

WHEN RECORDED RETURN TO:

Attachment 2

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

Document Title: **Development Agreement**

Grantor: Crossroads Village LLC, a Washington limited liability company

Grantee: City of Bellevue, a Washington municipal corporation

Legal Description:

Abbreviated Legal Description:

PARCEL A: S 50 FT OF N 401 FT OF E 250 FT OF W 280 FT OF NW 1/4 OF SE 1/4, SEC. 26-25-5, W.M., LESS POR DEEDED TO CITY OF BELLEVUE UNDER REC # 20020410003162

PARCEL B: E 40 FT OF W 280 FT OF S 180 FT OF N 581 FT OF NW 1/4 OF SE 1/4, SEC. 26-25-5, W.M..

PARCEL C: LOT 1 CITY OF BELLEVUE B.L.A. NO 98-833 & DECLARATION OF LOT COMBINATION NO DLC 98-832 REC NO 9810139003 LESS POR DEEDED TO CITY OF BELLEVUE UNDER REC # 20020410003162

Full Legal Description: See Exhibit A attached

Assessor's Tax Parcel No.: 262505-9212; 262505-9211; 262505-9200

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 day, by and between the **CITY OF BELLEVUE**, a Washington municipal corporation (“City”) and **CROSSROADS VILLAGE LLC**, a Washington limited liability company (“Grantor”). The City and the Grantor are together known 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 is adopted pursuant to authority provided in RCW 36.70B.170 *et seq.*;

WHEREAS, Grantor wishes to develop a mixed use development commonly referred to as “Crossroads Village,” or the “project,” on property adjacent to the west side of the Crossroads Golf Course in the Crossroads Subarea;

WHEREAS, the proposed site of Crossroads Village is zoned Commercial Business (CB), a zoning classification which generally allows the mix of uses and density envisioned by the developer;

WHEREAS, the proposal for Crossroads Village is consistent with existing Comprehensive Plan Policy LU-27 *Encourage mixed residential/commercial development in all Neighborhood Business and Community Business land use districts where compatibility with nearby uses can be demonstrated*;

WHEREAS, the proposal for Crossroads Village 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.*;

WHEREAS, although the Comprehensive Plan allows multifamily development in Crossroads District E, the existing Bellevue Land Use Code prohibits additional multifamily units such as those proposed by Grantor for Crossroads Village and the project could not move forward as proposed without a Land Use Code amendment;

WHEREAS, LUC 20.30J.135 requires a proposal to amend the text of the Land Use Code to be consistent with the Comprehensive Plan, enhance the public health, safety or welfare, and not be contrary to the best interest of the citizens and property owners of the City of Bellevue;

WHEREAS, the City Council has amended the Land Use Code to allow for multi-family housing in the area where Crossroads Village is proposed;

WHEREAS, to allow multifamily housing at the Crossroads Village site, the City Council required this Development Agreement to be executed ;

WHEREAS, the Parties have worked to develop Design Guidelines to guide the project's ultimate development and to optimize the public benefit of the Crossroads Village project including an Urban Trail, a Park Connection, enhancements to NE 15th Street as Park Street, and improved Park Interface, as further described in Attachment B;

WHEREAS, the development of Crossroads Village is expected to implement the City's vision and Comprehensive Plan policies for Crossroads District E and provide public benefits, including the following elements that implement the Crossroads Subarea Plan: 1) a dedicated, accessible, and pedestrian-friendly public connection along the east half of the south end of the project into Crossroads Park which improves Park usage; 2) an "urban trail" providing activated, pedestrian-friendly commercial frontage north-south through the project core; 3) a Park interface with Crossroads Park that enhances the transition from private to public space; 4) enhancements to NE 15th Street to be compatible with its function as an entryway into Crossroads Park; and 5) a general project site plan all as further described in Attachment C;

WHEREAS, the senior housing project currently proposed at [ADDRESS] is directly south of and adjacent to the Crossroads Village project. The City shall review the senior housing project in accordance with the City's development standards, including but not limited to the Bellevue Fire Code.

