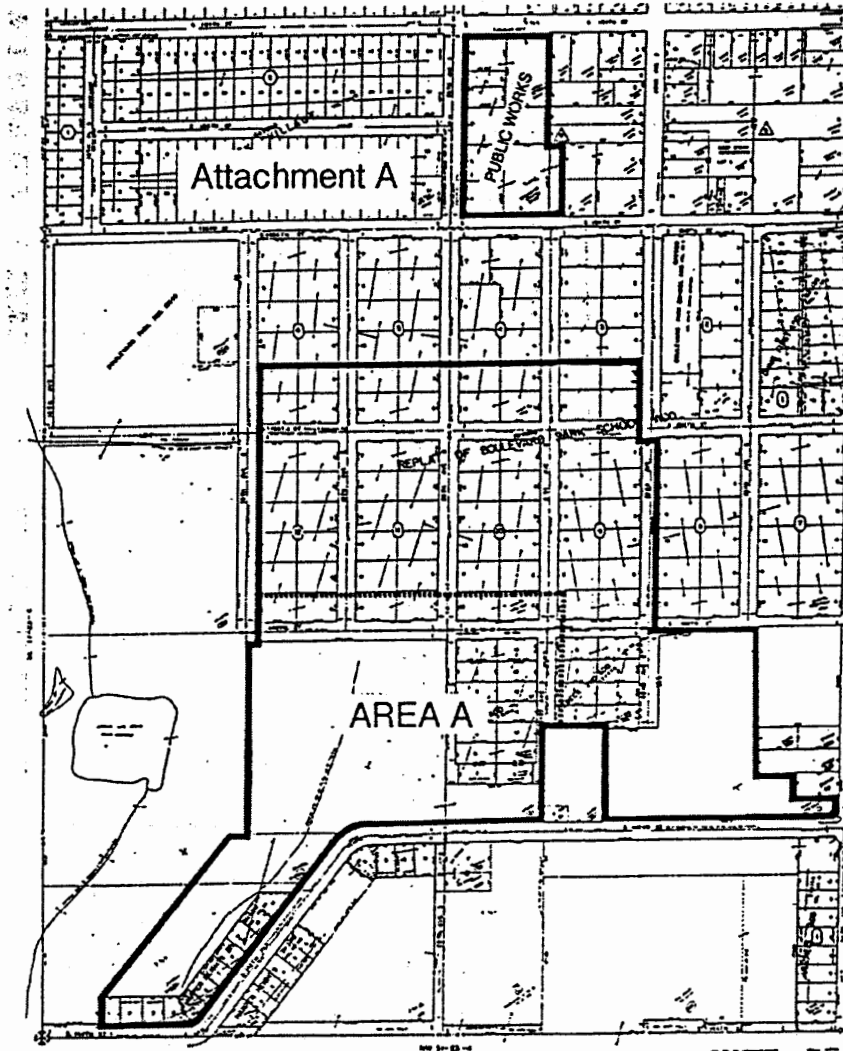
By: _____
Robert L. McAdams
City Attorney

Date _____

Attachment A Revelopment Property Map

Redevelopment Agreement
Property Adjacent to North SeaTac Park

Attachment A
Revelopment Property Map



Attachment B

Best Management Practices for Site Development

General

The intent of the BMPs is to minimize impact to the surrounding community while allowing redevelopment of the site(s) to occur. The BMPs listed below are a minimum and are not intended to limit the employment of additional measures or adjustments that will provide equal or better results towards minimizing community impacts. The City and Port will monitor the effectiveness of the BMP's and negotiate adjustments as needed in order to minimize impacts to the surrounding community.

