

**Attachment B**  
**Draft Development Agreement and Recordable Exhibits**

WHEN RECORDED RETURN TO:

City of Bellevue  
City Attorney's Office  
PO Box 90012  
Bellevue, WA 98009-9012  
Attn: \_\_\_\_\_

**Document Title:**                    **Development Agreement**

**Grantor:**                            Terranomics Crossroads Associates, a California limited partnership

**Grantee:**                            City of Bellevue, a Washington municipal corporation

**Legal Description:**

**Abbreviated Legal Description:**

9135 –

W 1030 FT OF S 1/2 OF SW 1/4 OF SE 1/4 LESS S 465.60 FT LESS CO RD LESS POR WITHIN FOLG-BEG AT PT 1030 FT E & 585.83 FT N OF SW COR OF SUBD TH N 279.17 FT TH W 575 FT TH S 300 FT TH E 257.50 FT TH N 20.83 FT TH E 317.50 FT TO BEG

9150 –

BEG AT SW COR OF SW 1/4 OF SE 1/4 TH E 1030 FT TH N 01-11-55 E 585.83 FT TO TPOB TH N 01-11-55 E 279.17 FT TH N 88-42-24 W 575 FT TH S 01-11-55 W 300 FT TH S 88-42-24 E 257.50 FT TH N 01-11-55 E 20.83 FT TH S 88-42-24 E 317.50 FT TO TPOB

**Full Legal Description:**                    See Attachment A

**Assessor's Tax Parcel No.:** 262505-9150; 262505-9135

**Reference Nos. of Documents Released or Assigned:** N/A

## DEVELOPMENT AGREEMENT

**THIS DEVELOPMENT AGREEMENT** (“Agreement” or “Development Agreement”) is entered into, as of the Effective Date described below, by and between the **CITY OF BELLEVUE**, a Washington municipal corporation (“City”) and **TERRANOMICS CROSSROADS ASSOCIATES**, a California limited partnership (“Grantor”). The City and Grantor are known individually as a “Party” and together as the “Parties.”

### RECITALS

WHEREAS, this Development Agreement is for the purposes of setting forth the applicable development standards and other provisions related to the development described herein, and the Agreement is adopted pursuant to authority provided in RCW 36.70B.170 *et seq.*; and

WHEREAS, Grantor wishes to develop a mixed-use development commonly referred to as “Crossroads Multi-family Project,” or the “Project,” on property adjacent to the west side of the Crossroads Park and Community Center in the Crossroads Subarea, as legally described in Attachment A; and

WHEREAS, the Project is zoned Community Business (CB) and is subject to the development standards and regulations applicable to a Community Retail Design District, Chapter 20.25I of the Land Use Code (LUC), and to the standards and regulations contained in LUC 20.10.440 and LUC 20.20.010; and

WHEREAS, while the proposed site of the Project is zoned CB, a zoning classification which generally allows the mix of uses and density envisioned by Grantor, the site is located in Crossroads Planning District E where multifamily development may be allowed through a development agreement that is approved by the City Council and consistent with Chapter 36.70B RCW; and

WHEREAS, because the Project is located in Crossroads Planning District E, this Development Agreement must include design guidelines that are consistent with Comprehensive Plan Policies S-CR-79 and S-CR-81 regarding the creation of mixed-use developments with pedestrian connections, park connections where appropriate, and public open space; and

WHEREAS, the Project is consistent with existing Comprehensive Plan, Crossroads Subarea Plan Policy S-CR-79: *Multifamily uses are not appropriate north of NE 8th Street within District E, except that mixed use multifamily developments may be appropriate when they: 1) are high quality; 2) are designed to avoid conflicts with commercial uses; 3) include measures that ensure residential and commercial uses complement each other, including outdoor gathering areas, public open space, park connectivity where appropriate, and pedestrian connections and activity areas; and 4) are generally consistent with Figure S-CR. 2;* and

WHEREAS, the Project is consistent with the existing Comprehensive Plan, Crossroads Subarea Plan Policy S-CR-81: *Require development to include pedestrian connections, open space, and activity areas to support site residents and users;* and

WHEREAS, the Project includes public benefits that ensure residential and commercial uses complement each other consistent with Comprehensive Plan Policies S-CR-79 and S-CR-81 and Figure S-CR.2, including the Open Space Opportunity Area, Park Interface Area, and Mid-Block Connection Urban Trail (collectively, the “Public Benefits”); and

WHEREAS, the Parties have developed Public Benefit Design Guidelines (Attachment C) to guide the Project’s development and to optimize the Public Benefits; and

WHEREAS, the Project is also consistent with existing Comprehensive Plan Policy LU-19: *Encourage mixed residential/commercial development in all Neighborhood Business and Community Business land use districts where compatibility with nearby uses can be demonstrated*; and

WHEREAS, the Project is also consistent with existing Comprehensive Plan, Crossroads Subarea Plan Policy S-CR-18: *Develop a prominent new open space area and entrance to Crossroads Park that increases visibility and access to the Park and is integrated with adjacent commercial uses generally consistent with Figure S-CR 2*; and

WHEREAS, the Project is also consistent with existing Comprehensive Plan, Crossroads Subarea Plan Policy S-CR-19: *Provide physical and visual connectivity to Crossroads Park, where appropriate*; and

WHEREAS, the Project is also consistent with existing Comprehensive Plan, Crossroads Subarea Plan Policy S-CR-31: *Development and implement safe mid-block crossings where appropriate on superblocks*; and

WHEREAS, Grantor will be required to separately apply for all necessary land use and construction permits for the Project, including project-level review under the State Environmental Policy Act, Chapter 43.21C RCW (SEPA); and

WHEREAS, RCW 36.70B.170(1) authorizes the City to enter into a development agreement with an entity having ownership or control of real property within its jurisdiction; and

WHEREAS, RCW 36.70B.170(1) requires a development agreement set forth the development standards and other provisions that shall apply to and govern and vest the development, use, and mitigation of the development of the real property for the duration specified in the agreement; and

WHEREAS, RCW 36.70B.170(1) requires a development agreement be consistent with applicable development regulations adopted by a local government planning under Chapter 36.70A RCW; and

WHEREAS, under RCW 36.70B.170, the execution of a development agreement is a proper exercise of city police power and contract authority and shall reserve authority to impose new or different regulations to the extent required by a serious threat to public health and safety; and

WHEREAS, under RCW 36.70B.170, a development agreement may obligate a party to fund or provide services, infrastructure, or other facilities; and

WHEREAS, this Development Agreement is subject to review under SEPA with the opportunity for public comment, and RCW 36.70B.200 requires that the City hold a public hearing prior to approving the Agreement by ordinance or resolution; and

WHEREAS Grantor will benefit from the execution of this Development Agreement to enable multifamily housing on the Project site and will gain additional certainty about allowable uses of the Project site; and

**NOW, THEREFORE**, in consideration of the mutual agreements contained herein, as well as other valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the Parties hereby agree as follows:

## **AGREEMENT**

### **A. Crossroads Multifamily Project.**

1. **Project.** As provided in Ordinance \_\_\_\_\_, Grantor agrees that the Project shall include up to 224 dwelling units and approximately 14,500 square foot of commercial space as shown in Attachment B (“Recordable Exhibits”) and shall include the Public Benefits as set forth in the Recitals, depicted on Attachment B, and described in Attachment C (“Public Benefits Design Guidelines”). Attachment B and Attachment C are incorporated herein by reference.

