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Document Title(s)

Renaissance Boardwalk Development Agreement

Reference Number(s) of related documents: N/A

Grantor(s) (Last name, First name and Middle Initial)

Additional Reference #'s on page _____

Kirkland Development, LLC

Additional grantors on page _____

Grantee(s) (Last name, First name and Middle Initial)

City of Vancouver

Additional grantees on page _____

Legal Description: (abbreviated form: i.e. lot, block, plat or section township, range, quarter/quarter)

502290000 - Tideland Tax Lot N0502290.31A

Additional legal is on page 15

Assessor's Property Tax Parcel/Account Number

502290000, 47585000, 38279908, 502300000, 502295000

Additional parcel #'s on page _____

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

I am requesting an emergency nonstandard recording for an additional fee as provided in RCW 36.18.010. I understand that the recording process may cover up or otherwise obscure some part of the text of the original document.

K. Claros

Signature of Requesting Party

**RENAISSANCE BOARDWALK
DEVELOPMENT AGREEMENT**

Between

**THE CITY OF VANCOUVER,
a Washington municipal corporation**

And

**KIRKLAND DEVELOPMENT, LLC,
a Nevada limited liability company**

Dated

July 12, 2021

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Exhibits

- A. Developer Parcel Legal Description
- B. Developer Parcel Survey
- C. Pier Property
- D. Proposed MFTE Public Benefits
- E. Development Plan
- F. Leased Property
- G. Project Schedule
- H. Open Spaces and Pedestrian Ways
- I. Traffic Impact Analysis

**RENAISSANCE BOARDWALK
DEVELOPMENT AGREEMENT**

DATED: July 12, 2021

BETWEEN: THE CITY OF VANCOUVER,
a Washington municipal corporation (the "City")

AND: KIRKLAND DEVELOPMENT, LLC,
a Nevada limited liability company
2370 E 3rd Loop, Suite 100
Vancouver WA 98661 (the "Developer")

RECITALS

Developer has the right to acquire ownership of an approximately 2.03-acre parcel of land east of Interstate 5 and south of SE Columbia Way, fronting the Columbia River. A description of the property is attached as Exhibit A and a survey of the property is attached as Exhibit B ("Developer Parcel"). The City owns certain parcels of land adjacent to the Developer Parcel, which are described and depicted on Exhibit C ("Pier Property"). The Developer intends to build a single phase redevelopment project (the "Project") that seeks to achieve the development goals of the City.

The Project will provide considerable benefits to the community and the general public and is consistent with the City's goals and objectives to provide walkable, vibrant commercial areas. A summary of the proposed MFTE public benefits that will be provided by the Project is attached as Exhibit D.

In order for the City to determine if the Developer's plans for the Project further the goals of the City, and in order for the Developer to obtain the necessary predictability about what design and regulatory standards will apply to the development of the Project, Developer and City desire to enter into this Renaissance Boardwalk Development Agreement ("Agreement").

The development plan for the Project, attached as Exhibit E ("Development Plan"), identifies certain development elements of the Project. The development elements of the Project include the following: Developer will construct four (4) buildings totaling approximately 305,000 square feet. Buildings A, B, and C shown on the Development Plan will include approximately seven (7) to eight (8) restaurants and eateries, with sidewalk cafes separated from the boardwalk by fencing or boundary markers, and retail space on the first floors, tasting rooms and offices on the second floors, and offices or residential on the third floors. Building D shown on the Development Plan will include approximately 11,500 square feet of retail space on the first floor and approximately 195,000 square feet of residential

space on floors two (2) through eight (8). Developer will also construct a boardwalk covering the length of the Developer Parcel along the shoreline bulkhead wall on the north bank of the Columbia River. Onsite parking will consist of twelve (12) surface parking spaces and three hundred four (304) underground parking spaces, which will include sixty-two (62) underground surface spaces and two hundred forty-two (242) underground stacker spaces. On street parallel parking may be located between SW Columbia Way and the existing sidewalk, if there is sufficient right-of-way width. Additional Project details will be provided by Developer in the Master Plan application submittal. All square footage and parking counts are approximate.

The intent of this Agreement is to establish the Development Plan and the design standards provided for in this Agreement as the framework for the future development approvals required for the Project as described below. The execution of this Agreement by the City expressly does not constitute any quasi-judicial or legislative approvals of the Project.

The parties desire to enter into this Agreement in order to establish a collaborative framework to achieve the development goals of the City, and to provide certain basic commitments so that the parties can proceed with further planning and development activities.

The City has the authority to enter into this Agreement pursuant to RCW 36.70B.170(1), and the purposes of this Agreement are consistent with the legislative findings in RCW 36.70B.170(1).

NOW, THEREFORE, in consideration of the mutual promises of the parties set forth in this Agreement, the City and the Developer agree as follows:

SECTION 1 **NATURE OF THIS AGREEMENT**

This Agreement is a development agreement authorized pursuant to RCW 36.70B.170 through RCW 36.70B.210 and VMC 20.250.010 through VMC 20.250.050. Accordingly, it is a contractual agreement between the City and the Developer, subject to the City's approval by resolution adopted following a public hearing as provided for in RCW 36.70B.200 and VMC 20.250.050.

SECTION 2 **EFFECTIVE DATE AND DURATION OF AGREEMENT**

2.1 Effective Date.

This Agreement shall not be effective unless and until it is approved by the City Council of the City of Vancouver as provided in Section 1 above, subject to Section 2.2. The "Effective Date" of this Agreement is the date of the approval by the City Council of the City of Vancouver of the resolution adopting this Agreement.

2.2 Effect of Appeal.

In the event that the resolution of the City Council adopting this Agreement is appealed, then this Agreement shall remain effective during the pendency of the appeal or subsequent appeals; however, the obligations of the parties set forth in this Agreement shall be suspended pending the determination and final outcome of any and all appeals. In the event an appeal is filed, the City and the Developer both agree to vigorously resist any appeal. In the event that an appeal results in an outcome that is not an affirmation of the resolution adopting this Agreement, then the City agrees to reasonably defend its resolution adopting this Agreement. The Developer may appeal any such determination until a final judicial resolution of any and all appeals. In the event that any final appeal of the City's resolution does not affirm the resolution adopting this Agreement, then either the City or the Developer may, by written notice to the other, terminate this Agreement within ninety (90) days of the effective date of any such final appeal.

2.3 Duration.

The duration of this Agreement shall be for a period of ten (10) years commencing on the approval of this Agreement by the City Council as provided in Section 2.1 and the expiration of any appeal rights and terminating at the end of the 10th anniversary of such date ("Term"), unless sooner terminated or extended pursuant to the terms of this Agreement. The City shall have the option, with the Developer's consent, to extend the duration of this Agreement for up to three (3) years if development of the Project is proceeding in good faith. Notwithstanding the foregoing, the Term shall be extended by twice the amount of time lost due to the occurrence of any of the following force majeure events that occur prior to the expiration of the Term: (a) war (whether declared or not), armed conflict or the serious threat of the same (including, but not limited to, hostile attack, blockade, military embargo), hostilities, invasion, act of a foreign enemy, or extensive military mobilization; (b) civil war, riot, rebellion, revolution, military or usurped power, insurrection, civil commotion or disorder, mob violence, or act of civil disobedience; (c) act of terrorism, sabotage, or piracy; (d) plague, epidemic, pandemic, outbreaks of infectious disease, or any other public health crisis, including quarantine or other restrictions imposed by federal, state, or local governments; (d) compliance with any law or governmental order, rule, regulation, direction, curfew restriction, expropriation, compulsory acquisition, seizure of works, requisition, or nationalization; (e) act of God or natural disaster such as, but not limited to, violent storm, cyclone, hurricane, tornado, blizzard, earthquake, volcanic activity, landslide, tsunami, flood, or damage or destruction by lightning or drought; (f) explosion, fire, destruction of machines, equipment, factories and of any kind of installation, or prolonged break-down of transport, telecommunication, or electric current; (g) general labor

disturbance such as, but not limited to, boycott, strike and lock-out, go-slow, or occupation of factories and premises; and (h) shortage or inability to obtain critical material or supplies to the extent not subject to the reasonable control of the Developer.

SECTION 3 **PROJECT SITE**

3.1 Necessary Components of Project Site.

The parties agree that the following parcels of property or property interests are all of the required components of the "Project Site":

3.1.1 The Developer Parcel described on attached Exhibit A;

3.1.2 To the extent necessary to build the Renaissance Boardwalk (as defined in Section 8.2.1), a leasehold estate in the shoreline and submersible lands along the north bank of the Columbia River owned by the Washington State Department of Natural Resources ("DNR") and described and depicted on attached Exhibit F ("Leased Property").

3.2 Assemblage and Acquisition of Project Site.

With respect to the above components of the Project Site, the parties acknowledge and agree as follows.

3.2.1 Upon approval of this Agreement by the City Council as provided in Section 2.1 and the expiration of any appeal rights, Developer will complete its acquisition of the Developer Parcel.

3.2.2 To the extent necessary to build the Renaissance Boardwalk, Developer shall obtain a twenty (20) year extension of the DNR lease for the Leased Property, with four (4) additional five (5) year extensions. Developer will be the lessee under the DNR lease and will perform all lessee obligations under the extended DNR lease.

SECTION 4 **DEVELOPMENT PLAN**

4.1 Development Plan.

In reviewing the Development Plan, the City acted in its proprietary capacity as a party to this Agreement and did not act in its regulatory capacity, and the action of the City in reviewing the Development Plan was not a land use approval.

4.2 Preparation of Development Approvals.

Any application for the Development Approvals (defined below) submitted by the Developer for the Project Site shall be consistent with the Development Plan (attached as Exhibit E), the provisions of this Agreement, and provide for the following:

4.2.1 Development of the Project Site shall be conducted in a single phase, not to exceed thirty-six (36) months from approval of the first building permit, consisting of the construction of retail and residential units on the northern portion of the Project Site, construction of restaurant, office, residential, and retail space on the southern portion of the Project Site, construction of underground parking beneath portions of the Project Site, and

the construction of the Renaissance Boardwalk. A Project schedule, with target dates for land use and building permit submittals, permit approvals, start of construction, and anticipated completion, is attached hereto as Exhibit G ("Project Schedule"). During construction, the currently available Renaissance Trail abutting Columbia Way shall remain available for use.

4.2.2 Restaurant/Retail/Office Uses: No less than 100,000 square feet and no more than 140,000 square feet, up to a height of 35 feet, unless a height increase is approved through the Shoreline Master Plan review;

4.2.3 Residential Uses: No fewer than 190 residential units and no more than 220 residential units, comprising not less than 180,000 square feet, up to a height of 100 feet above ground level or as allowed by the FAA;

4.2.4 Construction Crane: No crane used in construction of the Project will at any time penetrate the Pearson Field Runway 8 Part 77 approach surface as determined by formal FAA approval;

4.2.5 Open space areas in the general configuration and location identified on Exhibit H; and

4.2.6 Uses otherwise allowed in the CX Zone.

4.3 Sustainable Development

4.3.1 All vertical development shall meet at a minimum, the equivalent of a Leadership in Energy Efficiency and Design (LEED) gold standard or better, as published by the U.S. Green Building Council on or before October 19, 2013 (LEED v4) in addition to specific sustainable site features listed in Section 4.3.2. Formal certification is not required; however, Developer shall submit documentation to the City Planning Official that demonstrates that the project meets the requisite standards for such certification, and the Planning Official shall review and approve the documentation prior to issuance of a certificate of occupancy.

4.3.2 Sustainable site features shall include the following: (a) all residential units shall be served entirely by electric power with no use of natural gas; (b) on-site landscaping consisting, as much as possible, of native/adaptive and low-water/drought tolerant plantings; (c) minimum of one hundred (100) electric vehicle charging infrastructure or stations within the parking garage or in the surface parking area; (d) on-site parking in a parking structure using state-of-the art stacking equipment to accommodate the required off-street parking within a smaller footprint; and (e) mitigation of the deteriorated shoreline using native plantings and creation of shallow water habitat, to be detailed in the Site Plan Application.

SECTION 5 LAND USE APPROVALS

5.1 Generally.

In general, the Developer acknowledges that in order to commence construction of the Project, the Developer will need to submit applications for and obtain the City's approval of the land use reviews described below. The Developer acknowledges that by approving the Development Plan, in its proprietary capacity, the City is not thereby approving applications to be submitted for the following described land use approvals set forth in Section 5.2.1.

