

Revised 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 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, 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 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, 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, 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]

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.

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)

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

By: Matt McFarland, Assistant City Attorney

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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**

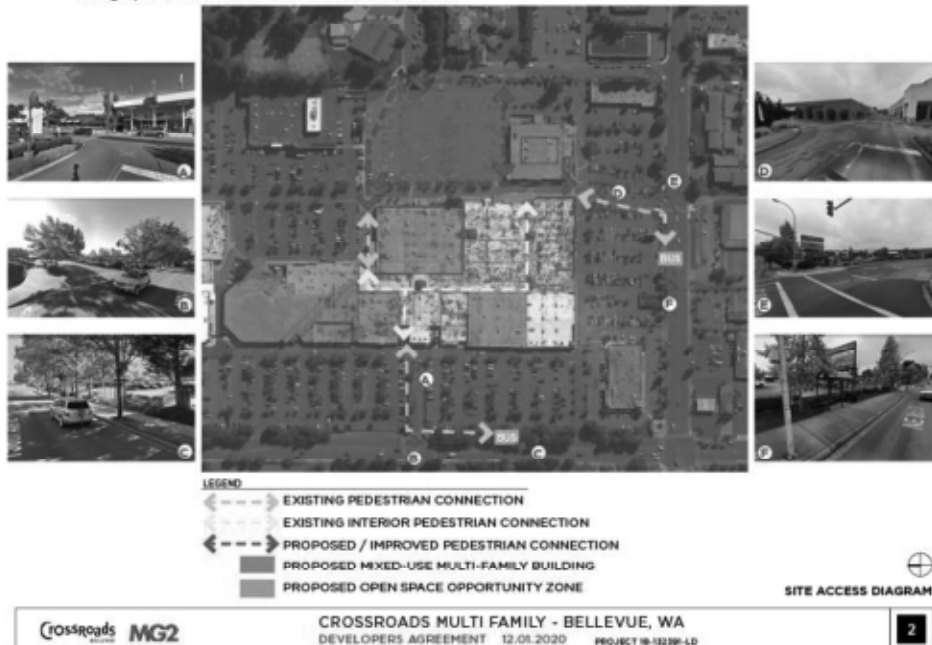
Architect: **MG2**

Landscape Architect: **HEWITT**

Civil Engineer: **kpff**

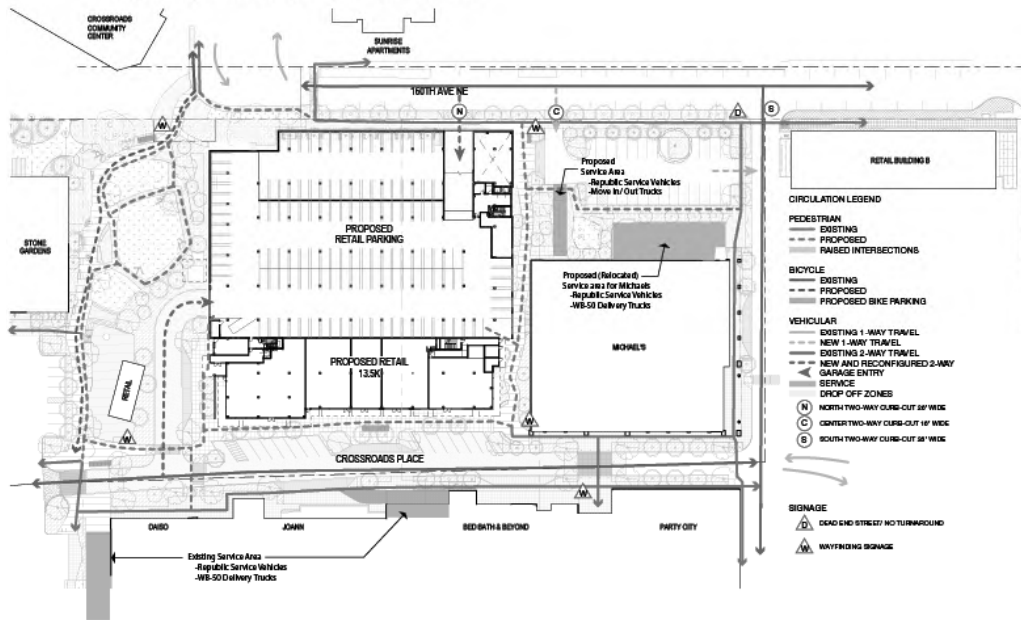
1a / PUBLIC BENEFIT

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



1b / PUBLIC BENEFIT

strengthened pedestrian, bicycle, and vehicular circulation



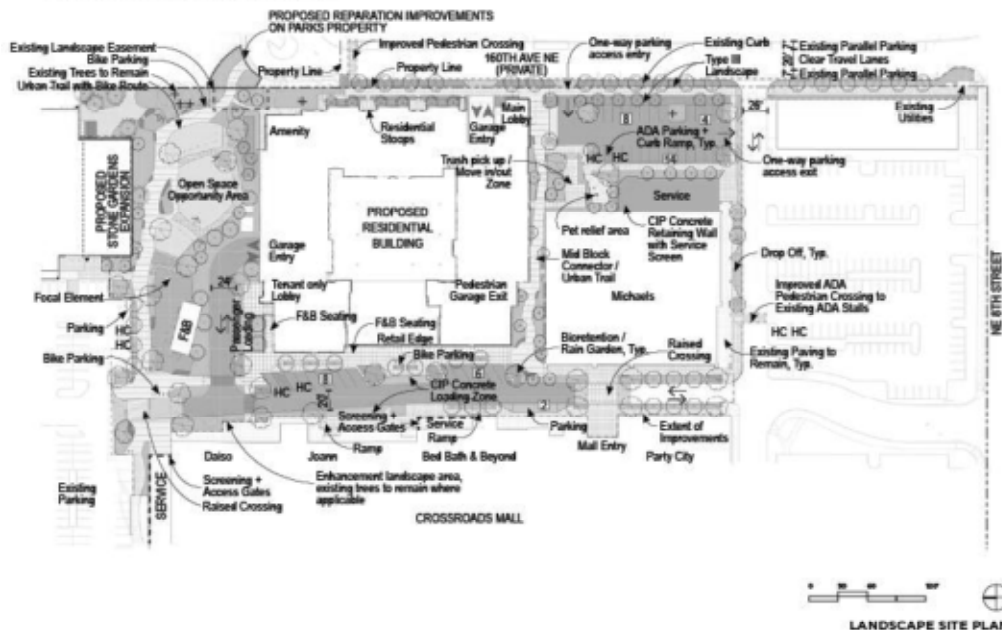
Crossroads **MG2**

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

3

PUBLIC BENEFIT

Improved and programmed park connection



Crossroads **MG2 HEWITT**

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

4

PUBLIC BENEFIT

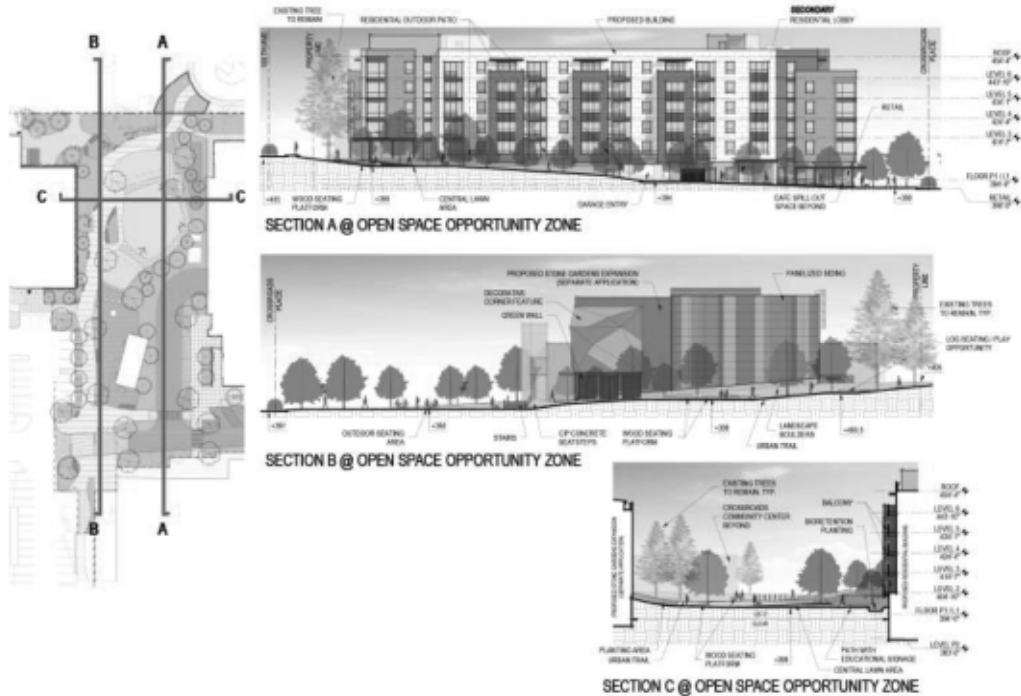
Enhanced park connection (36,820 SF)



