

Mitigation and Restoration Plantings in Critical Areas and Critical Area Buffers. Plants intended to mitigate for the loss of natural resource values are subject to the following requirements in addition to the other requirements of KZC 95.45. Where these requirements conflict with other requirements of this chapter, these requirements take precedence. Refer to Chapters 85 and 90 KZC for additional requirements for these areas.

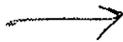
- a. Plant Source. Plant materials must be native and selected from the Kirkland Plant List. Seed source must be as local as possible, and plants must be nursery propagated unless transplanted from on-site areas approved for disturbance. These requirements must be included in the Mitigation Plan specifications.
- b. Installation. Plant materials must be supported only when necessary due to extreme winds at the planting site. Where support is necessary, stakes, guy wires, or other measures must be removed as soon as the plant can support itself, usually after the first growing season. All fertilizer applications to turf or trees and shrubs shall follow Washington State University, National Arborist Association or other accepted agronomic or horticultural standards.
- c. Fertilizer Applications. Fertilizers shall be applied in such a manner as to prevent its entry into waterways and wetlands and minimize its entry into storm drains. No applications shall be made within 50 feet of a waterway or wetland, or a required buffer as established by the City codes (such as Chapter 90 KZC) or Kirkland Shoreline Master Program (SMP, KMC Title 24), whichever is greater, unless specifically authorized in an approved mitigation plan or otherwise authorized in writing by the Planning Official.

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## Tree Plan Required.

- a. Requirement Established. An applicant for a tree removal permit must submit a tree plan that complies with this section. A qualified professional may be required to prepare certain components of a tree plan at the applicant's expense. If proposed development activities call for more than one tree plan level, the tree plan level with the more stringent requirements shall apply; provided, that the Planning Official may require a combination of tree plan components based on the nature of the proposed development activities. If proposed activity is not clearly identified in this chapter, the Planning Official shall determine the appropriate tree plan.
- b. Tree Plan and Retention Requirements. The following sets forth the different tree plans required for development activities or removal requests requiring a tree removal permit. Applicants for development are encouraged to confer with City staff as early in the design process as possible so that the applicable tree planting and retention concepts can be incorporated into the design of the subject property. Each plan sets forth the required components and retention standards for each tree plan. The Planning Official may waive a component for a tree plan, if he or she determines that the information is not necessary.



- 1) Tree Plan I. Tree Plan I is required for a development permit or land surface modification resulting in site disturbance for one or two attached, detached, or stacked dwelling units.

- a) Tree Plan I – Major and Minor.

- i. Tree Plan I – Major shall be required for new development, redevelopment, or development in which the total square footage of the proposed improvements is more than 50 percent of the total square footage of the existing improvements on the subject property.
- ii. Tree Plan I – Minor shall be required for all proposed development activities and site disturbance for which Tree Plan I – Major does not apply.

- b) Tree Plan Requirements. The tree plan shall include the following:

- i. Accurate location of significant trees and their driplines measured relative to visible site features (surveyed locations may be required);
- ii. Size (DBH) and type or species of these trees; and
- iii. General health of these trees.
- iv. Approximate trunk location and measure dripline of significant trees that are on adjacent property with driplines extending over the subject property line.
- v. For Tree Plan I – Minor, the above tree information shall be required only for trees potentially impacted by proposed development activity, and surveyed tree locations shall not be required.
- vi. For Tree Plan I – Major, assessment by a qualified professional shall be required if any significant trees are in required yards or within 10 feet of any side property line on the subj

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## c) Additional Applicant Requirements.

- i. If existing trees impacted by site disturbance are being retained, tree protection shall be shown on the grading or demolition plan and may require assistance of a qualified professional.
- ii. The applicant shall provide a final plan showing retained trees and any required trees in order to meet tree density or minimum number of trees as outlined in subsections (2)(b)(1)(d) and (2)(b)(1)(e) of this section.
- iii. The applicant shall enter into all required tree preservation and maintenance agreements pursuant to KZC 95.50.
- iv. For lots from a short subdivision, subdivision or planned unit development with an approved Tree Plan III, the tree information shall be transferred over and the applicant must comply with the applicable Tree Plan III requirements.