### **B. Public Benefits.**

1. **Development.** Grantor shall be responsible for developing the Public Benefits as shown on Attachment B and described in Attachment C, consistent with the Public Benefits Design Guidelines. The Public Benefits are:
  - a. Open Space Opportunity Area;
  - b. Mid-Block Connector/Urban Trail;
  - c. Park Interface Area; and
  - d. Pedestrian Improvements
2. **Timing of Public Benefits.** The Public Benefits shall be installed prior to the City’s issuance of any Certificate of Occupancy for the Project.

### **C. Easements, Permits, and Agreements.**

1. Grantor and Grantee previously executed a “Sidewalk, Utilities and Landscape Easement” recorded under King County Records No. 20130524001949 (“Existing Easement”) for the purposes of constructing, maintaining, repairing, replacing, improvement, removing, and using an easement on certain portion of City property (Crossroads Park) for sidewalk, utilities, and landscaping. Grantor agrees and accepts

that the Project and its installation of Public Benefits will require additional permits, approvals, and permissions from the City.

2. The Project is currently being reviewed by the City under ADR No. 18-132391-LD, and Grantor shall obtain all requisite land use and construction permits and approvals from the City prior to construction.

**D. Vesting and Reserved Rights.**

1. The Project shall vest in accordance to the applicable provisions governing the required City permits and approvals, including but not limited to the vesting provisions in LUC 20.40.500.
2. The City reserves authority pursuant to RCW 36.70B.170(4) to impose new or different development regulations or land use controls to the extent required by a serious threat to public health or safety.

**E. No Approval of Project-Related Actions.**

The execution of this Development Agreement does not, in and of itself, permit any specific development. Grantor is required to apply for a separate project-level permit(s) for the Project, which will be reviewed by the City, and project-level SEPA review is also required for the Project. In addition to compliance with this Development Agreement, the Project shall be reviewed for compliance with all applicable development regulations in order to obtain the necessary City permits and approvals.

Nothing in this Agreement shall be interpreted to limit the City's exercise of its regulatory powers with respect to the Project or any other development proposal on the Property, or other regulatory matters in accordance with applicable law. Nor shall this Agreement be interpreted as: (a) a full and final determination as to the consistency of the Project to applicable plans, codes, and ordinances; (b) an agreement or commitment by the City to approve any or all development on the Property; or (c) any commitment whatsoever by the City with respect to any future discretionary decisions that may be required for development of the Property. To the extent allowable by law, any permit or approval issued by the City after the execution of this Development Agreement shall be consistent with this Development Agreement.

**F. Compliance with Laws.**

Notwithstanding anything in this Agreement, Grantor will comply with all applicable federal, state and local laws and will pursue all necessary land use and technical permits for the Project.

**G. Term and Termination.**

This Development Agreement shall go into effect on the date it is fully executed by the Parties ("Effective Date"). This Development Agreement shall be effective until five (5) years after the Effective Date, provided that the term shall automatically be extended for the life of any land use permit and/or building permit approved consistent with this Agreement. If the Project is constructed pursuant to this Development Agreement, the rights and obligations conferred by this Development Agreement shall remain in effect for the life of the Project. Otherwise, upon expiration of the 5 year term, as may be extended as described above, this Development

Agreement shall automatically terminate. Time is of the essence with respect to all provisions of this Agreement.

**H. Amendment.**

1. No amendment to this Development Agreement shall be effective unless approved by both Parties in writing and recorded with the King County Department of Records and Elections. The City Manager or his/her designee may approve amendments to the Agreement or the Design Guidelines if the amendment is administrative in nature, will serve to correct an error or streamline a process contained in this Agreement, or if the following criteria are met:

- a. The amendment does not result in any significant adverse impact on City property or to the public, following consultation with the Land Use Director, Community Development Director, and Parks Director; and
- b. The amendment is within the general scope, purpose and intent of this Agreement and the Design Guidelines; and
- c. The amendment complies with all applicable provisions of the LUC and Bellevue City Code; and
- d. The amendment does not result in any change in the nature of the Public Benefits described in this Agreement and the Design Guidelines; and
- e. The amendment will not violate any state or local laws, including SEPA and the Growth Management Act, Chapter 36.70A RCW.

2. All other substantive amendments to this Development Agreement must be approved by resolution of the City Council after public notice and hearing.

**I. Binding Effect; Assignability.**

This Development Agreement shall bind and inure to the benefit of the Parties hereto and their respective successors, heirs, legatees, representatives, receivers, trustees, transferees, and assigns.

**J. Effect of Grantor Approval.**

The Development Agreement does not impose an obligation on Grantor or its successors or assigns to develop the Project. It is understood that this Agreement is applicable solely to the Project and does not inure to the benefit of any other development that may be proposed on the Property or to any of Grantor's other projects.

**K. Representations and Warranties.**

Each signatory to this Development Agreement represents and warrants that he or she has full power and authority to execute and deliver this Development Agreement on behalf of the Party for which he or she is signing, and that he or she will defend and hold harmless the other Parties and signatories from any claim that he or she was not fully authorized to execute this Development Agreement on behalf of the person or entity for whom he or she signed. Upon proper execution and delivery, this Development Agreement will constitute a valid, legal, and

binding obligation that shall run with the land and shall be enforceable against each Party in accordance with the terms contained herein.

**L. Governing Law and Venue.**

This Development Agreement shall be governed by and construed in accordance with the laws of the State of Washington. Jurisdiction over and venue for any action arising out of or relating to this Development Agreement shall be exclusively in the state and federal courts of King County, Washington. In the event of any apparent conflicts between the provisions of City Code or ordinances and this Development Agreement, this Development Agreement shall prevail.