5.2 Required Land Use Approvals.

5.2.1 The Developer agrees to submit technically complete land use applications to the City for the City approvals listed below ("City Approvals") no later than December 31, 2021. All applications for the City Approvals must be consistent with: (i) the provisions of this Agreement; and (ii) the Development Plan. After submittal of technically complete applications by the date set forth above, the Developer agrees to vigorously pursue the City Approvals. The City Approvals may include, but are not limited to, the following land use approvals: Master Plan approval; Preliminary Plat approval; Site Plan approval; Design Review approval; Level V Tree Plan approval. Shoreline Conditional Use approval; Shoreline Variance approval; Shoreline Substantial Development Permit approval; Archaeology review; and SEPA review

5.2.2 No later than December 31, 2021, Developer agrees to submit to the appropriate state and regional agencies technically complete applications for the following approvals ("Agency Approvals") and vigorously pursue the Agency Approvals: FAA Height Determination; DNR Lease (if needed); Washington Department of Fish and Wildlife (WDFW) approval of in-water work (if needed); Department of Ecology Shoreline Review following City's review and recommendation; Joint Aquatic Resources Permit Application (JARPA); US Army corps of Engineers (USACE) (if needed). The City Approvals and Agency Approvals are sometimes collectively referred to herein as the "Development Approvals."

5.3 City Regulatory Authority.

Notwithstanding the City's execution and approval of this Agreement, the City retains its regulatory authority over the City Approvals referred to in Section 5.2.1. The City shall be free to approve, approve with conditions, or disapprove any or all of the City Approvals referred to in Section 5.2.1, based on the applicable criteria for such approvals. Developer understands that the Washington State Department of Ecology issues the final decision on Shoreline Variance and Shoreline Conditional Use applications following a recommendation from the City. In the event the City disapproves an application for a City Approval, then the Developer shall have no claim or cause of action against the City on account of the City's execution of this Agreement.

5.4 Potential Appeals.

5.4.1 In the event that after the City approves any land use applications referred to in Section 5.2.1, a third-party appeal of a City Approval is filed, then the City agrees to reasonably defend its approval. The Developer may appeal any such determination until there is final judicial resolution of any and all appeals.

5.4.2 The Development Approvals shall be "Final" upon the earlier of: (i) the issuance of the Development Approvals and the expiration of all appeal periods with no appeal being filed; or (ii) the resolution of all appeals in favor of the Development Approvals, with no further appeal being possible.

SECTION 6 VESTING

The Project shall be vested to and have the right to utilize the following uses, design standards, tax benefits, and urban services capacities, including transportation capacity allocations and mitigation measures, through the earlier of the year 2031, as may be extended pursuant to Section 2.3, or termination of this Agreement, as follows:

6.1 Uses.

All uses allowed as of the date of this Agreement under existing zoning, as well as uses set forth in the Development Plan, including conditional uses, will be vested.

6.2 Design Standards.

All setbacks, building height, lot coverage, parking requirements, landscape standards, design and architectural standards, floor area ratio and building coverage standards, and all other land use and zoning-related standards applicable to the development of the Project in effect as of the Effective Date of this Agreement, all as provided for in this Agreement and the Development Plan, as it may be modified by any subsequent land use approvals issued by the City, will be vested.

6.3 Transportation.

6.3.1 Developer has obtained from Charbonneau Engineering a traffic impact analysis for the Project, which is attached hereto as Exhibit I, to determine trip generation and the effect on off-site transportation infrastructure.

6.3.2 The Project shall be vested with 314 P.M. peak-hour trips. The Project's trip generation and distribution to the City's transportation system shall be vested for the term of this Development Agreement, as may be extended pursuant to Section 2.3.

6.3.3 In conjunction with the Site Plan application, Developer will submit a trip debiting memo identifying the number of weekday P.M. peak-hour trips associated with the Project, less existing credited peak-hour trips from current property use or vested as identified in Section 6.3.2.

6.3.4 Developer shall maintain two (2) curb cuts on SE Columbia Way for ingress and egress to the Project.

6.3.5 Project shall receive Traffic Impact Fee Credits of 109 P.M. peak-hour trips for the existing restaurants once they have been demolished, which can be applied to any traffic impact fees owing for the new buildings.

6.4 Tax Benefits.

The Multi-Family Tax Exemption Program, as amended effective April 15, 2021 (MFTE).

6.5 Benefits and Obligations Run with the Land.

The vested rights set forth in Section 6 shall be binding on the Developer Parcel, shall burden and benefit the Developer Parcel, shall run with the land (the Developer Parcel) and shall be binding upon and inure to the benefit of the parties to this Agreement and their respective transferees, successors in interest, or assignees, and shall benefit and bind the City, all according to the terms of this Agreement.

6.6 Environment.

Environmental laws or development requirements shall not vest under this Agreement. Developer shall comply with all environmental law requirements, including standards relating to sustainability and climate action, which are in effect and applicable at the time a development application is submitted for any portion of the Project.

SECTION 7 TERMINATION BASED ON CONDITION SUBSEQUENT

7.1 Termination Events.

In the event any of the following events occur, then either party may terminate this Agreement by written notice to the other within ninety (90) days of the occurrence of such event:

7.1.1 The resolution of the City Council approving this Agreement is ruled invalid by final judicial action.

7.1.2 The Developer fails to obtain Final Development Approvals, including any approval required by an agency with jurisdiction over the project.

7.1.3 Any Development Approval is ultimately resolved in a manner that overturns any such approval.

7.1.4 The Developer is unable to obtain the extended leasehold estate from the DNR referred to in Section 3.2.2.

7.1.5 The Developer is unable to obtain from Clark Public Utilities any necessary permission to demolish the pier on the Pier Property.

7.1.6 The Developer fails to diligently and in good faith pursue the Final City Approvals; provided however, that only the City may terminate under this subsection.

7.1.7 The City fails to diligently and in good faith process the Developer's application for the City Approvals; provided however, that only the Developer may terminate under this subsection.

7.2 Effect of Termination.

A termination elected pursuant to Section 7.1 shall terminate this Agreement in its entirety.

SECTION 8 **ADDITIONAL PROJECT REQUIREMENTS**

The following are additional requirements and agreements between the City and the Developer with respect to the Project.

8.1 Multi-Family Housing Tax Exemption Program.

The City Council extended the MFTE to cover the Project Site. The MFTE includes the eight (8) year market rate option and certain public benefit requirements.

8.2 Open Spaces and Pedestrian Ways.

8.2.1 Renaissance Boardwalk. The at grade footprint of Buildings A, B, and C will be at least fifteen (15) feet from the shoreline bulkhead wall. Between the shoreline bulkhead wall and Buildings A, B, and C, Developer will construct a boardwalk and certain improvements ("Renaissance Boardwalk") across the length of the Developer Parcel between the public sidewalk to the west of the Property to the property line between the Property and connecting to the waterfront path on the National Park Service property to the east of the Property. The Renaissance Boardwalk shall be constructed by Developer at Developer's sole cost and expense and shall be owned and maintained by Developer. As part of the construction of the Renaissance Boardwalk, Developer will reconstruct the access to the Renaissance Boardwalk from the public sidewalk to the west of the Project. The City will grant Developer a construction easement or license for the purpose of reconstructing the public access on City property to the Renaissance Boardwalk. Developer will grant a non-revocable public access easement of not less than fifteen (15) feet in width with no encroachment by outdoor dining or other features (except benches, trash cans, and lighting subject to City approval) to allow the general public access over the Renaissance Boardwalk, subject to reasonable terms and rules and regulations designed to protect public safety and private property and agreed to by the City. After the issuance of the Final Development Approvals with conditions acceptable to the Developer, the Developer agrees to demolish the existing pier on the Pier Property, at no cost to the City and subject to any agency permit approvals and requirements. Developer will obtain any necessary agency permits and permission from Clark Public Utilities in order to accomplish the demolition of the existing pier. At the time Developer demolishes the pier, Developer will remove the existing signage from the shoreline bulkhead wall. No new signage shall be placed on the wall. The City

agrees to favorably consider the removal of the pier as a public benefit for purposes of meeting the MFTE market rate option requirements.

8.2.2 Use of Open Spaces and Pedestrian Ways. The Developer agrees that all open spaces and pedestrian ways within the Project, as identified on Exhibit H, will be open to the general public and the boardwalk shall be subject to non-revocable public access easement, subject only to reasonable rules and regulations designed to protect public safety and private property and as agreed to by the City.

8.2.3 Memorials. Developer will reinstall the historic survey marker and memorialize the marker with a plaque placed on the Property at the current location of the survey marker and accessible to the public, and will memorialize the Witness Tree previously located on the Property with an eight (8) to ten (10) foot stylized metal tree and marker. Developer shall be responsible for maintaining these markers in good condition.

8.3 Charges for Off-Site Impacts and System Development Charge Credits.

8.3.1 Improvements are planned for the intersection of Columbia House Boulevard and Grove Street/Highway 14 off-ramp, including street widening and installation of new traffic signals. Developer will be charged its proportionate share fee for 18 A.M. peak-hour trips at \$600.00 per trip being generated by the Project using the Columbia House Boulevard and Grove Street/Highway 14 off-ramp. Developer may use any remaining TIF or other development credits from Section 8.2.1 to pay the fee.

8.3.2 Subject to Section 14.04.235 of the VMC and the provisions of Resolution M-2492, the City has determined that the Developer shall receive systems development charge credits in the following amounts when the existing restaurants on the Property are demolished: (a) water credits in the amount of \$37,760.00, and (b) sewer credits in the amount of \$92,246.67. Developer may apply these credits to any parcel or building in the Project.

SECTION 9 GENERAL PROVISIONS

9.1 Waiver.

The failure of either party at any time to require performance of any provision of this Agreement shall not limit the party's right to enforce the provision, nor shall any waiver of any breach of any provision constitute a waiver of any succeeding breach of that provision or a waiver of that provision itself.

9.2 Prior Agreements.

This Agreement is the entire, final, and complete agreement of the parties pertaining to the matters covered by this Agreement, and supersedes and replaces all prior or existing written and oral agreements between the parties and/or their representatives relating to the same matters.

9.3 Notices.

Any notice under this Agreement shall be in writing and shall be effective when actually delivered in person, or one (1) business day after deposit with a nationally recognized overnight courier service, with charges pre-paid, or three (3) days after being deposited in the U.S. mail, registered or certified, return-receipt requested, postage prepaid and addressed to the party at the address set forth below or such other address as either party may designate by written notice to the other.

If to the City: City of Vancouver
 PO Box 1995
 Vancouver WA 98668
 Attn: Eric Holmes, City Manager

With a copy to: Office of the City Attorney
 Jonathan Young
 Vancouver WA 98668
 Attn: Assistant City Attorney

If to the Developer: Kirkland Development LLC
 2370 E 3rd Lp Ste 100
 Vancouver WA 98661
 Attn: Dean Kirkland, Chairman

With a copy to: Jordan Ramis PC
 Two Centerpointe Drive 6th Floor
 Lake Oswego OR 97035
 Attn: Thomas B. Eriksen

9.4 Applicable Law; Venue.

This Agreement has been entered into in Washington, and the Project Site is located in Washington. The parties agree that the laws of the state of Washington shall be used in construing this Agreement and enforcing the rights and remedies of the parties. Venue shall be in the Superior Court for Clark County, Washington; provided that, if litigation is properly brought in federal court, venue shall be in the U.S. District Court for the Western District of Washington.

9.5 Attorneys' Fees.

In the event of litigation to enforce or interpret this Agreement, the prevailing party shall recover its litigation costs, disbursements, paralegal fees, expert fees, and attorneys' fees as determined by the judge at trial or upon any appeal or petition for review.

9.6 Brokerage Commissions.

Neither the City nor the Developer have used a real estate broker, agent, or finder in connection with this Agreement. Each party (for purposes of this Section, the "Indemnitor") agrees to defend, indemnify, and hold harmless the other party (for purposes of this Section,

the "Indemnatee") from and against any and all commissions or fees and arising out of the actions of the Indemnitor.

9.7 Invalid Provision.

If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws, such provision shall be severable, this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never been a part of this Agreement, and the remaining provisions of this Agreement shall remain in full force and effect and not be affected by such illegal, invalid, or unenforceable provision or by its severance.

9.8 Time.

Time is of the essence in this Agreement.

9.9 City Inspection Rights.

The City shall be entitled at any reasonable time, to come upon any portion of the Project Site for purposes of inspecting the Project Site and the Developer's development of such portions for purposes of determining the Developer's compliance with its obligations under this Agreement. The City shall comply with any safety regulations generally imposed by the Developer with respect to construction activities on the Project Site.

