

**CITY OF MONROE
ORDINANCE NO. 001/2019**

AN ORDINANCE OF THE CITY OF MONROE, WASHINGTON, AUTHORIZING THE TERMINATION OF A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF MONROE AND SAUVAGE REAL ESTATE, LLC ORIGINALLY APPROVED UNDER ORDINANCE NO. 023/2007; ADOPTING SUPPORTIVE FINDINGS; CONCLUDING THAT SUCH TERMINATION REFLECTS THE CITY'S CURRENT LEGISLATIVE INTENT AND COMMUNITY VISION; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, Sauvage Real Estate is and has been the owner of that certain real property located in the City of Monroe, Snohomish County, Washington, which is legally described in Exhibit A, Legal Description of the Property, attached hereto and incorporated herein by this reference as if set forth in full (the "Property"); and

WHEREAS, on August 10, 1994, the City Council passed Ordinance No. 1043 approving a contract rezone for the Property and the associated properties now known as Stanton Meadows, which included restricting type and size of any future development; and

WHEREAS, in 2007, Paul Sauvage submitted a request to amend the comprehensive plan designation of the Property from General Commercial to Professional Office. City Council approved the Professional Office designation under Ordinance No. 016/2007. Upon approval of said ordinance, Sauvage initiated a request to rezone the Property from Service Commercial to Professional Office. The rezone to Professional Office was granted under Ordinance No. 023/2007; however, the City Council restricted the approval by prohibiting residential uses on the Property through a development agreement; and

WHEREAS, in review of Ordinance No. 023/2007, the goal of the rezone was to accommodate the growing professional office and medical uses in the vicinity. Section 3.7 of Ordinance No. 023/2007 states, "Medical and professional uses in the immediate vicinity of the subject property have been increasing and the rezone is necessary to accommodate that demand;" and

WHEREAS, on December 5, 2007, the City of Monroe and Sauvage Real Estate LLC entered into a Development Agreement which was recorded under Snohomish County recording number 200712060282 and is attached at Exhibit B; and

WHEREAS, pursuant to the terms of the Development Agreement, in addition to any existing development standards applicable to the Property at the time of any completed permit application, any development of the Property within the Sauvage Rezone shall not be allowed for residential use; and

WHEREAS, no development has occurred on the Property following execution and recording of the Development Agreement; and

WHEREAS, with the consent and support of Sauvage Real Estate, Rick Hanson of Hanson Homes submitted a request for termination of the Development Agreement to the City of Monroe in December 2018, attached as Exhibit C, stating his intent to purchase and develop the Property for a residential use; and

WHEREAS, the City Council has determined that there is no longer a need for the constraints imposed by the Development Agreement, and therefore termination of the Agreement is appropriate and will advance the public interest by promoting new development in a manner that reflects the City's current legislative intent and community vision; and

WHEREAS, pursuant to Section II(G) of the Development Agreement, the City may unilaterally terminate the Agreement upon thirty days written notice to the property owner; and

WHEREAS, the City provided written notice of termination to Sauvage Real Estate on Dec. 31, 2018; and

WHEREAS, On February 26, 2019, the City Council held a duly-noticed public hearing and following the hearing passed Ordinance No. 001/2019, authorizing termination of the Development Agreement; and

WHEREAS, City staff has reviewed this proposal and determined that it is consistent with all applicable development regulations and City's Comprehensive Plan; and

WHEREAS, The City's SEPA Responsible Official has determined that the proposal will have no adverse impacts and issued a DNS on January 10, 2019, attached as Exhibit D. No comments were received within the comment period; and

WHEREAS, the termination authorized hereunder, together with all documents incorporated herein by reference, has been processed in material compliance with all applicable state and local procedural requirements.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF MONROE DO ORDAIN AS FOLLOWS:

Section 1. Findings. The City Council adopts the above recitals, together with the content of Agenda Bill Nos. AB19-038 and AB19-044, as findings in support of this ordinance. Based upon said findings, the City Council concludes that:

- A. The City is authorized to unilaterally terminate the Development Agreement pursuant to Section II(G) thereof.

