

Revised DRAFT 01/08/2019

**DEVELOPMENT AGREEMENT BETWEEN CITY OF REDMOND
AND OWNERS OF REDMOND CENTER**

THIS DEVELOPMENT AGREEMENT is entered into this ____ day of _____, 2018 (“Effective Date”), by and between the CITY OF REDMOND, a Washington Optional Municipal Code City (the “City”) and CENTRAL VALLEY ANNEX LLC, a Washington limited liability company, HOUGHTON LANE LLC, a Washington limited liability company, NELGROUP PROPERTIES LLC, a Washington limited liability company, QUINTON 83rd MALL LLC, a Washington limited liability company and REDMOND RIVERWALK LLC, a Washington limited liability company, all of which are referred to collectively in this Agreement as “Redmond Center Owners” and whose properties are collectively referred to herein as “Redmond Center”.

BACKGROUND

A. Consistent with the Growth Management Act, the City has established the policy of promoting development of its urban centers to achieve the vision for these important areas as set forth in the Redmond Comprehensive Plan, including Policy UC-6:

Promote the urban centers as locations for a variety of businesses, including retail, office, services, and entertainment uses that are compatible with a mixed-use urban environment. Encourage a variety of economic activities, ranging from daily goods and services to small and locally owned boutiques and other specialty stores, as well as restaurants, residences and offices that promote the urban centers as appealing places to live, work and shop and provide for active uses during the day and evening hours.

B. Redmond Center comprises more than 22 acres of real property in the heart of the Downtown Urban Center. The approximate boundaries of Redmond Center are shown on Exhibit A. The legal description of Redmond Center is set forth on Exhibit B.

C. The City Council recognized the need to complete the Downtown street grid when it enacted ordinance No. 2703. In this ordinance, the City Council directed the City Administration to formulate a proposal to ensure that new Downtown street connections, including the future extension of 158th Avenue NE from 83rd Street through Redmond Center to a connection with Redmond Way, are developed in coordination with future land use changes via a master planning process.

D. Representatives of the City Administration and Redmond Center Owners have worked together over an extended period of time to coordinate long range master planning for public facilities and future redevelopment of Redmond Center. Key findings of this process include:

- The Redmond Center assemblage of 14 King County Assessor's parcels comprising more than 22 acres of land presents a rare opportunity for coordinated long range public/private planning for infrastructure needed to realize the community vision for this area of Downtown.
- Redmond Center serves as a neighborhood shopping center within walking distance of the growing Downtown residential population. Fostering the continued ability of Redmond Center to provide neighborhood services into the future will promote the continued growth, vitality and livability of the Downtown.
- Redmond Center provides Class A commercial office space located within walking distance of public transit, including the existing transit center and future Downtown light rail station, and in close proximity to residential neighborhoods. Fostering the ability of Redmond Center to continue to provide, expand and diversify commercial office space will support smart growth by growing employment opportunities in Downtown with the ability to walk and bike to work, and to commute via public transit.
- Public and private street and utility improvements and protocols enhancing circulation and provision of utility services are critical to future Downtown growth, including:
 - The extension of 158th Ave NE to a connection with Redmond Way.
 - Construction of a private street within Redmond Center from 158th Avenue NE to 161st Avenue NE to facilitate east-west circulation.
 - Agreement on protocols for connections to public and private stormwater systems.
 - Agreement on protocols for construction of, and connections to sanitary sewer and water systems.

E. RCW 36.70B authorizes cities to enter into development agreements with property owners to govern the future development of real property. A development agreement between the City and the owners of Redmond Center will facilitate public and private planning and investments that will facilitate future development of the Downtown Urban Center.

AGREEMENT

NOW, THEREFORE, pursuant to the provisions of RCW 36.70B.170, et. seq., in furtherance of the City's Comprehensive Plan and in consideration of the mutual promises, benefits and obligations set forth herein, the City and the undersigned property owners enter into the following Development Agreement ("Agreement"):

1. Project. Redmond Center Owners anticipate that over the term of this Agreement Redmond Center will be redeveloped to accommodate a broader range and greater variety and intensity of retail, residential, service, office and other commercial uses (“Redmond Center Redevelopment” or the “Project”). A conceptual site plan illustrating potential land uses that may be included in Redmond Center Redevelopment is attached as Exhibit C. The conceptual plan is illustrative only and is not binding. The City has not evaluated or approved this conceptual plan. Actual land uses, building sites, sizes and designs will be proposed and reviewed through the City’s master plan, site plan entitlement and/or other land use and development approval processes, including environmental review.

1.1 Development Standards. Except as expressly otherwise provided in this Agreement, the standards that shall apply to, govern and vest the development, use, and mitigation of the Project throughout term of this Agreement (“Development Standards”) shall be those standards and procedures specified in the City’s zoning, building and other development regulations in effect at the time of submittal of each complete building permit application for a phase, structure or other component of the Project. As used in this Agreement, the term “Development Standards” includes all regulations pertaining to:

- (a) Project elements such as permitted uses, residential densities, and nonresidential densities and intensities or building sizes;
- (b) The amount and payment of impact fees imposed or agreed to in accordance with any applicable provisions of state law, any reimbursement provisions, other financial contributions by the property owner, inspection fees, or dedications;
- (c) Mitigation measures, development conditions, and other requirements under chapter 43.21C RCW;
- (d) Design standards such as maximum heights, setbacks, drainage and water quality requirements, landscaping, and other development features;
- (e) Affordable housing;
- (f) Parks and open space preservation;
- (g) Phasing;
- (h) Review procedures and standards for implementing decisions;
- (i) A build-out or vesting period for applicable standards; and
- (j) Any other appropriate development requirement or procedure.
- (k) Design Requirements for Water and Wastewater Extensions.

2. Street Improvements.

2.1 158th Ave NE Extension to Redmond Way. The extension of 158th Ave NE to Redmond Way (“158th Extension”) shall be defined as improvements to 158th Ave NE to extend the roadway south of its current most southerly point in the vicinity of NE 83rd Street to a future connection at an intersection at Redmond Way and Bear Creek Parkway, including all engineering, property acquisition, street lighting, traffic signals, stormwater, water, sewer, and other utility improvements, sidewalks and all other improvements required for a completed project in compliance with applicable City standards. All planning, design and construction of the 158th Extension, and any part thereof, and of Redmond Center Redevelopment, shall be consistent with the following:

- (a) The final roadway alignment shall be consistent with the engineering drawing titled “158TH AVE NE EXTENSION ALIGNMENT” dated July 18, 2017 attached hereto as Exhibit D. The approximate alignment of the 158th Extension is shown on Exhibit C.
- (b) The road right-of-way shall be 60 feet in width.
- (c) Subject to compliance with future City standards and required modifications identified through design and engineering work, the improvements within the right-of-way shall be consistent with the existing 158th Ave NE between NE 83rd Street and NE 85th Street. The ultimate street section shall be determined at time of permitting for construction or with an associated redevelopment of the Redmond Center properties. A conceptual road section is depicted on the street section graphic titled “158TH AVENUE NE EXTENSION ROADWAY SECTION” dated July 18, 2017 attached as Exhibit E.
- (d) The project shall include construction of a connection under the Redmond Central Connector to Redmond Way at the Bear Creek Parkway intersection.

2.2 Eligibility for Impact Fee Credits. The 158th Extension is currently identified as Project 170 in the City’s Unfunded Buildout Plan included in the Transportation Master Plan (TMP) as Appendix E. At such time as a funding source for the 158th Extension, or a portion thereof (“Segment”), is identified, the City shall perform, or require a party obligated to fund construction to perform, preliminary design work and cost estimating for the 158th Extension or Segment, with the goal of listing the Project on the City Transportation Facilities Plan (TFP) and/or taking such other appropriate actions such that the 158th Extension will be classified as a system improvement eligible for impact fee credits. Consistent with the City procedure for amendment of the TFP, City Staff shall propose and recommend to the City Council that the 158th Extension be added to the TFP or other appropriate planning document as required for eligibility for impact fee credits.

2.3 Dedication of Land for Right-of-way. In the event the City constructs all or part of the 158th Extension, upon receipt of written notice by the City that it is proceeding with such construction and a request for conveyance of right-of-way, Redmond Center Owners shall dedicate to the City without cost, that real property owned by Redmond Center Owners that is required as right-of-way for the facilities to be constructed.

2.4 City Easements and Excess Land. As full and complete consideration for the obligation of Redmond Center Owners to dedicate land for right-of-way without cost as provided in Section 2.3 of this Agreement:

(a) Upon connection of 158th Ave NE to Redmond Way and opening of the connected street to public travel the City shall relinquish the existing east-west access and utility easements that run-in front of Sam's Tavern (formerly Canyons) from the current termination point of 158th Ave NE to the Redmond Center drive which collectively provide access to/from Redmond Way ("East-West Easements"). The approximate boundaries of the East-West Easements are shown on Exhibit F. The legal description of the land area encumbered by the East-West Easements is set forth on Exhibit G. The relinquishment shall be in a manner and form that is recordable and that will remove the encumbrance of the easements from the property as shown by the real property records maintained by King County at time of the redevelopment of the Redmond Center properties. At the time of relinquishment, easements related to access may be replaced in new locations by mutual agreement. In the event any utilities are located in the East-West Easements, Redmond Center shall be required to relocate them to a location reasonably approved by the City. (Either 160th Ave NE shall be dedicated as right-of-way, or the 160th Avenue NE easement shall remain in effect); and

(b) The City shall convey to the Redmond Center Owners, or to such one or more Redmond Center owners as may be designated in writing by the Redmond Center Owners, all of that real property within the boundaries of Redmond Center as defined in this Agreement that is part of the existing City right-of-way for 158th Ave NE that is no longer required for street right-of-way following completion of the 158th Extension. The existing City right-of-way for 158th Ave NE is shown on Exhibit F, inclusive of the area referred to as the "fish hook" curving to the east from the southern terminus of the north/south portion of the right-of-way to the western boundary of the East-West Easements.

(c) In the event that, prior to completion of the 158th Extension, Redmond Center Redevelopment occurs that requires moving all or portion of the East-West Easements, Redmond Center shall be entitled to modify the location of the East-West Easements to a location acceptable to the City in order to accommodate the Redevelopment with all costs of relocation, including utility relocations, to be paid by Redmond Center.

2.5 Obligation to Construct and Pay for 158th Extension/Impact Fee Credits.

(a) In the event the City has not completed design and/or construction of the 158th Extension when Redmond Center Redevelopment is proposed, the determination of whether Redmond Center Owners will be obligated to construct and/or pay for any, part or all of the cost of design and/or construction of the 158th Extension as a condition of development approval will be based on analysis of transportation impacts of the proposed development, impact mitigation provided by the improvements, and the principals of nexus and proportionality.

(b) In the event that Redmond Center Owners incur any cost for the design, permitting and/or construction of all or part of the 158th Extension, excluding the fair market value of land conveyed to the City without cost as required by this Agreement, and provided the

158th Extension is then listed in the TFP or subsequently added to the TFP or other applicable City capital planning document, the City shall award transportation impact fee credits to Redmond Center Owners in the amount of such costs to the extent such costs may properly be included in the calculation of impact fee credits pursuant to the Redmond Municipal Code and/or City regulations and practices in effect when the costs were incurred. In the event that Redmond Center Owners indirectly pay all or part of the cost for the design, permitting and/or construction of all or part of the 158th Extension through a local improvement district assessment or other monetary obligation imposed pursuant to any other infrastructure financing mechanism, the transportation impact fee credit shall include the principal amount of such assessment or other monetary obligation. In all cases the fair market value of right-of-way provided by Redmond Center Owners pursuant to this Agreement shall not be included in the calculation of the impact fee credit.

(c) Impact fee credits may be used to offset transportation impact fees that would otherwise be payable in connection with any development within Redmond Center as the boundaries of Redmond Center are defined in this agreement, including those additional parcels identified in Section 9.3. Such credits may be assigned by one or more Redmond Center Owners to other Redmond Center Owners or subsequent owners and developers of any Redmond Center property for use in connection with development of such property.

