

Supplement to Urban Center Development Application

11-101457 LU (Land Use permit for site plan)
11-101461 SM (Shoreline Management permit)
11-101464 RC (Retaining Wall – Commercial)
11-101008 LDA (Land Disturbing Activity – grading)
11-101007 SP (Short Plat)
11-101457 VAR (Parking Variance)

May 10, 2018

BSRE Point Wells, LP, (“**BSRE**”) hereby supplements its applications for the proposed Point Wells Urban Center (the “**Project**”).

1) Vehicle Trip Limit and Traffic Mitigation.

In a Memorandum of Understanding (“**MOU**”) dated April 1, 2013 between BSRE and the City of Shoreline, attached hereto as Exhibit A, the parties thereto agreed to jointly sponsor and conduct a Richmond Beach Traffic Corridor Study (the “**Corridor Study**”). The study, now substantially complete but awaiting Shoreline City Council review and approval, was intended (i) to establish a mechanism for the citizens of Shoreline to participate in a public process regarding the analysis of transportation issues and acceptable mitigation alternatives associated with the proposed Point Wells development; and (ii) establish the terms and methodology by which the transportation impacts of the development would be analyzed, mitigated and eventually incorporated into Snohomish County’s environmental analysis for BSRE’s development applications.

At Section 1 of the MOU, the parties agreed “for the purposes of [the Corridor Study], that the net new trips (along Richmond Beach Drive NW) generated from the proposed development at Point Wells shall be assumed not to exceed 11,587 average daily trips (“**ADT**”) at the Project access point into Shoreline.” While BSRE and Shoreline have not finalized all aspects of the Corridor Study and the actions to be taken in support thereof, the study nonetheless contains valuable information with which BSRE can effectively mitigate the traffic impacts likely to occur because of the development of Point Wells.

An outcome of the Corridor Study process was the collaborative development and documentation of traffic mitigation measures to be implemented within the City of Shoreline. These traffic mitigation measures are outlined in detail in Section 4 of the Expanded Traffic Impact Analysis report for Point Wells that was submitted to the County on September 1, 2016.

Contingent on the City of Shoreline complying with its commitments outlined in the MOU, BSRE hereby supplements its Application by incorporating therein a limit to the number of net new daily vehicle trips generated from its proposed development at Point Wells (“**Project Trips**”) to not more than 11,587 (the “**Trip Cap**”) at the Project access point into Shoreline.

2) Monitoring of Vehicle Trips and Reporting of Compliance.

A. Assuming the approval of the Urban Center Application as submitted, BSRE agrees that upon the issuance of Certificates of Occupancy for three hundred fifty (350) dwelling units (representing approximately one half of the proposed number of dwelling units in Phase 1 of the Project), BSRE shall at its cost install and maintain a mechanical vehicle trip counting device (the “Trip Counting Device”) at the main Project entrance. Nothing herein shall preclude BSRE, upon not less than thirty (30) days’ advance written notice to the City of Shoreline (the “City”) and Snohomish County (the “County”), from utilizing alternative and equally accurate trip counting devices or means.

B. Assuming the approval of the Urban Center Application as submitted, BSRE agrees that upon the issuance of Certificates of Occupancy for seven hundred and twenty (720) dwelling units (representing the proposed number of dwelling units in Phase 1 of the Project), BSRE shall provide a trip generation report (a “Report”) to the City and County, at intervals of not less than every six (6) months (a “Reporting Period”), of the average number of new net daily Project Trips as measured during said Reporting Period. Each Report shall also set forth the number of Project Trips measured each the day during the AM and PM peak hours for that Reporting Period.

C. Assuming the approval of the Urban Center Application as submitted, BSRE agrees that the average of the previous twelve (12) monthly counts of Project Trips shall be the number of Project Trips used to determine compliance with the Trip Cap.

3) Comparison to Anticipated Trip Counts By Project Phase.