## d) Site Design and Retention Requirements.

- i. For Tree Plan I – Major, the applicant shall retain and protect Type 1 trees, as defined in subsection (4)(a)(1) of this section, in all required yards to the maximum extent possible. To retain Type 1 trees in required yards, the applicant shall pursue, where feasible, applicable variations in the development standards of this code as outlined in subsections (4)(a)(2) and (4)(a)(3) of this section. The applicant shall be encouraged to retain viable trees in other areas on-site.
- ii. For Tree Plan I – Minor, the applicant is encouraged to retain viable trees and pursue applicable variations to development.

## e) Tree Density Requirements.

- i. For Tree Plan I – Major, the minimum tree density applies and shall comply with the process set forth in subsection (5) of this section.
- ii. For Tree Plan I – Minor, a minimum of two trees must be on the lot following the requirement set forth in subsection (2)(b)(4)(b)(iv) of this section.

### 95.25 Alternative Compliance

All activities regulated by this chapter shall be performed in compliance with the applicable standards contained in this chapter, unless the applicant demonstrates that alternate measures or procedures will be equal or superior to the provisions of this chapter in accomplishing the purpose and intent of this chapter as described in KZC 95.05. Requests to use alternative measures and procedures shall be reviewed by the Planning Official, who may approve, approve with conditions, or deny the request. Examples include but are not limited to retention of specimen or landmark trees or low impact development techniques, including such programs as Green Building Design or Leadership in Energy and Environmental Design that demonstrate a significant reduction to stormwater runoff from the site.

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Tree Plan III. A Tree Plan III is required for new residential short plats or subdivisions and related land surface modification applications.



a) Tree Plan Requirements. The tree plan shall include the following:

- i. Surveyed location of all significant trees.
- ii. A tree inventory prepared by a qualified professional including a numbering system of existing significant trees (with corresponding tags on trees), measured driplines, size (DBH), species and tree status (removed or retained) based on criteria in subsection (2)(c) of this section for all significant trees. The inventory shall include approximate trunk location and measured dripline of significant trees that are on adjacent property with driplines extending over the subject property line.
- iii. A report from a qualified professional detailing:
  - (A) An indication, for each tree, of whether it is proposed to be retained or removed, based on health, risk of failure and suitability of species;
  - (B) Limits of disturbance around viable trees;
  - (C) Special instruction for work within their critical root zone; and
  - (D) Location and type of protection measures for these trees.
- iv. A site plan utilizing the information from the tree survey, inventory and report, showing:
  - (A) The proposed development activity;
  - (B) Location and limits of disturbance of viable trees to be retained according to the tree inventory and report; and
  - (C) Trees being removed for proposed development or trees being removed that are not viable.

b) Additional Applicant Requirements.

