

0020.15087
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02/25/86
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ORIGINAL

ORDINANCE NO. 1313

AN ORDINANCE OF THE CITY OF REDMOND, WASHINGTON, AMENDING THE LAND USE PLAN AND PLAN MAP ADOPTED BY SECTION 20B.90.040 OF THE REDMOND MUNICIPAL CODE AND COMMUNITY DEVELOPMENT GUIDE; AMENDING THE OFFICIAL ZONING MAP ADOPTED BY SECTION 20C.10.030 OF THE REDMOND MUNICIPAL CODE AND COMMUNITY DEVELOPMENT GUIDE PURSUANT TO A CONCOMITANT AGREEMENT, TO ALLOW THE DEVELOPMENT OF A REGIONAL AUTO SALES CENTER; TO AMEND THE PERMITTED LAND USE CHART AS INCORPORATED BY SECTION 20C.10.240(05) OF THE REDMOND MUNICIPAL CODE AND COMMUNITY DEVELOPMENT GUIDE, DGA-85-10 AND ZMA-85-4, AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, on December 4 and 18, 1985, the Planning Commission conducted a public hearing upon the request of the Rainier Fund, Inc. to amend the City of Redmond Land Use Plan, Zoning Map and Permitted Land Use Chart to allow development of a regional automobile sales center, commonly known as Redmond Auto Plaza, DGA-85-10 and ZMA-85-4, and more particularly described hereinafter, and

WHEREAS, the Technical Committee of the City of Redmond has previously considered the applications for amendments, and recommended the amendments with certain conditions, and

WHEREAS, the Planning Commission recommended denial of the application, and

WHEREAS, at its meeting of January 21, 1986, the City Council considered the findings, conclusions and recommendations of the Technical Committee and the recommendation of the Planning Commission, and after considering the matter fully, approved the amendments with certain conditions, and

WHEREAS, such amendments are in conformance with Title 20B.00.000 of the Redmond Municipal Code and Community Development Guide, "Goals, Policies and Plans", 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 Land Use Plan and Land Use Plan Map adopted by section 20B.90.040 of the Redmond Municipal code and Community Development Guide is hereby amended to change the designation of that certain property described in Exhibit A, attached hereto and hereby incorporated in full by this reference, from Land Use Plan designation "Business Park" to Land Use Plan designation "Business".

Section 2. 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 property described in Exhibit A from a Business Park (BP) district to a General Commerce (GC) district, with the execution of a concomitant containing the following conditions:

- a. The subject property shall be used as an automobile sales center;
- b. Automotive services, parts sales, gas stations, bank and savings and loan institutions shall be located in the central or eastern portion of the site (Lots 6,7,8,9,10,11,12 and 13). These uses shall not be near any proposed entrance on Avondale Road or Redmond Way. A maximum of 15 percent (15%) of the developable square footage may be devoted to uses other than automobile sales. NOTE: Lot 13 may be used only if it has one driveway cut which is shared with lot 12 on their common property line;
- c. Restaurants shall be of a sit-down type with no drive-in service and may be freestanding. Freestanding restaurants are allowed anywhere on the site;
- d. All lots are subject to the site requirements of the Business Park Zone, including but not limited to landscaping, parking, setbacks and lot coverage.
- e. All lots shall be subject to a mandatory sign program which shall be approved prior to approval of a site plan for any portion of the development.

Section 3. The written findings and conclusions of the Technical Committee, City File No. DGA-85-10, dated December 4, 1985, are hereby adopted by the City Council as the basis for the Land Use Plan and Zoning Map change effectuated by this ordinance.

Section 4. The Director of Planning and Community Development is hereby instructed to effectuate the changes to the

Land Use Plan and Zoning Map in accordance with Sections 1 and 2 of this ordinance.

Section 5. The Mayor is hereby authorized to execute and the City Clerk to attest to that certain document entitled "Concomitant Zoning Agreement For Redmond Auto Plaza" 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 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 6. The Permitted Land Use Chart, as incorporated by Redmond Municipal Code and Community Development Guide section 20C.10.240(05) is hereby amended by adding a category "Banks and Savings and Loan Institutes" under the heading "Services", and showing it as a permitted use (P) in the General Commerce (GC), Professional Office (PO), Commercial Office (CO), and Central Business (CB) districts, and deleting those uses from the category where they were previously located.

Section 7. 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 publication in the City's official newspaper of the summary thereof attached hereto and which is hereby approved.

