RESOLUTION NO. 441 ORIGINAL

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHORELINE, WASHINGTON, APPROVING THE SHORELINE PLACE DEVELOPMENT AGREEMENT, FILE NO. PLN18-0206, BETWEEN THE CITY AND MGP XII SB AURORA, LLC.

WHEREAS, RCW 36.70B.170 -.210 and Shoreline Municipal Code (SMC) 20.30.355 authorize the City of Shoreline to entered into a development agreement with property owners to provide for development standards and other provisions applicable to governing and vesting the development, use, and mitigation of real property; and

WHEREAS, MGP XII SB AURORA, LLC ("MGP") is the owner of approximately 17.3 acres of property within Shoreline Place (formerly, Aurora Square) and identified by King County Tax Parcel No. 182604-9014 ("Property"); and

WHEREAS, the Property is located within the Aurora Square Community Renewal Area and has been designated as a Planned Action by Ordinance No. 705 in 2015. The purpose of these designations is to stimulate the redevelopment of a 1960s-era obsolete shopping center; and

WHEREAS, MGP desires to enter into a development agreement for the orderly redevelopment of the Property with up to 1,358 multifamily residential units, approximately 75,610 square feet of commercial land use (including approximately 3,450 square feet of existing commercial land use), and approximately 3.14-3.27 acres of publicly-accessible open space; and

WHEREAS, a Planned Action Determination of Consistency was issued on March 8, 2019, and a Revised Planned Action Determination of Consistency was issues on April 17, 2019; and

WHEREAS, study sessions were held by the Shoreline Planning Commission on March 7, 2019, May 2, 2019, May 16, 2019, and June 6, 2019, at which City Staff and MGP gave presentations and members of the public were invited to and provided comment; and

WHEREAS, on July 11, 2019, the Shoreline Planning Commission held a properly noticed public hearing and, on July 18, 2019, the Planning Commission adopted written findings and conclusions and its recommendation of approval for the Shoreline Place Development Agreement; and

WHEREAS, at its regular meeting on August 5, 2019 the Shoreline City Council considered the Shoreline Place Development Agreement, as recommended by the Planning

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Commission as well as the entire public record, including all testimony and exhibits submitted to the Planning Commission and public comments to the City Council; and

WHEREAS, based on statements by the Shoreline City Council at the August 5, 2019 meeting, City Staff and MGP developed proposed modifications to the Development Agreement, as recommended by the Planning Commission; and

WHEREAS, at its regular meeting on September 9, 2019, the Shoreline City Council considered the Shoreline Place Development Agreement as recommended by the Planning Commission with the proposed modifications; and

WHEREAS, the Shoreline City Council accepted the proposed modifications to the Shoreline Development Agreement; and

WHEREAS, the Shoreline Place Development Agreement authorized by this resolution is consistent with the Shoreline Comprehensive Plan and applicable development regulations and meets the applicable standards of approval under RCW 36.70B.170 et seq. and SMC 20.30.355; and

WHEREAS, the Shoreline Place Development Agreement authorized by this resolution provides numerous public benefits to the City, including but not limited to, stimulating redevelopment of Shoreline Place, publicly-accessible open space, a mixture of residential and commercial uses with multi-modal connectivity, and stormwater and transportation infrastructure improvements: and

WHEREAS, the Shoreline City Council desires to approve the Shoreline Development Agreement and authorize the City Manager's execution thereof;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SHORELINE, WASHINGTON, HEREBY RESOLVES:

Section 1. Planning Commission Findings, Conclusions, and Recommendation. The City Council adopts and incorporates the Findings, Conclusions, and Recommendation of the Shoreline Planning Commission dated July 18, 2019, without incorporation of the recommended Development Agreement, attached hereto as Exhibit 1, as Findings of Fact.

Section 2. Shoreline Place Development Agreement. The Shoreline Place Development Agreement between the City of Shoreline and MGP XII SB AURORA, LLC, approved by the City Council in its final form on September 9, 2019, attached hereto as Exhibit 2 including all exhibits, is approved.

Section 3. City Manager Authority to Execute. The City Manager is hereby authorized and directed to execute the Shoreline Place Development Agreement on behalf of the City.

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Section 4. Severability. If any one or more sections, subsections, or sentences of this Resolution are held to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portion of this Resolution and the same shall remain in full force and effect.

Section 5. Effective Date. This Resolution shall take effect and be in full force immediately upon passage by the City Council.

ADOPTED BY THE CITY COUNCIL ON SEPTEMBER 9, 2019.

Mayor Will Hall

ATTEST:

Jessica Simulcik Smith
City Clerk

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CITY OF SHORELINE

TO: Honorable Members of the Shoreline City Council

FROM: Bill Montero, Chair
Shoreline Planning Commission

DATE: July 18, 2019

RE: Shoreline Place Development Agreement, Application No. PLN18-0206

The Shoreline Planning Commission has completed its review of a Development Agreement proposed by the Merlone Geier Partnership (MGP) for redevelopment of the Sears Property, a 17-acre portion of Shoreline Place (formerly Aurora Square), into a mixed-use development.

Enclosed you will find the Planning Commission's Findings, Conclusion, and Recommendation Report in regard to the proposed Development Agreement.

The Planning Commission respectfully recommends, with a vote of 6-0, that the City Council approve MGP's proposed Development Agreement as attached to the Findings, Conclusion and Recommendation Report as Exhibit A.

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SHORELINE PLACE DEVELOPMENT AGREEMENT
Applicant No. PLN18-0206

Findings, Conclusions, and Recommendation

Shoreline Planning Commission
July 18, 2019

A. FINDINGS

1. On December 21, 2018, Merlone Geier Partnership (MGP) prepared and submitted to the City of Shoreline (City or Shoreline) an application for the Shoreline Place Development Agreement to redevelop property commonly known as the Sears Property. *Exhibit A(1).*

2. The Sears Property is comprised of one single parcel, King County Tax Parcel No. 182604-9014, and constitutes a portion (approximately 30%) of the larger 70-acre 1960s-era shopping center consisting of multiple parcels of property under different ownerships. The larger 70-acre parcel now called Shoreline Place (formerly referred to as Aurora Square). *Exhibit E(1), Attachment E, Exhibit A.*

3. Redevelopment of Shoreline Place has been of a longstanding goal of the City. To accomplish this goal, in 2012, the City Council designated the area as a Community Renewal Area (CRA) as authorized by RCW 35.81 to bring renewal of this economically blighted area through public-private partnerships. In 2013, the City Council approved the *Aurora Square Community Renewal Area Plan* (CRA Plan). *Exhibit E(1), Attachment C.*

4. The intent of the CRA Plan was to provide potentially interested developers a vision of the type of redevelopment that could be done within the CRA. This vision denotes a variety of development possibilities and activities including mixed-use development with a vibrant center with active green spaces, restaurants, and public spaces for community gathering. *Exhibit E(1), Attachment C.*

5. With its development agreement application, MGP seeks to redevelop the 17.3-acre Sears Property into a mixed-use, pedestrian-friendly development comprised of seven (7) multi-family buildings that will provide 1,358 residential units and two (2) commercial buildings that will add 72,160 square feet of new commercial space. The proposed development agreement would also provide public and private open space, with the publicly-accessible open space totaling approximately 3.14-3.47 acres, as well as required mitigation and public infrastructure improvements, including streets and utilities.

6. MGP's proposed development agreement for redevelopment of its property would occur in phases and the terms and conditions of the development agreement are binding on the City and Developer for up to a 20-year time period and any permit issued by the City for the development must be consistent with the development agreement's terms

and conditions. The development agreement is a binding contract between the City and the property owner (and their successors) for the term of the development agreement. After approval and execution of the development agreement, any permit subsequently issued by the City must be consistent with the development agreement's terms and conditions. *Exhibit E(1) at 3, Attachment E, Exhibit D – Project Overview; Exhibit E(1), Attachment E, Recital 6 and Section 2 Project Components.*

7. Phasing of the full development is proposed within the context of six (6) defined development blocks. Blocks A and B will be residential. Blocks C and D will be a mixture of retail and residential. Blocks E and F will be retail. Infrastructure improvements related to each phase have been assigned by block. An overview of details for each block start at Page 48 of the Conceptual Guide Plan. The order of development of the blocks will be based on market demand. *Exhibit E(1), Attachment E, Section 5; Exhibit E(1), Attachment E, Exhibit D at 11 (Overview); Exhibit E(1), Attachment E, Exhibit D at 48-86; Exhibit E(1), Attachment E, Exhibit O.*

8. As authorized by RCW 36.70B.170 - 36.70B.210, the City adopted procedures and criteria for the consideration of a development agreement. The procedures and criteria are set forth in SMC 20.30.355. For the City to grant approval of a development agreement, MGP must demonstrate that all six (6) decision criteria listed in SMC 20.30.355(C) are met. *Exhibit E(1), Attachment A.*

9. SMC 20.30.355(E) tasks the Planning Commission with initial review of a development agreement, the holding of a public hearing, and the formulation of a recommendation to the City Council. *Exhibit E(1), Attachment A.*

10. Upon approval of the development agreement by the City Council, MGP must in addition obtain all required permits – building, site development, right-of-way, demolition – before it may begin to construct any of its project.

11. Execution of the development agreement is within the City's contracting authority and is also an exercise of the City's police powers, which speak to the public interest and welfare of the City as a whole. The development agreement must ensure that a proper balance of the public benefit and private interests are represented in the development agreement. *Exhibit E(1) at 4.*

12. In 2015, as authorized by the State Environmental Policy Act, chapter 43.21C RCW (SEPA), the City Council designated the CRA as a Planned Action so as to streamline the development process by bringing together environmental analysis and mitigation measures prior to project proposal with its adoption of Ordinance No. 705 (SEPA Planned Action). Because of the upfront environmental analysis, the review process for developments satisfying the SEPA Planned Action criteria is not subject to further environmental review. *Exhibit E(1), Attachment B.*

13. MGP sought a Planned Action Determination of Consistency that was issued by the City on March 8, 2019, with a Revised Planned Action Determination of Consistency issued on April 17, 2019, based in part on information presented in the Shoreline Place – Transportation Consistency/Traffic Impact Analysis Expanded Study, dated April 8, 2019, prepared by MGP. *Exhibit E(1), Attachment D.*

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14. The CRA Plan and the Planned Action Ordinance, in conjunction with the Economic Development Element of the Comprehensive Plan, speaks to the economically blighted nature of Shoreline Place. *Exhibit A(1) and A(2); Exhibit B(1); Testimony of Daum: Exhibit D(2).*

15. MGP's proposal will become a catalyst for future development helping to transform Shoreline Place into a walkable and vibrant urban environment that will positively impact the economy for that area. The proposed Development Agreement meets the goals as it will provide housing adjacent to goods, services, and transit; entertainment options; efficiency in land use; and revitalize a functionally obsolete area. *Exhibit E(1), Attachment E, Recital 7; Testimony of Daum: Exhibit D(2).*

16. The proposed Development Agreement implements and is consistent with numerous goals and policies set forth in the City's Comprehensive Plan. These goals and policies are contained in the following Comprehensive Plan Elements: Land Use, Community Design, Housing, Transportation, Economic Development, Capital Facilities, and Parks and Recreation. *Exhibit E(1), Attachment F.*

17. The Planning Commission held study sessions on the proposed Development Agreement on March 7, 2019, May 2, 2019, May 16, 2019, and June 6, 2019, where Staff, MGP representatives, and the public reviewed, discussed, and commented on the proposed Development Agreement. *Exhibits A to Exhibit E.*

18. The City provided mailed notice of the Planning Commission study sessions and public hearing to property owners within a 1000-foot radius of the Sears Property on May 16, May 29, June 6, and June 19, 2019. Notice was also provided via the Planning Commission's Agenda on the City's website and posted on site. *Noticing & SEPA Exhibit List.*

19. Members of the public, including the other property owner within Shoreline Place, Retail Opportunities Investment Corporation (ROIC), commented both in writing and orally on the proposal at the various meetings. *Exhibit B(2)-(3), Exhibit C(2)-(3), Exhibit D(2)-(3), Exhibit E(2); ROIC Testimony, July 11.*

20. ROIC's submitted comments related the phasing order of development/deadline for removal of the vacant Sears building, tenant protections, parking, property rights (easements), circulation, and equity in future redevelopment capacity. ROIC's concerns were also shared by some of its tenants. *Id.*

21. Comments submitted by members of the public raised concerns that the proposed redevelopment was not implementing the vision of the CRA Plan; potential impacts on the surrounding low-density residential neighborhoods given the scale of development; concern of increased traffic and parking conflicts; and infrastructure improvements. *Id.*

22. With its proposed Development Agreement, MGP submitted a *Conceptual Guide Plan* which sets forth a conceptual guide to which redevelopment of the Sears Property will generally conform. Depictions of building footprints, bulk and scale drawings, and number of stories in the Conceptual Guide Plan are illustrative only. The Conceptual Guide Plan is intended to be an overall approved development envelope, with certain right-of-way improvements and public benefits to be delivered with respective project phases. The Conceptual Guide Plan is not intended to require specific uses, square

footages, building massing, building design, or specific buildings on specific parcels. *Exhibit E(1), Attachment E, Exhibit D; Exhibit E(1), Attachment E, Exhibit O.*

23. To provide additional assurances to the City relative to the quality of design and inclusion of certain City desired elements, MGP prepared the *Shoreline Place Supplemental Site Design Guidelines* (SSDG). The SSDG articulates basic design elements that must be incorporated as well a menu of optional elements in public spaces and property frontages. These elements include such things as benches, water features, dining areas, lighting, play areas, pedestrian oriented design, wider walkways, and wayfinding signage. The SSDG also speaks to the design and sizing of freestanding retail and restaurant buildings. The proposed Development Agreement requires that each phase of the project must comply with applicable guidelines. *Exhibit E(1), Attachment E, Exhibit F.*

24. To the north of the proposal, across N 160th Street, a portion of land is zoned R-6. SMC 20.30.355(C)(5) states that transitions should be provided so as to minimize conflicts. MGP's proposed design will have its buildings setback approximately 60 feet from the southern edge of N 160th Street, providing approximately 120 feet between the building wall and the residential property line. In addition, a 10-foot stepback at the 35 feet building height is also provided. *Exhibit G.*

25. MGP's *Open Space System Plan* provides for at least 3.14 acres of publicly accessible park-like spaces, well in excess of what the SMC would require for the development. These spaces are comprised of plazas suitable for outdoor gatherings, dining, events; promenades and open spaces for active play; and a pedestrian shared street providing both active and passive recreation. The pedestrian shared street (or Woonerf) has the potential to be utilized for community events, such as the Shoreline Farmers Market. *Exhibit E(1), Attachment E, Exhibit E; Exhibit C(1), Attachments C-E; Testimony of Foster: Exhibit C(2).*

26. MGP's *Publicly Accessible Outdoor Space Improvement Operations & Maintenance Plan* states that these public spaces will be open to the public without charge for between 10-12 hours per day depending on the time of year. In addition, this Plan states that MGP shall be responsible for maintenance of these public spaces. *Exhibit E(1), Attachment E, Exhibit I.*

27. The City's Parks Director, Eric Friedli, reviewed MGP's proposal to determine whether the spaces are acceptable for incorporation into the City's park system. The City's Parks Board also commented on the proposal. The Director Friedli determined that two (2) plazas, one (1) community open space, and the Woonerf as shown in Section 9 of the proposed Development Agreement were acceptable. *Exhibit E(1), Attachment E; Exhibit E(1), Attachment G; Testimony of Friedli: Exhibit C(2), Exhibit D(2).*

28. The proposed Development Agreement provides that MGP may receive credit against Park Impact Fees for certain public spaces upon amendment of the City's impact fee provision and CIP provisions. Credits will be calculated and applied at the time of building permit application. At the time of the July 11 Public Hearing, the potential anticipated credit was established to be $1,436.403. *Exhibit E(1), Attachment E, Exhibit M; Testimony of Friedli: Exhibit C(2), Exhibit D(2);*

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29. The Sears Property, and Shoreline Place as a whole, is primarily an impervious parking lot surface. The *Conceptual Guide Plan* sets forth a Landscape Architecture Plan that will provide vegetation corridors throughout the Sears Property. Design includes trees, shrubs, and lawn areas amongst the buildings and plazas. *Exhibit E(1), Attachment E, Exhibit D, Pages 93-98.*

30. MGP prepared a *Shoreline Place – Transportation Consistency/Traffic Impact Analysis Expanded Study* for the City's review. The City Traffic Engineer reviewed this study and determined that, as mitigated pursuant to the proposed Development Agreement, the City's Level of Service will be maintained. *Exhibit E(1), Attachment F, Exhibit A; Testimony of Dedinsky: Exhibit C(2), Exhibit D(2), Exhibit E(2); Testimony of Juhnke: July 11.*

31. The proposed Development Agreement, at Section 7, Off-Site Transportation Improvements, and Section 8, On-Site Motorized and Non-Motorized Circulation, delineate required improvements. In addition, Section 18 Impact Fees, requires collection of Transportation Impact Fees at the time of building permit application. *Exhibit E(1), Attachment E.*

32. MGP proposes to provide improved internal circulation, a new entry drive at N 160th Street, and entry modifications at N 160th and N 157th Streets and at N 155th Street and Westminster Way to maximize flow and efficiency. Rights-of-way frontage improvements on N 160th Street and Westminster Way are also provided. Westminster Way is a capital project for the City and, therefore, MGP is contributing a portion to the improvements. *Exhibit E(1), Attachment E, Exhibit G and Exhibit H; Testimony of Juhnke: Exhibit D(2); Testimony of Moss: Exhibit C(2).*

33. Parking for residents will be in underground parking garages. Commercial/retail parking will generally be at surface level. Even with the requested modification, MGP will be providing substantially more parking than is required by the SMC. *Exhibit D(2); Exhibit G; MGP Testimony – July 11.*

34. The proposed Development Agreement, at Section 17, provides for a vesting period of 20-years, commencing on January 4, 2019, the date of complete development agreement application. MGP is vested to a variety of SMC provisions *except* MGP is not vested to impact fees (subject to Section 18 of the proposed Development Agreement), plan review fees, inspection fees, connection charges, building code changes, and stormwater requirements. *Exhibit E(1), Attachment E; Exhibit E(1), Attachment E, Exhibit L.*

35. Shoreline Place is currently primarily an impervious site with substandard surface water controls. MGP is not vested to stormwater regulations. Redevelopment will require that all stormwater facilities meet current regulations in effect at the time of development permit application to ensure compliance with the City's NPDES Municipal Stormwater Permit. MGP shall have the option to utilize future technologies. *Exhibit E(1), Attachment E, Sections 17(A) and 22.*

36. The Conceptual Plan denotes the use of environmentally-sustainable practices. *Exhibit E(1), Attachment E, Exhibit D.*

37. As permitted under law, MGP has sought modifications to certain land use regulations. Section 12 of the proposed Development Agreement provides for these modifications which include an increase in base height by 10 feet; primary building entrance location; greater separation of internal site walkways from parking areas and delineation of walkways; greater building articulation feature separation from every 35 feet to every 80 feet; and parking space dimension. City Staff has reviewed these modifications and has not objected. Staff has also stated that it routinely grants such modifications through a design review deviation process. *Exhibit E(1) at 5-9; Exhibit E(1), Attachment E, Exhibit J; City Staff Testimony: Exhibit A(2), Exhibit B(2), Exhibit C(2), Exhibit D(2); July 11 Public Hearing.*

38. MGP has sought or will be seeking deviations from certain engineering standards. The deviations related to pedestrian and bicycle facilities and ingress/egress locations, capacity, or layout. Section 4(B) and Section 7(E) of the proposed Development Agreement delineate these deviations. *Exhibit E(1), Attachment E.*

39. MGP shall be responsible for providing sufficient utilities, including water, sewer, and surface water control. The Environmental Impact Statement prepared for the CRA Planned Action indicated that Seattle Public Utilities has capacity for the anticipated growth. The Ronald Wastewater District also has capacity and can connect to its system subject to approval of a Developer Extension Agreement. *Exhibit E(1), Attachment E* at Sections 22-24.

40. While there are no critical areas or shorelines within the Sears Property, a piped section of Boeing Creek is within N. 160th Street north of the Sears Property. SMC 20.80.280(1) requires a 10-foot buffer for piped streams. Right-of-way improvement activity will occur within this buffer. SMC 20.80.274(C)(4) permits such work. *Exhibit E(1), Attachment F.*

41. A development agreement should ensure that a proper balance of the public benefit and private interests are represented in the development agreement. The proposed Development Agreement provides numerous public benefits for the City. These benefits are delineated in an attachment to the proposed Development Agreement. *Exhibit E(1), Attachment E, Exhibit C.*

42. On July 11, 2019, the Planning Commission held a properly noticed public hearing so as to allow for presentations by City Staff and MGP, public testimony, and Planning Commissioners' questions on the proposed Development Agreement. The Public Hearing was facilitated by the City Hearing Examiner.

43. After the public hearing was closed, the Planning Commission deliberated on the proposed Development Agreement and formulated its recommendation for City Council. The Planning Commission requested draft findings and conclusions and considered and adopted the findings and conclusion at its July 18, 2019 meeting.

B. DECISION CRITERIA

1. **The proposed Development Agreement sets forth the development standards and other provisions that shall apply to govern and vest the development, use,**

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and mitigation of the development during its term as required SMC 20.30.355(B).

The proposed Development Agreement attached hereto is comprised on 56 Sections with the following sections expressly related to future development:

- Section 2 Project Components – maximum number of dwelling units and commercial space footage, parking requirements, transportation and frontage improvements, internal circulation, open space, and utilities.
- Section 3 Development Approvals – maximum development levels.
- Section 4 Flexibility – modifications to conceptual design and plan.
- Section 5 Phasing – a six (6) block phasing with improvements aligned with each block phase.
- Section 6 Status Report – annual reports on project development.
- Section 7 Off-Site Transportation Improvements.
- Section 8 On-Site Motorized and Non-Motorized Circulation.
- Section 9 Open Space System/City Parks – private open space and public spaces comprised of plazas, promenades, and shared street. Includes future maintenance, impact fee credits, and off-site park monetary mitigation.
- Section 10 Utilities – water, sewer, and electrical infrastructure improvements.
- Section 13 Process – streamline application review.
- Section 14 Short Subdivision/Binding Site Plan – lot creation based on phases.
- Section 17 Vesting – a 20-year period for identified code provisions.
- Section 18 Impact Fees – Transportation, Parks, and Fire.
- Section 22 Stormwater Detention and Treatment – to standards at time of building permit application.
- Section 25 SEPA Compliance – Planned Action consistency and mitigation.
- Section 28 Sustainability – energy efficient and environmentally sustainable design, including LEED Neighborhood Development Credit categories.
- Section 33 Amendment of Agreement – minor and major amendments to terms.

2. **For the City to grant approval of a development agreement, all six (6) decision criteria listed in SMC 20.30.355(C) must be demonstrated by MGP. Both MGP and the City have provided an analysis of these criteria in Exhibit E(1), Attachment E, Exhibit F.**

   These criteria are:

   a. ***The proposed development agreement is consistent with goals and policies of the Comprehensive Plan. If the project is located within a subarea plan, then the project shall be consistent with the goals and policies of the subarea plan.***

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Exhibit F sets forth numerous Comprehensive Plan goals and policies from the Land Use Element, Community Design Element, Housing Element, Transportation Element, Economic Development Element, Parks, Recreation & Open Space Element, and Natural Environment Element which strongly support the proposed Development Agreement. These goals and policies support quality development, functionality, walkability, high density, business-friendly environment, mixed development with more pedestrian/public spaces and activities, and economic growth. The Planning Commission concurs with City Staff in that the goals and policies identified by MGP are implemented and promoted by the proposed Development Agreement as well as the additional Framework and Economic Development goals denoted by City Staff.

While not in a designated subarea, the CRA functions much like a subarea plan. Thus, in addition to the criteria in SMC 20.30.355(C), the Planning Commission considered the vision, goals, and policies provided for in the Aurora Square Planned Action Ordinance and the Aurora Square Community Renewal Plan. Of course, it is impossible for any single proposal to satisfy all of the CRA Plan goals, however, the proposed Development Agreement does provide for needed infrastructure improvements, incentivizes further redevelopment, and creates a pedestrian-oriented, mixed-use environment benefiting the community as a whole, all as envisioned in the CRA Plan. The CRA Planned Action Ordinance further advances the CRA Plan by acting as a catalyst to renew and revitalize Shoreline Place into a compact, mixed-use, pedestrian friendly, and multimodal and transit-supportive land use. Recital 7 of the proposed Development Agreement summarizes the City's CRA goals that would be implemented. These include, but are not limited to:

- Revitalize the CRA and facility growth of the City's employment and tax base.
- Provide needed housing adjacent to goods, services, and transit.
- Provide a venue for the Shoreline Farmers' Market and entertainment options.
- Foster access and viability for existing retailers.
- Support public spaces for gathering, connections, and entertainment.
- Develop an identifiable, mixed-use, pedestrian friendly, and transit supportive neighborhood.
- Improve multi-modal transportation and utility infrastructure.
- Promote connectivity within and adjacent to Shoreline Place.

The Planning Commission finds this criterion has been satisfied.

Findings of Fact Nos. 3, 4, 5, 12, 13, 14, 15, and 16.

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b. The development standards set forth in the proposed development agreement speak to the use of innovative, aesthetic, energy-efficient and environmentally sustainable architecture and site design.

As MGP stated in its response to this criterion, Shoreline Place is a mid-century auto-centric retail development that will be brought up-to-date with the application of new regulations. The Planning Commission concurs that the replacement of the Sears building and hardscape with structures that meet current building, energy, and environmental regulations (such as stormwater) will satisfy this criterion.

The redevelopment of an obsolete shopping center with a mixed-use "town center" provides an innovative way to initiate positive changes in the surrounding community. Residents of the proposed project, along with residents of Shoreline as a whole, will find a variety of shopping and activities in close proximity to Aurora Avenue. MGP has provided aesthetic design elements (circulation, connectivity, open space) far in excess of City design standards. The *Conceptual Guide Plan* details these aesthetic elements and the *Supplemental Site Design Guidelines* provide the City with a level assurance that these elements will be incorporated into the development.

The replacement of the Sears building will result in the construction of more energy efficient buildings consistent with State Building and Energy Codes at the time of construction as these codes are not vested. While not proposing the highest possible level of environmentally sustainability, MGP has agreed to incorporate LEED Neighborhood Development Credit categories into the design. These categories include quality transit and bicycle facilities, walkable streets, compact, mixed-use development, connectivity to parks and outdoor space, stormwater management, heat island reduction, and light pollution reduction.

The transformation of the area from an impervious parking lot to a mixed-use development with open spaces will provide significant improvement for stormwater management based on current and future regulations, resulting in better water quality for the Boeing Creek Basin.

The Planning Commission finds this criterion has been satisfied.

Findings of Fact Nos. 2, 15, 22, 23, 25, 29, 35, and 36.

c. There is either sufficient capacity and infrastructure (e.g., roads, sidewalks, bike lanes) that meet the City's adopted level of service standards (as confirmed by the performance of a transportation impact analysis) in the transportation system (motorized and nonmotorized) to safely support the development proposed in all future phases or there will be adequate capacity and infrastructure by the time each phase of development is completed.

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A thorough transportation analysis was provided to the City; the City Traffic Engineer found the analysis acceptable. The proposed Development Agreement denotes the improvements and connectivity to the transportation system consistent with the CRA Planned Action, including bicycle facilities, areas failing the City's Level of Service, and frontage improvements. It is notable that the analysis denotes a total maximum net new peak hour trips generated at full building out will only be 99, well under the Planned Action threshold of 808 trips.

In those categories where capacity and infrastructure must be increased to support the proposed development agreement, MGP has committed to building improvements or to funding their proportionate share of the improvements. In addition, transportation impact fees will be required at the time of application submittal. These fees are not vested; they will be based on the rates in effect at the time of submittal.

Lastly, the proposed Development Agreement includes a plan for how and when by phase the necessary circulation and infrastructure improvements will be provided.

The Planning Commission finds this criterion has been satisfied.

Findings of Fact Nos. 7, 13, 22, 30, 31, 32, 33, and 38.

d. ***There is either sufficient capacity within public services such as water, sewer and stormwater to adequately serve the development proposal in all future phases, or there will be adequate capacity available by the time each phase of development is completed. If capacity must be increased to support the proposed development agreement, then the applicant must identify a plan for funding their proportionate share of the improvements.***

The Planned Action analyzed growth consistent with the growth in the proposed Development Agreement. The Sears Property is provided water by Seattle Public Utilities which indicated that its current water system had the capacity. Sanitary Sewer to the Sears Property is provided by the Ronald Wastewater District which has sufficient capacity to provide service. Certificates of water and sewer availability will be required at the time of building permit application submittal.

MGP will be required to construct new stormwater controls, including on-site detention, to current standards or to those standards in effect at the time of permit application, whichever is applicable. The City's existing downstream conveyance has the capacity for current site conditions. Retrofitting of an outdated system will result in lower stormwater off-site discharge, resulting in a lessoning of impact to the conveyance system.

MGP will be required to upgrade on-site utilities for connection to main water, sewer, and stormwater lines. Development extension agreements may be required

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for such connections depending upon the regulating entity. Thus, while current analysis does not denote whether capacity and infrastructure must be increased to support the proposed development agreement, MGP has committed to building improvements or to funding their proportionate share of the improvements.

The Planning Commission finds this criterion has been satisfied.

Findings of Fact Nos. 5, 35, and 39.

e. ***The development agreement proposal contains architectural design (including but not limited to building setbacks, insets, facade breaks, roofline variations) and site design standards, landscaping, provisions for open space and/or recreation areas, retention of significant trees, parking/traffic management and multimodal transportation improvements and other features that minimize conflicts and create transitions between the proposal site and property zoned R-4, R-6, R-8 or MUR-35'.***

The Conceptual Plan and Supplemental Site Design Guidelines provide architectural design and site design standards that are envisioned for the development. The design will satisfy or exceed the City's commercial design standards unless a modification has been granted, such as the façade transition, via the proposed Development Agreement. The transition between the site and the R-6 property across N 160th Street will be separated by not only the width of the roadway but an additional setback as well as a stepback transition in building height. The provision of public (open) spaces is in excess of that required by the City's standards and will be available for public accessibility.

The Planning Commission finds this criterion has been satisfied.

Findings of Fact Nos. 7, 22, 23, 24, 25, 26, 27, 39, 30, 31, 32, and 33.

f. ***The project is consistent with the standards of the critical areas regulations, Chapter 20.80 SMC, Critical Areas, or Shoreline Master Program, SMC Title 20, Division II, and applicable permits/approvals are obtained.***

There are no critical areas located within the Sears Property. A piped section of Boeing Creek is within N 160th Street, requiring a 10-foot buffer. Work within this buffer is permitted subject to the City's Critical Areas Regulations, chapter 20.80 SMC.

The Sears Property is not located within the shoreline jurisdiction so as to be subject to SMC Title 20 Division II.

Findings of Fact No. 40.

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3. The proposed Development Agreement provides numerous public benefits for the City.

Exhibit E(1), Attachment E, Exhibit C Public Benefit Matrix details 24 benefits that the City would receive through the redevelopment of the Sears Property via the proposed Development Agreement. These benefits are:

a. Fulfills the Community Renewal Area Vision of 21st century renewal of creating a "one-stop" convenient shopping and living solution.
b. Provides a series of publicly – accessible open spaces spread throughout the Project varying from green lawns for summer day picnics, outdoor movies and concerts in the park areas, to intimate plazas and paseos adjacent to lively restaurants and retail shops, well-appointed with comfortable seating areas and creative landscape and hardscape elements.
c. Provides a permanent home to the Shoreline Farmers Market.
d. Unlocks buildable land.
e. Provides the opportunity for entertainment and dining options.
f. Provides the opportunity for goods and services options.
g. Fulfills the City's goal of rebranding Aurora Square, reflecting the renewed energy and direction of the Center.
h. Activates the Center at all times of the day, every day of the week.
i. Revitalizes a blighted 1960s – era building.
j. Provides a paradigm for future redevelopment of the remainder of the CRA.
k. Provides tax revenue.
l. Provides housing choices.
m. Provides a mixture of residential and commercial uses, reducing the need for daily – needs vehicle trips and creating opportunities for living and working in close proximity, reducing vehicle miles traveled.
n. Provides multi-modal connectivity externally to Westminster Way N., 160th Street, Shoreline Community College, the Interurban Trail, and transit and internally within and between the upper and lower levels of the Center.
o. Creates a walkable community.
p. Encourages healthy forms of transportation.
q. Upgrades internal and external infrastructure (water, sanitary sewer, and stormwater).
r. Redevelopment of the site and implementation of water quality and stormwater management measures results in improved stormwater quality for the City and Region.

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s. Leverages the City's investments in the redesign of Westminster Way N. and completes the Westminster Way N. and Westminster Way N./N. 155th Street intersection improvements.
t. Re-channelizes N. 160th Street to provide 3 travel lanes and bike lanes on both sides of the street.
u. Provides a mid – block pedestrian crossing on N. 160th Street.
v. Creates 3.14-3.47 acres of publicly accessible park like open space.
w. Includes $100,000 for maintenance of trails at Boeing Creek and Shoreview Park.

The Planning Commission finds the public interest is benefited.

Findings of Fact Nos. 3, 4, 5, 15, 22, 23, 24, 25, 26, 29, 30, 31, 32, 33, and 41.

C. Recommendation

The Planning Commission recommends that the City Council approve the proposed Shoreline Place Development Agreement, including attachments, presented at the July 11, 2019 Public Hearing and attached hereto as Exhibit A.

D. Record before the Planning Commission

The Index of the Record for PLN18-0206 is attached hereto as Exhibit B.

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Proposed Shoreline Place Development Agreement PLN18-0206

Index of the Record

July 11, 2019

Exhibit A: March 7, 2019 Planning Commission Regular Meeting

1. Staff Report - Proposed Development Agreement - Shoreline Place Introduction
   Attachment A – Conceptual Development Plan and Design
   Attachment B – Shoreline Place Conceptual Guide Plan – Proposed Project Elements Market Analysis and Rationale
2. Approved Meeting Minutes for March 7, 2019

Exhibit B: May 2, 2019 Planning Commission Regular Meeting

1. Staff Report - Proposed Development Agreement - Shoreline Place
   Attachment A – Development Agreement Content and Criteria
   Attachment B – Planned Action Ordinance No. 705
   Attachment C - Aurora Square Community Renewal Area Plan
   Attachment D - SEPA Planned Action Determination of Consistency/Amended Planned Action Determination of Consistency
   Attachment E – Proposed Development Agreement and Exhibits
   - Exhibit A - Legal Description of Property
   - Exhibit B – Property
   - Exhibit C – Public Benefit Matrix.
   - Exhibit D – Conceptual Guide Plan
   - Exhibit E – Open Space System
   - Exhibit F - Supplemental Site Design Guidelines
   - Exhibit G – Westminster Way Improvements
   - Exhibit H – Street Sections and Design Plans
   - Exhibit I - Open Space System Operations & Maintenance Plan
   - Exhibit J - Illustrations of Modifications to Land Use Regulations
   - Exhibit K - Net New PM Peak Hour Trip Accounting Tool
   - Exhibit L – Vested Provisions of Title 20 SMC
   - Exhibit M - Shoreline Place Open Space Potential Credit Calculations

   Attachment F – Index of Development Agreement Sections
   Attachment G - MGP and City Staff Responses to Decision Criteria
2. Approved Meeting Minutes for May 2, 2019
3. ***Written Public Comment***
   - Alisha
   - Giordano, Jesse
   - Johnson, Cynthia
   - Lidstrom, Kothra
   - Lowell, Olivia
   - Ruiter, Steve
   - Steele, Les
   - Trotter, Kainoa
   - Turner, Claudia
   - Vanderhei, Dan
   - Cantara, Allen

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- McIntyre, Dustin
- McRea, Kris
- Peterka, Meghan
- Davis Cheryl
- ROIC

Exhibit C: May 16, 2019 Planning Commission Regular Meeting

1. Staff Report - Proposed Development Agreement - Shoreline Place
   Attachment A - SMC 20.60.140 Adequate Streets
   Attachment B - City of Seattle's Traffic Standard Fig A-11
   Attachment C - Shoreline Engineering & Design Manual Section 12.10 Woonerf
   Attachment D - Urban Street Design Guide
   Attachment E - Woonerf Photo Montage
2. DRAFT Meeting Mintues for May 16, 2019
3. ***Written Public Comment***
   - Braun, Raymond
   - Braun, Raymond #2
   - Charest, Isis
   - Hogle, Karen
   - Parrent, Jeanne
   - ROIC Letter to PC
   - Russell, Kathleen
   - Scheir, Eric
   - Turner, Claudia
   - Wendy

Exhibit D: June 6, 2019 Planning Commission Public Hearing/Regular Meeting

1. Staff Report – Proposed Development Agreement - Shoreline Place #3
   Attachment A - Shoreline Place DA - Staff Report Attachment
   - Draft Shoreline Place Development Agreement - redline
   - Draft Shoreline Place Development Agreement - clean
     - Exhibit A - Legal Description
     - Exhibit B - Property
     - Exhibit C - Public Benefit Matrix
     - Exhibit D - Conceptual Guide Plan
     - Exhibit E - Open Space System Plan - revised 5-31-19
     - Exhibit F - Supplemental Site Design Guidelines
     - Exhibit G - Westminster Way Improvements
     - Exhibit H - Street Sections and Design Plans
     - Exhibit I - Open Space System Operations & Maintenance Plan
     - Exhibit J - Illustrations of Modifications to Land Use Regulations
     - Exhibit K - Net New PM Peak Hour Trip Accounting Tool
     - Exhibit M - Shoreline Place Open Space Potential Credit Calculations
     - Exhibit N - Proposed Phase Plan - New 5-31-19
2. DRAFT Meeting Minutes for June 6, 2019
3. ***Written Public Comments:***
   - Baker, Don
   - Cutting, Kimberly

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- Cutting, Jacqueline
- Harkness, Linda
- Kayyali, Bergith
- Leitzelar, Lisa
- McInerny, Sara Raab
- ROI Comment Letter - Draft Revisions to DA
- ROIC Response to MGP's Proposed plan (Meeting hand out)
- Zhang, Ruoxi

Exhibit E: July 11, 2019 Planning Commission Public Hearing Meeting

1. Staff Report - Proposed Development Agreement - Shoreline Place
   Attachment A - Development Agreement Content and Criteria
   Attachment B - Planned Action Ordinance No. 705
   Attachment C - Aurora Square Community Renewal Area Plan
   Attachment D - SEPA Planned Action Determination of Consistency - Original and Amended
   Attachment E - Proposed Development Agreement
   - Exhibit A - Legal Description of Property
   - Exhibit B - Property Site Plan
   - Exhibit C - Public Benefit Matrix
   - Exhibit D - Conceptual Guide Plan
   - Exhibit E - Open Space System
   - Exhibit F - Supplemental Site Design Guidelines
   - Exhibit G - Westminster Way Improvements
   - Exhibit H - Street Sections and Design Plans
   - Exhibit I - Open Space System Operations & Maintenance Plan
   - Exhibit J - Illustrations of Modifications to Land Use Regulations
   - Exhibit K - Net New PM Peak Hour Trip Accounting Tool
   - Exhibit L - Vested Provisions of SMC Title 20
   - Exhibit M - Shoreline Place Open Space Potential Credit Calculations
   - Exhibit N - Phase 1 Circulation Plan
   - Exhibit O - Block Plan and Required Improvement per Phase

   Attachment F - MGP and Staff Recommendation to Decision Criteria
   - Exhibit A - Shoreline Place Transportation Consistency Analysis

   Attachment G - PRCS/Tree Board Memo
2. Draft Minutes of June 6, 2019 Study Session
3. ***PUBLIC COMMENT***:
   - Erik - Phone Comment

Exhibit F: July 11, 2019 City Staff PowerPoint Presentation

Exhibit G: July 11, 2019 MGP PowerPoint Presentation

Exhibit H: July 11, 2019 Bricklin & Newman Letter for ROIC

Exhibit I: July 11, 2019 Heartland Memorandum for ROIC

Exhibit J: July 11, 2019 Heffron Transportation Letter for ROIC

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Proposed Shoreline Place Development Agreement

Noticing & SEPA Exhibit List

1. March 8, 2019 – Notice of Addended EIS for Aurora Square Planned Action

   Mailing and email lists

2. March 8, 2019 – Determination of Consistency with SEPA for the Aurora Square CRA

   Email lists

3. April 22, 20219 – Revised Determination of Consistency with SEPA for Aurora Square CRA

   Email lists

4. May 16, 2019 – Public Hearing Notice for Proposed Shoreline Place Development Agreement

   Mailed to 1000' radius

5. June 6, 2019 - Public Hearing Notice for Proposed Shoreline Place Development Agreement

   Mailed to 1000' radius

6. May 29, 2019 – Rescheduled Public Hearing Notice for June 6, 2019 meeting – Postcard

   Mailed to 1000' radius

7. June 19, 2019 – Public Hearing notice for July 11, 2019 Shoreline Place Development Agreement – postcard

   Mailed to 1000' radius

Resolution No. 441 - Exhibit 2

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DEVELOPMENT AGREEMENT

THIS AGREEMENT by and between MGP XII SB Aurora, LLC, a Delaware limited liability company ("**Developer**"), or its assignee, and the City of Shoreline, a Washington municipal corporation ("**City**") entered into and executed on the date indicated below, with an Effective Date as set forth herein. Developer and the City are each a "**Party**" and collectively the "**Parties**" to this Agreement.

RECITALS

1. The City has authority to enact laws and enter into agreements to promote the health, safety and welfare of its citizens and thereby to regulate the use and development of the Property.

2. The City has the authority to enter into development agreements with those who own or control property within its jurisdiction, pursuant to RCW 36.70B.170 through 36.70B.210. This Agreement is entered into under the City's police power, general contracting authority, and RCW 36.70B.170 through 36.70B.210.

3. In 2012, the City designated the Aurora Square area as a Community Renewal Area (**"CRA")** where economic renewal would deliver multifaceted public benefits. On August 10, 2015 it passed Ordinance 705 adopting the Aurora Square CRA Planned Action.

4. Developer owns approximately 17.31 acres of real property formerly known as Shoreline Sears lying between N. 160th Street and Westminster Way N. in the CRA ("**Property**"). The Property is legally described on **Exhibit A** and depicted on **Exhibit B**.

5. Both the City and Developer find it desirable to enter into this Agreement to plan for the orderly redevelopment of the Property that is consistent with the CRA, Planned Action, and the City's Comprehensive Plan and which provides the public benefit items in the Public Benefit Matrix, outlined in **Exhibit C**.

6. Developer proposes construction of up to 1,358 multifamily residential units, approximately 75,610 square feet of commercial land use (including approximately 3,450 square feet of existing commercial land use), and approximately 2.94-3.47 acres of publicly-accessible open space on the Property as depicted in the Conceptual Guide Plan **Exhibit D** and the Open Space System, **Exhibit E**. The project components as described in Section 2 *Project Components* and depicted on the Conceptual Guide Plan are the result of extensive market research, community outreach, and planning efforts.

7. The Planned Action seeks to act as a catalyst for public and private partnership investment that will renew and revitalize Aurora Square creating a compact, more intense, mixed-use, pedestrian friendly, and transit-supportive land use. The Planned Action contemplates providing residents and visitors greater access to a mix of housing, retail and commercial opportunities that meets a range of needs. The Planned Action goals that will be achieved through implementation of this Agreement include:

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A. Revitalizing the CRA and Facilitating Growth of the City's Employment and Tax Base: The Agreement allows Developer to redevelop a functionally obsolete department store while at the same time creating a new tax base for the City.

B. Housing: The Agreement will provide needed housing adjacent to goods, services and transit while also activating the CRA at all times of the day, every day of the week.

C. Entertainment: While perhaps at a different scale than what was contemplated in the CRA Vision due to various market factors, the Agreement will provide entertainment options including a permanent home for the Farmer's Market, summer time concerts and movies in the park and restaurant/dining options at a scale that is not found elsewhere in the City.

D. Goods and Services: The Agreement fosters access and viability for the existing goods and services offered at Aurora Square such as Central Market, Marshall's, and Bank of America. New retailers will capture sales leakage currently leaving the trade area.

E. Significant Open Space: The Agreement supports a significant open space system accessible to the public that will provide family/community gathering places, opportunities for outdoor entertainment, farmer's market, pedestrian connections, and enhanced conductivity to restaurants and retail shops.

F. Continuity: The Agreement provides an opportunity for a partnership that allows the City to develop an identifiable neighborhood that is mixed-use, pedestrian friendly, and transit-supportive consistent with the CRA vision.

G. Infrastructure: The Agreement will improve existing motorized and non-motorized transportation, utility, sanitary sewer, and stormwater infrastructure.

H. Resource and Land Use Efficiency: The Agreement will maximize the effectiveness of public and private planning and financial resources and will further certainty and predictability.

I. Connectivity: The Agreement will promote connectivity to and from Westminster Way N., the Interurban Trail, transit, and between and within the upper and lower parts of Aurora Square.

J. Westminster Way N. Connection: The City and private applicants have invested resources to create a more pedestrian friendly environment on Westminster Way N. The Project will leverage these public and private investments in Westminster Way, providing for enhanced pedestrian connections and introducing gathering areas and retail space within the buildings along Westminster Way.

K. Quality Development: The Agreement will allow the City and Developer to expand both commercial and residential opportunities at the Property and enhance the "on-ground" experience consistent with the CRA.

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L. Reduce Uncertainty: The Agreement will reduce the risk to Developer due to the changes in development regulations and processes and reduce uncertainty for the City as the Agreement contains a unified development vision.

M. Developer and City Relationship: The Agreement allows Developer and the City to establish a mutually supportive relationship that enables them to work directly with one another to implement this Agreement.

N. Implementation of Plans: The Agreement will implement the Planned Action, CRA, and the City's Comprehensive Plan.

8. As provided in SMC 20.30.355 B, the Parties intend that this Agreement specify the development standards applicable to the Property, including Project elements, amount and payment of impact fees, mitigation measures, design standards, affordable housing, parks and open space preservation, phasing, review procedures, vesting, other appropriate requirements, and nonmotorized access provided. There are no significant trees on the Property.

9. The Parties intend that this Agreement specify the regulatory fees and mitigation that will be required for Developer, or its successors and assigns, to construct the development contemplated herein. Nothing in this Agreement is intended to limit Developer's ability to propose additional development beyond the Project addressed in this Agreement, or modifications to the Project, provided that such development shall be consistent with the then-applicable SMC and Comprehensive Plan unless otherwise provided in this Agreement.

10. All Recitals and Exhibits (A - O) referenced in this Agreement are hereby incorporated by reference and shall be considered as material terms of this Agreement.

11. The City has determined that the Project is a Planned Action Project and has issued a Determination of Consistency pursuant to Section 4 of the Planned Action Ordinance.

12. The Parties intend that they shall take further actions and execute further documents, either jointly or within their respective powers and authority, necessary or appropriate to implement the intent of this Agreement. The Parties intend to work cooperatively to achieve the mutual goals of this Agreement, subject to the City's and Developer's independent exercise of judgment.

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

AGREEMENT

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1. Definitions.

A. **"Agreement"** shall mean this Development Agreement.

B. **"Approvals"** shall mean this Agreement.

C. **"Approvals Process"** shall mean the process for reviewing and approving the Approvals.

D. **"City Council"** shall mean the City Council of the City of Shoreline.

E. **"Code Amendment"** shall mean amendments to the SMC or other regulations, affecting the development of the Project adopted after January 4, 2019.

F. **"Conceptual Guide Plan"** shall mean the Development Agreement Conceptual Design Submittal dated December 21, 2018 and summarized in the Conceptual Guide Plan depicted on **Exhibit D**.

G. **"CRA"** shall mean the Aurora Square Community Renewal Area.

H. **"CRA EIS"** shall mean the CRA Draft and Final Environmental Impact Statement and as addended on March 8, 2019.

I. **"CRA Trip Budget"** shall mean the trip budget of 808 net new PM peak hour trips generated by uses within the CRA through the year 2035.

J. **"Developer"** shall mean MGP XII SB Aurora, LLC, a Delaware limited liability company and/or its successor or assignees.

K. **"Effective Date"** shall mean the date when the last representative of the City and/or Developer executes and transmits a copy of the signed Agreement.

L. **"GMA"** shall mean the Growth Management Act, Chapter 36.70B RCW.

M. **"Open Space System"** shall mean the publicly-accessible open space system within the Project as depicted on **Exhibit E.**

N. **"Parks Impact Fee"** shall mean the impact fee for parks, open space, and recreation facilities adopted in Chapter 3.70 SMC.

O. **"Planned Action"** shall mean the Aurora Square CRA Planned Action.

P. **"Planned Action Ordinance"** shall mean the City of Shoreline Ordinance 705.

Q. **"Planned Action Project"** shall mean a project which qualifies as a Planned Action Project under the Planned Action Ordinance.

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R. **"Project"** shall mean the Project and Project Components described in Section 2 *Project Components* and depicted on **Exhibit D**.

S. **"Property"** shall mean the property legally described on **Exhibit A** and depicted on **Exhibit B**.

T. **"PROS Plan"** shall mean the Parks, Recreation, and Open Space Plan adopted by Council Resolution 412.

U. **"SEPA"** shall mean the State Environmental Policy Act.

V. **"SMC"** shall mean the Shoreline Municipal Code.

W. **"Status Report"** shall mean the written status report provided by Developer to the City documenting efforts related to the Project required by Section 6, *Status Report*.

X. **"Supplemental Site Design Guidelines"** shall mean the Supplemental Site Design Guidelines, attached hereto as **Exhibit F**.

Y. **"Transportation Consistency Analysis"** shall mean the April 5, 2019 Transportation Consistency Analysis prepared by TENW and approved by the City.

Z. **"Vested Code Provisions"** shall mean the Planned Action, Comprehensive Plan elements, the applicable land use regulations, environmental regulations, building and site design, utilities, transportation concurrency standards, as they may be modified by Section 12, *Modification of Land Use Regulations*, of this Agreement. Applicable provisions of Title 20 SMC are attached as **Exhibit L**.

2. Project Components. The Project will be comprised of the following components as further depicted in **Exhibit D**, the Conceptual Guide Plan:

A. Approximately 1,358 multifamily residential units.

B. Approximately 75,610 square feet of commercial land use (including 3,450 square feet of existing commercial land use). Commercial land use shall not include storage facilities.

C. Parking for the residential and commercial land uses.

D. Transportation improvements as described in Section 7, *Off-Site Transportation Improvements*.

E. On-site motorized and non-motorized circulation as described in Section 8, *On-Site Motorized and Non-Motorized Circulation.*

F. Publicly-accessible open space as described in Section 9, *Open Space System*.

G. Utilities improvements as described in Section 10, *Utilities*.

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3. Development Approvals. Developer shall have the right to develop the Property with up to 1,358 multifamily residential units and 75,610 square feet of commercial land uses (including 3,450 square feet of existing commercial land use). Residential units may be multifamily apartments or residential condominiums and may include affordable and market rate housing. Commercial land uses may include office, professional office, medical office, retail, entertainment, restaurant uses, and other uses as authorized by the SMC but may not include storage facilities. Detailed development plans will be approved through the site development permit and other approval processes provided for in the SMC, as applicable. Any additional development on the Property beyond 1,358 multifamily residential units and 75,610 square feet of commercial land uses shall require an amendment to this Agreement as described in Section 33 (*Amendment of Agreement*) or shall be developed outside this Agreement and be consistent with the City's then-applicable regulations. Additional commercial square footage and office uses may be approved as a minor amendment to this Agreement provided that the aggregate commercial and office uses fall within the scope of the Planned Action Ordinance.

4. Flexibility. As a component of this Agreement, the Planning Commission has recommended, and City Council has approved the Conceptual Guide Plan which is considered a conceptual guide to which development of the Project will generally conform. It is not intended to require specific uses, square footages, building massing, building design, or specific buildings on specific parcels. Depictions of building footprints, bulk and scale drawings, and number of stories in the Conceptual Guide Plan are illustrative only. The Conceptual Guide Plan is intended to be an overall approved development envelope, with certain right-of-way improvements and public benefits to be delivered with respective project phases.

   A. Project Components may be located on any parcel on the Property and the unit count of residential units may be modified so long as the City determines the modification generates the same or lesser net new PM peak hour trips as the uses previously approved in the Approvals, based on the trip generation methodology in the Transportation Consistency Analysis, and otherwise complies with the SMC and regulations or to this Development Agreement to the extent that certain provisions of the SMC are amended herein. Subsequent development phases shall be allowed to be flexible to achieve the CRA Vision. Modifications shall be done by mutual agreement of the Parties as set out in Section 33, *Amendment of Agreement*.

   B. Deviations to the location, capacity or layout of the ingress/egress locations shown in the Conceptual Guide Plan may be requested, and if approved, modified through a Deviation from the engineering standards process.

5. Phasing. The Parties agree that the Project may be undertaken over multiple phases and the timing of each phase and its final configuration will be at the sole election of Developer in response to its development goals, business judgment, and market dynamics. The following Project Components depicted in the Conceptual Guide Plan, **Exhibit D,** are priorities the City has identified for the realization of the Planned Action. **Exhibit O** depicts the Open Space and on-site and off-site motorized and non-motorized

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circulation/transportation improvements which must accompany each Block.

A. Commercial, Retail, and Restaurants. The Parties recognize the need to redevelop a functionally obsolete department store while at the same time creating a new tax base for the City. Developer, as an industry recognized leader in owning, operating and leasing retail and retail-driven mixed-use properties has identified the current appropriate retail and restaurant configuration based on the adjacency to Central Market and other market factors. These retail spaces and restaurants will generally follow the Conceptual Guide Plan. The Project shall include a minimum of 55,985 square feet of commercial uses, with the first phase including approximately 17,000 square feet of commercial space for such uses as a café, brew pub, restaurant and dessert shops clustered around the Open Space System and connecting to Westminster Way.

B. Open Space System. Developer acknowledges the importance of there being publicly accessible open space incorporated into the Project. The Conceptual Guide Plan depicts Developer's approach to creating a series of these spaces spread throughout the Project. These spaces vary from green lawns for summer day picnics, outdoor movies and concerts in the park areas, to intimate plazas and paseos adjacent to lively restaurants and retail shops, well-appointed with comfortable seating areas and creative landscape and hardscape elements. **Exhibit E** refines the Open Space System. Subject to Section 4, *Flexibility,* and the Supplemental Site Design Guidelines, Open Space System components shall be provided as follows:

i. Westminster Plaza - with the construction of Block E.

ii. East Plaza - with the construction of Block D.

iii. West Plaza- with the construction of Block C.

iv. Community Open Space – with the earlier of the construction of Block B or C.

v. Pedestrian Shared Street - with the construction of Block C.

C. Westminster Way Connection. The City has identified Westminster Way as a key component of the CRA and is investing City resources towards the creation of a more pedestrian-friendly environment. The City expects the Project to leverage enhancements along Westminster Way, providing for enhanced pedestrian connections and introducing gathering areas and retail spaces within the buildings along Westminster Way.

D. Supplemental Site Design Guidelines. Each phase of the Project shall comply with the applicable Supplemental Site Design Guidelines.

6. Status Report. Developer will provide a regular Status Report to the City documenting its efforts related to the Project generally structured as follows:

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A. Annual Reporting. Developer shall provide a written Status Report annually every calendar year in January to the City Economic Development Program Manager until completion of the Project or the Development Agreement expires, whichever occurs first.

