

CITY OF BELLEVUE, WASHINGTON

ORDINANCE NO. 6576

An ORDINANCE authorizing execution of the Development Agreement, pursuant to the provisions of Chapter 36.70B RCW, to enable the mixed-use Crossroads Multifamily Project in Planning District E of the Crossroads Subarea; and establishing an effective date.

WHEREAS, the City of Bellevue Land Use Code (LUC) 20.10.440 Land Use Charts - Residential, note 6 prohibits multifamily development in Planning District E of the Crossroads Subarea north of NE 8th Street, except through a City Council-approved Development Agreement (DA); and

WHEREAS, the DA must be consistent with Chapter 36.70B RCW, the Local Project Review Act, and include design guidelines that advance Comprehensive Plan Policies S-CR-79, S-CR-80, S-CR-81, and Figure S-CR-2 regarding the creation of mixed-use developments with pedestrian connections, park connections where appropriate, and public open space; and

WHEREAS, the City Council held study sessions on January 25, 2021 and April 12, 2021 to consider the DA for the Crossroads Multifamily Project in Planning District E of the Crossroads Subarea; and

WHEREAS, the proposed Crossroads Multifamily Project provides the public benefits that are required by and consistent with the LUC and Comprehensive Plan Policies S-CR-79, S-CR-80, S-CR-81, and Figure S-CR-2; and

WHEREAS, consistent with City Council direction during the January 25, 2021 study session, the DA was revised to include an affordable housing enhanced public benefit as a component of the Crossroads Multifamily Project; and

WHEREAS, under RCW 36.70B.170, “affordable housing” is a development standard that shall apply to and govern and vest the development, use, and mitigation of the development of the Crossroads Multifamily Project; and

WHEREAS, consistent with Council direction during the January 25, 2021 study session, the Project site will be included in the City’s Multifamily Housing Property Tax Exemption Program (MFTE Program), Chapter 4.52 of the Bellevue City Code (BCC), as consideration for the affordable housing enhanced public benefit provided by the Crossroads Multifamily Project; and

WHEREAS, through execution of the DA, the City may allow the proposed multifamily development to occur in Planning District E of the Crossroads Subarea at

the Project site, and the Project will implement Comprehensive Plan Policies S-CR-79, S-CR-81, HO-7, HO-21, HO-23, HO-29, and HO-30; and

WHEREAS, the Environmental Coordinator for the City of Bellevue determined that this DA will not result in any probable, significant, adverse environmental impacts and issued a final threshold determination of non-significance for the DA on January 28, 2021; and

WHEREAS, on April 26, 2021, the City Council adopted Resolution No. 9927, which stated the City's intention, consistent with RCW 36.70B.200, to hold a public hearing prior to approval of the DA; and

WHEREAS, after providing legally-required public notice, the City Council held a public hearing on May 10, 2021 prior to approval of the DA consistent with RCW 36.70B.200; and

WHEREAS, the City Council finds that this DA is consistent with RCW 36.70B.170 to 36.70B.210, is consistent with applicable provisions in LUC 20.10.440 regarding multifamily development in Planning District E of the Crossroads Subarea; and is consistent with the Comprehensive Plan; now, therefore,

THE CITY COUNCIL OF THE CITY OF BELLEVUE, WASHINGTON, DOES ORDAIN AS FOLLOWS:

Section 1. The City Manager or their designee is hereby authorized to execute the Development Agreement, pursuant to the provisions of Chapter 36.70B RCW, to enable the mixed-use Crossroads Multifamily Project in Planning District E of the Crossroads Subarea.

Section 2. A true and correct copy of the Development Agreement is attached to this Ordinance as Attachment A, is adopted by reference into this Ordinance, is approved by this Ordinance, and has been given Clerk's Receiving No. _____.

Section 3. Effective Date. This Ordinance shall take effect and be in force five (5) days after adoption and legal publication.

Passed by the City Council this _____ day of _____, 2021, and signed in authentication of its passage this _____ day of _____, 2021.

(SEAL)

Lynne Robinson, Mayor

Approved as to form:
Kathryn L. Gerla, City Attorney

Matthew McFarland, Assistant City Attorney

Attest:

Charmaine Arredondo, City Clerk

Attachment A

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 of Project Site: See Attachment A

Assessor's Tax Parcel No.: See Attachment A (7.5 acre area covering portions of Parcel Nos. 262505-9150; 262505-9243)

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 adopted pursuant to authority provided in RCW 36.70B.170 *et seq.*; and

WHEREAS, this Development Agreement sets forth the applicable development standards, public benefit requirements—including pedestrian connections, park connections, public open space, and affordable housing—and other provisions related to the development project described herein; 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, with the Project site 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 only 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 also includes an affordable housing public benefit which requires that a minimum of twenty (20) percent of all units in the Project shall be affordable units with affordable rents at or below eighty (80) percent of King County median income (the “Enhanced Public Benefit”); and

