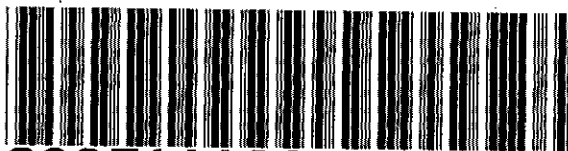


**Return Address:**

Leagay Partners  
7500 SE 24th St, #100  
Mercer Island, WA 98040



**20051118001073**

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KING COUNTY, WA

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Please print or type information **WASHINGTON STATE RECORDER'S Cover Sheet** (RCW 65.04)

**Document Title(s)** (or transactions contained therein): (all areas applicable to your document **must** be filled in)

1. Development Agreement Between The City of Redmond And Leagay  
2. Riverpark, LLC For Development of the Redmond River Park Project  
3. \_\_\_\_\_ 4. \_\_\_\_\_

**Reference Number(s) of Documents assigned or released:**

Additional reference #'s on page \_\_\_\_\_ of document

**Grantor(s)** (Last name, first name, initials)

1. City of Redmond  
2. \_\_\_\_\_

Additional names on page \_\_\_\_\_ of document.

**Grantee(s)** (Last name first, then first name and initials)

1. Leagay Riverpark, LLC  
2. \_\_\_\_\_

Additional names on page \_\_\_\_\_ of document.

**Legal description** (abbreviated: i.e. lot, block, plat or section, township, range)

Lots 1 & 2 of Short Plan No. SS-77-12, Recorded under  
King Co. Recording No. 7704280756

Additional legal is on page \_\_\_\_\_ of document. Attachment #1

**Assessor's Property Tax Parcel/Account Number**

☐ Assessor Tax # not yet assigned

The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

I am requesting an emergency nonstandard recording for an additional fee as provided in RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some part of the text of the original document.

\_\_\_\_\_  
Signature of Requesting Party

**DEVELOPMENT AGREEMENT BETWEEN THE CITY OF REDMOND AND  
LEGACY RIVERPARK, LLC FOR DEVELOPMENT OF THE REDMOND  
RIVER PARK PROJECT**

Pursuant to the authority granted by RCW 36.70B.170 through .210, the City of Redmond, a Washington Optional Municipal Code City ("City"), and Legacy Riverpark, LLC, a Washington limited liability company ("Legacy"), the owner of the real property known as the "Redmond River Park" project described below, enter into the following agreement ("Development Agreement") to govern the development, use and mitigation of environmental impacts associated with the development of the Redmond River Park project through construction of the buildings and related improvements.

1. Location. The Redmond River Park project consists of approximately 6.1 acres located at the southwest corner of Redmond Way and 159<sup>th</sup> Avenue N.E. in Redmond, King County, Washington, and is legally described on Attachment 1, which is incorporated herein as if set forth in full (the "Property").

2. Redmond River Park Project Development. Redmond River Park (the "Project") is contemplated to be a mixed-use development, including residential units and a commercial component that could include office, hotel, retail, services or other kinds of commercial uses permitted under applicable zoning. Legacy may include any mix of uses in the Project of such sizes and areas as Legacy may determine, provided that if Legacy desires to develop the Project pursuant to this Development Agreement, it shall meet the following conditions:

(a) portions of the Property shall not be conveyed or transferred to third parties except subject to the terms and conditions of this Development Agreement;

(b) the aggregate number of new p.m. peak-hour trips from the Project may not exceed the Trip Cap (as defined below), except as provided in Section 4(c) below;

(c) one or more upper levels of those portions of structures immediately adjoining the City park property shall be designed to step back from the boundary of the Property with the adjoining City park property (such as shown in previous City of Redmond Site Plan Approval L010022 for the Property) for the purpose of maintaining the human-scale of buildings along the Park;

(d) the Project shall incorporate features to promote a superior pedestrian experience and "village concept", including such features as: pedestrian plazas; internal "street" grid; on-street parking; mid-block pedestrian connection from 159<sup>th</sup> Place NE to Luke McRedmond Park; modulation along street facades; building focal points; commercial or retail uses at the internal "street" level and

along 159<sup>th</sup> Place NE; landscaping; pedestrian-oriented signage; and street furniture (and other items or methods described in the RCDG 20D.40, Design Standards);

