

Name & Return Address:

Stephen H. Roos

999 Third Ave., Suite 4600

Seattle, WA 98104

Washington State Recorder's Cover Sheet (RCW 65.04) Please print legibly or type information.

Document Title(s)	City of Sammamish Development Agreement for Brownstones West
Grantor(s)	City of Sammamish
____ Additional Names on Page ____ of Document	
Grantee(s)	STCA, LLC
____ Additional Names on Page ____ of Document	
Legal Description (Abbreviated: i.e., lot, block & subdivision name or number OR section/township/range and quarter/quarter section)	STC-Phase 1 Subdivision; STC-Brownstones East
Complete Legal Description on Page A-1/2 of Document	
Auditor's Reference Number(s)	1823151; 20171024001469; 577022; 7803130563; 20171023002170; 20180717001321
Assessor's Property Tax Parcel/Account Number(s)	332506-9044; 332506-9102; 332506-9117; 332506-9024; 332506-9085
Non Standard Fee \$50.00	
By signing below, you agree to pay the \$50.00 non standard fee.	
I am requesting an emergency non standard recording for an additional fee as provided in RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some part of the text of the original document.	
Stephen H. Roos	Digitally signed by Stephen H. Roos Date: 2022.12.16 11:59:51 -08'00'
Signature of Party Requesting Non Standard Recording	
NOTE: Do not sign above or pay additional \$50.00 fee if document meets margin/formatting requirements.	
The Auditor/Recorder will rely on the information provided on this cover sheet. Staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.	

**CITY OF SAMMAMISH
DEVELOPMENT AGREEMENT FOR
BROWNSTONES WEST OPEN SPACE, LOWER SAMMAMISH
COMMONS PARK ENTRANCE AND FRONTAGE, AND REGIONAL
STORMWATER FACILITIES**

1.0 Parties

This Development Agreement (“Agreement”) is made this _____ day of December, 2022, by and among the City of Sammamish, a Washington municipal corporation (the “City”), and STCA, LLC (“STCA”). The City and STCA are referred to herein individually as a “Party” and collectively as the “Parties”.

2.0 Recitals¹

2.1 *Brownstones West Preliminary Subdivision.* STCA’s Brownstones West Preliminary Subdivision project (PSUB2019-00561) is an approved preliminary subdivision located in the southwest quadrant of the City’s Town Center Subarea on parcels zoned TC-B and TC-C and legally described in EXHIBIT A-1. After STCA submitted a preliminary subdivision application for Brownstones West in the Fall of 2019, and extensive review by and collaboration with City staff, the City Hearing Examiner approved the preliminary subdivision application on May 2, 2022 (hereafter the “Preliminary Subdivision”). The Preliminary Subdivision is for 10 single-family detached units and 28 attached townhouse units, for a total of 38 residential lots, as depicted on EXHIBIT B(Approved Preliminary Subdivision Site Plan).

2.2 *Unified Zone Development Plan (UZDP) Application.* Concurrent with the Brownstones West subdivision project, STCA and a related entity, STC JV1 LLC, also submitted a Unified Zone Development Plan application for property immediately east of Brownstones West (hereafter the “UZDP”). The UZDP project includes 348 residential units (consisting of 300 apartment units and 48 townhouses), and approximately 82,000 square feet of commercial space in the TC-A1 zone of the Town Center Subarea. A portion of the UZDP, the proposed townhouses known as Brownstones East within an area legally described in EXHIBIT A-2, will be located immediately east of Brownstones West.

2.3 *Preliminary Subdivision Minor Design Modifications with Public Benefits.* In the course of discussions between the City and STCA after the approval of the Preliminary

¹ The representations and agreements stated within this Section 2 of the Agreement are binding upon the Parties to the same extent as the agreements set forth in the rest of this Agreement.

Subdivision, the parties agreed that three minor design modifications to the Approved Preliminary Subdivision and extending to Brownstones East would result in substantial public benefits. The proposed design modifications (referenced hereafter as the “Project”) are described below and are all depicted in EXHIBIT C, with the public benefits further detailed in Section 2.4 below.

2.3.1 Conversion of 223rd Avenue SE to Private Open Space/Park with Public Trail. The Preliminary Subdivision includes a future vehicular right-of-way (to be known as 223rd Avenue SE) with public pedestrian and non-motorized trail between the Brownstones West and Brownstones East townhomes. Under the Project, this street will be replaced with a private open space/park area with a public pedestrian and non-motorized trail extending from SE 4th Street to the Lower Sammamish Commons Park.

2.3.2 Realignment of SE 6th Street with Improved Access to Lower Sammamish Commons Park. The configuration of SE 6th Street in the Approved Preliminary Subdivision does not entail changing access or adding new connections to the Lower Sammamish Commons Park. The Project will realign SE 6th Street to provide two new access points to the Lower Sammamish Commons Park, one to be built as part of the Preliminary Subdivision and another to be built as part of Brownstones East.

2.3.3 Construction of Efficient and Consolidated Stormwater Facilities. The Preliminary Subdivision includes numerous individual stormwater vaults and sand filters located underneath private alleys and public right-of-ways. The Project will consolidate these multiple facilities into one vault and one sand filter located below the new open space area that will replace 223rd Avenue SE and below a portion of the new SE 6th Street (collectively the “Stormwater Facilities”).

2.4 *Enhanced Public Benefits.* The City finds that each of the elements of the Project will confer significant public benefits, as follows.

2.4.1 Conversion of 223rd Avenue SE to Open Space/Park. Replacing what is currently approved as a future street (223rd Avenue SE) with an open space/park area and a public trail for pedestrian and non-motorized access from SE 4th Street to the Lower Sammamish Commons Park: (i) will create an additional 3/4-acre of park space with a corresponding 3/4-acre decrease in impervious right-of-way surface; (ii) will relocate a new public trail connection from a location adjacent to 223rd Avenue SE under the Preliminary Subdivision to the new open space where it will follow a meandering pathway in a park-like setting with trees and meadows and free of vehicles except at road crossings; and (iii) will promote innovative residential design by allowing approximately 43 townhouses within Brownstones West and Brownstones East to front recreational open space with a public trail rather than a conventional street right-of-way. Total public street parking resulting from the Project (conversion of 223rd Ave NE to open space/park) will increase by one (1) parking space (44 parking spaces total). *See* EXHIBIT D.

2.4.2 Realignment of SE 6th Street with Improved Access to Lower Sammamish Commons Park. The realigned SE 6th Street with two new access points to Lower Sammamish Commons Park: (i) will re-direct park-related traffic flows from 222nd Place SE to the new full-width SE 6th Street and 224th Avenue SE built to current street standards with wider sidewalks, planter strips, and parking, allowing 222nd Place SE to retain its character and continue to function primarily as a lower-intensity residential road; (ii) will create a new signature entry to Lower Sammamish Commons Park at the termination of 224th Avenue SE and SE 6th Street; (iii) will add a secondary access point for entry to the park promoting enhanced vehicular circulation in the current park drive aisle; (iv) will realign 6th Street in a manner that avoids inefficient and unusable land pockets, better conceals alley entrances, and provides optimal driving conditions; and (v) will maximize street parking on both sides of SE 5th and SE 6th Streets. *See* EXHIBIT C.