WHEREAS, the Enhanced Public Benefit also provides that any dwelling unit within the Project that is 300 square feet or less shall be categorized as a very small dwelling unit, which is required to have an affordable rent at or below forty-five (45) percent of King County median income; and

WHEREAS, in consideration of the Enhanced Public Benefit and consistent with Bellevue City Code (BCC) 4.52.030.C, the City shall formally include the Project site, as legally described in Attachment A, as a “residential targeted area” under the City’s Multifamily Housing Property Tax Exemption Program (“MFTE Program”), Chapter 4.52 BCC; and

WHEREAS, under BCC 4.52.030.C, the City Council may, by ordinance, in its sole discretion, amend or rescind the designation of a residential targeted area in the MFTE Program pursuant to the procedural requirements in BCC 4.52.030.A; and

WHEREAS, and as further described below in Section C.1.c, the affordable housing provided by the Enhanced Public Benefit shall remain in the City’s MFTE Program for the maximum amount of time the Project qualifies for an exemption from ad valorem property taxation under Chapter 4.52 BCC, including any extended period of time that may be available to Grantor based on future amendments or modifications to current provisions in Chapter 4.52 BCC; 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, the Project is also consistent with Housing Element Policies HO-7 and HO-23: *Encourage the development of affordable housing through incentives and other tools consistent with state enabling legislation; and*

WHEREAS, the Project is also consistent with Housing Element Policy HO-21: *Address the entire spectrum of housing needs, including the need for housing affordable to very low, low, and moderate income households, through the City's affordable housing programs; and*

WHEREAS, the Project is also consistent with Housing Element Policy HO-29: *Explore financial incentives to encourage affordable housing, such as partial exemptions from city permit fees, the state property tax exemption program and other state enabled programs; and*

WHEREAS, the Project is also consistent with Housing Element Policy HO-30: *Ensure that all affordable housing created in the City with public funds or by regulation remains affordable for the longest possible term; 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, "affordable housing" is a development standard that shall apply to and govern and vest the development, use, and mitigation of the development of the Project; 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, affordable housing, or other public benefits and 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, will gain additional certainty about allowable uses of the Project site, and will benefit from inclusion of the Project site in the MFTE Program; 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 and Enhanced Public Benefit as set forth in the Recitals. The Public Benefits are depicted on Attachment B and described in Attachment C (“Public Benefits Design Guidelines”), and Attachment B and Attachment C are incorporated herein by reference. The Enhanced Public Benefit is described in Section C below.

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. Enhanced Public Benefit.

1. The Enhanced Public Benefit is:
 - a. A minimum of twenty (20) percent of all units in the Project shall be affordable units with affordable rents at or below eighty (80) percent of King County median income; and
 - b. Any dwelling unit within the Project that is 300 square feet or less shall have an affordable rent at or below forty-five (45) percent of King County median income.
 - c. The Parties acknowledge that the City’s MFTE Program, Chapter 4.52 BCC, may at a future time be amended, modified, or replaced by new provisions. The Parties also acknowledge that the MFTE Program may be amended to provide for an extended period of affordability for twenty (20) percent of units in the Project in exchange for an extended time period in which the Project is exempt from ad valorem property taxation.

Grantor agrees that the affordable units at the Property shall remain affordable units as set by the terms of this Development Agreement for the maximum amount of time the Project qualifies for an exemption from ad valorem property taxation under Chapter 4.52 BCC. Similarly, it is the express intention of the Parties to maintain the Enhanced Public Benefit consistent with terms of Sections C.1.a and C.1.b of this Agreement for the maximum amount of time that Grantor receives the tax benefits of the MFTE Program. In the event that the Enhanced Public Benefit may, consistent with the terms of this Agreement, be extended under Chapter 4.52 BCC and the MFTE Program in the future, Grantor shall extend the Enhanced Public Benefit for the maximum amount of time the Project qualifies for participation in the MFTE Program, now or as hereafter amended.

2. **Consideration for Enhanced Public Benefit.** In consideration of the Enhanced Public Benefit, the City shall formally include the Project site, as legally described in Attachment A, as a “residential targeted area” under the MFTE Program.

D. 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 portions 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.
3. The Enhanced Public Benefit shall run with the land. Prior to issuance of any certificate of occupancy, Grantor shall execute and record a covenant with the King County department of records and elections that is in a form acceptable to the City Attorney and that addresses the price restrictions, eligible household qualifications, long-term

affordability, and any other applicable topics related to the Enhanced Public Benefit and the mandatory affordable housing units included in the Project. This covenant shall be a covenant running with the land and shall be binding on the assigns, heirs, and successors of Grantor.

E. 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.

F. 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.

G. 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.

H. 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.

I. 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, the Design Guidelines, or the Enhanced Public Benefit 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, the Design Guidelines, or the Enhanced Public Benefit; 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 material change in the nature of the Public Benefits, the Design Guidelines, or the Enhanced Public Benefit described in this Agreement; 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.