(e) the first phase of the Project shall include no fewer than eighty (80) residential units;

(f) at least forty percent (40%) of the floor area of the Project at full build-out (excluding parking areas) must be in residential use or uses accessory thereto;

(g) no more than fifty percent (50%) of the residential floor area of the Project at full build-out (excluding parking areas) may be devoted to senior housing; and

(h) Prior to issuance of the first building permit for development of the Property pursuant to this Development Agreement, Legacy shall dedicate to the City such frontage area as may reasonably requested by the City to provide for the widening of 159<sup>th</sup> Place NE consistent with the City's adopted plans for that street as of the date of dedication. As a condition to issuance of the first certificate of occupancy for any project on the Property developed pursuant to this Development Agreement, Legacy shall construct street frontage improvements on the Property along 159<sup>th</sup> Place NE. In the event that 159<sup>th</sup> Place NE is reconstructed by the City prior to the development of the Property by Legacy, Legacy shall, within thirty (30) days of formal request by the City, dedicate to the City such frontage area on the Property along 159<sup>th</sup> Place NE as may reasonably requested by the City to provide for the widening of 159<sup>th</sup> Place NE consistent with the City's adopted plans for that street as of the date of dedication. Legacy's obligation under this subsection (h) is further conditioned upon the City satisfying the following conditions: (i) Legacy shall be entitled to take a credit for the full fair market value of such dedication area in reduction of transportation impact fees in connection with the Project, but not to exceed the total amount of such transportation impact fees and mitigation fees imposed pursuant to SEPA, and the City shall take all steps necessary to ensure that such credit accrues to Legacy. The credit shall accrue to Legacy even if application for, approval and construction of the Project post-dates the right-of-way dedication; and (ii) the City shall preserve for the Property two access driveways onto 159<sup>th</sup> Place NE (one full-movement access and one right-in/right-out access), provided that granting this ongoing right to Legacy does not create a threat to public safety. In the event that traffic safety problems are identified in the future due to the design and location of these two access driveways, the City shall cooperate with Legacy River Park, LLC or its successors, to identify alternative access designs and locations that will ensure two access points to the River Park project. Nothing in this Agreement is intended to waive or otherwise restrict the City of Redmond's exercise of its police powers with respect to the regulation of access to and from its streets for traffic safety purposes.

(i) Legacy will maintain adequate Fire Department access to the southwest corner of the Property (aligned with the emergency access road stub on the adjoining property to the west) with an approved and recorded emergency vehicle access easement. The easement shall be provided to the City prior to the City's issuance of the first building permit for Phase 1 of the Project and may be relocated in subsequent phases of the Project, subject to City approval.

For the purposes of this Agreement, "residential uses" shall include senior housing and assisted living units, but shall exclude hotel uses.

3. Term of Agreement and Vesting. Except as provided herein and in Section 4 below, this Development Agreement and the following zoning, building and development regulations, transportation concurrency regulations, and other laws, statutes, ordinances or policies governing land development shall govern the development of the Project and the Project shall be vested to the same, so long as any applications required for Project development, including an application for Site Plan Entitlement (or if that process is no longer used, the equivalent review process at the time of development), is filed within six (6) years of the date of this Development Agreement:

(a) *Zoning and Development Regulations.* The Project is located in the City Center Mixed Use/Office CC-4 and City Center Mixed Use/Office CC-5 zones. Except as set out in this Agreement, the zoning, building and development regulations, policies, and ordinances, and comprehensive plan policies of the City governing land development of the Project in effect as of the date hereof (the "Development Regulations") shall govern development of the Project during the term of this Development Agreement.

(b) *Design and Development.* The Project shall be subject to the appropriate process and design requirements as prescribed in the Redmond Community Development Guide as the same exists effective as of the date of this Agreement, depending upon the proposed use. The locations, heights and design of buildings in the Project, and the requirements for landscaping, vehicular and pedestrian circulation, parking and other development requirements shall be determined through the appropriate entitlement process, in accordance with the design guidelines attached to this Agreement as Attachment 2, the additional development requirements found in this Development Agreement, and the applicable zoning district development requirements as set forth in the Redmond Community Development Guide as the same exists effective as of the date of this Development Agreement.

(c) *Phasing.* Legacy may develop the Project in one or more phases, subject to the foregoing conditions in section 2 of this development agreement.