9.10 Defined Terms.

A word that is capitalized and is not the first word in a sentence or is set off in quotation marks is a defined term. A defined term has the meaning given to it when first used in this Agreement.

9.11 Exhibits.

All Exhibits to this Agreement are an integral part of this Agreement and are incorporated into the text of this Agreement by reference.

9.12 Assignment.

Except as expressly provided in this Section 10.13, neither party may assign its respective rights or obligations under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, the Developer may assign its rights and obligations under this Agreement without the City's prior written consent to an entity controlled by or under common control of the Developer or its principals.

9.13 Amendment.

Any amendment to or modification of this Agreement must be in writing and signed by the parties.

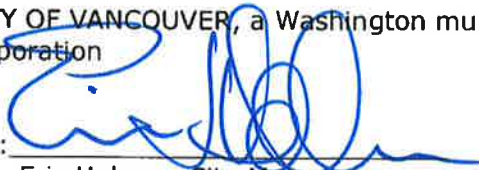
9.14 Binding Agreement.

This Agreement shall inure to the benefit of and be binding on the parties hereto and their respective successors and permitted assigns.

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement to be effective as of the date set forth above.

CITY:

CITY OF VANCOUVER, a Washington municipal corporation


By: _____
Eric Holmes, City Manager

Approved as to form: *Attested by:*

By: *Natasha Ramras*

Natasha Ramras, CFO, City Clerk

Approved as to form:


By: _____
Jonathan Young, City Attorney

DEVELOPER:

KIRKLAND DEVELOPMENT, LLC, a Nevada limited liability company


By: _____
Dean Kirkland, Chairman

[acknowledgements on following page]

STATE OF WASHINGTON)
)ss
COUNTY OF CLARK)

I hereby certify that I know or have satisfactory evidence that Eric Holmes is the person who appeared before me, and that said person acknowledged that he is authorized to execute the foregoing document and acknowledges it as the City Manager of the City of Vancouver to be the free and voluntary act of such party for the uses and purposes therein mentioned.

Dated this 3rd day of SEPTEMBER, 2021

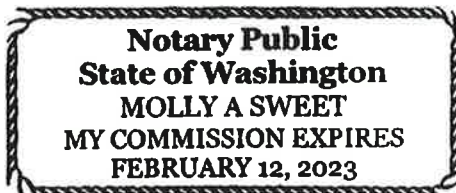



NOTARY PUBLIC for the State of Washington
Residing in the County of Clark
My Commission Expires: 4/16/2024

STATE OF WASHINGTON)
)ss
COUNTY OF CLARK)

I hereby certify that I know or have satisfactory evidence that Dean Kirkland is the person who appeared before me, and that said person acknowledged that he is authorized to execute the foregoing document and acknowledges it as the Chairman of Kirkland Development, LLC, a Nevada limited liability company, to be the free and voluntary act of such party for the uses and purposes therein mentioned.

Dated this 2ND day of AUGUST, 2021





NOTARY PUBLIC for the State of Washington
Residing in the County of Clark
My Commission Expires: FEBRUARY 12, 2023

EXHIBIT A

Developer Parcel Legal Description

PARCEL I

A PORTION OF THE LOTS 1, 2, 7 AND 8, BLOCK 1, WEST VANCOUVER, ACCORDING TO THE PLAT THEREOF, RECORDED IN BOOK "B" OF PLATS, PAGE 40, RECORDS OF CLARK COUNTY, WASHINGTON, AND A PORTION OF THE U.S. MILITARY RESERVATION, A PORTION OF TRACT 30, VANCOUVER TIDE LANDS AND A PORTION OF THAT CERTAIN TRACT OF LAND CONVEYED TO GEORGE H. KILLIAN BY WARRANTY DEED RECORDED UNDER AUDITOR'S FILE NO. G 695461, RECORDS OF CLARK COUNTY, WASHINGTON, ALSO INCLUDING A PORTION OF THE RIGHT OF WAY OF COLUMBIA WAY VACATED PER VACATION ORDINANCE M-1892, RECORDED UNDER AUDITOR'S FILE NO. 7812150085, RECORDS OF CLARK COUNTY, LOCATED IN A PORTION OF THE SOUTHEAST QUARTER OF SECTION 27, TOWNSHIP 2 NORTH, RANGE 1 EAST OF THE WILLAMETTE MERIDIAN, CLARK COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT A 3 1/2 INCH BRASS DISC AT THE SOUTHEAST CORNER OF THE AMOS SHORT DONATION LAND CLAIM, SAID CORNER BEING AT THE INTERSECTION OF THE WEST LINE OF THE U.S. MILITARY RESERVATION AND THE MEANDER LINE OF THE COLUMBIA RIVER;

THENCE SOUTH 46°43'19" EAST, ALONG SAID MEANDER LINE, FOR A DISTANCE OF 7.87 FEET;

THENCE SOUTH 43°08'58" EAST, CONTINUING ALONG SAID MEANDER LINE, FOR A DISTANCE OF 181.11 FEET;

THENCE NORTH 32°43'54" EAST, FOR A DISTANCE OF 31.02 FEET;

THENCE NORTH 57°16'06" WEST, FOR A DISTANCE OF 12.00 FEET;

THENCE NORTH 32°43'54" EAST, FOR A DISTANCE OF 117.00 FEET;

THENCE NORTH 64°23'30" WEST, FOR A DISTANCE OF 80.50 FEET;

THENCE NORTH 78°02'30" WEST, FOR A DISTANCE OF 62.00 FEET;

THENCE NORTH 12°51'37" EAST, FOR A DISTANCE OF 28.91 FEET TO THE SOUTH RIGHT OF WAY LINE OF COLUMBIA WAY;

THENCE ALONG SAID SOUTH RIGHT OF WAY LINE BEING THE ARC OF A 379.30 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT, THE LONG CHORD OF WHICH BEARS SOUTH 86°29'41" WEST, FOR A CHORD DISTANCE OF 170.50 FEET THROUGH A CENTRAL ANGLE OF 25°58'35", FOR AN ARC DISTANCE OF 171.96 FEET;

THENCE SOUTH 73°30'15" WEST, CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE, FOR A DISTANCE OF 33.26 FEET TO THE WEST LINE OF TRACT 30, VANCOUVER TIDE LANDS;

THENCE SOUTH 00°44'45" WEST, ALONG THE WEST LINE OF SAID TRACT 30, FOR A DISTANCE OF 20.94 FEET;

THENCE NORTH 73°30'15" EAST, FOR A DISTANCE OF 39.46 FEET;

THENCE ALONG THE ARC OF A 359.30 FOOT RADIUS TANGENT CURVE TO THE RIGHT, THE LONG CHORD OF WHICH BEARS NORTH 78°35'36" EAST, FOR A CHORD DISTANCE OF 63.71 FEET THROUGH A CENTRAL ANGLE OF 10°10'24", FOR AN ARC DISTANCE OF 63.80 FEET;

THENCE SOUTH 00°44'45" WEST, FOR A DISTANCE OF 51.92 FEET;

THENCE SOUTH 89°15'15" EAST, FOR A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING.

PARCEL II

A PORTION OF THE LOTS 1, 2, 7 AND 8, BLOCK 1, WEST VANCOUVER, ACCORDING TO THE PLAT THEREOF, RECORDED IN BOOK "B" OF PLATS, PAGE 40, RECORDS OF CLARK COUNTY, WASHINGTON, AND A PORTION OF THE U.S. MILITARY RESERVATION, A PORTION OF TRACT 30, VANCOUVER TIDE LANDS AND A PORTION OF THAT CERTAIN TRACT OF LAND CONVEYED TO GEORGE H. KILLIAN BY WARRANTY DEED RECORDED UNDER AUDITOR'S FILE NO. G 695461, RECORDS OF CLARK COUNTY, WASHINGTON, ALSO INCLUDING A PORTION OF THE RIGHT OF WAY OF COLUMBIA WAY VACATED PER VACATION ORDINANCE M-1892, RECORDED UNDER AUDITOR'S FILE NO. 7812150085, RECORDS OF CLARK COUNTY, LOCATED IN A PORTION OF THE SOUTHEAST QUARTER OF SECTION 27, TOWNSHIP 2 NORTH, RANGE 1 EAST OF THE WILLAMETTE MERIDIAN, CLARK COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT A 3 1/2 INCH BRASS DISC AT THE SOUTHEAST CORNER OF THE AMOS SHORT DONATION LAND CLAIM, SAID CORNER BEING AT THE INTERSECTION OF THE WEST LINE OF SAID U.S. MILITARY RESERVATION AND THE MEANDER LINE OF THE COLUMBIA RIVER;

THENCE SOUTH 22°40'48" WEST, ALONG THE WEST LINE OF SAID U.S. MILITARY RESERVATION, FOR A DISTANCE OF 113.64 FEET TO THE NORTH LINE OF THAT CERTAIN TRACT OF LAND CONVEYED TO CITY OF VANCOUVER BY DEED RECORDED UNDER AUDITOR'S FILE NO. 9005240068, RECORDS OF CLARK COUNTY, WASHINGTON;

THENCE NORTH 62°05'00" WEST, ALONG SAID NORTH LINE, FOR A DISTANCE OF 98.38 FEET TO THE WEST LINE OF SAID TRACT 30, VANCOUVER TIDE LANDS;

THENCE NORTH 00°44'45" EAST, ALONG THE WEST LINE OF SAID TRACT 30, FOR A DISTANCE OF 87.30 FEET;

THENCE NORTH 73°30'15" EAST, FOR A DISTANCE OF 39.46 FEET;

THENCE ALONG THE ARC OF A 359.30 FOOT RADIUS TANGENT CURVE TO THE RIGHT, THE LONG CHORD OF WHICH BEARS NORTH 78°35'36" EAST, FOR A CHORD DISTANCE OF 63.71 FEET THROUGH A CENTRAL ANGLE OF 10°10'24", FOR AN ARC DISTANCE OF 63.80 FEET;

THENCE SOUTH 00°44'45" WEST, FOR A DISTANCE OF 51.92 FEET;

THENCE SOUTH 89°15'15" EAST, FOR A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING.

PARCEL III

A PORTION OF THE U.S. MILITARY RESERVATION, TRACT 31, VANCOUVER TIDE LANDS AND A PORTION OF THAT CERTAIN TRACT OF LAND CONVEYED TO GEORGE H. KILLIAN BY WARRANTY DEED RECORDED UNDER AUDITOR'S FILE NO. G 695461, RECORDS OF CLARK COUNTY, WASHINGTON, LOCATED IN PORTIONS OF THE SOUTHEAST QUARTER OF SECTION 27 AND THE NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 2 NORTH, RANGE 1 EAST OF THE WILLAMETTE MERIDIAN, CLARK COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT A 3 1/2 INCH BRASS DISC AT THE SOUTHEAST CORNER OF THE AMOS SHORT DONATION LAND CLAIM, SAID CORNER BEING AT THE INTERSECTION OF THE WEST LINE OF THE U.S. MILITARY RESERVATION AND THE MEANDER LINE OF THE COLUMBIA RIVER;

THENCE SOUTH 46°43'19" EAST, ALONG SAID MEANDER LINE, FOR A DISTANCE OF 7.87 FEET;

THENCE SOUTH 43°08'58" EAST, CONTINUING ALONG SAID MEANDER LINE, FOR A DISTANCE OF 181.11 FEET;

THENCE SOUTH 32°43'54" WEST, FOR A DISTANCE OF 68.99 FEET TO THE INNER HARBOR LINE OF THE COLUMBIA RIVER;

THENCE NORTH 64°25'39" WEST, ALONG SAID INNER HARBOR LINE, FOR DISTANCE OF 160.69 FEET TO THE EASTERLY LINE OF THAT CERTAIN TRACT OF LAND CONVEYED TO THE CITY OF VANCOUVER BY DEED RECORDED UNDER AUDITOR'S FILE NO. 9005240068, RECORDS OF CLARK COUNTY, WASHINGTON;

THENCE NORTH 72°55'00" EAST, ALONG SAID EASTERLY LINE, FOR A DISTANCE OF 20.35 FEET TO AN ANGLE POINT THEREIN;

THENCE SOUTH 57°26'30" EAST, CONTINUING ALONG SAID EASTERLY LINE, FOR A DISTANCE OF 30.75 FEET TO AN ANGLE POINT THEREIN;

THENCE NORTH 32°34'30" EAST, CONTINUING ALONG SAID EASTERLY LINE, FOR A DISTANCE OF 0.50 FEET TO AN ANGLE POINT THEREIN;