Crossroads **MG2 HEWITT**

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

5

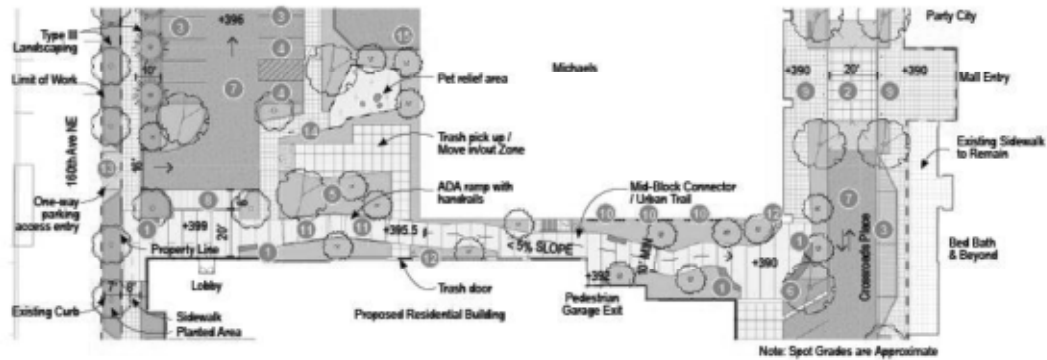


Crossroads **MG2**

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6

Stronger connection, bringing together 160th and Shopping Center



Key Map



Legend

1. Wood Seating Platform /Bench
2. Raised intersection
3. Parking
4. ADA Parking
5. Planting Area
6. Bioretention Planting
7. Asphalt Paving
8. C/P Concrete Loading Zone
9. Bollards
10. Green Screen
11. ADA Ramp
12. Landscape Bollards
13. C/P Concrete Driveway Apron
14. Bike Parking
15. C/P Concrete Retaining Wall with Service Screen, $\pm 6'$ ht.