B. Contents. The Status Report shall include, but is not limited to, updates on:

i. Construction, including public benefits, completed to date.

ii. Phases, including Project Components addressed in the Supplemental Site Design Guidelines, currently in development but not completed.

iii. Net new PM Peak hour trips generated by the Project.

iv. Conditions, including economic, regulatory and/or other factors that may impact current or future phases of the Project.

v. Developer efforts to market the Project.

vi. Developer shall not be obligated to disclose any proprietary or confidential information regarding the Project's financial status or potential tenants/partners.

vii. Any other factors that Developer identifies as relevant to the success of the Project.

C. The City may, but is not obligated to, provide comments on the Status Report. As appropriate, Developer and the City shall meet and confer about any issues arising in the Status Report.

7. Off-Site Transportation Improvements. Ordinance 705 Exhibit A Section 1.2 Transportation provides that, as part of a voluntary agreement, the City may reduce the share of cost of frontage improvements that would otherwise be required of a project within the CRA if the City determines that other improvements implement high priority street improvements in place of lower priority improvements or meet other objectives that advance the CRA. As part of the Transportation Consistency Analysis, the Parties identified the Project's offsite transportation improvements. **Exhibit O** depicts the off-site transportation improvements which must accompany each Block. Developer shall be responsible for the following improvements:

A. Westminster Way N. frontage improvements: Developer is responsible for its proportionate share of the cost of the improvements shown on **Exhibit G,** Westminster Way Frontage Improvements. Developer's proportionate share is due at the time of the first building permit for a building in Block E or F of the Conceptual Guide Plan.

B. N. 155th Street and Westminster Way Intersection: Completed with proportionate share contributions from the Project. The proportionate share at the intersection for

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Developer shall be the cost of the improvements as set out in **Exhibit G.** Developer's proportionate share is due at the time of the first building permit for a building in Block E or F of the Conceptual Guide Plan.

C. N. 160th Street Mid-Block Pedestrian Crossing with Rectangular Rapid-Flashing Beacons (RRFB) or similar treatment acceptable to the City Traffic Engineer at the east leg of the N. 160th Street and Fremont Place N. This improvement will be made at the time of the first building permit for a residential building.

D. N. 160th Street Rechannelization: Rechannelization of N 160th Street with approximately 1,200 lineal feet of frontage on both sides of 160th (from Dayton Ave N. to Linden Ave N. with transitions beyond) to provide 3 travel lanes and bike lanes on both sides of the street as demonstrated in the Transportation Consistency Analysis. The rechannelization shall be required as a condition of issuance of the first building permit for a residential building.

E. Deviation for N. 160th Street Amenity Zone and Pedestrian Facility. The City has determined that the North Promenade from A Street to N. 157th Street as shown in the Conceptual Guide Plan (Exhibit D)satisfies the criteria for granting a deviation from the Engineering Development Manual to allow the eight-foot wide ADA accessible pedestrian facility to be located on the Property within an easement rather than requiring Developer to dedicate Right of Way and construct the standard pedestrian facility behind the existing curb in the right-of-way . Developer may apply for and the City will grant a deviation for the North Promenade as generally shown on the Conceptual Guide Plan or in a comparable location, acceptable to the City, that respects the existing access easement. The North Promenade (approximately 0.39 acres) shall be provided with the construction of Block A or Block B, whichever occurs first and include a minimum eight-foot wide separated pedestrian and bicycle path that meets ADA standards. Developer shall grant an easement to the public for its use as a pedestrian and bicycle path. The existing sidewalk within the N. 160th Street right-of-way will remain.

F. Greenwood Avenue N./NW Innis Arden Way and Greenwood Avenue N./N. 160th Street. The City has entered into a Transportation Mitigation Agreement with Shoreline Community College which requires the College to complete mitigation improvements at Greenwood Avenue N./NW Innis Arden Way and Greenwood Avenue N./N. 160th Street within 6 years of a certificate of occupancy for the College's student residence hall (Building Permit MFR 17 – 1322). Developer shall pay at building permit issuance for the first building in the Project following the City's issuance of permits for construction of the mitigation improvements its proportionate share based on 3 new PM Peak hour trips at these intersections out of a total of 58 PM peak hour trips generated by the College, provided that Developer's cost shall not exceed 5.2% of the cost of the mitigation improvements. The City expects to have identified a preferred alternative and cost estimate by Fall, 2019.

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G. Carlyle Hall Road/Dayton Avenue N./N.165th Street. The City's Transportation Mitigation Agreement with Shoreline Community Colleges requires the College to complete mitigation improvements at Carlyle Hall Road/Dayton Avenue N./N. 165th Street within 6 years of the City's receipt of an enrollment report showing a Full Time Equivalent enrollment of 5,340 or greater unless an updated traffic study demonstrates that mitigation is no longer necessary. Developer shall pay at issuance of the first building permit for the Project following the City's issuance of permits for construction of the mitigation improvements its proportionate share of the improvements based on 3 new PM Peak hour trips out of a total of 21 trips generated by the College, provided that Developer's cost shall not exceed 14.3% of the cost of the improvements.

8. On-Site Motorized and Non-Motorized Circulation. Developer shall provide on-site motorized and non-motorized circulation as generally shown on **Exhibit D** using the Street Section and Design Plans in **Exhibit H** and will coordinate location and easements as necessary with adjacent property owners. **Exhibit O** depicts the on-site motorized and non-motorized circulation improvements which must accompany each Block.

A. N. 157th Street shall extend from Westminster Way N. to N. 160th Street and include a sharrow lane with markers and wayfinding signs to provide a bicycle connection from the Interurban Trail to the new N. 160th Street bicycle lane, the timing of which shall occur with the construction of Block C or D, whichever occurs first.

B. C Street shall be constructed with Block D.

C. B Street shall be constructed with the construction of Block B or Block C, whichever occurs first.

D. If provided, the Block A Promenade will be constructed with construction of Block A or Block B, whichever occurs first.

E. The access route shown on **Exhibit N** shall remain until C Street is constructed.

F. With each permit application for: (i) demolition of a structure or portion of a structure; or (ii) a new structure, Developer shall demonstrate how vehicular and truck access from N. 160th Street to Westminster Way will be provided.

9. Open Space System/City Parks.

A. As a component of the Project, Developer shall construct the Open Space System generally as shown on **Exhibits D and E** with the operations and maintenance according to **Exhibit I**, including the four open space components identified in this subsection. **Exhibit O** depicts the Open Space components which must accompany each Block. Each component shall include at least the minimum number of design elements required by the Supplemental Site Design Guidelines. While only the minimum number of design elements specified in the Supplemental Site Design Guidelines are required, Developer may propose as many of the design elements as may be feasible in an effort to create a unique sense of place that will enhance the

probability of success for the Project.

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i. The Central Plaza (East and West Plazas) is approximately 0.66 acres and will provide for informal active and passive recreation as well as more prescribed uses such as festivals, community gatherings, concerts or other event staging.

ii. The Community Open Space is approximately 0.7 acres and will have a park-like character and allow for active play and lounging. It will act as a pedestrian gateway from the more residential upper areas of the site to the retail core. The Developer shall provide an approximately 0.2 acre parking area immediately adjacent to the Community Open Space. If this parking area is signed "Community Open Space Use only" it will be considered part of the Community Open Space and may qualify for a park impact fee credit pursuant to *Subsection 18.C, Parks Impact Fee Credit.*

iii. The Pedestrian Shared Street is approximately 0.7 acres and includes paths that will serve residents, visitors, pedestrians and cyclists as a web knitting the site together through a series of spaces allowing for moments of active and passive recreation including the Farmer's Market.

iv. The Westminster Way Plaza is approximately 0.49 acres and will provide a gateway from Westminster Way N. inviting people into the Open Space System. Wide open pedestrian paths create space for outdoor dining and gathering.

B. Maintenance and Operations. The Open Space System shall be private property. Developer shall be responsible for the maintenance and operation of the Open Space System. However, Developer shall make the Open Space System available for reasonable public access and enjoyment subject to the guidelines provided in the Open Space System Operations & Maintenance Plan, **Exhibit I.**

C. Multifamily Open Space. In addition to the Open Space System, pursuant to SMC 20.50.240.G, Developer will provide for each multifamily development within the Project the greater of 800 square feet of open space per development or 50 square feet of open space per dwelling unit. The Multifamily Open Space is not considered part of the Open Space System.

D. Public Places for Commercial Portions of Project. Pursuant to SMC 20.50.240.F, for commercial portions of the Project, Developer will provide 4 square feet of public place per 20 square feet of net commercial floor area up to a maximum of 5,000 square feet. This requirement may be divided into smaller public places so long as each public place is a minimum of 400 square feet. These public places shall be considered part of the Open Space System.

E. Credits Against Parks Impact Fees. Those components of the Open Space System for which the City grants credit against parks impacts fees shall be subject to covenants or other legally binding provisions mutually agreed upon by the

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Developer and the City to assure that the components are open and accessible to the public with agreed upon operations and maintenance as provided in **Exhibit I**. The purposes of these components of the Open Space System shall be for open space, landscape/hardscape, recreation, pedestrian and access by the public.

F. Maintenance of Shoreview Park and Boeing Creek Park Trails. As an additional public benefit, Developer shall make a voluntary contribution of Fifty Thousand Dollars ($50,000) each (One Hundred Thousand Dollars ($100,000) in total) at the time of issuance of the certificates of occupancy for the first two residential structures. The City shall use these funds for maintenance of trails in Shoreview Park and/or Boeing Creek Park.

10. Utilities. Developer will construct the requisite water, sanitary sewer, and stormwater facilities onsite and pay any connection fees and impact fees due for utility facilities located offsite as part of the buildout of the Project. The City has determined that the Project qualifies as a Planned Action Project and that no off-site utility improvements within the City's control are required. However, Developer remains responsible for the costs associated with alteration or extension of on-site utility infrastructure necessary to connect to the City's infrastructure and will coordinate as necessary with adjacent property owners.

11. Relocation of Existing Stormwater Line. An existing City stormwater line is located on the Property adjacent to the Westminster Way N. right-of-way. No easement of record exists for the stormwater line which primarily serves Property other than Shoreline Place. To resolve this encroachment, the City will relocate the City stormwater line from the Property to the Westminster Way N. right-of-way in conjunction with certain City improvements to Westminster Way N. and to N. 155th Street currently planned for 2020.

12. Modifications to Land Use Regulations. Pursuant to RCW 36.70B.170 *et. seq.*, the City has approved through this Agreement the modifications to the Vested Code Provisions specified in this Section. All other Vested Code Provisions shall apply.

A. Dimensional Requirements:

i. Table 20.50.020(3) is modified as follows: Base Height shall be 80 feet.

B. Site Design:

i. Site Frontage. SMC 20.50.240.C.1.e is modified as follows:

A building's primary entry shall be located on a street frontage and recessed to prevent door swings over sidewalks, or an entry to an interior plaza or courtyard from which building entries are accessible. For buildings adjacent to Westminster Way N. or N. 160th Street, the primary entrance may be from an internal open space with a pedestrian connection to the public right-of-way or from onsite circulation roads. See, **Exhibit J.**

ii. Internal Site Walkways. SMC 20.50.240.E.1.c is modified as follows:

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c. Raised walkways at least eight feet wide shall be provided for every three, double-loaded aisles or every 265 ~~200~~ feet of parking area width provided that no parking stall is more than 100 feet from a walkway. Walkway crossings shall be raised a minimum three inches above drive surfaces. Walkways shall be identified to motorists and pedestrians through the use of one or more of the following methods: changing paving materials, patterns, or paving color; change in paving height; decorative bollards; painted crosswalks; raised median walkways with landscaped buffers; or stamped asphalt.

C. Building Design:

i. Building Articulation. SMC 20.50.250.B.3 is modified as follows:

Multifamily buildings or residential portions of a commercial building shall provide the following articulation features at least every ~~35~~ 80 feet of façade along the street, park, public place, or open space. Parking structure façades fronting public streets shall apply to this subsection only as material, color, texture, or opening modulations and not as offset modulations:

a. Vertical building modulation 18 inches deep and four feet wide, if combined with a change in color or building material. Otherwise, the minimum depth of modulation is 10 feet and the minimum width for each modulation is 15 feet. Balconies may be used to meet modulation; and

b. Distinctive ground or first floor façade, consistent articulation of middle floors, and a distinctive roofline or articulate on ~~35~~ 80-foot intervals.

ii. SMC 20.50.250.B.5 is modified as follows:

Every 150 feet in building length along the street front shall have a minimum 30-foot-wide section that is offset by at least 20 feet throughout floors above the ground level floor.

D. Parking:

i. Table 20.50.410F is modified as follows:

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A	B	C	D	E		F	
Parking Angle	Stall Width *(feet)*	Curb Length *(feet)* (No modification)	Stall Depth *(feet)*	Aisle Width *(feet)*		Unit Depth *(feet)*	
				1-Way (No modification)	2-Way	1-Way (No modification)	2-Way
90	~~8.0~~7.5* Min. 8.0 Desired 9.0	8.0* 8.5 9.0	~~16.0~~15.0* ~~20.0~~16.0 ~~20.0~~18.0	23.0 23.0 23.0	23.0 23.0 23.0	** 63.0 63.0	** 63.0 63.0

* For compact stalls only. No more than 25 ~~50~~ percent of the required minimum number of parking stalls may be compact spaces.

ii. SMC 20.50.410.H is modified as follows:

Any parking spaces abutting a landscaped area on the driver or passenger side of the vehicle shall provide an additional 18 inches to provide a place to step other than in the landscaped area. The required 18-inch step – off may be satisfied by a 12-inch paving strip behind a 6-inch curb. See **Exhibit J.** In a parking garage, any space abutting a wall shall provide an additional 18 inches.

13. Process.

A. The Parties understand that, during its review of development applications, the City will likely provide correction comments. To streamline review and achieve the CRA Vision in a timely fashion, the City will strive to provide all its correction comments in its first set of review comments on an application, provided that the Applicant for the relevant development application may request preliminary comments. After the completion of two review cycles (not including preliminary comments), the City shall expedite a meeting to address any remaining correction comments.

14. Short Subdivision or Binding Site Plan. The Parties agree that a Short Subdivision or Binding Site Plan is necessary for the development of the Project. Developer acknowledges that any Short Subdivision or Binding Site Plan for the Project shall be required to comply with the applicable SMC provisions and review procedures. A Short Subdivision may be phased as follows:

A. The first phase and each subsequent phase other than the final phase shall include a conceptual utility/infrastructure plan showing how future phases can be served.

B. For each phase, the Developer must provide the transportation, Open Space System, and utility improvements necessary to support the current phase as well as cumulative impacts of previous phases so that the current phase can stand alone. A current phase may not be dependent on construction of improvements to be provided in a future phase unless specifically authorized in this Agreement.

C. If a Short Plat is processed, then consistent with SMC 20.30.450 and RCW 58.17.140, a final plat for the first phase must be submitted to the City for approval

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within 5 years of the approval of the preliminary short subdivision. A final plat for each subsequent phase must be submitted to the City for approval within 5 years of approval of the final plat for the prior phase.

15. Critical Areas. There are no critical areas on the Property. Boeing Creek is a piped stream within the N. 160th Street right-of-way, requiring a 10-foot buffer. SMC 20.80.274.C.4 permits clearing and grading within the buffer. The Project will provide the required 10-foot buffer. SMC 20.30.355.C.6 is satisfied.

16. Public Benefits. Parties acknowledge that the Project is advancing the CRA, including but not limited to the policies and goals identified on pages 7 and 17 of the Conceptual Guide Plan. Parties agree that the proposed public benefit items in the Public Benefit Matrix, outlined in **Exhibit C,** are consistent with the SMC, Shoreline Comprehensive Plan, CRA, and Planned Action. The City will not request or require any additional public benefits as part of the Project so long as the application is consistent with the Agreement and the Developer is not seeking (i) application of a Code Amendment pursuant to *Section 17, Vesting,* in which case Developer must demonstrate that application of the Code Amendment would provide a benefit equal to or greater than the benefit that would be provided by application of the Vested Code Provision; or (ii) a major amendment pursuant to *Section 33, Amendment of Agreement.*

17. Vesting. Developer shall be entitled to develop Conceptual Guide Plan projects under the Vested Code Provisions. Vesting will occur as of January 4, 2019, the date that a complete application for a Development Agreement was filed and shall run for a term of twenty (20) years.

    A. Except as provided in Section 18, *Impact Fees,* vesting does not apply to impact fees; plan review/inspection fees; connection charges; building code changes; or City, state, or federal stormwater requirements which are generally applicable throughout the City.

    B. Developer acknowledges the City reserves all rights to impose new or different regulations as authorized by RCW 36.70B.170(4).

    C. Due to the length of the vesting term, the Parties understand that allowing some future amendments to Vested Code Provisions to apply to the Project may provide public and Developer benefit. The Parties recognize that neither Party is prescient enough to anticipate all of the potential changes in technology or Developer's business needs, lease matters, construction techniques, economic cycles or architectural design that may occur during the vesting period. The City may advise Developer of Code Amendments that the City would like the Developer to consider. The Developer, in its sole discretion, may request and City may allow application of Code Amendments to Conceptual Guide Plan projects, including but not limited to changes in parking regulations. For example, technologies related to parking (autonomous vehicles, ride-share enhancements, etc.) may change resulting in a decreased parking demand in the Project from that currently required. The City

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may approve the use of such amended Code provisions administratively only if it determines the following criteria are met:

i. The Code Amendment does not permit new uses prohibited under the Vested Code Regulations.

ii. The Code Amendment does not authorize an increase in the number of residential units proposed.

iii. The Conceptual Guide Plan project will satisfy the City's traffic concurrency standards.

iv. The City concludes that application of the Code Amendment provides an overall benefit to the public equal to or greater than the benefit that would be provided by application of the Vested Code Provision.

The application of a Code Amendment shall not affect Developer's vesting to other Vested Code Provisions.

18. Impact Fees.

A. Transportation Impact Fee.

i. Transportation Impact Fee Calculation. Pursuant to SMC Chapter 3.80, Transportation Impact Fees shall be calculated at the rates set forth in SMC Chapter 3.01 applicable at the time of submittal of a complete application for a building permit or upon an independent fee calculation consistent with SMC Chapter 3.80 and approved by the City Traffic Engineer. Transportation Impact Fees shall include credit for prior land uses identified by Developer to be demolished or repurposed at time of building permit application as provided in SMC 3.80.050, as amended. All fees shall be paid in full prior to building permit issuance. The following modifications apply to the calculation of Transportation Impact Fees:

a. In the event demolition associated with a credit is not completed prior to the request for temporary occupancy for the permit for which the credit was applied, the Developer shall pay the City the full amount of the credit before the City will issue a Temporary Certificate of Occupancy.

b. In the event the new vehicle trips for a building permit application are less than the trips associated with those that serve as the basis for the credit for that application, resulting in surplus trips, the surplus trips may be applied to future building permit applications within the Project, thereby reducing the transportation impact fees on future building permit applications. The surplus trips shall be reported and tracked in the Status Report, *Section 6*.

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B. Fire Protection Facility Impact Fee Credit. The City has entered into an Interlocal Agreement with the Shoreline Fire Department to collect impact fees for fire protection facilities. SMC 3.75.060.B.2 provides that, if no impact fee was paid for the immediately preceding use, the impact fee for the new use shall be reduced by an amount equal to the current impact fee for the immediately preceding use. Approximately 330,617 square feet of Commercial 1 retail uses previously operated on the Property.

C. Parks Impact Fee Credit. The City has determined that certain components of the Open Space System within the Project (**Exhibits E and M**) support the goals of the City's 2017-2023 PROS Plan for public-private partnerships to provide access to recreational and public open space. The Aurora Square CRA Plan similarly speaks to private investment in outdoor amenities available for public use and the Aurora Square Planned Action EIS further recognizes that redevelopment will increase the demand for open space. Despite this, the Rate Study for Impact Fees for Parks, Open Space and Recreation Facilities, City Clerk Receiving No. 8871, did not include a park capacity project specifically near or within Aurora Square so as to entitle Developer to a park impact fee credit pursuant to SMC 3.70.080 at this time.

To effectuate the above objectives, City staff will present for City Council consideration an amendment to the Rate Study and the City's Capital Facilities Plan to identify the CRA and include components of the Open Space System authorized by this Agreement and that provide perpetual access to recreational and public open space. Upon an amendment to the Rate Study and Capital Facilities Plan, Developer shall be entitled to a credit against applicable parks impact fees as provided for herein, in **Exhibit M,** and pursuant to SMC 3.70.080 for those projects that meet the credit requirements. The Developer shall be responsible for notifying the City in a timely manner for those portions of the Open Space System for which it would like inclusion in the Capital Facilities Plan by the City Council.

The Developer shall request a credit prior to issuance of the building permit for the relevant component of the Open Space System to be constructed by the Developer that is required by the City as a condition of approving the development activity as set forth in this Agreement. Credits shall be calculated at the time of submittal of a complete application for a building permit based on the City's current forms and impact fees at that time and shall be based upon the property acquisition costs as set out in the most current Rate Study and eligible improvements.

19. Transportation Capacity and Infrastructure; Parking Management.

A. The Transportation Consistency Analysis demonstrates that, with the completion of roadway improvement projects identified in Section 7: A-D, *Off-Site Transportation Improvements,* there will be sufficient motorized and non-motorized capacities (roads, sidewalks, bike lanes) to meet the City's adopted level of service standards to safely support the Project in all phases. SMC 20.30.355.C.3 is satisfied.

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B. With each building permit application for a new structure, Developer shall demonstrate adequate parking and a parking management plan based on all of the uses of the Property at the time of permit application.

20. Concurrency Reservation. The City's transportation concurrency regulations, SMC 20.60.140, were adopted in accordance with the GMA (see, RCW 36.70A.060(6)(b)). Their purpose is to ensure that the City's transportation system is adequate to serve future development at the time the development is available for occupancy without decreasing current service levels below established minimum standards. The City has determined that development of up to 1,358 residential units and 75,610 square feet of commercial space through the year 2039 passes the concurrency test and agrees that no further concurrency review will be required. Within thirty (30) days of the effective date of this Agreement, the City shall issue a Certificate of Concurrency for Developer's Conceptual Guide Plan, with an expiration date that is the same as the expiration date of this Agreement.

21. Accounting for Project Net New PM Hour Trips. The total net new PM peak hour trips shall not be allowed to exceed 160 at any point in time. To ensure that Project-generated net new PM Peak hour trips remain within the CRA Trip Budget, the City shall maintain an accounting of the Project's net new PM peak hour trips using the methodology in **Exhibit K** and an accounting tool consistent with **Exhibit K**. The calculation of net new trips shall be completed on a building permit-by-building permit basis and will utilize the City's estimation forms or an independent fee calculation consistent with SMC 3.80.060, and approved by the City Traffic Engineer.

22. Stormwater Detention and Treatment.

A. General Standards. All stormwater facilities shall meet current City, state, and federal regulations in effect at the time of application for the permit triggering the need for stormwater facilities. Said compliance includes adherence to the terms of the then-current Western Washington Phase II NPDES Municipal Stormwater Permit issued by the Department of Ecology that is in effect at the time of application for the implementing entitlement permit.

B. Use of Future Technologies. The Parties recognize that stormwater treatment science is evolving. Developer shall have the option, but not the requirement, to use any treatment options contained in current or future Department of Ecology stormwater manuals and corresponding City stormwater technical manuals that are approved for general use by the City so long as the resulting use of technology would lead to stormwater treatment equivalent to, or better than, other authorized stormwater treatment technologies and so long as such technologies are consistent with federal and state law, including Ecology's Phase II permit, as it now exists or as may hereafter be amended.

C. Acknowledgement of Sufficient Stormwater Capacity. The City's consultant has indicated that the existing downstream conveyance is sized appropriately for current site conditions. Redevelopment of the Property will decrease future peak

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discharge rates through use of on-site detention in accordance with applicable local and state requirements.

23. Acknowledgement of Sufficient Water Supply and Capacity to Serve Future Development. As explained in the CRA EIS, the City of Seattle was provided with a description of the growth planned for the CRA and indicated that the water system has capacity for this growth. The Developer shall provide the City with a Water Availability Certificate with all building permit applications requiring the provision of potable water and/or fire flow.

24. Acknowledgment of Sufficient Sanitary Sewer. The Ronald Wastewater District (District) has analyzed its existing and future sanitary sewer capacity and infrastructure. Based on its review for the next 25 years, the District has acknowledged that there is sufficient local sanitary sewer capacity and infrastructure in place or planned to serve the Project and that Developer may construct on-site capacity and connect to the District's sanitary sewer system to serve the Project subject to review and approval of a Developer Extension Agreement.

25. State Environmental Policy Act Compliance. To create an incentive for and to streamline development within the CRA, the City prepared the CRA EIS and adopted the Planned Action Ordinance. The CRA EIS Preferred Alternative evaluated the impacts of adding 1,500,000 square feet to the existing 582,725 square feet in the CRA through the year 2030, including adding 250,000 square feet of additional retail, 250,000 square feet of additional commercial/office and 1,000 residential units. The City addended the CRA EIS on March 8, 2019. The CRA Planned Action authorizes this amount of commercial space, retail space, and dwelling units. Section 3.C(2)(b) of the Planned Action Ordinance allows shifting development between these land uses when: (a) total build out is less than the aggregate amount of development reviewed in the CRA EIS; (b) the CRA Trip Budget (808 net new PM Peak hour trips within the CRA by the year 2030) is not exceeded; and (c) development impacts identified in the CRA EIS are mitigated consistent with Exhibit A of the Planned Action Ordinance. The City has determined that:

A. With the Project, the Alexan Apartments, and existing land uses, total build out in the CRA is less than the aggregate amount of development reviewed in the CRA EIS.

B. The Transportation Consistency Analysis demonstrates that, with the Project, the Alexan Apartments and other existing land uses, the CRA Trip Budget is not exceeded.

C. The Transportation Improvements provided for in Section 7, *Off-Site Transportation Improvements*, fully mitigate the transportation impacts of the Project consistent with the Planned Action Ordinance and the Transportation Consistency Analysis.

D. The shift of development amounts between land uses within the Project satisfies Section 3.C(2)(b) of the Planned Action Ordinance thereby allowing 1,358 residential units.

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E. The Project is within both the geographic and development intensity scope of the redevelopment contemplated in the CRA Planned Action, which adequately addressed the significant environmental impacts of the Project and has been utilized to formulate the conditions on the Project.

F. The Project qualifies as a Planned Action Project pursuant to SMC 20.30.357.

G. Compliance with the Approvals shall constitute complete mitigation of the environmental impacts of the Project.

26. Consistency with Comprehensive Plan. As outlined in this Agreement and required by SMC 20.30.355.C.1, the Project is consistent with the goals and policies of the Comprehensive Plan.

27. Confirmation of Consistency and Future City Interpretations. City approval of this Agreement evidences its consistency with the SMC.

28. Sustainability. As required by SMC 20.30.355.C.2, the Project will provide innovative, aesthetic, energy-efficient and environmentally sustainable architecture and site design as demonstrated in the Conceptual Guide Plan. Developer shall incorporate the following LEED ND (Neighborhood Development) Credit categories into the Project design: Smart location, Access to quality transit and bicycle facilities, Housing and jobs proximity, Walkable streets, Compact Development, Mixed Use Neighborhoods, Reduced Parking footprint, Connected and open Community, Connected parks and outdoor space, Access to Civic and Public Space, Community Outreach and Involvement, Tree-lined and shaded streetscapes, Rainwater management, Heat Island Reduction, Recycled and Reused Infrastructure, and Light Pollution Reduction.

29. Transitions. Property on the north side of N. 160th Street (across the right-of-way from Building B1) is zoned R-6. The architectural design and site design elements along N. 160th Street, including landscaping, open space, retention of significant trees, parking/traffic management, and multimodal transportation improvements will create necessary transitions and minimize conflicts with the R-6 properties to the North. SMC 20.30.355.C.5 is satisfied.

30. Permit Review and Processing. Developer agrees to obtain all required permits, pay all permitting/review fees as established by the City. Permitting and land use review fees will adjust over time and Developer agrees to pay the fees in place at the time of application for construction of each phase of the Project.

31. Agreement to Run With the Land. For the term of this Agreement, the benefits and obligations of this Agreement shall run with the land and continue following the subdivision, leasing, or transfer of ownership to Developer's successors and assigns.

32. Term. The term of this Agreement shall be twenty (20) years from the Effective Date of this Agreement. The City and Developer may mutually agree to extend the term of the Agreement in writing.

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33. Amendment of Agreement. Amendment of this Agreement is subject to the provisions of Section 56 (*Final and Complete Agreement*). Amendments to the Agreement shall be designated as either minor or major amendment by the Director of Planning and Community Development, in consultation with affected City Departments.

A. Minor Amendments. A minor amendment is an amendment that is not defined below as a major amendment.

B. Major Amendments. A major amendment shall require an amendment to the Agreement and expressly includes:

i. Changing the term of the Agreement as set forth in Section 17 *Vesting*;

ii. Modifying the Open Space requirements set forth in Section 5.B *Phasing* or Section 9, *Open Space System;*

iii. Increasing the number of residential dwelling units set forth in Section 3 *Development Approvals* by more than ten percent (10%);

iv. An amendment that would cause an exceedance of the "CRA Trip Budget" as defined in the Agreement;

v. Proposing a land use that is not allowed in the zone;

vi. An amendment to any of the modifications set forth in Section 12 *Modifications to Land Use Regulations;*

vii. An amendment creating new significant environmental impacts not evaluated in the Aurora Square Planned Action FEIS;

viii. An amendment to the Supplemental Site Design Guidelines, Exhibit F;

ix. Addition of parcels adjacent to the Property and/or within the CRA to the Agreement, pursuant to *Section 34, Additional Parcels*; or

x. An amendment to Subsection 5.A, *Commercial, Retail, and Restaurants*.

C. Processing of amendments.

i. Major Amendments shall be processed as set forth in SMC 20.30.355(E)(1), requiring notice, a public hearing before the Planning Commission and City Council approval by ordinance or resolution, except that such amendments are not required to conform to SMC 20.30.355(B) Development Agreement Contents and will only be subject to the applicable Decision Criteria in SMC 20.30.355(C) based on the subject matter of the proposed amendment.

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ii. Minor Amendments shall be administratively reviewed and approved by the Director of Planning and Community Development following the procedures for a Type A decision as set forth in SMC 20.30.040 without notice, public hearing, or city council approval. In reviewing such amendments, the Director shall consult with affected City departments.

iii. The Director's decision classifying an amendment as major or minor is final and not subject to reconsideration or administrative appeal.

iv. The City's decision to approve a minor or major amendment is discretionary. The City may impose reasonable conditions of approval on any amendment.

v. The fee for processing of a minor or major amendment shall be the hourly rate set forth in SMC 3.01.010 for a development agreement at the time of the amendment.

vi. If approved, the Developer shall record the executed amendment as provided in SMC 20.30.355(E)(2).

34. Additional Parcels. In the event that Developer acquires additional parcels adjacent to the Property and/or within the CRA, Developer may apply to have the additional parcels made subject to this Agreement as a major amendment. The Parties intend that such an amendment build upon the substantial body of policy and technical analysis developed in connection with this Agreement.

35. Construction of Documents. In the event there are any conflicts or ambiguities between the terms of the body of this Agreement and the terms in any of the Exhibits, the terms of the body of this Agreement shall control.

36. Indemnification. Except as otherwise specifically provided elsewhere in this Agreement and any exhibits hereto, each Party shall protect, defend, indemnify and hold harmless the other Party and their officers, agents, and employees, or any of them, from and against any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, which are caused by or result from any negligent act or omission of the Party's own officers, agents, and employees in performing services pursuant to this Agreement. In the event that any suit based upon such a claim, action, loss, or damage is brought against a Party, the Party whose sole negligent actions or omissions gave rise to the claim shall defend the other Party at the indemnifying Party's sole cost and expense; and if final judgment be rendered against the other Party and its officers, agents, and employees or be rendered jointly against the Parties and their respective officers, agents, and employees, the Party whose sole negligent actions or omissions gave rise to the claim shall satisfy the same; provided that, in the event of concurrent negligence, each Party shall indemnify and hold the other Party harmless only to the extent of the indemnifying Party's negligence. The indemnification to the City hereunder shall be for the benefit of the City as an entity, and not for members of the general public.

37. Agreement Consistency with RCW 82.02.020. The mitigation requirements established

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by this Agreement are consistent with the requirements of RCW 82.02.020 and mitigate the direct impacts that have been identified as a consequence of the Project.

38. Recording. This Agreement shall be recorded with the King County Recorder's Office at Developer's expense.

39. Binding Effect; Assignability. This 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. Developer shall have the right to sell, transfer, mortgage, hypothecate, convey or take any other similar action regarding the title to or financing for all or any portion of the Property, provided however that any such transfer, sale, etc. shall be subject to the terms and conditions, rights and obligations of this Development Agreement and all attachments thereto. At least 30 days prior to the effective date of any such transfer, the Developer or any other transferor shall (1) formally notify the transferee of this Development Agreement, and (2) formally notify the City of the intended transfer.

40. Interpretation. This Agreement has been reviewed and revised by legal counsel for both Parties, and no presumption or rule construing ambiguity against the drafter of the document shall apply to the interpretation or enforcement of this Agreement. Nothing herein shall be construed as a waiver of the City's constitutional and statutory powers. Nothing herein shall be construed or implied that the City is contracting away its constitutional and statutory powers, except as otherwise authorized by law.

41. Authority. Each signatory to this Agreement represents and warrants that he or she has full power and authority to execute and deliver this 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 Agreement on behalf of the person or entity for whom he or she signed. Upon proper execution and delivery, this Agreement will have been duly entered into by the Parties, will constitute as against each Party a valid, legal and binding obligation that will be enforceable against each Party in accordance with the terms herein.

42. Delays. If either Party is delayed in the performance of its obligations in this Agreement due to Force Majeure, then performance of such obligation shall be excused for the period of delay. Force Majeure means extraordinary natural events or conditions such as war, riot, labor disputes, or other causes beyond the reasonable control of the obligated party. The City's or Developer's inability to fund, or decision not to fund, any of its obligations shall not be an acceptable reason for delay.

43. Notices. All notices, requests, demands, and other communications called for or contemplated by this Agreement shall be in writing, and shall be duly given by mailing the same by certified mail, return receipt requested; or by delivering the same by hand, to the notice in the manner aforesaid:

Developer:

MGP XII SB AURORA, LLC
c/o Merlone Geier Partners
Attn: Jamas Gwilliam
4365 Executive Drive, Suite 1400
San Diego, CA 92121
Phone: 858-259-9909
Email: jgwilliam@merlonegeier.com

And to its Attorney:

Alison Moss
Schwabe Williamson & Wyatt
1420 5th Avenue, Suite 3400
Seattle, WA 98101

City of Shoreline:

CITY OF SHORELINE
Attn: Debbie Tarry
City Mangers Office
17500 Midvale Avenue N
Shoreline, WA 98133
Email: dtarry@shorelinewa.gov

And to its Attorney:

Margaret J. King
Attn: Office of the City Attorney
17500 Midvale Avenue N
Shoreline, WA 98133

44. Dispute Resolution. The Parties shall follow the procedures in this section to address disputes. For the purpose of this Section, any written request or notice shall be sent to the Parties as set forth in Section 43, Notices. Performance of each Party's obligations and responsibilities of this Development Agreement, not subject to the dispute, shall continue during any dispute resolution or mediation proceedings. If the Parties are unable to resolve the dispute after utilizing the methods set forth in this Section, then either Party may seek to enforce the provisions of this Development Agreement through any method afforded by law.

A. Informal Resolution. It is the Parties' intent to work cooperatively and in good faith to resolve any disputes in an efficient and cost-effective manner. In the event of any dispute as to the interpretation or application of the terms or conditions of this Agreement, Developer and the City, through their designated representatives, shall meet within ten (10) working days after the receipt of a written request from the other Party for the purpose of attempting, in good faith, the prompt resolution of the dispute. Such a meeting may be continued by mutual agreement of the Parties to a date certain to include other persons or parties, or to obtain addition information.

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B. Mediation. In the event that such a meeting does not resolve the dispute, or the meeting is not held within ten (10) working days, prior to commencing any litigation, except for a request for a temporary restraining order or preliminary injunction, the Parties shall first attempt to mediate the dispute. The Parties shall mutually agree upon a mediator to assist them in resolving their differences. If the Parties cannot agree on a mediator, a mediator shall be designated by the American Arbitration Association. Any mediator so designated must be acceptable to the Parties. The mediation will be conducted in King County, Washington. Any Party may terminate the mediation at any time. All communications during the mediation shall be confidential and shall be treated as settlement negotiations for the purpose of applicable rules of evidence, including Evidence Rule 408. However, evidence that is independently admissible shall not be rendered inadmissible by nature of its use during the mediation process. The mediator may not testify for either Party in any subsequent legal proceeding related to the dispute. No recording or transcript shall be made of the mediation proceedings. The cost of any mediation proceedings shall be shared equally by the Parties. Any cost for a Party's legal representation during mediation shall be borne by the hiring Party.

C. Arbitration. The Parties may voluntarily agree to Arbitration. If the Parties have agreed to arbitration, within fifteen (15) days of the receipt of a written request from the other Party of Default, the Parties shall confer and seek to agree upon a single arbitrator. If the Parties cannot agree on a single arbitrator, then the arbitration will be referred to Judicial Arbitrators and Mediators Seattle ("JAMS"). Each Party shall select a representative from JAMS, the representatives shall then meet, confer and select one of their colleagues to serve as the arbitrator, but if JAMS is not in existence or not able to hear the matter, then either Party may apply to the Washington Superior Court for appointment of a single arbitrator pursuant to RCW 7.04.050. The arbitrator shall establish the procedures and allow presentation of written and oral information but shall render its final decision within thirty (30) days after the matter is referred to arbitration, unless the Parties agree to additional time in writing. The Parties shall pay equally the cost of the arbitration.

45. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. Venue for any judicial action arising out of or relating to this Agreement shall lie in King County Superior Court.

46. Specific Performance. The Parties specifically agree that damages are not an adequate remedy for breach of this Agreement and that the Parties are entitled to compel specific performance of all material terms of this Agreement by any Party in default hereof. All terms and provisions of this Agreement are material.

47. Attorneys' Fees. In any arbitration or judicial action to enforce or determine a party's rights under this Agreement, the prevailing party (or the substantially prevailing party, if

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no one party prevails entirely) shall be entitled to reasonable attorneys' fees, expert witness fees, and costs, including fees and costs incurred in the appeal of any ruling of a lower court.

48. No Third-Party Beneficiary. This Agreement is made and entered into for the sole protection and benefit of the parties hereto and their successors and assigns. No other person shall have any right of action based upon any provision of this Agreement.

49. No Partnership. Nothing in this Agreement is intended to create any type of partnership or joint venture relationship between the Parties as to the Property or its development.

50. Waiver. No waiver of any breach or default hereunder shall be considered valid unless in writing and signed by the party giving such waiver and no such waiver shall be deemed a waiver of any prior or subsequent breach or default.

51. Severability. This 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 viable and in effect.

52. Cooperation in Execution of Documents. The Parties agree to properly and promptly execute and deliver any and all additional documents that may be necessary to render this Agreement practically effective. This Section shall not require the execution of any document that expands, alters, or in any way changes the terms of this Agreement.

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53. Exhibits. This Agreement includes the following exhibits which are incorporated by reference herein:

A. Exhibit A - Legal Description of Property.

B. Exhibit B – Property.

C. Exhibit C – Public Benefit Matrix.

D. Exhibit D – Conceptual Guide Plan.

E. Exhibit E – Open Space System.

F. Exhibit F -Supplemental Site Design Guidelines.

G. Exhibit G –Westminster Way Improvements.

H. Exhibit H – Street Sections and Design Plans.

I. Exhibit I - Open Space System Operations & Maintenance Plan.

J. Exhibit J - Illustrations of Modifications to Land Use Regulations.

K. Exhibit K - Net New PM Peak Hour Trip Accounting Tool.

L. Exhibit L – Vested Provisions of Title 20 SMC.

M. Exhibit M – Shoreline Place Open Space Potential Credit Calculations.

N. Exhibit N – Phase 1 Circulation Plan.

O. Exhibit O – Block Plan and Required Improvements per Phase.

54. Counterparts. This Agreement may be signed in any number of identical counterparts, each of which shall be considered an original even if it is transmitted by electronic means and taken together those identical counterparts will be considered to constitute one and the same instrument. The Effective Date of this Agreement shall be the date when the last representative of the City and/or Developer executes and transmits a copy of the signed Agreement.

55. Full Understanding. The Parties each acknowledge, represent and agree that they have read this 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 Agreement after sufficient review and understanding of its contents.

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56. Final and Complete Agreement. This Agreement is integrated and constitutes the final and complete expression of the Parties on all subjects relating to the development of the Project. This Agreement may not be modified, interpreted, amended, waived or revoked orally, but only by a writing signed by all Parties. This Agreement supersedes and replaces all prior agreements, discussions and representations on all subjects discussed herein, without limitation. No Party is entering into this Agreement in reliance on any oral or written promises, inducements, representations, understandings, interpretations or agreements other than those contained in this Agreement and the Exhibits hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first set forth above.

Developer:
MGP XII SB AURORA, LLC,
a Delaware limited liability company

By: Merlone Geier XII, LLC,
a California limited liability company

By: _____
Its: _____

City:
City of Shoreline,
a Washington municipal corporation

_____
By: Debbie Tarry
Its: City Manager

ATTEST:

_____
Jessica Simulcik Smith, City Clerk

APPROVED AS TO FORM:

_____
Margaret J. King, City Attorney

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STATE OF WASHINGTON

COUNTY OF KING

ss.

On this day personally appeared before me _____, to me known to be _____ of MGP XII SB Aurora, LLC that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that _____ is authorized to execute said instrument and that the seal affixed, if any, is the corporate seal of said corporation.

GIVEN under my hand and official seal this _____ day of _____, 2019.

_____
(Signature of Notary)

_____
(Legibly Print or Stamp Name of Notary)
Notary public in and for the State of Washington,
residing at _____
My appointment expires _____

STATE OF WASHINGTON

COUNTY OF KING

ss.

On this day personally appeared before me _____, to me known to be the City Manager of the CITY OF SHORELINE, a Washington municipal corporation, that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that _____ is authorized to execute said instrument and that the seal affixed, if any, is the corporate seal of said corporation.

GIVEN under my hand and official seal this _____ day of _____, 2019.

_____
(Signature of Notary)

_____
(Legibly Print or Stamp Name of Notary)
Notary public in and for the State of Washington,
residing at _____
My appointment expires _____

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Legal Description

LOT 2 OF KC SHORT PLAT #685084 REC #8603181210 LESS POR DAF - BEG AT NELY COR OF SD LOT 2 TH W ALG NLY LN OF SD LOT 2 89.49 FT TH S 37-27-53 W 82 FT TH S 52-32-07 E 5 FT TH S 09-08-56 E 89.44 FT TH N 37-27-53 E 197.69 FT TO POB & LESS POR DAF-BEG AT MOST SLY COR OF LOT 1 OF SD SP TH N 84-33-29 W 65.25 FT TO TPOB TH N 52-32-07 W 130 FT TH N 37-27-53 E 25 FT TH N 52-32-07 W 47 FT TH S 37-27-53 W 43 FT TH S 52-32-07 E 177 FT TH N 18 FT TO TPOB SD SP DAF - POR OF S 1/2 OF NW 1/4 & NE 1/4 OF SW 1/4 DESC AS FLS - BAAP ON SLY MGN OF N 160TH ST 453.20 FT E OF C/L OF DAYTON AVE N TH E ALG SD SLY MGN 1425.73 FT TO WLY MGN OF WESTMINSTER WY N TH ALG SD WLY MGN S 01-09-30 E 47.45 FT TH S ALG CRV TO RGT RAD OF 1081.27 FT ARC DIST 729.39 FT TH S 52-30-30E 10 FT TH S 37-29-30 W 773.52 FT TO NELY MGN OF PLAT OF AURORA SQUARE TH ALG SD PLAT N 52-33-49 W 179.32 FT TH N 37-26-11 E 188.31 FT TH N 52-31-47 W 35.05 FT TH N 37-28-13 E 34.00 FT TH N 52-31-47 W 30.00 FT TH N 37-28-13 E 99.50 FT TH N 52-31-47 W 205.00 FT TH N 37-28-13 E 135.50 FT TH N 52-31-47 W 320.00 FT TH S 37-28-13 W 75.00 FT TH N 52-31-47 W 148.00 FT TO MOST NLY COR OF SD PLAT TH N 52-32-02 W 168.87 FT TO BEG OF CRV TO RGT RAD 320.00 FT ARC DIST 291.64 FT TH N 28-00-00 E 31.76 FT TH N 00-18-57 W 95 FT M/L TO BEG - AKA LOT B OF KC LOT LN ADJ #8701010 APPROVED 1-22-87

(Parcel No. 182604-9014)

Existing Site Plan

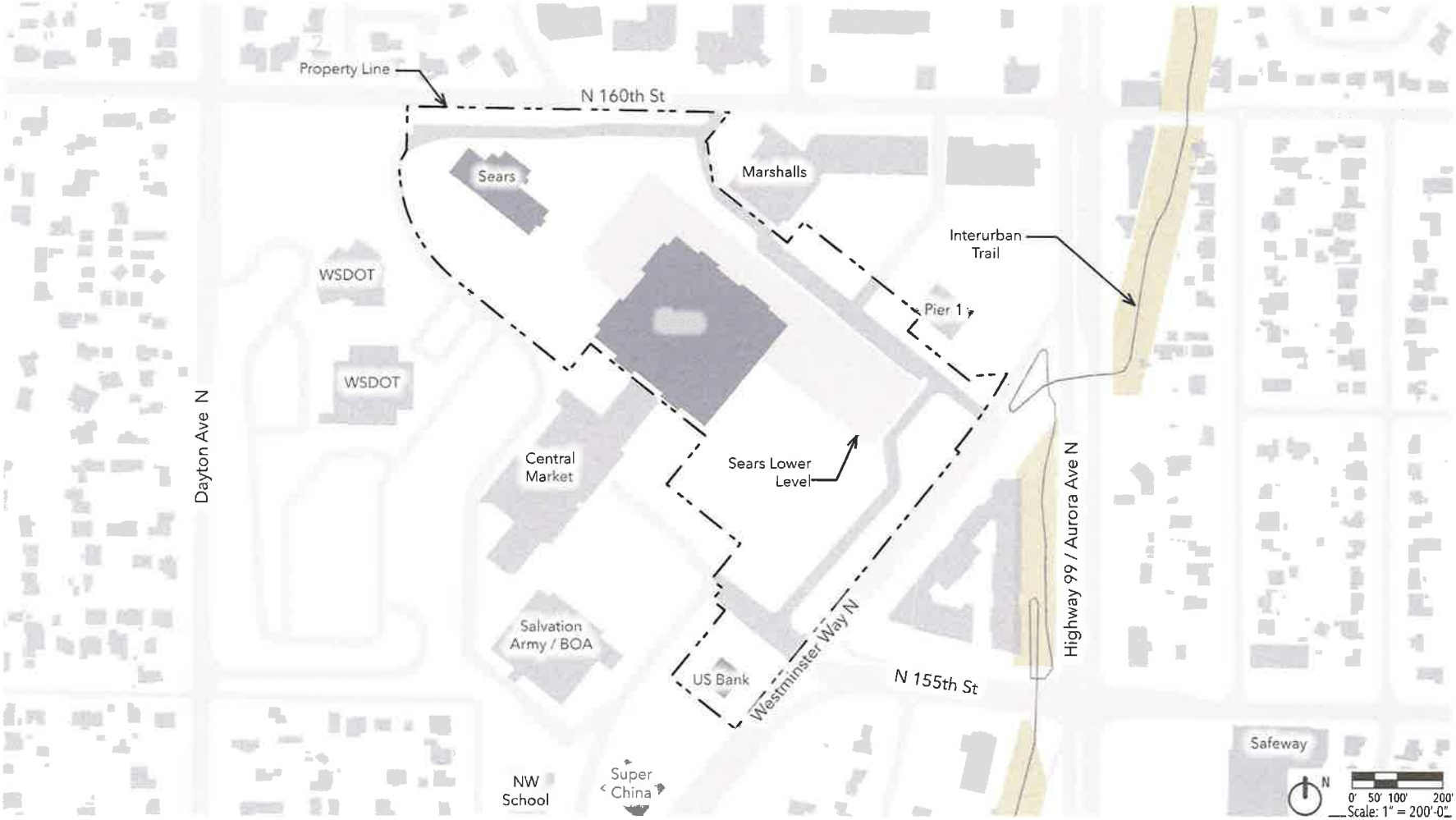

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Exhibit C
Public Benefit Matrix

- Fulfills the Community Renewal Area Vision of 21st century renewal of creating a "one-stop" convenient shopping and living solution.
- Provides a series of publicly – accessible open spaces spread throughout the Project varying from green lawns for summer day picnics, outdoor movies and concerts in the park areas, to intimate plazas and paseos adjacent to lively restaurants and retail shops, well-appointed with comfortable seating areas and creative landscape and hardscape elements.
- Provides a permanent home to the Shoreline Farmers Market.
- Unlocks buildable land.
- Provides the opportunity for entertainment and dining options.
- Provides the opportunity for goods and services options.
- Fulfills the City's goal of rebranding Aurora Square, reflecting the renewed energy and direction of the Center.
- Activates the Center at all times of the day, every day of the week.
- Revitalizes a blighted 1960s – era building.
- Provides a paradigm for future redevelopment of the remainder of the CRA.
- Provides tax revenue.
- Provides housing choices.
- Provides a mixture of residential and commercial uses, reducing the need for daily – needs vehicle trips and creating opportunities for living and working in close proximity, reducing vehicle miles traveled.
- Provides multi-modal connectivity externally to Westminster Way N., 160th Street, Shoreline Community College, the Interurban Trail, and transit and internally within and between the upper and lower levels of the Center.
- Creates a walkable community.
- Encourages healthy forms of transportation.
- Upgrades internal and external infrastructure (water, sanitary sewer, and stormwater).
- Redevelopment of the site and implementation of water quality and stormwater management measures results in improved stormwater quality for the City and Region.

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- Leverages the City's investments in the redesign of Westminster Way N. and completes the Westminster Way N. and Westminster Way N./N. 155th Street intersection improvements.
- Re-channelizes N. 160th Street to provide 3 travel lanes and bike lanes on both sides of the street.
- Provides a mid – block pedestrian crossing on N. 160th Street.
- Creates 2.75-3.47 acres of publicly accessible park like open space
- Includes $100,000 for maintenance of trails at Boeing Creek and Shoreview Park

Development Agreement | Conceptual Design Submittal
12.21.2018

15711 Aurora Ave N
Shoreline, WA 98133

Printed: 12.19.2018

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Address:
15711 Aurora Ave N
Shoreline, WA 98133

Parcel Number:
182604-9014

Lot Area:
754,164 sf (17.32 acres)

Zoning:
MB - 70

Overlay Zones:
Aurora Square Community Renewal Area

Residential Units:
Proposed 1,358 new residential units

Commercial/Retail:
3,450 sf existing retail - to remain
72,160 sf new retail - proposed
75,610 sf overall retail on site - proposed

Parking Stalls:
370 surface stalls - proposed
1,598 stalls within residential buildings - proposed

MerloneGeier Partners

Owner:
Merlone Geier Partners
457 SW 148th Street, Suite 207
Burien, WA 98166
Contact: Jarrias Gwilliam
(858) 259-9909

GGLO DESIGN

Urban Planning + Architecture
GGLO
1301 1st Ave, Suite 301
Seattle, WA 98101
Contact: Jeff Foster, AIA, Principal
(206) 902-5490

PACLAND

Civil Engineer
PacLand
1505 Westlake Ave N
Seattle, WA 98109
Contact: Jeff Chambers, Principa
(206) 522-9510

HEWITT

Landscape Architecture
HEWITT
101 Stewart St Suite 200
Seattle, WA 98101
Contact: Alan McWain, Associate
(206) 624-8154

TENW

Traffic Engineer
TENW
PO Box 65254
Seattle, WA 98155
Contact: Michael Read, Principal
(206) 361-7333

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Addendum .....
- **A** Draft Development Agreement
  - -Submitted by others-
- **B** Development Agreement Memorandum of Understanding
  - -Submitted by others-
- **C** SEPA Checklist
  - C.1 Traffic Impact Analysis dated 12/19/18
  - C.2 Aspect Phase I ESA
  - C.3 Aspect Phase II ESA
  - C.4 Arcadis Phase II ESA
  - C.5 Hazardous Materials Survey
  - C.6 Wetland, stream, & wildlife reconnaissance
  - C.7 Geotech Report
  - C.8 Aurora Square Community Renewal Plan
  - C.9 Shoreline Ordinance 705
- **D** Master Signage Package
- **E** Regional Stormwater Detention - Response Letter
- **F** Site Survey with Legal Description

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OVERVIEW

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Project Overview and Response to CRA Vision

Vision

Shoreline Place heart of Aurora Square – a reinvention of the former Sears site into a vibrant mixed mixed-use neighborhood village with a distinct identity of an urban town square. The neighborhood is centered around community gathering space, incorporating multi-family housing, retail, and restaurants where only acres of parking existed before. The 17.32-acre site is knit together with new pedestrian-oriented infrastructure that reconnects Westminster Way N to N 160th Street in the Shoreline Aurora Square Community Renewal Area. In 1960, Sears was the sole destination on the site. In its place is a future neighborhood that is the catalyst for future investment in Shoreline. A series of inter-connected open spaces create a sense of place and act as public living rooms for informal gatherings.

Westminster

New landscape, mixed-use, and retail buildings are located along the Westminster right-of-way. These improvements complete a newly planned pedestrian-friendly street, as a companion to the Alexan building currently being developed to the east. Frontage improvements include residential entries, sidewalks, appropriate neighborhood-scale landscape, and proposed revisions to traffic lanes & parallel parking approaching the intersection at N 155th Street. Restaurants and retail buildings are at the corner of N 155th Street and Westminster Way, and a mid-block pedestrian crosswalk is strategically located to connect pedestrians walking to and from the site.

Infrastructure and Connectivity

The site is transformed into a walkable neighborhood with a new network of vehicle and pedestrian pathways that break down the Westminster Triangle superblock, and integrate this site with the broader Aurora Square Community Renewal Area (CRA) context. New internal connections include pathways that provide a framework to inform future redevelopment on the adjacent properties within the CRA and that connect to the surrounding neighborhood. The overall internal infrastructure incorporates Westminster into the neighborhood. This includes easy pedestrian and bicycle access to the nearby Interurban Trail, Rapid-Ride transit stop, and N 160th bicycle corridor.

On-site storm-water infrastructure replaces the existing network of catch basins and pipes with a 21st-century code-compliant management strategy. The new storm-water system will incorporate low impact development strategies that integrate with the landscape design to improve storm water quality.

Vibrant Center

The heart of Aurora Square includes a mix of active and passive spaces along the corridor between Westminster Ave and N 160th. The proposed open spaces include a hill climb and linear park from 160th Avenue, a dog park, and two central gathering spaces. Amenities currently being considered as part of these spaces include play areas, informal viewing/casual performance spaces, outdoor seating, benches, and artwork.

The gathering spaces are centrally located along a new, shared pedestrian corridor with southern exposure, and those are surrounded by active retail and restaurants with outdoor dining spaces. Today, the Shoreline Farmers Market is in the parking lot east of Sears. In the future, it will activate the adjacent gathering spaces and reinforce Shoreline Place as the neighborhood's center.

Housing

This is an ideal location for dense urban living, in light of its proximity to transit, retail, healthy food, entertainment, employment, and education. Accordingly, 1358 multifamily homes are included throughout seven mixed-use buildings on the site, adding a full-time population to a place that is currently 100% retail. A variety of dwelling sizes will serve single residents, families, and potentially students attending nearby Shoreline Community College. The neighborhood is a genuine place to live, work, shop, play, and learn.

