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09/14/04

RESOLUTION NO. 1195

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDMOND, WASHINGTON, APPROVING A DEVELOPMENT AGREEMENT FOR THE WASHINGTON CATHEDRAL PROPERTY LOCATED AT 12300 REDMOND-WOODINVILLE ROAD.

WHEREAS, Washington Cathedral is the owner of certain property located at 12300 Redmond-Woodinville Road, and

WHEREAS, Washington Cathedral has requested that the property be annexed to the City of Redmond and the Redmond City Council considered a notice of intent and approved the circulation of a petition for annexation for the property on August 17, 2004, and

WHEREAS, as part of the annexation, Washington Cathedral has proposed an annexation and development agreement under RCW 36.70B.170(1) and has requested that said agreement contain certain provisions fixing the regulations that will apply to development of the property in the event that it is annexed to the City, and

WHEREAS, pursuant to RCW 36.70B.200, the City Council held a public hearing on the proposed annexation and development agreement on September 21, 2004 and, after considering the testimony given at the public hearing and all other relevant information, determined to approve the annexation and development agreement subject to certain revisions, now, therefore,

THE CITY COUNCIL OF THE CITY OF REDMOND, WASHINGTON,
HEREBY RESOLVE AS FOLLOWS:

Section 1. Annexation and Development Agreement Approved.

That certain agreement entitled, "Development Agreement between the City of Redmond and Washington Cathedral for Development of the Washington Cathedral Redmond Community Center," attached hereto as Exhibit A and incorporated herein by this reference as if set forth in full, is hereby approved.

Section 2. Recording. As provided in RCW 36.70B.190, a signed original of the Agreement shall be recorded with the real property records of King County, Washington and shall be binding on the parties and their successors and assigns.

RESOLVED this 28th day of September 2004.

CITY OF REDMOND

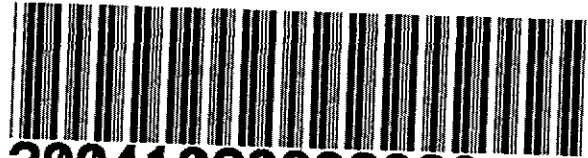

ROSEMARIE IVES, MAYOR

ATTEST/AUTHENTICATED:


SANDRA L. MARION, DEPUTY CITY CLERK:

FILED WITH THE CITY CLERK: September 16, 2004
PASSED BY THE CITY COUNCIL: September 28, 2004
RESOLUTION NO. 1175

Please Return To:
City of Redmond – CHPWE
ATTN: D. Wilson
Public Works Department
P.O. Box 97010
Redmond, WA 98073-9710



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PAGE001 OF 005
10/20/2004 15:52
KING COUNTY, WA

WASHINGTON STATE COUNTY AUDITOR/RECORDER INDEXING FORM

Document Title(s) (or transactions contained therein):

DEVELOPMENT AGREEMENT

Reference Number(s) of Documents assigned or released:
Additional reference numbers on page ___ of document

6/24 PNWT
W9232-12

Grantor(s): (Last name first, then first name and initials)

1. WASHINGTON CATHEDRAL

2.

Additional names on page ___ of document

Grantee(s): (Last name first, then first name and initials)

1. REDMOND, CITY OF

2.

Additional names on page ___ of document

Legal Description: (abbreviated form i.e. lot, block, plat name, section-township-range)

Portion of NW ¼, SE ¼, S26, T26N, R5E W.M., King County, Washington

Additional legal on 1st page document

Assessor's Property Tax Parcel Account Number(s):

2626059071 and 2626059019

City of Redmond Reference: *Washington Cathedral Redmond Community Center*

Project Number:

Permit Number:

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

EXHIBIT A

DEVELOPMENT AGREEMENT BETWEEN THE CITY OF REDMOND AND WASHINGTON CATHEDRAL FOR DEVELOPMENT OF THE WASHINGTON CATHEDRAL REDMOND COMMUNITY CENTER

Pursuant to the authority granted by RCW 36.70B.170 through .210, the City of Redmond, a Washington Optional Municipal Code City ("City"), and Washington Cathedral, a Washington not for profit corporation ("Washington Cathedral"), the owner of real property known as the "Washington Cathedral Redmond Community Center" project described below, enter into the following agreement ("Development Agreement") to govern the development, use and mitigation of environmental impacts associated with the development of the Washington Cathedral Redmond Community Center through construction of the buildings and related improvements.

1. Location and Legal Description:

The Washington Cathedral Redmond Community Center project consists of approximately 10.7 acres of its approximately 15.7 total acres owned located at 12300 Woodinville-Redmond Road NE at the southeast corner of the intersection of NE 124th Street and Woodinville-Redmond Road in Redmond, King County, Washington (the "Property"). The legal description of the portion of the Washington Cathedral property upon which the Washington Cathedral Redmond Community Center project is to be developed and which is covered by this Development Agreement is as follows: That portion of Parcels 2626059071 and 2626059019 in the Northwest Quarter of the Southeast Quarter of Section 26 Township 26 North, Range 5 East, W.M, in King County Washington, which lies south of a line bearing N88 deg 08 min 29 sec W and intersecting the Eastern boundary of Parcel 26205919 at a point 740.75 feet North of the Southeast Corner of the Washington Cathedral Property in Parcel 2626059071.

