

ORDINANCE NO. 1158

AN ORDINANCE OF THE CITY OF REDMOND, WASHINGTON, AMENDING THE OFFICIAL ZONING MAP OF THE CITY ADOPTED BY SECTION 20C.10.030 OF THE COMMUNITY DEVELOPMENT GUIDE BY ESTABLISHING MULTIPLE RESIDENCE DISTRICT R-30 AS THE ZONING CLASSIFICATION FOR CERTAIN PROPERTY RECENTLY ANNEXED TO THE CITY, COMMONLY KNOWN AS THE VENTURA PARTNERSHIP PROPERTY, CITY FILE NO. SPR-83-24, SUBJECT TO A BINDING SITE PLAN AND CONDITIONS CONTAINED IN A CONCOMITANT ZONING AGREEMENT.

WHEREAS, a public hearing was conducted by the City's Hearing Examiner for the purpose of considering the application of the Ventura Partnership for the rezone of the property described hereinafter which was recently annexed to the City, and

WHEREAS, at the conclusion of said hearing, the Hearing Examiner issued findings of fact and recommendations to the City Council which were considered by the City Council at its regular public meeting of October 18, 1983, and

WHEREAS, the City Council, following receipt of said findings and recommendations, has determined as follows:

1. That the proposed amendment to the City's Zoning Map, subject to the conditions contained in the proposed concomitant zoning agreement and subject to the proposed binding site plan, is consistent with the City's land use goals, policies and plans as set forth in the Redmond Community Development Guide;
2. That the proposed zoning change, as conditioned and restricted through the site plan and concomitant zoning agreement will be consistent with adjoining land uses, will not be materially detrimental to surrounding properties or uses and will be in furtherance of the public interest and general welfare;
3. That the findings and conclusions of the City's Hearing Examiner pro tem, dated September 22, 1983, as amended on October 7, 1983, should be, and hereby are adopted as the findings and conclusions of the City Council and are incorporated herein by this reference as if set forth in full,

now, therefore,

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

Section 1. The Official Zoning Map of the City of Redmond, Washington, adopted by Community Development Guide Section 20C.10.030 is hereby amended by revising the zoning classification of the real property described on Exhibit A, attached hereto and incorporated herein by this reference as if set forth in full, commonly known as the Ventura Partnership property, all of which is located within the City of Redmond, King County, Washington, to Multiple Residence District R-30, subject to all conditions contained in the concomitant zoning agreement, consisting of five pages, signed by William C. Summers on behalf of the Ventura Partnership on October 26, 1983. Development shall be in accord with the site plan consisting of one page, a copy of which is attached hereto as Exhibit B, consistent with subsequent revisions approved by the City's technical committee.

Section 2. The Mayor is hereby authorized to execute the above-referenced concomitant zoning agreement on behalf of the City and the City Clerk is directed to record said concomitant zoning agreement with the King County Department of Records and Elections as a covenant running with the land. The cost of recordation shall be paid by the applicant.

Section 3. The Director of Planning and Community Development is hereby instructed to effectuate the amendments to the Official Zoning Map of the City of Redmond necessary to comply with the zoning change made by this ordinance.

Section 4. This ordinance, being an exercise of a power specifically delegated to the City legislative body, is

not subject to referendum, and shall take effect five (5) days after its passage and publication by posting as provided by law.

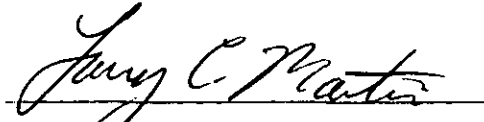
CITY OF REDMOND


MAYOR, CHRISTINE T. HIMES

ATTEST/AUTHENTICATED:


CITY CLERK, PAUL F. KUSAKABE

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY:

BY 

| | |
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| FILED WITH THE CITY CLERK: | November 1, 1983 |
| PASSED BY THE CITY COUNCIL: | November 1, 1983 |
| SIGNED BY THE MAYOR: | November 1, 1983 |
| POSTED: | November 3, 1983 |
| EFFECTIVE DATE: | November 8, 1983 |
| ORDINANCE NO. <u>1158</u> | |