Residential and Community Impacts will be minimized by:

1. Traffic Routing

- a. Trucks shall be routed to redevelopment sites using S. 142nd St. to Des Moines Memorial Drive and SR 518 exclusively.
- b. Customers, employees and other non-truck uses shall be encouraged to access the redevelopment sites using S. 142nd St. to Des Moines Memorial Drive and SR 518, by means of directional signage and published material. Access may also be provided using S. 136th St. and 18th Ave. S. for non-truck traffic.
- c. It is the intention of the Port and the City to include surface transportation planning as a part of the more detailed planning for redevelopment of Port properties north of SR 518. Improvements to access in the area may modify traffic routing BMPs. However, in no case shall 24th Ave. S. be used as a primary access route, unless by specific written agreement between the Port and City.

2. Clearing and Grading Activities

- a. All construction vehicles and equipment operating between 10:00 PM and 7:00 AM shall be equipped with an ambient noise sensing variable volume backup alarm system, in compliance with WAC 296-155-615.
- b. Equipment shall be selected and utilized to minimize noise generation (i.e., operate equipment to prevent loud, sudden noises, use forward-movement, circular routes for haul vehicles within the redevelopment site(s), minimize backing of equipment).

3. Dust

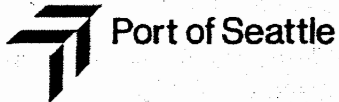
Measures shall be employed to control fugitive dust shall include, but not be limited to the following:

- a. Using wheel washes to minimize tracking dirt onto streets.
- b. Keeping a water truck and sweeper on standby during all construction hours for dust and dirt control.
- c. Protection of regraded areas to avoid erosion in the wet season.

4. Lighting

- a. The initial excavation shall be limited to daytime hours except as provided under section 2.d of this Attachment whereby nighttime excavation is permitted.
- b. Any lighting used for nighttime operations shall be directed away from residential areas and shall employ glare screens as necessary to shield adjacent residences from lighting.

Attachment C Port Letter of Commitment to Westside Trail



Attachment C

January 9, 2002

Mr. Jay Holman
Acting City Manager
City of SeaTac
17900 International Blvd.
Suite 401
SeaTac, WA 98188-4236

Dear Mr. Holman:

Congratulations on your appointment as Acting City Manager. I look forward to working with you on a number of issues. This letter is in response to questions by City Council members regarding the Port of Seattle's commitment to a westside trail or non-motorized corridor described in the City/Port 1997 Interlocal Agreement (ILA).

Questions about the trail were raised late last year as the Council considered returning 50 acres in North SeaTac Park to Port control. Because this action is moving ahead of a firm understanding on trail design, it is important for the Port to reiterate its commitment to the trail. By this letter, I am confirming that commitment.

I know that our staffs have been working on issues and possibilities related to the trail and that they have identified some options for further consideration. This is encouraging news to me and I am looking forward to passage of the lease amendment and a satisfactory conclusion to these issues for both parties.

Sincerely,

Gina Marie Lindsey
Director, Aviation Division

cc: DVS

Seattle-Tacoma
International Airport
P.O. Box 58727
Seattle, WA 98158 U.S.A.
TELEX 700433
FAX (206) 431-5912

Page 12



AGREEMENT BETWEEN THE PORT OF SEATTLE AND THE CITY OF SEATAC FOR THE DEVELOPMENT OF CERTAIN PORT-OWNED PROPERTIES ADJACENT TO NORTH SEATAC PARK

This agreement is entered into effective the 23rd day of April, 2002 between the Port of Seattle (Port), a Washington municipal corporation, and the City of SeaTac (City), a Washington municipal corporation, in connection with the real property described herein, and referred to as the "Property" for the purposes and on the terms and conditions set forth in this agreement.

Purpose of the Agreement

The purpose of this agreement is to define guidelines for the future redevelopment of approximately 55 acres of Port property currently within North SeaTac Park and, thereby, allow for the amendment of the North SeaTac Park lease agreement to return the property to Port control. The guidelines herein address allowed land uses and development standards which will guide preparation of more detailed site planning and future development. Subsequent to the adoption of this agreement by the Port and the City, both parties will continue to work cooperatively to further define potential development and address development interactions with the adjoining neighborhood.