**M. Full Understanding.**

The Parties acknowledge, represent and agree that they have read this Development Agreement; they fully understand the terms thereof; they have had the opportunity to be fully advised by their legal counsel and any other advisors with respect thereto; and they are executing this Agreement after sufficient review and understanding of its contents and of their own free will and not under duress.

**N. Remedies.**

The City and Grantor reserve their rights to all remedies available to them at law or at equity. If Grantor begins but does not finish construction of the Project, the remedy shall include the right to compel specific performance of the Public Benefits set forth in this Development Agreement.

**O. Attorneys' Fees.**

Should it be necessary for any Party to this Development Agreement to initiate legal proceedings to adjudicate any issues arising hereunder, the Party or Parties to such legal proceedings who substantially prevail shall be entitled to reimbursement of their attorneys' fees, costs, expenses, and disbursements (including the fees and expenses of expert and fact witnesses) reasonably incurred or made by the substantially prevailing Party in preparing to participate in mediation or arbitration, to bring suit, on appeal, on petition for review, and in enforcing any judgment or award, from the other Party.

**P. Waiver.**

The waiver by a Party of a breach of any provision of this Development Agreement by the other Party shall not operate or be construed as a waiver of that or any subsequent breach by that Party unless in writing and signed by the Party against whom enforcement of the waiver is sought.

**Q. Severability.**

This Development Agreement is expressly made and entered into under the authority of RCW 36.70B.170 *et seq.* This Development Agreement does not violate any federal or state statute, rule, regulation, or common law known to the Parties; but any provision which is found to be invalid or in violation of any statute, rule, regulation or common law shall be considered null and void, with the remaining provisions of this Agreement remaining in full force and effect.

In the event that any Public Benefits as set forth in this Agreement shall be invalidated or found in violation of any statute, rule, regulation or common law, the City Council reserves the right to reopen the public hearing and to determine whether additional or substitute public benefits of a

substantially like kind that effectuate the City's Comprehensive Plan policies should be required to be undertaken by Grantor in order to mitigate impacts that may arise as a result of the invalidation of any such Public Benefits.

**R. Equal Opportunity to Participate in Drafting.**

The Parties have participated in and have had an equal opportunity to participate in the drafting of this Development Agreement. No ambiguity shall be construed against any Party based upon a claim that the Party drafted the ambiguous language.

**S. Reservation of City Authority.**

As required by RCW 36.70B.170(4) and notwithstanding any other term of this Development Agreement, the City reserves, to the fullest extent of the law, the right to establish and impose new or different additional regulations to the extent required to address a serious threat to public health, safety, and welfare. Nothing in this Agreement abrogates the City's inherent police power or its ability to protect the public health, safety and welfare.

**T. Notice.**

All notices to be given pursuant to this Agreement shall be in writing and shall be deemed given when hand-delivered within normal business hours or two (2) business days after deposit in the U.S. mail, postage prepaid, or one (1) business day if sent by overnight courier such as FedEx or UPS to the Parties at the addresses set forth below, or to such other place as a Party may from time to time designate by written notice to the other Party:

**CITY OF BELLEVUE**

Attention: Land Use Director  
Development Services Department  
450 110<sup>th</sup> Ave. NE  
Bellevue, WA 98006

PO Box 90012  
Bellevue, WA 98009-90012

With a copy to:  
City of Bellevue, City Attorney  
450 110<sup>th</sup> Ave. NE  
Bellevue, WA 98006

PO Box 90012  
Bellevue, WA 98009-90012

**TERRANOMICS CROSSROADS ASSOCIATES**

Retail Opportunity Investments Corp  
Attention: Richard Schoebel  
11250 El Camino Real, Suite 200



San Diego, CA 92130  
Email: [rschoebel@roireit.net](mailto:rschoebel@roireit.net)

With a copy to:  
Jessica Clawson  
McCullough Hill Leary PS  
701 5<sup>th</sup> Avenue Suite 6600  
Seattle, WA 98104  
Email: [jessie@mhseattle.com](mailto:jessie@mhseattle.com)

**U. Final and Complete Agreement.**

This Development Agreement constitutes the final and complete expression of the Parties on the development standards governing Grantor's development of the Property. This Development Agreement may not be modified, amended, waived or revoked orally, but only by a writing signed by all Parties and in compliance with the terms of this Agreement.

This Development Agreement supersedes and replaces all prior agreements, discussions and representations on all subjects discussed herein, without limitation. No Party is entering into this Development Agreement in reliance on any oral or written promises, inducements, representations, understandings, interpretations or agreements other than those contained in this Development Agreement.

**V. Recording Required.**

This Development Agreement shall be recorded by Grantor with King County at Grantor's expense. Grantor shall promptly provide a conformed copy of the recorded Agreement to City.

**W. Force Majeure.**

Neither Party shall be deemed in default hereunder and neither shall be liable to the other if either is substantially unable to perform its obligations hereunder by reason of any fire, earthquake, flood, tsunami, hurricane, epidemic, accident, explosion, strike, riot, civil disturbance, act of public enemy, embargo, war, military necessity or operations, act of God, or similar event beyond such Party's control.

**X. No Third Party Beneficiaries.**

There are no third-party beneficiaries to this Agreement. No person or entity other than a Party to this Agreement shall have any rights hereunder or any authority to enforce its provisions, and any such rights or enforcement must be consistent with and subject to the terms of this Agreement.

**Y. No Joint Venture.**

No joint venture or partnership is created by this Agreement.

**Z. Counterparts.**

This Agreement may be executed simultaneously or in any number of counterparts, each of which shall be deemed an original, equally admissible in evidence, but all of those counterparts together shall constitute one and the same Agreement.

**[SIGNATURES BEGINNING ON NEXT PAGE]**

SIGNATURE PAGE TO DEVELOPMENT AGREEMENT  
TERRANOMICS CROSSROADS ASSOCIATES, a California limited partnership (Grantor)  
and  
THE CITY OF BELLEVUE (Grantee)

IN WITNESS WHEREOF, the Parties hereto have executed these presents as of the day and year first above written.

TERRANOMICS CROSSROADS ASSOCIATES  
a California limited partnership

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Approved as to form:

Attorney for Terranomics Crossroads  
Associates, LP

STATE OF WASHINGTON)

) ss.

COUNTY OF KING)

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to executed the instrument and acknowledged it as the \_\_\_\_\_ of Terranomics Crossroads Associates, LP, a California limited partnership, to be the free and voluntary act of such party of the uses and purposes mentioned in the instrument.

