

12/13/1999

Introduced By: Phillips; Miller; Vance

jc

Proposed No.: 1999-0670

ORDINANCE NO. 13690

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AN ORDINANCE authorizing the King County executive to execute an amendment to the Grand Ridge Joint Agreement with the city of Issaquah, the Grand Ridge Limited Partnership and Glacier Ridge Limited Partnership, in order to preserve three hundred thirteen acres of rural land in council district 12 by the transferring development credits to the city of Issaquah and purchasing the fee title.

BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

SECTION 1. Findings. A. The Washington State Growth Management Act (GMA), chapter 36.70A RCW, directs development to urban areas to reduce the inappropriate conversion of undeveloped rural forest land into sprawling, low density development and to encourage the conservation of forests, farms, wildlife and salmonid habitat. The GMA requires counties to adopt countywide planning policies in cooperation with cities within the county. Countywide planning policy LU-14 establishes that the county may transfer density from the rural area to the urban area to protect significant natural resources and secure open space. The King County Comprehensive Plan policy R-217 supports use of the transfer of development credits as a means to permanently preserve lands of countywide benefit and encourages higher densities in appropriate areas. King County has established the Transfer of Development Credits Pilot Program in Ordinance 13274.

22 B. Motion 10273 supporting the Upper Snoqualmie Regional Open Space
23 Gateway targeted preservation of the three-hundred-thirteen-acre McCormick property
24 through the transfer of development credit program. As part of the Mitchell Hill
25 Connector, the McCormick property includes portions of the headwaters of Issaquah and
26 Patterson Creeks, important to the regional salmon habitat preservation strategy. The
27 property is of countywide significance as it also assists in the connection to over three
28 thousand acres of publicly owned lands, preserves important wildlife habitat, provides a
29 soft surfaced trail connection between Grand Ridge Park and the Preston Mill and
30 preserves rural forestry.

31 C. In 1996, the city of Issaquah, King County, the Grand Ridge Limited
32 Partnership and Glacier Ridge Limited Partnership executed the Grand Ridge Joint
33 Agreement, which, among other provisions, authorized three thousand two hundred fifty
34 new residential units, two million nine hundred fifty thousand square feet of new
35 commercial space and four hundred twenty-five thousand square feet of new retail space in
36 the city of Issaquah in exchange for fee title or conservation easements to the county and
37 city for approximately one thousand five hundred twenty acres of open space and the cost
38 sharing for selected transportation and other improvements.

39 D. The parties to the Grand Ridge Joint Agreement wish to amend the agreement
40 to increase the commercial or retail square footage by transferring development credits
41 from the McCormick property to urban development areas covered by the agreement.
42 They intend, by December 31, 1999, to execute the amended agreement and, as individual
43 entities, to complete the related transactions with the owners of the McCormick property.

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E. King County has sufficient funds in the park's capital improvement project #316918, Mitchell Hill Connector, to acquire the timber and underlying fee title to the McCormick property.

SECTION 3. The King County Council hereby adopts and the King County executive is authorized to execute the amendment to Grand Ridge Joint Agreement in substantially the form attached to this ordinance as Attachment A dated December 10, 1999.

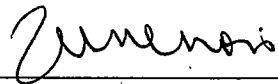
INTRODUCED AND READ for the first time this 29th day of November, 1999.

PASSED by a vote of 12 to 1 this 13th day of December, 1999.

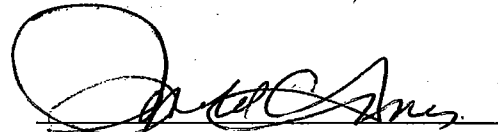
KING COUNTY COUNCIL
KING COUNTY, WASHINGTON


Chair

ATTEST:


Clerk of the Council

APPROVED this 16 day of December, 1999.


King County Executive

Attachments: A: Amendment to the 1996 Grand Ridge Agreement, December 10, 1999.

**AMENDMENT TO
GRAND RIDGE JOINT AGREEMENT
[3-PARTY AGREEMENT]**

THIS AMENDMENT ("Amendment") is entered into by the undersigned parties to amend the Grand Ridge Joint Agreement effective as of the date of the last signature below. Capitalized terms used in this Amendment and not defined herein have the same meanings as in the Grand Ridge Joint Agreement.

RECITALS

A. The undersigned parties wish to preserve rural lands known as the Mitchell Hill Connector, located between the Grand Ridge Open Space and Preston, by (1) transferring development rights from a property in the Mitchell Hill Connector (the McCormick Property) in order to increase development rights in the Issaquah Highlands, the area of the City of Issaquah covered by the Grand Ridge Joint Agreement, and (2) purchasing the timber and underlying fee title of the McCormick Property.

