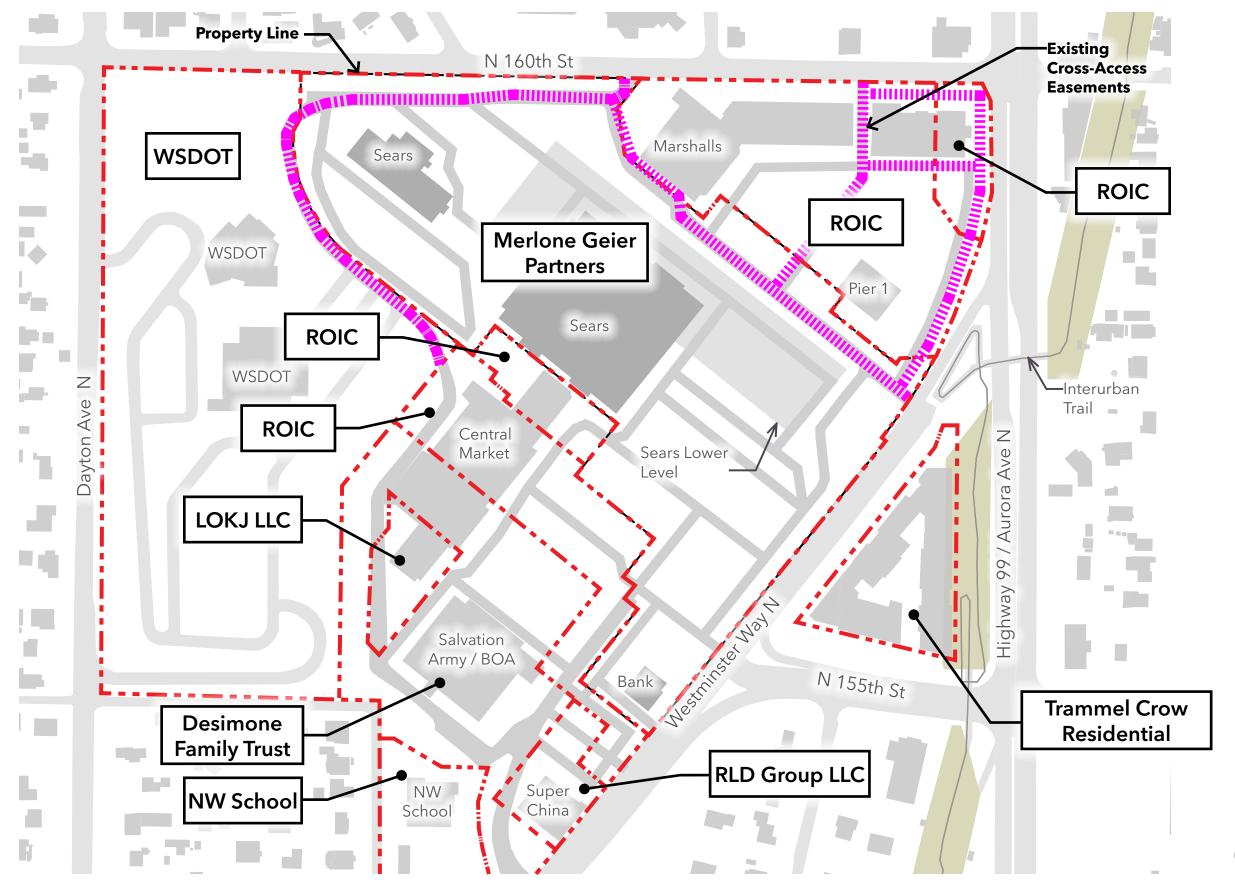


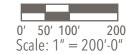
Shoreline Planning Commission | Development Agreement Presentation 07.11.2019

