DEVELOPMENT SERVICES DEPARTMENT
ENVIRONMENTAL COORDINATOR
450 110th Ave NE., P.O. BOX 90012
BELLEVUE, WA 98009-9012

DETERMINATION OF NON-SIGNIFICANCE

PROPONENT: Nat Franklin, Kelsey Creek Center LLC

LOCATION OF PROPOSAL: 15015 Main Street

DESCRIPTION OF PROPOSAL: Amend King County Concomitant Agreement to permit certain uses of less than 10,000 square feet for personal services; finance, insurance and real estate, and select recreation uses.

FILE NUMBER: 13-107421 LQ

The Environmental Coordinator of the City of Bellevue has determined that this proposal does not have a probable significant adverse impact upon the environment. An Environmental Impact Statement (EIS) is not required under RCW 43.21C.030(2)(C). This decision was made after the Bellevue Environmental Coordinator reviewed the completed environmental checklist and information filed with Land Use Division. This information is available to the public on request.

☐ This DNS is issued after using the optional DNS process in WAC 197-11-355. There is no further comment period on the DNS.

☐ This DNS is issued under WAC 197-11-340(2) and is subject to a 14-day comment period from the date below. Comments must be submitted by 5 p.m. on July 11, 2013.

This DNS may be withdrawn at any time if the proposal is modified so that it is likely to have significant adverse environmental impacts; if there is significant new information indicating, or on, a proposals probable significant adverse environmental impacts (unless a non-exempt license has been issued if the proposal is a private project), or if the DNS was procured by misrepresentation or lack of material disclosure.

This DNS is only appealable as part of the City's action on the underlying permit to Superior Court. *See* LUC 20.35.250.C; BCC 22.02.080.

Carol V Helland
Environmental Coordinator

6/25/2013
Date

OTHERS TO RECEIVE THIS DOCUMENT:
State Department of Fish and Wildlife
U.S. Army Corps of Engineers
Attorney General
King County
Muckleshoot Indian Tribe

City of Bellevue
Development Services Department
Land Use Staff Report

Proposal Name:	**Kelsey Creek Center Rezone**
Proposal Address:	15015 Main Street
Proposal Description:	Application for a Rezone to amend King County Concomitant Agreement #20100518000442 to permit certain uses of less than 10,000 square feet for personal services, finance, insurance and real estate at existing shopping center.
File Number:	**13-107421-LQ**
Applicant:	Nat Franklin, Kelsey Creek Center LLC
Decisions Included:	Rezone (Process III)
Planner:	Elizabeth Stead, 425/452-2725
State Environmental Policy Act Threshold Determination:	**Mitigated Determination of Non-Significance (MDNS)**

Carol V Helland
Carol V. Helland, Environmental Coordinator
Development Services Department

Director's Recommendation:	**Approval with Conditions** Michael A. Brennan, Director Development Services Department

By: Carol V Helland
Carol V. Helland, Land Use Director
Development Services Department

Bulletin Publication Date:	June 27, 2013
SEPA Appeal Deadline:	July 11, 2013
Hearing Examiner Hearing Date:	July 11, 2013
Hearing Examiner Recommendation:	To be determined
Hearing Examiner Appeal Deadline:	To be determined
City Council Date:	To be determined
East Bellevue Community Council Date:	To be determined

For information on how to appeal a proposal, visit the Development Services Center at City Hall or call (425) 452-6864. Comments on State Environmental Policy Act (SEPA) Determinations can be made with or without appealing the proposal within the noted comment period for a SEPA Determination. Appeal of the Decision must be received in the City Clerk's Office by 5 PM on the date noted for appeal of the decision.

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ATTACHMENTS:

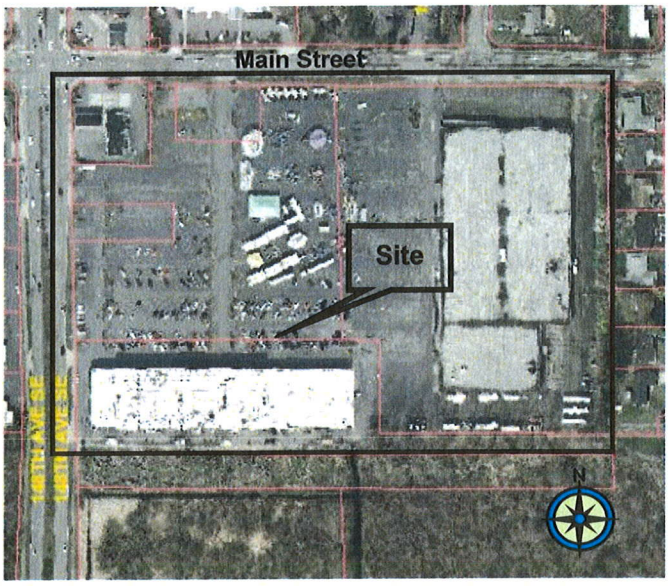
Attachment 1: Prior Concomitant Zoning Agreements

- Ordinance 3835 and associated 1987 Concomitant Zoning Agreement
- Ordinance 5237 amending the 1987 Concomitant Zoning Agreement
- Ordinance 5534 amending the 1987 Concomitant Zoning Agreement
- Ordinance 5946 repealing and replacing the 1987 Concomitant Zoning Agreement and associated 2010 Concomitant Zoning Agreement

Attachment 2: Recommended Kelsey Creek Center Concomitant Zoning Agreement with exhibit:

- Exhibit A: Legal Description of Property

I. REQUEST



The applicant requests rezone approval to amend King County Concomitant Zoning Agreement (CZA) #20100518000442 to permit certain uses of less than 10,000 square feet for personal services, finance, insurance and real estate and select recreational activities at the existing Kelsey Creek Center. Refer to Attachment 1 for a copy of the existing CZA that is applicable to the site. Refer to Attachment 2 for the recommended 2013 Kelsey Creek Center Concomitant Zoning Agreement (2013 CZA) with exhibits. Key components of the proposed 2013 CZA are summarized below.

- *Allowed Uses and Modifications to Allowed Uses.* Paragraphs 2 and 3 of the 2010 CZA identify uses that are: 1) allowed on the site; 2) allowed in the Community Business (CB) land use district but not allowed on the site, and 3) allowed on the site subject to review under the City's conditional use permit process. The 2013 Amendments seek to modify the list of allowed Service Uses, and remove the requirement for Conditional Use approval for certain Recreation Uses in the Center.

As described above, no changes to development standards applicable to CB land use district, Community Retail Design District, or Transition Area Design District are recommended as a component of this rezone. Development standards made applicable to similarly zoned CB properties will apply as currently drafted in the Land Use Code or as amended in the future.

II. SITE DESCRIPTION AND CONTEXT

Existing Site Conditions: The 15.23 acre Kelsey Creek Shopping Center site is a commercially-zoned property that has served the surrounding neighborhood with retail and limited office uses for many years. The site is placed under the Community Business (CB) designation of the Comprehensive Plan for the City of Bellevue. The project site is located at the southeast corner of Main Street and 148th Ave SE. The site is bounded to the east by single family homes, on the south by Larsen Lake, on the west by 148th Avenue SE and the north by Main Street.

Prior Concomitant Zoning Agreements: The original concomitant zoning agreement that controlled development on the Kelsey Creek Center site was adopted by the City in 1987 and was subject to subsequent amendments. In 2009, the owner of the site requested a Concomitant Zoning Agreement (CZA) for the site to facilitate redevelopment of the shopping center under file number 09-113801 LQ. The rezone was granted in March of 2010 after review by the Hearing Examiner, City Council and East Bellevue Community Council. These documents are collectively referred to as the Prior CZAs throughout this rezone staff report. The Prior CZAs dictate what uses are permitted on the site and how future development might occur. These Prior CZA requirements were all imposed to mitigate impacts associated with allowing the Kelsey Creek Center site to be rezoned from NB to CB. Additional development

flexibility was viewed as desirable only so long as impacts to the adjacent neighborhood were carefully controlled.

Current Proposal

The property owner is interested in amending the existing CZA requirements relating to Service Uses allowed on site and required review processes for specific Recreation Uses. The new amendments propose that:

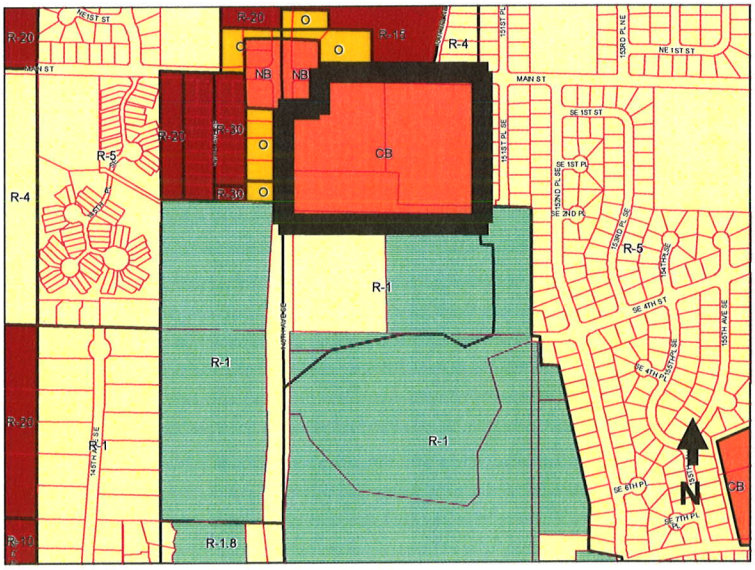
1. The list of Service uses allowed on site is expanded to include additional service uses consistent with the underlying CB zoning on the site. The existing CZA approved by Ordinance 5946 limits the permitted Service Uses to Business Services, Professional Services: Medical Clinics and Other Health Care Related Services and, Professional Services limited to 10,000 gross square feet. The existing CZA permitted Religious Activities and Administrative Office under certain circumstances. The following uses are proposed to be added to the list of permitted uses for the subject site with a 10,000 square foot limitation; Service Uses; Personal Services, Finance, Insurance and Real Estate (FIRE).

2. Removal of the requirement for a Conditional Use Permit (CUP) to allow Recreation Uses in the Current CZA, and the addition of a size limitation of 10,000 square feet for each recreation use in the Center. The existing CZA requires review and approval of a CUP for the following Recreation Activities, 7411/7413/7414/7415/7417/7422/7423/7424/7425/7441/7449 to locate in the Kelsey Creek Center. The uses included in the list above include; Golf Courses, Tennis Courts, Community Clubs, Athletic Fields, Play Fields, Recreation Centers, Swimming Beaches and Pools, Skating, Bowling, Gymnasiums, Athletic Clubs, Health Clubs, and Recreation Instruction.

When the property was rezoned in 1987 from NB to CB, the belief was that CB was the appropriate zone but that certain uses permitted in the CB zone would not be appropriate at Kelsey Creek Center due to its proximity to the surrounding residential neighborhoods. Ensuring that the recommended 2013 CZA reflect the City's Comprehensive Plan, Land Use Code, and neighborhood compatibility requirements of the Prior CZAs will help ensure that future redevelopment will occur consistent with the City's long range vision and up-to-date regulations.

III. REVIEW PROCESS

Rezone: Rezones are Process III decisions (LUC 20.35.30), which are quasi-judicial decisions made by the City Council. Decision criteria and decision criteria compliance are discussed in Section VIII. The Hearing Examiner holds a public hearing and takes testimony from the public on the proposal and recommends an action to the City



Council. Then, the City Council makes a decision based on the record established by the Hearing Examiner. Since the Kelsey Creek Center is located within the jurisdictional area of the East Bellevue Community Council (EBCC), the City Council's decision will be presented to the EBCC for final approval or disapproval.

SEPA: The environmental determination made under the State Environmental Policy Act (SEPA), and documented in this report, is not a development-specific review, nor is it intended to be a planned action. The environmental review is phased under WAC 197-11-060(5); more detailed environmental review will be conducted as part of the subsequent Land Use processes when applicable if this rezone application is approved. In addition, the environmental determination made for this rezone is appealable to the Hearing Examiner. In order to comply with SEPA requirements, as well as the State of Washington Growth Management Act for coordination of hearings, any appeal of the SEPA threshold determination herein will be considered by the Examiner at the hearing on the Rezone action. Only parties who have submitted written comments during the review period for this rezone and associated SEPA review are allowed to file an appeal of the SEPA threshold determination. The final decision on the SEPA appeal would be issued by the Hearing Examiner and included in the report at the same time as the Examiner's recommendation on the rezone is transmitted to the City Council.

IV. DECISION CRITERIA

A. The City may approve, or approve with modifications, an application for a rezone of property if:

1. The proposal is consistent with the Comprehensive Plan.

As conditioned, this proposal is consistent with the Comprehensive Plan which contains policies that address land use compatibility. The proposal site is within the Southeast Bellevue subarea identified in the City's Comprehensive Plan. The goal for retail and office areas in Southeast Bellevue is to improve the appearance of existing retail and office buildings and parking areas, as well as permit uses that serve the needs of the surrounding residential community. The Kelsey Creek Center rezone amendment proposal is consistent with these goals. The amendments proposed are consistent with the neighborhood compatibility requirements of the original 1987 rezone.

<u>Land Use Compatibility policies</u>

Policy S-SE-7. Expand uses in neighborhood commercial districts to better serve the needs of surrounding neighborhoods by allowing for a variety of retail, office, and residential uses; provided that the character and level of development is of a low intensity which is compatible with the adjacent residential districts.
Policy LU-8. Ensure that commercial land uses are contained within carefully delineated areas.
Policy LU-9. Maintain compatible use and design with the surrounding built environment when considering new development or redevelopment within an already developed area.

The recommended 2013 Amendments will allow additional flexibility for the continued success of development in the Kelsey Creek Center, but will maintain the mitigation objectives that were contained in the original 1987 CZA in order to ensure that the character and intensity of uses is compatible with the adjacent residential community. The recommended 2013 CZA includes uses that serve the variety of daily and long-term needs of the surrounding neighborhoods.

Land Use policies

Policy LU-20. Promote maintenance and establishment of small-scale activity areas within neighborhoods that encourage the pedestrian patronage and provide informal opportunities for residents to meet.

Policy LU-22. Protect residential areas from the impacts of non-residential uses of a scale not appropriate to the neighborhood.

The recommended 2013 Amendments are consistent with these policies ensuring that the character and type of commercial uses at Kelsey Creek Center are compatible with the adjacent residential community. The amendment identifies uses that are consistent with the underlying CB zoning for the site, and encourages uses that will be accessible to and used by the surrounding residential neighborhood. The proposed amendments will allow the site to meet the needs of the surrounding neighborhood by expanding available use options within walking distance to many homes in the vicinity of Kelsey Creek Center.