B. The undersigned parties entered into the (i) Grand Ridge Joint Agreement dated June 10, 1996, a memorandum of which is recorded under King County Recording No. 9606180756 ("Joint Agreement" or 3-Party Agreement") and (ii) the Master Transportation Financing Agreement dated June 10, 1996 ("MTFA").

C. The City of Issaquah and the undersigned Partnership entered into the Grand Ridge Annexation and Development Agreement on June 19, 1996, and recorded a memorandum thereof under King County Recording No. 9606251228 ("Development Agreement" or "2-Party Agreement"), which is being amended concurrently with this Amendment to increase the Allowable Development for Issaquah Highlands by 500,000 square feet of commercial space as part of the public acquisition of the McCormick Property and its development rights for permanent open space ("Additional Allowable Development").

D. The parties wish to make certain other changes to the Joint Agreement and the MFTA.

NOW, THEREFORE, for good and valuable consideration, including the mutual covenants and promises in this Amendment, the adequacy and receipt of which are hereby acknowledged, the parties amend the Joint Agreement as follows:

1. Allowable Development Under City Development Agreement (§5.3). The Additional Allowable Development associated with the McCormick Property open space shall be used only for commercial or retail uses under the City's Development Agreement with the Partnership within Urban Development Area 4 or the Lakeside North expansion area (as shown in Attachment 2 hereto), unless another location is specifically approved by the City. Consequently, Section 5.3 of the Joint Agreement and Attachment B of the MTFA (which also is Appendix F to the Joint Agreement), which have identical language, are each amended to read as follows:

§ 5.3 Equivalency to Convert Standard Single Family To Other Residential Uses; and MTFA (Attach. B, last paragraph):

The residential uses stated in Phases I and II are stated in terms of standard single family units (non-age restricted). The Partnership may allocate the equivalent single-family dwelling unit trips (i.e., 10 trips per day per hour) to either single-family units,

multi-family units, or active senior housing in accordance with the following conversion factors:

100 Standard Single-Family Detached Dwelling Units Will Convert to:	
RESIDENTIAL USES	
Single-family detached	100 dwelling units
Single-family attached	116 dwelling units
Multi-family	151 dwelling units
Age-restricted (Active senior housing, over 55 yrs)	
- Single-family	217 dwelling units
- Multi-family	270 dwelling units
- 60% single/40% multi-family	238 dwelling units

The conversions based upon transportation equivalency allow the Partnership to elect the specific types of residential units within the Phases defined herein. However, notwithstanding that transportation equivalency, the maximum development allowed within the UGA shall be 3,250 residential units, 2.95 million square feet of commercial uses, 425,000 square feet of retail uses, plus an additional 500,000 square feet of commercial or retail uses as determined by the Partnership to be used only in Urban Development Area 4 or the Lakeside North expansion area (as reconfigured pursuant to Paragraph 4 below). Further, in Phase I, II, or III, the Partnership may elect to convert up to 840,000 square feet of commercial square feet to residential uses at the ratio of 1 residential unit (of any type) for each 1,200 square feet of authorized commercial space, in which event the full Project buildout would include 3,950 residential units, 2.11 million square feet of commercial uses, and 425,000 square feet of retail uses, plus the additional 500,000 square feet of commercial or retail use (which is not eligible for conversion into residential units).

In addition to amending these specific sections, any other provision in the Joint Agreement or the MTFA relating to maximum allowable development at Issaquah Highlands is modified to include the Additional Allowable Development covered in this Amendment. If not all of the Additional Allowable Development associated with the McCormick Property open space can be used at Issaquah Highlands, then upon the Partnership's request the County will make a good faith effort to assist the Partnership in seeking another location, consistent with KCC Chapter 21A.55 and other applicable laws and regulations, within an established UGA within King County to be the receiving site for any unused portion of such additional development rights (which may either be in urban unincorporated King County or in an incorporated city pursuant to an interlocal agreement between the County and a city). For the purposes of locating any unused density in an unincorporated UGA, the unused portion of the 500,000 square feet shall be converted back into rural residential units at a ratio of one rural residential unit per 8,064.51 square feet of unused commercial space. The new urban density for the unincorporated UGA will be calculated under

the existing provisions of KCC 21A.55.150(B). For locating any unused density in a city other than Issaquah, the conversion ratio shall be established by that city pursuant to KCC21A.55.150(C).