AURORA SQUARE CRA AND VICINITY

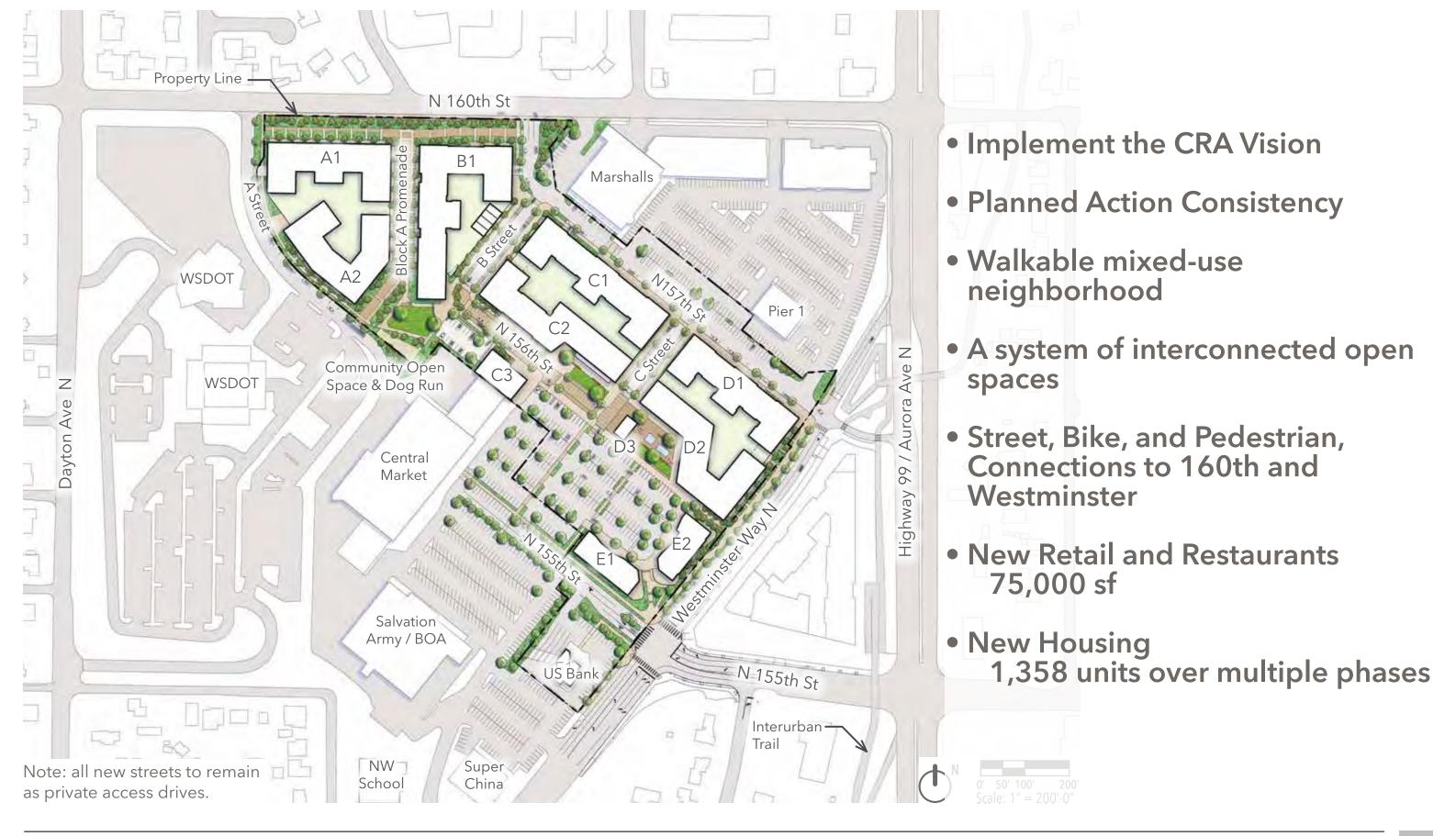


CRA Parcels and Easements





PROJECT OVERVIEW AND OBJECTIVES



DEVELOPMENT AGREEMENT - SECTION 3

Section 3 Development Approvals: "...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, entertainment, restaurant uses and other uses...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."

"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."

Aurora Square Community Renewal Area Plan

Aurora Square Planned Action PM Peak Traffic Trip Budget	Net New PM Peak Hour Trips	% Used from City Adopted Planned Action Alt.
Existing Land Uses prior to Planned Action (FEIS Table 2-1) (143,386 sf office + 439,339 sf retail + 0 residential) City Adopted Planned Action Alternative Additional Trips (FEIS Table 2-2)	1,047	
(additional 250,000sf office + 250,000sf retail + 1,000 residential) Total Allowed PM Peak Trips within the CRA	1,855	
Shoreline Place (Maximum Interim Condition) (Blocks F, E, A and D with Sears)	160	20%
Shoreline Place (Full Build Out) (All Blocks, Sears Removed, Full Credit for Sears SF)	99	12%
Shoreline Place Build Out + Alexan + WSDOT Increased Usage	264	33%

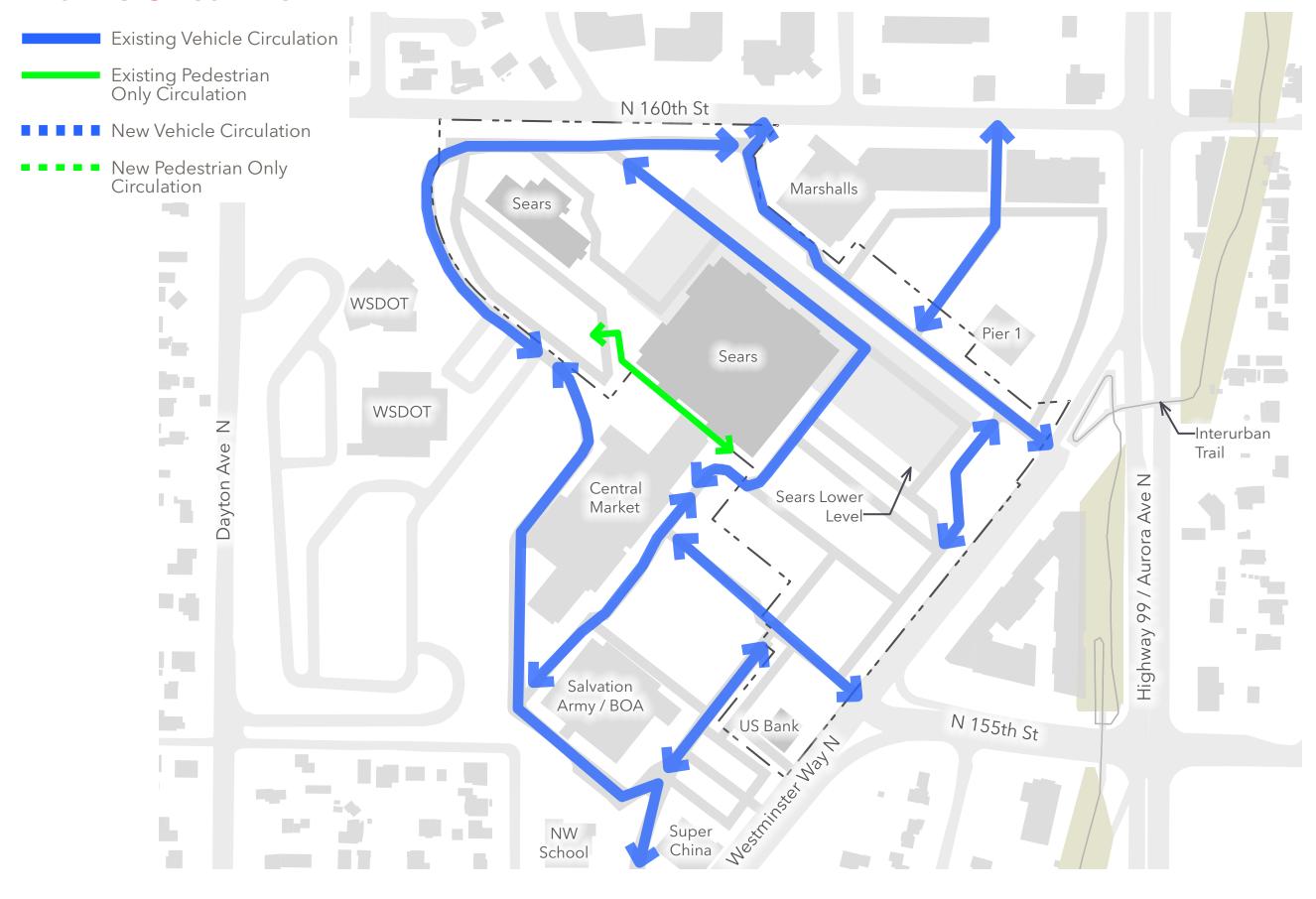
Aurora Square Community Renewal Area Plan

