



**DEPARTMENT OF DEVELOPMENT AND ENVIRONMENTAL SERVICES
BUILDING SERVICES DIVISION
KING COUNTY, WASHINGTON
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LAKEPOINTE MIXED USE DEVELOPMENT

MASTER PLAN

FILE NO. A95P0105

APPROVED August 13, 1998

**LAKEPOINTE MASTER PLAN
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FINDINGS, CONCLUSIONS AND DECISION

I. GENERAL INFORMATION

File: A95P0105

Applicant: Gary Sergeant, Pioneer Towing Company, Inc.

Location: 6775 NE 175th Street

STR: West 1/2 11-26-04

Zoning: RB-P SODPA (Regional Business with P-Suffix Development Conditions and Special District Overlay Demonstration Project Area)
I-P SODPA (POT RB-P SODPA) (Industrial with P-Suffix Development Conditions and Special District Overlay Demonstration Project Area / Potential Regional Business with P-Suffix Development Conditions and Special District Overlay Demonstration Project Area)

Community Plan: Northshore

Proposal: Approval of a Master Plan to include approximately 205,588 square feet of professional office space; 438,627 square feet of retail and commercial space (including cinemas and hotel); 1,200 residential units; a marina with 53 boat slips; and 4,464 parking spaces. The proposal also includes a highway bypass connecting SR 522/Bothell Way NE (at approximately 66th AVE NE) with 68th

AVE NE (at a location approximately one block south of NE 175th ST).

Application Date: May 5, 1995

Related Files: Commercial Site Development Permit (B96CS005)
Shoreline Substantial Development Permit (L96SH107)
Supplemental Environmental Impact Statement (E95E0198)
Drainage Variance (B97A0214)

II. FINDINGS

A. SUMMARY OF PROPOSAL

The proposed mixed use development will be built in phases on approximately 50 acres and will include approximately 205,588 square feet of professional office space; 438,627 square feet of retail and commercial space (including cinemas and hotel); 1,200 residential units; a marina with 52 boat slips; and 4,464 parking spaces. The proposed Master Plan includes a highway bypass connecting SR 522/Bothell Way NE (at approximately 66th AVE NE) with 68th AVE NE (at a location approximately one block south of NE 175th ST).

The mixed use development is intended to be a pedestrian-oriented place, where residents and visitors can enjoy an "urban village" extension of the City of Kenmore. The design of the mixed use development is intended to integrate different land uses and activities and to minimize the conflicts between vehicles, pedestrians and cyclists. It includes a new "pedestrian street," NE 174th Street, which is parallel to NE Lakepointe Boulevard. Side streets connect NE Lakepointe Boulevard to NE 174th Street and to the waterfront boardwalk/marina area, which in turn is connected to the waterfront park. Shops and dining establishments will front the street, with residential units above.

The mixed use development will provide almost a mile of Lake Washington and Sammamish River channel shoreline public access. A waterfront promenade will be developed for pedestrian use along the existing barge channel, and will include trees, benches, public viewpoints, walking paths and sidewalk cafes. The promenade will lead to a new public waterfront amphitheater at the end of the peninsula with a special public gathering place for musical events and other occasions. The amphitheater will have unobstructed views down Lake Washington to be experienced by those who visit the development.

B. RELATIONSHIP TO PLANS AND POLICIES

1. Washington State Growth Management Act (RCW 36.70A)

The Lakepointe project is generally consistent with the Washington State Growth Management Act, which encourages higher density growth in the urban areas where facilities and services are available or will be available within six years of development. In addition, the Lakepointe project

includes a range of density and residential development, such as apartments, condos and senior housing. The mixed-use design promotes the ability for people to live and work on site, which would off-set the impacts of the development on an already congested traffic corridor and help promote efficient public transportation, which is another goal of the Growth Management Act. The proposal has recognized the importance of critical/sensitive areas in the design of the project and will be required to mitigate the impacts of the development on the critical fisheries resources in the vicinity of the site. Finally, impact fees, based on adopted capital facilities plans, will be collected for road improvements and schools to help off-set the impacts of this development.

2. 1994 King County Comprehensive Plan

The Lakepointe Mixed-Use Development has been reviewed and found to be consistent with the 1994 King County Comprehensive Plan. In many ways, the Lakepointe project is a good example of what the Comprehensive Plan is trying to achieve by encouraging high density, well-designed development in the urban areas to reduce urban sprawl, concentrate infrastructure investment and protect natural resources. Below is a brief discussion of the project's compliance with the Comprehensive Plan.

Urban Land Use. The Lakepointe site is located within the Urban Growth Area (UGA) and is within a designated Activity Center. The mix of uses, including residential, retail, office, recreational and open space will provide opportunities for living, working, shopping and recreating in one area.

The site is located within the "Full Service Area" for sewer and water service, and the applicant has demonstrated that water and sewer service is available for the development. In addition, the project will be providing connections to transit to comply with the Full Service Area with Transit Priority requirement.

Economic Development. In general, the Lakepointe project supports the economic development policies in the Comprehensive Plan by providing a mix of land uses that will support the creation of new jobs in an area which is currently industrial in character and is served by urban infrastructure. At buildout, the Lakepointe development will provide an estimated 1,270 retail, service and office jobs compared to approximately 200 industrial and service jobs currently on site.

Housing. The Lakepointe project complies with the Comprehensive Plan policies which encourage a wide range of housing opportunities. The proposal includes 380 apartment units; 400 senior housing apartments, of which 200 will be senior independent units and 200 will be senior assisted units; and 420 condominium units. With the development of 1,200 dwelling units, the Lakepointe project will achieve approximately 35 to 45 of Northshore Community Planning Area's urban area target for residential growth. Ten percent of the housing will be affordable, either on site or within the Northshore Community Planning Area.

Natural Resource Lands. The Lakepointe site is not located on and will not affect any designated Natural Resource Lands, as designated by the Comprehensive Plan.

Natural Environment. Construction of the Lakepointe project will result in localized increased in particulates and carbon monoxide during the ten to fifteen-year buildout. In addition, automobile-related air pollutants will increase as a result of increased traffic volumes, however the established air quality standards are not expected to be exceeded.

The Lakepointe project is not located in a designated Critical Aquifer Recharge Area and does not contain any steep slopes or erosion hazard areas. The site design preserves the on-site and near-shore wetlands and respects the buffers from these wetlands, as well as the Lake Washington and Sammamish River shorelines. The storm water control system will include wetponds, biofiltration swales and oil-water separators to provide water quality treatment of stormwater runoff.

Facilities and Services. The Lakepointe site is located in a "Full Service Area" within the UGA. Water and sewer service will be provided by the Northshore Utility District.

Transportation. The proposal was issued a transportation concurrency certificate on March 26, 1996 and the application for the Commercial Site Development Permit was filed within the required 90 days from issuance of that certificate. The transportation improvements will be required to be in place within six years of development.

Parks and Recreation. The proposal includes a total of 21.2 acres of open space, or approximately 47 percent of the site. The proposal includes a children's play area, a public amphitheater, open grass park areas with benches, river view platforms and approximately 6,400 linear feet of on-site trails and sidewalks with a direct connection to the Burke-Gilman Trail.

Cultural Resources. The development of the Lakepointe project will not result in the conversion of use or elimination of any identified historic resources sites. The proposed site plan includes areas which could be available for public art projects.

Energy and Communications. The design of the buildings will be consistent with all applicable local, state and national energy code provisions. No additional electric transmission or distribution facilities (i.e. substations and transmission lines) will be required to serve the proposal. All on-site utilities will be located beneath street level.

3. Northshore Community Plan

The Northshore Community Plan provides guidance for balancing the need for future housing and economic development with the need for protecting both the natural resources and the environment. The Northshore Community Plan proposes accommodating new residential growth in line with the ability of local jurisdictions and the private development community to provide necessary services and infrastructure. The director has determined that the Lakepointe project meets the goals and policies of the Northshore Community Plan. Below is a discussion of the project's compliance with the Northshore Community Plan.

Residential Development. The Lakepointe project will establish a mix of multifamily housing units within the Kenmore Urban Activity Center, which will take advantage of the range of urban services currently available in the immediate vicinity of the site. The proposal will include about 21.2 acres of open space, or approximately 47 percent of the site. The on-site open space will be varied, as described above. The majority of the existing trees located on the site will be preserved. The overall design of the buildings, lighting, landscaping, and signage will be governed by the Design Guidelines developed for the project.

Commercial and Industrial Uses. As contemplated by the Northshore Community Plan, the proposal will establish commercial (retail and office) uses with the Kenmore Activity Center. Commercial uses would be organized around pedestrian walkways and an esplanade to emphasize pedestrian movement and minimize conflicts with vehicular traffic.

Transportation. The Lakepointe site is located within the Kenmore Activity Center and adjacent to SR-522, which contains several Metro transit routes, and the Burke-Gilman Trail, thus allowing use of existing transit, pedestrian and bicycle routes. The proposal will further encourage the use of transit by constructing two new transit stops along SR 522 and providing either an at-grade or pedestrian overpass of SR 522 to get users to the transit stops. A Transportation Management Plan will be developed to identify transit options and facilitate transit use.

Natural Resources. The entire Sammamish River and Lake Washington shoreline areas and the two wetlands on the site will be preserved as natural open space. Additional plantings along the Sammamish River shoreline and buffer will provide increased vegetated area and diversified habitat features, which will increase and improve available wildlife habitat on the site.

The site is designated as a Natural Resource Protection Area Condition 3 in the Northshore Community Plan. This designation requires that any Great Blue Heron nesting, roosting or feeding areas be identified and protected. The project will protect the Great Blue Heron habitat along the Sammamish River. Public access to the Sammamish River and Lake Washington will be provided on a connection of trails and view platforms. Storm water run-off will be treated, as discussed above.

Parks and Open Space. As discussed above, approximately 21.2 acres, or 47 percent of the site will be open space. A 2,200 foot long park will be located along the entire southern property line, adjacent to the Sammamish River, which would provide shoreline and wildlife viewing. Most of the significant trees along the shoreline will be preserved.

Cultural Resources. The development of the Lakepointe project will not result in the conversion of use or elimination of any identified historic resources sites. The proposed site plan includes areas which could be available for public art projects.

Kenmore Activity Center. The Lakepointe site has been identified by the Northshore Community Plan as a location within the Kenmore Activity Center suitable for mixed-use development. The development will include a mixture of residential, commercial (retail and

office) and open space. The site has been designed to be pedestrian-oriented where residents and visitors can experience an “urban village” extension of Kenmore.

4. Current Zoning

Approximately 45 acres of the site is zoned Regional Business, with P-Suffix conditions (RB-P) and the remaining 5 acres is zoned Industrial, with P-Suffix conditions, potential RB-P (I-P/POT RB-P). In addition, a Special District Overlay has been placed on the property designating it as a Demonstration Project Area (SODPA). The Demonstration Project Area was placed on this site when the Quality Urban Environment (QUE) Demonstration Project was developed and approved by the King County Council.

The Northshore Community Plan applied site-specific P-Suffix conditions to the Lakepointe site, which is called the Kenmore Pre-Mix site in the Plan. These conditions are called “Mixed-Use Pedestrian Oriented Areas”, and contain seventeen conditions addressing a range of issues such as permitted uses, design, shoreline enhancement, affordable housing, phasing and required mitigation. In addition to the site-specific conditions, the Lakepointe site is subject to three area-wide P-Suffix conditions: 1) Natural Systems: Seasonal Clearing; 2) Natural Resource Protection Areas: Sammamish River Corridor Habitat; and 3) Landscaping: Significant Vegetation Retention.

The complete text of the P-Suffix conditions and an analysis of how the Lakepointe project complies with these conditions are contained in the Commercial Site Development Permit report (DDES File B96CS005). The three site-specific conditions that relate to the development of a Master Plan are analyzed in this report.

C. DEVELOPMENT OF A MASTER PLAN

The following section discusses the Lakepointe project’s consistency with the three P-Suffix conditions that relate to the Development of a Master Plan, which were not analyzed in the Commercial Site Development Permit report (DDES File No. B96CS005). These P-Suffix conditions were: Condition 14. Phasing Requirements; Condition 15. Mixed Use Master Plan Submittal Requirements; and Condition 16. Required Elements For Master Plan and Final Development Applications. The italicized text below is the actual P-Suffix language. Following the P-Suffix language is an evaluation by the Director of the projects compliance with the P-Suffix condition.

14. Phasing Requirements

The approved Master Site Plan and all approvals for development of phases of the Pre-Mix site, shall satisfy the following requirements for phasing, provision of mitigation, and development by subdistrict.

a. Subdistrict Development. The Pre-Mix site shall be divided into four subdistricts, as shown on Map A. The location of the subdistrict boundaries may vary somewhat from Map A;

the final boundaries for each subdistrict will be determined in the master plan process. Development in each subdistrict is subject to all P-Suffix conditions of the zone set forth above, as well as the subdistrict-specific conditions described below and any mitigation's identified through the Master Site Plan approval process. The Residential Subdistrict may overlap with the adjacent subdistricts for the purpose of distributing density across the site, as set forth under the approved Master Plan. This plan contemplates that ultimate development of the outright RB-zoned portion of the Pre-Mix site (not including the Waterfront Extension Subdistrict) will include approximately 1000 units of residential development and approximately 500,000 square feet of commercial (including approximately 250,000 square feet of office/professional service, and 250,000 square feet of retail and entertainment) development.

(1) Neighborhood Commercial (approximately 12-18 acres). This area will serve as the focus of neighborhood-scale retail and commercial development, because of its proximity to road and transportation infrastructure. It may also include entertainment uses, and will incorporate residential development, though at a lower density than the remainder of the Mixed-Use District. Where feasible, residential uses will be included in the same structure as retail and office uses. Some vertical integration of residential and retail/office uses shall occur in this area.

Director's Evaluation

The project is generally consistent with this requirement. The Neighborhood Commercial subdistrict is approximately 21 acres in size and contains Buildings A, B, G-1 and G-2. Building A will contain approximately 87,669 square feet of retail, including a grocery, and approximately 640,000 square feet of residential. Building B would contain approximately 99,333 square foot of retail, including a cinema, and approximately 60,000 square feet of office space. There are no proposed residential uses in Building B. Buildings G-1 and G-2 will contain approximately 105,488 square feet of office space. The focus of this subdistrict is neighborhood-scale retail and commercial with integration of both retail and residential uses within Building A.

(2) Waterfront (approximately 10-14 acres). This subdistrict will emphasize pedestrian-scale access and development, both at and near the channelized edge of the inner harbor. Development will be mixed-use, with a higher density of residential than in the Neighborhood Commercial Subdistrict. Enjoyment of the urban shoreline environment and pedestrian connections throughout the site will be stressed.

Director's Evaluation

The project is generally consistent with this requirement. The Waterfront subdistrict is approximately 10 acres and will be the heart of the pedestrian-oriented activities. The Waterfront subdistrict includes buildings C-1, C-2, and C-3, which will contain 54,255 square feet of specialty retail space, 40,100 square feet of professional office space and 240 apartment units. A restaurant is proposed for Building C-3. Building D, which is approximately 197,370 square feet, will include a hotel and a health club. The Marina and waterfront boardwalk will provide guests and residents with an opportunity to walk along the inner harbor or relax on benches and view the harbor. The buildings fronting on the boardwalk would contain retail shops, dining establishments and sidewalk cafes on the ground floors with offices located on the upper floors.

The boardwalk would provide a connection to the 2,200 foot long shoreline park located along the Lake Washington and the Sammamish River shorelines.