WHEREAS, this Development Agreement was subject to review under the State Environmental Policy Act (SEPA) with the opportunity for public comment;

WHEREAS, Grantor will be required to separately apply for all necessary land use and technical permits for Crossroads Village, including project-level SEPA review;

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

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;

WHEREAS, RCW 36.70B.170 defines development standards to include project elements, payment of impact fees, mitigation measures, development conditions, and other requirements under chapter [43.21C](#) RCW, design standards such as maximum heights, setbacks, parking, drainage and water quality requirements, landscaping, and other development features; affordable housing; parks and open space preservation; phasing; review procedures and standards for implementing decisions; build-out or vesting period for applicable standards; and any other appropriate development requirement or procedure;

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;

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

WHEREAS Grantor will benefit from the execution of this Development Agreement to enable multifamily housing on the Crossroads Village project site, which is not otherwise allowed under the Bellevue Land Use Code; and will gain additional certainty about allowable uses of the subject site;

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 Project Design Guidelines.

1. As provided in Ordinance _____, Grantor agrees that the Crossroads Village project shall incorporate the public benefit, general site layout, and design guidelines set forth in Attachments B and C attached hereto and incorporated herein by this reference (the “Design Guidelines,” the “Public Benefit,” and the “Site Plan”).

B. Multifamily Development Use.

1. Execution of this Development Agreement, together with compliance with the Design Guidelines, shall allow the Crossroads Village project to include up to 233 dwelling units and 18,000 s.f. of non-residential and residential amenity space, as allowed by Ordinance _____. Grantor is required to apply for a separate project-level permit which will be reviewed by the City; project-level SEPA review is also required for the Crossroads Village project.
2. Timing. Grantor shall construct the Crossroads Village project, including the Public Benefit, as set forth in the delivery schedule in Attachment D (the “Timing and Delivery of Public Benefits”).

C. Easements, Permits, and Agreements.

1. Public Access Easement. Prior to opening the Park Connection, Grantor shall record a public access easement in a form acceptable to the City to provide limited public access over, across and upon the Park Connection during the hours that the City’s Crossroads Park is open to the public. The public access easement shall provide for Grantor’s

indemnification of the City using language approved by the City Attorney's Office. Timing of delivery of the Park Connection will be according to Attachment D to this Agreement.

2. In order to facilitate the construction of Crossroads Village, the City agrees to timely participate in the relocation of utility easements that currently cross the Crossroads Village site, as needed to accomplish the Crossroads Village project.
3. Special Use Permit. Crossroads Village will apply for, and the City will not unreasonably withhold, a Special Use permit substantially in the form attached as Attachment F. The Special Use Permit shall provide for Grantor's indemnification of the City using language approved by the City Attorney's Office.
4. It shall be Grantor's responsibility to obtain all easements, consents, permits, and approvals to construct Crossroads Village, including those permits necessary to construct the public benefits as defined in Attachment C.
5. Park Work Zone. Grantor shall construct the Park Interface public benefit in the manner and in the area set forth in Attachment E (the "Park Work Zone"). Grantor shall construct the Public Benefits in a workmanlike manner; in no event shall Grantor occupy the Park Work Zone for more than a total of 18 months from start of construction in the Park Work Zone as set forth in the Timing and Delivery of Public Benefits. Grantor shall not store, deposit or stage construction materials within the Park Work Zone, except for those materials necessary to construct the Public Benefits located within the Park Work Zone.
 - a. Restoration Bond. At least seven (7) days before commencing any work in the Park Work Zone, and following issuance by the City of the Clearing & Grading Permit, Grantor will procure a Park Work Zone restoration bond for the work to be constructed in the Park Work Zone in a form and amount reasonably acceptable to the City. The bond shall provide that work within the Park Work Zone is for the benefit of the City and the public's interest in Crossroads Park and that the City may automatically obtain the benefit of the bond if construction of the Project within Phase I as shown in the Design Guidelines has stopped for a period of four (4) consecutive months after the start of construction within the area east of the Urban Trail or the public benefits related to Phase I are not completed within 2 years of the start of construction in accordance with the schedule set forth in Attachment D

D. No Approval of Project-related Actions.

The execution of this Development Agreement does not, in and of itself, permit any specific development.

Nothing in this Agreement shall be interpreted to limit the exercise by City of its regulatory powers with respect to the Crossroads Village 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 determination as to the consistency of the Crossroads Project with applicable plans, codes and ordinances, b) an agreement or commitment to approve any or all development on the Property, nor c) any commitment whatsoever by City with respect to any future City 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.

E. 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 Crossroads Village. Project-level SEPA review will be required as part of the Crossroads Village project-level review process.

F. Term and Termination

This Development Agreement shall go into effect on the date it is executed by the parties ("Effective Date"). This Development Agreement shall be effective until three (3) years after the Effective Date; provided that the term shall automatically be extended for the effective life of any land use permit and/or building permit approved consistent with this Agreement. If the Crossroads 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 Crossroads Project. Otherwise, upon expiration of the term, as may be extended above, this Development Agreement shall automatically terminate.