Aurora Square Planned Action PM Peak Traffic Trip Budget		% Remaining from City Adopted Planned Action Alt.	
Remaining Trips Available for Future Development within the CRA	544	67%	

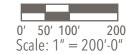
NOTE: Per Section 3.C (2) of the Planned Action Ordinance, additional uses (including residential) are permitted outside of the amounts contemplated in the EIS if the following criteria are met:

- Total build-out is less than the aggregate amount of development reviewed in the EIS.
- Traffic trips for the preferred alternative are not exceeded.
- Development impacts identified in the EIS are mitigated consistent with Exhibit A of the Planned Action Ordinance.

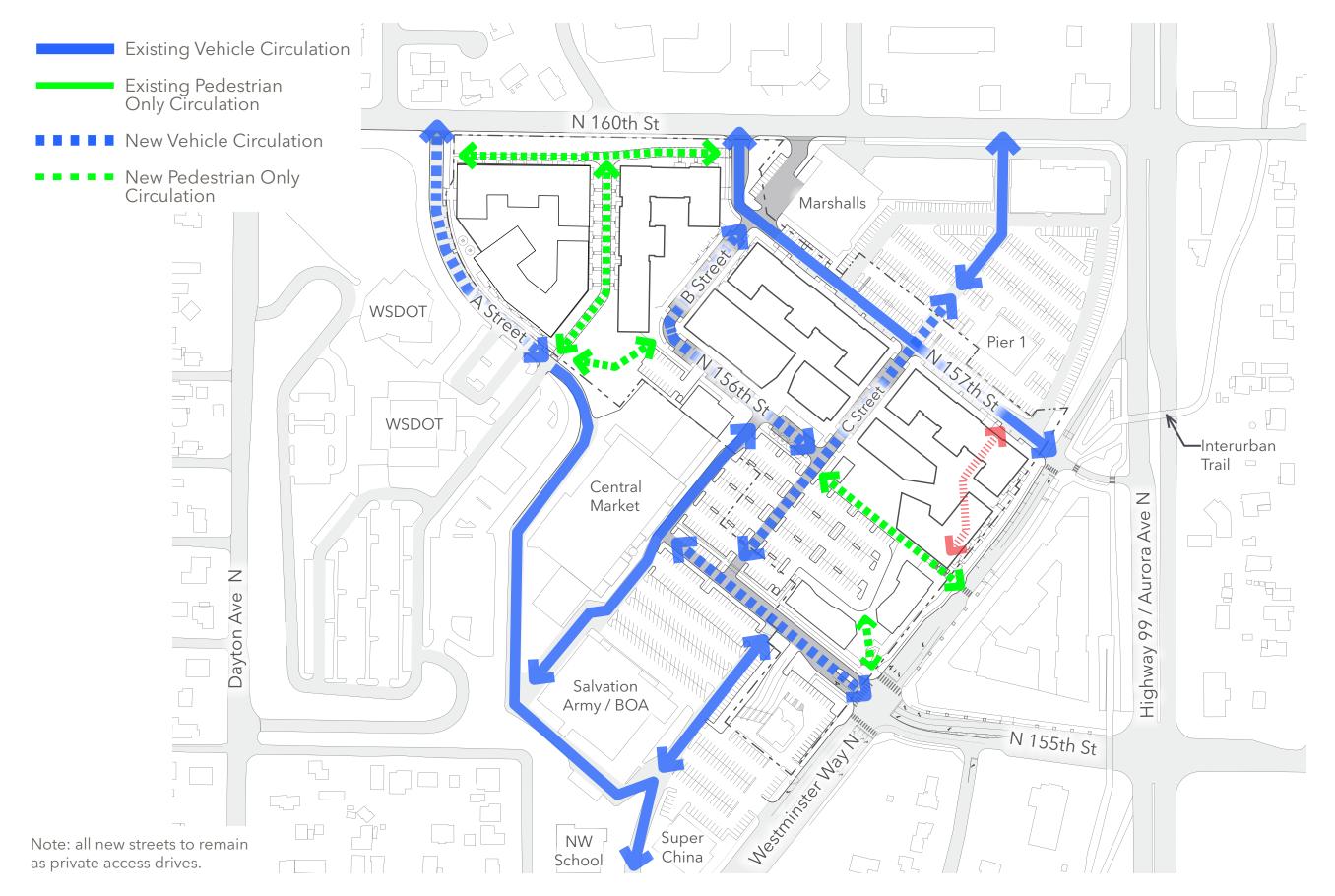