(3) *Residential (approximately 10-14 acres). The residential subdistrict will be the center of residential development on the site. This area will be linked to the neighboring commercial and waterfront subdistricts, as well as to the transit hub, by pedestrian corridors, bridges, and other linkages. Residential development will respect the natural shoreline of the Sammamish River, where public access will be provided.*

Director's Evaluation

The project is generally consistent with this requirement. The Residential subdistrict, which is approximately 11 acres, would contain approximately 320 condominium units with views of Lake Washington and the Sammamish River. Residents would have access to the Neighborhood Commercial and Waterfront subdistricts along the emergency access/public promenade trail within the shoreline park or along NE Lakepointe Boulevard. Residential development respects the natural shoreline of the Sammamish River and provides a public promenade trail along the shoreline.

(4) *Waterfront Extension (approximately 4--8 acres). This future phase (potentially-zoned RB-P) will develop after the discontinuation of the existing industrial use.*

Director's Evaluation

The project is generally consistent with this requirement. The smallest of the subdistricts is the Waterfront Extension subdistrict at about 3 acres in size. At this time it is proposed to contain a marina along the inner harbor, but the applicant has not indicated what other uses are proposed for that subdistrict. This subdistrict will be developed at such time as the property is rezoned from Industrial to Regional Business.

b. *Phasing. There are no restrictions on when or where development may occur within the Pre-Mix site, so, long as it is in accordance with the approved master plan.*

c. *Mitigation Phasing Requirements. The purpose of identifying mitigation phasing requirements in the area zoning is to insure that adequate mitigation is in place for development of each portion of the mixed-use development site. These requirements are designed to insure that most of the capital-project roadway mitigation's for the entire Pre-Mix site shall occur at the beginning of development. Thus most of the roadway related capital infrastructure and amenities will be in place in connection with initial development to support full development of the Pre-Mix site. Certificates of occupancy shall not be issued for a particular subdistrict until the mitigation requirements of that subdistrict have been satisfied or adequate security to ensure their satisfaction has been provided King County (unless these P-Suffix conditions or the approved Master Plan set forth a different timetable for completion of the mitigation).*

Mitigation provided under these conditions shall be credited where appropriate against mitigation requirements otherwise applicable to the project through the SEPA process or under

County codes. The property owner may fund mitigation improvements based upon agreements for reimbursement of portions of such costs by public agencies or other benefited private parties.

The intersection of SR-522 and 68th Avenue currently operates at LOS F. Significant mitigation of this intersection is not possible, and therefore mitigation for the development of the Pre-Mix site must be directed to improving access and circulation in other ways. Satisfaction of the linkage requirements set forth below shall be construed as satisfying the County's concurrence and intersection standards for the overall project.

(1) Overall Project Mitigation. The following items shall be provided in connection with initial development of the Pre-Mix site. Certificates of occupancy shall not be issued for development on the Pre-Mix site until the following mitigation requirements have been satisfied or adequate security to ensure their satisfaction has been provided King County.

(a) Full signalization of the intersection of 68th Avenue and Lakepointe Drive (listed in the CIP), and intersection improvements to include a northbound left-turn and left-turn/pass-through lanes on 68th Avenue but not including improvements to the 68th Avenue Bridge over the Sammamish River;

(b) Dedication of right-of-way adequate for a five lane principal arterial on-site for Lakepointe Drive, connecting 68th Avenue to SR 522 at the northwest corner of the Pre-Mix site;

(c) Construction of Lakepointe Drive on-site in a five-lane cross-section with landscaped median within the dedicated right-of-way, connecting 68th Avenue to SR 522;

(d) Provide for signalization and reconfiguration of the intersection of SR 522 and Lakepointe Drive (listed in the CIP), once signal installation authority has been obtained from the State of Washington by King County;

(e) Provide for realignment of existing 175th Street with a grade-separated crossing under Lakepointe Drive (listed in the CIP), as set forth in Map B;

(f) Construction of two enhanced transit stops (to be listed in the CIP), which shall be located on the north and south side of SR-522 and north of the Burke-Gilman Trail and shall include seating areas, weather protection, and specially-designed landscaping and walkway surfaces. The transit stop may be in-lane or pull-out, and King County shall be responsible for land acquisition and for obtaining approvals for the transit stops;

(g) The developer shall be responsible for achieving SOV trip reduction for the project by providing 50 commuter parking stalls in a location accessible to the southern enhanced transit stop or by contributing its fair share to the construction of a new park and ride facility in the Kenmore area, as determined in the approved Transportation Management Plan.

(h) *Payment of fair share mitigation fees, including those for a fair share contribution to the transit lane improvements planned on SR 522 with credit, if applicable, for the system improvements (e.g., Lakepointe Drive) constructed for the project;*

(i) *Pedestrian access from the developed area to the transit stop and the 68th Avenue/SR 522 intersection;*

(j) *Provision of other minor roadway improvements identified by the Master Plan, such as signal phasing, lane realignment, etc.;*

(k) *Provide a touchdown location on-site for the proposed pedestrian bridge crossing SR-522;*

(l) *Provide for a grade-separated connection for the Burke-Gilman Trail under the to-be constructed Lakepointe Drive, that is compatible with the design of the Burke-Gilman Trail undercrossing at 68th Avenue. The Trail shall have a 12-foot clear height and project design shall seek to enhance linkages between the Trail and pedestrian routes in the project and reasonably to minimize grade change along the Trail. A curb-cut shall be provided on SR-522 east of 65th Avenue N.E. for access to a parking structure, and the Trail-level portion of the parking structure shall include retail or pedestrian services or open space oriented to the Trail (subject to WSDOT approval);*

(m) *The developer shall provide cash incentives, such as transit subsidies, parking fees, or rent abatement for transit use, in residential leases, if called for under the approved transportation management plan;*

(n) *The developer shall maintain access on the existing 175th Street for the off-site lots adjacent to the northeast corner of the project site, as long as the design and function of such access is acceptable to the owners of the off-site lots and will not result in adverse impacts to the use of these lots;*

(o) *Development of shoreline enhancement, including public recreation and access areas on the Sammamish River shoreline of the Mixed-Use District. Development in the initial phase shall include parking, public restrooms, trailhead facilities, vehicle turnaround, public viewpoint, construction of shoreline interpretive trail, enhancement of the riparian edge of the Sammamish River, and provision of a public viewpoint;*

(p) *Prior to any development, the applicant shall conduct additional environmental assessment as specified by King County and, if contamination is found, shall prepare a remediation plan and schedule acceptable to the King County Executive. Prior to development of any phase of the project, contamination (if any) on the portion of the site to be developed in that phase shall be remediated in accordance with the remediation plan and all legal requirements. The remainder of the site shall be cleaned up on accordance with the remediation schedule.*

(q) *The developer shall appoint an on-site transportation coordinator, and provide cash incentives, such as transit subsidies, parking fees, or rent abatement for transit use, in residential leases in the residential subdistrict, if called for under the approved TMP;*

(2) *Neighborhood Commercial Subdistrict Mitigation. The requirements for the Neighborhood Commercial Subdistrict are satisfied with the initial phase development. Therefore, additional mitigation requirements are not set forth for further development in the neighborhood commercial subdistrict. Although single-use commercial buildings are not prohibited in this subdistrict, residential and commercial uses in various structures should be integrated to the greatest degree possible, through the use of walkways and other functional connections between buildings. Further, the prohibition on ground floor residential units will encourage the inclusion of mixed uses in residential structures. A conceptual plan for a portion of the neighborhood commercial area is shown on Map J.*

(3) *Waterfront Subdistrict Mitigation. Additional mitigation requirements for the Waterfront Subdistrict, identified below, are focused on enhancing open space opportunities in this portion of the mixed-use district and on emphasizing pedestrian connections within the development. Development shall satisfy the following criteria, in addition to the standards of the underlying zoning:*

(a) *The pedestrian street shall be constructed. See Maps C and D. Construction of the street shall be phased so that the street is constructed in conjunction with development of adjacent buildings. The pedestrian street shall be developed to County road standards as a business access street including two traffic lanes, two 8-foot parallel parking strips, and two 10-foot sidewalk areas.*

(b) *The harborside promenade shall be constructed. See Map E. Like the pedestrian street, the construction of the harborside promenade shall be phased to occur in conjunction with development of adjoining buildings. The harborside promenade shall be constructed as a 20-foot wide hard-surfaced pedestrian walkway, beginning at the channelized edge, and shall include pedestrian features such as seating, landscaping, sidewalk cafes, and pedestrian amenities.*

(c) *Upon completion of the pedestrian street, a public parking area shall be developed at the southern end of the pedestrian street. The parking area shall provide parking for approximately 20 vehicles.*

(d) *A harborside viewpoint shall be constructed in conjunction with the harborside promenade, at a location identified in the approved master plan. See Map E.*

(e) *A lakeside viewpoint shall be developed at the southern end of the site, at a location identified in the approved master plan. Development of the lakeside view point shall occur upon completion of the pedestrian street. See Map B and F.*

(f) *A public gathering place shall be developed at the southern end of the pedestrian street, adjacent to the lakeside viewpoint and in a location identified in the approved master plan. See Map F. The major public gathering place shall provide area for gathering of at least fifty people. It shall be developed upon completion of the pedestrian street.*

(4.) *Residential Subdistrict Mitigation. Additional mitigation/linkage requirements for the residential subdistrict are geared toward enhancing pedestrian connections within the site, reducing reliance on single-occupancy vehicles, and enhancing transit use. Development shall satisfy the following criteria, in addition to the standards of the underlying zoning:*

(a) *Internal pedestrian connections from the residential subdistrict to the transit hub shall be provided;*

(b) *A pedestrian bridge over SR 522 shall be provided (subject to WSDOT approval) when fair-share funding for construction is available from sources other than the developer. The developer shall be required to pay its fair share toward the cost of the bridge;*

(c) *At build-out of the Residential District, the developer shall provide a shuttle service to connect the development with the transit hub, if called for under the approved TMP;*

(5.) *Waterfront Extension Stage Mitigation. Mitigation requirements for the waterfront extension stage are provided in connection with development of the other subdistricts. Therefore, additional mitigation requirements are not set forth for development in the Waterfront Extension Subdistrict. Development in this subdistrict may not proceed until mitigation for the overall development and Waterfront subdistrict have been provided.*

Director's Evaluation

The Phasing Plan and Transportation Mitigation Agreement developed for the project satisfy the requirements of the Mitigation Phasing Requirements. The Phasing Plan divides the project into several phases and identifies the proposed timing of development of each phase. The Transportation Mitigation Agreement ensures that transportation improvements occur concurrent with development and consistent with the P-Suffix condition relating to phasing. The Phasing Plan is included as Attachment C of this report and The Transportation Mitigation Agreement is included as Attachment D.

15. Mixed Use Master Plan Submittal Requirements

Before development can occur, a Master Plan shall be completed and approved. The following requirements apply to the process for obtaining Master Plan approval for development of the Pre-Mix site. The Master Plan application shall be subject to review and approval by DDES. The Master Plan application shall establish vehicular, pedestrian and open space connections within the entire development. These vehicular, pedestrian and open space connections and transportation mitigation's shall be binding. Approval of the Master Plan shall assure:

a. *the Mixed Use development area in its entirety meets the goals, policies and criteria of the Northshore Community Plan;*

Director's Evaluation

The Supplemental Environmental Impact Statement (SEIS) prepared for the Lakepointe project includes an analysis of the Lakepointe project's consistency with the goals, policies and criteria of the Northshore Community Plan.

b. *that there is adequate environmental review of the cumulative impacts of all mixed use development in Kenmore;*

Director's Evaluation

A Supplemental Environmental Impact Statement (SEIS) was prepared, which supplements information provided in the DRAFT and FINAL EIS documents prepared for the Northshore Community Plan adopted in 1993. The SEIS evaluates the cumulative impacts of mixed use development on the project site and in the Kenmore area. Additional traffic studies were required to assure that the current traffic levels were used in assessing the environmental impacts of the project, including cumulative impacts.

c. *that there is detailed project level review of environmental impacts of the phase or phases that comprise the development application;*

Director's Evaluation

Neither the Master Plan nor the Commercial Site Development Permit constitutes the final development approval for the Lakepointe project. The Supplemental Environmental Impact Statement (SEIS) prepared for the Lakepointe Commercial Site Development Permit, Master Plan, Shoreline Substantial Development Permit (and potentially a Road Improvement District) is intended to fulfill State Environmental Policy Act (SEPA) requirements for the project buildout. King County, or the City of Kenmore, will review future building permit applications for consistency with the level and type of development evaluated in the SEIS, and will determine whether the level of evaluation provided in the SEIS is sufficient to meet the County's, or City's, responsibility under SEPA. Based on that review, King County, or the City of Kenmore, may determine that no further SEPA review is necessary for a given construction proposal. However, additional environmental review may be required if: (1) there are substantial changes to the project so that the project is likely to have significant adverse environmental impacts; or (2) new information indicating the project's probable significant adverse environmental impacts that were not covered by the range of alternatives and impacts analyzed in the existing environmental documents.

d. *that there is adequate mitigation developed for the project level review;*

Director's Evaluation

The Northshore Community Plan Mixed-Use Pedestrian Oriented Areas P-Suffix conditions have established mitigation for the design of the Lakepointe site. The Commercial Site Development

Permit and the Master Plan reports have evaluated the project's consistency with these P-Suffix conditions and determined that the project is conceptually consistent with the mitigation. Neither the Master Plan nor the Commercial Site Development Permit constitutes the final development approval for the Lakepointe project. The SEIS has identified mitigation measures which would address the impacts of the Lakepointe project and the mitigation measures identified in the SEIS are included as conditions of approval of the Commercial Site Development Permit and Master Plan. Additional environmental review may be required if: (1) there are substantial changes to the project so that the project is likely to have significant adverse environmental impacts; or (2) new information indicating the project's probable significant adverse environmental impacts that were not covered by the range of alternatives and impacts analyzed in the existing environmental documents. This additional environmental review could result in mitigation which would be applied through the development permit approval.

e. that specific criteria of the Northshore Area Zoning and these P-Suffix conditions are met;

Director's Evaluation

The Commercial Site Development Permit and the Master Plan reports have evaluated the project's consistency of the project with the Northshore Area Zoning and these P-Suffix conditions and determined that the project is conceptually consistent with the Northshore Plan and the P-Suffix conditions.

f. that each phase of development will adequately meet the expressed goals for the mixed use area, and adequately mitigate for its impacts at the time of development.

Director's Evaluation

The conditions of approval of the Commercial Site Development Permit and Master Plan, along with the Transportation Mitigation Agreement and Phasing Plan, will all guarantee that each phase of the development will adequately meet the expressed goals for the mixed use area and adequately mitigate the impacts at the time of development.

16. Required Elements For Master Plan and Final Development Applications

The following elements are required of the Master Plan applications in the mixed use development area. This application may include development approval for one or more phases of the entire mixed use area. The discussion of the following elements should be conceptual in nature in the preliminary master plan application, except for phases for which final development approval is sought.

a. Environmental documents assessing project level impacts of the development. Appropriate mitigation necessary for site-specific impacts should be identified.

Director's Evaluation

A Supplemental Environmental Impact Statement (SEIS) was prepared, which supplements information provided in the DRAFT and FINAL EIS documents prepared for the Northshore

Community Plan adopted in 1993. The SEIS assessed the impacts likely to occur as a result of the Lakepointe project and identified mitigation measures.

b. Housing units for all phases shall be identified by number and type for each phase including affordable housing requirements of item 10 of the area zoning. Any phase included in a final development application shall also identify location and value of housing units in that phase, if applicable.