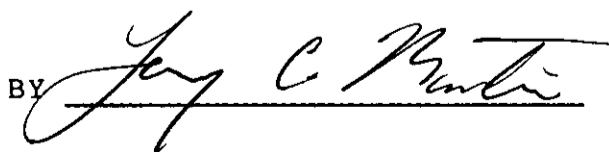
APPROVED:


MAYOR, DOREEN MARCHIONE

ATTEST/AUTHENTICATED:

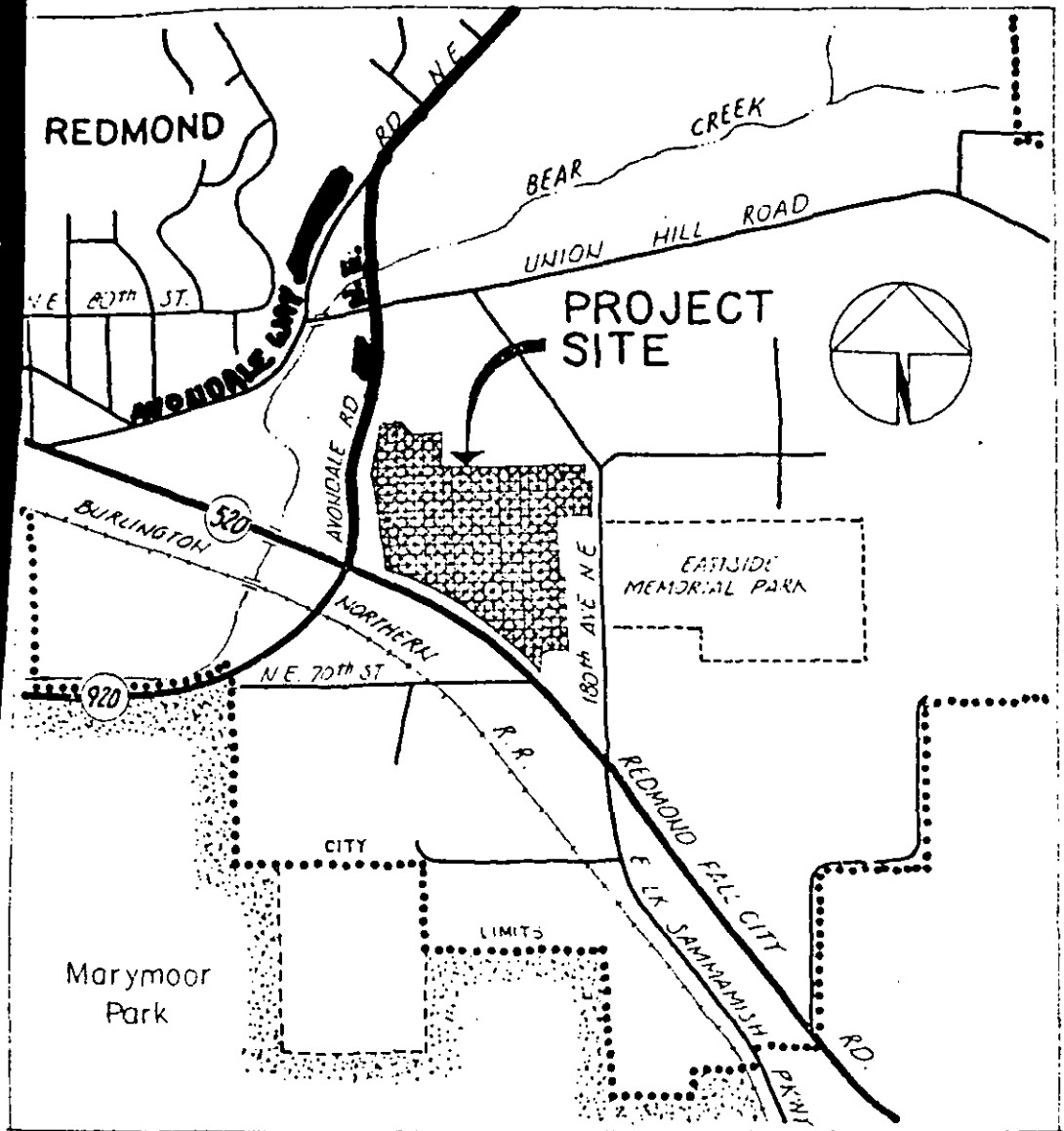

CITY CLERK, DORIS A. SCHAIBLE

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY:

BY 

FILED WITH THE CITY CLERK: March 24, 1986
PASSED BY THE CITY COUNCIL: April 15, 1986
PUBLISHED: April 20, 1986
EFFECTIVE DATE: April 25, 1986
ORDINANCE NO. 1313.