- B. The Development Agreement is no longer necessary to effectuate the City Council's community vision for the underlying Property.
- C. Termination of the Development Agreement is appropriate and will advance the public interest by promoting new development in a manner that reflects the City's current legislative intent and community vision

Section 2. Termination of Development Agreement. The City Council hereby authorizes the termination of the Development Agreement with Sauvage Real Estate LLC that was originally approved pursuant to Ordinance No. 023/2007. The Mayor is authorized to execute on the City's behalf the Termination and Release of Development Agreement in substantially the form attached hereto as Exhibit E, together with such minor revisions as the Mayor may deem necessary and appropriate.

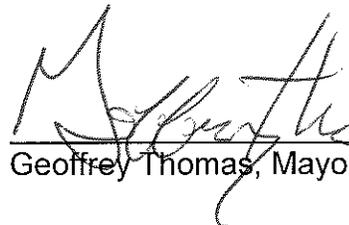
Section 3. Severability. Should any section, paragraph, sentence, clause or phrase of this ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this ordinance be pre-empted by State or federal law or regulation, such decision or pre-emption shall not affect the validity or enforceability of the remaining portions of this ordinance or its application to other persons or circumstances.

Section 4. Effective Date. This ordinance shall be in full force and effect five (5) days from and after its passage and approval and publication as required by law.

PASSED by the City Council and APPROVED by the Mayor of the City of Monroe, at a regular meeting held this 20th day of February, 2019.

First Reading: February 12, 2019
 Adoption: February 26, 2019
 Published: March 1, 2019
 Effective: March 6, 2019

CITY OF MONROE, WASHINGTON:



 Geoffrey Thomas, Mayor

(SEAL)

ATTEST:

APPROVED AS TO FORM:



 Elizabeth M. Adkisson, MMC, City Clerk



 J. Zachary Lell, City Attorney

Property Account Summary

2/8/2019

Parcel Number	00847600099500	Property Address	UNKNOWN UNKNOWN , UNKNOWN,
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General Information

Property Description	STANTON MEADOWS DIV 1 BLK 000 D-00 LOT A
Property Category	Land and Improvements
Status	Active, Locally Assessed
Tax Code Area	00530

Property Characteristics

Use Code	910 Undeveloped (Vacant) Land
Unit of Measure	Acre(s)
Size (gross)	0.90

Related Properties

No Related Properties Found

Parties

Role	Percent	Name	Address
Taxpayer	100	SAUVAGE REAL ESTATE LLC	1138 22ND AVE E, SEATTLE, WA 98112
Owner	100	SAUVAGE REAL ESTATE LLC	1138 22ND AVE E, SEATTLE, WA 98112

Property Values

Value Type	Tax Year 2019	Tax Year 2018	Tax Year 2017	Tax Year 2016	Tax Year 2015
Taxable Value Regular	\$442,300	\$422,700	\$422,700	\$431,200	\$431,200
Exemption Amount Regular					
Market Total	\$442,300	\$422,700	\$422,700	\$431,200	\$431,200
Assessed Value	\$442,300	\$422,700	\$422,700	\$431,200	\$431,200
Market Land	\$442,300	\$422,700	\$422,700	\$431,200	\$431,200
Market Improvement					
Personal Property					

Active Exemptions

No Exemptions Found

Events

Effective Date	Entry Date-Time	Type	Remarks
01/19/2006	03/15/2006 13:02:00	Owner Terminated	Property Transfer Filing No.: 201551 01/19/2006 by sassrc
01/19/2006	03/15/2006 13:02:00	Owner Added	Property Transfer Filing No.: 201551 01/19/2006 by sassrc
01/19/2006	01/25/2006	Taxpayer	Property Transfer Filing No.: 201551 01/19/2006 by strpcs

After Recording Return to

City Clerk
City of Monroe
806 W Main St.
Monroe WA 98272



200712060282 4 PGS
12/06/2007 11:19am \$43.00
SNOHOMISH COUNTY, WASHINGTON

DEVELOPMENT AGREEMENT

This is a development Agreement authorized by RCW 36 70B.170 between the parties City of Monroe, a noncharter code city of the State of Washington (hereinafter City) and Paul Sauvage, Sauvage Real Estate LLC (hereinafter Sauvage)

I. RECITALS

WITNESSETH:

Whereas, Sauvage is the owner of Snohomish County Tax Parcel No 00847600099500 situated in the City of Monroe, State of Washington, and

Whereas the City adopted a Comprehensive Plan Amendment in September 2007 (CPA200702) changing the land use designation of the above Sauvage parcel from Service Commercial to Professional Office, and