(d) *Concurrency.* A Certificate of Concurrency has been issued for the Project in full satisfaction of all transportation concurrency requirements. The certificate is based on a maximum number of total and net new p.m. peak hour trips (the "Trip Cap") that may be generated by uses on the Property at full build-out of the Project, as follows:

Maximum total p.m. peak-hour trips (including all trips [Project trips and credit for trips from existing uses on the Property as of the date hereof])	603 trips
Maximum net new p.m. peak-hour trips (all trips less credit for trips from uses existing on the Property as of the date hereof but discontinued upon Project development)	317 trips

As long as Legacy does not propose to exceed the Trip Cap in the development of the Project, the City shall not impose new or different transportation conditions on the Project. If Legacy proposes in the development of the Project to exceed the Trip Cap, Legacy will be required by the City to obtain a new Certificate of Concurrency for the revised net new p.m. peak hour trips and the City may impose new or different transportation conditions on the Project as a result.

The above-described vested rights are expressly made subject to the City's ability to impose new or different requirements or regulations that are mandated by county, state, or federal statutes, laws, or ordinances that preempt the City's authority to permit vesting. Further, pursuant to RCW 36.70B.170(4) the City reserves the right and authority to impose new or different officially adopted regulations of general applicability, to the extent required by a serious threat to the public health, safety, or environmental quality, as determined by the Redmond City Council after notice and an opportunity to be heard has been provided to Legacy.

4. Project Not Vested as to Other Requirements. Except as expressly provided in Section 3 above, the Project shall not be vested as to any other regulation or requirement of the City except as provided by the vesting statutes and common law of the State of Washington. Specifically, but not by way of limitation, the Project is not vested to the following:

(a) *Impact Fees.* All impact fees for the City of Redmond (including fees for transportation, fire protection and parks) shall be paid in accordance with validly adopted impact fee ordinances in effect at the time of issuance of building permits for the development of the Property.

(b) *Permit Fees and Permit Review Process.* This Development Agreement does not vest the Project against changes in permit fees and the permit review process and all applicable permit processes and permit fees of the City of Redmond in effect at the time a permit is applied for or at the time the fees are due and owing under the applicable fee resolution shall apply.

(c) *SEPA Regulations and Policies.* The City issued a Mitigated Determination of Non-significance on November 6, 2001 (the "MDNS") for a version of the Project with greater density than currently proposed and the same has been utilized to fulfill the City's obligation to conduct environmental review on this Development Agreement under the State Environmental Policy Act (SEPA). Subsequent SEPA review will be conducted by the City as appropriate on a permit-by-permit basis and nothing in this Development Agreement shall vest Legacy or the Project to any SEPA policies, process, determination, or mitigation conditions and the same shall be determined and applied as permit applications are submitted and reviewed as prescribed by the vesting statutes and common law of the State of Washington.

(d) *Storm Drainage and Utility Standards.* Nothing in this Agreement vests the project to any storm drainage, water, sewer or other utility requirements or standards and those that apply to the development shall be those in effect at the time appropriate development permits have been applied for or as otherwise prescribed by the vesting statutes and common law of the State of Washington.

(e) *County, State or Federal Mandates.* The Project is not vested against any new or different requirements or regulations that are mandated by county, state, or federal statutes, laws, or ordinances that preempt the City's authority to permit vesting.

(f) *Threats to Health, Safety, and Environment.* The Project is not vested against any new or different officially adopted regulations of general applicability, to the extent required by a serious threat to the public health, safety, or environmental quality, as determined by the Redmond City Council after notice and an opportunity to be heard has been provided to Legacy.

5. Recording: Assignment. This Development Agreement shall be recorded with the Real Property Records Division of the King County Records and Elections Department. This Development Agreement shall bind and inure to the benefit of the parties and their successors in interest, and shall be assigned to any successor in interest to Legacy. Upon assignment and assumption of all obligations under this Development Agreement by the assignee, Legacy shall be released from all obligations under this Development Agreement.

6. Termination. Legacy may terminate this Development Agreement immediately upon written notice to the City, with or without cause. If such termination occurs prior to the issuance of the first building permit for development of the Property pursuant to this Agreement, the benefits and the burdens of this Development Agreement shall also automatically terminate and thereafter the development of the Property shall be subject to all then-existing development regulations, requirements and processes. This development agreement may not be terminated after the issuance of the first Certificate of Occupancy. This Development Agreement will also automatically be terminated if no active land use application on the part of Legacy Riverpark, LLC is submitted within the six (6) years of the date of this Development Agreement.