THENCE NORTH 11°56'06" WEST, CONTINUING ALONG SAID EASTERLY LINE, FOR A DISTANCE OF 6.31 FEET TO THE NORTHERLY LINE OF SAID CITY OF VANCOUVER TRACT;

THENCE NORTH 57°26'30" WEST, ALONG SAID NORTHERLY LINE, FOR A DISTANCE OF 26.33 FEET TO AN ANGLE POINT THEREIN;

THENCE NORTH 27°55'00" EAST, CONTINUING ALONG SAID NORTHERLY LINE, FOR A DISTANCE OF 3.63 FEET TO AN ANGLE POINT THEREIN;

THENCE NORTH 62°05'00" WEST, CONTINUING ALONG SAID NORTHERLY LINE, FOR A DISTANCE OF 16.97 FEET TO THE WEST LINE OF SAID U.S. MILITARY RESERVATION;

THENCE NORTH 22°40'48" EAST, ALONG THE WEST LINE OF SAID U.S. MILITARY RESERVATION, FOR A DISTANCE OF 113.64 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL IV

A PORTION OF THE U.S. MILITARY RESERVATION AND A PORTION OF THAT CERTAIN TRACT OF LAND CONVEYED TO GEORGE H. KILLIAN BY WARRANTY DEED RECORDED UNDER AUDITOR'S FILE NO. G 695461, RECORDS OF CLARK COUNTY, WASHINGTON, LOCATED IN PORTIONS OF THE SOUTHEAST QUARTER OF SECTION 27 AND THE NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 2 NORTH, RANGE 1 EAST OF THE WILLAMETTE MERIDIAN, CLARK COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST EASTERLY CORNER OF SAID KILLIAN TRACT, SAID CORNER BEARING SOUTH 77°35'47" EAST, A DISTANCE OF 362.77 FEET FROM A 3 1/2 INCH BRASS DISC AT THE SOUTHEAST CORNER OF THE AMOS SHORT DONATION LAND CLAIM, SAID CORNER OF THE KILLIAN TRACT ALSO BEING ON THE SOUTH RIGHT OF WAY LINE OF COLUMBIA WAY;

THENCE SOUTH 32°43'54" WEST, ALONG THE EAST LINE OF SAID KILLIAN TRACT, FOR A DISTANCE OF 191.00 FEET TO THE MEANDER LINE OF THE COLUMBIA RIVER;

THENCE NORTH 55°08'53" WEST, ALONG SAID MEANDER LINE, FOR A DISTANCE OF 93.69 FEET TO AN ANGLE POINT THEREIN;

THENCE NORTH 43°08'58" WEST, CONTINUING ALONG SAID MEANDER LINE, FOR A DISTANCE OF 65.14 FEET;

THENCE NORTH 32°43'54" EAST, FOR A DISTANCE OF 31.02 FEET;

THENCE NORTH 57°16'06" WEST, FOR A DISTANCE OF 12.00 FEET;

THENCE NORTH 32°43'54" EAST, FOR A DISTANCE OF 117.00 FEET;

THENCE NORTH 64°23'30" WEST, FOR A DISTANCE OF 80.50 FEET;

THENCE NORTH 78°02'30" WEST, FOR A DISTANCE OF 62.00 FEET;

THENCE NORTH 12°51'37" EAST, FOR A DISTANCE OF 28.91 FEET TO SAID SOUTH RIGHT OF WAY LINE;

THENCE ALONG SAID SOUTH RIGHT OF WAY LINE BEING THE ARC OF A 379.30 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT, THE LONG CHORD OF WHICH BEARS SOUTH 68°16'53" EAST, FOR A

CHORD DISTANCE OF 160.77 FEET THROUGH A CENTRAL ANGLE OF 24°28'16", FOR AN ARC DISTANCE OF 162.00 FEET;

THENCE SOUTH 56°02'45" EAST, CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE, FOR A DISTANCE 47.40 FEET;

THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE BEING THE ARC OF A 5760.00 FOOT RADIUS TANGENT CURVE TO THE LEFT, THE LONG CHORD OF WHICH BEARS SOUTH 56°35'57" EAST, FOR A CHORD DISTANCE OF 111.28 FEET THROUGH A CENTRAL ANGLE OF 01°06'25", FOR AN ARC DISTANCE OF 111.28 FEET TO THE POINT OF BEGINNING.

PARCEL V

A PORTION OF TRACT 31, VANCOUVER TIDE LANDS AND A PORTION OF THAT CERTAIN TRACT OF LAND CONVEYED TO GEORGE H. KILLIAN BY WARRANTY DEED RECORDED UNDER AUDITOR'S FILE NO. G 695461, RECORDS OF CLARK COUNTY, WASHINGTON, LOCATED IN PORTIONS OF THE SOUTHEAST QUARTER OF SECTION 27 AND THE NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 2 NORTH, RANGE 1 EAST OF THE WILLAMETTE MERIDIAN, CLARK COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST EASTERLY CORNER OF SAID KILLIAN TRACT, SAID CORNER BEARING SOUTH 77°35'47" EAST, A DISTANCE OF 362.77 FEET FROM A 3 1/2 INCH BRASS DISC AT THE SOUTHEAST CORNER OF THE AMOS SHORT DONATION LAND CLAIM, SAID CORNER OF THE KILLIAN TRACT ALSO BEING ON THE SOUTH RIGHT OF WAY LINE OF COLUMBIA WAY;

THENCE SOUTH 32°43'54" WEST, ALONG THE EAST LINE OF SAID KILLIAN TRACT, FOR A DISTANCE OF 191.00 FEET TO THE MEANDER LINE OF THE COLUMBIA RIVER AND THE TRUE POINT OF BEGINNING;

THENCE SOUTH 32°43'54" WEST, CONTINUING ALONG THE EAST LINE OF SAID KILLIAN TRACT, FOR A DISTANCE OF 29.94 FEET TO THE INNER HARBOR LINE OF THE COLUMBIA RIVER;

THENCE NORTH 64°25'39" WEST, ALONG SAID INNER HARBOR LINE, FOR A DISTANCE OF 158.03 FEET;

THENCE NORTH 32°43'54" EAST, FOR A DISTANCE OF 68.99 FEET TO SAID MEANDER LINE;

THENCE SOUTH 43°08'58" EAST, ALONG SAID MEANDER LINE, FOR A DISTANCE OF 65.14 FEET TO AN ANGLE POINT THEREIN;

THENCE SOUTH 55°08'53" EAST, CONTINUING ALONG SAID MEANDER LINE, FOR A DISTANCE OF 93.69 FEET TO THE TRUE POINT OF BEGINNING.

EXHIBIT C
Pier Property

Tideland Lot 502291

West Vancouver #3 Block 2

(See attached)



EXHIBIT D

Proposed MFTE Public Benefits

Renaissance Trail

Along the Renaissance Trail, the Developer proposes to install interpretive kiosks to tell some of the history of the Project Site. The process the design team will undertake to define the appropriate history for the site will include:

1. Work with City of Vancouver Community and Economic Development Director to establish the stakeholder's group.
2. Work with stakeholders' group to define narrative and history of the site.
3. Work with City of Vancouver DEI Director to ensure history description aligns with the goals of the department and City of Vancouver.
4. Work with the City of Vancouver Culture, Art & Heritage Commission to finalize the public art design and confirm consistency with the City's Culture, Art and Heritage Plan.

Potential site history narratives that could be commemorated with interpretive markers:

- a. **Indigenous Peoples:** In conjunction with local historians, tribes, and other sources, provide acknowledgment of indigenous peoples who inhabited the land.
- b. **The Naming of Vancouver:** Lt. William Broughton, who in 1792 explored up the Columbia River by as many as 100 miles, named Vancouver after his commanding officer, Captain George Vancouver.
- c. **Lewis and Clark Expedition:** In the early in 1800s, Lewis and Clark camped just east of what is now Captain William Clark Park at Cottonwood Beach while returning from their famous expedition to the Pacific Ocean.
- d. **Fort Vancouver Was Born:** In 1825, Dr. James McLoughlin moved the northwest headquarters of the Hudson's Bay Company upriver from Astoria to a more favorable setting — now called Fort Vancouver.
- e. **The waterfront bustled with business:** An 1891 directory listed five sawmills, two sash-and-door factories, a box factory, three brickyards, and a brewery owned by Henry Weinhard on the Columbia River waterfront. The area was a transportation hub with a ferry landing, rail stops, and hotels.

Renaissance Boardwalk (Public Path)

The pier adjacent to the Columbia River has been in disrepair and closed to the public for over a decade. The two restaurants currently located on the Project Site have not maintained the public way and it has not been accessible to the public for decades. The Renaissance Boardwalk Development will restore public access along the river with the construction of the Renaissance Boardwalk path. The Renaissance Boardwalk will connect the west end of the site to the National Park Service trails at the east end of the site. Enhancing the Renaissance Boardwalk will be two special and significant public realm art pieces. Vancouver history that will be commemorated on the Renaissance Boardwalk includes:

- a. **The Witness Tree**, which stood witness to the rich history of our region:
 - i. The proud tree overlooked the peace pipe meeting of local Native American chiefs early in the early 1800s.
 - ii. The location of the Witness Tree was known to be the landing point of the Hudson's Bay Company fur traders around 1824.
 - iii. General O.O. Howard fixed the military post survey lines with the Witness Tree at its southwest corner.

- iv. Surveyors who surveyed the southwestern portion of Washington State drove a copper stake into the tree, anchoring it even more firmly into our history.
- b. **The first corner monument** established in Washington. This monument is the original SW corner of the Fort Vancouver Military Reservation, the SE corner of the Amos Short Donation Land Claim, and the SE corner of the Townsite of Vancouver as originally platted in 1860.

Demolition of Pier

The public City pier adjacent to the Project Site has fallen into disrepair and many years ago was fenced off due to the unsafe condition. The City is unable to maintain or repair the pier for public use and it is no longer an asset for the community. As part of the Project, the Developer will remove the existing pier.

Public Realm – connecting the Renaissance Trail to the Renaissance Boardwalk

The current connection of the Renaissance Trail to the Pier and the proposed Renaissance Boardwalk path has fallen into disrepair and does not meet ADA standards. The Renaissance Boardwalk Development Project will include rebuilding this section of the public realm and upgrading it to ADA standards. The Developer will work with the parks department to re-landscape the area. This rebuilt west connection will connect to the Renaissance Boardwalk.