J. 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.

K. 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.

L. 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 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.

M. 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 Agreement, the Development Agreement shall prevail.

N. 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.

O. 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 and Enhanced Public Benefit set forth in this Development Agreement.

P. 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.

Q. 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.

R. 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.

However, and without limitation, if the Enhanced Public Benefit or any provision in this Development Agreement requiring the construction and operation of affordable housing units is found to be invalid or in violation of any statute, rule, regulation, or common law, then the entire Development Agreement shall be null and void. It is the intention of the Parties that the

Enhanced Public Benefit is a mandatory material term of this Agreement, and invalidation of the Enhanced Public Benefit shall invalidate the entire Agreement.

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.

S. 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.

T. 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. Nothing in this Agreement shall restrict the authority of the City to exercise its power to rezone the Property in future years.

U. 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 110th Ave. NE
Bellevue, WA 98006

PO Box 90012
Bellevue, WA 98009-90012

With a copy to:
City of Bellevue, City Attorney
450 110th 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

With a copy to:
Jessica Clawson
McCullough Hill Leary PS
701 5th Avenue Suite 6600
Seattle, WA 98104
Email: jessie@mhseattle.com

V. 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.

W. 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.

X. 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.

Y. 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.

Z. No Joint Venture.

No joint venture or partnership is created by this Agreement.

AA. 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]

ATTACHMENT A

Legal Description of Project Site

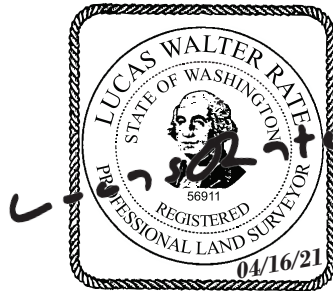
7.5 ACRE PARCEL DESCRIPTION

A PARCEL OF LAND IN THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 26, TOWNSHIP 25 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH 1/4 CORNER OF SAID SECTION 26, FROM WHICH THE NORTH 1/4 CORNER BEARS 1°11'55" EAST, A DISTANCE OF 5,328.53 FEET, AND FROM WHICH THE SOUTHEAST CORNER BEARS SOUTH 88°42'29" EAST, A DISTANCE OF 2,649.65 FEET;
THENCE SOUTH 88°42'29" EAST, ALONG THE SOUTH LINE OF SAID SECTION, COINCIDENT WITH THE CENTERLINE OF NORTHEAST 8TH STREET, A DISTANCE OF 1,030.00 FEET;
THENCE NORTH 01°11'55" EAST, DEPARTING SAID SOUTH LINE, ALONG THE EAST LINE OF THE WEST 1,030 FEET OF SAID SUBDIVISION, A DISTANCE OF 283.80 FEET TO THE **POINT OF BEGINNING**;
THENCE NORTH 01°11'55" EAST, CONTINUING ALONG SAID LINE, A DISTANCE OF 1,009.42 FEET TO THE NORTHERLY-MOST SOUTH LINE OF PARCEL NUMBER 2625059033;
THENCE SOUTH 01°17'31" WEST, A DISTANCE OF 422.00 FEET TO THE SOUTHEAST CORNER OF PARCEL NUMBER 2625059087;
THENCE SOUTH 02°36'42" EAST, A DISTANCE OF 279.89 FEET TO THE NORTHERLY-MOST NORTH LINE OF PARCEL NUMBER 2625059135;
THENCE SOUTH 01°06'43" WEST, A DISTANCE OF 20.82 FEET;
THENCE SOUTH 01°00'46" WEST, A DISTANCE OF 99.35 FEET TO THE SOUTH LINE OF SAID PARCEL NUMBER 2625059135;
THENCE SOUTH 01°30'57" WEST, A DISTANCE OF 188.06 FEET;
THENCE SOUTH 88°42'56" EAST, A DISTANCE OF 314.12 FEET TO THE **POINT OF BEGINNING**.

