



DATE: May 16, 2007

TO: Bellevue Planning Commission

FROM: Paul Inghram AICP, Comprehensive Planning Manager 452-4070
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SUBJECT: May 23, 2007 Public Hearing on 2007 Annual Comprehensive Plan Amendment
Threshold Review and Site-specific Geographic Scoping

INTRODUCTION

The 2007 List of Initiated Applications has been established to consider amendments to the Comprehensive Plan. See Attachment 1.

The List is the tool the city uses to consider proposals to amend the Comprehensive Plan. Such consideration is limited to an annual process under the state Growth Management Act.

Threshold Review action produces proposed amendments for the annual CPA work program. This 2007 annual CPA work program consists of four steps:

1. Planning Commission study sessions and public hearing to recommend whether initiated proposals should be considered for Comprehensive Plan amendment (March-May);
2. City Council action on Planning Commission recommendations to establish the annual work program (spring);
3. Planning Commission study sessions and public hearing to consider and recommend on proposed Comprehensive Plan Amendments (summer); and
4. City Council action on Planning Commission recommendations to adopt amendments (fall).

PLANNING COMMISSION ACTION

On May 23, 2007 the Planning Commission will hold a public hearing to consider the List of Initiated Application and site-specific geographic scoping for the 2007 CPAs. The Planning Commission is asked to recommend by motion those suggestions that should be initiated for Comprehensive Plan amendment under LUC 20.30I.140. The Commission is also asked to recommend by motion on geographic scoping under LUC 20.30I.130.A.1.a.ii.

Sample motion language (for reference): I move *initiation/no further consideration* of the name CPA suggestion for the 2007 Annual Comprehensive Plan Amendment process, *expanded/not expanded* through geographic scoping as outlined in the staff report.

THRESHOLD REVIEW DECISION CRITERIA

The Threshold Review Decision Criteria for a proposed Comprehensive Plan Amendment are set forth in the Land Use Code in Section 20.30I.140. Based on the criteria, Department of Planning and Community Development staff are recommending that four of the site-specific proposals should be included in the 2007 annual CPA work program. These recommendations are explained for each CPA, in Attachments 1-6.

Staff Recommendation Summary 2007 List of Initiated CPA Applications

Site-Specific CPA Application	Description of Initiated Applications <i>Subarea</i>	Attachment Staff recommendation for work program inclusion <i>Geographic Scoping</i>
VanderHoek Multifamily 07 104540 AC	Map change of .27 acres from MF-H (Multifamily-High) to DNTN-OB (Downtown-Old Bellevue) 117 102 nd Ave SE <i>Southwest Bellevue/Downtown</i>	Attachment 1 Yes <i>Expand geographic scope</i>
SRO Factoria 07 104704 AC	Amend Policy S-FA-57 to allow development on 8.95 acres of OLB (F-2 zoned) land to develop up to 1.0 FAR. Amend the Glossary definition of Office to allow such FAR. 3505-3545 128 th Ave SE <i>Factoria</i>	Attachment 2 Yes <i>Expand geographic scope</i>
Courter Enterprises 07 104709 AC	Amend subarea policy to allow retail auto sales in the OLB district at: 13231 and 13291 SE 36 th St. <i>Factoria</i>	Attachment 3 Yes <i>Do not expand geographic scope</i>
Ostrem 07 104724 AC	Map change of .73 acres from SF-M (Single-Family Medium) to SF-H (Single-Family High) 10210 SE 10 th St./839 104 th Ave SE <i>Southwest Bellevue</i>	Attachment 4 No <i>Do not expand geographic scope</i>
Mariner Ridge 07 104785 AC	Map change to add 50.01 acres southeast of Bellevue to the Potential Annexation Area (PAA) and establish a Single Family-Medium (SF-M) Comp. Plan designation. The area is northeast of Cougar Mountain Regional Wildland Park, s. of SE 60 th St. at approx. 180 th Ave SE. <i>Newcastle</i>	Attachment 5 No <i>Do not expand geographic scope</i>
St. Margaret's Church 07 117934 AC	Map change of 3.86 acres from SF-H (Single Family-High) to appropriate MF (Multifamily) or CB (Community Business) designation 4228 Factoria Boulevard SE <i>Richards Valley</i>	Attachment 6 Yes <i>Do not expand geographic scope</i>

PUBLIC NOTICE and COMMENT

The List was introduced to the Planning Commission during a study session on March 28, 2007. Notice of the Applications was published in the Weekly Permit Bulletin on February 22, 2007 and mailed and posted as required by LUC 20.35.420. Notice of the Public Hearing before the Planning Commission was published in the Weekly Permit Bulletin on May 3, 2007.

The Department of Planning and Community Development contacted listed owners of property that would be affected by the expanded geographic scoping, and expanded the notice requirement to include newly-affected and adjacent property.

Public comments that have been received to date are included at the end of each Attachment.

ATTACHMENTS

Each attachment contains a staff report recommendation, the applicant's application materials, a vicinity map (and geographic scoping map where applicable) and any written public comments that have been received to date.

1. VanderHoek Multifamily CPA materials
2. SRO Factoria CPA materials
3. Courter Enterprises CPA materials
4. Ostrem CPA materials
5. Mariner Ridge CPA materials
6. St. Margaret's Church CPA materials
7. Threshold Review Decision Criteria (LUC 20.30I.140) and Consideration of Geographic Scoping (LUC 20.30I.130.A.1.a.ii)

ATTACHMENT 5

Mariner Ridge

2007 Annual Threshold Review Recommendation and Consideration of Geographic Scoping
Site-Specific Amendment
Mariner Ridge

Staff recommendation to Planning Commission: Recommend that the City Council not include the Mariner Ridge CPA into the 2007 annual CPA work program. With this recommendation, expansion of the geographic scope of the proposal should not be considered.

Permit Number: 07-104785 AC
Subarea: Newcastle
Address: N/A; the area is northeast of Cougar Mountain Regional Wildland Park, south of SE 60th St., at approximately 180th Ave SE
Applicant: Shelley Safronek, et. al.

PROPOSAL

This privately-initiated application is to add 50.01 acres southeast of Bellevue to the Potential Annexation Area (PAA) and establish an SF-M (Single Family-Medium) Newcastle Subarea Comprehensive Plan land use map designation. If the CPA is adopted, Bellevue zoning and annexation actions would be required, the Bellevue Water and Sewer Comprehensive Plans would need to be revised, and the boundary adjustment process would need to be documented in Issaquah and with King County. See Attachment A for the application materials and Attachment B for a vicinity map.

THRESHOLD REVIEW DECISION CRITERIA

The Threshold Review Decision Criteria for an initiated Comprehensive Plan Amendment proposal are set forth in the Land Use Code Section 20.30I.140. Based on the criteria, Department of Planning and Community Development staff has concluded that the proposal **should not be included** in the annual CPA work program.

This conclusion is based on the following analysis:

- A. The proposed amendment presents a matter appropriately addressed through the Comprehensive Plan; and

The appropriate land use designation on a specific site and expansion of the PAA boundary is a matter appropriately addressed through amendment of the Comprehensive Plan.

- B. The proposed amendment is in compliance with the three-year limitation rules set forth in LUC 20.30I.130.A.2.d; and

The three-year limitation does not apply to this proposal for the subject property described above..

- C. The proposed amendment does not raise policy or land use issues that are more appropriately addressed by an ongoing work program approved by the City Council; and

This proposal does not raise policy or land use issues that would be more appropriately addressed by an ongoing work program.

- D. The proposed amendment can be reasonably reviewed within the resources and timeframe of the Annual Comprehensive Plan Amendment Work Program; and

If this proposal is included in the 2007 Annual Comprehensive Plan Amendment Work Program, it could require substantial review of water, sewer and road infrastructure serving the area, and will require coordination with Issaquah and King County. Additionally, the proposal would likely require a detailed review of potential impacts on open space, critical areas, and Cougar Mountain Regional Wildland Park. Conducting the appropriate level of analysis for this proposal would use significant city staff resources, that while potentially available, could impact staff responsiveness on other Comprehensive Planning projects previously designated in the city's 2007 Work Program.

- E. The proposed amendment addresses significantly changed conditions since the last time the pertinent Comprehensive Plan map or text was amended. Significantly changed conditions are defined as:

Significantly changed conditions. Demonstrating evidence of change such as unanticipated consequences of an adopted policy, or changed conditions on the subject property or its surrounding area, or changes related to the pertinent Plan map or text; where such change has implications of a magnitude that need to be addressed for the Comprehensive Plan to function as an integrated whole. This definition applies only to Part 20.30I Amendment and Review of the Comprehensive Plan (LUC 20.50.046).

The proposed amendment is not reacting to significantly changed conditions since the last time the pertinent Comprehensive Plan map or text was amended because these identified conditions have not significantly changed:

Unanticipated consequences of adopted policy

Adopted long-range policy in this area has directed both the Newcastle Subarea "urban village" development pattern, and annexation patterns to assure appropriate levels of urban services. The consequences of adopted policy have been anticipated as these patterns are extended—services are efficiently implemented in line with the densities being established.

The development pattern of the area centers on the fairly dense commercial and high-density residential areas at Lakemont Village, then spreads out at average urban densities of five units per acre, gradually stepping down all the way out to the lowest densities on the flanks of the Cougar Mountain Regional Wildland Park. The development of the area is characterized by extensive urban infrastructure, minor

modification of the topography, and opened urban views. This pattern is consistent with the anticipated policy consequences of the Comprehensive Plan.

The fact that the development pattern being realized in both Bellevue and Issaquah is affected by the timing of development and service provision is not an unanticipated consequence. The timing of development (and the infrastructure responding to it) does not foreclose Mariner Ridge development at its contemplated density.

Changed conditions on the subject property or its surrounding area

Bellevue's water and sewer systems are being built out, and are capable of providing service to the site through Bellevue's jurisdiction, albeit at some cost both to the city (fully recoverable) and to property owners. Issaquah's system is not built out to the same extent. However, there have not been changed conditions affecting the development potential of the site such that Bellevue jurisdiction or increased density is needed to respond to the change.

Water, sewer and road levels of service have been planned in anticipation of a two dwelling unit/acre residential development pattern on this site and its surrounding area. Issaquah would be the retail provider of water, purchasing it from the Cascade Water Alliance. Bellevue delivers this water to the Glacier Ridge and Montreaux areas in Issaquah for Cascade via our water system. The interlocal agreement caps water service densities at 700 dwelling units in the "Grand Ridge" area with no more than 150 served from the nearest storage site facility at 1,465 feet of elevation. Mariner Ridge is entirely within this latter service area identified in the interlocal agreement. Sewer is planned to be provided by Issaquah due to the prevailing topographical pattern of the area. Sewer could be provided by Bellevue, but only through either a costly pump station connection to Bellevue's sewer system, or a new interlocal agreement to allow discharge into Issaquah's sewer system. See Attachment C.

Changes related to the pertinent plan map or text

There have been no significant changes to the Comprehensive Plan map or text that generate a need to expand the PAA.

Staff has concluded that, while it is possible to extend Bellevue's jurisdiction over these areas, the very act of doing so will create inevitable development pressure for higher densities, whose impacts, as discussed under the adopted policy criterion, have not been contemplated by the Comprehensive Plan or reflected in the current provision of infrastructure.

; and

- F. When expansion of the geographic scope of an amendment proposal is being considered, shared characteristics with nearby, similarly-situated property have been

identified and the expansion is the minimum necessary to include properties with those shared characteristics; and

Expansion of the geographic scope of this amendment proposal should be considered only if the application is included in the CPA annual work program, and solely from a potential annexation standpoint, in order to include properties that create a reasonably annexable area (one which does not leave unserviceable pockets of unincorporated land). The scope should also include property that gains access from Bellevue roads but which is not included in the current application.

- G. The proposed amendment is consistent with current general policies in the Comprehensive Plan for site specific amendment proposals. The proposed amendment must also be consistent with policy implementation in the Countywide Planning Policies, the Growth Management Act (GMA), other state or federal law, and the Washington Administrative Code (WAC); or

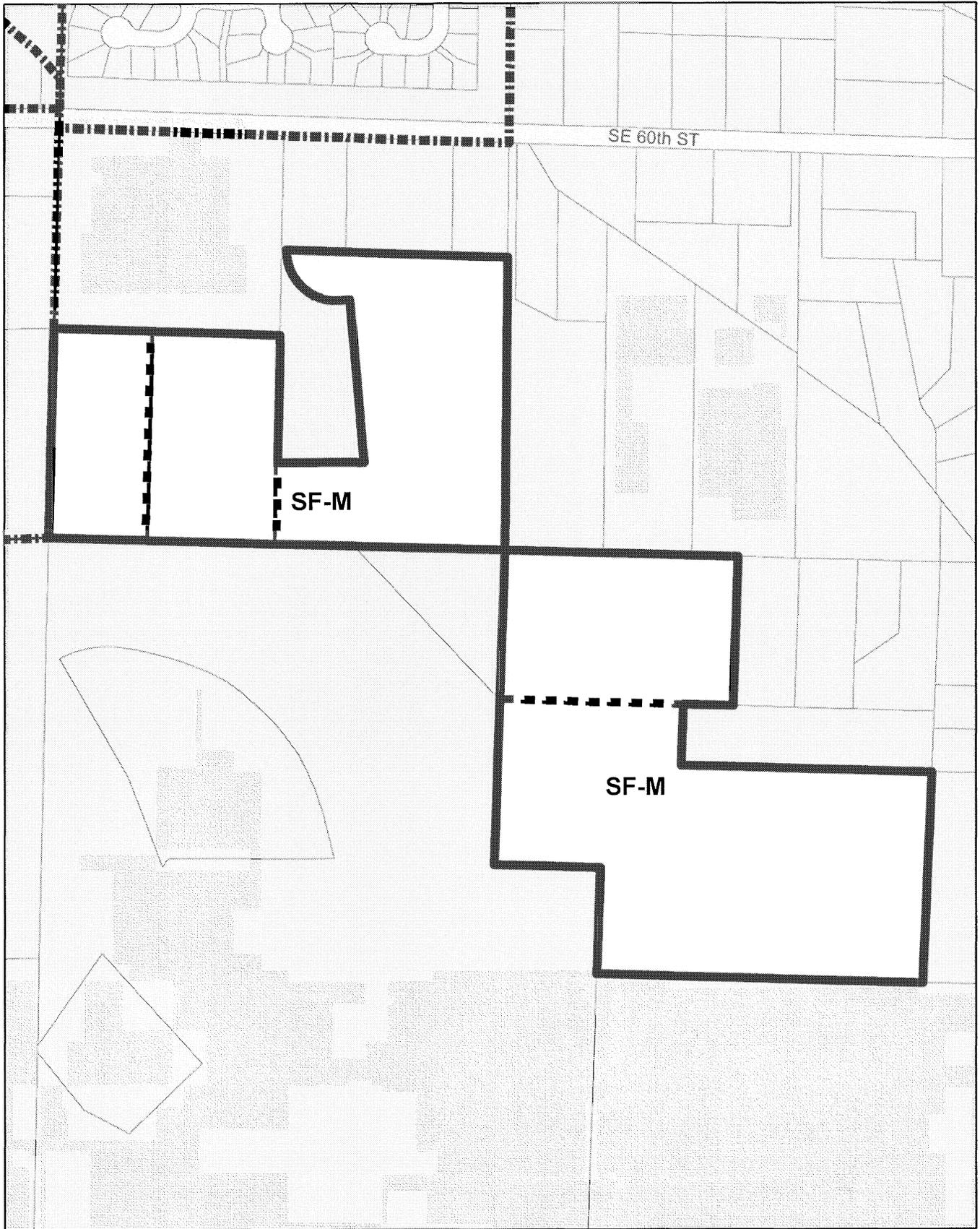
Preliminary analysis suggests that this request is likely inconsistent with current general policies in the Comprehensive Plan. The effect of including this in Bellevue is actually counter to what is planned. The city would end up using infrastructure to enable a higher level of development than was ever contemplated, outside of the village pattern, and without a clear understanding of the upper limits to such infrastructure capacity, in order to enable a development pattern on an accelerated timeline. This higher level of development, without a defined pattern, could have significant impacts counter to city policies protecting natural areas, open spaces and park lands, and result in unanticipated traffic impacts on the surrounding area.

- H. State law requires, or a decision of a court or administrative agency has directed such a change.

State law, or a decision of a court or administrative agency has not directed the suggested change.

PUBLIC COMMENT

The city has received approximately 10 telephone calls and three email inquiries about this CPA. Two public comments (attached) have been received on this suggestion as of May 16, 2007.