(d) Any unused impact fee credits awarded pursuant to this Agreement shall expire and be of no further effect upon the later of (1) the expiration of the term of this Agreement, including extensions of such term, and (2) six years following the date the credits were awarded to one or more Redmond Center Owners regardless of expiration of the term of this Agreement. The parties intend this provision to survive termination of this Agreement.

2.6 Timing of Design and Construction.

(a) Redmond Center Owners and the City shall communicate regularly for the purpose of sharing information about City planning and design work, and about Redmond Center Owners' development planning and timing as it relates to the 158th Extension. To the extent the 158th Extension is necessitated by development proposed by Redmond Center Owners, the parties shall coordinate these activities to facilitate completion of the street grid as soon as possible. Except in the case that the Street Extension is necessitated by development proposed by Redmond Center Owners, nothing in this Development Agreement obligates the City to elevate the priority of the 158th Extension above other projects of the City and the City retains complete discretion over the priority of its street projects.

(b) Unless previously constructed, Redmond Center Owners shall be responsible for conforming to code requirements for improvements to the street frontage along 158th Ave NE for its properties as they are developed or redeveloped, provided that, upon request of the property owner, the City may administratively determine that some or all of the improvements should be deferred to a later time to be combined with a larger section of the roadway improvements or for other reasons. Transportation impact fee credits shall be awarded for the costs of improvements performed or paid for by one or more of the Redmond Center Owners as provided in Section 2.5.

2.7 Private Utility Crossings of Street Right-of-Way. Redmond Center Owners shall have the right to install any utility and/or communication facility crossings between the parcels identified in Exhibit A they require under 158th Ave NE and under the 160th Ave NE corridor (current and future public street right-of-way and where the street is currently located on an easement) provided the private facilities do not unreasonably interfere with City facilities, and provided that Redmond Center shall pay the cost of relocation of its facilities if future relocation is required to accommodate a City street or utility improvement. If the improvement is made as a condition of a third-party development project, the cost shall be paid by that project owner unless required otherwise by the state law. The City and Redmond Center Owners shall cooperate in documenting this right through appropriate easements or other legally binding and recorded documents as land is conveyed to or otherwise acquired by the City for the 158th Ave NE.

2.8 Control of Parking and Access. The City acknowledges Redmond Center has the right to control access to, preclude shortcircuiting through, and restrict parking on its property. Gates and other control measures regulating access from City right-of-way shall be subject to city approval, based on appropriate traffic and circulation studies and to avoid queuing or unsafe conditions on City streets.

2.9 Central East-West Private Road Connector. Redmond Center Owners shall, at their sole cost, construct a central east-west private street to connect and facilitate circulation within Redmond Center (the “Connector”), to help unify the site and to provide retail street frontage opportunities. The Connector shall be a private street consistent with adopted City code and shall not become a dedicated City street. Specific design, alignment, timing and phasing will be approved through the site plan entitlement process for one or more of the Redmond Center development sites. The City shall consider the nature and intended use of the private street in determining the required street alignment and standards.

3. Stormwater

3.1 Fees and Charges. Parcels within Redmond Center connecting to the City stormwater system shall pay the stormwater fees and charges in effect at the time of connections, subject to vesting as to credits, exemptions, and procedures with respect to the regional stormwater system and downtown sub-basin stormwater capital facilities charges as provided in Sections 3.2 through 3.5 and Section 6 of this Agreement. All parcels within Redmond Center connected to the City stormwater system shall be subject to the citywide stormwater capital facilities charge to the extent and in the amount, that is in effect at the time of connection, and shall pay the monthly stormwater rates, and the stormwater engineering, plan review, and processing fees associated with development applications as in effect from time-to-time.

3.2 Opting out of Downtown Sub-basin CFC.

(a) **Reduced Sub-Basin Charge.** Pursuant to RMC 13.20.045 D., the Technical Committee has determined that all properties within Redmond Center are eligible to opt out of the regional stormwater system and downtown sub-basin stormwater capital facilities charge by electing to manage and dispose of stormwater through a private system directly connected to the

Sammamish River. (The time limit and procedure for opting out are specified in the following subsection 3.2 (b)). The Director of Public Works and Redmond Center Owners have agreed that should any or all owners of property within Redmond Center not opt out (“opt-in”) of connecting one or more parcels to the City stormwater system, the sub-basin stormwater capital facilities charge for such parcels shall be imposed at the rate of 50% of the charge otherwise in effect at the time of the connection, and each such owner and parcel shall be eligible for additional discounts for infiltration and other incentives upon satisfying the criteria as provided for in RMC 13.20.045 in the form attached as Exhibit H to this Agreement.

(b) Time Limit and Procedure for Opting Out. Notwithstanding the agreement to a reduced downtown sub-basin stormwater capital facilities charge as provided in subsection 3.2 (a), pursuant to RMC 13.20.045 D. 2, the City consents to, and agrees that Redmond Center Owners shall have the right through December 31, 2022 (the “Opt Out Deadline”) to elect whether to provide for stormwater runoff from one or more legal parcels within Redmond Center through a connection to (1) the City stormwater system, or, subject to confirmation of sufficient capacity to handle anticipated stormwater flows and obtaining all required governmental approvals, (2) through conveyance via the existing activated private system or (3) by connection to one or both of two existing non-activated stormwater outfalls to the Sammamish River that have been installed in anticipation of receiving stormwater runoff from new development or redevelopment in Redmond Center but have not yet been connected to any stormwater line (“the Non-Activated Redmond Center Outfalls”). In order to opt out of the City stormwater system for one or more parcels within Redmond Center the Redmond Center Owners shall notify the Director of Public Works in writing no later than the Opt Out Deadline of such Owners’ decision to opt out by connecting through conveyance via the existing activated private system or by connection to one or both of the Non-Activated Redmond Center Outfalls. In the event no such written notice has been provided by the Opt Out Deadline for one or more parcels, such parcels shall no longer be subject to the right to opt out of the City stormwater system and such parcels shall be connected to the City stormwater system at the time of development.

(c) For planning purposes, the parcels that are likely to “opt-in” are located on those parcels situated between 160th Ave NE and 161st Ave NE; however, the determination of whether to connect development sites in this area (and to connect any other site within Redmond Center) to the City system or a private system shall be made in the sole discretion of the affected property owner pursuant to this Section 3.2 (b) of this Agreement, subject to confirmation of sufficient capacity of the private system to handle anticipated stormwater flows and obtaining all required governmental approvals.

(d) One of the Non-Activated Redmond Center Outfalls is located at the southern boundary of the Quinton 83rd Mall LLC property and the other is located on the Redmond Riverwalk LLC Property to the north side of the current Opportunity Building. The locations are shown on Exhibit I. In the event Redmond Center Owners choose to activate either or both of the Non-Activated Redmond Center Outfalls by directing stormwater to such outfall(s), Redmond Center Owners shall work directly with the appropriate agencies of the State of Washington to obtain all of the necessary permits from the State for the maintenance and operation of the outfalls and shall comply with all applicable laws and regulations. The Redmond Center Owners shall also obtain any necessary City permits.

(e) In the event Redmond Center elects to activate the Non- Activated Outfalls, the City and Redmond Center Owners shall work together in good faith for this purpose consistent with the Redmond Center Owners' obligation of satisfying all state and local permitting requirements and the City's obligation to perform its local review and permitting responsibilities.

4. Sanitary Sewer

4.1 Connection Options. Redmond Center Owners shall have the right at the time of redevelopment of each parcel to elect whether to provide for conveyance of sanitary sewer effluent from such parcel through a connection to the existing Redmond system or by connecting to the County's NE Sammamish Interceptor (NESI) by activating the existing stub. In each case such rights shall be subject to providing the City with all required easements for access to such facilities. All such easements shall be in a form reasonably acceptable to the City and Redmond Center Owners. An all-weather driving surface meeting City standard shall be provided on private property to facilitate maintenance of the sewer facilities. To the extent the County requires that a connection to its interceptor be made only by a city or other governmental entity, the City shall facilitate the connection, provided that all costs shall be borne by Redmond Center Owners. The City shall address the NESI connection option in the next update of the General Sewer Plan. For planning purposes it is likely that those parcels located between 160th and 161st will connect to the City system, however, the determination of whether to connect any development site on such parcels (or any development site on any other parcel in Redmond Center) to the City system or the County Interceptor shall be made in the sole discretion of the affected property owner at the time of redevelopment of the parcels, subject to satisfaction of applicable engineering standards and permit requirements. The location of any connection to the City sewer system shall be approved by the City. If existing NESI stub is removed by King County, this section (4.1) shall be void.

4.2 New and Relocated City Sewer Mains. At the time of development, new or relocated city sewer mains shall be placed in public right-of-way when practical, but may be placed in easements, in accordance with City Design Requirements, when right-of-way is not reasonably available, subject to City approval of locations, not to be unreasonably withheld.

4.3 Charges and Fees. Redmond Center Owners shall pay the regularly imposed general connection charges and monthly service rates when connecting to the existing City system. If Redmond Center Owners choose to construct an extension from the direct connection with the NESI to serve any one or more development sites, Redmond Center Owners shall convey ownership of the extension and connection, and any necessary easements, to the City of Redmond to become part of the City system. Monthly service rates shall apply.

4.4 Credits.

(a) Upon conveyance of sewer improvements to the City, the Redmond Center Owner(s) that have incurred the costs shall receive the maximum allowed credit for such owners' cumulative construction costs which shall be applied against any connection charges due to the City for any parcel or building in Redmond Center. Construction costs shall be accumulated and

costs in excess of those which can be applied as credit against one or more connection charges at any one time shall be carried over and thus shall be “banked” and shall be available for use as credits for all future connection charges, and applied to the maximum extent possible to achieve the maximum possible credit as additional connections are made.

(b) Credits shall be assignable by Redmond Center Owners to any other owner or successor owner or developer of all or part of Redmond Center. Unused credits accumulate and may be applied to any development within Redmond Center as the boundaries of, and parcels included in the Center are currently defined in the Agreement (including potential acquisition parcels per Section 9.3).

(c) Unused credits expire upon expiration of the term of this Agreement, including extensions and renewal terms, or 6 years from award of the credit, whichever is longer.

5. Water Service. The City shall include future infill and redevelopment of Redmond Center in its assumptions and planning for water facilities to serve the downtown.

6. Vesting.

6.1 Downtown sub-basin stormwater capital facilities charge. All parcels within Redmond Center shall be vested to City regulations pertaining to the Downtown sub-basin stormwater capital facilities charge as set forth in RMC 13.20.045 as of the Effective Date, provided that the amount of the sub-basin stormwater capital facilities charge used for purpose of calculating any charges owing pursuant to the Vested Regulations shall be the sub-basin stormwater capital facilities charge in effect at the time of the building permit or other application that requires a connection to the City stormwater system. A copy of RMC 13.20.045 in effect as of the Effective Date is set forth in Exhibit H.

6.2 Option to be bound by new regulations. Any owner of property within Redmond Center may request to be bound by future amendments to the Redmond Municipal Code, Redmond Zoning Code, or other regulations, policies or guidelines affecting matters within the scope of the Vested Regulations, and such request shall be approved administratively.

6.3 City's reserved rights. Notwithstanding any other provisions of this Agreement, pursuant to RCW 36.70B.170 (4) the City reserves authority to impose new or different officially adopted regulations of general applicability, but only if, and to the extent, required by serious threat to public health and safety, as determined by the City Council after written notice and an opportunity to be heard has been provided to all owners of the Property.

6.4 Preemption of Vesting Authority. Redmond Center Owners acknowledge that the City's authority to agree to vesting as set forth in this Agreement may be affected or precluded by future Federal or State action, provided Owners reserve the right to challenge such action to protect rights under this Agreement.

7. Environmental Review. Environmental review of development impacts of public and private development contemplated by this Agreement shall be conducted, and impact

mitigation, if any is required, shall be imposed at the time of development approvals in accordance with Development Standards then in effect.

8. Term. The term of this Agreement shall be twenty (20) years. The City and Owner may agree to extend the term of this Agreement, provided that such extension is approved by the City Council. Upon expiration of the term of this Agreement, including all extensions, or sooner termination of this Agreement by mutual agreement of the parties, all rights and obligations of the Parties under this Agreement shall terminate and be of no further effect except as expressly provided in Section 2.5 (d) (transportation impact fee credits) and Section 4.4 (c) (credits for sewer improvements).