Legal Description

EXHIBIT A

DESCRIPTION:PARCEL A: -

That portion of the Southeast 1/4 of the Southwest 1/4 of Section 7, Township 25 North, Range 6 East, W.M., described as follows:

Beginning at the South 1/4 corner of said Section 7;
 thence West along the South line of said Section 1,088.13 feet to the Northeasterly margin of State Road No.2;
 thence Northwesterly along said Northeasterly margin of said State Road, 77.34 feet, more or less, to the East margin of James Campbell Road No. 2712;
 thence Northerly along the East margin of said County Road 518.31 feet to a point 581.58 feet North of the South line of Section 7;
 thence East along a line 581.58 feet North of and Parallel with the South line of said Section 1,118.52 feet to the East line of said Southwest 1/4;
 thence South 581.58 feet to the true point of beginning;

ALSO:

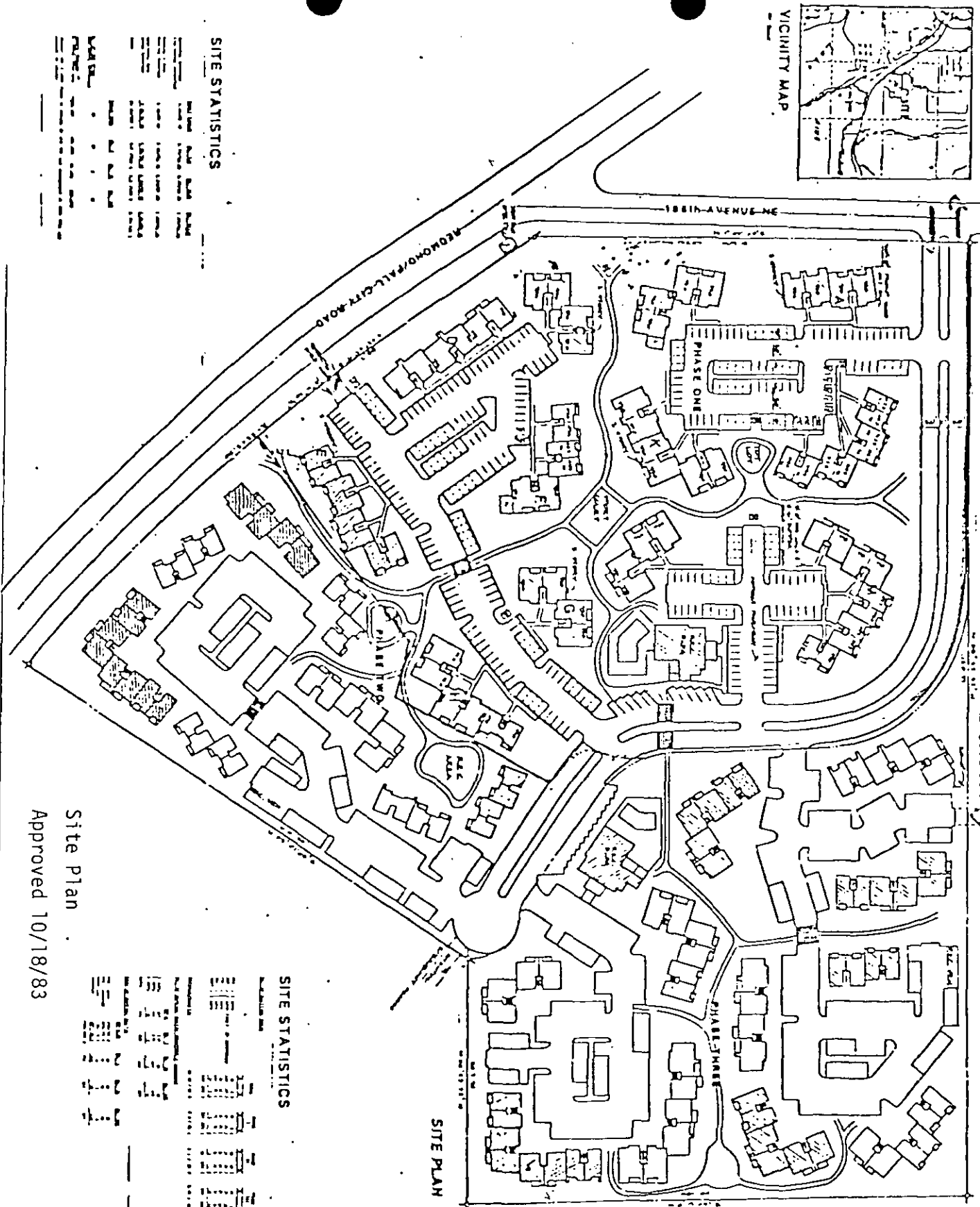
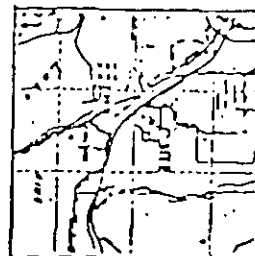
Beginning at the intersection of the North line of Government Lot 2 in Section 18, Township 25 North, Range 6 East, W.M., with the Northeasterly line of State Highway right of way and running thence along said North line North 89°50'15" East 221.0 feet;
 thence South 33°45'15" West 192.50 feet;
 thence Northwesterly along said right of way line 196.40 feet, more or less, to the true point of beginning;