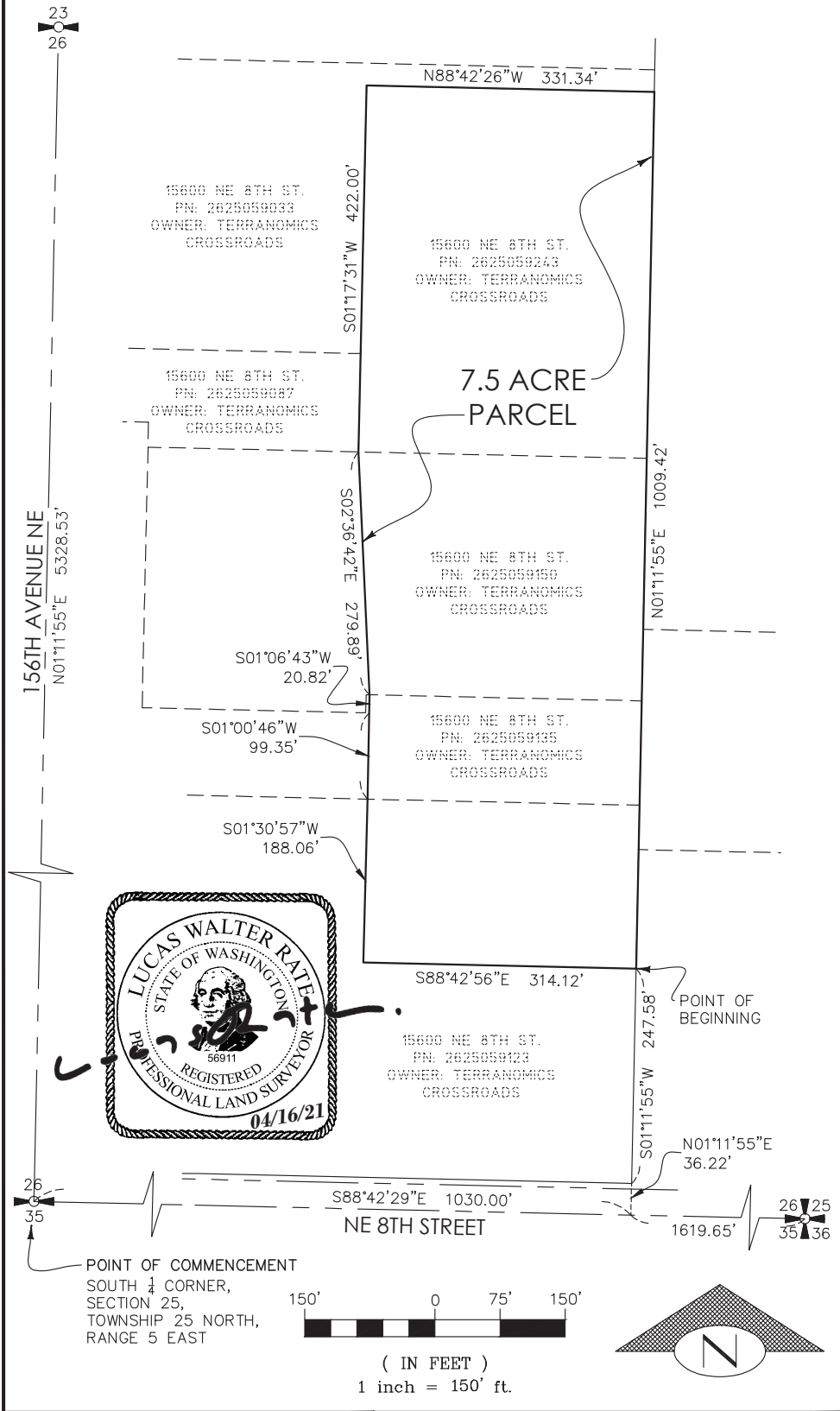
PARCEL AS DESCRIBED HEREON CONTAINS 326,700 SQUARE FEET, OR 7.5 ACRES, MORE OR LESS.

SITUATE IN THE CITY OF BELLEVUE, KING COUNTY, WASHINGTON.



M2K
BELLEVUE CROSSROADS
LUCAS W. RATE, P.L.S.
BRH JOB NO. 2011019.09
APRIL 16, 2021

BUSH, ROED & HITCHINGS, INC.
2009 MINOR AVENUE EAST
SEATTLE, WA 98102
(206) 323-4144



7.5 ACRE PARCEL
CROSSROADS BELLEVUE
MG2
BELLEVUE WASHINGTON

BUSH, ROED & HITCHINGS, INC.
LAND SURVEYORS & CIVIL ENGINEERS
2009 MINOR AVE. EAST (206) 323-4144
SEATTLE, Washington DATE: 4/16/21
98102-3513 JOB NO.: 2011019.09