9. Miscellaneous Provisions

9.1 Recording. The City Clerk shall record this Agreement with the King County Department of Records and Elections.

9.2 Transfer of Ownership. In the event of transfer of ownership of all or any portion of the Property, the benefits accruing to, and the obligations placed upon the undersigned owners of the Property under this Agreement shall run with the land and title to the Property and inure to the benefit of, and be binding upon each person having any right or title or other legal interest in the Property with respect to that party's interest in the Property. This Agreement shall be deemed to create privity of contract and estate with and among all persons and entities acquiring any interest in the Property subsequent to the date hereof.

9.3 Acquisition of Non-Owned Parcel. In the event that all or a portion of one or more of the parcels that are identified as currently not owned by Redmond Center Owners as shown on Exhibit A, the Parcel Boundary Map, is acquired by one or more Redmond Center Owners, upon the request of Redmond Center Owners, the City Public Works Director and Director of Planning and Community Development shall administratively approve an amendment to this Agreement to include the acquired property within the scope of this Agreement by revising the defined terms "the Property" and "Redmond Center" to include the acquired property.

9.4 Amendments. Any amendment to this Agreement shall require approval by the City Council unless administrative approval is specifically authorized by this Agreement or City Code.

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

9.6 Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Washington.

9.7 Notices. All notices and other communications required or otherwise provided for by this Agreement shall be in writing, and shall be given to the following persons or their

successors, or to such other person and/or address as may be subsequently specified by written notice to all other parties:

City of Redmond

Attention: Director of Public Works
Attention: Director of Planning and Community Development
P.O. Box 90710
Redmond, Washington 98073-9710

And to its Attorney:

Ogden, Murphy, Wallace, P.L.L.C.
Attention: James E. Haney
1601 Fifth Avenue
Suite 2100
Seattle, WA 98101-1686

Redmond Center Owners

Attention: Thomas L. Markl, CEO
16508 NE 79th Street
Redmond, WA 98052

And to its Attorney:

Davis Wright Tremaine LLP
Attention: Larry C. Martin
777 108th Ave NE, Suite 2300
Bellevue, WA 98004-5149

9.8 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.

9.9 Attorneys' Fees. In the event of any dispute concerning this Agreement, the substantially prevailing party shall be entitled to receive its attorneys' fees and costs at trial, at any alternative dispute resolution proceeding and on appeal.

9.10 Severability. In the event that any section, sentence, clause or phrase of this Agreement is determined to be invalid or unconstitutional by any court of competent jurisdiction, the remaining sections, sentences, clauses and phrases shall remain viable and in full force and effect.

8.11 Counterparts. This Agreement may be executed in counterparts, with each Party sending a pdf of its signature to the other Party via e-mail transmission. This Agreement, when fully executed and signature pages exchanged as provided herein shall be effective as the original document.

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

9.13 Exhibits. This Agreement includes the following exhibits:

- Exhibit A Parcel Boundary Map
- Exhibit B Legal Description of Redmond Center
- Exhibit C Conceptual Site Plan
- Exhibit D 158th Ave NE Extension Alignment
- Exhibit E 158th Extension Section Graphic
- Exhibit F Approximate Boundaries of East-West Easements
- Exhibit G Legal Description of East-West-Easements
- Exhibit H RMC 13.20.045
- Exhibit I Redmond Center Outfalls Location Map

9.14 Final and Complete Agreement. This Agreement constitutes the final and complete expression of the Parties on all subjects relating to the development of the Property. This Agreement supersedes and replaces all prior agreements, discussions and representations on all subjects relating to the development of the Property. 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 as of the date first set forth above.

CENTRAL VALLEY ANNEX LLC, a Washington limited liability Company

By Nelson Legacy Group LLC, a Washington limited liability company, its Manager

By _____
Michael M. Nelson, Manager

HOUGHTON LANE LLC, a Washington limited liability Company

By Nelson Legacy Group LLC, a Washington limited liability company, its Manager

By _____
Michael M. Nelson, Manager

NELGROUP PROPERTIES LLC, a Washington limited liability Company

By Nelson Legacy Group LLC, a Washington limited liability company, its Manager

By _____
Michael M. Nelson, Manager

QUINTON 83RD MALL LLC, a Washington limited liability Company

By Nelson Legacy Group LLC, a Washington limited liability company, its Manager

By _____
Michael M. Nelson, Manager

REDMOND RIVERWALK LLC, a Washington limited liability Company

By Nelson Legacy Group LLC, a Washington limited liability company, its Manager

By _____
Michael M. Nelson, Manager

CITY OF REDMOND
A Washington optional municipal code city

By: _____

Print Name: _____

Its: _____

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

STATE OF WASHINGTON)
)
County of King)

On this _____ day of _____, 20____, before me, the undersigned notary public in and for the State of Washington, duly commissioned and sworn, personally appeared _____ to me known to be the _____ of the **CITY OF REDMOND**, the Washington optional municipal code city that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said entity, for the uses and purposes therein mentioned, and on oath stated that he/she was duly authorized to execute the same.

WITNESS my hand and official seal hereto the day and year in this Certificate first above written.

Notary Public in and for the State of Washington, residing at

My appointment expires _____.

STATE OF WASHINGTON)
)
) ss.

County of King)

On this _____ day of _____, 20____, before me, the undersigned notary public in and for the State of Washington, duly commissioned and sworn, personally appeared Michael M. Nelson to me known to be the manager of Nelson Legacy Group LLC, a Washington limited liability company, the manager of CENTRAL VALLEY ANNEX LLC, the Washington limited liability company that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said entity, for the uses and purposes therein mentioned, and on oath stated that he/she was duly authorized to execute the same.

WITNESS my hand and official seal hereto the day and year in this Certificate first above written.

Notary Public in and for the State of Washington, residing at

My appointment expires _____.

STATE OF WASHINGTON)
) ss.
County of King)

On this _____ day of _____, 20____, before me, the undersigned notary public in and for the State of Washington, duly commissioned and sworn, personally appeared Michael M. Nelson to me known to be the manager of Nelson Legacy Group LLC, a Washington limited liability company, the manager of HOUGHTON LANE LLC, the Washington limited liability company that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said entity, for the uses and purposes therein mentioned, and on oath stated that he/she was duly authorized to execute the same.

WITNESS my hand and official seal hereto the day and year in this Certificate first above written.

Notary Public in and for the State of Washington, residing at

My appointment expires _____.

STATE OF WASHINGTON)
) ss.
County of King)

On this _____ day of _____, 20____, before me, the undersigned notary public in and for the State of Washington, duly commissioned and sworn, personally appeared Michael M. Nelson to me known to be the manager of Nelson Legacy Group LLC, a Washington limited liability company, the manager of NELGROUP PROPERTIES LLC, the Washington limited liability company that

executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said entity, for the uses and purposes therein mentioned, and on oath stated that he/she was duly authorized to execute the same.

WITNESS my hand and official seal hereto the day and year in this Certificate first above written.

Notary Public in and for the State of Washington, residing at

My appointment expires _____.

STATE OF WASHINGTON)
) ss.
County of King)

On this _____ day of _____, 20____, before me, the undersigned notary public in and for the State of Washington, duly commissioned and sworn, personally appeared Michael M. Nelson to me known to be the manager of Nelson Legacy Group LLC, a Washington limited liability company, the manager of QUINTON 83rd MALL LLC, the Washington limited liability company that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said entity, for the uses and purposes therein mentioned, and on oath stated that he/she was duly authorized to execute the same.

WITNESS my hand and official seal hereto the day and year in this Certificate first above written.

Notary Public in and for the State of Washington, residing at

My appointment expires _____.

STATE OF WASHINGTON)
) ss.
County of King)

On this _____ day of _____, 20____, before me, the undersigned notary public in and for the State of Washington, duly commissioned and sworn, personally appeared Michael M. Nelson to me known to be the manager of Nelson Legacy Group LLC, a Washington limited liability company, the manager of REDMOND RIVERWALK LLC, the Washington limited liability company that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said entity, for the uses and purposes therein mentioned, and on oath stated that he/she was duly authorized to execute the same.

WITNESS my hand and official seal hereto the day and year in this Certificate first above written.

Notary Public in and for the State of Washington, residing at

My appointment expires _____.

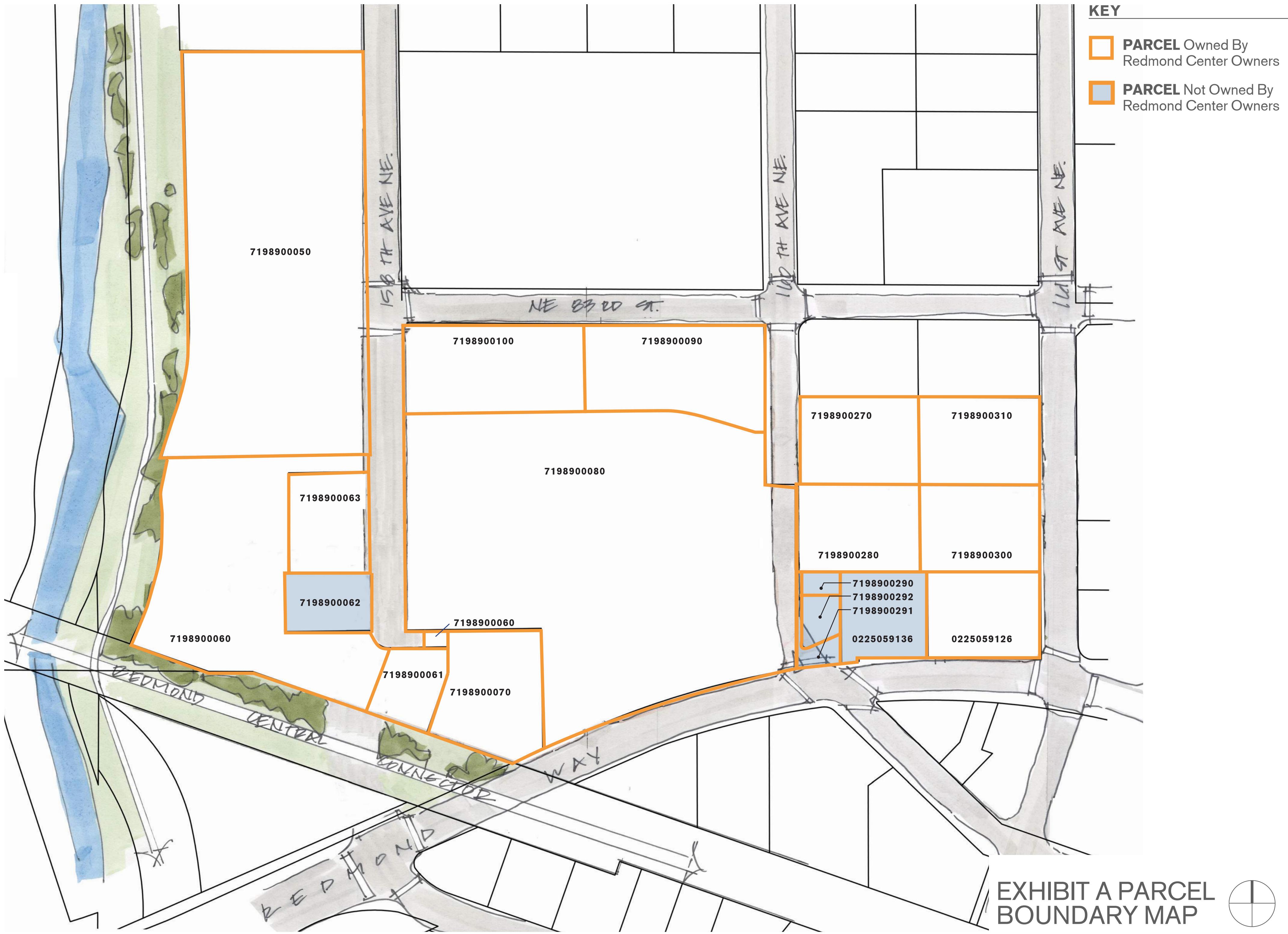


Exhibit B
Legal Description of Redmond Center

Parcel 71890-0050

Parcel A:

Lot 4 of the Correction Plat of Redmond Center Lots 4 and 5, according to the plat thereof recorded in Volume 122 of Plats, page 79, records of King County, Washington, (Being a partial correction of Redmond Center, according to the plat thereof recorded in Volume 95 of Plats, pages 95 through 97, records of King County, Washington);

Except that portion thereof conveyed by Mutual Boundary Agreement and Quit Claim Deed, recorded December 28, 1989 under Recording No. 8912281811.