Dated: \_\_\_\_\_



Notary Public \_\_\_\_\_  
Print Name \_\_\_\_\_  
My Commission Expires \_\_\_\_\_

(Use this space for notarial stamp/seal)

SIGNATURE PAGE TO DEVELOPMENT AGREEMENT  
TERRANOMICS CROSSROADS ASSOCIATES, a California limited partnership (Grantor)  
and  
THE CITY OF BELLEVUE (Grantee)

IN WITNESS WHEREOF, the Parties hereto have executed these presents as of the day and year first above written.

CITY OF BELLEVUE  
a Washington municipal corporation

Approved as to form:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Kathy Gerla, Office of the City Attorney

\_\_\_\_\_

STATE OF WASHINGTON)

) ss.

COUNTY OF KING)

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to executed the instrument and acknowledged it as the \_\_\_\_\_ of [insert corporation name], a [state] [corporation/LLC/etc], to be the free and voluntary act of such party of the uses and purposes mentioned in the instrument.

Dated: \_\_\_\_\_



Notary Public \_\_\_\_\_

Print Name \_\_\_\_\_

My Commission Expires \_\_\_\_\_

(Use this space for notarial stamp/seal)

**ATTACHMENT A**  
**Legal Description of Property**

**LEGAL DESCRIPTION**

**PARCEL A:**

**THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 25 NORTH, RANGE 5 EAST, W.M., IN KING COUNTY, WASHINGTON DESCRIBED AS FOLLOWS:**

**BEGINNING AT THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER;  
THENCE SOUTH 88°42'24" EAST, ALONG THE SOUTH LINE OF SAID SECTION,  
1,030 FEET;  
THENCE NORTH 1°11'55" EAST 1,772.6 FEET;  
THENCE NORTH 88°42'24" WEST, PARALLEL TO SAID SOUTH LINE, 1,030 FEET;  
THENCE SOUTH 1°11'55" WEST ALONG THE WEST LINE OF SAID SOUTHEAST  
QUARTER 1,772.6 FEET TO THE POINT OF BEGINNING.**

**EXCEPT THE WEST 30 FEET THEREOF CONVEYED TO KING COUNTY FOR 156TH AVENUE N.E. BY DEEDS RECORDED NOVEMBER 25, 1922 AND DECEMBER 6, 1922 UNDER RECORDING NOS. 1677851 AND 1681551;**

**EXCEPT THE SOUTH 30 FEET THEREOF CONVEYED TO KING COUNTY FOR N.E. 8TH STREET BY DEED RECORDED DECEMBER 1, 1958 UNDER RECORDING NO. 4970969;**

**EXCEPT THAT PORTION THEREOF CONVEYED TO KING COUNTY FOR ROADS PURPOSES AT THE INTERSECTION OF SAID STREETS BY DEED RECORDED MARCH 20, 1963 UNDER RECORDING NO. 5558467;**

**EXCEPT THAT PORTION THEREOF CONVEYED TO THE CITY OF BELLEVUE FOR LANDSCAPING AND SIDEWALKS BY DEED OF DEDICATION RECORDED AUGUST 12, 1977 UNDER RECORDING NOS. 7708120967, 7708120968, 7708120969 AND 7708120970;**

**ALSO EXCEPT THOSE PORTIONS DESCRIBED IN DEED TO THE CITY OF BELLEVUE RECORDED JUNE 11, 1992 UNDER RECORDING NO. 9206111175;**

**ALSO EXCEPT ANY PORTION LYING WITHIN BOUNDARY LINE ADJUSTMENT NO. BLA-98-833, DECLARATION OF LOT COMBINATION NO. DLC-98-832, RECORDED OCTOBER 13, 1998 UNDER RECORDING NO. 9810139003 OF KING COUNTY, WASHINGTON;**

**ALSO EXCEPT THAT PORTION CONVEYED TO THE CITY OF BELLEVUE, DESCRIBED IN DEED RECORDED APRIL 16, 2001 UNDER RECORDING NO. 20010416000823, RECORDS OF KING COUNTY, WASHINGTON.**

**PARCEL B:**

**LOT 2 OF CITY OF BELLEVUE BOUNDARY LINE ADJUSTMENT NO. BLA-98-833  
RECORDED OCTOBER 13, 1998 UNDER RECORDING NO. 9810139003, IN KING COUNTY,  
WASHINGTON.**

**PARCEL C:**

**A NON-EXCLUSIVE EASEMENT FOR ROAD, DRAINAGE AND UTILITY PURPOSES  
GRANTED AND DESCRIBED IN THE DOCUMENT ENTITLED "EASEMENT" RECORDED  
APRIL 7, 1964 UNDER RECORDING NO. 5720127 AND AMENDED  
MAY 6, 1966 AND DECEMBER 8, 1980 UNDER RECORDING NOS. 6025120 AND 8012080744,  
RECORDS OF KING COUNTY, WASHINGTON.**

**PARCEL D:**

**A NON-EXCLUSIVE EASEMENT FOR ACCESS DESCRIBED IN DOCUMENT ENTITLED  
"RECIPROCAL EASEMENTS" RECORDED DECEMBER 8, 1997 UNDER RECORDING NO.  
9712080823, RECORDS OF KING COUNTY, WASHINGTON.**