EXHIBIT E
Development Plan

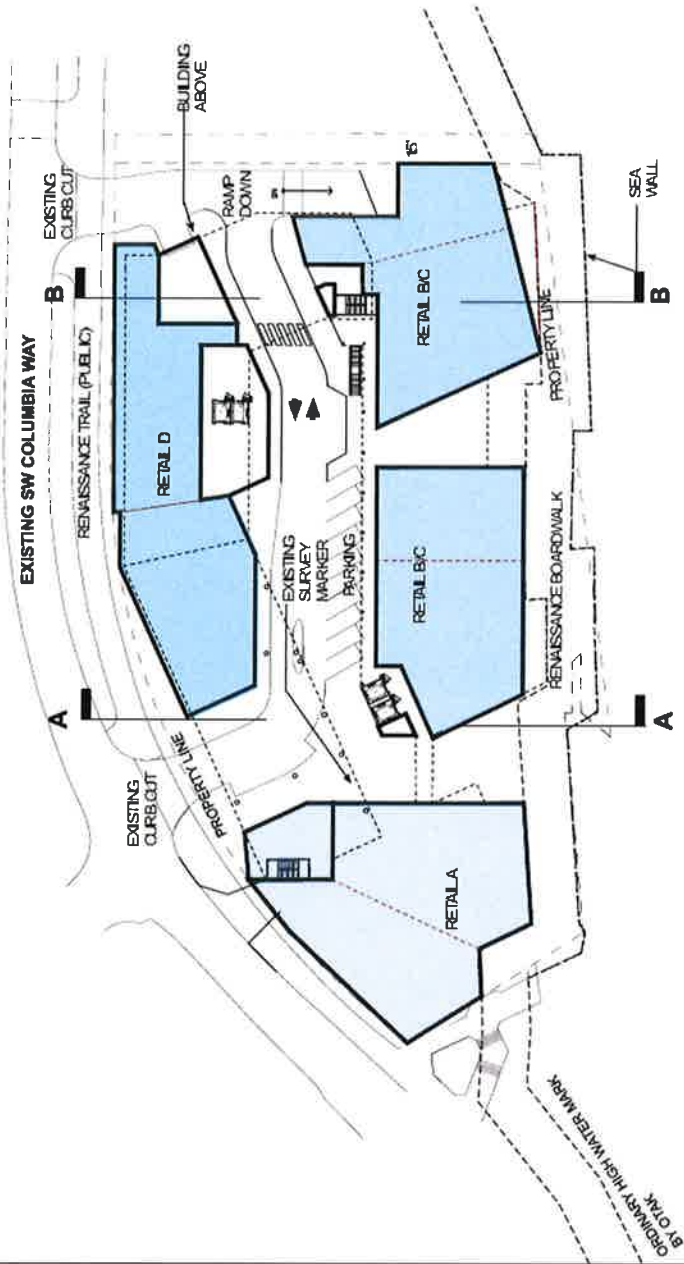
KIRKLAND RENAISSANCE BOARDWALK | DEVELOPMENT PLAN

MAY 4, 2021



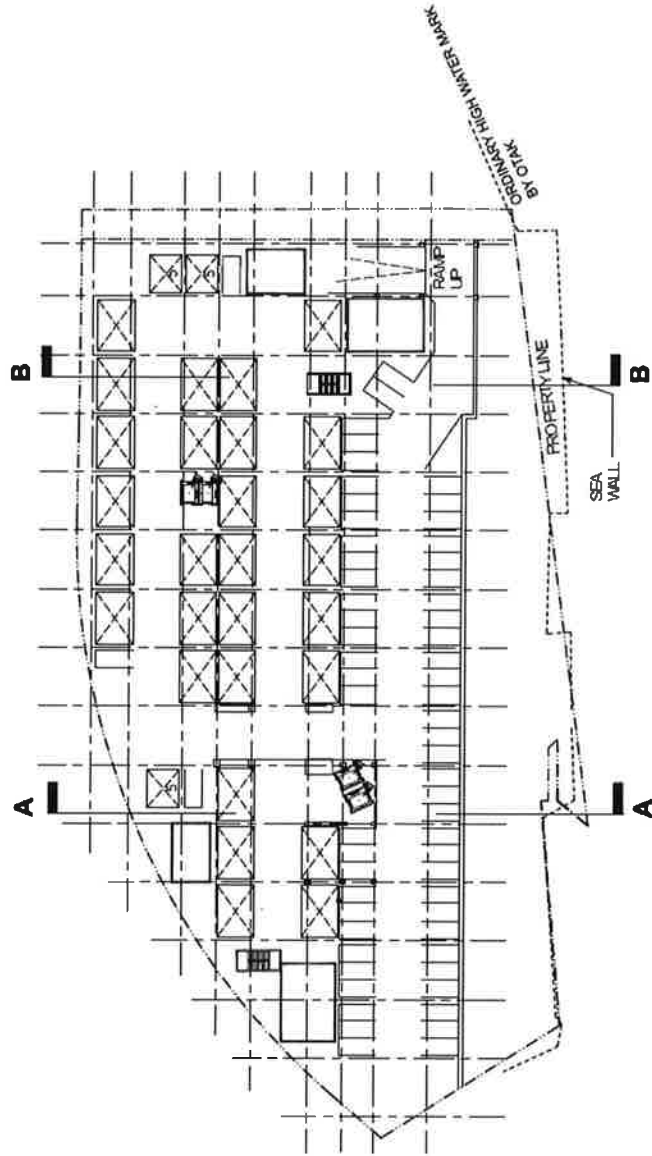
PROJECT ANALYSIS

RETAIL A GROSS	35,000 SF
RETAIL B/RETAIL C GROSS	62,000 SF
RETAIL D GROSS	11,500 SF
GROSS RETAIL SF	108,500 SF
RESIDENTIAL	
7 FLOORS ABOVE RETAIL (50% 7TH FLOOR UNITS ARE TWO-STORY)	
GROSS SF / NET SF	193,000 SF / 160,000 SF
UNITS	200/800 SF
PARKING	12 SPACES
B1 SURFACE	30+ SPACES
B1 TRIPLE STACKER	31+ SPACES
TOTAL	31+ SPACES



