

C. 77-3

FILED NO. 4633  
CITY OF BELLEVUE

DATE 1-7-77

CITY CLERK P. White

Ord. # 2382

## CONCOMITANT ZONING AGREEMENT

WHEREAS, the City of Bellevue, Washington, a non-charter code city, under the laws of the State of Washington (Chapter 35A.63 RCW and Article 11, Section 11 of the Washington State Constitution) has authority 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 Owners of certain property have applied for a rezone of such property described below within the City's jurisdiction from R-13.5 to OL; and

WHEREAS, the City pursuant to RCW 43.21C of the State Environmental Policy Act should mitigate any adverse impacts which might result because of the proposed rezone; and

WHEREAS, the Owners have indicated willingness to cooperate with the City of Bellevue, its Planning Commission and Planning Department to insure compliance with the Bellevue Zoning Code, the Bellevue Sign Code and all other local, state and federal laws relating to the use and development of the property.

WHEREAS, the City, in addition to civil and criminal sanctions available by law, desires to enforce the rights and interests of the public by this concomitant agreement;

NOW THEREFORE, in the event the property located on the west side of 132nd Avenue N.E., approximately 200 feet south of Bellevue-Redmond Road is rezoned by the City of Bellevue from R-13.5 to OL, and in full consideration of that event should it occur, the Owners do hereby covenant and agree to perform the following terms and conditions set forth below with regard to the following described property:

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LEGAL DESCRIPTION

That portion of the Southeast 1/4 of Section 28, Township 25, Range 5 East W.M., described as follows: Beginning at a point on the East line of said Section 28, which is North 0°36'04" East 1516.345 feet from the Southeast corner of said Section 28; thence North 87°55'48" West on a line parallel with the South line of said Section 28 for a distance of 30.10 feet to the true point of beginning; thence continuing North 87°55'48" West 240.07 feet; thence South 0°36'04" West a distance of 110 feet; thence South 89°55'48" East 240.07 feet; thence North 0°36'04" East a distance of 110 feet to the true point of beginning.

1. CONDITIONS:

- A. The south property line shall have at least 18' landscaped site screen with a 3-1/2' high berm, and the landscaping shall consist of evergreen trees.
- B. The east property line shall have at least an 18' landscaped site screen with a 3-1/2' high berm, and the landscaping shall consist of evergreen trees.
- C. The entry to and exit from the property be limited to the Bel-Red Road, with the location thereof subject to Public Works approval.
- D. Lighting in the parking area shall be low level and shielded so that no light will spill onto the single family zoned property.
- E. The property shall be used for the exclusive use of parking in connection with the immediately contiguous O zoned property on which a one-story office building with approximately 12,000 square feet will be built.

2. ~~X~~. In the event that any term or clause of this agreement

~~To fully comply with the terms and conditions and intent of the land use agreement between Blevins, Lynch and Tall Firs Community Club, Shadybrook Community Club and individuals, a copy of which is attached hereto and incorporated herein as if fully set forth.~~

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conflicts with applicable law, such conflicts shall not affect other terms of this agreement which can be given effect without the conflicting term or clause, and to this end the terms of this agreement are declared to be severable.

3. No modifications of this agreement shall be valid unless mutually agreed upon by all parties in writing and recorded with the King County Department of Records.

4. In addition to all other remedies available to the City by law, the City reserves the right to initiate proceedings to revoke the rezoning of the above-described property should the Owners fail to comply with any of the terms and conditions of this agreement.

5. The City may at its discretion bring a lawsuit to compel specific performance of the terms of this agreement.

6. In addition to all remedies available under the agreement and available to the City by law, the City shall be entitled to reasonable attorney's fees in any action necessary to enforce this agreement.

7. Nothing in this agreement shall be construed to restrict the authority of the City to exercise its power to rezone this property in future years.

8. The owners agree to indemnify and save harmless the City of Bellevue from and against all claims, suits, damages, costs, losses and expenses in any manner resulting from, arising out of, or connected with the Owners's negligent performance of or failure to perform fully

any term or condition of this agreement.

9. This agreement shall be binding on the heirs, assigns, and successors of the Owners of the property herein described.

Dated this 3 day of January 1977.

The person(s) whose names are subscribed herein do hereby certify that they are the sole holders of fee simple interest in the above described property:

OWNERS: Ed Blevins  
Ed Blevins

Pauline M. Blevins  
Pauline M. Blevins

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STATE OF WASHINGTON )  
COUNTY OF KING ) SS

On this day personally appeared before me Ed Blevins known to be the individual described in and who executed the within and foregoing instrument and acknowledged that he signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

Given under my hand and official seal this 3 day of January 1977.

Michael R. Blevins  
Notary Public in and for the State of  
Washington;  
Residing at Bellview

STATE OF WASHINGTON }  
COUNTY OF KING } SS

On this day personally appeared before me \_\_\_\_\_ to me  
known to be the individual described in and who executed the within  
and foregoing instrument and acknowledged that he signed the same as  
his free and voluntary act and deed for the uses and purposes therein  
mentioned.

Given under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_,  
1976.

Notary Public in and for the State of  
Washington;  
Residing at \_\_\_\_\_

Approved as to form:

\_\_\_\_\_

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