Parcel B:

Lots 1 and 2 of City of Redmond Short Plat No. SS-78-45 (Tennall #1), as recorded under Recording No. 7812210680, records of King County, Washington;

Except that portion thereof conveyed by Mutual Boundary Agreement and Quit Claim Deed, recorded December 28, 1989 under Recording No. 8912281811.

Parcels 719890-0060 & 719890-0063

Lot 6

Tract 6, Redmond Center, according to the plat thereof recorded in volume 95 of plats, page(s) 94 through 97, inclusive, records of King County, Washington;

Except the south 100 feet of the north 304.89 feet of the east 150 feet of that portion of Tract 6, lying westerly of the southerly prolongation of the west line of 158th Avenue Northeast;

And except that portion conveyed to the City of Redmond for 158th Avenue Northeast extension by deed under recording No. 7405010527;

Also except that portion of said Tract 6 lying westerly of the line established by those certain mutual boundary agreement and quit claim deeds, recorded under King County recording Nos. 8912281811 through 8912281814, inclusive;

And together with that portion of the Sammamish River Park right of way lying easterly of the line established by those certain mutual boundary agreement and quit claim deeds, recorded under King County recording Nos. 8912281811 through 8912281814, inclusive.

Parcel 19890-0061

Parcel 1:

That portion of Tract 6 of Redmond Center, according to the plat thereof recorded in Volume 95 of plats, pages 94 through 97, inclusive, records of King County, Washington, described as follows:

Beginning at the northwest corner of Tract 7 of said plat;

Thence south 0°49'10" west along the west line of said Tract 7, a distance of 30 feet to the True Point of Beginning of this description;

Thence south 0°49'10" west 44.94 feet;

Thence south 20°51'40" west 109.58 feet to the most southerly corner of said Tract 6;

Thence north 69°08'20" west 110.00 feet;

Thence north $20^{\circ}51'40''$ east 117.29 feet to a point which bears north $89^{\circ}10'50''$ west from the True Point of Beginning;
Thence south $89^{\circ}10'50''$ east 100.70 feet to the True Point of Beginning.

Parcel 2:

Together with an easement for ingress and egress, described as follows:

Beginning at the southwest corner of 158th Avenue Northeast, as shown on said plat of Redmond Center;
Thence south $0^{\circ}49'10''$ west along a prolongation of the west line of said avenue 116.89 feet to a point of curve;
Thence southeasterly along said curve to the left, having a radius of 30 feet, an arc distance of 47.12 feet to a point of tangency;
Thence south $89^{\circ}10'50''$ east 402.23 feet to the westerly line of a 40 foot easement as shown in Lot 8 of said plat;
Thence north $0^{\circ}49'10''$ east along said west line 30 feet;
Thence north $89^{\circ}10'50''$ west 301 feet to the northwest corner of Lot 7 of said plat;
Thence north $89^{\circ}10'50''$ west 41.23 feet to a point of curve;
Thence northwesterly along said curve to the right, having a radius of 30 feet, an arc distance of 47.12 feet to a point of tangency;
Thence north $0^{\circ}49'10''$ east 86.69 feet to the southeast corner of said 158th Avenue Northeast;
Thence north $89^{\circ}10'50''$ west 60 feet to the point of beginning.

Parcel 719890-0070

Lot 7

All of Lot 7 of the plat of Redmond Center as recorded in volume 95 of plats, page 94, records of King County, Washington.

Parcel 719890-0080

Lot 8

All of Lot 8 of the plat of Redmond Center as recorded in volume 95 of plats, page(s) 94 through 97, records of King County, Washington. (Also known as Lot 1, City of Redmond lot line revision LLR-90-01, as recorded in volume 79 of surveys, at pages 161 and 161 A, records of King County, Washington.)

Parcel 719890-0090

Lot 9

All of Lot 9 of the plat of Redmond Center as recorded in volume 95 of plats, page(s) 94 through 97, records of King County, Washington. (Also known as Lot 2 of City of Redmond lot line revision LLR-90-01, as recorded in volume 79 of surveys, at pages 161 and 161A, under recording No. 9104039002, records of King County, Washington.)

Parcel 719890-0100

Lot 10

All of Lot 10 of the plat of Redmond Center as recorded in volume 95 of plats, page(s) 94 through 97, records of King County, Washington. (Also known as Lot 3 of City of Redmond lot line revision LLR-90-01, as recorded in volume 79 of surveys, at pages 161 and 161A, under recording No. 9104039002, records of King County, Washington.

Parcel 719890-0280

Parcel "B"

Lot 28, Redmond Center, according to plat recorded in volume 95 of plats, pages 94 to 97, inclusive.

Parcels 719890-0310 & 719890-0270

Parcel "A"

Lots 27 and 31, Redmond Center, according to plat recorded in volume 95 of plats, pages 94 to 97, inclusive.

Parcel 719890-0300

Lot 30, Redmond Center, according to the plat thereof recorded in volume 95 of plats, pages 94 through 97, inclusive, records of King County, Washington.

Parcel 022505-9126

That portion of the southeast quarter of the southeast quarter of section 2, Township 25 north, range 5 east, Willamette Meridian, in King County, Washington, described as follows:

Beginning at the southeast corner of said section;

Thence north 88°06'04" west 998.10 feet, along the south line of said section;

Thence north 01°08'49" east 30.00 feet to the north right of way margin of northeast 80th street, and the true point of beginning;

Thence continuing north 01°08'49" east 150.00 feet;

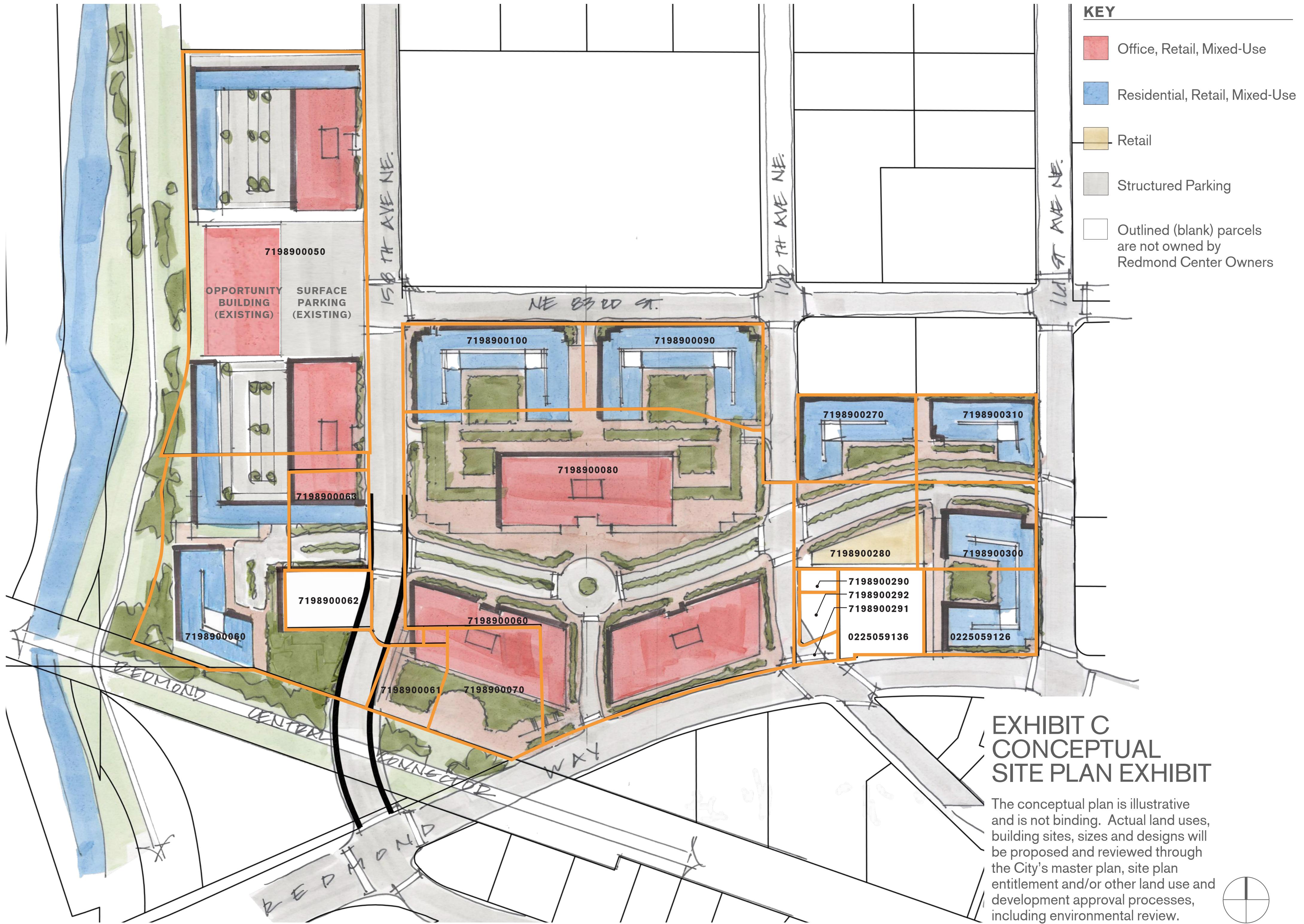
Thence north 88°06'04" west 220 feet;

Thence south 01°08'49" west 150.00 feet to said north margin;

Thence south 88°06'04" east 200 feet, along said north margin to the true point of beginning;

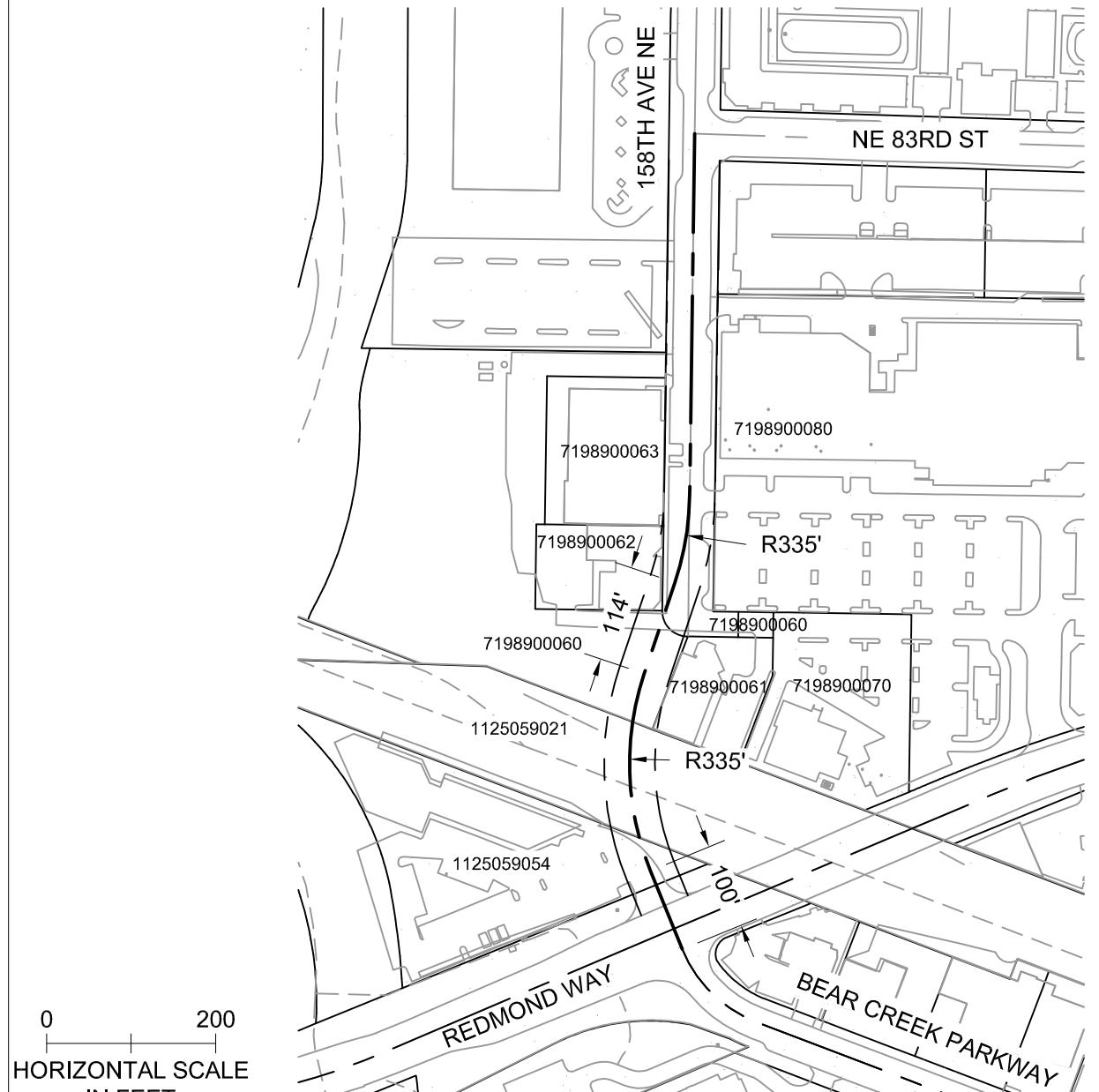
Except those portions thereof conveyed to the City of Redmond by deeds recorded under Recording Numbers 6596206 and 6596207.