WHEREAS, to implement the Amendment, the City has proposed to rezone the Sauvage from Service Commercial to Professional Office (PO) (hereinafter the Sauvage Rezone), and

WHEREAS, the Sauvage Rezone is pending before the Monroe City Council under City of Monroe Planning Department File RZ200702, and

WHEREAS, the applicant has indicated his interest in not having residential use on the site and intends on developing the site solely as professional/medical office, and

(Ord 023/2007)
RZ200701 Sauvage

II. AGREEMENT

NOW, THEREFORE, in mutual consideration for the assurances and certainty contained herein, the parties hereby agree as follows

- A. Agreement Contingent Upon Rezone This Agreement shall only become effective if and when the Monroe City Council approves the Sauvage Rezone from Service Commercial to Professional Office. Within 10 days of approval by the City Council, the City shall record this Agreement and provide a written copy to the City of Monroe Director of Community Development.
- B. Conditions on Development. Development of the properties within the Sauvage Rezone shall be subject to the following conditions and constraints:
- I. In addition to any existing development standards applicable to the properties at the time of any completed permit application, any development of the Sauvage property within the Sauvage Rezone shall not be allowed residential use
- C. Development Standards. This Agreement shall not modify or alter any other City development requirements, impact fees, or other types of mitigation fees or vested rights held by the property owners which may exist at this time. No development standards are vested by this agreement.
- D. Enforcement. This Agreement shall be specifically enforceable by any party in a competent court of law. In the event that any controversy or claim arises regarding the performance of the terms of this Agreement, the substantially prevailing party shall be entitled to its reasonable costs, disbursements and attorney's fees, together with all expenses which it may reasonably incur in taking such action.
- E. Governing Law. This Agreement shall be construed with and governed by the laws of the State of Washington.
- F. Severability. If any portion of this Agreement shall be invalidated or unenforceable to any extent, the validity of the remaining provisions shall not be affected thereby
- G. Binding Effect This Agreement shall be constructed as an agreement

running with the land and shall be binding upon Sauvage and its successors and assigns until terminated by the City. The City may terminate this Agreement upon thirty days written notice to the property owner at the time of notice of termination, the address of which is as indicated in Snohomish County Assessor records

Dated this 5TH day of December, 2007

CITY OF MONROE

SAUVAGE REAL ESTATE LLC

Donnetta Walser
Donnetta Walser, Mayor

Paul Sauvage
By Paul Sauvage
Its Managing Member

ATTEST

Betty King
Betty King, City Clerk 11/20/07

APPROVED AS TO FORM

Phil Olbrechts
Phil Olbrechts, City Attorney

Ben Swanson, Community Development Director
City of Monroe
806 West Main Street
Monroe, WA 98272

Re: Lot A of Stanton Meadows, TPN 00847600099500

Dear Mr. Ben Swanson:

I hope this letter finds you well. I am reaching out to you and the City in Monroe regarding the above-mentioned property located in the City of Monroe commonly known as Lot A of Stanton Meadows ("Property"). I respectfully request from you and the City to allow me to develop the Property as residential.

My Background

I have been building and developing in the City of Monroe for the last 7 years. Some of my notable completed projects include Columbia Crossing (2-3 story cottage product), Chain Lake Estates (Rambler product), and Rose Land Estates (Rambler product). My current projects include Currie Farms (Rambler product) and Main Brook Townhomes.

I am knowledgeable of the Monroe market and current building trends through experience and with the help of my trusted professionals. I believe that the best use of the Property is residential.

Property's Current Situation

The Property is currently zoned as Professional Office. Under the City of Monroe's Zoning Land Use Matrix, townhouses are allowed to be built in such zoned area. However, the Development Agreement recorded under 200712060282 disallows the development of the Property into residential use. The Planning Commission is currently considering changing the zoning to Mixed Use.

Proposal

I respectfully propose to rescind the Development Agreement in order to allow residential development and use of the Property. The residential use would be consistent with the current surrounding property uses (see attached map, the block is nearly all residential). The City of Monroe would also benefit by having a lower priced range product available to the general public.