2. Transportation Improvements and Phasing (§ 5.1.2 and 5.1.3; MTF A, Attachment B) Sections 5.1.2 and 5.1.3 of the Joint Agreement and Attachment B of the MTF A, which have identical language, are each amended as follows:

Phase II. Phase II shall consist of issuance of certificates of completion or the conclusion of final inspections for 3,250 single-family residential units, or up to 3,950 if commercial uses that would be in Phase III are converted to residential as described below, upon completion of the following Phase II road improvements (i.e., so the roads are fully operational), and issuance of a certificate of occupancy for up to 1,500,000 square feet of commercial uses, and 425,000 square feet of retail uses upon completion of the following Phase II road improvements (i.e. so the roads are fully operational):

- (a) Sunset Interchange improvements as defined in Appendix F at Section 2.4.
- (b) Minimum four lane South SPAR connection from the north boundary of Urban Development Area 4 to the Sunset Interchange.

Notwithstanding the foregoing, until these Phase II road improvements are fully operational, building permits issued for the single-family detached residential component of Phase II shall not exceed 360 single-family detached residential units (in addition to the 540 single-family equivalent residential units in Phase I). If the City determines immediately before issuance of building permits for the 360 single family detached units that reasonable progress is not being made on those Phase II road improvements, then the City may withhold issuance of those permits until such time as it receives satisfactory evidence that such reasonable progress is being made.

All restrictions on construction traffic in Phase I as described in Sec. 5.1.1 of the Joint Agreement and in the identical text in Appendix B of the MTF A, including no construction access over Black Nugget Road, shall also apply to Phase II, both to the Partnership and to its successors in interest, if any.

Phase III. Phase III shall consist of full Project buildout, consisting of Phases I and II with issuance of certificates of occupancy for a total of up to 2,950,000 square feet of commercial uses, plus certificates of occupancy for the Additional Allowable Development of 500,000 square feet of commercial or retail uses, upon completion of the North SPAR connection (i.e. so it is fully operational), with a minimum of four lanes.

3. Design Guidelines and Development Standards; Additional Mitigation. The Design Guidelines and other Development Standards established under the Development Agreement shall apply to the Additional Allowable Development. As additional mitigation by the Partnership, the MTF A (§5.3.3) is hereby amended to increase the Partnership's contribution to City's Bypass as set forth in Attachment 1 to this Amendment. Further, the Partnership is providing additional mitigation for the Additional Allowable Development as provided in the Amendment to the 2-Party Agreement.

4. Reconfigured Lakeside Expansion Area; Reid Expansion Area (§ 2.2.2(g); Exhibit 1 Legal Description; Exhibit 3 Map) The "Lakeside North" expansion area is reconfigured as shown in Attachment 2, and the legal description and map in the Joint Agreement (Exhibit 1-E and Exhibit 3) are amended accordingly to reflect the reconfigured area. Further, an additional expansion area denominated

"Reid" in Attachment 2 is adopted and the legal description and map in the Joint Agreement (Exhibit 1-E and Exhibit 3) are amended accordingly to reflect this additional expansion area. The Reid expansion area is within the City, and the City will determine the zoning uses and density and the extent to which further SEPA review and development standards will be required for any development proposal on the Reid expansion area.

5. **SEPA.** The City is the lead agency for this Amendment. The City has reviewed this Amendment and the Grand Ridge EIS prepared in conjunction with the Joint Agreement, along with other documents and information. The City has determined that this Amendment is covered by the range of the impacts previously analyzed in the Grand Ridge EIS for the Joint Agreement. The City has further determined that action on this Amendment constitutes agency action on the same proposal previously analyzed in the environmental review of the Joint Agreement and that use of these prior environmental documents pursuant to WAC 197-11-600 is appropriate.

6. **No Other Changes.** The terms and conditions of this Amendment shall supersede those in the Joint Agreement to the extent of any conflict or inconsistency between this Amendment and the Joint Agreement. Except as amended by this Amendment, the Joint Agreement remains in full force and effect.

7. **Effective Date.** This Amendment is made effective on the date of the last signature below.