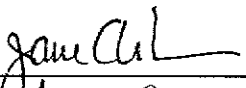
7. Modification. This Development Agreement may be modified only with the agreement of the Redmond City Council and Legacy or its successors and assigns.

8. Counterparts. This Development Agreement may be executed in counterparts each of which shall be deemed an original.

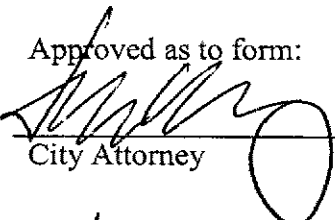
Agreed this 18 of AUGUST, 2005.

CITY OF REDMOND

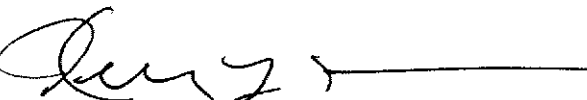
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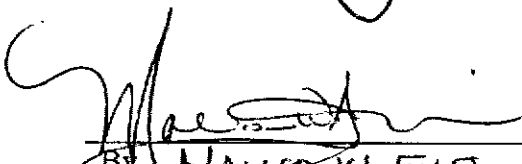
  
By JANE CHRISTENSEN  
Its EXEC. ASST. TO MAYOR

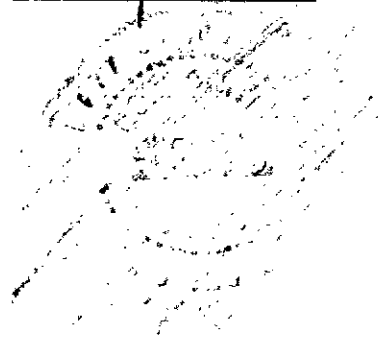
Approved as to form:

  
City Attorney

LEGACY RIVERPARK, LLC

  
By Kerry L. Nicholson  
Its S.V.P.

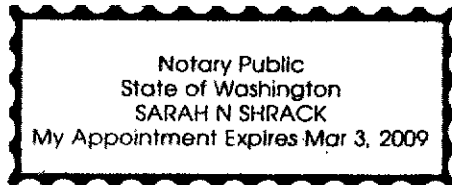
  
By HAISHA W. FILES  
Its CITY CLERK



STATE OF WASHINGTON )  
 )  
COUNTY OF KING ) SS

I certify that I know or have satisfactory evidence that Kerry L. Nicholson is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument, and acknowledged it a the mayor of the City of Redmond to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this 9<sup>th</sup> day of August, 2005.



*Sarah N. Shrack*  
Sarah N. Shrack

Notary public in and for the state of  
Washington, residing at Bellvue, WA  
My appointment expires 3/3/09



## **ATTACHMENT 1**

### **Legal Description**

Redmond River Park Development Agreement

LOTS 1 AND 2 OF SHORT PLAT NO. SS-77-12, RECORDED UNDER KING  
COUNTY RECORDING NO. 7704280756

SITUATE IN THE CITY OF REDMOND, COUNTY OF KING, STATE OF  
WASHINGTON

## **ATTACHMENT 2**

### **REDMOND RIVER PARK DESIGN GUIDELINES**

#### Overview:

Located within City limits of Redmond, Washington, immediately east of Luke McRedmond Park and the Sammamish River, the Redmond River Park mixed-use development seeks to create a dynamic and diverse new urban neighborhood which will help redefine the potential of future downtown redevelopment in the City of Redmond.

The Redmond River Park project will be an active hub near the entrance to the city, addressing the Live, Work, and Play needs of the people of Redmond. Project components may include rental and/or ownership Residential units, a Hotel, and class-A Office Space, all with support Retail/Commercial space at ground level, and most required parking located underground.

This new-for-Redmond urban concept will feature publicly accessible internal private "streets" with ground-level commercial space, which may support healthclub, restaurant, professional, and other retail opportunities. Upper levels of the buildings will reinforce the street edges and provide residents and occupants with views toward the Sammamish River and city park. The internal street network will extend to the city park, offering pedestrian and vehicle access to the park edge, and encouraging park users to interact with the new neighborhood.