**ATTACHMENT B  
Site Plan**

**[Recordable Exhibits on following pages]**



**Crossroads**  
BELLEVUE

**DEVELOPER AGREEMENT RECORDABLE EXHIBITS**

Mixed-Use /Multi-Family Project  
Bellevue, Washington

City of Bellevue Project Number: 18-132391-LD

December 01, 2020

Property Owner: **ROIC**

Development Manager: **GRACORP**

Architect: **MG2**

Landscape Architect: **HEWITT**

Civil Engineer: **kpff**

**1a / PUBLIC BENEFIT**

Stronger pedestrian connections from NE 8th, 160th, and 156th

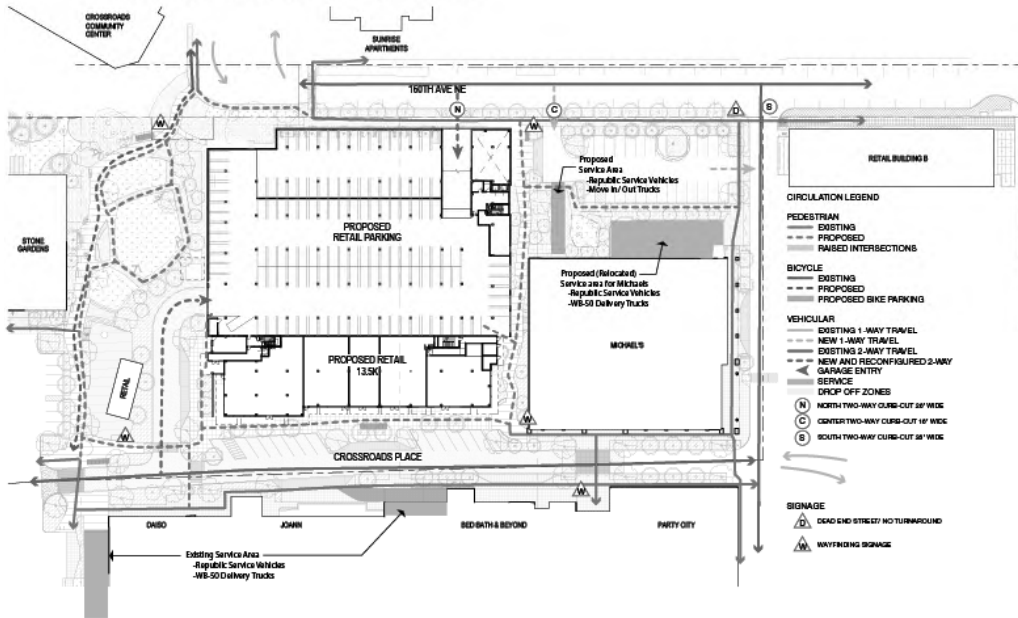


- LEGEND**
- ← - - - - - → EXISTING PEDESTRIAN CONNECTION
  - ← - - - - - → EXISTING INTERIOR PEDESTRIAN CONNECTION
  - ← - - - - - → PROPOSED / IMPROVED PEDESTRIAN CONNECTION
  - PROPOSED MIXED-USE MULTI-FAMILY BUILDING
  - PROPOSED OPEN SPACE OPPORTUNITY ZONE

