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LCI/naa

ORDINANCE NO. 1264

AN ORDINANCE OF THE CITY OF REDMOND, WASHINGTON, AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF REDMOND AS ADOPTED BY SECTION 20C.10.030 OF THE REDMOND MUNICIPAL CODE AND COMMUNITY DEVELOPMENT GUIDE, CITY FILE NO. ZMA-85-3, BY ESTABLISHING ZONING PURSUANT TO A CONCOMITANT AGREEMENT ON PROPERTY NEWLY ANNEXED TO THE CITY, COMMONLY KNOWN AS THE WEST/WHITE ANNEXATION, CITY FILE NO. A-84-2; AND ESTABLISHING AN EFFECTIVE DATE.

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WHEREAS, on June 19, 1985, the Hearing Examiner for the City of Redmond, Washington, conducted a public hearing upon the request of the City to establish zoning for territory recently annexed to the City, City file no. ZMA-85-3, commonly known as the West/White Annexation, City file no. A-84-2, and more particularly described hereinafter, and

WHEREAS, after the conclusion of said hearing the Hearing Examiner issued his written findings of fact, conclusions and recommendations that the subject territory be zoned Multiple Residence (R-20), with a concomitant agreement limiting the site to Urban Residence (R-12) development standards pursuant to Section 20C.10.130 and .140 of the Redmond Municipal Code and Community Development Guide, and

WHEREAS, at its meeting of August 6, 1985, the City Council considered the findings, conclusions and recommendations of the Hearing Examiner and determined that the property should be zoned as recommended, and

WHEREAS, the City Council specifically finds that a concomitant zoning agreement is necessary in connection with the establishment of zoning of the property described in this ordinance to protect the public health, safety and general community welfare, now, therefore,

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

Section 1. The Official Zoning Map adopted by Section 20C.10.030 of the Redmond Municipal Code and Community Development Guide is hereby amended to change the land use designation from General District (G) to Multiple Residence (R-

20) zoning, with a concomitant agreement limiting the site to Urban Residence (R-12) development standards on the property recently annexed to the City, commonly known as the West/White Annexation, City file no. A-85-3, legally described in Exhibit "A" attached hereto and incorporated by this reference as if set forth in full.

Section 2. The written findings and conclusions of the Hearing Examiner, City file no. ZMA-85-3, are hereby adopted by the City Council as the basis for the zoning map change effectuated by this ordinance.

Section 3. The Director of Planning and Community Development is hereby instructed to effectuate the changes to the official zoning map in accordance with Section 1 of this ordinance.

Section 4. The Mayor is hereby authorized to execute and the City Clerk to attest to that certain document entitled "Concomitant Zoning Agreement for West Rezone" attached hereto as Exhibit B and incorporated 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 Auditor as a covenant running with the land. The cost of said recordation shall be paid by the Owners in accord with the terms of the Concomitant Zoning Agreement.

Section 5. 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 of it or a summary as provided by law.

APPROVED:

  
MAYOR, DOREEN MARCHIONE

ATTEST/AUTHENTICATED:

  
CITY CLERK, DORIS A. SCHAIBLE

APPROVED AS TO FORM:  
OFFICE OF THE CITY ATTORNEY:

BY Jerry C. Martin

FILED WITH THE CITY CLERK: August 13, 1985  
PASSED BY THE CITY COUNCIL: August 20, 1985  
SIGNED BY THE MAYOR: August 20, 1985  
PUBLISHED: August 28, 1985  
EFFECTIVE DATE: September 3, 1985  
ORDINANCE NO. 1264

EXHIBIT A

That portion of the Northeast quarter of the Southeast quarter and the Southeast quarter of the Northeast quarter of Section 1, Township 25 North, Range 5 East, W.M., in King County, Washington, more particularly described as follows:

Beginning at the East quarter of said section; thence North  $0^{\circ}39'55''$  East along the East line of said section, a distance of 102.37 feet; thence South  $38^{\circ}48'05''$  West, a distance of 49.50 feet; thence North  $51^{\circ}11'55''$  West, a distance of 19.43 feet to a point on the Westerly line of the county road known as Avondale Road NE (county road No. 1354), said point being the True Point of Beginning of this description. Thence along said westerly line of said right of way South  $38^{\circ}48'05''$  West, a distance of 200.00 feet to a point. Said point being the Northeast corner of that parcel of land conveyed to Francis L. and Idonna Fraser by deed recorded under Recording No. 7811200187; thence continuing South  $38^{\circ}48'05''$  West, a distance of 300 feet; thence North  $51^{\circ}11'55''$  West, a distance of 93.00 feet; thence North  $38^{\circ}48'05''$  East, a distance of 135 feet; thence North  $51^{\circ}11'55''$  West, a distance of 160 feet; thence North  $38^{\circ}48'05''$  East, a distance of 165 feet; thence North  $51^{\circ}11'55''$  West, a distance of 655.00 feet; thence North  $38^{\circ}48'05''$  East, a distance of 300.00 feet; thence South  $51^{\circ}11'55''$  East, a distance of 855 feet, plus or minus, to the Northeasterly corner of that certain parcel of land conveyed to William C. Dimes and Ludie M. Dimes by deed recorded under Recording No. 7110140474. Said Point also lies on the Westerly right of way line of 180th Ave. NE; thence South  $01^{\circ}11'40''$  East along said right of way line to its intersection with Northwesterly right of way line of Avondale Road NE; thence South  $38^{\circ}48'05''$  West along said Avondale Road NE, a distance of 39.72 feet to a point; said point being the true point of beginning.

This property is located on Avondale Road N.E. from N. E. 90th to 180th Avenue N. E.

EXHIBIT B

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5/21/85na

CONCOMITANT ZONING AGREEMENT FOR  
WEST REZONE

WHEREAS, the City of Redmond, Washington, hereinafter referred to as "the City", a noncharter code city, has the authority under the laws of the State of Washington (Chapter 35A.63 RCW and Article 11, Section 11 of the Washington State Constitution) to enact laws and enter into agreements to promote the health, safety and welfare of its citizens and thereby control the use and development of property within its jurisdiction, and

WHEREAS, Richard West, David Meyers and George White, 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 have applied for a rezone of such property, and

WHEREAS, the City Council has authorized preparation of an ordinance reclassifying said property from G (General District) to R-20 (Multiple Residence District - 20 units per acre) subject to certain conditions agreed to by the Owner, and

WHEREAS, the City, pursuant to RCW 43.21C of the State Environmental Policy Act desires to mitigate any

adverse impacts which might result because of the proposed reclassification, and

WHEREAS, the Owners have indicated a willingness to cooperate with the City, its Planning Commission and Planning Department and the Redmond City Council to ensure compliance with all local and state regulations relating to the use and development of the subject property, and

In the event the property described on Exhibit A attached hereto, situated in the City of Redmond, County of King, State of Washington, is reclassified from G (General District) to R-20 (Multiple Residence District - 20 units per acre) the Owners hereby covenant and agree as follows:

1. General Conditions. The development of the subject property shall be subject to the terms of this Concomitant Zoning Agreement and all rules, regulations, ordinances and policies of the City of Redmond.

2. Land Uses Limited. The development of the subject property shall be limited to those land uses permitted in an R-12 District (Urban Residence District, 12 dwellings per acre), and shall comply with all site requirements for such district.

3. Dedication of Land for Road Purposes. Within 30 days from the date of passage of an ordinance reclassifying the subject property from G to R-20, the Owners shall dedicate to the City for road purposes a 12-foot wide portion of the property fronting Avondale Road, such property to be

dedicated is more particularly described in Exhibit B attached hereto and by this reference incorporated in full.

4. Utility Easement. The Owners shall grant to the City a 10-foot wide easement as approved by the City Attorney for utility purposes, and such easement shall be immediately adjacent to the land described in paragraph 3, and is more particularly described in Exhibit C attached hereto and by this reference incorporated in full.

5. Binding Effect. This Agreement shall be filed and recorded with the King County Auditor and shall be a covenant running with the land described on Exhibit A attached hereto and incorporated herein by reference as if set forth in full, and shall be binding upon the Owners, their successors in interest and assigns.

6. Payment of Costs and Recording Fees. The Owner agrees 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.

7. Police Power. Nothing in this Agreement shall be construed to restrict the authority of the City to exercise its police powers.