2.4.3 Construction of Regional Stormwater Facilities. The construction of regional stormwater facilities, defined as facilities that serve more than one property, is a goal of the Town Center Plan because it can result in greater efficiency, control, and ease of maintenance. *See* TOWN CENTER PLAN at 68. Consistent with this goal, underground stormwater facilities below the new open space area: (i) will increase vault capacity to process stormwater from the Preliminary Subdivision and all future Town Center development in the Southwest Quadrant south of SE 4th Street and west of the drainage basin break line; (ii) will consolidate the previously approved seven public/private stormwater vaults and five sand filters down to one vault and one sand filter serving both private and public areas of Brownstones West and future Town Center projects; and (iii) will reduce City maintenance costs by reducing the number of vaults/sand filters and simplifying vault configuration from a non-traditional shape to rectangular. *See* EXHIBIT C.

2.5 *Consistency with the Town Center Sub-Area Plan.* The Project is consistent with and advances several goals and policies of the Town Center Sub-Area Plan.

- **Goal LU-1:** *Promote Town Center development design that maintains a harmonious relationship to the natural surroundings, exhibits an intimate scale, welcoming character, and sense of place.*
 - **Policy LU-1.1:** *New development should be located and designed to reduce impacts to residential neighborhoods adjacent to the Town Center.*
 - **Policy LU-1.5:** *Landscaping and natural area retention should be an essential part of new development.*

- **Goal T-1:** *Establish and maintain a connected hierarchy of streets that accommodates desired Town Center land uses and human activities.*
 - **Policy T-1.3:** *Develop a connected system of local access roads that serve planned Town Center development.*

- *Goal T-2: Provide transportation facilities that create a unique character for the Town Center.*
- *Goal T-3: Provide for Town Center Circulation while addressing safety and minimizing impacts to surrounding neighborhoods.*
 - *Policy T-3.1: Provide for a safe and convenient network of roadways to serve Town Center development.*
- *Goal T-5: Create an attractive, safe, and convenient road and trail network that promotes walking, bicycling, and other non-motorized forms of transportation.*
- *Goal T-6: Provide parking in the Town Center appropriate to accommodate desired uses.*
- *Goal OS-1: Create a hierarchy of interconnected public and private open spaces, ranging from an active centralized plaza or town square to less formal gathering areas, quiet residential courts, and natural open spaces.*
 - *Policy OS-1.1: Usable open space should be a priority for each quadrant of the Town Center.*
 - *Policy OS-1.4: A variety of small open spaces should be developed as part of private development to serve local needs.*
- *Goal NS-1.3: Regional storm water management systems should be designed and constructed as part of the master planning and development of mixed-use nodes.*

2.6 *Consistency with Town Center Development Code.* The City finds the Preliminary Subdivision, as modified by the Project, will remain consistent with the applicable provisions of the Town Center Development Code.

THEREFORE, in consideration of the mutual benefits of this Agreement and the actions and promises set forth herein, the receipt and sufficiency of which are acknowledged by the Parties, the Parties agree as follows:

3.0 Approved Standards

3.1 *Approval of Standards.* To facilitate the Project, the City hereby approves the following standards as minor modifications to the Brownstones West Preliminary Subdivision described in Section 2.3 above. For consistency, the standards in Sections 3.1.1 and 3.1.2 will also apply to future revisions to the Brownstones East component of the pending UZDP application.

3.1.1 Deviation for Townhouses Fronting Open Space. PWS 9.3.A and .F require alley-loaded residential structures to front a public street. Pursuant to the standards in Appendix

H of the PWS, the City hereby grants a deviation to allow townhouses to front open space rather than a street, as depicted in EXHIBIT E.

3.1.2 Clarification of Minimum Alley Setback. The Sammamish Municipal Code (SMC) Town Center Dimensional Standards are silent on primary structure setbacks from alleys. The minimum back yard structure setback established is 20 feet measured from the property line for a total of forty (40) feet of separation between buildings. Application of this dimensional standard measured from the outer edge of an alley tract as proposed under the Preliminary Subdivision minor modifications would result in more than sixty (60) feet of separation between buildings along the alley and would be inconsistent with the objective of efficient use of land in the adopted Town Center Plan. Alternatively, the alley could be placed in an easement allowing a back yard setback of 20 feet measured from the centerline of the easement for a total of forty (40) feet of building separation. To meet the efficient use of land objective in the Town Center Plan, the City hereby approves a minimum primary structure alley setback of 20 feet along Alley A, B, C, and D for the Preliminary Subdivision and the (future) Brownstone East Subdivision, as depicted in EXHIBIT B, and measured from the center line of the alley Tract. This does not preclude application of other setback allowances for accessory structures consistent with SMC 21.07.050.O.

3.1.3 Establishment of Tree Retention and Tree Replacement Ratios. Sammamish Municipal Code (SMC) 21.07.070.T.2.a requires development of TC-B zoned property to retain 25% of significant trees. Under this provision, the Preliminary Subdivision retains 21 significant trees. SMC 21.07.070.T.6 allows the Director to authorize up to 50% of the retained trees to be removed if replaced at the ratios prescribed by SMC 21.07.070.V. The City hereby authorizes STCA to remove up to 33% of the retained trees (a total of seven), provided that: (i) all seven trees regardless of diameter will be replaced at a ratio of 8:1 (the maximum required by SMC 21.07.070.V), in a location to be approved by the City after consideration of the goals and policies of the Town Center Sub-Area Plan and SMC 21.07.070, and (ii) STCA shall undertake reasonable, good-faith efforts to preserve three of the seven trees, when it submits its revised preliminary plat application or site engineering drawings for Brownstones East.

3.2 *Project Compliance with Other Regulations and Requirements.* The City agrees that the deviation authorized under Paragraph 3.1.1 meets the City's criteria for deviations under Appendix H of the City's Public Works Standards, and the tree retention requirements authorized under Paragraph 3.1.2 meet the standards of SMC 21.07.070.T. The Parties expressly acknowledge that the provisions of this Agreement are not intended to supersede, reduce or otherwise obviate the Project's compliance with applicable requirements of the SMC or any of the conditions to the Preliminary Subdivision. STCA shall be and remain responsible for ensuring the Project's compliance with all other applicable SMC requirements regardless of whether these other requirements or conditions are expressly referenced herein.

4.0 Schedule for Administrative Review of Construction Permits

The Parties mutually agree that the Project should not cause unnecessary delays in future City approvals necessary for STCA to commence development activities in connection with the Preliminary Subdivision. Accordingly, the Parties agree to exercise diligent and good-faith efforts to abide by the review schedule set forth in EXHIBIT F. The Parties further acknowledge and agree that this schedule is consistent with the general time periods for project review set forth in SMC 21.09.010.M.

5.0 Phasing of Improved Access to Lower Sammamish Commons Park

5.1 *Phasing.* The proposed changes to the access to Lower Sammamish Commons are intended to be developed in three phases as generally stated below and more specifically described in EXHIBITSG-1 and G-2.