Generally, surface parking serves visitors to the site who are enjoying open spaces, existing and new retail businesses, and restaurants. Residents (and their visitors) are provided with parking in garages at the base of these mixed-use mid rise buildings.

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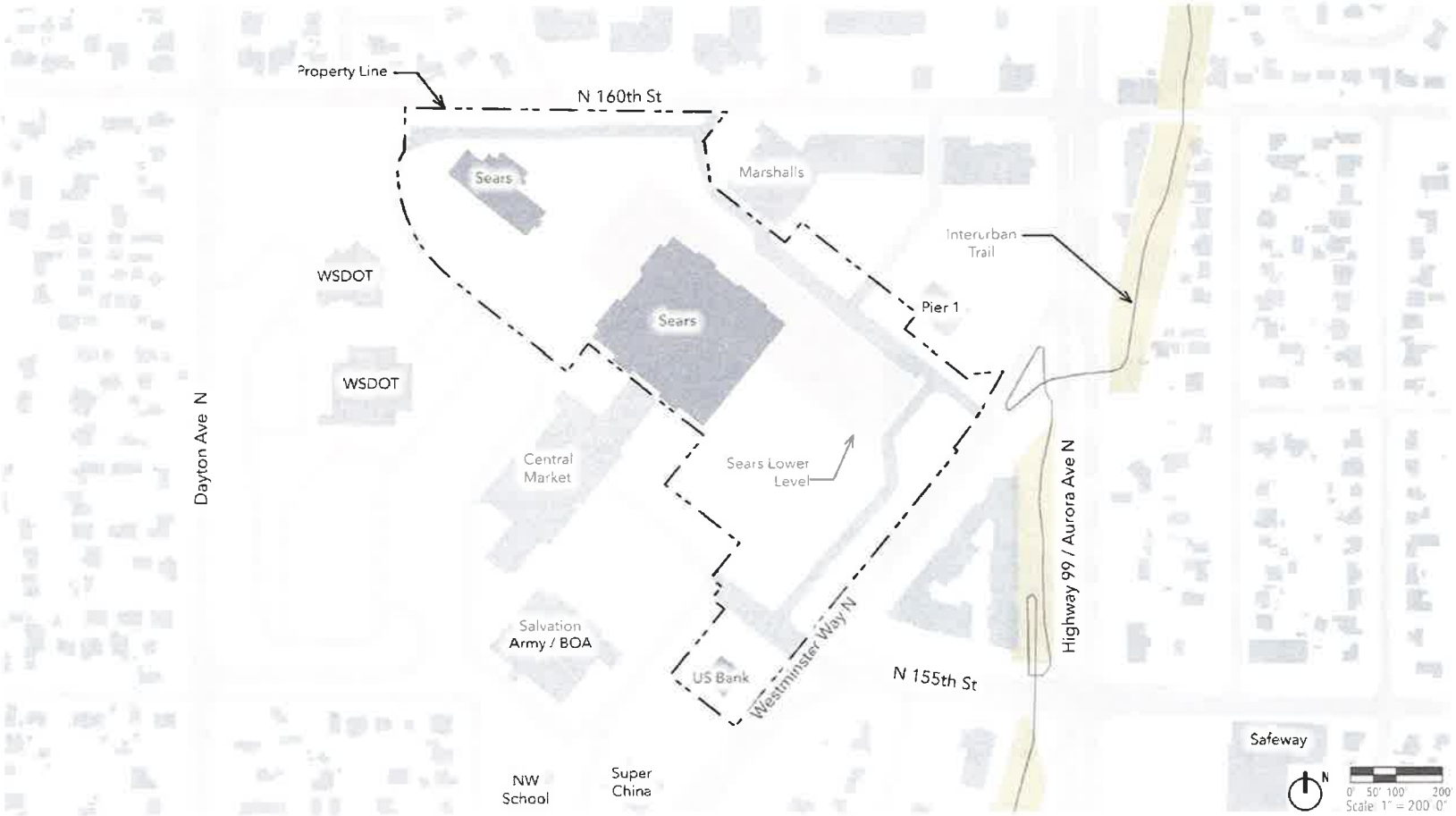
Existing Site Plan



Proposed Site Plan

Note: all new streets to remain as private access drives.

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Proposed Block Plan

Development Program | Overall

Block	Building	Retail		Residential		Unit Count	Pkg Provided Structure		Pkg Provided Surface		Gross Area - Overall	Gross Leaseable Area - Overall
		Gross Area	Gross Lease Area	Gross Area	Net Area		Floor Area	Stalls	Surface Lot	On-Street	(includes parking sf)	(net residential + retail area)
BLOCK A	Building A1	-	-	170,835	143,501	194	131,120	423	-	17	301,955	143,501
	Building A2	-	-	136,250	114,450	155	-	-	-	-	136,250	114,450
	Total	**-**	**-**	**307,085**	**257,951**	**349**	**131,120**	**423**	**-**	**17**	**438,205**	**257,951**
BLOCK B	Building B1	-	-	276,520	212,262	298	104,840	360	-	8	381,360	212,262
	Total	**-**	**-**	**276,520**	**212,262**	**298**	**104,840**	**360**	**-**	**8**	**381,360**	**212,262**
BLOCK C	Building C1	9,900	9,900	161,650	124,100	178	123,140	392	44	16	294,690	134,000
	Building C2	12,245	12,245	159,350	135,448	186	-	-	-	19	171,595	147,693
	Building C3	6,575	6,575	0	0	0	-	-	30	9	6,575	6,575
	Total	**28,720**	**28,720**	**321,000**	**259,548**	**364**	**123,140**	**392**	**74**	**44**	**472,860**	**288,268**
BLOCK D	Building D1	9,725	9,725	145,070	123,310	164	119,650	423	29	11	274,445	133,035
	Building D2	15,885	15,885	160,295	136,251	183	0	0	0	4	176,180	152,136
	Building D3	1,500	1,500	0	0	0	0	0	0	0	1,500	1,500
	Total	**27,110**	**27,110**	**305,365**	**259,560**	**347**	**119,650**	**423**	**29**	**15**	**452,125**	**286,670**
BLOCK E	Building E1	7,195	7,195	0	0	0	0	0	154	-	7,195	7,195
	Building E2	9,135	9,135	0	0	0	0	0	-	-	9,135	9,135
	Total	**16,330**	**16,330**	**0**	**0**	**0**	**0**	**0**	**154**	**-**	**16,330**	**16,330**
BLOCK F (EXISTING)	Building F1	3,450	3,450	0	0	0	0	0	29	-	3,450	3,450
	Total	**3,450**	**3,450**	**0**	**0**	**0**	**0**	**0**	**29**	**-**	**3,450**	**3,450**
	GRAND TOTALS	75,160	75,160	1,209,970	989,321	1,358	478,750	1,598	286	84	1,764,330	1,064,931

New Retail Parking Summary

	Gross sf	Parking Stalls Provided	Ratio
Lower Level Retail	19,625	99	5.0 / 1000
Upper Level Retail	52,535	225	4.3 / 1000

Note:
- Gross area overall- square feet includes underground parking areas
- Parking for A1& A2 is shared in A1, C1 & C2 is shared in C1, and D1 & D2 is shared in D1
- Surface parking for E1 and E2 is shared

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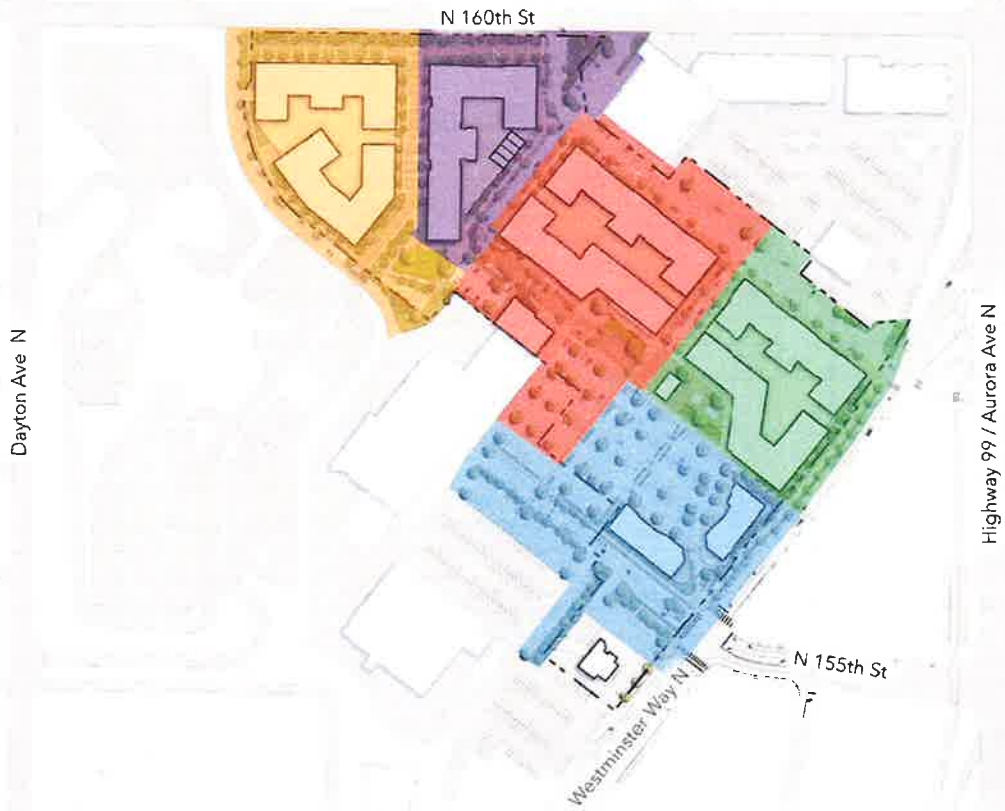
Proposed Work Areas

- Area 1
- Area 2
- Area 3
- Area 4
- Area 5



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Existing Context and Site Conditions

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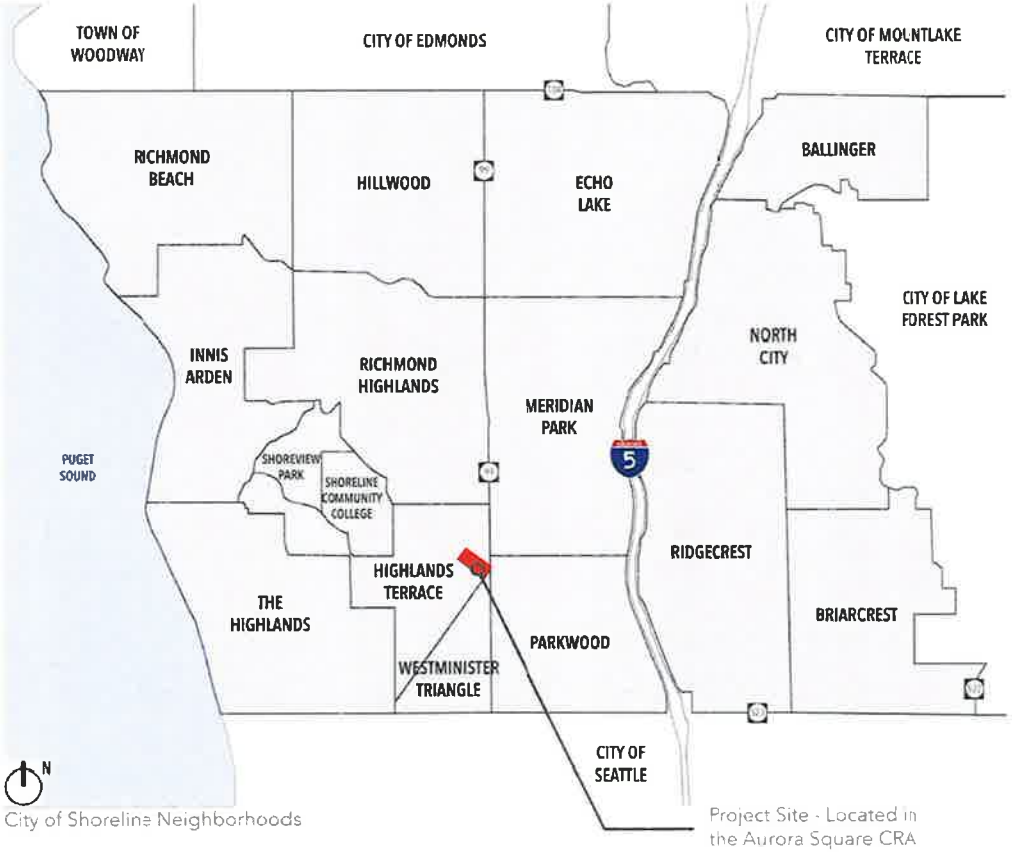
Vicinity Map



City of Shoreline Neighborhoods

Project Site - Located in the Aurora Square CRA

Aurora Square Community Renewal Area

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Aurora Square Community Renewal Area Plan

CRA Boundaries

City of Shoreline CRA Goals:

- Increasing Land Efficiency
- Transform Westminster
- Create an Eco-District
- Integrate into the Context
- Establish a Vibrant Center
- Reinvent the Sears Building
- Construct Internal Connections
- Incorporate the College
- Build New Homes
- Trade Surface Parking for Jobs
- Add Entertainment to the Mix

City of Shoreline Vision:

"Imagine an open, green plaza in the center of Shoreline, filled with sunbathing and studying students, young families watching their children run and play, an elderly couple enjoying a Central Market picnic, dogs wagging their tails, actors practicing their lines, and the sound of college-age buskers singing with an occasional clink as coins fall into a hat.

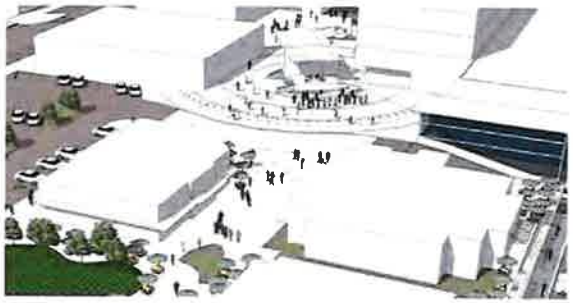
This is the backdrop to the busy comings and goings of shoppers and lunching workers who relish the time of their day that allows them to visit the renewed Aurora Square shopping center. It is a "one-stop" convenient shopping solution that provides dining, nightlife, and healthy-lifestyle options. It is a community gathering place, where a leg stretching walking easily turns into a serendipitous rendezvous with friends.

It is an environmentally sensitive district within walking distance of Metro's Rapid Ride bus service and the Interurban Trail, the intersection of life, study, entertainment, sustainability and retail."

2012 CRA Concept Plan

1967 Sears Grand Opening

2012 CRA Plan - Concept Massing



2012 CRA Plan - Concept Massing

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Sustainability Strategies

Incorporating sustainable development strategies can result in multiple benefits to a project, by reducing capital costs of facility equipment and enclosures, as well as minimizing long term operation and maintenance expenditures over the lifespan of a project. A sustainable design approach will reflect the environmentally aware and energy efficient concepts embodied in the design.

Sustainable concepts that help achieve this goal may include:

- Connection with the existing mass transit infrastructure to reduce automobile traffic
- Using locally available building materials
- Using renewable building materials, and building materials with recycled content
- Incorporating materials and products that meet or exceed Volatile Organic Compound limits
- Providing separate on-site receptacles for Garbage / Recycle / Food Waste
- Designing the buildings with high performance building envelopes
- Using natural daylighting strategies and LED light fixtures to reduce electrical loads
- Incorporate roof gardens to reduce the heat island effect
- Incorporate landscaping as part of storm water filtration
- Reducing construction waste during construction by recycling and re-using materials
- Connection with farmer's market, providing locally sourced groceries for residents and the community.

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Existing Aerial Images

View looking West

View looking East

Aerial of Sears

View looking West, Enlarged

Top View Aerial

Aerial View Looking West

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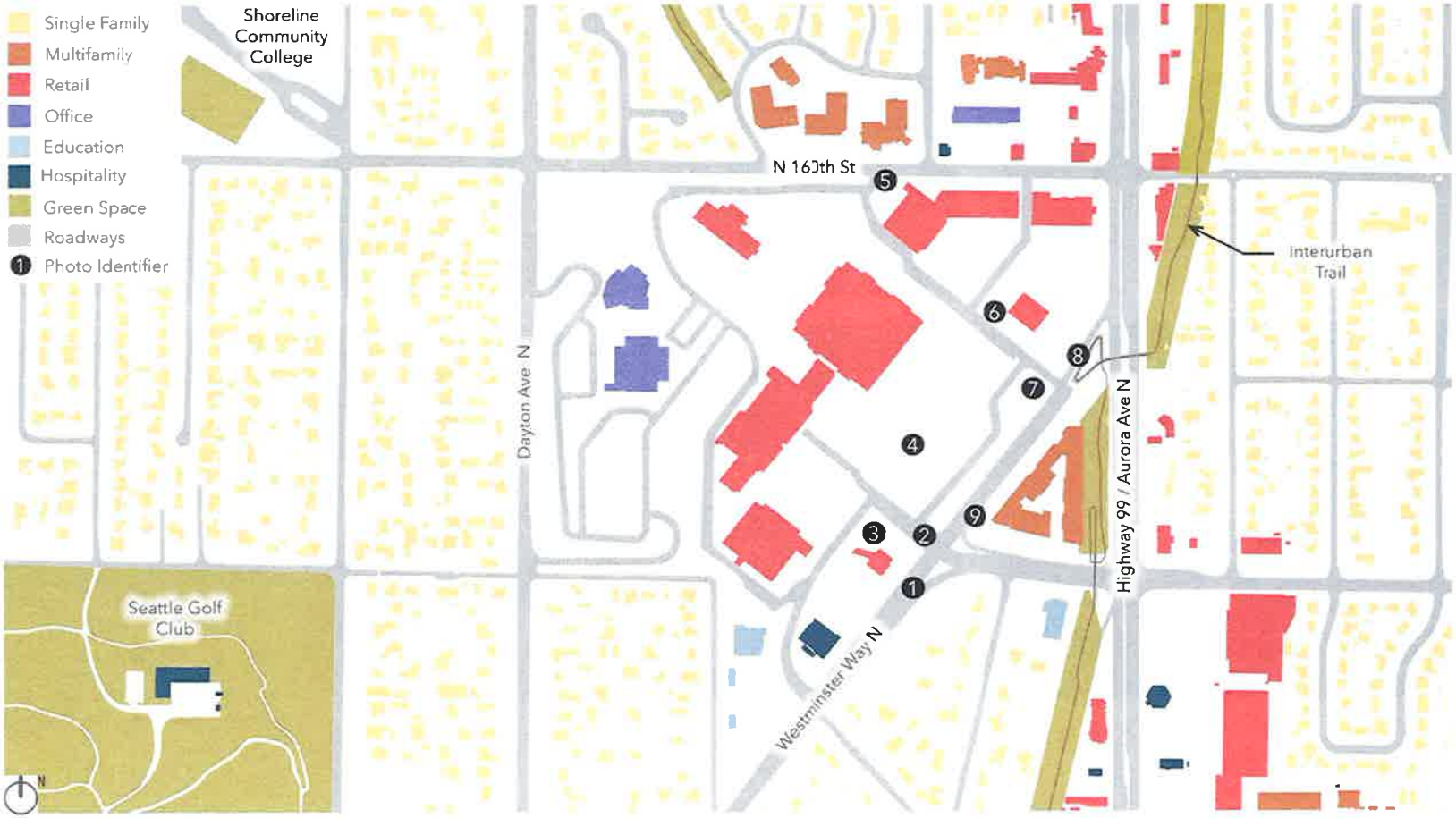
Land Use Context Map



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Site Surroundings & Context Images

1 Westminster Way N & N 155th

2 Mall entry from Westminster Way N

3 Site Parking Lot

4 Front of Old Sears and Parking

5 Sears Entry and Parking

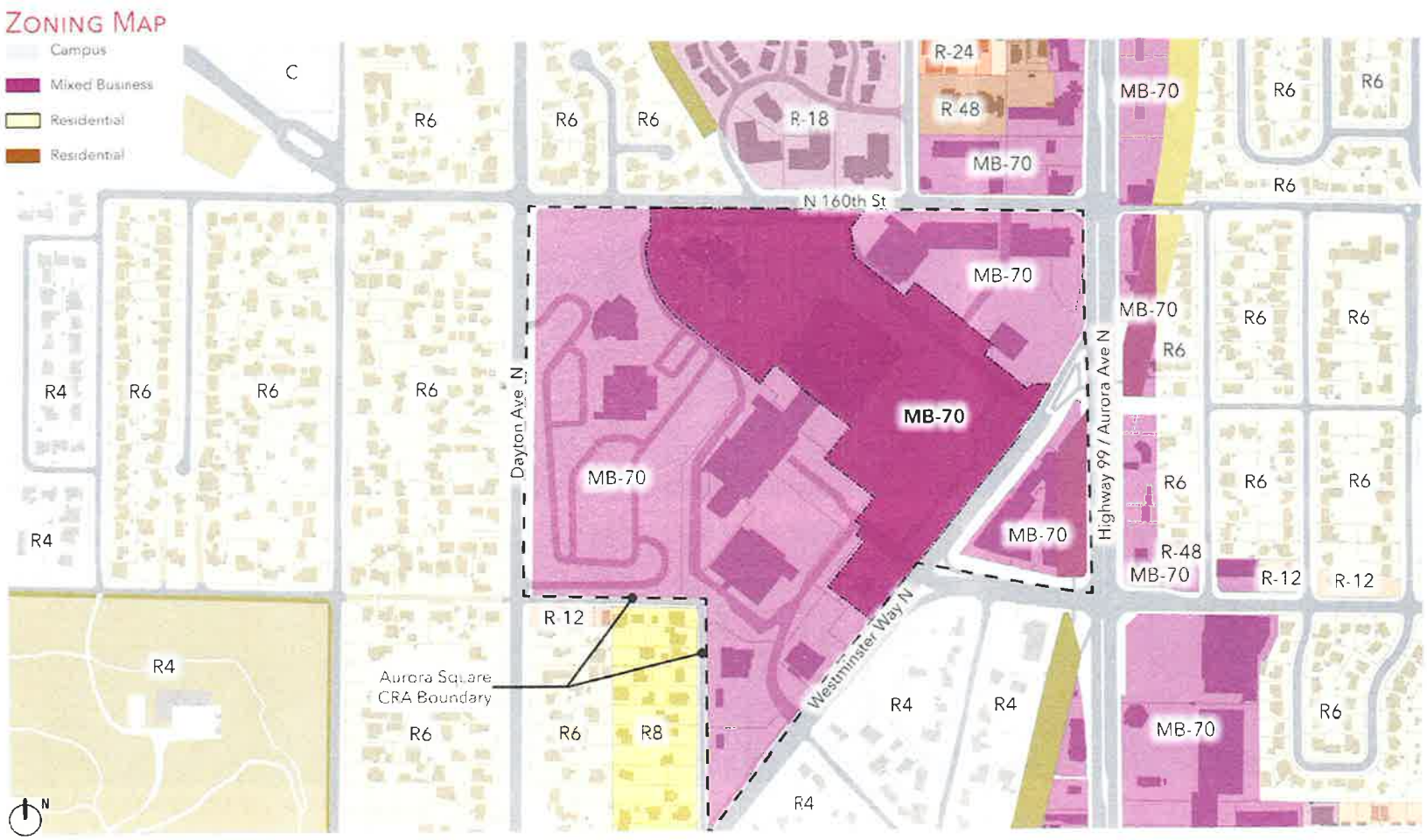
6 Lower Level Drive

7 Sears Outlet looking Northwest

8 Sears Entry at Westminster Way

9 Westminster Way N looking North

ORIGINAL


ZONING MAP
Campus
Mixed Business
Residential
Residential
C
R6
R6
R6
R-18
R-24
R-48
MB-70
MB-70
R6
R6
R6
N 160th St
MB-70
MB-70
R6
R6
R6
R4
R6
R6
R6
Dayton Ave N
MB-70
MB-70
Highway 99 / Aurora Ave N
R6
R6
R6
R4
MB-70
R-48
MB-70
R-12
R-12
R 12
R4
Aurora Square
CRA Boundary
R6
R6
R8
Westminster Way N
R4
R4
MB-70
R6
R4
N

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Zoning Summary

Parcel Number:
182604-9014

Lot Area:
725,075 sf (17.32 acres)

Zone:
MB-70'

Overlays:
Aurora Square Community Renewal Area

Street Classifications:
Aurora Ave N - Principal Arterial
Westminster Ave - Minor Arterial
Dayton Ave - Minor Arterial
N 160th - Principal Arterial

Existing Uses:
Retail Sales and Service and Surface Parking

SUBCHAPTER 1 | DIMENSIONS AND DENSITY FOR DEVELOPMENT

20.50.020 Commercial Zone Dimensional requirements

- Min. Front Yard Setback: 0'
- Min. Side and Rear Yard Setback from Commercial Zones: 0'
- Min. Side and Rear Yard Setback from R-4, R-6 and R-8 Zones: 20'
- Min. Side and Rear Yard Setback from TC-4, R-12 through R-48 Zones, MUR-35' and MUR-45' Zones: 15'
- Base Height: 70'
- Maximum Hardscape: 95%

Response: See proposed Base height departure

20.50.021 D Transition areas
Development abutting or directly across street rights-of-way from R-4, R-6, or R-8 zones shall minimally meet the following transition area requirements: maximum building height of 35 feet within the first 10 feet horizontally from the front yard setback line.
Response: Proposed design will comply

SUBCHAPTER 4 | COMMERCIAL ZONE DESIGN

20.50.240 Site design
Site design standards promote: public walking and gathering, distinctive design features, safe routes for pedestrians, and economic development that is consistent with the function and purpose of permitted uses and reflects the vision for commercial development as expressed in the Comprehensive Plan.
Response: Proposed design will comply

C Site Frontage
a.) Buildings and parking structures shall be placed at the property line or abutting public sidewalks. Buildings may be set back farther if public places, landscaping, and vehicle display areas are included or future right-of-way widening or a utility easement is required between the sidewalk and the building.
c.) Ground-level, street-fronting, building interiors shall be 12-foot high and 20-foot depth and built to commercial building code. These spaces may be used for any permitted land use.
d.) Minimum 50 percent window area of ground floor front facades
e.) Locate primary building entry or an entry to an interior plaza or courtyard from which building entries are accessible on a street frontage
f.) Provide 5 feet wide by 9 feet tall weather protection along 80 percent of the facade where over pedestrian facilities
g.) Streets with on-street parking shall have sidewalks to back of the curb and street trees or at least a two-foot-wide walkway between the back of curb and an amenity strip if space is available. Streets without on-street parking shall have landscaped amenity strips with street trees.
h.) Surface parking shall not occupy more than 65 lineal feet of the site frontage. Parking lots shall not be located at street corners. No parking or vehicle circulation is allowed between the rights-of-way and the building front facade.
Response: See proposed entry location departure

2.Right of Way Lighting
a.) Pedestrian lighting standards shall meet the standards for Aurora Avenue pedestrian lighting standards and must be positioned 15 feet above sidewalks.
b.) Street light standards shall be a maximum 25-foot height and spaced to meet City illumination requirements.
Response: Proposed design will comply

E. Internal Site Walkways
1. Developments shall include internal walkways that connect building entries, public places, and parking areas with other non-motorized facilities including adjacent street sidewalks and Interurban Trail.
a.) Provide 8 feet wide, 6 inch raised, clear and illuminated pathways between the main building entrance and a public sidewalk.
b.) Provided continuous pedestrian walkways along the front of all businesses and the entries of multiple commercial buildings.
c.) Provide 8 feet wide, 3 inch raised, walkways for every three, double loaded aisles or every 200 feet of parking area width.
d.) Provide street-rated trees every 30 feet on average in grated tree pits if the walkway is eight feet wide or in planting beds if walkway is greater than eight feet wide.
Response: See proposed departures

F. Public Place
Public places are required for the commercial portions of development at a rate of four square feet per 20 square feet of net commercial floor area up to a public place maximum of 5,000 square feet. This requirement may be divided into smaller public places with a minimum 400 square feet each.

Response: Proposed design will comply

2. Public places may be covered but not enclosed unless by subsection.

3. Buildings shall border at least one side of the public place.

4. 80 percent of the area shall provide surfaces for people to stand or sit.

5. No lineal dimension is less than six feet.

6. Public places shall include the following design elements:
a.) Physically accessible and visible from the public sidewalks, walkways, or through-connections;
b.) Pedestrian access to abutting buildings;
c.) Pedestrian-scaled lighting;
d.) Solar access at least a portion of the day;
e.) Not located adjacent to dumpsters or loading areas; and
f.) Amenities such as public art, planters, fountains, interactive public amenities, hanging baskets, irrigation, decorative light fixtures, decorative paving and walkway treatments, and other items that provide a pleasant pedestrian experience along arterial streets.

G. Multifamily Open Space
a.) Provide 800 square feet per development or 50 square feet per dwelling unit, whichever is greater;
b.) Other than private balconies or patios, open space shall be accessible to all residents and include a minimum lineal dimension of six feet. This standard applies to all open spaces including parks, playgrounds, rooftop decks and ground-floor courtyards, and may also be used to meet walkway standards as long as the function and minimum dimensions of the open space are met;
Response: Proposed design will comply

H. Outdoor Lighting
Provide publicly accessible areas on private property shall be illuminated to meet code standards.
Response: Proposed design will comply

I. Service Areas
Provide a designated location for trash, composting, recycling storage and collection, and shipping containers that meet code standards.
Response: Proposed design will comply

J. Utility and Mechanical Equipment
Locate and design equipment to minimize its visibility to the public.
Response: Proposed design will comply

20.50.250 Building Design
B. Building Articulation.
2. Street fronting Commercial buildings other than state routes shall include one of the two articulation features.
a.) For the height of the building, each facade shall be offset at least two feet in depth and four feet in width, if combined with a change in siding materials. Otherwise, the facade offset shall be at least 10 feet

ORIGINAL

Zoning Summary

deep and 15 feet wide.
b.) Vertical piers at the ends of each facade that project at least two inches from the facade and extend from the ground to the roofline.

3. Street fronting Multifamily buildings shall provide the following articulation features at least every 35 feet of facade facing a street, park, public place, or open space:
a.) Vertical building modulation 18 inches deep and four feet wide if combined with a change in color or building material. Otherwise the minimum depth of modulation is 10 feet and the minimum width for each modulation is 15 feet. Balconies may be used to meet modulation; and
b.) Distinctive ground or first floor facade, consistent articulation of middle floors, and a distinctive roof line or articulate on 35-foot intervals.

4. Modulate roof lines at least every 120 feet by emphasizing dormers, chimneys, stepped roofs, gables, or prominent cornices or walls. Rooftop apurtenances may be considered a modulation. Modulation shall consist of a roof line elevation change of at least four feet every 50 feet of roof line.

5. Every 150 feet in building length along the streetfront shall have a minimum 30-foot-wide section that is offset by at least 20 feet through all floors.

6. Buildings shall recess or project individual windows above the ground floor at least two inches from the facade or use window trim at least four inches in width.

7. Weather protection of at least three feet deep by four feet wide is required over each secondary entry.

8. Selected materials shall meet code standards in 20.50.250 B.8.
Response: See proposed departures

SUBCHAPTER 6 | PARKING, ACCESS AND CIRCULATION

20.50.390 Minimum off-street parking requirements – Standards
A. Off-street parking areas shall contain at a minimum the number of spaces stipulated in Tables 20.50.390A through 20.50.390D.
B. Parking ratios expressed as number of spaces per square feet shall be based on the net square footage of public floor area.

C. For nonresidential uses, the maximum amount of allowed parking shall not exceed 50 percent over the minimum required. Parking that exceeds 10 percent over the minimum required stalls must be approved by the Director.

D. Surface parking that is over the minimum required number of stalls shall be paved with permeable pavement.
Response: Proposed design will comply.

20.50.410 Parking design standards.

B. All vehicle parking and storage for multifamily and commercial uses must be on a paved surface, pervious concrete or pavers. All vehicle parking shall be located on the same parcel or same development area that parking is required to serve. Parking for residential units shall be assigned a specific stall until a parking management plan is submitted and approved by the Director.

F. The minimum parking space and aisle dimensions for the most common parking angles are shown in Table 20.50.410F.

H. Parking spaces abutting a landscaped area on the driver or passenger side of the vehicle shall provide an additional 18 inches above the minimum space width requirement to provide a place to step other than in the landscaped area. In a parking garage, any space abutting a wall shall provide an additional 18 inches. The additional width shall be separated from the adjacent parking space by a parking space division stripe. This requirement does not apply to single-family and duplex developments.

I. Retail, wholesale, manufacturing or storage activities, excluding self-service storage facilities, shall provide loading spaces in accordance with the standards listed below in Table 20.50.410L.
Response: See proposed departures

20.50.440 Bicycle facilities – Standards
A. Short-term bicycle parking shall be provided as specified in Table A.
B. Long-Term Bicycle Parking. Long-term bicycle parking shall be provided as specified in Table B.
Response: Proposed design will comply

SUB-CHAPTER 7 | LANDSCAPING
20.50.470 Street frontage landscaping for parking lots.
A. Provide a five-foot-wide, Type II landscaping that incorporates a continuous masonry wall between three and four feet in height; or

B. Provide at least 10-foot-wide, Type II landscaping.

C. All parking lots shall be separated from ground-level, residential development by the required setback and planted with Type I landscaping.
Response: Proposed design will comply

20.50.480 Street trees and landscaping within the right-of-way
A. Provide street for all commercial, office, public facilities, industrial, multifamily developments.

B. Frontage landscaping may be placed within City street rights-of-way subject to review and approval by the Director.
Response: Proposed design will comply

20.50.500 Internal landscaping for parking area.
Required parking area landscaping shall include landscape areas that are located in areas within or adjacent to parking areas.

A. Multifamily developments with common parking areas shall provide planting areas in parking lots at a rate of 20 square feet per parking stall.

B. Commercial, office, industrial or institutional developments shall provide landscaping at a rate of:
1.) Twenty square feet per parking stall when 10 to 30 parking stalls are provided; or
2.) Twenty-five square feet per parking stall when 31 or more parking stalls are provided.

C. Trees shall be provided and distributed throughout the parking area at a rate of one tree for every 10 parking stalls.

D. Permanent curbs or structural barriers shall be provided to protect shrubs and trees from vehicle bumpers. Landscaping under vehicle overhang shall not be included in required landscape area calculations.

E. Parking area landscaping shall require:
1. At least 60 square feet with a lineal dimension of no less than four feet;
2. Shrubs planted from five-gallon containers or at 24 inches in height and spaced no more than four feet apart on center;
3. Ground covers planted from minimally four-inch pots and spaced no more than 18 inches apart;
4. Trees planted at least 1.5 inches caliper in size;
5. Gaps in curbs are allowed for stormwater runoff; and
6. Natural drainage landscapes (such as rain gardens, biofiltration swales and bioretention planters) when designed in compliance with the stormwater design manual.
Response: Proposed design will comply

20.50.510 Alternative landscape design.
Alternative landscape designs may be allowed, subject to City approval, if the design accomplishes equal or better levels of Type I or II landscaping.

A. The average width of the perimeter landscape area may be reduced 25 percent along interior property lines where:
1. Berms at least three feet in height (2:1 slope) or walls and fences at least six feet in height are incorporated into the landscape design; or
2. Plant material that would be required is located elsewhere on site.

B. When an existing structure precludes installation of the required site perimeter landscape area then the plant material shall be incorporated on another portion of the site.
Response: Proposed design will comply

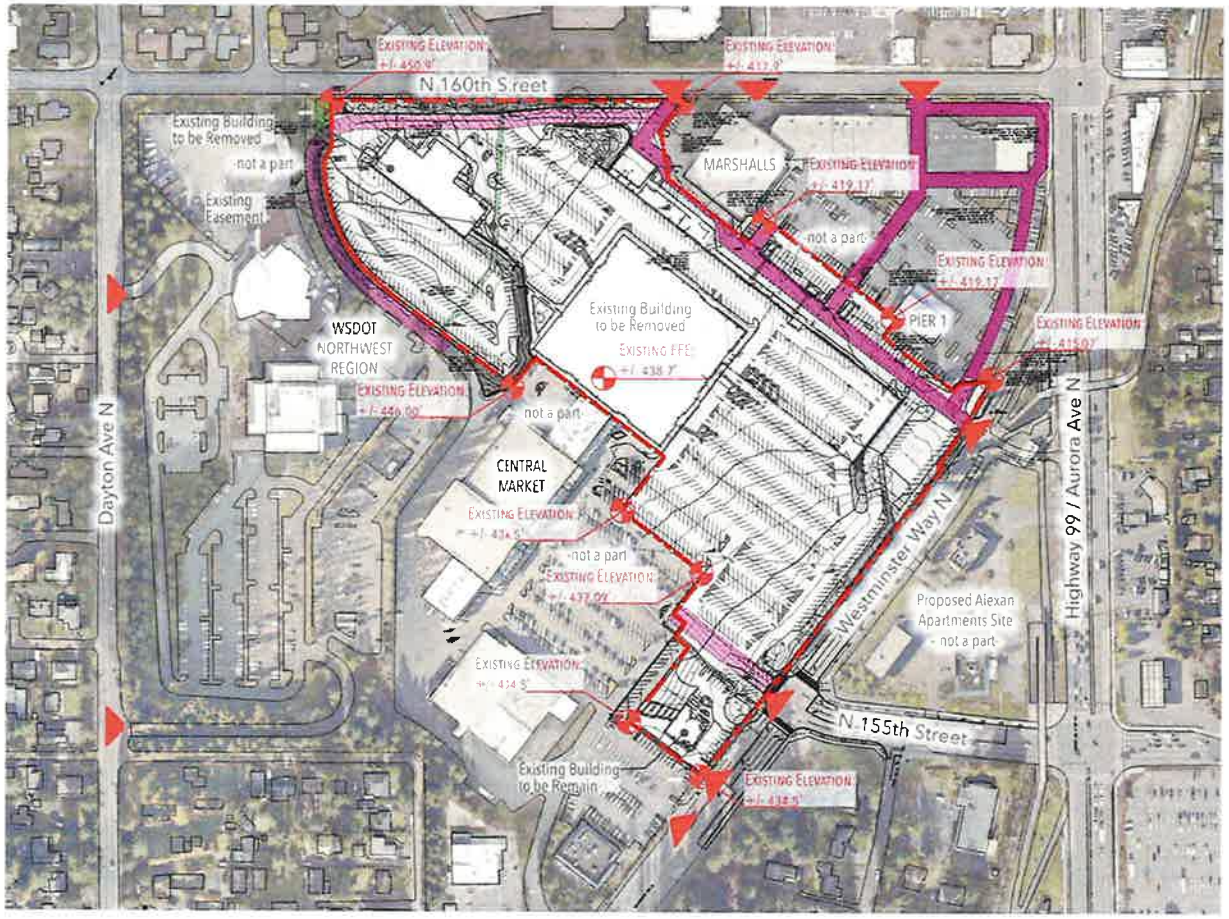
ORIGINAL

Existing Site Survey

Legal Description

LOT 2 OF KC SHORT PLAT #685084 REC #8603181210 LESS POR DAF - BEG AT NELY COR OF SD LOT 2 TH W ALG NLY LN OF SD LOT 2 89.49 FT TH S 37-27-53 W 82 FT TH S 52-32-07 E 3 FT TH S 09-08-56 E 89.44 FT TH N 37-27-53 E 197.69 FT TO POB & LESS POR DAF-BEG AT MOST SLY COR OF LOT 1 OF SD SP TH N 84-33-29 W 65.25 FT TO TPOB TH N 52-32-07 W 130 FT TH N 37-27-53 E 25 FT TH N 52-32-07 W 47 FT TH S 37-27-53 W 43 FT TH S 52-32-07 E 177 FT TH N 18 FT TO TPOB SD SP DAF - POR OF S 1/2 OF NW 1/4 & NE 1/4 OF SW 1/4 DESC AS FLS - BAAP ON SLY MGN OF N 160TH ST 453.20 FT E OF C/L OF DAYTON AVE N TH E ALG SD SLY MGN 1425.73 FT TO WLY MGN OF WESTMINSTER WY N TH ALG SD WLY MGN S 01-09-30 E 47.45 FT TH S ALG CRV TO RGT RAD OF 1081.27 FT ARC DIST 729.39 FT TH S 52-30-30E 10 FT TH S 37-29-30 W 773.52 FT TO NELY MGN OF PLAT OF AURORA SQUARE TH ALG SD PLAT N 52-33-49 W 179.32 FT TH N 37-26-11 E 188.31 FT TH N 52-31-47 W 35.05 FT TH N 37-28-13 E 34.00 FT TH N 52-31-47 W 30.00 FT TH N 37-28-13 E 99.50 FT TH N 52-31-47 W 205.00 FT TH N 37-28-13 E 135.50 FT TH N 52-31-47 W 320.00 FT TH S 37-28-13 W 75.00 FT TH N 52-31-47 W 148.00 FT TO MOST NLY COR OF SD PLAT TH N 52-32-02 W 168.87 FT TO BEG OF CRV TO RGT RAD 320.00 FT ARC DIST 291.64 FT TH N 28-00-00 E 31.76 FT TH N 00-18-57 W 95 FT M/L TO BEG - AKA LOT B OF KC LOT LN ADJ #8701010 APPROVED 1-22-87

- Utility Easement
- Access Easement
- Property Line
- Existing Curb Cut



N
0' 50' 100' 200'
Scale: 1" = 200'-0"

ORIGINAL

Existing Topography & Natural Features

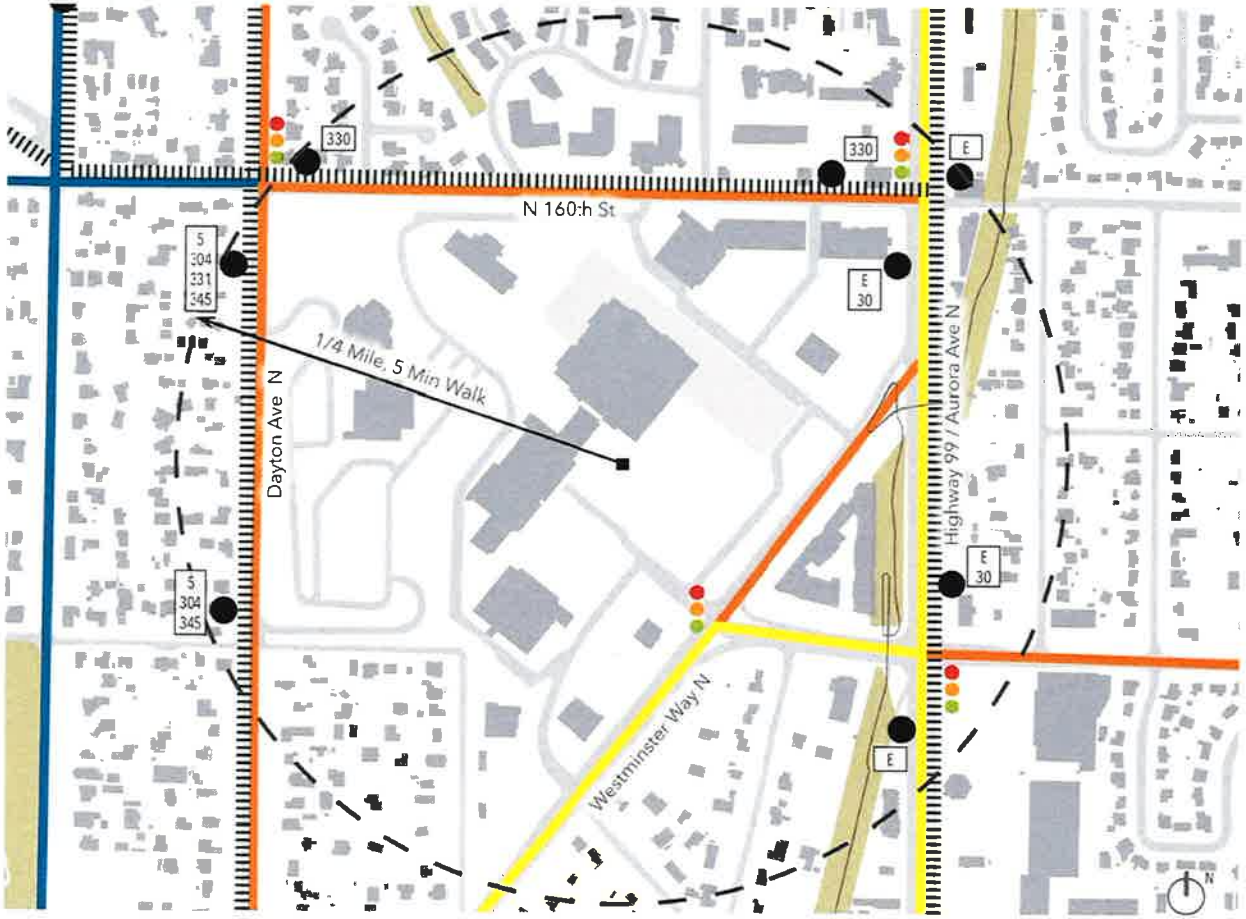
Topography Line

Vegetation

ORIGINAL

Existing Vehicle & Transit Circulation

- Principal Arterial Street
- Minor Arterial Street
- Collector Arterial Street
- Interurban Trail
- Bus route
- Bus stop



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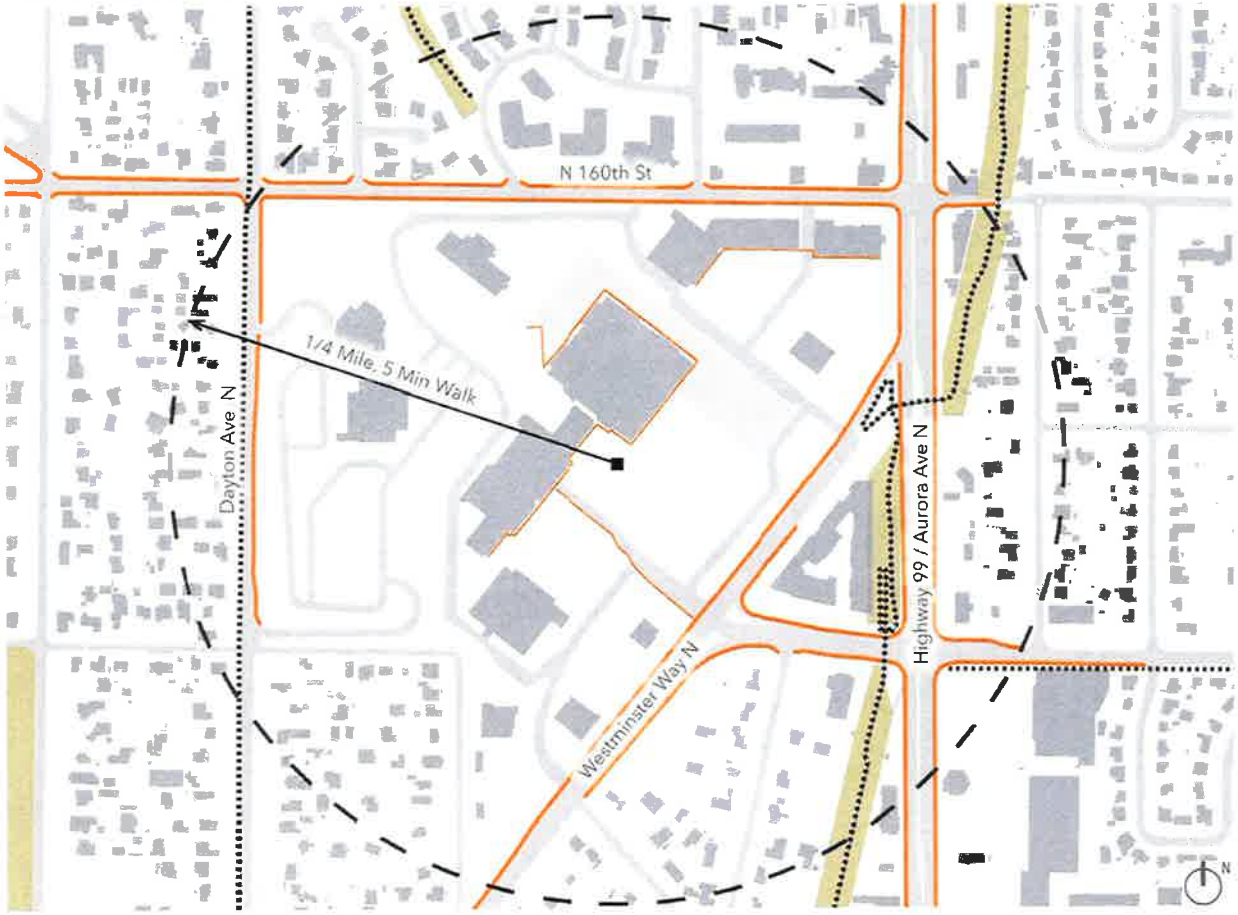
Existing Pedestrian & Bike Circulation

Pedestrian Movement

Bike Route



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Existing Neighborhood Axonometric | Looking North

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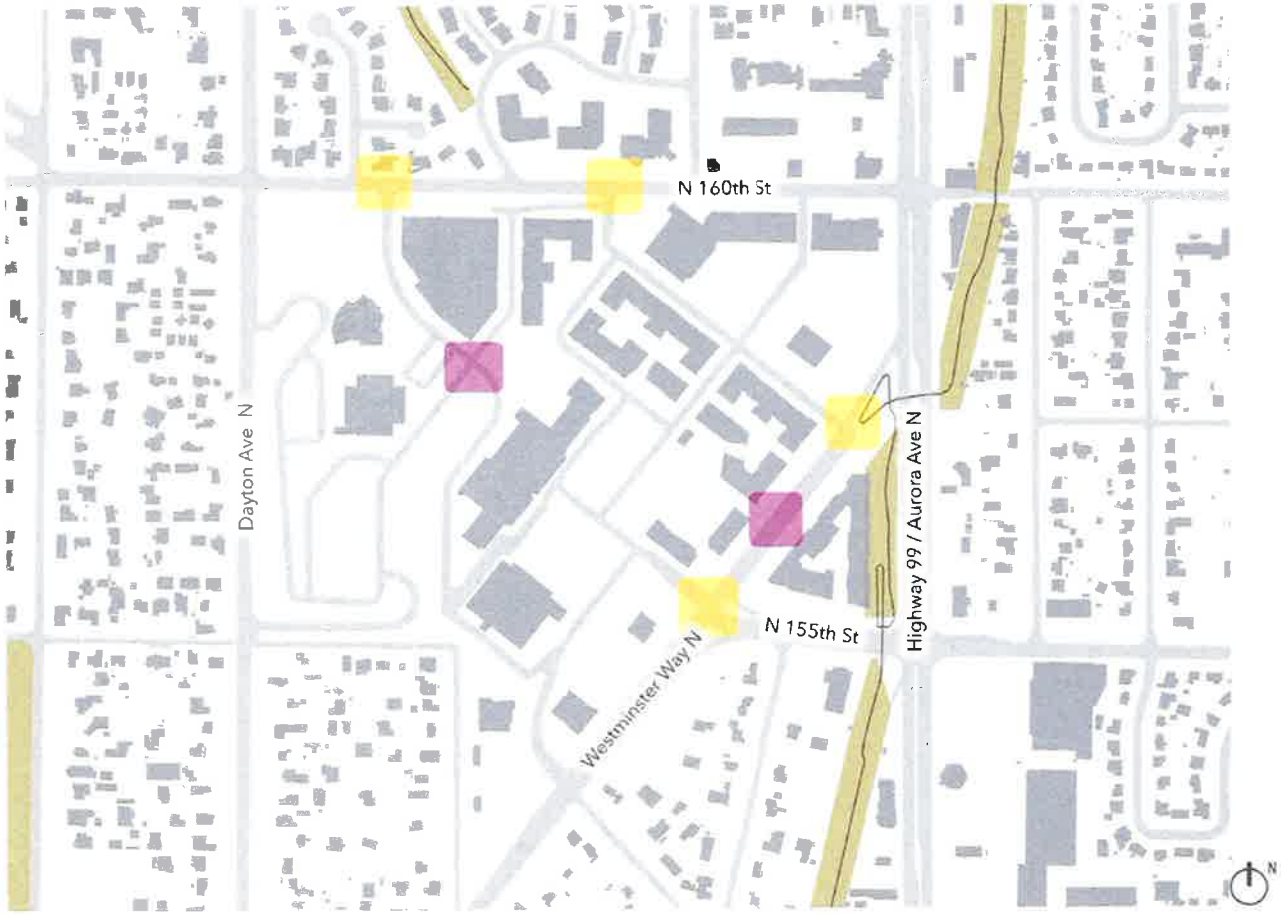
ORIGINAL

SITE DESIGN

ORIGINAL

Gateways & Entries

- Vehicular & Pedestrian Gateway
- Pedestrian Gateway



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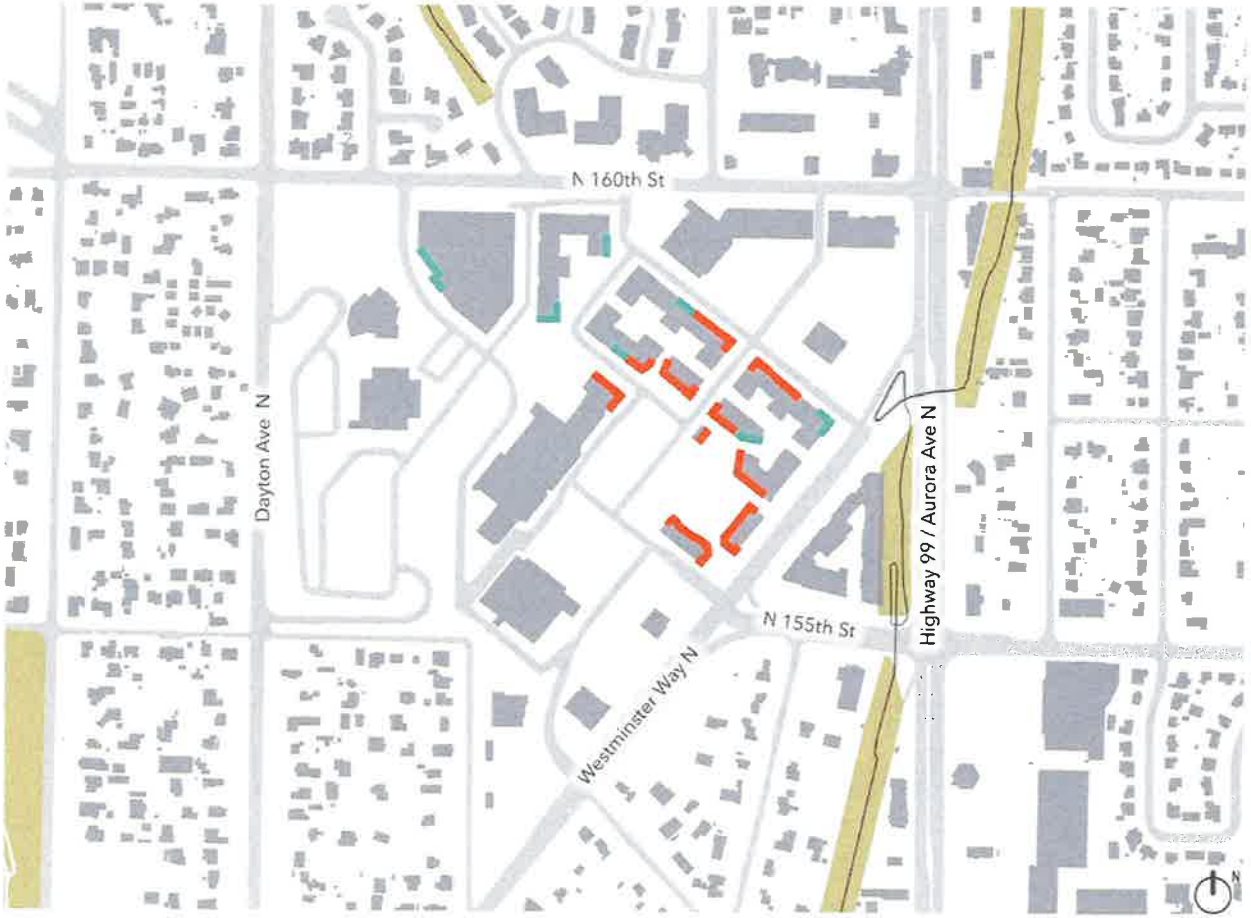
Active Edges