Note: Spot Grades are Approximate



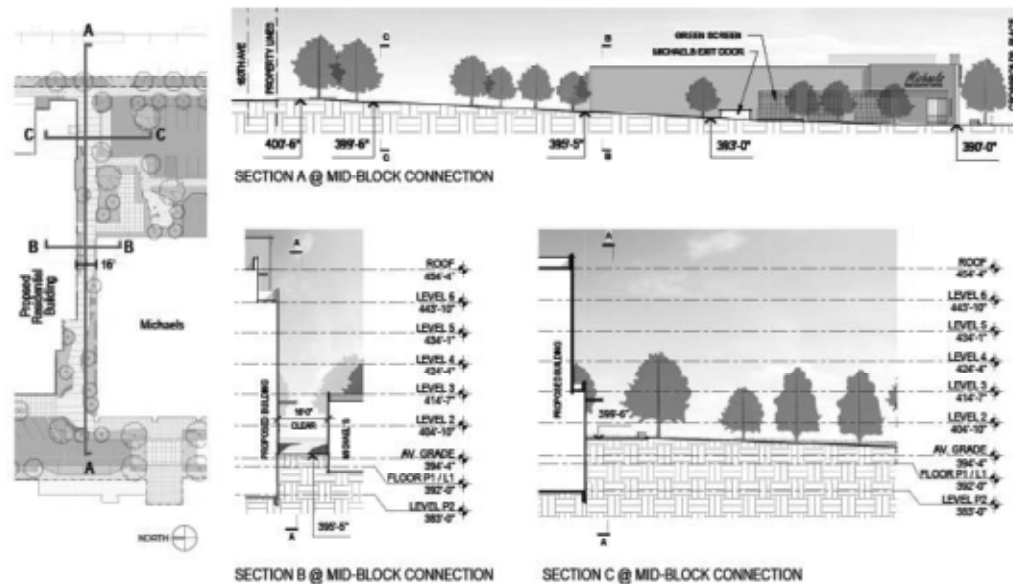
URBAN TRAIL - NORTH OF MICHAELS



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7

Stronger connection, bringing together 160th and Shopping Center



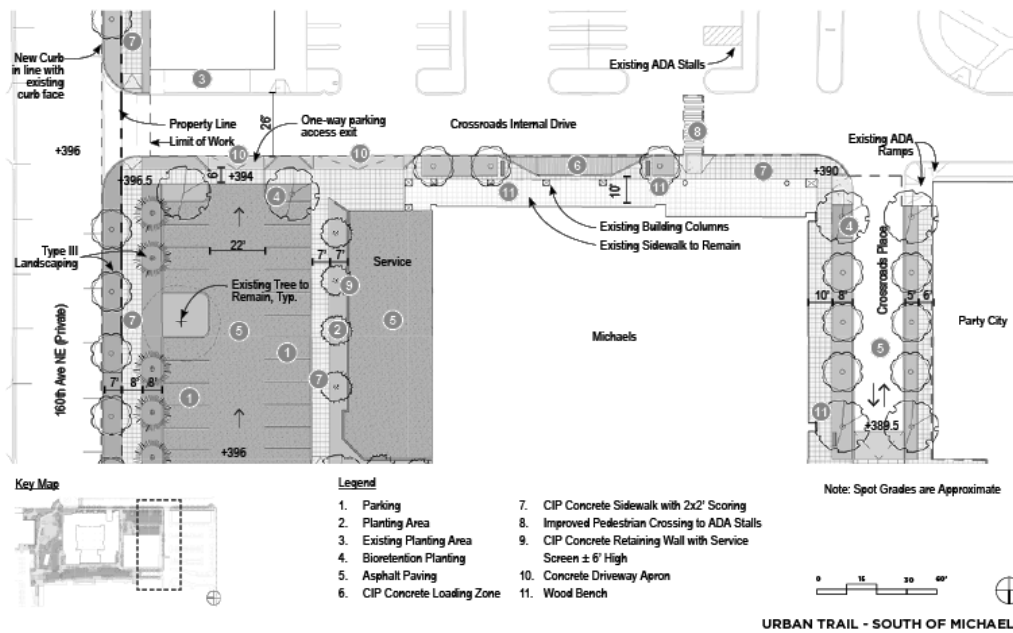
URBAN TRAIL - SOUTH OF MICHAELS



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8

DETAILS ON SECONDARY PEDESTRIAN CONNECTION