Assuming the approval of the Urban Center Application as submitted, BSRE agrees to the following:

A. The anticipated number of Project Trips by phase shall be as set forth in Exhibit B hereto.

B. Commencing with the proposed development of any portion of Phase 3, if at any time the number of projected Project Trips, when added to the average Trip Count in the prior two Reports, exceeds the trip projection applicable to that development phase as set forth in Exhibit B, then BSRE shall take such action as is necessary to cause the number of Project Trips for the next development phase, when added to the average Trip Count from the previous two Reporting Periods, to come into compliance with the trip projection set forth in Exhibit B.

C. The manner by which BSRE shall cause the Trip Count for the next proposed development phase to come into compliance with the limit set forth in Exhibit B for that phase shall be within BSRE’s sole discretion. BSRE may, for example and without limitation, combine individual residential units so as to create fewer larger units. By way of further illustration, BSRE might, for example and without limitation, increase the number of senior units (each of which will generate fewer Project Trips) so as to cause the anticipated number of Project Trips to comply with the applicable limit.

D. At such time as the Project Trips match or exceed 80% of the Trip Cap, then BSRE shall so notify the County and the City. Thereafter, BSRE may submit development applications only for such number of units and/or commercial or retail space for which the anticipated Project Trips, when added to the Project Trips associated with the existing amount of development, shall not exceed the Trip Cap. BSRE shall not submit any further development applications (where the Project Trips associated therewith will cause the Trip Cap to be exceeded) until such time as the number of actual Project Trips and the projected Project Trips associated with such additional development are brought into compliance with the Trip Cap. Nothing herein shall preclude BSRE from taking such actions as may be necessary to cause such a reduction in Project Trips in an effort to bring about compliance with the Trip Cap.

E. BSRE shall ensure through covenants recorded against the project site or through other means approved by the County, that the obligation to conduct such monitoring and provide such Trip Reports shall be conducted as set forth herein during the full term of the Monitoring Requirement (as defined herein).

F. Nothing herein shall preclude BSRE from altering the order of construction of the Project Phases or from establishing sub-phases. The Project Trips per phase shall remain unchanged regardless of the order in which the phases are constructed.

G. BSRE's compliance with the provisions herein regarding compliance with the Trip Cap shall be enforceable by the City and/or the County in Snohomish County Superior Court.

H. The City and the County shall have the right, upon forty-eight (48) hours' advance notice (not including weekends of federal or state holidays), to inspect or otherwise monitor the Trip Counting Device so as to ensure that the trip numbers produced thereby are accurate and reliable.

I. BSRE shall continue to monitor the number of Project Trips until such time as the Project shall have received Certificates of Occupancy for the number of dwelling units authorized in the Project permit approvals (the period of time where monitoring is required shall be referred to herein as the "**Monitoring Requirement**").

J. Contemporaneous with the issuance of final project approvals, BSRE shall deliver to the County an agreement, in recordable form, under which BSRE agrees that it may not bring suit against the County for refusing to approve permit requests when the projected number of trips exceeds the Trip Count as determined and/or confirmed by BSRE's traffic consultant.

4) Senior Housing.

Of the dwelling units proposed in the Urban Center application, not less than 1,093 units are planned to be designated as Retirement Apartments (as defined in SCC 30.91R.180) or Senior Housing (SCC 30.91D.190) (hereinafter "Senior Units"). Senior Units are currently planned to be constructed at the locations depicted in the revised site plan submitted herewith. Those units are allocated by phase as shown in Exhibit C. If the projected Project Trips are 90% or less than the

applicable Project Trips for that phase of development, BSRE may lessen the number of Senior Units so long as the projected Project Trips remains less than the applicable Trip Limit.

5) Supplemental Transit Service.

SCC 30.34A.085, requires that access to public transportation must be provided to the businesses and residents of the future Project. SCC 30.34A.085(3) provides that at a minimum, a development “shall provide a mechanism such as van pools or other similar means of transporting people on a regular schedule in high occupancy vehicles to operational stops or stations for high occupancy transit.” BSRE recognizes that currently available public transit cannot by itself provide the level of service necessary to meet the above requirement. While it will attempt to work with the various transit agencies to bring about an increase in available public transit service, BSRE commits to provide at its cost, to contract with third parties, for such additional transit service as is necessary to achieve compliance with the above standard. The type and extent of such supplemental transit service currently contemplated is more fully identified in Exhibit D hereto.