- Commercial Frontage
- Lobby Frontage



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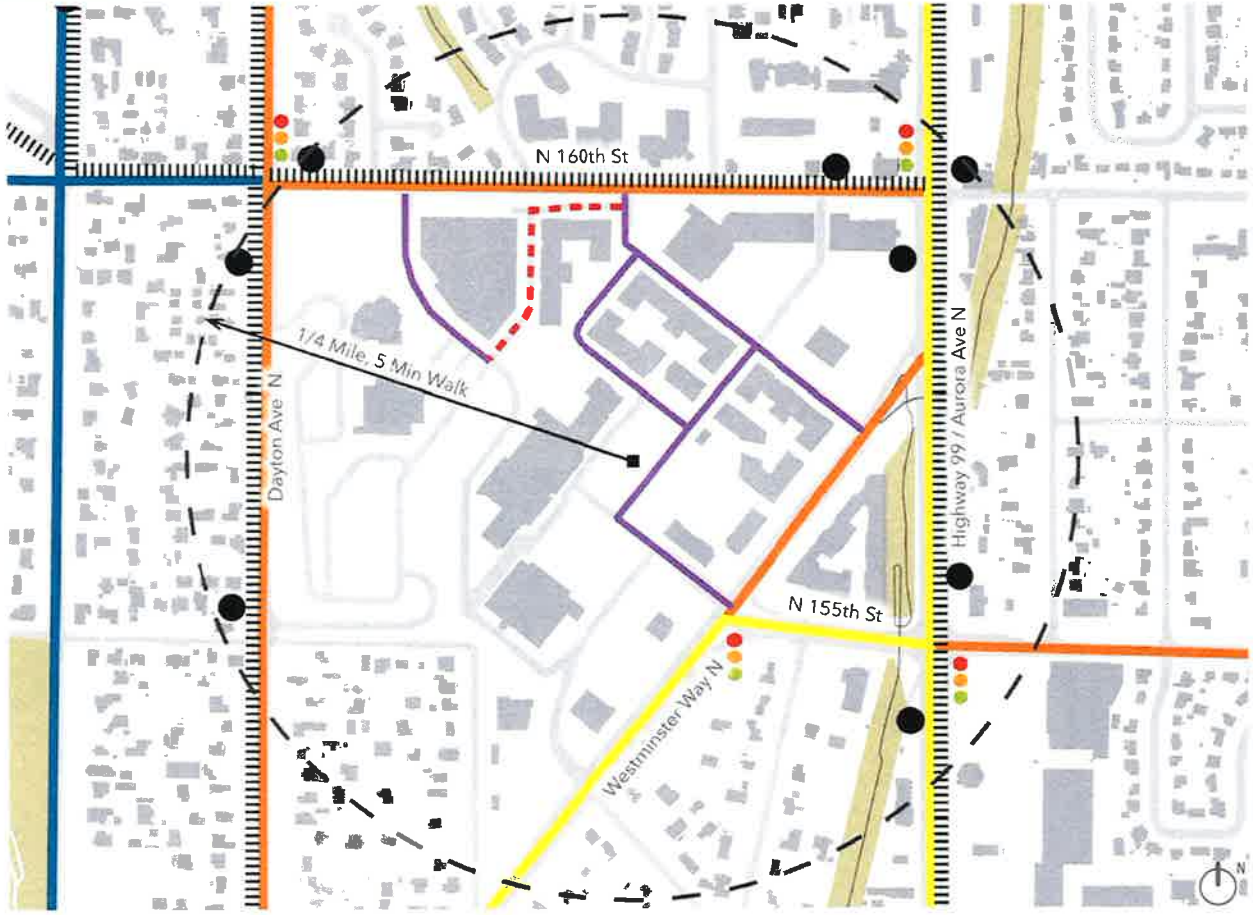
VEHICLE & TRANSIT CIRCULATION

- Principal Arterial Street
- Minor Arterial Street
- Collector Arterial Street
- Private Streets
- Fire Access
- Interurban Trail
- Bus route
- Bus stop

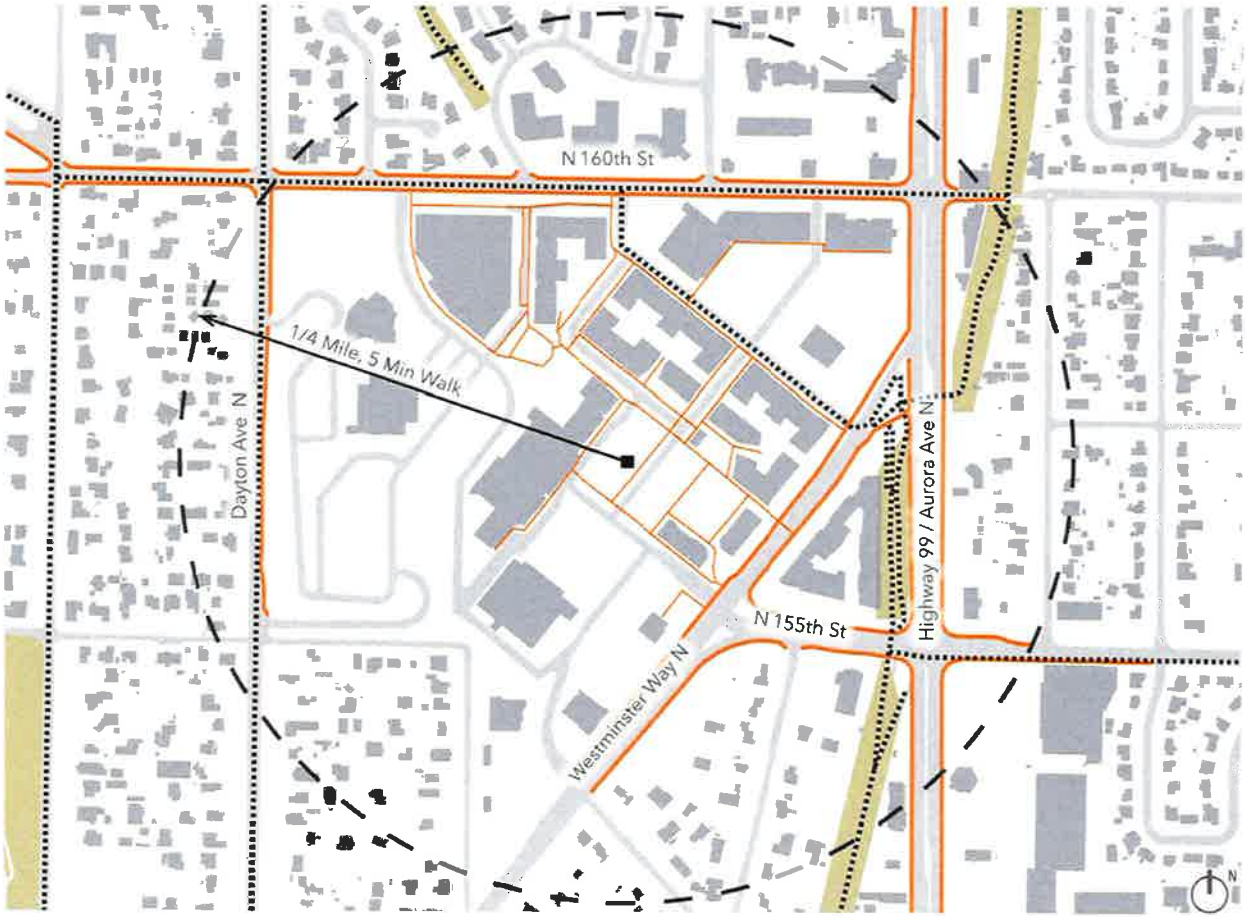


ORIGINAL

Pedestrian Circulation

Pedestrian movement

Designated bike route



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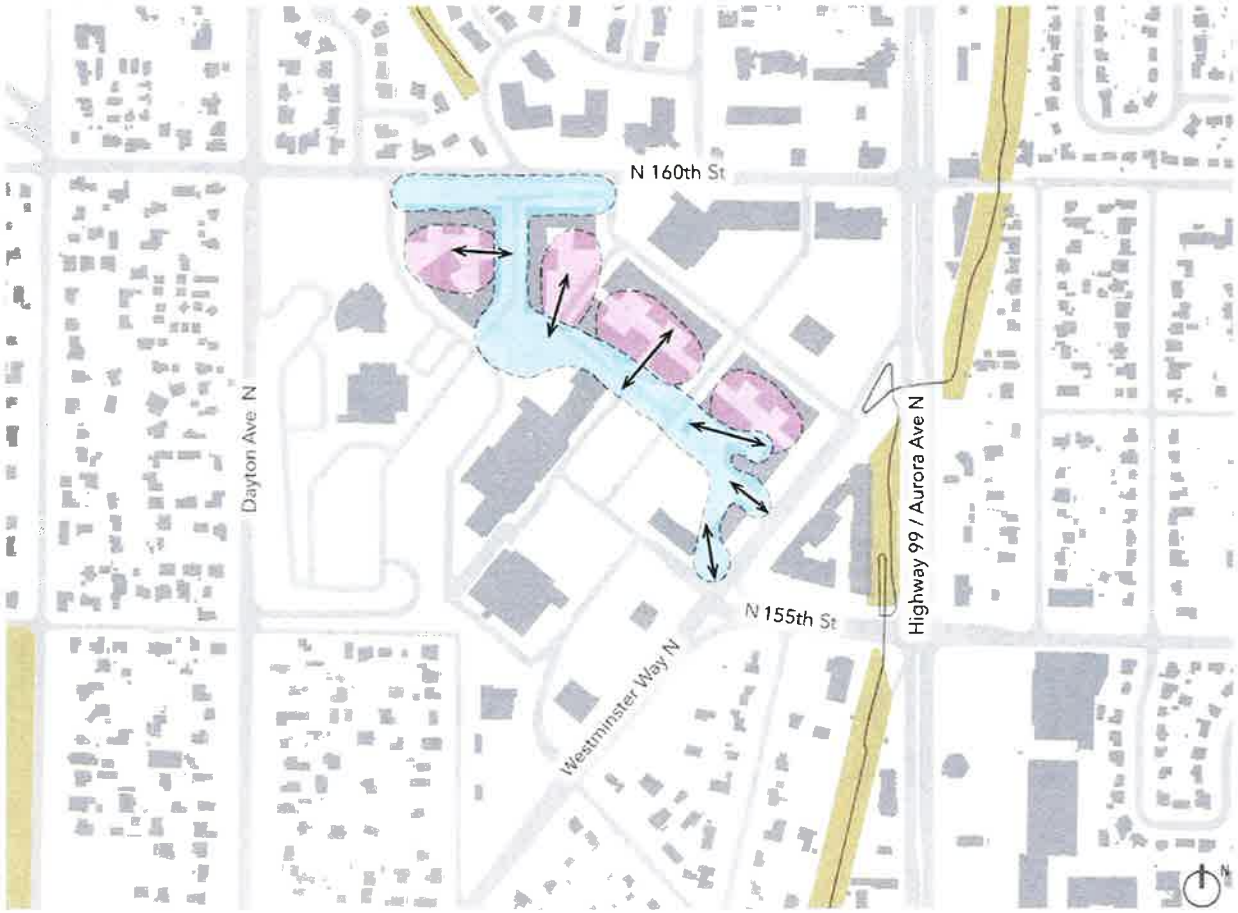
Public "Living Rooms"

Semi-Public Open Space (within residential)

Publicly Accessible Open Space



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ORIGINAL

Upper Ground Level Plan

- Retail / Commercial
- Existing Retail / Commercial
- Residential
- Office
- Residential Lobby / Amenity
- Roadway / Parking
- Green Space
- Vehicular Entrance

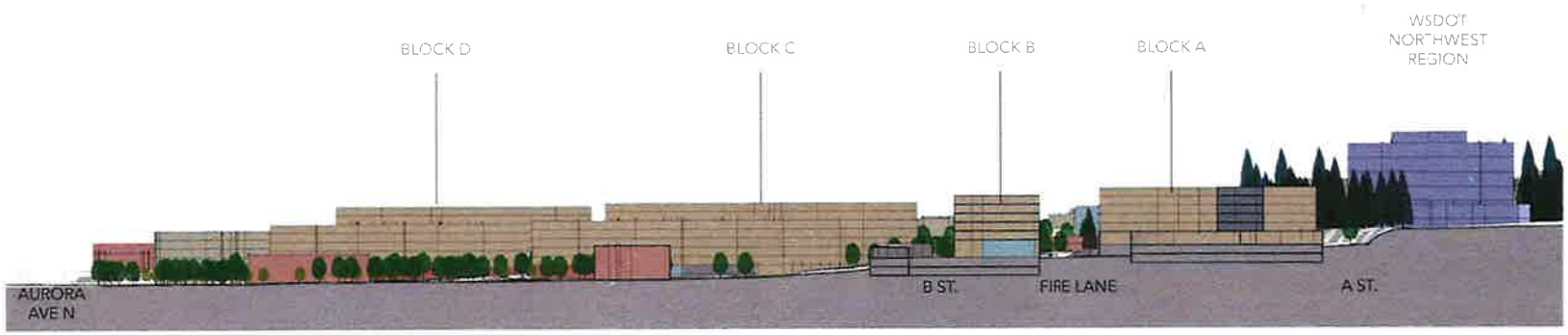
ORIGINAL

Lower Ground Level Plan

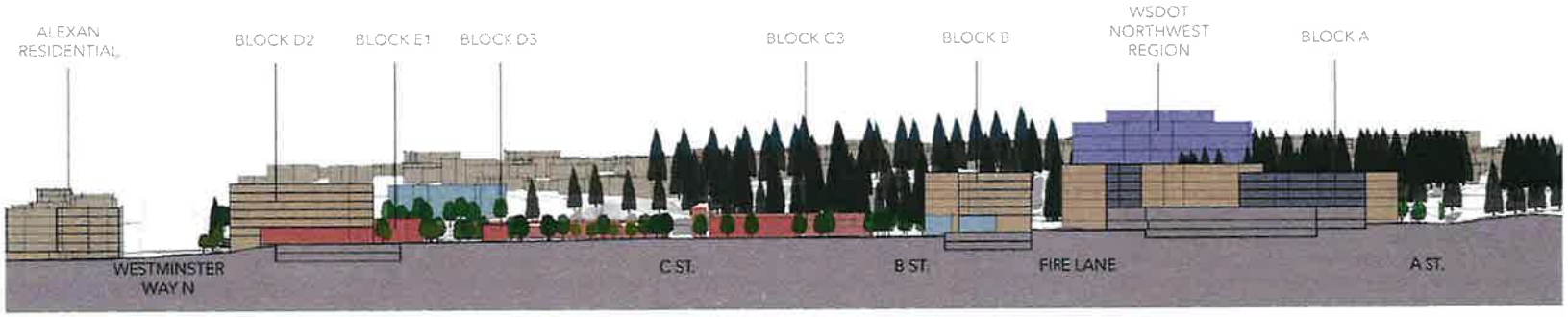
- Retail / Commercial
- Existing Retail / Commercial
- Residential
- Office
- Residential Lobby / Amenity
- Roadway / Parking
- Green Space
- Vehicular Entrance

ORIGINAL

Overall Site Sections



Section AA- East to West



Section BB- Southeast to Northwest

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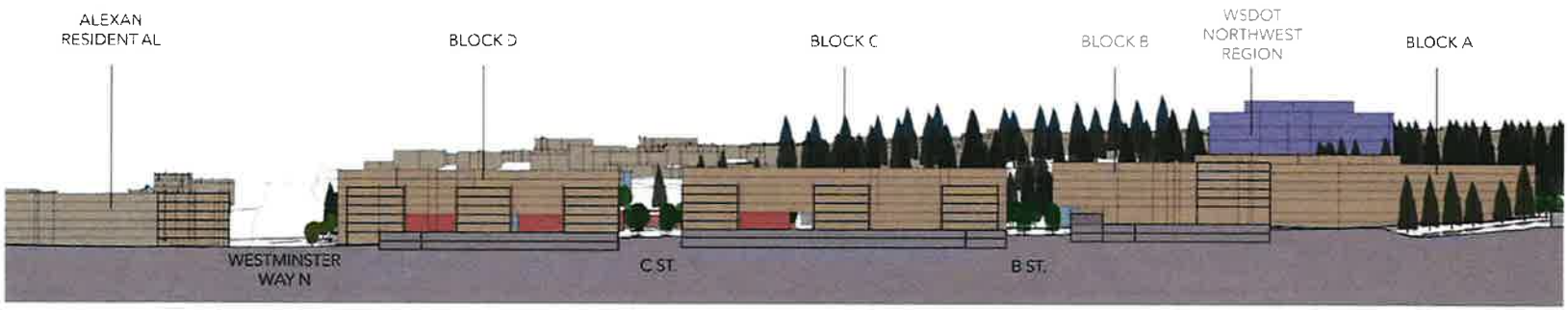
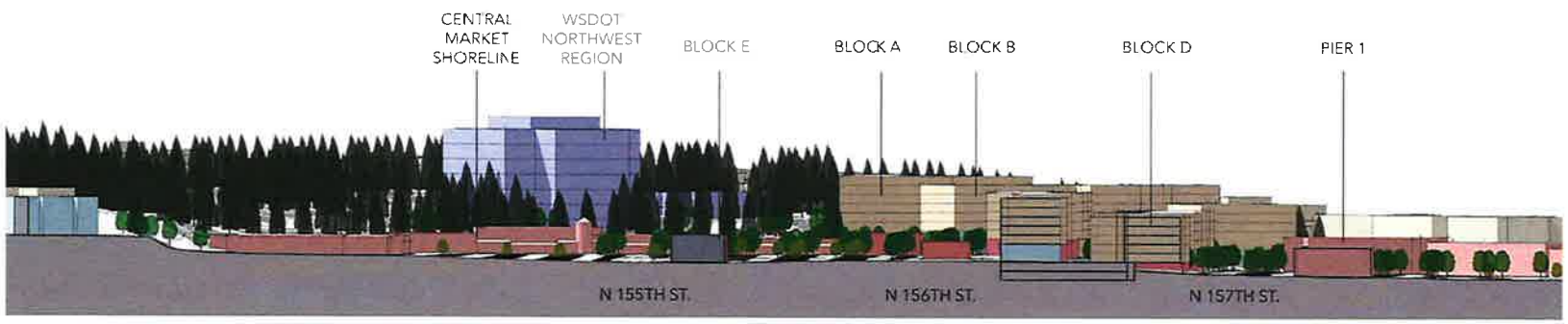
Overall Site Sections



Section CC- Southeast to Northwest



Section DD- Southwest to Northeast

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New Neighborhood Axonometric | Looking North

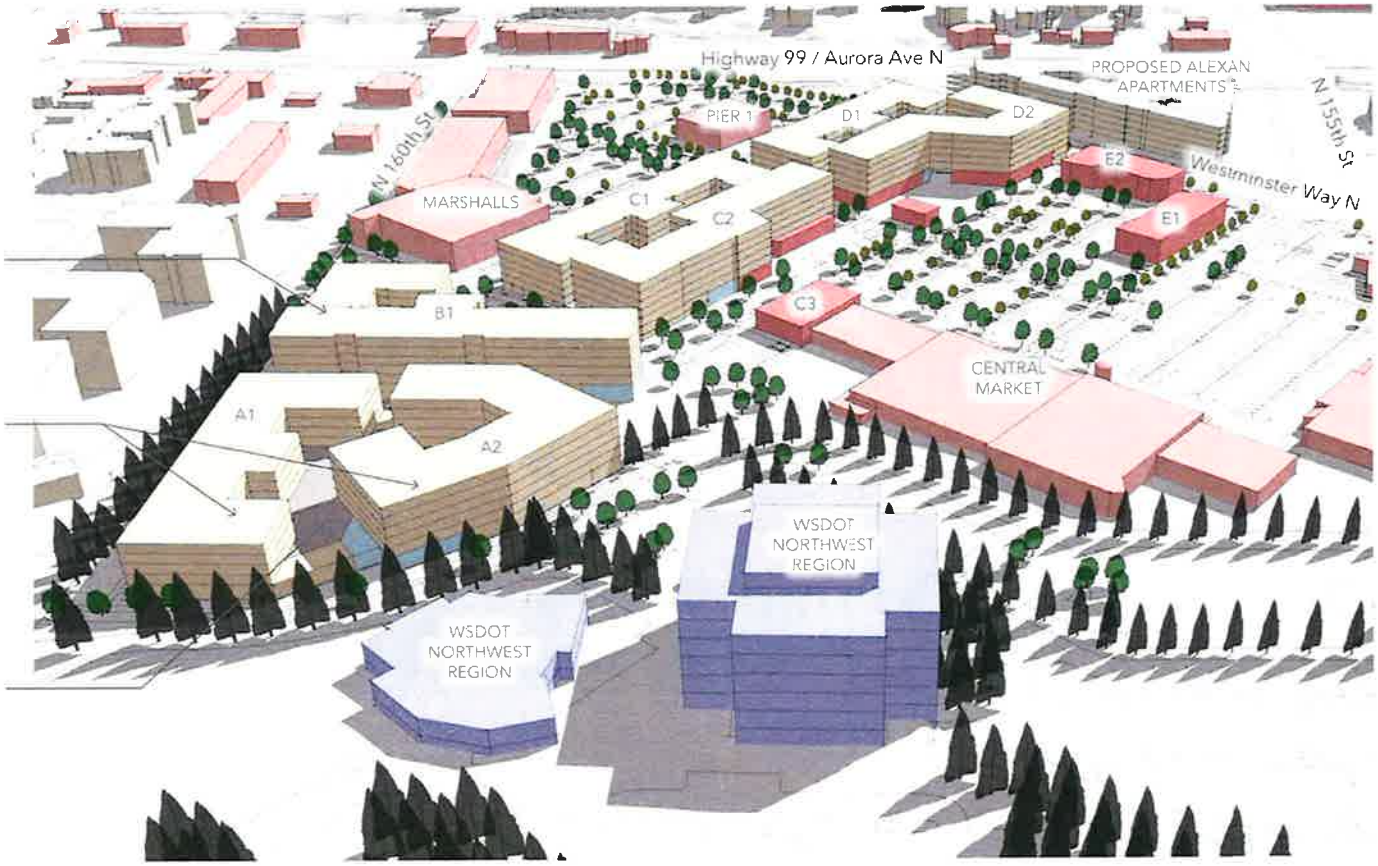
ORIGINAL

New Neighborhood Axonometric | Looking West

ORIGINAL

New Neighborhood Axonometric | Looking East

- Retail / Commercial
- Existing Retail / Commercial
- Residential
- Office



ORIGINAL

New Neighborhood Axonometric | Looking South

- Retail / Commercial
- Existing Retail / Commercial
- Residential
- Office

East Plaza

7 levels
(5 levels of Residential / 2 levels Retail & Parking)

Retail and Parking podium on lower ground level

7 levels
(5 levels of Residential / 2 levels Retail & Parking)

ORIGINAL

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Block A Design

ORIGINAL

Block A | Overview & Perspectives

Summary

- Building A1 - 5 story residential building over a 2 story podium
- Building A2 - 5 story residential building over a 2 story podium
- Approximately 349 units including 27 townhouses
- 423 residential parking stalls plus 17 on-street parking stalls

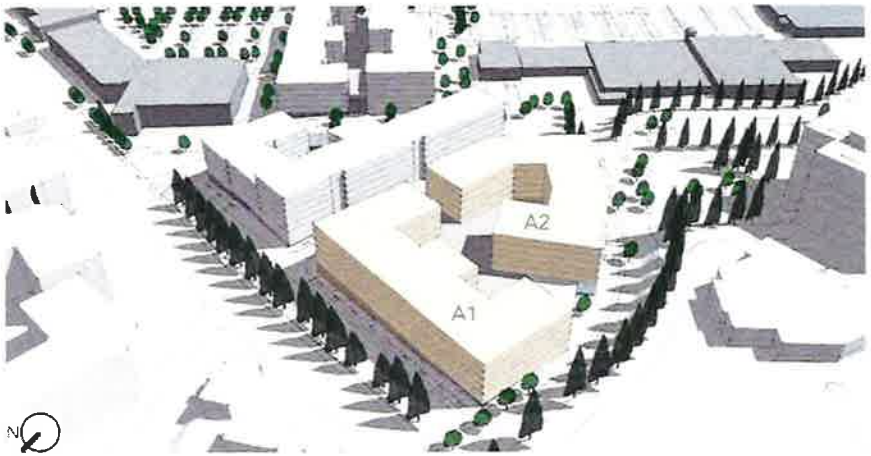
Overview

Buildings A1 and A2 are separate residential buildings that share a subterranean parking garage and a residential amenity courtyard located between the buildings. They are located in the northwest corner of the project site and are flanked by N 160th Street to the north, a private road shared with WSDOT to the west, and a pedestrian walk to the east - Block A Promenade - that also serves as an emergency vehicle access road.

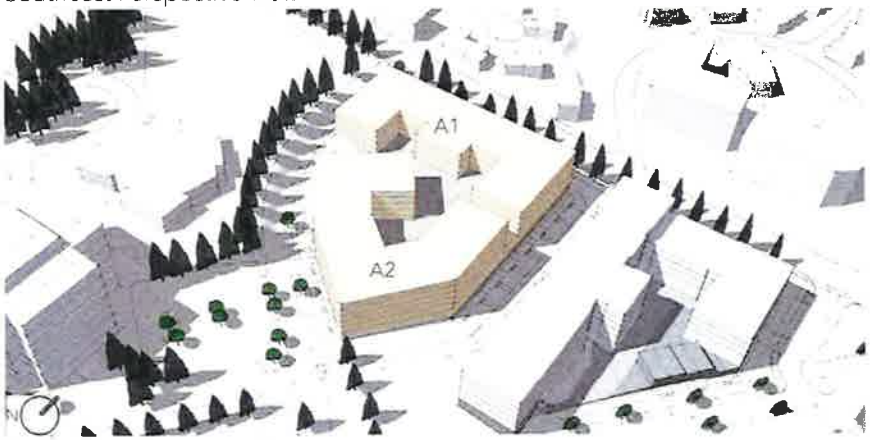
Residents and guests access the building A1 and A2 from the pedestrian walk on the east side of the building, and automobiles access the parking garage from the private road to the west. The Block A Promenade also provides residents and guests with immediate access to the center's amenities and services, as well as bicycle and transit system connections on the easterly boundary of the center along Highway 99.

The building setback on the north side of Buildings A1 and B1 responds to the single family residential neighborhood north of N 160th Street, and will preserve a majority of the existing stand of large trees along the vegetated hillside on the south side of N 160th Street.

Site Key



Southeast Perspective View

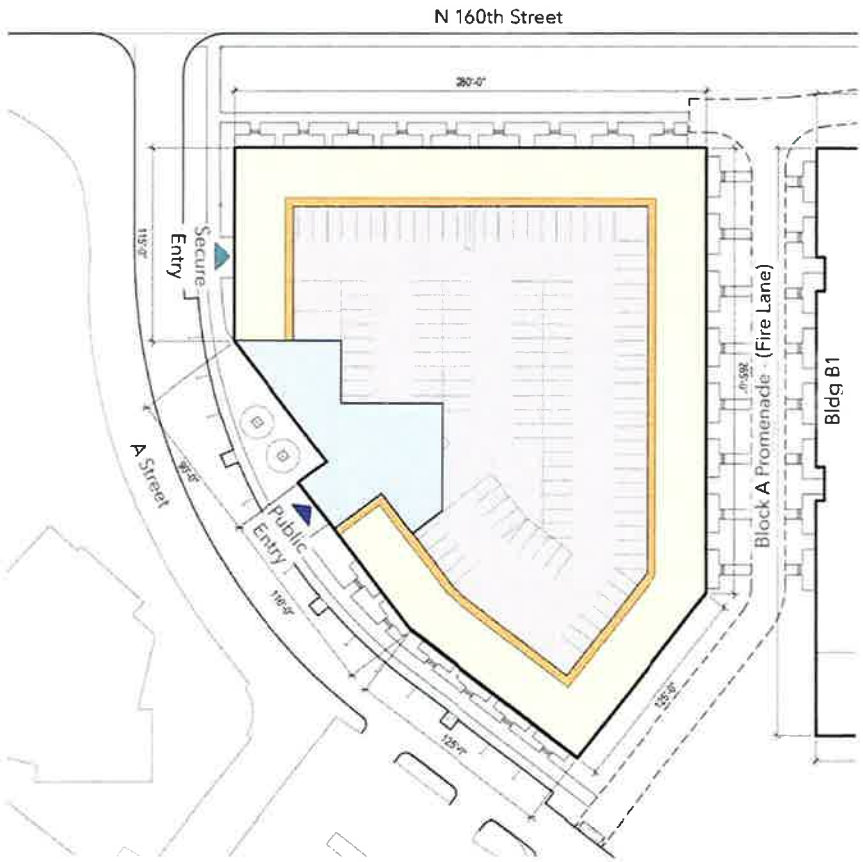


Northwest Perspective View

ORIGINAL

Block A | Upper Ground Level Plan

- Retail
- Residential
- Corridors
- Lobby/Amenity
- Parking
- Pedestrian Entrance
- Vehicular Entrance



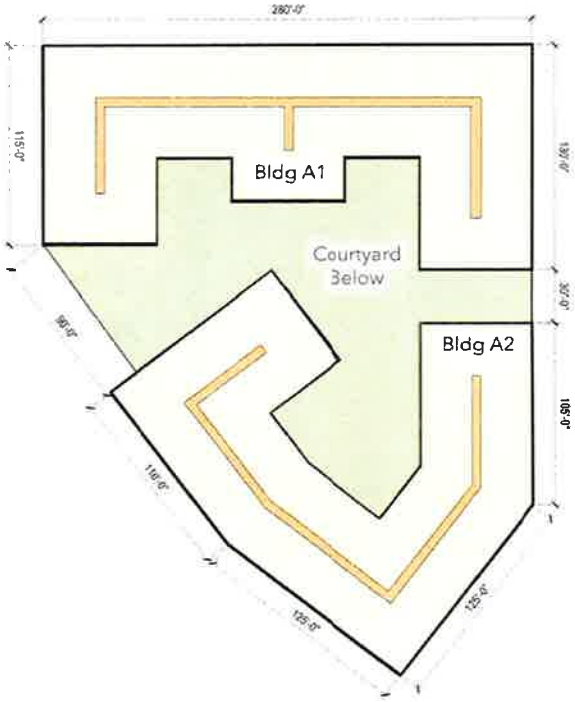
Site Key

0' 30' 60'
Scale: 1" = 60'-0"

ORIGINAL

Block A | Typical Upper Level Plan

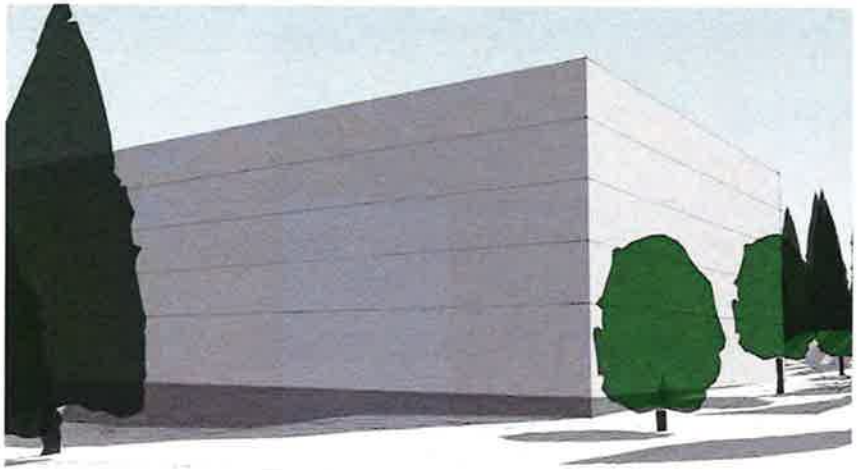
- Residential
- Corridors / Support



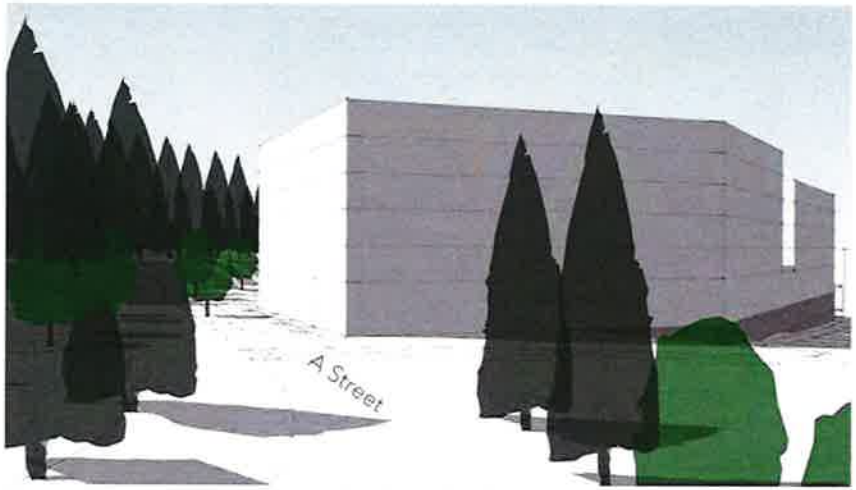
Site Key

ORIGINAL

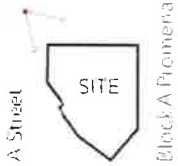
Block A | Massing Perspectives



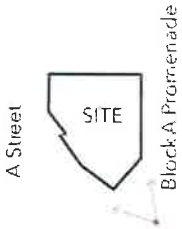
Ground Level Perspective View Looking Southeast



Ground Level Perspective View Looking Northwest



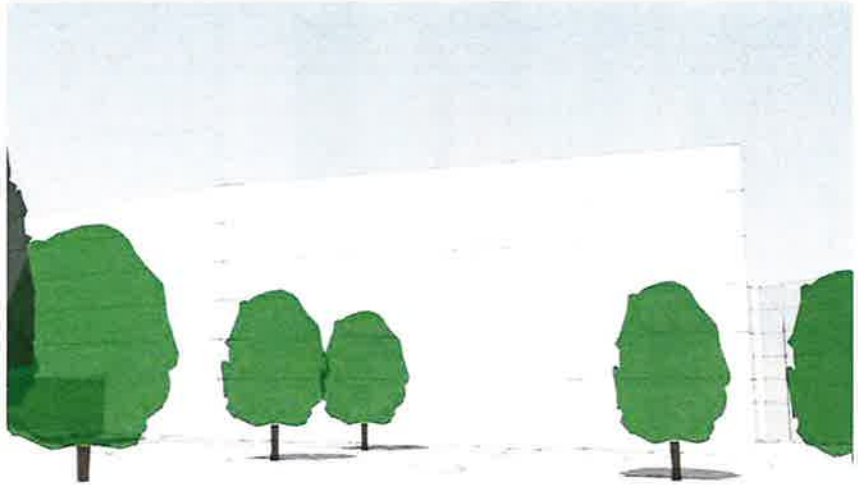
Ground Level Stoops



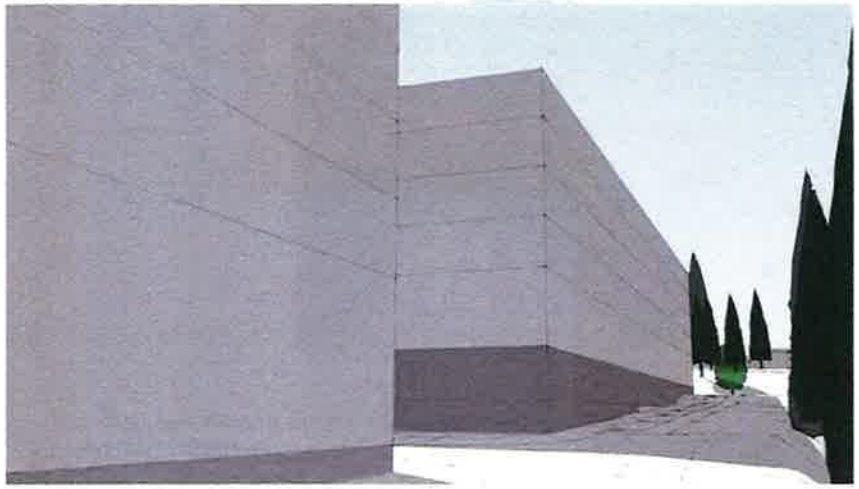
Ground level Interaction

ORIGINAL

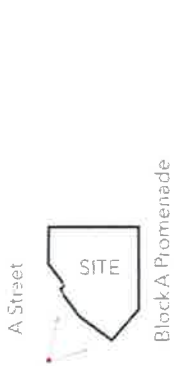
Block A | Massing Perspectives



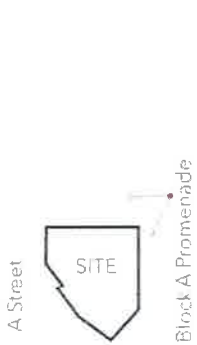
Ground Level Perspective View Looking Northeast



Ground Level Perspective View Looking Southwest



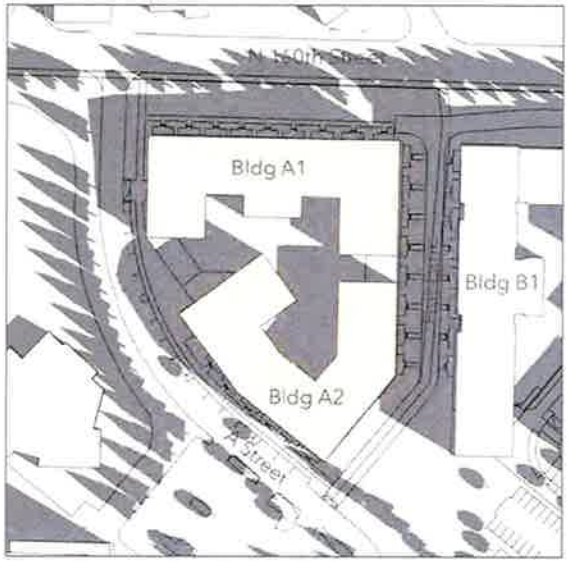
Building Modulation



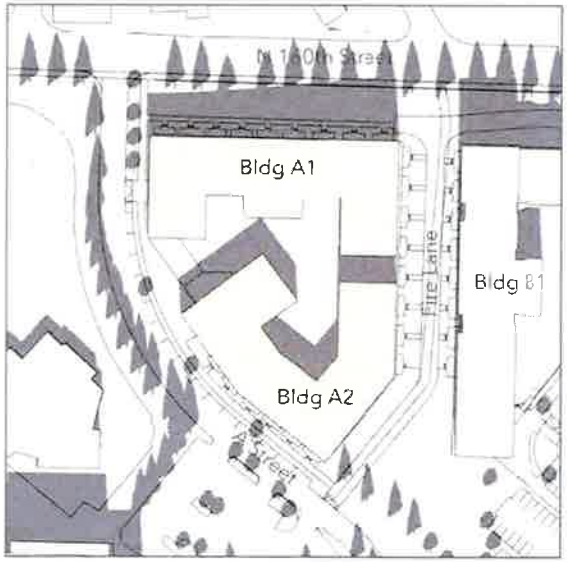
Building activated public realm

ORIGINAL

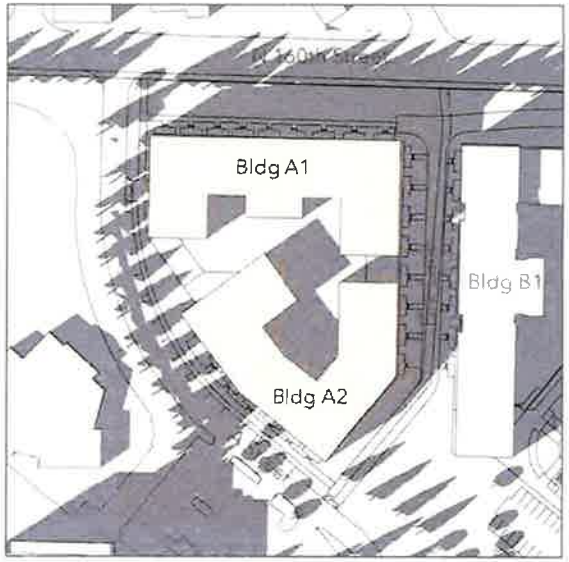
Block A | Sun & Shadow Analysis



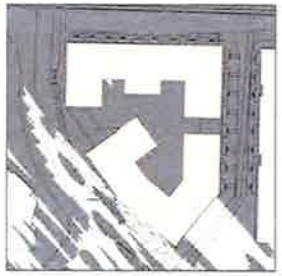
March/September 21st at 09:00 am



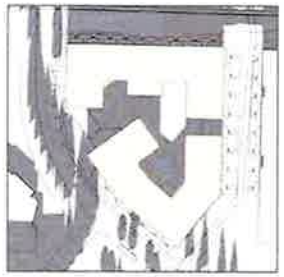
March/September 21st at 12:00 pm



March/September 21st at 03:00 pm



December 21st at 09:00 am



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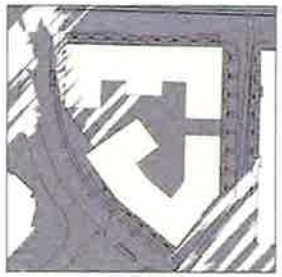

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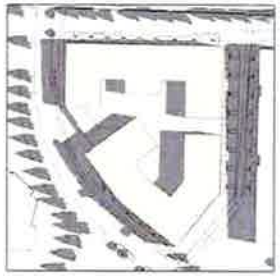
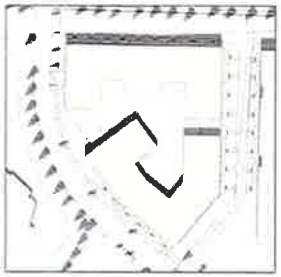


June 21st at 09:00 am



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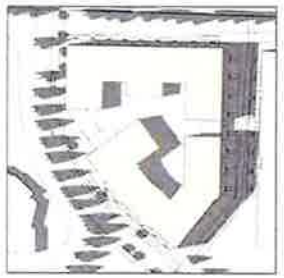

June 21st at 03:00 pm

ORIGINAL

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ORIGINAL

Block B Design

ORIGINAL

Block B | Overview & Perspectives

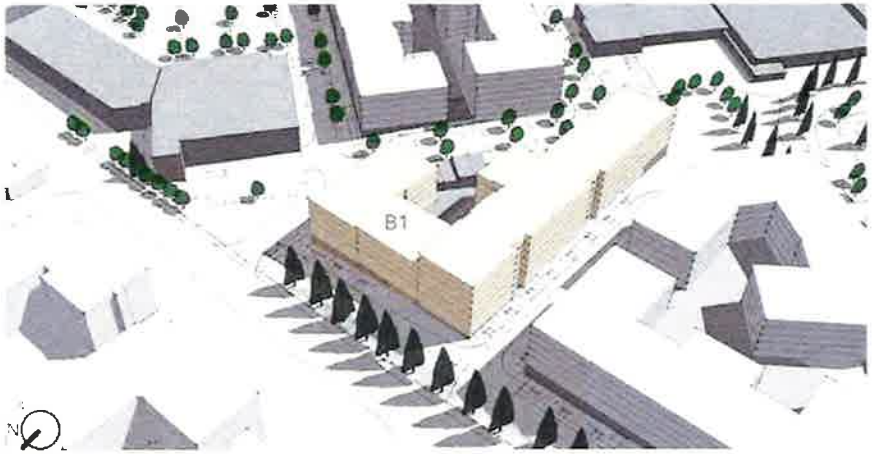
Summary

- 5 story of residential building over a 2 story podium
- Approximately 298 units including 12 townhouses
- 360 residential parking stalls plus 8 on-street parking stalls

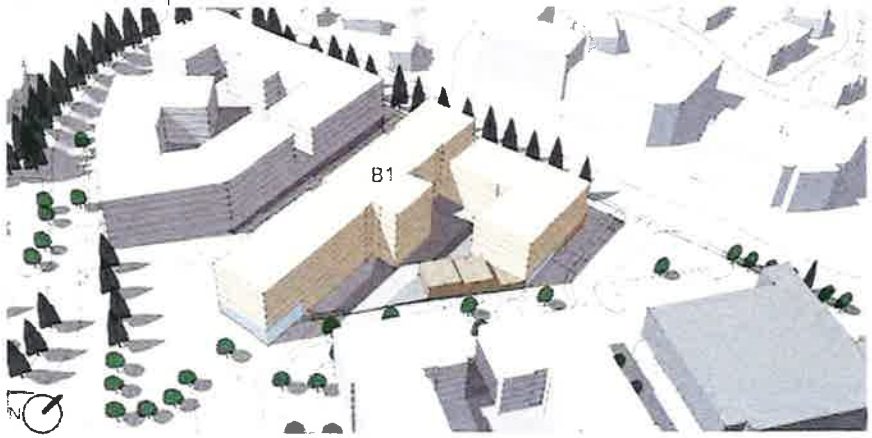
Overview

Building B1 is a single residential structure over a parking garage, and will also provide resident and guest access from the Block A Promenade on the west side of the building, and automobile access to the parking garage from B Street to the east. As with Buildings A1 and A2, the Block A Promenade will provide residents and guests with immediate access to the center's amenities and services, and bicycle and transit system connections on the easterly boundary of the center along Highway 99. There is a shared resident amenity courtyard enclosed on 3 sides by the residences. The residential courtyard has direct ground level access to the curb-less retail street - B Street.

The building setback on the north side of Buildings A1 and B1 responds to the single family residential neighborhood north of N 160th Street, and will preserve a majority of the existing stand of large trees along the vegetated hillside on the south side of N 160th Street.



Southeast Perspective View



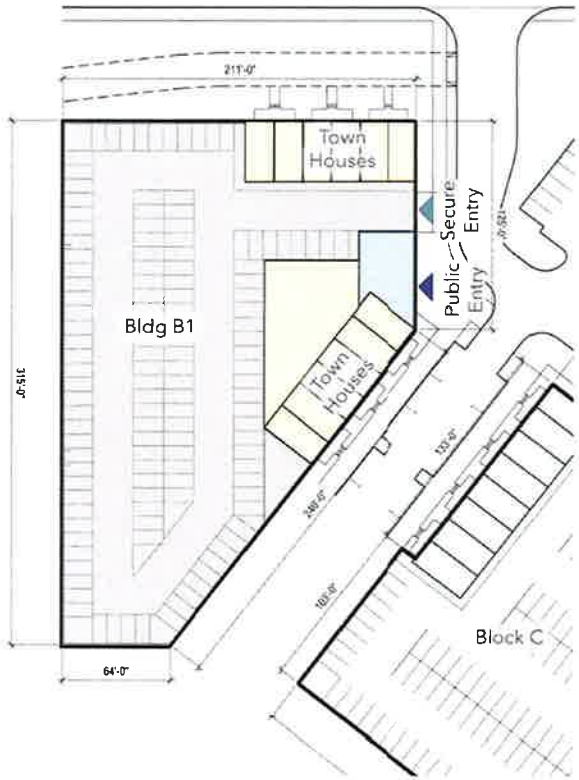
Northwest Perspective View

Site Key

ORIGINAL

Block B | Lower Ground Level Plan

- Retail
- Residential
- Corridors
- Lobby/Amenity
- Parking
- Pedestrian Entrance
- Vehicular Entrance



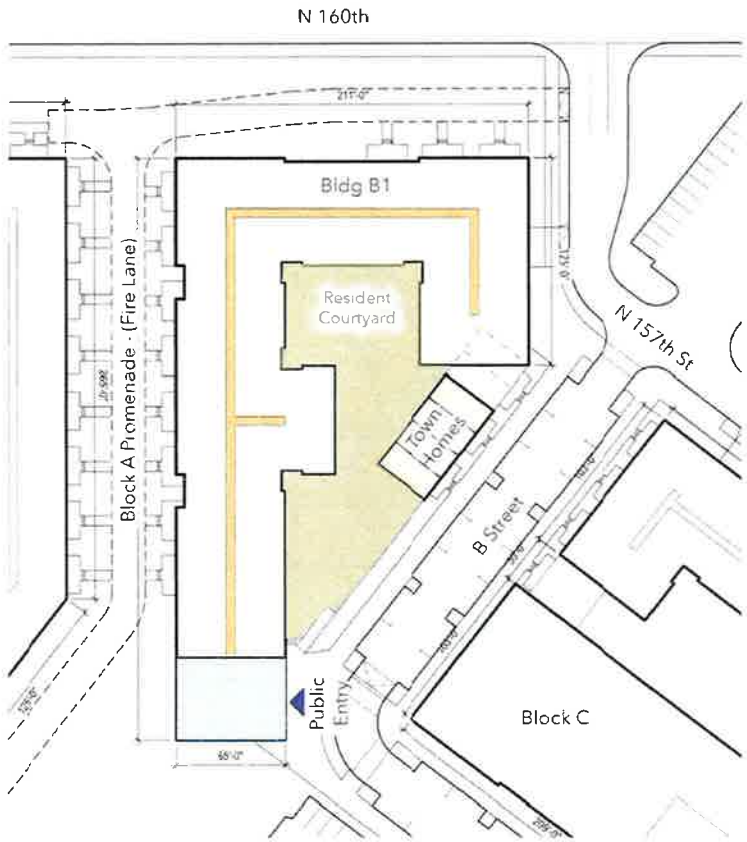
Site Key

N
0 30 60
Scale: 1" = 60'-0"

ORIGINAL

Block B | Upper Ground Level Plan

- Retail
- Residential
- Corridors
- Lobby/Amenity
- Parking
- Pedestrian Entrance
- Vehicular Entrance



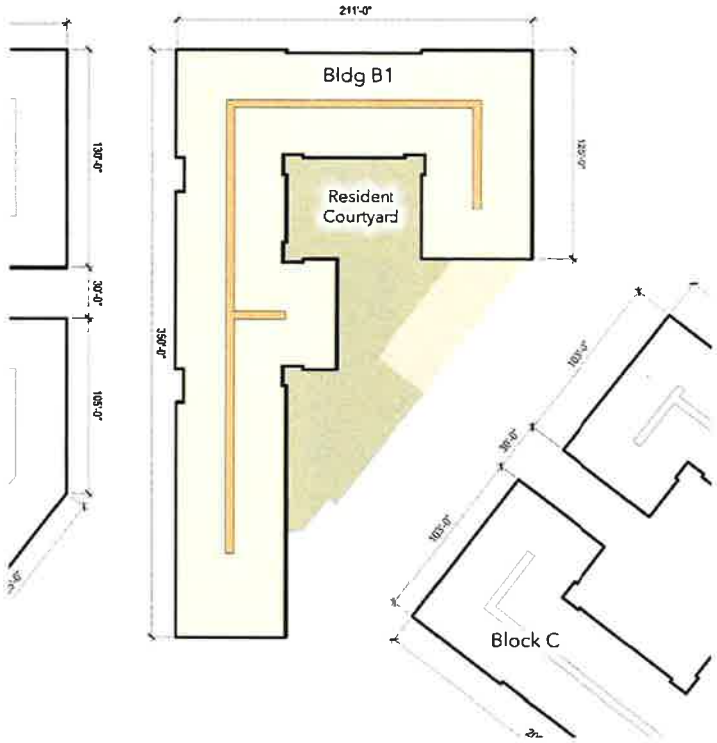
Site Key

ORIGINAL

Block B | Typical Upper Level Plan

- Residential
- Corridors / Support

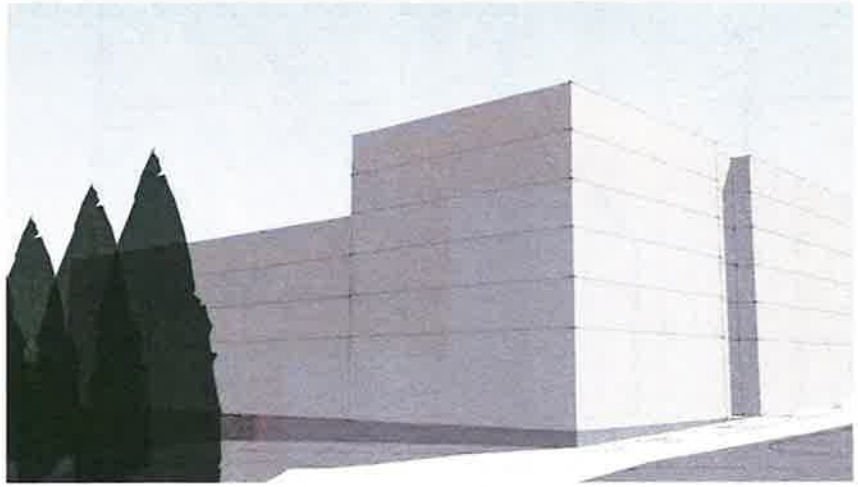
Site Key



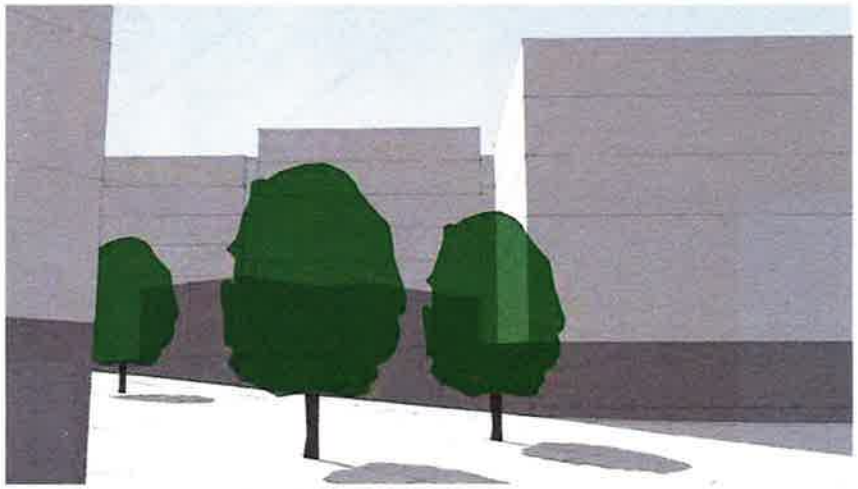
N
0 30' 60'
Scale: 1" = 60'-0"

ORIGINAL

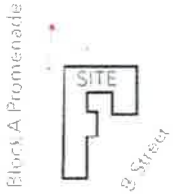
Block B | Massing Perspectives



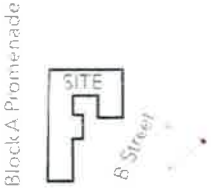
Ground Level Perspective View Looking Southeast