2. The Rezone bears a substantial relation to the public health, safety and welfare.

The recommended 2013 CZA bears a substantial relationship to the public health, safety and welfare. These services and recreation activities businesses are compatible with other existing uses in Kelsey Creek. Personal services uses provide services involving the care of a person or their daily needs, including laundry and dry cleaning services, beauty shops, barber shops, shoe repair shops and tailors. FIRE uses compliment these uses by contributing to the public welfare in accommodating for daily and long-term personal and business needs. Recreation activities uses include athletic clubs, health clubs, and recreational instruction that benefit the public welfare. Intensity of these uses is controlled by imposing a 10,000 square foot limitation on these individual uses.

3. The Rezone is warranted because the proposed zoning classification is appropriate for reasonable development of the subject property.

The underlying CB land use district, Community Retail Design District and Transition Area Design District zoning of the property would not change, nor would the requirement to mitigate impacts on the surrounding neighborhood at a level consistent with the 2010 CZA. The proposed rezone is appropriate for reasonable development of the subject property. The rezone permits Kelsey Creek Shopping Center to provide certain uses that complement the existing retail business housed within the shopping center. Kelsey Creek tenants currently include a massage center; former long-term tenants included a hair salon. Kelsey Creek Shopping Center includes a financial institution that will supplement the potential FIRE uses.

4. The Rezone will not be materially detrimental to uses or property in the immediate vicinity of the subject property.

Currently, the site is occupied with retail and office uses. The uses listed in the recommended 2013 CZA with appropriate size limitations are consistent with the current uses on the property and compatible with the surrounding neighborhood.

5. The Rezone has merit and value for the community as a whole.

The 2013 CZA that is recommended by this rezone are of value to the surrounding community because they will help to facilitate tenancy redevelopment of Kelsey Creek Center in a manner that is consistent with the surrounding residential community. The proposal will provide additional flexibility for the Kelsey Creek Center to recruit and retain a variety of service and recreational uses that will serve the surrounding residential community.

V. PUBLIC NOTICE AND COMMENT

Application Date: February 22, 2013.
Notice of Application & Public Notice Sign Installed: April 18, 2013
End of Minimum Comment Period: May 2, 2013
Public Meetings: East Bellevue Community Council May 7, 2013

The minimum required public comment period is 14 days, but written public comments are accepted by the City until the staff report has been completed. The City received no comments on this project.

Four members of the public attended the May 7, 2013 East Bellevue Community Council meeting, and all were supportive of the planned amendments.

VI. TECHNICAL REVIEW

A. Transportation

This rezone will not increase trip generation, so the Transportation Department has no issues regarding approval of the rezone. Previous redevelopment of the site was analyzed for trip generation as all shopping center, except for the supermarket portion. The proposed rezone would allow some shopping center space to be converted to personal services, finance, insurance, and real estate (commonly referred to as FIRE uses). Those uses would either be analyzed for trip generation as shopping center, which would mean no change in trip generation; or as office, which has lower trip generation. Bellevue's adopted trip generation rates for the PM peak hour are 2.61 new trips per 1000 square feet for shopping center, and 1.34 new trips per 1000 square feet for office. Hence trip generation would remain the same or would be reduced, and the rezone has no traffic impacts and no transportation mitigation.

B. Utilities

Utilities Department technical staff confirms that there are no utilities related concerns regarding the proposed rezone.

VII. STATE ENVIRONMENTAL POLICY ACT

An Environmental Checklist and Supplemental Sheet for Non-project Action have been reviewed and the annotated checklists are available for public viewing the project file at City Hall. Adverse impacts which are less than significant are usually subject to City Codes or Standards which are intended to mitigate those impacts. Where such impacts and regulatory items correspond, further documentation is not necessary. For other adverse impacts which are less than significant, Bellevue City Code Section 22.02.140 provides substantive authority to

mitigate impacts disclosed through the environmental review process. Therefore, issuance of a Determination of Non-Significance (DNS) is the appropriate threshold determination under the State Environmental Policy Act (SEPA) requirements.

VIII. RECOMMENDATION

After conducting the various administrative reviews associated with the proposal, including applicable Land Use consistency, SEPA and City Code & Standard compliance reviews, the Director does hereby **RECOMMEND APPROVAL** of the subject rezone to apply the recommended 2013 CZA to the Kelsey Creek Center site.

IX. RECOMMENDED CONDITIONS OF APPROVAL:

The following conditions are recommended under the authority referenced:

1. RECORDING

The applicant shall record a copy of the recommended 2013 CZA contained in Attachment 2 with the King County Division of Records and Elections and with the Bellevue City Clerk. Conditions that were required with the 2010 CZA relating to site development have been satisfied and are being deleted from the 2013 CZA.

AUTHORITY: LUC 20.30.A
Reviewer: Elizabeth Stead, Land Use

Attachment 1:

Prior Concomitant Zoning Agreements

- Ordinance 3835 and associated 1987 Concomitant Zoning Agreement
- Ordinance 5237 amending the 1987 Concomitant Zoning Agreement
- Ordinance 5534 amending the 1987 Concomitant Zoning Agreement
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Attachment 2:

- Proposed 2013 Concomitant Zoning Agreement

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CITY OF BELLEVUE, WASHINGTON

ORDINANCE NO. 3835

AN ORDINANCE reclassifying approximately 16.35 acres of property located at the southeast corner of the intersection of Main Street and 148th Avenue S.E. in the K-Mart Plaza and addressed as 15015 Main Street in the City of Bellevue, on application of Martin Selig Real Estate, Inc.

WHEREAS, the applicant, Martin Selig Real Estate, Inc filed an application for reclassification of approximately 16.35 acres of property from Neighborhood Business (NB) to Community Business (CB) with conditions, which property is located in the K-Mart Plaza at the southeast corner of the intersection of Main Street and 148th Avenue S.E. and addressed as 15015 Main Street in the City of Bellevue; and

WHEREAS, on November 6, 1986, a public hearing was held thereon before the hearing examiner upon proper notice to all interested persons; and

WHEREAS, on January 28, 1987, the hearing examiner recommended to the City Council conditional approval of said application, and made and entered findings of fact and conclusions based thereon in support of his recommendation; and

WHEREAS, on January 30, 1987, the Hearing Examiner issued an Order Correcting Omission which added a footnote to his recommendation of January 28, 1987; and

WHEREAS, on March 9, 1987, the City Council considered the Hearing Examiner's recommendation for conditional approval of the rezone application and remanded the application for the taking of further evidence on two issues: (1) whether the rezone should be conditioned to require that all non-conforming signs on the site be brought into immediate compliance with the Bellevue Sign Code and (2) whether the proposal impacts Kelsey Creek enough to warrant requiring that Kelsey Creek be fully or partially reopened, dredged or otherwise protected; and

WHEREAS, a public hearing was held on August 13, 1987 (continued at the request of the applicant from April 23, 1987), before the Hearing Examiner to consider the issues remanded by the City Council to the Hearing Examiner; and

WHEREAS, on September 8, 1987 the Hearing Examiner entered his Supplemental Findings and Recommendation to the City Council for conditional approval of said application, and made and entered findings

of fact and conclusions based thereon in support of his recommendation; and

WHEREAS, the City Council has reviewed the record before the Hearing Examiner in this matter and concurs with the Hearing Examiner's recommendation to conditionally approve the application as modified by the supplemental recommendation of the Hearing Examiner and concurs in the findings of fact and conclusions upon which said recommendation and supplemental recommendation are based; and

WHEREAS, the City has complied with the requirements of the State Environmental Policy Act and the Bellevue Environmental Procedures Code; now, therefore,

THE CITY COUNCIL OF THE CITY OF BELLEVUE, WASHINGTON, DOES ORDAIN AS FOLLOWS:

Section 1. The City Council adopts the findings of fact and conclusions based thereon, made and entered by the Hearing Examiner in support of his recommendations to the Council in this matter, as set forth in the "Findings and Recommendation of the Hearing Examiner for the City of Bellevue In the Matter of the Application of Martin Selig Real Estate, Inc., For a Reclassification, File No. HE-A 86-09" as modified by the Hearing Examiner's "Order Correcting Omission" dated January 30, 1987 and as further modified and supplemented by the "Supplemental Findings and Recommendation of the Hearing Examiner For the City of Bellevue In the Matter of the Application of Martin Selig Real Estate, Inc., for a Reclassification, File No. HE-A 86-09".

Section 2. The following described property is hereby reclassified from NB to CB with conditions:

PARCEL A:

That portion of the north half of the northwest quarter of the southwest quarter of Section 35, Township 25 North, Range 5 East, W.M., in King County, Washington, described as follows:

Beginning at the northwest corner of said subdivision; thence south 88°38'51" east along the north line of said subdivision, said north line also being the centerline of Main Street, a distance of 200.08 feet, to an intersection with the east line, of the west 200 feet, of said subdivisions;
thence south 0°13'22" east along said east line 30.01 feet to an intersection with the south margin of said Main Street and the true point of beginning;
thence continuing south 0°13'22" east along the east line of said west 200 feet, a distance of 150.06 feet, to an intersection with

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the south line of the north 180 feet, of the west 200 feet of said subdivision;
thence north 88°38'51" west along said south line 150.06 feet, to an intersection with the east margin of 148th Avenue Southeast;
thence south 0°13'22" east along said east margin 482.44 feet, to an intersection with the south line, of the north half of the northwest quarter of the southwest quarter of said Section 35;
thence south 88°40'01" east along said south line 1,000.37 feet to an intersection with the east line, of the west 1,050 feet of said subdivision;
thence north 0°13'22" west along said east line 632.10 feet to an intersection with the south margin of said Main Street;
thence north 88°38'51" west along said south margin 850.32 feet more or less to the true point of beginning.

PARCEL B:

North 100 feet of the West 1,050 feet of the South half of the Northwest quarter of the Southwest quarter of Section 35, Township 25 North, Range 5 E.W.M., in King County, Washington, EXCEPT the West 50 feet conveyed to King County for roads.

This reclassification from NB to CB is conditioned on full compliance by the owner of said property and his heirs, assigns, grantees, or successors in interest, with the terms and conditions of that certain Concomitant Zoning Agreement executed by Martin Selig, an individual, which has been given Clerk's Receiving No. 12967 and which is adopted by reference into this ordinance as if it was fully set forth herein.

Section 3. This ordinance shall take effect and be in force five days after its passage and legal publication.

PASSED by the City Council this 12th day of October, 1987, and signed in authentication of its passage this 12th day of October, 1987.

(SEAL)

Cary E. Bozeman, Mayor

Approved as to form:

Richard L. Andrews, City Attorney

Richard L. Kirkby, Assistant City Attorney

Attest:

Marie K. O'Connell, City Clerk

Published October 16, 1987

CONCOMITANT ZONING AGREEMENT

Clerk's Receiving No. 12967, as adopted by Ordinance No. 3835,(King County recording #8711120962)
Amended in 2000, as adopted by Ordinance No. 5237.

WHEREAS, the City of Bellevue, Washington, a noncharter code city, under the laws of the State of Washington (chapter 35A.63 RCW and Article 11, Section 10 of the Washington Constitution) has authority to enact laws and enter into agreements to promote the health, safety and welfare of its citizens, and thereby control the use and development of property within its jurisdiction: and

WHEREAS, the Owner of certain properties has applied for a reclassification of such property (hereinafter referred to as the property) described below which is within the City's jurisdiction, and has agreed that certain conditions should be imposed in order to mitigate the impacts of such reclassification request: and

WHEREAS, the City of Bellevue staff recommended that the property located at 15015 Main Street, which property is hereinafter more particularly described, be rezoned from NB to CB with conditions: and

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

WHEREAS, the Owner has indicated willingness to cooperate with the City of Bellevue to ensure compliance with the Bellevue Land Use Code, and all other local , state and federal laws relating to the use and development of the property: and

WHERAS, such property was planned and developed as part of the Lake Hills annexation in March 1969 under Ordinance No. 1326: and

WHEREAS, such property was rezoned from its previous King County B-N zoning to the City of Bellevue B-N rezoning by ordinance No. 158* in 1970: and

Whereas, such property was rezoned from B-N to NB in September 1978 under Ordinance No. 26298: and

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

Now, THEREFORE, in the event the property located at 15015 Main Street and more particularly described as:

PARCEL A:
That portion of the north half of the northwest quarter of the southwest quarter of Section 35. Township 25 North. Range 5 East W.M. in King County, Washington. Described as follows:

Beginning at the Northwest corner of said subdivision: thence south 88'38'51' east along north line of said sub division, said north line also being the centerline of Main Street, a distance of 200.08 feet to an intersection with the east line of the west 200 feet of said subdivisions: thence south 0'13'22 east along said east line30.01 feet to an intersection with the south margin of said Main Street and the true point of beginning: thence continuing south 0'13'22 east along the east line of said west 200 feet a distance of 150.05 feet to an intersection with the south line of the north 180 feet of the west 200 feet of said subdivision:
thence north 88'38'51 west along said south line 150.06 feet to an intersection with the east margin of 148th Avenue Southeast
thence south 0'13'22' east along said east margin 482.44 feet to an intersection with the south line of the north half of the northwest quarter of the southwest quarter of said Section 35 thence south 88'40'01' east along said south line 1,000.37 feet to an intersection with the east line of the west1,050 feet of said subdivision:
thence north 0'13'22' west along said east line832.10 feet to an intersection with the south margin of said Main Street:

thence north 88'38'51 west along said south margin 850.32 feet more or less to the true point of beginning.

PARCEL B:
North 100 feet of the West 1,020 feet of the South half of the Northwest quarter of the Southwest quarter of Section 35. Township25 North. Range 5 E. W. M. in King County, Washington. Except the West 50 feet conveyed to king County for roads.

As rezoned by the City of Bellevue from NB to CB with conditions and in full consideration of that event should it occur, the Owner does hereby covenant and agree as follows:

1. SPECIAL CONDITIONS

A. Permitted Uses:
Permitted uses for the property shall include all uses that are listed in Land Use Code Sect ion 20.10.440 as permitted in the CB zone except:

(1) No manufacturing uses (Land U se Code Section 20.10.440. Standard Land Use Code References 2 and 3) shall be permitted, except:

329 – Handcrafted products mfg.

