

10.a.3 - ATTACHMENT A

CONDITIONS OF CONCOMITANT REZONE AGREEMENT AND COVENANT RUNNING WITH THE LAND Contract Zone No. RB-CZ 05-01

The rezone of the property is subject to the conditions recited herein as follow:

1. This Contract Rezone Agreement must be ratified by all parties and recorded against the properties in order to be a valid agreement. (Staff and O'Neil, 3/28/05)
2. The project shall comply with all mitigation measures as specified in the Mitigated Determination of Non-Significance (MDNS). (Staff and O'Neil, 3/28/05).
3. Developer shall provide a 115 foot buffer around the wetland (O'Neil, 3/28/05).
4. The zoning designation shall be RB-CZ, Regional Business with Contract Zone. The uses and design of the property, including but not limited to provisions for critical areas, off-site improvements, site grading and tree preservation, landscaping, stormwater control, and dimensional and design standards, shall comply with provisions for mixed use developments in the RB zoning district as set forth in the Shoreline Municipal Code (SMC) with the following additional property conditions:
 - a. Site configuration and uses shall generally comply with the site plan submitted with the application, with housing units mainly contained on the east side of the property and commercial uses on the west side of the property. Up to 10,000 square feet of retail is allowed on the east side of the property. Minor changes to the site plan may be subsequently approved by the City of Shoreline Planning and Development Services Director or designee. (Staff, O'Neil, 03/28/05).
 - b. Residential density on the eastern portion of the site shall be limited to 350 units. The developer will attempt to incorporate up to 100 units of housing affordable to medium and low income households depending on the availability of subsidies for such housing. (O'Neil, 03/28/05).
 - c. Commercial floor area shall be limited to 182,000 square feet. Commercial floor area may be reduced further as replaced by residential units. (O'Neil, 03/28/05).
 - d. No more than 50% of the required parking shall be surface parking open to the sky. (Staff, 05/06/25).
 - e. Parking reduction of up to 20% from the maximum required by SMC 20.50.390 is allowed pursuant to SMC 20.50.400. (Staff, 05/08/05).
 - f. In order to protect solar access for the first 50 feet of the wetland buffer (water-ward), the applicant shall use best effort to demonstrate that the proposed structures will not shade these open spaces on March 21st or September 23rd at noon. (Commissioner Chakorn, 05/05/05). Further, solar access shall be considered when designing the final site plan, so as to allow southern exposure to the project's common open areas.
 - g. Maximum impervious surface allowed on the site shall not exceed 90% for development within the commercial portion of the site, and shall not exceed 90% in the residential portion of the site. The open space area required for 100 feet of the wetland buffer shall not be included in this calculation. (Staff and O'Neil, 03/28/05).
 - h. The provisions of SMC 20.50.350 (B) shall not apply to this site outside of the wetland and its buffer. However, the developers shall preserve as many significant trees as possible, consistent with their design parameters. An approved habitat restoration plan must be implemented within the wetland buffer prior to Certificate of Occupancy for any of the buildings on the site, in accordance with SMC 20.80.090

10.a.3 - ATTACHMENT A

and 20.80.350, and with additional conditions listed below. (Staff, 05/06/05, O'Neil, 03/28/05 and Way-O'Neil Agreement 05/04/05, #14).

5. Vermin abatement shall take place prior to and during demolition and decommissioning of current site. Proof of abatement shall be submitted as part of the demolition permit application. (Staff with O'Neil 03/28/05)
6. Stormwater treatment: At a minimum, Level 2 water quality and stormwater detention are required for development, in accordance with the Shoreline Municipal Code (SMC) and the King County Surface Water Design Manual, as adopted by the City of Shoreline. Additionally, the developer shall consider working with the City to install an oversize a stormwater system to further improve Echo Lake water quality including the possibility of adding a water feature and open water course as the means of discharge into the Lake. (Staff with O'Neil 03/28/05). *NOTE: this provision conflicts with Way-O'Neil Agreement #10 to additionally use the Department of Ecology's Manual. While Way-O'Neil may agree to fulfill this agreement through the use of a third party review, the City of Shoreline will not be responsible for meeting #10 of the Way-O'Neil Agreement. In the event of a conflict between the DOE Manual and the City's adopted Stormwater manual, the City's manual shall prevail.*
7. Green Buildings. The developers shall consider pursuing a LEED or BuiltGreen certificate for the buildings in this project. (Staff and O'Neil 03/28/05).