Ground Level Perspective View Looking West



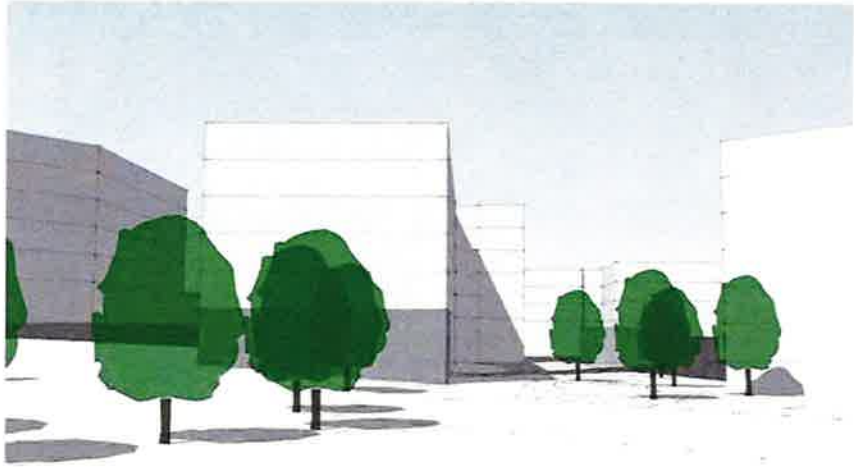
Ground Level Stoops



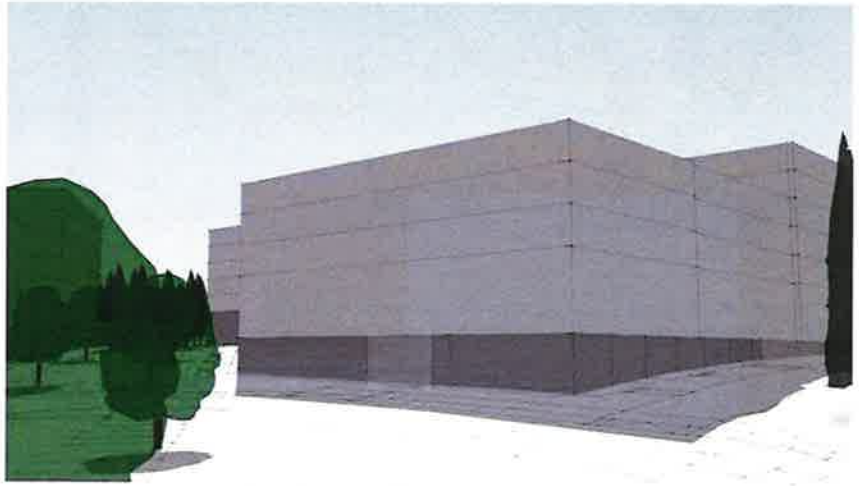
Residential Courtyard

ORIGINAL

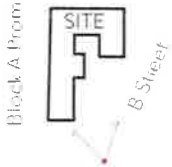
Block B | Massing Perspectives

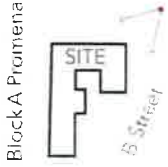


Ground Level Perspective View Looking North



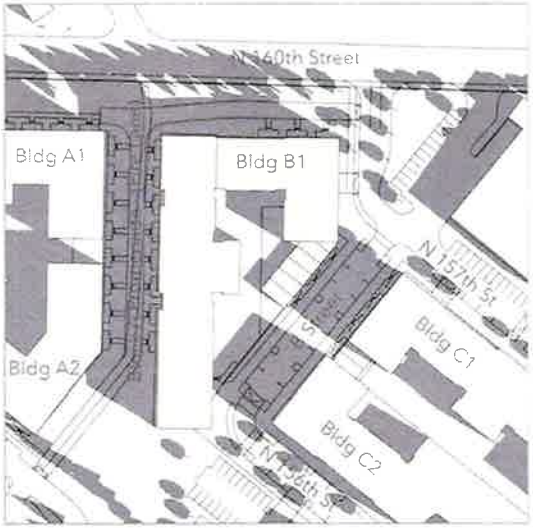
Ground Level Perspective View Looking Southwest



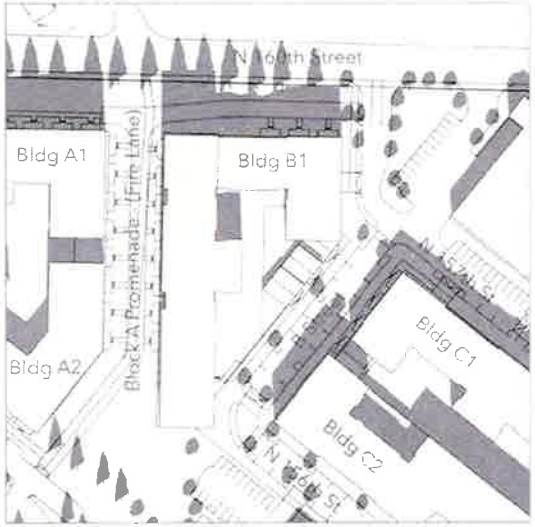


ORIGINAL

Block B | Sun & Shadow Analysis



March/September 21st at 09:00 am



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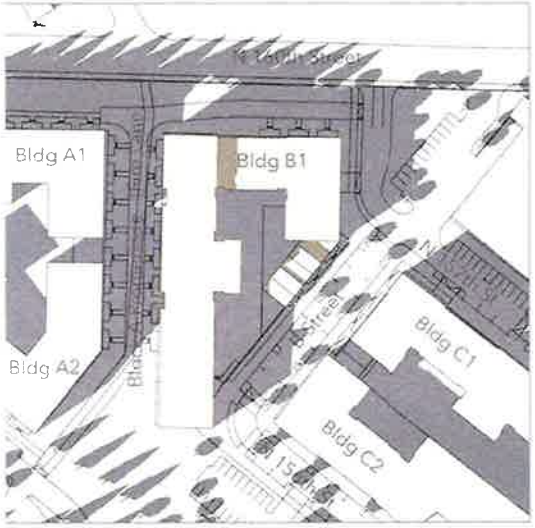

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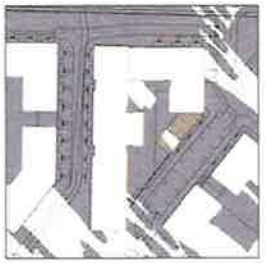

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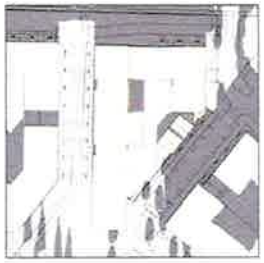

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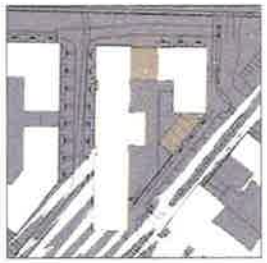

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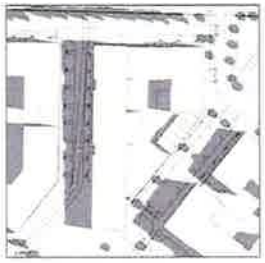
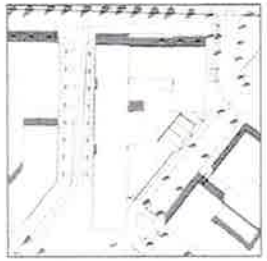


June 21st at 09:00 am



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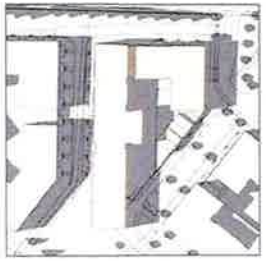

June 21st at 03:00 pm

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Block C Design

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Block C | Overview & Perspectives

Summary

- Building C1 - 5 story mixed use building over a 2 story podium
- Building C2 - 5 story mixed use building over a 2 story podium
- Building C3 - 1 story retail building
- Approximately 28,720 total GSF retail
- Approximately 364 units including 8 townhouses
- 392 subterranean parking stalls; 74 surface parking stalls; and 44 on-street parking stalls

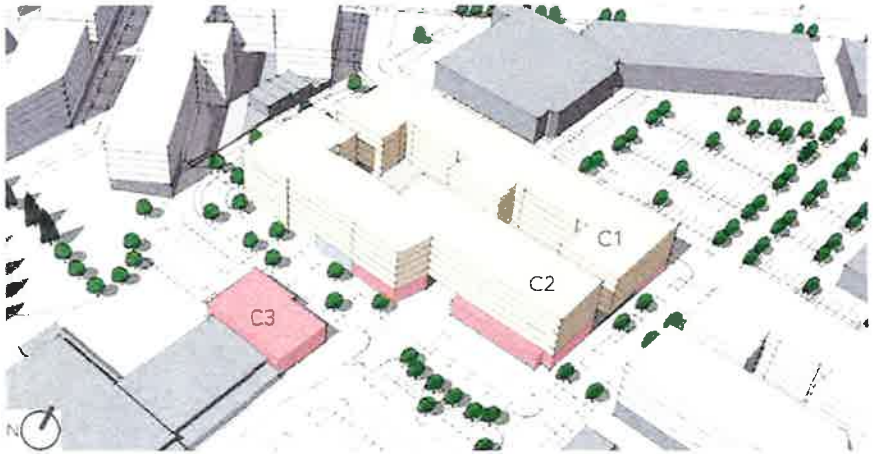
Overview

Buildings C1 and C2 are separate residential buildings that share a subterranean parking garage and a residential amenity courtyard. They are located in the northern portion of the project site between N 156th and N 157th Streets, and between B Street & C Street.

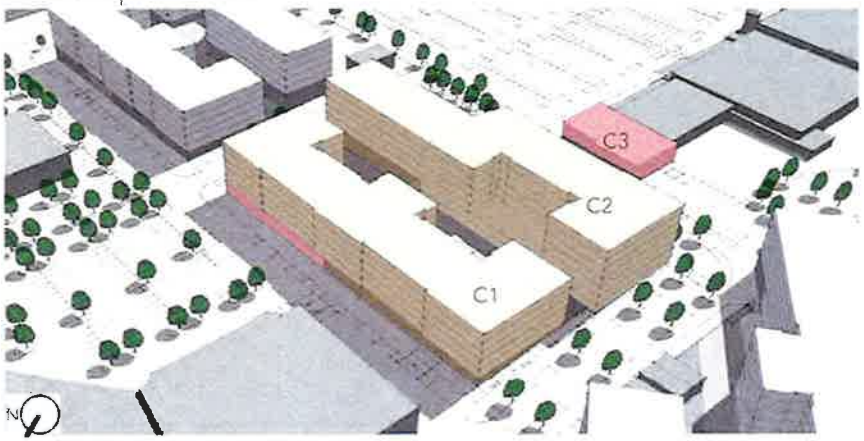
Residents and guests access the buildings through a shared residential courtyard from B Street & C Street, and from N 156th, a curb-less retail street to the south. N 156th street also provides residents and guests with immediate access to the center's amenities and services, as well as bicycle and transit system connections on the easterly boundary of the center along Highway 99. Automobiles access the parking garage from N 157th on the north side of the site.

Building C3 is a single story retail building located on the south side of N 156th opposite Building C2, abutting the existing retail buildings to the south. Customers will access the store from the retail sidewalk that connects the existing retail stores to the south and from N 156th Street. Parking is provided in shared parking lots to the east and west, and on N 156th Street.

Site Key



North Perspective View

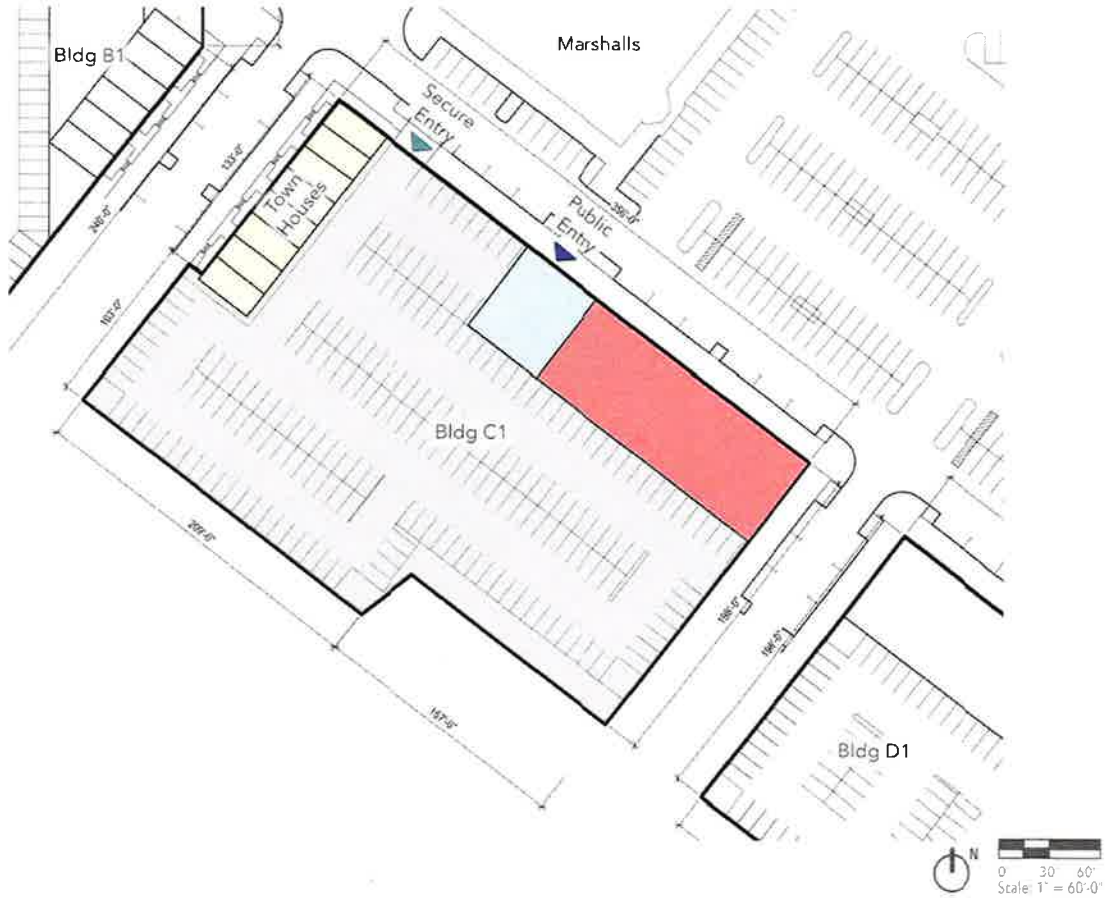


South Perspective View

ORIGINAL

Block C | Lower Ground Level Plan

- Retail
- Residential
- Corridors
- Lobby/Amenity
- Parking
- Pedestrian Entrance
- Vehicular Entrance



Site Key

ORIGINAL

Block C | Upper Ground Level Plan

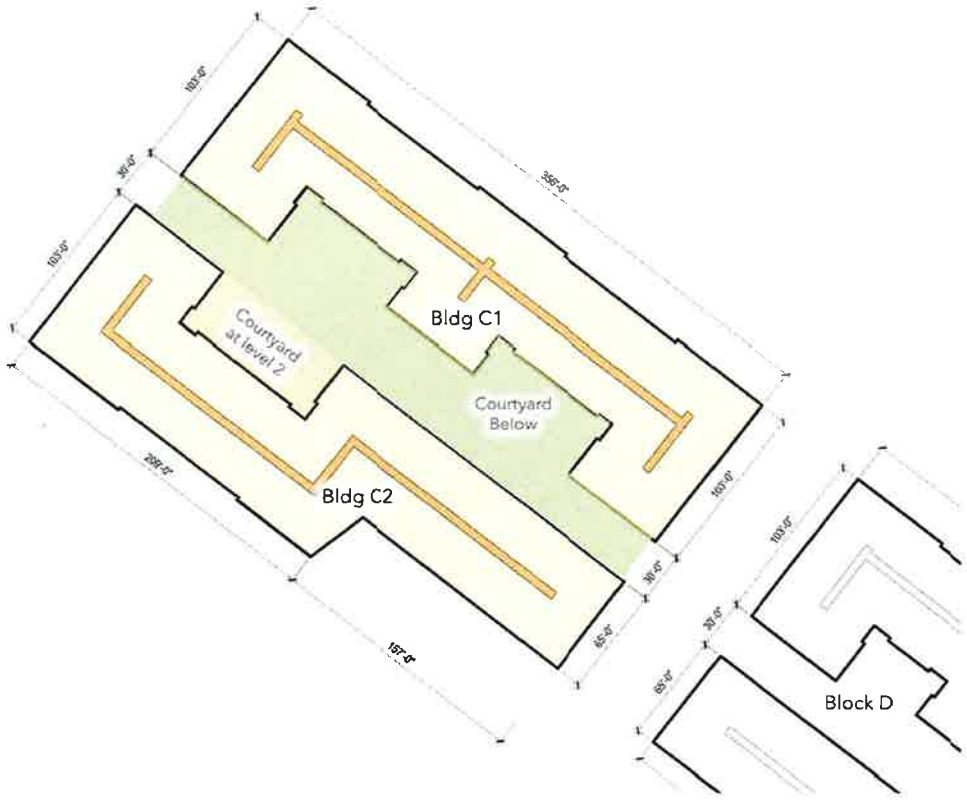
- Retail
- Residential
- Corridors
- Lobby/Amenity
- Parking
- Pedestrian Entrance
- Vehicular Entrance

Site Key

ORIGINAL

Block C | Typical Upper Level Plan

- Residential
- Corridors / Support



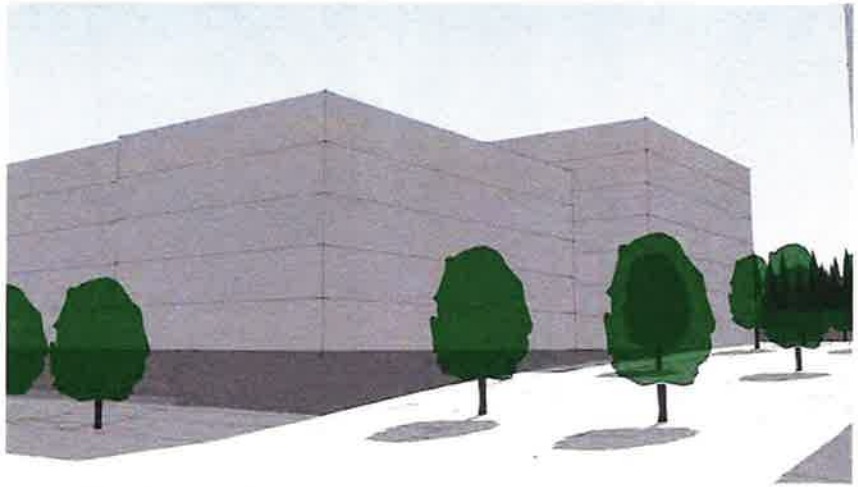
Site Key

N

0' 30' 60'
Scale: 1" = 60'-0"

ORIGINAL

Block C | Massing Perspectives



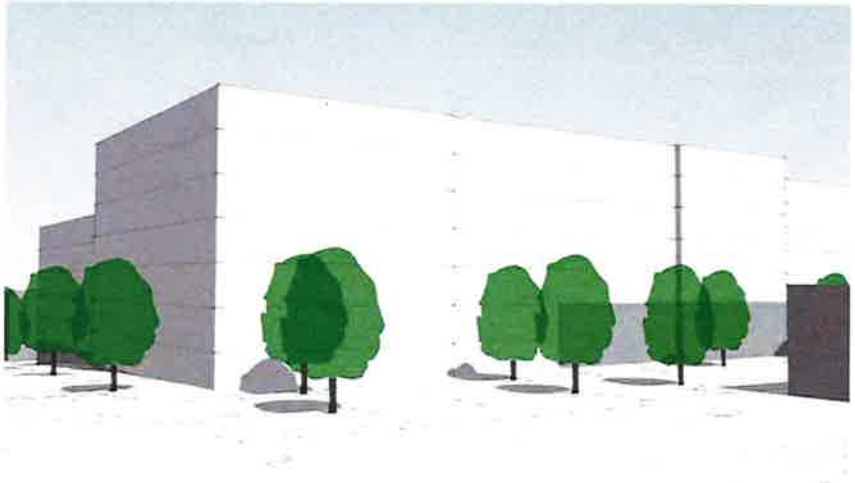
Ground Level Perspective View Looking South

Ground Level Perspective View Looking Southwest

ORIGINAL

Block C | Massing Perspectives

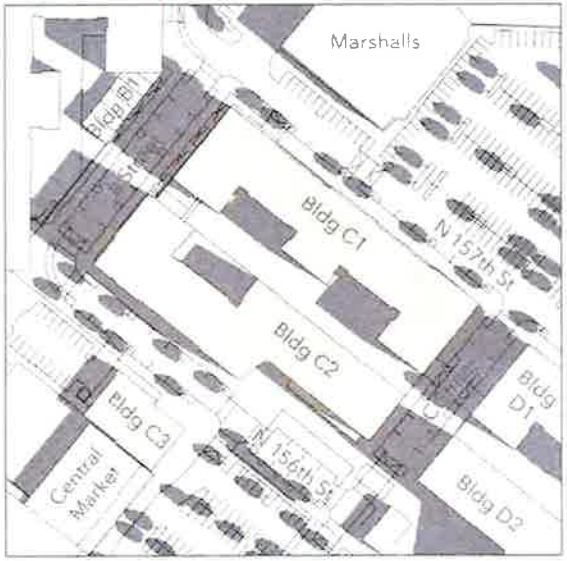
Ground Level Perspective View Looking North



Ground Level Perspective View Looking East

ORIGINAL

Block C | Sun & Shadow Analysis



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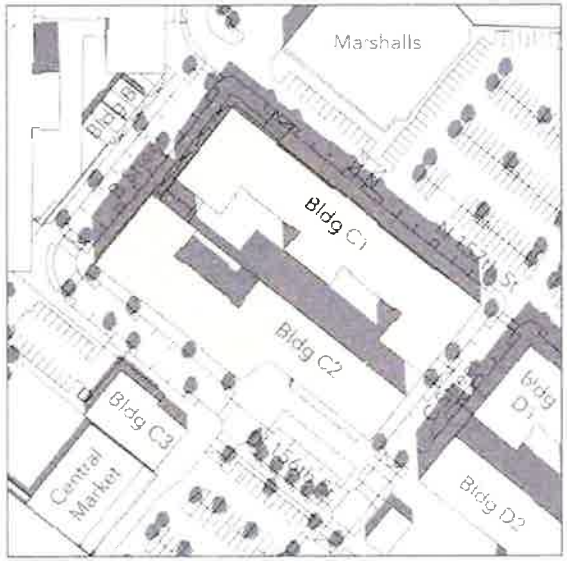
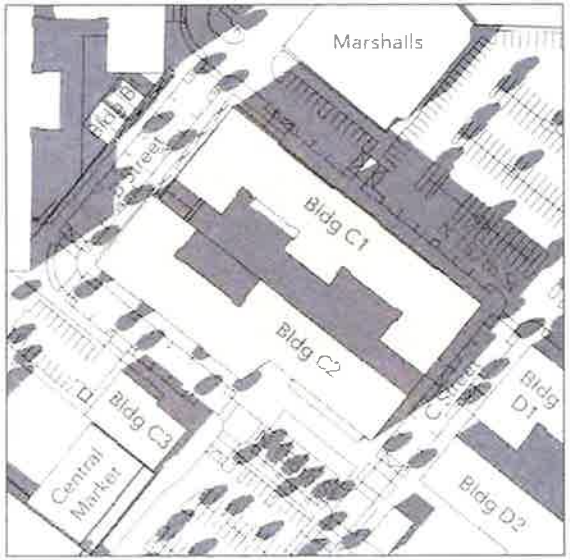
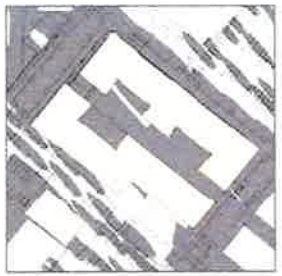


March/September 21st at 12:00 pm



March/September 21st at 03:00 pm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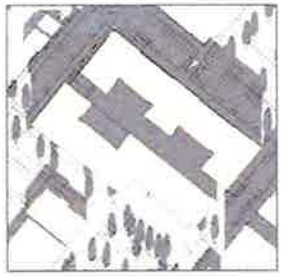
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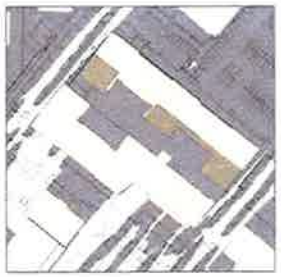
December 21st at 03:00 pm

June 21st at 09:00 am

June 21st at 12:00 pm

June 21st at 03:00 pm

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BLOCK D DESIGN

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Block D | Overview & Perspectives

Summary

- Building D1 - 5 story mixed use building over a 2 story podium
- Building D2 - 5 story mixed use building over a 2 story podium
- Building D3 - 1 story retail Kiosk building
- Approximately 27,110 total GSF retail
- Approximately 347 units including 6 townhouses
- 423 subterranean parking stalls; 29 surface parking stalls; and 15 on-street parking stalls

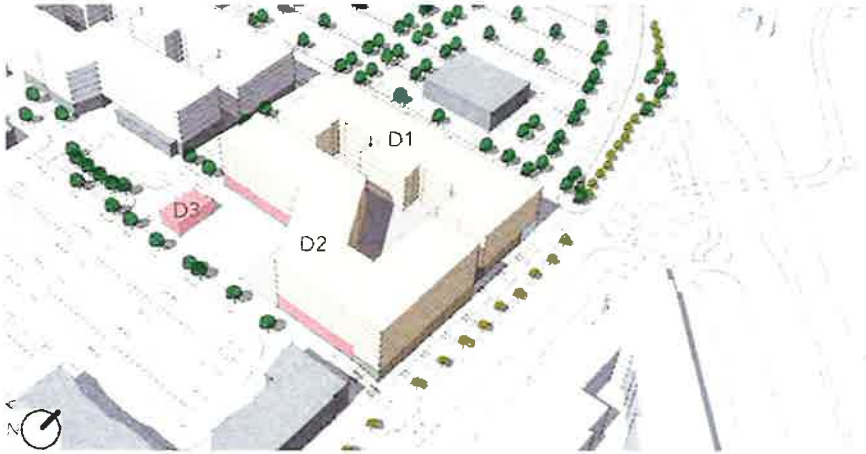
Overview

Buildings D1 and D2 are separate residential buildings that share a subterranean parking garage and a residential amenity courtyard located between the buildings. The buildings are located in the northeastern portion of the project site south of N 156th and between C Street and Westminster Way N.

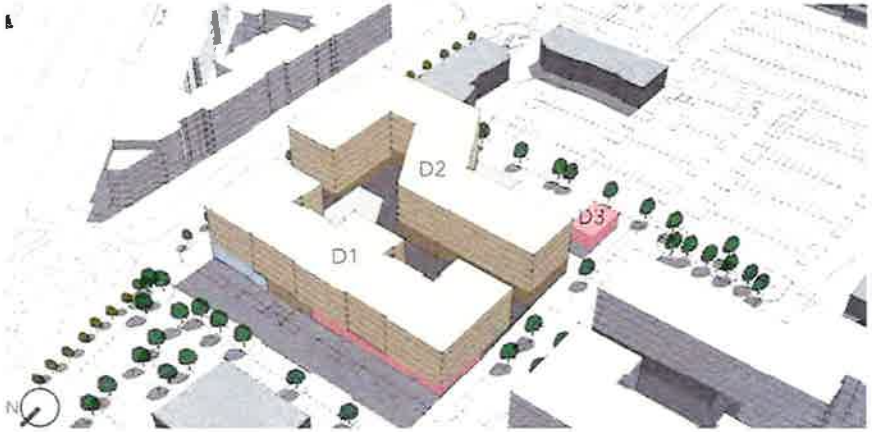
Residents and guests will access the buildings through a shared residential courtyard from C street and from the common area situated between Building D2 and the Block E parking. Access to the common area will also provide residents and guests with immediate access to the center's amenities and services, as well as bicycle and transit system connections on the easterly boundary of the center along Highway 99. Automobiles access the parking garage from N 157th on the north side of the site.

Building D3 is a single story retail Kiosk building located adjacent to the common area between Building D2 and the Block E parking. Customers will access the Kiosk store from the common area, the adjacent parking area, and the pedestrian path that connects to the two retail buildings to the south - Buildings E1 and E2. There is also a pedestrian connection at Westminster Way N, with newly constructed crosswalks, providing access to the bicycle and transit system connections on the easterly boundary of the center and the proposed residential project east of Westminster Way N. Parking is provided in a parking lot to the south.

Site Key



Northwest Perspective View

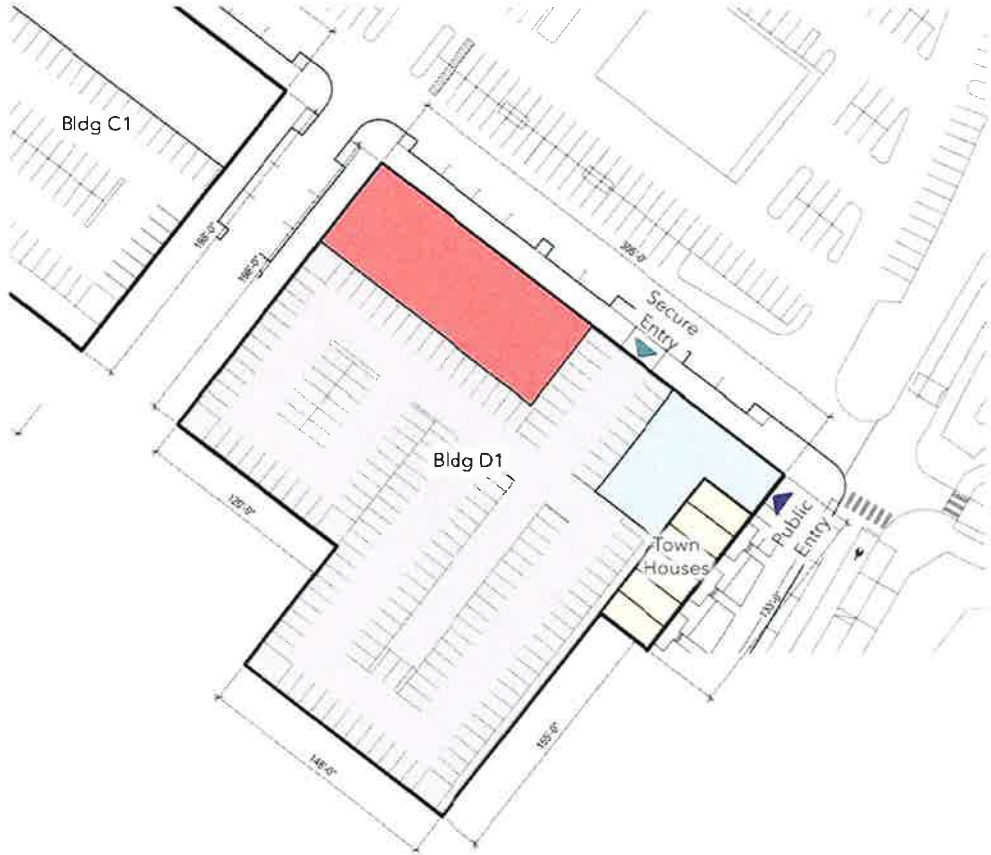


Southeast Perspective View

ORIGINAL

Block D | Lower Ground Level Plan

- Retail
- Residential
- Corridors
- Lobby/Amenity
- Parking
- Pedestrian Entrance
- Vehicular Entrance



Site Key

N
0' 30' 60'
Scale: 1" = 60'-0"

ORIGINAL

Block D | Upper Ground Level Plan

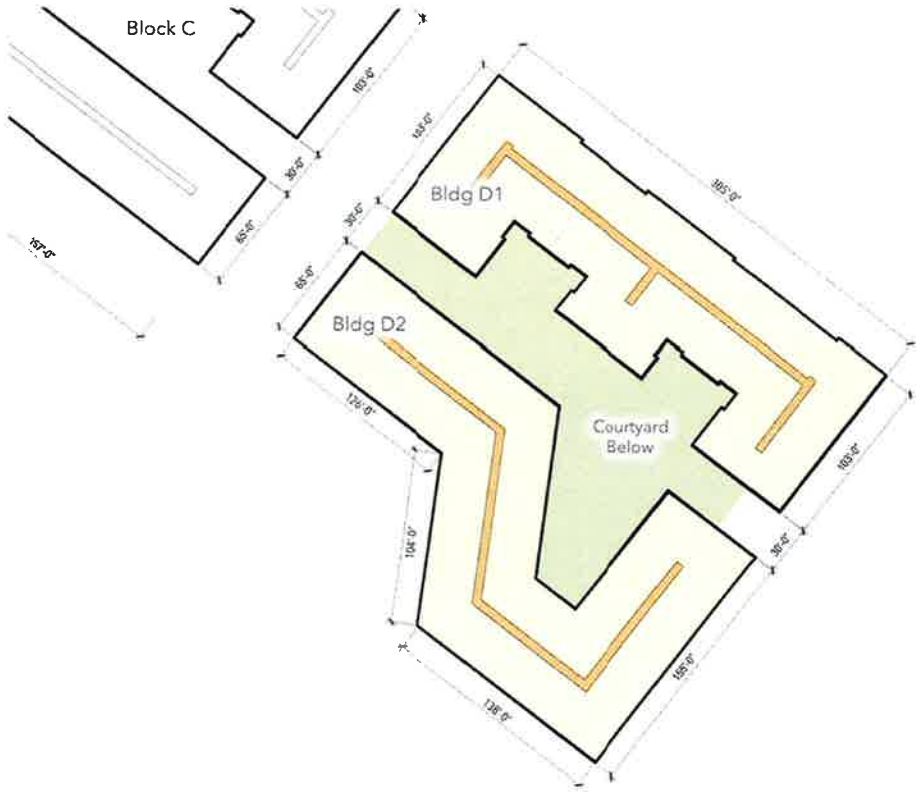
- Retail
- Residential
- Corridors
- Lobby/Amenity
- Parking
- Pedestrian Entrance
- Vehicular Entrance

Site Key

ORIGINAL

Block D | Typical Upper Level Plan

- Residential
- Corridors / Support



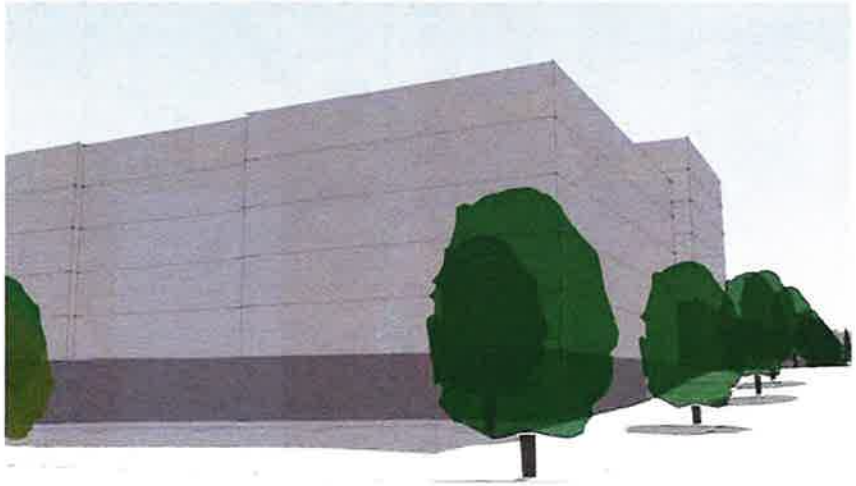
Site Key

N

0 30' 60'
Scale: 1" = 60'-0"

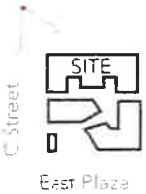
ORIGINAL

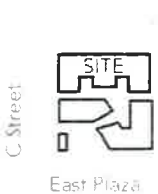
Block D | Massing Perspectives



Ground Level Perspective View Looking South

Ground Level Perspective View Looking Southwest





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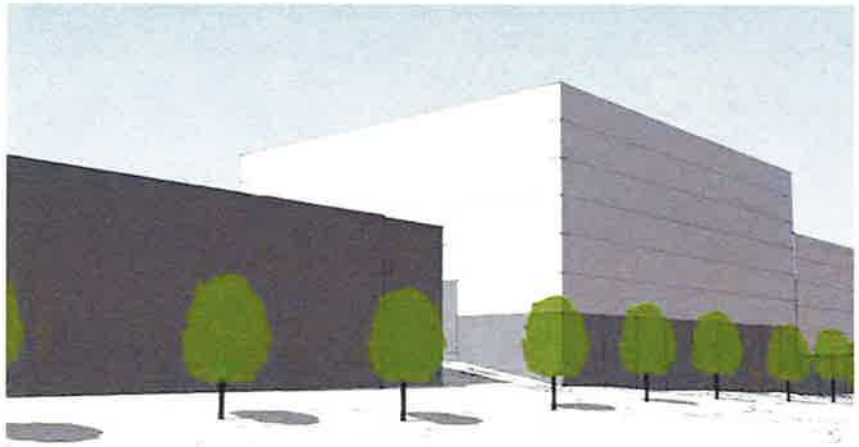
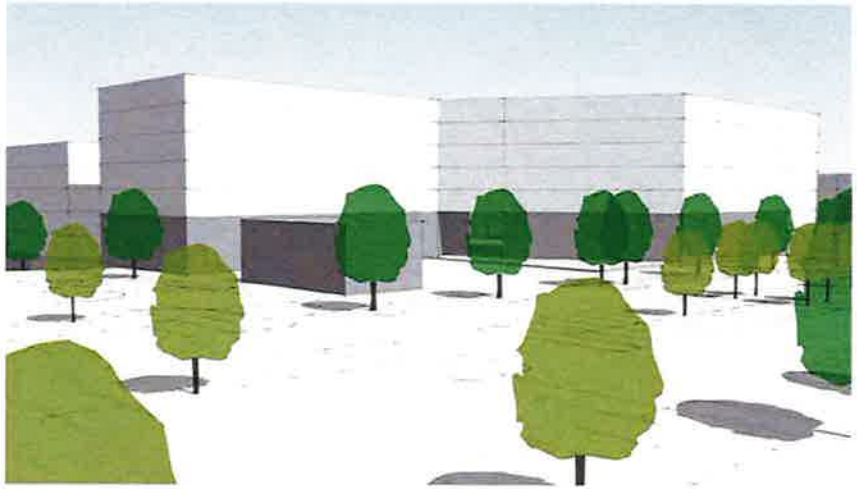
Block D | Massing Perspectives



Ground Level Perspective View Looking Northwest



Ground Level Perspective View Looking Northeast

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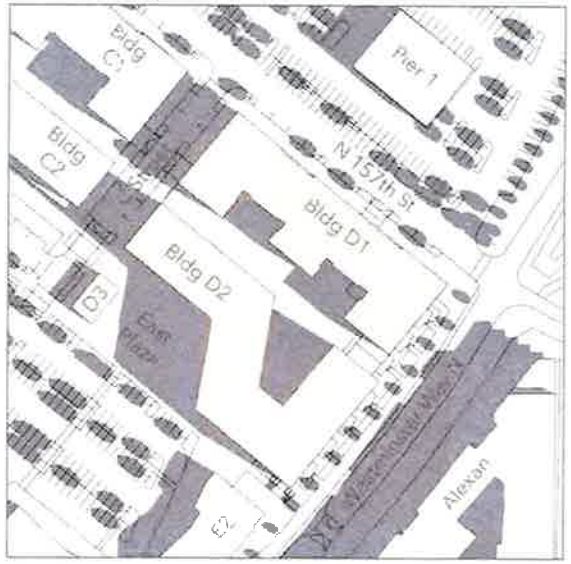
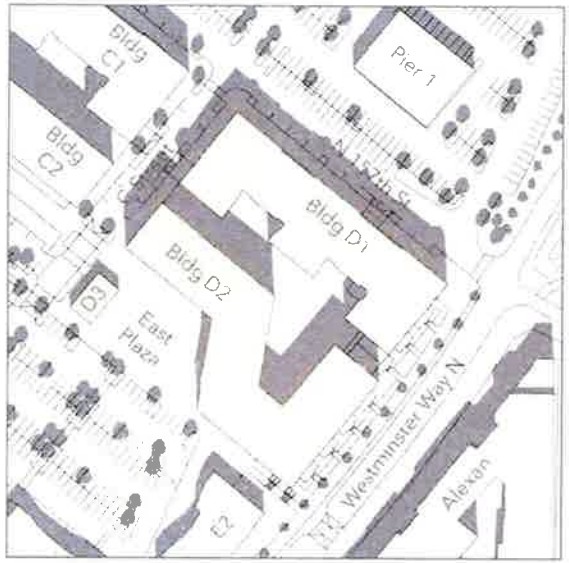
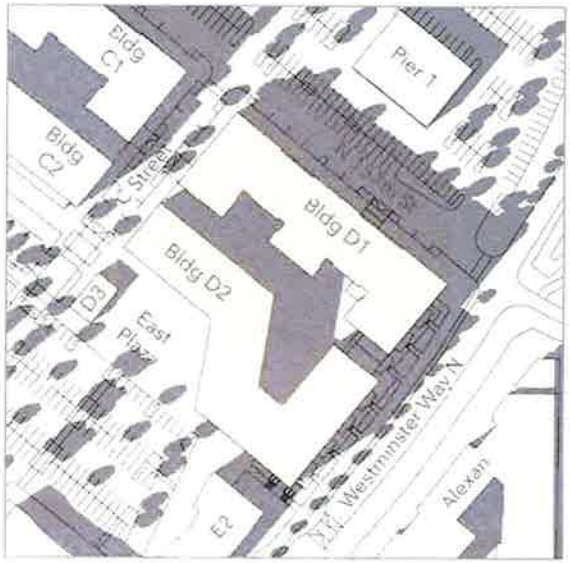
Block D | Sun & Shadow Analysis



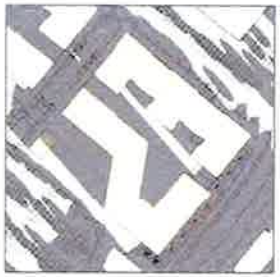
March/September 21st at 09:00 am



March/September 21st at 12:00 pm



March/September 21st at 03:00 pm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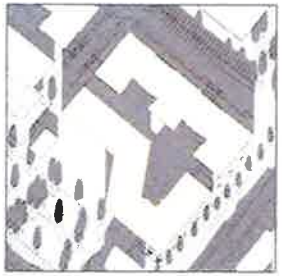
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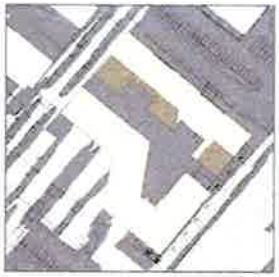
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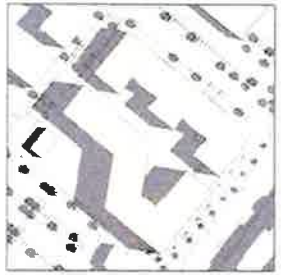
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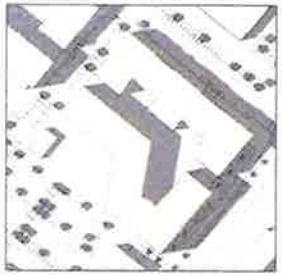
June 21st at 12:00 pm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Block E Design

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Block E | Overview & Perspectives

Summary

- Building E1 – 1 story retail building
- Building E2 – 1 story retail building
- Approximately 16,330 total GSF retail
- 154 surface parking stalls

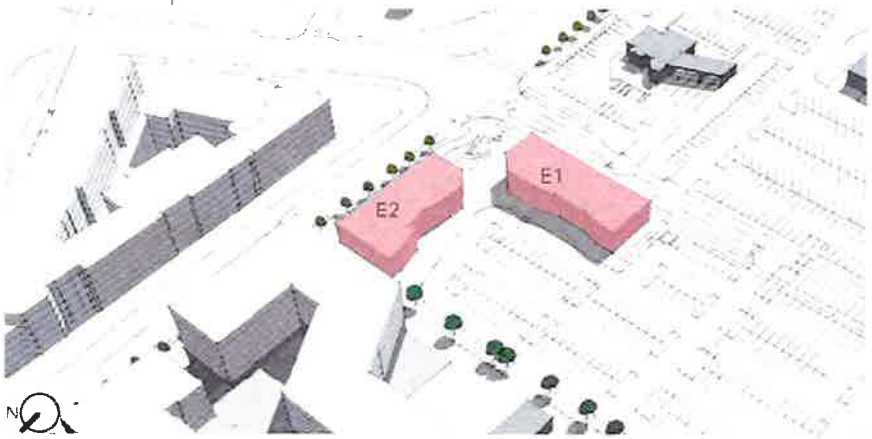
Overview

Buildings E1 and E2 are separate retail buildings that share a pedestrian path / plaza connecting to the common area to the north and with a parking area to the north and west of the buildings. The buildings are located on the easterly portion of the project site adjacent to Westminster Way N and N 155th Street. The pedestrian path / plaza also provides new two connections to Westminster Way N. Crosswalks will be constructed to provide access to the bicycle and transit system connections on the easterly boundary of the center along Highway 99, and the proposed residential project east of Westminster Way N.

Parking is provided in the shared parking lot to the south and west of the buildings, which is served by the main driveway from N 155th Street off Westminster Way N, C Street to the north and N 156th Street to the northwest.

Site Key

Northwest Perspective View

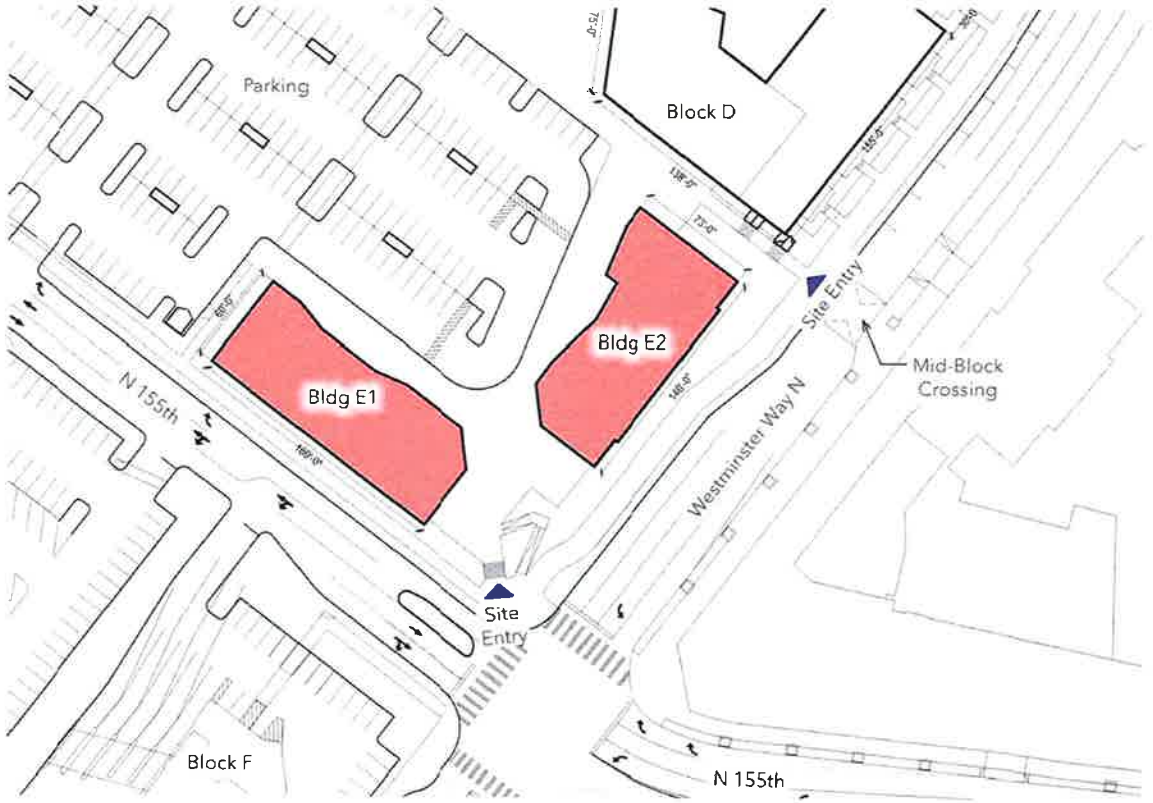


Southeast Perspective View

ORIGINAL

Block E | Upper Ground Level Plan

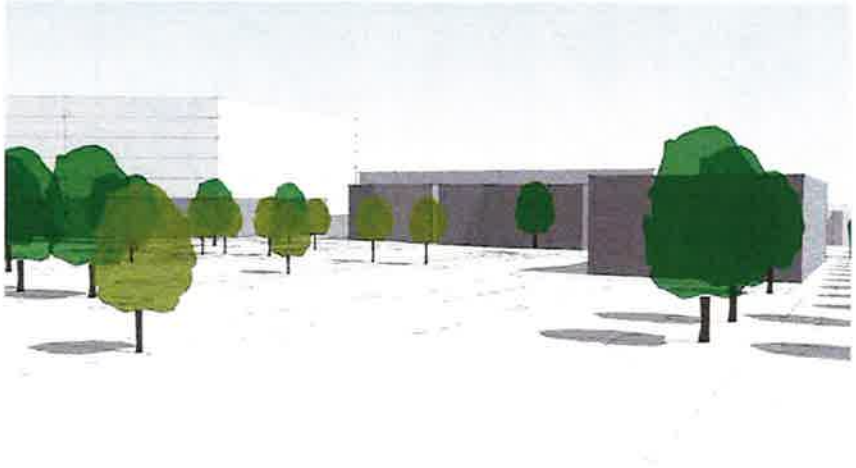
- Retail
- Residential
- Corridors
- Lobby/Amenity
- Parking
- Pedestrian Entrance
- Vehicular Entrance



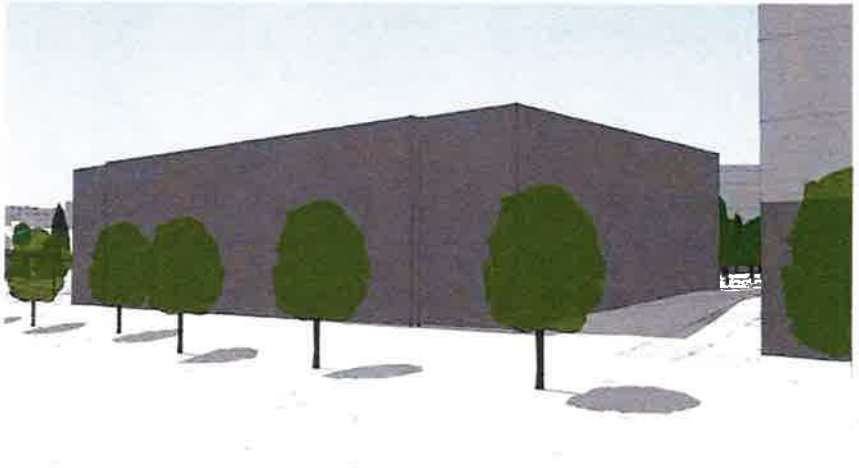
Site Key

ORIGINAL

Block E | Massing Perspectives



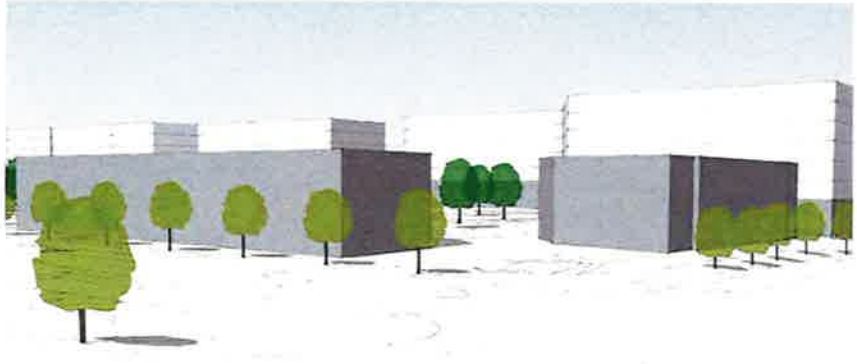
Ground Level Perspective View Looking East



Ground Level Perspective View Looking West

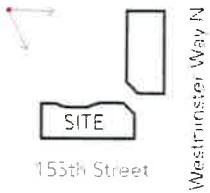
ORIGINAL

Block E | Massing Perspectives



Ground Level Perspective View Looking North

Ground Level Perspective View Looking Southeast



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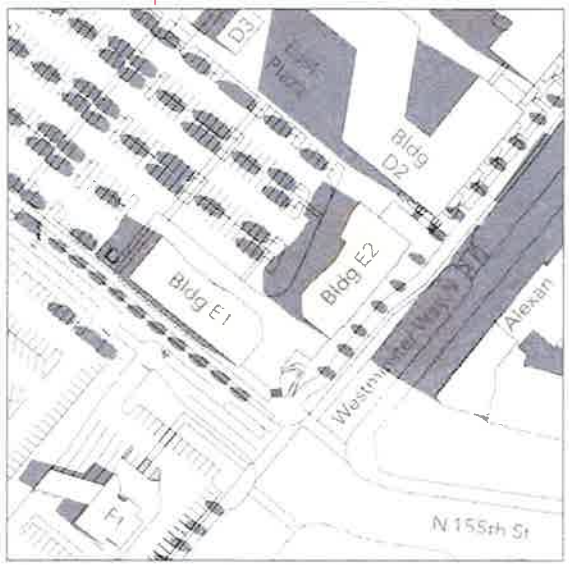
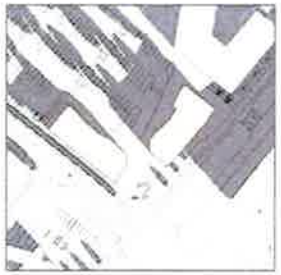
Block D | Sun & Shadow Analysis



March/September 21st at 09:00 am

March/September 21st at 12:00 pm

March/September 21st at 03:00 pm



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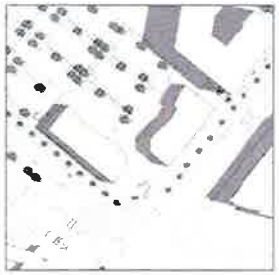
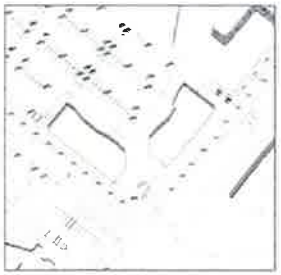
December 21st at 12:00 pm

December 21st at 03:00 pm



June 21st at 09:00 am



June 21st at 12:00 pm

June 21st at 03:00 pm

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LANDSCAPE ARCHITECTURE DESIGN

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ILLUSTRATIVE SITE PLAN

ORIGINAL

Westminster Way | Enlarged Plan

Gateway

A gateway to the plaza at a major corner and entry point to the site is visible in both pedestrian and vehicular modes and accessible to visitors of all abilities.

- Terraces flanking the entry stair/ramp and widened sidewalk serve as a way-finding element into the project. Architectural elements could be used to further define this prominent corner.
- Interior park/publicly accessible space is visible from the property edges.
- Street and right-of-way improvements include road connections through the site, urban pathways, bulb-outs for traffic calming, etc.
- New planting improvements will be consistent with project sustainability goals and new development plans.
- New street trees will be planted along the improved roadway for shade, way-finding, and to create a pedestrian-friendly corridor.
- Street and pedestrian scale lights will be integrated along the street edge to create a safe environment and keep the space active into the evening hours.
- Porous edge facilitates interaction between the street and site.
- Buildings and residential stoops are wrapped in green while preserving clear access and sight lines to the interior of the complex. A shared bike and pedestrian path provides circulation.