(2) No transportation and utilities uses (Land Use Code Section 20.10.440. Standard Land Use Code Reference 4) shall be permitted, except:

- Accessory parking
- Highway and Street Right-of-Way

(3) No wholesale and retail uses (Land Use Code Section 20.10.440. Standard Land Use Code Reference 5) shall be permitted, except:

522 – Heating and plumbing equipment – retail

523 – Paint, glass and wallpaper – retail

524 – Electrical supplies – retail

5251 – Hardware – retail

53 – General merchandise – retail

54 – Food – retail

56 – Apparel and accessories – retail

57 – Furniture and home furnishings – retail

59 – Other retail trade

5998 – Garden Supplies

5999 – Pet Shop – retail and grooming

(4) No service uses (Land Use Code Section 20.10.440. Standard Land Use Code Ref. 6) shall be permitted, except:

61 – Finance, insurance, real estate

62 – Personal services: Laundry, dry cleaning, barber and beauty, photography studio, and shoe repair

– Child care services

629 – Day care center

63 – Business services. Duplicating, blueprinting, steno, advertising (except outdoor) and employment

641 – Auto repair and washing service

649 – Repair services: watches, TV, electrical, upholstery

– Professional services: medical clinics and other health care related services

– Professional services: other

6516 – Convalescent and nursing homes

692 (A) Professional and labor organizations fraternal lodge

629 (B) Charitable and social service organization

– Office – general

(5) No recreation uses (Land Use Code Section 20.10.440. Standard Land Use Code Reference7) shall be permitted, except:

711 – Library, museums

7113 – Art gallery

(6) No resource uses (Land Use Code Section 20.10.440. Standard Land Use code Reference 8) shall be permitted, except:

8221 – Veterinary office

Retail hardware, food and drug store uses may not be expanded to exceed square footage allowed in NB zones unless the expansion is internal and can be achieved without significant increase in vehicular traffic, noise, lighting or other adversity to adjacent on or off-site residential or commercial areas.

B. Conditional Uses:

The following uses shall only be permitted as Conditional Uses:

- Two to four dwelling unites per acre
- Five or more dwelling unites per acre
- Group home Class1-B 3
- Group home Class1-C 3
- Group Home Class 11A 3
- Group Home Class 11B 3
- Group Home Class 11C 3
- Detoxification Center 3
- 12-group quarters: Dormitories: Retirement Homes, Fraternal Houses, excluding military and correctional institutions

- Park-and-ride

- Recycling centers

521 – Lumber and other building materials – retail

522 – Automotive and Marine Accessories (Retail)

553 – Gasoline service stations

58 – Eating and drinking establishments (without liquor or Class H license)

*671 – Governmental Services: protective functions and related activities excluding maintenance

*674 – Military

*675 – Correctional Institutions

681 – Education – nursery, primary and secondary

682 – Universities and colleges

683 – Special schools: vocational, trade, business, art, music, dance, driving barber and beauty

691 – Religious activities

7214 – Legitimate theaters

7222 – Sports arena

7231 – Auditoriums

7232 – Exhibition halls

7411 – Golf Courses

7413 – Tennis Courts

7414 – Ice skating

7415 – Roller skating

7417 – Bowling

7422 – Playgrounds

7424 – Community clubs – recreation centers

7423 – Swimming beaches and pools

8192 – Horticulture nursery, trees, shrubs, ground cover, flowers and related supplies.

*Permitted in the proposed CB zoning but not addressed in the Subarea Plan Guidelines

C. The current NB (Neighborhood Business) standards for building height, land coverage, landscaping, screening and other site development standards shall be the standards of this rezone.

Existing structure exceeding the height limit (20 feet) shall not be Enlarged vertically (21.V.13.110).

D. The applicant shall submit a building permit application to the Design and Development Department within thirty (30) days of the effective date of this rezone, showing proposed parking area improvements. Including landscaping in compliance with Land Use Code Sections 20.20.590 and 20.20.520.F.3 or Section 20.20.520.J. and shall provide a Performance Assurance Device per Section 20.20.520.L. Installation of parking area landscaping shall be completed by the applicant and verified by the Design and Development Department within one year of the effective date of the rezone.

E. The applicant shall submit a legal survey for the undeveloped portion of Parcel B prior to the adoption of the reclassification and designate said area as a Native Growth Protection Easement which precludes disturbance of or development over the parcel (21.D.100.C.5 and 6).

F. Any redevelopment of the site by any building addition, regardless of size or the addition of new building(s) shall conform to the following requirements:

(1) Removal of the existing box culvert and reconstruction of an open stream channel in accordance with the Storm and Surface Water Utility Drainage Master Plan, City of Bellevue development standards (edition current at the time of application for permits) and all other applicable codes, policies and ordinances.

(2) Construction of a pedestrian trail located outside the stream corridor: or, if located within the stream corridor to replace the area lost for the trail.

(3) Provision of a storm water detention system per City of Bellevue development standards (edition current at the time of application for permits)

G. The effective date of this rezone shall be contingent upon the removal of all illegal or non-conforming signs. A Performance Assurance Device for 150% of the cost of removing the signs shall be required pursuant to Section 20.40.490 of the Land Use Code and Sections 22.B.10.710 and 22.B.10.200 of the Bellevue Sign Code.

H. The applicant shall dredge, remove, or otherwise lower the streambed elevation in the existing box culvert to a maximum elevation of 248.95 (City of Bellevue datum) at the upstream end of the culvert. A

minimum 0.5% slope in the culvert bottom shall be included in the design. This work shall be performed by September 15, 1988. Plans shall be approved by the Storm and Surface Water Utility prior to beginning any work.

I. The applicant shall be responsible for continued maintenance of the streambed elevation and slope to ensure proper drainage. The applicant shall allow periodic inspection of the culvert and streambed elevation by the City of Bellevue Storm and Surface Water Utility. The applicant shall perform all work necessary to maintain the streambed elevation and slope as required by the City of Bellevue Storm and Surface Water Utility.

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

3. Any amendment or modification of this agreement shall be valid only if mutually agreed upon by the City of Bellevue and the Owner (including heirs, assignees and successors to the Owner) in writing and recorded with the King County Department of Records and Elections.

4. In addition to all other remedies available to the City of law, the City reserves the right to initiate proceedings to revoke the rezoning of the property should the Owner fall to comply with any of the terms and conditions of this agreement.

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

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

7. This Concomitant Zoning Agreement shall remain in effect unless or until the property is rezoned.

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

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

Dated this _____ day of _____, 1987.

The person whose name is subscribed herein does herby certify that he is the sole holder of fee simple interest in the above described property:

OWNER:

_____, an individual

_____

Approved as to form:

_____
Assistant City Attorney

CITY OF BELLEVUE, WASHINGTON

ORDINANCE NO. 5237

AN ORDINANCE approving the rezone application of Franklin West, LLC (Kelsey Creek Center) to remove a requirement for conditional use approval for eating and drinking establishments, without liquor or Class H license, as required by the 1987 Concomitant Agreement, Clerk's Receiving No. 12967, adopted by Ordinance No. 3835.

WHEREAS, on October 12, 1987, the City Council adopted Ordinance No. 3835 rezoning the property located at 15015 Main Street and now known as Kelsey Creek Center from NB to CB, with certain conditions as contained in the concomitant agreement given Clerk's Receiving No. 12967; and

WHEREAS, one such condition required conditional use approval for eating and drinking establishments (without liquor or Class H license); and

WHEREAS, on April 8, 1998, an application was filed seeking a series of changes to the concomitant agreement including the removal of the conditional use permit approval required for eating and drinking establishments; and

WHEREAS, the request was considered at a public meeting of the East Bellevue Community Council on July 7, 1998, and was supported by the Community Council; and

WHEREAS, a public hearing was held before the Hearing Examiner for the City of Bellevue on June 29, 2000, pursuant to notice required by law; and

WHEREAS, on July 13, 2000, the Hearing Examiner recommended approval of the rezone application with conditions, and made and entered findings of fact and conclusions thereon in support of that recommendation; and

WHEREAS, the City Council concurs in the findings of fact and conclusions of the Hearing Examiner and has determined that the public use and interest will be served by approving the rezone application to remove the conditional use permit approval required for eating and drinking establishments without liquor or Class H license; and

WHEREAS, the City has complied with the requirements of the State Environmental Policy Act and the City Environmental Procedures Code; now, therefore,

THE CITY COUNCIL OF THE CITY OF BELLEVUE, WASHINGTON, DOES ORDAIN AS FOLLOWS:

Section 1. The City Council adopts the findings of fact and conclusions based thereon, made and entered by the Hearing Examiner in support of his recommendation to the City Council to approve the rezone application to remove the conditional use permit approval required for eating and drinking establishments without liquor or Class H license as required by the 1987 Concomitant Zoning Agreement, filed under Clerk's Receiving No. 12967, adopted by Ordinance No. 3835, as set forth in "Findings of Fact, Conclusions of Law and Recommendation of the Hearing Examiner for the City of Bellevue, In the Matter of

the Application of Franklin West, LLC (Kelsey Creek Center) for a rezone to remove a requirement for Conditional Use Approval," File No. REZ-98-2593.

Section 2. With respect to the following described property:

PARCEL A:

That portion of the North half of the Northwest Quarter of the Southwest Quarter of Section 35, Township 25 North, Range 5 East, W.M., in King County, Washington, described as follows:

Beginning at the Northwest corner of said subdivision;
Thence South 88/38'51" East along the North line of said subdivision, said North line also being the centerline of Main Street, a distance of 200.08 feet, to an intersection with the East line of the West 200 feet of said subdivision;
Thence South 0/13'22" East along said East line 30.01 feet to an intersection with the South margin of said Main Street and the true point of beginning;
Thence continuing South 0/13'22" East along the East line of said West 200 feet, a distance of 150.06 feet, to an intersection with the South line of the North 180 feet of the West 200 feet of said subdivision;
Thence North 88/38'51" West along said South line 150.06 feet to an intersection with the East margin of 148th Avenue Southeast;
Thence South 0/13'22" East along said East margin 482.44 feet to an intersection with the south line of the North half of the Northwest Quarter of the Southwest Quarter of said Section 35;
Thence South 88/40'01" East along said South line 1,000.37 feet to an intersection with the East line of the West 1,050 feet of said subdivision;
Thence North 0/13'22" West along said East line 632.10 feet to an intersection with the South margin of said Main Street;
Thence North 88/38'51" West along said South margin 850.32 feet, more or less, to the True Point of Beginning;
Except the North 6 Feet as deeded to the City of Bellevue by Recording No. 7605100751.

PARCEL B

The North 100 feet of the West 1,050 feet of the South Half of the Northwest Quarter of the Southwest Quarter of Section 35, Township 25 North, Range 5 East, W.M., in King County, Washington;

Except the West 50 feet conveyed to King County for roads.

Both situate in the County of King, State of Washington.

Condition 1.B of that certain Concomitant Agreement given Clerk's Receiving No. 12967, as adopted by Ordinance No. 3835, is amended to remove eating and drinking establishments without liquor or class H license.

Section 3. This rezone shall be subject to the following conditions:

A. The rezone applies only to the one specified use.

B. The rezone applies only to existing structures in Kelsey Creek Center, and not to any additions or new buildings.

C. Liquor sales are permissible only under Class A or Class C licenses from the Washington State Liquor Control Board.

Section 2. This Ordinance shall take force and be in effect five days after its passage and legal publication.

Passed by the City Council this 7th day of August, 2000, and signed in authentication of it passage this 7th day of August, 2000.

(SEAL)

Chuck Mosher, Mayor

Approved as to form:
Richard L. Andrews, City Attorney
Lori M. Riordan, Assistant City Attorney

Attest:
Myrna L. Basich, City Clerk

Published August 11, 2000

0709-ORD
06/16/04

ORIGINAL

CITY OF BELLEVUE, WASHINGTON

ORDINANCE NO. 5534

AN ORDINANCE approving the rezone application of Franklin West, LLC (Kelsey Creek Center) by amendment of the 1987 Concomitant Agreement No. 12967 adopted by Ordinance No. 3835 to allow Health Club uses of less than 5,000 square feet.

WHEREAS, on November 21, 2003, an application was filed seeking a change to the Concomitant Agreement to allow Health Club uses of less than 5,000 square feet; and

WHEREAS, the request was considered at a public meeting of the East Bellevue Community Council on April 6, 2004; and

WHEREAS, a public hearing was held before the Hearing Examiner for the City of Bellevue on May 13, 2004 pursuant to notice required by law; and

WHEREAS, on May 28, 2004, the Hearing Examiner recommended approval of the rezone application with a condition, and made and entered findings of fact and conclusions thereon in support of that recommendation; and

WHEREAS, the City Council concurs in the findings of fact and conclusions of the Hearing Examiner and has determined that the public use and interest will be served by approving the rezone application to allow Health Club uses of less than 5,000 square feet; and

WHEREAS, the City has complied with the requirements of the State Environmental Policy Act and the City Environmental Procedures Code now therefore,

THE CITY COUNCIL OF THE CITY OF BELLEVUE, WASHINGTON, DOES ORDAIN AS FOLLOWS:

Section 1. The City Council adopts the findings of fact and conclusions based thereon, made and entered by the Hearing Examiner in support of his recommendation to the City Council to approve the rezone application to allow Health Club uses of less than 5,000 square feet to the 1987 Concomitant Zoning Agreement No. 12967 adopted by Ordinance No. 3835.

Section 2. This rezone shall be subject to the following condition:

This rezone applies only to the inclusion of "Health Club" as a permitted use; Health Club use may not exceed a total area of 5,000 net square feet in the Kelsey Creek Center.

ORIGINAL

Section 3. This ordinance shall take effect and be in force five (5) days after passage and legal publication.

Passed by the City Council this 6th day of July, 2004, and signed in authentication of its passage this 6th day of July, 2004.

(SEAL)

Connie B. Marshall
Connie B. Marshall, Mayor

Approved as to form:

Richard L. Andrews, City Attorney

Lori M. Riordan
Lori M. Riordan, Deputy City Attorney

Attest:

Myrna L. Basich
Myrna L. Basich, City Clerk

Published July 9, 2004

1168-ORD
04/28/10

ORIGINAL

CITY OF BELLEVUE, WASHINGTON

ORDINANCE NO. 5946

AN ORDINANCE approving the rezone application of Franklin West, LLC (Kelsey Creek Center) to repeal the prior concomitant zoning agreements for Kelsey Creek Center and replace such with a new concomitant zoning agreement relating to approximately 16 acres located at the corner of 148th avenue SE and Main Street, with conditions.

