

**CITY OF GRANITE FALLS**

**ORDINANCE NO. 581**

**AN ORDINANCE OF THE CITY OF GRANITE FALLS, WASHINGTON, AMENDING THE OFFICIAL ZONING MAP OF THE CITY TO CHANGE THE ZONING DESIGNATION OF CERTAIN PROPERTY LOCATED AT 403 NORTH GRANITE AVENUE OWNED BY THE MOEN'S FROM MR4000 (MULTIPLE FAMILY RESIDENTIAL LOW DENSITY) GENERALLY AS THE UNDERLYING ZONING AND MR2500 (MULTIPLE FAMILY RESIDENTIAL HIGH DENSITY) SPECIFICALLY AND ONLY FOR SENIOR HOUSING DEVELOPMENT AND AUTHORIZING THE EXECUTION OF A CONCOMITANT AGREEMENT.**

**WHEREAS, the Applicants requested a rezone from MR 4000 to MR 2500. A Public Hearing was held on April 16, 1997. Public comment was received and considered. Planning Commission made findings and recommendations which were forwarded to the City Council; and**

**WHEREAS, the City Council received the matter in open meetings on April 23, 1997, July 9, 1997, July 23, 1997, August 13, 1997, and August 27, 1997: and**

**WHEREAS, the City Council made specific findings and conclusions determined along with the applicants voluntary approval that the zoning shall be MR4000 generally and specifically MR2500 for Senior Housing development only and authorized the execution of a concomitant zoning agreement.**

**NOW, THEREFORE, the City Council of the City of Granite Falls, Washington, does ordain as follows:**

Section 1. The official zoning map of the City of Granite Falls as adopted by Ordinance No. 370, is hereby amended to change the zoning classification of certain property, herein after described in Exhibit "A" and incorporated herein from MR4000 to MR4000 generally and specifically MR2500 for Senior Housing only. Subject to a Concomitant Zoning Agreement, attached hereto as exhibit "B", upon execution and recording as provided herein.

Section 2. The clerk is hereby instructed to effectuate the necessary amendments to the official zoning map of the City of Granite Falls pursuant to this ordinance.

Section 3. The Mayor is hereby authorized to execute and the City Clerk to attest to that document entitled "Concomitant Zoning Agreement No. 1-97", attached hereto as Exhibit B and incorporated herein by this reference. The City Clerk is further directed to record said Concomitant Zoning Agreement with the Snohomish County Auditor as a covenant running with the land. The cost of recording shall be paid by the applicant/owners.

Section 4. This ordinance shall take effect five (5) days after the date of its publication.

PASSED by the City Council of the City of Granite Falls, Washington, on this 27 day of August, 1997.

Bella R. Morris  
MAYOR

Attest:

Berry James  
Clerk

Approved as to form:

Cheryl L. Beyer  
City Attorney

DATE OF READING: August 27, 1997  
DATE OF PUBLICATION: September 24, 1997  
EFFECTIVE DATE: September 29, 1997

Ordinance No. 581

EXHIBIT A

Beginning at the NW corner of Govn't lot 3, Sec. 18, Twnshp 30 N, Rge 7 E.W.M.; thence South 0 20'30" West along the west line of said Government Lot 3 for two hundred sixty four (264) feet; thence South 89 41'30" East 30 feet to the true point of beginning. Thence South 0 29'30" West 126.5 feet; Thence South 89 41'30" East 382.5 feet; thence North 0 20'30" East 125.5 feet; thence North 89 41'30" West 382.5 feet to the true point of beginning, containing one acre more or less.

**CONCOMITANT ZONING AGREEMENT NO. 1-97  
CONCOMITANT AGREEMENT FOR MOEN AND CITY OF GRANITE FALLS**

The parties to this agreement are Roane Moen, as her separate estate (Moen), and the City of Granite Falls, WA (City).

Whereas, Moen owns the real property (property), within the City, legally described as follows:

Beginning at the NW corner of Govn't lot 3, Sec. 18, Twnshp 30 N, Rge 7 E, W.M.; thence South 0 20'30" West along the west line of said Government Lot 3 for two hundred sixty four (264) feet; thence South 89 41'30" East 30 feet to the true point of beginning. Thence South 0 29'30" West 126.5 feet; thence South 89 41'30" East 382.5 feet; thence North 0 20'30" East 125.5 feet; thence North 89 41'30" West 382.5 feet to the true point of beginning, containing one acre more or less.

Situate in the County of Snohomish, State of Washington.