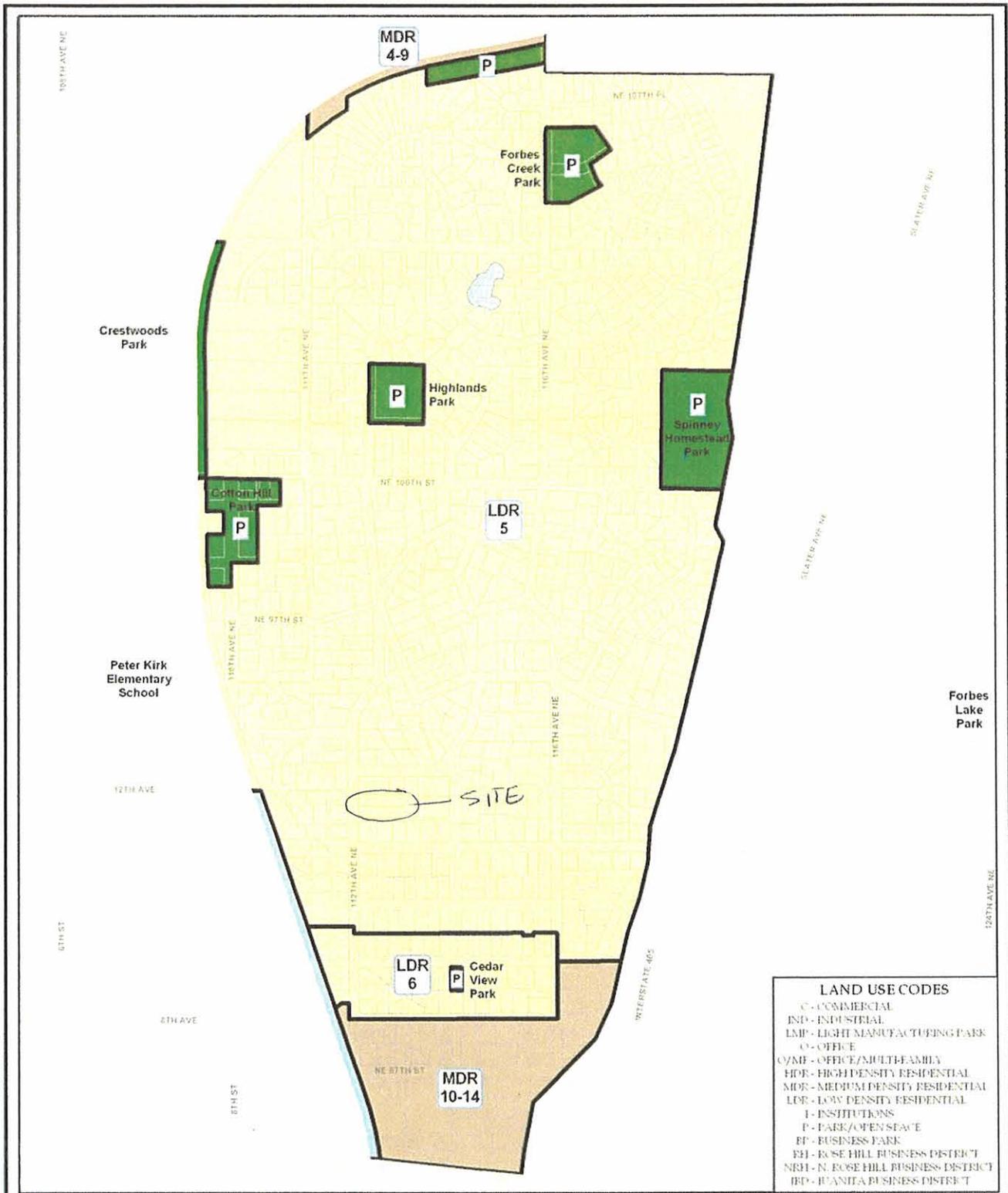
- i. A description and location of tree protection measures during construction for trees to be retained must be shown on demolition and grading plans. Protection measures must be in accordance with subsection (6) of this section.
- ii. Prior to permit approval, the applicant shall provide a plan showing tree density calculations pursuant to subsection (5) of this section, retained trees, trees to be removed, and any required supplemental trees to meet the minimum density. The plan must describe the details of site preparation, the installation of new trees and the maintenance measures necessary for the long-term survival and health of all trees on-site pursuant to KZC 95.45 and 95.50.
- iii. The applicant shall submit a preservation and maintenance agreement pursuant to KZC 95.50, for approval prior to final plat.

c) Site Design and Retention Requirements. The Planning Official will

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determine tree types as outlined in subsection (4)(a)(1) of this section, and the applicant shall pursue applicable variations to development, as outlined in subsections (4)(a)(2) and (4)(a)(3) of this section for the retention of Type 1 trees throughout the life of the project.

d) Tree Density Requirements. The minimum tree density shall apply to the site and shall comply with the process set forth in subsection (5) of this section.



