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JEH/are
12/13/93

Boyer Rezone, DGA91-007

ORDINANCE NO. 1761

ORIGINAL

AN ORDINANCE OF THE CITY OF REDMOND, WASHINGTON, ADOPTING FINDINGS AND CONCLUSIONS, CHANGING THE LAND USE PLAN MAP DESIGNATION OF CERTAIN PROPERTY LOCATED ON THE NORTHEAST SIDE OF THE INTERSECTION OF WEST LAKE SAMMAMISH PARKWAY NORTHEAST AND NORTHEAST BEL-RED ROAD AND COMMONLY KNOWN AS THE BOYER PROPERTY FROM RANCH ESTATE (RE) TO SUBURBAN RESIDENCE (SR), CHANGING THE ZONING MAP DESIGNATION OF THE SAME PROPERTY FROM RANCH ESTATE (RE) TO SUBURBAN RESIDENCE - FOUR UNITS PER ACRE (R-4) AND AUTHORIZING THE MAYOR TO EXECUTE A CONCOMITANT ZONING AGREEMENT, DGA 91-007.

WHEREAS, Derus Development Company, on behalf of the owner, has applied for a Development Guide Amendment and Zoning Map Amendment for certain property located on the northeast side of the intersection of West Lake Sammamish Parkway Northeast and Northeast Bel-Red Road in the City of Redmond in order to increase residential densities from one dwelling unit per five acres to three dwelling units per acre, and

WHEREAS, the Planning Commission held a public hearing on October 6 and October 27, 1993 concerning the proposed amendments and determined, at the conclusion of the public hearing, to recommend approval of the Development Guide Amendment and Zoning Map Amendment with an associated concomitant agreement on affordable housing, wetland protection, buffers between adjacent users, and project density, and

WHEREAS, the City Council considered the Planning

Commission's recommendation at its regular meeting on December 7, 1993 and determined to accept the recommendation without change, NOW, THEREFORE,

THE CITY COUNCIL OF THE CITY OF REDMOND, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1. Findings and Conclusions Adopted. The Findings, Conclusions and Recommendation contained in the October 6, 1993 Staff Report to the Planning Commission, as modified by the Planning Commission's December 7, 1993 Report to the City Council, are hereby adopted by the City Council in support of the actions taken by this ordinance.

Section 2. Land Use Plan Map Amendment. The City's Official Land Use Map, adopted by Section 20B.90.040, is hereby amended to change the designation on certain property located on the northeast side of the intersection of West Lake Sammamish Parkway Northeast and Northeast Bel-Red Road and more particularly described on Exhibit A attached hereto and incorporated herein by this reference as if set forth in full, from Ranch Estate (RE) to Suburban Residence (SR), subject to the execution of the concomitant agreement approved in Section 4 of this ordinance.

Section 3. Zoning Map Amended. The Official Zoning Map of the City of Redmond, as adopted by Section 20C.10.030(10), is hereby amended to change the zoning on the property legally described on Exhibit A from Ranch Estate (RE) to Suburban Residence - Four Units Per Acre (R-4), subject to the execution of the concomitant agreement approved in Section 4 of this ordinance.

Section 4. Concomitant Zoning Agreement. The Mayor is hereby authorized to execute and the City Clerk to attest to that certain document entitled "Concomitant Zoning Agreement for Boyer Development Guide Amendment and Rezone, DGA 91-007" attached to this ordinance as Exhibit B and incorporated herein by this reference as if set forth in full. The City Clerk is further directed to record said Concomitant Zoning Agreement with the King County Office of Records and Elections as a covenant running with the land. The cost of said recordation shall be paid by the applicants in accord with the terms of the Concomitant Zoning Agreement.

Section 5. Duties of Planning Director. The Planning Director is hereby authorized to make the necessary changes to the Official Land Use Plan Map and Official Zoning Map of the City to reflect the changes approved by this ordinance.