5.1.1 Phase 1 (Construction of New Public Access from SE 6th Street/Preliminary Subdivision). At its sole cost, STCA shall construct a new access location to the Lower Sammamish Commons Park from SE 6th Street within Brownstones West at the approximate location and in the general configuration depicted in EXHIBIT G-1 and shown in more detail in EXHIBIT G-2. The design of the new access to be constructed shall meet City codes and standards and shall be integrated into the Site Development Permit project plans for the Preliminary Subdivision. Construction shall commence within 6 months after the Preliminary Subdivision receives approval from the City for a Site Development Permit and shall be completed within 12 months of commencement. The City agrees to approve the final design of the access point and issue all required permits and entitlements within the time periods set forth in EXHIBIT E.

5.1.2 Phase 2 (Termination of Lower Sammamish Commons Park Access from 222nd Place SE). Within 6 months of the completion of the new access point to the Lower Sammamish Commons Park described in Phase 1 (Section 5.1.1) above, STCA at its sole cost shall close access to the Lower Sammamish Commons Park from 222nd Place SE in the manner generally depicted in EXHIBIT G-1 and shown in more detail in EXHIBIT G-2. STCA shall be responsible for relocating the current Lower Sammamish Commons Park entry monument/sign to a location determined by the City Parks, Recreation, and Facilities Department.

5.1.3 Phase 3 (Construction of New Public Access from 224th Avenue SE/Brownstones East). At its sole cost, STCA shall construct a new access location to the Lower Sammamish Commons Park from 224th Avenue SE within the Brownstones East portion of the UZDP at the approximate location and in the general configuration depicted in EXHIBIT G-1 and shown in more detail in EXHIBIT G-2. The design of the new access to be constructed shall meet City codes and standards and shall be integrated into the Site Development Permit project plans for the Brownstones East portion of the UZDP. Construction shall commence within 6 months

after City approval of Site Development Permit for Brownstones East and shall be completed within 12 months of commencement.

6.0 New Open Space Area

6.1 *STCA Construction Responsibilities.* STCA shall be solely responsible for constructing the open space area, including the public pedestrian and non-motorized trail, at no financial cost to the City as described in Section 2.3.1 above and as depicted in EXHIBIT C.

6.2 *City Public Pedestrian and Non-Motorized Trail Easement.* Prior to final plat approval of the Preliminary Subdivision, STCA shall provide a public pedestrian and non-motorized trail easement for access and maintenance in a form mutually agreeable to the City and STCA.

6.3 *STCA Maintenance of Open Space and City Maintenance of Public Pedestrian and Non-Motorized Trail.* After the completion of construction, STCA shall be solely responsible for maintenance of the open space area other than the surface areas and amenities of the public pedestrian and non-motorized trail, which shall be maintained by the City. The City's responsibility for maintenance shall be limited to the boundaries of the pedestrian and non-motorized trail easement and shall include all aspects of maintenance of the surface easement space and amenities including but not limited to lighting, benches, and bollards.

7.0 Regional Stormwater Facilities

7.1 *STCA Construction Responsibilities.* STCA shall be solely responsible for constructing the Stormwater Facilities, at no financial cost to the City.

7.2 *Dedication To and Maintenance By City.* As part of the Preliminary Subdivision final plat approval, and following final inspection and construction approvals, the Stormwater Facilities shall be dedicated to the City for ownership and maintenance in the same manner as stormwater facilities are typically conveyed to the City as part of other final plat approvals. Thereafter, the City shall be exclusively responsible for all repairs and maintenance of the Stormwater Facilities, at no financial cost to STCA; however, STCA shall include requirements in both of the Brownstone West and Brownstone East final plats that the owners of the lots created shall be responsible for maintenance of all non-stormwater related surface areas other than the public pedestrian and non-motorized trail described in Section 6.3 above.

7.3 *Access Easement Dedicated To City.* Prior to final plat approval of the Preliminary Subdivision, STCA shall provide a maintenance and access easement in a form acceptable to the City that allows the City to access, inspect, repair, and maintain the Stormwater Facilities.

8.0 Vested Rights, Compliance with other Regulatory Agency Requirements, and Rights Under Approved Preliminary Subdivision

8.1 *Vested Rights.* Nothing in this Agreement is intended to alter STCA's rights under RCW 58.17.170(3) and SMC 21.09.010(I) with respect to either the Preliminary Subdivision, Brownstones East, or the UZDP, or the previous Determinations of Completeness for PSUB2019-00561 (Brownstones West), BSP2019-00564 (Binding Site Plan), PSUB2019-00563 (Brownstones East), or the UZDP2019-00562 (UZDP).

8.2 *Compliance with Other Regulatory Agency Requirements.* The Parties expressly acknowledge that public agencies other than the City may impose standards, conditions, and requirements upon the Project which are separate from and additional to those contained in this Agreement. STCA shall retain exclusive responsibility for complying with any such additional standards, conditions, and requirements, and nothing herein shall be construed as the City's endorsement to violate or otherwise disregard such standards. Further, the parties expressly acknowledge that public agencies in addition to the City have jurisdiction over the Project (e.g., Sammamish Plateau Water, Eastside Fire and Rescue, etc.).

8.3 *STCA's Reservation of Rights under Approved Preliminary Subdivision.* Until the later of (1) the date STCA submits a Site Development Permit that includes the minor modifications described in Sections 2.3.1 through 2.3.3 above, and (2) the date any appeal period relating to this Agreement has expired, or in the event an appeal is filed, the date the appeal is resolved in a manner that upholds all of the terms and conditions of this Agreement, STCA shall retain the right to notify the City that it wishes to proceed under the terms and conditions of the Preliminary Subdivision referenced in Section 2.1 above rather than this Agreement. Upon any such written notification from STCA, this Agreement shall no longer be binding upon STCA or the City.

9.0 Default

9.1 *Breach.* If any Party reasonably believes that another Party has breached any material obligation under this Agreement (respectively the "Non-Defaulting Party" and "Defaulting Party"), then the Defaulting Party shall, upon receipt of written notice from the Non-Defaulting Party, diligently proceed to cure or remedy the default. Such default shall be cured within thirty (30) days after receipt of such notice, or, if such default is of a nature that is not capable of being cured within thirty (30) days, the Defaulting Party shall commence efforts to cure within thirty (30) days and diligently pursue completion within ninety (90) days following receipt of such notice of default. The Parties may in their joint discretion mutually agree to extend the period for cure. The Non-Defaulting Party shall not exercise any legal remedies until and unless the applicable cure period described herein has expired and the default remains materially uncured at such time. PROVIDED, that nothing in this section shall limit in any manner the City's

regulatory authority, which the City may in its discretion exercise as to the Project independent of the process set forth in this section.

9.2 *Enforcement.* Subject to Section 10, the provisions of this Agreement may be specifically enforced against a Defaulting Party. The non-defaulting party may pursue any available legal remedy in event of a breach of this Agreement. PROVIDED, that nothing herein shall be construed as creating or otherwise authorizing any third-party beneficiary or enforcement rights. The provisions of this Agreement may only be enforced by the Parties hereto and their respective successors and assignees.