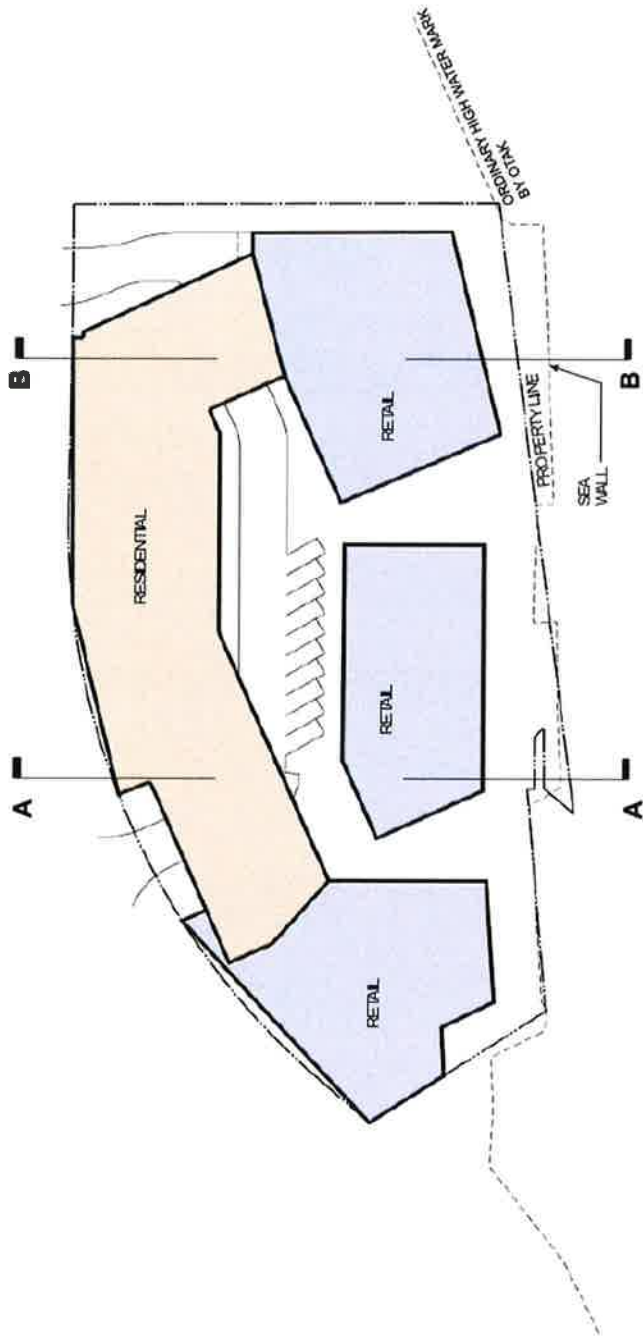
KIRKLAND RENAISSANCE BOARDWALK | SITE PLAN |

2 | MAY 4, 2021 | PROJECT 18923



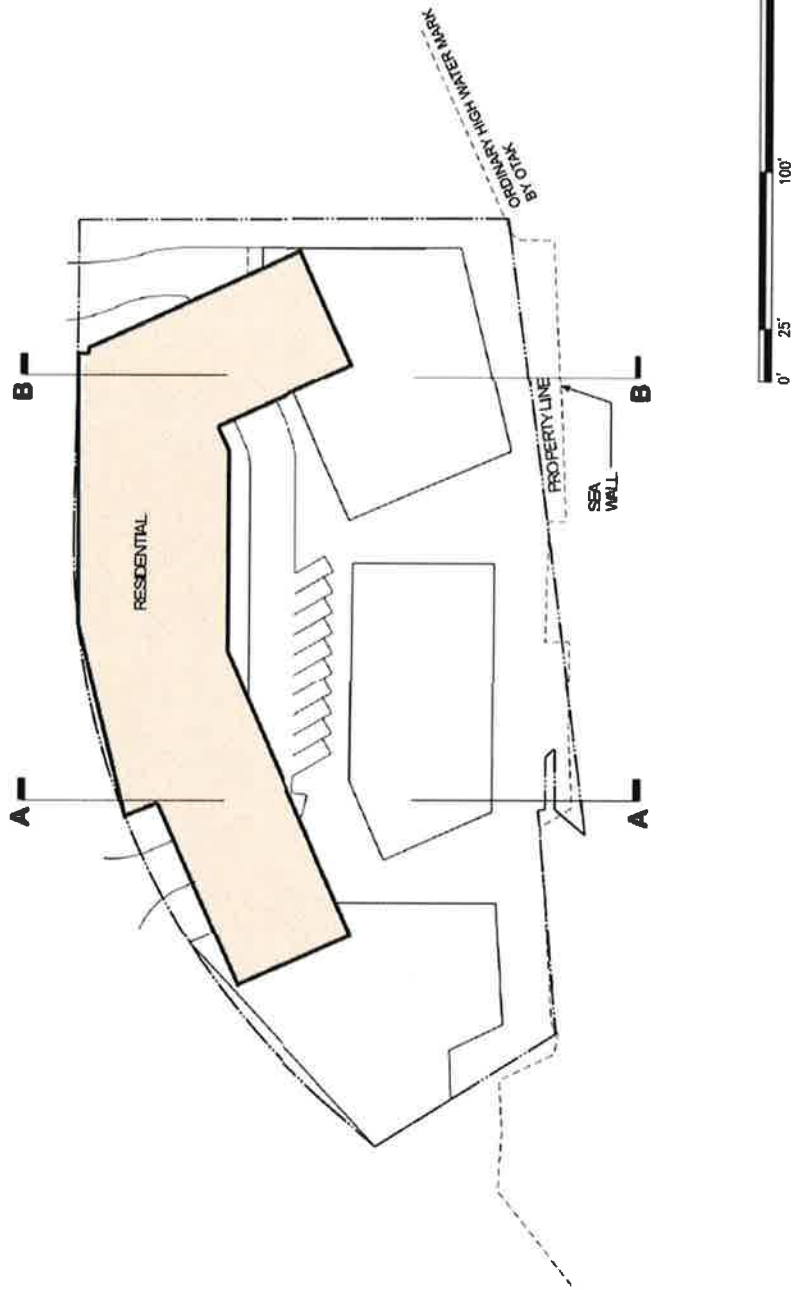
KIRKLAND RENAISSANCE BOARDWALK | PARKING LAYOUT | FLOOR B1

3 | MAY 4, 2021 | PROJECT 18923



KIRKLAND RENAISSANCE BOARDWALK | FLOOR PLAN | FLOORS 2-3

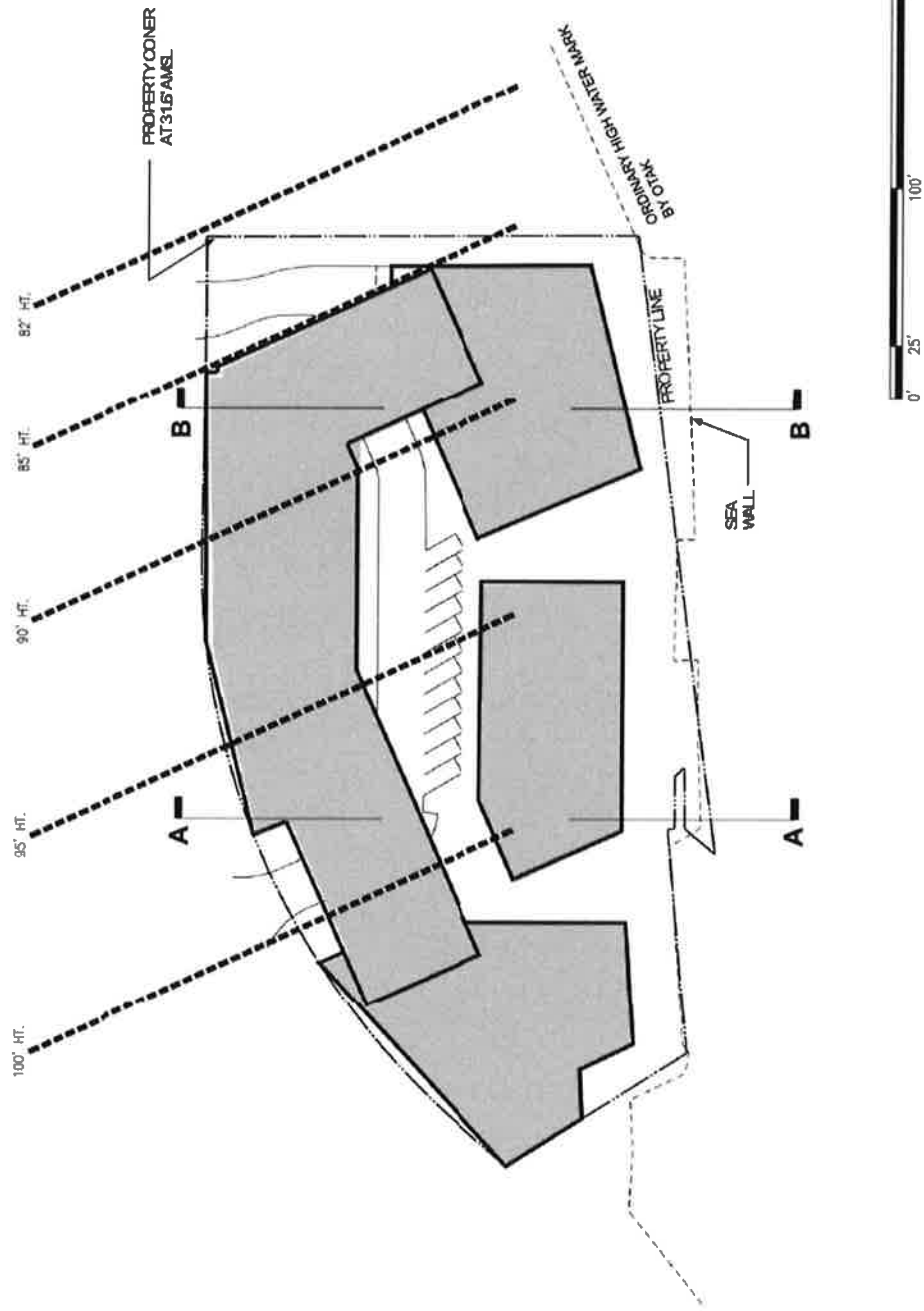
4 | MAY 4, 2021 | PROJECT 18523



KIRKLAND RENAISSANCE BOARDWALK | FLOOR PLAN | FLOORS 4-8

5 | MAY 4, 2021 | PROJECT 18923

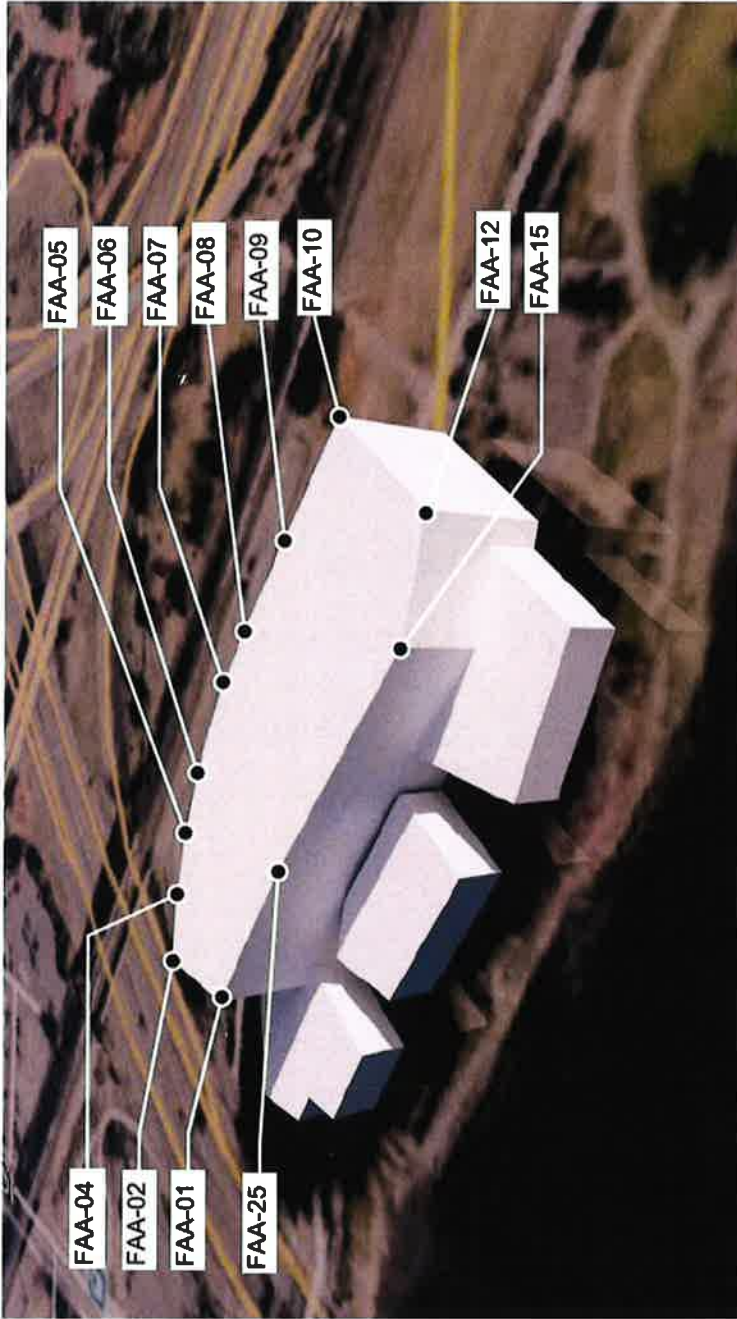




KIRKLAND RENAISSANCE BOARDWALK | PEARSON FIELD HEIGHT SETBACKS |

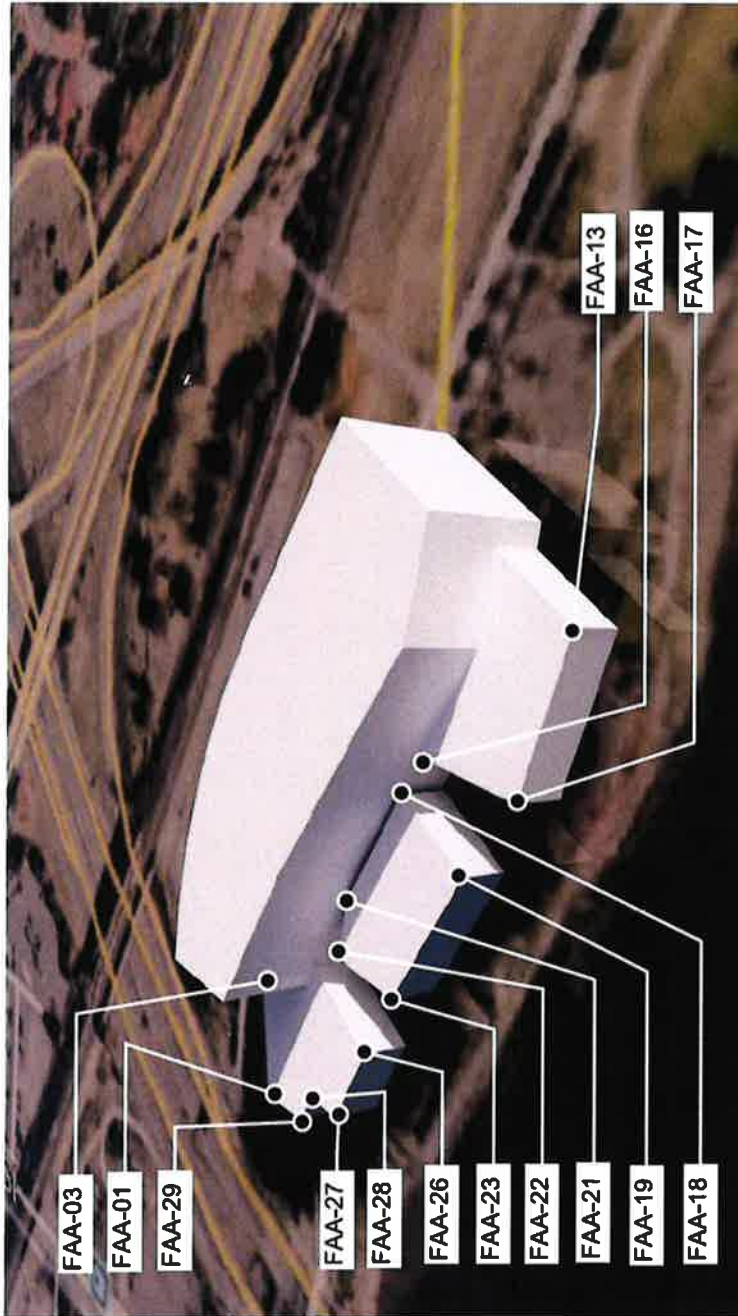
6 | MAY 4, 2021 | PROJECT 18923





KIRKLAND RENAISSANCE BOARDWALK | ENVELOPE HEIGHT DIAGRAM 1 |

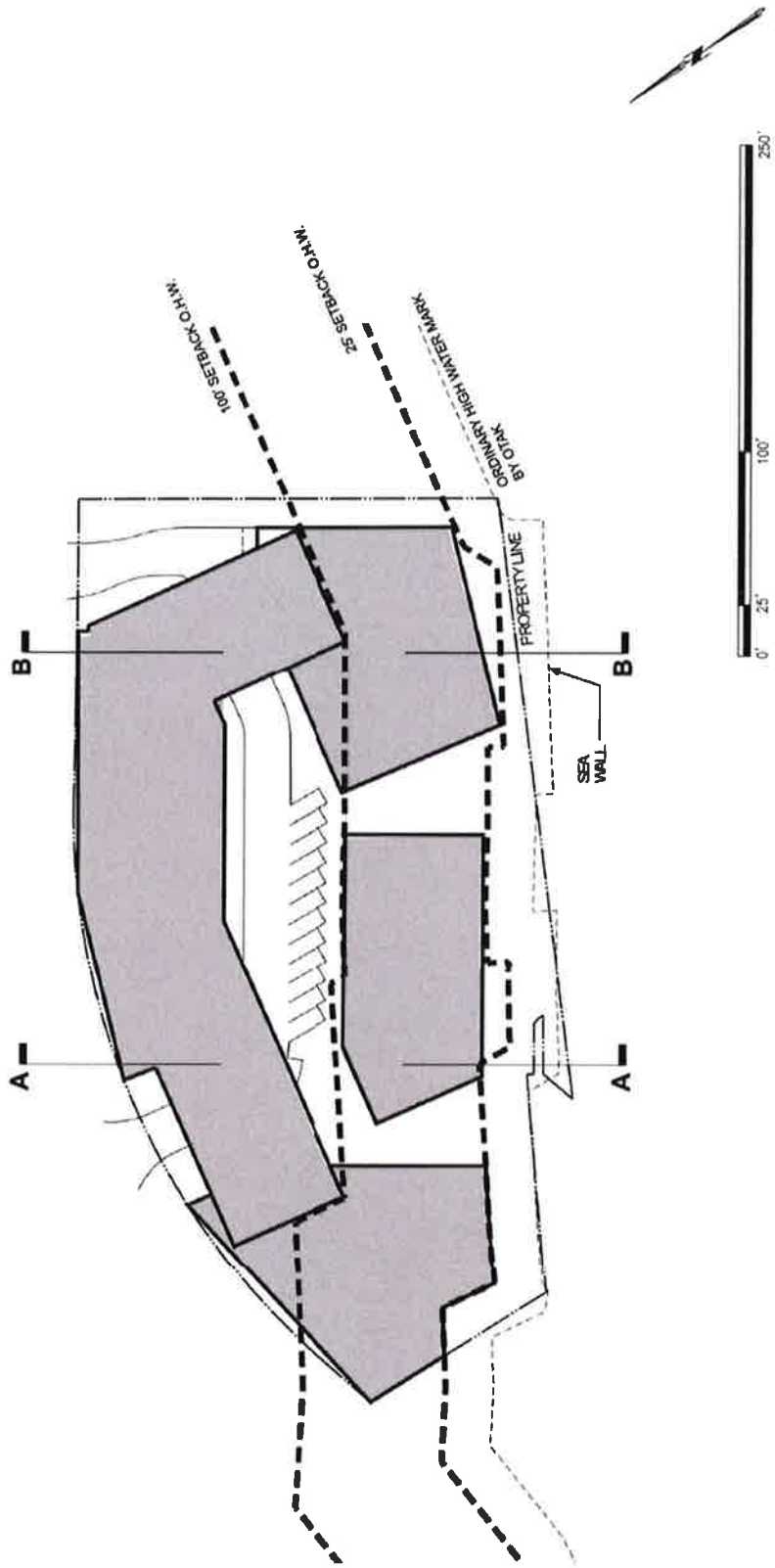
7 | MAY 4, 2021 | PROJECT 18923



KIRKLAND RENAISSANCE BOARDWALK | ENVELOPE HEIGHT DIAGRAM 2 |

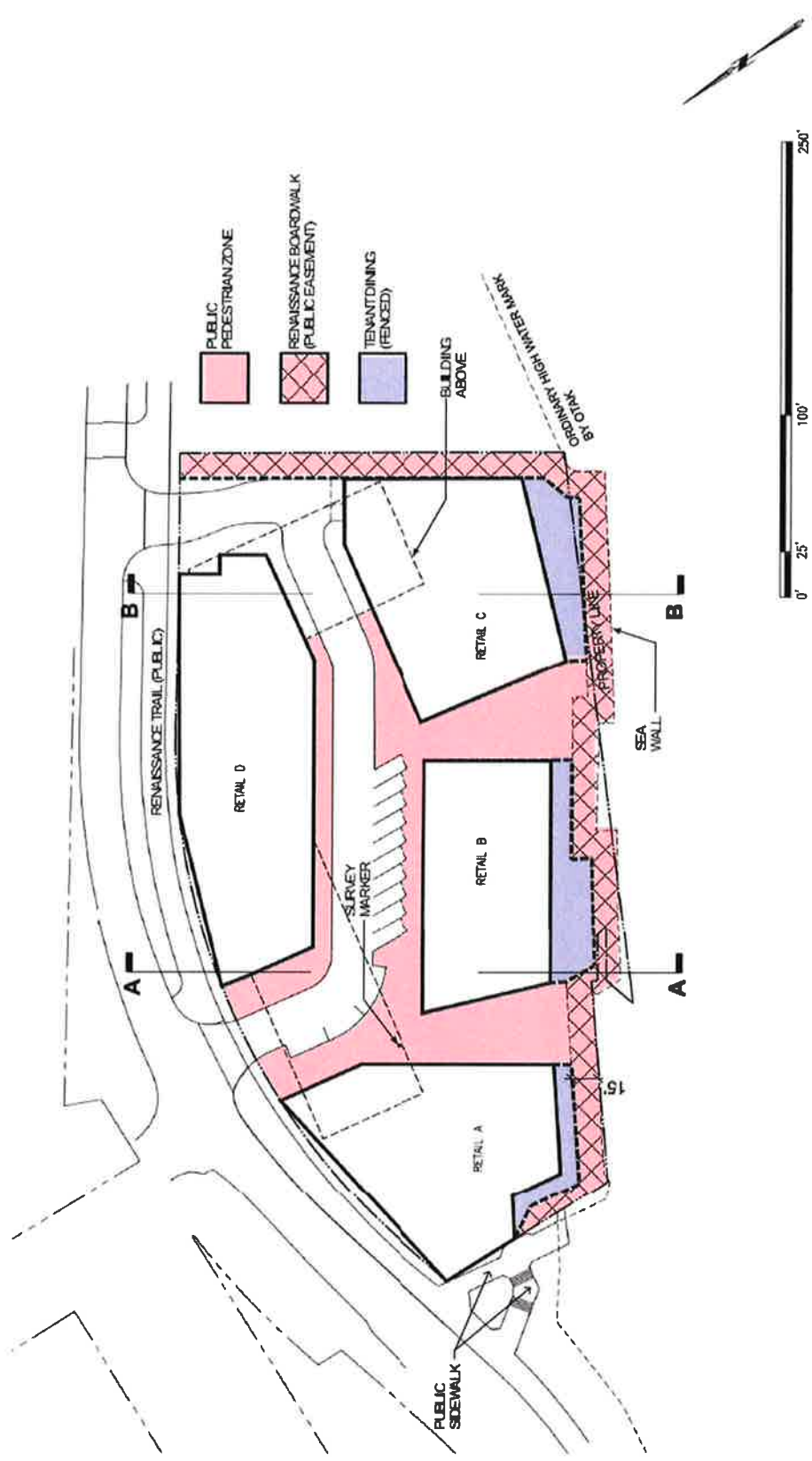