Section 6. Effective Date. This ordinance, being an administrative action, is not subject to referendum and shall take effect five (5) days after publication of an approved summary thereof consisting of the title.

CITY OF REDMOND


MAYOR ROSEMARIE IVES

ATTEST/AUTHENTICATED:


CITY CLERK, DORIS SCHAIBLE

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY:

BY: 

FILED WITH THE CITY CLERK:
PASSED BY THE CITY COUNCIL:
SIGNED BY THE MAYOR:
PUBLISHED:
EFFECTIVE DATE:
ORDINANCE NO. 1761

December 29, 1993
January 4, 1994
January 4, 1994
January 9, 1994
January 14, 1994

EXHIBIT A

OF ORDINANCE

EXHIBIT A - ORDINANCE NO. 1761

LEGAL DESCRIPTION

Lots 1, 2 and 3 of Short Plat No. SS 77 36 recorded under Recording No. 7805150682, being a portion of the South 848 feet of the northwest quarter of the southwest quarter and the South 848 feet of Government Lot 7 lying northeasterly of County Road No. 818, all in Section 13, Township 25 North, Range 5 East, W.M., in King County Washington.

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EXHIBIT B
OF ORDINANCE

**CONCOMITANT ZONING AGREEMENT FOR BOYER DEVELOPMENT
GUIDE AMENDMENT AND REZONE, DGA 91-007**

WHEREAS, the undersigned owners, hereinafter referred to as "the Owners", are the Owners of certain real property located within the City of Redmond, King County, Washington, which is the subject of this Agreement and which is legally described on Exhibit A attached hereto and incorporated herein by this reference as if set forth in full, and

WHEREAS, the Owners have requested approval of an amendment to the City of Redmond's Official Land Use Map in order to change the designation of the property from Ranch Estate (RE) to Suburban Residence (SR), and

WHEREAS, the Owners have also requested approval of an amendment to the City's Official Zoning Map in order to change the zoning designation of the property from Ranch Estate (RE) to Suburban Residence - Four Units per Acre (R-4), and

WHEREAS, the City Council has authorized preparation of an ordinance approving the requested land use map and zoning map amendments, subject to the execution of a concomitant zoning agreement by the Owners binding the property to the conditions of approval, and

WHEREAS, the Owners have indicated a willingness to cooperate with the City in order to ensure compliance with the proposed conditions of approval, now, therefore,

IN CONSIDERATION OF the City's approval of the land use map amendment and zoning map amendment requested by the Owners, the Owners hereby covenant and agree, and the City accepts such covenant and agreement by Owners as compliance with the conditions of approval, as follows:

1. Warranty of Title. The Owners warrant that they have fee title to the property described on Exhibit A, attached hereto and incorporated herein by this reference as if set forth in full, and that they are authorized to execute this Agreement and to bind said property to the terms and conditions hereof.

2. Maximum Density. The maximum allowable density for development of the property described on Exhibit A shall be limited to three dwelling units per net acre, or 33 dwelling units for the entire site. For purposes of this Agreement, "net acre" is defined as the gross site area less any area in Class IV Landslide Hazards, floodways, and streets and access corridors as those terms are defined in the Redmond Community Development Guide.

3. Affordable Housing Units. At least four of the dwelling units constructed on the site shall be designated as affordable units as defined by current King County guidelines meeting 80 percent of the median household income based upon family size.

4. Native Growth Protection or Conservation Easement. Prior to issuance of any building permit for the site, the Owners shall grant a Native Growth Protection or Conservation Easement to the City for all wetland areas on the site. The easement shall be in a form acceptable to the City and shall ensure protection, conservation, and nondisturbance of all wetland areas on the site.

5. Wetland Buffers. The owners shall comply with all wetland buffering requirements established by the Sensitive Areas Ordinance of the City, City of Redmond Ordinance No. 1693, or any more stringent requirements established as part of development review. There shall be no grading or filling within any wetland on the site or within any wetland buffer.