Director's Evaluation

The project is proposed to be developed in six phases: Phase one would include 200 independent senior housing apartments, 200 assisted living senior housing apartments and 240 standard market apartments; Phase two would include 100 condominium units and 140 apartment units; Phase four would include 100 condominium units; and Phase five would include 220 condominiums for a total of 1,200 residential units. One hundred twenty units will be required to be affordable, but the applicant has not identified 1) if the affordable units will be part of the 1,200 units proposed on-site; 2) if the 120 affordable units will be deducted from the 1,200 on-site units and constructed off-site; 3) or if an additional 120 affordable units will be constructed off-site. Since neither the Master Plan nor the Commercial Site Development Permit constitute the final development approval, the value of the housing has not been identified.

c. Retail/Commercial uses for all phases shall be identified by square footage per phase. Any phase included in a final development application shall also identify major tenant types and building locations in that phase.

Director's Evaluation

A total of 438,627 square feet of retail and commercial space is proposed for the Lakepointe development. Phase one would include 44,082 square feet of food store, 20,000 square feet of drug store, 50,075 square feet of cinema and 72,845 square feet of miscellaneous retail and food court space; Phase two would include 51,255 square feet of specialty retail plus a 3,000 square foot restaurant; and Phase three would include a 161,781 square foot boutique hotel of 150 rooms and a 35,589 square foot health club. Since neither the Master Plan nor the Commercial Site Development Permit constitute the final development approval, the major tenants have not been identified, but the building locations have been conceptually identified.

d. Office uses for all phases shall be identified by square footage. Any phase included in a final development application shall include building footprints and employment data for that phase.

Director's Evaluation

A total of 205,588 square feet of professional office space is proposed for the Lakepointe development. Phase one would include 60,000 square feet of office space; Phase two would include 40,100 square feet of office space; and Phase five would include 105,488 square feet of office space. Conceptual plans for Phase five are medical or dental offices or professional space for the City of Kenmore Administrative offices and a public library. Since neither the Master

Plan nor the Commercial Site Development Permit constitute the final development approval, the employment data and precise building footprints have not been identified.

e. Public and private facility improvements shall be identified for the entire mixed use development area. Appropriate size or capacity, location, operational characteristics and relationship should be estimated or defined in further detail as defined in other sections of the mixed use requirements.

Director's Evaluation

The public and private facility improvements are identified in the Transportation Mitigation Agreement included as Attachment E to this report. Other than certain roads, all other facilities will be private.

f. Open space shall be identified for all phases and broken down by the amount per phase and type of facility. Specific improvements should be identified for the phase of a final development application.

Director's Evaluation

Open space is not defined in the P-Suffix conditions, however the applicant defines open space as everything outside of buildings and roads. Using the applicant's definition, approximately 21.2 acres of open space, or approximately 47 percent of the site. Phase 1 includes 79,100 square feet of plinth area surrounding Parcel A; 31,180 square feet of firelane constructed on the plinth of Parcel A; 117,780 square feet of shoreline park adjacent to Parcel A; 127,500 square feet of boardwalk along the marina and 17,450 square feet of gallery walk along the frontage of Parcels A and B.

Phases 3 and 4 would include the extension of 96,090 square feet of the boardwalk, amphitheater park and open space, and the extension of 96,690 square feet of the shoreline park and 17,480 square feet of the firelane to the southwestern edge where it meets Lake Washington. Phase 5 would include the 117,780 square foot completion of the shoreline park and 31,180 square feet of firelane facilitating the connection of the shoreline park and firelane completed in Phase 1 with the same completed in Phase 3. Phase 6 would include the balance of 51,900 square feet of open space.

g. Vehicular circulation and access shall be identified for all phases. Any phase included in a final development application shall include locations of driveways and parking and a plan for internal circulation.

Director's Evaluation

Vehicular access and circulation is shown on the Primary Site Circulation Plan Sheet A2.3 of the Fourth Submittal of the Master Plan dated June 5, 1998 and received June 9, 1998. This plan sheet identifies driveways and parking and internal circulation.

h. A map and text identifying pedestrian and bicycle circulation through the entire Mixed Use Development Area is required. Major routes are identified on Map B. Major

pedestrian and bicycle connections identified by King County through the staff report shall be binding for subsequent building permits, unless revised. Detailed design of facilities within any phase applying for final development approval shall be included for that phase.

Director's Evaluation

Pedestrian and bicycle circulation are shown on the Primary Site Circulation Plan Sheet A2.3 of the Fourth Submittal of the Master Plan dated June 5, 1998 and received June 9, 1998. Map B from the Northshore Community Plan states "This map is shown for purposes of illustrating the intent of the P-Suffix conditions for the Mixed-Use Districts only, and shall not be used as a development plan for the site. Actual development plans may vary from this map, as long as the intent of the P-Suffix conditions is met." Therefore the pedestrian and bicycle circulation proposed varies somewhat from that shown on Map B. Since neither the Commercial Site Development Permit nor the Master Plan constitute the final development approval, detailed design of the pedestrian and bicycle facilities are not included, but will be required at the time of final development approval.

i. The application shall include a description of how proposed mitigation for the project conforms to the requirements of the P-Suffix conditions or, if alternative mitigation is proposed, how such alternative mitigation meets the goals and intent of the P-Suffix conditions and the Northshore Plan. The mitigation plan should identify the project's actual cost of proposed mitigation and its fair share for mitigation. The County may approve such alternative mitigation if it is warranted, based on changed conditions relating to, for example, transit plans, road alignments, pedestrian connections, other planning or capital improvement changes, or infeasibility of proposed mitigation or P-Suffix conditions, and if the goals and intent of the P-Suffix conditions and the Plan are met.

Director's Evaluation

The Lakepointe Mixed-Use Development Commercial Site Development Permit (DDES File No. B96CS005) and the Master Plan together describe how the mitigation for the Lakepointe project conforms to the requirements of the P-Suffix conditions. When alternative mitigation are proposed, there is an evaluation of how the alternative mitigation meet the goals and intent of the Northshore Community Plan. Neither the Master Plan nor the Commercial Site Development Permit constitute the final development approval and it is infeasible to calculate actual costs at the Master Plan/Commercial Site Development Permit stage. Actual costs will be calculated at the time of final development approval.

j. An agreement identifying timing and funding of public and private funding commitments for identified capital and transit improvements shall be prepared by King County. This agreement shall also include funding commitments necessary to mitigate impacts for the phase or phases proposed in the development application. The plan shall be consistent with the P-Suffix conditions. If the application proposes funding or construction of improvements in excess of the developer's fair share, the application shall also include a plan that describes how such excess contributions can be recaptured from public or private sources and/or credited against mitigation required for development of future phases, including the waterfront extension district.

Director's Evaluation

The Transportation Mitigation Agreement, included as Attachment E to this report, constitutes the agreement identifying the timing and funding of public and private funding commitments for identified capital and transit improvements.

k. A transportation management plan shall be created for the entire site to reduce single occupancy vehicle trips related to the project. Strategies to be considered shall include transit subsidies, parking fees, and rent abatement. Mitigation's should not be required in excess of the project's overall fair share.

Director's Evaluation

The Transportation Mitigation Agreement includes the requirement that a Transportation Management Plan (TMP) be created to reduce single occupancy vehicle trips related to the project. Required for Phase One include the development of the project as a mixed-use development to ensure the potential for people to both live and work on site. In addition, a Transportation Management Plan Coordinator would be designated to manage and monitor the effectiveness of the TDM program. Transit information centers, ride matching services, carpool/vanpool parking spaces, showers for on-site employees and bicycle parking would also be required.

Required elements for Phase Two include the operation of an on-site shuttle to provide service within the Lakepointe project, bicycle training and ongoing monitoring of the effectiveness of the TMP.

l. King County shall be required to conduct SEPA review of the Master Plan. King County and the applicant have completed the transportation analysis for the project, and the transportation-related P-Suffix conditions are based on this analysis and are intended to mitigate the impacts of the development. This transportation study will be incorporated in the SEPA review for this area zoning. Future SEPA review for the Master Plan and more specific elements of the project should rely on previously-conducted analysis where appropriate and should be scoped so as to focus review on impact areas not previously reviewed.

Director's Evaluation

A Supplemental Environmental Impact Statement (SEIS), to supplement the DRAFT and FINAL EIS prepared for the 1993 Northshore Community Plan, was prepared for the Master Plan. The Feasibility Analysis: Kenmore Central Business District Traffic and Access Study - Final Report (1993 Kenmore Study) and the Lakepointe Transportation Analysis for Northshore Community Plan and Area Zoning Amendment (1994 Zoning Analysis) were incorporated into the SEIS, along with the Lakepointe Development Transportation Analysis - Final Report (1997 Lakepointe Report) and the Lakepointe Development Transportation Update (1998) to update the analysis to reflect the current traffic conditions. The 1993 Kenmore Study and the 1994 Zoning Analysis were based on 1993 traffic conditions.

III. CONCLUSIONS

The Master Plan meets the goals and intent of the policies and P-Suffix conditions established by the Northshore Community Plan and is consistent with the 1994 King County Comprehensive Plan.

IV. DECISION

The Lakepointe Mixed Use Development Master Plan Fourth Submittal dated June 5, 1998 and received June 9, 1998 is hereby **APPROVED** subject to the following conditions:

1. Only those uses permitted in the I-P (Industrial with P-Suffix Conditions) zone are allowed in the Waterfront extension subdistrict until such time as that subdistrict is rezoned to RB-P (Regional Business with P-Suffix conditions).
2. The applicant shall comply with the provisions of the Transportation Mitigation Agreement (TMA), which is included as Attachment D to this report, as it may be subsequently amended pursuant to the provisions of an interlocal agreement among King County, the City of Kenmore and the applicant.
3. The applicant shall comply with the approved Phasing Plan, which is included as Attachment C to this report.
4. Certificates of Occupancy shall not be issued for any building within a subdistrict until the mitigation requirements of that subdistrict have been satisfied.
5. If any of these conditions, as originally written or as altered or amended by an administrative agency with jurisdiction, or any condition imposed by King County in the Shoreline Substantial Development Permit (File No. L96SH107) or the Commercial Site Development Permit (File No. B96CS005), or through appeals or the courts, is in conflict with any other condition, then the most restrictive of the conditions shall control.

REDLINE NOTES ON PLAN SHEETS

The following notes have been hand-written on the Plan Sheets of the Fourth Submittal of the Master Plan dated and Received June 5, 1998:

Plan Sheet A2.0

The following note is added in reference to the Lake Washington shoreline:

“Provide near shore debris abatement and habitat restoration plan and report.”

The loop trail on the west end of the Sammamish River shoreline is not approved.

Remove Grassy area inside the loop trail just north of the goose nesting easement.

Plan Sheet A2.1

The following General Notes are deleted:

- Fire Protection will be provided by standpipe connections at building exteriors.
- Water distribution for fire protection shall be by building standpipe system. Refer to civil drawings for proposed routing and standpipe locations.
- All buildings shall be provided with fire protection capability via standpipe and sprinkler system.

The following note is added in reference to the Lake Washington shoreline:

“Provide near shore debris abatement and vegetation restoration plan.”

The following note is added in reference to the inner harbor shoreline:

“Provide near shore restoration plan.”

The following note is added in reference to the floating docks:

“Provide grated floating docks and ramps.”

The following note is added in reference to the Lake Washington shoreline buffer and the Sammamish River shoreline buffer:

“Provide buffer credit/debit plan for wetland and stream.”

The following note is added in reference to the Sammamish River shoreline buffer:

“Provide vegetation management plan.”

The following note is added in reference to the grassy area within the loop trail north of the goose nesting easement:

“Remove.”

The following note is added showing a connection of the shoreline trail back to the pedestrian promenade/fire lane:

“Add trail.”

The following note is added in reference to the Sammamish River shoreline buffer:

“Provide buffer restoration and enhancement plan including fencing and irrigation.”

The following note is added in reference to the Lake Washington shoreline:

“Provide navigational exclusion (buoys)

The following note is added in reference to the trail on the west side of the Sammamish River shoreline:

“Trail not approved.”

Plan Sheet A2.2

Delete the residential density information for the Waterfront Extension Subdistrict. Adjust numbers.

Correct the residential density for the Regional Business zone from 48 DU/acre to 36 DU/acre. Adjust numbers.

Rewrite the following note: “Where any parcel parking requirement is not met within that parcel, the deficit will be satisfied by either the previous or subsequent parcel parking surplus” to read as follows: “Where any parcel parking requirement is not met within that parcel, the deficit will be satisfied by the previous parcel parking surplus.”

Plan Sheet A2.3

Add pedestrian facilities as follows:

1. Pedestrian facilities along both sides of NE Lakepointe Boulevard, including completely around all the traffic circles.
2. Pedestrian and bicycle facilities along both sides of Lakepointe Way NE, unless a variance is obtained.
3. Pedestrian facilities along both sides of NE 175th Street, from Lakepointe Way NE to 68th AVE NE.
4. Pedestrian and bicycle facilities along the east side of 68th AVE NE fronting the site.
5. A raised pedestrian walkway from the at-grade crossing of SR 522, or the pedestrian bridge crossing SR 522, to the transit stops on both the north and south side of SR 522.

6. Trail not approved.

Plan Sheet A2.8

The "10' max roof element" is not approved.

Plan Sheet A3.1

Building heights shall not exceed thirty-five feet within two hundred feet of the Sammamish River without additional environmental review and an amendment to the Shoreline Permit.

Plan Sheet A3.2

Building heights shall not exceed thirty-five feet within two hundred feet of the Sammamish River without additional environmental review and an amendment to the Shoreline Permit.

Plan Sheet A3.4

A note is added in reference to Sections J-J and K-K to read as follows:

"Fire lanes must be a minimum 20-foot clear width."

Plan Sheet A3.5

The "10' max roof element" is not approved.

Plan Sheet A3.6

The "10' max roof element" is not approved.

Plan Sheet L1.0

Not approved.

Plan Sheet L1.0 Alt.

The 4,500 SF lawn area within the loop trail north of the goose nesting easement is deleted.

Plan Sheet L1.1

Not approved.

Plan Sheet L1.2

The following is deleted from the recreation plan description in the upper left corner:

"(only 50% of biofiltration swales count toward total)"

The 4,500 SF lawn area within the loop trail north of the goose nesting easement is deleted.

A trail connection is added back to the public access trail/ fire lane near the west view platform.

Plan Sheet M1.0

The following note is added in reference to the two new pile supported wharf structures and ramps accessing them and the ramp leading to the new floating dock:

"Edge of promenade, wharf access ramping, access bridge to wharf structure and wharf structure must provide protective guard railings in compliance with Section 509, UBC.

The (barrier free) accessible route of travel, via the access ramping, access bridge and wharf structure, shall comply with Sections 1106.4, 1106.5, 1106.6, 1106.7, 1106.8, WAC

51-30. **NOTE: The above site (structural) features (i.e. ramp, bridge, wharf structure) which are located outside the building envelopes, must be reviewed under a separate building permit.”

The following note is added in reference to the floating and fixed docks and the note reading “Public access and controlled guest moorage dock, fixed dock, Elev 2.7.”:

“Both the floating moorage dock and fixed dock structure must be reviewed under a separate building permit. Both are outside of building envelopes.”

The following note is added in reference to the ramps accessing the fixed dock:

“Provide ADA compatible grating or glass prisms to achieve 50% light passage or mitigation.”

The following note is added in reference to the inner harbor shoreline:

“Provide near-shore substrate & restoration plan.”

Plan Sheet M1.1

The following note is added in reference to Section A (South Shore) 6” quarry spalls:

“Remove quarry spalls. Place substrate materials.”

The following note is added in reference to Section A (South Shore) 10’ wide mooring dock:

“Provide 50% light passage grating or glass prism detail.”

The following note is added to Section B (Existing Bulkhead):

“Provide 10 - 15 feet of separation, as determined through the HPA.”

The following note is added to Section B (Existing Bulkhead) 8’ wide moorage float:

“Provide detail for grated or glass prism 50% light passage.”

The following note is added to Section C Public Outlook:

“Provide detail for grating/prisms.”