G. 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:

- i. The proposal does not result in any significant adverse impact on City property or to the public, in consultation with the Land Use Director, Planning Director and Parks Director; and
- ii. The proposal is within the general scope, purpose and intent of this Agreement and the Design Guidelines, and
- iii. The proposal complies with all applicable provisions of the Land Use Code and the Bellevue City Code; and
- iv. The proposal does not result in any change in the nature of the public benefits described in this Agreement and the Design Guidelines; and
- v. Such amendment by the City Manager will not violate any state or local laws including the State Environmental Policy Act and Growth Management Act.

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

H. Binding Effect; Assignability.

Grantor may not assign or transfer this Agreement to any other party without notifying the City in writing at least 30 days prior to closing such transfer. The City shall have the right to a meeting at a mutually agreeable date, time, and place with the intended transferee and Grantor no less than 10 days prior to the closing of such transfer. The agenda of the meeting may include, but is not limited to, the state of the project, the public benefits, and Design Guidelines, the City's expectations with respect to this Development Agreement, and the Grantor and its transferee's transition plan for interfacing with the City. The City may waive its right to a meeting with the assignee or transferee in its judgment, particularly if the assignee or transferee is an affiliate of Grantor. This Development Agreement shall bind and inure to the benefit of the Parties hereto and their respective successors, heirs, legatees, representatives, receivers, trustees, successors, transferees, and assigns

I. Effect of Grantor Approval

The Development Agreement does not impose an obligation on Grantor or its successors or assigns to develop the Crossroads Project. It is understood that this Agreement is applicable to the Crossroads Village 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 .

J. 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 have been duly entered into by the Parties, will constitute as against each Party a valid, legal and binding obligation that shall run with the land, and will be enforceable against each Party in accordance with the terms herein.

K. 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 the city code or ordinances and this Development Agreement, this Development Agreement shall prevail.

L. Full Understanding

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

M. Remedies

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

N. 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 Parties 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 or Parties.

O. 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 any subsequent breach by that party. No waiver shall be valid unless in writing and signed by the party against whom enforcement of the waiver is sought.

P. Severability

This Development Agreement is expressly made and entered into under the authority of RCW 37.70B.170 *et seq.* This Development Agreement does not violate any federal or state statute, rule, regulation or common law known; 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 remaining in full force and effect. In the event that any Public Benefit 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 by Grantor in order to mitigate impacts that may arise as a result of the invalidation of any such Public Benefits.

Q. 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.

R. 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.

S. 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 notice to the other Party:

CITY OF BELLEVUE

Attention: Land Use Director
Department of Design Services
450 110th Ave. NE
Bellevue, WA 98006

PO Box 90012
Bellevue, WA 98009-90012

With a copy to: City Attorney

CROSSROADS VILLAGE LLC

Attention: Pete Lymberis
Address 419 Occidental Ave South, Suite 300
Seattle, WA 98104
Email: petel@intra-corp.com

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

T. Final and Complete Agreement

This Development Agreement constitutes the final and complete expression of the Parties on the development standards governing the 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. 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.

U. 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.

V. 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.

W. 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.

X. Counterparts.

This Agreement may be executed in any number of counterparts, each of which shall be an original, but those counterparts will constitute one and the same instrument Counterparts.

[SIGNATURES BEGINNING ON NEXT PAGE]

SIGNATURE PAGE TO DEVELOPMENT AGREEMENT
CROSSROADS VILLAGE LLC (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.

CROSSROADS VILLAGE LLC
a Washington limited liability company

By: _____
Name: _____
Title: _____
Date: _____

STATE OF [INSERT]_____)) ss.
COUNTY OF [INSERT]_____))

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 Crossroads Village, LLC, a Washington limited liability company, 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
CROSSROADS VILLAGE LLC (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: _____

Lori M. Riordan, Office of the City Attorney

Name: _____

Title: _____

Date: _____

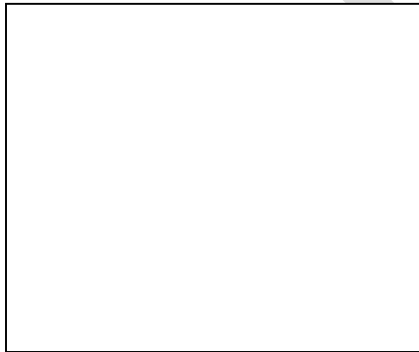
STATE OF [INSERT]_____)

) ss.