**SITE ACCESS DIAGRAM**

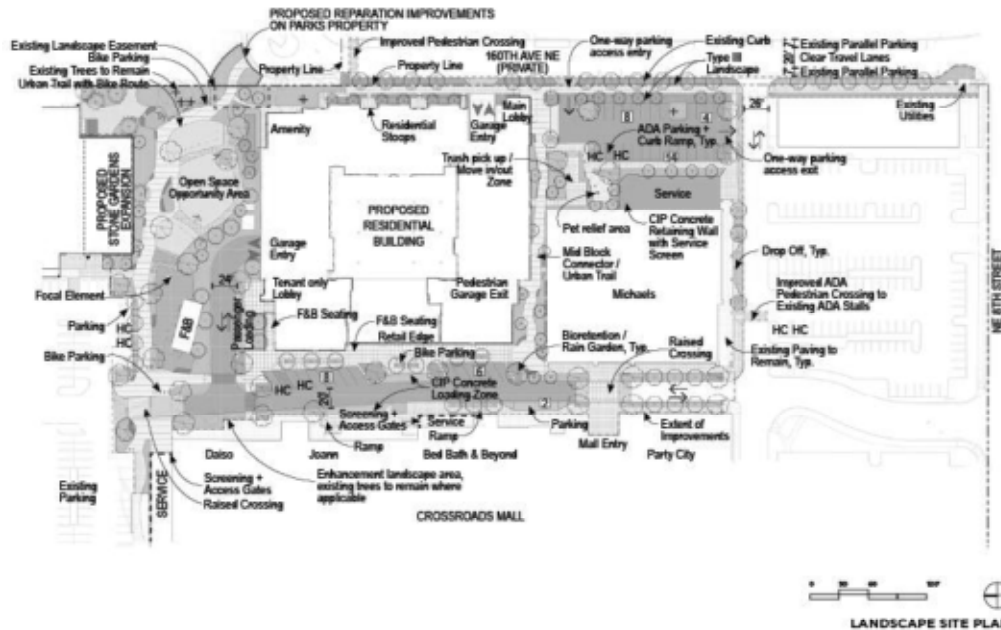
1b / PUBLIC BENEFIT

Strengthened pedestrian, bicycle, and vehicular circulation



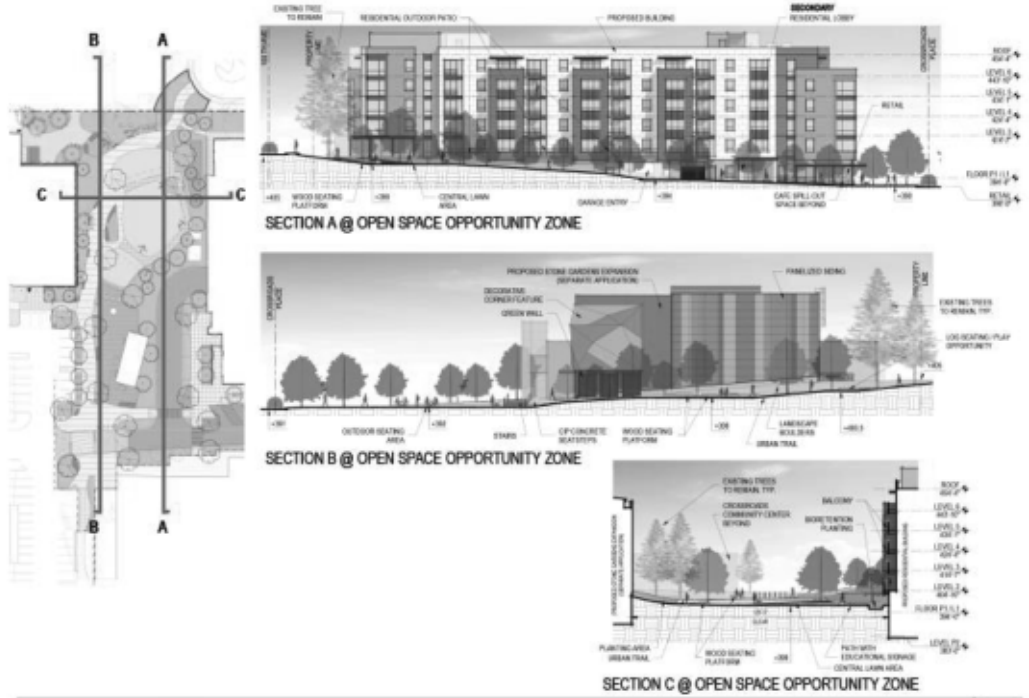
PUBLIC BENEFIT

Improved and programmed park connection

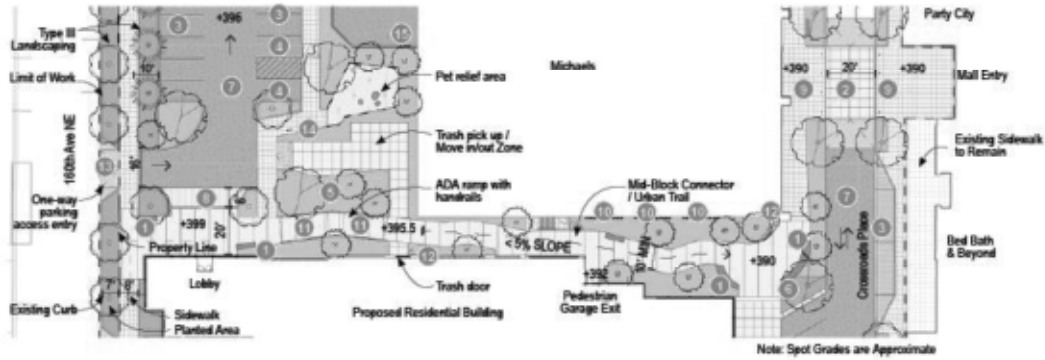




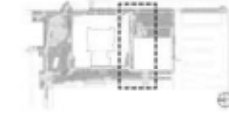
**PUBLIC BENEFIT**  
Enhanced park connection (36,820 SF)



**URBAN TRAIL NORTH OF MICHAELS / 2ND PARK CONNECTOR PER CITY SUBAREA MASTER PLAN**  
 Stronger connection, bringing together 160th and Shopping Center



**Key Map**



**Legend**

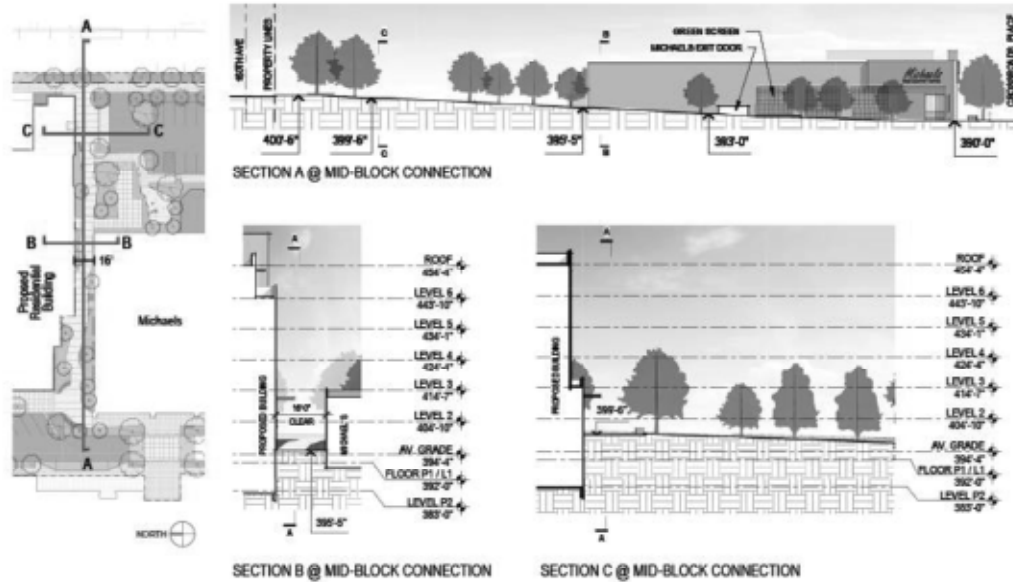
- |                                 |   |
|---------------------------------|---|
| 1. Wood Seating Platform /Bench | 9. Bollards   |
| 2. Raised intersection          | 10. Green Screen  |
| 3. Parking                      | 11. ADA Ramp  |
| 4. ADA Parking                  | 12. Landscape Boulders  |
| 5. Planting Area                | 13. CIP Concrete Driveway Apron                               |
| 6. Stormwater Planting          | 14. Bike Parking  |
| 7. Asphalt Paving               | 15. CIP Concrete Retaining Wall with Service Screen, ± 6' Ht. |
| 8. CIP Concrete Loading Zone    |   |



URBAN TRAIL - NORTH OF MICHAELS

|  |  |          |
|--|--|----------|
|  | <b>CROSSROADS MULTI FAMILY - BELLEVUE, WA</b><br>DEVELOPERS AGREEMENT 12.01.2020 PROJECT 18-13239-LO | <b>7</b> |
|--|--|----------|

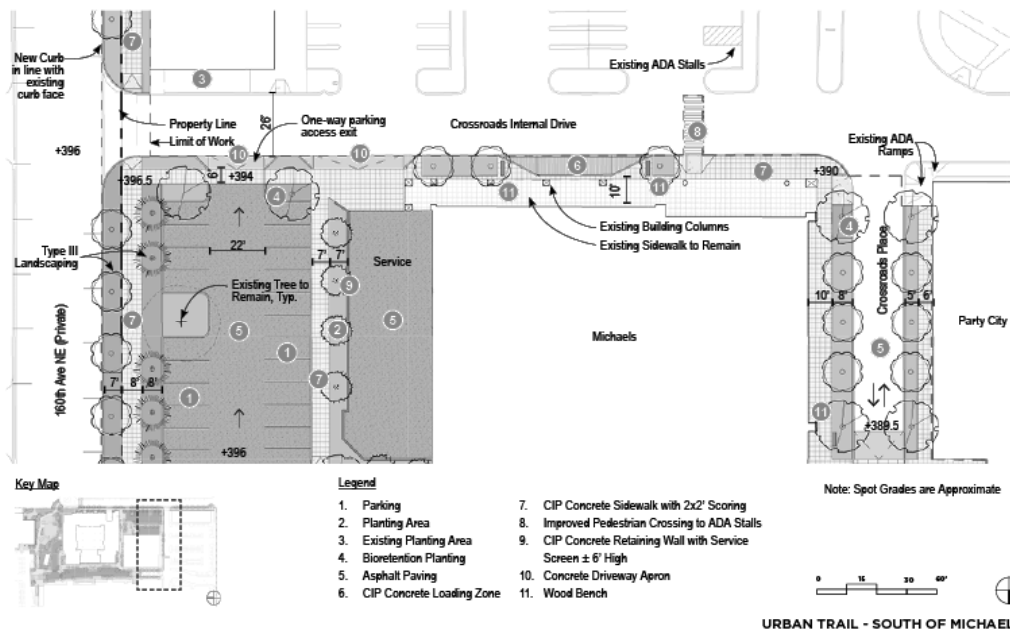
**URBAN TRAIL NORTH OF MICHAELS / 2ND PARK CONNECTOR PER CITY SUBAREA MASTER PLAN**  
 Stronger connection, bringing together 160th and Shopping Center