The following note under the Marina Features - Moorage is deleted:

“Permanent (one month or longer)”

The following note is added to the Marina Features - Moorage:

“Moorage leases shall be for permanent residents, moorage for guests of permanent residents and moorage for hotel guests.”

The following note is added to the Marina Features - Structures:

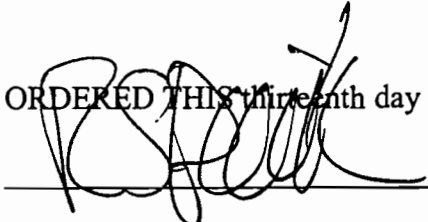
“Grated or glass prism 50% light passage.”

The following note is added to the Marina Features - Safety/Environmental Features:

“Spill response plan and booms.”

The following amendment is made to the Marina Features - Safety/Environmental Features:
Delete "exists on adjacent property" and replace with "shall be provided."
The following is deleted from the Marina Features - Safety/Environmental Features:
"Shower facilities within buildings."

ORDERED THIS thirteenth day of August, 1998.



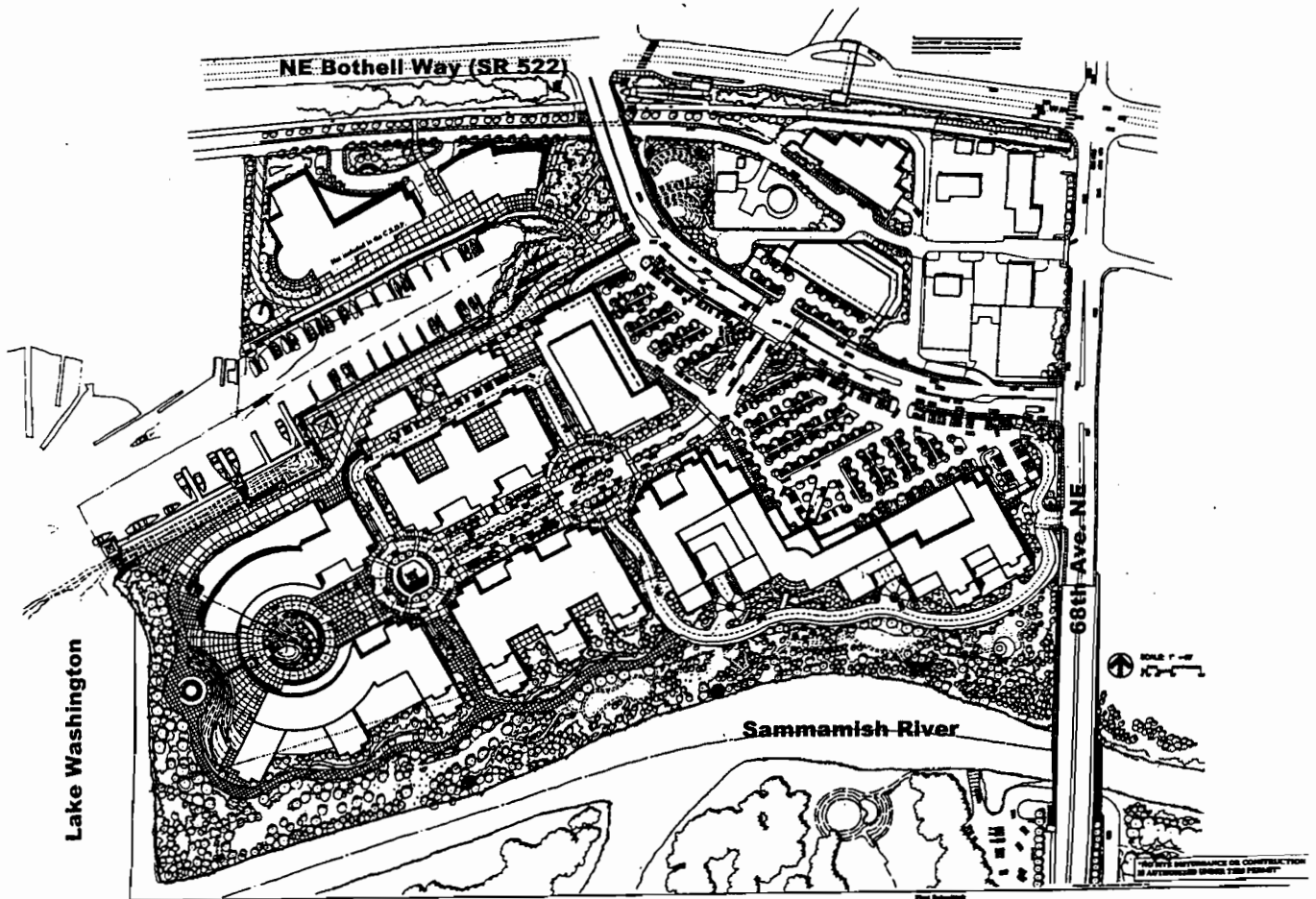
Robert S. Derrick
Director

TRANSMITTED to the following Persons of Interest/Parties:
See Attachment B.

ATTACHMENTS:

- Attachment A - Proposed Site Plan
- Attachment B - Persons of Interest/Parties
- Attachment C - Lakepointe Mixed Use Development Phasing Plan
- Attachment D - Transportation Mitigation Agreement

ATTACHMENT A
PROPOSED SITE PLAN



LAKEPOINTE DEVELOPMENT
PIONEER TOWING COMPANY

Office: 206.465.1100
Fax: 206.465.1101
1000 1st Ave. NE
Seattle, WA 98102

Callison ARCHITECTURE

Site Planning
Landscape Architecture
Urban Planning
Interior Design
Construction Management

Masterplan Permit
Masterplan
Illustrative

ATTACHMENT B

PERSONS OF INTEREST AND PARTIES

Federal Agencies

Army Corps of Engineers
Department of Housing and Urban Development
Environmental Protection Agency
Federal Aviation Administration
Fish and Wildlife Service

Washington State Agencies

Department of Ecology
Department of Fish and Wildlife
Department of Natural Resources
Parks & Recreation Commission
Department of Transportation
Department of Community, Trade and Economic Development
Utilities and Transportation Commission

King County Government

Department of Natural Resources - Solid Waste Division
Department of Natural Resources - Wastewater Treatment Division
Department of Natural Resources - Water and Land Resources Division
Department of Parks and Recreation
Department of Public Safety - Marine Unit
Department of Public Safety - Sheriff
Department of Transportation - Road Services Division
Department of Transportation - Transportation Planning Division
Fire Marshall
Metropolitan King County Council
Office of Cultural Resources - Landmarks and Heritage Program
Office of Cultural Resources - Public Art Program
Strategic Planning Functions - Economic Development
Strategic Planning Functions - Growth Management

Regional/Local Agencies

Bothell Water & Sewer Department
Fire Protection District No. 4 (Shoreline)
Fire Protection District No. 5 (Lake Forest Park)

Fire Protection District No. 16 (Bothell)
Fire Protection District No. 36 (Woodinville)
Fire Protection District No. 41 (Kirkland)
Lake Forest Park Water Department
Northshore School District No. 417
Northshore Utility District
Puget Sound Air Pollution Control Agency
Puget Sound Regional Council
Puget Sound Energy
Redmond Sewer District
Regional Transit Authority
Seattle-King County Department of Public Health
Shoreline School District No. 412
Shoreline Wastewater Management District
Shoreline Water & Sewer District
Water District No. 83

Cities

Bellevue
Bothell
Kenmore
Kirkland
Lake Forest Park
Redmond
Seattle
Shoreline
Woodinville

Tribes

Duwamish Indian Tribe
Lummi Nation
Muckleshoot Indian Tribe
Puyallup Tribe
Snoqualmie Tribe
Suquamish Tribe
Swinomish Tribal Community
Tualip Tribe
Upper Skagit Indian Tribe

Libraries

Bellevue Library
Bothell Library
Kenmore Library
King County Library System
Kingsgate Library
Kirkland Library
Lake Forest Park Library
Muckleshoot Library
Redmond Library
Richmond Beach Library
Seattle Public Library
Shoreline Library
Woodinville Library

Newspapers

Daily Journal of Commerce
Eastside Week
Issaquah Press
Journal-American
Morning News Tribune
Northshore Citizen
Seattle Post-Intelligencer
Seattle Times
Snoqualmie Valley Reporter
Valley Daily News
Woodinville Weekly

Community Groups

Cascade Bicycle Club
Friends of Northshore
Kenmore Incorporation Committee
Lakepointe Citizen's Advisory Task Force
Seattle Audubon Society
Washington State Environmental Council
Woodinville Chamber of Commerce

Individuals

The Notice of Decision was sent to approximately 1,700 individuals on the Lakepointe Persons of Interest and Parties list. A copy of this list is available at the King County Department of Development and Environmental Services.

ATTACHMENT C

LAKEPOINTE MIXED-USE DEVELOPMENT PHASING PLAN

This document constitutes the Phasing Plan for the Lakepointe project.

1. **Phasing Requirements.** This Phasing Plan is provided in compliance with the Northshore Community Plan P-Suffix Conditions and the King County Code.

a. **P-Suffix Conditions.** The P-Suffix conditions contain phasing requirements for the development of the Lakepointe site. The P-Suffix condition regarding phasing requires, in summary, that the Lakepointe project site be divided into four subdistricts: the Neighborhood Commercial, Waterfront, Residential and Waterfront Extension subdistricts. The condition identifies detailed mitigation phasing requirements for the project as a whole, which must be completed in the initial phase of development, and for each of the subdistricts. No additional mitigation measures beyond those required for the project as a whole are required for the Neighborhood Commercial subdistrict but the condition identifies additional mitigation for each of the other subdistricts. Finally, the condition provides that “there are no restrictions on when or where development may occur within the Pre-Mix site, so long as it is in accordance with the approved master plan.”

b. **King County Code.** The King County Code provides that the term of a Commercial Site Development Permit (“CSDP”) with a phasing plan is governed by the phasing plan. Specifically, King County Code 21A.41.100 provides that: “A commercial site development permit approved with a phasing plan shall be null and void if the applicant fails to meet the conditions and time schedules specified in the approved phasing plan.” On the other hand, the CSDP will continue to be in force, and construction permits will be issued consistent with it, if the applicant adheres to the Phasing Plan.

2. **Description of Phases.** The following is a description of the development to be conducted in each Phase. Refer to Sheet A2.6 (Envelope Criteria Proposed) of the Sixth Submittal of the CSDP, dated and received May 22, 1998 and incorporated by reference herein, for the locations of the Building Envelopes.

a. **Phase 1.** Phase 1 will include site grading and utility infrastructure work in preparation for and including the construction of the elevated bypass roadway, the modification of grades and transition along 175th Street and the on-grade extension of the 175th feeder and service road onto the site. The by-pass roadway construction will also include the completion of intersections at SR-522 and at 68th Avenue. Subsequent to the construction of the roadways and other infrastructure, Phase 1 will also include the development of Building Envelopes A and B.

Building Envelope A will include approximately 44,082 square feet of food store, approximately 20,000 square feet of drug store and approximately 23,587 square feet of miscellaneous retail space. The residential component of this Building Envelope will house 200 independent senior

housing apartments, 200 assisted living senior housing apartments and 240 standard market adult apartments. Building Envelope A will have one surface parking deck and one parking level on grade to accommodate 1,202 cars.

Building Envelope B will include approximately 50,075 square feet of cinema space, approximately 49,258 square feet of miscellaneous retail and food court space, and approximately 60,000 square feet of office space. This Building Envelope will have one surface parking deck and two lower level parking floors to accommodate 743 cars.

Additional required parking will be provided during this phase for Building Envelopes A and B in an approximately 187,690 square foot surface lot in Building Envelope C-2.

The balance of Phase 1 will include: approximately 79,100 square feet of plinth area surrounding Building Envelope A; approximately 79,790 square feet of Lakepointe Boulevard extending to the first traffic circle; approximately 31,180 square feet of fire lane constructed on the plinth area of Building Envelope A; approximately 127,500 square feet of boardwalk along the marina edge; approximately 17,450 square feet of gallery walk along the frontage of Building Envelopes A and B; approximately 117,780 square feet of shoreline park adjacent to Building Envelope A; and approximately 24,310 square feet of surface water quality detention pond area to collect the surface water runoff from the elevated by-pass roadway, the 175th access road at grade, the elevated boulevard and surface parking decking adjacent to Building Envelopes A and B.

Phase 1 shall also include the Phase 1 transportation mitigation identified in the approved Transportation Mitigation Agreement.

b. **Phase 2.** Phase 2 will include the construction of Building Envelopes C-1, C-2 and C-3. Building Envelope C-1 will include approximately 53,466 square feet of specialty retail and professional office space. Building Envelope C-3 will have approximately 3,000 square feet of restaurant space. Building Envelope C-2 will include approximately 37,889 square feet of specialty retail, 100 condominium units and 140 apartment units. All parking for this Building Envelope will be within the building's garage and include one grade level and two lower levels of garage to accommodate 874 cars. Parking requirements for Building Envelopes C-1 and C-3 will also be accommodated in the parking garage provided in Building Envelope C-2. Additional required parking shall be provided during this phase in a surface lot in Building Envelope E-2.

Phase 2 shall also include the Phase 2 transportation mitigation identified in the approved Transportation Mitigation Agreement.

c. **Phase 3.** Phase 3 will include the construction of Building Envelopes D and F as well as the extension of approximately 99,590 square feet of the elevated boulevard and utilities, the extension of approximately 96,090 square feet of the boardwalk, amphitheater park and open space, the extension of approximately 96,690 square feet of the shoreline park and approximately 17,480 square feet of the fire lane to the southwest edge where it meets Lake Washington.

Phase 3 will include a 161,781 square foot boutique hotel of approximately 150 rooms and an approximately 35,589 square foot health club in Building Envelope D. Phase 3 will also include 26 boat slips along the south side of the inner harbor in Building Envelope F. The hotel and health club will require 554 parking stalls. The marina will require 26 stalls. Parking is provided by two levels of garage to accommodate 554 stalls for the hotel and health club and 26 stalls for the boat slips.

Phase 3 shall also include the Phase 3 transportation mitigation identified in the approved Transportation Mitigation Agreement.

d. **Phase 4.** Phase 4 will include 100 condominium units constructed in Building Envelope E-1. The condominiums in Building Envelope E-1 will require approximately 200 parking stalls. Parking is provided on two levels of garage to accommodate the 200 required stalls.

Phase 4 shall also include the Phase 4 transportation mitigation identified in the approved Transportation Mitigation Agreement.

e. **Phase 5.** Phase 5 will include the construction of Building Envelope E-2, the approximately 117,780 square foot completion of the shoreline park and approximately 31,180 square feet of the fire lane facilitating the connection of the shoreline park and fire lane completed in Phase 1 with the same completed in Phase 3. Building Envelope E-2 will include 220 condominiums and a two-level parking garage to accommodate 432 cars.

Phase 5 shall also include the Phase 5 transportation mitigation identified in the approved Transportation Mitigation Agreement.

f. **Phase 6.** Phase 6 will include the construction of Building Envelopes G-1 and G-2 and the balance of approximately 51,900 square feet of open space. Building Envelope G-1 will include approximately 105,488 square feet of professional office. Building Envelope G-2 will include the construction of a parking garage to provide the 433 required stalls.

Phase 6 shall also include the Phase 6 transportation mitigation identified in the approved Transportation Mitigation Agreement.

3. **Sequence and Timing of Development.** This Phasing Plan is intended to provide the applicant with sufficient flexibility to respond to changing market conditions and unanticipated construction delays inherent in the development, and construction of a large phased development, while, at the same time, providing a fixed term Phasing Plan that is sufficiently definite to allow for monitoring and implementation.

a. **Sequence of Development.** The applicant shall develop the Phases sequentially, beginning with Phase I and ending with Phase 6. Construction of the Phases may occur concurrently provided that the infrastructure needed to support each individual building is

complete prior to issuance of a Certificate of Occupancy for the building and provided that the concurrent construction does not result in isolated, noncontiguous infrastructure.