March 2007



Mariner Ridge
Proposed Comprehensive Plan Designations
60th St., at approx. 180th Ave SE

FILED NO. 30167
CITY OF BELLEVUE
DATE 4/18/01
M. TOMORRO
CITY CLERK'S OFFICE
As 6585

REVISED INTERLOCAL
AGREEMENT FOR WHOLESALE WATER SERVICE
FROM
CITY OF BELLEVUE
TO
CITY OF ISSAQUAH SERVICE AREA
(GLACIER RIDGE)

WHEREAS: A sphere of influence agreement has been reached between the City of Bellevue (Bellevue) and the City of Issaquah (Issaquah) that outlines the limits of a future boundary between the cities, and

WHEREAS: It is desirable that the Cities future water service boundaries correspond with the Cities future corporate limits, and

WHEREAS: Bellevue has now or will in the future be extending water system facilities to serve areas adjacent to, or in close proximity of, its side of the sphere of influence boundary, and

WHEREAS: Bellevue water facilities now exist or will be constructed with a hydraulic elevation that would be capable of providing adequate service pressures to certain areas within Issaquah's service area [shown on Exhibit 1 and labeled as Glacier Ridge (GR)], and

WHEREAS: Issaquah water facilities are currently a greater distance from the GR service area, and

WHEREAS: An analysis of water service options for Issaquah to serve the GR area, which was conducted by CH2M Hill for Issaquah, concluded that the least cost alternative for water service would be through a wholesale/retail agreement between Bellevue and Issaquah, and

WHEREAS: It is desirable to provide water service to the public in the least costly manner, consistent with jurisdictional boundaries, and

WHEREAS: It is recognized that water service to the GR area will not solve Issaquah's long term water needs and that other solutions will be needed to serve future growth demands.

NOW, THEREFORE be it agreed by the Cities of Bellevue and Issaquah that:

1. Bellevue agrees to provide wholesale water service to Issaquah for the GR area only for retail distribution and sale in accordance with the terms of this agreement.
2. This agreement addresses the provision of wholesale water service to a limited area of Issaquah's water service area. It is not the intent of this agreement to address facilities that would be capable of serving any additional portion of Issaquah's water service area. Such facilities would require a separate agreement.

3. The number of Equivalent Residential Units (ERU's) to be served within the area shall not exceed 700 ERU's total, with no more than 150 ERU's of the 700 total being supplied water from Bellevue's 1465 operating zone, unless it is mutually agreed that additional ERU's may be served. An ERU shall be defined as being equal to one for each single family detached dwelling, and shall be based upon a mutually agreeable formula for all other uses.
- 4a. Bellevue shall supply water from its 1,150 operating zone, hence the maximum service elevation from this operating zone (without re-pumping) is approximately 1,050 feet above sea level. Bellevue shall provide a maximum fire flow rate of 2,500 gpm measured at the point of interconnection: It is understood that the actual rate of flow at the point of use is dependent upon the hydraulic behavior of the distribution system between the connection point and the point of use and Bellevue therefore makes no representation with regard thereto.
- 4b. Bellevue shall also supply water from its 1,465 operating zone, hence the maximum service elevation from this operating zone (without re-pumping) is approximately 1,365 feet above sea level. Bellevue shall provide a maximum fire flow rate of 1,500 gpm measured at the point of interconnection: It is understood that the actual rate of flow at the point of use is dependent upon the hydraulic behavior of the distribution system between the connection point and the point of use and Bellevue therefore makes no representation with regard thereto.
5. Bellevue agrees that the wholesale service it provides to Issaquah will meet the same standards of reliability, rate of flow and quality, that it provides to its retail service customers. To enhance system reliability, a second (emergency) connection point shall be developed by Bellevue and Issaquah prior to serving over 350 ERU's.
6. The Water Purveyor Contract between the City of Seattle and the City of Bellevue, Section II.B. Resale to Other Parties, requires written consent from Seattle prior to the execution of this Agreement.

Issaquah agrees, for the GR 'service area, to abide by the standard terms and conditions that are imposed by the Seattle Water Department as well as those imposed by Bellevue, including but not limited to cross-connection controls, water quality testing, water conservation and other applicable standards and those terms and conditions are hereby incorporated by reference herein as if set forth in full. This Agreement does not convey purveyor status or water supply rights from the City of Seattle to Issaquah.

- 7a. Bellevue and Issaquah agree that the water system improvements needed to serve the GR area supplied from Bellevue's 1150 operating zone are to be provided in response to development activity, hence the construction of the facilities included on Exhibit 2 is dependent upon developer contributions and construction. Issaquah's fair share of the capital cost of facilities to serve the area shall be provided from developer cash contributions and/or developer facility construction directly to or in conjunction with the Developer(s) constructing the improvements included on Exhibit 2.

- 7b. Bellevue and Issaquah agree that the additional water system improvements needed to serve the GR area supplied from Bellevue's 1465 operating zone are those facilities included on Exhibit 3.

Issaquah agrees to pay Bellevue its fair share of the capital costs of the existing facilities (previously constructed by Bellevue) included on Exhibit 3. The cost of these existing facilities will be recovered as a connection fee of \$5,500 for each ERU that is served by the 1465 supply connection. These fees will be collected by Issaquah and paid to Bellevue in the manner described in paragraph 11 of this agreement.

The future facilities included on Exhibit 3 are to be provided in response to development activity in the GR area supplied by Bellevue's 1465 operating zone, hence the cost of constructing these facilities is Issaquah's responsibility and is dependent upon developer contributions and construction.

8. The basis for determining Issaquah's fair share of the capital cost of facilities shall be mutually accepted engineering standards related to sizing of storage, pumping, distribution and transmission facilities as listed on Exhibit 2.
9. Bellevue shall construct, own and maintain all facilities within its service area, that are jointly used by Bellevue and Issaquah through Developer Extension requirements. Bellevue is not obligated to provide these or additional facilities for this purpose at Bellevue's cost.
10. Issaquah shall construct, own and maintain all facilities that are solely used for service to Issaquah, regardless of the location of the facilities through Developer Extension requirements.
11. Issaquah agrees to pay Bellevue's applicable standard connection fees for each ERU that is served. These fees will be collected by Issaquah on a unit by unit basis at the time that water service is requested. An annual payment will be made to Bellevue representing the connection fees that were collected during the preceding twelve month period. The annual payment shall be made on or near December 31st of each year that new connections are added. A letter report shall accompany the payment, which includes an accounting of the connections added during the year.
12. All water supplied to the GR area by Bellevue shall be metered in a manner that is approved by Bellevue. The metering device(s) shall be owned by Bellevue and be periodically calibrated in accordance with manufacturer's specifications to guarantee accuracy.
13. Bellevue will record the water consumption on a bi-monthly schedule and submit a bill to Issaquah for water consumption. The water shall be charged at Bellevue's standard residential water rate. This rate includes charges for maintenance and operation of the jointly used facilities in perpetuity and will not be subject to additional charges for maintenance and operation.

14. Bellevue agrees to obtain all necessary approvals and permits for serving and constructing the jointly used facilities.
15. Issaquah agrees to obtain all necessary approvals and permits for construction of the facilities that will solely serve Issaquah.
16. The City of Issaquah may exercise the right of ownership for its fair share of facilities necessary to serve the area, but will require the consummation of a separate agreement which would address payments water rates, maintenance and operations, ultimate replacement and other applicable terms and conditions.
17. **Dispute Resolution.** Each City shall designate representatives for the purposes of administering this Agreement and resolving disputes arising from this Agreement. Each City shall notify the other in writing of its designated representatives. Each City, may change its designated representatives on notice to the other.

Disputes that cannot be resolved by the representatives designated herein shall be referred to the chief executive officer of each city for mediation and/or settlement. If not resolved by them within sixty (60) days, either City, or both of them, may file a demand for arbitration, in which event the issue shall be submitted to an arbitrator acceptable to both parties and the matter shall be arbitrated pursuant to the rules and procedures of the American Arbitration Association. The decision of the arbitrator shall be final and binding on both cities.

18. **Liability/Hold Harmless.** Bellevue shall indemnify, defend, and hold harmless the City of Issaquah, its officers, agents and employees, from and against any and all claims, losses, or liability, including attorneys fees, arising from injury or death to persons or damage to property occasioned by any act, omission or failure of Bellevue, its officers, agents and employees, in the performance of this agreement. With respect to the performance of this agreement and as to claims against Issaquah, its officers, agents and employees, Bellevue expressly waives its immunity under Title 51 of the Revised Code of Washington, -the Industrial Insurance Act, for injuries to its employees and agrees that the obligation to indemnify, defend and hold harmless provided for in this paragraph extends to any claim brought by or on behalf of any employee of Bellevue. This paragraph shall not apply to any damage resulting from the negligence of Issaquah, its agents, and employees. To the extent any of the damages referenced by this paragraph were caused by or resulted from the concurrent negligence of Issaquah, its agents or- employees, this obligation to indemnify, defend and hold harmless is valid and enforceable only to the extent of the negligence of Bellevue, its officers, agents, and employees.

Issaquah, shall indemnify, defend, and hold harmless the City of Bellevue, its officers, agents and employees, from and against any and all claims, losses, or liability, including attorneys fees, arising from injury or death to persons or damage to property occasioned by any act, omission or failure of Issaquah, its officers, agents and employees, in the performance of this agreement. With respect to the performance of this agreement and as

to claims against Bellevue, its officers, agents and employees, Issaquah expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees and agrees that the obligation to indemnify, defend and hold harmless provided for, in this paragraph extends to any claim brought by or on behalf of any employee of Issaquah. This paragraph shall not apply to any damage resulting from the negligence of Bellevue, its agents, and employees. To the extent any of the damages referenced by this paragraph were caused by- or resulted from the concurrent negligence of Bellevue, its agents or employees, this obligation to indemnify, defend and hold harmless is valid and enforceable only to the extent of the negligence of Issaquah, its officers, agents, and employees.

19. Additional Terms and Conditions: The City of Bellevue agrees to provide water to the City of Issaquah under this agreement subject to the following additional terms and conditions:
1. The proposed area to be served by Issaquah with water provided under this agreement shall be physically contiguous to the incorporated limits of the City of Bellevue.
 2. A notice of intent to annex the property described in Exhibit 3 hereto, the High Park property, shall be filed by the owners thereof and accepted by the Bellevue City Council within 15 days of approval of this agreement by the Bellevue City Council.
 3. Annexation of the High Park property to the City of Bellevue shall be completed within 180 days of acceptance by the Bellevue City Council of the notice of intent to annex the High Park property.

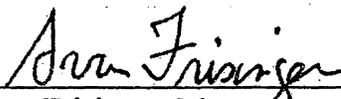
If any of the above conditions are not met, this agreement shall terminate and be of no further force or effect.

HEREBY AGREED TO AND ACCEPTED BY this the _____ day of _____, 2008

CITY OF BELLEVUE

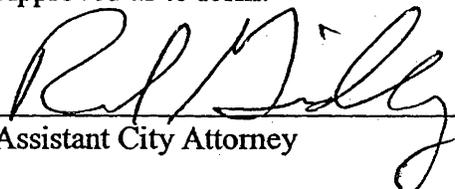


CITY OF ISSAQUAH

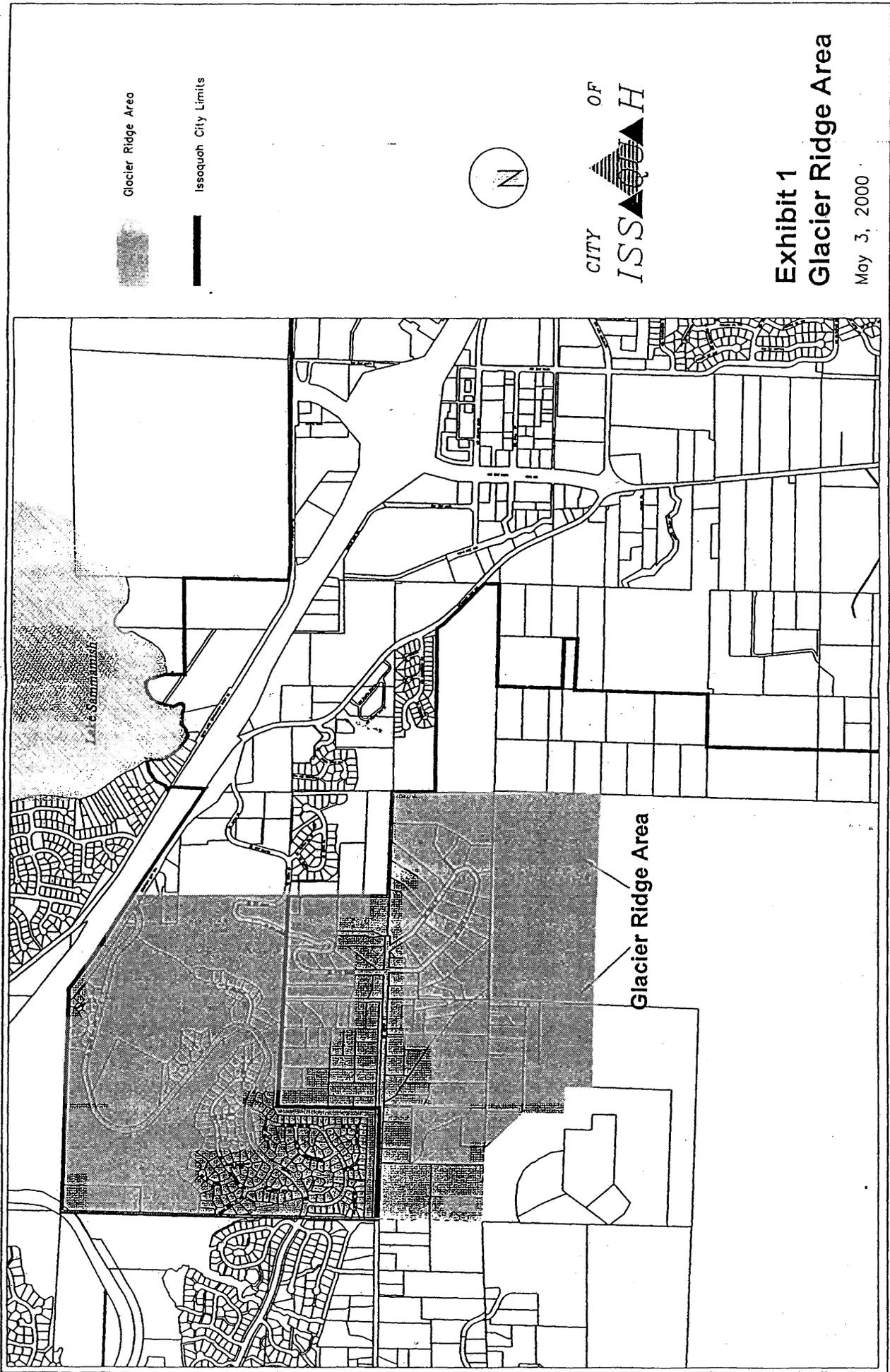

Ava Frisinger, Mayor

Attest: 
Linda Ruehle, City Clerk

Approved as to form:


Assistant City Attorney


Issaquah City Attorney



Glacier Ridge Area

Issaquah City Limits



CITY OF ISSAQUAH

**Exhibit 1
Glacier Ridge Area**

May 3, 2000

Glacier Ridge Area

EXHIBIT 2

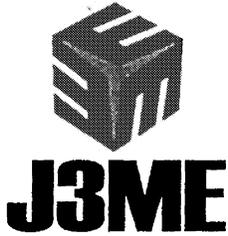
LIST OF FACILITIES NEEDED TO SUPPLY WATER
FROM BELLEVUE'S 1150 OPERATION ZONE

1. Newport Pump Station Upgrade
2. 850 Pressure - 12" Transmission Main
3. 850 EL to 1150 EL Pump Station
4. 1150 Elevation 12" Transmission Main
5. 1150 Elevation Reservoir - 1.05 MG
6. 1150 Elevation - Issaquah 12" Transmission Main
7. 1150 Elevation Water Meter, Vault, Appurtenances

EXHIBIT 3

LIST OF ADDITIONAL FACILITIES NEEDED TO SUPPLY WATER
FROM BELLEVUE'S 1465 OPERATION ZONE

1. 1150 EL to 1465 EL Pump Station (existing facility)
2. 1465 Elevation 12" Transmission Main (existing facility)
3. 1465 Elevation Reservoirs (2) - 2.0 MG and 0.3 MG (existing facility)
4. 1465 Elevation - Issaquah Transmission Main (future facility)
5. 1465 Elevation Water Meter, Vault, and Appurtenances (future facility)



1375 NW Mall Street, Suite 3
Issaquah, WA 98027
425.313.1078 (Bus)
425.313.1077 (Fax)

City of Bellevue
Department of Planning and Community Development
450 110th Ave NE
P.O. Box 90012
Bellevue, WA 98009

RE: Mariner Ridge Comprehensive Plan Amendment Application

To Whom It May Concern:

The enclosed application includes a proposal to amend the City of Bellevue Comprehensive Plan to add approximately 50 acres of land (currently included in the City of Issaquah's East Cougar Mountain PAA) to the City of Bellevue's Potential Annexation Area (PAA), establishing a Single Family-Medium Comprehensive Plan designation for the Newcastle Subarea Land Use Plan map. The City of Issaquah has indicated that adjustment of the boundaries in this area is appropriate and should be considered. The City of Bellevue and the City of Issaquah have both identified additional parcels of interest that may be appropriate to add to the scope of this application; these two jurisdictions will work together to define the final parcel list for this proposal.