PARCEL B:

That portion of Government Lot 2 in Section 18, Township 25 North, Range 6 East, W.M., described as follows:

Beginning at the Northeast corner of said Government Lot 2;
 thence South 89°50'15" West, along the Northerly line thereof, 287.92 feet to the true point of beginning of the tract herein described;
 thence continuing South 89°50'15" West, along said Northerly line 575.24 feet;
 thence South 33°45'15" West 231.47 feet to the Northeasterly margin of Primary State Highway No. 2 as conveyed to the State of Washington by deed bearing King County Recording No. 2427712;
 thence Southeasterly, along said margin 483.40 feet to a point which bears South 33°45'15" West from the true point of beginning;
 thence North 33°45'15" East 656.82 feet to the true point of beginning

ALL situate in the County of King, State of Washington.



SITE STATISTICS

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Site Plan

Approved 10/18/83



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| | | | <p>SITE PLAN STATISTICS</p> | <p>REDMOND MULTIFAMILY DEVELOPMENT</p> | | <p>The Ventura Partnership The Multifamily Group, Ltd. 855 106th Ave. NE Bellevue, Wa. 98004 206-471-1197</p> | |
|--|--|--|-----------------------------|--|--|---|--|

Nov 21 10 20 AM '83

FILED for Record at Request of

Name City of Redmond

Address 15670 N.E. 85th Street

Redmond, Wa. 98052

FILED

THE DIVISION OF
RECORDS & ELECTIONS
KING COUNTY

DEC 19 1983 11/21

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CONCOMITANT ZONING AGREEMENT

WHEREAS, the City of Redmond, Washington, a municipal corporation organized under the Optional Municipal Code of the State of Washington (the "City" herein), has authority to enact laws and enter into agreements to promote the health, safety, and general welfare of its citizens, and thereby control the use and development of property within its jurisdiction; and

WHEREAS, The Ventura Partnership, a Washington general partnership ("Ventura" herein), controls certain real property comprising approximately 19.25 acres legally described in Exhibit A, attached hereto and incorporated herein by this reference as if fully set forth (the "Property"); and

WHEREAS, the Property was annexed to the City on June 14, 1982, by City Ordinance No. 1064 along with 8.62 acres of abutting industrial land as part of the Morris-Lute Annexation, City File No. A-81-5; and

WHEREAS, upon annexation, the Property was temporarily zoned General (G) pursuant to Redmond Community Development Guide, Section 20C.10.040, until appropriate zoning could be imposed in conformance with the City's Goals, Policies and Plans; and

WHEREAS, prior to annexation, the Community Development Guide Land Use Plan Map designated the Property as Multiple

Residence, which provides for 20 to 30 dwelling units per acre; and

WHEREAS, Ventura desires to develop multi-family residential housing on the Property in phases at an overall density not to exceed 23.0 dwelling units per gross acre for the total 19.25 acres of the Property before subtracting the area having very severe development restrictions and the area of streets, roads, rights-of-way, and access easements; and