Infrastructure included in and needed to support each Phase of development, including, but not limited to, fire access roads, barrier free access facilities, pedestrian and bicycle connections, parking and storm water facilities, must be completed before a Certificate of Occupancy for a building in that Phase is issued.

b. Timing of Development.

(1) **Commencement of Construction.** Construction on any phase of the project shall not commence until the applicant obtains all final permits and approvals required by Federal, State and local law for the construction in that phase of the project.

(2) **Project Buildout.** The buildout of the project will occur over a period not exceeding 15 years from the date of approval of the Master Plan.

(3) **Monitoring of Compliance.** For purposes of monitoring of compliance with the Phasing Plan by King County, the following phasing schedule shall apply:

- The applicant shall submit a building permit application for some portion of Phase 1 within one year of the date of approval of the Master Plan.
- No Certificate of Occupancy for a building in a Phase may be issued until all the infrastructure, including, but not limited to, fire access roads, barrier free access facilities, pedestrian and bicycle connections, parking and storm water facilities, required for the building is complete.

(4) **Tolling.** The time period listed in subsection (3) above shall be tolled during the pendency of an administrative or judicial appeal of the Commercial Site Development Permit or Shoreline Substantial Development Permit, during the pendency of litigation related to the project or to the property comprising the project site, and in the event of a force majeure. Force majeure means extraordinary natural elements or conditions, war, riots, King County labor disputes or other causes beyond the reasonable control of the applicant.

4. **Amendment of Phasing Plan.** If the CSDP is modified pursuant to King County Code 21A.41.110 (Modifications to an approved permit), then the Phasing Plan shall automatically be modified to be consistent with the CSDP without further action by the applicant or King County. In addition, Sections 3.b.(2) and 3.b.(3) of this Phasing Plan may be modified to permit additional time for project buildout and for submission of the first building permit application for Phase 1 if the applicant is proceeding diligently and if the modification is acceptable to King County. Any request to extend the project buildout must be submitted by the applicant to King County in writing no less than one year prior to expiration of the otherwise applicable timelines. The total of all such extensions shall not exceed two years. Any request to extend the time for submittal of the first building permit application must be submitted by the applicant to King County in writing no less than thirty days prior to expiration of the otherwise applicable deadline. The total of all such extensions shall not exceed six months.

5. **Prior Plans.** This Phasing Plan supersedes all inconsistent provisions of any other phasing plan or phasing information submitted in connection with the Lakepointe project, including but not limited to, the Plan Sets for the CSDP.
6. **General.** References to King County in this Phasing Plan, shall mean the jurisdiction with permitting authority.

ATTACHMENT D

TRANSPORTATION MITIGATION AGREEMENT LAKEPOINTE

THIS TRANSPORTATION MITIGATION AGREEMENT (the Agreement) is entered into effective the sixth day of August, 1998, by KING COUNTY, a Washington home rule charter county (referred to hereafter as the County), PIONEER TOWING COMPANY, INC., a Washington Corporation, and LAKEPOINTE, INC., a Washington corporation, (collectively referred to hereafter as Lakepointe) to provide for a comprehensive transportation mitigation program for the Lakepointe project on the terms set forth herein.

RECITALS

A. Lakepointe is the owner of the real property described in Exhibit A attached hereto (Lakepointe Project Site).

B. Lakepointe has applied to the County for approval to develop a mixed-use residential, commercial, and entertainment urban village development. (Project or Lakepointe Project) on the Lakepointe Project Site, as described and depicted in the documents and plans on file with the County in file numbers A95P0105 and B96CS005.

C. The County has prepared and issued a draft and final supplemental Environmental Impact Statement (EIS) for the Project. The EIS identifies several transportation-related mitigating measures intended to address the impacts of the Project.

D. The County finds that with the transportation mitigation described herein, the Lakepointe Project meets the transportation objectives of the King County Comprehensive Plan and the Northshore Community Plan.

E. The P-suffix conditions adopted in the Northshore Community Plan for the Lakepointe Project require the completion of this Transportation Mitigation Agreement in order to set forth the final transportation mitigation plans for the Project.

F. The County has adopted a Capital Improvement Program (CIP) and Transportation Needs Report which identify transportation facility improvements needed throughout the County.

G. Based upon the transportation analysis prepared as part of the County's environmental review of the Lakepointe Project, the County has determined that the Lakepointe Project will generate traffic which contributes to the need to construct and provide improvements to area transportation facilities.

H. The Lakepointe Project Site is currently located in unincorporated King County but, on or about August 31, 1998, it will be within the corporate limits of the newly incorporated City of Kenmore (Kenmore).

I. Lakepointe desires to mitigate the traffic impacts generated by the Lakepointe Project by undertaking the obligations set forth herein. The obligations may be satisfied by, among other things: (1) Lakepointe participation in the formation of a Road Improvement District (RID) under Chapter 36.88 RCW or Local Improvement District (LID) under Chapter 35.43 RCW for construction of certain transportation improvements, (2) Lakepointe solely providing for the construction of certain improvements, and (3) Lakepointe providing fair-share mitigation payments for the cost of other such improvements.

J. Lakepointe has petitioned the County to form an RID to construct Lakepointe Way NE and NE Lakepointe Boulevard.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby covenant and agree as follows:

AGREEMENT

1. **Purpose.** This Agreement sets forth the transportation improvements and mitigation requirements for the Lakepointe Project. The provisions of this Agreement implement the Northshore Community Plan, the P-suffix conditions for the Lakepointe Property, the County's Integrated Transportation Program, the State Environmental Policy Act (SEPA), and related authority for transportation mitigation. The mitigation described in this Agreement is consistent with mitigation set forth in the EIS.

2. **Phasing.** The Transportation Improvements set forth in Section 3 of this Agreement shall be constructed in accordance with the Phasing Plan approved for the Lakepointe Project. References made to Phases in this agreement shall mean the Phases set forth in the approved Lakepointe Phasing Plan.

3. **Transportation Improvements.** The following transportation projects are necessary to mitigate the transportation impacts of the Lakepointe Project (not including Parcel H of the Project Site, as described in the EIS). The environmental review for the Lakepointe Project assumes a Project aggregate of approximately 13,600 vehicle trips per day (VTD). If Kenmore determines that a given application for development of a portion of the Lakepointe Project would lead to more than 13,600 VTD for the Lakepointe Project, then Lakepointe shall be required to undergo further environmental review and possible additional mitigation requirements. These

improvements include transportation improvements for which Lakepointe shall have the primary responsibility for funding and construction and other transportation improvements that may be constructed in the future by the County or others, subject to fair-share participation by the Lakepointe Project. For those improvements to be constructed by Lakepointe, Lakepointe will have the responsibility for design and construction in accordance with County road standards unless an RID or LID is formed pursuant to Section 4 of this Agreement.

3.1 Lakepointe Way NE. Lakepointe Way NE will be designed and constructed as a five-lane principal arterial with turn channels and pockets. Lakepointe Way NE may be a structure, elevated over approximately 75% of its length, connecting SR 522 at approximately 65th Avenue NE to 68th Avenue NE. As part of construction of Lakepointe Way NE, a two-lane, multi-dwelling access street shall be built at surface level below the structure to provide for local access. The specific required design standards include:

3.1.1 A landscaped median shall be provided.

3.1.2 Bicycle facilities and sidewalks shall be provided, unless a variance is obtained.

3.1.3 Street trees shall be provided along Lakepointe Way NE at an interval of every 35 feet on center, as shown on Plan Sheet L1.3, and in accordance with the King County Road Standards Drawing 5-009.

(a) Phasing. The conditions listed in Section 3.1 shall be satisfied prior to issuance of the first certificate of occupancy in Phase 1 of the Project.

(b) Funding. Lakepointe is responsible for funding all of the costs of this improvement, subject to possible funding modification under Section 4 below. Lakepointe is also responsible for the funding of acquisition and dedication of adequate right-of-way, easements, and other property necessary, if any, for the construction, operation, and maintenance of this improvement.

(c) Construction Obligations. Lakepointe is responsible for construction of this improvement, subject to possible modification under Section 4 below

(d) Ownership of Improvements. Upon completion of construction of this improvement, Lakepointe will own the improvement, except as provided herein. If the construction of the improvement is financed by a RID, Lakepointe will dedicate the improvement to Kenmore.

3.2 Lakepointe Way NE at SR 522. The specific required design standards include:

3.2.1 The intersection shall be reconfigured and signalization provided.

3.2.2 Dual, north-to-west, left-turn lanes and a single, north-to-east, right-turn lane shall be provided.

3.2.3 A separate right-turn lane on eastbound SR 522 south of the transit-only lane shall be constructed.

3.2.4 Crosswalks on the south and east approaches to the intersection shall be provided, if required by Kenmore.

3.2.5 Pedestrian-actuated phasing, as determined by King County or the City of Kenmore and the Washington State Department of Transportation (WSDOT) shall be provided.

3.2.6 Restrict turning movements at NE 65th Avenue on the north side of SR 522 to right-in, right-out only.

(a) **Phasing.** The conditions listed in Section 3.2 shall be satisfied prior to issuance of the first certificate of occupancy in Phase 1 of the Project.

(b) **Funding.** Lakepointe is responsible for funding all of the costs of this improvement, subject to possible funding modification under Section 4 below. Lakepointe is also responsible for the funding of acquisition and dedication of adequate right-of-way, easements, and other property necessary, if any, for the construction, operation, and maintenance of this improvement.

(c) **Construction Obligations.** Lakepointe is responsible for construction of this improvement, subject to possible modification under Section 4 below.

(d) **Ownership of Improvements.** Upon completion of construction of this improvement, Lakepointe will dedicate the improvement to Kenmore or WSDOT, as appropriate.

3.3 **Lakepointe Way NE at 68th Avenue NE.** The specific required design standards include:

3.3.1 The intersection shall be improved and signalization provided.

3.3.2 Northbound, a left-turn lane, a left-through lane, and a through lane shall be constructed on 68th Avenue NE.

3.3.3 68th Avenue NE shall be widened within the existing right-of-way from the north end of the Kenmore Bridge to Lakepointe Way NE.

3.3.4 Single left-turn and double right-turn lanes shall be constructed on the eastbound approach.

3.3.5 Pedestrian-actuated phasing, as determined by King County or the City of Kenmore and WSDOT, shall be provided.

(a) **Phasing.** The conditions listed in Section 3.3 shall be satisfied prior to issuance of the first certificate of occupancy in Phase 1 of the Project.

(b) **Funding.** Lakepointe is responsible for funding all of the costs of this improvement, subject to possible funding modification under Section 4 below. Lakepointe is also responsible for the funding of acquisition and dedication of adequate right-of-way, easements, and other property necessary, if any, for the construction, operation, and maintenance of this improvement.

(c) **Construction Obligations.** Lakepointe is responsible for construction of this improvement, subject to possible modification under Section 4 below.

(d) **Ownership of Improvements.** Upon completion of construction of this improvement, Lakepointe will dedicate the improvement to Kenmore.

3.4 61st Avenue NE at SR 522. The specific required design standards include:

3.4.1 An exclusive south-bound to east-bound, left-turn lane shall be constructed on the north leg of 61st Avenue NE with SR 522 intersection.

3.4.2 A south-bound to west-bound, right-turn phase overlap shall be implemented.

3.4.3 Signal modifications may be required, as determined by WSDOT.

(a) **Phasing.** The conditions listed in Section 3.4 shall be satisfied prior to issuance of the first certificate of occupancy in Phase 1 of the Project.

(b) **Funding.** Lakepointe is responsible for funding all of the costs of this improvement. Lakepointe is also responsible for the funding of acquisition and dedication of adequate right-of-way, easements and other property necessary, if any, for the construction, operation, and maintenance of this improvement.

(c) **Construction Obligations.** Lakepointe is responsible for construction of this improvement.

(d) **Ownership of Improvements.** Upon completion of construction of this improvement, Lakepointe will dedicate the improvement to Kenmore or WSDOT, as appropriate.

3.5 68th Avenue NE and NE 170th Street. The specific required design standards include:

3.5.1 A single phase overlap for south-bound to east-bound, left-turn lane and the west-bound to north-bound, right-turn lane shall be provided at the intersection of 68th Avenue NE and NE 170th Street.

(a) **Phasing.** The conditions listed in Section 3.5 shall be satisfied prior to issuance of the first certificate of occupancy in Phase 1 of the Project.

(b) **Funding.** Lakepointe is responsible for funding all of the costs of this improvement. Lakepointe is also responsible for the funding of acquisition and dedication of adequate right-of-way, easements, and other property necessary, if any, for the construction, operation, and maintenance of this improvement.

(c) **Construction Obligations.** Lakepointe is responsible for construction of this improvement.

(d) **Ownership of Improvements.** Upon completion of construction of this improvement, Lakepointe will dedicate the improvement to Kenmore.

3.6 68th Avenue NE at SR 522. The specific required design standards include:

3.6.1 The southbound approach at the north leg of the intersection of 68th Avenue NE with SR 522 shall be restriped to provide separate left-turn and right-turn lanes. It is assumed by the parties that this work may be accomplished within existing right-of-way.

(a) **Phasing.** The condition listed in Section 3.6 shall be satisfied prior to issuance of the first certificate of occupancy in Phase 1 of the Project.

(b) **Funding.** Lakepointe is responsible for funding all of the costs of this improvement, subject to possible funding modification under Section 4 below. Lakepointe is also responsible for the funding of acquisition and dedication of adequate right-of-way, easements, and other property necessary, if any, for the construction, operation, and maintenance of this improvement.

(c) **Construction Obligations.** Lakepointe is responsible for construction of this improvement.

(d) **Ownership of Improvements.** Upon completion of construction of this improvement, Lakepointe will dedicate the improvement to Kenmore or WSDOT, as appropriate.

3.7 SR 522 and 68th Avenue NE frontage. The specific required design standards include:

3.7.1 Frontage improvements on the Lakepointe Project Site shall be provided along 68th Avenue NE, including sidewalks.

3.7.2 Raised pedestrian walkways shall be provided from the at-grade crossing of SR 522, or the pedestrian bridge crossing of SR 522, to the transit stops on the north side of SR 522.

(a) **Phasing.** The conditions listed in Section 3.7 shall be satisfied prior to issuance of the first certificate of occupancy in Phase 1 of the Project.

(b) **Funding.** Lakepointe is responsible for funding all of the costs of this improvement. Lakepointe is also responsible for the funding of acquisition and dedication of adequate right-of-way, easements, and other property necessary, if any, for the construction, operation and maintenance of this improvement.

(c) **Construction Obligations.** Lakepointe is responsible for construction of this improvement.

(d) **Ownership of Improvements.** Upon completion of construction of this improvement, Lakepointe will dedicate the improvement to Kenmore or WSDOT, as appropriate.

3.8 NE 175th Street. NE 175th Street will be designed as a collector arterial between Lakepointe Way NE and the east property line, with sidewalks on both sides of the street. The specific required design standards include:

3.8.1 NE 175th Street shall be lowered to provide acceptable clearance beneath Lakepointe Way NE.

3.8.2 Pedestrian facilities shall be provided along both sides of NE 175th Street from the east property line to 68th Avenue NE, unless a variance is obtained.

(a) **Phasing.** The conditions listed in Section 3.8 shall be satisfied prior to issuance of the first certificate of occupancy in Phase 1 of the Project, except condition 3.8.2 shall be satisfied prior to issuance of certificates of occupancy in Phase 6 of the Project.