CITY OF ISSAQUAH, a Washington municipal corporation

By _____
Ava Frisinger, Mayor

Date: _____

APPROVED AS TO FORM:

City Attorney

KING COUNTY, a Washington home rule charter county

By _____
Ron Sims, County Executive

Date: _____

APPROVED AS TO FORM:

County Prosecuting Attorney

THE GRAND RIDGE PARTNERSHIP (LIMITED PARTNERSHIP) and GLACIER RIDGE PARTNERSHIP (LIMITED PARTNERSHIP),
Washington limited partnerships

By Warjone Investments, Inc., managing general partner

By _____
Judd Kirk, authorized agent

Date: _____

- Attachment 1: Amendment to MTFB (§5.3.3) for Partnership's Bypass Contribution
- Attachment 2 Reconfigured Lakeside North Expansion Area and Reid Expansion Area (Legal Description and Map)

Attachment 1**AMENDMENT TO MASTER TRANSPORTATION FINANCING AGREEMENT**

Section 5.3.3 of the Master Transportation Financing Agreement, dated June 10, 1996, is amended as provided herein. The Partnership's Bypass Contribution, originally to be a loan of \$1.4 million, is hereby modified to consist of 2 components: a \$1 million grant (which the City is not required to repay) and a \$400,000 loan. The \$1 million grant shall be credited and offset by the amount of impact fees owed by the Partnership (whether paid or to be paid) for the Additional Allowable Development of 500,000 square feet as mitigation for police, fire and general governmental services pursuant to § 5.3 of the Amendment to the 2-Party Development Agreement. The timing of the Bypass Contribution shall be as provided in the MTFA, i.e., if a Bypass Shortfall occurs when the City otherwise would execute a construction contract for the Bypass. The Partnership shall pay the \$1 million grant portion (less the impact fee credit described above) of the Bypass Contribution first (i.e., if the full \$1.4 million is not needed). If some or all of the \$400,000 loan portion of the Bypass Contribution is made, it shall be repaid on the terms set forth in Section 5.3.3 of the MTFA.

Attachment 2

**RECONFIGURED LAKESIDE NORTH EXPANSION AREA AND REID EXPANSION AREA
(LEGAL DESCRIPTION AND MAP)**

REVISED LEGAL DESCRIPTION
LAKESIDE NORTH EXPANSION AREA

13690

THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER,
SECTION 22, TOWNSHIP 24 NORTH, RANGE 6 EAST, W.M., KING COUNTY,
WASHINGTON, LYING EASTERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING ON THE NORTH LINE OF SAID SUBDIVISION, 500.00 FEET WESTERLY OF THE
NORTHEAST CORNER THEREOF; THENCE SOUTHWESTERLY TO THE SOUTH LINE OF
SAID SUBDIVISION 1,000.00 FEET WESTERLY OF THE SOUTHEAST CORNER THEREOF
AND THE TERMINUS OF SAID LINE. TOGETHER WITH:

THE WEST 1,000.00 FEET OF THE SOUTH 350.00 FEET OF SAID SUBDIVISION LYING
WESTERLY OF THE ABOVE DESCRIBED LINE.



DAVID EVANS & ASSOCIATES, INC.
BELLEVUE, WA
(425) 519-6500

REVISED LEGAL DESCRIPTION
LAKESIDE NORTH EXPANSION AREA

13690

THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER,
SECTION 22, TOWNSHIP 24 NORTH, RANGE 6 EAST, W.M., KING COUNTY,
WASHINGTON, LYING EASTERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING ON THE NORTH LINE OF SAID SUBDIVISION, 500.00 FEET WESTERLY OF THE
NORTHEAST CORNER THEREOF; THENCE SOUTHWESTERLY TO THE SOUTH LINE OF
SAID SUBDIVISION 1,000.00 FEET WESTERLY OF THE SOUTHEAST CORNER THEREOF
AND THE TERMINUS OF SAID LINE. TOGETHER WITH:

THE WEST 1,000.00 FEET OF THE SOUTH 350.00 FEET OF SAID SUBDIVISION LYING
WESTERLY OF THE ABOVE DESCRIBED LINE.