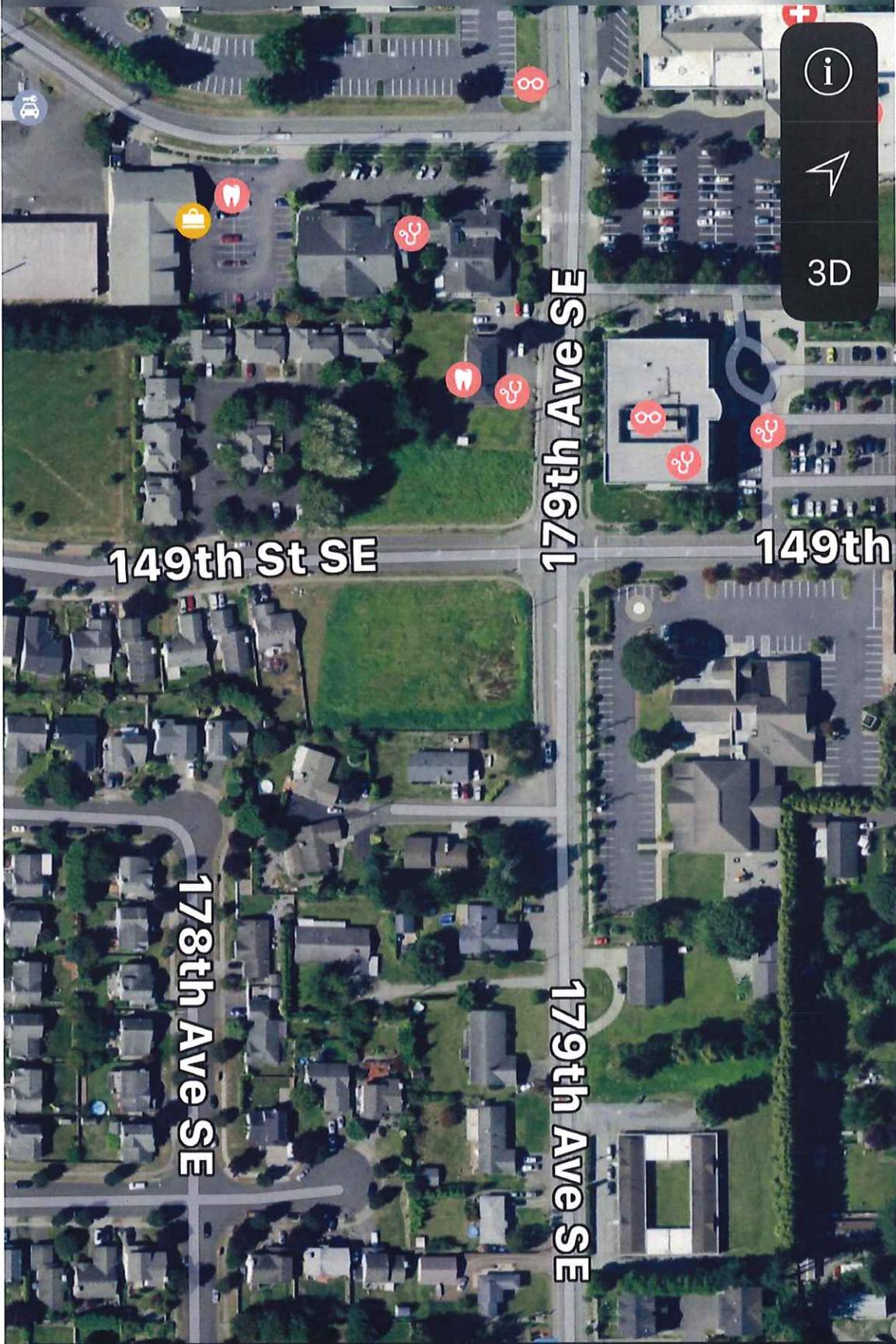
If you have any questions or concerns, I can be reached via phone at 425-328-5202 or via email at 2011hansonhomes@gmail.com.

Sincerely,

A handwritten signature in blue ink, consisting of several overlapping, fluid strokes that form a stylized representation of the name Richard D. Hanson.

Richard D. Hanson

Attachment: Map



Map navigation controls including an information icon (i), a compass, and a 3D view toggle.