It is proposed that the PAA boundaries and the Sphere of Influence Line be re-examined at this time due to recent changes in the availability of public utility services and vehicular access. The properties propose to gain access from the City of Bellevue's SE Cougar Mountain Way via an existing access easement through King County's Cougar Mountain Regional Wildland Park. Many of the streets within the City of Bellevue in this area have already been improved or are in the process of development, making public services; such as Fire and Police Protection, water, etc. more readily available through the City of Bellevue, rather than through the City of Issaquah.

Further, benefits unanticipated by the original Comprehensive Plan can also be provided to City of Bellevue residents if the PAA is amended. An access and utility easement for the affected property owners through Cougar Mountain Regional Wildland Park has been agreed upon by King County and includes road improvements, water service to the park, and extension of and improvements to the existing Peggy's Trail to Southeast 60th Street. Peggy's Trail is an existing trail in Cougar Mountain Wildland Park that currently routes through the park, but dead ends at private development. A public trail easement will be dedicated across the subject properties and will be designed and constructed by the property owners, such that a permanent public connection (across privately owned land) will be made between the existing Peggy's Trail and Cougar Mountain Park.

Please refer to the enclosed exhibits and site photos for more information and details. Should you have any questions or concerns regarding this application, please contact either Morgan Nichols (425-313-1078; morgan@J3ME.net) or Leone Frisch (425-313-1078; leone@J3ME.net). Thank you in advance for your time and consideration. We look forward to working with you on this project.

Best regards,

Morgan Nichols
Planner



COMPREHENSIVE PLAN AMENDMENT

APPLICATION DATE: FOR CPA YEAR: 20	TECH INITIALS <i>JM</i>	PROJECT FILE # <i>07-104785 AC</i>
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- Project name Mariner Ridge
- Applicant name Shelley Safronek Agent name J3ME - Morgan Nichols
- Applicant address 22362 SE 32nd St, Sammamish, WA 98075
- Applicant telephone (425) 766-0301 fax (425) 657-0267 e-mail shelley@homefinance.com
- Agent telephone (425) 313-1078 fax (425) 313-1077 e-mail morgan@J3ME.net

This is a proposal to initiate a site-specific Comprehensive Plan Amendment (Go to **Block 1**)
 This is a proposal to initiate a non site-specific Comprehensive Plan Amendment (Go to **Block 2**)

BLOCK 1 *see attached Mariner Ridge CPA Supplemental Sheets*

Property address and/or 10-digit King County parcel number _____

Proposed amendment to change the map designation from existing _____ to proposed _____

Site area (in acres or square feet) _____

Subarea name _____

Last date the Comprehensive Plan designation was considered ___/___/___

Current land use district (zoning) _____

Is this a concurrent rezone application? Yes No Proposed land use district designation _____

Go to **BLOCK 3** Community Council: N/A East Bellevue

BLOCK 2

Proposed amendment language. This can be either conceptual or specific amendatory language; but please be as specific as possible so that your proposal can be adequately evaluated. If specific wording changes are proposed, this should be shown in ~~strike-out~~/underline format. Attach additional pages as needed.

n/a

Reference Element of the Comprehensive Plan (e.g., Land Use, Transportation, Housing, Capital Facilities):

Last date the Comprehensive Plan policy or text was considered ___/___/___

Go to **BLOCK 3**



BLOCK 3

Support for the proposed amendment. Explain the need for the amendment—why is it being proposed? Describe how the amendment is consistent with the vision of the Comprehensive Plan. Include any data, research, or reasoning that supports the proposed amendment. Attach additional pages as needed.

** see attached Mariner Ridge CPA Supplemental Sheets**

Go to **BLOCK 4**

BLOCK 4a

Evaluating the proposed amendment. Explain how the proposed amendment is consistent with the Threshold Review Decision Criteria in LUC Section 20.30I.140 (see Submittal Requirements Bulletin #53). Attach additional pages as needed.

** see attached Mariner Ridge CPA Supplemental Sheets**

BLOCK 4b complete this section only for a site-specific concurrent rezone

Evaluating the proposed concurrent rezone. Explain how the proposed rezone would be reviewed under Rezone Decision Criteria in Land Use Code Section 20.30A.140. Attach additional pages as needed.

na

I have read the Comprehensive Plan and Procedures Guide 1

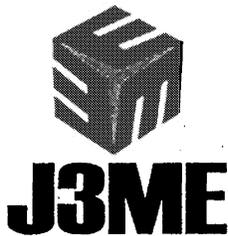
NOTICE OF COMPLETENESS: Your application is considered complete 29 days after submittal, unless otherwise notified.

Signature of applicant *Shelley L. Jafrow* Date *1/30/2007*

I certify that I am the owner or owner's authorized agent. If acting as an authorized agent, I further certify that I am authorized to act as the Owner's agent regarding the property at the above-referenced address for the purpose of filing applications for decisions, permits, or review under the Land Use Code and other applicable Bellevue City Codes and I have full power and authority to perform on behalf of the Owner all acts required to enable the City to process and review such applications.

I certify that the information on this application is true and correct and that the applicable requirements of the City of Bellevue, RCW, and the State Environmental Policy Act (SEPA) will be met.

Signature *Morgan Nichols* Date *1/30/07*
(Owner or Owner's Agent)



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Mariner Ridge Comprehensive Plan Amendment Application Supplemental Sheets

Block 1

- **Property address and/or 10-digit King County parcel number**
 - This is a proposal for a site specific amendment and is to include each of the following properties (*see Exhibit 2: Parcel Map*):
 - 3024069027 (Ascension Properties)
 - 1924069062 (Safronek)
 - 1924069051 (Perry)
 - 3024069028 (Meyers)
 - 1924060152 (Conner)
 - *Note: The City of Issaquah recommends that five additional parcels, (directly to the north of those parcels listed above) be potentially added as an addendum to the application for annexation – these parcels are not included as part of the current request but are to be addressed at a later time. The City of Bellevue had one additional parcel to add to the “potential” list. The City of Bellevue and the City of Issaquah will work together to determine which properties are the most appropriate to include as part of this application. For reference, the additional six properties are listed below:*
 - 1924069060
 - 1924069012
 - 1924069053
 - 1924069151
 - 1924069153
 - 3024069029
- **Proposed amendment to change the map designation from existing _____ to proposed _____**
 - This Comprehensive Plan Amendment (CPA) proposes to add the identified parcels to the Potential Annexation Area (PAA) and to establish a Single Family-Medium Comprehensive Plan designation on the Newcastle Subarea Land Use Plan map (*see Exhibit 3: Vicinity and Subarea Map*).

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- **Site area (in acres or square feet)**
 - 3024069027 (Ascension Properties) – 870,764.40 sf
 - 1924069062 (Safronek) – 195,584.40 sf
 - 1924069051 (Perry) – 262,231.20 sf
 - 3024069028 (Meyers) – 336,718.80 sf
 - 1924060152 (Conner) – 513,136.80 sf
 - **Total Site Area = 2,178,435.60 sf**

- **Subarea name**
 - Newcastle Subarea

- **Last date the Comprehensive Plan designation was considered**
 - Not applicable - These properties have not been part of a previous CPA or annexation proposal presented to the City of Bellevue.

- **Current land use district (zoning)**
 - R-1 (Residential, one DU per acre) per Unincorporated King County Zoning
 - No designation by the City of Issaquah

- **Is this a concurrent rezone application?**
 - No
 - **This option not available because property is not currently in Bellevue. Annexation and [re]zoning will not be addressed until after CPA approved, as zoning for property not previously [Bellevue] zoned is accomplished through pre-annexation zoning or rezoning after annexation.*

- **Proposed land use district designation**
 - Single Family-Medium designation on the Newcastle Subarea Land Use Plan

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Block 2

- Not applicable

Block 3

Support for the proposed amendment. Explain the need for the amendment – why is it being proposed? Describe how the amendment is consistent with the vision of the Comprehensive Plan. Include any data, research, or reasoning that supports the proposed amendment. Attach additional pages as needed.

Project Context

The proposed annexation area is currently located within Unincorporated King County, within the City of Issaquah Sphere of Influence, designated within Issaquah as the East Cougar Potential Annexation Area (PAA) Boundaries (see *Exhibit 9: Issaquah Potential Annexation Area Map*). Issaquah has not assigned a land use designation to this area. Their Comprehensive Plan states that any land use designation would be decided as part of a pre-annexation agreement. The site is currently zoned R-1 (Residential, one DU per acre) per Unincorporated King County Zoning (see *Exhibit 10: King County Comprehensive Plan Designation*).

The City of Issaquah has indicated that they are open to potentially changing the Sphere of Influence and their PAA to release these properties such that they may be annexed by the City of Bellevue. Further, the City of Issaquah is in the process of preparing an Agenda Bill to address the issue, and will be working in conjunction with the City of Bellevue to discuss details of any annexation boundary changes.

Need for Amendment

Amending the City of Bellevue Comprehensive Plan to add the identified parcels to the PAA and to establish a Single Family-Medium Comprehensive Plan designation on the Newcastle Subarea Land Use Plan map is both reasonable and logical, based upon the following circumstances:

- 1) The Sphere of Influence Line has not been re-examined since it was established in 1979.
- 2) Public services (Fire, Water, Police, etc.) and site access can be better provided by the City of Bellevue, as public utility and street improvements have been recently constructed or are in the process of being constructed and can easily be made available to service the properties.
- 3) The “greater public good” can be served to City of Bellevue residents. Benefits unanticipated by the original Comprehensive Plan can be provided to City of Bellevue residents if the PAA is amended.
- 4) Single Family-Medium land use district designation is appropriate to meet goals of the Growth Management Act.
- 5) The City of Bellevue Comprehensive Plan provides clear support for adding these properties to the PAA.

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A discussion addressing the above points is included immediately below.

1) Re-examination of the Sphere of Influence Line

The Sphere of Influence Line has not been formally re-examined since its' original establishment. As described in the City of Bellevue Comprehensive Plan, Bellevue's Potential Annexation Area (PAA) was established in an agreement reached with the cities of Issaquah and Renton in 1979. This agreement identifies a Sphere of Influence line to which these three cities will expand eventually in the Newcastle area. It also states that the Sphere of Influence Line may be re-examined when certain factors such as development patterns or water, sewer, storm water, or transportation service boundaries diverge from expected directions. Proposed development of the identified properties has revealed that a re-examination of the Sphere of Influence Line is warranted, due to rapid development within the City of Bellevue Newcastle Subarea. The accelerated rate of growth in the Newcastle Subarea has resulted in significant changes in Bellevue, rather than Issaquah, thus placing Bellevue as the jurisdiction better equipped to service the proposed annexation area. It is the expectation of property owners that they can most effectively develop their properties in a timely manner, on par with development in the near vicinity. The City of Bellevue can most effectively meet this expectation through an amendment to their PAA. Further analysis of these changes and their impacts to the Sphere of Influence Line is presented in Block 4.

2) Provision of Public Services and Site Access

2a) *Site Access Issues (see Exhibit 4: Access, Services, and Easement Improvements Map)*

If these properties are added to the City of Bellevue's PAA, access to the site would be safely gained from the City of Bellevue's arterial road SE Cougar Mountain Drive, via an easement for access and utilities across King County's Cougar Mountain Park. Improvements to SE Cougar Mountain Drive (discussed further in the next section) that improve both the quality of the road and access to Cougar Mountain Park are included as part of this proposal. Additionally, some of the developed properties in Issaquah's PAA immediately to the east of the proposed annexation site (i.e. east of parcel AFN 3024069028) already access their properties through the park from Bellevue's SE Cougar Mountain Drive. Alternatively, if these properties were to be annexed by Issaquah, site access and police and fire response would be required via Issaquah's Kline Hill Road. Kline Hill Road, a series of steep switchbacks, has consistently been shown to be a substandard and treacherous road with extensive traffic safety risks as well as high erosion and landslide hazard potential (*see Exhibit 4: Access, Services, and Easement Improvements Map, vicinity map, for Kline Hill road location*). Required repairs and improvements to bring this road to "safe" conditions would be extensive and a major undertaking for the City of Issaquah; additionally, creating an alternative access route from Issaquah would be difficult and potentially contentious with the community.

2b) *Provision of Public Services (see Exhibit 4: Access, Services, and Easement Improvements Map)*

As part of the original establishment of the Sphere of Influence, it was expected that the City of Issaquah would eventually build out their infrastructure to a point that these properties could be serviced by them. The City of Bellevue is in an excellent position now to provide all services, except sewer, to the proposed annexation site as they currently already service the adjacent area. Sewer to the properties would most likely need to be provided by Issaquah (via an inter-local agreement with Bellevue). Substantial infrastructure improvements (public services, infrastructure and utility extensions, and arterial roads) by the City of Bellevue have recently occurred in the adjacent areas, due to recent rapid development of the Newcastle Subarea. Public services would be provided from Bellevue from SE Cougar Mountain Drive,

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via an easement for access and utilities across King County's Cougar Mountain Park. The City of Bellevue also already maintains SE Cougar Mountain Drive, has the nearest fire station, and already has water service to the area. The City of Issaquah is not well equipped to provide public services (fire, police, water, etc.) or primary access to the site, due to logistical and engineering challenges. As mentioned, police and fire from Issaquah would be provided via a dangerous route.

3) Benefits to the Greater Public Good for City of Bellevue Residents

Adding these properties to the City of Bellevue's PAA would provide benefits to residents of the City of Bellevue and result in a large contribution to the greater public good by accelerating the annexation process, thus setting in motion valuable development agreements. The City of Bellevue is perfectly poised to annex these properties now, as compared to Issaquah that may be prepared at some distant point in the future. Benefits provided by this proposal were not anticipated when the Comprehensive Plan was written and the Sphere of Influence established in 1979. These benefits are contingent upon the annexation and subsequent development of the property, and will be executed according to the "Agreement Regarding Property Development and Easements for Access Utility" (see *Exhibit 5: Easement Agreement for full text of agreement and Exhibit 4: Access, Services, and Easement Improvements Map for a visual representation*), which has been drawn up between the applicants and King County. A summary of this agreement and its resulting benefits to the public good of the City of Bellevue are outlined directly below:

Summary of Relevant Agreement Conditions and Benefits:

- **Improved Access to Cougar Mountain Park for Bellevue Residents** – Existing access to Cougar Mountain Park from Bellevue is via SE Cougar Mountain Drive, which changes from paved to a substandard gravel road near the entrance to the park. Prior to development of the subject properties, the property owners will construct a paving overlay on SE Cougar Mountain Drive from the location at which the paving ends to the Cougar Mountain Radar Park parking lot. Cougar Mountain Radar Park is found within Cougar Mountain Wildland Park.
 - These road improvements will create a safe and convenient access to the park, greatly encouraging and increasing use of this unique natural resource area for Bellevue residents. See *Exhibit 8: Cougar Mountain Park Background File* for more information about the Park.
- **Easement for Public Trail** – Peggy's Trail (trail #N10 on north side of park) is an existing trail in Cougar Mountain Radar Park that currently routes through the park, but dead ends at private development, leaving it virtually useless for park users. A public trail easement will be dedicated across the subject properties and will be designed and constructed by the property owners, such that a permanent public connection (across privately owned land) will be made between the existing Peggy's Trail and Cougar Mountain Radar Park.
 - This trail connection will provide the link in the trail system, such that hikers will no longer need to backtrack and use public roads to reach the Lewis Creek Canyon system of trails.
- **Extension of Water Line(s) to Cougar Mountain Radar Park** – Currently, potable water is not provided to Cougar Mountain Radar Park and its facilities. The property owners will construct public water supply lines for potable water and fire protection from the intersection of the new access road to the proposed annexation properties and SE

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Cougar Mountain Drive to Cougar Mountain Radar Park, to connect the facilities to the City of Bellevue's water system.