Enlarged Plan

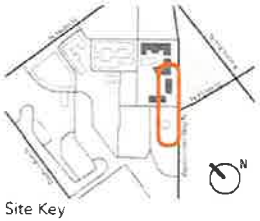
Retail Terraces

Porches

Sidewalk Edge

Stairways

Varied Paving



Site Key

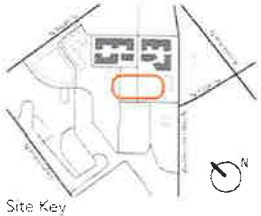
ORIGINAL

Pedestrian Plazas | Enlarged Plan

East Plaza and West Plaza

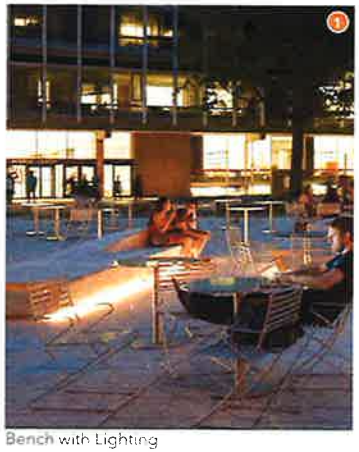
Conjoined plazas at the hub of the project's public space are designed to be an active, vibrant pedestrian zone. Their central position, between buildings and adjacent to parking, is a key location for way-finding and facilitates circulation between uses.

- The plazas provide respite and recreation for project residents and retail shoppers. They offer space for gatherings and events, such as farmers' markets, musical performances, and art festivals.
- Broad sidewalks are spacious enough to accommodate multiple streams of visitors, residents, and shoppers. They provide clear access to commercial fronts while being buffered from vehicle access areas by fixed and planted elements.
- Lawn spaces and a gentle water feature are provided for gathering and restoration. They also create a clear separation between vehicular and pedestrian-only areas. Turf areas provide for ease of maintenance and receptiveness to regular active use by pedestrians and residents, such as for sun bathing, dog play, children's play, and urban picnicking.
- Treated pavement through this area indicates a slow, pedestrian-friendly zone. Frequent placement of crosswalks and a curved road alignment reinforces the traffic-calming message.
- Trees provide shade relief, define spaces, enhance the architecture, reduce heat island effects, and provide visual interest.



Site Key

Enlarged Plan

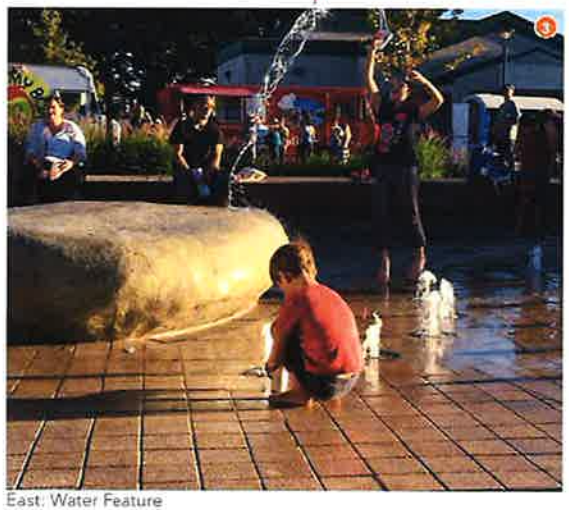


Bench with Lighting

West: Shared Street

ORIGINAL

Pedestrian Plazas | Character Images


East: Water Feature

Integrated Seating

East: Kiosk Retail

Metal Planters

East: Movable Furniture

East: Flexible Plaza Space

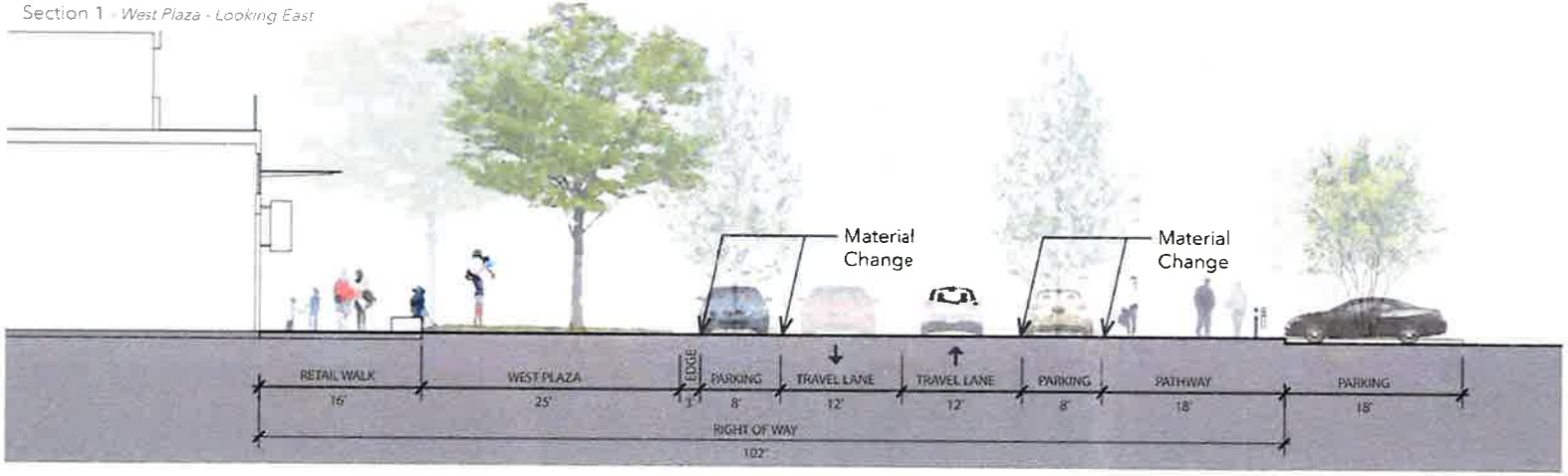
Lawn

Plaza Walkways

ORIGINAL

Pedestrian Plazas | Street Sections

Section 1 - *West Plaza - Looking East*



Section 2 - *East Plaza - Looking East*

ORIGINAL

Community Open Space & Dog Run | Enlarged Plan

Architecture + Recreation

This recreational area at the architectural focal point of the project is the natural terminus of the long, clear sight lines from the northeast and southeast access roads and linear plazas. It is intended to enhance the architecture while providing a park-like space for gathering and activity.

- Wide planters and trees on three sides define a room-like area, providing separation from the vehicle and residential access corridors to the northwest and southwest.
- The sloped turf area adds a note of dynamic interest and play to the site.
- An enclosed dog run is provided adjacent to but separate from the human play area.
- Trees are used on the hill as feature elements complementing the architecture. Other trees are used at the perimeter and are predominantly short statured species in order to preserve sight lines. Vegetation buffers adjacent commercial loading zone.

Enlarged Plan

Park / Play Space

Integrated Seating

Site Key

Dog Run

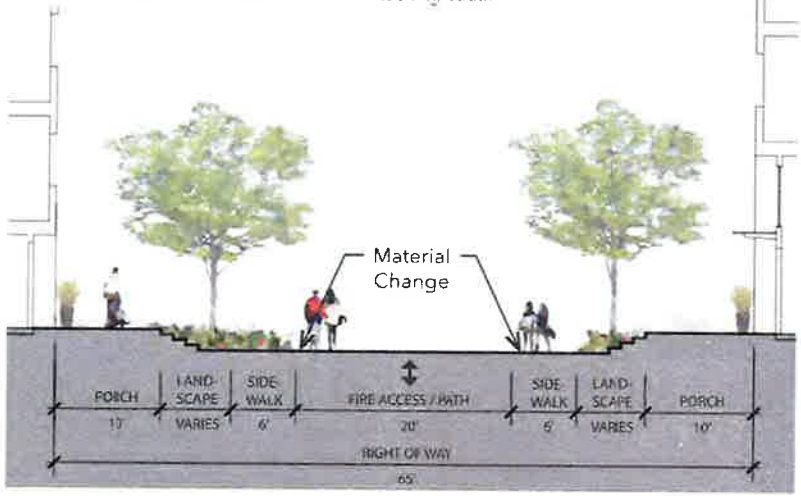
Parking Court

Pedestrian Scale Streets

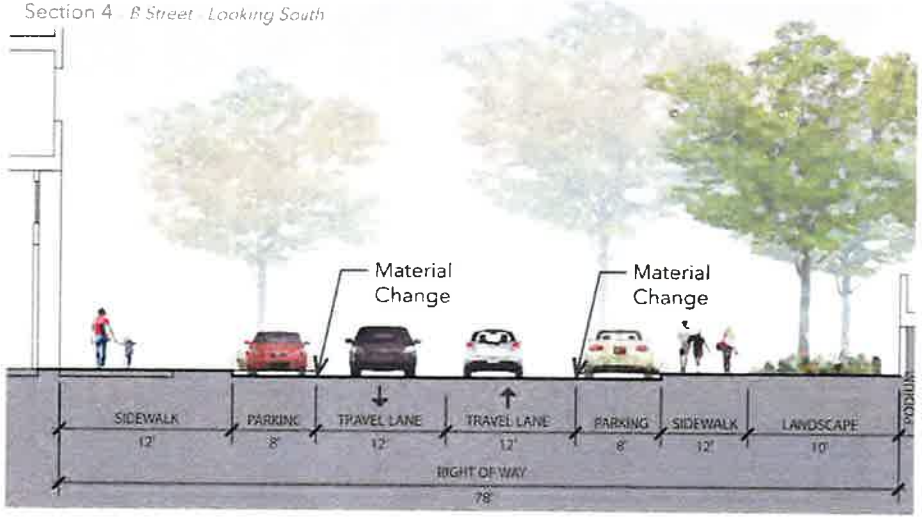
ORIGINAL

Block A Promenade & Typical Pedestrian Streets | Street Sections

Section 3 *Fire Access / Pedestrian Path - Looking South*



Section 4 *B Street - Looking South*



Shared Street

Residential Shared Street

Pedestrian Spaces

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CIVIL & TRAFFIC

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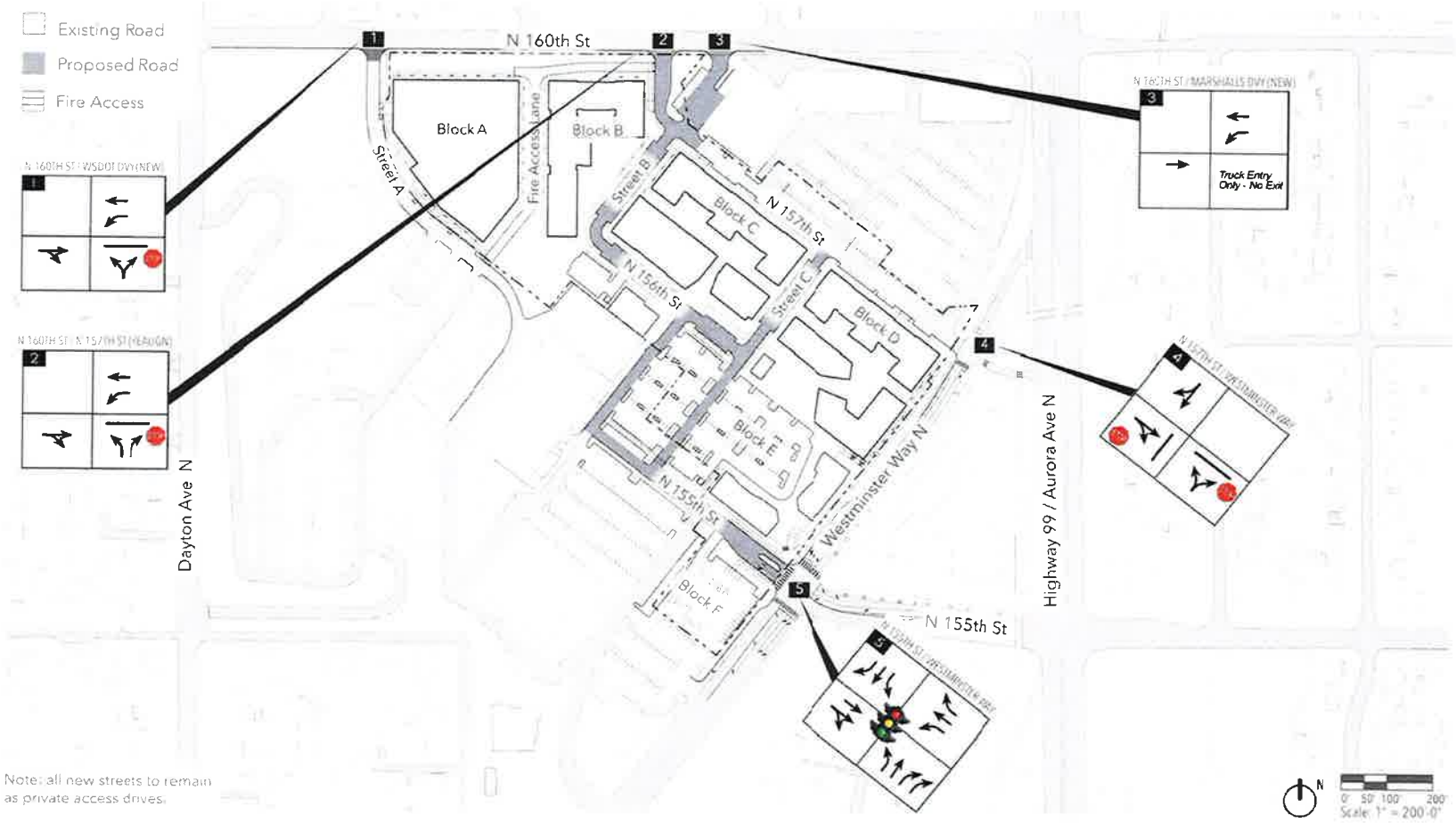
Road Plan Overall



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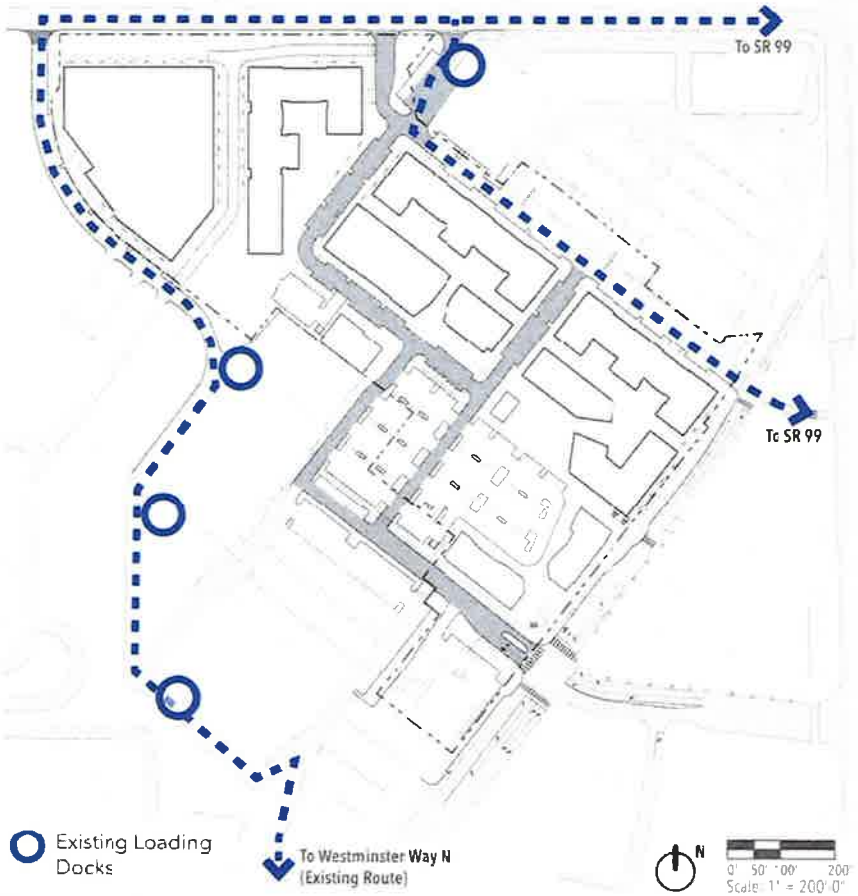
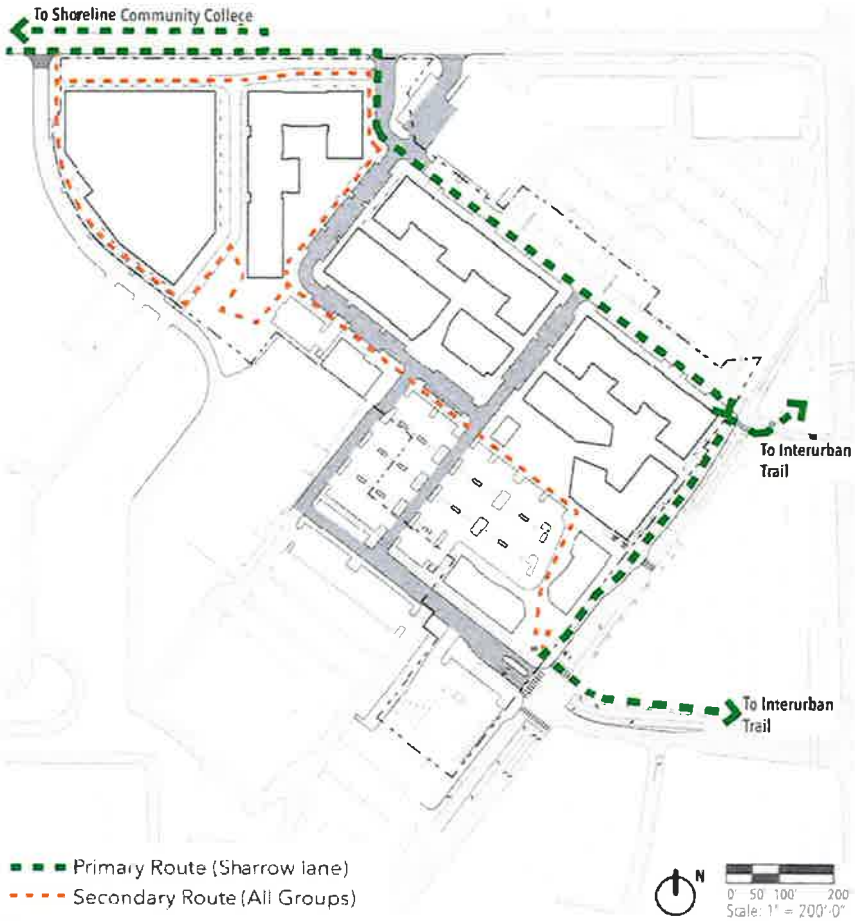
On-Site Circulation Routes



Truck Route for Adjacent Tenants (WB 62



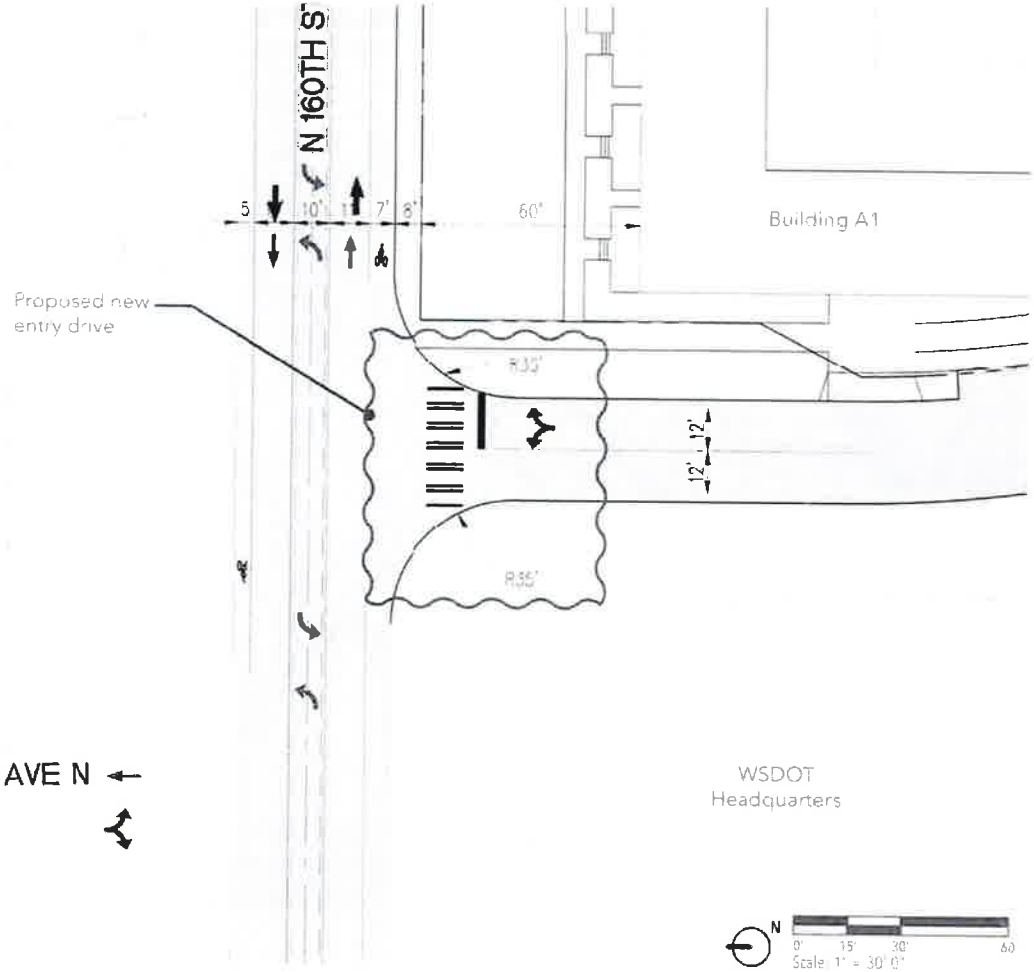
Bicycle Routes

ORIGINAL

Proposed New Entry Drive at N 160th & WSDOT

New WSDOT Driveway

Multiple egress driveways from WSDOT's campus are provided directly onto Dayton. As such, a single lane egress at this relocated driveway that serves WSDOT's campus, truck circulation to existing anchor tenant retailers, and a portion of a single residential building within Shoreline Place. A wider curb radius is proposed to accommodate larger wheel based trucks. The driveway would be located offset from an opposing cul de sac roadway, however, it would be constructed at-grade to N 160th Street, avoid major utility conflicts, and maximize available entering sight distance.



Site Key

ORIGINAL

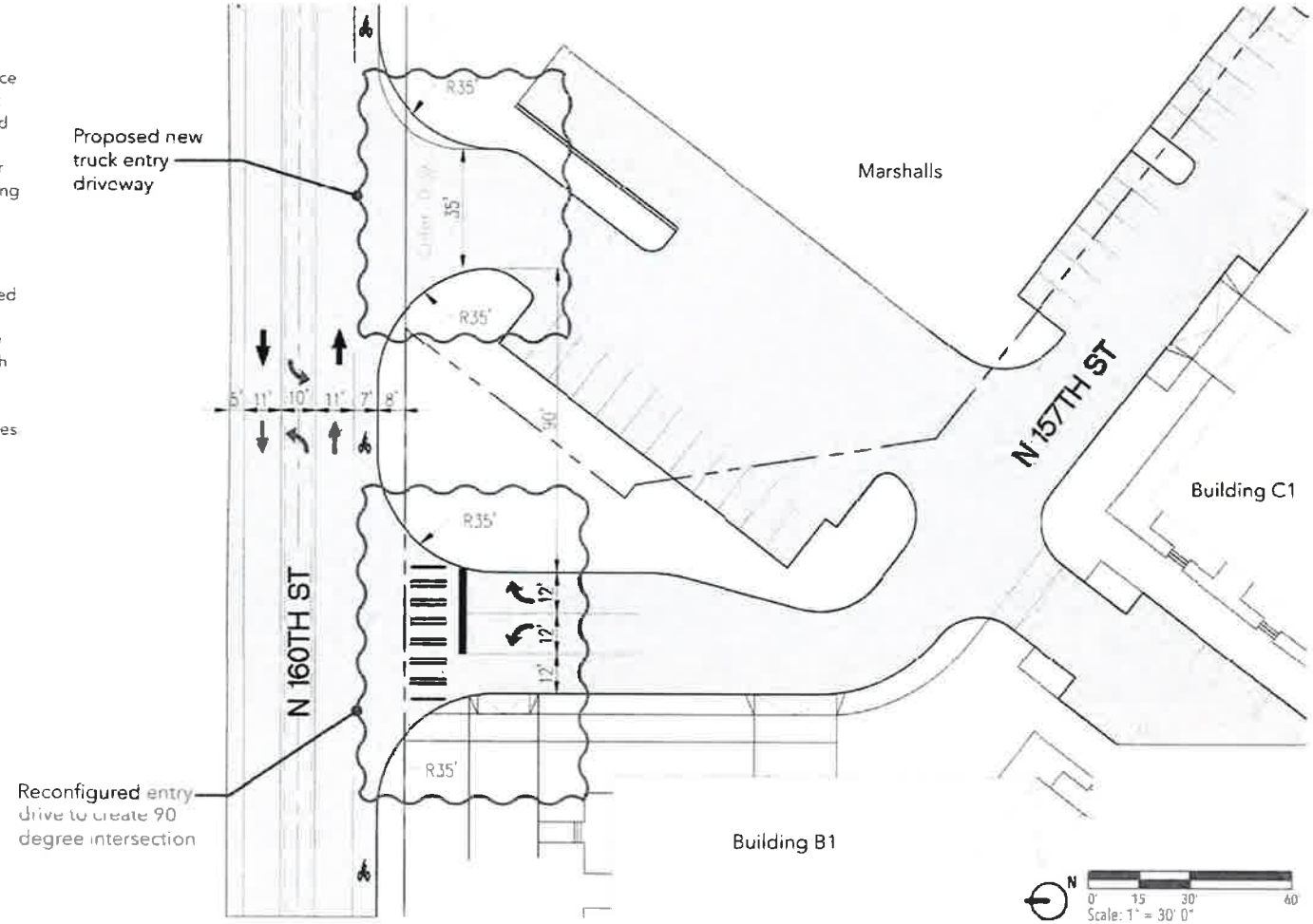
Proposed Entry Modifications at N 160th Street & 157th

New Shoreline Place Driveway

This driveway would serve all residential garages as well as lower/upper retail surface parking lots. Separate egress lanes for left and right turning movements are proposed to minimize vehicle queuing exiting the site and has be realigned to provide better geometric conditions and maximize entering sight distance.

New Marshal's Entry

A new truck enter-only driveway is proposed to serve the existing loading dock at the adjacent Marshal's building to avoid safety conflicts with backing truck maneuvers with vehicles, pedestrians, and bicycle traffic demand at th s location generated by Shoreline Place and other existing retail uses.



Site Key

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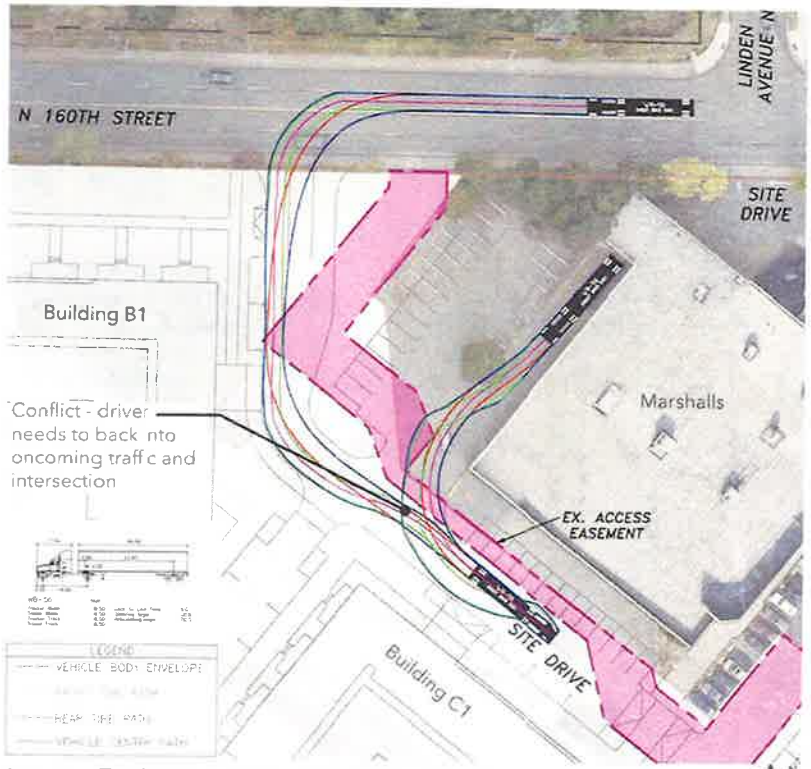
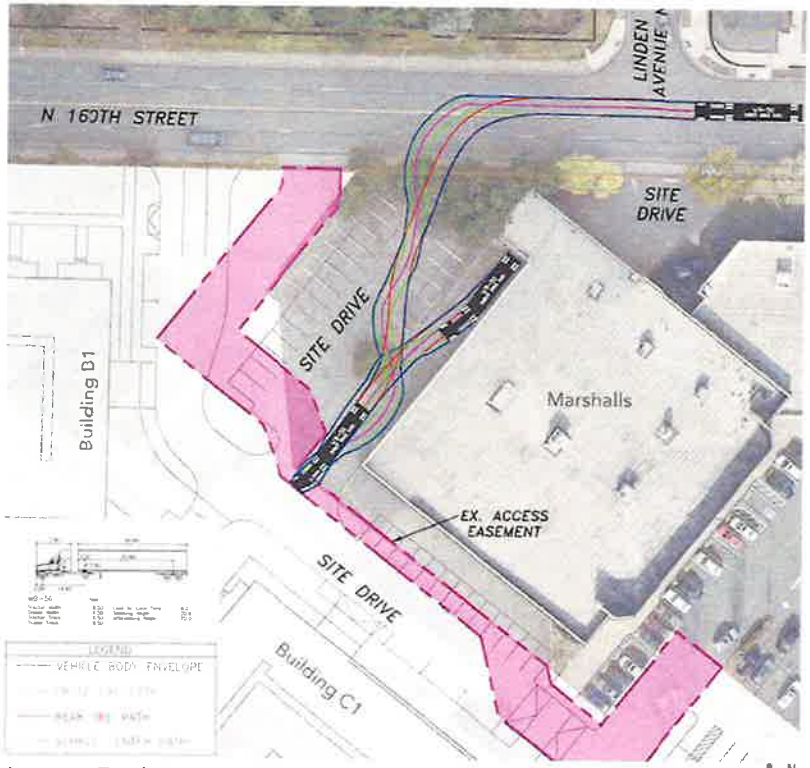
Marshalls Delivery Truck Route Analysis



Autoturn Truck Route without New Entry (WB-50)



Autoturn Truck Route with New Entry (WB-50)

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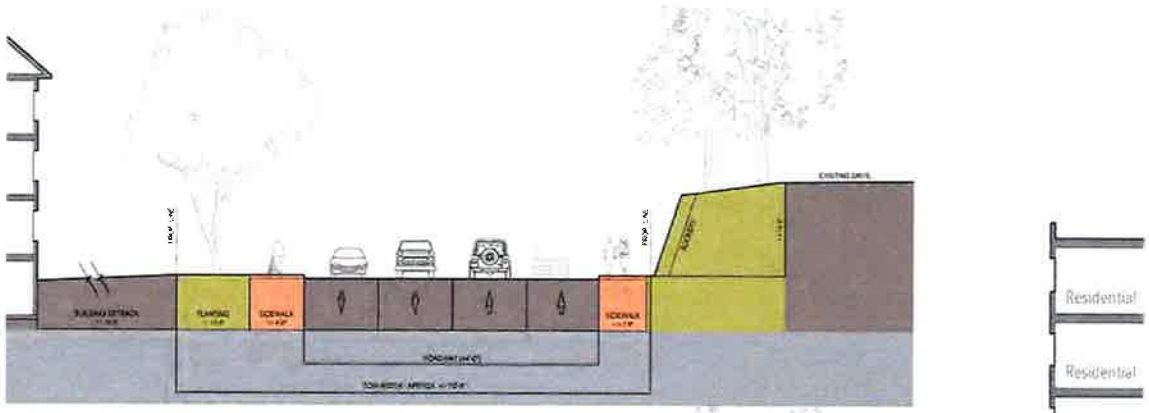
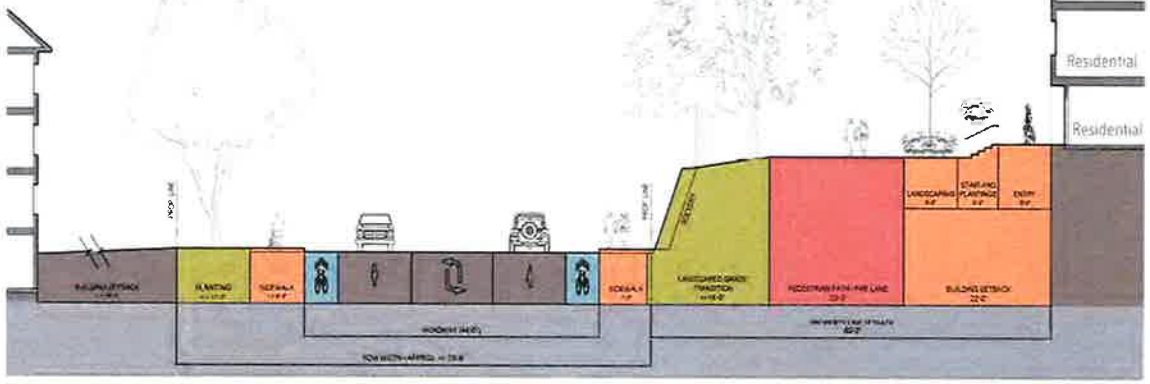
ROW Frontage Improvements Sections at 160th St

Existing N 160th Street looking East



Existing N 160th Street @ Building B1

Site Key



Proposed N 160th Street @ Building B1

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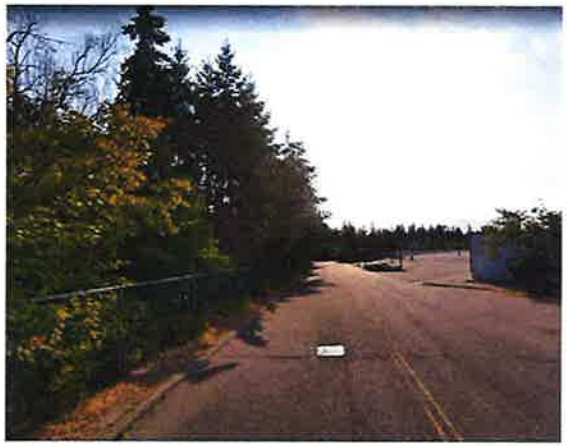
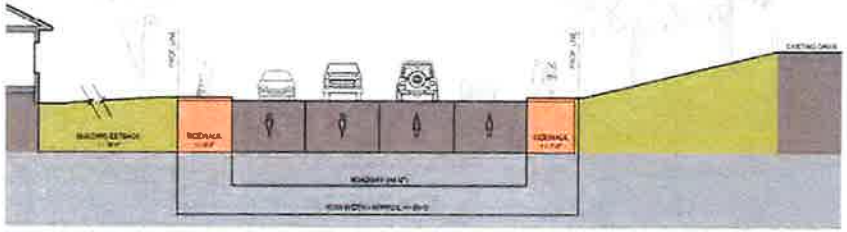
ROW Frontage Improvements Sections at 160th St

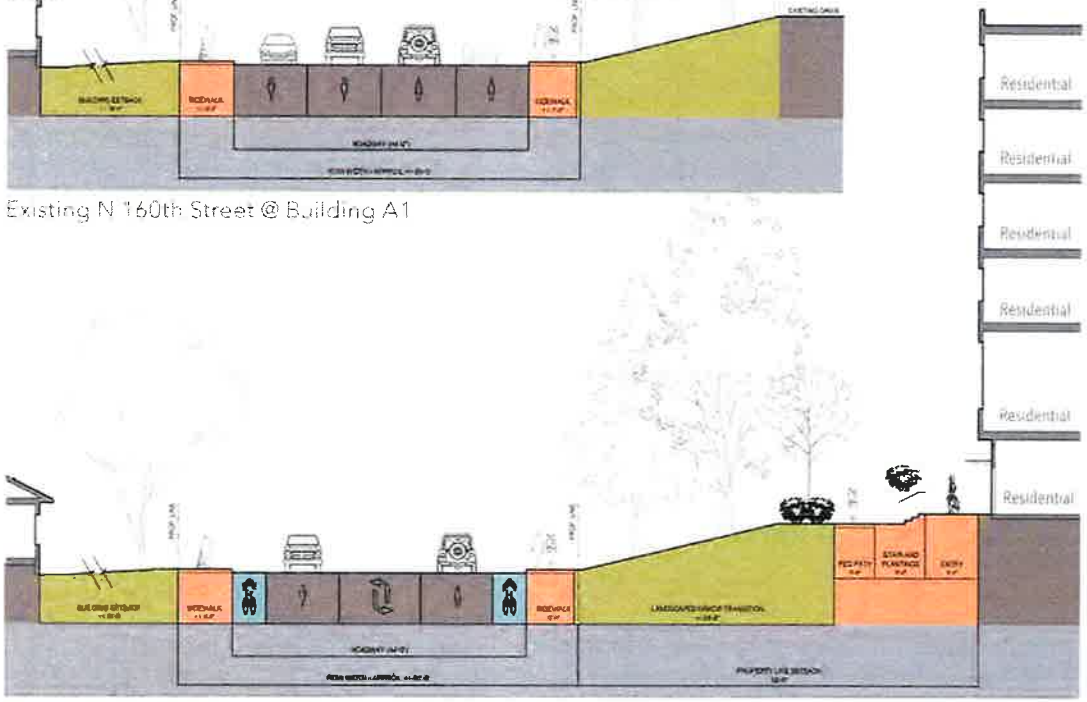


Existing Private Drive along 160th Looking East



Existing N 160th Street @ Building A1

Site Key



Proposed N 160th Street @ Building A1

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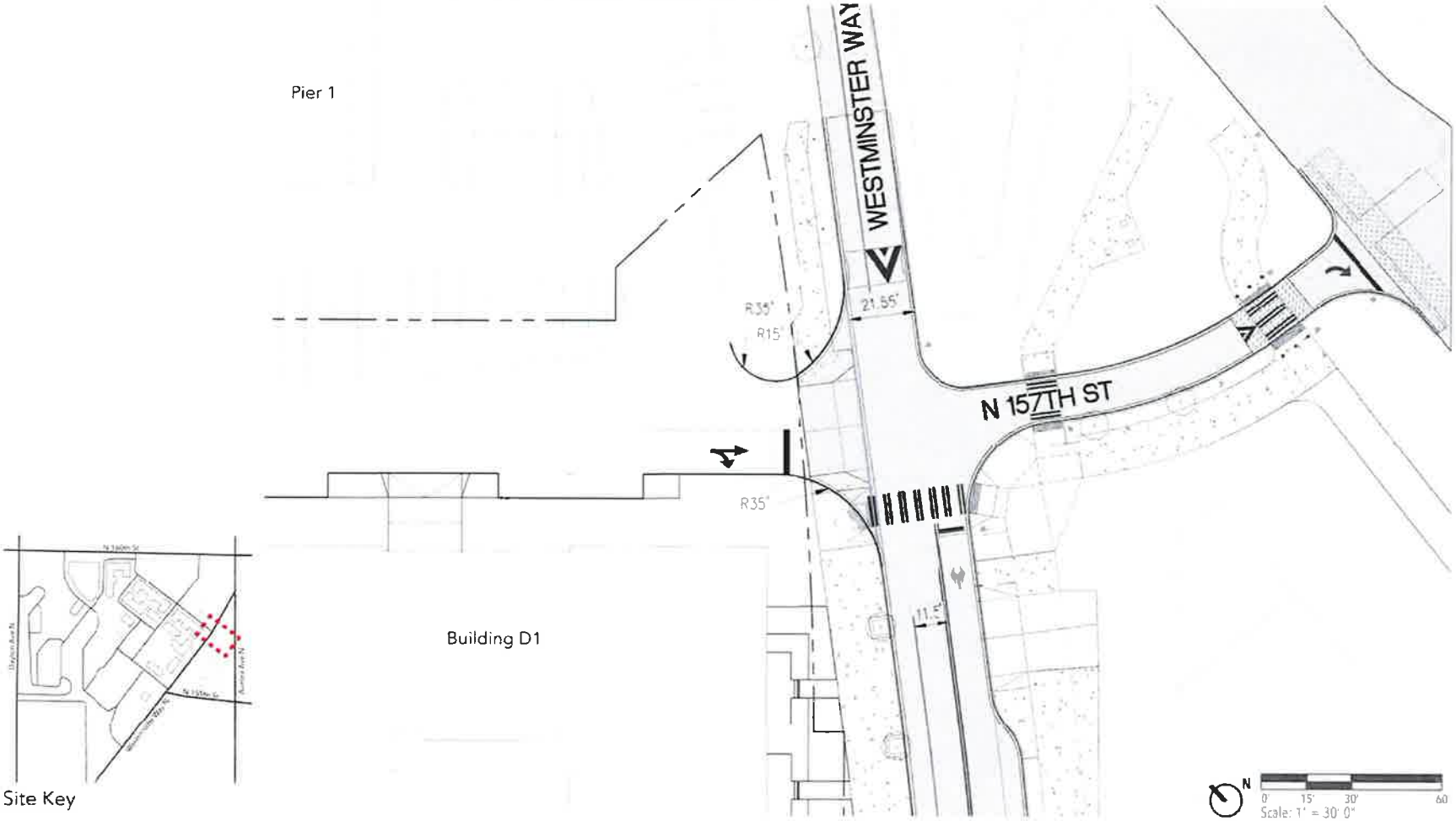
Existing Entry Drive at N 157th Street & Westminster Way



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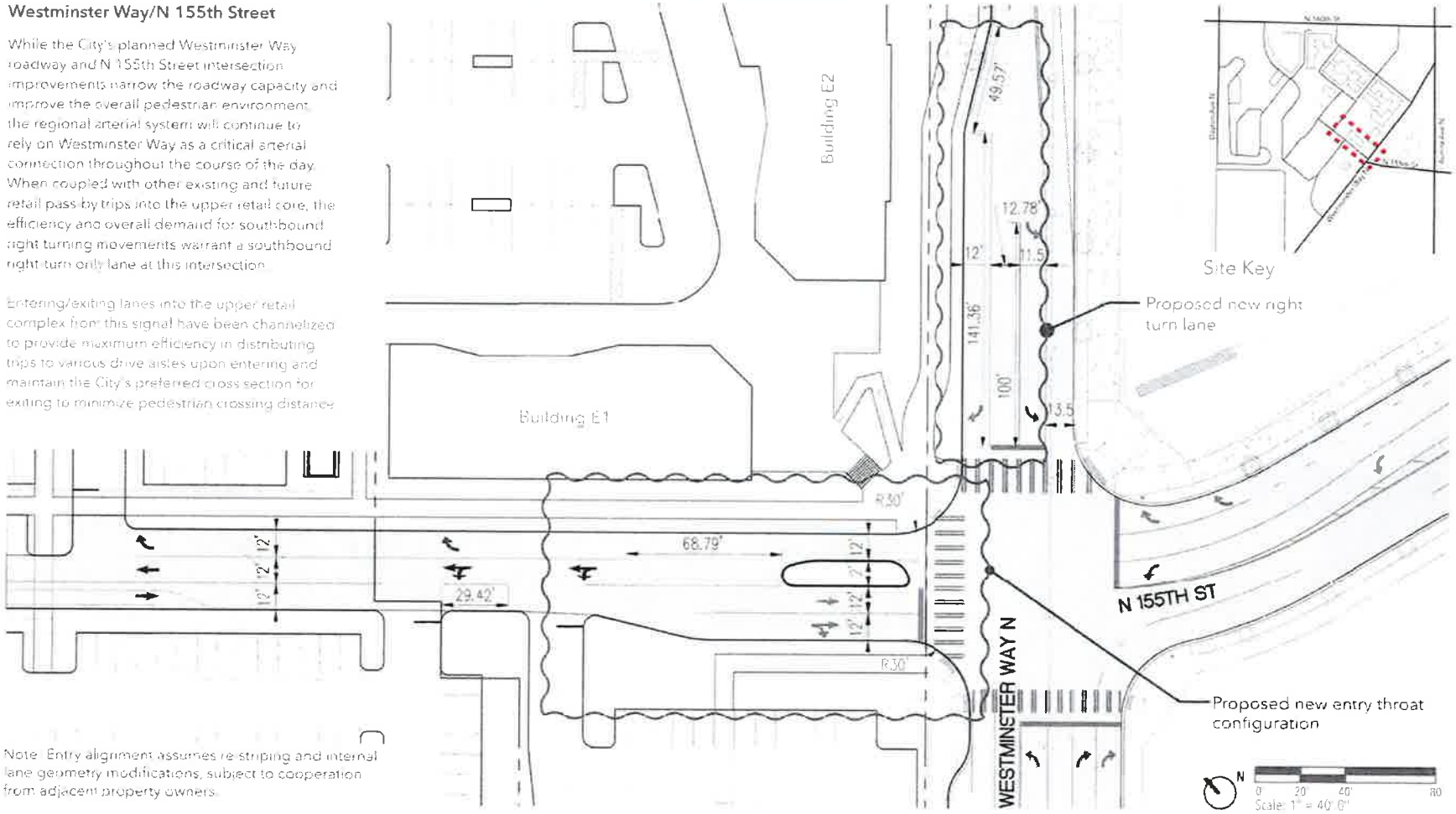
Proposed Entry Modifications at N 155th Street & Westminster Way

Westminster Way/N 155th Street

While the City's planned Westminster Way roadway and N 155th Street intersection improvements narrow the roadway capacity and improve the overall pedestrian environment, the regional arterial system will continue to rely on Westminster Way as a critical arterial connection throughout the course of the day. When coupled with other existing and future retail pass-by trips into the upper retail core, the efficiency and overall demand for southbound right turning movements warrant a southbound right turn only lane at this intersection.

Entering/exiting lanes into the upper retail complex from this signal have been channelized to provide maximum efficiency in distributing trips to various drive aisles upon entering and maintain the City's preferred cross section for exiting to minimize pedestrian crossing distance.



Note: Entry alignment assumes re-striping and internal lane geometry modifications, subject to cooperation from adjacent property owners.

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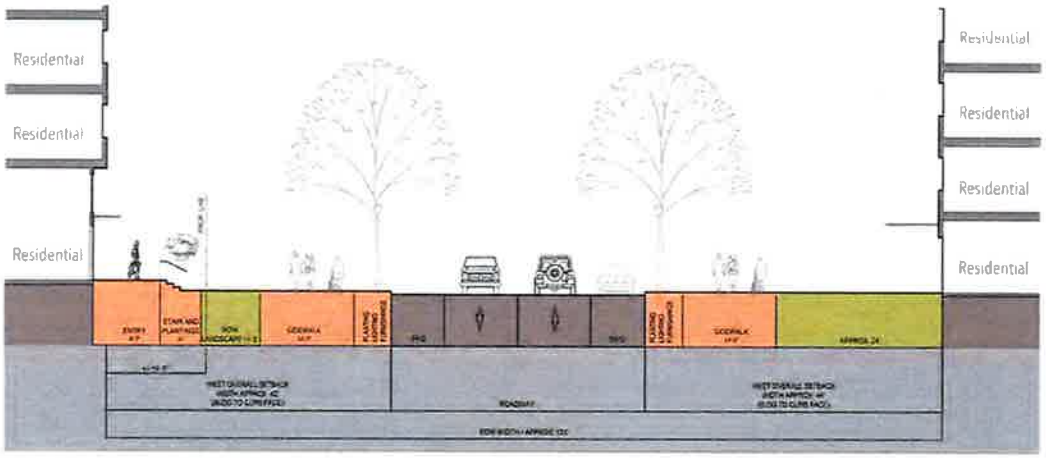
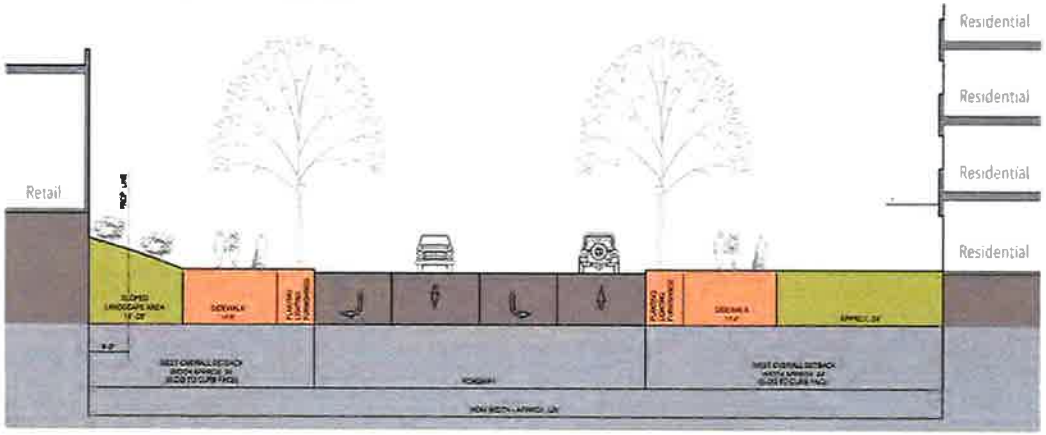
ROW Frontage Improvements Sections

Existing Westminster Way N Looking East



Westminster Way N @ Building D1

Site Key



Westminster Way N @ Building E2

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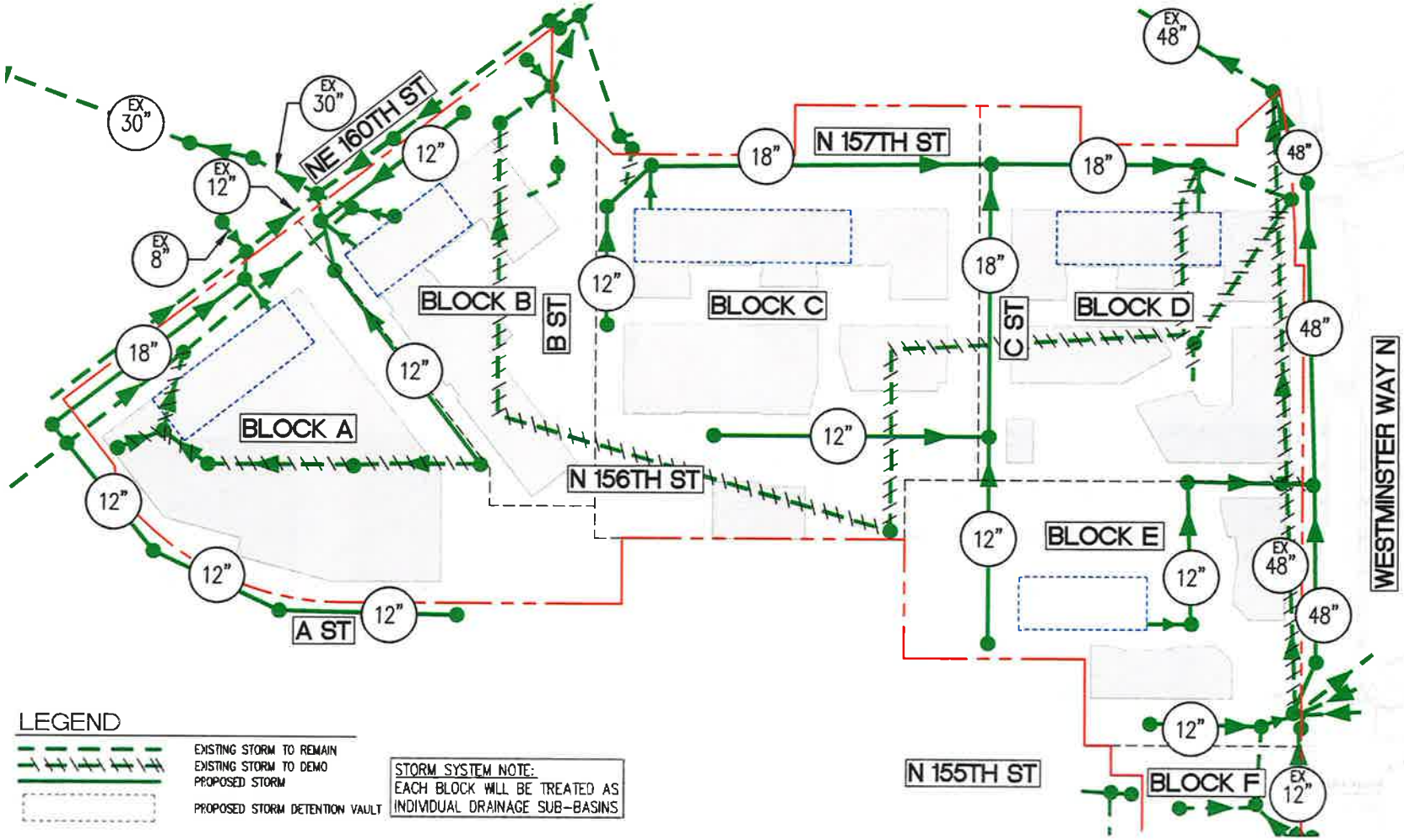
Conceptual Stormwater Utility Plan



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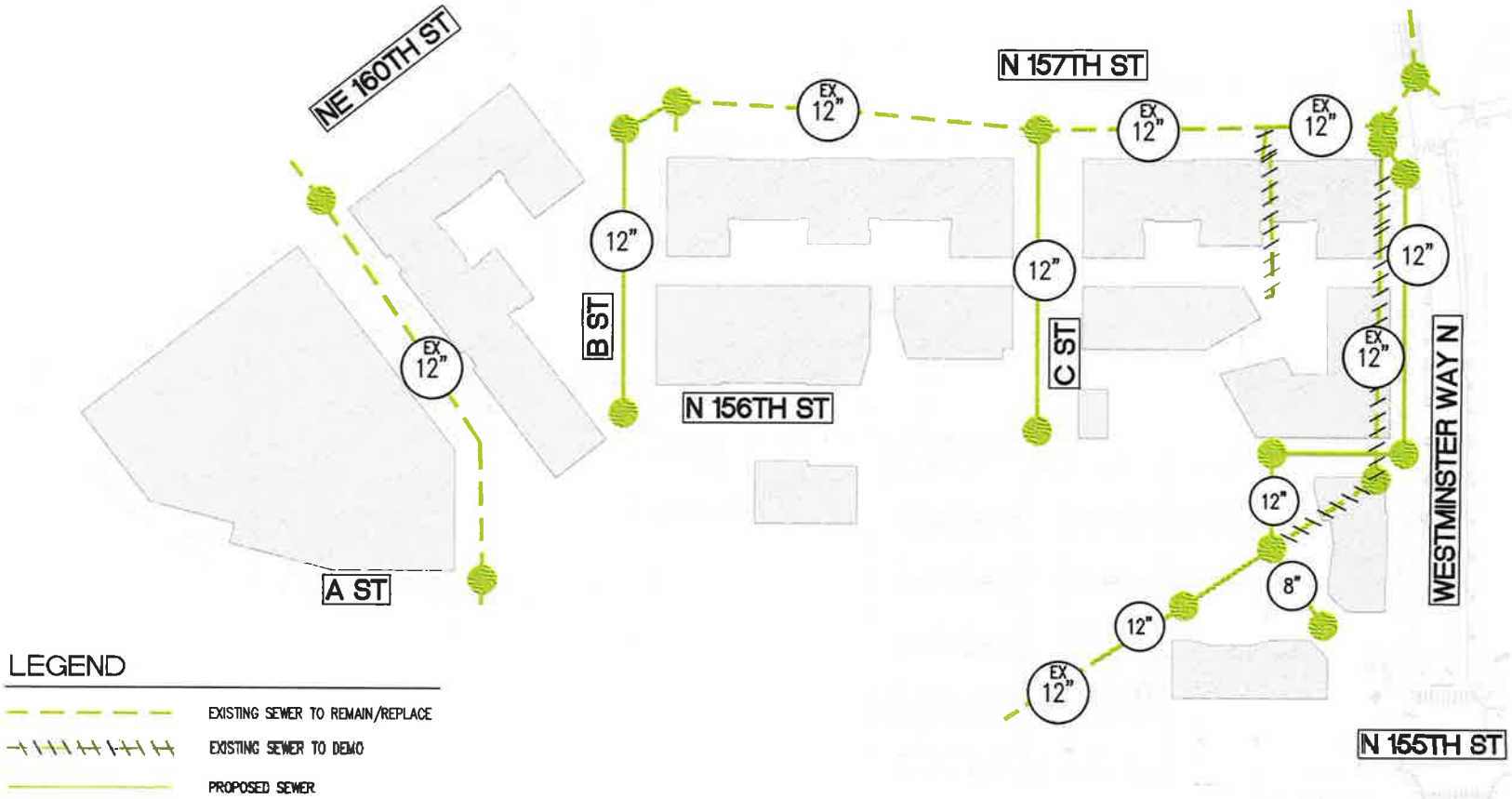
Conceptual Sewer Utility Plan