EXISTING CIRCULATION



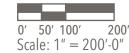




CONCEPTUAL CIRCULATION



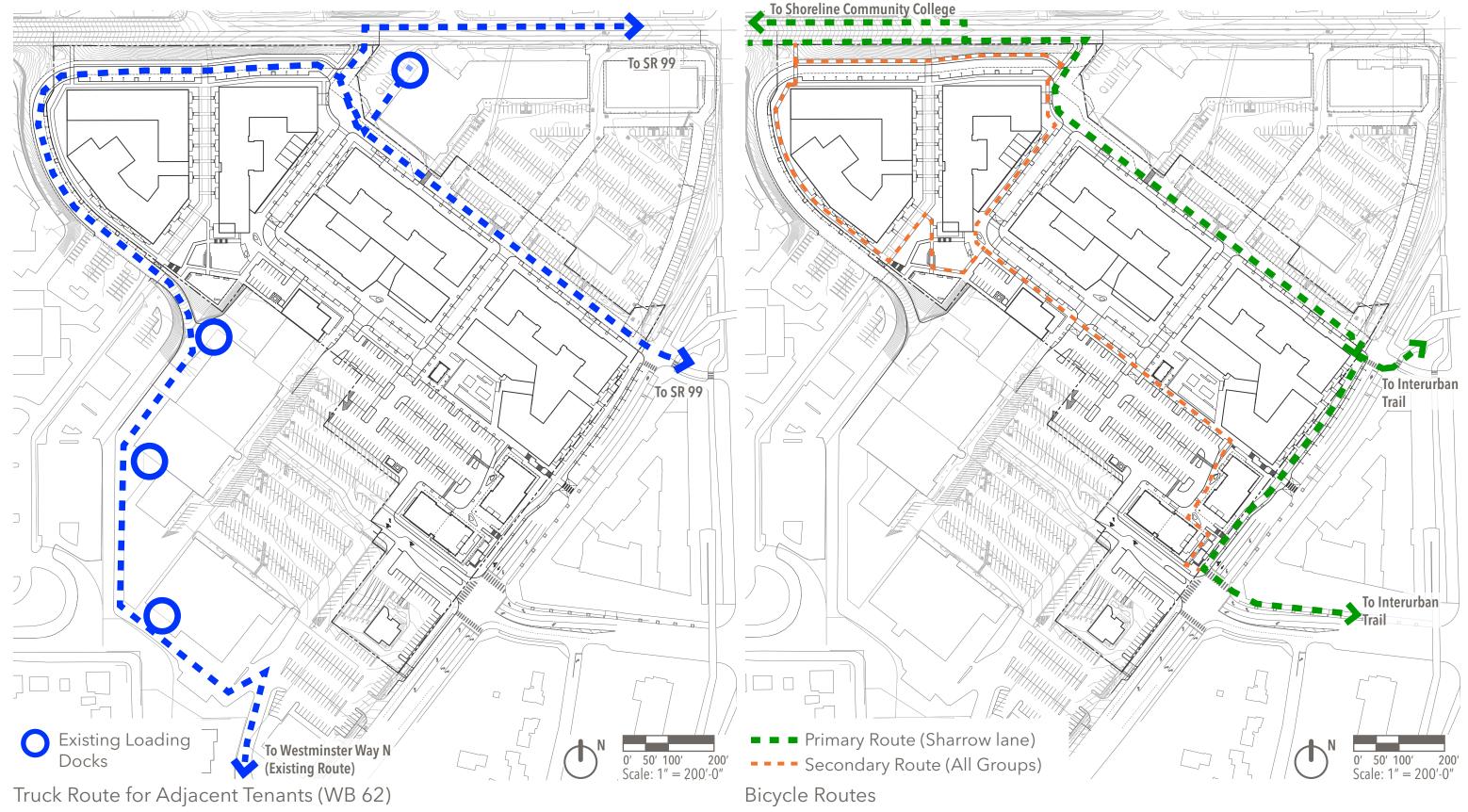




DEVELOPMENT AGREEMENT - SECTION 8

DA Section 8 "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.

ALTERNATE ON-SITE CIRCULATION CONSISTENCY MAPS



SEARS DEMOLITION IMPACTS

-Potential Adaptive Re-use-

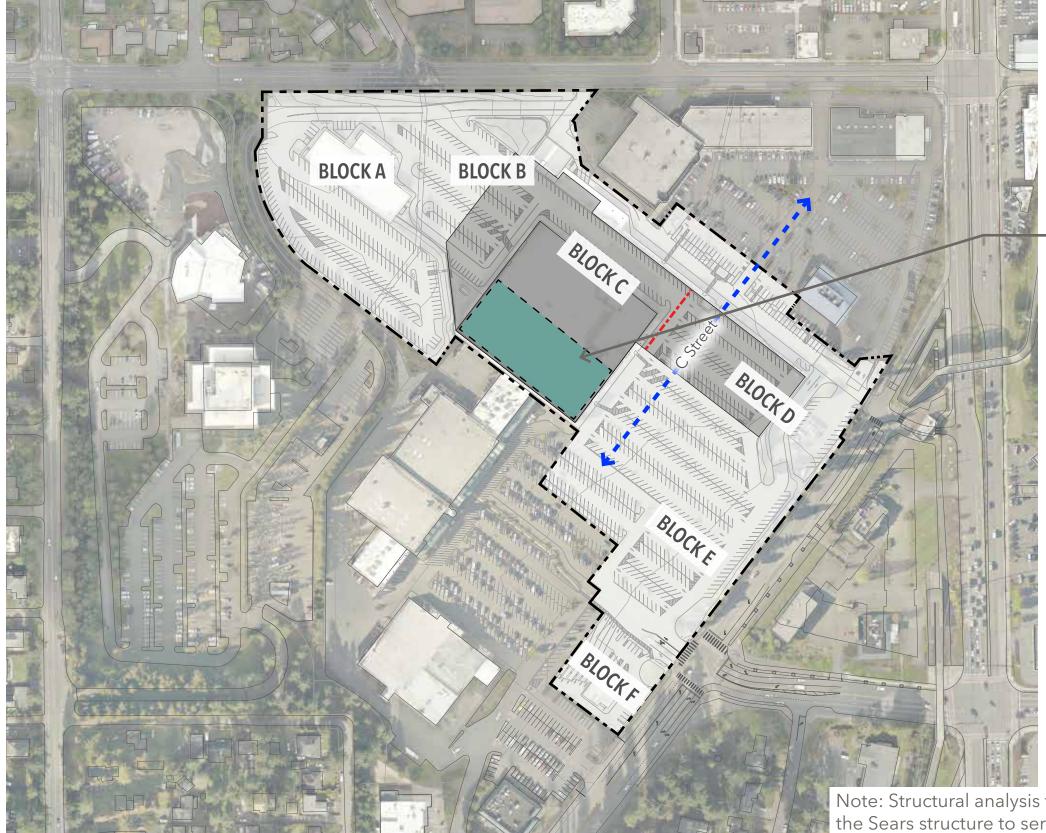


Existing lower level of Sears is being studied to be re-used as a parking garage with a new residential building (Block C) built on the existing upper level

Note: Structural analysis for adaptive re-use of portions of the Sears structure to serve as stormwater detention vault and/or parking podium for Block C residential.