4) Single Family-Medium Appropriate Land Use Designation

Amending the City of Bellevue Comprehensive Plan to add the identified parcels to the PAA and to establish a Single Family-Medium density designation (SF-M: Residential designation allowing up to 3.5 dwelling units per acre), rather than a Single Family-Low density designation (SF-L: Residential designation allowing up to 1.8 dwelling units per acre), is the most appropriate to meet the goals of the Growth Management Act. The King County Comprehensive Plan classified this area as a designated Urban Growth Area. Despite being located in an urbanizing context, these properties are currently designated as a "rural" R-1 (Residential, one DU per acre) per Unincorporated King County Zoning (and have not yet received a designation from the City of Issaquah). To meet the Growth Management Act (GMA) and county goal of compact urban development, residential land within the Urban Growth Area should typically develop at urban densities. The Growth Management Hearings Board has addressed the issue of appropriate levels of density within Urban Growth Areas and has found that urban land use patterns of low density 1-acre lots constitutes urban sprawl, and is usually inappropriate in meeting city growth targets and urban densities. Residential development at higher densities, as would be allowed under SF-M, constitutes compact urban development and better meets the requirements of the Act.

5) Meeting City of Bellevue Comprehensive Plan Goals and Supporting City Vision

The addition of these properties to the PAA will meet numerous goals cited within the *City of Bellevue Comprehensive Plan*, and many benefits will be provided to the City of Bellevue resulting from the development of this property.

5a) Consistency with Applicable Newcastle Subarea Policies

Policy S-NC-1 Encourage and provide incentives for the annexation of vacant property within the Potential Annexation Area prior to its development.

- The proposed annexation properties are currently vacant, providing Bellevue the opportunity to guide compatible development such that it can be served efficiently, is sensitive to the environment, and is well designed.

Policy S-NC-2 Encourage the joining together of properties under one annexation proposal whenever possible.

- The proposed parcels are contiguous and provide a large block of land under one application.

Policy S-NC – 4 Encourage and support cost sharing of needed facility improvements among affected property owners interested in annexation and, when appropriate, include existing owners of undeveloped or underdeveloped properties in Bellevue or affected jurisdictions who may receive benefits from such improvements.

- These undeveloped properties will share the burden of the cost to bring utilities and services to the properties, as well as to the abutting Cougar Mountain Radar Park.

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Policy S-NC-5 Encourage and, when possible, require the simultaneous construction of improvements whenever such an approach is cost effective.

- Improvements to SE Cougar Mountain Drive and Cougar Mountain Park will be simultaneously constructed and paid for by the property owners upon development, pursuant to the terms of the easement.

Policy S-NC-8 Participate, as a partner with King County, in the decision making process for issues in the Subarea related to the provision of services, annexation, development review, and construction inspection.

- The access and utility easement agreement between the applicants and King County provides the City the opportunity to participate in the discussion about provision of water service to Cougar Mountain Park, trail development, and road access placement to the development.

Policy S-NC-11 Promote infill development at a density consistent with the existing character of established neighborhoods.

- The proposal request includes a land use designation of Single Family-Medium density development that will be compatible with development in the surrounding area.

Policy S-NC-19 [new] Encourage new subdivisions to create consolidated access points to SE Cougar Mountain Way.

- Via an easement granted by King County through Cougar Mountain Park, all of the parcels will have consolidated access to SE Cougar Mountain Way.

Policy S-NC-45 Support King County in their efforts to establish a public trail system in the Cougar Mountain area for hiking and equestrian use.

Policy S-NC-46 Encourage a trail system which incorporates other amenities in the Subarea such as open space systems, historic sites, scenic views, and unique natural features. Where feasible, tie new trail systems to existing trail systems in the Subarea and surrounding neighborhoods.

Policy S-NC-48 Cooperate and coordinate with King County, Issaquah, and Renton in the planning and development of park and recreational facilities to meet the needs of Newcastle residents.

- The above policies are met such that access will be improved to the historical Cougar Mountain Radar Park via the paving of SE Cougar Mountain Drive, connections to the existing Peggy's Trail in Cougar Mountain Park will be completed via a public easement over private lands (those lands included in the proposal), and water lines will be extended to facilities in Cougar Mountain Radar Park. "Radar Park" is part of the Cougar Mountain Regional Wildland Park, at the top of Cougar Mountain. It was once a military installation used to protect our area from air attack. These combined improvements help to increase access and help preserve and restore this historic site to the benefit of Newcastle residents as well as all City of Bellevue residents.

5b) Consistency with Applicable General Comprehensive Plan Policies

Policy PA-8 Coordinate park planning, acquisition, and development with other city projects and programs that implement the Comprehensive Plan.

Policy PA-9 Actively pursue private dedication of land and funds for park related purposes through a variety of methods such as purchase, donation, easement, and through the development review process.

Policy PA-11 Develop partnerships with school districts, other public agencies, and private groups to meet the open space and recreation needs of the city and region.

Policy PA-19 Develop parks and facilities in a quality manner to assure attractiveness, full utilization, and long term efficiency.

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Policy PA-21 Coordinate with other jurisdictions in the planning and development of regional greenways, parks, cultural, and recreational facilities.

Policy PA-29 Evaluate existing parks and facilities, and renovate, where appropriate, to maximize efficient maintenance and operating practices, improve safety and accessibility for all users, and to reduce, where feasible, the impacts on adjacent properties.

Policy PA-35 Promote partnerships with public and private service providers to meet cultural, recreational, and social needs of the community.

- The above policies are met such that access will be improved to the historical Cougar Mountain Radar Park via the paving of SE Cougar Mountain Drive so that the park may be fully utilized and easily accessed by users, connections to the existing Peggy's Trail in Cougar Mountain Park will be completed via a public easement over private lands (those included in the proposal), and water lines will be extended to facilities in Cougar Mountain Radar Park. These combined improvements help to increase access to and help preserve and restore this historic site to the benefit of Newcastle residents as well as for all City of Bellevue residents.

The City of Bellevue, the owners of the properties proposed for annexation, and King County will all work in partnership to cohesively implement the terms of the access and utilities agreement. Adding these properties to the PAA will further respond to the vision of the Comprehensive Plan as well as the needs of Bellevue residents by: cooperating with other jurisdictions to provide access to open space and recreation facilities, developing and maintaining parkland and cultural recreation facilities and public trails to benefit the community, modifying the existing parks facilities to optimize use of the resource, and promoting a partnership with King County such that the quality of life for Bellevue residents will be enhanced.

Policy LU-5 Ensure enough properly zoned land to provide for Bellevue's share of the regionally-adopted demand forecasts for residential, commercial, and industrial uses for the next 20 years.

- Addition of the proposed annexation properties to the City of Bellevue's PAA will add valuable undeveloped land to the City's resource base, therefore providing the opportunity to better meet the goals of the GMA's growth targets.

Policy HO-17 Encourage infill development on vacant or under-utilized sites that have adequate urban services and ensure that the infill is compatible with the surrounding neighborhoods.

- The proposed annexation sites are currently vacant and under-utilized. Single family development of these properties would be compatible with the surrounding neighborhoods. Bellevue is perfectly poised to extend services to this area.

Policy UT-7 Extend water and sewer utility service to unserved areas of the utility service area, including extensions into potential annexation areas, if the city's costs are reimbursed and provided that service will be extended only upon annexation to the city, or if extensions are consistent with local and regional land use and utility comprehensive plans.

- Upon annexation and development of these properties, the property owners will bear the burden of extending water to the parcels and to Cougar Mountain Radar Park, based upon the access and utilities easement agreement. As mentioned previously, sewer would be provided via an inter-local agreement with the City of Issaquah.

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Block 4a

Evaluating the proposed amendment. Explain how the proposed amendment is consistent with the Threshold Review Decision Criteria in LUC Section 20.301.140 (See Submittal Requirements Bulletin #53). Attach additional pages as needed.

20.301.140 Threshold review decision criteria.

The Planning Commission may recommend inclusion of a proposed amendment to the Comprehensive Plan in the Annual Comprehensive Plan Amendment Work Program if the following criteria have been met:

A. The proposed amendment presents a matter appropriately addressed through the Comprehensive Plan; and

The proposal is in compliance with this criterion as it is directly applicable to expanding the scope of the Comprehensive Plan and the boundaries of the PAA governed by it. Further, it is consistent with the policies in the City of Bellevue Comprehensive Plan, as described previously in Block 3. It addresses many relevant city goals, as described through identified Newcastle Subarea Policies, Parks, Open Space and Recreation Policies, Land Use Policies, Housing Policies, and Utilities Policies.

B. The proposed amendment is in compliance with the three-year limitation rules set forth in LUC 20.301.130.A.2.d; and

The proposal is in compliance with this criterion, as the properties have not been part of a previous CPA or annexation proposal presented to the City of Bellevue.

C. The proposed amendment does not raise policy or land use issues that are more appropriately addressed by an ongoing work program approved by the City Council; and

The proposal is in compliance with this criterion, as there is not an ongoing work program that would appropriately address the proposal request.

D. The proposed amendment can be reasonably reviewed within the resources and time frame of the Annual Comprehensive Plan Amendment Work Program; and

The proposal is in compliance with this criterion.

E. The proposed amendment addresses significantly changed conditions since the last time the pertinent Comprehensive Plan map or text was amended. See LUC 20.50.046 for the definition of "Significantly Changed Conditions"; and

As described in the City of Bellevue Comprehensive Plan, Bellevue's Potential Annexation Area (PAA) was established in an agreement reached with the cities of Issaquah and Renton in 1979. This agreement

identifies a Sphere of Influence line to which these three cities will expand eventually in the Newcastle area. It also states that the Sphere of Influence Line may be re-examined when certain factors such as development patterns or water, sewer, storm water, or transportation service boundaries diverge from expected directions. Within this annexation area, it is intended that there will be a smooth transition from county to city jurisdiction when unincorporated land is annexed to the city. As mentioned previously, the proposed annexation area is currently located within Unincorporated King County, within the City of Issaquah Sphere of Influence, designated within Issaquah as the East Cougar Potential Annexation Area (PAA) Boundaries. It is zoned R-1 (Residential, one DU per acre) per Unincorporated King County Zoning.

When the Sphere of Influence line was established, the Cougar Mountain area and surrounding community was predominately rural in character. As part of the original establishment of the Sphere of Influence, it was expected that the City of Issaquah would "eventually" build out their infrastructure to a point that these properties could be serviced by them. The area lacked substantial public utility systems along SE Cougar Mountain Way. Since the Sphere of Influence line was originally established, conditions in these areas have significantly changed. Substantial infrastructure improvements have occurred within the Newcastle Subarea, associated with new development. This area has rapidly developed over recent years, changing development patterns, the community character, expanding the extent of the City of Bellevue's public services, infrastructure and utility extensions, and arterial roads. Development has happened at a much slower rate in the nearby region of Issaquah and infrastructure has not yet been built out. As such, the development timeframe for the proposed annexation properties under Issaquah's PAA is probably quite distant. As mentioned earlier, it is the expectation of property owners that they can most effectively develop their properties in a timely manner, on par with development in the near vicinity. Based upon discussions with the City of Issaquah and the City of Bellevue and a re-examination of subsequent development patterns, it has been determined that the Sphere of Influence Line and Bellevue's PAA should now be amended in order to most smoothly transition these areas from county to City of Bellevue jurisdiction, rather than to the City of Issaquah.

It is most appropriate that the City of Bellevue include the identified properties within their PAA, as they are clearly the better candidate to annex these areas. The City of Issaquah has indicated that they are potentially open to changing the Sphere of Influence and their PAA to release these properties such that they may be annexed by the City of Bellevue. Amending the City of Bellevue PAA to include these properties is both reasonable and logical, as it will provide development compatible with the surrounding community and will more efficiently utilize the property and urban services that are now located in the nearby vicinity.

F. When expansion of the geographic scope of an amendment proposal is being considered, shared characteristics with nearby, similarly situated property have been identified and the expansion is the minimum necessary to include properties with those shared characteristics; and

The proposal is in compliance with this criterion, as all similarly situated properties have been included in the request.

G. The proposed amendment is consistent with current general policies in the Comprehensive Plan for site-specific amendment proposals. The proposed amendment must also be consistent with policy implementation in the Countywide Planning Policies, the Growth Management Act, other state or federal law, and the Washington Administrative Code; or

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Comprehensive Plan

The proposal is consistent with the policies in the City of Bellevue Comprehensive Plan, as described previously in Block 3.

Growth Management Act

The proposed amendment addresses the thirteen Planning Goals (RCW 36.70A.020) of the GMA in the following manner:

- ***(Goal 1) Urban growth. Encourage development in urban areas where adequate public facilities and services exist or can be provided in an efficient manner.***
 - The proposal is consistent with this goal because the proposed sites are contiguous to previously developed areas that can provide necessary urban services.
- ***(Goal 2) Reduce sprawl. Reduce the inappropriate conversion of undeveloped land into sprawling, low-density development.***
 - The proposal is consistent with this goal as the applicant will work with the City of Bellevue to achieve the most appropriate, highest density land use designation.
- ***(Goal 3) Transportation. Encourage efficient multimodal transportation systems that are based on regional priorities and coordinated with county and city comprehensive plans.***
 - This goal is inapplicable to this proposal.
- ***(Goal 4) Housing. Encourage the availability of affordable housing to all economic segments of the population of this state, promote a variety of residential densities and housing types, and encourage preservation of existing housing stock.***
 - The proposal is consistent with this goal.
- ***(Goal 5) Economic development. Encourage economic development throughout the state that is consistent with adopted comprehensive plans, promote economic opportunity for all citizens of this state, especially for unemployed and for disadvantaged persons, promote the retention and expansion of existing businesses and recruitment of new businesses, recognize regional differences impacting economic development opportunities, and encourage growth in areas experiencing insufficient economic growth, all within the capacities of the state's natural resources, public services, and public facilities.***
 - This goal is inapplicable to this proposal.
- ***(Goal 6) Property rights. Private property shall not be taken for public use without just compensation having been made. The property rights of landowners shall be protected from arbitrary and discriminatory actions.***
 - This goal is inapplicable to this proposal.
- ***(Goal 7) Permits. Applications for both state and local government permits should be processed in a timely and fair manner to ensure predictability.***
 - This goal is inapplicable to this proposal.

- ***(Goal 8) Natural resource industries. Maintain and enhance natural resource-based industries, including productive timber, agricultural, and fisheries industries. Encourage the conservation of productive forest lands and productive agricultural lands, and discourage incompatible uses.***
 - This goal is inapplicable to this proposal.
- ***(Goal 9) Open space and recreation. Retain open space, enhance recreational opportunities, conserve fish and wildlife habitat, increase access to natural resource lands and water, and develop parks and recreation facilities.***
 - The proposal is consistent with this goal as it will serve to enhance an existing historical resource (Cougar Mountain Radar Park) and will improve access to community services, trails, and open space lands and corridors within the park.
- ***(Goal 10) Environment. Protect the environment and enhance the state's high quality of life, including air and water quality, and the availability of water.***
 - The proposal is consistent with this goal as it will adhere to local environmental regulations.
- ***(Goal 11) Citizen participation and coordination. Encourage the involvement of citizens in the planning process and ensure coordination between communities and jurisdictions to reconcile conflicts.***
 - The proposal is consistent with this goal as coordination is required between the City of Bellevue, City of Issaquah, King County, and impacted owners of the proposed annexation properties.
- ***(Goal 12) Public facilities and services. Ensure that those public facilities and services necessary to support development shall be adequate to serve the development at the time the development is available for occupancy and use without decreasing current service levels below locally established minimum standards.***
 - The proposal is consistent with this goal because the proposed sites are contiguous to previously developed areas that can provide necessary urban services and any required additional improvements will be made concurrent with development of the sites.
- ***(Goal 13) Historic preservation. Identify and encourage the preservation of lands, sites, and structures, that have historical or archaeological significance.***
 - The proposal is consistent with this goal as it will serve to enhance access to an existing historical resource (Cougar Mountain Radar Park).

Countywide Planning Policies

Countywide Planning Policies for King County are organized by topics into nine separate chapters, consisting of “framework policies”. The proposed amendment addresses these policies in the following manner:

- ***Policy 1 – Critical Areas***
 - The proposal is consistent with this policy as it will not affect the implementation of regulations dealing with critical areas.

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- ***Policy 2 – Land Use Pattern***
 - The proposal is consistent with this policy as it will not contribute to sprawl and will help to meet the 20-year population growth projections for our region.
- ***Policy 3 – Transportation***
 - The proposal is consistent with this policy as it will enhance an existing arterial and will not affect the implementation of regional transportation systems.
- ***Policy 4 – Community Character and Open Space***
 - The proposal is consistent with this policy as it will serve to enhance an existing historical resource (Cougar Mountain Radar Park) and will improve access to human and community services and open space lands and corridors within the park.
- ***Policy 5 – Affordable Housing***
 - This policy is inapplicable to this proposal.
- ***Policy 6 – Contiguous and Orderly Development and Provision of Urban Services to Such Development***
 - The proposal is consistent with this policy because the proposed sites are contiguous to previously developed areas that can provide necessary urban services.
- ***Policy 7 – Siting Public Capital Facilities of a Countywide or Statewide Nature***
 - This policy is inapplicable to this proposal.
- ***Policy 8 – Economic Development***
 - This policy is inapplicable to this proposal.
- ***Policy 9 – Regional Finance and Government***
 - This policy is inapplicable to this proposal.