**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

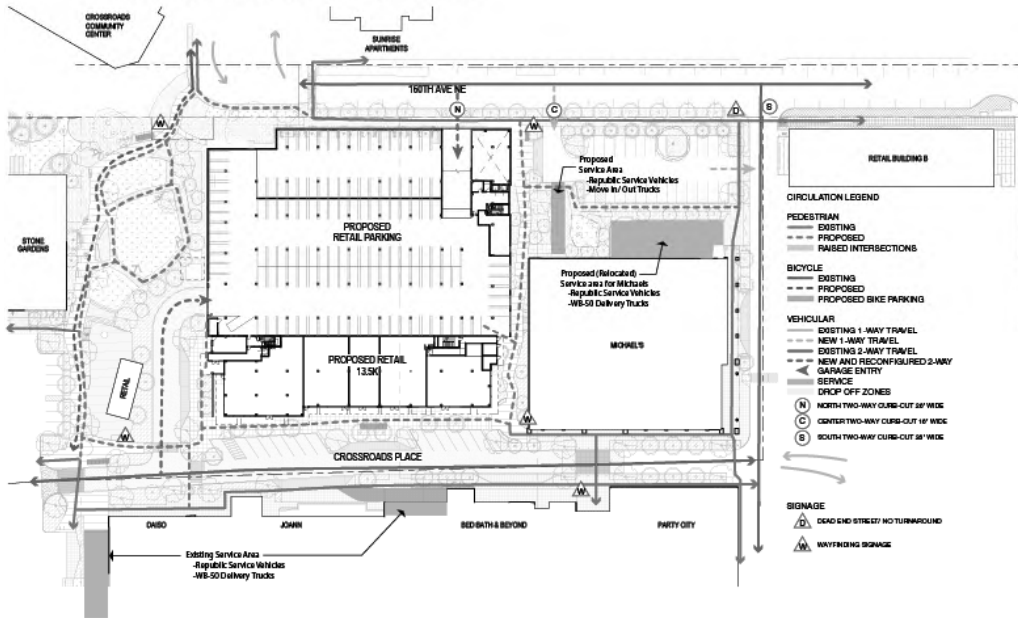


- LEGEND**
- ← - - - - - → EXISTING PEDESTRIAN CONNECTION
 - ← - - - - - → EXISTING INTERIOR PEDESTRIAN CONNECTION
 - ← - - - - - → PROPOSED / IMPROVED PEDESTRIAN CONNECTION
 - PROPOSED MIXED-USE MULTI-FAMILY BUILDING
 - PROPOSED OPEN SPACE OPPORTUNITY ZONE