Search for a place or address

QUARTER NE	SECTION 2	TOWNSHIP N.W.B.L. 27	RANGE E.W.M. 6
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Centerline Lot Block Section City Limits
 Gov Lot Subdiv ROW Quarter Tax Act
 Major Water Other Lot Vac ROW 16th Easement
 Minor Water Other Subdiv Vac Lot

1 inch = 200 feet
 Map produced on March 02, 2018
 A product of the Assessor's Office
 Snohomish County, Washington



149TH ST SE

30

L=59.45'
Δ=03°30'41"

S 07°45'25" E
158.90'

S 88°58'14" W

LOT A

SEE NOTE 10, SHEET 2

39354 SF

173.91'

239.74'

306.00'

R=5762.08'
Δ=00°32'43"
L=54.84'

S 45°20'57" E
35.07'

2.50'

79.62'

79.63'

R=5759.58'

179TH AVE SE



DETERMINATION OF NON-SIGNIFICANCE (DNS)

File Number: SEPA 2019-01

Name of Proposal: Sauvage Development Agreement Termination

Description of Proposal: The City of Monroe is initiating a termination of an existing (2007) Development Agreement between the City of Monroe and Sauvage Real Estate, LLC, which prohibits all residential use on a vacant parcel of land. The property is currently zoned Professional Office and the Comprehensive Plan Designation for this parcel is Mixed Use. The current municipal code and policy support multifamily residential. Pursuant to the Development Agreement (Snohomish County Recording Number 200712060282), the City may terminate the Agreement upon thirty days written notice to the property owner.

Proponents: City of Monroe

Location of Proposal: The site is located southwest the intersection of 149th Street SE and 179th Ave SE (Snohomish County Parcel # 00847600099500).

Lead Agency: City of Monroe

Threshold Determination: The lead agency for this proposal has determined that it does not have a probable significant adverse impact on the environment. An environmental impact statement (EIS) IS NOT required under RCW 43.21C.030(2)(c). This decision was made after review of a completed environmental checklist and other information on file with the lead agency. This information is available to the public for review upon request at Monroe City Hall, 806 West Main Street, Monroe, WA 98272 between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, excluding holidays. The information is also available for view online at <http://www.monroewa.gov>.

- There is no comment period for this DNS.
- 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); the lead agency will not act on this proposal for 14 days from the date below.

Responsible Official: Ben Swanson, Community Development Director
SEPA Responsible Official
(360) 863-4544
Monroe City Hall
806 West Main Street
Monroe, WA 98272
bswanson@monroewa.gov

Date: 1/7/19 **Signature:** 

Date of Issuance: January 9, 2019

Deadline for Submitting Appeals: No later than 5:00 p.m. on January 23, 2019

Appeals: You may appeal this determination to the City of Monroe Hearing Examiner at Monroe City Hall, which is located at 806 West Main Street, Monroe, WA 98272, no later than **5:00 p.m. on January 23, 2019**. You should be prepared to make specific factual objections; and you shall set forth the specific reason, rationale, and/or basis for the appeal. Appeals must be made in person on City appeal forms, which are available through the Community Development Department at Monroe City Hall. Appeals must be filed in original form in accordance with MMC Chapter 21.60. Payment of the appeal fee, as specified in the city's fee resolution, shall occur at the time the appeal is filed. Please contact Kim Shaw, Land Use Permit Supervisor, by email at kshaw@monroewa.gov or by phone at (360) 863-4532 to read or ask about the procedures for SEPA appeals.

Staff Contact: Questions about the proposal may be directed to Amy Bright, Associate Planner, at abright@monroewa.gov or (360) 863-4533.

When Recorded, Return to:

Attention:

TERMINATION OF DEVELOPMENT AGREEMENT

Reference to Related Documents:	Snohomish County Recording Number 200712060282
Grantor:	City of Monroe
Grantee:	Paul Sauvage and Sauvage Real Estate LLC
Legal Description (abbreviated):	STANTON MEADOWS DIV 1 BLK 000 D-00 LOT A
Assessor's Tax Parcel ID #'s:	008476000995000

This TERMINATION OF DEVELOPMENT AGREEMENT (“Termination”) is entered into this ___ day of _____, 2019 (the effective date of the Ordinance approving this Termination), by the City of Monroe (“City”), a Washington municipal corporation.

RECITALS

A. Sauvage Real Estate has been the owner of that certain real property in the City of Monroe, Snohomish County, Washington, which is legally described in Exhibit A - Legal Description of the Property, attached hereto and incorporated herein by this reference as if set forth in full (the “Property”).