8. 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 if the City

prevails in such action, it shall be entitled to recover all costs of enforcement, including reasonable attorney's fees.

9. 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 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 for further review and imposition of appropriate conditions to ensure that the purposes for which this Agreement is entered into are in fact accomplished and the impacts of the proposed development are mitigated.

DATED this \_\_\_\_ day of \_\_\_\_\_, 1985.

OWNERS

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Accepted by the City of Redmond

By \_\_\_\_\_  
Mayor, Doreen Marchione





STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KING )

On this \_\_\_\_\_ day of \_\_\_\_\_, 1985, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared George White to me known to be the Owner who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed for the purposes therein mentioned.

GIVEN under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 1985.

\_\_\_\_\_  
NOTARY PUBLIC in and for the  
State of Washington, residing  
at \_\_\_\_\_

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CONCOMITANT ZONING AGREEMENT FOR  
WEST REZONE

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FILED for Record at Request of  
Name Redmond Planning Dept.  
Address 15670 NE 85th St.  
Redmond WA 98052

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adverse impacts which might result because of the proposed reclassification, and

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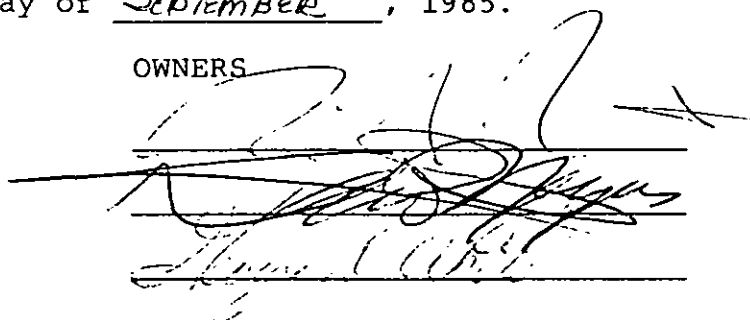
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DATED this 30th day of SEPTEMBER, 1985.

OWNERS

Handwritten signatures of the owners, including a large signature at the top and several others below, all written over horizontal lines.

Accepted by the City of Redmond

By Doreen Marchione  
Mayor, Doreen Marchione







That portion of the Northeast quarter of the Southeast quarter and the Southeast quarter of the Northeast quarter of Section 1, Township 25 North, Range 5 East, W.M., in King County, Washington, more particularly described as follows:

Beginning at the East quarter of said section; thence North  $0^{\circ}39'55''$  East along the East line of said section, a distance of 102.37 feet; thence South  $38^{\circ}48'05''$  West, a distance of 49.50 feet; thence North  $51^{\circ}11'55''$  West, a distance of 19.43 feet to a point on the Westerly line of the county road known as Avondale Road NE (county road No. 1354), said point being the True Point of Beginning of this description. Thence along said westerly line of said right of way South  $38^{\circ}48'05''$  West, a distance of 200.00 feet to a point. Said point being the Northeast corner of that parcel of land conveyed to Francis L. and Idonna Fraser by deed recorded under Recording No. 7811200187; thence continuing South  $38^{\circ}48'05''$  West, a distance of 300 feet; thence North  $51^{\circ}11'55''$  West, a distance of 93.00 feet; thence North  $38^{\circ}48'05''$  East, a distance of 135 feet; thence North  $51^{\circ}11'55''$  West, a distance of 160 feet; thence North  $38^{\circ}48'05''$  East, a distance of 165 feet; thence North  $51^{\circ}11'55''$  West, a distance of 655.00 feet; thence North  $38^{\circ}48'05''$  East, a distance of 300.00 feet; thence South  $51^{\circ}11'55''$  East, a distance of 855 feet, plus or minus, to the Northeasterly corner of that certain parcel of land conveyed to William C. Dimes and Ludie M. Dimes by deed recorded under Recording No. 7110140474. Said Point also lies on the Westerly right of way line of 180th Ave. NE; thence South  $01^{\circ}11'40''$  East along said right of way line to its intersection with Northwesterly right of way line of Avondale Road NE; thence South  $38^{\circ}48'05''$  West along said Avondale Road NE, a distance of 39.72 feet to a point; said point being the true point of beginning.

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