SITE ACCESS DIAGRAM

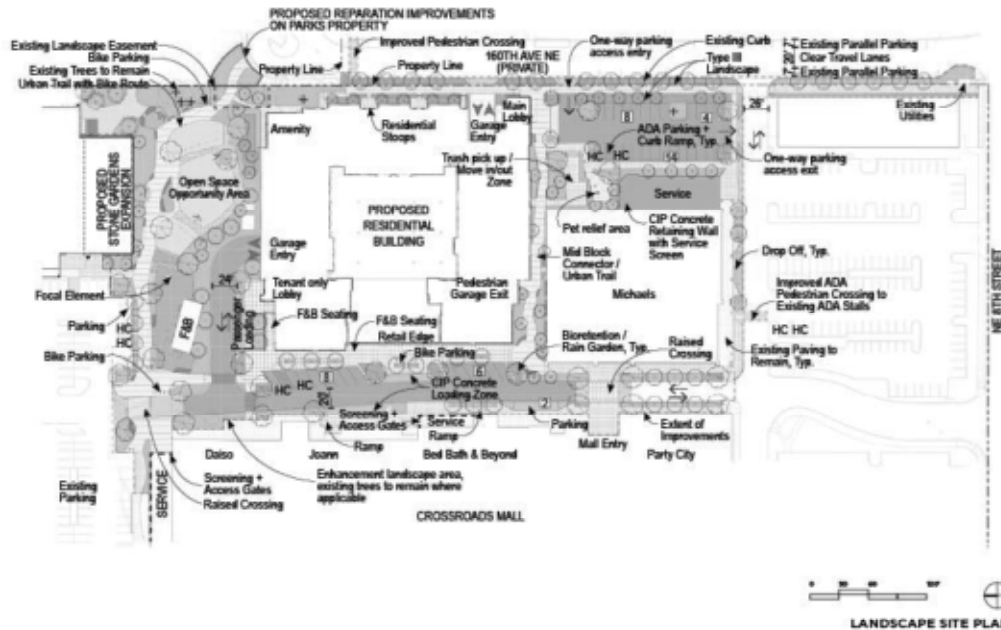
1b / PUBLIC BENEFIT

Strengthened pedestrian, bicycle, and vehicular circulation

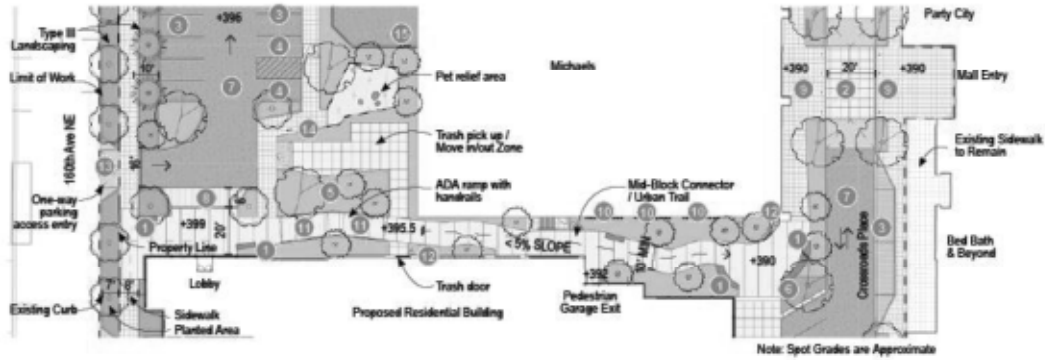


PUBLIC BENEFIT

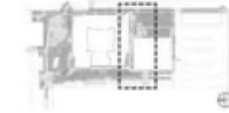
Improved and programmed park connection



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



Key Map



Legend

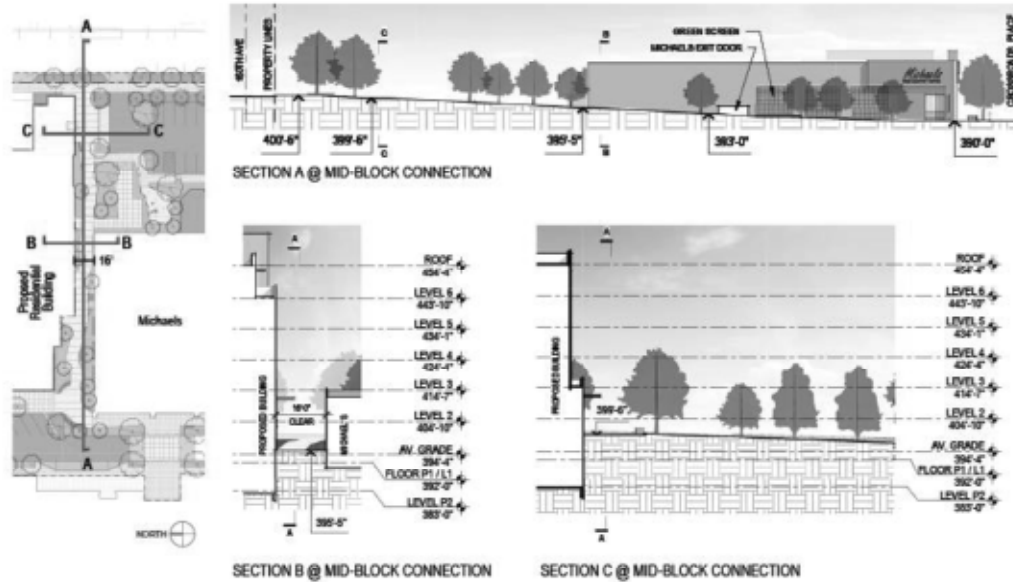
- | | |
|---------------------------------|---|
| 1. Wood Seating Platform /Bench | 9. Bollards |
| 2. Raised intersection | 10. Green Screen |
| 3. Parking | 11. ADA Ramp |
| 4. ADA Parking | 12. Landscape Boulders |
| 5. Planting Area | 13. CIP Concrete Driveway Apron |
| 6. Stormwater Planting | 14. 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

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

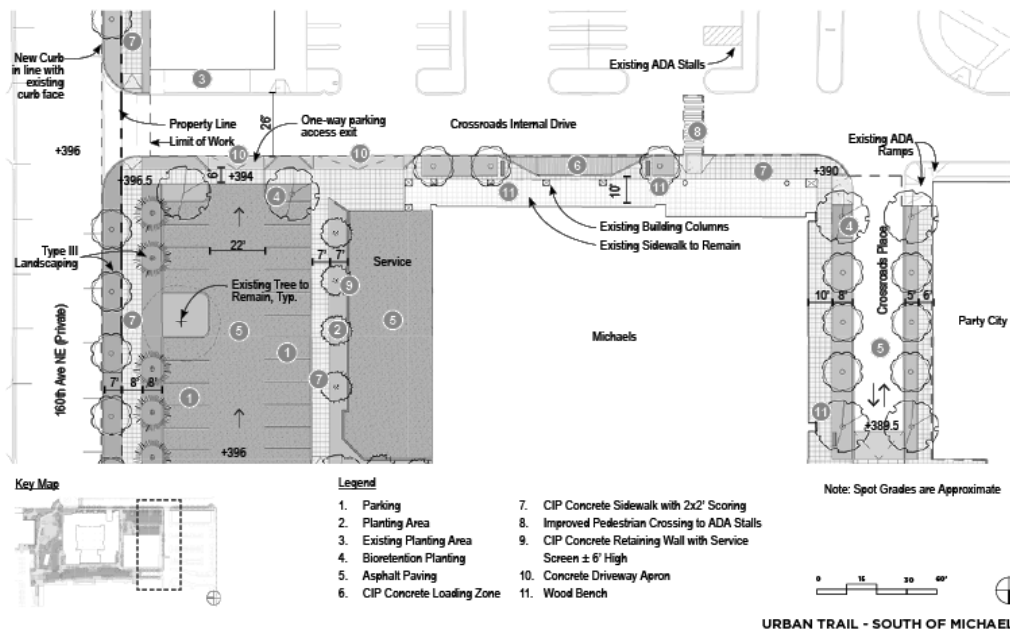
URBAN TRAIL NORTH OF MICHAELS / 2ND PARK CONNECTOR PER CITY SUBAREA MASTER PLAN
Stronger connection, bringing together 160th and Shopping Center