2. Washington Cathedral Redmond Community Center Project Development:

Washington Cathedral's Redmond Community Center (the "Project") is planned as a religious facility with various uses that will benefit the Redmond Community. The planned uses are a Gymnasium Complex (Swimming Pool, Youth Center, and Drama Stage), Administration Facilities, 750-seat Sanctuary, On-site Housing, Pre-school and Elementary School, Multi-purpose Classrooms, and Celestial Observatory. The current phase #1 of the work ("Phase 1") is the construction of the shaded building labeled "Recreation Center," the shaded parking areas, and the storm water detention system and facilities shown on the drawing attached to this Development Agreement and incorporated as if fully set forth herein.

3. Term of Agreement and Vesting:

In consideration for approving this Development Agreement, Washington Cathedral has agreed to annex its property into the City. Upon annexation of the Washington Cathedral property into the City, this Development Agreement and the current storm water regulations, shall govern the development of Phase 1 so long as a building permit application for Phase 1 is filed within one year of the date this Development Agreement is signed by both parties and such building permit is ultimately issued and Phase 1 actually built. The vesting provided by this Development Agreement is expressly limited to current storm water regulations and to Phase 1 of the Project only. No other vesting is expressly or impliedly granted by this Development Agreement. Pursuant to RCW 36.70B.170(4) the City reserves the right to impose new or different officially adopted storm water regulations of general applicability, but only if, and to the extent required by a serious threat to public health and safety, as determined by the Redmond City Council after notice and an opportunity to be heard has been provided to Washington Cathedral.

4. Zoning, Development Regulations, Fees, and Traffic Concurrence:

Subject to paragraph 6 of this Development Agreement, the following zoning regulations and development standards shall govern development of the Project during the term of this Development Agreement:

a. Zoning and Development Regulations:

The project is located outside the City limits of Redmond, but is currently proceeding through the annexation process. The currently proposed pre-annexation zoning designation is R-1. The City's planning department has indicated the possibility of upgrading the proposed zone

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to R-4. Except as set out in this Agreement, the storm water regulations, of the City governing land development of the Project, in effect as of the date hereof (the "Stormwater Regulations") shall govern development of the Project during the term of this Development Agreement.

b. *Design and Development:*

The Project shall be subject to the Conditional Use Permit process for the Campus Master Plan and the Entitlement Permit process for each phase of development. The locations, heights and design of buildings in the Project, and the requirements for landscaping, vehicular and pedestrian circulation, parking and other issues will be determined in the necessary City review processes, in accordance with the Development Regulations applicable under this Development Agreement.

5. 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 to Washington Cathedral. Upon assignment and assumption of all obligations under this Development Agreement by the assignee, Washington Cathedral shall be released from all obligations under this Development Agreement.

6. Termination:

Washington Cathedral may terminate this Development Agreement immediately upon written notice to the City, with or without cause; provided that upon such termination, the benefits and the burdens of this Development Agreement shall also automatically terminate and thereafter the development of the Property shall be subject to all then-existing development regulations, requirements and processes.

7. Modification:

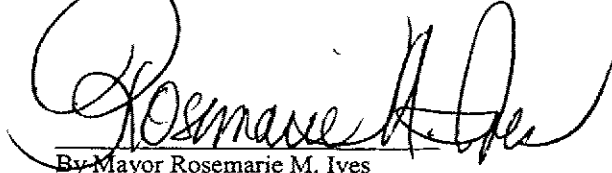
This Development Agreement may be modified only with the agreement of the Redmond City Council and Washington Cathedral or its successors and assigns.

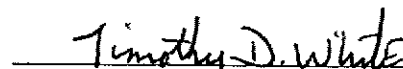
8. Counterparts:

This Development Agreement may be executed in counterparts each of which shall be deemed an original.

Agreed this 30th day of September, 2004.

CITY OF REDMOND


By Mayor Rosemarie M. Ives

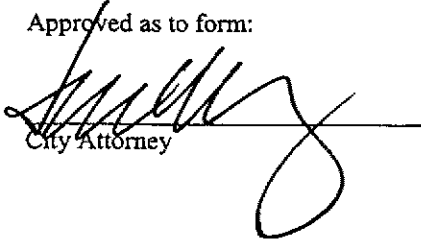

By Reverend Timothy D. White
Its Senior Pastor

WASHINGTON CATHEDRAL

ATTEST:

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Approved as to form:



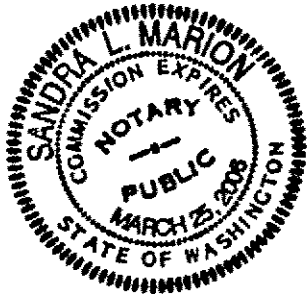
City Attorney

STATE OF WASHINGTON)
) ss
COUNTY OF KING)

I certify that I know or have satisfactory evidence that Rosemarie M. Ives is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument, and acknowledged it 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.