**LAND USE CODES**

- C - COMMERCIAL
- IND - INDUSTRIAL
- LMP - LIGHT MANUFACTURING PARK
- O - OFFICE
- O/MF - OFFICE/MULTI-FAMILY
- HDR - HIGH DENSITY RESIDENTIAL
- MDR - MEDIUM DENSITY RESIDENTIAL
- LDR - LOW DENSITY RESIDENTIAL
- I - INSTITUTIONS
- P - PARK/OPEN SPACE
- BP - BUSINESS PARK
- BH - ROSE HILL BUSINESS DISTRICT
- NRH - N. ROSE HILL BUSINESS DISTRICT
- IBD - JUANITA BUSINESS DISTRICT

**Highlands Neighborhood**  
**Figure H-4: Land Use**  
 ORDINANCE NO. 4024  
 ADOPTED by the Kirkland City Council  
 December 13, 2003

**LAND USE BOUNDARIES** (thick black line)  
**SUBAREA BOUNDARY** (dashed line)  
**TOTEM CENTER** (vertical hatched pattern)  
**PUBLIC FACILITIES** (diagonal hatched pattern)

**PARCEL BOUNDARIES** (thin black line)  
**PLANNED AREA NUMBER** (FLA in a circle)  
**LAND USE CODE** (LDR in a circle)  
**DENSITY (UNITS/ACRE)** (number in a circle)  
 NOTE: WHERE NOT SHOWN, NO DENSITY SPECIFIED  
 \*INDICATES CLUSTERED LOW DENSITY



Maps produced January 3, 2006  
 Produced by the City of Kirkland. © 2006, the City of Kirkland. All rights reserved.  
 No warranties of any sort, including but not limited to accuracy, fitness or merchantability, accompany this map.

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**15.05 User Guide.**

The charts in KZC 15.10 contain the basic zoning regulations that apply in each RS 35, RS 12.5, RS 8.5, RS 7.2 and RS 5.0 zones of the City. Use these charts by reading down the left hand column entitled Use. Once you locate the use in which you are interested, read across to find the regulations that apply to that use.

|   |  |
|---|--|
|  <p><b>Zone<br/>RS</b></p> | <p><b>Section 15.08 – GENERAL REGULATIONS</b><br/>                 The following regulations apply to all uses in this zone unless otherwise noted:</p>  |
|   | <p>1. Refer to Chapter 1 KZC to determine what other provisions of this code may apply to the subject property.</p>  |
|   | <p>2. If any portion of a structure is adjoining a low density zone, then either:<br/>                 a. The height of that portion of the structure shall not exceed 15 feet above average building elevation, or<br/>                 b. The horizontal length of any facade of that portion of the structure which is parallel to the boundary of the low density zone shall not exceed 50 feet.<br/>                 See KZC 115.30, Distance Between Structures/Adjacency to Institutional Use, for further details.<br/>                 (Does not apply to Detached Dwelling Unit and Mini-School or Mini-Day-Care Center uses).</p> |
|   | <p>3. May not use lands waterward of the high waterline to determine lot size or to calculate allowable density.</p>   |
|   | <p>4. May also be regulated under the Shoreline Master Program, KMC Title 24.</p>  |

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**DIRECTIONS: FIRST, read down to find use... THEN, across for REGULATIONS**

| USE<br>REGULATIONS          | Required Review Process | MINIMUMS  |                                 |   | MAXIMUMS     |                          |                                       | Special Regulations<br>(See also General Regulations) |      |                        |   |
|-----------------------------|-------------------------|---|---------------------------------|---|--------------|--------------------------|---------------------------------------|---|------|------------------------|---|
|                             |                         | Lot Size  | REQUIRED YARDS<br>(See Ch. 115) |   | Lot Coverage | Height of Structure      | Landscape Category<br>(See Ch. 95)    |   |      |                        |   |
|                             |                         |   | Front                           | Side  |              |                          |                                       |   | Rear |                        |   |
| .010 Detached Dwelling Unit | None                    | As established on the Zoning Map. See Spec. Reg. 1. | 20'<br>See Spec. Reg. 3.        | 5', but 2 side yards must equal at least 15 feet. | 10'          | 50%<br>See Spec. Reg. 5. | 25' above average building elevation. | E   | A    | 2.0 per dwelling unit. | <p>Required Parking Spaces<br/>(See Ch. 105)</p> <p>Sign Category<br/>(See Ch. 100)</p> |