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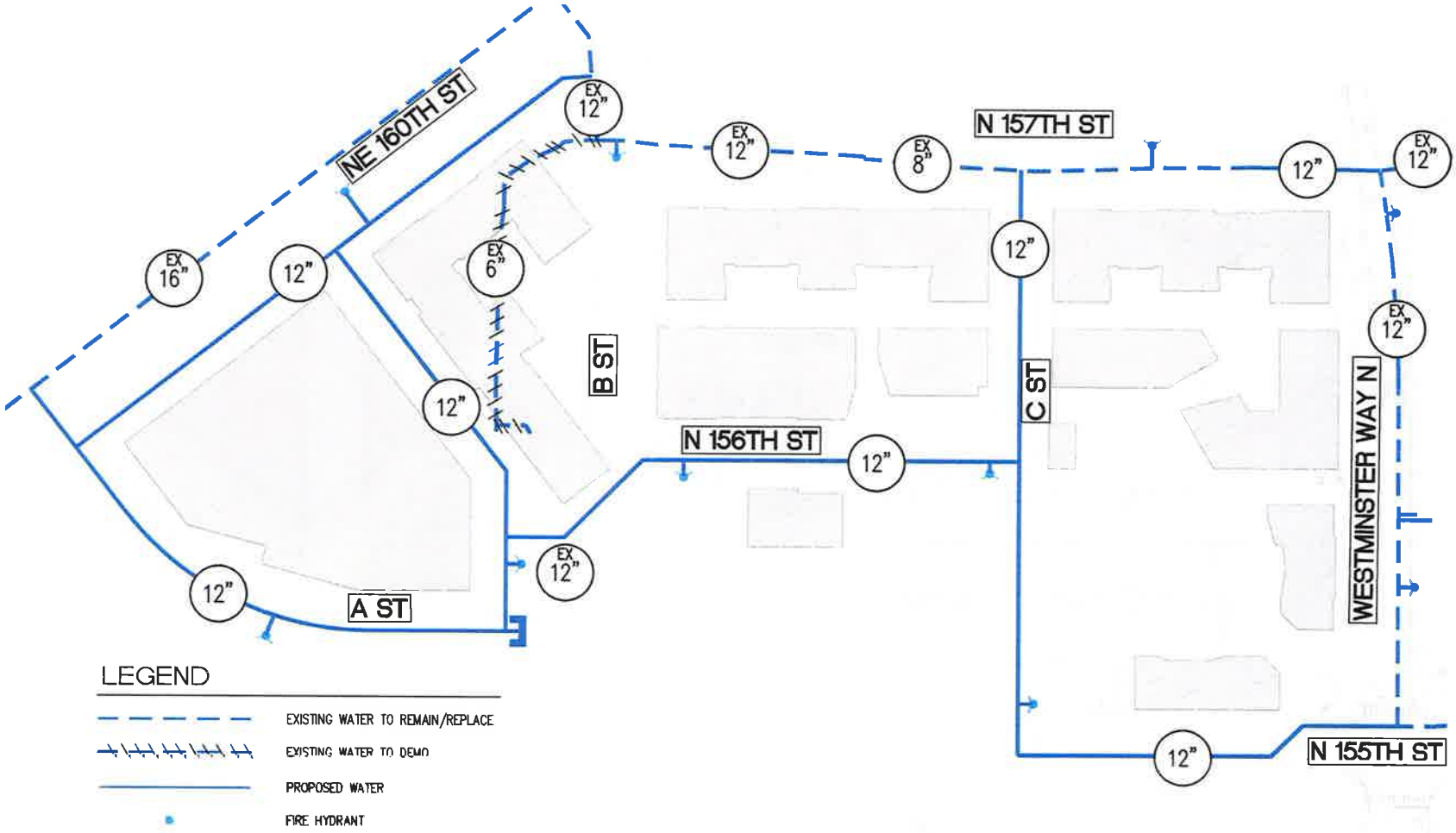
Conceptual Water Utility Plan



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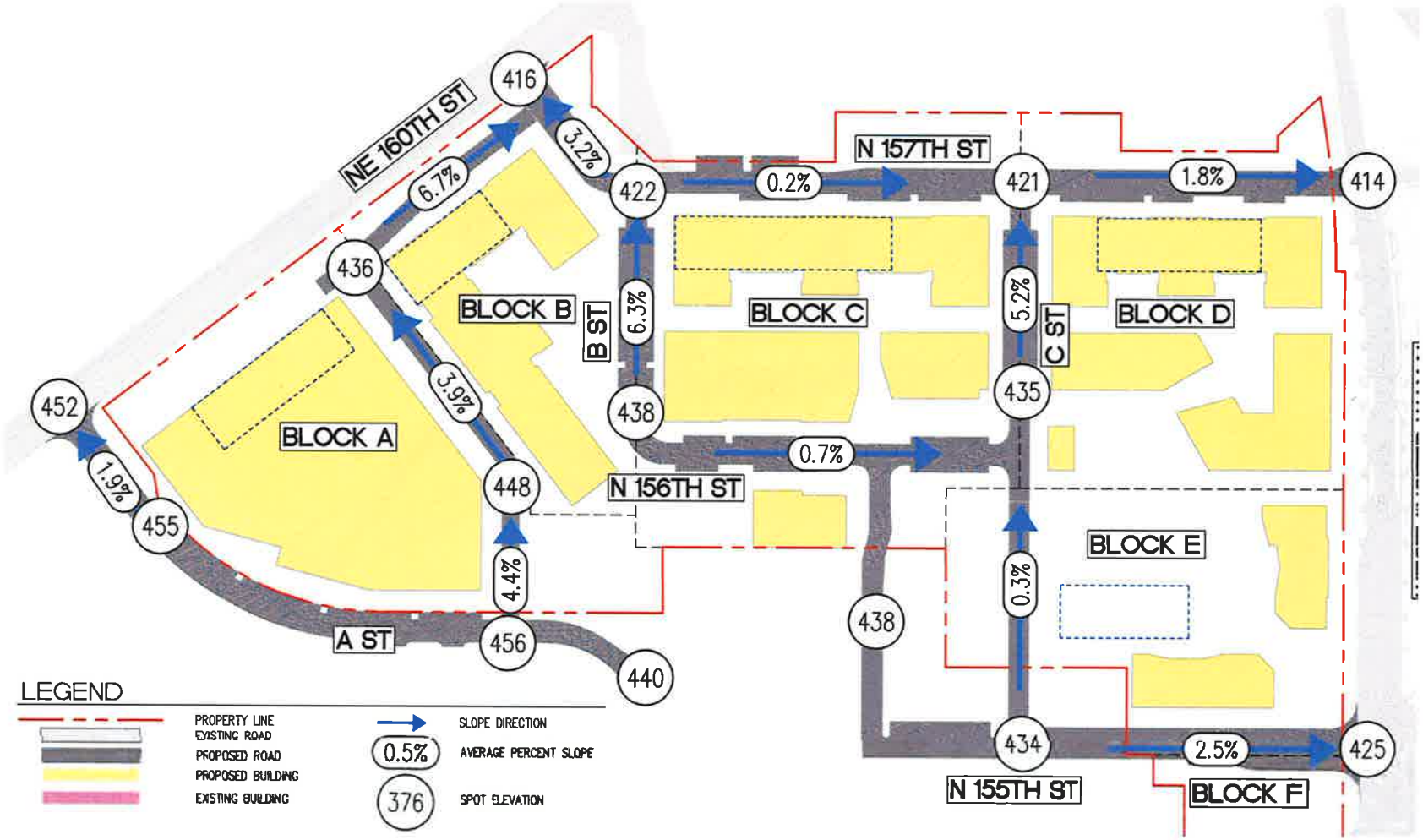
Conceptual Grading Plan



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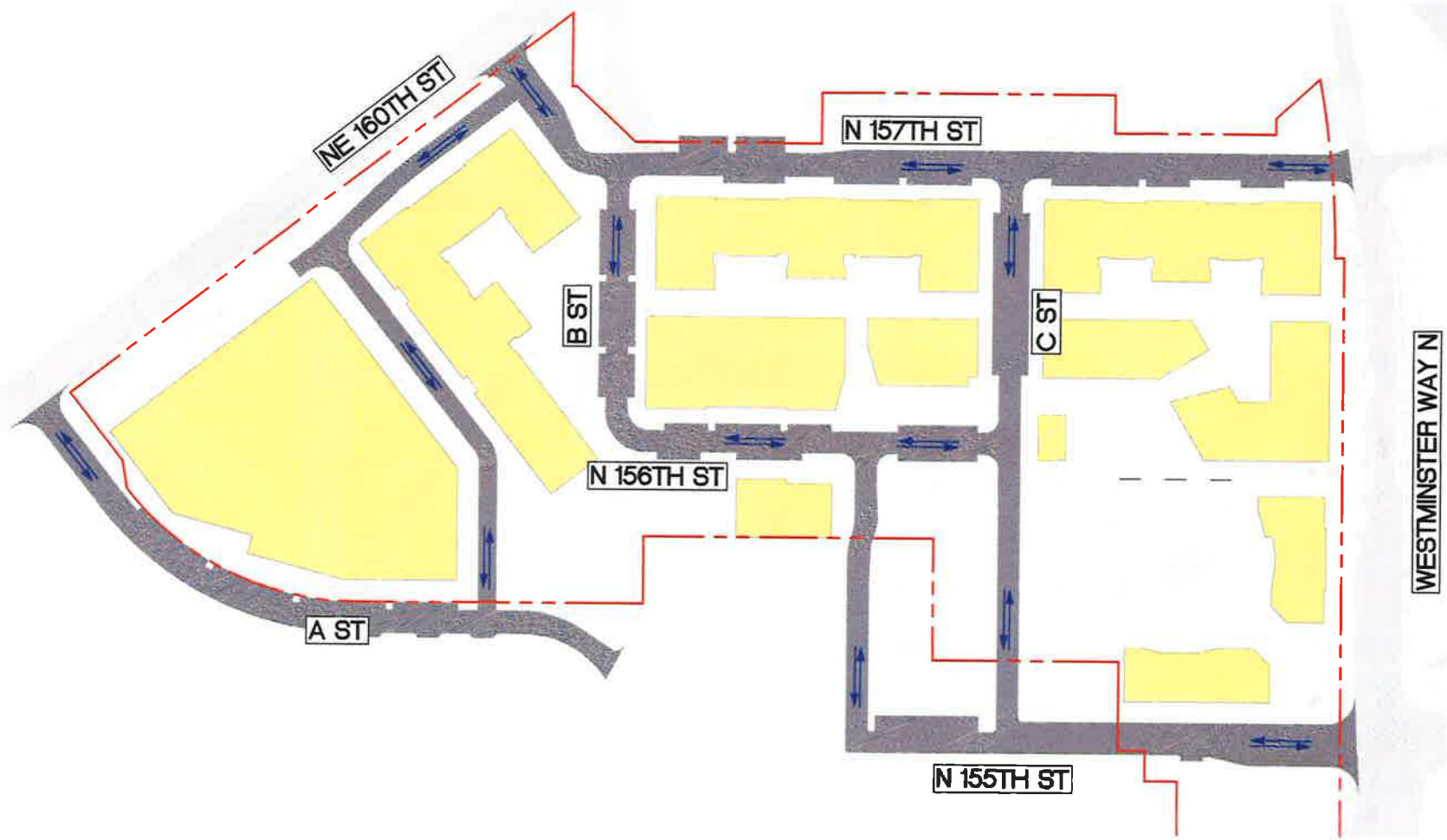
Conceptual Fire Access Plan



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DEPARTURES

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Departure Requests

#	Land Use Code	Code Item	Code Requirement	Departure Request	Design Rationale
Site Development Standards Departures related to site design dimensional requirements					
D1	20.50.240.C.1.e	Site Design - Site Frontage	A building's primary entry shall be located on a street frontage and recessed to prevent door swings over sidewalks, or an entry to an interior plaza or courtyard from which building entries are accessible;	Allow for building entries along Westminster Way and N 160th Street to be accessed from an internal public open space with a pedestrian connection to the public right of way.	Significant grade changes along both Westminster Way and N160th do not allow for all primary building entries to be located on the street frontage. Where physically feasible, building entries are located near site entry drives and connected to the public right-of-way by an accessible pathway through a public open space. Primary entries indicated in red and clouded on Departure Exhibit D1
D2	20.50.240.E.1.a	Site Design - Internal Site Walkways	All development shall provide clear and illuminated pathways between the main building entrance and a public sidewalk. Pathways shall be separated from motor vehicles or raised six inches and be at least 8 feet wide	Allow for sidewalks along private residential streets and pathways not serving commercial uses to be reduced to 6 feet wide.	A 6' wide sidewalk along private residential streets with no commercial frontage would exceed the minimum 5feet wide sidewalk as required per section 12.8 (Private Streets) of the Shoreline Engineering Manual.
D3	20.50.240.E.1.c	Site Design - Internal Site Walkways	Raised walkways at least eight feet wide shall be provided for every three, double-loaded aisles or every 200 feet of parking area width. Walkway crossings shall be raised a minimum three inches above drive surfaces	Allow for walkways to be provided for every 265 feet of parking lot width provided that no parking stalls is more than 100 feet from a walkway.	A parking lot with three code compliant double-loaded aisles exceed the minimum 200 feet aisle separation. The proposed site design creates a framework of well connected pedestrian scaled blocks that serves uses on multiple sides. The largest proposed distance between walkways is greater than 200 feet, however no stall is more than 100 feet from a walkway which is consistent with the intent of the code requirements. Proposed Departure supported by Departure Exhibit D3
D4	20.50.410.H	Parking design standards	Parking spaces abutting a landscaped area on the shall provide an additional 18 inches to provide a place to step other than in the landscaped area. In a parking garage, any space abutting a wall shall provide an additional 18 inches.	Allow for the required 18" step-off to be provided with a 12" paving strip inside the 6" curb.	This departure would still achieve the goal of not requiring a driver or passenger to step into a landscape area, but onto a durable surface. This is the same condition that occurs at parallel street parking. Proposed Departure supported by Departure Exhibit D4
D5	20.50.410.F	Parking design standards	Stall size (width x length) to be: • Desired: 9' x 20' • Minimum: 8.5' x 20' • Compact: 8' x 16' Note: up to 50% of stalls allowed to be compact stalls	Allow for the following stall sizes (width x length): • Desired: 9' x 18' • Minimum: 8' x 16' • Compact: 7.5' x 15' Note: up to 50% of stalls allowed to be compact stalls	The site design recognizes that transient users require larger parking stalls due to the higher turn-over rate. With this in mind, the site plan includes a combination of 9'x 20' and 9' x 18' commercial stalls with a less than 25% of stalls being 9' x17'. Smaller stall sizes, specifically within residential buildings are more consistent with the urban character of the development and the goal of increasing land efficiency as outlined in the CRA.
Building Development Standards Departures related to site design dimensional requirements					
D6	Table 20.50.020(3)	Dimensional Requirements	Base height dimensions for Development in Mixed Business Commercial Zones MB is 70'.	Allow for a proposed base height of 80'.	Generally, the proposed development is conceived as 5 floors wood frame construction over 2 floors of type 1 construction. The existing site grades change by nearly 20' from the northwest to the southeast corner of the site. Due to the existing grades changes and a trend of 9' ceiling heights in the luxury residential market, some of the building heights may ultimately exceed the current allowable base height. The building code would still limit the maximum occupied floor level of any building to 75' to avoid high rise construction requirements.

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Departure Requests

D7	20.50.250.B.3	Building Design - Building Articulation	Provide the following articulation features at least every 35 feet of facade facing a street, park, public place, or open space. Parking structure facades fronting public streets shall apply to this subsection only as material, color, texture, or opening modulations and not as offset modulations: a. Vertical building modulation 18 inches deep and four feet wide, if combined with a change in color or building material. Otherwise, the minimum depth of modulation is 10 feet and the minimum width for each modulation is 15 feet. Balconies may be used to meet modulation; and b. Distinctive ground or first floor facade, consistent articulation of middle floors, and a distinctive roof line or articulate on 35-foot intervals.	Allow for required building articulation to occur at least every 80 feet of facade facing a street, park, public place, or open space.	Building articulation, while necessary for any successful design expression, needs to be appropriately scaled to the size of development to which it is being applied. The strict application of a 35' modulation interval on a more than 250' facade would lead to a monotonous design language. A 35 feet articulation module is more appropriately scaled to smaller multifamily residential and town home developments, rather then the vibrant center described in the Aurora Square CRA. The request for a departure to an 80 feet articulation module is consistent with the requirements for Commercial buildings set forth in 20.50.250.B.2 of the Shoreline Development standards. Proposed Departure supported by Departure Exhibit D7
D8	20.50.250.B.5	Building Design - Building Articulation	Every 150 feet in building length along the street front shall have a minimum 30-foot-wide section that is offset by at least 20 feet through all floors.	Every 150 feet in building length along the street front shall have a minimum 30-foot-wide section that is offset by at least 10 feet through all floors above the ground level floor.	Extending the required building articulation down to the ground level interrupts the consistency of the urban street frontage. A departure from this requirement would enhance the ground level experience as envisioned in the Aurora Square CRA. Proposed Departure supported by Departure Exhibit D8

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Departure Exhibits

D1 Departure Request

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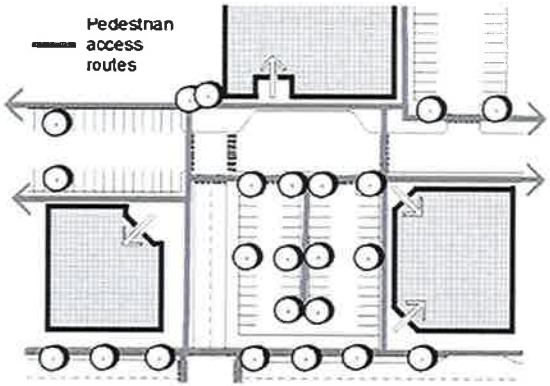
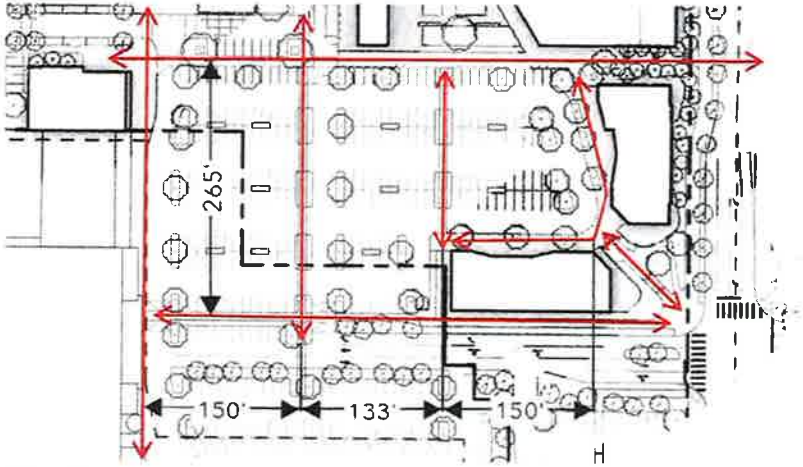
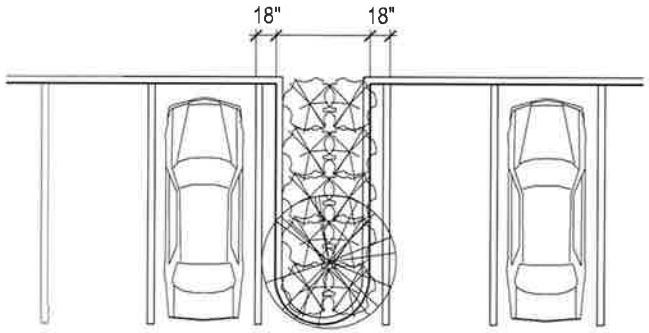
Departure Exhibits



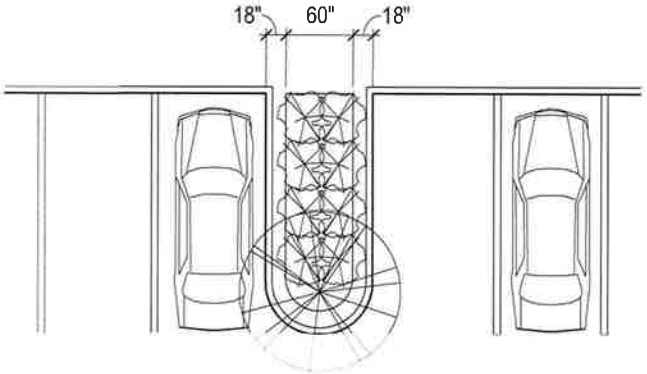
D3 Code Compliant Example



D3 -- Departure Request



D4 Code Compliant Example



D4 Departure Request

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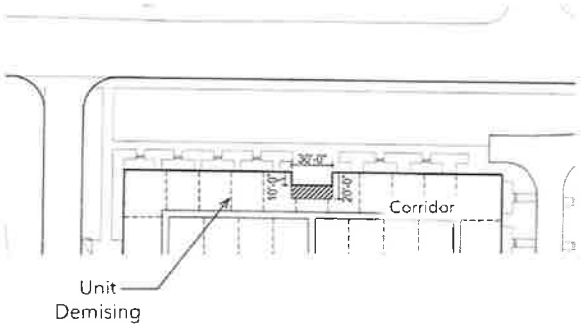
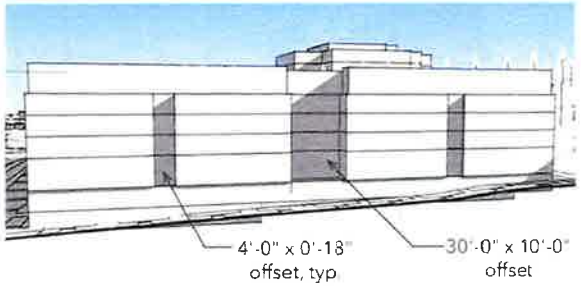
Departure Exhibits



D8 – Departure Request --- Plan



D8 – Departure Request --- 3D View

D7 --- Code Compliant Example

D7 --- Departure Request Example

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OPEN SPACE CALCULATIONS - SITE

REQUIRED OPEN SPACE SUMMARY

PROMENADE NORTH	0.39 AC
COMMUNITY OPEN SPACE	0.70* AC
WEST PEDESTRIAN SHARED STREET	0.39 AC
EAST PEDESTRIAN SHARED STREET	0.31 AC
VAST PLAZA	0.23 AC
EAST PLAZA	0.43 AC
WESTMINSTER WAY PLAZA	0.49 AC
TOTAL	**2.94 AC**

ADDITIONAL OPEN SPACE

BLOCK A PROMENADE	0.33 AC
TOTAL	**3.27 AC**

*COMMUNITY OPEN SPACE MAY INCLUDE ADJACENT 0.2AC PARKING AREA IF SIGNED "COMMUNITY OPEN SPACE" USE ONLY. (FOR A TOTAL OF 0.9 AC)

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Shoreline Place – Supplemental Site Design Guidelines

On December 21, 2018, Merlone Geier Partners ("Developer") submitted a Conceptual Guide Plan to be approved along with a Development Agreement ("DA"). The Development Agreement offers flexibility on the ultimate configuration and design of the Project as the phasing progresses. The City has expressed support for the site design and associated design elements depicted in the Conceptual Guide Plan. To provide assurances to the City relative to the quality of design that will result in the final plans, Developer has prepared the following Supplemental Site Design Guidelines ("SSDG").

The Conceptual Guide Plan and DA include modifications to land use standards to certain listed City Development Code standards in **Attachment A, Exhibit 2 (J)**. All other aspects of the Project will meet the City's Development Code at the time of each development permit application. Each building and associated landscape/hardscape plan will be reviewed for compliance with the Shoreline Municipal Code (SMC) Title 20 Subchapter 4 - Commercial Zone Design standards as they may be modified by the DA, the Conceptual Guide Plan and the SSDG as part of permitting. The SSDG articulates for each portion of the Open Space System: 1) a list of basic design elements that will be incorporated; and 2) a menu of additional design elements from which the developer will select a defined subset to incorporate.

As provided in the DA the Parties acknowledge that certain project components, as listed below, are priorities the City has identified for the realization of the Aurora Square Community Renewal Area ("CRA") Plan. The Parties also acknowledge that Developer requires the ability to make decisions related to timing and final configuration of the Project Components to ensure their development goals are also achieved.

The following is intended to provide a high-level overview of the Project Components, all of which have been further identified and depicted in the Conceptual Guide Plan included as an exhibit to the Development Agreement that has incorporated these priorities.

Conceptual Guide Plan - Site Design and Open Space Overview

The Shoreline Place Open Space System is depicted in the Conceptual Guide Plan (pages 36 and 94) and refined in **Exhibit 2(E)** to the DA and is intended to support the goals described in the City of Shoreline's Parks, Recreation and Open Space Plan ("PROS Plan") as well as the CRA and comply with the City's Development Code. The site's series of publicly-accessible spaces include multiple neighborhood-scale open spaces and connections to adjacent developments and the nearby Interurban Trail. Incorporated into this system are lawn areas for summer picnics and movies, plazas and promenades skirting restaurants and retail shops, comfortable pedestrian amenities and creative landscape and hardscape elements - all in the

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support of Shoreline's PROS Plan, the CRA and in compliance with the Development Code standards to provide quality open space in the community.

While the final site and open space design will evolve during the Project's vesting period based on market preferences and tenant mix, the design at Shoreline Place will include various publicly-accessible open spaces (the "Open Space System") generally as depicted on **Exhibit 2 (E)**. The Open Space System and associated minimum required and optional design elements are provided below. While only a minimum number of design elements listed in each section will be required, the Project may propose as many of the design elements as may be feasible to create a unique sense of place that will enhance the probability of success for the Project.

Open Space

As a condition of the Development Agreement, Developer or its assignee agrees to construct the Open Space System. Developer or its assignee agrees to record a covenant or other legally binding provisions mutually agreed upon by the Developer and the City to assure that the following components of the Open Space System are open and accessible to the public subject to a reasonable set of rules and regulations which shall be determined through the related Site Development Permit: the Community Open Space, Central Plaza, the Westminster Way Plaza, and Westminster Way N. Enhanced Connection. The exact location of these open space components will be mutually defined on a phase-by-phase basis over the term of the Project. The Open Space System will provide pedestrian access to Westminster Way N., N. 160th Street, Central Market and other adjacent properties.

Developer shall be responsible for the maintenance and operation of the Open Space System.

The Open Space System will include a central plaza, a plaza adjacent to Westminster Way N., public gathering spaces, natural playscapes, a community open space, residential amenity spaces, and interior pedestrian connections/walking/biking paths.

Open Spaces Overview

- The total area of open space shall substantially match the total area for the Open Space System depicted in **Exhibit 2(E)** and the minimum square feet of multifamily open space and public places for the Project as defined in the City of Shoreline Development Code.
- Open spaces shall include the following four (4) areas with distinct characteristics related to their intended uses and the Westminster Way N. Enhanced Connection.

(1) **Central Plaza** (West and East Plazas combined): The Central Plaza space will provide for informal active and passive recreation as well as more prescribed uses (i.e. festivals, community gathering, concerts and other event staging). The Central Plaza will contain a minimum of

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10,000 SF. The following design elements **must be** provided to implement the Conceptual Guide Plan:

a) Programmable open space - minimum 2,500 SF.
b) Benches/integral seating.
c) Integrated lighting.
d) Pedestrian-scale light poles.
e) Varied paving patterns in pedestrian pathways and plaza.
f) Required street trees.
g) Lawn area - minimum 1,800 SF.
h) Widened sidewalks and pathways (minimum 8'-0" width) that accommodate movement in both directions.
i) Public art as a stand-alone feature or incorporated throughout the plaza.

Select **at least one** of the following design elements for inclusion in the Central Plaza:

a) Water feature.
b) Retail kiosk 25 FT max height with four-sided architecture.
c) Outdoor dining area.
d) Movable furniture.
e) A deciduous tree canopy that provides solar access in winter and shade in summer.

(2) **Community Open Space**: The Community Open Space will have a park-like character and allow for active play and lounging and act as a pedestrian gateway from the more residential upper areas of the site to the retail core. The Community Open Space will contain a minimum of 10,000 SF of open space. A **minimum of five** of the following must be provided to implement the Conceptual Guide Plan:

a) Pedestrian path/ramping walkway.
b) Benches/integral seating.
c) A varied canopy of trees in addition to trees required for screening.
d) Enhanced landscape areas in addition to required landscape buffer.
e) Educational signage.
f) Enhanced trash receptacles.
g) Enhanced lighting.
h) Integral color concrete paving.
i) Wayfinding signage.

A **minimum of one** of the following must be provided to implement the Conceptual Guide Plan:

a) Children's active play area- minimum 1,000 SF.

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b) Fenced dog run/off-leash area - minimum 2,500 SF.
c) Lawn area - minimum 5,000 SF.
d) Amphitheater/outdoor stage.
e) Water feature.

(3) **Pedestrian Shared Street (N. 156th Street between Blocks B and D)**: This path will serve residents, visitors, pedestrians and cyclists as a web knitting the site together through a series of spaces allowing for moments of active and passive recreation. The following design elements **must be** provided to implement the Conceptual Guide Plan:

a) Roadway space that can be closed off for events such as a farmer's market/festival use – minimum 6,000 SF with:
    i. Flush curb condition.
    ii. Tactile paving strip at roadway edges at non-crossing locations.
    iii. Bollards at roadway edges.
b) Paved pedestrian walkways at a minimum of 8'-0" wide that comply with applicable accessibility requirements.
c) Connections to adjacent buildings.
d) Enhanced wayfinding signage.

A **minimum of two** of the following must be provided to implement the Conceptual Guide Plan:

a) Stoops/patios at adjacent residential facades.
b) Specialty paving.
c) Paving pattern that carries into the roadway.
d) Integral color concrete paving.
e) Enhanced trash receptacles.
f) Enhanced Lighting.
g) Benches/integral seating.
h) A deciduous tree canopy that provides solar access in winter and shade in summer.

(4) Westminster Way N. Enhanced Connection

The City has identified Westminster Way N. as a key component of the CRA and, in connection with the Alexan project, is investing City resources towards the creation of a more pedestrian friendly environment. The City would like to see the Project leverage the investments on Westminster Way N. by: enhancing landscaping within the Westminster Way N. right-of-way; providing for enhanced pedestrian connections; and introducing gathering areas and retail spaces within the buildings along Westminster Way N.

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(1) Westminster Way N. Enhanced Connection: The Site design will contribute to a system of connected open spaces to and from Westminster Way with pedestrian gateways at Westminster Way N and N. 157th Street, Westminster Way N. and N. 155th Street, and midblock at Westminster Way N. & N. 156th Street (as found in Conceptual Guide Plan p. 32). Design assurances will be satisfied through the implementation of **all** the following design elements:

a) Enhanced wayfinding signage.
b) Pedestrian paths at a minimum width of 8'-0" connecting to the Project's Open Spaces.
c) Tie into the mid-block pedestrian crossing (Conceptual Guide Plan p. 34-35).
d) Pedestrian building or site entries adjacent to N. 155th, N. 157th, Street A and Street B.
e) Retail terraces with visual connections to Westminster Way N.
f) Bicycle racks.

One of the following must be provided to implement the Conceptual Guide Plan:

a) Benches/integral seating on Property.
b) Stoops /patios at adjacent residential facades.
c) Accent trees in addition to Westminster Street Tree plan.
d) Additional planting strip width (greater than 5'-0") in right-of-way.
e) Planting buffer (4'-0" minimum width) on Property.
f) One or more stairway connections to and from Westminster Way N.

Pedestrian Oriented Design: The Conceptual Guide Plan includes motorized and non-motorized access and connections through the Project such as pathways, promenades and park-like streets and associated connections to adjacent multi-modal roads, trails and paths. The following design elements **must be** provided to implement the Conceptual Guide Plan:

a) Widened sidewalks and pathways (minimum 8'-0" width) that accommodate movement in both directions.
b) Bicycle racks.
c) Pedestrian scale light poles.
d) Wayfinding signage.

Three of the following must be provided to implement the Conceptual Guide Plan:

a) A varied canopy of trees in addition to required street trees.
b) Varied paving patterns that highlight pedestrian and bicycle circulation.
c) Benches/integral seating.
d) Stoops/patios at adjacent residential facades.
e) Flush curb conditions.
f) Crosswalks with specialty paving.

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g) Paving patterns that carry into roadways.
h) Paving material changes at parking areas.
i) Bollards or planter strips at roadway edges.
j) Tactile paving strips at roadway edges at non-crossing locations.

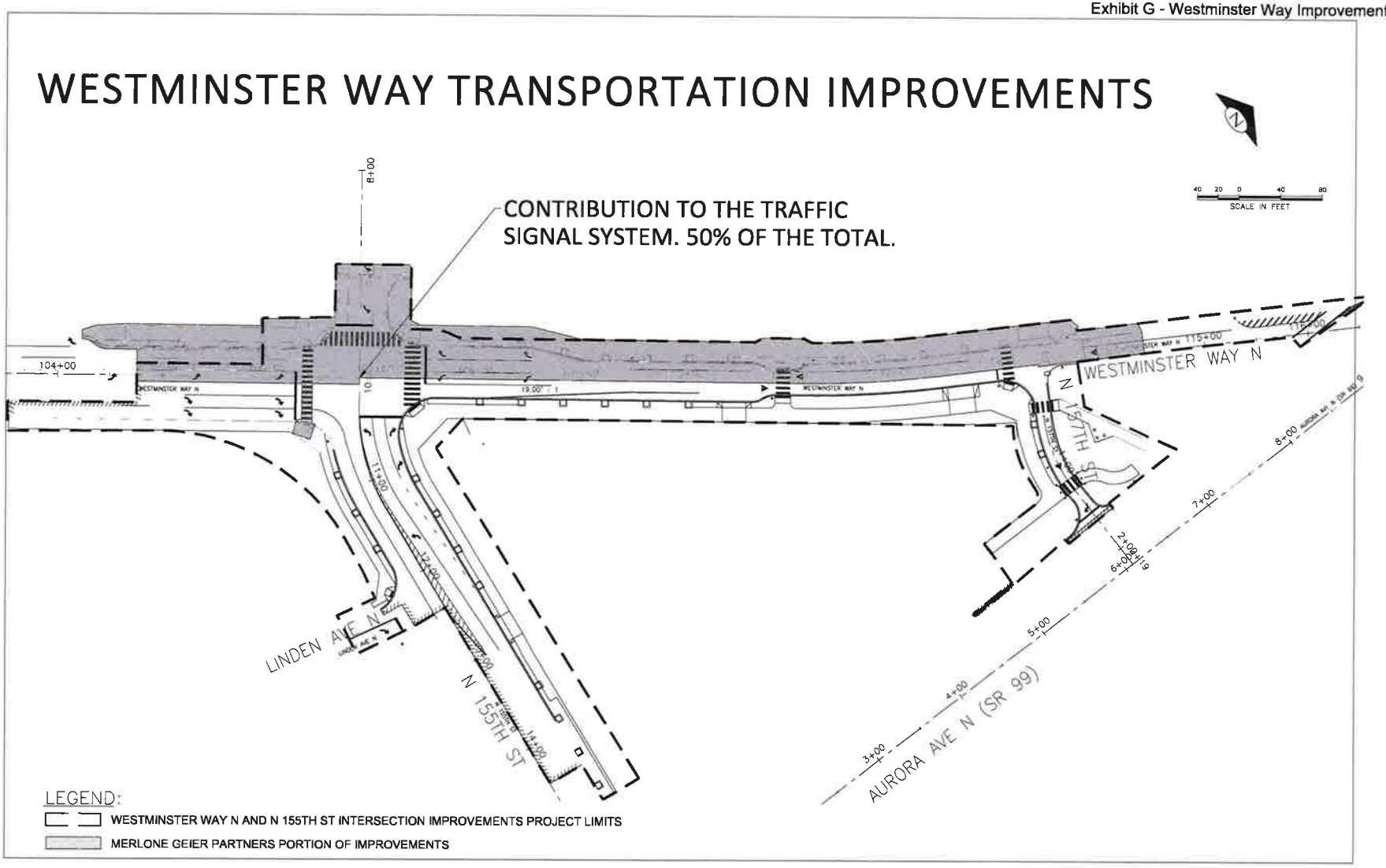
Commercial Retail and Restaurants and Westminster Way Plaza: The Conceptual Guide Plan provides for commercial, retail, and restaurant space, with the first phase including approximately 17,000 square feet of commercial space for a café, brew pub, restaurants and dessert shops subject to market demand clustered around the Open Space System and connecting to Westminster Way N.

Freestanding Commercial Retail and Restaurant Building Design (the buildings in the E Block): The design of these buildings and the associated site work shall include **all** of the following:

a) Building edges shall respond to the pedestrian environment in an engaging way.
b) Building entries shall be prominently located such that they are obvious, identifiable, and distinctive with clear lines of sight and lobbies visually connected to the street or internal drives. (Conceptual Guide Plan p. 33).
c) Encourage ground level uses that engage the adjacent pedestrian activity.
d) Provide generous sidewalk widths of 8'-16' to create spaces at street level for pedestrian activity (Conceptual Guide Plan pp. 98, 100).
e) Lighting around building perimeters supporting engagement into the evening.
f) Building mass reduction achieved through a combination of the following: offsets, step-backs, broken roof lines, special cornice, material change, layering, building elements (window fins, entries, awnings, balconies, etc.) and landscaping.
g) Ground floors may incorporate durable materials with a fine grain and tactility along with human-scaled design details.
h) A minimum of 5,000 SF of open space.

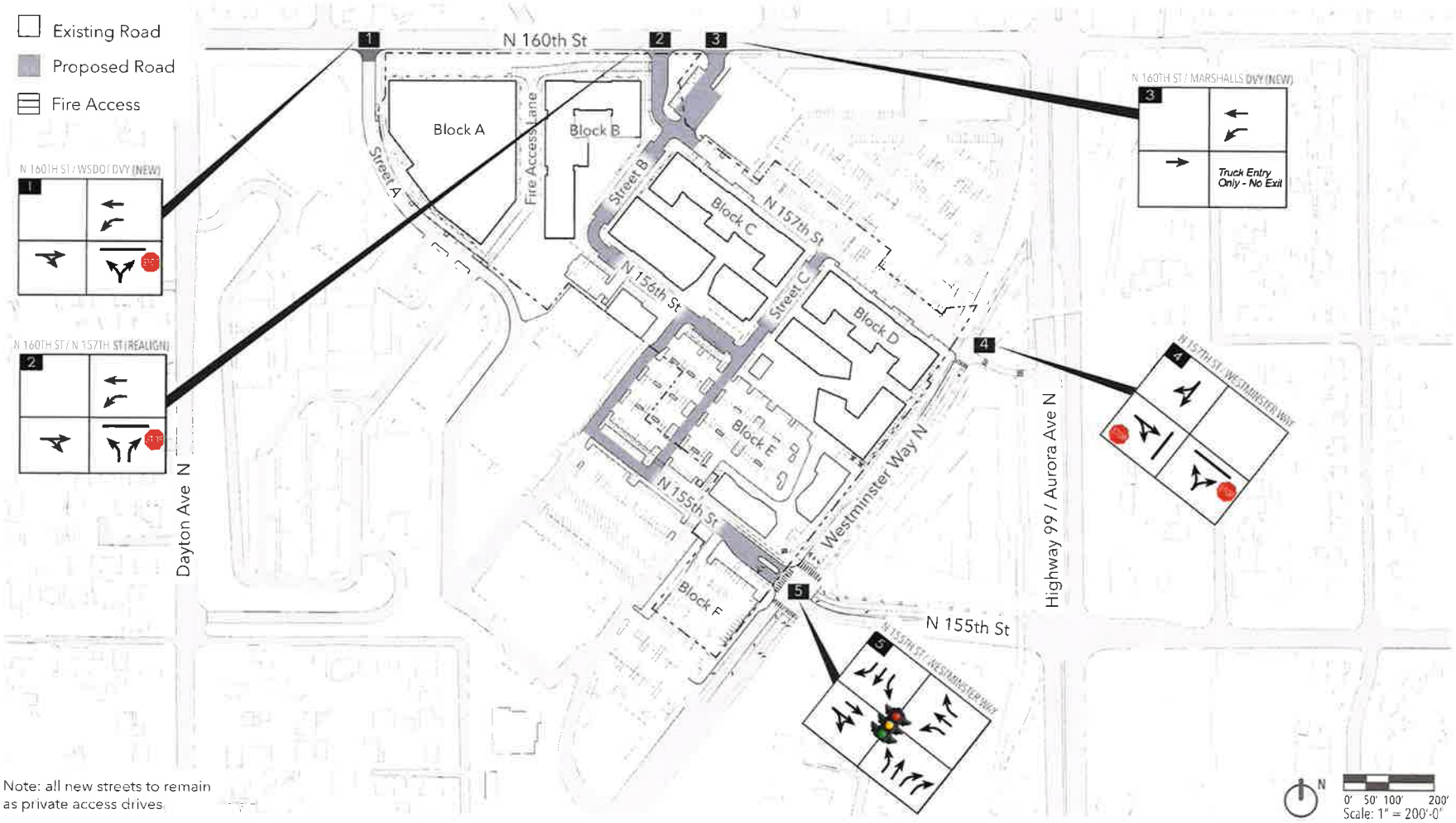
ORIGINAL

WESTMINSTER WAY TRANSPORTATION IMPROVEMENTS



ORIGINAL

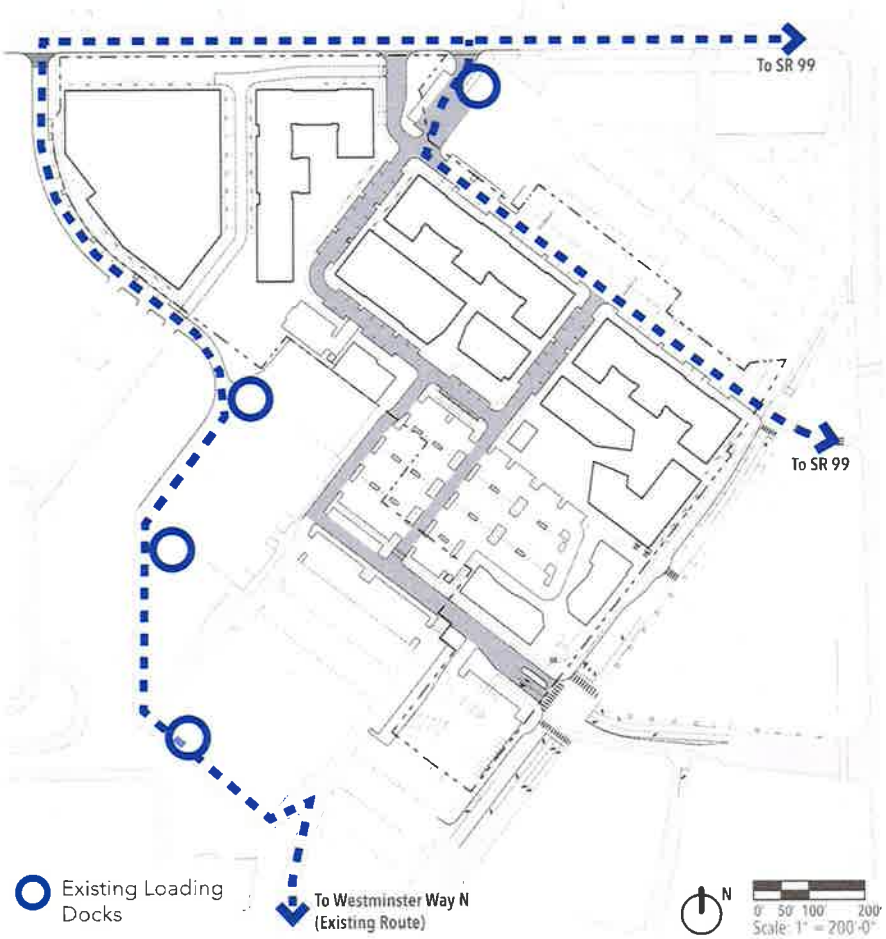
Road Plan Overall



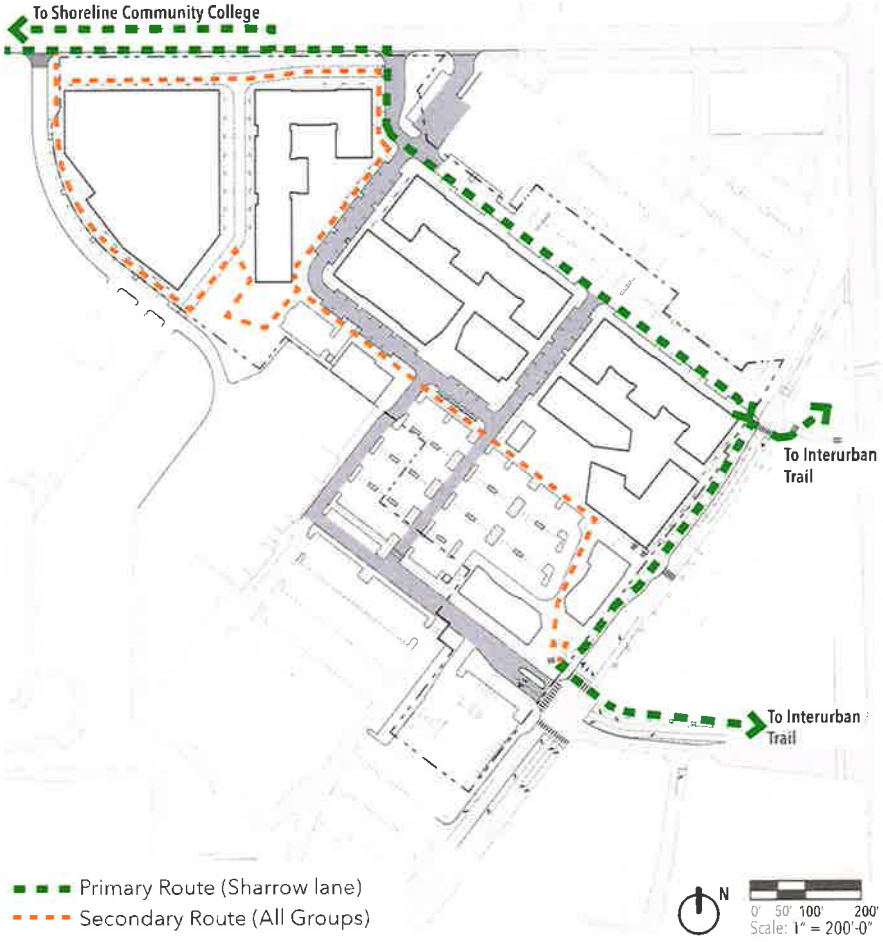
Note: all new streets to remain as private access drives.

ORIGINAL

On-Site Circulation Routes



Truck Route for Adjacent Tenants (WB 62



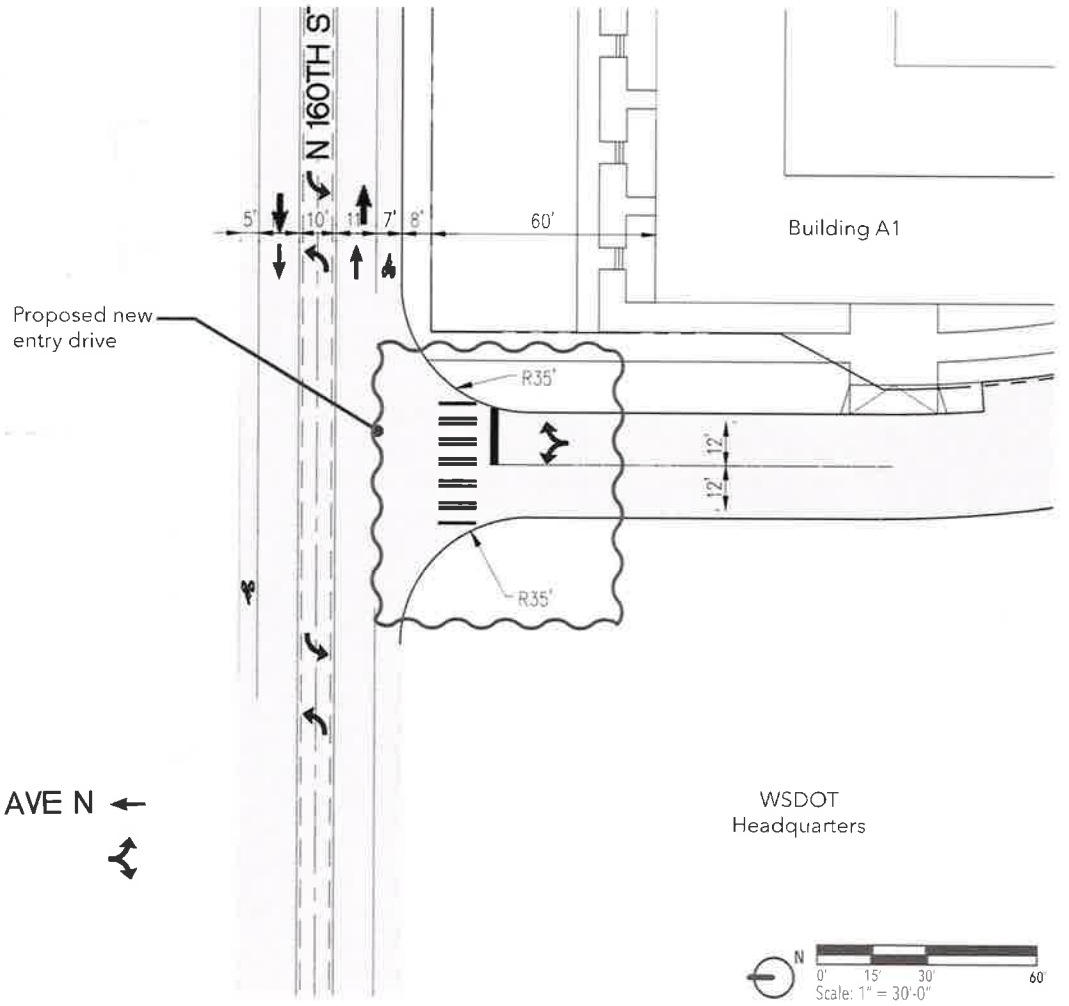
Bicycle Routes

ORIGINAL

Proposed New Entry Drive at N 160th & WSDOT

New WSDOT Driveway

Multiple egress driveways from WSDOT's campus are provided directly onto Dayton. As such, a single lane egress at this relocated driveway that serves WSDOT's campus, truck circulation to existing anchor tenant retailers, and a portion of a single residential building within Shoreline Place. A wider curb radius is proposed to accommodate larger wheel based trucks. The driveway would be located offset from an opposing cul-de-sac roadway, however, it would be constructed at-grade to N 160th Street, avoid major utility conflicts, and maximize available entering sight distance.



Site Key

ORIGINAL

Proposed Entry Modifications at N 160th Street & 157th

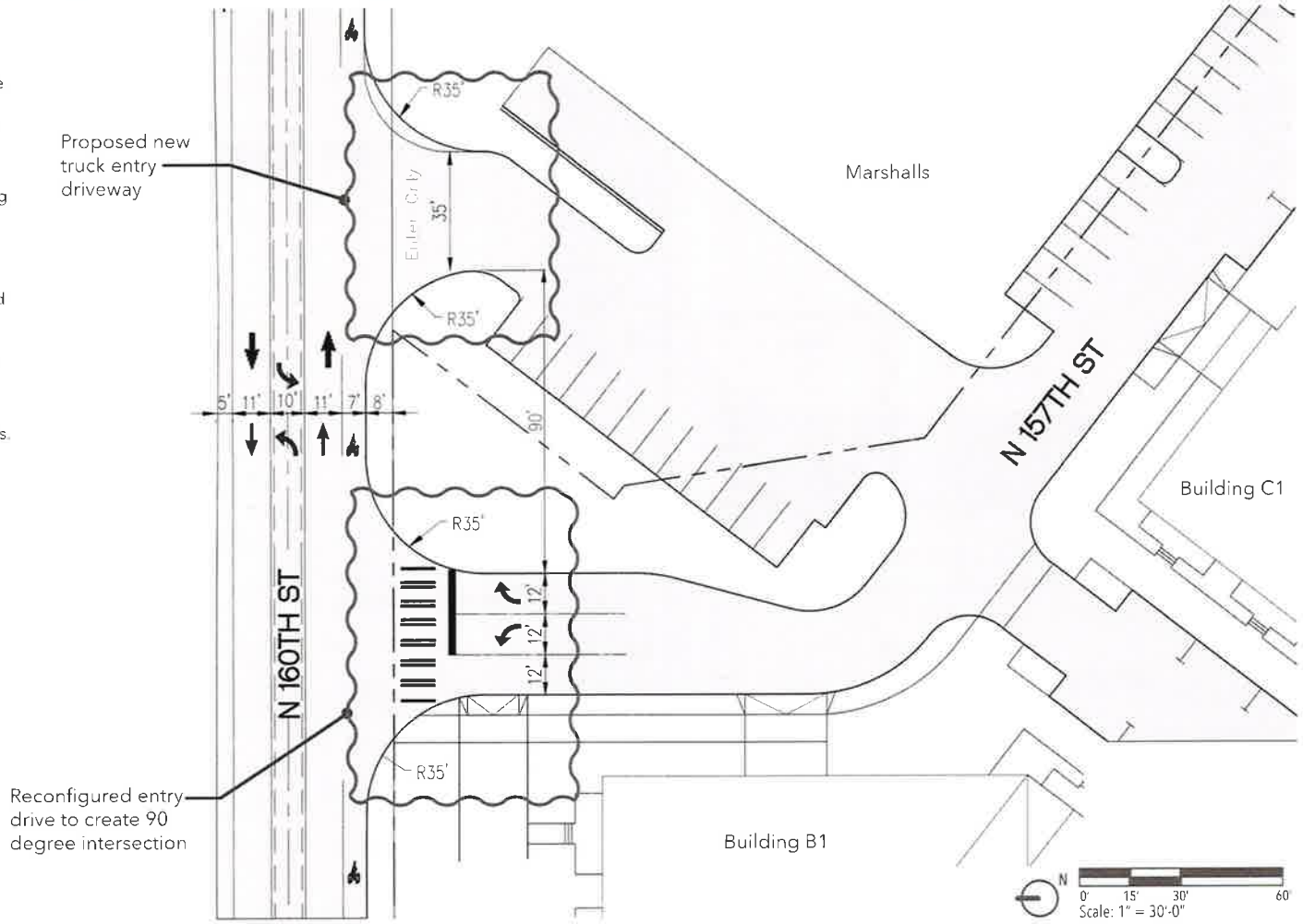
New Shoreline Place Driveway

This driveway would serve all residential garages as well as lower/upper retail surface parking lots. Separate egress lanes for left and right turning movements are proposed to minimize vehicle queuing exiting the site and has be realigned to provide better geometric conditions and maximize entering sight distance.