6. Prohibition on Construction. No grading, filling, construction or development of any kind shall be allowed on the southeast portion of the site (south and east of the Class III stream which runs roughly perpendicular to West Lake Sammamish Parkway Northeast). The area to which this prohibition applies is legally described on the attached Exhibit B and graphically depicted on the map attached as Exhibit C to this Agreement and incorporated herein by this reference as if set forth in full.

7. Environmental Conditions. Development on the site shall comply with all mitigation measures contained in the Mitigated Determination of Non-Significance issued for this application and which is attached as Exhibit D to this Agreement and incorporated herein by this reference as if set forth in full.

8. Binding Effect. This Agreement shall be filed and recorded with the King County Department of Records and Elections and shall constitute a covenant running with the land described on Exhibit A, and be binding upon the Owners, their successors in interest and assigns.

9. Payment of Costs and Recording Fees. The Owners agree to pay all costs of recording this Agreement, together with all reasonable costs incurred by the City in the preparation of this Agreement, including attorney's fees.

10. Police Power. Nothing in this Agreement shall be construed to restrict the authority of the City to exercise its police powers. In the event that the City's land use regulations shall be more restrictive than the conditions set forth in this Agreement at the time of development application, the more restrictive regulations shall control. Where the City's development regulations are less restrictive than the conditions set forth in this Agreement, this Agreement shall control.

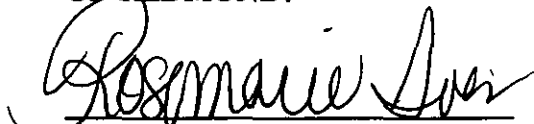
11. Enforcement. In addition to any other remedy provided by law, the City may, at its discretion, maintain a lawsuit to compel specific performance of the terms and conditions of this Agreement or to otherwise enforce its provisions, through injunctive or other relief, and

the prevailing party in such action shall be entitled to recover its costs, including reasonable attorney's fees.

12. Severability. In the event any section, paragraph, sentence, term or clause of this Agreement conflicts with applicable law or is found by any court having jurisdiction thereof to be contrary to law, such conflict shall not affect other sections, paragraphs, sentences, terms or clauses of this Agreement which can be given effect without the conflicting provision and to this end the terms of this Agreement shall be deemed to be severable, provided, however, that in the event any section, paragraph, sentence, term or clause of this Agreement is found to conflict with applicable law, the City shall have the right to bring the proposed development back before the City Council or other appropriate body for further review and imposition of appropriate conditions to ensure that the purposes for which this Agreement are entered into are in fact accomplished and the impacts of the proposed development are mitigated.

DATED this 3rd day of January, 1993/1994.

ACCEPTED BY THE CITY
OF REDMOND:

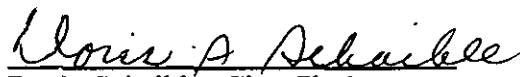


Mayor Rosemarie Ives

OWNERS:

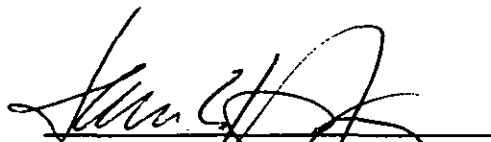


ATTEST/AUTHENTICATED:



Doris Schaible, City Clerk

APPROVED AS TO FORM:



James E. Hanley
Office of the City Attorney

IF OWNERS ARE INDIVIDUALS

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that Priscilla P. Boyer is the person who appeared before me, and said person acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in this instrument.

DATED: January 3, 1994

Debra J. White
(Signature)
Debra J. White
(Print Name)
NOTARY PUBLIC
My appointment expires: 4-1-97

IF OWNERS ARE A CORPORATION OR A PARTNERSHIP

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he/she was authorized to execute the instrument and acknowledged it as _____ of _____ to be the free and voluntary act and deed of such party for the uses and purposes mentioned in this instrument.