(b) **Funding.** Lakepointe is responsible for funding all of the costs of this improvement. Lakepointe is also responsible for the funding of acquisition and dedication of adequate right-of-way, easements, and other property necessary, if any, for the construction, operation, and maintenance of this improvement.

(c) **Construction Obligations.** Lakepointe is responsible for construction of this improvement.

(d) **Ownership of Improvements.** Upon completion of construction of this improvement, Lakepointe will dedicate the improvement to Kenmore.

3.9 NE Lakepointe Boulevard. NE Lakepointe Boulevard will be designed and constructed as an urban principal arterial. The specific required design standards include:

3.9.1 An eight-foot landscaped median shall be provided.

3.9.2 Parallel parking shall be provided.

3.9.3 Street trees shall be provided at an interval of every 35 feet on center within a six-foot planting strip, as shown on Plan Sheet L1.3 and in accordance with the King County Road Standards Drawing 5-009.

3.9.4 Sidewalks shall be provided on both sides of NE Lakepointe Boulevard, including completely around the traffic circles.

(a) **Phasing.** NE Lakepointe Boulevard from Lakepointe Way to, and including, the first traffic circle shall be constructed prior to issuance of the first certificate of occupancy for Phase 1 of the Project. For the remainder of NE Lakepointe Boulevard, the conditions listed in Section 3.9 shall be satisfied prior to issuance of the first certificate of occupancy in Phase 3 of the Project.

(b) **Funding.** Lakepointe is responsible for funding all of the costs of this improvement, subject to possible funding modification under Section 4 below. Lakepointe is also responsible for the funding of acquisition and dedication of adequate right-of-way, easements, and other property necessary, if any, for the construction, operation, and maintenance of this improvement.

(c) **Construction Obligations.** Lakepointe is responsible for construction of this improvement, subject to possible modification under Section 4 below.

(d) **Ownership of Improvements.** Lakepointe Boulevard will be a private street unless constructed pursuant to an RID, LID, or other public finance mechanism. If this street is so constructed pursuant to a public finance mechanism, then, upon completion of construction of the improvement, Lakepointe will dedicate the improvement to Kenmore. Upon completion of payments of the public finance bonds, Lakepointe shall, if requested by Kenmore, agree to vacation of the right-of-way and to take title to all street improvements and related structures pursuant to a tri-party agreement as set forth in Section 15.13. The obligations of this paragraph shall survive termination of this Agreement.

3.10 Lakepointe Way NE at NE Lakepointe Boulevard. The specific required design standards include:

3.10.1 Dual, left-turn lanes for traffic exiting the Lakepointe site shall be constructed.

3.10.2 New access roads to replace the east leg of the NE 175th Avenue NE intersection shall be constructed.

3.10.3 The intersection shall be signalized and provided with pedestrian-actuated phasing.

(a) **Phasing.** The conditions listed in Section 3.10 shall be satisfied prior to issuance of the first certificate of occupancy in Phase 1 of the Project.

(b) **Funding.** Lakepointe is responsible for funding all of the costs of this improvement, subject to possible funding modification under Section 4 below. Lakepointe is also responsible for the funding of acquisition and dedication of adequate right-of-way, easements, and other property necessary, if any, for the construction, operation, and maintenance of this improvement.

(c) **Construction Obligations.** Lakepointe is responsible for construction of this improvement, subject to possible modification under Section 4 below.

(d) **Ownership of Improvements.** Upon completion of construction of this improvement, Lakepointe will own the improvement, except as provided herein. If the construction of the improvement is financed by an RID, LID, or other public financing mechanism, Lakepointe will dedicate the improvement to Kenmore.

3.11 NE 174th Street (Primary Pedestrian Street). NE 174th Street will be designed and constructed as a business access street, with two traffic lanes, eight-foot parallel parking lanes and ten-foot wide sidewalks on each side. The specific required design standards include:

3.11.1 Pedestrian facilities shall be provided along the side streets connecting NE 174th Street with NE Lakepointe Boulevard.

3.11.2 Driveways onto NE 174th Street and the side streets connecting NE 174th Street to NE Lakepointe Boulevard shall be limited to an average of one driveway for every 300 linear feet.

(a) **Phasing.** The conditions listed in Section 3.11 shall be satisfied prior to issuance of the first certificate of occupancy in Phase 2 of the Project.

(b) **Funding.** Lakepointe is responsible for funding all of the costs of this improvement. Lakepointe is also responsible for the funding of acquisition and dedication of adequate right-of-way, easements, and other property necessary, if any, for the construction, operation, and maintenance of this improvement.

(c) **Construction Obligations.** Lakepointe is responsible for construction of this improvement.

(d) **Ownership of Improvements.** NE 174th Street shall be a private street, unless constructed pursuant to an RID, LID, or other public finance mechanism. If this street is so constructed pursuant to a public finance mechanism, then, upon completion of construction of the improvement, Lakepointe will dedicate the improvement to Kenmore. Upon repayment of the public finance bonds, Lakepointe shall, if requested by Kenmore, agree to vacation of the right-of-way and to take title to all street improvements and related structures pursuant to a tri-party agreement, as set forth in section 15.13. The obligations of this paragraph shall survive termination of this Agreement.

3.12 Enhanced Transit Stop Improvements. Enhanced transit stops shall be constructed, subject to the approval of WSDOT, on the north and south sides of SR 522 between Lakepointe Way NE and 68th Avenue NE, including seating areas, weather protection, landscaping, and walkways. The specific required design standards include:

3.12.1 Access from the transit stops to the Burke-Gilman Trail and residential areas on the Lakepointe site shall be provided consistent with King County Code and WSDOT standards.

3.12.2 The improved transit shelter areas shall be similar to those presently existing at the Northgate Transit Center.

3.12.3 The transit stops may be in-lane or pull-out.

3.12.4 King County shall be responsible for land acquisition and approvals for the transit stops, but Lakepointe will bear all costs thereof.

(a) **Phasing.** The conditions listed in Section 3.12 shall be satisfied prior to issuance of the first certificate of occupancy in Phase 1 of the Project.

(b) **Funding.** Lakepointe is responsible for funding all of the costs of this improvement. Lakepointe is also responsible for the funding of acquisition and dedication of adequate right-of-way, easements, and other property necessary, if any, for the construction, operation, and maintenance of this improvement.

(c) **Construction Obligations.** Lakepointe is responsible for construction of this improvement, however, King County may elect to do the construction.

(d) **Ownership of Improvements.** Upon completion of construction of this improvement, Lakepointe will dedicate the improvement to the County, Kenmore, or WSDOT, as appropriate.

3.13 Commuter Parking Stalls. The applicant shall either provide a fair-share contribution to the construction of a new park-and-ride facility in the Kenmore area, or provide fifty commuter parking stalls in a location accessible to the southern enhanced transit stop, as determined by the approved Transportation Management Plan.

(a) **Phasing.** The condition listed in Section 3.13 shall be satisfied prior to issuance of the first certificate of occupancy in Phase 1 of the Project.

(b) **Funding.** If Lakepointe provides a fair share contribution to the construction of a new park-and-ride facility in the Kenmore area, Lakepointe's fair share contribution will be equal to the lesser of: (1) the actual cost of providing 50 additional surface parking stalls in a park-and-ride facility in the Kenmore area; or (2) the average cost to the County of construction of a surface parking stall at park-and-ride lots in King County, multiplied by 50. In all cases, the County shall use such funds to enhance and improve commuter parking facilities in the City of Kenmore. If Lakepointe does not provide a fair-share contribution to the construction of a new park-and-ride lot in the Kenmore area, Lakepointe will be responsible for providing 50 commuter stalls on the Lakepointe Project Site in a location accessible to the southern enhanced transit stop adjacent to SR 522 at an acceptable standard and location to King County.

(c) **Construction Obligations.** King County is responsible for construction of any park-and-ride spaces off the Lakepointe property. Lakepointe is responsible for construction of any commuter park-and-ride spaces provided on Lakepointe property.

(d) **Ownership of Improvements.** The County will own the park-and-ride facility. Lakepointe will own the commuter parking stalls on the Lakepointe Project Site. Stalls on the Lakepointe Project Site will be available for park-and-ride use during the weekday commute and work hours, and will be reserved for use by Lakepointe during other hours.

3.14 Burke-Gilman Trail. The Burke-Gilman Trail shall be constructed as a grade-separated crossing under Lakepointe Way NE with a minimum twelve-foot clearance. Grade changes along the trail shall be minimized as much as possible.

(a) **Phasing.** The condition listed in Section 3.14 shall be satisfied prior to issuance of the first certificate of occupancy in Phase 1 of the Project.

(b) **Funding.** Lakepointe is responsible for funding all of the costs of this improvement. Lakepointe is also responsible for funding the acquisition and dedication of adequate right-of-way, easements, and other property necessary, if any, for the construction, operation, and maintenance of this improvement.

(c) **Construction Obligations.** Lakepointe is responsible for construction of this improvement.

(d) **Ownership of Improvements.** Upon completion of construction of this improvement, Lakepointe will dedicate the improvement to the County.

3.15 Pedestrian Bridge Over SR 522. The applicant shall provide a fair-share contribution for the construction of a pedestrian bridge over SR 522 in the vicinity of the transit stops, subject to the approval by WSDOT. A touch-down location shall be provided on the Lakepointe site for the pedestrian bridge. An at-grade crossing of SR 522 shall be provided if funding is not secured for the construction of the pedestrian bridge in Phase 1.

(a) **Phasing.** Either the pedestrian bridge or an at-grade-crossing of SR 522 listed in Section 3.15 shall be satisfied prior to issuance of the first certificate of occupancy in Phase 1 of the Project. If the pedestrian bridge is not built in Phase 1, the applicant shall continue to work with the County, Kenmore, and WSDOT throughout the development of the Project to secure funding for the pedestrian bridge.

(b) **Funding.** Lakepointe is responsible for funding its fair share of the total cost of this improvement, including, but not limited to, the costs of design, construction, and acquisition of property off the Lakepointe Project Site. Lakepointe's fair share of the cost of this

improvement shall be 20% of the cost of this improvement, or \$500,000, whichever is greater. In addition to paying its fair share of the cost of this improvement, Lakepointe will provide a touch-down location for the improvement on the Lakepointe Project Site. Lakepointe's obligations hereunder are contingent upon the government authority with jurisdiction acquiring adequate easement, right-of-way, or other property necessary, if any, to permit construction of this improvement. The County agrees to participate with Kenmore in joint grant applications for this project.

(c) **Construction Obligations.** The governmental authority with jurisdiction is responsible for constructing this improvement, unless it authorizes the construction to be done otherwise.

(d) **Ownership of Improvements.** Upon completion of construction of this improvement, the ownership of the improvement shall be determined by the parties participating in its financing (subject to the requirements of law).

3.16 Pedestrian and Bicycle Circulation. In addition to the specific Transportation Improvements set forth in this section, the following pedestrian and bicycle provisions are required for compliance with King County Code, the Northshore P-Suffix conditions and the Commercial Site Development Permit:

3.16.1 Pedestrian and bicycle circulation, parking, and storage shall be provided in accordance with K.C.C. 21A.18.

3.16.2 Pedestrian and bicycle facilities shall be provided as shown on the Primary Site Circulation Plan Sheet A2.3.a. (Alt.) of the Sixth Submittal of the Commercial Site Development Permit dated and received May 22, 1998.

3.16.3 The following pedestrian movement and safety features shall be applied, where feasible:

- a. Pedestrian crosswalks at key intersections.
- b. Signage that clearly communicates the location of vehicular and pedestrian routes.
- c. Designated drop-off areas.
- d. Parking on interior roads.

3.16.4 The applicant shall provide a written assessment at the time of construction permit review outlining which pedestrian movement and safety features are proposed and why those that are not proposed are not feasible.

(a) **Phasing.** The conditions listed in Section 3.16 shall be satisfied throughout the Phasing in accordance with the pedestrian and bicycle circulation plan in the Commercial Site Development Permit.

(b) **Funding.** Lakepointe is responsible for funding all of the costs of this improvement.

(c) **Construction Obligations.** Lakepointe is responsible for construction of this improvement. Design criteria for this improvement are set forth in the approved project plans on file with the County.

(d) **Ownership of Improvements.** Upon completion of construction of each phase of this improvement, Lakepointe will continue to own the improvements and, at the request of Kenmore, will convey to Kenmore an easement permitting public use of this improvement during daylight hours, subject to reasonable rules and restrictions regarding the time and manner of its use.

3.17 Harborside Promenade. The harborside promenade shall be constructed as follows:

3.17.1 The harborside promenade shall be 20-foot wide, hard-surfaced pedestrian walkway, beginning at the channelized edge of the harbor.

3.17.2 The pedestrian features shall include seating, landscaping, sidewalk cafes, and pedestrian amenities.

3.17.3 The harborside promenade shall be constructed, generally, in conformance with the Sixth Submittal of the Commercial Site Development Permit dated and received May 22, 1998.

3.17.4 A public access easement (as described in subsection (d) below) shall be recorded prior to issuance of a certificate of occupancy, as provided under the Phasing Plan.

(a) **Phasing.** The conditions listed in Section 3.17, as applicable to Phase 1, Phase 2, and Phase 3, shall be satisfied prior to issuance of a certificate of occupancy for that particular phase.

(b) **Funding.** Lakepointe is responsible for funding all of the costs of this improvement.

(c) **Construction Obligations.** Lakepointe is responsible for construction of this improvement. Design criteria for this improvement are set forth in the approved project plans on file with the County.

(d) **Ownership of Improvements.** Upon completion of construction of each phase of this improvement, Lakepointe will continue to own the improvements and, at the request of Kenmore, will convey to Kenmore an easement permitting public use of this improvement during daylight hours, subject to reasonable rules and restrictions regarding the time and manner of its use.

3.18 Public Parking Area. Free public parking for approximately 30 vehicles shall be provided in building D or E-1, or binding arrangements shall be made to provide such parking at another location that is accessible to NE 174th Street.

(a) **Phasing.** The condition listed in Section 3.18 shall be satisfied prior to issuance of the first certificate of occupancy for Building D or E-1.

(b) **Funding.** Lakepointe is responsible for funding all of the costs of this improvement.

(c) **Construction Obligations.** Lakepointe is responsible for construction of this improvement. Design criteria for this improvement are set forth in the approved project plans on file with the County.

(d) **Ownership of Improvements.** Upon completion of construction of each phase of this improvement, Lakepointe will continue to own the improvements and, at the request of Kenmore, will convey to Kenmore an easement permitting public use of this improvement during daylight hours, subject to reasonable rules and restrictions regarding the time and manner of its use.

3.19 Harborside Viewpoint. The public lookout located at the west end of the marina shall be constructed. A public access easement (as described in subsection (d) below) shall be recorded prior to issuance of a certificate of occupancy for Phase 3 of the Project.

(a) **Phasing.** The condition listed in Section 3.19 shall be satisfied prior to issuance of a certificate of occupancy for Phase 3 of the Project.

(b) **Funding.** Lakepointe is responsible for funding all of the costs of this improvement.

(c) **Construction Obligations.** Lakepointe is responsible for construction of this improvement. Design criteria for this improvement are set forth in the approved project plans on file with the County.

(d) **Ownership of Improvements.** Upon completion of construction of each phase of this improvement, Lakepointe will continue to own the improvements and, at the request of Kenmore, will convey to Kenmore an easement permitting public use of this improvement during daylight hours, subject to reasonable rules and restrictions regarding the time and manner of its use.

3.20 A Lakeside Viewpoint and Public Gathering Place. The public amphitheater located along the Lake Washington shoreline shall be constructed. A public access easement (as described in subsection (d) below) shall be recorded prior to issuance of a certificate of occupancy for Phase 3 of the Project.