## MAINTENANCE AGREEMENT - LANDSCAPE STRIP AND SIDEWALK

Parcel Data File: \_\_\_\_\_, Kirkland

This agreement is entered into between each of the undersigned owners of real property and the City of Kirkland in consideration of approval by the City of a land use permit under City of Kirkland File/Permit No. \_\_\_\_\_ for the hereinafter described real property in Kirkland, King County, Washington, and Section 110.60.5, Kirkland Ordinance 3719, and subsequent amendatory ordinances. For the purposes of this agreement, the phrase "Landscape Strip" shall mean the landscaped portion of the public right-of-way fronting the hereinafter described real property. For this file, the specific right(s)-of-way (is) (are): \_\_\_\_\_.

Each undersigned owner hereby agrees to plant the Landscape Strip abutting the lot or lots owned by such owner when required by the City with vegetation approved by the City and to install root deflectors for any street trees therein planted as may be required by Sections 110.30, 110.35, 110.40, 110.45, or 110.50, Ordinance 3719. Each undersigned owner further agrees to maintain such vegetation and, in the meantime, to maintain the vegetation presently within the Landscape Strip.

Each undersigned owner hereby agrees to keep the sidewalk fronting the hereinafter described property clean and litter-free.

Each of the undersigned owners agree to defend, pay, and save harmless the City of Kirkland, its officers, agents, and employees from any and all claims of every nature whatsoever, real or imaginary, which may be made against the City, its officers, agents, or employees for any damage to property or injury to any person arising out of the maintenance of said Landscape Strips abutting said owner's property or the actions of the undersigned owners in carrying out the responsibilities under this agreement, excepting therefrom only such claims as may arise solely out of the gross negligence of the City of Kirkland, its officers, agents, or employees.

This Agreement shall be binding upon the heirs, successors and assigns of each of the undersigned owners and shall run with the land. This Agreement shall, at the expense of the undersigned owners, be recorded by the City of Kirkland with the King County Department of Elections and Records.

The real property owned by the undersigned and the subject property of this Agreement is situated in Kirkland, King County, Washington, and described as follows:

Exhibit A

DATED at Kirkland, Washington, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

ATTACHMENT 18  
SP206-00314

**(Sign in blue ink)**

**(Individuals Only)**

OWNER(S) OF REAL PROPERTY (INCLUDING SPOUSE)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**(Individuals Only)**

STATE OF WASHINGTON)

County of King ) SS.  
 )

On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me, the undersigned,  
a Notary Public in and for the State of Washington, duly commissioned and  
sworn, \_\_\_\_\_ personally appeared

and

\_\_\_\_\_ to  
me known to be the individual(s) described herein and who executed the  
Maintenance Agreement – Landscape Strip and Sidewalk and acknowledged  
that \_\_\_\_\_ signed the  
same as \_\_\_\_\_ free and  
voluntary act and deed, for the uses and purposes therein mentioned.

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

\_\_\_\_\_  
Notary's Signature

\_\_\_\_\_  
Print Notary's Name

Notary Public in and for the State of Washington, Residing at:

\_\_\_\_\_  
My commission expires: \_\_\_\_\_

**(Partnerships Only)**

OWNER(S) OF REAL PROPERTY

\_\_\_\_\_  
(Name of Partnership or Joint Venture)

\_\_\_\_\_  
By General Partner

\_\_\_\_\_  
By General Partner

\_\_\_\_\_  
By General Partner

**(Partnerships Only)**

STATE OF WASHINGTON)

County of King ) SS.  
)

On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, \_\_\_\_\_ personally appeared

and \_\_\_\_\_ to me, known \_\_\_\_\_ to be general partners of \_\_\_\_\_, the partnership that executed the Maintenance Agreement – Landscape Strip and Sidewalk and acknowledged the said instrument to be the free and voluntary act and deed of each personally and of said partnership, for the uses and purposes therein set forth, and on oath stated that they were authorized to sign said instrument.