I. RECITALS

Whereas, the undeveloped real property (Property) which is the subject of this agreement is located generally south of South 136th Street, west of 24th Avenue South, north of 142nd Avenue South, and east of 18th Avenue South, and is more particularly depicted in the Redevelopment Property Map, Attachment "A" to this agreement; and

Whereas, the Port owns and operates Seattle-Tacoma International Airport (Airport) under the authority of the Revised Airports Act, Chap. 14.08 RCW, the Airport Zoning Act, Chap. 14.12 RCW and certain port district enabling statutes, Chap. 53.08 and .04 RCW; and

Whereas, the City is a non charter, code City organized pursuant to Title 35A RCW, the Optional Municipal Code; and

Whereas, the City and Port hereby agree that redeveloping the Property in accordance with the terms of this agreement is in the interest of both parties; and

Whereas, in 1997, the Port and the City entered into an Interlocal Agreement (1997 ILA) that settled litigation concerning their respective jurisdictional authorities over comprehensive planning, zoning, surface water management, critical areas, State Environmental Policy Act (SEPA) lead agency responsibilities and police jurisdiction as well as settled the City's appeal of the adequacy of the Port's environmental review under SEPA for the 1994-1997 Master Plan Update (Master Plan); and

Whereas, in 2000, the Port and the City entered into an Interlocal Agreement (2000 ILA) that settled litigation concerning surface water management fees and provided for the administration and implementation of the Uniform Codes by the Port; and

Whereas, the 1997 ILA acknowledged the intent for the City and Port to jointly identify and pursue economic development opportunities for Port properties and/or areas under City jurisdiction which are in proximity to the Airport; and

Whereas, the 1997 ILA provided that the Port and City shall pursue options for developing a multi-use trail, for which planning has proceeded in a deliberate and good faith manner, and to which the Port has documented its continued commitment to execute as shown in Attachment C; and

Whereas, the 1997 ILA provided for the Port and City to revise the North SeaTac Park agreement and leases to allow economic development of 50 acres of the area, subject to the adoption of a plan for trail development; and

Whereas, the Port and City mutually desire to execute this agreement at this time that would revise the North SeaTac Park agreement and leases to allow economic development of approximately 55 acres of the area; and

Whereas, excavation and grading activities on Port properties are regulated in accordance with provisions of the 2000 ILA consistent with Chapter 13.11 SMC and Chapter 16.82 of the King County Code as of the approval date of this agreement.

II. AGREEMENT

Use of the Property. The Parties agree that the Property will be developed and used in accordance with the provisions set forth in this agreement including, but not limited to, provisions of the Best Management Practices as shown in Attachment B. Additional coordination with the City will be undertaken to address the issues of access, land uses, and development standards as more specific site planning and development proposals are prepared. No development of the Property will occur until the Parties mutually agree in writing on the final development conditions consistent with this agreement and the 1997 ILA.

- A. Proposed future redevelopment of the Property shall be subject to future SEPA review as appropriate.**

B. Land uses:

1. Future redevelopment land uses shall include only the following subset of uses allowed within the Aviation Commercial and Aviation Operations zones as set forth in the 1997 ILA:
 - Aviation Navigation, Communication & Landing Aids For Airport And Aircraft Operations
 - Meteorological Equipment
 - Communications Equipment
 - Designated Airfield Safety Areas, Clear Zones & Runway Protection Zones
 - Airport Access Roadways And Public Transportation Facilities
 - Airfield Infrastructure & Utilities Serving Uses Permitted In Zone
 - Infrastructure and Utilities Serving Other Zones Or Areas
 - Other Aviation Activities Or Facilities Whose Location Is Fixed By Function By FAA Requirements
 - Employee Parking, Vehicle Storage, and/or Construction-Related Storage as primary uses only in Area A, as designated on the Redevelopment Property Map (Attachment A). Area A represents the FAA-designated Double Extended Object Free Area
 - Access, Parking, Transfer & Holding Areas, Intermodal Connections For Public Transit, High Capacity Transit, Buses, Taxis, Shuttles, And Other Forms Of Transportation
 - Flight Kitchens
 - Offices And Work & Storage Areas For Airline & Aviation Support
 - Facilities For The Maintenance Of Airline & Airfield Equipment (excluding maintenance of heavy equipment (e.g. fuel tanks, runway snowplows))
 - Facilities that provide environmental protection and/or mitigation of environmental impacts
 - Retail Sales And Distribution Facilities
 - Warehousing And Distribution Facilities, including Air Cargo Handling