COUNTY OF [INSERT]_____)

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

PARCEL A:

THE SOUTH 50 FEET OF THE NORTH 401 FEET OF THE EAST 250 FEET OF THE WEST 280 FEET OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 25 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON;

EXCEPT THAT PORTION THEREOF DEDICATED TO THE CITY OF BELLEVUE FOR PUBLIC STREET, SIDEWALK, UTILITY, LIGHTING AND LANDSCAPING PURPOSES BY DEED RECORDED APRIL 10, 2002 UNDER RECORDING NO. 20020410003162.

PARCEL B:

THE EAST 40 FEET OF THE WEST 280 FEET OF THE SOUTH 180 FEET OF THE NORTH 581 FEET OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 25 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON.

PARCEL C:

NEW LOT 1, CITY OF BELLEVUE BOUNDARY LINE ADJUSTMENT NO. BLA-98-833, DECLARATION OF LOT COMBINATION NO. DLC-98-832, RECORDED OCTOBER 13, 1998 UNDER RECORDING NO. 9810139003, IN KING COUNTY, WASHINGTON;

EXCEPT THAT PORTION THEREOF DEDICATED TO THE CITY OF BELLEVUE FOR PUBLIC STREET, SIDEWALK, UTILITY, LIGHTING AND LANDSCAPING PURPOSES BY DEED RECORDED APRIL 10, 2002 UNDER RECORDING NO. 20020410003162.

ATTACHMENT B

Design Guidelines

ATTACHMENT B

Crossroads Village Public Benefit and Design Guidelines

In 2007, the City of Bellevue amended the Comprehensive Plan Crossroads Subarea Element after an extensive community visioning 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.

Crossroads Village is a mixed-used project intended to implement the City's vision for Crossroads District E. The 7.76 acre site is located north of Crossroads Mall and is bounded by the Crossroads Park to the east, NE 15th street to the north and commercial uses to the west.

I. Public Benefits.

The following public benefits shall be incorporated into the design of the Crossroads Village and implemented as part of the Crossroads Village development:

- **Park Connection.** One (1) dedicated, inviting, and activated pedestrian connection ("Park Connection") from the Urban Trail at the southern property line to Crossroads Park. The entire Park Connection shall be visually accessible from its western entry area on the Urban Trail, east toward Crossroads Park. The Park Connection shall include a wide promenade at least 16 feet in width, quality paving, lighting, and landscaping that incorporates CPTED principles and leads to a stair and a focal point in the Park, and also includes an ADA-accessible ramp constructed partially in Crossroads Park as shown in Exhibit A (Site Plan) and Exhibit B (Park Connection). The Park Connection shall have a park-like character, and be open to the general public during the hours that Crossroads Park is open; will link and invite existing, planned and future Crossroads residential and commercial activity to the Crossroads Park; and will clearly delineate adjacent private space with landscaping, pathways, and retaining walls (as appropriate). Minor administrative modifications to the Crossroads Village public benefits as shown in Exhibits A & B may be approved by Development Services staff, consistent with Section G of the Development Agreement.
- **Urban Trail.** The Urban Trail is the primary pedestrian and commercial corridor through the property; it shall serve as the "Main Street" running north and south through Crossroads Village as shown in Exhibit A and Exhibit C (Main Street). The Urban Trail shall include activated streetscape with wide (minimum 8-12 feet) sidewalks, landscaping, street trees, seating, and commercial frontage that will divide the space into

multiple small tenancies and includes design elements that provide visual interest. Reasonable modifications to the Crossroads Village public benefits as shown in Exhibits A & C may be approved by Development Services staff.