Whereas, the City has agreed to allow the property to be rezoned to MR 2500, provided the property is utilized as senior housing in lieu of general multi-family housing; and,

Whereas, Moen is willing to voluntarily agree to this concomitant agreement and to warrant the same by recording this agreement in the Snohomish County Auditor's Office;

NOW AND THEREFORE, in consideration of and with the intent of being legally bound hereby, the parties do mutually promise, covenant and agree as follows:

1. Moen's property shall be zoned MR 4000 for purposes of constructing a multi-family residential complex without meeting any special conditions other than those imposed by the Granite Falls Municipal Code.
2. Moen's property may be used for MR 2500 zoning provided that the housing units are employed as senior citizen housing. Senior citizen housing, for purposes of this agreement and assuming 100% occupancy, shall be defined as follows:

- a.) 75% or more of the residential units shall have at least one tenant who is 62 years of age or older;
- b.) 25% or less of the residential units may have a tenant who is 21 years of age or younger;
- c.) At time of construction at least 20% of the units shall be designed to accommodate the needs of handicapped residents including features and fixtures designed for accommodation of residents confined to wheel chairs.
- d.) In lieu of standard on-site parking as defined by the GFMC for MR 2500 zoning the applicant shall provide four handicapped parking stalls and shall be required to provide one non-handicapped parking stall per residential unit.

3. The property owner, following occupancy of the premises shall certify to the City of Granite Falls, at least annually, that condition 2(a) and 2(b) have been or are being met and that the multi-family unit is predominantly senior citizen housing.

4. Conditions 2(a) and 2(b) are ongoing restrictions on the land if the MR 2500 zone is applied to the development of the property. These conditions shall run in perpetuity unless modified an ordinance or written agreement of the parties.

5. If at any time during the term of this agreement the property owner is not in compliance with the conditions contained in 2(a) and 2(b) then the City may, at its option, shall first notify the property owner of the non-compliance and then, in not less than 30 -days, the City shall exercise enforcement procedures as set forth below.

6. Moen by entering into this agreement agrees that this is a settlement of all disputes, appeals, review and legal action regarding the underlying request for rezone and the findings of fact or conclusions of law contained therein.

7. Enforcement shall be by means of the Granite Falls Municipal Code for zoning violation.

8. If a legal action is commenced to enforce the terms of this agreement the predominantly prevailing party shall be awarded their reasonable cost and attorney's fees.

9. Venue and jurisdiction for the enforcement of this agreement shall be the Superior Court of Washington in and for Snohomish County.

10. Costs for Recording shall be borne by Moen.

11. This agreement lapses if no building permit application is filed with the City within 3 years, or construction is not commenced within 5 years from the date of application approval.

12. There are no other agreements between the parties either orally or in writing which modify or change the conditions contained herein.

13. Both parties have been represented by counsel. This agreement is the consolidated language of both parties and as such normal rules of construction and interpretation shall not apply.

Dated this 11 day of September 1997

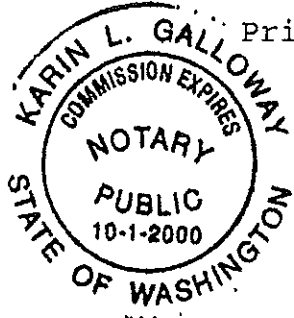
Roane Moen  
Roane Moen

Rella R. Morris  
Rella R. Morris  
Mayor, City of Granite Falls

State of Washington )  
  ) ss  
County of Snohomish )

On this day personally appeared before me Roane Moen to me known to be the individual(s) described herein and who executed the within and foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 11<sup>th</sup> day of September, 1997.



Printed Name: Karin L. Galloway  
Notary Public in and for the State of Washington, residing at: Lk. Stevens

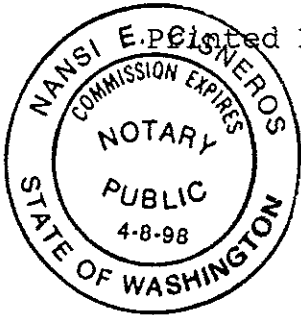
My commission expires: 10-1-2000

State of Washington )  
  ) ss  
County of Snohomish )

On this 11TH<sup>th</sup> day of SEPTEMBER<sup>NC.</sup>, 1997, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared Rella R. Morris to me known to be the Mayor of the City of Granite Falls that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said City, for the uses and purposes therein mentioned, and on oath stated that she is authorized to execute the said instrument.

WITNESS my hand and official seal hereto the day and year in this certificate above written.

*[Handwritten signature of Nansi E. Cisneros]*



Printed Name: NANSI E CISNEROS  
Notary Public in and for the State  
of Washington, residing at:  
GRANITE FALLS, WA  
My commission expires: 4-8-98