SEARS DEMOLITION IMPACTS

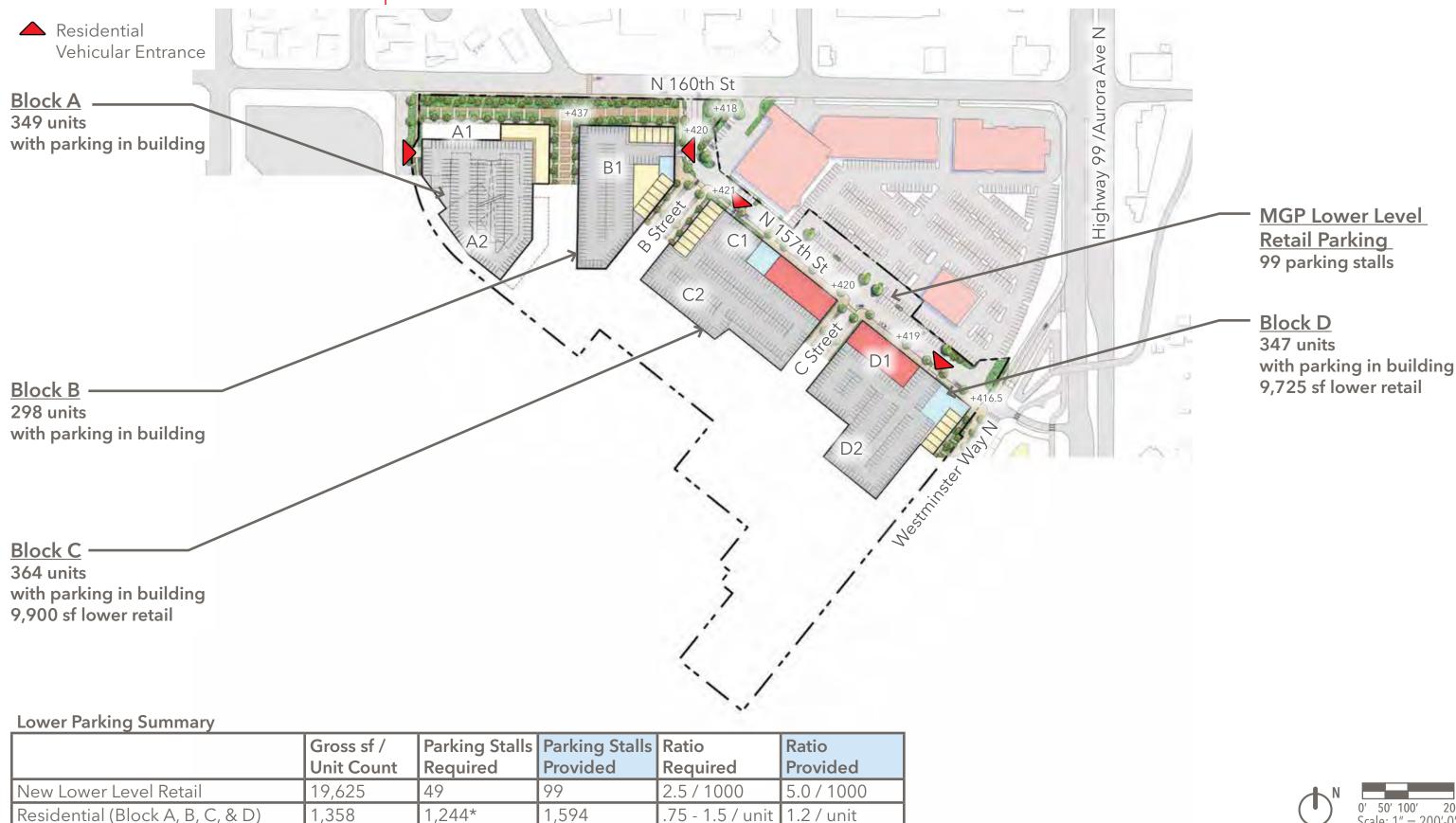
-Potential Adaptive Re-use-



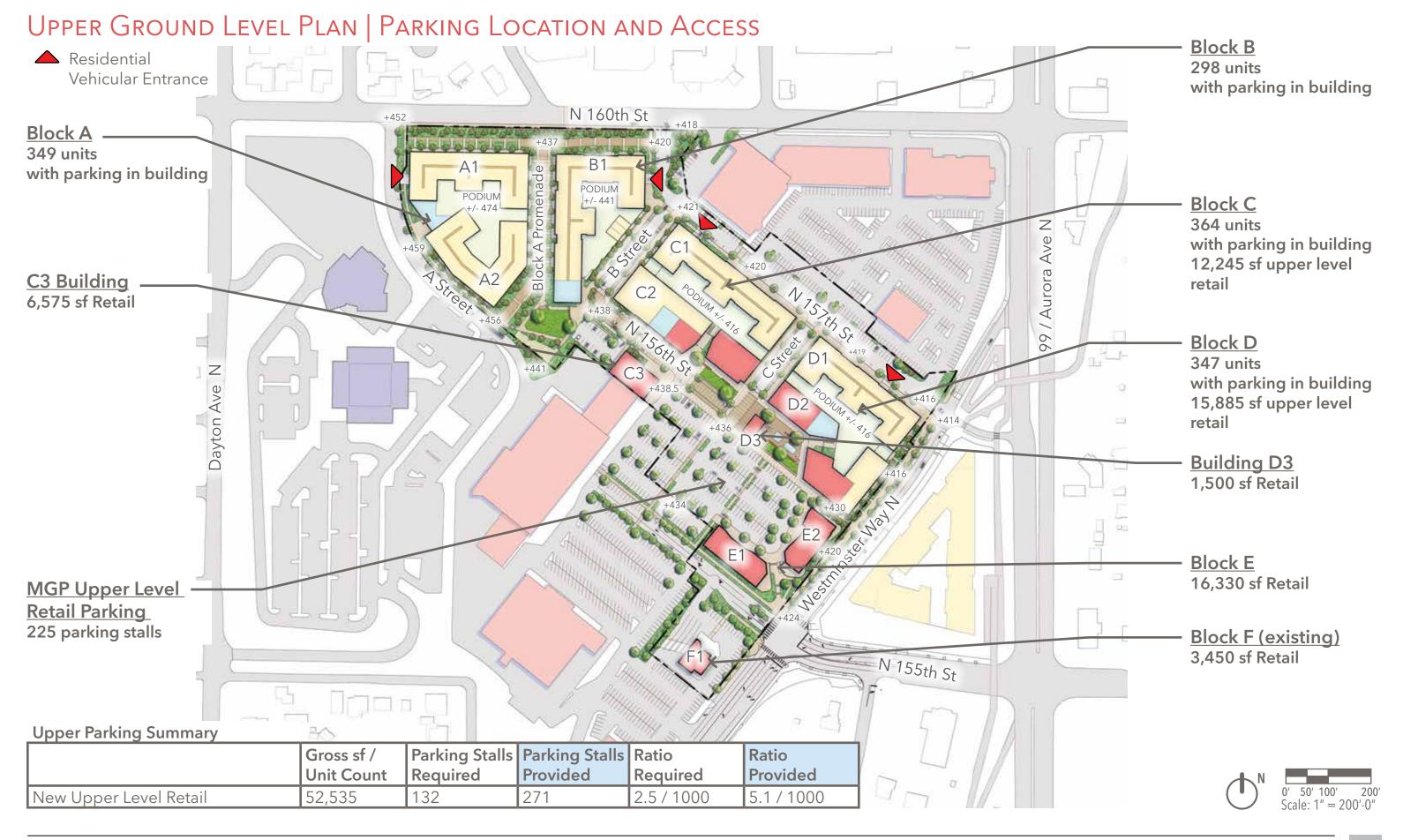
Existing lower level of Sears is being studied as a location for a potential stormwater detention area under "Street C" and the C3 parking area

Note: Structural analysis for adaptive re-use of portions of the Sears structure to serve as stormwater detention vault and/or parking podium for Block C residential.

LOWER GROUND LEVEL PLAN | PARKING LOCATION AND ACCESS



^{*}assumes a unit mix of 75% studio and 1-bedroom units and 25% 2-bedroom units



DEVELOPMENT AGREEMENT - SECTION 19B

Section 19B "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."

