

**CONCOMITANT AGREEMENT FOR LA PIAZZA DI
ROSA REZONE
CITY FILE NO. ZMA 92-001**

WHEREAS, the undersigned owners, 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

WHEREAS, the Owners have 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 Professional Office with Conditions (PO/C) to Community Business with Conditions (CB/C), and

WHEREAS, the City Council has authorized preparation of an ordinance approving the requested zoning map amendment, subject to the execution of a concomitant zoning agreement by the Owners binding the property to the conditions of approval, and

WHEREAS, the Owners have 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 requested by the Owners, the Owners hereby covenant and agree, and the City accepts such covenant and agreement by Owners as compliance with the conditions of approval, as follows:

1. Warranty of Title. The Owners warrant that they have 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 they are authorized to execute this Agreement and to bind said property to the terms and conditions hereof.

2. Mixed Use Development. Any development on the site shall be of a mixed commercial/multifamily residential character. Development which is strictly commercial, or strictly multifamily, is prohibited. Residential density on the site shall be limited to no more than nine units per net acre.

3. Prohibited Uses. Except as provided in this paragraph, the uses allowed on the site shall be those authorized by the Redmond Community Development Guide for the Community Business (CB) District. Notwithstanding any contrary provisions in the Redmond

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Community Development Guide, the following uses otherwise allowed in the CB District are prohibited on the site:

- ▶ Hotels and Motels
- ▶ Public Assembly: (indoor) theaters
- ▶ Recreational Activities: swimming pools (Commercial)
- ▶ Recreation Activities: (Non-Commercial): tennis courts, swimming pools and beaches, playfields
- ▶ Gymnasiums, Indoor Recreation Center (Non-Commercial)
- ▶ Recreation Activities: (Commercial) athletic clubs, health clubs, fitness centers, indoor skiing, baseball, etc.
- ▶ Recreation Activities: (Commercial) bowling
- ▶ Gambling
- ▶ Adult Entertainment Facilities
- ▶ Petroleum Sales - whether as a service station or as a part of a convenience market
- ▶ Wholesale Trade/Bulk Sales: metals, petroleum, scrap and waste materials but excluding motor vehicles, livestock
- ▶ Wholesale Trade: general merchandise, products, supplies, materials, equipment
- ▶ Bulk Retail: lumber, building materials, paint, glass, heating, plumbing, electrical supplies
- ▶ Taverns
- ▶ Handcrafted Stone, clay, glass products manufacturing
- ▶ Commercial/Industrial photography, cinematography, video production
- ▶ Funeral home and service
- ▶ Auto repair services
- ▶ Hospitals
- ▶ Convalescent/Nursing Centers
- ▶ Churches, temples, synagogues, related activities and uses
- ▶ Massage Parlor, bath house, saunas and similar facilities
- ▶ Commercial auto parking lots and garages, Park and Ride lots
- ▶ Communication exchanges, centers, studios (TV/Radio)
- ▶ Agriculture: crop production
- ▶ Water Extraction, wells
- ▶ Video Arcade
- ▶ Repair Services: watches, appliances, TV, electrical, jewelry, furniture and upholstery
- ▶ Contract Construction Services: office and/or storage of materials and equipment

FAST FOOD, except as follows:

- ▶ Allowed only as part of a multiple tenant complex, and
- ▶ Shall not exceed 2,000 square feet GFA/tenant, and
- ▶ Shall not have drive-up windows.

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CONVENIENCE MARKET, except as follows:

- ▶ Shall not exceed 2,500 square feet GFA/tenant, and
- ▶ Allowed only as part of a multiple tenant complex.

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

6. Other Development Restrictions. 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
Height	35 feet to mid point of gable
Landscape Buffers	5 feet at street 10 feet at interior lot lines
Density	Not more than nine units per net acre
Lot Coverage	40 percent
Building Setbacks	
Front	20 feet
Side	10 feet
Rear	10 feet

7. Tree Preservation. Prior to issuance of, and in conjunction with any permit or approval for construction on the site, the Owners shall have a tree survey meeting the approval of the Planning Department conducted in order to identify all significant trees. All significant trees shall be preserved to the extent feasible in light of the approved use of the property. 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.

8. Noise Attenuation Wall. A solid noise attenuation wall shall be required along the rear property line abutting single family residential properties as a condition of any

development approval. The design of the wall shall be presented to and approved by the Design Review Board. All such construction shall be at the applicant's sole cost and expense.