10.0 Dispute Resolution

In the event of a dispute between the Parties regarding the interpretation of this Agreement, either Party may appeal to the City Hearing Examiner, whose decision shall be the City's final decision unless the Parties agree to submit the dispute to mediation within ten (10) days of the City Hearing Examiner's decision. Appeals of the City's decision shall otherwise be taken to the Superior Court for King County.

11.0 Authority to Approve Agreement

11.1 *By STCA.* By executing this Agreement, STCA represents and warrants that it has taken all necessary steps under its corporate authorities to authorize such act, and that its execution of this Agreement is valid and binding for all purposes articulated herein.

11.2 *By City.* By executing this Agreement, the City represents and warrants that it has taken all necessary steps under its corporate authorities to authorize such act, and that its execution of this Agreement is valid and binding for all purposes, except as otherwise provided herein or by law.

12.0 General Terms

12.1 *Integration.* This Agreement and its component elements constitute the entire understanding between the Parties regarding the subject matter hereof, and no prior oral or written agreement shall be valid.

12.2 *Headings.* The headings used in this Agreement are for convenience only and shall not be used to interpret the terms of this Agreement.

12.3 *Obligation to Abide by Law.* STCA acknowledges its obligation to abide by County, State and Federal laws and regulations which may be applicable to this Agreement. The City expresses no opinion as to the potential vesting of rights by STCA in relation to such laws

and regulations. Nothing herein shall prevent the City from enforcing such laws where applicable or where related to City funding requirements.

12.4 *Venue.* Venue for all judicial litigation arising under or connected with this Agreement shall be in the Superior Court for King County. This Agreement shall be governed and interpreted in accordance with the laws of the State of Washington.

12.5 *City's Reservation of Police Power or Condemnation Authority.* By executing this Agreement, the City does not in any manner waive its police power or condemnation authority. This reservation of authority includes, but is not limited to, the authority to impose new or different regulations upon the Project to the extent required by a serious threat to public health or safety.

12.6 *Covenant Running with Land.* The terms and conditions of this Agreement shall be covenants running with the land and shall be binding on the Parties and their successors and assigns, and on all subsequent purchasers, lessees or lessors, and transferors of every nature as set forth herein.

12.7 *STCA's Responsibility.* Any act or omission required of or permitted by STCA hereunder may be taken by STCA or by its agents, contractors or employees; provided that STCA shall not thereby be relieved of its direct responsibility or liability to the City under this Agreement.

12.8 *Attorney Fees.* In any action arising under or related to this Development Agreement, the prevailing party shall be entitled to be paid its reasonable attorney's fees, expenses and costs by the non-prevailing party.

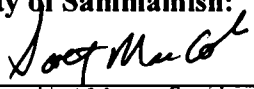
12.9 *Severability.* If any section, sentence, clause or portion of this Agreement is declared unlawful or unconstitutional for any reason, the remainder of this Agreement shall continue in full force and effect.

12.10 *Recordation.* Pursuant to RCW 36.70B.190, this Agreement shall be recorded with the King County Auditor at the STCA's expense following final execution. STCA shall promptly provide the City with proof of such recording.

12.11 *Voluntary Agreement.* Each Party has entered into this Agreement knowingly and voluntarily and agrees to be bound by the terms and conditions hereof.

12.12 *Amendment.* This Agreement may be amended or modified only by the mutual written agreement of the parties.

City of Sammamish:



Scott MacColl, Interim City
manager

STCA


By: Matthew O. Sawwede, Pres. of Innovation Realty Partners, LLC, Mbr
Its: President of its Managing Member

ATTEST:



City Clerk

APPROVED AS TO FORM:



City Attorney

Exhibits to Agreement:

EXHIBITS A-1 and A-2 – Legal Descriptions

EXHIBIT B– Approved Preliminary Subdivision Site Plan

EXHIBIT C– Proposed Preliminary Subdivision Modifications

EXHIBIT D– On Street Parking Availability

EXHIBIT E– Townhomes Fronting Open Space

EXHIBIT F– Schedule for Administrative Review of Construction Permits

**EXHIBIT G-1– Conceptual Plans and Phasing of Improved Access to Lower Sammamish
Commons Park**

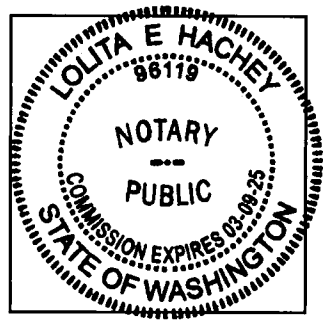
EXHIBIT G-2 – Lower Sammamish Commons Access Location Plan

STATE OF Washington)
)
COUNTY OF King)

ss:

I certify that I know or have satisfactory evidence that Scott MacColl is the person who appeared before me, and he acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the City Manager - Interim of the City of Sammamish that executed the within and foregoing instrument, to be the free and voluntary act of such party of the uses and purposes mentioned in the instrument.

DATED: December 14, 2022.



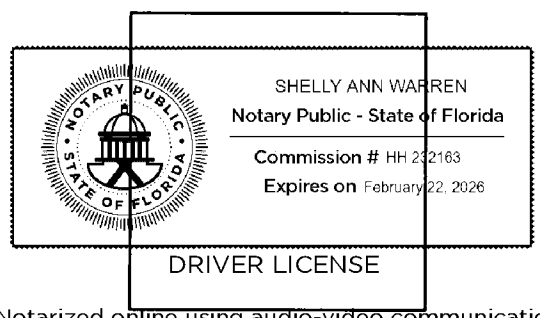
L.E. Hachey
Print Name: Lolita Erica Hachey
NOTARY PUBLIC in and for the State of Washington, residing at: Sammamish
My Appointment Expires: 03-09-25

STATE OF Florida)
)
COUNTY OF Lake County)

ss:

I certify that I know or have satisfactory evidence that Matthew D. Samwick is the person who appeared before me, and s/he acknowledged that s/he signed this instrument, on oath stated that s/he was authorized to execute the instrument and acknowledged it as the President, of STCA that executed the within and foregoing instrument, to be the free and voluntary act of such party of the uses and purposes mentioned in the instrument.

DATED: 15th December, 2022.



Shelly Ann Warren
Print Name: Shelly Ann Warren
NOTARY PUBLIC in and for the State of Florida, residing at: Lake County
My Appointment Expires: 02/22/2026

EXHIBIT A-1

CORE DESIGN, INC.

**LEGAL DESCRIPTION-STC-PHASE 1-SUBDIVISION
TPN 332506-9044**

THE WEST 160.38 FEET OF THE EAST 520.31 FEET OF THE NORTH HALF OF THE
SOUTHWEST QUARTER OF THE SOUTHEAST OF SECTION 33, TOWNSHIP 25 NORTH,
RANGE 6 EAST, W.M., IN KING COUNTY WASHINGTON;

EXCEPT THE NORTH 30 FEET THEREOF CONVEYED TO KING COUNTY FOR ROAD PURPOSES
BY DEED RECORDED UNDER KING COUNTY RECORDING NUMBER 1823151;

AND EXCEPT THAT PORTION CONVEYED TO THE CITY OF SAMMAMISH FOR ROAD
PURPOSES BY DEED RECORDED UNDER KING COUNTY RECORDING NUMBER
20171024001469.