URBAN TRAIL - SOUTH OF MICHAELS

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

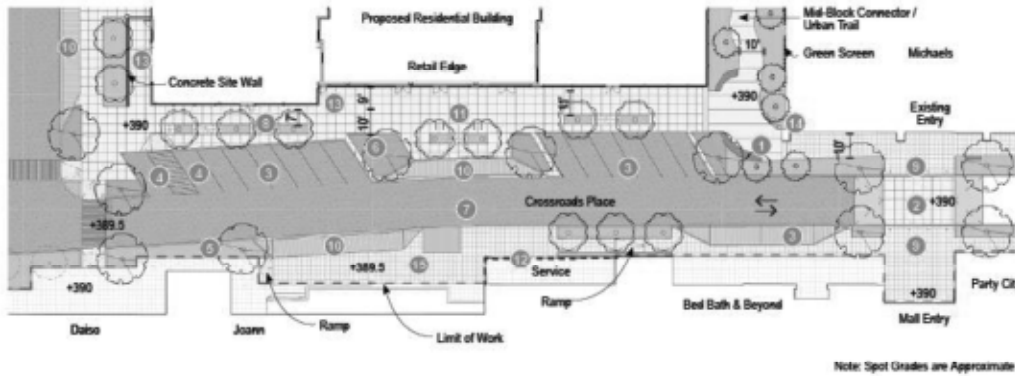
DETAILS ON SECONDARY PEDESTRIAN CONNECTION





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

PUBLIC BENEFIT
Stronger Crossroads Place Experience

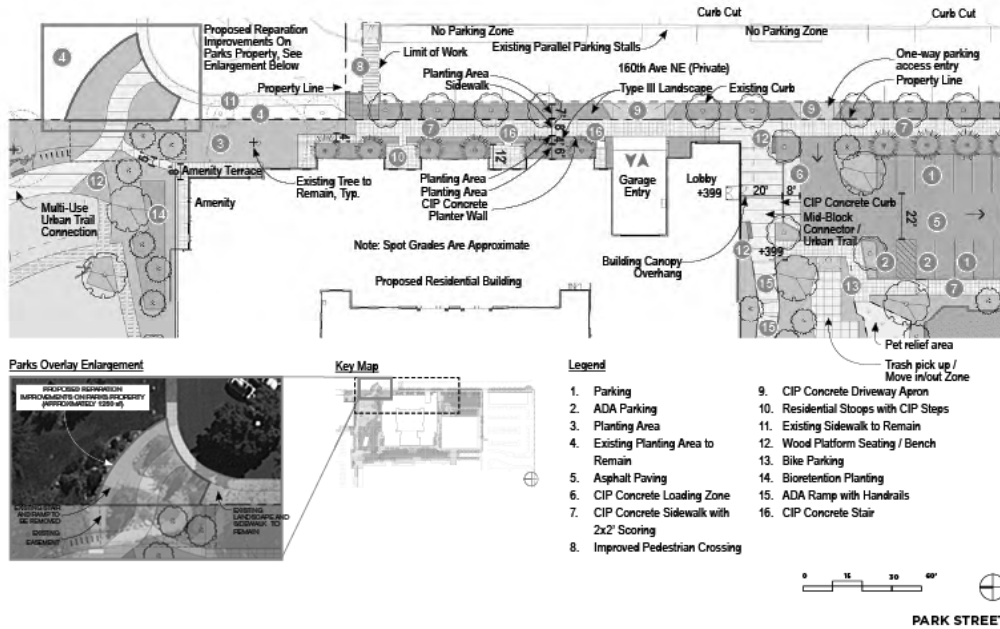




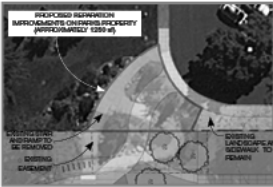
CROSSROADS MULTI FAMILY - BELLEVUE, WA
 DEVELOPERS AGREEMENT 12.01.2020 PROJECT 18-132391-LD

PUBLIC BENEFIT

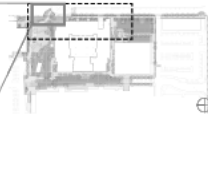
Stronger Pedestrian Connection on 160th (Abuts Park)



Parks Overlay Enlargement

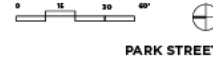


Key Map



Legend

1. Parking
2. ADA Parking
3. Planting Area
4. Existing Planting Area to Remain
5. Asphalt Paving
6. CIP Concrete Loading Zone
7. CIP Concrete Sidewalk with 2x2' Scoring
8. Improved Pedestrian Crossing
9. CIP Concrete Driveway Apron
10. Residential Stoops with CIP Steps
11. Existing Sidewalk to Remain
12. Wood Platform Seating / Bench
13. Bike Parking
14. Bioretention Planting
15. ADA Ramp with Handrails
16. CIP Concrete Stair