New Marshal's Entry

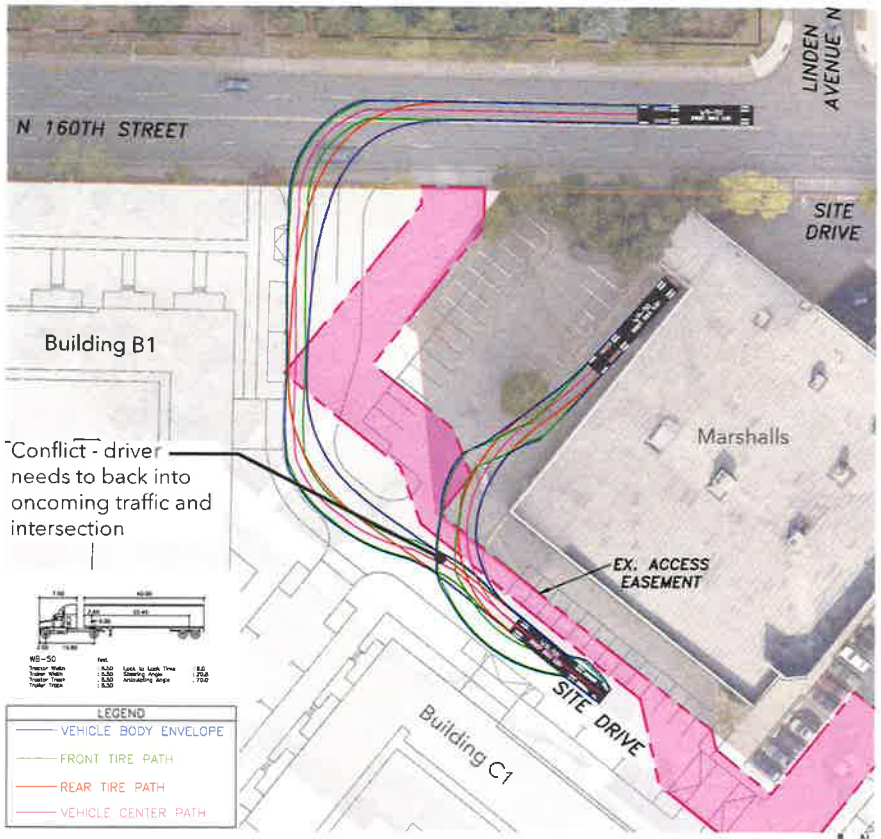
A new truck enter-only driveway is proposed to serve the existing loading dock at the adjacent Marshal's building to avoid safety conflicts with backing truck maneuvers with vehicles, pedestrians, and bicycle traffic demand at this location generated by Shoreline Place and other existing retail uses.

Site Key

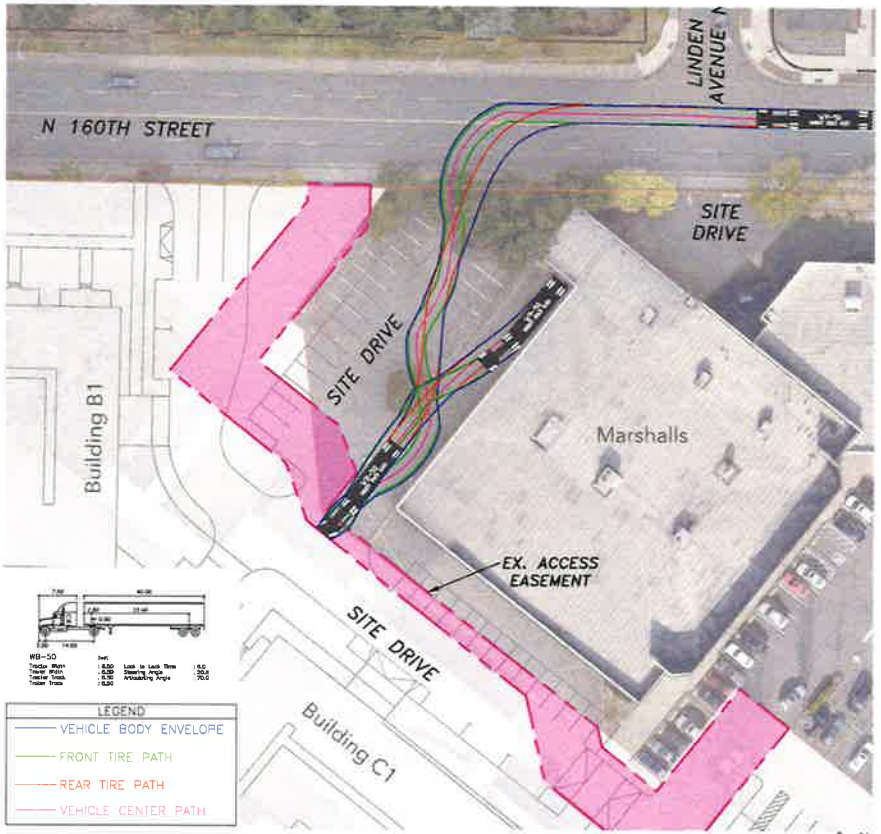


ORIGINAL

Marshalls Delivery Truck Route Analysis



Autoturn Truck Route without New Entry (WB-50)

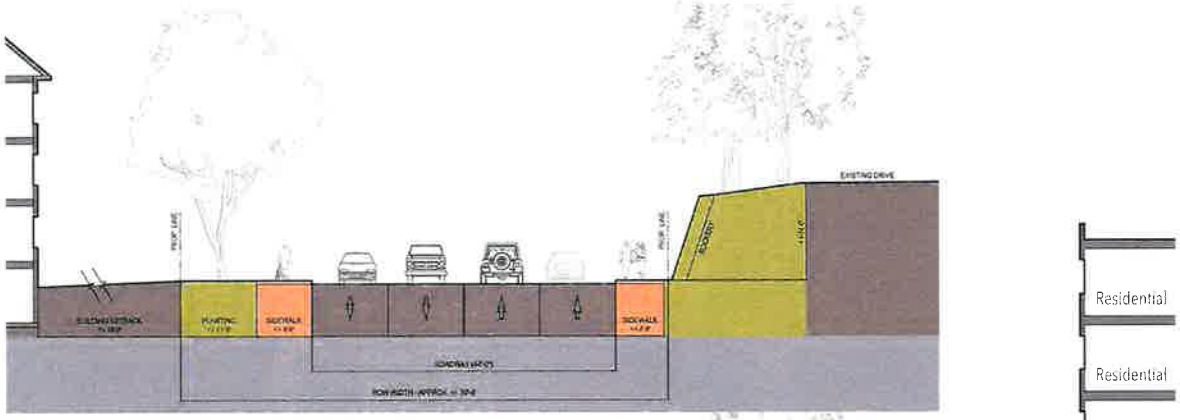


Autoturn Truck Route with New Entry (WB-50)

ORIGINAL

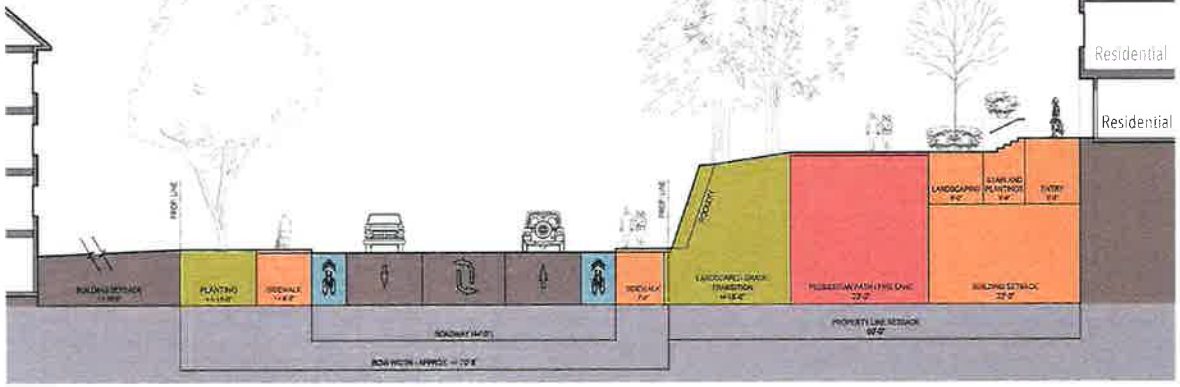
ROW Frontage Improvements Sections at 160th St

Existing N 160th Street looking East



Existing N 160th Street @ Building B1

Site Key

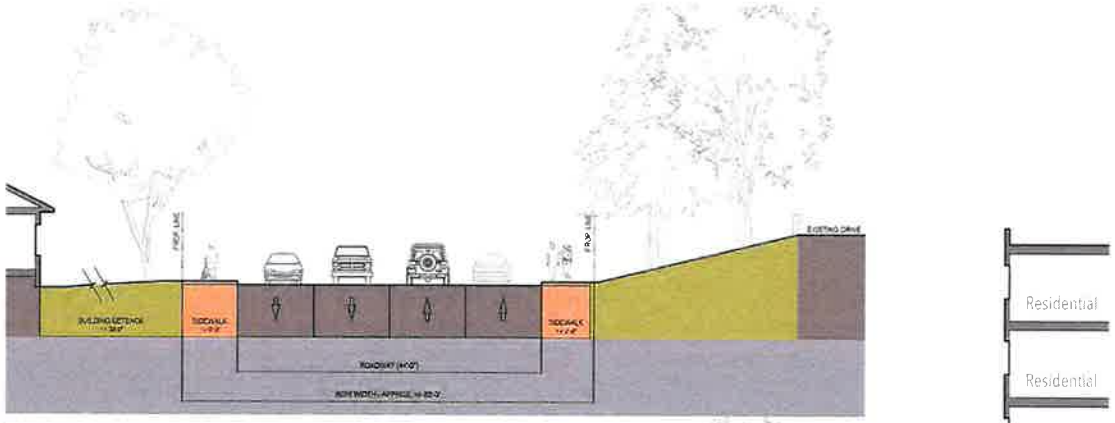


Proposed N 160th Street @ Building B1

ORIGINAL

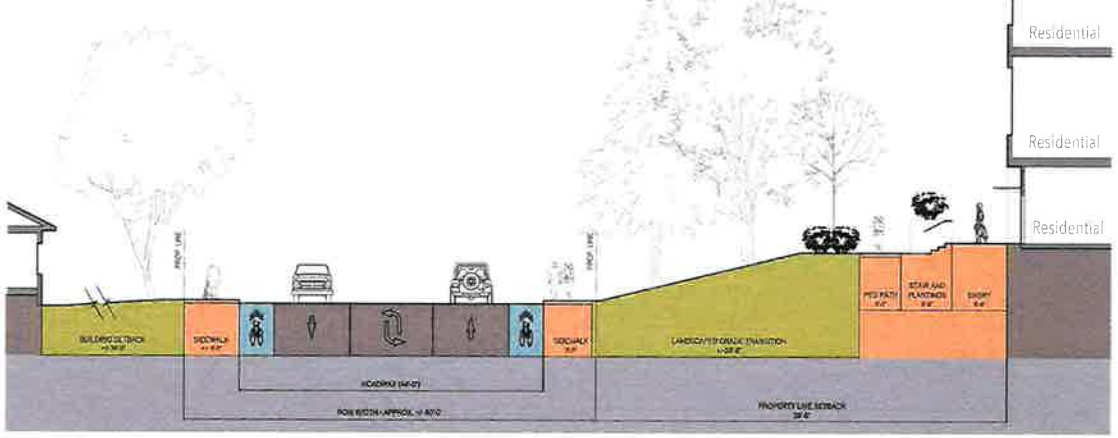
ROW Frontage Improvements Sections at 160th St

Existing Private Drive along 160th Looking East



Existing N 160th Street @ Building A1

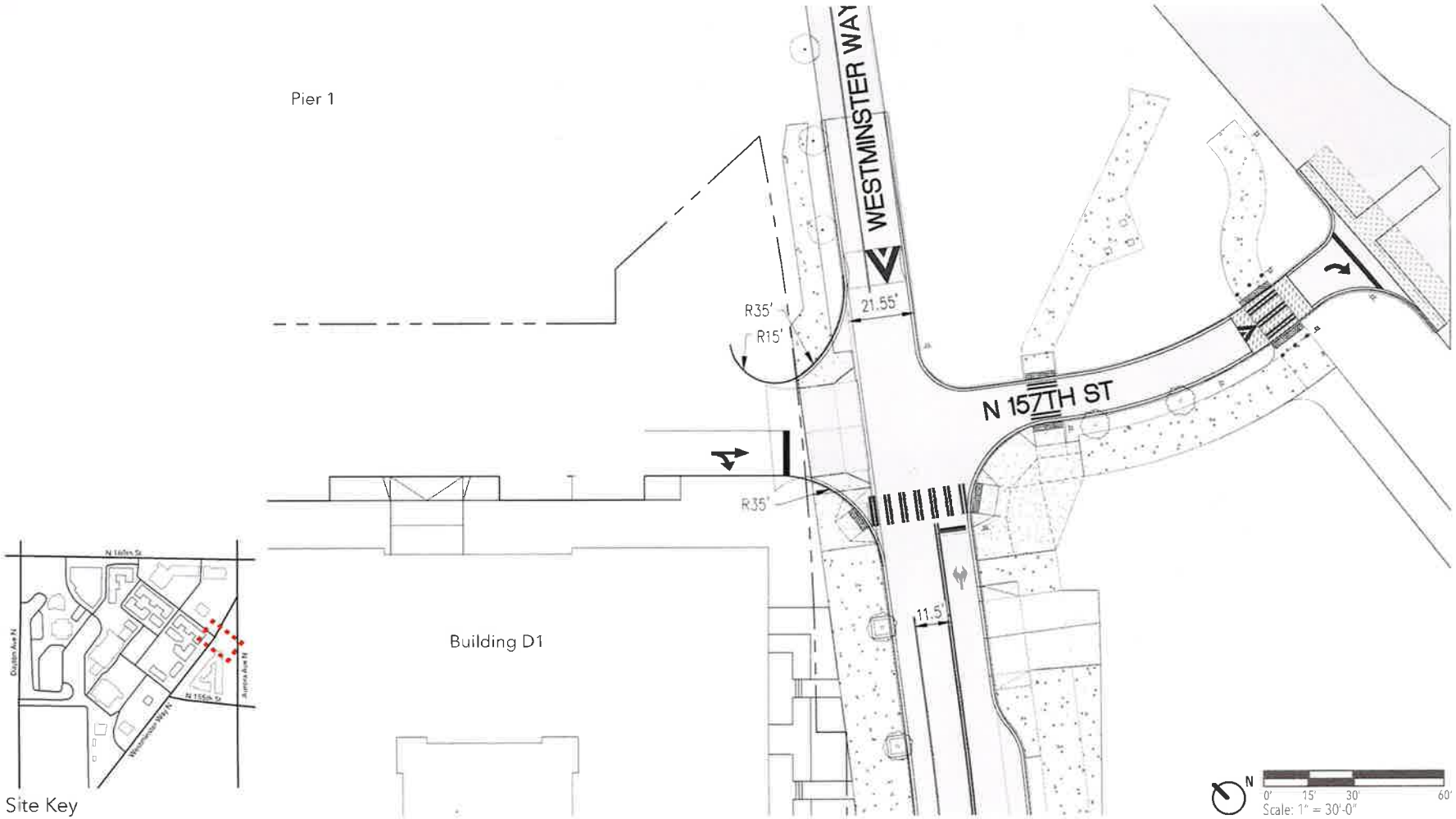
Site Key



Proposed N 160th Street @ Building A1

ORIGINAL

Existing Entry Drive at N 157th Street & Westminster Way



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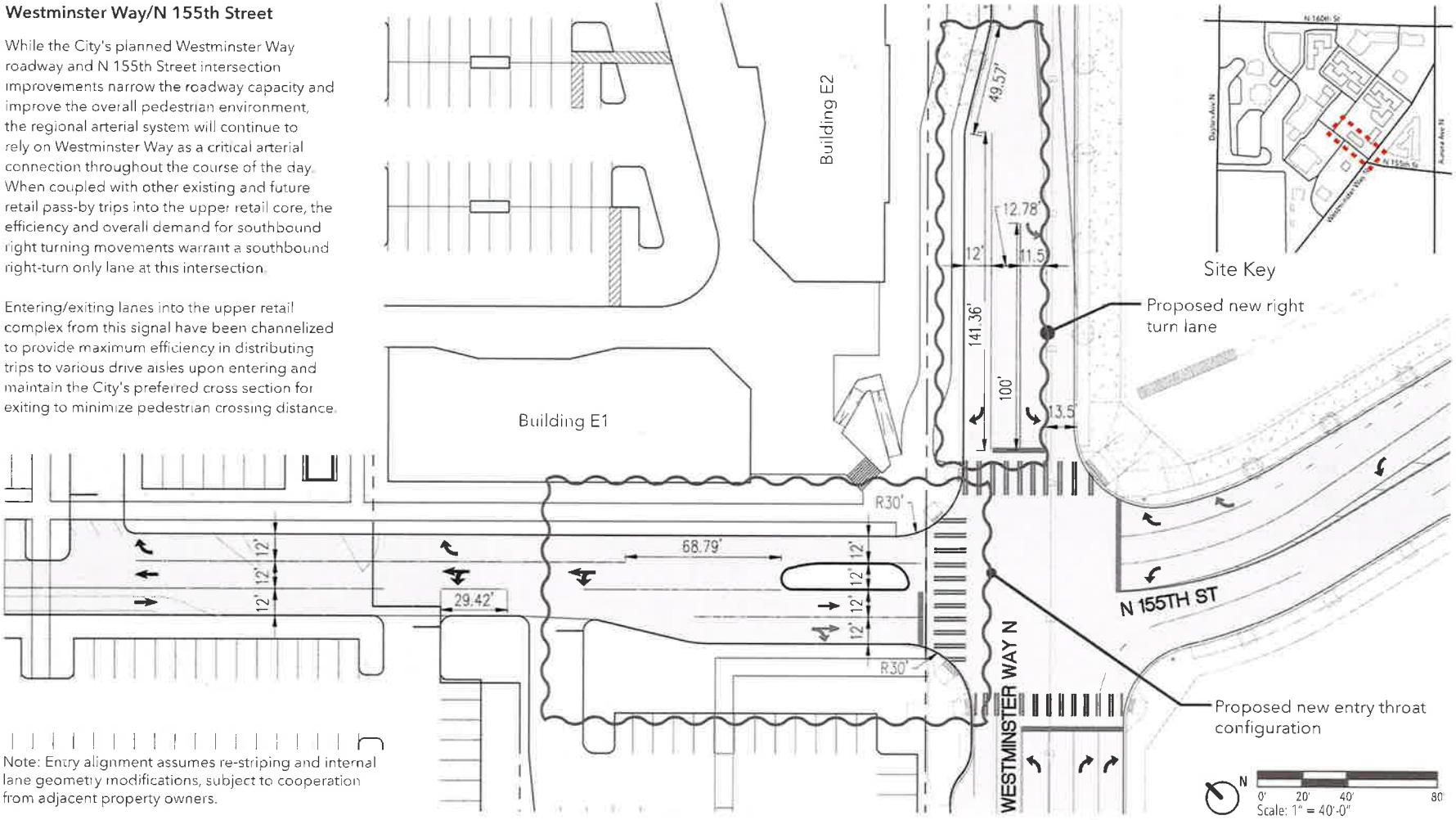
Proposed Entry Modifications at N 155th Street & Westminster Way

Westminster Way/N 155th Street

While the City's planned Westminster Way roadway and N 155th Street intersection improvements narrow the roadway capacity and improve the overall pedestrian environment, the regional arterial system will continue to rely on Westminster Way as a critical arterial connection throughout the course of the day. When coupled with other existing and future retail pass-by trips into the upper retail core, the efficiency and overall demand for southbound right turning movements warrant a southbound right-turn only lane at this intersection.

Entering/exiting lanes into the upper retail complex from this signal have been channelized to provide maximum efficiency in distributing trips to various drive aisles upon entering and maintain the City's preferred cross section for exiting to minimize pedestrian crossing distance.



Note: Entry alignment assumes re-striping and internal lane geometry modifications, subject to cooperation from adjacent property owners.

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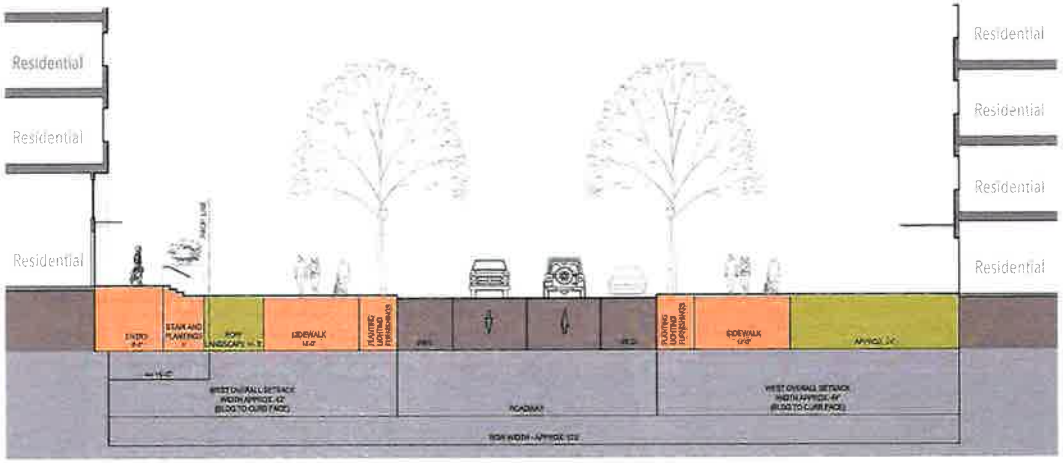
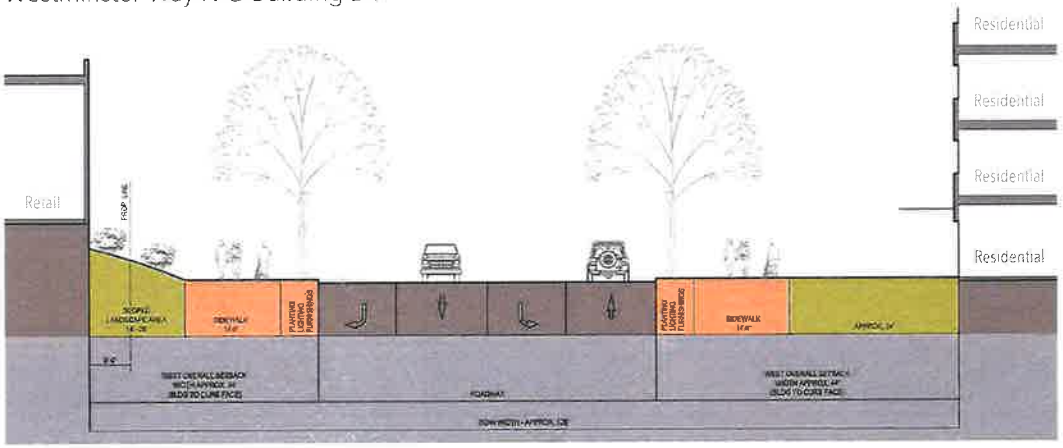
ROW Frontage Improvements Sections

Existing Westminster Way N Looking East



Westminster Way N @ Building D1

Site Key



Westminster Way N @ Building E2

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Publicly Accessible Outdoor Space Improvement Operations & Maintenance Plan ("O&M Plan") and Rules and Regulations

I. Introduction and Purpose

As a component of the Project, Developer agrees to construct and maintain approximately 2.94 acres of open space, including:

- The Central Plaza (East and West Plazas) is approximately 0.66 acres and will provide for informal active and passive recreation as well as more prescribed uses such as festivals, community gatherings, concerts or other event staging.

- The Community Open Space is approximately 0.7 acres and will have a park-like character and allow for active play and lounging. It will act as a pedestrian gateway from the more residential upper areas of the site to the retail core. An approximately 0.2 acre parking area will be located immediately adjacent to the Community Open Space. If this parking area is signed "Community Open Space Use only" it will be considered part of the Community Open Space.

- The Pedestrian Shared Street is approximately 0.7 acres and includes paths that will serve residents, visitors, pedestrians and cyclists as a web knitting the site together through a series of spaces allowing for moments of active and passive recreation including the Farmer's Market.

- The Westminster Way Plaza is approximately 0.49 acres and will provide a gateway from Westminster Way N. inviting people into the Open Space System. Wide open pedestrian paths create space for outdoor dining and gathering.

- The North Promenade is approximately 0.39 acres and will provide generous, wide spaces for bike and pedestrian circulation and opportunities for such features as rain gardens, environmental graphics, play structures, and exercise stations.

Collectively the Central Plaza, the Community Open Space, the Westminster Way Plaza and the Pedestrian Shared Street, are the "Open Space Improvements". The Open Space Improvements shall generally be constructed as shown on **Exhibit E** to the Development Agreement. Pursuant to the Development Agreement, the Open Space Improvements shall be private property and Developer shall be responsible for the operations and maintenance of the Open Space Improvements. The configuration, size, phasing and programing of the Open Space Improvements shall be subject to the flexibility provisions and other obligations of the

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Development Agreement dated September 2019 between Developer and the City. However, Developer shall make the Open Space Improvements available for reasonable public access and enjoyment subject to the guidelines as provided in Section II of this O&M Plan.

In addition, the Open Space System may include the Block A Promenade (also referred to as the South Promenade) (approximately 0.33 acres) which would also provide generous, wide spaces for bike and pedestrian circulation and opportunities for such features as rain gardens, environmental graphics, play structures, and exercise stations.

II. Open Space Guidelines

a. Purpose. Subject to the conditions of this O&M Plan, the Open Space Improvements will be available for open space, pedestrian and recreational use and access by the public.

b. Hours of Operation. The Open Space Improvements will be open to the public without charge, during reasonable and predictable hours, for a minimum of ten (10) hours each day of the year between October and April and twelve (12) hours each day of the year between May and September ("Access Hours"). Developer may, in its sole discretion, extend the Access Hours. Developer may close the Open Space Improvements to the public in cases of emergency or for limited periods based to security concerns or to respond to or terminate any Prohibited Activities.

c. Rules and Regulations. Consistent with this O&M Plan, Developer shall create Rules and Regulations and a Code of Conduct for use of the Open Space Improvements. Developer may, from time to time, revise the Rules and Regulations in its sole discretion.

d. Limitations. The following activities shall be prohibited in the Open Space Improvements:

- Camping;
- Smoking;
- Carrying weapons;
- Off-leash pets except in the ~~Town Green~~ Community Open Space if a fenced dog park/off leash area is provided;
- Posting of signs or notices (but not the holding of signs or signature gathering);
- Possession of alcoholic beverages;
- Possession of illegal drugs pursuant to the Revised Code of Washington;
- Public protest;
- Sexual activity or misconduct;
- Solicitation of any kind;

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- Urination or defecation;
- Assault or fighting;
- Use of amplified sound provided that Developer may approve use of amplified sound as part of an authorized gathering or activity;
- Any other activity which may result in injury to persons or damage to property or which unreasonably interferes with the enjoyment of the Open Space Improvements by others or obstructs access to Open Space Improvements, as determined in Developer's sole discretion.

(collectively, the "Prohibited Activities"). Developer reserves the right to take such lawful action as it deems necessary or advisable under the circumstances to prevent, respond to or terminate any Prohibited Activities, including but not limited to temporary closure of the Open Space Improvements.

III. Maintenance. Developer shall be responsible for maintenance of the Open Space Improvements, including keeping the Open Space Improvements in a reasonably neat, safe, and orderly condition.

IV. Enforcement. Developer acknowledges that the ongoing maintenance and operations of the Open Space Improvements consistent with the O&M Plan is required pursuant to the Development Agreement. The City reserves all rights under the Shoreline Municipal Code to ensure enforcement of the O&M Plan as a condition of the Development Agreement and any Project approvals. The Parties acknowledge that in order for the O&M Plan to remain effective, certain modifications and revisions may be necessary from time to time. Accordingly, the O&M Plan may be modified only with the written approval of the Parties.

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Rules and Regulations

The Shoreline Place Historic Sears Property (Property), including its Open Space System and parking areas, is private property. In order to make your visit, and that of others, a pleasant one, we ask you to follow this Code of Conduct.

1. IMPROPER ATTIRE: Appropriate clothing is required. Wearing apparel that obscures or conceals face, including but not limited to hoodies or masks, or apparel that may provoke a disturbance or incite violence is prohibited. This provision does not apply to clothing, masks or other apparatus worn for cultural or religious reasons or for medical conditions.

2. SAFETY/IMPENDING FLOW OF TRAFFIC: No running, skating, skateboarding, rollerblading, riding razors, scooters or other similar activity. No riding Segway's or other motorized devices, except by persons with a mobility impairment.

3. DISTURBING THE PEACE: No excessive or disruptive noise such as yelling or screaming. No hawking, verbally threatening or harassing which creates a disturbance or infringes on the rights or peace of other visitors or patrons of the Property.

4. LOUD MUSIC. No playing loud music, unless part of a permitted gathering or performance.

5. VERBAL CONDUCT: No fighting, threatening comments or gestures, obscene language, racial, religious or ethnic slurs that are disruptive or may cause a disturbance.

6. WEAPONS: No weapons, including but not limited to firearms, knives, or any other object(s) that may be used in any way to inflict bodily injury to any other person.

7. ALCOHOL/NARCOTICS: No open receptacle containing any alcoholic beverage, except in areas specifically designated for the consumption of alcohol. No possession or use of illegal substances.

8. VIDEO TAPING: No photographing or videotaping without prior consent of the Property management.

9. INTERNET: No viewing or displaying material on laptops, tablets and smartphones that is likely to provoke a disturbance or embroil the Property's patrons or visitors in conflict. No use of obscenities, sexually explicit language, or images displaying the aforementioned content. No displaying of pornography, or gruesome material. Excessive use of the Property's WIFI system is also prohibited.

10. VANDALISM: No littering, damaging, defacing or destroying property. No removal of items from any trash or recycling receptacles.

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11. EXPRESSIVE ACTIVITY: No expressive activity which creates a disturbance or infringes on the rights or peace of other visitors. This provision does not prohibit constitutionally protected free speech.

12. SOLICITATION AND COMMERCIAL ACTIVITY: No noncommercial expressive activity not sponsored by the Property and/or an enterprise engaged in business at the Property, other than qualified labor activity. No solicitation of money or contributions, except with the prior written agreement of the management of the Property.

13. SMOKING: No smoking, electronic cigarettes, or vaping, except in an area specifically designated for Smoking.

14. LOITERING: No loitering; blocking storefronts, fire exits, stairs, elevators, or escalators; or obstructing pedestrian or vehicular traffic. Persons who violate this Code of Conduct may be banned from the Property or subject to arrest. The Property management expressly retains the right to revise or modify these rules as necessary.

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Departure Requests

#	Land Use Code	Code Item	Code Requirement	Departure Request	Design Rationale
Site Development Standards Departures related to site design dimensional requirements					
D1	20.50.240.C.1.e	Site Design - Site Frontage	A building's primary entry shall be located on a street frontage and recessed to prevent door swings over sidewalks, or an entry to an interior plaza or courtyard from which building entries are accessible;	Allow for building entries along Westminster Way and N 160th Street to be accessed from an internal public open space with a pedestrian connection to the public right of way.	Significant grade changes along both Westminster Way and N160th do not allow for all primary building entries to be located on the street frontage. Where physically feasible, building entries are located near site entry drives and connected to the public right-of-way by an accessible pathway through a public open space. Primary entries indicated in red and clouded on Departure Exhibit D1
D2	20.50.240.E.1.a	Site Design - Internal Site Walkways	All development shall provide clear and illuminated pathways between the main building entrance and a public sidewalk. Pathways shall be separated from motor vehicles or raised six inches and be at least 8 feet wide	Allow for sidewalks along private residential streets and pathways not serving commercial uses to be reduced to 6 feet wide.	A 6' wide sidewalk along private residential streets with no commercial frontage would exceed the minimum 5feet wide sidewalk as required per section 12.8 (Private Streets) of the Shoreline Engineering Manual.
D3	20.50.240.E.1.c	Site Design - Internal Site Walkways	Raised walkways at least eight feet wide shall be provided for every three, double-loaded aisles or every 200 feet of parking area width. Walkway crossings shall be raised a minimum three inches above drive surfaces	Allow for walkways to be provided for every 265 feet of parking lot width provided that no parking stalls is more than 100 feet from a walkway.	A parking lot with three code compliant double-loaded aisles exceed the minimum 200 feet aisle separation. The proposed site design creates a framework of well connected pedestrian scaled blocks that serves uses on multiple sides. The largest proposed distance between walkways is greater than 200 feet, however no stall is more than 100 feet from a walkway which is consistent with the intent of the code requirements. Proposed Departure supported by Departure Exhibit D3
D4	20.50.410.H	Parking design standards	Parking spaces abutting a landscaped area on the shall provide an additional 18 inches to provide a place to step other than in the landscaped area. In a parking garage, any space abutting a wall shall provide an additional 18 inches.	Allow for the required 18" step-off to be provided with a 12" paving strip inside the 6" curb.	This departure would still achieve the goal of not requiring a driver or passenger to step into a landscape area, but onto a durable surface. This is the same condition that occurs at parallel street parking. Proposed Departure supported by Depairture Exhibit D4
D5	20.50.410.F	Parking design standards	Stall size (width x length) to be: • Desired: 9' x 20' • Minimum: 8.5' x 20' • Compact: 8' x 16' Note: up to 50% of stalls allowed to be compact stalls	Allow for the following stall sizes (width x length): • Desired: 9' x 18' • Minimum: 8' x 16' • Compact: 7.5' x 15' Note: up to 50% of stalls allowed to be compact stalls	The site design recognizes that transient users require larger parking stalls due to the higher turn-over rate. With this in mind, the site plan includes a combination of 9'x 20' and 9' x 18' commercial stalls with a less than 25% of stalls being 9' x17'. Smaller stall sizes, specifically within residential buildings are more consistent with the urban character of the development and the goal of increasing land efficiency as outlined in the CRA.
Building Development Standards Departures related to site design dimensional requirements					
D6	Table 20.50.020(3)	Dimensional Requirements	Base height dimensions for Development in Mixed Business Commercial Zones MB is 70'.	Allow for a proposed base height of 80'	Generally, the proposed development is conceived as 5 floors wood frame construction over 2 floors of type 1 construction. The existing site grades change by nearly 20' from the northwest to the southeast corner of the site. Due to the existing grades changes and a trend of 9' ceiling heights in the luxury residential market, some of the building heights may ultimately exceed the current allowable base height. The building code would still limit the maximum occupied floor level of any building to 75' to avoid high rise construction requirements.

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Departure Requests

D7	20.50.250.B.3	Building Design - Building Articulation	Provide the following articulation features at least every 35 feet of facade facing a street, park, public place, or open space. Parking structure facades fronting public streets shall apply to this subsection only as material, color, texture, or opening modulations and not as offset modulations: a. Vertical building modulation 18 inches deep and four feet wide, if combined with a change in color or building material. Otherwise, the minimum depth of modulation is 10 feet and the minimum width for each modulation is 15 feet. Balconies may be used to meet modulation; and b. Distinctive ground or first floor facade, consistent articulation of middle floors, and a distinctive roof line or articulate on 35-foot intervals.	Allow for required building articulation to occur at least every 80 feet of facade facing a street, park, public place, or open space.	Building articulation, while necessary for any successful design expression, needs to be appropriately scaled to the size of development to which it is being applied. The strict application of a 35' modulation interval on a more than 250' facade would lead to a monotonous design language. A 35 feet articulation module is more appropriately scaled to smaller multifamily residential and town home developments, rather then the vibrant center described in the Aurora Square CRA. The request for a departure to an 80 feet articulation module is consistent with the requirements for Commercial buildings set forth in 20.50.250.B.2 of the Shoreline Development standards. Proposed Departure supported by Departure Exhibit D7
D8	20.50.250.B.5	Building Design - Building Articulation	Every 150 feet in building length along the street front shall have a minimum 30-foot-wide section that is offset by at least 20 feet through all floors.	Every 150 feet in building length along the street front shall have a minimum 30-foot-wide section that is offset by at least 10 feet through all floors above the ground level floor.	Extending the required building articulation down to the ground level interrupts the consistency of the urban street frontage. A departure from this requirement would enhance the ground level experience as envisioned in the Aurora Square CRA. Proposed Departure supported by Departure Exhibit D8

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Departure Exhibits

D1 – Departure Request

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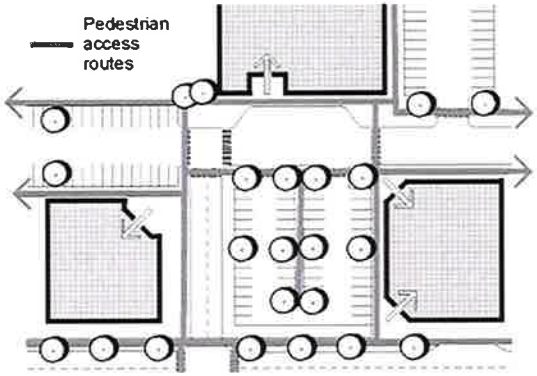
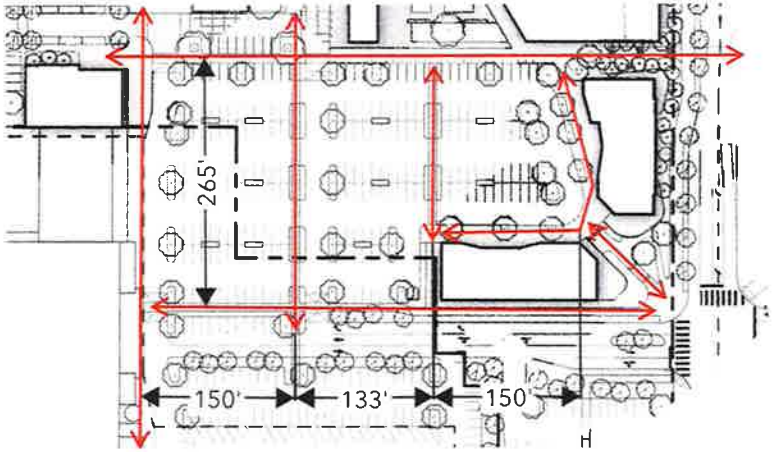
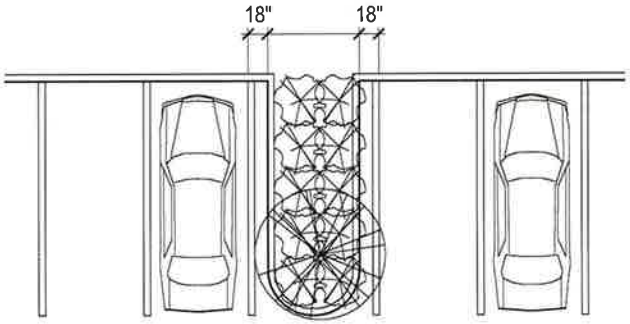
Departure Exhibits



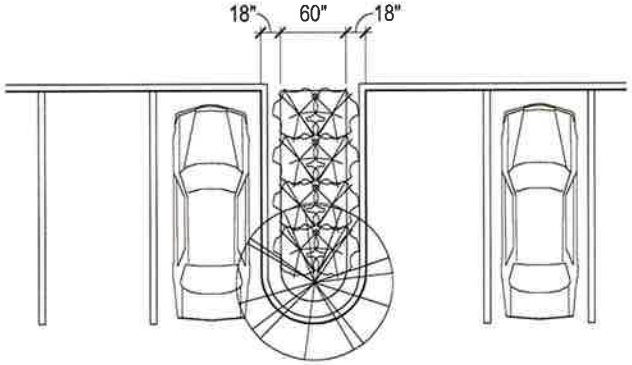
D3 – Code Compliant Example



D3 --- Departure Request



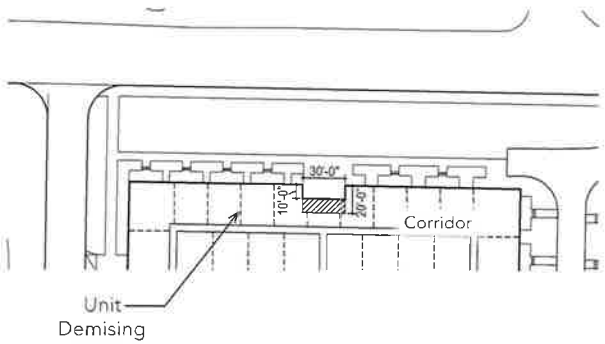
D4 – Code Compliant Example



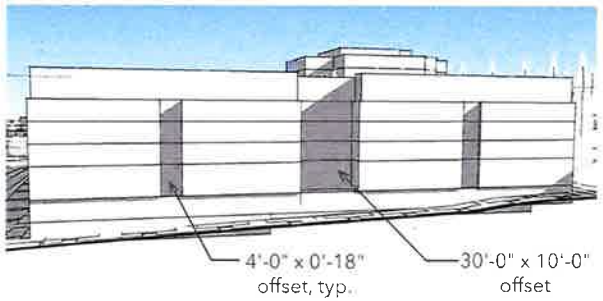
D4 – Departure Request

ORIGINAL

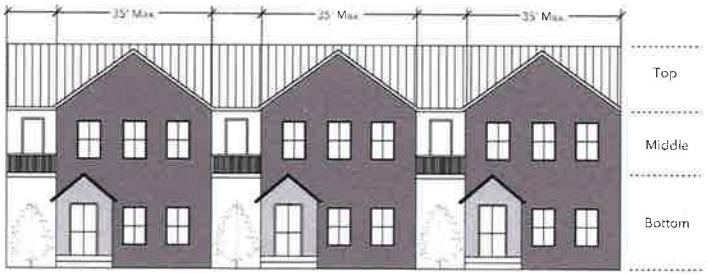
Departure Exhibits



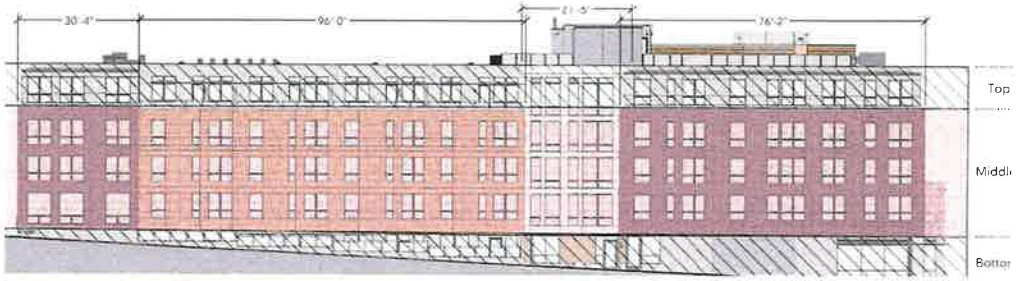
D8 -- Departure Request --- Plan



D8 -- Departure Request --- 3D View



D7 --- Code Compliant Example



D7 --- Departure Request Example

ORIGINAL

Shoreline Place Development Agreement
Exhibit K - Net New PM Peak Hour Trip Accounting Tool

Shoreline Place Trip Generation Phasing Analysis
Generic Schedule

Phase	New Land Uses Built	Existing Building/Uses Removed	PM Peak[1] (Cumulative as Phasing Progresses) Enter	Exit	Total Trips
Phase 1 (enter description as needed)	*Enter basic information on proposed use (e.g., 15,000 SF of retail + 250 apartments)*	*Enter basic information on removed land use (e.g., 20,000 SF of office)*	*Calculate enter/exit trips net new for new uses.*		0
			Calculate enter/exit trips of removed uses.		0
		Subtotal after Phase 1	**0**	**0**	**0**
Phase 2 (enter description as needed)	*Enter basic information on proposed use (e.g., 15,000 SF of retail + 250 apartments)*	*Enter basic information on removed land use (e.g., 20,000 SF of office)*	*Calculate enter/exit trips net new for new uses + previous phases*		0
			Calculate enter/exit trips of removed uses + previous phases.		0
		Subtotal after Phase 2	**0**	**0**	**0**
Phase 3 (enter description as needed)	*Enter basic information on proposed use (e.g., 15,000 SF of retail + 250 apartments)*	*Enter basic information on removed land use (e.g., 20,000 SF of office)*	*Calculate enter/exit trips net new for new uses + previous phases*		0
			Calculate enter/exit trips of removed uses + previous phases.		0
		Subtotal after Phase 3	**0**	**0**	**0**
Phase 4/5 (enter description as needed)	*Enter basic information on proposed use (e.g., 15,000 SF of retail + 250 apartments)*	*Enter basic information on removed land use (e.g., 20,000 SF of office)*	*Calculate enter/exit trips net new for new uses + previous phases*		0
			Calculate enter/exit trips of removed uses + previous phases.		0
		Subtotal after Phase 4/5	**0**	**0**	**0**

Check to ensure final buildout is less than 66 new p.m. peak hour trips and no single phase is above 130 new p.m. peak hour trips.

Source: Utilize methods and assumptions from ITE Trip Generation, 10th Edition, and Shoreline Place Transportation Consistency Analysis to indicate net new trips (with deductions for pass-by and internalization) only
Shoreline Place - February 2019 Program with a total of 72,160 commercial retail and 1,400 residential apartment units at full buildout

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Shoreline Place Development Agreement
Exhibit K - Net New PM Peak Hour Trip Accounting Tool

Shoreline Place Trip Generation Phasing Analysis

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Shoreline Municipal Code
Title 20 Development Code
Code Version: November 2018 Development Code Supplement, along with Ordinance No. 849 (procedural amendment regarding plat alterations)

20.10 General Provisions

Entire Chapter 20.10.010-20.10.060

20.20 Definitions

Entire Chapter 20.20.010-20.20.060

20.30 Procedures and Administration

20.40 Zoning and Use Provisions (applicable section of this Chapter are identified below)

Applicable Sections of Chapter 20.40 Subchapter 1. Zones and Zoning Map

20.40 Zoning and Use Provisions

20.40.010 Purpose

20.40.020 Zones and map designations

20.40.040 Nonresidential zones

20.40.060 Zoning map and zone boundaries

Applicable Sections of Subchapter 2. Permitted Uses

20.40.100 Purpose

20.40.110 Use Tables

20.40.120 Residential uses

20.40.130 Nonresidential uses

20.40.140 Other uses

Subchapter 3. Index of Supplemental Use Criteria

Entire Subchapter 20.40.200-20.40.610

Chapter 20.50 General Development Standards (applicable section of this Chapter identified below)

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Vested Provisions of SMC Title 20

Subchapter 1. Dimensions and Density for Development

20.50.010 Purpose

20.50.020 Dimensional requirements.

A. Table 20.50.020(3) Dimensions for Development in Commercial Zones

20.50.021 Transition areas.

20.50.030 Lot width and lot area – Measurements

20.50.040 Setbacks – Designation and measurement

20.50.050 Building height – Standards

Subchapter 4. Commercial Zone Design

Entire Subchapter 20.50.220-20.50.250

Subchapter 5. Tree Conservation, Land Clearing and Site Grading Standards

Entire Subchapter 20.50.290-20.50.370

Subchapter 6. Parking, Access and Circulation

Entire Subchapter 20.50.380-20.50.440

Subchapter 7. Landscaping

Entire Subchapter 20.50.450-20.50.520

Subchapter 8. Signs

20.50.620 Aurora Square Community Renewal Area sign standards

Subchapter 9. Deep Green Incentive Program (DGIP)

Entire Subchapter 20.50.630

Chapter 20.60 Adequacy of Public Facilities

Entire Chapter 20.60.010-150

Chapter 20.70 Engineering and Utilities Development Standards

Entire Chapter 20.70.010-20.70.450

ORIGINAL

Shoreline Place Development Agreement
Exhibit L - Vested Code Sections

Vested Provisions of SMC Title 20

Chapter 20.80 Critical Areas

Entire Chapter 20.80.010-20.80.450

Chapter 20.100 Special Districts

20.100.020 Aurora Square Community Renewal Area (CRA)

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PARK FEE CREDIT REQUIREMENTS

Assumed # of units	1,358
Current Park Impact Fee	$2,683
TOTAL PIF Due	$3,643,514

Land value per acre per July 2017 Rate Study	$860,122

Discount Area	Public Space Component (Referred to as "Open Space" in SMC)	Acres (1, 2)	Credit (3)	Cumulative Credit	Outstanding PIF Due
				$0	$3,643,514
Yes	"Community Open Space"	0.7	$602,805	$602,805	$3,040,709
Yes	East Plaza	0.43	$369,852	$972,657	$2,670,857
Yes	West Plaza	0.23	$197,828	$1,170,485	$2,473,029
Yes	Westminster Way Plaza	0.11	$94,613	$1,265,098	**$2,378,416**

(1) Area and credit to be determined at time of building permit based on then current Rate Study and cost of eligible improvements

(2) If the 0.2 acre parking area immediately adjacent to the Community Open Space is signed "Community Open Space Use only" it will be considered part of the Community Open Space and the area of the Community Open Space adjusted accordingly.

(3) In order to receive a credit against Parks Impact Fees for any of the above-referenced components of the "Open Space System," the following requirements shall be met:

Discount Area	Public Space Component (Referred to as "Open Space" in SMC)	Requirements
Yes	"Community Open Space"	Provide park-like amenities including a playground and/or an off-leash area or similar type destination park amenity. Plus gathering space such as an amphitheater or sloped turf area. Wide planting areas to provide separation from vehicular and pedestrian thoroughfares. Should be landscaped with perimeter trees to preserve open feel and sightlines. Area should be conducive to small music or theater performances. Electrical service should be provided. At least one piece of free-standing public art. Include parking if it is signed for "Community

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		Open Space" use only. Requires easement to access from B Street and/or 156th.
Yes	Central Plaza (East and West Plazas)	Pedestrian only plaza. Landscaped for gatherings and events such as farmer's market, musical performances or art festivals. An interactive water feature that allows access to the water for small children and people with disabilities. Moveable outdoor seating. Public art as a stand-alone feature or incorporated throughout the plaza. The East Plaza should include play features for children. East and West Plaza should be visually integrated.
Yes	Westminster Way Plaza – area at 155 and Westminster.	Pedestrian only, terraced plaza. Signature art feature that relates to the Interurban Trail and bridges.

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EXHIBIT N
PHASE-01 CIRCULATION

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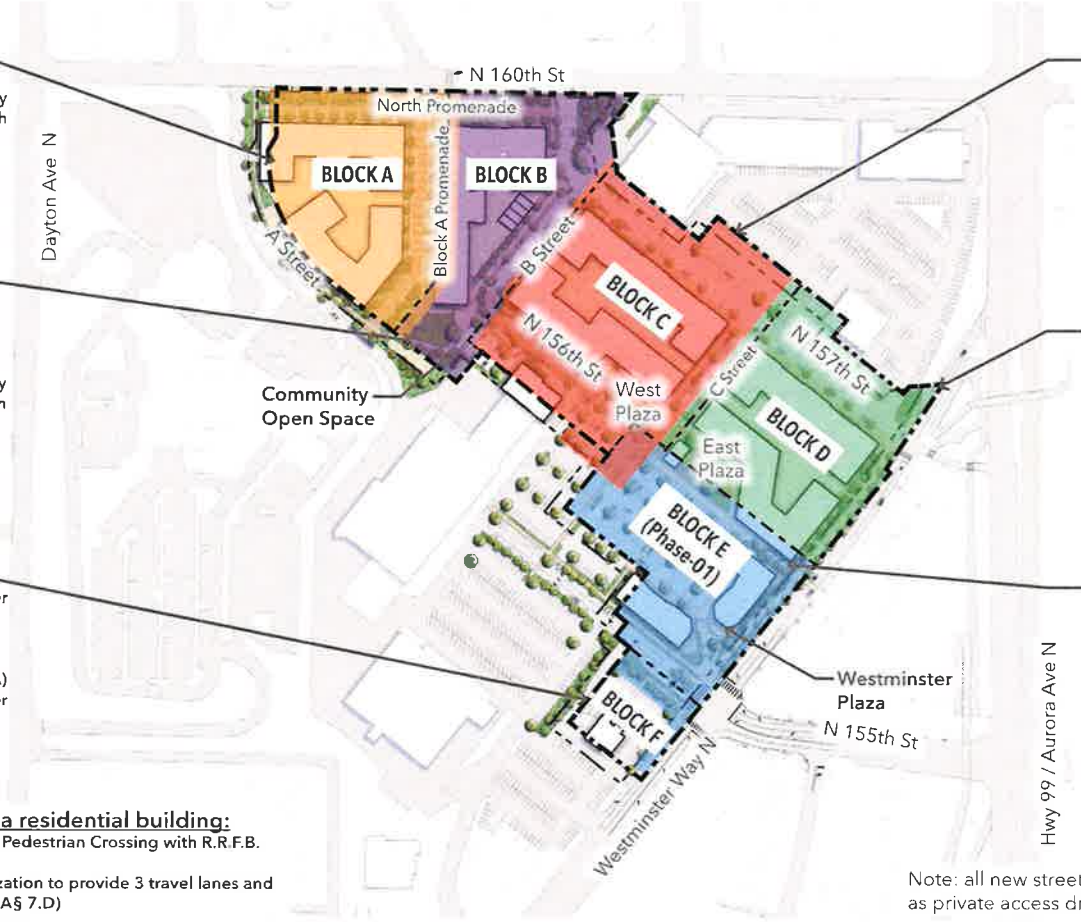
EXHIBIT O
Block Plan & Required Improvements per Phase

Block A:
- N. 160th Street Amenity Zone and Pedestrian Facility from A St to 157th St "North Promenade." (if precedes Block B). (DA§ 7.E).

Block B:
- Community Open Space. (if precedes Block C). (DA§ 5.B)
- N. 160th Street Amenity Zone and Pedestrian Facility from A St to 157th St "North Promenade." (if precedes Block A). (DA§ 7.E).
- B Street. (if precedes Block C). (DA§ 8).

Block F:
- Contribution to Westminster Way N. frontage improvements (with 1st building permit). (if precedes Block E) (DA§ 7.A)
- Contribution to Westminster Way N. / N. 155th Street intersection. (if precedes Block E) (DA§ 7.B)

1st Building permit for a residential building:
- N. 160th Street Mid - Block Pedestrian Crossing with R.R.F.B. (DA§ 7.C)
- N. 160th Street re-channelization to provide 3 travel lanes and bike lanes on both sides. (DA§ 7.D)



Block C:
- Community Open Space. (if precedes Block B). (DA§ 5.B)
- West Plaza. (DA§ 5.B)
- Pedestrian Shared Street. (DA§ 5.B)
- N. 157th Street and bike sharrow from 160th St to Westminster Way. (if precedes Block D).
- B Street. (if precedes Block B). (DA§ 8).

Block D:
- East Plaza. (DA§ 5.B)
- C Street. (DA§ 8).
- N. 157th Street with bike sharrow lane from 160th St to Westminster Way. (if precedes Block C).

Block E:
- Westminster Plaza. (DA§ 5.B)
- Contribution to Westminster Way N. frontage improvements (with 1st building permit). (if precedes Block F) (DA§ 7.A)
- Contribution to Westminster Way N. / N. 155th Street intersection. (if precedes Block F) (DA§ 7.B)

Note: all new streets to remain as private access drives.

N

0 50 100 200'
Scale: 1" = 200'-0"

SHORELINE PLACE
06.27.2019

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