Proposed Building Massing Context | Looking North



Proposed Massing Context | Looking West



Proposed Site Cross Sections and Existing Context



Section BB- Southeast to Northwest



Section DD- Southwest to Northeast

Transition to Residential Zones (Including R-6) at N 160th



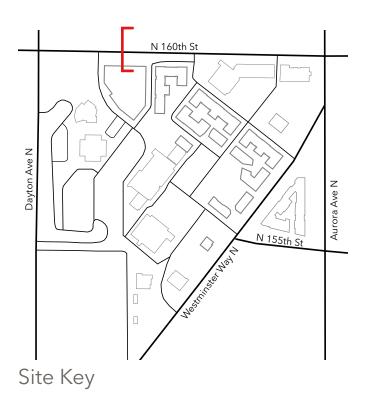
Enlarged A and B Block Plan

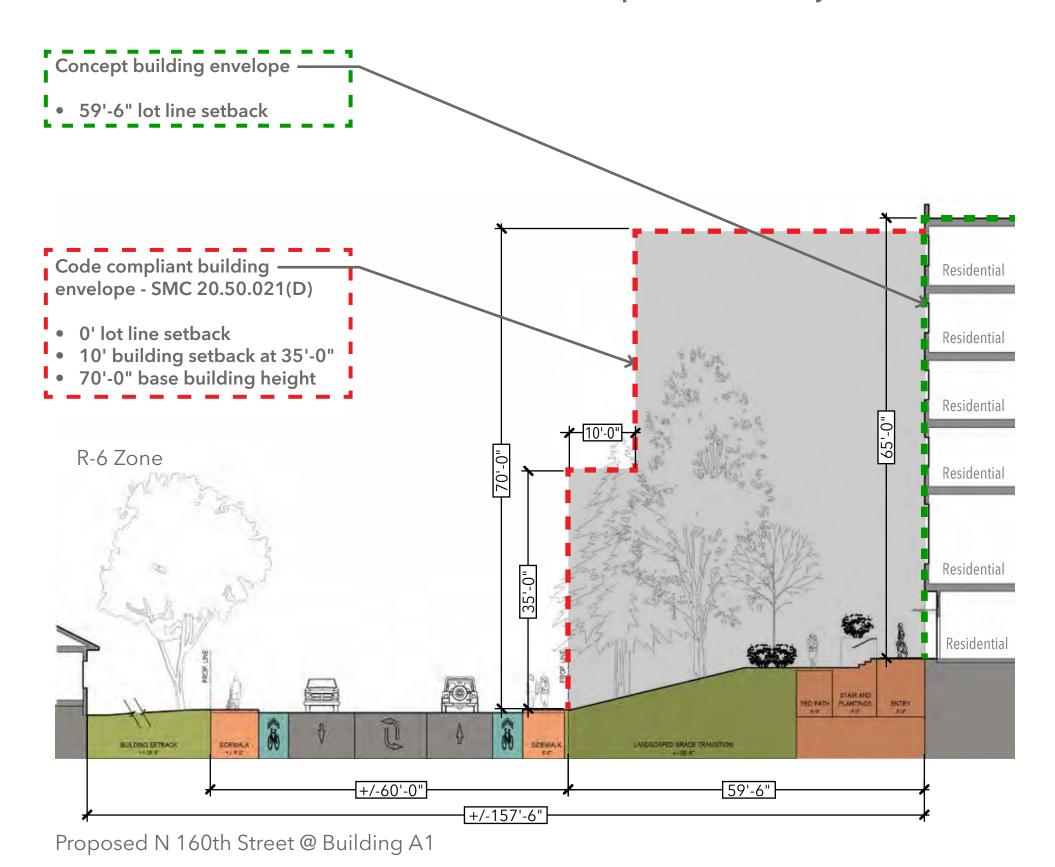
NORTH 160TH STREET FRONTAGE AT BUILDING A1

-Residential Transition Required due to adjacent R-6 zone-



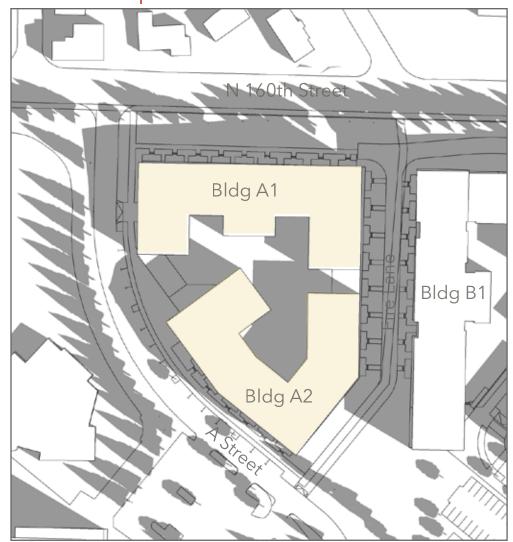
Existing N 160th Street looking East Frontage to be maintained



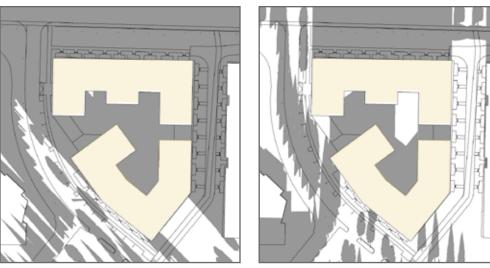


BLOCK A | SUN & SHADOW ANALYSIS

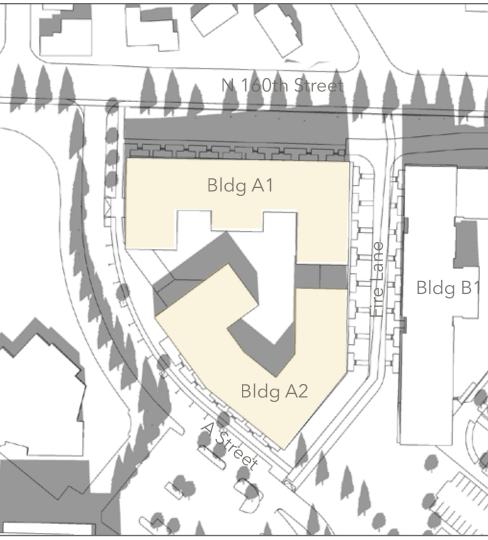
-Residential Transition Required due to adjacent R-6 zone-