(a) **Phasing.** The condition listed in Section 3.20 shall be satisfied prior to issuance of a certificate of occupancy for Phase 3 of the Project.

(b) **Funding.** Lakepointe is responsible for funding all of the costs of this improvement.

(c) **Construction Obligations.** Lakepointe is responsible for construction of this improvement. Design criteria for this improvement are set forth in the approved project plans on file with the County.

(d) **Ownership of Improvements.** Upon completion of construction of each phase of this improvement, Lakepointe will continue to own the improvements and, at the request of Kenmore, will convey to Kenmore an easement permitting public use of this improvement during daylight hours, subject to reasonable rules and restrictions regarding the time and manner of its use.

4. Modifications to Obligations

4.1 Modified Funding and Construction Obligation. Lakepointe has petitioned King County to form an RID to construct Lakepointe Way NE and NE Lakepointe Boulevard. In the event the County forms the RID and proceeds with the construction of these improvements through the RID, Lakepointe will be responsible for the funding (through RID assessments) of the improvements to be constructed by the RID. In such an event, the obligation for mitigation imposed upon Lakepointe under this Agreement for Lakepointe Way NE and NE Lakepointe Boulevard is an obligation for payment of certain funds pursuant to the RID and dedication of right-of-way, easements, and other property interests on the Lakepointe Project Site necessary for the construction, operation, and maintenance of Lakepointe Way NE and NE Lakepointe Boulevard. Nothing in this Agreement requires the County to construct Lakepointe Way NE or NE Lakepointe Boulevard through an RID.

4.2 Nothing in this Agreement shall be construed to require Kenmore to participate in formation of any RID. The Kenmore City Council may, pursuant to law, elect to form an LID to finance any of these improvements.

5. **County Financial Contributions to RID.** The County has, by previous action, committed certain funds for the completion of transportation improvements in the Northshore area. Approximately \$960,000 in the CIP has been programmed for the Lakepointe Way NE project as the total county participation in the proposed RID. The County will provide additional funds only to meet RID guaranty fund requirements under Chapter 36.88 RCW and King County Resolution 13558. In the event that Lakepointe Way NE is not constructed through an RID, the County shall have no obligation to commit any funding to financing any of the improvements described in this Agreement.

6. **Off-Site Property Acquisition.**

6.1 In certain instances above, the obligation of Lakepointe to construct an improvement will require acquisition of right-of-way, easements, or other property off the Lakepointe Project Site adequate to construct, operate, and maintain the proposed improvement. If such property is owned by King County, the County will consider donation of property or other improvements by Lakepointe in exchange for the County property. For property not owned by King County, the parties contemplate that the government authority with jurisdiction will assist Lakepointe in the acquisition of necessary right-of-way, easements, or other property off the Lakepointe Project Site. For privately owned property, this assistance may include the exercise of the power of eminent domain by the government authority with jurisdiction following a good-faith attempt by Lakepointe to purchase the needed right-of-way, easement, or other property; however, the Phasing Plan shall not be changed without approval of the City of Kenmore. All cost associated with such acquisition, including without limitation, just compensation, court costs, attorneys' fees, and expert witness fees shall be borne by Lakepointe.

6.2 With respect to the improvements identified in section 3.7.2 and 3.12 above, Lakepointe shall submit to the County a preliminary design for the improvements within 180 days of the date of issuance of the commercial site development permit for the Project, and the County shall endeavor to review and approve the improvement plans within 90 days. If, for reasons beyond the control of Lakepointe, the construction of such improvements has not been completed prior to the issuance of the first certificate of occupancy for Phase 1, certificates of occupancy for Phase I may be issued if Lakepointe provides the County with adequate security (in form and substance satisfactory to the County) to cover completion of the construction of such improvements, provided that all other conditions in the Phasing Plan for the issuance of certificates of occupancy for Phase I have been satisfied. Certificates of occupancy for Phase II and later phases may not be issued until the improvements identified in Section 3.7.2 and 3.12 have been constructed and all other requirements of the Phasing Plan have been satisfied.

7. **Concurrency.** A certificate of transportation concurrency was issued for the Lakepointe Project by King County on March 26, 1996.

8. Transportation Mitigation Payments. In addition to its financial responsibility for the improvements described herein, Lakepointe will pay an amount to mitigate the traffic impacts of the Project on the other roads that will carry the traffic generated by the Project. The City of Kenmore and King County shall work together to develop an interlocal agreement for the reciprocal collection of transportation impact fees consistent with King County's Mitigation Payment System (MPS) as described in Chapters 14.65. and 14.75 of the King County Code. If such an agreement is in effect at the time of issuance of the first building permit for the Project, Lakepointe shall at that time pay MPS fees calculated consistent with the fee schedule and model in effect at that time. If such an interlocal agreement is not in effect at the time building permits are ready to be issued, Lakepointe shall pay the sum of \$200,000 to the City of Kenmore as SEPA mitigation prior to issuance of the first building permit. Said SEPA mitigation amount shall be used for transportation projects in Kenmore which are impacted in part by the Lakepointe Project. Lakepointe will pay either an MPS fee or \$200,000 SEPA mitigation to Kenmore, but not both.

9. Transportation Demand Management. The Transportation Management Plan (TMP) for the Lakepointe Project shall be as set forth in Exhibit B attached hereto. Lakepointe shall fully fund all elements required under the TMP. Lakepointe shall operate all programs and construct all physical elements of the TMP and retain ownership and liability associated with the TMP.

10. Current Mitigation. The environmental review and preliminary engineering work for the improvements has been included as part of the draft and final supplemental environmental impact statement (Lakepointe SEIS) for the Lakepointe Project. The Lakepointe SEIS also included the transportation impact analysis for development of the Lakepointe Project. This Agreement is based upon previous transportation studies conducted for the Lakepointe Project, and has been updated to reflect modifications in the master plan proposal for the Lakepointe Project. Possible additional mitigation may be required (1) if the Project generates more than 13,600 VTD, (2) in the event of an appeal to the King County Hearing Examiner under Title 20 of the King County Code, or (3) in connection with the issuance of future permits for the project, if modifications to the project are likely to result in new significant adverse environmental impacts not previously reviewed under SEPA.

11. Term. The term of this Agreement shall be 15 years from the date of execution hereof.

12. Recording. Lakepointe agrees to pay all costs of recording this Agreement with the King County Department of Records and Elections. This agreement shall run with the land described on Exhibit A, and be binding upon Lakepointe and their successors in interest and assigns with respect to the real property so described.

13. Assignment. All rights and obligations of Lakepointe under this Agreement are fully assignable to any purchaser of the Lakepointe Project Site or any portion thereof without prior approval by the County. The obligations contained in this Agreement shall transfer to and be binding upon subsequent owners of the Lakepointe Project Site in any sale of the property or any portions thereof.

14. Latecomers Fees. Nothing herein shall in any way limit or impair the rights of Lakepointe to request that the County approve a latecomers' agreement to allow Lakepointe to collect latecomers' payments from the owners or developers of other properties determined by the County to derive benefit from the construction of the improvements described in Section 3 above. Nothing herein shall require the County to enter into such an agreement.

15. Miscellaneous.

15.1 Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Washington.

15.2 Interpretation: Severability. The parties intend this Agreement to be interpreted to the full extent authorized by law as an exercise of the County's authority to enter into such agreements, and this Agreement shall be construed to reserve to the County that police power authority which is prohibited by law from being subject to a mutual agreement with consideration. If any provision of this Agreement is determined by a court of law to be unenforceable or invalid, the parties shall confer to seek agreement to amend this Agreement to implement the mutual intent of the parties to the maximum allowed by law. If the parties are unable to reach agreement on any material provision deemed unenforceable or invalid, any dispute between the parties shall be decided by the court. The court shall place the parties in as near a similar position as they had before the provision was deemed unenforceable or invalid.

15.3 Authority. The County and Lakepointe each represent and warrant it has the respective power and authority, and is duly authorized, to execute, deliver, and perform its obligations under this Agreement.

15.4 Integration. This Agreement represents the entire agreement of the parties with respect to the subject matter hereof. There are no other agreements, oral or written, except as expressly set forth herein.

15.5 Amendment. This Agreement may be amended only by an instrument in writing, executed by both parties hereto. Approval of such amendment shall not require or constitute an amendment or modification to the approved master plan or commercial site development permit for the Project. The parties acknowledge that development of the Project is intended to be phased over many years and that unpredictable circumstances may make implementation of the mitigation obligations set forth herein unfeasible or unreasonably expensive. In such a case, it is the intention of the parties that the obligations set forth in this Agreement be modified to achieve mitigation of the transportation impacts of the Project by alternative means that protect the public health, safety and general welfare, and the parties agree to negotiate in good faith toward a mutually agreed-upon amendment concerning any such proposed modifications.

15.6 Default And Remedies. No party shall be in default under this Agreement unless it has failed to perform under this Agreement for a period of thirty (30) days after receipt of written notice of default from the other party. Each notice of default shall specify the nature of the alleged default and the manner in which the default may be cured satisfactorily. If the nature of the alleged default is such that it cannot be reasonably cured within the thirty (30) day period, then commencement of the cure within such time period and the diligent prosecution to completion of the cure shall be deemed a cure. Any party not in default under this Agreement shall have all rights and remedies provided by law including without limitation damages, specific performance or writs to compel performance or require action consistent with this Agreement.

15.7 No Waiver. Waiver of any breach or default shall not constitute a waiver of any prior or subsequent breach or default, and shall not constitute an amendment to this Agreement.

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

15.9 Interpretation. This Agreement has been reviewed and revised by legal counsel for all parties and no presumption or rule that ambiguity shall be construed against the party drafting the document shall apply to the interpretation or enforcement of this Agreement.

15.10 Notice. All notices and demands of any kind that a party under this Agreement requires or desires to give to any other party shall be in writing and either (i) delivered personally, (ii) sent by reputable overnight courier delivery service, such as Federal Express, or (iii) deposited in the U.S. mail, certified mail postage prepaid, return receipt requested, and addressed as follows:

If to the County: King County Department of Transportation, Attn: Director
 Exchange Building
 821 Second Avenue
 Seattle, WA 98104

with copy to: King County Office of the Prosecuting Attorney, Attn: Chief Civil Deputy
Transportation and Administration Services Section
3900 Key Tower
700 Fifth Avenue
Seattle, Washington 98104

If to Lakepointe: Lakepointe, Inc., Attn: Gary Sergeant
P.O. Box 82298
Kenmore, WA 98028-0298

with a copy to: Phillips McCullough Wilson Hill & Fikso, Attn: John C. McCullough
2025 First Avenue, Suite 1130
Seattle, WA 98121-2100

Notice by hand delivery shall be effective upon receipt. If sent by overnight courier service, notice shall be deemed delivered one (1) business day after sent. If deposited in the mail, notice shall be deemed delivered three (3) business days after deposited. Any party at any time by notice to the other party may designate a different address or person to which such notice or communication shall be given.

15.11 Cooperation. The parties shall not unreasonably withhold requests for information, approvals, or consents provided for in this Agreement. The parties agree to take further actions and execute further documents, either jointly or within their respective powers and authority, to implement the intent of this Agreement. The County shall use its eminent domain powers to facilitate implementation of this Agreement, subject to the County's independent exercise of judgment following all applicable procedures necessary to use eminent domain power.

15.12 Delays. If either party is delayed in the performance of its obligations under this Agreement due to *Force Majeure*, then performance of those obligations shall be excused for the period of delay. "Force Majeure" means extraordinary natural elements or conditions, war, riots, labor disputes or other causes beyond the reasonable control of the obligated party. However, such delays shall not change the Phasing Plan.

15.13 Tri-party Agreement. If road improvements are constructed pursuant to an RID or other public finance mechanism, the County and Lakepointe agree to negotiate a tri-party agreement with Kenmore covering the following topics relating to the Projects within the RID or other public financing mechanism: indemnification, leases of the areas under the traveled portion of the right-of-way, ownership and maintenance of the roadway and related structures, and assumption of County responsibilities under this Agreement by Kenmore. If after good faith negotiations the parties are unable to reach agreement by November 1, 1998, the County may terminate any RID or other public finance mechanism as set forth in Section 4.1 of this Agreement.

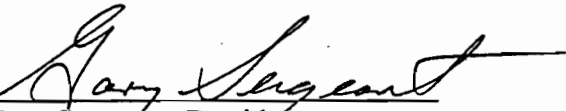
15.14 Alteration of Conditions. If any of these conditions as originally imposed, or as altered or amended by an administrative agency with jurisdiction, or any condition imposed by King County in the Shoreline Substantial Development Permit, the Master Plan or the Commercial Site Development Permit is in conflict with any other condition, then the most restrictive of the conditions, as determined by Kenmore, shall control.

DATED this sixth day of August, 1998.

LAKEPOINTE, INC.


Gary Sergeant, President

PIONEER TOWING COMPANY, INC.


Gary Sergeant, President

KING COUNTY


Ron Sims, King County Executive

Approved as to form:

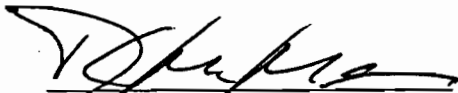

DEPUTY PROSECUTING ATTORNEY

EXHIBIT A

THAT PORTION OF GOVERNMENT LOTS 1 AND 2 IN SECTION 11, TOWNSHIP 26 NORTH, RANGE 4 EAST W.M., AND OF SECOND CLASS SHORE LANDS ADJOINING LYING SOUTHERLY OF A 40 FOOT COUNTY ROAD AS CONVEYED BY DEEDS RECORDED UNDER RECORDING NOS. 2964553 AND 3904751 WHICH ADJOINS THE SOUTHERLY LINE OF THE NORTHERN PACIFIC RAILWAY RIGHT-OF-WAY AND LYING NORTHERLY OF A LINE AS DESCRIBED IN DEED DATED OCTOBER 26, 1959, FILED DECEMBER 17, 1959, UNDER RECORDING NO. 3113469, AND LYING EASTERLY AND SOUTHERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT THE INTERSECTION OF THE SOUTHERLY LINE OF SAID 40 FOOT COUNTY ROAD WITH A LINE DRAWN PARALLEL TO AND 207.00 FEET EAST OF THE LINE BETWEEN SAID GOVERNMENT LOTS 1 AND 2 (SAID DISTANCE BEING MEASURED AT RIGHT ANGLES TO SAID LINE); THENCE SOUTH 01°35'06" WEST, ALONG SAID PARALLEL LINE, 307.69 FEET; THENCE SOUTH 39°30'29" WEST 968.83 FEET TO THE NORTHEASTERLY ANGLE POINT ON THE INNER HARBOR LINE OF LAKE WASHINGTON AS SHOWN ON SHEET NO. 2 OF PLAT OF LAKE WASHINGTON SHORE LANDS OF SEPTEMBER 19, 1921 (THE COURSES IN THE ABOVE DESCRIPTION BEING REFERRED TO THE MERIDIAN USED IN SAID SHORE LAND PLAT);

EXCEPT THE EAST 30 FEET THEREOF DEEDED TO KING COUNTY FOR 68TH AVENUE N.E.;

AND EXCEPT THAT PORTION THEREOF LYING NORTH AND EAST OF A LINE DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTHERLY LINE OF SAID 40 FOOT COUNTY ROAD WITH THE WEST LINE OF THE JUANITA HIGHWAY(68TH AVENUE NORTHEAST); THENCE SOUTH, ALONG SAID HIGHWAY LINE, 608.75 FEET TO THE SOUTHEAST CORNER OF A TRACT DESCRIBED UNDER RECORDING NO. 7902271005; THENCE WEST, AT RIGHT ANGLES TO SAID HIGHWAY, 248.41 FEET TO THE SOUTHWEST CORNER OF SAID TRACT; THENCE NORTH, PARALLEL TO SAID HIGHWAY, 192.77 FEET, MORE OR LESS, TO A POINT 400 FEET SOUTH OF SAID 40 FOOT ROAD KNOWN AS POINT "A" OF SAID TRACT; THENCE WESTERLY 58.17 FEET, MORE OR LESS, TO A POINT 305 FEET WEST OF THE WEST LINE OF SAID HIGHWAY; THENCE NORTH 192.91 FEET, MORE OR LESS, TO THE SOUTH MARGIN OF N.E. 175TH STREET AS CONVEYED TO KING COUNTY BY INSTRUMENT RECORDED UNDER RECORDING NO. 5429742; THENCE NORTHWESTERLY, ALONG SAID SOUTH MARGIN ON A CURVE TO THE RIGHT HAVING A RADIUS OF 311.48 FEET, THE RADIAL CENTER OF WHICH BEARS NORTH 05°41'49" EAST, THROUGH A CENTRAL ANGLE OF 29°17'40" AN ARC DISTANCE OF 159.26 FEET TO THE SOUTHEAST CORNER OF THAT TRACT OF LAND CONVEYED TO THE MUNICIPALITY OF METROPOLITAN SEATTLE BY INSTRUMENT RECORDED UNDER RECORDING NO. 5671305; THENCE NORTH 87°28'06" WEST ALONG THE SOUTH LINE OF SAID TRACT 290.00 FEET TO THE SOUTHWEST CORNER OF SAID METRO TRACT; THENCE NORTH 02°33'43" EAST ALONG THE WEST LINE OF SAID METRO TRACT 173.23 FEET TO A POINT ON THE SOUTHERLY MARGIN OF SAID 40 FOOT ROAD AND THE END OF SAID LINE.

