

Return Address:

City of Redmond
 Attn: Sarah Stiteler
 15670 NE 85th Street
 Redmond, WA 98052



20091221001070

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 PAGE-001 OF 005
 12/21/2009 14:21
 KING COUNTY, WA

Please print or type information **WASHINGTON STATE RECORDER'S Cover Sheet** (RCW 65.04)

Document Title(s) (or transactions contained therein): (all areas applicable to your document must be filled in)

1. Development Agreement
2. _____
3. _____
4. _____

Reference Number(s) of Documents assigned or released:

Additional reference #'s on page _____ of document

Grantor(s) Exactly as name(s) appear on document

1. City of Redmond
2. _____

Additional names on page _____ of document.

Grantee(s) Exactly as name(s) appear on document

1. Jill Richardson
2. _____

Additional names on page _____ of document.

Legal description (abbreviated: i.e. lot, block, plat or section, township, range)

Sec 11, Twn 25, R 5E

Additional legal is on page _____ of document.

Assessor's Property Tax Parcel/Account Number

112505-9050-03

☐ Assessor Tax # not yet assigned

The Auditor/Recorder will rely on the information provided on this form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

"I am signing below and paying an additional \$50 recording fee (as provided in RCW 36.18.010 and referred to as an emergency nonstandard document), because this document does not meet margin and formatting requirements. Furthermore, I hereby understand that the recording process may cover up or otherwise obscure some part of the text of the original document as a result of this request."

 Signature of Requesting Party

Note to submitter: Do not sign above nor pay additional \$50 fee if the document meets margin/formatting requirements

**DEVELOPMENT AGREEMENT BETWEEN THE CITY OF REDMOND AND JILL
RICHARDSON FOR DEVELOPMENT OF THE PROPERTY LOCATED AT 7505 WEST LAKE
SAMMAMISH PARKWAY NORTHEAST**

Pursuant to the authority granted by RCW 36.70B.170 through .210, the City of Redmond, a Washington Optional Municipal Code City ("City"), and Jill Richardson, ("Owner") the owner of real property located at 7505 West Lake Sammamish Parkway NE, Redmond, Washington and as legally described below, enter into the following agreement ("Development Agreement") to govern the development and land uses associated with the development of said property through construction of buildings and related improvements. The City and the Owner are sometimes collectively referred to as the "Parties" and individually as the "Party."

A development agreement between the City and the Owner is a collaboration that will provide mutual benefit to the Parties by designating the property for General Commercial land use and zoning which will allow a mixed-use residential and commercial project. The development of housing on the site will provide additional opportunities to reside close to transit and services; other commercial services on site will create new business opportunities in the City adjacent to Downtown. Further, a mixed-use residential and commercial development in this location will assist in providing a transition in land use between the Grass Lawn and Downtown neighborhoods.

Through this Agreement, the Parties desire to establish provisions for the future development of the property as outlined herein.

1. Location and Legal Description.

The Richardson property consists of approximately 0.66 acres located at 7505 West Lake Sammamish Parkway NE near the intersection of Old Redmond Road and West Lake Sammamish Parkway NE, in Redmond, King County, Washington (the "Property"). The legal description of the property upon which subsequent land uses will be developed and which is covered by this Development Agreement is as follows:

THAT PORTION OF THE NORTH 165 FEET OF THE EAST 660 FEET OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 25 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON, LYING EASTERLY OF COUNTY ROAD NUMBER 850 AND LYING SOUTHWESTERLY OF WEST LAKE SAMMAMISH BOULEVARD; ALSO KNOWN AS COUNTY ROAD NO.1309;

EXCEPT THAT PORTION THEREOF CONVEYED TO THE STATE OF WASHINGTON FOR STATE HIGHWAY NO. 520 BY DEED DATED DECEMBER 13, 1972 AND RECORDED UNDER RECORDING NUMBER 7302270142, IN KING COUNTY, WASHINGTON.