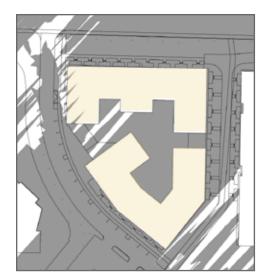
March/September 21st at 09:00 am



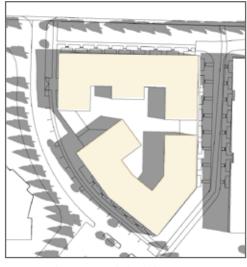
December 21st at 09:00 am

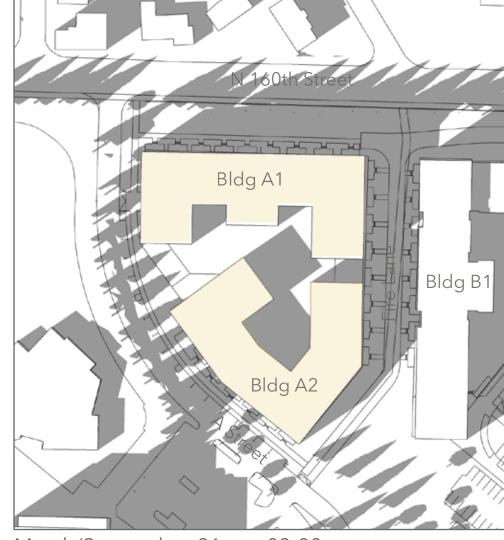


March/September 21st at 12:00 pm

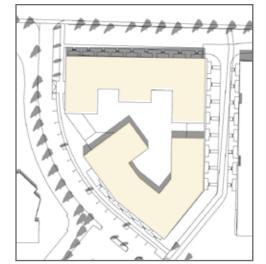


December 21st at 12:00 pm December 21st at 03:00 pm June 21st at 09:00 am

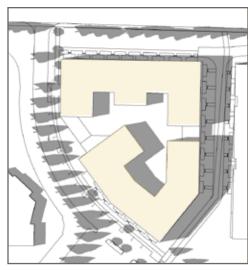




March/September 21st at 03:00 pm



June 21st at 12:00 pm



June 21st at 03:00 pm

ILLUSTRATIVE SITE PLAN



Westminster Plaza | Enlarged Plan

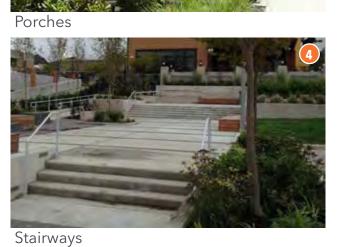






Retail Terraces











Varied Paving

Northwest Corner of Westminster Way and 155th Entry Plaza



Pedestrian Plazas | Enlarged Plan

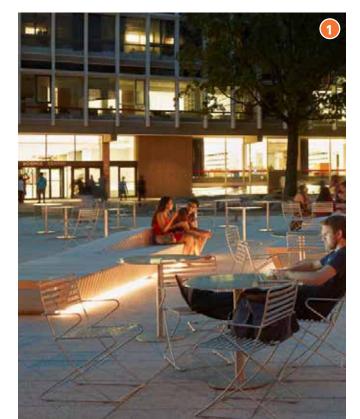


East: Water Feature



Integrated Seating









West: Shared Street

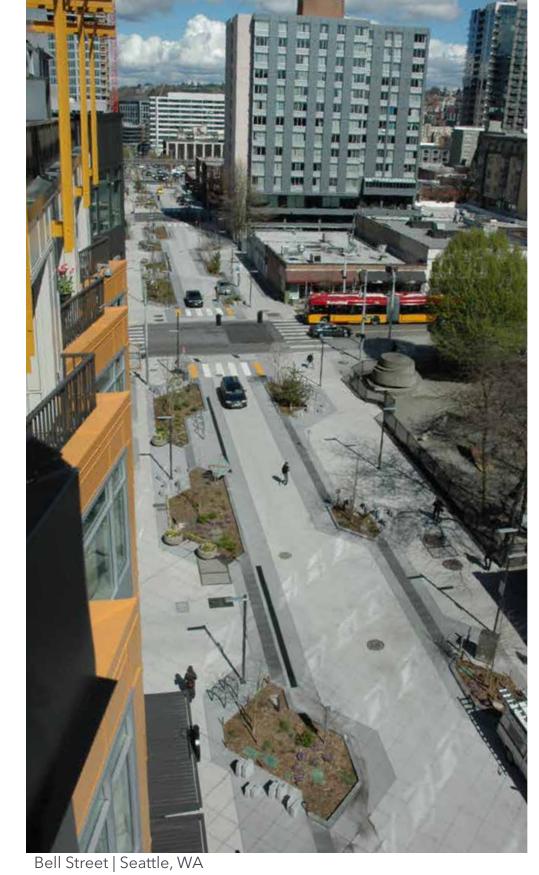
East Plaza | Community Gathering Space and Retail Kiosk



Pedestrian Shared Street | "Woonerf" Design



Pedestrian Shared Street | "Woonerf" Examples





Well marked pedestrian crossings and bicycle lanes



Festival use



Bicycle infrastructure



Movable and integrated seating

COMMUNITY OPEN SPACE | ENLARGED PLAN

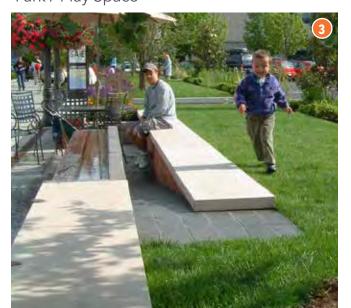




Park / Play Space



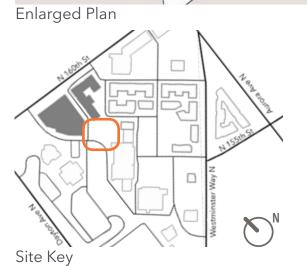
Pedestrian Spaces







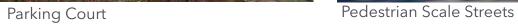
Ground Level Stoops











COMMUNITY OPEN SPACE



FLEXIBILITY WITH SPECIFIC REQUIREMENTS TO ALLOW FOR THAT FLEXIBILITY

Section 4 Flexibility: "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.

Section 5 Phasing: "Exhibit O depicts the Open Space and on-site and off-site motorized and non-motorized circulation/transportation improvements which must accompany each Block."

- A) Commercial, Retail and Restaurants
- B) Open Space System
- C) Westminster Way Connection
- D) Supplemental Site Design Guidelines

BLOCK PLAN & REQUIRED IMPROVEMENTS PER PHASE

Dayton Ave N

N 160th St

BLOCK B

West

(Phase-O7)

North Promenade

BLOCK A

Community -

Open Space

D.A. - Exhibit O

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.

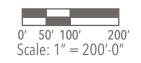
Aurora Ave N

Westminster

Plaza

N 155th St





DEVELOPMENT AGREEMENT - SECTION 9

Section 9 Open Space System/City Parks: "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."

- i) Central Plaza
- ii) Community Open Space
- iii) Pedestrian Shared Street
- iv) Westminster Way Plaza

COMMITMENT TO SUSTAINABILITY