DATED: _____

(Signature)

(Print Name)
NOTARY PUBLIC
My appointment expires: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that Mayor Rosemarie Ives and City Clerk Doris Schaible are the people who appeared before me, and said persons acknowledged that they were authorized to execute the instrument and acknowledged it as Mayor and City Clerk of the City of Redmond to be the free and voluntary act and deed of such party for the uses and purposes mentioned in this instrument.

DATED: January 4, 1994

Sandra L. Marion

(Signature)
Sandra L. Marion

(Print Name)
NOTARY PUBLIC
My appointment expires: 3/25/94

**EXHIBIT A
of concomitant**

LEGAL DESCRIPTION

Lots 1, 2 and 3 of Short Plat No. SS 77 36 recorded under Recording No. 7805150682, being a portion of the South 848 feet of the northwest quarter of the southwest quarter and the South 848 feet of Government Lot 7 lying northeasterly of County Road No. 818, all in Section 13, Township 25 North, Range 5 East, W.M., in King County Washington.

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EXHIBIT B
of concomitant

DODDS ENGINEERS, INC.
Bellevue, Washington

DERUS DEVELOPMENT
Marymoor Parcel
Project No. 91196
December 21, 1993

EXHIBIT "A"

That portion of Lots 2 and 3 of City of Redmond Short Plat No. SS-77-36, as recorded under King County Recording No. 7805150682, described as follows:

BEGINNING the southeast corner of said Lot 3; thence N70°28'12"W, along the northerly margin of West Lake Sammamish Parkway, 475.18 feet; thence N40°07'55"E 55.83 feet; thence N47°17'57"E 26.39 feet; thence N80°32'24"E 52.68 feet; thence N81°19'04"E 44.75 feet; thence N81°09'23"E 52.65 feet; thence S84°32'12"E 51.78 feet; thence S41°43'43"E 23.52 feet; thence S23°01'54"E 36.38 feet; thence S46°48'00"E 40.64 feet; thence N78°32'10"E 106.94 feet; thence N30°54'32"E 61.52 feet to the east line of aforesaid Lot 3; thence S00°47'48"W, along said east line, 233.21 feet to the POINT OF BEGINNING.

Containing 57,255 square feet or 1.3144 acres more or less.