8 | MAY 4, 2021 | PROJECT 18323





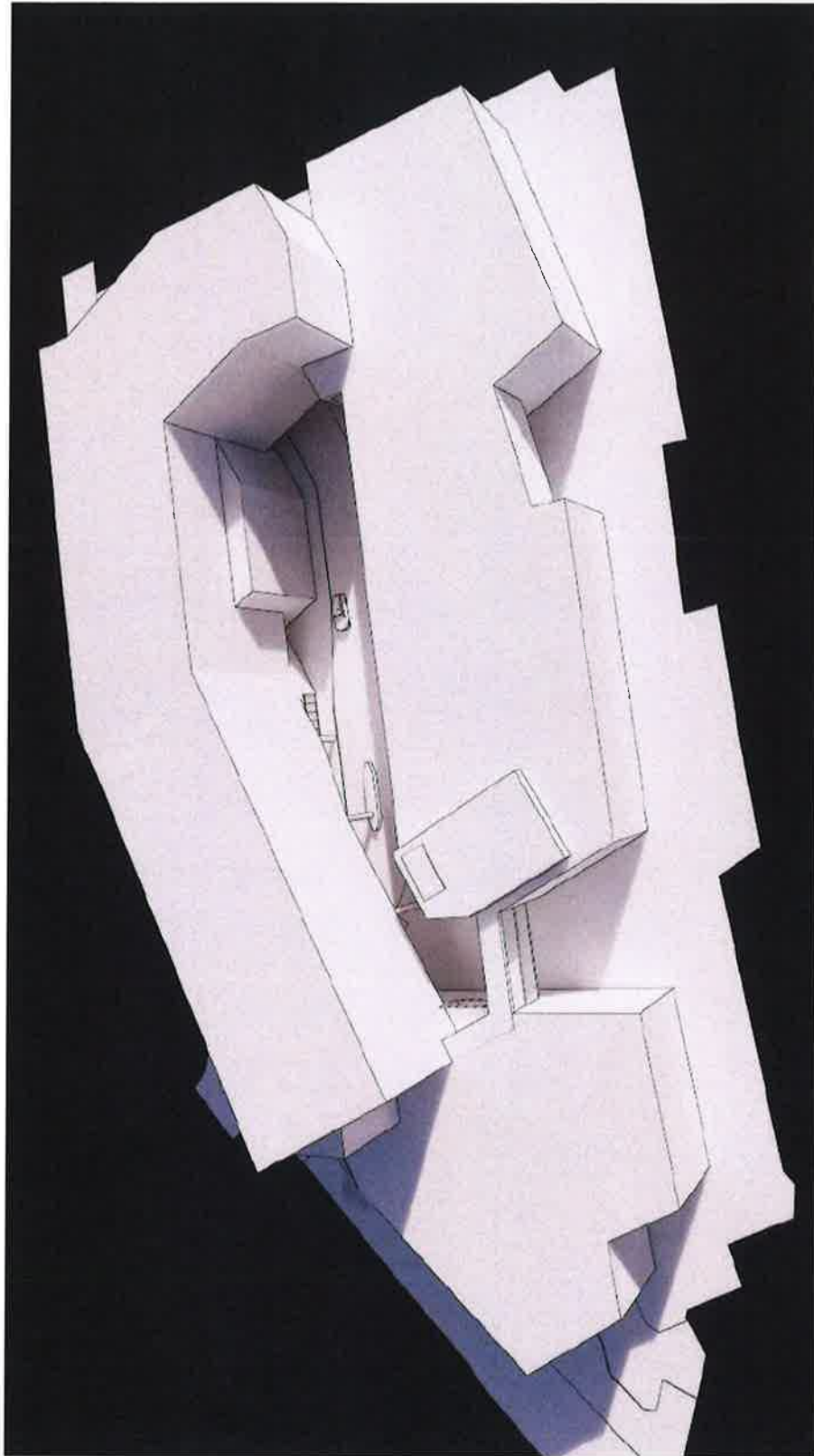
KIRKLAND RENAISSANCE BOARDWALK | WATERFRONT HEIGHT SETBACKS |

9 | MAY 4, 2021 | PROJECT 18923



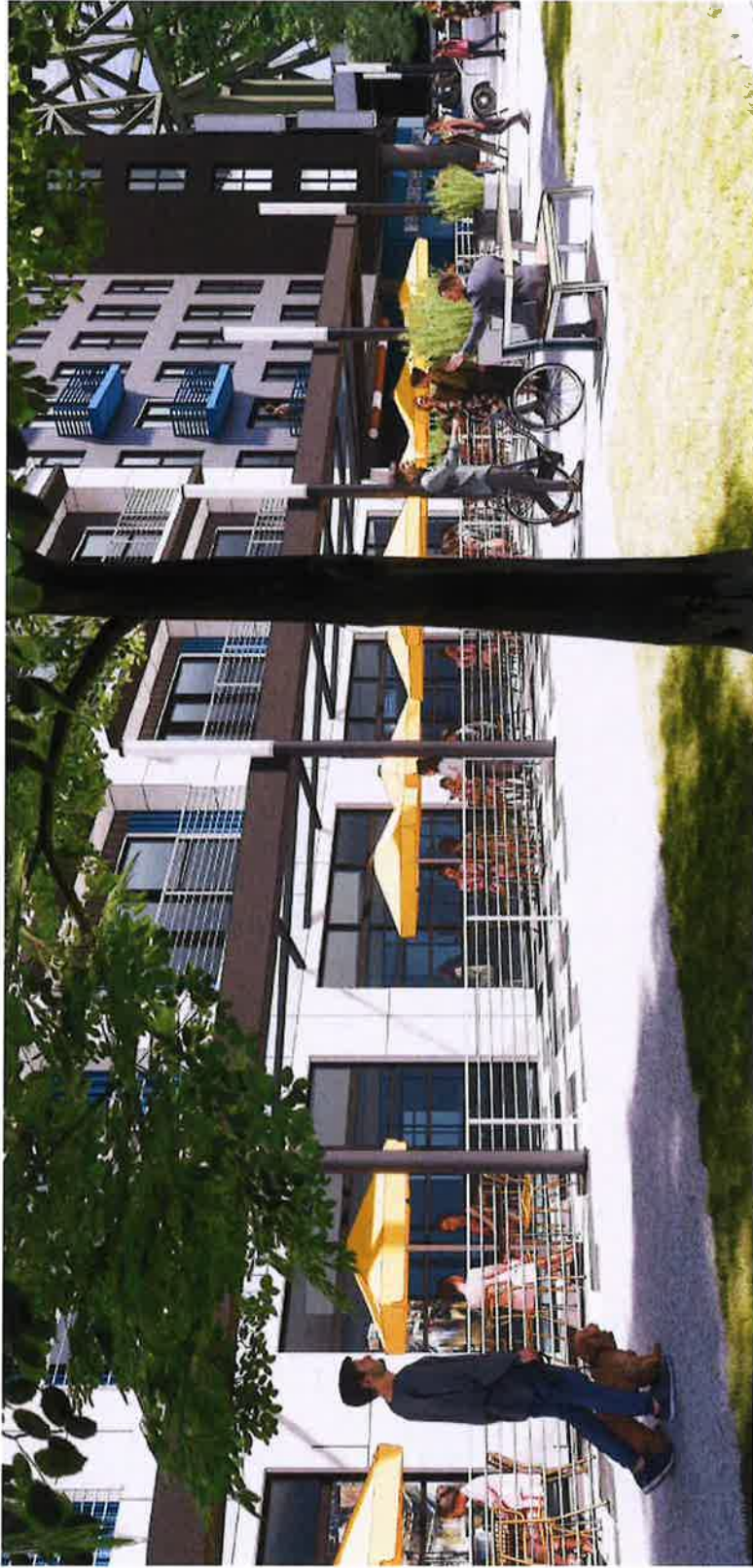
KIRKLAND RENAISSANCE BOARDWALK | PUBLIC/PRIVATE ZONES |

10 | MAY 4, 2021 | PROJECT 18923



KIRKLAND RENAISSANCE BOARDWALK | CONCEPT MASSING |

13 | MAY 4, 2021 | PROJECT 16923



KIRKLAND RENAISSANCE BOARDWALK | CONCEPT VIEW 1 |

14 | MAY 4, 2021 | PROJECT #8923





KIRKLAND RENAISSANCE BOARDWALK | CONCEPT VIEW 2 |

15 | MAY 4, 2021 | PROJECT 19523





KIRKLAND RENAISSANCE BOARDWALK | CONCEPT VIEW 3 |

16 | MAY 4, 2011 | PROJECT 18923





KIRKLAND RENAISSANCE BOARDWALK | CONCEPT VIEW 4 |

17 | MAY 4, 2021 | PROJECT 16923





KIRKLAND RENAISSANCE BOARDWALK | CONCEPT VIEW 5 |

18 | MAY 4, 2021 | PROJECT 18503



EXHIBIT F
Leased Property

Legal Description: Section 27 & 34, Township 02 North, Range 01 East, W.M.