WHEREAS, Ventura has applied for a rezone of the Property from G to R-30; and

WHEREAS, the City, by appropriate proceedings, including issuance of a Draft and Final EIS, Technical Committee and Design Review Board review and approval, and a public hearing and recommendation of approval by the Hearing Examiner, has determined that R-30 zoning is consistent with its Goals, Policies and Plans, the Community Development Guide, and the health, safety, and general welfare of the community, and desires to impose R-30 zoning on the Property subject to the conditions offered by Ventura as hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties hereto agree as follows:

1. In the event the City shall by ordinance amend its official Zoning Map by classifying the Property as R-30 as defined in the Community Development Guide and said R-30 zoning for the Property shall remain in full force and effect for a minimum of two (2) years from the effective date of the rezone ordinance, without amendment or modification except as provided herein, to allow Ventura sufficient time to complete the phased development of the Property as provided herein, then Ventura, their assigns and successors in interest and

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the real property referred to in this Agreement shall be bound by the conditions contained herein.

2. Ventura agrees that multi-family development on the Property pursuant to such R-30 zoning shall not exceed an average density of 23.0 dwelling units per gross acre for the total site area (before subtracting the area having very severe development restrictions and the area of streets, roads, rights-of-way, and access easements), and shall comply with the site plan reviewed and approved by the Technical Committee and the Design Review Board. Modifications to the site plan may be made by Ventura from time to time upon review and approval by the Technical Committee; provided that development on the Property shall comply with the terms of this Agreement.

3. Building site coverage shall not exceed 25 percent, and total coverage by impervious surfaces (including building site coverage) shall not exceed 60 percent of the total site area of the Property. At least 40 percent of the Property shall remain or be developed in open space.

4. Buildings shall be setback a minimum of 20 feet from the northern and western boundaries of the Property to buffer the development on the Property from future proposed light industrial and business park uses to the north and west.

5. Ventura intends to develop the Property in a minimum of three phases. Development within each phase may exceed the density and site coverage limits set forth in paragraphs 2 and 3 herein; provided that the overall average density for the entire Property at full development does not exceed 23.0 dwelling units per gross acre for the total site

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area of 19.25 acres (before subtracting the area having very severe development restrictions and the area of streets, roads, rights-of-way, and access easements), the building site coverage for the entire Property at full development does not exceed 25 percent, the total coverage by impervious surfaces for the entire Property at full development (including building site coverage) does not exceed 60 percent, and at least 40 percent of open space is provided.

6. Any amendments or modifications of this Agreement shall be valid only if mutually agreed upon in writing by the City and Ventura (including heirs, assignees, or successors to Ventura) and recorded with the King County Department of Records and Elections.

7. The City may, at its discretion, bring a lawsuit to compel specific performance of the terms and conditions of this Agreement.

8. Nothing contained in this Agreement shall be construed as limiting or otherwise restricting the police powers of the City.

9. In the event that any term or clause of this Agreement conflicts with applicable law, such conflicts shall not affect the other terms of this Agreement which can be given effect without the conflicting term or clause, and to this end the terms of this Agreement are declared to be severable.

10. This Agreement shall be binding upon and inure to the benefit of the parties hereto, including their heirs, assignees, grantees, and successors, including the City and its legislative body, notwithstanding any change in the membership of that body. This Agreement shall be recorded

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with the King County Department of Records and Elections. The costs of recording shall be borne by Ventura. The agreements contained herein are intended to be and shall be deemed covenants running with the land.

DATED this 1ST day of November, 1983.

THE CITY OF REDMOND

By Christine T. Henner
Its Mayor

Attest:

Paul F. Kusakabe
City Clerk, Paul F. Kusakabe

VENTURA PARTNERSHIP

By William C. Summers
William C. Summers
Its General Partner

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

THIS CERTIFIES that on this 26th day of October, 1983 personally appeared before me, the undersigned, a Notary public in and for the said County and State, the within named _____

William C. Summers known to me to be the person named in and who executed the foregoing instrument and acknowledged to me that he he/she executed said instrument freely and voluntarily for the purposes and uses therein mentioned.

Terese G. Burns
Notary public in and for the State of Washington residing in Bothell

Legal Description

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 Road No. 2712;
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 the South line of said Section 1,118.52 feet to the East line of
 said Southwest 1/4;
 thence South 581.58 feet to the true point of beginning;

ALSO:

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ALL situate in the County of King, State of Washington.

PORTIONS OF THIS DOCUMENT FOR QUALITY FOR FRESH

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