URBAN TRAIL - SOUTH OF MICHAELS

|  |  |          |
|--|--|----------|
|  | <b>CROSSROADS MULTI FAMILY - BELLEVUE, WA</b><br>DEVELOPERS AGREEMENT 12.01.2020 PROJECT 18-13239-LO | <b>8</b> |
|--|--|----------|

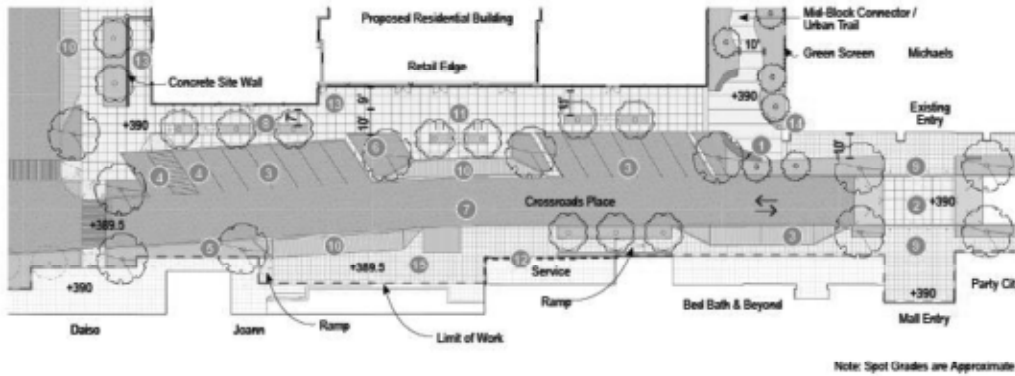
DETAILS ON SECONDARY PEDESTRIAN CONNECTION







**CROSSROADS MULTI FAMILY - BELLEVUE, WA**  
 DEVELOPERS AGREEMENT 12.01.2020 PROJECT 18-132391-LD

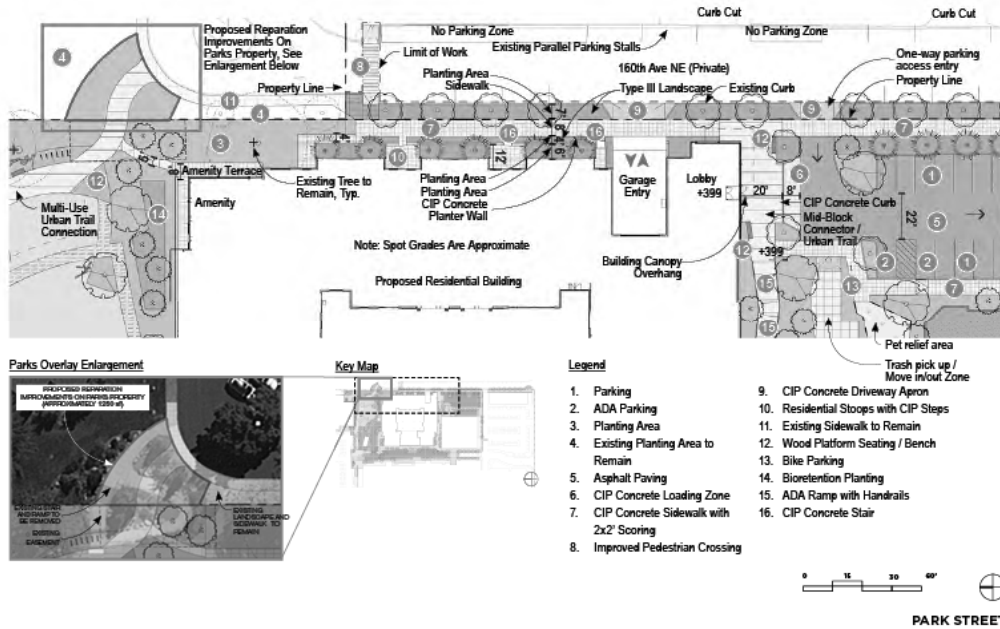
**PUBLIC BENEFIT**  
Stronger Crossroads Place Experience





**CROSSROADS MULTI FAMILY - BELLEVUE, WA**  
 DEVELOPERS AGREEMENT 12.01.2020 PROJECT 18-132391-LD

**PUBLIC BENEFIT**

Stronger Pedestrian Connection on 160th (Abuts Park)



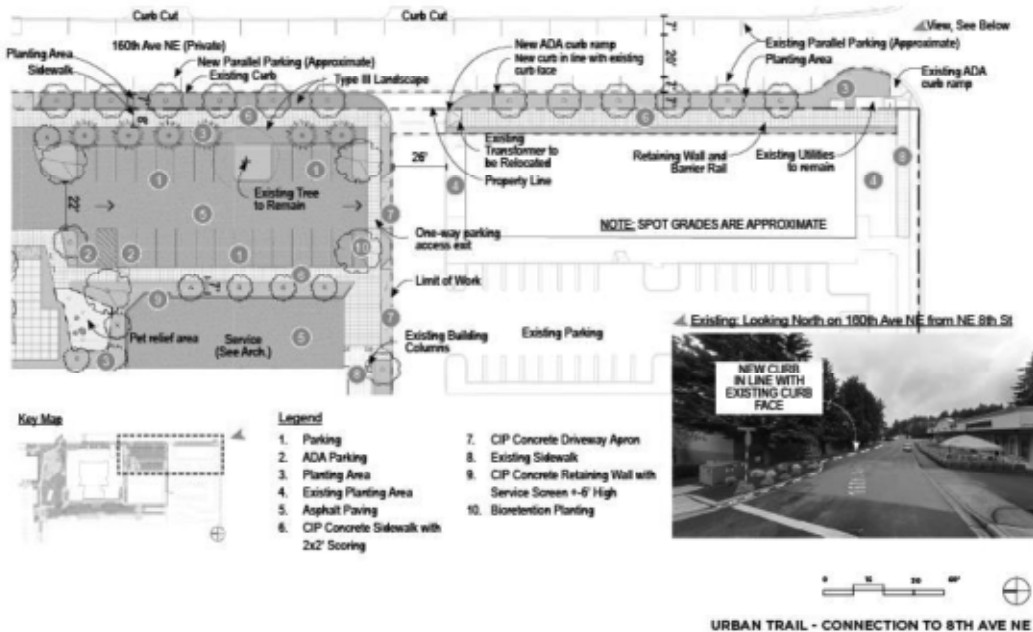
Crossroads **MG2** HEWITT

CROSSROADS MULTI FAMILY - BELLEVUE, WA  
DEVELOPERS AGREEMENT 12.01.2020 PROJECT 18-132391-LD

11

**PUBLIC BENEFIT**

Stronger pedestrian connection on 160th (continued south)