The following conditions are proposed through the Way-O'Neil Agreement (staff substituted the referral to the "Owners" with "developers" for consistency). Number 10 on the Way-O'Neil agreement, requiring compliance with the Department of Ecology stormwater manual, has been deleted by staff because the City's code requires compliance with the adopted King County stormwater manual. The two manuals cannot be used together. Number 14 on the Way-O'Neil agreement has been incorporated into 3-I, above.

8. The developers will secure the services of a certified wetland biologist to direct the design of the enhancement and restoration plan for the shoreline of Echo Lake. The plan shall be based upon and consistent with the Department of Ecology's (DOE) "Best Available Science for Freshwater Wetlands Projects," Volumes One and Two. Subject to City approval, the developers will implement this plan. [Agreement #1]
9. The developers will not take any actions that result in further significant degradation of the wetland or buffer. The developers will use their best efforts to preserve and enhance the existing higher quality shoreline areas at the eastern and western boundaries. [Agreement #2]
10. The developers will restore and enhance all but a contiguous 70 feet of the lake shoreline, 10 feet of which will be used for a boardwalk to the beach and dock. Within this 70-foot area, the developers intend to apply for a permit to construct a publicly accessible beach and dock. [Agreement #3]
11. The restored areas of the shoreline will consist of: [Agreement #4]
 - a. A ten-foot area along the fully submerged portions of the lake's shoreline that will be planted with native plants that are compatible with and will enhance the lake's ecology and wildlife.

10.a.3 - ATTACHMENT A

- b. A ten-foot area along the shoreline that has a sufficiently high water table to support native plants that are compatible with and will enhance the shoreline's ecology and wildlife. If necessary and supported by Best Available Science, some grading may be required to establish a new grade that will support wetland plants within this area. Any wetland area created in this manner shall not be considered a new wetland boundary for the purposes of future buffer calculation. This requirement will not apply if the ground water is not sufficiently high to sustain moist soils-dependent plants.
 - c. A 55-foot area along the shoreline that is adjacent to the ten-foot area described above will be planted with native plants that are appropriate for wetland uplands areas and that support the lake's ecology and wildlife.
12. The developers will construct a boardwalk with public access through the buffer area. This boardwalk shall not intrude within the existing natural or newly restored areas described above. The boardwalk shall be constructed with kick-rails and signage to discourage public intrusion into the natural areas, and shall utilize materials and construction methods that are based on Best Available Science for natural and wetland areas. [Agreement #5]
13. The developers shall ensure that all plantings are established and self-sustaining. The developers will implement a monitoring and maintenance plan, for two years, consistent with the wetland biologist's recommendations. [Agreement #6]
14. The developers will provide handicap accessible public access from the Interurban Trail to the project site (subject to obtaining easement from Seattle City Light [SCL]). Developer will ensure that the privacy screening required by the SEPA mitigation measure is not compromised by any such access. If access is from the private SCL right-of-way designated Stone Ave. N., the Developer will work with the City to facilitate installation of signage that prohibits public parking on the private road. [Agreement #7, modified]
15. The developers will cooperate with efforts of the City and upstream property owners to apply effective water quality treatment to storm water flows originating off-site. This may include the location of water treatment facilities on the project site, so long as there is no additional cost to the developers nor a taking of additional land. [Agreement #8]
16. The developers will seek actions by the sewer district to remove freshwater flows from sewer pipes that serve the project site, and direct those flows through appropriate water quality treatment facilities to the lake. Developers shall consider utilizing a natural day-lighted drainage feature for this and other drainage flows. [Agreement #9]
17. The developers shall consider and include, where financially reasonable and consistent with their design needs, green building and low impact development techniques such as "pervious concrete." [Agreement #11]
18. The developers shall work with historic preservation organizations to seek to preserve the Weiman house. This assistance includes developer's agreement to offer the house at no cost for removal from site. [Agreement #12]
19. The developers shall reduce noise and glare impacts to surrounding residential neighborhoods through the following techniques: [Agreement #13]
 - a. Locate high noise generating uses away from the lake.

10.a.3 - ATTACHMENT A

- b. Control construction hours to preserve early morning, night and Sunday morning quiet times.
- c. Utilize landscaping as sound attenuators
- d. Incorporate noise reduction techniques in site and building design where practical.
- e. Employ low-glare, directed lighting to reduce ambient light.