H. State law requires, or a decision of a court or administrative agency has directed such a change.

Not applicable to this proposal.

Block 4b

Complete this section only for a site-specific concurrent rezone.

- Not applicable, as this application is not requesting a site-specific concurrent rezone.

J3ME

1375 NW Mall Street, Suite 3 Issaquah, WA 98027

Office 425.313.1078

Fax 425.313.1077

Owners, Parcel Numbers and Legal Descriptions

Scholten/Safronek – KC# 1924069062

192406 62 W 300 FT OF S 1/2 OF W 1/2 OF SW 1/4 OF SW 1/4 LESS C/M RGTS

Perry – KC# 1924069051

192406 51 S 1/2 OF W 1/2 OF SW 1/4 OF SW 1/4 LESS C/M RGTS LESS W 300 FT

Connor – KC#1924069152

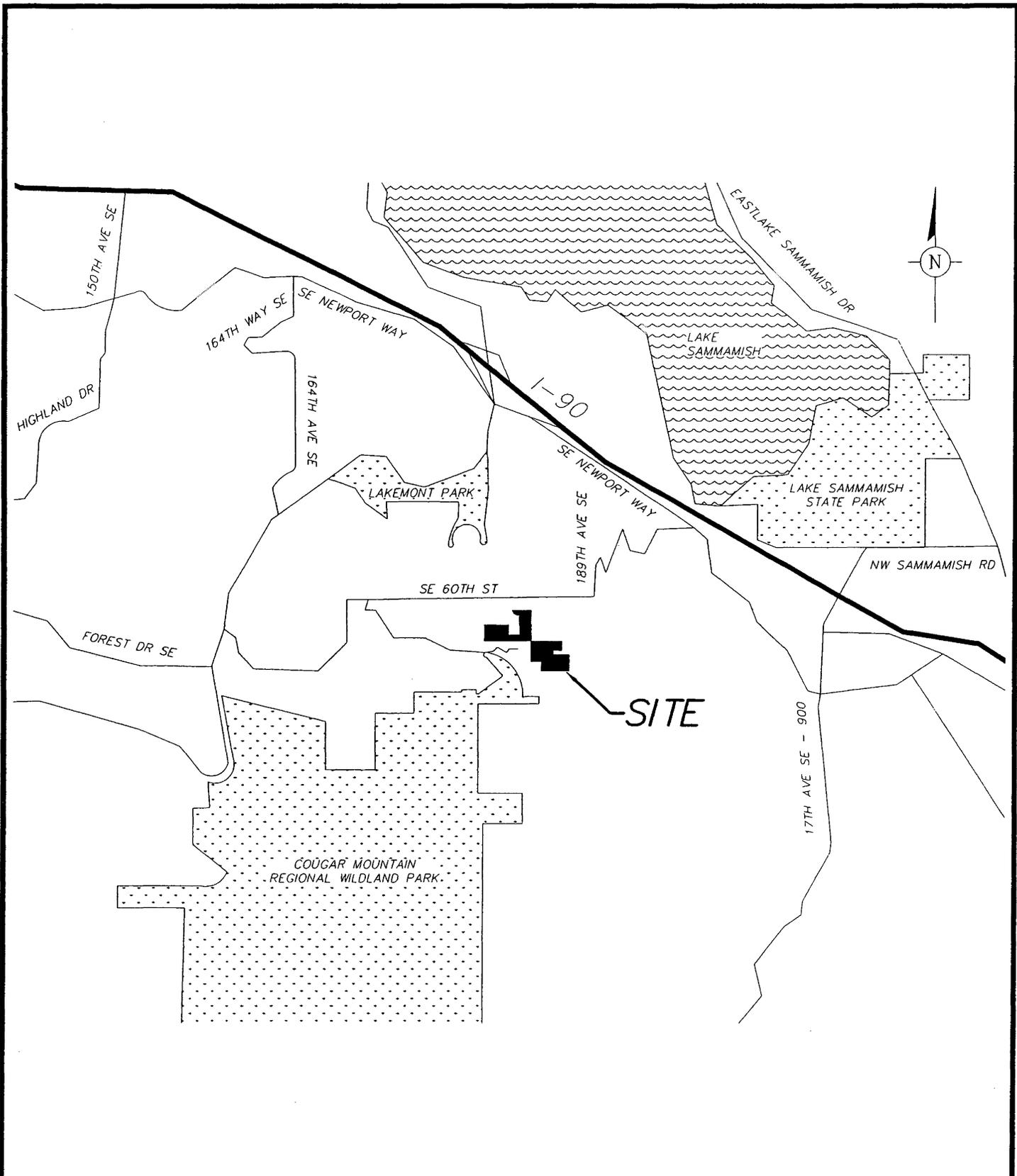
192406 152 POR LOTS 3 & 4 KC SP R379129 REC #8012310989 AFF OF CORR REC #8412050414 & 8412059002 SD POR LY ELY & NELY OF FOLG DESC LN - BEG SW COR SD LOT 4 TH N 01-04-01 E 252.14 FT TH N 89-37-59 E 265.22 FT TH N 04-49-52 W 500 FT M/L TO C/L 30 FT WIDE ESMT TH NWLY ALG SD C/L TO N LN LOT 3 SD SP & TERM - SD SP BEING A POR OF E 1/2 OF SW 1/4 OF SW 1/4 -- AKA TRACT A OF KC LLA #8809002 APPROVED 30 JUN 1989

Meyers – KC# 3024069028

302406 28 LOT 2 KC SHORT PLAT 1074037 REV REC NO 8305260731 SD PLAT DAF POR OF NW 1/4 OF NW 1/4 LY NELY OF A LN RNNG SELY FR A PT ON N LN 467 FT W OF NE COR TAP ON E LN 467 FT S FR SD NE COR TGW N 1/2 OF NE 1/4 OF NW 1/4 LESS S 190 FT OF W 570 FT

Meyers (Ascension) – KC# 3024069027

302406 27 PORS OF NE 1/4 OF NW 1/4 DAF S 1/2 LESS S 330 FT OF W 330 FT & S 190 FT OF W 570 FT OF N 1/2



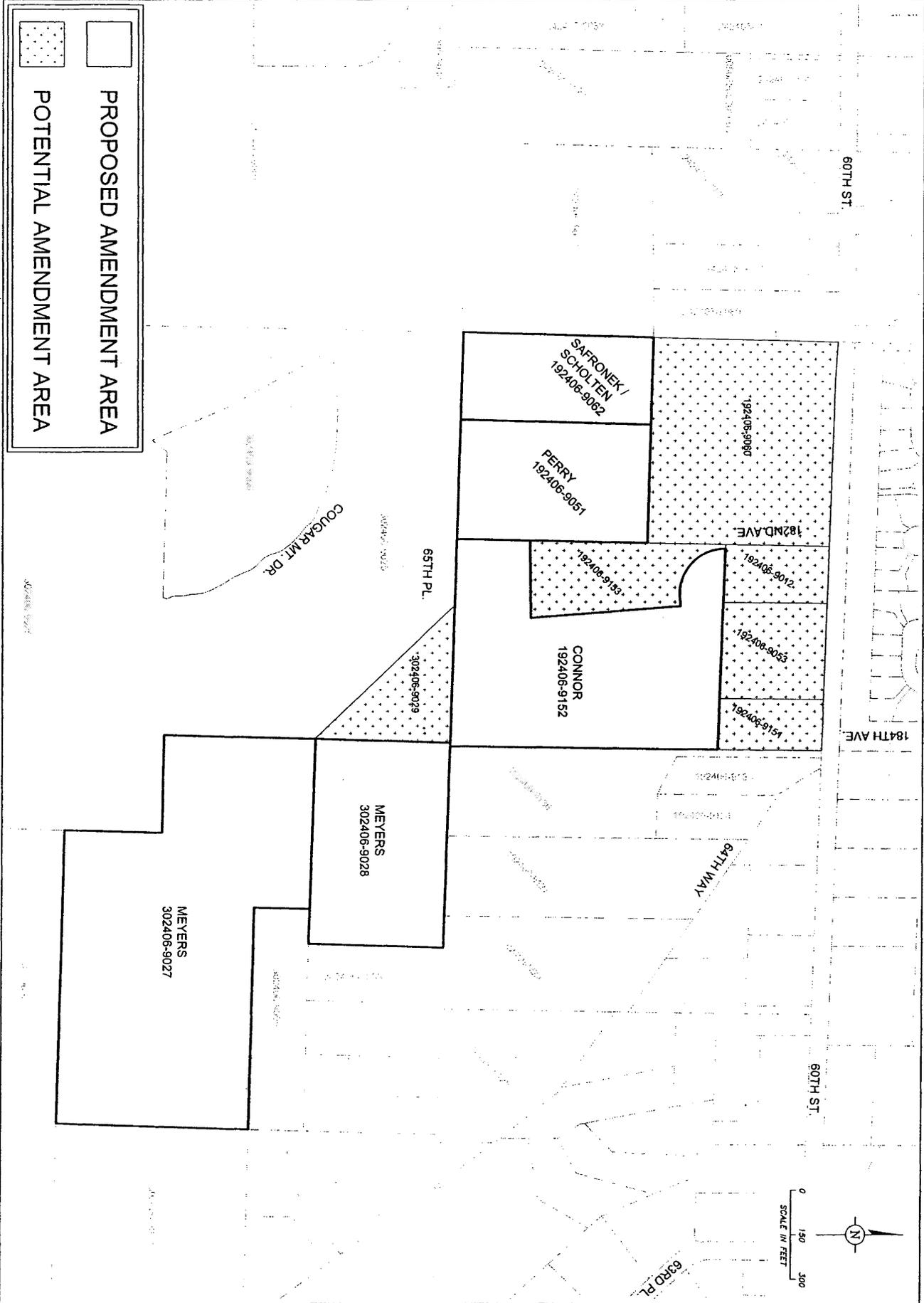
MARINER RIDGE

VICINITY MAP



1375 NW Mall Street, Suite 3
 Issaquah, WA 98027
 Tel (425) 313-1078
 Fax (425) 313-1077

DWN. BY: TAM	DATE: 1/26/07	JOB NO. PER-002
CHKD. BY: N. MECUM	SCALE: NTS	



12131 NW 40th Street, Suite 3
Bellevue, WA 98004
Tel: (206) 313-1078
Fax: (206) 313-1077

J3ME

STANDARD TITLE
UNLESS NOTED OTHERWISE

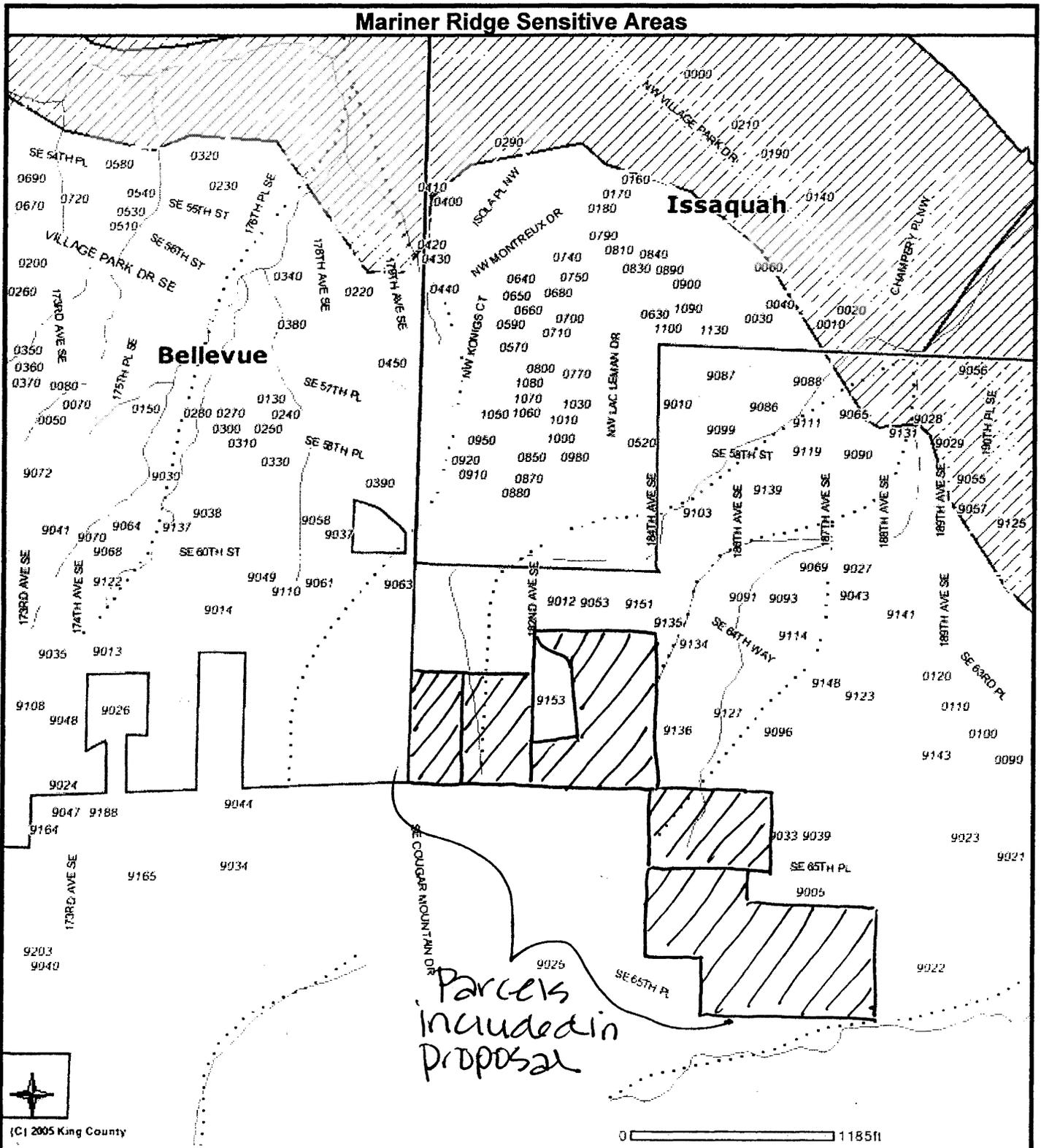
JOB NUMBER PER-002

PARCEL MAP

MARINER RIDGE
120

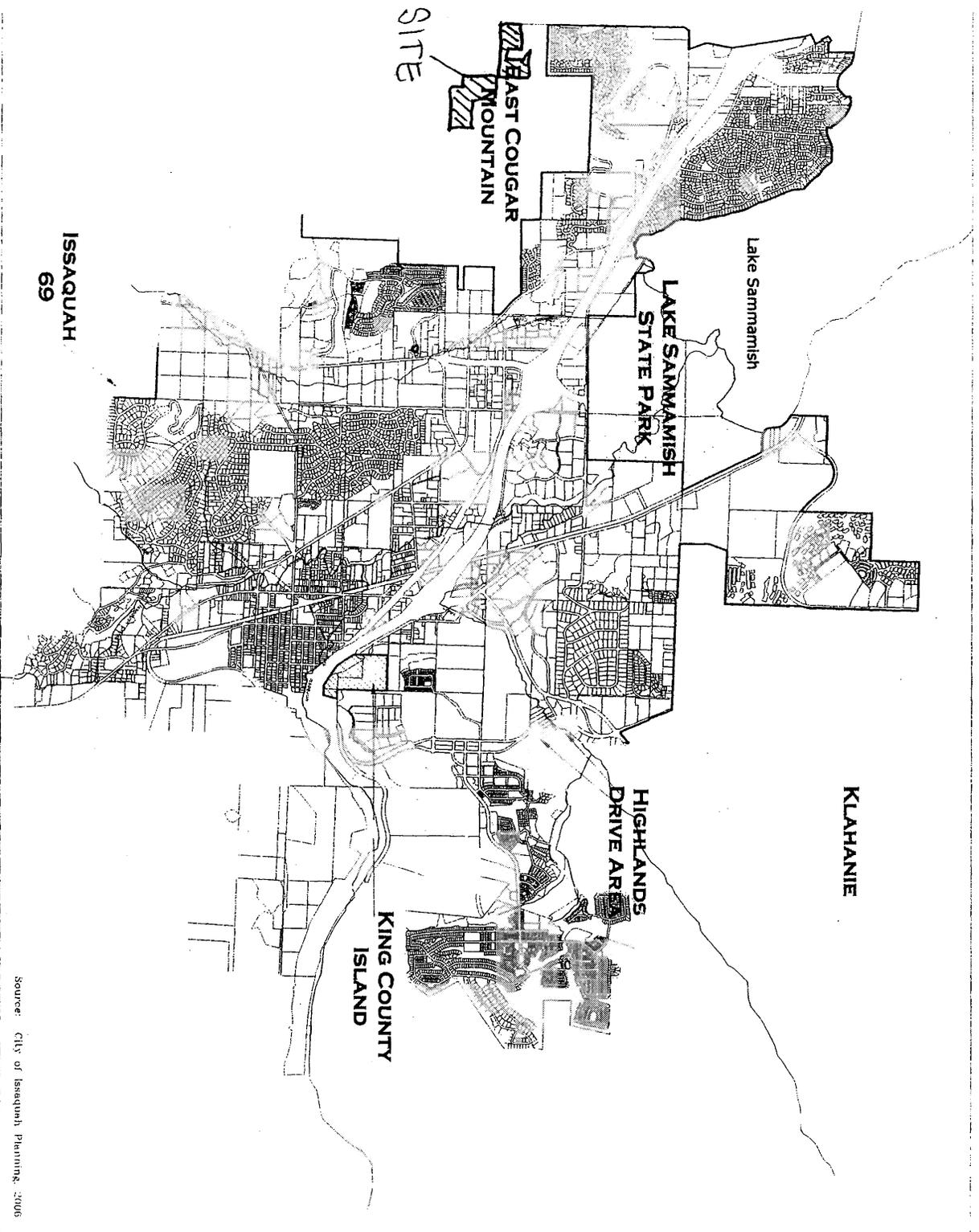
CITY OF BELLEVUE

NO.	DATE	REVISION
1		DESIGN GROUP
2		JACQUE E. MCELIM, P.E.
3		PROJECT MANAGER
4		H. MCELIM
5		DESIGNED
6		H. DNG
7		CHECKED
8		H. MCELIM
9		CHECKED
10		DATE
11		PARCEL MAP



