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PAGE 001 OF 008  
04/28/2004 14:39  
KING COUNTY, WA

**CONCOMITANT AGREEMENT  
FOR SEQUOIA ESTATES REZONE  
(formerly Twin Firs)  
FILE DGA 01-008**

WHEREAS, the undersigned owner, 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

WHEREAS, the Owner has requested approval of an amendment to the City of Redmond's Official Zoning Map in order to change the zoning designation of the property from Moderate Density Residential (R-12) to Moderate Density Residential with Conditions (R-18/C), and

WHEREAS, the City Council on July 16, 2002 voted to approve the Hearing Examiner's recommendation to deny the rezone request and remand the application back to the Planning Department for development of a concomitant agreement, and,

WHEREAS, the concomitant zoning agreement represents the document requested by the City Council to address the issues of potential negative effects of the proposed higher zoning on the surrounding area and provides the additional authority for those concerns to be met in the development process, and

WHEREAS, the requested zoning map amendment shall be subject to the conditions of the concomitant zoning agreement by the Owner and the City of Redmond, binding the property to the conditions of approval, and,

WHEREAS, the Owner has 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 zoning map amendment request by the Owner, the Owner hereby covenants and agrees, and the City accepts such covenant and agreement by Owner as compliance with the conditions of approval as follows:

1. Warranty of Title. The Owner warrants that he has 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 he is authorized to execute this Agreement and to bind said property to the terms and conditions hereof.
2. Residential Development. Any development on the site shall be of a residential character. Residential density on the site shall be limited to no more than eighteen units per gross acre using the calculation method as set forth in 20C.30.25-030 of the Redmond Community Development Guide, which would permit 20 units maximum on this site.

3. Limited Uses. Except as provided in this Agreement, the uses allowed on the site shall be those authorized by the Redmond Community Development Guide for the Moderate Density Residential District (R-12) at the time of development.

4. Other Development Restrictions. The subsequent development on site shall comply with the development standards set forth in the Redmond Community Development Guide, including the Design Guidelines, Noise Ordinance, Landscaping and Parking regulations, etc. which are in place at the time of development. The following additional development restrictions shall apply to any construction on the site, notwithstanding any contrary provision of the Redmond Community Development Guide:

TYPE OF DEVELOPMENT RESTRICTION	RESTRICTION IMPOSED
Allowed Density	Not more than eighteen units per gross acre.
Other Site Requirements	Site development shall be in accordance with the Site Requirements of the R-12 zone that are presented in the Site Requirements Chart of the current Redmond Community Development Guide.
Parking	There shall be a minimum of 20 covered parking stalls provided. Parking stalls shall be grouped such that no more than five open parking stalls shall occur without separation from other stalls by either a planting island or a building. Surface parking will be sited so that it can be screened from view along Avondale Road and from the neighboring properties.
Useable Open Space	At least 100 square feet of common useable open space shall be provided for each unit; along with 50 square feet of private open space for balconies, or 80 square feet of private open space for patios. Common and private open space shall meet the dimensional criteria specified in Table 20C.40.60-020 of the Redmond Community Development Guide section 20C.40.60-020.

5. Tree Preservation. Preservation of significant and landmark trees on site shall comply with the City of Redmond's tree preservation regulations, RCDG 20D.80. Prior to issuance of, and in conjunction with any permit or approval for construction on the site, the Owner shall have

a tree survey meeting requirements of the Redmond Community Development Guide conducted in order to identify all significant trees. At least 35% of all landmark and significant trees shall be preserved to the extent feasible in light of the approved use of the property as set forth in the Redmond Community Development Guide. The single landmark tree, the sequoia, shall be preserved. For every significant tree removed, Owners will plant four replacement trees. A tree preservation plan shall be presented to and approved by the Design Review Board as part of any site plan review or other development approval.

6. Lighting. All lighting for any proposed development on the site shall be shielded and/or reflected downward to minimize glare and lighting impacts on adjacent properties. A Lighting Plan shall be reviewed and approved by the City of Redmond in accordance with the lighting standards in the Redmond Community Development Guide, RCDG 20D.90.

7. Fencing. Any proposed development on the site shall include uniformly designed 6 foot high fencing at the North, West and South property lines.

8. Size of Units. Dwelling units in any proposed development shall have a minimum of 700 square feet for one bedroom units and 900 square feet for two bedroom units.

9. Trash Enclosure. Trash enclosure(s) for any proposed development shall be located a minimum of fifty feet from the south and west property lines and shall not be visible from Avondale Road.

10. Height of Buildings. Buildings in any proposed development which are within forty feet of the west property line will be limited to 25 feet in height, as measured in accordance with the building height definition in the Redmond Community Development Guide.

11. Design of Buildings. The building or group of buildings shall be sited and designed to evoke a single-family character. Some techniques that can be employed include: breaking up the building mass and roof profile, using a shared exterior entry, or orienting the exterior entries for one building in a way that only one entry can be seen from any one view. Other techniques will be considered by the Design Review Board and the Technical Committee. All garages shall have pitched roofs.

12. Quality Construction Materials. Quality construction materials shall be used that will create an image of permanence. Examples include brick, stone, cementitious fiberboard and copper. At least two types of materials should be used in combination to create interest. No vinyl or metal siding, and metal roofing materials will be allowed. However, metal may be used for trellises, or blank wall mitigation elements.