All Situate in the County of King, State of Washington.



COR STANDARD (REDMOND ZONING CODE - APPENDIX 2 SECTION: A.6):

- POSTED SPEED: 25 MPH
- DESIGN SPEED: 30 MPH
- MINIMUM HORIZONTAL CURVE RADII STANDARD OF 335 FT IS MET
- MINIMUM TANGENT DISTANCE STANDARD OF 100 FT IS MET

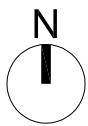
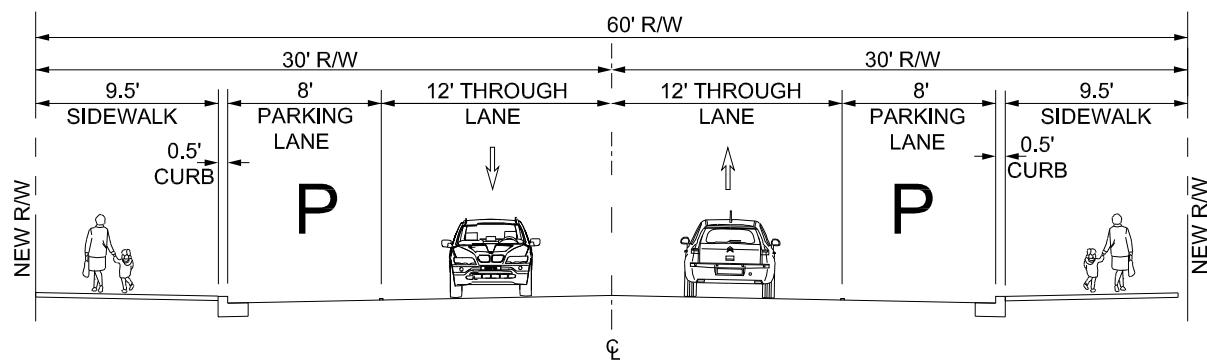


TENW

Transportation Engineering NorthWest
11400 SE 8th Street, Suite 200, Bellevue, WA 98004 | Office (425) 889-6747
Project Contact: Jeff Haynie, P.E.
Phone: 425-250-5001

July 18, 2017

EXHIBIT D 158TH AVE NE EXTENSION ALIGNMENT



 **TENW**

Transportation Engineering NorthWest

11400 SE 8th Street, Suite 200, Bellevue, WA 98004 | Office (425) 889-6747

Project Contact: Jeff Haynie, P.E.

Phone: 425-250-5001

July 18, 2017

EXHIBIT E 158TH AVE NE EXTENSION ROADWAY SECTION

EXHIBIT F

APPOXIMATE BOUNDARIES OF

EAST-WEST-EASEMENTS

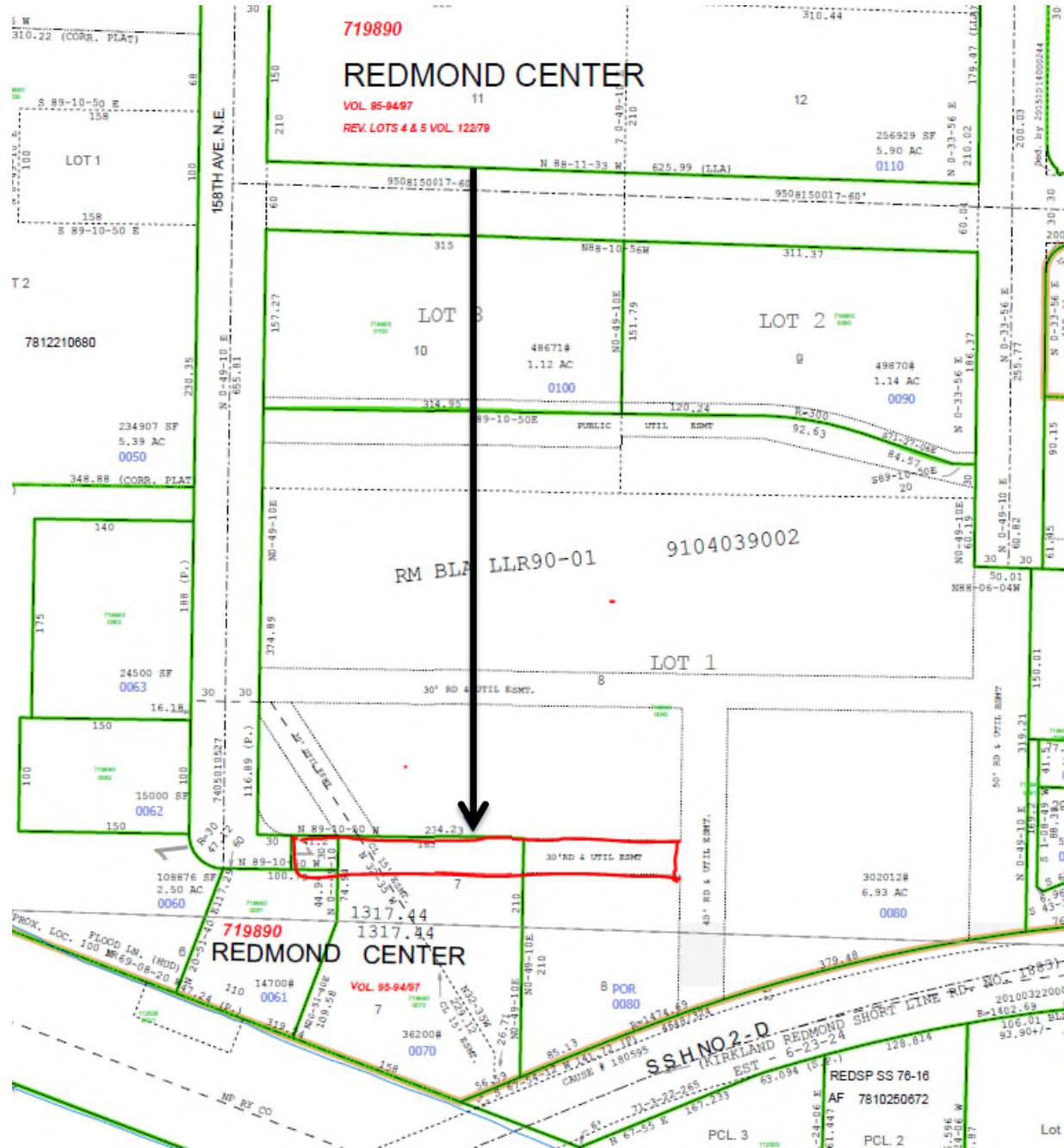


EXHIBIT G

LEGAL DESCRIPTION OF EAST-WEST EASEMENTS

LOT 6 Recorder Number 7405010528

That portion of Lot 6 of Redmond Center, found in Volume 95 of Plats, Page 94, 95, 96, and 97 Record of King County, State of Washington, described as follows:

Beginning at the easterly most NE corner of Lot 6 of said plat; thence S 00-49-10 W along the line between Lots 6 and 7 of said plat a distance of 30 feet; thence N 89-10-50 west 41.23 feet; thence N 00-49-10 W a distance of 30 feet to the line between Lots 6 and 8 of said plat; thence S 89-10-50 E along the line between said Lots 6 and 8 a distance of 41.23 feet to the point of beginning.

LOT 7 Recorder Numbers 7405230340 & 7405230341

That portion of Lot 7 of Redmond Center, found in Volume 95 of Plats, Page 94, 95, 96, and 97 Record of King County, State of Washington, described as follows:

Beginning at the NW corner of Lot 7 of said plat; thence S 00-49-10 W along the W line of said Lot 7 a distance of 30 feet; thence S 89-10-50 E a distance of 163.00 feet to the E line of said Lot 7; thence N 00-49-10 E along the E line thereof a distance of 30 feet to the NE corner of Said Lot 7; thence N 89-10-50 W along the N line thereof 163.00 feet to the point of beginning.

LOT 8 Recorder Number 7405010626

That portion of Lot 8 of Redmond Center, found in Volume 95 of Plats, Page 94, 95, 96, and 97 Record of King County, State of Washington, described as follows:

Beginning at the NE corner of Lot 7 of said plat; thence S 89-10-50 E along the easterly prolongation of the N line thereof a distance of 138 feet to the W line of the 40 foot easement in said Lot 8; thence S 00-49-10 W along the W line of said easement a distance of 30 feet; thence N 89-10-50 W a distance of 138 feet to the E line of said Lot 7; thence N 00-49-10 E 30 feet along the east line thereof to the point of beginning.

EXHIBIT H**RMC 13.20.045****13.20.045 Downtown sub-basin stormwater capital facilities charge.**

The downtown sub-basin is an area generally bordered by the Sammamish River to the west, Bear Creek to the east, the railroad corridor to the south and NE 95th Street to the north. The sub-basin is depicted in a map in the Clearing, Grading, and Stormwater Management Technical Notebook.

A. Parcels which are proposed to be developed within the downtown sub-basin shall not be required to construct on-site stormwater detention and water quality facilities as required elsewhere in this code. In lieu of such construction, a downtown sub-basin stormwater capital facilities charge is hereby imposed upon all such parcels. The downtown sub-basin stormwater capital facilities charge shall be used by the city to design, acquire property for, and conduct other activities necessary to construct regional stormwater conveyance, detention and water quality facilities (the regional system).

B. The downtown sub-basin stormwater capital facilities charge shall be calculated for property development based upon the number of impervious units proposed to be created by the development. The charge is \$5,435.00 for each impervious unit. A credit of 80 percent may be applied to the number of non-pollution generating impervious units that are managed by an approved private infiltration facility meeting current standards. The total charge to be paid in connection with any development approval shall be determined by multiplying the total number of impervious units to be created by the proposed development by the charge for each such unit minus the number of creditable impervious units multiplied by 0.80 of the charge for each unit.

C. The downtown sub-basin stormwater capital facilities charge provided for in this section shall be in addition to the citywide stormwater capital facilities charge established by RMC [13.20.030](#) and [13.20.040](#). No building permit, short subdivision or subdivision approval, or other permit allowing development within the downtown sub-basin, shall be granted except upon payment of said downtown sub-basin stormwater capital facilities charge.

D. Owners of properties adjacent to the Sammamish River or adjacent to the publicly owned property immediately adjacent to the Sammamish River may seek to have their properties opt out of the city's regional (sub-basin) stormwater system and the downtown sub-basin stormwater capital facilities charge or may seek a reduced downtown sub-basin stormwater capital facility charge. These properties must also have (or be able to construct) a private discharge system to the river.