Section 28: The developer agrees to incorporate the following LEED ND (Neighborhood Development) Credit categories into the project design and implementation:

- Preferred Locations;
- Access to quality transit and bicycle facilities;
- Housing and jobs proximity;
- Walkable streets;
- Compact Development;
- Mixed Use Neighborhoods;
- 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.

OPEN SPACE SYSTEM

D.A. - Exhibit E



DEVELOPMENT AGREEMENT - SECTION 9E

Section 9E 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 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**1. The purposes of these components of the Open Space System shall be for open space, landscape/hardscape, recreation, pedestrian and access by the public.

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)	Credit(2)	Cumulative Credit	Outstanding PIF Due
				\$0	\$3,643,514
Yes	"Community Open Space"	0.90	\$774,110	\$774,110	\$2,869,404
Yes	East Plaza	0.43	\$369,852	\$1,143,962	\$2,499,552
Yes	West Plaza	0.23	\$197,828	\$1,341,790	\$2,301,724
Yes	Westminster Way Plaza	0.11	\$94,613	\$1,436,403	\$2,207,111

- (1) Area and credit to be determined at time of building permit based on then current Rate Study and cost of eligible improvements
- (2) 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	Open Space	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 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 standalone 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.

DEVELOPMENT AGREEMENT - SECTION 9F

Section 9F 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.

DEVELOPMENT AGREEMENT - SECTION 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:
 - 1. Changing the term of the Agreement as set forth in Section 17 Vesting;
 - 2. Modifying the Open Space requirements set forth in Section 5.B Phasing or Section 9, Open Space System;
 - 3. Increasing the number of residential dwelling units set forth in Section 3 Development Approvals by more than ten percent (10%);
 - 4. An amendment that would cause an exceedance of the "CRA Trip Budget" as defined in the Agreement;
 - 5. Proposing a land use that is not allowed in the zone;
 - 6. An amendment to any of the modifications set forth in Section 12 Modifications to Land Use Regulations; or
 - 7. An amendment creating new significant environmental impacts not evaluated in the Aurora Square Planned Action FEIS.

Section 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.

Section 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.