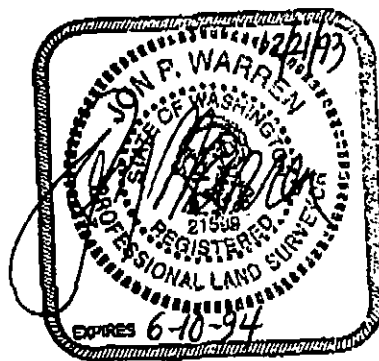
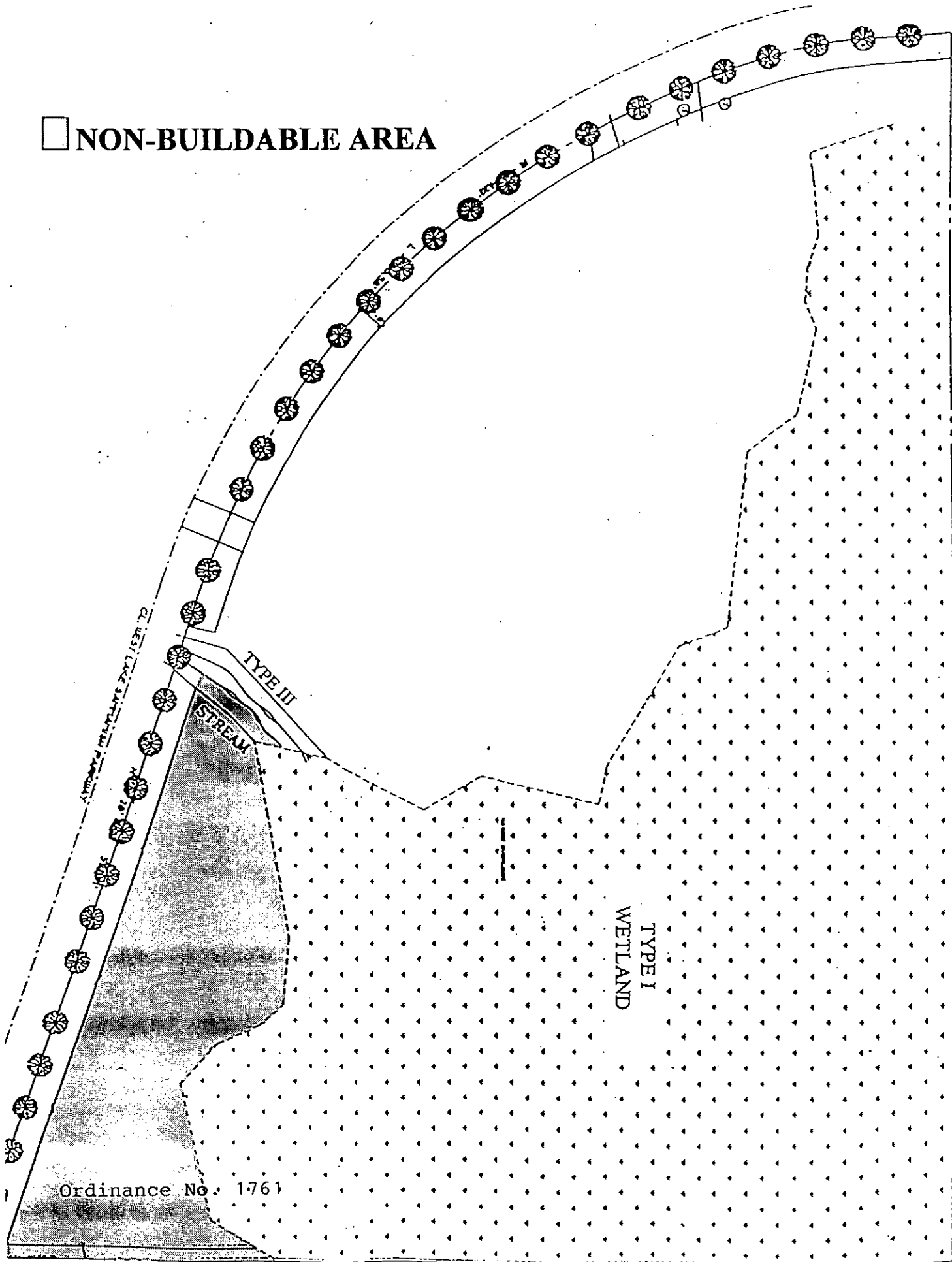


EXHIBIT C
of concomitant

□ **NON-BUILDABLE AREA**



REVISED
CITY OF REDMOND
MITIGATED DETERMINATION OF NONSIGNIFICANCE

Description of Proposal: DGA-91-007, BOYER REZONE.

Proposal is for a Development Guide Amendment and rezone of 11.6 acres from Ranch Estate to Suburban Residence. The proposal would allow up to 33 multi-family dwelling units including 4 moderate income units.
Proponent: Derus Development Company

Location of proposal, including street address, if any: Northeast corner of Bel-Red Road and West Lake Sammamish Parkway N.E. (Tax Lot 13, Section 13, Township 25, Range 5), within the City of Redmond.

Lead Agency: City of Redmond

The lead agency for this proposal has determined that it does not have a probable significant adverse impact on the environment. An environmental impact statement (EIS) is not required under RCW 43.21C.030(2)(c). This decision was made after review of a compiled environmental checklist and other information on file with the lead agency. This information is available to the public on request.

 There is no comment period for this DNS.

 X The DNS is issued under 197-11-340(2); the lead agency will not act on this proposal for 15 days from the date below. Comments must be submitted by September 14, 1993.