WHEREAS, Franklin West, LLC (Kelsey Creek Center) filed an application to rezone approximately 16 acres located at the corner of 148th avenue SE and Main Street to repeal prior concomitant zoning agreements for Kelsey Creek Center and replace such with a new concomitant zoning agreement, which is attached hereto as Exhibit A and by this reference fully incorporated herein; and

WHEREAS, on February 25, 2010, a public hearing was held before the Hearing Examiner for the City of Bellevue pursuant to notice required by law; and

WHEREAS, on March 4, 2010, the Hearing Examiner recommended approval of the rezone application with conditions, and made and entered findings of fact and conclusions of law based thereon in support of that recommendation, and no timely appeal thereof has been filed; and

WHEREAS, the City Council concurs in the findings of fact and conclusions of the Hearing Examiner, including the conditions imposed, and has determined that the public use and interest will be served by approving the rezone with conditions; and

WHEREAS, the City has complied with the requirements of the State Environmental Policy Act and the City Environmental Procedures Code and a Mitigated Determination of Non-Significance was issued on February 11, 2010; now, therefore,

THE CITY COUNCIL OF THE CITY OF BELLEVUE, WASHINGTON, DOES ORDAIN AS FOLLOWS:

Section 1. The City Council adopts the findings of fact and conclusions made and entered by the Hearing Examiner in support of his recommendation to the City Council to approve the rezone with conditions and to repeal the 1987 Concomitant Zoning Agreement, as amended and replace such with a new Concomitant Zoning Agreement to allow for redevelopment of the Kelsey Creek Center.

Section 2. The 1987 Concomitant Zoning Agreement, as amended, is hereby repealed.

Section 3. This rezone approval shall be conditioned upon execution of the Concomitant Zoning Agreement between Franklin West, LLC and the City, which Agreement has been given Clerk's Receiving No. 463445. The City Manager or his designee is hereby authorized to execute such Agreement.

Section 4. This rezone approval shall also be subject to the following conditions:

> Detailed traffic analysis and evaluation of street frontage improvements and other mitigation measures will be performed for any subsequent Design Review or other application related to a specific construction proposal. Any required mitigation measures, which may include significant street widening and associated right of way and easement dedications, must be implemented by the developer as part of any major redevelopment of the site. If the development is phased, the transportation mitigation measures required for each phase will be determined by the City in a manner consistent with the mitigation required for redevelopment of the entire site. Engineering plans required for subsequent construction applications must meet the requirements of the Americans with Disabilities Act, the Transportation Development Code, and the Transportation Design Manual. Access and parking for all vehicles, including delivery vehicles and large trucks, and including any parking agreements with other property owners must be resolved during Design Review or any other discretionary review phase. Discretionary review decisions may require the developer to set aside funds for future traffic calming on local streets.

Section 5. The property subject to the rezone application with conditions hereby approved by the City Council is legally described in Exhibit A, which is attached hereto and by this reference fully incorporated herein.

Section 6. This ordinance shall take effect and be in force five (5) days after passage and legal publication.

1168-ORD
04/28/10

ORIGINAL

Passed by the City Council this 3rd day of May, 2010 and signed in authentication of its passage this 3rd day of May, 2010.

(SEAL)

Don Davidson, DDS
Mayor

Approved as to form:

Lori M. Riordan, City Attorney

Lacey Madche

Lacey Madche, Assistant City Attorney

Attest:

Myrna L. Basich

Myrna L. Basich, City Clerk

Published May 6, 2010

RECEIVED

JUN 23 2010

Development Services

Return Address:

Catherine Drews, Legal Planner
City of Bellevue
PO Box 90012
Bellevue, Washington 98009

20100518000442
FRANKLIN WEST AG 79.00
PAGE-001 OF 018
05/18/2010 11:15
KING COUNTY, WA

Please print or type information **WASHINGTON STATE RECORDER'S Cover Sheet** (RCW 65.04)

Document Title(s) (or transactions contained therein): (all areas applicable to your document **must** be filled in)

1. KELSEY CREEK CENTER CONCOMITANT ZONING AGREEMENT

Reference Number(s) of Documents assigned or released: N/A

1. Repeals and replaces the existing Concomitant Zoning Agreement, Recording No. 198711120962.

Grantor(s) (Last name, first name, initials)

1. Nat Franklin, Franklin West LLC

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

1. City of Bellevue, a Washington municipal corporation

Legal description (abbreviated: i.e. lot, block, plat or section, township, range)

PARCEL A: LOT 1 CITY OF BELLEVUE SHORT PLAT NO FP-96-8990 REC NO 9803099020 -BEING PORTION OF NW QTR OF SW QTR STR 35-25-05.

PARCEL B: LOT 2 CITY OF BELLEVUE SHORT PLAT NO FP-96-8990 REC NO 9803099020 -BEING PORTION OF NW QTR OF SW QTR STR 35-25-05.

PARCEL C: LOT 3 CITY OF BELLEVUE SHORT PLAT NO FP-96-8990 REC NO 9803099020 -BEING PORTION OF NW QTR OF SW QTR STR 35-25-05.

PARCEL D: LOT 4 CITY OF BELLEVUE SHORT PLAT NO FP-96-8990 REC NO 9803099020 -BEING PORTION OF NW QTR OF SW QTR STR 35-25-05

Additional legal is included in Exhibit A of document.

Assessor's Property Tax Parcel/Account Number

Affects Tax Parcel No's. 3525059084, 3525059085, 3525059060, and 3525059086.

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

KELSEY CREEK CENTER CONCOMITANT ZONING AGREEMENT

This Kelsey Creek Center Concomitant Zoning Agreement (Agreement or 2010 CZA) is entered into this 18th day of May 2010, between the City of Bellevue, a Washington municipal corporation (City), and Franklin West LLC (Property Owner) relating to real property located at 15015 Main Street and more specifically described in Exhibit A attached hereto and by this reference fully incorporated herein (Property).

I. RECITALS

A. WHEREAS, the Property was originally developed as part of the 1969 Lake Hills annexation under Ordinance No. 1326; and,

B. WHEREAS, the Property was rezoned from Neighborhood Business (NB) to Community Business (CB) in 1987 (1987 Rezone) by Ordinance No. 3835; and,

C. WHEREAS, as a condition of the 1987 Rezone adopted pursuant to Ordinance No. 3835, the City and Property Owner executed a Concomitant Zoning Agreement dated October 12, 1987 (1987 CZA), recorded under King County Recording Number 198711120962; and,

D. WHEREAS, the 1987 CZA was amended in 2000 by Ordinance No. 5237; and,

E. WHEREAS, the 1987 CZA was amended in 2004 by Ordinance No. 5534; and,

F. WHEREAS, the Property Owner desires to replace the 1987 CZA with this new Kelsey Creek Center Concomitant Zoning Agreement (2010 CZA), to facilitate redevelopment of portions of the site and associated parking on the Property, which includes use and development limitations, pedestrian connections, and mitigation for replacing the existing box culvert and retaining Kelsey Creek in its closed stream channel; and,

G. WHEREAS, a Mitigation Plan (attached as Exhibit B) has been created to address functional loss occasioned by not reopening Kelsey Creek as was required by the prior 1987 CZA; and,

H. WHEREAS, the Mitigation Plan consists of off-site measures that will provide, at minimum, the amount of habitat benefit in the form of increased riparian buffers, rearing habitat, and improved water quality that would have

resulted from removal of the box culvert and reconstruction of an open stream channel for Kelsey Creek; and,

I. WHEREAS, on May 20, 2009, Applicant applied for a rezone of the Property under Project File No. 09-113801-LQ to repeal the 1987 CZA and replace it with the 2010 CZA; and,

J. WHEREAS, it is the intent of the parties that the 2010 CZA repeal and replace the 1987 CZA in its entirety; and,

K. WHEREAS, the City of Bellevue, Washington, a non-charter optional code city, under the laws of the State of Washington, has authority to enact laws and enter into agreements to promote the health, safety and welfare of its citizens, and thereby control the use and development of property within its jurisdiction; and,

L. WHEREAS, under Bellevue Land Use Code (LUC) 20.30A.155, the City may require rezone applicants enter into a concomitant zoning agreement with the City as a condition of the rezone, and may through that agreement impose development conditions designed to mitigate potential impacts of the rezone and development pursuant thereto; and,

M. WHEREAS, after holding a public meeting on October 6, 2009 pursuant to LUC 20.35.327, the Director of the Development Services Department issued a recommendation on February 11, 2010 to repeal the 1987 CZA and replace it with the 2010 CZA pursuant to LUC 20.35.330; and,

N. WHEREAS, after holding a public hearing on February 25, 2010 pursuant to LUC 20.35.337, the City of Bellevue Hearing Examiner recommended that the 1987 CZA be repealed and replaced with the 2010 CZA; and,

O. WHEREAS, pursuant to Chapter 43.21C RCW of the State Environmental Policy Act, the City seeks to mitigate all potentially significant adverse environmental impacts which may result from repeal of the 1987 CZA and replacement with this 2010 CZA through final action on the proposed Rezone (Project File No. 09-113801-LQ); now, therefore,

II. AGREEMENT

The Property legally described in Exhibit A attached hereto and by this reference incorporated herein, is rezoned in accordance with Ordinance No. 5946, and in full consideration of that event, the Property Owner does hereby agree to the following:

1. Subject to Section 5 below, the terms of the 1987 CZA adopted pursuant to Ordinance No. 3835 and subsequently amended by Ordinance Nos. 5237 and 5534 (the "Prior CZAs") are hereby repealed, and replaced with the terms contained in this 2010 CZA adopted by Ordinance No. 5946.

2. Allowed Uses. Except as modified in Section 3 below, allowed uses on the Property shall be governed by the regulations applicable to the CB land use district, as provided for in LUC 20.10.440 as of the effective date of this 2010 CZA.

3. Modifications to Uses in LUC 20.10.440. The following modifications of the otherwise applicable provisions of LUC 20.10.440 shall apply to the Property:

a. Residential Uses. The following residential uses are modified as follows:

- 12 – Group quarters are prohibited.
- 13/15 – Hotels and Motels are allowed only through a conditional use permit.

b. Manufacturing Uses. Manufacturing uses are prohibited, except Handcrafted Products Manufacturing of 10,000 gross square feet or less is allowed.

c. Transportation and Utilities Uses. Transportation and utilities uses are prohibited, except as follows:

- Highway and street right of way are allowed.
- Satellite Dishes are allowed.
- Accessory Parking is allowed only to serve other allowed uses on the Property.
- Wireless Communication Facilities are allowed only through a conditional use permit

d. Wholesale and Retail uses. The following wholesale and retail uses are modified as described below:

- Recycling centers are prohibited.
- 521/522/523/524 – Lumber and other bulky building materials are prohibited.

- General Merchandise: Individual Dry Goods, Variety, and Department Store (Retail) uses that do not exceed a maximum size of 65,000 gross square feet are permitted.
- General Merchandise: Individual Dry Goods, Variety, and Department Store (Retail) uses that exceed 65,000 gross square feet up to a maximum size of 100,000 gross square feet are allowed only through an administrative conditional use permit (ACUP) provided that the following decision criteria have been met in addition to those applicable to the ACUP as now or hereafter amended:
    - The ACUP shall provide general merchandise retail uses for the surrounding residential community, and shall not interfere with the site's primary neighborhood-serving function; and
    - In determining consistency with the Comprehensive Plan as required by the ACUP decision criteria, such consistency determination shall include consideration of policies that pertain specifically to neighborhood businesses and neighborhood serving uses.
- General Merchandise: Individual Dry Goods, Variety, and Department Store (Retail) uses that exceed 100,000 gross square feet are prohibited.
- 5511 – Autos (retail) are prohibited.
- Trucks, Motorcycles, Recreational Vehicles (retail) are prohibited.
- Boats (retail) are prohibited.
- 552 - Automotive and Marine Accessories (Retail) are limited to 10,000 gross square feet.
- 57 - Furniture, Home Furnishing (Retail) are limited to 25,000 gross square feet.
- Adult Retail Establishments are prohibited.

e. Services Uses. Service uses are prohibited, provided that the following uses are modified as described below:

- 63 - Business Services are limited to 10,000 gross square feet on the ground floor of any building located on the Property. Business Services are allowed without size limitation in the second story area of any building located on the Property.

- Professional Services: Medical Clinics and Other Health Care Related Services are limited to 10,000 gross square feet.
- Professional Services: Other are limited to 10,000 gross square feet.
- 695 – Religious Activities are allowed only through a conditional use permit.
- Administrative Office: General is limited to second story area of any building located on the Property.

f. Recreation uses. The following recreation uses are modified as described below:

- 712 – Nature exhibitions are prohibited.
- 7212/7214/7222/7231/7232 – Public Assembly (indoor) are prohibited.
- 7212/7214/7218 – Motion picture, theaters, night clubs, dance halls, and teen clubs are prohibited.
- 7213 – Drive-in theaters are prohibited.
- Adult Theaters are prohibited.
- 7223/73 – Public assembly (outdoor) are prohibited.
- 73 – Commercial Amusements: Video Arcades, Electronic Games are prohibited.
- 7491/7515 – Camping sites and hunting clubs are prohibited.
- 7411/7413/7414/7415/7417/7422/7423/7424/7425/7441/7449 – Recreation Activities listed are allowed only through a conditional use permit.

g. Resources Uses. All resource uses except 8221 - Veterinary Clinic and Hospital are prohibited.

4. Development Standards. The applicable development standards for the CB land use district shall apply as now or hereafter amended, including but not limited to, General Development Requirements (LUC 20.20), Transition Area Design District (Chapter 20.25B LUC) requirements, and Community Retail Design District (Chapter 20.25I LUC) requirements. Furthermore, the entire Property, regardless of the current or future configurations of the interior lot lines, shall be treated as one lot for the purposes of compliance with Land Use Code regulations, including but not limited to setbacks, density, parking and access.

5. Fee in Lieu of Box Culvert Removal and Reconstruction of an Open Stream Channel. The Property Owner shall provide a fee in lieu of the box culvert removal and reconstruction of the open stream channel that was required under

the terms of the Prior CZAs in the amount of $585,252.76 (the "Mitigation Fee"). The Mitigation Fee is intended to fund the off-site mitigation described in Exhibit B, attached hereto and incorporated herein by this reference. Any Mitigation Funds remaining following completion of the mitigation project described in Exhibit B shall be used to fund monitoring of the mitigation work for a period of up to five years. The Mitigation Fee shall be paid within 60 days of the effective date of this Agreement. If the Mitigation Fee is not timely paid, the rezone will be null and void, and the 2010 CZA will automatically terminate without need for further Council action. In such event, the zoning for the Property shall be as set forth in ordinances and the Prior CZAs shall apply as though in full force and effect.