TOGETHER WITH:
TPN 332506-9102

LOT 1 OF SHORT PLAT NO. 577022, ACCORDING TO THE SHORT PLAT SURVEY RECORDED
UNDER KING COUNTY RECORDING NUMBER 7803130563, RECORDS OF KING COUNTY,
WASHINGTON;

EXCEPT THAT PORTION CONVEYED TO THE CITY OF SAMMAMISH FOR ROAD PURPOSES
BY DEED RECORDED UNDER KING COUNTY RECORDING NUMBER 20171023002170.

TOGETHER WITH:
TPN 332506-9117

LOT 2 OF SHORT PLAT NO. 577022, ACCORDING TO THE SHORT PLAT SURVEY RECORDED
UNDER KING COUNTY RECORDING NUMBER 7803130563, RECORDS OF KING COUNTY,
WASHINGTON.

EXHIBIT A-2

CORE DESIGN, INC.

**LEGAL DESCRIPTION-STC-BROWNSTONES-EAST
TPN 332506-9024**

LOT 3, KING COUNTY SHORT PLAT NO. 577022, RECORDED MARCH 13, 1978 UNDER RECORDING NO. 7803130563, RECORDS OF KING COUNTY, WASHINGTON.

EXCEPT THAT PORTION CONVEYED TO THE CITY OF SAMMAMISH, A WASHINGTON MUNICIPAL CORPORATION BY DEED RECORDED JULY 17, 2018 UNDER RECORDING NUMBER 20180717001321.

TOGETHER WITH
AN EASEMENT FOR INGRESS, EGRESS AND UTILITIES OVER THE WESTERLY 15 FEET OF THE EAST 203 FEET OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 25 NORTH, RANGE 6 EAST, W.M. IN KING COUNTY, WASHINGTON.

TOGETHER WITH:
TPN 332506-9085

"A" WEST 147 FEET OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 25 NORTH, RANGE 6 EAST, W.M., IN KING COUNTY, WASHINGTON;

EXCEPT THE NORTH 30 FEET THEREOF CONVEYED TO KING COUNTY FOR ROAD BY DEED RECORDED UNDER RECORDING NUMBER 1823151.

"B" EAST 53 FEET OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 25 NORTH, RANGE 6 EAST, W.M., IN KING COUNTY WASHINGTON;

EXCEPT THE NORTH 30 FEET CONVEYED TO KING COUNTY FOR ROAD BY DEED RECORDED UNDER RECORDING NUMBER 1823151;

AND EXCEPT THAT PORTION CONVEYED TO THE CITY OF SAMMAMISH BY DEED RECORDED UNDER RECORDING NO. 20171020002133;