Contemporary northwest architectural guidelines will encourage use of varying colors and massing, and materials with an enduring quality, helping reinforce a tie between "old-town" Redmond and the newer "urban" character of Redmond, shown in recent developments. Public spaces will be enhanced with landscaping, seating, street trees, building canopies, storefront and signage opportunities, water features and clear access to building entrances.

The Redmond River Park development will help promote the success of City of Redmond goals to expand the city's urban potential by:

- A) Encouraging pedestrian interaction between more densely occupied housing and commercial uses and neighboring properties, the city park, and downtown Redmond;
- B) Development of a scale of buildings, streets, and amenity elements that blends with the character of old and new parts of the City of Redmond;

EXHIBIT B, RIVER PARK DESIGN GUIDELINES  
River Park Development Agreement

- C) Creating a new urban character for housing and other uses serving as a model for a new Redmond density typology;
- D) Providing a "contemporary northwest" architectural character for the new development, helping to create ties between old and new parts of Redmond.

I. **Site Overview:**

The Redmond River Park development will provide internal pedestrian-oriented private streets with ground-level commercial space for potential uses ranging from housing, office, and hotel lobbies, to support retail, commercial, healthclub, and restaurant possibilities. Curbside parallel parking will be provided along internal streets, and will be modulated by raised tree planters, light poles, sidewalk bulbs for crossing areas, and cul-de-sac islands. Perimeter project streets will offer direct access to structured parking, delivery areas, and provide emergency access for fire and police use around the development.

The central internal street will feature accent paving, direct pedestrian access to all uses and support commercial space, as well as pedestrian views and access to and from the adjacent Luke McRedmond Park. Park users will be encouraged to access this new development via the on-grade central street extending to the park's edge.

Buildings within the development will be regulated by Redmond zoning limits, and will be stepped in height from a "low" end adjacent to the park, to the "high" end at the east side of the site. Project frontage along outside public streets will correspond to prescribed Redmond standards for the applicable pedestrian standards of the existing streets.

Upper (second) level landscaped private courtyard areas, part of the residential and hotel buildings, will be guided by flexible design guidelines to allow the design of these open spaces to integrate with final building designs.

Neighboring commercial uses vary from three-story rental housing to single-story fast-food outlets and automotive uses. Other localized uses include the municipal outdoor recreational area adjacent to the site to the west, Luke McRedmond Park. All neighboring commercial properties are currently underdeveloped relative to allowable zoning, and thus may eventually reflect River Park's type of uses, architectural character, and density.

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Considering this possibility, the Redmond River Park development strives to set a good example for design, urban neighborhood qualities, and new prototypes for living and working in a city environment.

**II. Architectural Intent:**

1. The intent of the architectural approach to the Redmond River Park project is to create a mixed-use development displaying a cohesive image, and complementary building designs within the project. The goal is to create an outward impression to the City of Redmond of sensitivity to local styles and with appropriate references to local architectural history, all within allowable zoning.
2. Various buildings in the new development will have unique uses and thus should have unique appearances. Complementary but varying interpretations of a "contemporary northwest" architectural character are possible. This character may include relatively modern building forms & massing, while also integrating more historical references in fenestration, canopy or other trim elements, etc.

**III. Overall Building Architecture**

**A. Entire Site**

1. Building architecture should strengthen the urban character of the overall development. Basic building elements should define the street edges and frame the major entrance "portals" into the site.
2. Architectural design character should be "contemporary northwest" in approach: well-detailed, including such elements as natural materials, warm colors from nature, transparency (inside-outside), quiet/understated elegance, and informal & eclectic compositions.
3. Marquees and canopies should provide relatively continuous covering for pedestrians along commercial storefronts. This overhead weather protection should also include opportunities for integrated signage and variety in materials, profile, and color based on building type and features.
4. Building focal points, including tower elements and entry features, should enhance street intersections and plaza areas by being clearly recognizable

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River Park Development Agreement

and promoting a village character & pedestrian activity. Focal points should create distinctive spatial characteristics for the different buildings on site.