6. Pedestrian Connections. Upon redevelopment of the Property, the Property Owner shall construct pedestrian trails and sidewalks that further connect 148th Avenue SE, Main Street and the project site to Lake Hills Greenbelt Park and the surrounding neighborhood as conceptually shown in Figure 2 of the Rezone Recommendation contained in Project File No. 09-113801-LQ. Redevelopment for the purposes of applying this paragraph shall include re-tenanting any portion of the existing vacant K-Mart building, demolition or reconstruction of any portion of the existing vacant K-Mart building, addition of any new building, or addition of any new square footage to an existing building (regardless of size). The final alignment of the pedestrian connections to be constructed under the terms of this paragraph shall be approved by the Land Use Division of the Development Services Department, or its successor organization, as a component of the underlying permits or approvals required for the redevelopment that triggers the application of this paragraph.

7. Reconstruction and Maintenance of the Box Culvert. The property owner shall be responsible for continued maintenance of the streambed elevation and slope to ensure proper drainage. The applicant shall allow periodic inspection of the culvert and streambed elevation by the City of Bellevue Storm and Surface Water Utility. The applicant shall perform all work necessary to maintain the streambed elevation and slope as required by the City of Bellevue Storm and Surface Water Utility.

8. Conflict of Law and Severability. Should any term or clause of this Agreement conflict with applicable law, such conflicts shall not affect other terms of this Agreement which can be given effect without the conflicting term or clause.

9. Amendment. Any amendment or modification to this Agreement shall be valid only if mutually agreed upon by the City of Bellevue and the Property Owner (including heirs, assignees and successors to the Owner) in writing and recorded with the King County Department of Records and Elections.

10. Specific Performance. The City may at its discretion bring a lawsuit to compel specific performance of the terms and conditions of this Agreement.

11. Reservation of Rights. Nothing in this Agreement shall be construed to restrict the authority of the City to exercise its power to rezone the Property in future years. Notwithstanding any other term of this Agreement, the City reserves the right to establish and impose new or different additional regulations to the extent required to address a serious threat to public health and safety. Nothing in this Agreement shall be deemed an approval of any particular project level development.

12. Duration. This Concomitant Zoning Agreement shall remain in effect unless or until the property is rezoned.

13. Indemnification. Property Owner shall indemnify and save harmless the City of Bellevue from and against all claims, suits, damages, costs, losses and expenses in any manner resulting from, arising out of, or connected with the Owner's negligent performance of or failure to perform fully any term or condition of this Agreement.

14. Successors and Assigns. This Agreement shall be binding on the parties and their respective heirs, executors, administrators, successors, and assigns.

15. Entire Agreement. This Agreement represents the complete agreement between the parties with respect to the subject matter hereof. Any prior written or oral representations or agreements to the contrary are of no effect.

16. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. Venue for any action arising out of this Agreement shall be in King County Superior Court.

17. Recording. The Applicant shall record this Agreement with the King County Department of Records and Elections.

CITY OF BELLEVUE, WASHINGTON

BY: _____
City Manager, City of Bellevue

Approved as to Form:

BY: _____
~~Lacey L. Madche, Assistant~~ City Attorney
Mary Kate Berens, Dep.

PROPERTY OWNER
FRANKLIN WEST, LLC

BY: _____
Nat Franklin, Franklin West LLC

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that STEVEN R. SARKOZY is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument, and acknowledged it, as the CITY MANAGER of the City of Bellevue, to be the free and voluntary act of said party for the uses and purposes mentioned in the instrument.

Dated this 11 day of May, 2010.

Print name: JANNA DEE STEEDMAN
NOTARY PUBLIC in and for the State of Washington Residing at Issaquah.
My Commission expires: 12/20/2012

JANNA DEE STEEDMAN
COMMISSION EXPIRES
NOTARY
PUBLIC
12-20-12
STATE OF WASHINGTON

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that Nat Franklin is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument, and acknowledged it, as the Manager of FRANKLIN WEST, LLC to be the free and voluntary act of said company for the uses and purposes mentioned in the instrument.

Dated this 18th day of May, 2010.

Print name: Stephanie Aguirre
NOTARY PUBLIC in and for the State of Washington Residing at Renton.
My Commission expires: 9-9-12

STEPHANIE G. AGUIRRE
COMMISSION EXPIRES
NOTARY
PUBLIC
9-09-12
STATE OF WASHINGTON

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

[attached]

EXHIBIT A
LEGAL DESCRIPTION

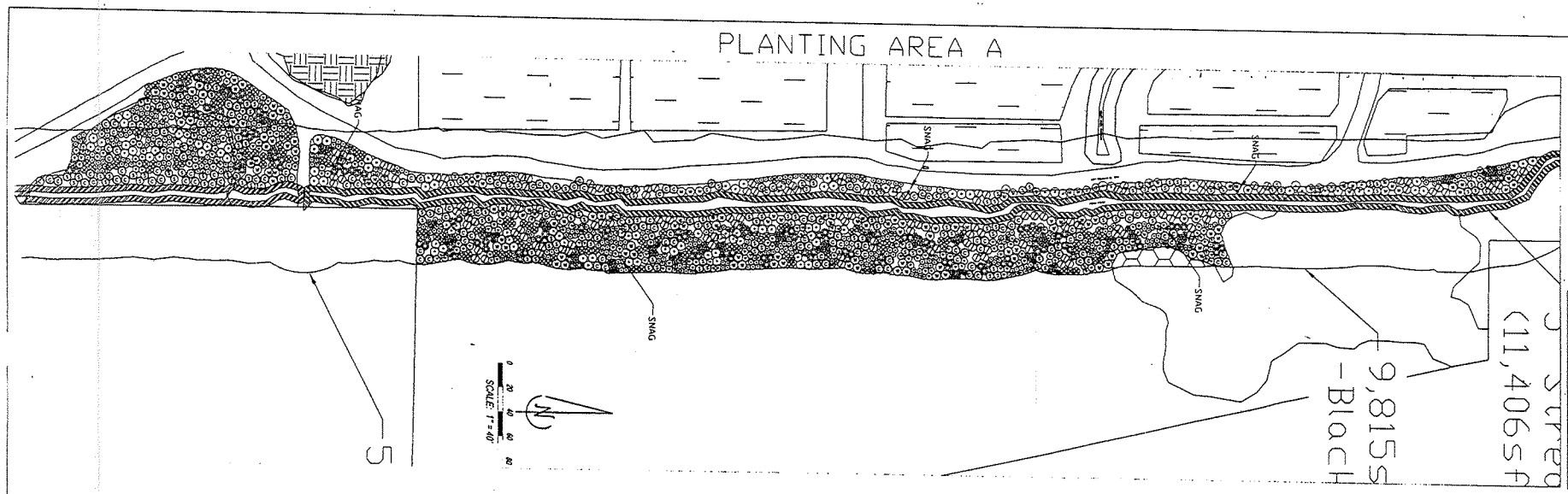
LOT 1 CITY OF BELLEVUE SHORT PLAT NO FP-96-8990 REC NO 9803099020 -BEING PORTION OF NW QTR OF SW QTR STR 35-25-05
And

LOT 2 CITY OF BELLEVUE SHORT PLAT NO FP-96-8990 REC NO 9803099020 -BEING PORTION OF NW QTR OF SW QTR STR 35-25-05
And

LOT 3 CITY OF BELLEVUE SHORT PLAT NO FP-96-8990 REC NO 9803099020 -BEING PORTION OF NW QTR OF SW QTR STR 35-25-05
And

LOT 4 CITY OF BELLEVUE SHORT PLAT NO FP-96-8990 REC NO 9803099020 -BEING PORTION OF NW QTR OF SW QTR STR 35-25-05

PLANTING AREA A



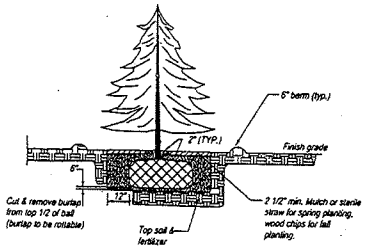
PLANTING LIST

	ONTY	PLANT NAME	SIZE	SPACING
TREES				
	51	Shore Pine Pinus contorta	5 gal.	as shown
S	179	Sitka Spruce Picea sitchensis	5 gal.	as shown
W	170	Pacific Willow Salix lasiandra	Stake	as shown
C	170	Western Red Cedar Thuja plicata	5 gal.	as shown
SHRUBS				
	64	Western Crabapple Malus fusca	2 gal.	as shown
	159	Cascara Rhamnus purshiana	2 gal.	as shown
	163	Pacific Ninebark Physocarpus capitarus	2 gal.	as shown
	219	Red-osier Dogwood Cornus stolonifera	Stake	as shown
	161	Sitka Willow Salix Sitchensis	Stake	as shown
	218	Highbush Cranberry Viburnum edule	2 gal.	as shown
	159	Cluster Rose Rosa pisocarpa	2 gal.	as shown
	157	Black Twinberry Lonicera involucrata	2 gal.	as shown
	153	Black Gooseberry Ribes lacustre	2 gal.	as shown

5 SNAG

Habitat features to be 20' length (min.) and 12" diameter (min.) Preferred species Red Cedar w/branches intact

- See Sheet W-3 for Snag Installation Detail



CONIFEROUS TREE PLANTING DETAIL

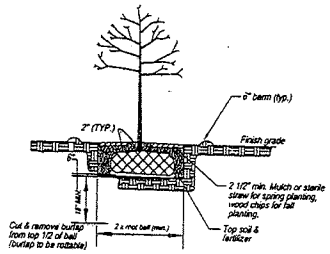
NOT TO SCALE

LIVE STAKE PLANTING DETAIL
PLAN VIEW

NOT TO SCALE

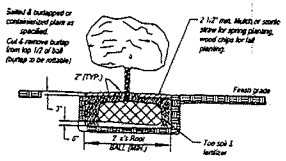
PLANTING NOTES

- Live stake cuttings are to be freshly cut 1"-2" in diameter & 3' long.
- Side branches should be pruned off and bark left intact.
- Basal ends should be cut cleanly at an angle and the tops should be cut square.
- All live stakes should be kept moist during transport to the site and should be installed the same day as harvestin, with a maximum of two weeks unplanted.
- Live stakes will be installed by creating a pilot hole into native soil 1" - 2". The pilot hole should be created at a right angle to the slope with an iron bar or other tool. The live stake is then inserted into the pilot hole and tappedinto place with a dead blow hammer or other similar tool. Approximately 20% of the live stake should be exposed above the surface with two (2) lateral buds above grade.
- Live stakes should be spaced with a triangular placement pattern approximately 18" O.C.
- Live stakes should be installed during the dormant season (October 15th - March 15).



TREE PLANTING DETAIL

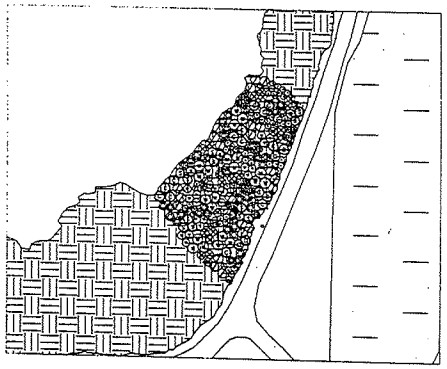
NOT TO SCALE



SHRUB PLANTING DETAIL

NOT TO SCALE

PLANTING AREA B



NOTE: Base Map Provided By Weisman Design Group, Inc.

REVISIONS

1 Revised Per City Comments 12-21-09

COSTCO KELSEY CREEK
EAST ENHANCEMENT PLAN

Sewall Wetland Consulting, Inc.

27641 Covington Way SE #2, Covington, WA 98042 253-859-0515 Fax 253-852-4732

Job No.	A9-156
Designed by:	ES
Drawn by:	AW
Checked by:	
Date:	Oct. 20, 2009
SHEET	W-2
OF	W-3

1.0 ENHANCEMENT CONCEPT AND GOALS

The Kelsey Creek East buffer enhancement project includes the enhancement of a total of 52,353sf of degraded wetland and buffer bordering Kelsey Creek. A total of 42,538sf of this area is dominated by reed canary grass. This area, referred to as a Type 1 Enhancement, will have the reed canary grass mowed down, treated with an approved herbicide, and then re-planted with a mix of native tree, shrub and groundcover species. In addition, habitat features including 45 logs and 5 snags will be installed in the enhancement area.

The Type 2 enhancement will occur in 9,815sf of existing willow dominated wetland area that has substantial blackberry growth in the understory. In this are he blackberry will be hand cut, and treated to control its growth, and allow the overstory to grow unencumbered by the blackberry.

The enhanced buffer area will be monitored 5 times over a 5 year period.

1.2.0 ENHANCEMENT GOALS

1.2.1 Enhance 42,538sf of riparian buffer and wetland along Kelsey Creek through reed canary grass removal and restoration with a native tree and shrub species, focusing on species with high habitat value for food, forage, nesting and shelter. The area will be considered to be successful with 80% survival of installed species and at least 65% aerial coverage at the end of the 5 year monitoring period.

1.2.2 Enhance 9,815sf of degraded willow dominated riparian buffer through blackberry control and removal. The area will have been considered successful if not more than 10% growth of blackberry is present in the mitigation area at the end of 5 years.

2.0 CONSTRUCTION SEQUENCE

The construction sequence of this project will be implemented as follows:

2.1 Pre-construction meeting
2.2 Reed Canary Grass and Blackberry Removal
2.3 LWD Plant material installation
2.4 Construction inspection and silt fence removal
2.5 Agency approval
2.6 Monitoring inspection and reporting
2.7 Project completion

2.1 Pre-construction Meeting
A pre-construction meeting will be held on-site prior to commencement of construction, to include the Owner's biologist, the contractor, the Owner and the City Biologist. The approved plans and specifications will be reviewed to ensure that all parties involved understand the intent of the construction documents, specifications, site environmental constraints, sequences, and inspection requirements.

2.2 Reed Canary Grass and Blackberry Removal

All reed canary grass will be mowed down to ground level and treated with Roundup/Rodeo herbicide to minimize regeneration. Plant material will be removed from enhancement area. All blackberry will be hand cut and also treated with an herbicide to prevent re-growth. Blackberry debris will also be removed from the enhancement area.

2.3 LWD and Plant Material Installation
All large woody debris (logs and snags) will be installed in the mitigation area prior to plant installation. If soils in the mitigation area are too soft for access with a machine, mats, or temporary fabic supported driving surfaces will be placed to access the area with a small tractor or similar machine to place LWD. All temporary access paths will be restored following placement of LWD.