- **Park Interface with Crossroads Park.** Crossroads Village's eastern boundary shall enhance the interaction between the property and Crossroads Park. The Park Interface shall clearly delineate private space with landscaping, pathways, retaining walls (as appropriate) and wayfinding signage that reinforces but also enhances the transition from private to public space. The Park Interface shall be designed in collaboration with the Parks Department to ensure harmony with Crossroads Park, incorporate CPTED principles and avoid the implementation of design features that may encourage the "privatization" of public space; the final Park Interface design shall be approved by the Park Director. A prominent focal point shall be provided on the Park property at the terminus of the Park Connection, with its design to be approved by the Parks Director. An ADA accessible ramp, graded to improve Park usability, and landscaping will be provided consistent with Exhibits A and C.
- **NE 15th Street as Park Street.** NE 15th Street shall be as a "Park Street" with widened sidewalks to encourage pedestrian/cyclist activity, landscaping and street trees. Park Streets shall include, but not limited to the following elements:
 - A 6 foot wide continuous planter strip adjacent the existing curb with new street trees, low shrubs, and groundcover. This new street section replaces the informal planting edge of conifers which are messy and do not fit the character of the new development. The 18 new deciduous street trees are proposed at 30 feet on center spacing installed at minimum 3"- 4" caliper and 12-14' height.
 - An 8 foot wide multi-modal walkway which can accommodate bicycles, strollers and pedestrians.
 - An 8 foot minimum width landscaped area highlighting the transition between public and private space south of the multi-modal walkway and in front of the residential units that front on NE 15th Street. This landscaped area increases in size at the project entry drives and adjacent mixed use buildings, and incorporates additional small trees, shrubs, and groundcover.
 - A 6 foot width private patio / porch at each townhome that fronts NE 15th Street.
 - Increased paved areas adjacent the retail buildings for walking, outdoor seating, product displays, or art.

II. Design Guidelines.

A. Streetscapes.

In addition to compliance with the Bellevue Land Use Code, the CB District zoning standards, and the requirements of the Multi-Family Transitions Area Design District, unless otherwise amended by the Development Agreement, the Crossroads Village project shall:

- **Urban Trail.** The Urban Trail shall include orientation toward pedestrians, and is intended to be vitalized and activated space for gathering, shopping and enjoyment. Design shall emphasize the relationship between the ground floor of the structures facing the Urban Trail and the horizontal area between the curb and the structure. The following shall be incorporated:
 - Street edges shall incorporate commercial activities along the Urban Trail.
 - Generous width of sidewalk with a minimum of 8 foot of sidewalk with 4 foot planter strip/tree pits located at appropriate spacing.
 - Mid-block crossings to encourage east-west pedestrian connectivity.
 - Seating and street furniture, including bicycle parking and waste receptacles.
 - Angled and convenient parking stalls.
 - Overhead weather protection or canopies along the building frontage.
 - Lighting shall be inviting and designed with CPTED principles.
 - Kiosks/community boards for community postings.
- **Park Connection.** The Park Connection shall be pedestrian-oriented, and is vitalized and activated space inviting pedestrians into Crossroads Park. The following shall be incorporated:
 - Generous width of sidewalk with a minimum of 16 feet of sidewalk.
 - Special paving treatment.
 - Seating or other street furniture.
 - Wayfinding signage that invites pedestrians into Crossroads Park.
 - Lighting shall be inviting and designed with CPTED principles.
- **Internal Circulation.** Internal circulation shall include the following:
 - Sidewalks design and orientation that encourages connectivity and porosity to provide access for pedestrians.
 - Lighting shall be inviting and designed with CPTED principles.

B. Site Design.

In addition to compliance with the Bellevue Land Use Code, the CB District zoning standards, and the requirements of the Multi-Family Transitions Area Design District, unless otherwise modified by the Development Agreement, the Crossroads Village project shall:

- **Design/Orientation.**
 - The Crossroads Village shall generally conform to the conceptual site design, building orientation, circulation, open space and landscaping as shown in Exhibit A. Reasonable modifications to the development as shown in Exhibit A may be approved by Development Services staff.
 - Surrounding vegetation, topography, street patterns, parking configuration and building massing should be considered in order to result in a compatible fit between the Crossroads Village and the existing commercial development.
 - The Urban Trail shall be the primary mixed-use corridor/Main Street of Crossroads Village with activated ground-level commercial and residential

amenity spaces provided with stacked flats above. Ground floor spaces fronting the Urban Trail shall include:

- Pedestrian oriented streetscape elements set forth in Section II.A.
- Windows providing visual access.
- Multiple entrances.
- Crossroads Village residential use amenity, common area and leasing uses shall be permitted uses for the ground-level space.
- The townhomes shall be located east and west of the Urban Trail and shall include sidewalks, landscaping, open space, connection corridors and play areas. The interior townhomes will generally cluster around open space/play areas where feasible. The townhomes will include under-structure garages.
- Along Crossroads Village's eastern Park Interface, townhomes shall take advantage of existing lower grade conditions to maintain a residential scale along the Park Interface and minimize the perception of height and scale. Residential entrances to these townhomes will face the Crossroads Park, allowing for eyes on the park and activity adjacent to the Crossroads Park.
- **Vehicle Access/Parking.**
 - Primary access from the north shall be limited to three (3) drives from NE 15th Street. Emergency access from the north shall include two (2) additional restricted access drives.
 - Southern primary access shall be limited to the connection through the Urban Trail with Crossroads Mall.
 - Townhome parking shall generally be provided within the structure envelope.
 - No townhome garage may be directly accessed from NE 15th Street.
 - Commercial parking along the Urban Trail commercial parking shall be provided by angled surface stalls consistent with the Urban Trail design standards set forth in Section II.A.
 - Stacked flat parking may be provided below the structure envelope and may also be provided with nearby surface parking.
 - Guest and overflow parking shall be provided with surface parking stalls consistent with the Streetscape standards set forth in Section II.A.