EXHIBIT A



VICINITY MAP 1" = 1/4 mile

LEGAL DESCRIPTION

REDMOND AUTO PLAZA

OF SHORT PLAT NO. 82-10, ACCORDING TO THE SHORT PLAT SURVEY RECORDED



VICINITY MAP 1" = 1/4 mile

235 244

EXHIBIT A (PG 2)

LEGAL DESCRIPTION:

REDMOND AUTO PLAZA

LOT 2 OF SHORT PLAT NO. 82-10, ACCORDING TO THE SHORT PLAT SURVEY RECORDED UNDER KING COUNTY RECORDING NO. 8206220635, AND REVISED UNDER RECORDING NO. 8306080779.

TOGETHER WITH THAT PORTION OF LOT 3 OF SAID SHORT PLAT NO. 82-10, SAID PORTION BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 3;
THENCE ALONG THE WEST LINE OF SAID LOT 3 N03°57'39"W 65.56 FEET;
THENCE CONTINUING ALONG SAID WEST LINE N08°46'16"E 250.99 FEET;
THENCE PARALLEL WITH THE SOUTH LINE OF SAID LOT 3 S88°33'31"E 405.34 FEET;
THENCE S01°26'29"W 314.21 FEET TO SAID SOUTH LINE;
THENCE ALONG SAID SOUTH LINE N88°33'31"W 431.19 FEET TO THE POINT OF BEGINNING.

SITUATE IN THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 25 NORTH, RANGE 5 EAST, W.M., KING COUNTY, WASHINGTON.

NOTES:

- DEVELOPER: THE RAINIER FUND (643-1010)
12400 S.E. 38TH STREET
BELLEVUE, WA 98006
- ENGINEER: STEPAN & ASSOCIATES, INC. (682-4771)
33505 13TH PLACE S.
FEDERAL WAY, WA 98003
- ARCHITECT: LANCE MUELLER & ASSOCIATES (325-2553)
130 LAKESIDE
SEATTLE, WA 98122
- LANDSCAPE ARCHITECT: EARTH ENTERPRISES (282-5454)
300 ELLIOT AVE. W., #220
SEATTLE, WA 98119
- DEVELOPMENT CONSULTANT: THE SAYERS ASSOCIATES (324-2099)
1133 37TH AVENUE
SEATTLE, WA 98122
- EXISTING ZONING CLASSIFICATION: BUSINESS PARK
- PROPOSED ZONING CHANGES: GENERAL COMMERCE

REDMOND AUTO PLAZA

ASSOCIATES, INC.

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EXHIBIT B

CONCOMITANT ZONING AGREEMENT
FOR
REDMOND AUTO CENTER 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 (RCW Chapter 35A.63 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, the Rainier Fund, Inc., hereinafter referred to as "the Owner", is the owner 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 has applied for a rezone of such property, and

WHEREAS, the City Council has authorized preparation of an ordinance reclassifying said property from Business Park (BP) to General Commerce (GC), subject to certain conditions agreed to by the Owner, and

WHEREAS, the City Council, pursuant to RCW Chapter 43.21C, the State Environmental Policy Act, desires to mitigate any adverse impacts which might result because of the proposed reclassification, and

WHEREAS, impacts of the proposed use of the land as a regional auto sales center, together with the accessories thereto are unique and existing City zoning classifications do not adequately address such a use, without certain conditions, and

WHEREAS, the Owner has indicated a willingness to cooperate with the City to ensure compliance with all local and State regulations relating to the use and development of the subject property, now, therefore,

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 Business Park (BP) to General Commerce (GC), the Owner hereby covenants and agrees 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 Use Limited. The subject property shall be used as an automobile sales center.

3. Location of Accessory Uses. Automotive services, parts sales, gas stations, bank and savings and loan institutions shall be located in the central or eastern portion of the site (Lots 6,7,8,9,10,11,12 and 13). These uses shall not be near any proposed entrance on Avondale Road or Redmond Way. A maximum of 15 percent (15%) of the developable square footage may be devoted to uses other than automobile sales. NOTE: Lot 13 may be used only if it has one driveway cut which is shared with lot 12 on their common property line.

4. Restaurants. Restaurants shall be of a sit-down type with no drive-in service and may be freestanding. Freestanding restaurants are allowed anywhere on the site.

5. Business Park Zone Site Requirements. All lots are subject to the site requirements of the Business Park (BP) zone, including, but not limited to landscaping, parking, setbacks, and lot coverage.

6. Sign Program. All lots shall be subject to a mandatory sign program which shall be approved prior to approval of a site plan for any portion of the development.

7. 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 Owner, its successors in interest and assigns.

8. 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 attorneys' fees.

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

10. 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 attorneys' fees.

11. 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 _____, 1986.

OWNERS

Accepted by the City of Redmond

By _____
MAYOR, DOREEN MARCHIONE

ATTEST:

By _____
CITY CLERK, DORIS A. SCHAIBLE

APPROVED AS TO FORM
OFFICE OF THE CITY ATTORNEY

By _____