All plant material will be planted by hand per detail and Construction and Planting Notes. The Enhancement Plan specifies the required size, species, quantity, and location of plant materials to be installed. The contractor will re-seed or over-seed all hydroseeded areas disturbed during the planting process. Plant substitutions or modifications to locations shall be approved in writing, by the Owner's biologist prior to installation.

2.4 Construction Inspection
Upon completion of installation, the Owner's biologist will conduct an inspection to confirm proper implementation of the Enhancement Plan. Any corrections, substitutions or missing items will be identified in a "punch list". Items of particular importance will be soils in pits, pit size, plant species, plant size, and mulch around pits.

Upon completion of planting, if installation or materials vary significantly from the Enhancement Plan, the contractor will submit a reproducible "as-built" drawing to the Owner.

2.5 Agency Approval
Following acceptance of the installation by the Owner's biologist, a letter will be prepared to the City Biologist requesting approval of the installation.

2.6 Monitoring Inspection and Reporting
The monitoring program will begin in the first growing season (approximately one year) following installation approval by the City Biologist. The subsequent monitoring inspections will be conducted in accordance with the approved Monitoring Program.

2.7 Project Completion
If, after the final year of monitoring, the project has satisfied the objectives and goals of the approved Enhancement Plan, the Owner's biologist will prepare a letter to the City requesting final approval & closure of the enhancement plan.

3.1 SITE PREPARATION

3.1.1 The existing enhancement area has suitable soils for plantings, and the only preparation will be the removal of the invasive blackberry and reed canary grass as detailed in 2.2 above.

3.2 PLANT AND HABITAT MATERIALS

3.2.1 All plant materials will be as specified in the plant schedule. Only vigorous plants free of defects, diseases and infestation are acceptable for installation.

3.2.2 All plant materials will conform to the standards and size requirements of ANSI Z60.1 "American Standard for Nursery Stock". All plant materials will be native to the Puget Sound Region. Plant materials will be propagated from native stock; no cultivars or horticultural varieties will be allowed. All plant materials will be grown from nursery stock unless otherwise approved.

3.2.3 All nursery grown plant materials will be in containers or balled and burlapped. Bare root plantings will be subject to approval.

3.2.4 All plant materials stored on-site longer than two (2) weeks will be organized in rows and maintained by the contractor at no additional cost to the owner. Plant materials temporarily stored will be subject to inspection and approval prior to installation.

3.2.5 Substitution requests must be submitted in writing to the Owner and approved by the Owner's biologist in writing prior to delivery to site.

3.2.6 All plant materials will be dug, packed, transported and handled with care to ensure protection from injury. All plant materials to be stored on site more than 24 hours will be heeled into topsoil or sawdust. Precautionary measures shall be taken to ensure plant materials do not dry out before planting. Plants will be shaded and saturated until time of installation. Immediately after installation the enhancement planting area will be saturated to avoid capillary stress.

3.2.7 The contractor will verify all plant materials, the quantities shown on the planting plan, and the plant schedule. The quantity of plant materials shown on the plan takes precedent over the quantity on the plant list.

3.3 PLANT MATERIAL INSTALLATION

3.3.1 All plant and habitat materials must be inspected prior to installation to verify conformance of the materials with the plant schedule including size, quality and quantity. Any plant or habitat materials deemed unsatisfactory will be rejected.

3.3.2 All plant materials delivered and accepted should be planted immediately, following installation of the habitat features depicted on the plan. Plant materials not planted within 24 hours will be heeled-in per note

3.3.3 All planting pits will be circular with vertical sides, and will be sized per detail on the enhancement plan and filled with pit soils approved by the Owner's biologist. If native soils are determined to be unacceptable by the Owner's biologist, pit soils will be amended with Cedar Grove mulch or equivalent.

3.3.4 In buffer areas only, install "Agriform", or equal plant fertilizer to all planting pits as specified by manufacturer. Fertilizers are allowed only below grade in the planting pits in the buffer areas. No sewage sludge fertilizer ("SteerCo" or "Growco") is allowed in the enhancement area.

3.3.5 All containerized plant materials will be removed from their containers carefully to prevent damage to the plant and its roots. Plants removed from their containers will be planted immediately.

3.3.6 All plant materials will be placed as shown on the approved enhancement plan. If the final installation varies from the approved enhancement plan, the contractor will provide a reproducible mylar as-built of the installed conditions. All plant material will be flagged by the contractor.

3.4 PLANTING SCHEDULE AND WARRANTY

3.4.1 A fall-winter installation schedule (October 1st - March 15th) is preferred for lower mortality rates of new plantings. If plant installation occurs during the spring or summer (March 15th - Oct. 1st) the plantings will be irrigated by hand or temporary irrigation system for 15 minutes every day until fall rains can provide adequate moisture to support plant materials.

3.4.2 The installer will warrant all plant materials to remain healthy and alive for a period of one year after final acceptance. The installer will replace all dead or unhealthy plant materials per the approved plans and specifications.

3.5 SITE CONDITIONS

3.5.1 The installer will coordinate with the Owner and the Owner's biologist for construction scheduling.

3.5.2 All plant material will be planted with suitable soils per planting details. Soils from planting holes will be spread and smoothed across the enhancement area.

4.0 MAINTENANCE PROGRAM

INTRODUCTION

This maintenance program outlines the program, procedures and goals for enhancement of buffer impacts at the enhancement site.

This maintenance program will be the responsibility of the project owner through the duration of its ownership of the enhancement area, or throughout the duration of the monitoring period, whichever is longer. The maintenance contractor will complete the work as outlined below.

4.1 MAINTENANCE WORK SCOPE

4.1.1 The primary goals of the plan are to restore buffer areas. To accomplish this goal, normal landscaping methods must be modified to include:

a. Mowing or trimming of ground cover or vegetation in the enhancement area is limited to the control of weedy species to include reed canary grass, thistle, and blackberry..

b. No placement of fertilizers in the enhancement area.

c. No placement of bark mulch or equivalent in the enhancement area, except as noted in the planting details.

d. No placement of grass clippings, landscape debris, fill or ornamental plant materials in the enhancement area.

4.1.2 Work to be included in each site visit:

a. Remove all litter including paper, plastic, bottles, construction debris, yard debris, etc.

b. Remove all blackberry varieties and reed canary grass within the enhancement area. All debris is to be removed from site and disposed in an approved landfill.

c. Repair signage as needed.

4.1.3 Work to be completed on an annual basis includes:

a. Areas containing Himalayan blackberry and reed canary grass should be controlled by hand cutting and treating the remaining cut stems only with a glyphosphate herbicide such as Roundup or Rodeo.

b. Replace dead or failed plant materials. Replacement plantings are to be of same species, size and location as original plantings. Plantings are to be installed during the dormant period.

4.2 MAINTENANCE SCHEDULE

The Owner will conduct all items listed in the Maintenance Work Scope from May-October, once per month. Additional work may be required per the Monitoring Report and as approved by the City Biologist. Additional work may include removal of the grasses around each shrub and tree, installation of wood chips at each shrub and tree base, reseeding the enhancement area, re-staking existing trees and erosion control protection.

4.3 WATERING REQUIREMENTS

4.3.1 If plantings are installed within the dormant period throughout the winter months (October through March 15th), watering, although recommended, is not required.

4.3.2 If plantings are installed during the summer months (March through October 1st) a temporary irrigation system will be required. The temporary irrigation system may be removed after the first year providing the plantings are established and acclimated to on-site conditions per Construction and Plantings Notes Sec. 4.0.

4.3.3 Irrigation will continue from initiation through October 1st , or between June 1st and Oct. 1st for any subsequent year. Irrigation, if required, will provide head to head coverage for 15 minutes per day every day.

4.4 CLOSEOUT OF FIVE YEAR MONITORING PROGRAM

Upon completion of the monitoring program and acceptance of the enhancement by the City Biologist, the maintenance of the project will be reduced to include removal of litter and debris, removal of noxious weeds and undesirable vegetation, and repair of vandalized areas.

5.0 MONITORING PROGRAM

5.1 SAMPLING METHODOLOGY

The enhanced buffer area will be monitored five times over a five year period. Monitoring will occur one year following installation sign off. Monitoring will be conducted in the spring (May). Monitoring will be conducted using the techniques and procedures described below to quantify the survival, relative health and growth of plant material. A monitoring report submitted following each monitoring visit will describe and quantify the status of the enhancement at that time.

5.1.1 Vegetation

The vegetation monitoring consists of inspection of the planted material to determine the health and vigor of the installation. All the planted material in the buffer will be inspected during each monitoring visit to determine the level of survival of the installation.

Coverage will be measured in 10 randomly placed, permanently marked, 1/100ac circular plots. Visual estimates of aerial coverage will be made in these plots.

5.2 STANDARDS OF SUCCESS

1. Evaluation of the success of the enhancement project will be based upon an 100% survival of all planted woody vegetation at the end of year 1, and 80% survival at the end of year 5.
2. Volunteer native, non-invasive species will be included as acceptable components of the enhancement.
3. A total aerial coverage of 65% at the end of year 5
4. Not more than 10% non-native invasive species within the enhancement area.

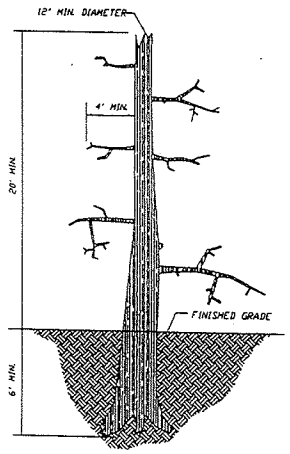
5.3 CONTINGENCY PLAN

A contingency plan can be implemented if necessary. Contingency plans can include additional plant installation, and plant substitutions including type, size, and location.

If the monitoring results indicate that any of the performance standards are not being met, it may be necessary to implement all or part of the contingency plan. Careful attention to maintenance is essential in ensuring that problems do not arise. Should any of the site fail to meet the success criteria, a contingency plan will be developed and implemented with the City approval. Such plans are prepared on a case-by-case basis to reflect the failed enhancement characteristics.

Contingency/maintenance activities will include, but are not limited to:

- Replacing all plants lost to vandalism, drought, or disease, as necessary.
- Replacing any plant species with a 20 percent or greater mortality rate with the same species or similar species approved by the City Biologist.
- Irrigating the enhancement area only as necessary during dry weather if plants appear to be too dry, with a minimal quantity of water.
- Removing all trash or undesirable debris from buffer areas as necessary per 4.0 Maintenance Program.



SNAG TREE

REVISIONS
1. Revised Per City Comments 10-21-09
2.
3.
4.
5.

COSTCO KELSEY CREEK EAST ENHANCEMENT PLAN MITIGATION NOTES

Sewall Wetland Consulting, Inc.
27841 Covington Way SE #2, Covington, WA 98042 253-858-0515 Fax 253-852-4732

Job No.	49-156
Designed by:	ES
Drawn by:	AW
Checked by:	
Date:	Oct. 20, 2009
SHEET	W-3
OF	W-3

Attachment 2

KELSEY CREEK CENTER CONCOMITANT ZONING AGREEMENT

This Kelsey Creek Center Concomitant Zoning Agreement (Agreement or 201~~0~~3 CZA) is entered into this ____ day of _____ 201~~0~~3, between the City of Bellevue, a Washington municipal corporation (City), and ~~Franklin West~~Kelsey Creek Center, LLC (Property Owner) relating to real property located at 15015 Main Street and more specifically described in Exhibit A attached hereto and by this reference fully incorporated herein (Property).

I. DRAFT RECITALS

A. WHEREAS, the Property was originally developed as part of the 1969 Lake Hills annexation under Ordinance No. 1326; and,

B. WHEREAS, the Property was rezoned from Neighborhood Business (NB) to Community Business (CB) in 1987 (1987 Rezone) by Ordinance No. 3835; and,

C. WHEREAS, as a condition of the 1987 Rezone adopted pursuant to Ordinance No. 3835, the City and Property Owner executed a Concomitant Zoning Agreement dated October 12, 1987 (1987 CZA), recorded under King County Recording Number 198711120962; and,

D. WHEREAS, the 1987 CZA was amended in 2000 by Ordinance No. 5237; and,

E. WHEREAS, the 1987 CZA was amended in 2004 by Ordinance No. 5534; and,

F. WHEREAS, in 2010, the 1987 CZA was repealed and replaced by Ordinance No. 5946; to facilitate redevelopment of portions of the site and associated parking on the Property, which included use and development limitations, pedestrian connections, and mitigation for replacing the existing box culvert and retaining Kelsey Creek in its closed stream channel; and,

G. WHEREAS, the Property Owner desires to replace the 2010 CZA with this new Kelsey Creek Center Concomitant Zoning Agreement (2013 CZA) to permit certain uses of less than 10,000 square feet for personal services, finance,

KELSEY CREEK CENTER CONCOMITANT ZONING AGREEMENT

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G. WHEREAS, the Property Owner desires to replace the 2010 CZA with this new Kelsey Creek Center Concomitant Zoning Agreement (2013 CZA) to permit certain uses of less than 10,000 square feet for personal services, finance,

insurance and real estate and certain recreation activities at the existing Kelsey Creek Center.

H. WHEREAS, conditions related to the Mitigation Plan have been satisfied; and,

I. WHEREAS, on February 22, 2013, Applicant applied for a rezone of the Property under Project File No. 13-107421-LQ to repeal the 2010 CZA and replace it with the 2013 CZA; and,

J. WHEREAS, it is the intent of the parties that the 2013 CZA repeal and replace the 2010 CZA in its entirety; and,

K. WHEREAS, the City of Bellevue, Washington, a non-charter optional code city, under the laws of the State of Washington, has authority to enact laws and enter into agreements to promote the health, safety and welfare of its citizens, and thereby control the use and development of property within its jurisdiction; and,

L. WHEREAS, under Bellevue Land Use Code (LUC) 20.30A.155, the City may require rezone applicants enter into a concomitant zoning agreement with the City as a condition of the rezone, and may through that agreement impose development conditions designed to mitigate potential impacts of the rezone and development pursuant thereto; and,

M. WHEREAS, after holding a public meeting on May 7, 2013 pursuant to LUC 20.35.327, the Director of the Development Services Department issued a recommendation on June 27, 2013 to repeal the 2010 CZA and replace it with the 2013 CZA pursuant to LUC 20.35.330; and,

N. WHEREAS, after holding a public hearing on July 11, 2013 pursuant to LUC 20.35.337, the City of Bellevue Hearing Examiner recommended that the 2010 CZA be repealed and replaced with the 2013 CZA; and,

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O. WHEREAS, pursuant to Chapter 43.21C RCW of the State Environmental Policy Act, the City seeks to mitigate all potentially significant adverse environmental impacts which may result from repeal of the 2010 CZA and replacement with this 2013 CZA through final action on the proposed Rezone (Project File No. 13-107421-LQ); now, therefore,

II. AGREEMENT

The Property legally described in Exhibit A attached hereto and by this reference incorporated herein, is rezoned in accordance with Ordinance No. [INSERT Ordinance], and in full consideration of that event, the Property Owner does hereby agree to the following:

1. Subject to Section 5 below, the terms of the ~~1987~~2010 CZA adopted pursuant to Ordinance No. ~~3835~~5946 ~~and subsequently amended by Ordinance Nos. 5237 and 5534 (the "Prior CZAs") are~~is hereby repealed, and replaced with the terms contained in this 201~~0~~3 CZA adopted by Ordinance No. [INSERT Ordinance].