B. On August 10, 1994, the City Council passed Ordinance No 1043 approving a contract rezone for the property and the associated properties now known as Stanton Meadows which included restricting type and size of any future development.

C. In 2007, Paul Sauvage submitted a request to amend the comprehensive plan designation of the subject parcel from General Commercial to Professional Office. City Council

approved the Professional Office designation under Ordinance No. 016/2007. Upon approval of this ordinance, Sauvage initiated a request to rezone the subject parcel from Service Commercial to Professional Office. The rezone to Professional Office was granted under Ordinance No. 023/2007; however, the City Council restricted the approval by prohibiting the residential uses on the subject parcel through a development agreement.

D. In review of Ordinance No. 023/2007, the goal of the rezone was to accommodate the growing professional office and medical uses in the vicinity. Section 3.7 of Ordinance No. 023/2007 states, “Medical and professional uses in the immediate vicinity of the subject property have been increasing and the rezone is necessary to accommodate that demand”.

E. On December 5, 2007, the City of Monroe and Sauvage Real Estate LLC entered into a Development Agreement which was recorded under Snohomish County recording number 200712060282.

F. Pursuant to the terms of the Development Agreement, in addition to any existing development standards applicable to the properties at the time of any completed permit application, any development of the Sauvage property within the Sauvage Rezone shall not be allowed residential use.

G. No development has occurred on the site following execution and recording of the Development Agreement.

H. Rick Hanson with Hanson Homes submitted a request for a Termination of the Development Agreement to the City of Monroe in December 2018 stating his intent to purchase and develop the property with a residential use.

I. The City of Monroe determined that there was no longer a need for the agreement and therefore the Monroe City Council passed Ordinance No XXXX approving the agreement terminating the Development Agreement which was entered into by the parties on December 5, 2007.

J. Pursuant to the terms of the Development Agreement: Binding Effect: This agreement shall be constructed as an agreement running with the land and shall be binding upon Sauvage and its successors and assigns until terminated by the City. The City may terminate this Agreement upon thirty days written notice to the property owner at the time of notice of termination, the address of which is an indicated in Snohomish County Assessor records.

K. On XXX, the City Council held a public hearing and following the hearing passed Ordinance no. XXXX authorizing termination of the Development Agreement. The termination is authorized by applicable state law, specifically including without limitation RCW 36.70B.170 through 36.70B.210. As required by RCW 36.70B.200, the City held a duly noticed public hearing before the City Council on this Agreement on October 23, 2018.

L. City staff has reviewed the State Environmental Policy Act (“SEPA”) checklist for this Agreement and determined that it is consistent with the City’s Comprehensive Plan and City’s Annexation Plan.

M. The City’s SEPA Responsible Official has determined that the proposal will have no adverse impacts and issued a DNS on January 10, 2019. No comments were received within the comment period.

N. This Termination, together with all documents incorporated herein by reference, has been processed in material compliance with all applicable state and local procedural requirements.

NOW THEREFORE, the Parties agree as follows:

TERMINATION

1 The recitals set forth above are adopted and incorporated as if set forth fully herein

2 Each by their signatures below, the City Council approves termination of the Development Agreement

3 This Termination of Development Agreement is effective thirty days from the date executed below. As of the effective date of this Termination, the Development Agreement is of no further force or effect

GRANTOR:

City of Monroe
a Washington municipal corporation

By: _____ Date: _____

GRANTEE:

City of Monroe
a Washington municipal corporation

By: _____ Date: _____

ATTEST:

By: _____ Date: _____
City Clerk

APPROVED AS TO FORM:

By: _____ Date: _____
City Attorney

STATE OF WASHINGTON)
) ss.
COUNTY OF SNOHOMISH)

On this ____ day of _____, 2018, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____, to me known to be the Mayor of the City of Monroe, a Washington municipal corporation, the entity that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said entity, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

WITNESS my hand and official seal hereto affixed the day and year first written above.

Name: _____
NOTARY PUBLIC in and for the State of Washington
residing at: _____
My appointment expires: _____

[Redacted]

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this ____ day of _____, 2018, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____, to me known to be the _____ of MainVue WA LLC, a Washington Limited Liability Company, the entity that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said entity, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

WITNESS my hand and official seal hereto affixed the day and year first written above.

Name: _____
NOTARY PUBLIC in and for the State of Washington
residing at: _____
My appointment expires: _____