1. Any owner of property that seeks to opt out shall make a proposal to the city identifying the ability of a property or set of properties to be served by a private

discharge system to the river. Private properties under common control and/or properties that are part of an existing private drainage system may be included in an opt-out proposal. Properties separated by a public right-of-way may be included only if they are connected by an existing private drainage system. The Technical Committee will review the proposal and will approve it if the Technical Committee determines that the proposed private drainage system:

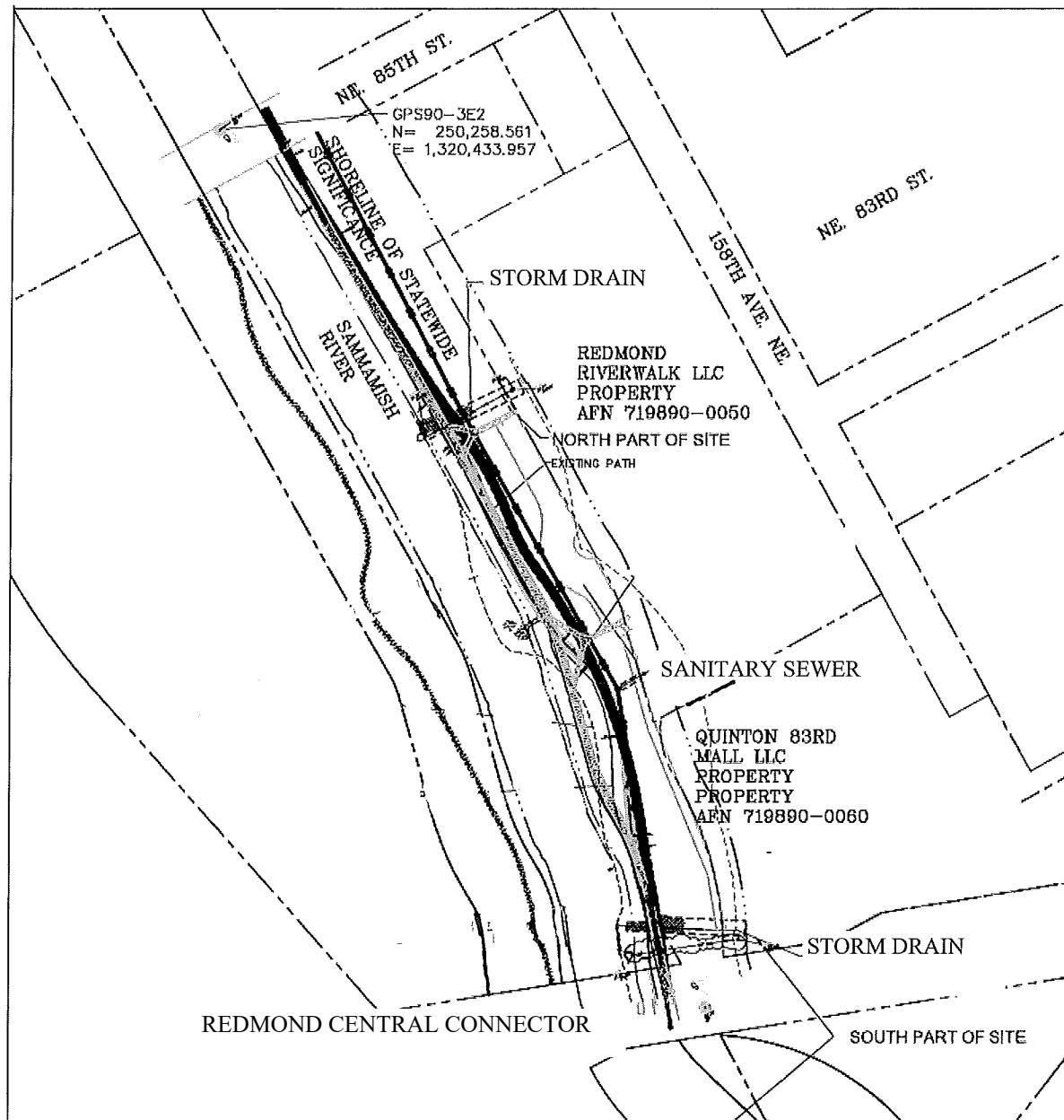
- (a) detains and treats all stormwater from the properties proposed or required to be served by the private drainage system in a manner that meets all city water quality and quantity control standards;
- (b) can be constructed, installed, or improved without interfering with the ongoing operation of any other utility line or improvement within the public right-of-way or public property;
- (c) can be constructed, installed, or improved within easements or other property interests owned or controlled by the applicant;
- (d) will not adversely impact other properties in the vicinity; and
- (e) otherwise meets the requirements of the city's codes and standards.

2. The Director of Public Works and any property owner who would qualify to opt out of the regional stormwater system and downtown sub-basin stormwater capital facilities charge may agree on a reduced downtown sub-basin stormwater capital facilities charge in exchange for the property owner not opting out. The reduced charge shall be based on the estimated cost to design and construct the private stormwater detention and water quality facilities that would be necessary to provide a private stormwater discharge system meeting the city's regulations, together with the amount by which the value of the property owner's property would be affected by the use of a portion of that land for the private stormwater facilities. If the Director of Public Works and the property owner agree on the amount of the reduced downtown sub-basin stormwater capital facilities charge, the reduced charge shall be agreed to in a written instrument to be recorded against the title of the property. The reduced charge shall thereafter be applied to all properties or parcels subject to the agreement, and the property owner may not thereafter opt out of the regional (sub-basin) stormwater system and the reduced downtown sub-basin stormwater capital facilities charge for those properties or parcels without the city's consent.

3. The ability to opt out provided by this section applies only to the regional stormwater system and the downtown sub-basin stormwater capital facilities charge. All other charges, including, but not limited to, the citywide capital facilities charge, the monthly stormwater rates, and the stormwater engineering, plan review, and processing fees associated with development applications, provided elsewhere in this title shall continue to apply to properties that have opted out or for which a

reduced downtown sub-basin stormwater capital facilities charge has been agreed upon. (Ord. 2566 § 2 (part), 2010: Ord. 2464 § 4 (part), 2009: Ord. 2320 § 3, 2006).

Exhibit I
Redmond Center Outfalls Location Map



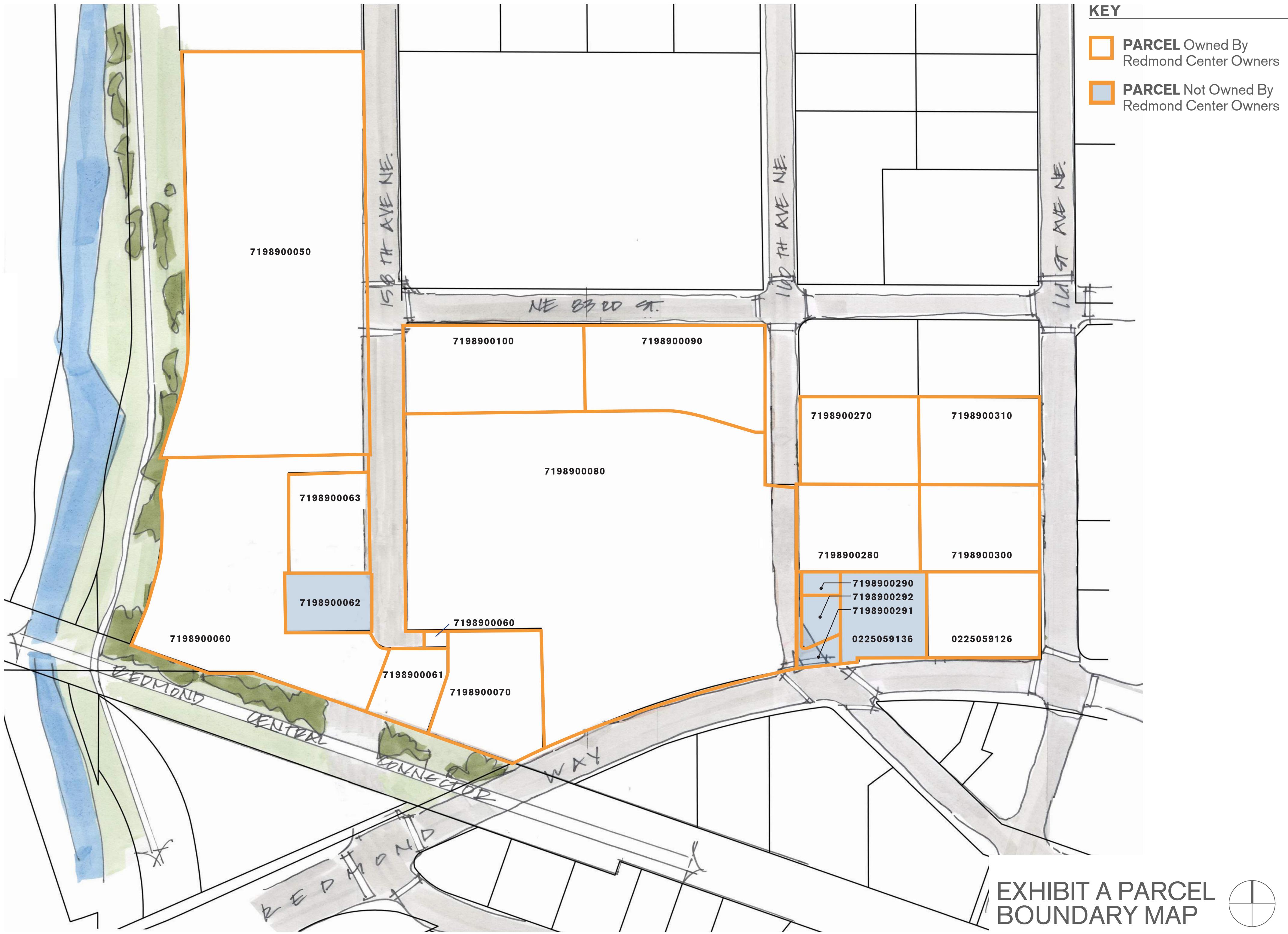


Exhibit B
Legal Description of Redmond Center

Parcel 71890-0050

Parcel A:

Lot 4 of the Correction Plat of Redmond Center Lots 4 and 5, according to the plat thereof recorded in Volume 122 of Plats, page 79, records of King County, Washington, (Being a partial correction of Redmond Center, according to the plat thereof recorded in Volume 95 of Plats, pages 95 through 97, records of King County, Washington);

Except that portion thereof conveyed by Mutual Boundary Agreement and Quit Claim Deed, recorded December 28, 1989 under Recording No. 8912281811.

Parcel B:

Lots 1 and 2 of City of Redmond Short Plat No. SS-78-45 (Tennall #1), as recorded under Recording No. 7812210680, records of King County, Washington;

Except that portion thereof conveyed by Mutual Boundary Agreement and Quit Claim Deed, recorded December 28, 1989 under Recording No. 8912281811.

Parcels 719890-0060 & 719890-0063

Lot 6

Tract 6, Redmond Center, according to the plat thereof recorded in volume 95 of plats, page(s) 94 through 97, inclusive, records of King County, Washington;

Except the south 100 feet of the north 304.89 feet of the east 150 feet of that portion of Tract 6, lying westerly of the southerly prolongation of the west line of 158th Avenue Northeast;

And except that portion conveyed to the City of Redmond for 158th Avenue Northeast extension by deed under recording No. 7405010527;

Also except that portion of said Tract 6 lying westerly of the line established by those certain mutual boundary agreement and quit claim deeds, recorded under King County recording Nos. 8912281811 through 8912281814, inclusive;

And together with that portion of the Sammamish River Park right of way lying easterly of the line established by those certain mutual boundary agreement and quit claim deeds, recorded under King County recording Nos. 8912281811 through 8912281814, inclusive.

Parcel 19890-0061

Parcel 1:

That portion of Tract 6 of Redmond Center, according to the plat thereof recorded in Volume 95 of plats, pages 94 through 97, inclusive, records of King County, Washington, described as follows:

Beginning at the northwest corner of Tract 7 of said plat;

Thence south 0°49'10" west along the west line of said Tract 7, a distance of 30 feet to the True Point of Beginning of this description;

Thence south 0°49'10" west 44.94 feet;

Thence south 20°51'40" west 109.58 feet to the most southerly corner of said Tract 6;

Thence north 69°08'20" west 110.00 feet;

Thence north $20^{\circ}51'40''$ east 117.29 feet to a point which bears north $89^{\circ}10'50''$ west from the True Point of Beginning;
Thence south $89^{\circ}10'50''$ east 100.70 feet to the True Point of Beginning.