Parcels included in proposal

The information included on this map has been compiled by King County staff from a variety of sources and is subject to change without notice. King County makes no representations or warranties, express or implied, as to accuracy, completeness, timeliness, or rights to the use of such information. King County shall not be liable for any general, special, indirect, incidental, or consequential damages including, but not limited to, lost revenues or lost profits resulting from



Source: City of Issaquah Planning, 2006

Potential Annexation Areas

- Klahanie
- E Cougar Mountain
- Issaquah 69
- Lake Sammamish State Park
- King County Island
- Highlands Drive Area
- Creeks
- City Limits
- Urban Growth Boundary

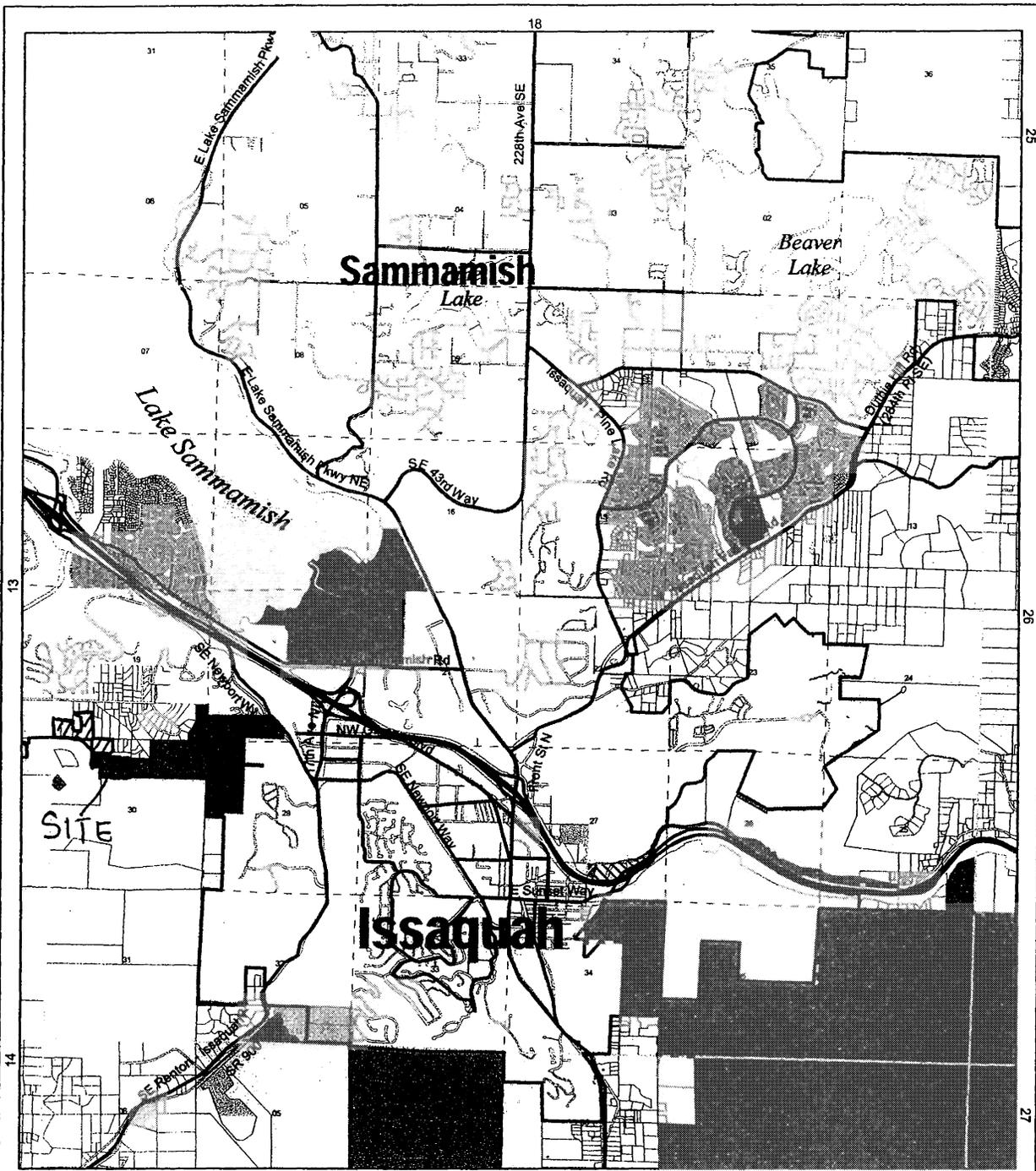


CITY OF
ISSAQUAH

FIGURE 3

POTENTIAL ANNEXATION AREAS

Revision Date 12/04/06
Ord. 2471



**KING COUNTY
COMPREHENSIVE
PLAN
LAND USE MAP
2004**

Township 24 Range 6

Includes Comprehensive
Plan Land Use changes
through Ordinance #15028
(October 2004)

The information included on this map has been compiled by King County staff from a variety of sources and is subject to change without notice. King County makes no representations or warranties, express or implied, as to accuracy, completeness, timeliness, or rights to the use of such information. King County shall not be liable for any general, special, indirect, incidental, or consequential damages including, but not limited to, lost revenues or lost profits resulting from the use or misuse of the information contained on this map. Any sale of this map or information on this map is prohibited except by written permission of King County.

- | | |
|--------------------------------------|-------------------------------------|
| Unincorporated Activity Center | Agriculture |
| Community Business Center | Mining |
| Neighborhood Business Center | Greenbelt/Urban Separator |
| Commercial Outside of Centers | King County Owned |
| Urban Plan Development | Open Space/Recreation |
| Urban Residential, high, > 12du/ac | Other Parks/Wilderness |
| Urban Residential, medium, 4-12du/ac | Incorporated City |
| Urban Residential, low, 1du/ac | Ordinance 14044 |
| Rural City | Ordinance 12927 Attachment A: L-10 |
| Urban Growth Area | Urban Growth Area Boundary |
| Rural Town | Forest Production District Boundary |
| Rural Neighborhood | |
| Rural Residential, 1du/2.5-10ac | |
| Industrial | |
| Forestry | |

*Densities shown on this map do not include density lost from environmental controls nor additional density achievable through clustering and allowed bonuses. (du = dwelling units per acre)

The maps in the King County Comprehensive Plan and its technical appendices and this atlas are produced with a Geographic Information System. For additional information about features depicted on this map or other Comprehensive Plan maps, please contact the appropriate Agency listed on the information sheet located in the inside front pocket of the Comprehensive Plan Binder, or call the Growth Management Hotline at 206-296-8777. For parcel-specific land use or zoning inquiries, please call the Department of Development and Environmental Services at 206-296-6600.

This atlas can be viewed on the internet at: <http://www.metrokc.gov/development/hotlines.htm>

From Ordinance 12927 Attachment A: L-10:
Limited portions of the Urban Separator located in Section 27, Township 24, Range 6 will be utilized for the construction of roads and utilities pursuant to the Grand Ridge Joint Agreement. Prior to invocation of this area to the City of Issaquah, an interlocal agreement between the city and county shall be completed which permanently affirms the Urban Separator or other appropriate open space designation utilized by the city, in this area.

From Ordinance 14044:
The Greenbelt/Urban Separator area shall be added to the existing County/City Conservation Easement for open space at Issaquah Highlands. (Recording No. S61220066), and fee title shall be conveyed to the City of Issaquah subject to all provisions of the Conservation Easement.



Map generated: Jan 3, 2005

AWC:\ddes\707\gis\mmap\2005\lucw_2005\103_cpl\19.pdf
m:\city\gis\lucw\lucpl\mxd

Exhibit List and Additional Documentation Included with Application

Additional Documentation

- Mariner Ridge Comprehensive Plan Application and Supplemental Sheets
- Public noticing materials and mailing labels for 500 ft radius

Exhibits

- **Exhibit 1:** Site Plan B
- **Exhibit 2:** Parcel Map
- **Exhibit 3:** Vicinity and Subarea Map
- **Exhibit 4:** Access, Services, and Easement Improvements Map
- **Exhibit 5:** Easement Agreement
- **Exhibit 6:** Site Photos and Keyed Map
- **Exhibit 7:** SEPA Checklist and Supplemental Sheet for Non Project Actions
- **Exhibit 8:** Cougar Mountain Park Background File
- **Exhibit 9:** Issaquah Potential Annexation Area Map
- **Exhibit 10:** King County Comprehensive Plan Designation

RECEIVED
JAN 31 2007
PERMIT PROCESSING

Exhibit 3

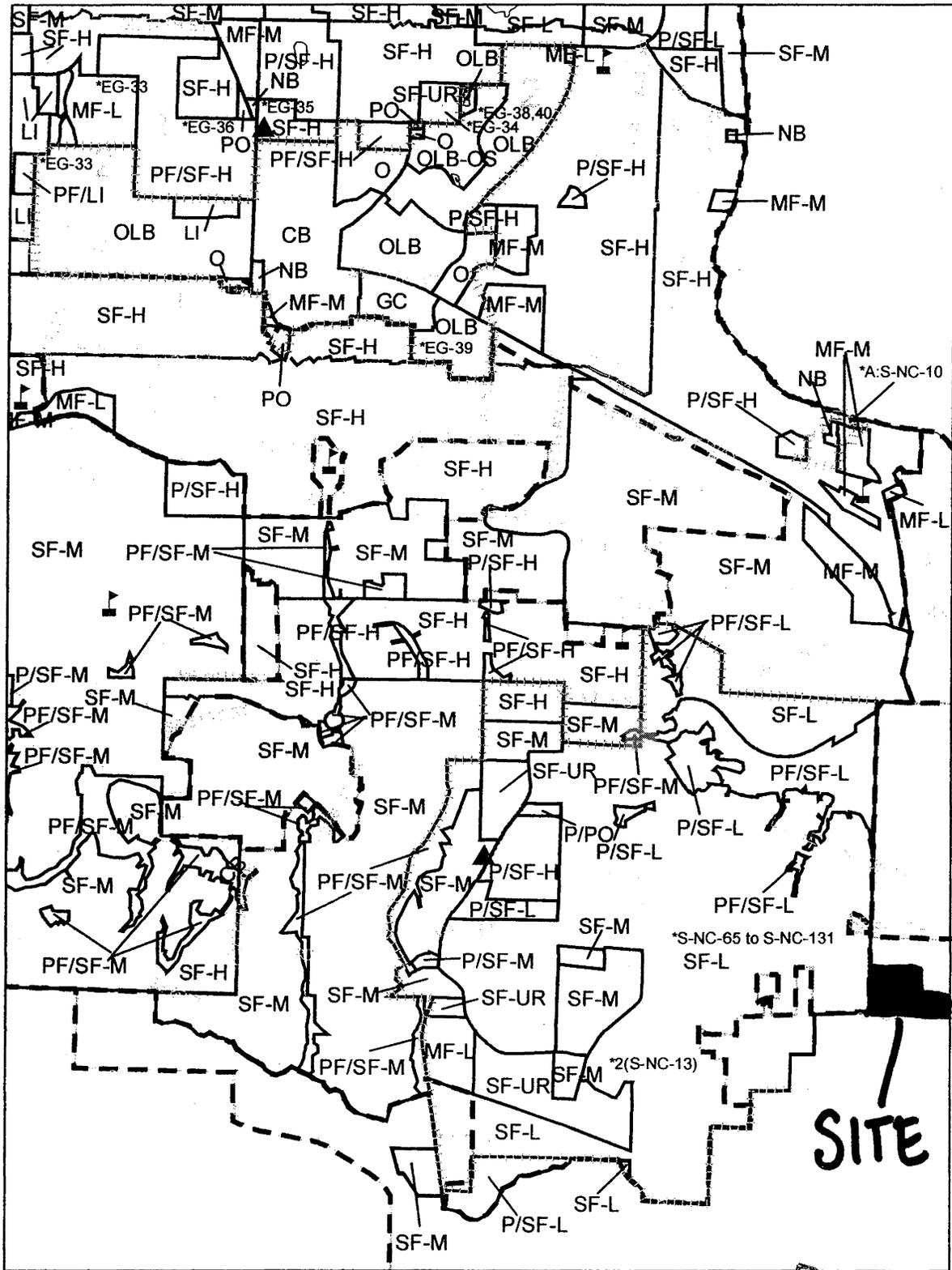


FIGURE S-NC.2
Newcastle Land Use Plan

SF	Single Family	PO	Professional Office	GC	General Commercial
MF	Multi Family	O	Office	LI	Light Industrial
-L	Low Density	OLB	Office, Limited Business	PF	Public Facility
-M	Medium Density	OLB-OS	Office, Open Space	P	Park
-H	High Density	NB	Neighborhood Business		
-UR	Urban Residential	CB	Community Business		

RECEIVED
JAN 31 2007
PERMIT PROCESSING
Bellevue City, January 16, 2005
Village Overlay

Amended Ord. 5654
Newcastle Subarea Plan

Page 141

Exhibit 5

**AGREEMENT REGARDING PROPERTY DEVELOPMENT
AND EASEMENTS FOR ACCESS AND UTILITY**

KING COUNTY

and

**NORTHWEST PROPERTIES INVESTORS II, ROBERT H. PERRY and
TERRILYN K. PERRY, NICHOLAS SCHOLTEN and SHELLEY SAFRONEK**

This Agreement regarding Property Development and Easements for Access and Utilities is entered into on the date on which all parties have executed this agreement, as set forth below, by and between KING COUNTY, a Washington municipal corporation ("County"), and NORTHWEST PROPERTIES II, a Washington limited partnership, ROBERT H. PERRY and TERRILYN K. PERRY, husband and wife, and NICHOLAS SCHOLTEN and SHELLEY SAFRONEK, (collectively "the Property Owners").