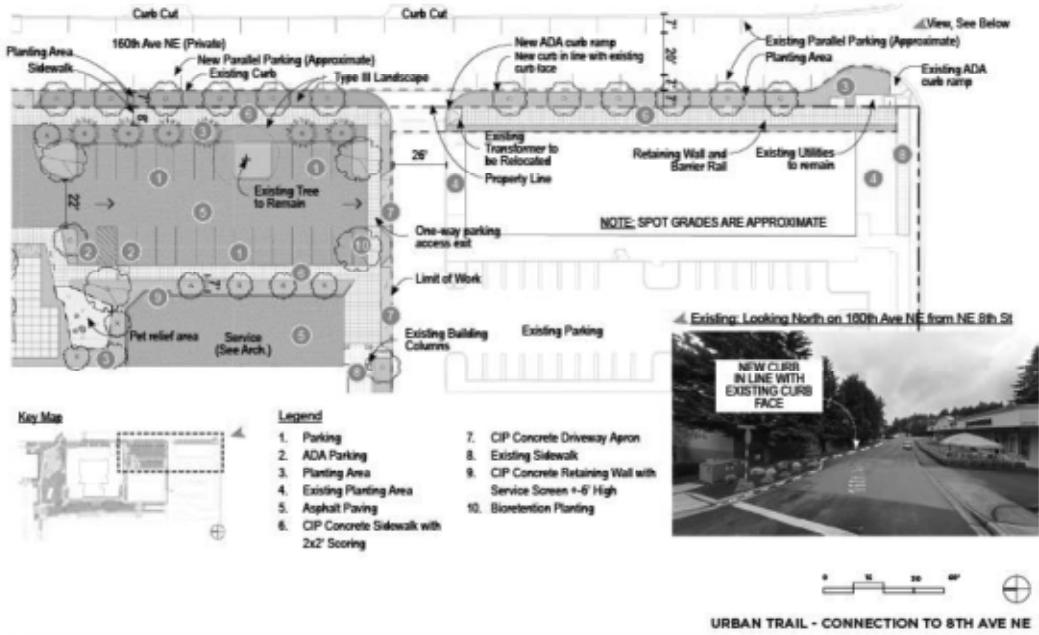


PARK STREET

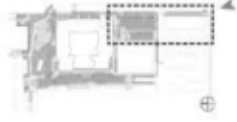
Crossroads MG2 HEWITT CROSSROADS MULTI FAMILY - BELLEVUE, WA DEVELOPERS AGREEMENT 12.01.2020 PROJECT 18-132391-LD 11

PUBLIC BENEFIT

Stronger pedestrian connection on 160th (continued south)

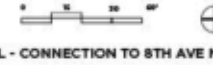


Key Map



Legend

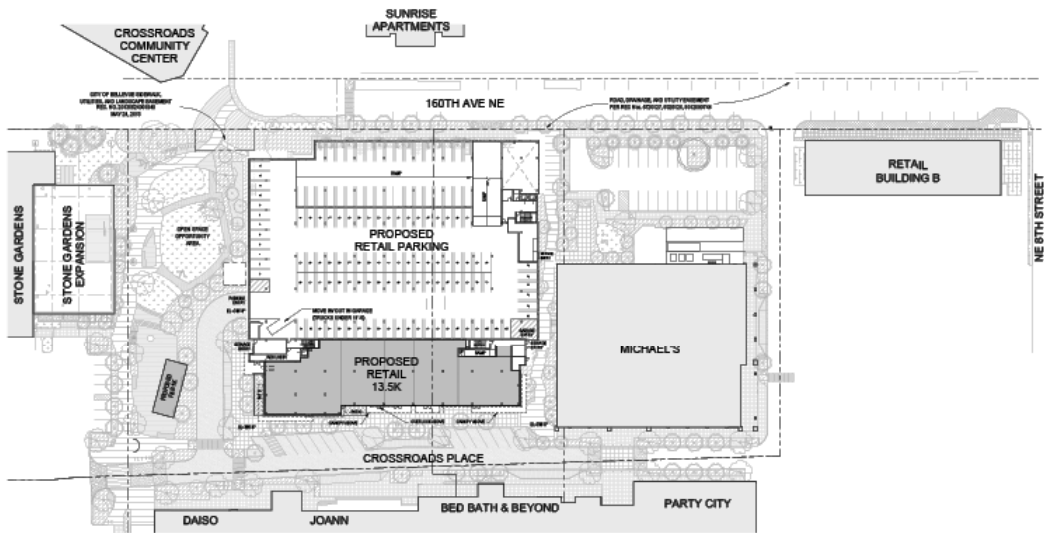
1. Parking
2. ADA Parking
3. Planting Area
4. Existing Planting Area
5. Asphalt Paving
6. CIP Concrete Sidewalk with 2x2' Scoring
7. CIP Concrete Driveway Apron
8. Existing Sidewalk
9. CIP Concrete Retaining Wall with Service Screen 1-6' High
10. Bioretention Planting



URBAN TRAIL - CONNECTION TO 8TH AVE NE

Crossroads MG2 HEWITT 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 160th Ave NE to connect to 8th 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.