- requirements of Section 15.13.111A of the SMC)
- Airfield Security Facilities Such As Fencing, Gates, And Guard Stations
- Office And Staff Facilities To Serve Permitted Uses
- Employee Support Facilities Such as Cafeterias, Locker Rooms, Rest Areas, Restrooms And Exercise Areas

2. Use of the Property shall be subject to all applicable federal, state and local permits.

D. **Development Regulations and Conditions.** The following development regulations and conditions shall apply to the Port's future redevelopment of the Property under this agreement:

1. Future redevelopment of the property shall conform to the requirements of Section 15.13.111 of the SMC, unless otherwise modified within this subsection of the Agreement.
 2. All federal and state laws pertaining to grading, soil erosion and environmental concerns. All abandoned underground heating fuel tanks encountered during redevelopment shall be removed by the Port.
 3. [note: moved to lease amendment]The 1997 ILA provisions, as amended, for development standards and processes including, but not limited to, the following:
 - a. ILA Exhibit A – Regarding development, including Attachment A-2 except as modified by this agreement.
 - b. ILA Exhibit C – Regarding grading, permitting and regulations, including section 16.
 - c. ILA Exhibit D – Regarding hauling, including best management practices including Attachment D-1.
-
4. The maximum building height shall be 50 feet.

5. Landscaping Standards shall be in accordance with the Interim Landscaping Standards as identified under the provisions of the 1997 ILA. Wetland and wetland buffer areas where present may be substituted for code-required landscaping along the west side of the Property. Landscaping adjacent to the Highline Botanical Garden will be coordinated with the garden design.
6. The Port shall conduct site preparation of the Property in accordance with the Best Management Practices (BMPs) included as Attachment B to this agreement.
7. The Port will process any necessary building and grading permits through the Port of Seattle Airport Building Department consistent with the 1997 and 2000 ILAs, and the adopted Permitting/Development Review Procedures.
8. Use and redevelopment of the Property shall be in accordance with the August 4, 1998 Memorandum of Understanding between the Port and Federal Aviation Administration (FAA) regarding Reuse of Noise Buy-Out Property at Seattle-Tacoma International Airport.
9. Wetland protection areas shall be in accordance with Port of Seattle standards and permit restrictions. Wetland buffer areas will serve the function of landscaped setback areas adjacent to lower intensity land uses along the western perimeter of the Property, such that no landscaped setback areas will be required along the western perimeter.
10. Buffer and setback areas adjacent to the Highline Botanical Garden may be designed and managed by the Port, their tenants, or through an agreement between the Port and the Highline Botanical Gardens.

E. Site Development and Marketing It is the intent of the Port to actively continue the site and business planning necessary for future redevelopment of the Property in coordination with the City and in conjunction with other airport planning activities. This will lead to more specific direction and design for efficient and effective use of the Property in a manner that will meet the needs of the airport, be consistent with City goals, and provide economic benefits for both parties. Overall site planning, marketing, and specific development proposals will respond to airport-related needs and community concerns. At least six (6) months prior to clearing, grading or other major construction on any of the Property other than Area A, the Port shall prepare redevelopment and marketing plans at its own expense and promote redevelopment of the site by actively making the site available for lease or purchase. The Port shall accomplish this by one or more of the following means at its discretion: 1) the Port marketing the Property through its Aviation Business Development Group or through its Port-wide Commercial Development Group, 2) hiring a commercial/industrial realtor to actively market the Property, 3) authorizing other realtors to market the