WHEREAS, King County is a Washington municipal corporation and the owner of Cougar Mountain Radar Park; and

WHEREAS, Northwest Property Investors II is the owner of three parcels comprising a total of 20.63 acres (King County Tax ID # 2424059017, 2424059027 and 2424059036), legally described as:

Parcel 1: The Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 24, Township 24, Range 5E, W.M., in King County, Washington (9.59 acres)

Parcel 2: The South $\frac{1}{4}$ of the East $\frac{1}{2}$ of the West $\frac{1}{2}$ of the Southeast quarter of the Southeast quarter and the West 15 feet of the North $\frac{1}{4}$ of the East $\frac{1}{2}$ of the West $\frac{1}{2}$ of the Southeast quarter of the Southeast quarter of Section 24, Township 24, Range 5E, W.M., less the County road in King County, Washington (7.42 acres)

Parcel 3: The West $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$, less the West 208 feet of the North 238 feet of Section 24, Township 24, Range 5E, W.M., less the County road in King County, Washington (3.62 acres)

WHEREAS, Robert and Terrilyn Perry are the owners of a 6.02 acre parcel (King County Tax ID # 1924069051) legally described as:

The South $\frac{1}{2}$ of the West $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 19, Township 24, Range 5E, W.M., in King County, Washington, less the West 300 feet thereof

RECEIVED
JAN 31 2007
PERMIT PROCESSING

WHEREAS, Nicholas Scholten and Shelley Safronek are the owners of a 4.49 acre parcel (King County Tax ID # 1924069062) legally described as:

The West 300 feet of the South ½ of the West ½ of the Southwest ¼ of the Southwest ¼ of Section 19, Township 24, Range 5E, W.M., in King County, Washington

WHEREAS, the parcels owned by the Property Owners are separated from SE Cougar Mountain Drive by a narrow strip of land located south of their properties and north of SE Cougar Mountain Drive (the "King County strip property"), which property is owned by King County; and

WHEREAS, the Property Owners desire to obtain access across the King County strip property in order to gain access to SE Cougar Mountain Drive, enabling them to develop their respective properties for residential uses consistent with their zoning; and

WHEREAS, King County is willing to grant easements across the King County strip property to provide access and utilities to the Property Owners; and

WHEREAS, the Property Owners are willing to construct a paving overlay on SE Cougar Mountain Drive to the Cougar Mountain Radar Park parking lot; and

WHEREAS, the Property Owners are willing to construct a public water supply line(s) to Cougar Mountain Radar Park; and

WHEREAS, the Property Owners are willing to construct a public trail across a portion of the properties owned by the Property Owners in order to connect an existing public trail located to the north (known as "Peggy's Trail") to the public trail system in Cougar Mountain Radar Park; and

WHEREAS, the parties desire to enter into an agreement regarding the circumstances under which they are willing to exchange easements and other benefits to each other in order to facilitate their respective plans.

THEREFORE, in consideration of the mutual promises and obligations undertaken pursuant to this Agreement, the Parties agree as follows:

1. Applications for Development by Property Owners: The Property Owners agree to pursue permit applications to develop their respective properties for residential purposes consistent with the zoning thereof from the agencies with jurisdiction. It is acknowledged that, at this time, the Northwest Property Investors II property is in the City of Bellevue and the Perry and Scholten/Safronek properties are in unincorporated King County. The new access road is under the jurisdiction of King County except to the extent portions of it extend into the property owned by Northwest Property Investors II.

Nothing in this Agreement shall be construed so as to limit the authority of either King County or the City of Bellevue to review and approve the development permit applications consistent with the applicable land uses codes of those jurisdictions.

If any of the Property Owners requires proof, as part of their applications for development permits, that legal access for vehicular and pedestrian traffic and/or for utilities is available to their proposed development, King County agrees to provide an appropriate letter indicating that such access will be available under the terms of this agreement.

2. Easement for Access and Utilities: If the Property Owners are successful in obtaining approvals for the residential development of their respective properties, King County will grant an easement for an access and utilities across the King County strip property at a location to be mutually agreed upon by the Parties.

A. The access road easement shall be of sufficient width to allow construction of a road meeting applicable road standards and providing a corridor for all utilities which may be necessary or desirable for the development of the properties owned by the Property Owners. The Parties acknowledge that the precise width of the access road and associated easement will be controlled by the topography of the area, applicable road and utility construction standards and other factors which are not presently known. As a result, the Parties agree to work cooperatively and in good faith to design an access road which is of sufficient dimensions to allow construction of a road serving the Property Owners' properties with vehicular and pedestrian access and with utilities, but which is no wider than necessary for these purposes.

B. The Property Owners agree to develop a single access road across the King County strip property serving all three of their properties to SE Cougar Mountain Drive. No other access road across the King County strip property shall be provided unless either King County or Bellevue requires the Property Owners to construct a second access to their properties for emergency vehicle access, in which case the Parties agree to locate such a second access road at a mutually agreeable location and provided further that the Parties agree to cooperate in good faith to try to eliminate the need for such a second access road and, if one is required, the Parties agree to work cooperatively and in good faith to design a second access road for emergency purposes only which is of sufficient dimensions to allow construction of a road serving the Property Owners' properties for emergency access only, but which is no wider than necessary for this purpose.

C. It is understood that the precise location of the access road and easement will be determined by and is dependent upon physical constraints, including topography, requirements to locate the intersection of the access road with SE Cougar Mountain Way in a manner which complies with road design and safety standards, and other factors which cannot be fully determined at this time. The Parties agree to work cooperatively and in good faith to locate an access road which is satisfactory to all Parties.

D. King County agrees to execute and record the road and utility easement contemplated by this section of this Agreement prior to or contemporaneous with the recording of the first final plat or final short plat recorded for any of the Property Owners' properties.

3. **Paving of SE Cougar Mountain Drive.** The Property Owners shall, prior to the recording of any final plat or short plat for the development of their property, construct a paving overlay on SE Cougar Mountain Drive from the location at which paving currently ends to the Cougar Mountain Radar Park parking lot, as shown on the Map attached as Exhibit A. Such paving overlay shall be done consistent with the standards for a rural subcollector set forth in the King County Road Standards, 1993 ed., adopted by KCC 14.42.010. No other improvements to SE Cougar Mountain Drive will be required of the Property Owners except to the extent that the intersection of SE Cougar Mountain Drive and the new access road to the Property Owners' site shall be improved so as to meet applicable King County Road Standards.

The Property Owners shall have the option to post a bond covering the cost of the paving overlay on SE Cougar Mountain Drive contemplated by this section of this Agreement and recording a final plat or short plat of their property if they also elect to post a bond covering the cost of the construction of the access road into their properties prior to recording a final plat or short plat. Such bond shall require that the paving overlay on SE Cougar Mountain Drive be completed at the same time the access road and other improvements for the development of the Property Owners' properties occurs.

4. **Extension of Water Line (s) to Cougar Mountain Radar Park:** The Property Owners shall, prior to the recording of any final plat or short plat for the development of their property, construct public water supply line(s) for potable water and fire protection from the intersection of the new access road to the Property Owners' property and SE Cougar Mountain Drive to Cougar Mountain Radar Park as shown on attached Exhibit A. Such line(s) shall connect the Cougar Mountain Radar Park facilities to the City of Bellevue's water system and shall meet all applicable legal requirements for such connection. The Parties acknowledge that the precise location and design of the water line(s) will be controlled by the topography of the area, applicable construction standards and other factors which are not presently known. As a result, the Parties agree to work cooperatively and in good faith to locate, design, permit and construct water line(s) which is of sufficient dimensions to serve the facilities in Cougar Mountain Radar Park which currently located near the parking lot at the end of SE Cougar Mountain Drive, but which will be no larger than necessary for these purposes.

In the event that, for reasons beyond the control of the parties, the City of Bellevue refuses to allow extension of water line(s) for these purposes this agreement shall be null and void and the parties shall have no further obligations to each other of any kind.

The Property Owners shall have the option to post a bond covering the cost of the constructing water line(s) contemplated by this section of this Agreement and recording a

final plat or short plat of their property if they also elect to post a bond covering the cost of the construction of the public water utilities into their properties prior to recording a final plat or short plat. Such bond shall require that the water line(s) be completed at the same time the water line serving the development of the Property Owners' properties occurs.

5. **Easement for Public Trail:** The Property Owners shall, prior to the recording of any final plat or final short plat for the development of its property, dedicate a public trail easement across their property and design and construct a trail which connects Peggy's Trail (north of the Northwest Property Investors II property) to Cougar Mountain Radar Park.

The public trail shall be of sufficient width to allow construction of a trail meeting applicable King County trail standards. The Parties acknowledge that the precise location and width of the trail easement will be controlled by the topography of the area, applicable construction standards and other factors which are not presently known. As a result, the Parties agree to work cooperatively and in good faith to locate and design a trail corridor which is of sufficient dimensions to meet King County standards, but which is no wider than necessary for these purposes.

6. **King County Surplus Property Approval:** King County agrees to undertake the review and approval process required by KCC 4.56.070 in order to allow King County to grant the road and utility easement contemplated by Section 2 of this Agreement. It is understood that the successful completion of that process is not certain at this time and that there is no guarantee that such approval will be obtained. However, the parties agree to work cooperatively and in good faith to seek such approval. In the event that King County is unable to obtain such approval, this agreement shall be null and void and the parties shall have no further obligations to each other of any kind.

7. **City of Bellevue Allowance for Water Extension:** The parties agree to work cooperatively and in good faith to seek approval for the water line(s) extension from the City of Bellevue. In the event that the City of Bellevue does not approve this extension, this agreement shall be null and void and the parties shall have no further obligations to each other of any kind.

8. This Agreement is contingent on approval under KCC 4.56.115 by the Metropolitan King County Council ("Council") of the grant of the access and road easement provided for herein, and the parties agree to work cooperatively and in good faith to seek such approval. In the event that the Council does not approve the access and utility easement, this agreement shall be null and void and the parties shall have no further obligations to each other of any kind.

9. Responsibility for Costs:

A. New Access Road and Utilities: The Property Owners shall be solely responsible for all costs of locating, designing, permitting and constructing the access road and all utilities, including storm water controls, which are located in the access road easement area. Each party shall bear its own costs of legal and staff review associated with the negotiation and drafting of this Agreement and the easements contemplated by this Agreement, any costs associated with internal reviews and approvals (including compliance with KCC 4.56.070), and costs associated with each Party's participation in negotiations related to the location and design of the road easement and improvements, including utilities, to be located therein.

B. Paving of SE Cougar Mountain Drive: The Property Owners shall be solely responsible for the cost of designing, permitting and construction of paving of SE Cougar Mountain Drive contemplated by Section 3 of this Agreement. Although the Parties do not contemplate that such paving of SE Cougar Mountain Drive will trigger a requirement for the construction of any additional storm water controls, it is agreed that the Property Owners are not responsible for providing storm water control improvements associated with such paving and that if any such facilities are required, they will be the sole responsibility of King County.

C. Water Line to Cougar Mountain Radar Park: The Property Owners shall be solely responsible for the cost of designing, permitting and construction of the water line contemplated by Section 4 of this Agreement.

D. Trail from Peggy's Trail to Cougar Mountain Radar Park: The Property Owners shall be solely responsible for any costs incurred in surveying, recording the trail easement contemplated by Section 5 of this Agreement and designing and construction the trail within the easement.

E. Legal and Staff Costs: Each party shall bear its own costs of legal and staff review associated with the negotiation and drafting of this Agreement and the easements contemplated by this Agreement, any costs associated with internal reviews and approvals (including compliance with KCC 4.56.070), and costs associated with each Party's participation in negotiations related to the location and design of the road easement and improvements, including utilities, contemplated in Section 2 and the location and design of the trail easement contemplated in Section 5.

10. Liability to Third Parties

A. To the extent permitted by law, each party shall protect, defend, indemnify and save harmless the other party, its officials, employees and agents, from any and all costs, expenses, claims, actions, suits, liability, loss, judgments, attorneys' fees and/or awards of damages arising out of or in any way resulting from the indemnifying party's, or its officials', employees' and agents' negligent acts or omissions

undertaken pursuant to this Agreement. If such costs, expenses, claims, actions, suits, liability, loss, judgments, attorney's fees and/or awards of damages are caused by, or result from, the concurrent negligence of the parties, or their officials, employees and agents, this Section shall be valid and enforceable only to the extent of the negligence of each party, its officials, employees and agents.

B. The foregoing indemnity is specifically and expressly intended to constitute a waiver of indemnifying party's immunity under Washington's Industrial Insurance Act, RCW Title 51, as respects the indemnified party only, and only to the extent necessary to provide the indemnified party with a full and complete indemnity of claims made by the indemnitor's employees. The parties acknowledge that these provisions were specifically negotiated and agreed by them.

11. **Agreement to Cooperate:** The parties agree to work in good faith and cooperatively to complete the improvements contemplated by this Agreement, and to negotiate and execute such documents as may be necessary from time to time to fulfill their respective obligations pursuant to this Agreement.

12. **Notice:** For purposes of this Agreement, notice shall be provided to each of the parties as follows:

King County:

Faith Roland
201 S. Jackson, Suite 600
Seattle, WA 98104
Phone: 206-296-7804
Fax: 206-296-0192

Northwest Property Investors II:

c/o M & H Development
14205 SE 36th Street, Suite 100
Bellevue, WA 98006
Phone: 425-747-8188
Fax: 425-519-3644

Copy to:

Robert D. Johns

Johns Monroe Mitsunaga PLLC
1500 114th Avenue SE, Suite 102
Bellevue, WA 98004
Phone: 425-451-2812
Fax: 425-451-2818

Robert H. and Terrilyn K. Perry:

17302 SE 60th Street
Bellevue, WA 98006
Phone: 425-562-6610
Fax: 425-562-6639

Nicholas Scholten

9407 173rd St. Port East
Puyallup, WA 98375
Phone: 253-222-1626
Fax: _____

Shelley Safronek

22362 SE 32nd St.
Sammamish, WA 98075
Phone: 425-766-0301
Fax: _____

13. **Successors and Assigns:** This agreement is binding on the successors and assigns of the Parties. The Property Owners specifically agree that if they sell their property or any interest therein prior to the execution and recording of the easements and completion of the construction work contemplated by this Agreement, they will include terms and conditions in any real estate purchase and sale agreement, deed and other conveyance documents which notify their successors of the terms and conditions of this Agreement and the obligation to comply fully with its terms.

14. **Authority to Execute:** Each of the persons executing this Agreement acknowledges and ratifies that they have the authority to execute this Agreement and to bind their respective party or parties for whom they execute this Agreement. The other Parties shall be entitled to rely upon such ratification.

15. **Applicable Law and Venue:** This agreement shall be governed by and construed in accordance with the laws of the State of Washington. Any action with respect to this agreement shall be brought in King County Superior Court, Seattle, Washington.

16. **Entire Agreement:** This Agreement contains the entire understanding between the parties and supersedes any prior understandings and agreements between them respecting the subject matter hereof. There are no other representations, agreements, arrangements or understandings, oral or written, between and among the parties hereto or any of them, relating to the subject matter of this Agreement.

17. **Amendments; Waivers:** No change or modification of this Agreement shall be valid unless the same is in writing and is signed by the each of the parties. No purported or alleged waiver of any of the provisions of this Agreement shall be binding or effective unless in writing and signed by the party against whom it is sought to be enforced.

18. **Relationship of the Parties:** Notwithstanding any other provision of this Agreement, or any other agreements, contracts, or obligations which may derive herefrom, nothing herein shall be construed to create a relationship between the parties as partners or joint ventures, or to render any party liable for any of the debts or obligations of the other party.

19. **Counterparts:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

KING COUNTY

By _____
Printed name _____
Executed this ___ day of _____, 2004

NORTHWEST PROPERTY INVESTORS II

By James A. Chester
Printed name James A. Chester
Executed this 14 day of August, 2004

ROBERT H. PERRY
Executed this ___ day of _____, 2004

TERRILYN K. PERRY
Executed this ___ day of _____, 2004

NICHOLAS SCHOLTEN
Executed this ___ day of _____, 2004

Shelley Saffroner
SHELLEY SAFFRONER
Executed this 15 day of Sept., 2004

17. **Relationship of the Parties:** Notwithstanding any other provision of this Agreement, or any other agreements, contracts, or obligations which may derive herefrom, nothing herein shall be construed to create a relationship between the parties as partners or joint ventures, or to render any party liable for any of the debts or obligations of the other party.

18. **Counterparts:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

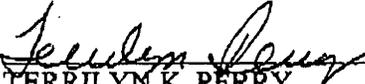
KING COUNTY

By 
Printed name Suzanne R. Lotte
Executed this 6 day of January, 2005

NORTHWEST PROPERTY INVESTORS II

By _____
Printed name _____
Executed this _____ day of _____, 2004


ROBERT H. PERRY
Executed this 24 day of July, 2004


TERRILYN K. PERRY
Executed this 24 day of July, 2004

NICHOLAS SCHOLTEN
Executed this ___ day of _____, 2004

SHELLEY DAVISON
Executed this ___ day of _____, 2004

17. **Relationship of the Parties:** Notwithstanding any other provision of this Agreement, or any other agreements, contracts, or obligations which may derive herefrom, nothing herein shall be construed to create a relationship between the parties as partners or joint ventures, or to render any party liable for any of the debts or obligations of the other party.