9. Lighting. All lighting for any proposed development 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.

10. 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 be binding upon the Owners, their successors in interest and assigns.

11. Payment of Costs and Recording Fees. The Owners agree 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.

12. Police Power. Nothing in this Agreement shall be construed to restrict the authority of the City to exercise its police powers. In the event that the City's land use regulations shall be more restrictive than the conditions set forth in this Agreement at the time of development application, the more restrictive regulations shall control. Where the City's development regulations are less restrictive than the conditions set forth in this Agreement, this Agreement shall control.

13. 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.

14. 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 29th day of September, 1993.

ACCEPTED BY THE CITY
OF REDMOND:


Mayor Rosemarie Ives

OWNERS:

DONALD F. MILES ESTATE

BY

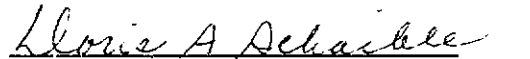


Robert G. Miles, Personal Representative

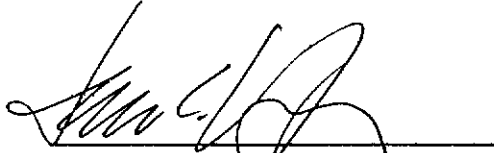


Leslie M. Yates, Personal Representative

ATTEST/AUTHENTICATED:


Doris Schaible, City Clerk 9-21-93

APPROVED AS TO FORM:


James E. Haney
Office of the City Attorney

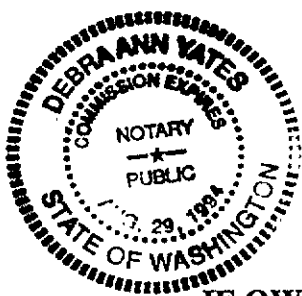
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IF OWNERS ARE INDIVIDUALS

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that Leslie M. Yates is the person who appeared before me, and said person acknowledged that he/~~she~~/ signed this instrument and acknowledged it to be his/~~her~~/ free and voluntary act for the uses and purposes mentioned in this instrument.

DATED: September 29, 1993




(Signature)

Debra Ann Yates

(Print Name)

NOTARY PUBLIC

My appointment expires: August 29, 1994

IF OWNERS ARE A CORPORATION OR A PARTNERSHIP

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he/she was authorized to execute the instrument and acknowledged it as _____ of _____ to be the free and voluntary act and deed of such party for the uses and purposes mentioned in this instrument.

DATED: _____

(Signature)

(Print Name)

NOTARY PUBLIC

My appointment expires: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that Mayor Rosemarie Ives and City Clerk Doris Schaible are the people who appeared before me, and said persons acknowledged that they were authorized to execute the instrument and acknowledged it as Mayor and City Clerk of the City of Redmond to be the free and voluntary act and deed of such party for the uses and purposes mentioned in this instrument.

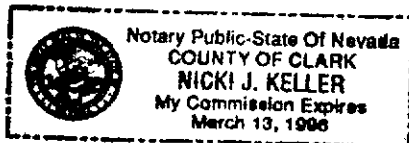
DATED: September 21, 1993

Sandra L. Marion
(Signature)
Sandra L. Marion
(Print Name)
NOTARY PUBLIC
My appointment expires: 3.25.94

STATE OF NEVADA }
COUNTY OF CLARK } ss

I certify that I know or have satisfactory evidence that Robert G. Miles is the person who appeared before me and said person acknowledged that he was he was authorized to execute this instrument and that he signed it as his free and voluntary act and deed for the uses and purposes mentioned in this instrument.

DATED: October 6, 1993



Nicki J Keller
(Signature)
Nicki J Keller
(Print Name)
NOTARY PUBLIC
My appointment expires: March 13, 1996

EXHIBIT A
ORDINANCE NO. 1737

Legal Description for La Piazza Di Rosa

Lots 21 through 28, block 5, inclusive, Keystone addition to Kirkland according to plat thereof recorded in volume 7 of plats, page 92, in King County, Washington, less that portion of lot 25 deeded to King County under Auditor's file no. 8912201232; also the west 100' of lots A & B, block 5, supplemental plat of Keystone, according to plat thereof recorded in volume 9 of plats, page 8, less that portion of lots 25 through 28 and west 100' of lot B deeded to the City of Kirkland under Auditor's file no. 9205290698 together with the south one half of NE 69th Street as would attach by operation of law.

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