Required Mitigation See attached mitigation requirements.

Responsible Official/Position/Title: ROBERTA LEWANDOWSKI, Planning Director
Signature: *James L. Roberts* FOR Phone: 556-2447

Responsible Official/Position/Title: CAROL OSBORNE, Public Works Director
Signature: *Carol Osborne* Phone: 556-2705

Address: 15670 N.E. 85th Street/Redmond, WA. 98052 Date: August 30, 1993

 X You may appeal this determination to: Roberta Lewandowski, Planning Director
at: 15670 N.E. 85th Street/Redmond, WA. 98052
No later than (date) October 4, 1993
by (method): stating basis of appeal in writing

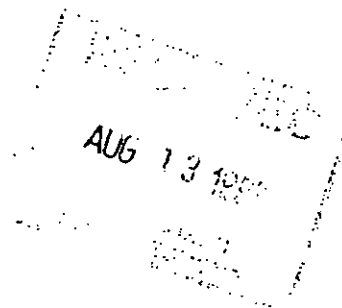
You should be prepared to make specific factual objections.

Contact Judd Black, Senior Planner, at 556-2426 to read or ask about the procedures for SEPA appeals.

THE CITY OF REDMOND
PLANNING DEPARTMENT



August 6, 1993



Mr. Steve Malsam
Derus Development Co.
18868 SE 42nd Street
Issaquah, WA. 98027

Subject: DGA91-0007; Boyer property
Location: East of intersection, West Lake Sammamish and Bel-Red Road

Dear Mr. Malsam:

The City of Redmond Technical Committee has reviewed your proposal for compliance with the Washington State Environmental Policy Act (SEPA) and to make a SEPA Threshold Determination. In accordance with Section 197-11-350(3) of the Washington Administrative Code, the following mitigating measure has been identified that would allow the City to issue a Determination of Non-Significance (DNS):

The applicant will agree to pay to the City of Redmond its proportionate share of cost (\$3,849) for the inter-section improvements at Bel-Red Road and NE 40th Street which is based on the traffic study prepared by the applicant's consultant.

Your proposal must be clarified or changed to include the above-mentioned measure in order for the DNS to be issued.

Please notify Judd Black, Senior Planner, at 556-2426 within twenty (20) days of your intention.

TABLE 4 (SUPPLEMENT)
CALCULATED PRO RATA SHARES OF STREET IMPROVEMENT PROJECTS
MARYMOOR MULTIFAMILY RESIDENTIAL DEVELOPMENT (DGA-91-0007)

1993 TIP # [1992 TIP #] (BROTS #)	PROJECT DESCRIPTION	EST. COST (\$1000'S)	FUTURE PM PEAK HR VOLUME	PROJECT PM PEAK HR VOLUME	PRO RATA SHARE	PRO RATA COST EST.
29 Units Net (33 units total - 4 low income units = 29 units net)						
48 [15]	(A-31) W. Lk. Samm., Bell-Red to 51st	4,600	2,053 ⁽¹⁾	7	0 ⁽⁴⁾	0
70 [48]	W. Lk. Samm., S. City Limits to Bel-Red	8,000	733 ⁽¹⁾	3 ⁽³⁾	0 ⁽⁴⁾	0
85 [67]	(A-50b) Bel-Red, 156th to 40th	6,300	1,535 ⁽¹⁾	9	0 ⁽⁴⁾	0
(A-62)	Bel-Red/N.E. 40th St	860	2,458 ⁽²⁾	11	0.0044752	3,849.00
					TOTAL	\$3,849.00

⁽¹⁾ Future volume per 4-29-92 conversation with Joanne Roche.

⁽²⁾ Future volume per 3-27-92 letter from City.

⁽³⁾ Weighted average volume = (2 trips x (2.01 miles) + 2 (.14) + 5 (.08) + 18 (.07))/2.30 miles = 3 trips.

⁽⁴⁾ No pro rata share required where less than 10 project trips.