C. Building Design.

In addition to compliance with the Bellevue Land Use Code, the CB District zoning standards and the requirements of the Multi-Family Transitions Area Design District, unless otherwise modified by the Development Agreement, the Crossroads Village project shall:

- Crossroads Village architectural character shall be a modern interpretation of cottage form. Buildings will have a residential scale and be oriented to pedestrians by including modulation and texture in height and depth of the facades, changes in the exterior materials, roof forms, window sizing and placement and variation in entry treatment.
- Materials and colors used on building facades should be compatible with nearby residential and commercial uses and the surrounding natural environment, particularly taking into account the proximity of Crossroads Park

- All building materials shall be clad with materials that minimize reflective light.
- All exterior lighting shall be discreet and designed with CPTED principles.
- Townhome entries shall include weather protection in the form of recessed entries or roof coverings. Commercial entries along the Urban Trail shall include weather protection in the form of awnings, canopies or covered entries consistent with standards set forth in Section II.A.

D. 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.

ATTACHMENT C

PUBLIC BENEFITS AND SITE PLAN AND DESIGN DIAGRAMS



CROSSROADS VILLAGE

DRAFT
SITE PLAN

WEISMANDESIGNGROUP



CROSSROADS VILLAGE

**PARK CONNECTION FROM URBAN
TRAIL TO CROSSROADS PARK**

WEISMANDESIGNGROUP





CROSSROADS VILLAGE

DRAFT
PARK INTERFACE


WEISMAN**DESIGN**GROUP



CROSSROADS VILLAGE

DRAFT
MAIN STREET URBAN TRAIL

WEISMANDESIGNGROUP



DRAFT

CROSSROADS VILLAGE

PERSPECTIVE VIEW 1 - LOOKING EAST AT
CROSSROADS PARK FROM PARK CONNECTION

WEISMAN**DESIGN**GROUP

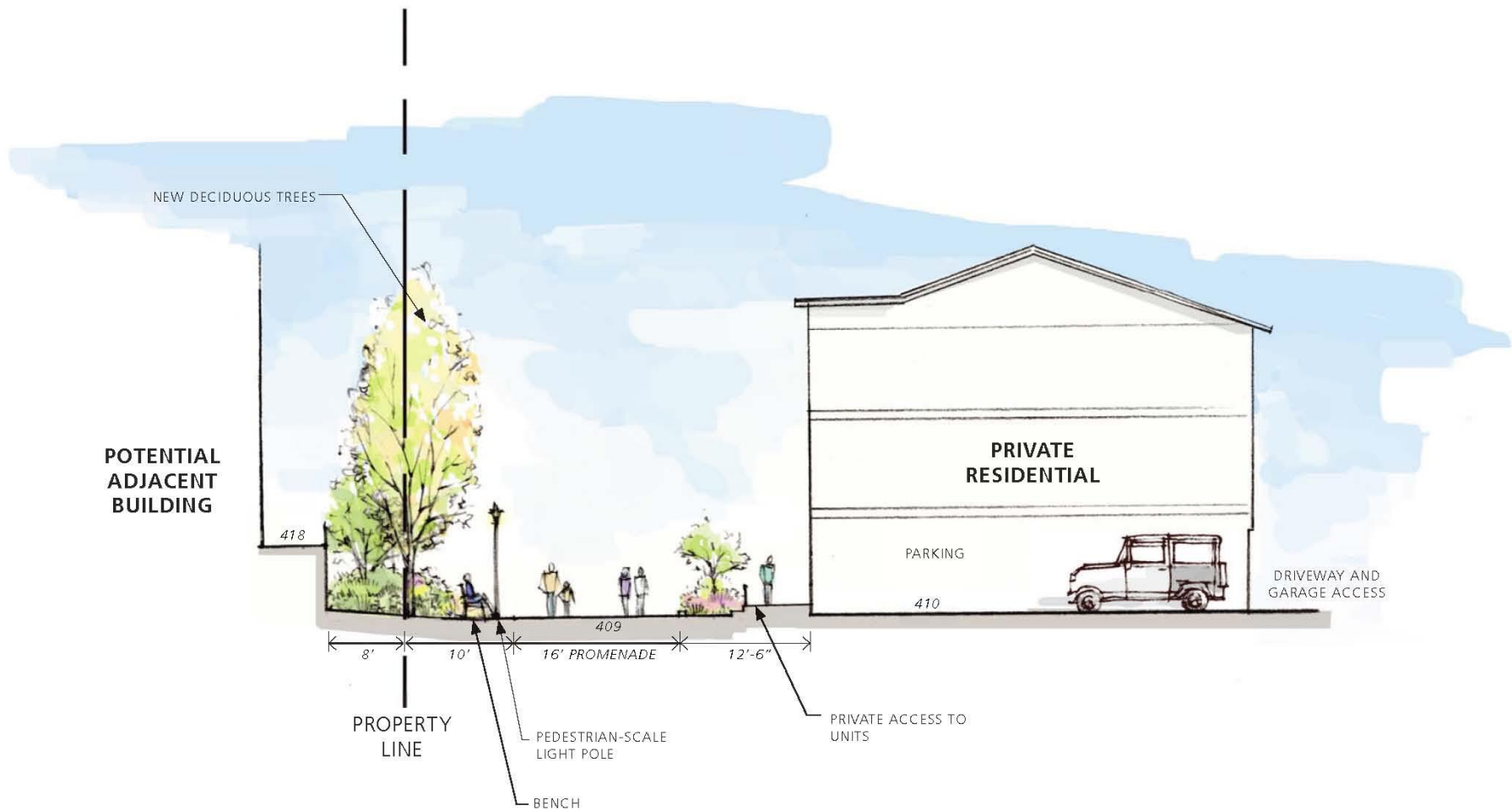


DRAFT

CROSSROADS VILLAGE

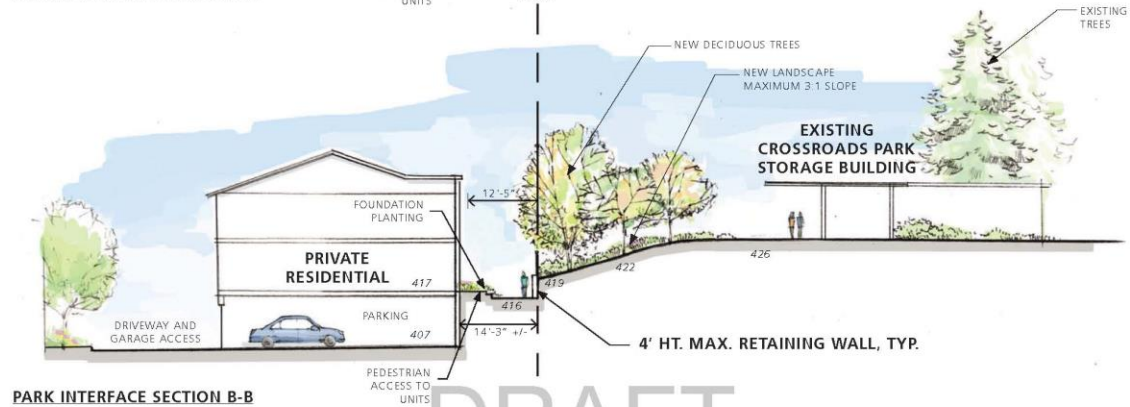
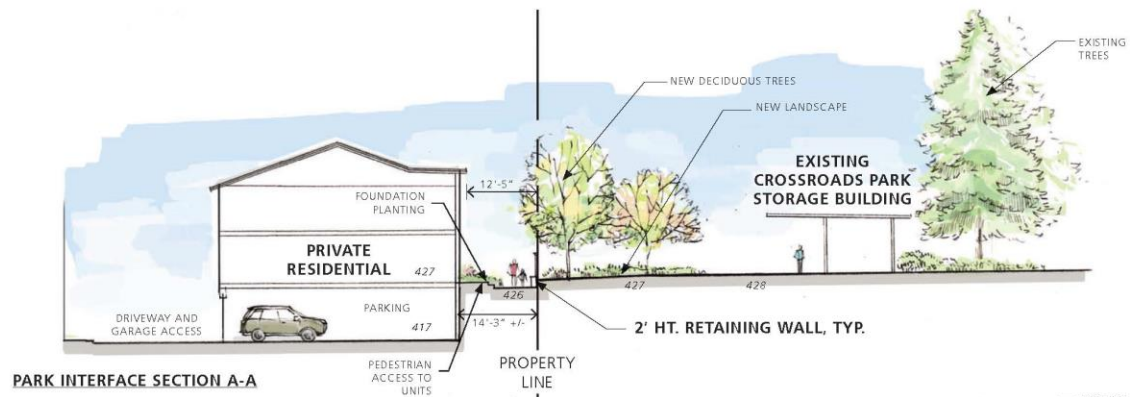
PERSPECTIVE VIEW 2 - LOOKING SOUTHEAST
AT CROSSROADS PARK INTERFACE