5. Building base, body and cornice-line treatments should be developed to promote human building scale and to create compatibility, but not necessarily direct consistency, in design character from building to building.
6. Building finishes and materials should be chosen in general to enhance the architectural and mixed-use character of building facades and to blend with the larger Redmond neighborhood.
7. Wall materials may include brick or stone masonry, metal panels, pre-cast and cast-in-place concrete, stucco, plaster, and glass. Other materials and elements (railings, accent trim, soffits, gutters, stairs) may be used to create distinctive character and detail features.
8. Roof profiles and treatments should vary between buildings and include a mix of flat & sloped elements. Roofing materials may include metal, concrete tile, composition shingles, or flat roofing, and should include varying colors where appropriate to identify different buildings or roofing treatments.
9. Service areas should be enclosed by building elements and screened with landscaping. Rooftop mechanical screening should be integrated into the building designs.
10. The spacing of column bays along street facades should range from approximately 14 to 32 feet and be an integral part of the building composition.
11. Modulation along street facades should be provided to enhance building elevations and create a variety of pedestrian experiences. Building modulations, which may include recesses, projections, and steps, should be used to break up long building elevations, and should occur at spacings described in each building type section of these guidelines.
12. Landscaped courtyards should include elements such as special paving, landscape features, stoops/porches and other architectural features to create active, public & private open-spaces for residential tenants.

EXHIBIT B, RIVER PARK DESIGN GUIDELINES  
River Park Development Agreement

B. Historical Reference:

1. Some existing buildings in Redmond can provide representation of modern interpretations of historical details and building component design styles. These buildings include the Lake Washington School District office in Redmond Town Center, the Frazer Court Apartments on NE 85<sup>th</sup> Street, and the Lake Washington Technical College branch at Marymoor Park.
2. Some historical elements that can be replicated in general include proportion, orientation, composition, style, and detail, including windows, doors, canopies, storefront, cornices, and trim.
3. Materials represented in some of Redmond's existing buildings are red brick, painted accent trim, and fabric canopies, which may be interpreted in more modern ways. Newer buildings have played on these traditional components with more modern approaches.
4. The Brad Best Real Estate office and Big Time Pizza are examples of historic buildings in Redmond with elements such as storefront details, awnings, punched windows, and cornice which could be reinterpreted and incorporated in a new northwest contemporary character to help integrate the new buildings with local older structures.

C. Building Design – Residential Buildings:

1. Residential buildings should incorporate a design approach to differentiate various buildings within a continuous apartment block or complex. Although a general palette of similar materials is acceptable, variations in roof and canopy profiles, storefront break-up, railings, colors, bay window style, and accent cladding or finishes are required.
2. The ground floor commercial levels of the Residential buildings shall maintain a 15-foot (minimum) floor-to-floor height, as used throughout the development for continuity.
3. Long building facades of Residential buildings should be articulated with architectural elements, including occasional openings between buildings where practical. Building articulation should be employed on all visible street (external & internal) and park sides of the buildings.

EXHIBIT B, RIVER PARK DESIGN GUIDELINES  
River Park Development Agreement

4. The use of varying shaped balconies and variation of recessed vs. protruding balconies is encouraged.
5. In residential dwelling units having multiple balconies, it is allowable for only one balcony to provide minimum Redmond Land Use Code dimensions, while the other(s) can be smaller.
6. The fenestration of different Residential buildings should utilize different window shapes, sizes, orientations, styles, rhythm and composition.
7. Front entries to Residential buildings should be articulated with overhead weather protection (canopies, marquees), distinctive materials, plan or storefront profiles, or other identity-giving architectural devices.
8. Relatively continuous overhead weather protection is to be provided on all sidewalk sides of residential buildings.
9. Canopies may be of fabric, metal, glass, or combinations of such materials. Other elements such as trellises may be used for scale, too, and should be of comparable construction quality to that of the buildings.

D. Building Design – Hotel Building:

1. A Hotel building, would be a unique use on the River Park site and as such should reflect this differentiation by use of its own unique architectural style, proportion, detailing, and use of color and materials.
2. A Hotel should reflect a residential scale, while at the same time being recognizable as the commercial lodging facility that it would be. Scale-giving elements such as street-front canopies, detailed storefronts, possible plan articulations identifying building corners and entries, balconies & bay windows, should all be considered.
3. The Porte Cochere area of a hotel should allow for vehicular separation of guest arrivals from other on-site vehicle traffic, yet should not hide the main entrance to the facility.
4. Hotel adjacencies to nearby residential uses on site should encourage some compatibility of materials and scale elements between neighboring uses, despite close proximity of different uses.