2. Richardson Property Development.

The Richardson Development (the "Project") is planned as a residential mixed-use project that combines residences with limited service uses within the General Commercial zone, and as listed in Redmond Community Development Guide (RCDG) Section 20C.50.20-030, Commercial Zones Permitted Land Uses Chart. The Development Agreement identifies the specific land uses to be allowed on the site and other requirements regarding the subsequent development of the site, and which are set forth in this Agreement.

3. Mixed Use Development.

Any development on the site shall be of a mixed commercial/multi-family residential character. All allowed uses must meet the requirements of the General Commercial (GC) zone, and shall meet all other requirements of the Redmond Community Development Guide.

4. Allowed Uses.

The land uses allowed on the property shall be limited to the following uses:

(See RCDG 20C.50.20-030, Commercial Zones Permitted Land Uses Chart).

Uses:

Residential Multi-Family
Commercial/Industrial Photography, Cinematography (no on-site hazardous waste storage and treatment)
Finance, Insurance and Real Estate, Title Offices, Real Estate Sales and Brokerage
Business Services: Computer Rentals, Mailing Centers, Copy, Fax, Telework Centers
Professional Services: Physicians, Out-Patient Clinics, Dentists, Social Services, Architects, Engineers, Accountants, Attorneys
Eating and Drinking Establishments (sit-down and/or carry-out) (No drive-through)
Bakeries, Coffee Shop, Florists and similar retail uses
Personal Services: Laundry and Dry Cleaning, Barber and Beauty Salons

5. Business Hours of Operation.

Hours of operation for any business use on the site shall not exceed 16 hours per day, concluding at 10:00 p.m.

6. Lighting.

All lighting on the site shall be shielded and/or reflected downward and back onto the site so as to minimize glare and lighting impacts on adjacent properties.

7. Parking.

The number of parking spaces on the property shall conform to the requirements of the General Commercial zone for both business and residential uses.

8. Recording: Assignment.

This Development Agreement shall be recorded with the Real Property Records Division of the King County Records and Elections Department. This Development Agreement shall bind and inure to the benefit of the parties and their successors in interest, and may be assigned to any successor in interest. All costs of recording this Agreement shall be paid by the Owner.

9. Modification.

This Development Agreement may be modified only with the agreement of the Redmond City Council and the Owner or her successors and assigns.

10. Reservation of Authority.

Pursuant to RCW 36.70B.170(4), the City reserves authority to impose new or different regulations on the Richardson Development and the Richardson Property to the extent required by a serious threat to public health and safety.

11. Severability.

If any provision of this Development Agreement is determined to be invalid or unenforceable by a court of competent jurisdiction, such determination shall not affect the validity or enforceability of any other provision.

12. Entire Agreement.

This Development Agreement and its exhibits contain the entire agreement and understanding between the parties concerning the Richardson Development and supersedes any and all prior verbal statements and understandings.

Agreed this 17th of December, 2009.

IN WITNESS THEREOF, the Parties have executed this Agreement on the date first set forth above.

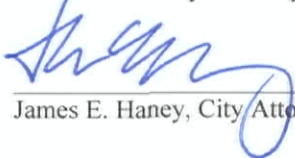
CITY OF REDMOND:


John Marchione, Mayor


Jill Richardson, Owner

ATTEST/AUTHENTICATED:

Approved as to form:
Office of the City Attorney



James E. Haney, City Attorney

STATE OF WASHINGTON)
) ss
COUNTY OF KING)

I certify that I know or have satisfactory evidence that **John Marchione** is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument, and acknowledged it as the **Mayor of the City of Redmond** to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this 17th day of December, 2009.



2009-12-17
Date

Signature

PAUL J WHITE
Print Name
Notary public in and for the state of Washington

Residing at UNIVERSITY PLACE

My Commission expires 2013-02-04

STATE OF WASHINGTON)
)
COUNTY OF KING) SS

I certify that I know or have satisfactory evidence that **Jill Richardson** is the person who appeared before me, and said person acknowledged that said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument, and acknowledged it the **Property Owner** to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this 17th day of December, 2009.



12/17/09
Date

Elizabeth M. McAnlis
Signature

Elizabeth M. McAnlis
Print Name
Notary public in and for the state of Washington

Residing at Redmond, WA

My Commission expires 1/22/12