2. Allowed Uses. Except as modified in Section 3 below, allowed uses on the Property shall be governed by the regulations applicable to the CB land use district, as provided for in LUC 20.10.440 as of the effective date of this 201~~0~~3 CZA.

3. Modifications to Uses in LUC 20.10.440. The following modifications of the otherwise applicable provisions of LUC 20.10.440 shall apply to the Property:

a. Residential Uses. The following residential uses are modified as follows:

- 12 – Group quarters are prohibited.
- 13/15 – Hotels and Motels are allowed only through a conditional use permit.

b. Manufacturing Uses. Manufacturing uses are prohibited, except Handcrafted Products Manufacturing of 10,000 gross square feet or less is allowed.

c. Transportation and Utilities Uses. Transportation and utilities uses are prohibited, except as follows:

- Highway and street right of way are allowed.
- Satellite Dishes are allowed.
- Accessory Parking is allowed only to serve other allowed uses on the Property.
- Wireless Communication Facilities are allowed only through a conditional use permit

d. Wholesale and Retail uses. The following wholesale and retail uses are modified as described below:

- Recycling centers are prohibited.
- 521/522/523/524 – Lumber and other bulky building materials are prohibited.
- General Merchandise: Individual Dry Goods, Variety, and Department Store (Retail) uses that do not exceed a maximum size of 65,000 gross square feet are permitted.
- General Merchandise: Individual Dry Goods, Variety, and Department Store (Retail) uses that exceed 65,000 gross square feet up to a maximum size of 100,000 gross square feet are allowed only through an administrative conditional use permit (ACUP) provided that the following decision criteria have been met in addition to those applicable to the ACUP as now or hereafter amended:
    - The ACUP shall provide general merchandise retail uses for the surrounding residential community, and shall not interfere with the site's primary neighborhood-serving function; and
    - In determining consistency with the Comprehensive Plan as required by the ACUP decision criteria, such consistency determination shall include consideration of policies that pertain specifically to neighborhood businesses and neighborhood serving uses.
- General Merchandise: Individual Dry Goods, Variety, and Department Store (Retail) uses that exceed 100,000 gross square feet are prohibited.
- 5511 – Autos (retail) are prohibited.
- Trucks, Motorcycles, Recreational Vehicles (retail) are prohibited.
- Boats (retail) are prohibited.
- 552 - Automotive and Marine Accessories (Retail) are limited to 10,000 gross square feet.
- 57 - Furniture, Home Furnishing (Retail) are limited to 25,000 gross square feet.
- Adult Retail Establishments are prohibited.

e. Services Uses. Service uses are prohibited, provided that the following uses are modified as described below:

- 61 – Finance, Insurance, Real Estate Services are limited to 10,000 gross square feet per establishment.
- 63 - Business Services are limited to 10,000 gross square feet on the ground floor of any building located on the Property. Business Services are allowed without size limitation in the second story area of any building located on the Property.
- Professional Services: Medical Clinics and Other Health Care Related Services are limited to 10,000 gross square feet.
- Professional Services: Other are limited to 10,000 gross square feet.
- 695 – Religious Activities are allowed only through a conditional use permit.
- Administrative Office: General is limited to second story area of any building located on the Property.

f. Recreation uses. The following recreation uses are modified as described below:

- 712 – Nature exhibitions are prohibited.
- 7212/7214/7222/7231/7232 – Public Assembly (indoor) are prohibited.
- 7212/7214/7218 – Motion picture, theaters, night clubs, dance halls, and teen clubs are prohibited.
- 7213 – Drive-in theaters are prohibited.
- Adult Theaters are prohibited.
- 7223/73 – Public assembly (outdoor) are prohibited.
- 73 – Commercial Amusements: Video Arcades, Electronic Games are prohibited.
- 7491/7515 – Camping sites and hunting clubs are prohibited.
- 7411/7413/7414/7415/7417/7422/7423/7424/7425/7441/7449 – Recreation Activities listed are ~~allowed only through a conditional use permit.~~ limited to a maximum of 10,000 gross square feet per establishment.

g. Resources Uses. All resource uses except 8221 - Veterinary Clinic and Hospital are prohibited.

4. Development Standards. The applicable development standards for the CB land use district shall apply as now or hereafter amended, including but not limited to, General Development Requirements (LUC 20.20), Transition Area Design District (Chapter 20.25B LUC) requirements, and Community Retail

Design District (Chapter 20.25I LUC) requirements. Furthermore, the entire Property, regardless of the current or future configurations of the interior lot lines, shall be treated as one lot for the purposes of compliance with Land Use Code regulations, including but not limited to setbacks, density, parking and access.

~~5. Fee in Lieu of Box Culvert Removal and Reconstruction of an Open Stream Channel. The Property Owner shall provide a fee in lieu of the box culvert removal and reconstruction of the open stream channel that was required under the terms of the Prior CZAs in the amount of $585,252.76 (the "Mitigation Fee"). The Mitigation Fee is intended to fund the off-site mitigation described in Exhibit B, attached hereto and incorporated herein by this reference. Any Mitigation Funds remaining following completion of the mitigation project described in Exhibit B shall be used to fund monitoring of the mitigation work for a period of up to five years. The Mitigation Fee shall be paid within 60 days of the effective date of this Agreement. If the Mitigation Fee is not timely paid, the rezone will be null and void, and the 2010 CZA will automatically terminate without need for further Council action. In such event, the zoning for the Property shall be as set forth in ordinances and the Prior CZAs shall apply as though in full force and effect.~~

Comment [CoB1]: Satisfied as a component of mall redevelopment

~~6. Pedestrian Connections. Upon redevelopment of the Property, the Property Owner shall construct pedestrian trails and sidewalks that further connect 148th Avenue SE, Main Street and the project site to Lake Hills Greenbelt Park and the surrounding neighborhood as conceptually shown in Figure 2 of the Rezone Recommendation contained in Project File No. 09-113801-LQ. Redevelopment for the purposes of applying this paragraph shall include re-tenanting any portion of the existing vacant K-Mart building, demolition or reconstruction of any portion of the existing vacant K-Mart building, addition of any new building, or addition of any new square footage to an existing building (regardless of size). The final alignment of the pedestrian connections to be constructed under the terms of this paragraph shall be approved by the Land Use Division of the Development Services Department, or its successor organization, as a component of the underlying permits or approvals required for the redevelopment that triggers the application of this paragraph.~~

Comment [CoB2]: Satisfied as a component of mall redevelopment

~~7. Reconstruction and Maintenance of the Box Culvert. The property owner shall be responsible for continued maintenance of the streambed elevation and slope to ensure proper drainage. The applicant shall allow periodic inspection of the culvert and streambed elevation by the City of Bellevue Storm and Surface Water Utility. The applicant shall perform all work necessary to maintain the streambed elevation and slope as required by the City of Bellevue Storm and Surface Water Utility.~~

Comment [CoB3]: Satisfied as a component of mall redevelopment

8. Conflict of Law and Severability. Should any term or clause of this Agreement conflict with applicable law, such conflicts shall not affect other terms of this Agreement which can be given effect without the conflicting term or clause.

9. Amendment. Any amendment or modification to this Agreement shall be valid only if mutually agreed upon by the City of Bellevue and the Property Owner (including heirs, assignees and successors to the Owner) in writing and recorded with the King County Department of Records and Elections.

10. Specific Performance. The City may at its discretion bring a lawsuit to compel specific performance of the terms and conditions of this Agreement.

11. Reservation of Rights. Nothing in this Agreement shall be construed to restrict the authority of the City to exercise its power to rezone the Property in future years. Notwithstanding any other term of this Agreement, the City reserves the right to establish and impose new or different additional regulations to the extent required to address a serious threat to public health and safety. Nothing in this Agreement shall be deemed an approval of any particular project level development.

12. Duration. This Concomitant Zoning Agreement shall remain in effect unless or until the property is rezoned.

13. Indemnification. Property Owner shall indemnify and save harmless the City of Bellevue from and against all claims, suits, damages, costs, losses and expenses in any manner resulting from, arising out of, or connected with the Owner's negligent performance of or failure to perform fully any term or condition of this Agreement.

14. Successors and Assigns. This Agreement shall be binding on the parties and their respective heirs, executors, administrators, successors, and assigns.

15. Entire Agreement. This Agreement represents the complete agreement between the parties with respect to the subject matter hereof. Any prior written or oral representations or agreements to the contrary are of no effect.

16. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. Venue for any action arising out of this Agreement shall be in King County Superior Court.

17. Recording. The Applicant shall record this Agreement with the King County Department of Records and Elections.

CITY OF BELLEVUE, WASHINGTON

BY: _____
City Manager, City of Bellevue

Approved as to Form:

BY: _____
Lacey L. Madche, Assistant City Attorney

PROPERTY OWNER
FRANKLIN WEST, LLC

BY: _____
Nat Franklin, ~~Franklin West LLC~~Kelsey Creek Center, LLC

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that _____is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument, and acknowledged it, as the _____of the City of Bellevue, to be the free and voluntary act of said party for the uses and purposes mentioned in the instrument.

Dated this _____ day of _____, 201~~0~~3.

Print name: _____

NOTARY PUBLIC in and for the State of Washington Residing at _____.
My Commission expires: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that Nat Franklin is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument, and acknowledged it, as the _____of ~~FRANKLIN WEST, LLC~~Kelsey Creek Center, LLC to be the free and voluntary act of said company for the uses and purposes mentioned in the instrument.

Dated this _____ day of _____, 201~~0~~3.

Print name: _____
NOTARY PUBLIC in and for the State of Washington Residing at _____.
My Commission expires: _____

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

[attached]

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~~EXHIBIT B~~

~~KELSEY CREEK MITIGATION PLAN~~

~~[attached]~~

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Kelsey Creek Shopping Center
Legal Description

Lot 1 City of Bellevue Short Plat No. FP-96-8990 Rec. No. 9803099020 – BEING PORTION OF NW QTR OF SW QTR STR 35-25-05; and

Lot 2 City of Bellevue Short Plat No. FP-96-8990 Rec. No. 9803099020 – BEING PORTION OF NW QTR OF SW QTR STR 35-25-05; and

Lot 3 City of Bellevue Short Plat No. FP-96-8990 Rec. No. 9803099020 – BEING PORTION OF NW QTR OF SW QTR STR 35-25-05; and

Lot 4 City of Bellevue Short Plat No. FP-96-8990 Rec. No. 9803099020 – BEING PORTION OF NW QTR OF SW QTR STR 35-25-05.

Received
FEB 22 2013
Permit Processing

E Stead, 6/21/2013

City of Bellevue Submittal Requirements	27a

ENVIRONMENTAL CHECKLIST

4/18/02

If you need assistance in completing the checklist or have any questions regarding the environmental review process, please visit or call the Permit Center (425-452-6864) between 8 a.m. and 4 p.m., Monday through Friday (Wednesday, 10 to 4). Our TTY number is 425-452-4636.

BACKGROUND INFORMATION

Property Owner: Kelsey Creek Center LLC

Proponent: PMF Investments (Nat Franklin)

Contact Person: Ian Morrison
(If different from the owner. All questions and correspondence will be directed to the individual listed.)

Address: 701 Fifth Avenue, Suite 6600 Seattle, WA 98107

Phone: 206.812.3380

Proposal Title: Kelsey Creek Shopping Center Services and Activities Rezone

Proposal Location: 15015 Main Street, Bellevue, WA 98007
(Street address and nearest cross street or intersection) Provide a legal description if available.

Please attach an 8 ½" x 11" vicinity map that accurately locates the proposal site.

Give an accurate, brief description of the proposal's scope and nature:

1. General description: Amend King Co.Concomitant Agreement # 20100518000442 to permit certain uses less than 10,000 sf. (personal services, FIRE and select recreation activities) at existing shopping center.
2. Acreage of site: 14.2 acres (entire site); 2,365 sf. (existing personal service business); 50,700 sf. (existing health club).
3. Number of dwelling units/buildings to be demolished: None
4. Number of dwelling units/buildings to be constructed: None
5. Square footage of buildings to be demolished: None
6. Square footage of buildings to be constructed: None
7. Quantity of earth movement (in cubic yards): None
8. Proposed land use: Uses less than 10,000 sf. in size in existing Kelsey Creek Shopping Center, including personal services and finance, insurance and real estate ("FIRE") and recreation activities.
9. Design features, including building height, number of stories and proposed exterior materials:
   Same as existing shopping center. Recreation activities uses to include athletic clubs, health clubs and recreation instruction.
10. Other

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FEB 22 2013
Permit Processing

Estimated date of completion of the proposal or timing of phasing:

Complete. Existing Shopping Center

Do you have any plans for future additions, expansion, or further activity related to or connected with this proposal? If yes, explain.

No.

List any environmental information you know about that has been prepared, or will be prepared, directly related to this proposal.

N/A

Do you know whether applications are pending for governmental approvals of other proposals directly affecting the property covered by your proposal? If yes, explain. List dates applied for and file numbers, if known.

None.

List any government approvals or permits that will be needed for your proposal, if known. If permits have been applied for, list application date and file numbers, if known.

Any tenant improvement permits for future uses.