6) Commitment to Fund Sound Transit Commuter Rail Station.

Sound Transit has expressed an interest in providing commuter rail service at Point Wells once a sufficient on-site population is achieved. It is expected that Sound Transit’s interest in providing such commuter rail service will be contingent upon BSRE’s willingness to fully fund the construction of the on-site commuter rail station. If required by Sound Transit, BSRE agrees to provide such funding.

7) Elimination of Beach Groins.

A number of early plan drawings depict the construction of a number of “beach groins” along the shoreline. Those groins are no longer part of the development plan and are hereby eliminated from the Point Wells Urban Center application.

EXHIBIT A

Shoreline/BSRE Memorandum of Understanding

EXHIBIT B

Projected Net New Traffic Trips By Phase

Projected Net New Traffic Trips By Phase

Project Phase	Residential Units	Commercial SF	Retail SF	Project Trips (Daily)	Project Trips (AM Peak)	Project Trips (PM Peak)
I— South Village	720	2,927	29,914	3,075	347	329
II— Urban Center	272	31,338	26,490	2,299	174	246
IIIA— Central Village	602	0	15,643	3,056	316	327
IIIB— Central Village	602	0	12,071			
IVA— North Village	445	0	0	1,598	134	171
IVB— North Village	444	0	0			
TOTAL	3,085	34,265	84,118	10,028	971	1,073

EXHIBIT C

SENIOR UNITS BY PHASE

SENIOR UNITS BY PHASE

Phase 1	288
Phase 2	136
Phase 3	313
Phase 4	<u>356</u>
Total	1,093

EXHIBIT D

Supplemental Transit Service

Supplemental Transit Service

BSRE shall ensure the availability of supplemental transit service serving the Project as follows:

Section 1. Alternative Means of Providing Supplemental Transit Service.

Supplemental service shall, at BSRE's election, be provided under contract with a public transit provider (for example, contracted service provided by Metro Transit), under contract with a private transit service, or by a transit service owned and operated by BSRE or its concessionaire.

Section 2. Transit Route.

Transit service shall be provided between the Project site and the Metro Park & Ride stop at North 192nd and Aurora Avenue North. At such time as the Sound Transit light rail station at 185th and Aurora Avenue becomes operational, the route shall be extended to such light rail station.

Section 3. Frequency of Service.

Supplemental transit service shall commence no later than the date upon which certificates of occupancy have been issued for seven hundred and twenty (720) units within the Project (which corresponds with the proposed number of units in Phase 1 of the Project). The frequency of service shall be determined in part by the demand therefor from Point Wells' residents. In addition, it is anticipated that service shall be provided on weekday mornings between 6:00 and 9:00 (the "**AM Peak Hours**") and on weekday evenings between 4:00 and 7:00 (the "**PM Peak Hours**"). BSRE will ensure the availability of sufficient seating capacity that the number of Project Trips shall remain within the limits established in the MOU included as Exhibit A hereto. At full buildout, it is anticipated that during the AM and PM Peak Hours that four (4) transit vehicles with a seating capacity of not less than forty (40) seats each shall depart Point Wells at least every fifteen (15) minutes.

Section 4. Priority Use by Residents of Point Wells and Service for the General Public.

The supplemental transit service described herein shall be primarily for the use and convenience of the residents of Point Wells. To the extent that seating remains available, and to the extent permitted by King County Metro, Point Wells' buses may stop along Richmond Beach Road to provide service to the Richmond Beach community. Subject to the approval of King County Metro, nothing herein shall prohibit BSRE or other operator of the supplemental transit service from collecting reasonable fares, either from such Point Wells residents or from members of the Richmond Beach community along such route.

Section 5. Termination of Service.

Supplemental transit service may be terminated at such time as a Sound Transit Commuter Rail station at the Project becomes operational or when the County and the City deem such service to no longer be necessary.

Section 6. Successors and Assigns.

BSRE shall ensure, either by way of binding agreements with other parties or through a Point Wells master homeowners association, that the obligation to provide such supplemental transit service shall be perpetual unless and until service may be terminated as provided in Section 5 hereto.