Property, or 4) issuing requests for development proposals (the latter to be implemented within two years of the effective date of this agreement). Such redevelopment and marketing plans shall include at least the following: a description of the Property in map and photographs, including a potential simulated buildout schematic, address proposed interim and permanent uses of the Property, identify proposed access road(s), summarize site advantages and development requirements, and include a Port contact address and phone number to receive follow-up information.

F. Neighborhood Open House(s). The Port will hold at least one Open House for nearby residents and property owners, prior to commencing site clearing and grading, or other major construction activities on any of the Property in order to present the proposed redevelopment use, associated BMP's and future development options. If a proposed redevelopment Open House has not focussed on a specific site plan, or if more than one (1) year has passed since the previous Open House for a proposed site plan occurred, the Port will hold an additional Open House(s) to disclose and discuss the impacts of the proposed redevelopment prior to initiating clearing and grading activities on a redevelopment site. The Port shall provide adequate public notice of the Open House(s), which shall include but not be limited to publishing a legal ad in the "Seattle Times" and mailing a written invitation to all residents and owners of property within 1,000 feet of the redevelopment site(s).

G. All Other Federal, State and Local Permits. Development of the Property shall be in accordance with conditions of all other federal, state and local permit requirements and conditions.

III. DISPUTE RESOLUTION

In the event of any dispute as to interpretation or application of the terms or conditions of this agreement, dispute resolution provisions of the 1997 ILA shall apply.

IV. GENERAL PROVISIONS

Applicable law. This agreement shall be governed by and be interpreted in accordance with the laws of the State of Washington.

Binding Effect. This agreement shall be binding upon and be construed to the benefit of the successors and assignees of each party to this agreement.

Severability. If any provision of this agreement is determined to be unenforceable or invalid by a court of law, then this agreement shall thereafter be modified to implement the intent of the parties to the maximum extent allowable under law.

Waiver. The Port, by entering into this agreement, does not waive any authority that it enjoys under the Revised Airports Act, Chap. 14.08 RCW, the Airport Zoning Act, Chap. 14.12 RCW, and certain port district enabling statutes, Chap. 53.08 and .04 RCW, as well as other applicable provisions of state and federal law to exclusive jurisdiction and control over the development of land and operation of facilities on its property.

The City, by entering into this agreement, does not waive any authority that it enjoys under Title 35A RCW, the Optional Municipal Code, as well as other applicable provisions of state and federal law to exclusive jurisdiction and control over the development of land within the City.

Modification. This agreement shall not be modified or amended except in writing signed by the City and the Port.

City Authority. The City and the City Manager warrants that the undersigned City Manager has full authority to so enter into this Agreement pursuant to duly adopted Resolution No. 02-002 of the City Council.

Port Authority. The Port and the Managing Director of the Aviation Division warrants that the undersigned Managing Director of the Aviation Division has full authority to so enter into this Agreement pursuant to duly adopted Resolution No. 3485 of the Port.

Merger. This agreement represents the entire agreement of the parties with respect to the subject matter that is the subject of this agreement. There are no other agreements, oral or written, except as expressly set forth in this agreement.


Duty of Good Faith. Each party to this agreement shall cooperate with the other in good faith to achieve the objectives of this agreement. The parties shall not unreasonably withhold requests for information, approvals or consents provided for, or implicit, in this Agreement. The parties agree to take further actions and execute further documents, either jointly or within their respective powers and authority, to implement the intent of this Agreement.

No Presumption Against Drafter. This Agreement has been reviewed and revised by legal counsel for all parties and no presumption or rule that ambiguity shall be construed against the party drafting the document shall apply to the interpretation or enforcement of this Agreement.