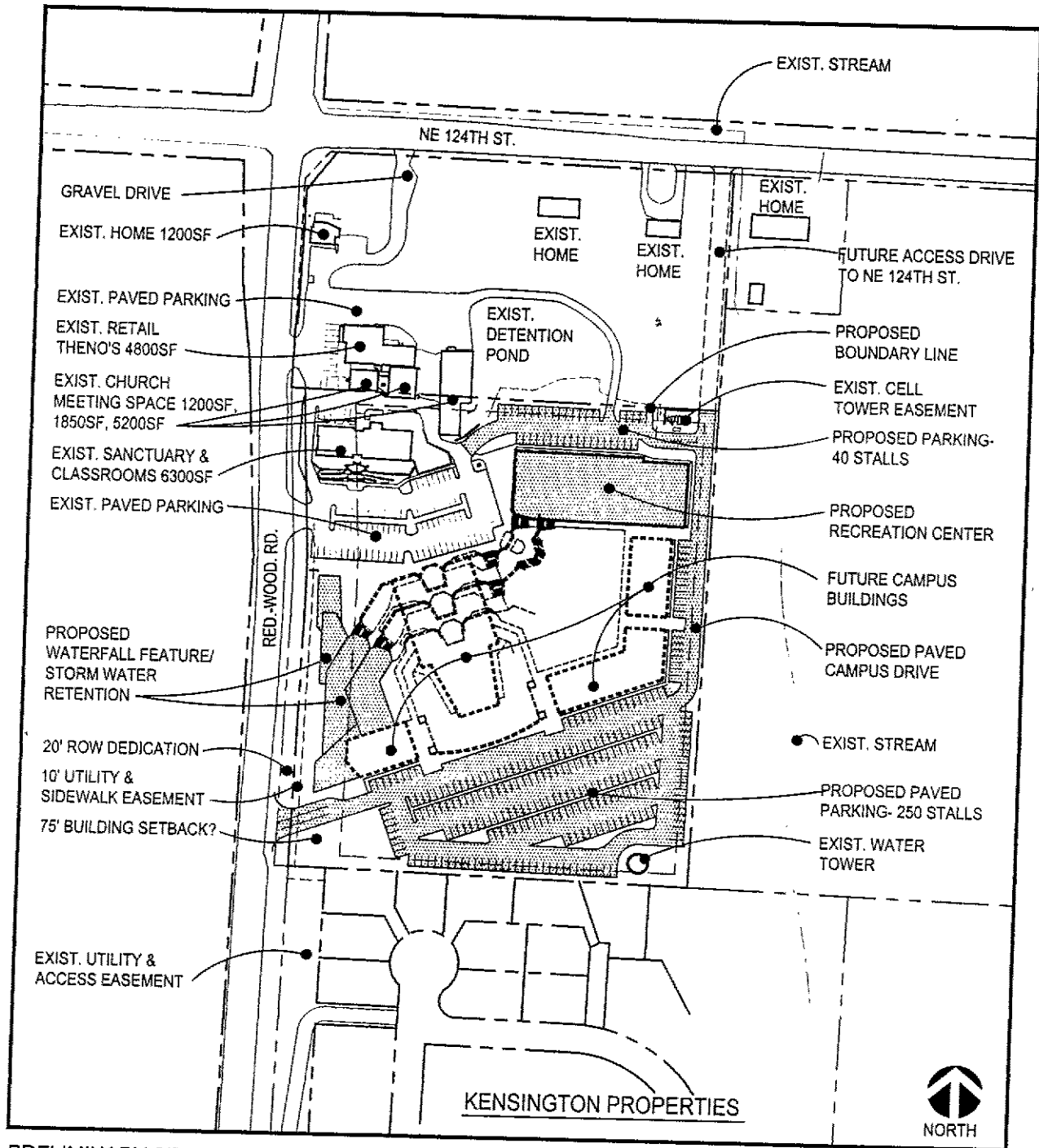
Dated this 30th day of September, 2004.

Sandra L. Marion
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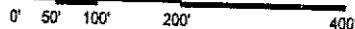
Notary public in and for the state of
Washington, residing at Redmond

My appointment expires 3-25-2006



PRELIMINARY SITE PLAN: PHASE #1

SCALE: 1"=200'-0"



RECREATION CENTER

WASHINGTON CATHEDRAL

12300 WOODINVILLE-REDMOND RD.
REDMOND, WA 98052

P: 425-869-5433

DATE: 8-26-04

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