Assessor's Property Tax Parcel or Account Number: Not Applicable

Assessor's Property Tax Parcel or Account Number for Upland parcel used in conjunction with this lease: 502290000, 502295000, 502300000

(See attached)

Recorders Note
 Legibility poor in a portion of
 this document when received

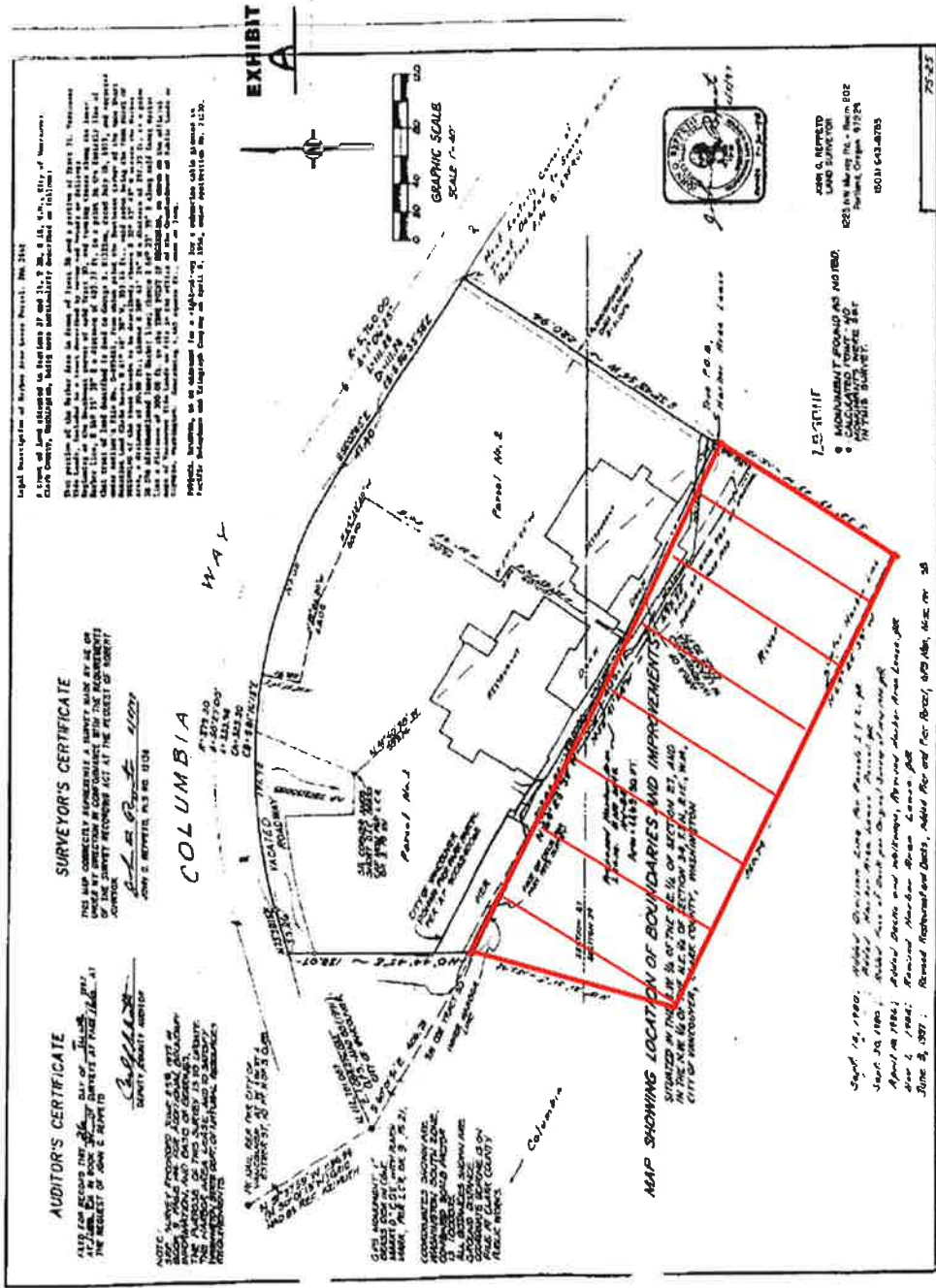


EXHIBIT G

Project Schedule

SCHEDULE OF PERFORMANCE

This schedule of performance summarizes the proposed timing for various milestones under the Development Agreement. Except for the commencement and completion of construction, the dates noted are goals and not deadlines, and so long as the Developer uses commercially reasonable diligence and efforts to complete the milestones set forth below, any failure to complete a milestone by the corresponding Date of Completion shall not constitute a failure of a condition or a default under the agreement.

Item	Milestone	Target Submission Date	Target Date of Completion
1.	Execution of Development Agreement		07/21
2.	Type IV Master Plan Submittal/Shoreline Permit Submittal	09/21	04/22
3.	Type II Detailed Development Plan/Site Plan Review Submittal (entire site/all buildings)	09/21	04/22
4.	JARPA Permit Submittal (if required)	01/22	07/22
5.	Army Corps of Engineers Permit Submittal (if required)	01/22	07/22
6.	Building Demolition Permit Submittal	09/22	11/22
7.	Pier Demolition Permit Submittal	09/22	11/22
8.	Early Grading Permit (entire site) Submittal	02/22	04/22
9.	Underground Parking Structure Building Permit Submittal	08/22	11/22
10.	Commencement of Construction – Underground Parking	12/22	12/23
11.	Columbia Way Frontage Improvements	07/24	11/24
12.	Retail D/Residential Building Permit	03/23	07/23
13.	Retail A Building Permit Submittal	03/23	07/23
14.	Retail B Building Permit Submittal	03/23	07/23
15.	Retail C Building Permit Submittal	03/23	07/23
16.	Completion of Construction – Underground Parking Structure		12 months after issuance of early grading permits.
17.	Completion of Construction – Retail D/Residential Building		24 months after issuance of building permit
18.	Completion of Construction – Retail A Building		24 months after issuance of building permit
19.	Completion of Construction – Retail B Building		24 months after issuance of building permit
20.	Completion of Construction – Retail C Building		24 months after issuance of building permit

EXHIBIT H

Open Spaces and Pedestrian Ways

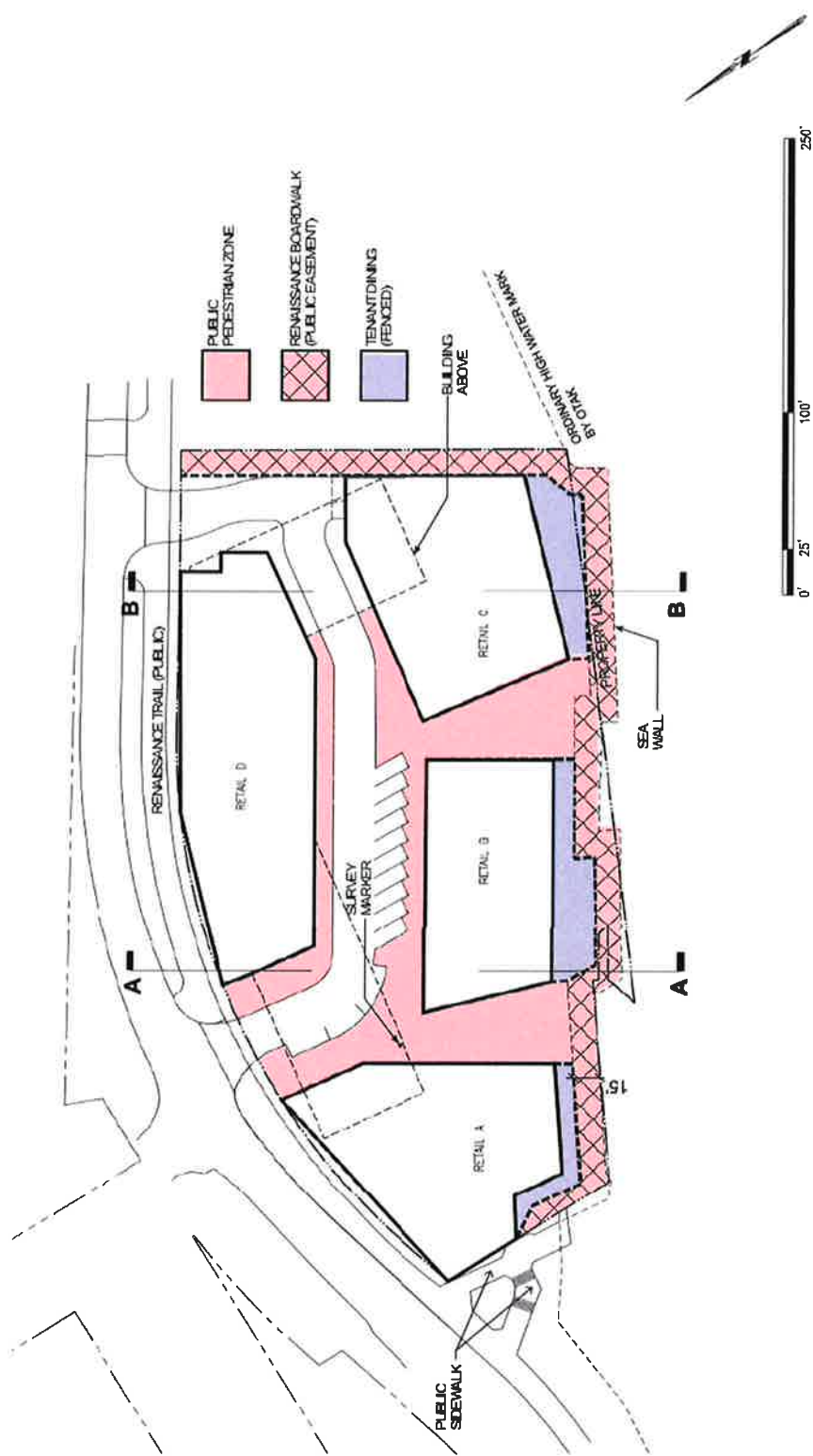


EXHIBIT I
Traffic Impact Analysis

CHARBONNEAU ENGINEERING July 2, 2020
Projected trip generation for Waterfront East Mixed-Use

ITE Land Use	Units	Weekday						
		ADT	AM Peak Hour			PM Peak Hour		
			Total	Enter	Exit	Total	Enter	Exit
Shopping Center (#820)	50,000 sq. ft.							
Generation Rate ¹		37.75	0.94	62%	38%	3.81	48%	52%
Total Driveway Trips		1,888	47	29	18	191	92	99
Internal Trips ² (ADT=23%; AM=16%; PM=17%)		434	8	5	3	32	15	17
External Trips ³		1,454	39	24	15	159	77	82
Pass-By Trips ⁴		494	13	8	5	54	26	28
New Site Trips ⁵		960	26	16	10	105	51	54
General Office (#710)	90,000 sq. ft.							
Generation Rate ¹		9.74	1.16	86%	14%	1.15	16%	84%
Total Driveway Trips		877	104	89	15	104	17	87
Internal Trips ² (ADT=23%; AM=16%; PM=17%)		202	17	15	2	18	3	15
External Trips ³		675	87	74	13	86	14	72
Mid-Rise Housing (#221)	130 units							
Generation Rate ¹		5.44	0.36	26%	74%	0.44	61%	39%
Total Driveway Trips		707	47	12	35	57	35	22
Internal Trips ² (ADT=23%; AM=16%; PM=17%)		163	8	2	6	10	6	4
External Trips ³		544	39	10	29	47	29	18
Hotel (#310)	135 rooms							
Generation Rate ¹		8.36	0.47	59%	41%	0.60	51%	49%
Total Driveway Trips		1,129	63	37	26	81	41	40
Internal Trips ² (ADT=23%; AM=16%; PM=17%)		260	10	6	4	14	7	7
External Trips ³		869	53	31	22	67	34	33
External Site Trips		3,542	218	139	79	359	154	205
Shopping Center Pass-by Trips		494	13	8	5	54	26	28
New Site Trips ⁶		3,048	205	131	74	305	128	177

¹ Source: *Trip Generation*, 10th Edition, ITE, 2017, average rates.

² Internal (mixed-use) trip reduction calculated with internal capture rates published in the Center for Urban Transportation Research *Trip Internalization in Multi-Use Developments*, April 2014.

³ External Trips = Total Trips - Internal Trips.

⁴ Pass-by percentage based on *Trip Generation Handbook, 3rd Edition*, ITE, 2017.

⁵ New Site Trips = Total Driveway Trips - Pass-by Trips.

⁶ New Site Trips = External Trips - Pass-by Trips.