Parcel 2:

Together with an easement for ingress and egress, described as follows:

Beginning at the southwest corner of 158th Avenue Northeast, as shown on said plat of Redmond Center;
Thence south $0^{\circ}49'10''$ west along a prolongation of the west line of said avenue 116.89 feet to a point of curve;
Thence southeasterly along said curve to the left, having a radius of 30 feet, an arc distance of 47.12 feet to a point of tangency;
Thence south $89^{\circ}10'50''$ east 402.23 feet to the westerly line of a 40 foot easement as shown in Lot 8 of said plat;
Thence north $0^{\circ}49'10''$ east along said west line 30 feet;
Thence north $89^{\circ}10'50''$ west 301 feet to the northwest corner of Lot 7 of said plat;
Thence north $89^{\circ}10'50''$ west 41.23 feet to a point of curve;
Thence northwesterly along said curve to the right, having a radius of 30 feet, an arc distance of 47.12 feet to a point of tangency;
Thence north $0^{\circ}49'10''$ east 86.69 feet to the southeast corner of said 158th Avenue Northeast;
Thence north $89^{\circ}10'50''$ west 60 feet to the point of beginning.

Parcel 719890-0070

Lot 7

All of Lot 7 of the plat of Redmond Center as recorded in volume 95 of plats, page 94, records of King County, Washington.

Parcel 719890-0080

Lot 8

All of Lot 8 of the plat of Redmond Center as recorded in volume 95 of plats, page(s) 94 through 97, records of King County, Washington. (Also known as Lot 1, City of Redmond lot line revision LLR-90-01, as recorded in volume 79 of surveys, at pages 161 and 161 A, records of King County, Washington.)

Parcel 719890-0090

Lot 9

All of Lot 9 of the plat of Redmond Center as recorded in volume 95 of plats, page(s) 94 through 97, records of King County, Washington. (Also known as Lot 2 of City of Redmond lot line revision LLR-90-01, as recorded in volume 79 of surveys, at pages 161 and 161A, under recording No. 9104039002, records of King County, Washington.)

Parcel 719890-0100

Lot 10

All of Lot 10 of the plat of Redmond Center as recorded in volume 95 of plats, page(s) 94 through 97, records of King County, Washington. (Also known as Lot 3 of City of Redmond lot line revision LLR-90-01, as recorded in volume 79 of surveys, at pages 161 and 161A, under recording No. 9104039002, records of King County, Washington.

Parcel 719890-0280

Parcel "B"

Lot 28, Redmond Center, according to plat recorded in volume 95 of plats, pages 94 to 97, inclusive.

Parcels 719890-0310 & 719890-0270

Parcel "A"

Lots 27 and 31, Redmond Center, according to plat recorded in volume 95 of plats, pages 94 to 97, inclusive.

Parcel 719890-0300

Lot 30, Redmond Center, according to the plat thereof recorded in volume 95 of plats, pages 94 through 97, inclusive, records of King County, Washington.

Parcel 022505-9126

That portion of the southeast quarter of the southeast quarter of section 2, Township 25 north, range 5 east, Willamette Meridian, in King County, Washington, described as follows:

Beginning at the southeast corner of said section;

Thence north 88°06'04" west 998.10 feet, along the south line of said section;

Thence north 01°08'49" east 30.00 feet to the north right of way margin of northeast 80th street, and the true point of beginning;

Thence continuing north 01°08'49" east 150.00 feet;

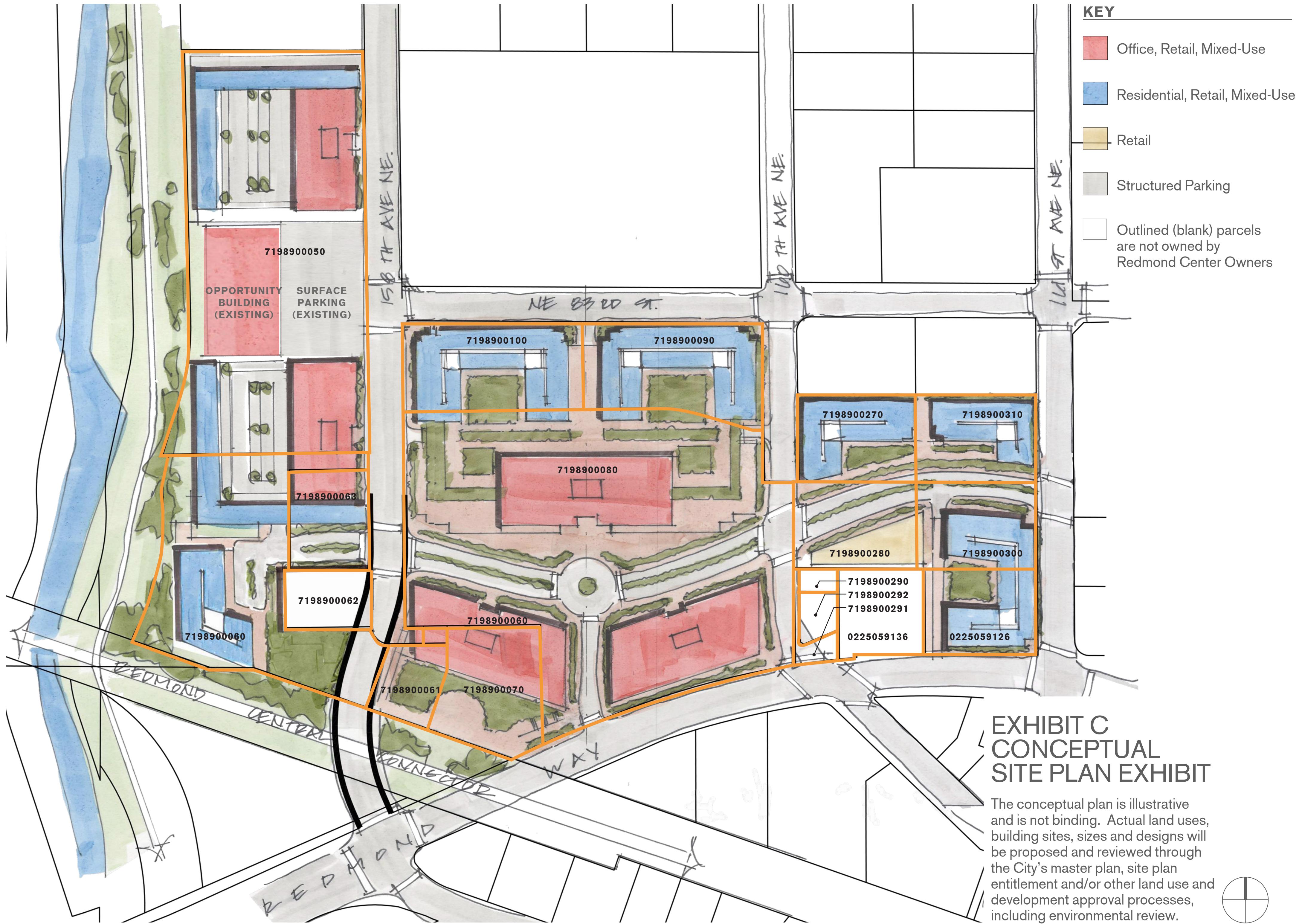
Thence north 88°06'04" west 220 feet;

Thence south 01°08'49" west 150.00 feet to said north margin;

Thence south 88°06'04" east 200 feet, along said north margin to the true point of beginning;

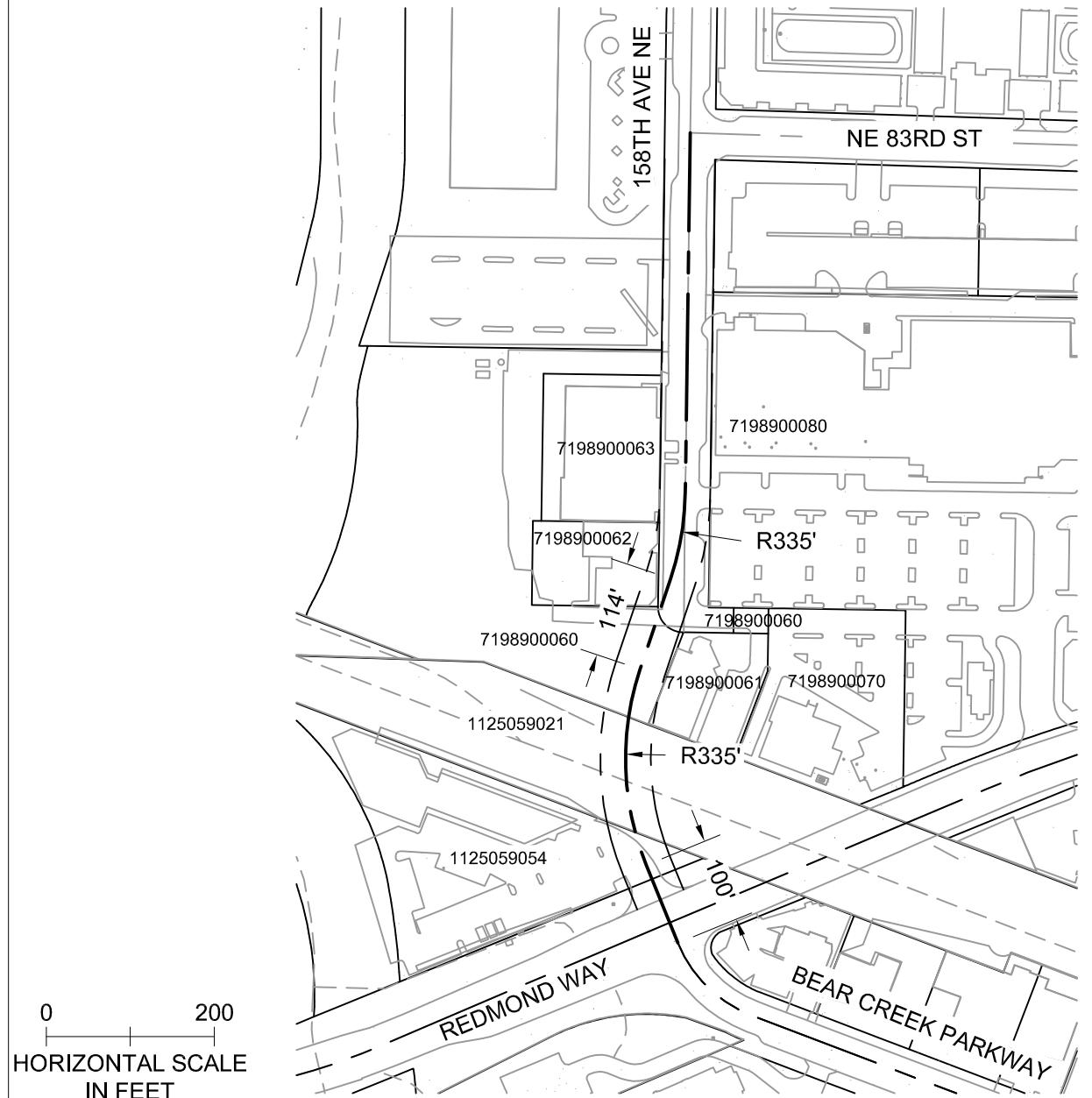
Except those portions thereof conveyed to the City of Redmond by deeds recorded under Recording Numbers 6596206 and 6596207.

All Situate in the County of King, State of Washington.