18. **Counterparts:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

KING COUNTY

By _____
Printed name _____
Executed this ___ day of _____, 2004

NORTHWEST PROPERTY INVESTORS II

By _____
Printed name _____
Executed this ___ day of _____, 2004

ROBERT H. PERRY
Executed this ___ day of _____, 2004

TERRILYN K. PERRY
Executed this ___ day of _____, 2004

Nicholas Scholten

NICHOLAS SCHOLTEN
Executed this 29th day of JULY, 2004

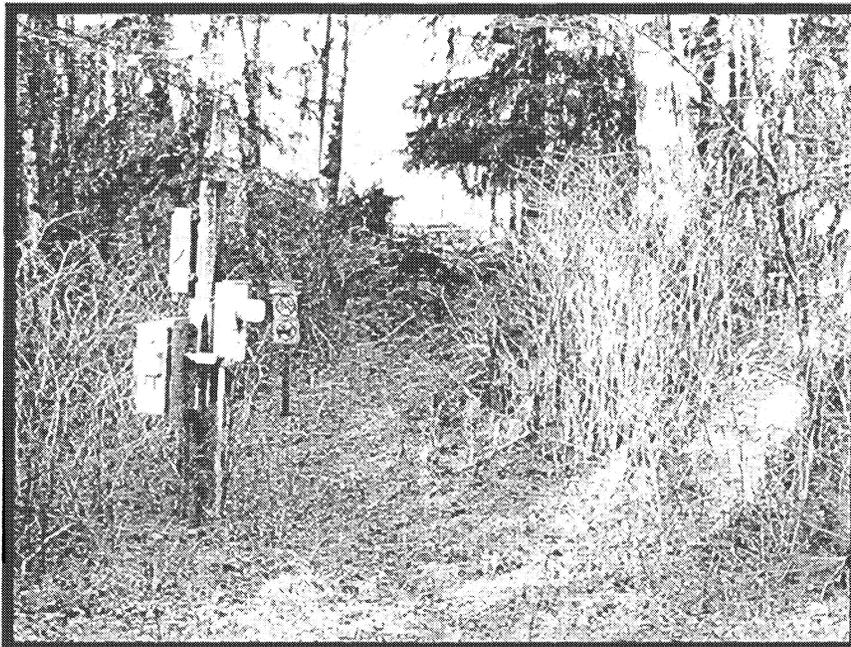
SHELLEY DAVISON
Executed this ___ day of _____, 2004

Site Photos and Keyed Map

Photo #1 (SE Cougar Mountain Way and 65th Place): View facing east at divergence of SE Cougar Mountain Way (right) at entrance to park and the beginning of private road, 65th Place (left). The proposal includes access and water service improvements to the Cougar Mountain Regional Wildland Park. The park is currently accessed by an unmaintained gravel road (shown below).



Photo #2 (Peggy's Trail): Peggy's Trail trailhead is shown here, immediately west of the private road, 65th Place. The proposal includes improvement of Peggy's Trail to SE 60th Street; the trail currently dead ends in the woods. A **public trail easement will be dedicated across the subject properties and will be designed and constructed by the property owners, such that a permanent public connection (across privately owned land) will be made, resulting in the completion of Peggy's Trail.**

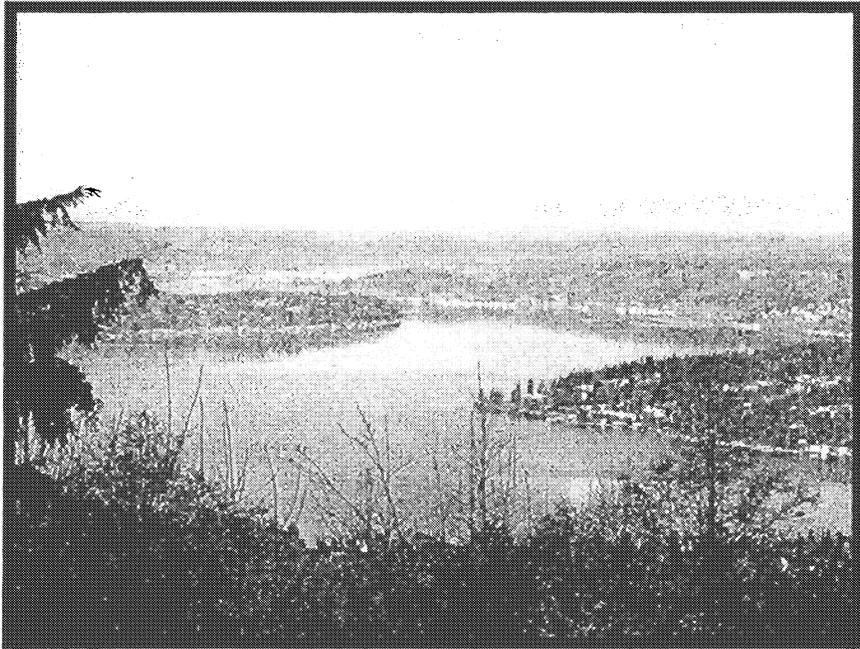


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JAN 31 2007
PERMIT PROCESSING

Photo #3a (Radar Park): Informational kiosk presenting historical information on Radar Park, located within Cougar Mountain Regional Wildland Park.



Photo #3b (Views from Radar Park): Views to the north from the highest point of Cougar Mountain Regional Wildland Park, located at the top of Cougar Mountain within Radar Park. Photo illustrates territorial views available from many properties included in the proposal.

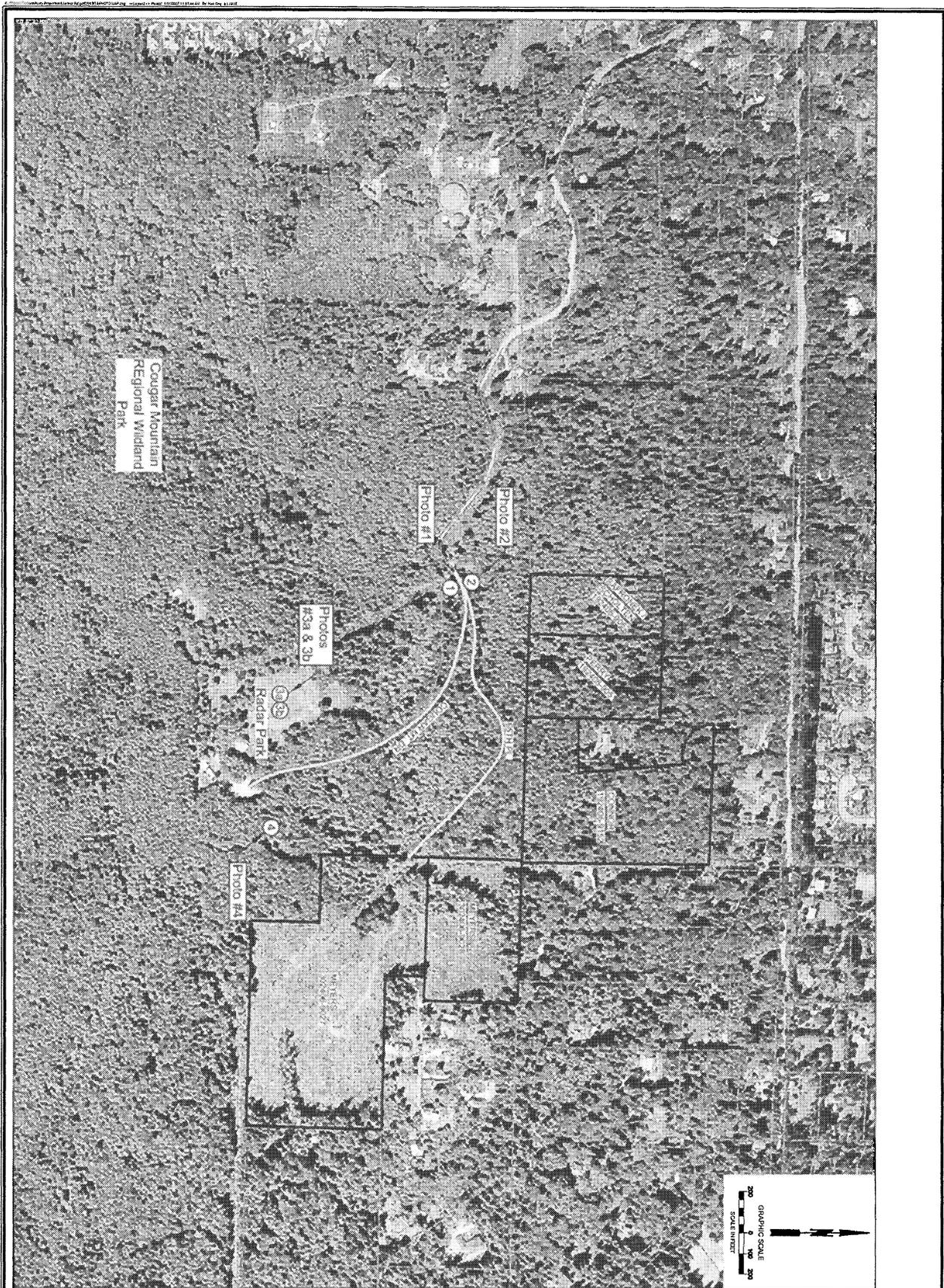


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2

Photo #4 (Views from Parcels): View facing northeast from Cougar Mountain Regional Wildland Park, overlooking the Meyers and Ascension Properties parcels. Photo illustrates territorial views available from those properties.



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JAN 31 2007
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SITE PHOTO

MARINER RIDGE

CITY OF BELLEVUE

WASHINGTON

JSM ENGINEERING, INC.

 7700 15th Avenue SW, Suite 300

 Bellevue, WA 98005

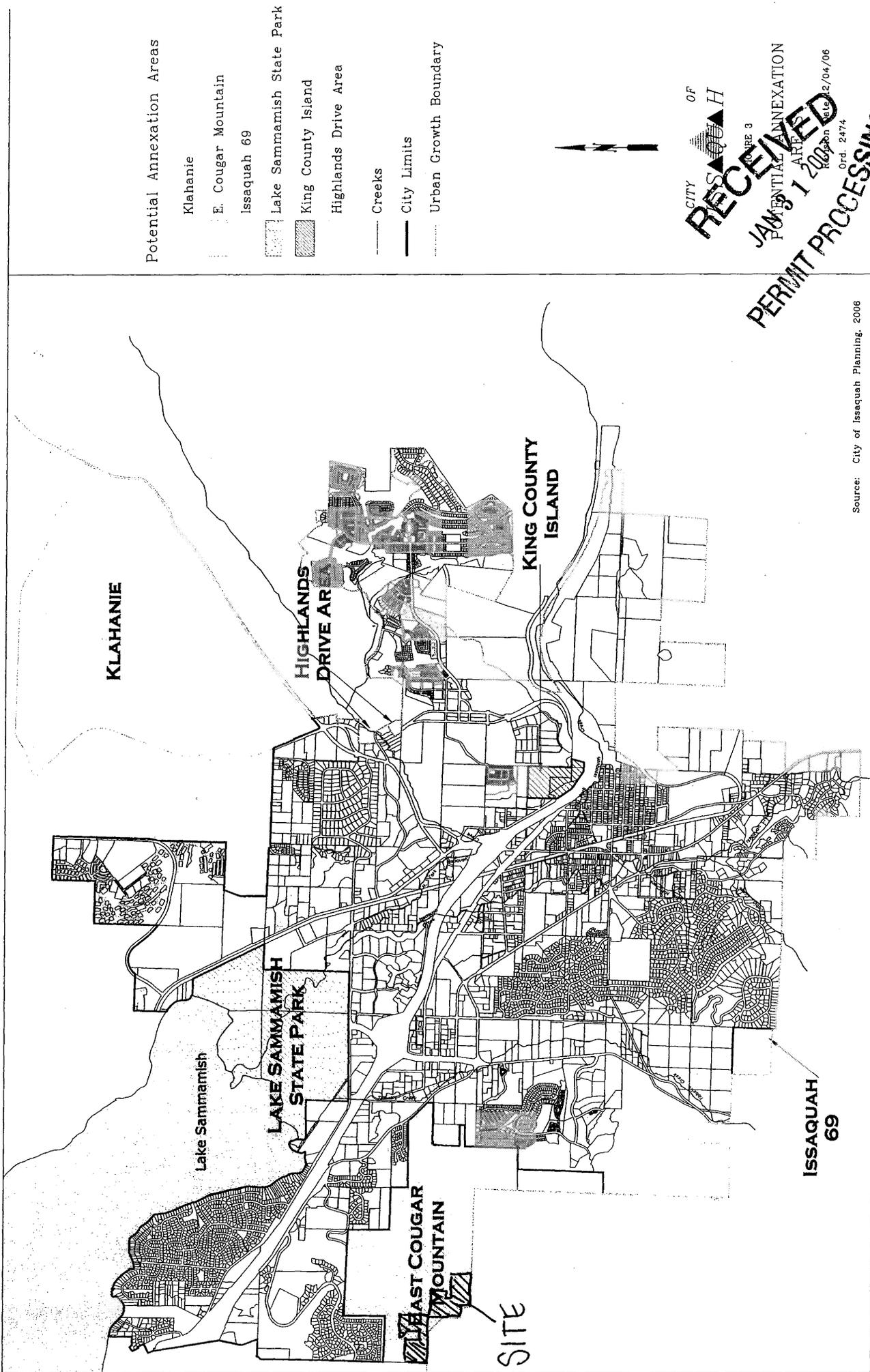
 (206) 835-9000

 PER-002

 1 of 1

NO.	DATE	REVISION	BY	CHK

Exhibit 9



Source: City of Issaquah Planning, 2006

Matz, Nicholas

From: Jo-Ellen Smith [cloudcnr@comcast.net]
Sent: Thursday, May 10, 2007 7:46 AM
To: Matz, Nicholas
Subject: RE: Mariner Ridge CPA electronically available materials

Thank you Nicholas. As part of my CMRA responsibilities, I will share with our membership. I am sure we will obtain some public comment for you.

As an individual, I fully support and appreciate the staff position that the Mariner Ridge request is inconsistent with the current policies of the Comprehensive Plan. The response to item G in the recommendation, particularly the last sentence ("the higher level of development, without a defined pattern, could have significant impacts counter to city policies protecting natural areas, open spaces and park lands, and result in unanticipated traffic impacts on the surrounding area") is particularly appropriate.

The traffic impacts on SE Cougar Mt Drive, with its steep grades, twisting curves, and severe (for Bellevue) winter weather conditions would be significant if, and when, higher density development is undertaken in the proposed area.

Thank you.

Jo-Ellen Smith

-----Original Message-----

From: NMatz@bellevuewa.gov [mailto:NMatz@bellevuewa.gov]
Sent: Wednesday, May 09, 2007 11:41 AM
To: cloudcnr@comcast.net
Subject: Mariner Ridge CPA electronically available materials

Ms. Smith-

Here are the Mariner Ridge CPA materials we discussed on the telephone. Please let me know if there is anything else.

Nicholas Matz AICP
425 452-5371

<<Mariner Ridge threshold review report.doc>> <<Mariner Ridge CPA properties.bmp>>

Matz, Nicholas

From: Paul Klansnic [paul@klansnic.com]
Sent: Friday, May 11, 2007 7:38 AM
To: Matz, Nicholas
Subject: RE: Mariner Ridge

Thanks Nicholas.

Two questions: Under current King County zoning, how many single family units per acre are allowed? And if the proposed action were approved, under City of Bellevue SF-M zoning, how many single family units per acres would be allowed?

Thanks again for your help on this.

Paul Klansnic
425-417-5109

-----Original Message-----

From: NMatz@bellevuewa.gov [mailto:NMatz@bellevuewa.gov]
Sent: Tuesday, May 08, 2007 4:13 PM
To: paul@klansnic.com
Subject: RE: Mariner Ridge

Mr. Klansnic-

The Mariner Ridge CPA file is available for review here at Bellevue City Hall. Please ask for the file (by number) at the Service First desk, and ask for either Christina Behar or me.

The text of the staff report recommendation is attached to this email.

Please contact me with additional questions or requests.

Nicholas Matz AICP
425 452-5371

From: Paul Klansnic [mailto:paul@klansnic.com]
Sent: Monday, May 07, 2007 5:23 PM
To: Matz, Nicholas
Subject: Mariner Ridge

Nicholas,
I live on Cougar Mountain drive and would like further information on the Mariner Ridge development.
Is there further information posted on your website; and/or can you email me information?

Mariner Ridge

Location: An area northeast of Cougar Mountain Regional Wildland Park, south of SE 60th St., at approximately 180th Ave SE.

Subarea: Newcastle

File Number: 07-104785 AC

Description: Comprehensive Plan Land Use Map change to add 50.01 acres southeast of Bellevue to the Potential Annexation Area (PAA) and establish a Single Family-Medium (SF-M) Comprehensive Plan

designation.

Staff Recommendation: Do not include the application

Paul Klansnic

425-417-5109

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