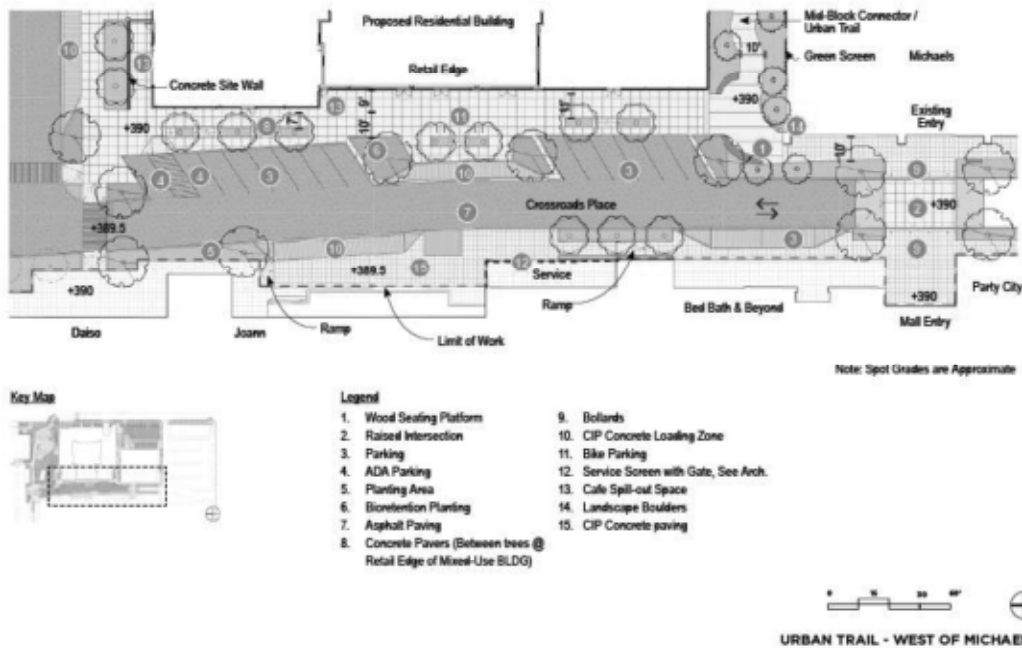
Crossroads **MG2** HEWITT

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9

PUBLIC BENEFIT

Stronger Crossroads Place Experience



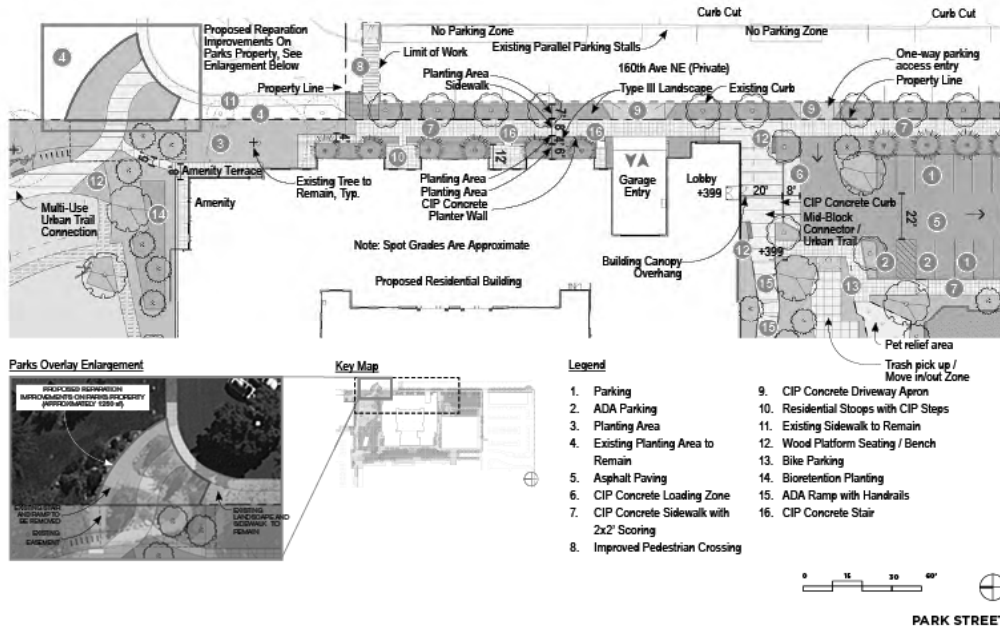
Crossroads **MG2** HEWITT

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10

PUBLIC BENEFIT

Stronger Pedestrian Connection on 160th (Abuts Park)



