

Detailed Summary of Development Agreement

1. The term of this Development Agreement is 20 years. The Redmond Center Owners may request extensions, subject to City Council approval.
2. Dedication of the 158th Ave. NE Extension
 - a. The extension starts from the southern tip of the existing 158th Ave. NE in the Redmond Center parking lot up to the intersection of Bear Creek Parkway and Redmond Way. The plan shown for purposes of this Development Agreement is an approximation of the configuration and location of the future extension.
 - b. The right-of-way width to be dedicated shall be 60 feet wide.
 - c. The ultimate street section will comply with the applicable street standards at the time of construction design development.
 - d. Redmond Center Owners is entitled to Traffic Impact Fee Credits should they decide to construct the 158th Ave. NE Extension and the City Council includes the Extension in the list of projects on the City's Transportation Facilities Plan.
 - i. The method for calculating the Traffic Impact Fee Credits will be based on RMC 3.10.130 and legally-established principles of nexus and proportionality.
 - ii. The fair market value of the land for the 158th Ave. NE will not be included in the calculation of Impact Fee Credits.
 - iii. If development is phased in the Redmond Center parcels, Impact Fee Credits may be "banked" and used incrementally for Transportation Impact Fees required for developments that occur at various phases.
 - iv. Traffic Impact Fee Credits are assignable to all parcels included in this Development Agreement.
 - v. Unused Impact Fee Credits will expire one year after the expiration of the Development Agreement (including extensions) or six years following the awarding of credits to one or more of the Redmond Center Owners.
 - e. Upon dedication to the City of the new southward extension of 158th Ave. NE, the City will convey the unused east-west portion of the existing right-of-way to the Redmond Center Owners. The City also agrees to release the existing access and utility easements with the understanding that these easements are found to no longer be needed. If the easements are still needed, these can be relocated to an appropriate location within the Redmond Center development.
3. Redmond Center Owners may install any private utility crossings under the existing 158th Ave. NE and 160th Ave. NE rights-of-way, so long as these will not interfere with public utilities or cause conflicts or additional costs to the City's operations and maintenance of public infrastructure.

4. The Central East-West Private Road from 158th Ave. NE to 161st Ave. NE will be a private street.
5. Stormwater Connection and Fees Options
 - a. The Redmond Center Owners may opt-out of the regional stormwater system and downtown sub-basin stormwater capital facilities charges by electing to use a private system directly connecting to the Sammamish River.
 - b. The private system must be adequate to handle the anticipated stormwater flows of new developments and any new connections and expansion of the private stormwater system must obtain all required government approvals, including King County and Washington State agencies.
 - c. The Opt-Out option is only available until December 31, 2022. If any of the Redmond Center parcels do not provide written notice to the Director of Public Works to opt-out by December 31, 2022, the parcels shall be required to connect to the City's stormwater system at the time of development.
 - d. If any parcels in the Redmond Center included in this Development Agreement choose to connect to the City's stormwater system instead of opting-out, the parcels and associated development(s) will be assessed a rate of 50 percent of the downtown sub-basin stormwater capital facilities charge in effect at the time of the connection. These parcels may be eligible for additional discounts for infiltration and other incentives in accordance with RMC 13.20.045.
 - e. This Development Agreement vests the regulations pertaining to the Downtown sub-basin stormwater capital facilities charge (see RMC 13.20.045, Exhibit H of the Development Agreement) as of the effective date of the Development Agreement, but does not vest the actual rates for the charges. The actual charges used for calculating the stormwater capital facilities charge will be based on the charges adopted at the time of the building permit complete application determination.
6. Sanitary Sewer
 - a. At the time of redevelopment, the Redmond Center Owners may elect to connect to the existing King County NE Sammamish Interceptor instead of the City's system, provided:
 - i. Necessary easements for City maintenance access of the sanitary sewer lines are provided. An all-weather driving surface meeting the City's standard shall also be provided by the Redmond Center Owners.
 - ii. If King County limits connection to the NESI by a local government, the City will facilitate the connection, provided the Redmond Center Owners will be responsible for all costs associated with the connection.
 - iii. Redmond Center Owners shall convey ownership of the extension and connections, and any necessary easements to the City, to

become part of the City's sanitary sewer system. Redmond Center Owners shall pay the monthly service rates.

- iv. Construction costs incurred by the Redmond Center Owners for the new sanitary sewer lines over and above the required connection charges for developments will be "banked" as Credits and can be used by the Redmond Center Owners for future developments within the parcels included in this Development Agreement.
 - v. Unused Credits for sanitary sewer connection charges will expire with the Development Agreement, or within six years after credits are awarded to a development.
 - b. If King County removes the existing NESI stub, the Redmond Center Owners shall connect to the City's sanitary sewer system.
 - c. The City will include the NESI connection as an option at the next update of the General Sewer Plan.
 - d. If any or all of the Redmond Center Owners' parcels included in this Development Agreement choose to connect to the City's stormwater system, they shall pay the general connection charges and service fees in effect at the time of development permit.
7. Water Service
There are no special terms for water connection or charges in this Development Agreement.
8. Approval of amendments by City Council.
Any amendment to this Development Agreement requires City Council approval except: Should the Redmond Center Owners acquire the parcels shown on Exhibit A of the Development Agreement, and request those parcels to be added into this Development Agreement, the amendment will be approved administratively by the Director of Public Works and Director of Planning and Development.
9. This Development Agreement will be binding to all present and future owners of the parcels identified in this Development Agreement, Exhibit A. The parcels include:

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|------------|------------|
| 7198900050 | 7198900060 |
| 7198900061 | 7198900063 |
| 7198900070 | 7198900080 |
| 7198900090 | 7198900100 |
| 7198900270 | 7198900280 |
| 7198900300 | 0225059126 |
| 7198900310 | 7198900300 |