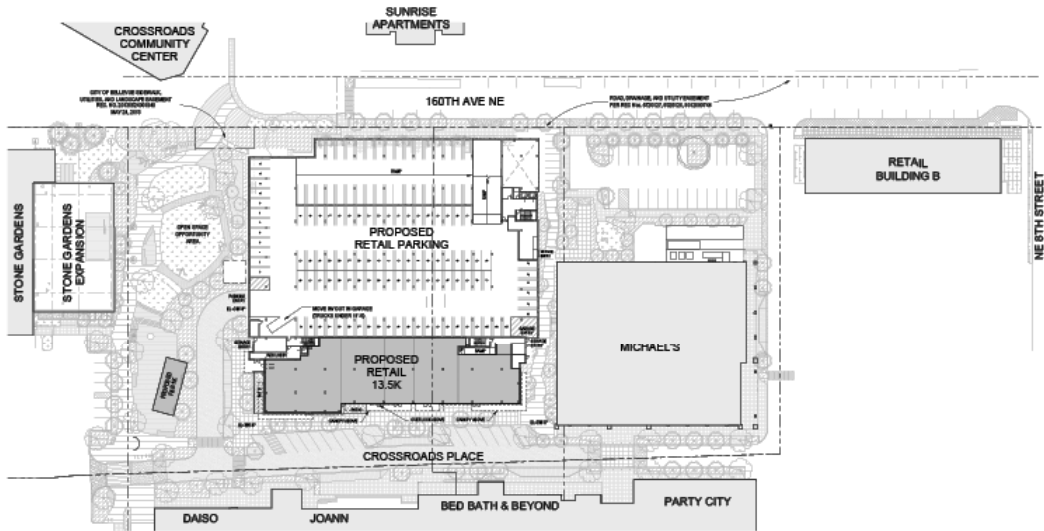


Crossroads **MG2**

CROSSROADS MULTI FAMILY - BELLEVUE, WA  
DEVELOPERS AGREEMENT 12.01.2020 PROJECT 18-132391-LD

12

**COMMERCIAL SPACE**  
14.5k of Commercial Space



## **ATTACHMENT C**

### **Public Benefits Design Guidelines**

#### **Design Guidelines**

In 2007, the City of Bellevue amended the Comprehensive Plan Crossroads Subarea Element after an extensive community visioning and planning process. The amendments called for a limited number of mixed-use multi-family residential units in Crossroads District E (Comp Plan Policies S-CR-79 and -81). The vision was for high-quality mixed-use projects that complement existing commercial uses while enhancing the pedestrian streetscape and connections with the City's Crossroads Park. The Project is a mixed-use development intended to implement the City's vision for Crossroads District E.

#### **I. Public Benefits.**

The Public Benefits shall include the Open Space Opportunity Area, Mid-Block Connector and Urban Trails, Park Interface Area, Pedestrian Improvements and enhanced landscaping, bike improvements, and other design features and amenities depicted in Attachment B and described in Attachment C.

Minor administrative modifications to the Public Benefits, Public Benefits Design Guidelines, or Attachment B may be approved by Development Services staff pursuant to Section H of this Agreement.

#### **II. Design Guidelines.**

In addition to compliance with the Bellevue Land Use Code and the CB District zoning standards, unless otherwise amended by the Development Agreement, the Project shall include the following Public Benefits:

1. **Open Space Opportunity Area.** The Project shall include an Open Space Opportunity Area that is intended to be activated as space for gathering, relaxation and enjoyment. Design shall emphasize the pedestrian-scaled relationship and connectivity with Crossroads Park through the use of pavement treatment, landscaping, lighting, and seating and street furniture. The Open Space Opportunity Area shall include pedestrian sidewalks and bicycle trails connecting the open space to the Crossroads Park and Community Center and includes opportunities for informal gathering through seating and hardscape features. The following shall be incorporated into the Open Space Opportunity Area, to the extent feasible:
  - Multimodal trail design;
  - ADA access through the Project;
  - Opportunities for informal play and facilitating social interaction;
  - Natural elements;
  - Stormwater treatment;

- Bike plaza/bike parking; and
  - Eyes on the site.
2. **Mid-Block Connector and Urban Trails.** The Project shall include a network of Urban Trails, including a mid-block connector urban trail running east-west between the residential project and existing retail (Michael’s) development and an urban trail through the Open Space Opportunity Area to connect Crossroads Mall to Crossroads Park and Community Center. The Urban Trails shall be pedestrian oriented, activate the Project, and invite users into Crossroads Park and the Open Space Opportunity Area.

The following shall be incorporated:

- Generous width of sidewalk of a minimum 10’;
  - Wayfinding signage that welcomes users and invites pedestrians into Crossroads Park;
  - Opportunities for adjacent commercial and residential activation to provide “eyes” into and onto the Urban Trails; and
  - Lighting shall be inviting and designed with CPTED principles.
3. **Park Interface Area** – The project shall include reparations and improvements (approximately 1,250 square feet) on the adjacent City-owned Crossroads Park and Community Center property. The improvements include an accessible urban trail connection between Crossroads Mall and Crossroads Park, landscaping, hardscape, signage and amenities as depicted on Attachment B. The improvements shall be constructed to Park’s Department standards and will require additional permits, approvals and permission from the City.
4. **Pedestrian Improvements** – The project shall include pedestrian improvements to connect to the surrounding street and sidewalk network, to improve pedestrian safety and the pedestrian experience, and to activate the Project. The pedestrian improvements shall include a sidewalk along the west side of 160<sup>th</sup> Ave NE to connect to 8<sup>th</sup> Ave NE, and pedestrian improvements to the south and west of the existing retail (Michael’s) development, as depicted in Attachment B.
5. **Signage.** In addition to compliance with the Bellevue Sign Code, the Project shall:
- Ensure that commercial signage is an integral part of the architectural design of the Urban Trail. Urban Trail signage should be scaled to enhance the pedestrian environment.
  - Include wayfinding signage to encourage pedestrian connectivity to Crossroads Park.