Exhibit B

Approved Preliminary Subdivision Site Plan

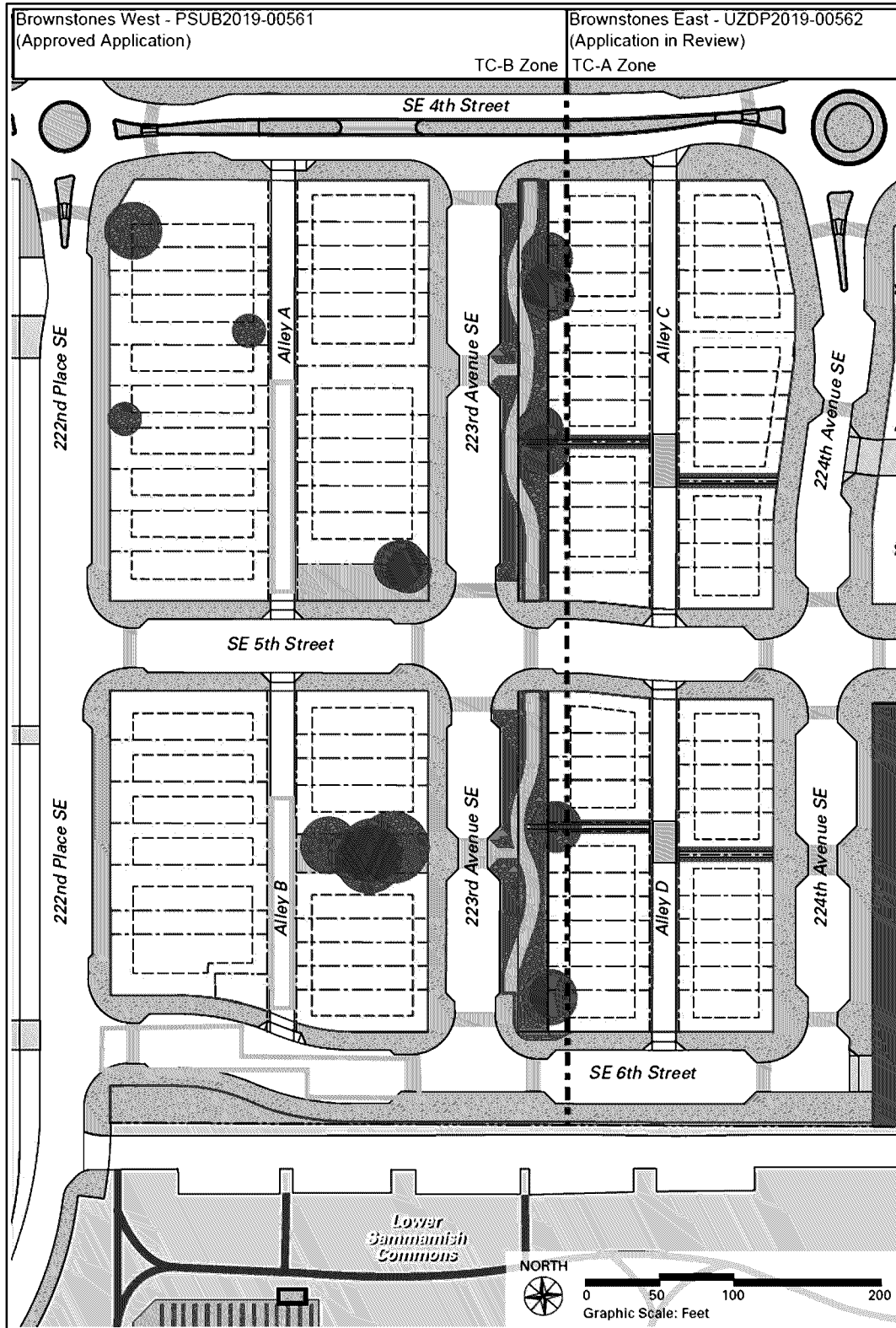


Exhibit C

Proposed Preliminary Subdivision Modifications

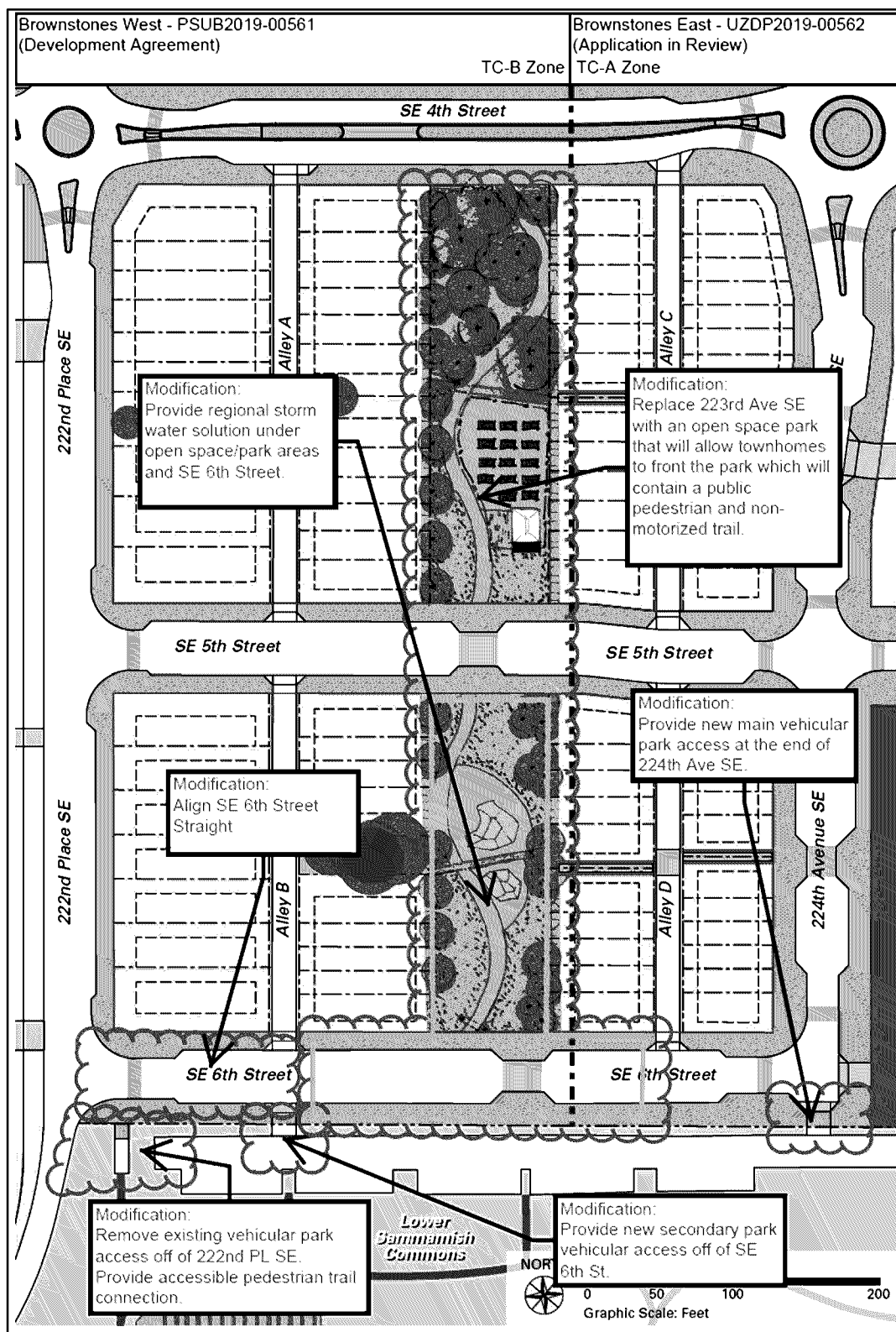


Exhibit D

On Street Parking Availability

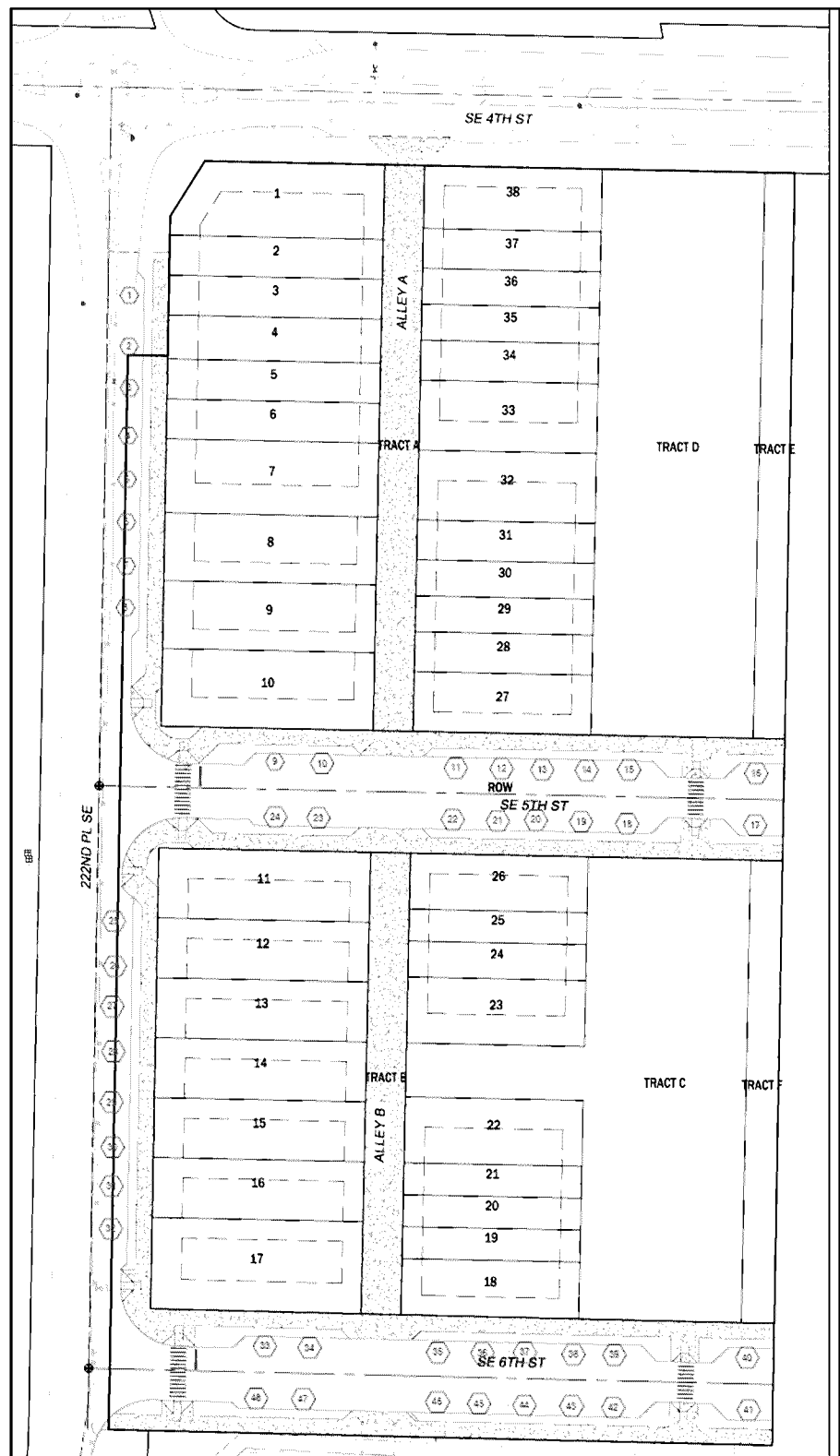


Exhibit E

Townhomes Fronting Open Space

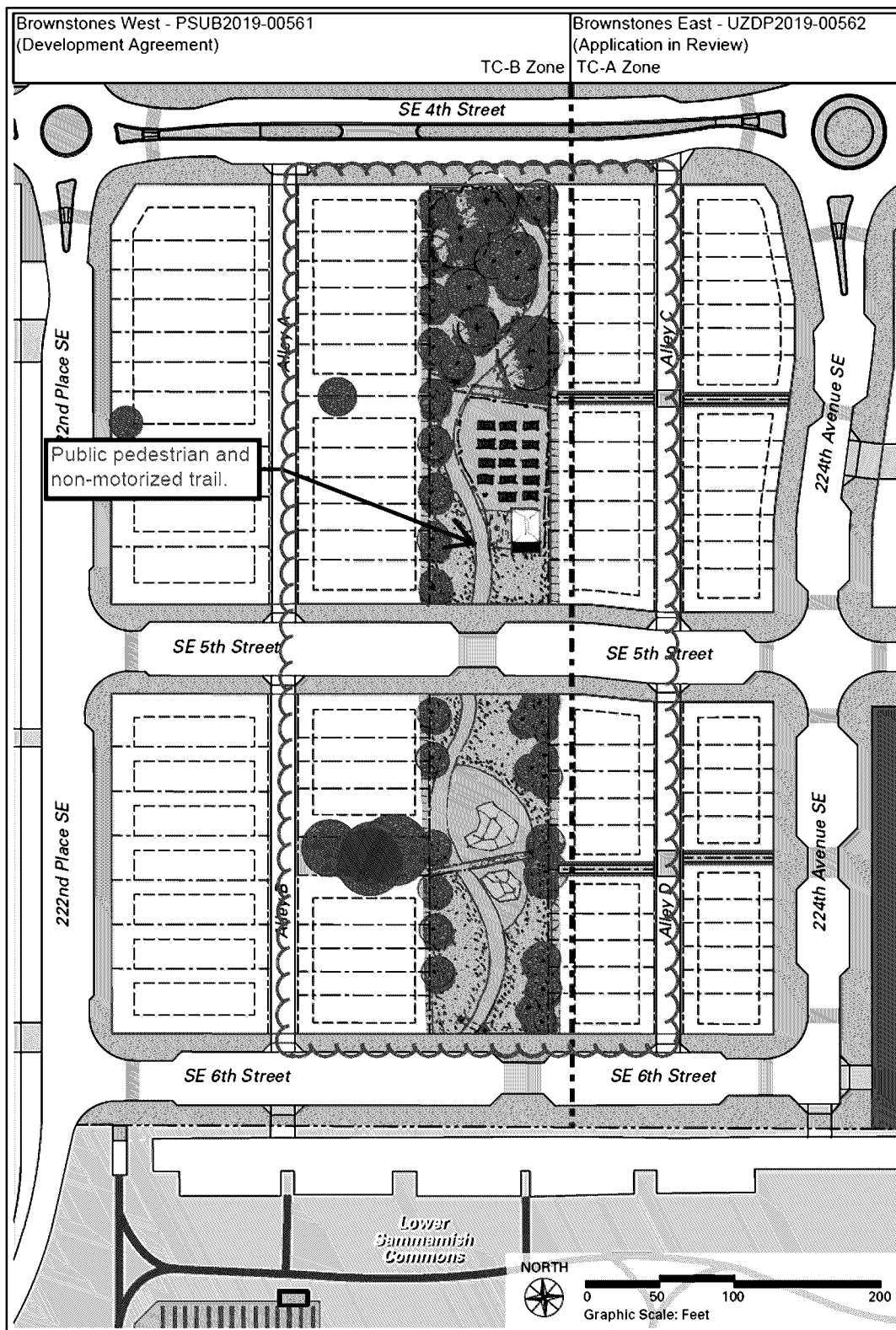


Exhibit F

Schedule for Future Administrative Review of Construction Permits

Start Date	End Date	Task
9/6/2022	12/6/2022	BS West - Development Agreement Approval
9/7/2022	11/6/2022	First Round of Engineering Review (60 Days)
9/12/2022	11/1/2022	Pre-Development Services Review of BS West Modifications
11/6/2022	12/21/2022	Applicant Revisions (45 Days)
12/22/2022	12/22/2022	Second Revised Site Development Plan Submittal
12/30/2022	2/13/2023	Second Round of Engineering Review (45 Days)
2/14/2023	3/31/2023	Applicant Revisions (45 Days)
4/1/2023	4/1/2023	Third Revised Site Development Plan Submittal
4/1/2023	4/16/2023	Third Round of Engineering Review (15 Days)
4/17/2023	4/17/2023	Site Development Permit Issued