13. Affordable Housing Requirement. A minimum of two (2) of the units added as part of this rezone, whether as part of a phased or not phased development, shall be made affordable to households earning 80% or less of the King County Median Income, adjusted for household size. Prior to issuance of any building permits for development on the property, an agreement in a form approved by the City shall be recorded with the King County Department of Records and Elections to stipulate conditions under which the required affordable unit(s) will remain

affordable housing for the life of the project. This agreement shall be a covenant running with the land, binding on the assigns, heirs, and successors of the applicant. The City may agree, at its sole discretion, to subordinate any affordable housing regulatory agreement for the purpose of allowing the owner to obtain financing for development of the property, consistent with any applicable provision of the Redmond Community Development Guide in effect at the time of the issuance of the building permit.

14. 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 shall be binding upon the Owners, their successors in interest and assigns. Except as set out in this Agreement, the zoning, building and development regulations, policies and ordinances, and comprehensive plan policies of the City governing land development in effect as of the date of this concomitant zoning agreement shall govern the subsequent development of this property.

15. 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.

16. 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 is entered into are in fact accomplished and the impacts of the proposed development are mitigated.

DATED this 18 day of February, 2004.

ACCEPTED BY THE CITY OF REDMOND:

Rosmarie [Signature]

ATTEST/AUTHENTICATED:

Bonnie Matton

APPROVED AS TO FORM:

[Signature]

OWNER:

LARRY B NELSON  
Larry B. Nelson

STATE OF WASHINGTON)

> ss.

COUNTY OF KING)

This is to certify that on this 10<sup>th</sup> day of February, 2004, before me the undersigned, a Notary Public in and for the State of Washington, duly commissioned and qualified, personally appeared Larry B. Nelson, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged to me that he signed and sealed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal, the day and year first above written.

**THOMAS M. TREECE**

STATE OF WASHINGTON

NOTARY — — PUBLIC

Notary Public in and for the State of Washington, residing at Bellum

My commission expires 10-15-07

**THOMAS M. TREECE**

STATE OF WASHINGTON )

> ss.

COUNTY OF KING )

On this 18 day of February A.D. 2004, before me personally appeared Rosemarie Ives to me known to be the Mayor of the City of Redmond, the municipality that executed the within and foregoing instrument, and acknowledged the same instrument to be free and voluntary act and deed of said municipality, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year first above written.

Bonnie Mattson

Notary Public in and for the State of Washington, residing at Lehman, WA

My commission expires 03/10/07

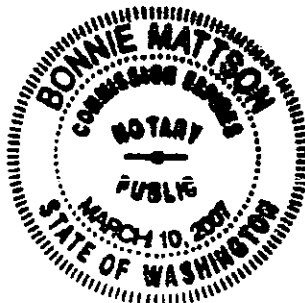


Exhibit A

LEGAL DESCRIPTION

PARCEL A:

COMMENCING AT EAST QUARTER CORNER OF SECTION 1, TOWNSHIP 25 NORTH, RANGE 5 EAST, W.M., IN KING COUNTY, WASHINGTON;  
THENCE ALONG EAST LINE OF SAID SECTION, NORTH  $00^{\circ}54'55''$  WEST 102.37 FEET; THENCE SOUTH  $38^{\circ}48'05''$  WEST 1269.50 FEET;  
THENCE NORTH  $51^{\circ}11'55''$  WEST 30.00 FEET TO POINT ON WEST SIDE OF COUNTY ROAD;  
THENCE ALONG WESTERLY LINE OF COUNTY ROAD SOUTH  $38^{\circ}48'05''$  WEST 200.00 FEET TO THE POINT OF BEGINNING;  
THENCE SOUTH  $38^{\circ}48'05''$  WEST 100.00 FEET;  
THENCE NORTH  $51^{\circ}11'55''$  WEST 238.00 FEET;  
THENCE NORTH  $38^{\circ}48'05''$  EAST 100.00 FEET;  
THENCE SOUTH  $51^{\circ}11'55''$  EAST 238.00 FEET TO BEGINNING;

(ALSO KNOWN AS LOT 4 IN BLOCK 1 OF PERRIGO'S HANAWA PARK, ACCORDING TO THE UNRECORDED PLAT THEREOF.)

PARCEL B:

COMMENCING AT A POINT 102.37 FEET NORTH OF THE EAST QUARTER CORNER OF SECTION 1, TOWNSHIP 25 NORTH, RANGE 5 EAST, W.M., IN KING COUNTY WASHINGTON;  
THENCE SOUTH  $38^{\circ}48'05''$  WEST 1569.50 FEET;  
THENCE NORTH  $51^{\circ}11'55''$  WEST 30.00 FEET TO THE TRUE POINT OF BEGINNING;  
THENCE NORTH  $51^{\circ}11'55''$  WEST 238.00 FEET;  
THENCE SOUTH  $38^{\circ}48'05''$  WEST 100.00 FEET;  
THENCE SOUTH  $51^{\circ}11'55''$  EAST 238.00 FEET;  
THENCE NORTH  $38^{\circ}48'05''$  EAST 100.00 FEET; TO THE TRUE POINT OF BEGINNING;

(ALSO KNOWN AS LOT 3 IN BLOCK 1 OF PERRIGO'S HANAWA PARK, ACCORDING TO THE UNRECORDED PLAT THEREOF.)

TOGETHER WITH THAT PORTION OF THE AVONDALE ROAD NE RIGHT-OF-WAY LYING NORTHWESTERLY OF THE CENTERLINE OF SAID RIGHT-OF-WAY (BEING 30.00 FEET IN WIDTH), AND LYING BETWEEN THE SOUTHEASTERLY PROLONGATIONS OF THE NORTHEASTERLY LINE OF SAID PARCEL A AND THE SOUTHWESTERLY LINE OF SAID PARCEL B.