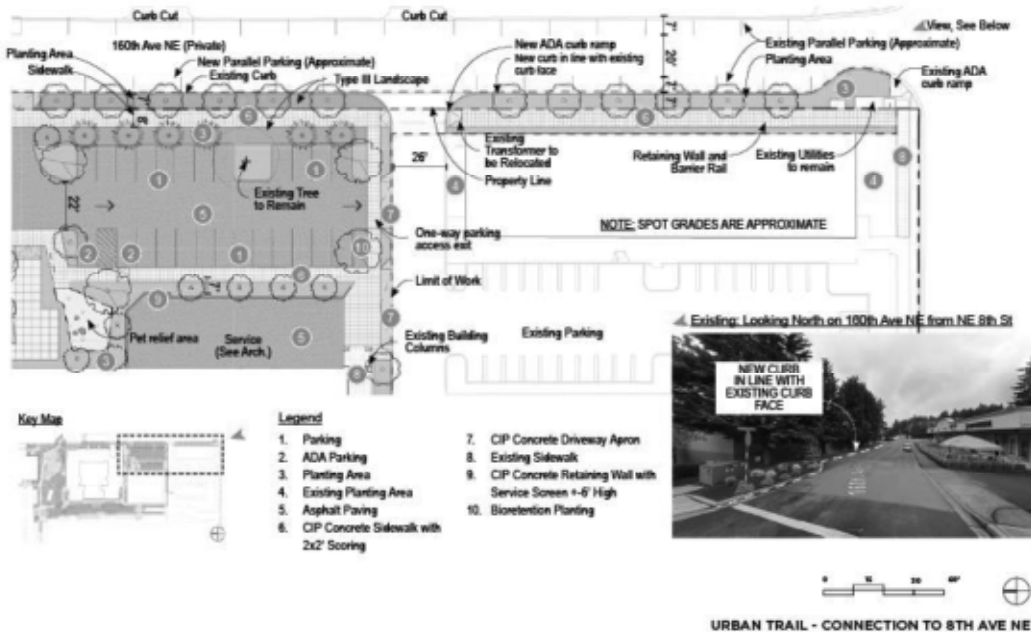
Crossroads **MG2** HEWITT

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11

PUBLIC BENEFIT

Stronger pedestrian connection on 160th (continued south)

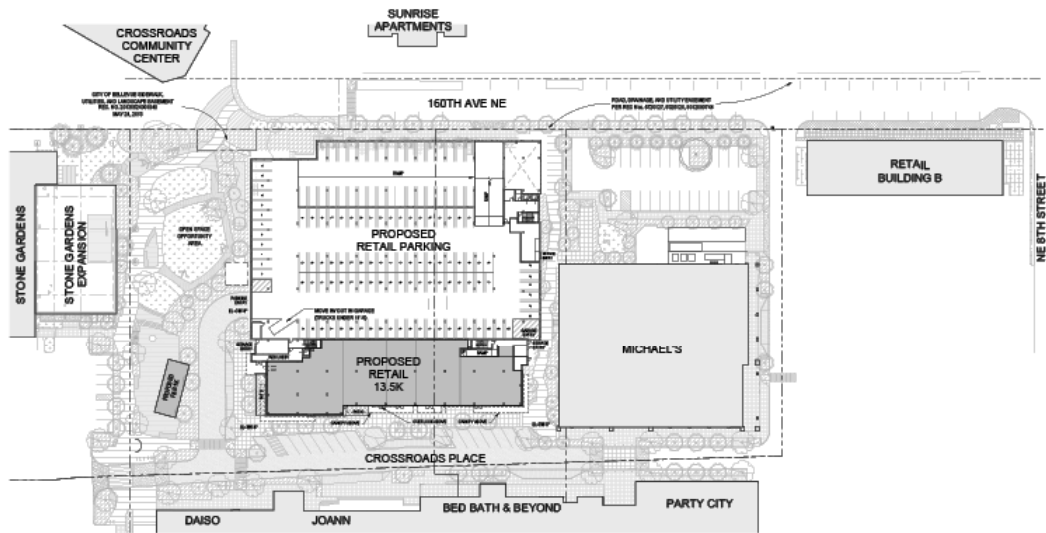


Crossroads **MG2**

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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.