Please provide one or more of the following exhibits, if applicable to your proposal.
(Please check appropriate box(es) for exhibits submitted with your proposal):

☒ Land Use Reclassification (rezone) Map of existing and proposed zoning

☐ Preliminary Plat or Planned Unit Development
Preliminary plat map

☐ Clearing & Grading Permit
Plan of existing and proposed grading
Development plans

☐ Building Permit (or Design Review)
Site plan
Clearing & grading plan

☐ Shoreline Management Permit
Site plan

A. ENVIRONMENTAL ELEMENTS

1. Earth

a. General description of the site: ☒ Flat ☐ Rolling ☐ Hilly ☐ Steep slopes ☐ Mountains ☐ Other

b. What is the steepest slope on the site (approximate percent slope)?
Approximately 2.5%

c. What general types of soil are found on the site (for example, clay, sand, gravel, peat, and muck)? If you know the classification of agricultural soils, specify them and note any prime farmland.

Sandy silts and silty clays underlain by till. Peat is present near the Kelsey Creek culvert.

d. Are there surface indications or history of unstable soils in the immediate vicinity? If so, describe.

No.

e. Describe the purpose, type, and approximate quantities of any filling or grading proposed. Indicate source of fill.

N/A

f. Could erosion occur as a result of clearing, construction, or use? If so, generally describe.

No.

g. About what percent of the site will be covered with impervious surfaces after project construction (for example, asphalt or buildings)?

Same as existing.

h. Proposed measures to reduce or control erosion, or other impacts to the earth, if any:

N/A

2. AIR

a. What types of emissions to the air would result from the proposal (i.e. dust, automobile odors, and industrial wood smoke) during construction and when the project is completed? If any, generally describe and give approximate quantities if known.

Emissions from shopping center customer's automobiles.

b. Are there any off-site sources of emissions or odor that may affect your proposal? If so, generally describe.

No.

c. Proposed measures to reduce or control emissions or other impacts to the air, if any:

None.

3. WATER

a. Surface

(1) Is there any surface water body on or in the immediate vicinity of the site (including year-round and seasonal streams, saltwater, lakes, ponds, wetlands)? If yes, describe type and provide names. If

appropriate, state what stream or river it flows into.

Kelsey Creek is contained in a new bottomless aluminum culvert beneath the existing paved parking lot. The culvert tren north/south through the approximate center of the property. Kelsey Creek originates south of the property at Larsen Lake and ultimately discharges into the Mercer Slough.

(2) Will the project require any work over, in, or adjacent to (within 200 feet) the described waters? If Yes, please describe and attach available plans.

No.

(3) Estimate the amount of fill and dredge material that would be placed in or removed from surface water or wetlands and indicate the area of the site that would be affected. Indicate the source of fill material.

N/A

(4) Will the proposal require surface water withdrawals or diversions? Give general description, purpose, and approximate quantities if known.

No.

(5) Does the proposal lie within a 100-year floodplain? If so, note location on the site plan.

A portion of the site is located within the 100-year floodplain.

(6) Does the proposal involve any discharges of waste materials to surface waters? If so, describe the type of waste and anticipated volume of discharge.

No.

b. Ground

(1) Will ground water be withdrawn, or will water be discharged to ground water? Give general description.

No.

(2) Describe waste material that will be discharged into the ground from septic tanks or other sources, if any (for example: Domestic sewage; industrial, containing the following chemicals...; agricultural; etc.) Describe the general size of the system, the number of such systems, the number of houses to be served (if applicable), or the number of animals or humans the system(s) are expected to serve.

N/A

c. Water Runoff (Including storm water)

(1) Describe the source of runoff (including storm water) and method of collection and disposal, if any (include quantities, if known). Where will this water flow? Will this water flow into other waters? If so, describe.

Same as existing condition. Currently, stormwater runoff from existing shopping center is filtered by rain gardens or storm water filters before it is discharged into municipal system.

(2) Could waste materials enter ground or surface waters? If so, generally describe.

No.

d. Proposed measures to reduce or control surface, ground, and runoff water impacts, if any:

N/A.

4. Plants

a. Check or circle types of vegetation found on the site:

- [x] deciduous tree: alder, maple, aspen, other
- [x] evergreen tree: fir, cedar, pine, other
- [x] shrubs
- [ ] grass
- [ ] pasture
- [ ] crop or grain
- [ ] wet soil plants: cattail, buttercup, bulrush, skunk cabbage, other
- [ ] water plants: water lily, eelgrass, milfoil, other
- [x] other types of vegetation

b. What kind and amount of vegetation will be removed or altered?

None.

c. List threatened or endangered species known to be on or near the site.

None.

d. Proposed landscaping, use of native plants, or other measures to preserve or enhance vegetation on the site, if any:

None.

5. ANIMALS

a. Check or circle any birds and animals which have been observed on or near the site or are known to be on or near the site:

- ☐ Birds: hawk, heron, eagle, songbirds, other:
- ☐ Mammals: deer, bear, elk, beaver, other:
- ☐ Fish: bass, salmon, trout, herring, shellfish, other:

None on site. Various urban tolerant species of bird, fish and small mammals may be present near the site.

b. List any threatened or endangered species known to be on or near the site.

None.

c. Is the site part of a migration route? If so, explain.

No.

d. Proposed measures to preserve or enhance wildlife, if any:

None.

6. Energy and Natural Resources

a. What kinds of energy (electric, natural gas, oil, wood stove, solar) will be used to meet the completed project's energy need? Describe whether it will be used for heating, manufacturing, etc.

Existing electrical and natural gas service.

b. Would your project affect the potential use of solar energy by adjacent properties? If so, generally describe.

No.

c. What kinds of energy conservation features are included in the plans of the proposal? List other proposed measures to reduce or control energy impacts, if any:

None.

7. Environmental Health

a. Are there any environmental health hazards, including exposure to toxic chemicals, risk of fire and explosion, spill, or hazardous waste, that could occur as a result of this proposal? If so, describe.

No.

(1) Describe special emergency services that might be required.

Potentially police, fire or EMT response typical to an existing retail use.

(2) Proposed measures to reduce or control environmental health hazards, if any.

N/A

b. Noise

(1) What types of noise exist in the area which may affect your project (for example, traffic, equipment, operation, other)?

None.

(2) What types and levels of noise would be created by or associated with the project on a short-term or long-term basis (for example, traffic, construction, operation, other)? Indicate what hours noise would come from the site.

None.

(3) Proposed measures to reduce or control noise impacts, if any:

None.

8. Land and Shoreline Use

a. What is the current use of the site and adjacent properties?

Kelsey Creek Shopping Center.

Mainly retail and restaurant - ES

b. Has the site been used for agriculture? If so, de

Not recently.

c. Describe any structures on the site.

Shopping center retail buildings.

d. Will any structures be demolished? If so, what?

No.

e. What is the current zoning classification of the site?

Community business ("CB") and King County Concomitant Agreement # 20100518000442.

f. What is the current comprehensive plan designation of the site?

Southeast Bellevue Subarea Plan; Community business ("CB").

g. If applicable, what is the current shoreline master program designation of the site?

N/A

h. Has any part of the site been classified as an "environmentally sensitive" area? If so, specify.

Kelsey Creek passes through a six arched aluminum culvert with natural creekbed under the existing parking lc

i. Approximately how many people would reside or work in the completed project?

Same as the existing shopping center, including less than ten (10) workers at an existing personal service use (massage center) and less than twelve (12) workers at an existing health club use (LA Fitness).

j. Approximately how many people would the completed project displace?

None.

k. Proposed measures to avoid or reduce displacement impacts, if any:

N/A

i. Proposed measures to ensure the proposal is compatible with existing and projected land uses and plans, if any:

None.

9. Housing

a. Approximately how many units would be provided, if any? Indicate whether high, middle, or low-income housing.

None.

b. Approximately how many units, if any, would be eliminated? Indicate whether high, middle, or low-income housing.

None.

c. Proposed measures to reduce or control housing impacts, if any:

None.

10. Aesthetics

a. What is the tallest height of any proposed structure(s), not including antennas; what is the principal exterior building material(s) proposed?

No construction is proposed. Personal services business would be located in existing buildings.

b. What views in the immediate vicinity would be altered or obstructed?

None.

c. Proposed measures to reduce or control aesthetic impacts, if any:

None.

11. Light and Glare

a. What type of light or glare will the proposal produce? What time of day would it mainly occur?

Existing retail lighting uses during business hours.

b. Could light or glare from the finished project be a safety hazard or interfere with views?

No.

c. What existing off-site sources of light or glare may affect your proposal?

None.

d. Proposed measures to reduce or control light or glare impacts, if any:

None.

12. Recreation

a. What designated and informal recreational opportunities are in the immediate vicinity?

Trails surrounding Lake Larsen to the south of Kelsey Creek Shopping Center.

b. Would the proposed project displace any existing recreational uses? If so, describe.

No.

c. Proposed measures to reduce or control impacts on recreation, including recreation opportunities to be provided by the project or applicant, if any:

None.

13. Historic and Cultural Preservation

a. Are there any places or objects listed on, or proposed for, national, state, or local preservation registers known to be on or next to the site? If so, generally describe.

No.

b. Generally describe any landmarks or evidence of historic, archeological, scientific, or cultural importance known to be on or next to the site.

None.

c. Proposed measures to reduce or control impacts, if any:

None.

14. Transportation

a. Identify public streets and highways serving the site, and describe proposed access to the existing street system. Show on site plans, if any.

Kelsey Creek Shopping Center is served via 148th Avenue SE and Main Street.

b. Is site currently served by public transit? If not, what is the approximate distance to the nearest transit stop?

Yes.

c. How many parking spaces would be completed project have? How many would the project eliminate?

Proposed rezone does not modify the existing shopping center parking lot.

d. Will the proposal require any new roads or streets, or improvements to existing roads or streets, not including driveways? If so, generally describe (indicate whether public or private).

No.

e. Will the project use (or occur in the immediate vicinity of) water, rail, or air transportation? If so, generally describe.

No.

f. How many vehicular trips per day would be generated by the completed project? If known, indicate when peak volumes would occur.

Equal or less than typical retail uses.

g. Proposed measures to reduce or control transportation impacts, if any:

None.

15. Public Services

a. Would the project result in an increased need for the public services (for example: fire protection, police protection, health care, schools, other)? If so, generally describe.

No.

b. Proposed measures to reduce or control direct impacts on public services, if any.

None.

16. Utilities

a. Circle utilities currently available at the site: electricity, natural gas, water, refuse service, telephone, sanitary sewer, septic system, other.

Electricity, natural gas, water, refuse, telephone and sanitary sewer.

b. Describe the utilities that are proposed for the project, the utility providing the service, and the general construction activities on the site or in the immediate vicinity which might be needed.

None.

Signature

The above answers are true and complete to the best of my knowledge. I understand that the lead agency is relying on them to make its decision.

Signature.....

Date Submitted.....2/21/2013.....

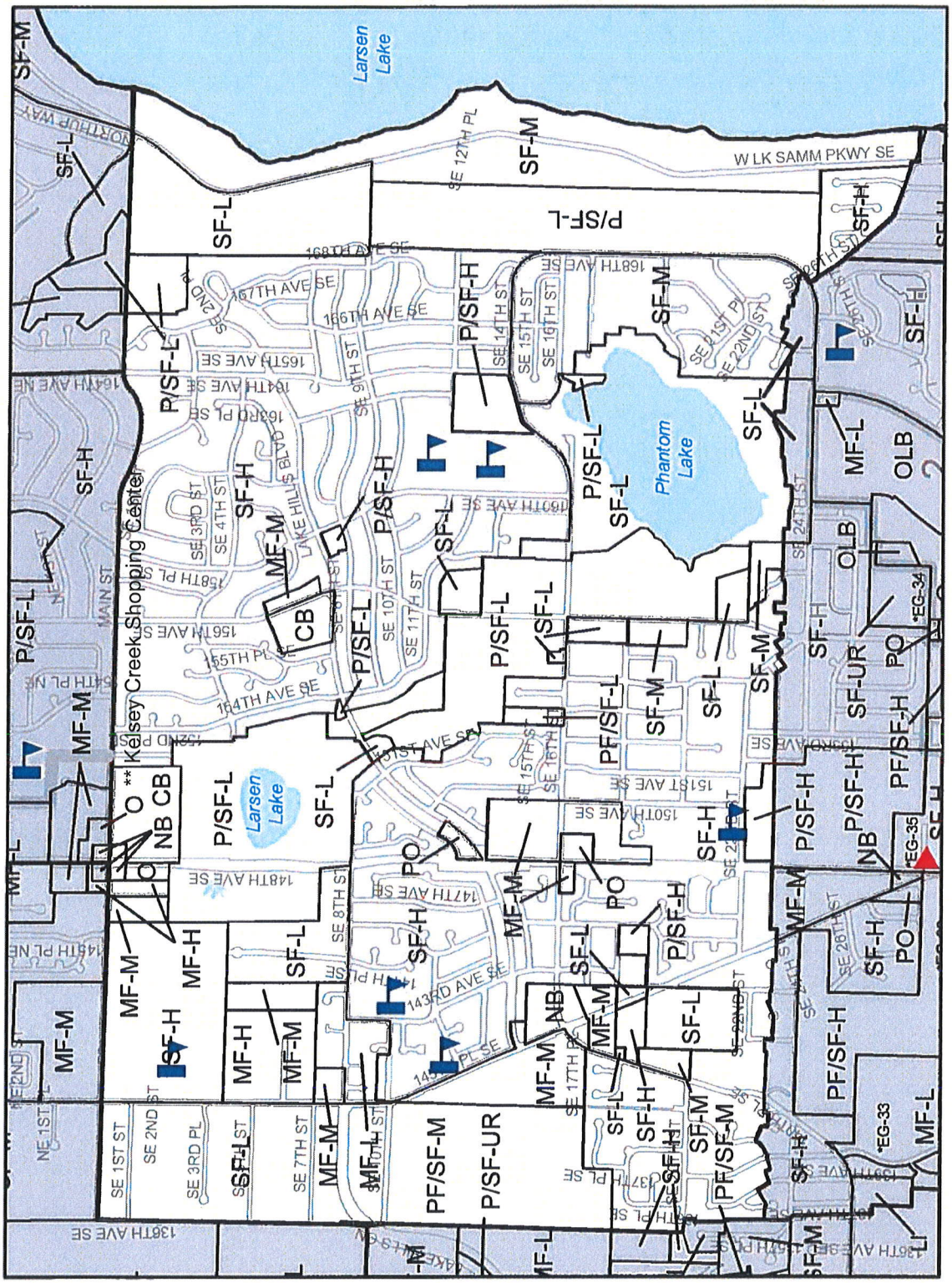

FIGURE S-SE.1

Southeast Bellevue 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		

Fire Stations
Public Schools
Planning Districts
Bellevue City Limits (6/2005)
Lakes

N