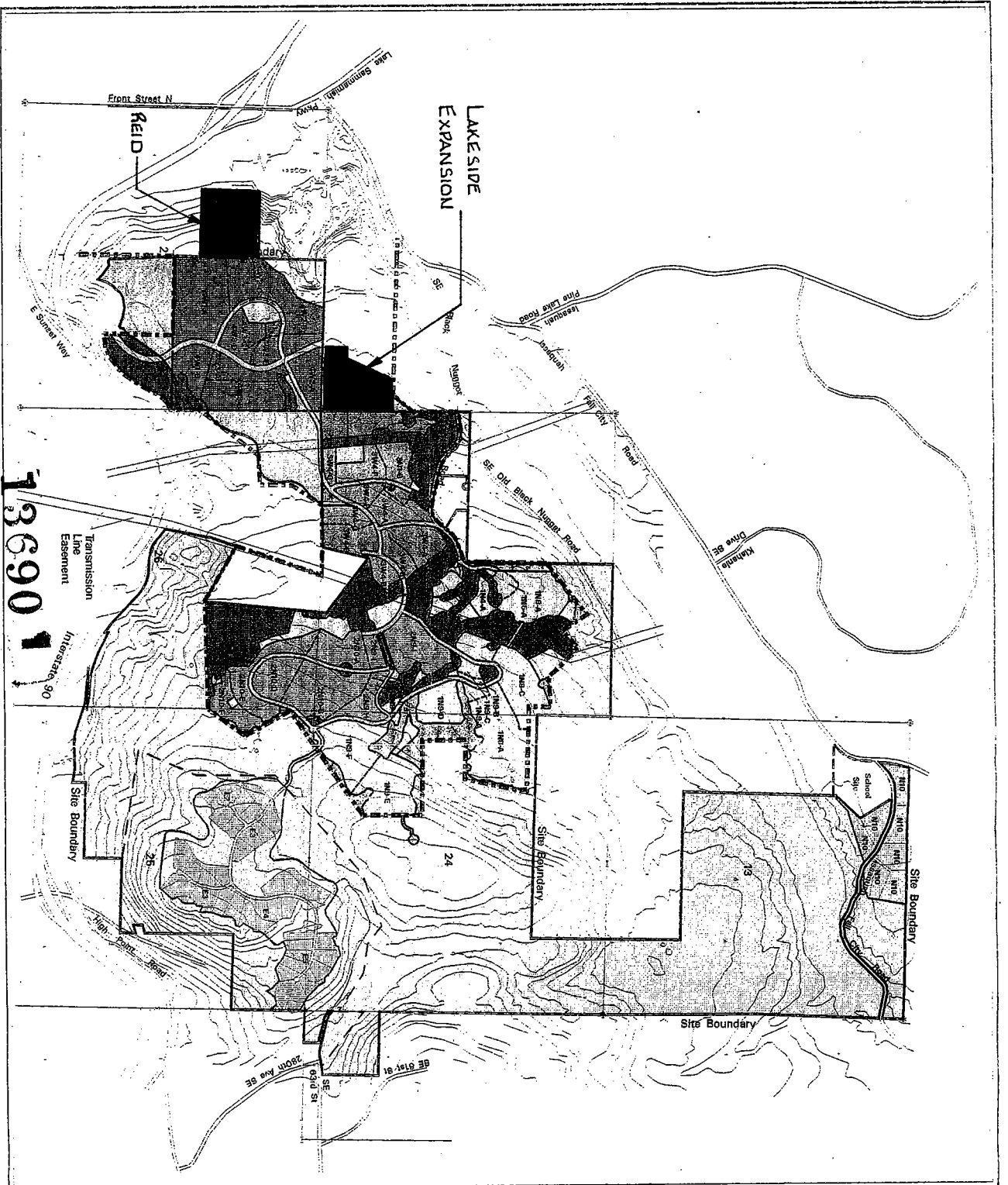


DAVID EVANS & ASSOCIATES, INC.
BELLEVUE, WA
(425) 519-6500

13690

LEGAL DESCRIPTION
REID EXPANSION AREA

THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER, SECTION 27, TOWNSHIP 24
NORTH, RANGE 6 EAST, W.M., KING COUNTY, WASHINGTON, EXCEPT THE SOUTH HALF
OF THE SOUTH HALF OF SAID SUBDIVISION.



- LEGEND**
- A - RURAL OPEN SPACE
 - B - URBAN OPEN SPACE
 - C - RURAL LOTS
 - D - URBAN DEVELOPMENT AREA 1
 - E - URBAN DEVELOPMENT AREA 2
 - F - URBAN DEVELOPMENT AREA 3
 - G - URBAN DEVELOPMENT AREA 4
 - H - WATER QUALITY FACILITY
 - I - EXPANSION AREAS
 - J - PROPOSED RIGHTS OF WAY
 - K - WATER RESERVOIR SITE
 - L - COUNTY UGA OPEN SPACE
 - CONSERVATION EASEMENT
 - URBAN GROWTH BOUNDARY

Map subject to additional modifications due to:
 a. Fragmentation of the boundary for total urban area.
 b. Complementary adjustments of the urban open space/urban development areas within the urban growth boundary.

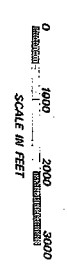


FIGURE 39
EXHIBIT 3
MAJOR LAND USE COMPONENTS
AND DEVELOPMENT SUB-AREAS

January 30, 1996