AND EXCEPT ANY PORTION THEREOF LYING NORTHERLY OF THE SOUTHERLY MARGIN OF N.E. 175TH STREET AS CONVEYED TO KING COUNTY BY DEED RECORDED UNDER RECORDING NO. 5429742; AND EXCEPT THAT PORTION CONVEYED TO CUSTOM INDUSTRIES BY DEEDS RECORDED UNDER RECORDING NOS. 7609200436 AND 7707140957, DESCRIBED AS FOLLOWS:

THAT PORTION OF SAID GOVERNMENT LOT 1:

BEGINNING AT THE INTERSECTION OF THE WESTERLY MARGIN OF 68TH AVENUE N.E., WITH THE SOUTHERLY MARGIN OF THE NORTHERN PACIFIC RAILROAD RIGHT-OF-WAY; THENCE SOUTH 02°33'43" WEST ALONG SAID WESTERLY MARGIN 470.00 FEET TO THE TRUE POINT OF BEGINNING OF SAID EXCEPTION; THENCE CONTINUING SOUTH 02°33'43" WEST 143.69 FEET; THENCE NORTH 87°26'17" WEST AT RIGHT ANGLES TO SAID MARGIN 235.00 FEET; THENCE NORTH 02°33'43" EAST 157.00 FEET; THENCE NORTH 87°26'17" WEST 70.00 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "A"; THENCE NORTH 02°33'43" EAST 40.00 FEET; THENCE SOUTH 87°26'17" EAST 100.00 FEET; THENCE NORTH 02°33'43" EAST 96.69 FEET; THENCE SOUTH 87°26'17" EAST 60.00 FEET; THENCE SOUTH 02°33'43" WEST 150.00 FEET; THENCE SOUTH 87°26'17" EAST 145 FEET, MORE OR LESS, TO THE TRUE POINT OF BEGINNING OF SAID EXCEPTION;

SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

PARCEL B:

THAT PORTION OF GOVERNMENT LOTS 1 AND 2 IN SECTION 11, TOWNSHIP 26 NORTH, RANGE 4 EAST W.M. AND SECOND CLASS SHORE LANDS, AS CONVEYED BY THE STATE OF WASHINGTON, SITUATE IN FRONT OF, ADJACENT TO OR ABUTTING THEREON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EAST LINE OF THE WEST 1,030 FEET OF SAID GOVERNMENT LOT 2 WITH THE SOUTH LINE OF A 40 FOOT ROAD ADJOINING THE NORTHERN PACIFIC RAILWAY RIGHT-OF-WAY ON THE SOUTH AS CONVEYED BY DEEDS RECORDED UNDER RECORDING NO. 2964553 AND 3904751; THENCE EASTERLY ALONG SAID ROAD LINE TO AN INTERSECTION WITH A LINE PARALLEL TO AND 480 FEET (MEASURED AT RIGHT ANGLES TO THE LINE BETWEEN SAID GOVERNMENT LOTS 1 AND 2) EAST OF THE EAST LINE OF THE WEST 1,030 FEET OF SAID GOVERNMENT LOT 2;

THENCE SOUTH ALONG SAID PARALLEL LINE 300 FEET;

THENCE APPROXIMATELY SOUTH 39°00'00" WEST 980 FEET, MORE OR LESS, TO AN ANGLE POINT ON THE INNER HARBOR LINE OF LAKE WASHINGTON;

THENCE NORTH 83°00'00" WEST ALONG SAID HARBOR LINE OF LAKE WASHINGTON, 160 FEET, MORE OR LESS, TO AN INTERSECTION WITH THE CENTER LINE OF DREDGED CHANNEL LEADING FROM LAKE WASHINGTON INTO SAID GOVERNMENT LOT 2;

THENCE NORTHEASTERLY ALONG SAID CENTER LINE OF SAID CHANNEL TO AN INTERSECTION WITH SAID EAST LINE OF WEST 1,030 FEET OF SAID GOVERNMENT LOT 2 PRODUCED;

THENCE NORTH TO THE POINT OF BEGINNING AND THAT PORTION OF THE EAST 100 FEET OF THE WEST 980 FEET OF GOVERNMENT LOT 2 IN SAID SECTION 11, AND THE SECOND CLASS SHORE LANDS AS CONVEYED BY THE STATE OF WASHINGTON, SITUATE IN FRONT OF, ADJACENT TO OR ABUTTING THEREON BOUNDED ON THE NORTH BY THE SOUTH LINE OF A 40 FOOT ROAD ADJACENT TO AND SOUTH OF THE NORTHERN PACIFIC RAILROAD RIGHT-OF-WAY CROSSING SAID GOVERNMENT LOT; AND

BOUNDED ON THE SOUTH BY THE NORTH LINE OF DREDGED CHANNEL LEADING FROM LAKE WASHINGTON INTO SAID GOVERNMENT LOT 2;

AND THAT PORTION OF THE BED OF SAID DREDGED CHANNEL BETWEEN THE CENTER LINE THEREOF AND THE NORTH LINE THEREOF AND BETWEEN THE SIDE LINES OF SAID EAST 100 FEET AS ABOVE DESCRIBED;

EXCEPT THEREFROM THE FOLLOWING DESCRIBED PORTION:

BEGINNING AT A POINT ON THE WEST LINE OF SAID EAST 100 FEET OF THE WEST 980 FEET OF GOVERNMENT LOT 2, 385 FEET SOUTH OF THE NORTHWEST CORNER THEREOF; THENCE EASTERLY 25 FEET; THENCE SOUTHERLY 50 FEET; THENCE WESTERLY 28 FEET; THENCE NORTHERLY 65 FEET TO THE POINT OF BEGINNING;

AND THAT PORTION OF THE EAST 50 FEET OF THE WEST 1,030 FEET OF GOVERNMENT LOT 2 IN SAID SECTION 11, AND THE SECOND CLASS SHORE LANDS AS CONVEYED BY THE STATE OF WASHINGTON, SITUATE IN FRONT OF, ADJACENT TO OR ABUTTING THEREON, BOUNDED ON THE NORTH BY THE SOUTH LINE OF A 40 FOOT ROAD ADJACENT TO AND SOUTH OF THE NORTHERN PACIFIC RAILROAD RIGHT-OF-WAY CROSSING SAID GOVERNMENT LOT AND BOUNDED ON THE SOUTH BY THE NORTH LINE OF DREDGED CHANNEL LEADING FROM LAKE WASHINGTON INTO SAID GOVERNMENT LOT 2;

AND THAT PORTION OF THE BED OF SAID DREDGED CHANNEL BETWEEN THE CENTER LINE THEREOF AND THE NORTH LINE THEREOF, AND BETWEEN THE SIDE LINES OF SAID EAST 50 FEET AS ABOVE DESCRIBED;

SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON

PARCEL C:

THAT PORTION OF GOVERNMENT LOT 1 IN SECTION 11, TOWNSHIP 26 NORTH, RANGE 4 EAST OF W.M., LYING SOUTHERLY OF A LINE 40 FEET SOUTHERLY OF AND CONCENTRIC WITH THE SOUTHERLY LINE OF RIGHT-OF-WAY OF THE NORTHERN PACIFIC RAILROAD, AS CONVEYED BY DEED RECORDED UNDER RECORDING NO. 13204 AND NORTHEASTERLY OF A TRACT CONVEYED TO KING COUNTY FOR NORTHEAST 175TH STREET BY INSTRUMENT RECORDED UNDER RECORDING NO. 5429742;

EXCEPT THE EAST 335 FEET THEREOF;

TOGETHER WITH THAT PORTION OF VACATED NORTHEAST 175TH STREET (VACATED UNDER VAULT FILE NO. 4246676 AND VOLUME 73 OF COMMISSIONER'S RECORDS, PAGE 35) ADJOINING, WHICH, UPON VACATION, ATTACHES TO SAID PROPERTY BY OPERATION OF LAW;

EXCEPT THAT PORTION OF SAID VACATED STREET, IF ANY, LYING WESTERLY OF THE EXTENSION NORTHERLY OF THE WESTERLY LINE OF THE METRO TRACT AS CONVEYED BY DEED RECORDED UNDER RECORDING NO. 5671305;

SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

PARCEL D:

THAT PORTION OF THE NORTHEAST 4 OF SECTION 11, TOWNSHIP 26 NORTH, RANGE 4 EAST W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT A TACK IN LEAD MONUMENT AT THE INTERSECTION OF THE CENTERLINE OF N. E. 175TH STREET AND 68TH AVENUE N.E., SAID POINT BEING ON THE EAST LINE OF THE NORTHEAST 4 OF SAID SECTION 11 WHICH IS SOUTH 02°33'43" WEST 1797.24 FEET FROM THE NORTHEAST CORNER THEREOF; THENCE CONTINUING ALONG SAID EAST LINE AND ROAD CENTERLINE SOUTH 02°33'43" WEST 119.82 FEET;

THENCE NORTH 87°26'17" WEST 30.00 FEET TO A POINT ON THE WESTERLY MARGIN OF SAID 68TH AVENUE N.E. WHICH IS 320 FEET SOUTHERLY, AS MEASURED ALONG SAID MARGIN, FROM ITS INTERSECTION WITH THE SOUTHERLY MARGIN OF THE NORTHERN PACIFIC RAILROAD RIGHT-OF-WAY;

THENCE CONTINUING NORTH 87°26'17" WEST 145.00 FEET TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 02°33'43" WEST 150 FEET; THENCE SOUTH 87°26'17" EAST 145.00 FEET TO THE WESTERLY MARGIN OF SAID 68TH AVENUE N.E.;

THENCE SOUTH 02°33'43" WEST ALONG SAID MARGIN 138.75 FEET

THENCE NORTH 87°35'56" WEST 248.41 FEET

THENCE NORTH 03°01'58" EAST 192.77 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "A";

THENCE SOUTH 87°26'17" EAST 41.83

THENCE NORTH 02°33'43" EAST 96.69 FEET;

THENCE SOUTH 87°26'17" EAST 60.00 FEET TO THE TRUE POINT OF BEGINNING; SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

EXHIBIT B

LAKEPOINTE TRANSPORTATION MANAGEMENT PLAN (TMP)

TMP ELEMENTS

The elements of this plan are measures intended to increase the proportion of alternative mode use among site residents, employees, and visitors to the site to achieve a minimum 15 percent reduction in vehicle trips.

REQUIRED MEASURES

Phase I

1. Mandatory Mixed-Use Development. Consistent with the P-suffix conditions for the Lakepointe Project, development of the Lakepointe Project shall be mixed-use in nature to ensure potential for improved jobs/housing balance in the Kenmore area and to provide enhanced recreational and commercial opportunities proximate to existing population.

2. Transportation Coordinator. A project transportation coordinator (PTC), who has received specific training in transportation demand management measures, will be assigned to manage this plan. The PTC shall be provided with sufficient time and budget to fully implement and monitor this plan. The PTC shall:

- a. Arrange at least two promotional events each year to encourage alternative mode choice among residents, employees, and tenants of the site.
- b. Conduct an annual survey to determine whether or not the TMP is making progress toward achieving the trip reduction goal of this plan. In some cases measures other than surveying may be used to provide evidence of program effectiveness. Such measures may include, for example, records of on-site transit pass sales and registered carpools.
- c. Conduct site traffic counts in combination with the survey and other evidence to determine whether or not the trip reduction goal assumed in the conditioning of the site is being achieved.
- d. Work with King County or its successor's staff to achieve the goal of this plan.

3. Commute Trip Reduction. Any tenant meeting the definition of an affected employer under the Commute Trip Reduction (CTR) requirements of King County or its successor will work with the PTC to coordinate their required CTR program with other onsite trip reduction activities. Surveying, promotions, and other work done specifically associated with CTR requirements may be used, in part, to meet the requirements of this TMP and need not be duplicated under the TMP, provided that employees, residents and tenants other than those affected by CTR shall be dealt with separately. Results of CTR surveys and other work will be shared freely with the PTC in order to allow the PTC to determine overall site compliance with the trip reduction requirements of this TMP.

4. Transportation Information Center. A transportation information center will be provided in each major building, designed and located as agreed to by King County or its SUCCESSOR.

5. Ridematch Services. Onsite and/or regional ridematch services will be provided for residents and employees in the project.

6. Carpool and Vanpool Parking. Carpool and vanpool parking will be located convenient to building entrances/garage elevators. Reduced rate parking for carpools and vanpools will be offered to office tenants as part of their lease arrangements. The PTC or other designated personnel will regularly monitor and enforce use of such parking.

7. Pedestrian Circulation. The project will include extensive pedestrian features to enhance connectivity in the area, as set forth in the approved Commercial Site Development Permit. Maps and other signs will be used to direct pedestrian traffic and encourage non-vehicular access on the site.

8. Loading Areas. All truck loading and service activities will take place onsite, with sufficient area provided for access, loading/unloading in the truck loading berths onsite.

9. Bicycle Parking. Onsite covered, secure bicycle parking will be provided at locations throughout the site. Shower/locker room facilities available to onsite employees will be provided in major buildings onsite.

10. Vehicle Trip Reduction Goal. Two years after the TMP is implemented, a 15 percent reduction in projected vehicle trip generation shall be achieved. If not achieved, the PTC shall work with King County or its successor to implement additional transportation management measures designed to achieve the reduction goal. Thereafter annual monitoring will be used to gauge reduction maintenance as the site grows and to implement additional measures until such time as reductions are achieved.

Phase II

1. Shuttle Services. Lakepointe will operate an onsite shuttle, providing service within the Lakepointe Project site. The shuttle will initially be operated between the hours of 6 a.m. and 7 p.m., seven days per week (not including holidays). After three months of operation, the shuttle schedule and operations will be examined by the PTC and King County or its successor to determine whether the service should be expanded, reduced or otherwise modified to achieve the objectives of this plan.

2. Bicycle Training. Onsite bicycle training programs will be provided.

3. Phase I TMP Measures. Phase I TMP measures will be maintained and enhanced as needed to achieve vehicle trip reductions. The PTC will continue to implement measures to promote vehicle trip reductions.

4. Monitoring. A regular monitoring program, as described in item 10 above, will be continued.