Notices. All communications, notices and demands of any kind which a party under this Agreement is required or desires to give to the other party shall be in accordance with the provisions of the 1997 ILA.

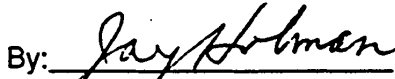
IN WITNESS WHEREOF, the undersigned have, on the date set next to their signatures, executed this agreement on behalf of the parties hereto.

PORT OF SEATTLE

By: 
Gina Marie Lindsey
Managing Director, Aviation Division

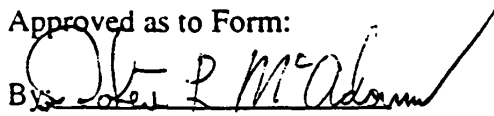
Date 4/16/02

CITY OF SEATAC

By: 
Jay Holman
Acting City Manager

Date 4-23-02

Approved as to Form:

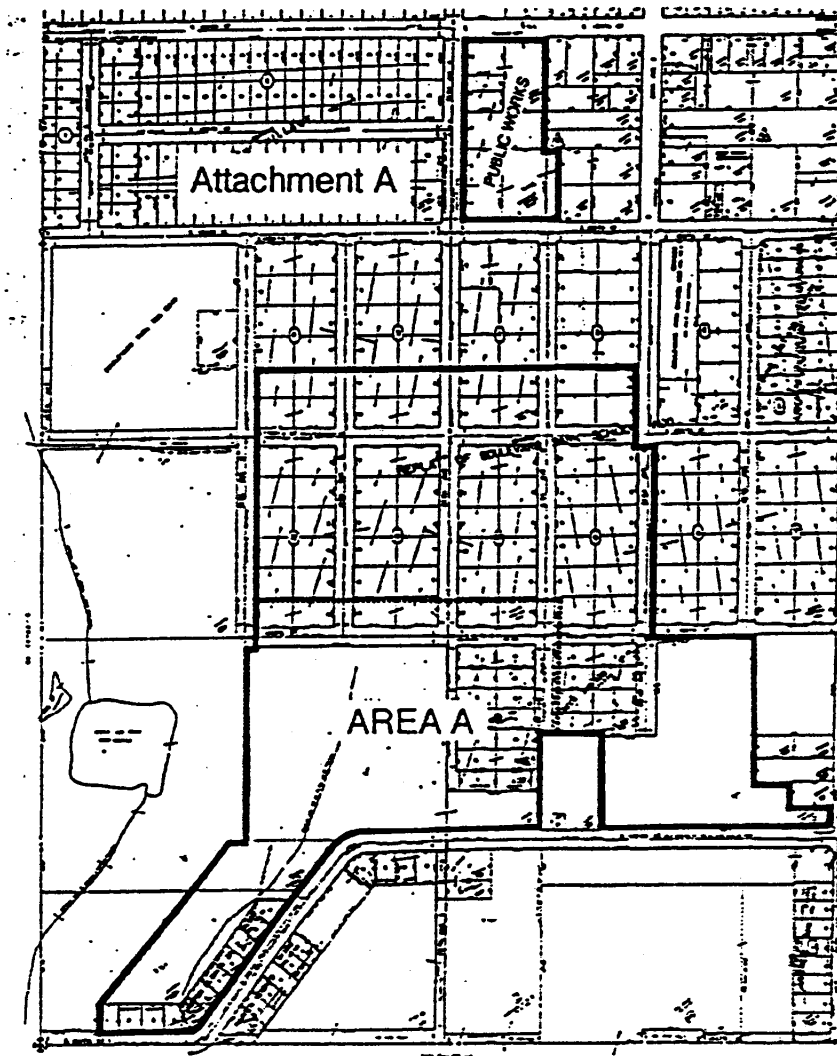
By: 
Robert L. McAdams
City Attorney

Date 4/19/02

Attachment A Revelopment Property Map

Redevelopment Agreement
Property Adjacent to North SeaTac Park

Attachment A
Revelopment Property Map



Attachment B

Best Management Practices for Site Development

General

The intent of the BMPs is to minimize impact to the surrounding community while allowing redevelopment of the site(s) to occur. The BMPs listed below are a **minimum** and are not intended to limit the employment of additional measures or adjustments that will provide equal or better results towards minimizing community impacts. The City and Port will monitor the effectiveness of the BMP's and negotiate adjustments as needed in order to minimize impacts to the surrounding community.

Residential and Community Impacts will be minimized by:

1. Traffic Routing

- a. Trucks shall be routed to redevelopment sites using S. 142nd St. to Des Moines Memorial Drive and SR 518 exclusively.
- b. Customers, employees and other non-truck uses shall be encouraged to access the redevelopment sites using S. 142nd St. to Des Moines Memorial Drive and SR 518, by means of directional signage and published material. Access may also be provided using S. 136th St. and 18th Ave. S. for non-truck traffic.
- c. It is the intention of the Port and the City to include surface transportation planning as a part of the more detailed planning for redevelopment of Port properties north of SR 518. Improvements to access in the area may modify traffic routing BMPs. However, in no case shall 24th Ave. S. be used as a primary access route, unless by specific written agreement between the Port and City.

2. Clearing and Grading Activities

- a. All construction vehicles and equipment operating between 10:00 PM and 7:00 AM shall be equipped with an ambient noise sensing variable volume backup alarm system, in compliance with WAC 296-155-615.