Exhibit G-1

Conceptual Plans and Phasing of Improved Access to Lower Sammamish Commons Park

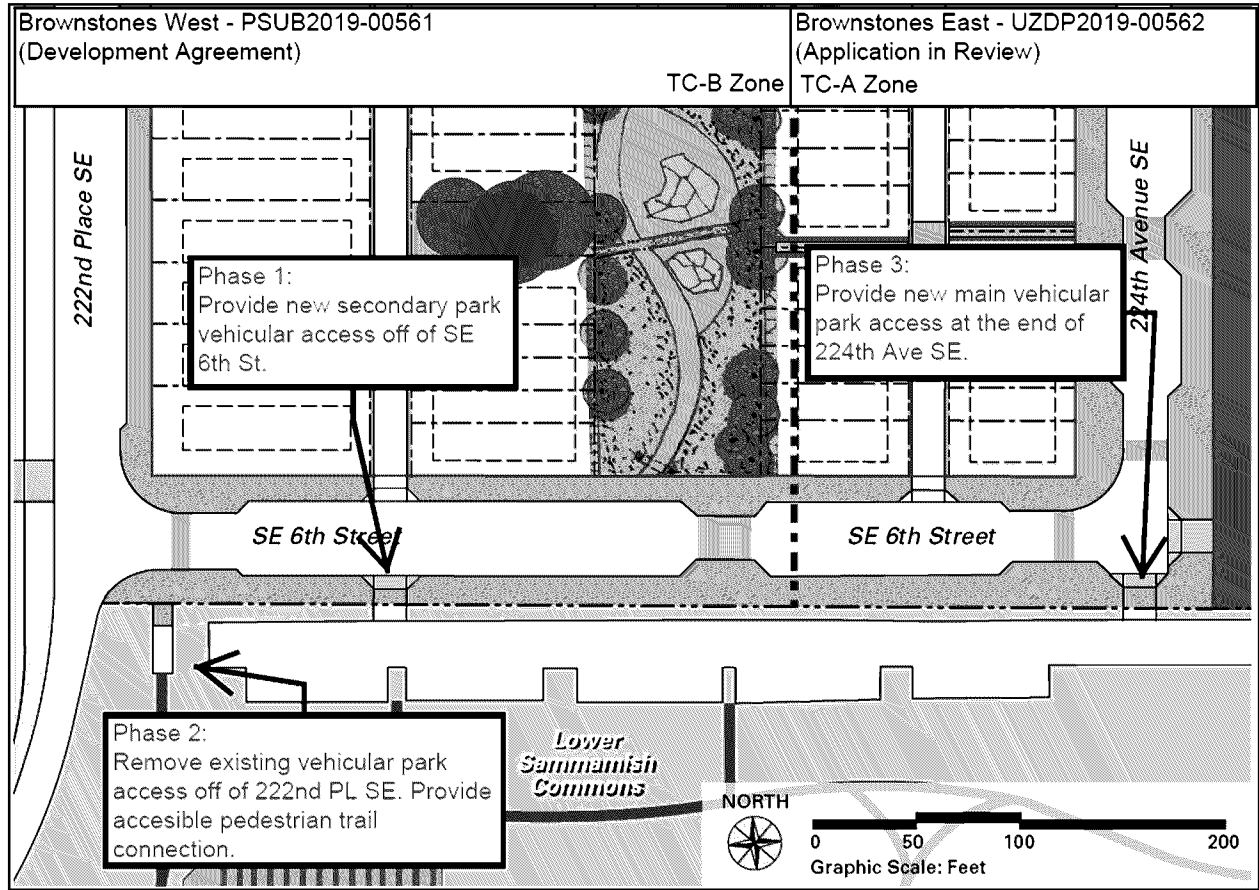
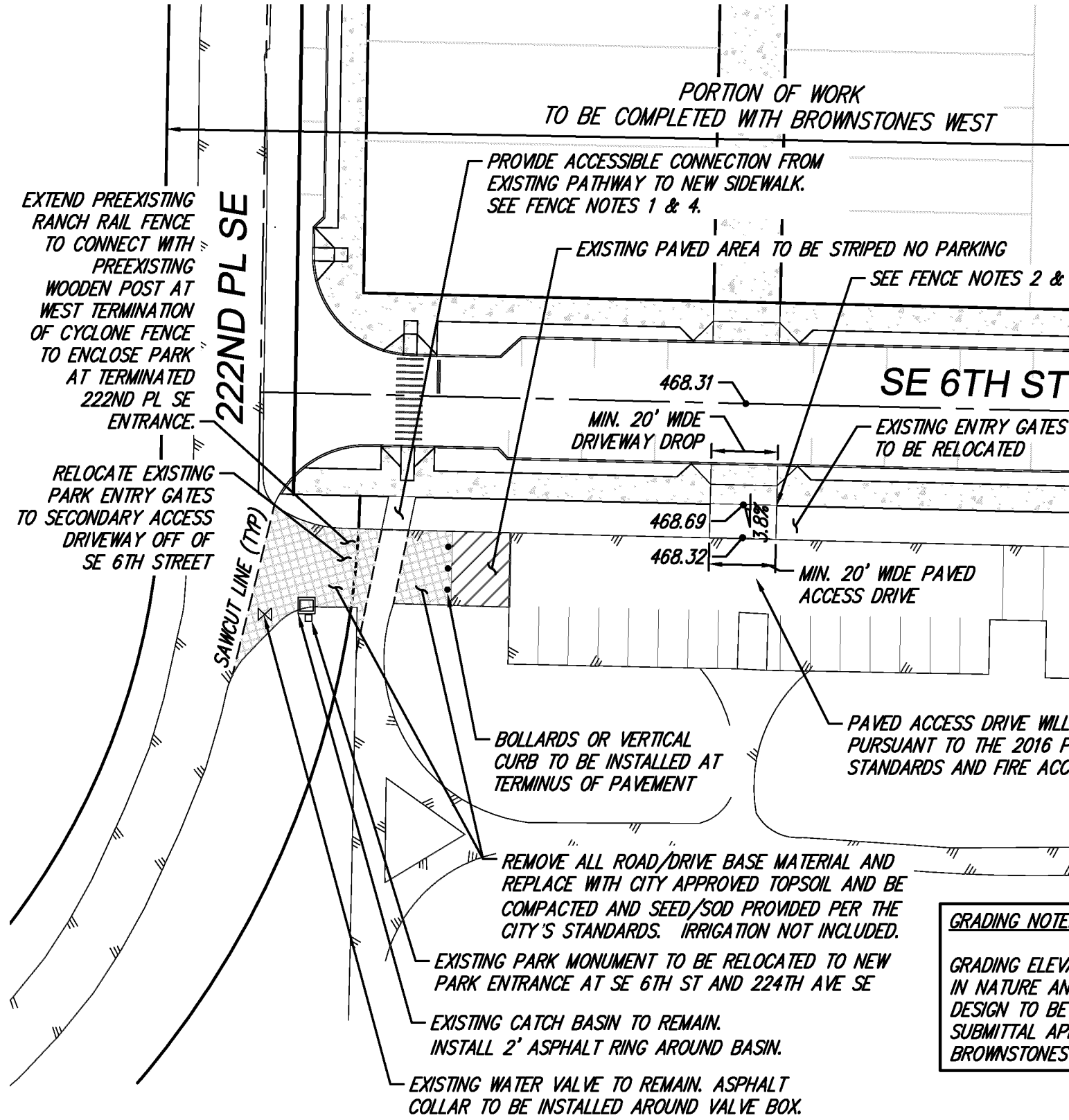


Exhibit G-2
Lower Sammamish Commons Access
Location Details

GENERAL NOTE:
 DESIGN PLAN IS BASED ON REVIEW OF SAMMAMISH COMMONS PARK PHASE IIB ACCESS AND PARKING AS-BUILT PLANS DATED 3/30/2010, WHICH SHOWED NO EXISTING UTILITY LINES THAT WOULD CONFLICT WITH THE PROPOSED DESIGN. COMPLETE DESIGN TO BE SUBMITTED WITH THE SITE DEVELOPMENT PERMIT APPLICATIONS FOR BROWNSTONES WEST AND BROWNSTONES EAST.

- FENCE NOTES:
1. CITY TO IDENTIFY IN THE FIELD THE FE TO CREATE PEDESTRIAN ACCESS FROM
 2. CITY TO IDENTIFY IN THE FIELD THE FE TO CREATE VEHICULAR ACCESS FROM
 3. CITY TO IDENTIFY IN THE FIELD THE FE TO CREATE VEHICULAR ACCESS FROM
 4. WHERE THE CHAIN LINK FENCE IS MOD INSTALL TERMINAL POSTS & HARDWAR AISLES AT LOCATIONS DETERMINED BY



GRADING NOTE:
 GRADING ELEV IN NATURE AN DESIGN TO BE SUBMITTAL AP BROWNSTONES