WEISMAN**DESIGN**GROUP



PARK CONNECTION SECTION LOOKING WEST

DRAFT



PARK INTERFACE SECTION B-B

CROSSROADS VILLAGE

**SITE SECTIONS AT
CROSSROADS PARK INTERFACE**

WEISMANDESIGNGROUP

ATTACHMENT D

TIMING AND DELIVERY OF PUBLIC IMPROVEMENTS

Timing and Delivery of Public Benefits for Crossroads Village:

- 1) The project consists of approximately 28 buildings split in two distinct areas east and west of the Urban Trail. Total construction timeframe for the project is expected to exceed two years possibly extending as long as 3 years. As a result of the larger scope of construction, Crossroads Village will be built in generally two phases. Construction follows a specific sequence, and multiple buildings will be under construction at one time rendering much of the site unsafe for general public use for a specific period of time. The SHAG project to the south of the Park Connection is also expected to be under construction during construction of Phase I of Crossroads Village.
- 2) Phasing of the project includes considerations for a logical sequence of construction, best engineering practices, maintenance of utility services, fire protection access during construction and occupancy, and public safety considerations. It is also the intent of Grantor to deliver the public benefits required by this Agreement for public use as soon as possible given construction phasing and potential safety issues.
- 3) Phase I of Crossroads Village consists of the buildings located east of the Urban Trail shown in the Site Plan in Attachment C and will include the Park Connection, Park Interface, Urban Trail to the western edge of the parking stalls and NE 15th St. Park Improvements of the project.
- 4) Phase II consists of the buildings located west of the Urban Trail and the associated streetscape improvements west of the parking stalls completed in Phase I.
- 5) The Parties' intent is to deliver the public benefit as soon as it is constructed and is safe to do so given the extent of the construction activities occurring on site. The Parties agree to the following delivery timeline for each of the public benefits required by this Agreement:
 - a) NE 15th Street as a Park Street will be substantially completed and open for public access within nine (9) months of the commencement of construction of Phase I of Crossroads Village.
 - b) The Park Interface and Park Connection (including the Focal Point) shall be open to the public no later than the issuance of the TCO for the final building of Phase I, and the TCO of the last building in Phase I shall not be granted until the Park Interface, Park Connection, and Focal Point are all open to the public. The Grantor shall open the Park Interface to the public no later than the issuance of the TCO for the last

- building fronting Crossroads Park. The Grantor shall open the Park Connection to the public no later than the issuance of the TCO for the last building fronting the Park Connection. Opening of the Park Connection to the public will also be dependent on the SHAG project's schedule, which may delay delivery of this public benefit; the SHAG project's construction timeframe is out of Grantor's control.
- c) The Urban Trail to the western edge of the parking stalls shall be opened to the public no later than the completion of Phase I. The Urban Trail west of the parking stalls shall be open to the public following completion and issuance of a TCO for the buildings in Phase II.
 - d) To facilitate the provision of public improvements at their earliest reasonable timeframe, and to provide for the completion of construction in areas adjacent to the Public Benefits no Phase II building will receive a TCO until the substantial completion of the Park Interface and Public Access to the Park and their availability for use by the public.
 - e) The Parties agree that all the Public Benefits associated with Phase I of the project shall be open to the public no later than 2 years following the start of construction as set forth in the Delivery Schedule, unless modified as provided in Section B.2.a of the Development Agreement.

ATTACHMENT E
PARK WORK ZONE
(forthcoming)

DRAFT

ATTACHMENT F
EXAMPLE FORM OF SPECIAL USE PERMIT
(forthcoming)

DRAFT