COR STANDARD (REDMOND ZONING CODE - APPENDIX 2 SECTION: A.6):

- POSTED SPEED: 25 MPH
- DESIGN SPEED: 30 MPH
- MINIMUM HORIZONTAL CURVE RADII STANDARD OF 335 FT IS MET
- MINIMUM TANGENT DISTANCE STANDARD OF 100 FT IS MET

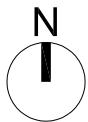
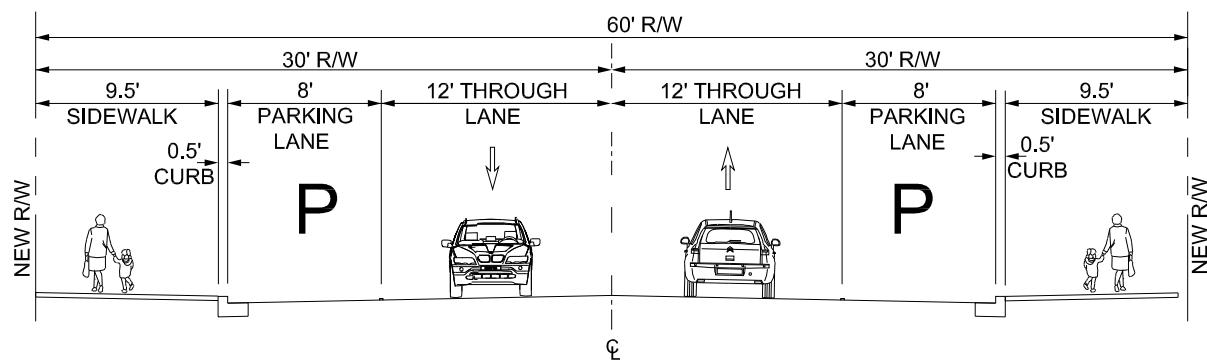


TENW

Transportation Engineering NorthWest
11400 SE 8th Street, Suite 200, Bellevue, WA 98004 | Office (425) 889-6747
Project Contact: Jeff Haynie, P.E.
Phone: 425-250-5001

July 18, 2017

EXHIBIT D 158TH AVE NE EXTENSION ALIGNMENT



 **TENW**

Transportation Engineering NorthWest

11400 SE 8th Street, Suite 200, Bellevue, WA 98004 | Office (425) 889-6747

Project Contact: Jeff Haynie, P.E.

Phone: 425-250-5001

July 18, 2017

EXHIBIT E 158TH AVE NE EXTENSION ROADWAY SECTION

EXHIBIT F

APPOXIMATE BOUNDARIES OF

EAST-WEST-EASEMENTS

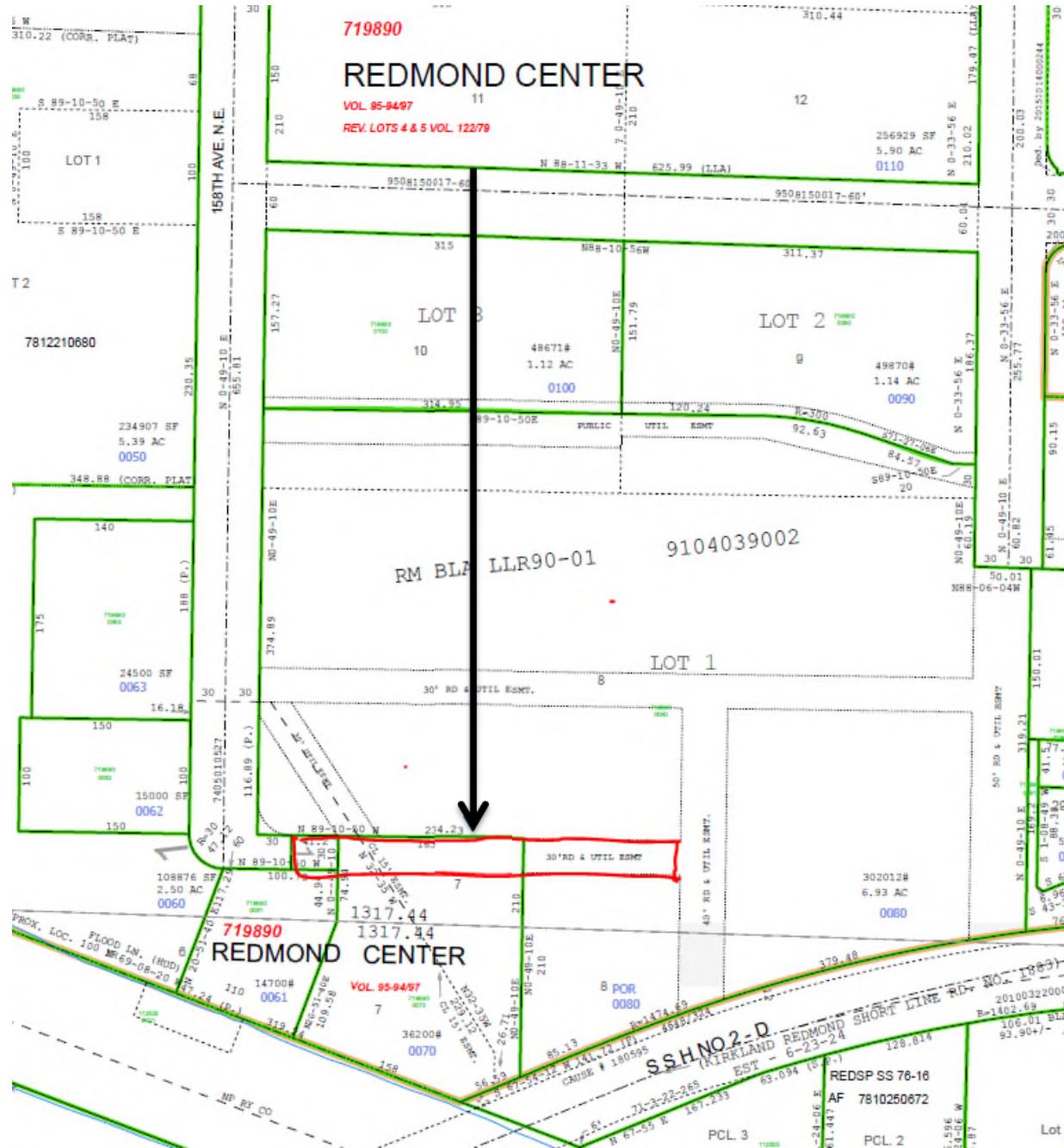


EXHIBIT G

LEGAL DESCRIPTION OF EAST-WEST EASEMENTS

LOT 6 Recorder Number 7405010528

That portion of Lot 6 of Redmond Center, found in Volume 95 of Plats, Page 94, 95, 96, and 97 Record of King County, State of Washington, described as follows:

Beginning at the easterly most NE corner of Lot 6 of said plat; thence S 00-49-10 W along the line between Lots 6 and 7 of said plat a distance of 30 feet; thence N 89-10-50 west 41.23 feet; thence N 00-49-10 W a distance of 30 feet to the line between Lots 6 and 8 of said plat; thence S 89-10-50 E along the line between said Lots 6 and 8 a distance of 41.23 feet to the point of beginning.

LOT 7 Recorder Numbers 7405230340 & 7405230341

That portion of Lot 7 of Redmond Center, found in Volume 95 of Plats, Page 94, 95, 96, and 97 Record of King County, State of Washington, described as follows:

Beginning at the NW corner of Lot 7 of said plat; thence S 00-49-10 W along the W line of said Lot 7 a distance of 30 feet; thence S 89-10-50 E a distance of 163.00 feet to the E line of said Lot 7; thence N 00-49-10 E along the E line thereof a distance of 30 feet to the NE corner of Said Lot 7; thence N 89-10-50 W along the N line thereof 163.00 feet to the point of beginning.

LOT 8 Recorder Number 7405010626

That portion of Lot 8 of Redmond Center, found in Volume 95 of Plats, Page 94, 95, 96, and 97 Record of King County, State of Washington, described as follows:

Beginning at the NE corner of Lot 7 of said plat; thence S 89-10-50 E along the easterly prolongation of the N line thereof a distance of 138 feet to the W line of the 40 foot easement in said Lot 8; thence S 00-49-10 W along the W line of said easement a distance of 30 feet; thence N 89-10-50 W a distance of 138 feet to the E line of said Lot 7; thence N 00-49-10 E 30 feet along the east line thereof to the point of beginning.

EXHIBIT H**RMC 13.20.045****13.20.045 Downtown sub-basin stormwater capital facilities charge.**

The downtown sub-basin is an area generally bordered by the Sammamish River to the west, Bear Creek to the east, the railroad corridor to the south and NE 95th Street to the north. The sub-basin is depicted in a map in the Clearing, Grading, and Stormwater Management Technical Notebook.

A. Parcels which are proposed to be developed within the downtown sub-basin shall not be required to construct on-site stormwater detention and water quality facilities as required elsewhere in this code. In lieu of such construction, a downtown sub-basin stormwater capital facilities charge is hereby imposed upon all such parcels. The downtown sub-basin stormwater capital facilities charge shall be used by the city to design, acquire property for, and conduct other activities necessary to construct regional stormwater conveyance, detention and water quality facilities (the regional system).

B. The downtown sub-basin stormwater capital facilities charge shall be calculated for property development based upon the number of impervious units proposed to be created by the development. The charge is \$5,435.00 for each impervious unit. A credit of 80 percent may be applied to the number of non-pollution generating impervious units that are managed by an approved private infiltration facility meeting current standards. The total charge to be paid in connection with any development approval shall be determined by multiplying the total number of impervious units to be created by the proposed development by the charge for each such unit minus the number of creditable impervious units multiplied by 0.80 of the charge for each unit.

C. The downtown sub-basin stormwater capital facilities charge provided for in this section shall be in addition to the citywide stormwater capital facilities charge established by RMC [13.20.030](#) and [13.20.040](#). No building permit, short subdivision or subdivision approval, or other permit allowing development within the downtown sub-basin, shall be granted except upon payment of said downtown sub-basin stormwater capital facilities charge.

D. Owners of properties adjacent to the Sammamish River or adjacent to the publicly owned property immediately adjacent to the Sammamish River may seek to have their properties opt out of the city's regional (sub-basin) stormwater system and the downtown sub-basin stormwater capital facilities charge or may seek a reduced downtown sub-basin stormwater capital facility charge. These properties must also have (or be able to construct) a private discharge system to the river.

1. Any owner of property that seeks to opt out shall make a proposal to the city identifying the ability of a property or set of properties to be served by a private

discharge system to the river. Private properties under common control and/or properties that are part of an existing private drainage system may be included in an opt-out proposal. Properties separated by a public right-of-way may be included only if they are connected by an existing private drainage system. The Technical Committee will review the proposal and will approve it if the Technical Committee determines that the proposed private drainage system:

- (a) detains and treats all stormwater from the properties proposed or required to be served by the private drainage system in a manner that meets all city water quality and quantity control standards;
- (b) can be constructed, installed, or improved without interfering with the ongoing operation of any other utility line or improvement within the public right-of-way or public property;
- (c) can be constructed, installed, or improved within easements or other property interests owned or controlled by the applicant;
- (d) will not adversely impact other properties in the vicinity; and
- (e) otherwise meets the requirements of the city's codes and standards.

2. The Director of Public Works and any property owner who would qualify to opt out of the regional stormwater system and downtown sub-basin stormwater capital facilities charge may agree on a reduced downtown sub-basin stormwater capital facilities charge in exchange for the property owner not opting out. The reduced charge shall be based on the estimated cost to design and construct the private stormwater detention and water quality facilities that would be necessary to provide a private stormwater discharge system meeting the city's regulations, together with the amount by which the value of the property owner's property would be affected by the use of a portion of that land for the private stormwater facilities. If the Director of Public Works and the property owner agree on the amount of the reduced downtown sub-basin stormwater capital facilities charge, the reduced charge shall be agreed to in a written instrument to be recorded against the title of the property. The reduced charge shall thereafter be applied to all properties or parcels subject to the agreement, and the property owner may not thereafter opt out of the regional (sub-basin) stormwater system and the reduced downtown sub-basin stormwater capital facilities charge for those properties or parcels without the city's consent.

3. The ability to opt out provided by this section applies only to the regional stormwater system and the downtown sub-basin stormwater capital facilities charge. All other charges, including, but not limited to, the citywide capital facilities charge, the monthly stormwater rates, and the stormwater engineering, plan review, and processing fees associated with development applications, provided elsewhere in this title shall continue to apply to properties that have opted out or for which a

reduced downtown sub-basin stormwater capital facilities charge has been agreed upon. (Ord. 2566 § 2 (part), 2010: Ord. 2464 § 4 (part), 2009: Ord. 2320 § 3, 2006).

Exhibit I
Redmond Center Outfalls Location Map