- b. Equipment shall be selected and utilized to minimize noise generation (i.e., operate equipment to prevent loud, sudden noises, use forward-movement, circular routes for haul vehicles within the redevelopment site(s), minimize backing of equipment).

3. Dust

Measures shall be employed to control fugitive dust shall include, but not be limited to the following:

- a. Using wheel washes to minimize tracking dirt onto streets.
- b. Keeping a water truck and sweeper on standby during all construction hours for dust and dirt control.
- c. Protection of regraded areas to avoid erosion in the wet season.

4. Lighting

- a. The initial excavation shall be limited to daytime hours except as provided under section 2.d of this Attachment whereby nighttime excavation is permitted.
- b. Any lighting used for nighttime operations shall be directed away from residential areas and shall employ glare screens as necessary to shield adjacent residences from lighting.

Attachment C Port Letter of Commitment to Westside Trail



Attachment C

January 9, 2002

Mr. Jay Holman
Acting City Manager
City of SeaTac
17900 International Blvd.
Suite 401
SeaTac, WA 98188-4236

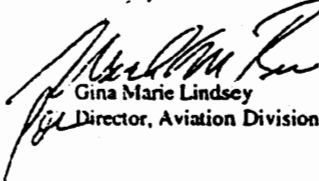
Dear Mr. Holman:

Congratulations on your appointment as Acting City Manager. I look forward to working with you on a number of issues. This letter is in response to questions by City Council members regarding the Port of Seattle's commitment to a westside trail or non-motorized corridor described in the City/Port 1997 Interlocal Agreement (ILA).

Questions about the trail were raised late last year as the Council considered returning 50 acres in North SeaTac Park to Port control. Because this action is moving ahead of a firm understanding on trail design, it is important for the Port to reiterate its commitment to the trail. By this letter, I am confirming that commitment.

I know that our staffs have been working on issues and possibilities related to the trail and that they have identified some options for further consideration. This is encouraging news to me and I am looking forward to passage of the lease amendment and a satisfactory conclusion to these issues for both parties.

Sincerely,


Gina Marie Lindsey
Director, Aviation Division

cc: DVS

Seattle-Tacoma
International Airport
P.O. Box 59727
Seattle, WA 98158 U.S.A.
TELEX 733433
FAX (206) 421-5912

Page 12