EXHIBIT B, RIVER PARK DESIGN GUIDELINES  
River Park Development Agreement

5. The ground floor commercial level should maintain the River Park typical 15-foot (minimum) floor-to-floor height for consistency with other buildings in the development.
6. Ground floor commercial uses in a Hotel building should face the street and be accessible from the sidewalk wherever possible.
7. Exterior architectural articulation for a Hotel shall include 60-foot maximum spacing of façade articulations, street-level accentuation of plan, commercial uses integrated with adjacent Hotel lobbies and public-use areas, and clear entry definition.

E. Building Design – Office Buildings:

1. An Office building would create possibly the greatest challenge in maintaining a sense of scale, historical reference, and compatibility within the site, relative to the immediate neighborhood and the downtown Redmond areas beyond. Sensitivity will be required in developing final designs for Office buildings that blend with the new and surrounding developments, and still offer commercial feasibility.
2. Office buildings should incorporate the same general architectural elements as the other building: a defined base, middle, top, and integrated approach to mechanical screening, and materials and colors which are sympathetic to the other buildings on site and nearby.
3. Office buildings should have a similarly-detailed base to the architectural style, but in a two-story interpretation of that style. This will help break down the height of Office buildings to a more pedestrian-friendly scale.
4. Canopies at pedestrian areas shall be extended at the single-story height above the ground to help break up the scale of the base of such buildings.
5. The middle section of office buildings should be predominantly identified by punched-window fenestration, and may use wall materials ranging from stone, brick, cast-in-place or pre-cast concrete to architectural metal, glass, aluminum window systems, and plaster or stucco. In general, a "high-tech" look is not desired, and a more historically-referenced façade and materials are encouraged.
6. The top area of Office building facades may include an accent cladding system and a recognizable cornice element to signify the top and break down



EXHIBIT B, RIVER PARK DESIGN GUIDELINES  
River Park Development Agreement

the scale of the upper elements of such buildings. Accent materials, which in some instances may be interpreted as "high-tech", should be limited in coverage to approximately 20% of the building façade, so that they look like accent treatments rather than the primary material palette. For example, the top story of Office buildings may utilize something like an architectural metal siding that creates shadow and provides accent color...a treatment that might also be used in other façade accent areas, but not a total building skin.

7. Street level canopies on office buildings should be of a heavier-duty type of construction reflecting the size and quality of such buildings. For example, exposed steel structures with glass or solid canopy membranes are encouraged over lightweight fabric canopies, which would seem not-in-keeping with the construction of these buildings.
8. Street-level commercial/retail uses in Office buildings should present an open and inviting storefront appearance and have direct access from the sidewalk wherever possible. Where direct outside access is not practicable due to level changes or similar constraints, clear commercial connections to the main office building lobby should be provided for easy pedestrian understanding and use.
9. Exterior articulation should include 90-foot maximum spacing of façade articulations, street-level accentuation of the plan, commercial uses integrated with sidewalk visibility, and clear entry definition.

III. Landscape Standards

1. Landscaping will be consistent with the requirements of the Redmond Community Development Guide Section 20D.80.10.
2. Landscaping used for screening of outdoor trash areas shall support or augment any architectural screening elements, which shall be the primary screens. Landscaping shall not be relied upon solely to provide a 100% screening of such service areas.
3. Landscaping should be provided for upper (second) level common courtyard areas to enhance the design character of these courtyards, provide a sense of identity, enclosure and privacy, and to create visual and spatial variety.
4. Upper level terrace plantings are encouraged to include evergreen and deciduous materials, as well as seasonal interest plantings for color and variety.

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River Park Development Agreement

5. Terrace/Courtyard areas should be designed to include areas of special paving treatments, unique landscaping, and various seating opportunities.
6. Terraces/Courtyard areas should be landscaped at a density appropriate to the scale and use of the space, and to the proximity and use of adjacent buildings or dwelling units.
7. Trees should be provided for both shade relief and spatial definition, and located and selected with maintenance and tree health, view opportunities, and seasonal solar exposures in mind.
8. Trees should be provided in a ratio of not less than one tree or vertical screen element per every 350 square feet of planting area within upper (second) level courtyards.
9. Tree requirements per City of Redmond ordinance shall be covered by a fee-in-lieu approach if less than the required code total number of trees is provided.