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

\_\_\_\_\_  
Notary's Signature

\_\_\_\_\_  
Print Notary's Name

Notary Public in and for the State of Washington, Residing at:

My commission expires: \_\_\_\_\_

**(Corporations Only)**

OWNER(S) OF REAL PROPERTY

\_\_\_\_\_  
(Name of Corporation)

\_\_\_\_\_  
By President

\_\_\_\_\_  
By Secretary

**(Corporations Only)**

STATE OF WASHINGTON)

County of King ) SS.  
)

On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, \_\_\_\_\_ personally appeared \_\_\_\_\_

and \_\_\_\_\_  
\_\_\_\_\_ to me, known to be the President and Secretary, respectively, of \_\_\_\_\_,

the corporation that executed the Maintenance Agreement – Landscape Strip and Sidewalk and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth, and on oath stated that they were authorized to sign said instrument and that the seal affixed is the corporate seal of said corporation.

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

\_\_\_\_\_  
Notary's Signature

\_\_\_\_\_  
Print Notary's Name

Notary Public in and for the State of Washington, Residing at: \_\_\_\_\_

My commission expires: \_\_\_\_\_



## SAVE HARMLESS AGREEMENT - WETLAND

The undersigned, being all of the owners of the hereinafter described real property, hereby agree to indemnify, defend, and save harmless the City of Kirkland, its officers and employees from any claim, real or imaginary, filed against the City of Kirkland, its officers, or employees, alleging damage or injury caused by fault on the part of the undersigned, their employees or agents, and/or the City of Kirkland, its officers, or employees and arising out of maintenance, flooding, damming or enlargement of the wetland existing on the hereinafter described real property; provided, however, this agreement shall not include damage resulting from the sole fault of the City of Kirkland, its officers, or employees. Fault as herein used shall have the same meaning as set forth in RCW 4.22.01. This Agreement shall also include all reasonable cost and expense, including attorney's fees, incurred by the City of Kirkland in investigation and/or defense of any such claim.

This Agreement shall be binding upon the heirs, successors, and assigns of the parties hereto and shall run with the land.

The real property subject to this Agreement is situated in Kirkland, King County, Washington, and described as follows:

DATED at Kirkland, Washington, this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

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| ATTACHMENT <u>19</u> |
| <u>SP006-00014</u>   |

**(Sign in blue ink)**

***(Individuals Only)***

OWNER(S) OF REAL PROPERTY (INCLUDING SPOUSE)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

***(Individuals Only)***

STATE OF WASHINGTON)

) SS.

County of King )

On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, \_\_\_\_\_ personally appeared \_\_\_\_\_ and \_\_\_\_\_

to me known to be the individual(s) described herein and who executed the Save Harmless Agreement - Wetland and acknowledged that \_\_\_\_\_ signed the same as \_\_\_\_\_ free and voluntary act and deed, for the uses and purposes therein mentioned.

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

\_\_\_\_\_  
Notary's Signature

\_\_\_\_\_  
Print Notary's Name

Notary Public in and for the State of Washington, Residing at:

My commission expires: \_\_\_\_\_

**(Partnerships Only)**

OWNER(S) OF REAL PROPERTY

\_\_\_\_\_  
(Name of Partnership or Joint Venture)

\_\_\_\_\_  
By General Partner

\_\_\_\_\_  
By General Partner

\_\_\_\_\_  
By General Partner

**(Partnerships Only)**

STATE OF WASHINGTON)

County of King ) SS.

On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, \_\_\_\_\_ personally appeared \_\_\_\_\_ and \_\_\_\_\_

\_\_\_\_\_ to me, known to be general partners of \_\_\_\_\_, the partnership that executed the Save Harmless Agreement - Wetland and acknowledged the said instrument to be the free and voluntary act and deed of each personally and of said partnership, for the uses and purposes therein set forth, and on oath stated that they were authorized to sign said instrument.

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

\_\_\_\_\_  
Notary's Signature

\_\_\_\_\_  
Print Notary's Name  
Notary Public in and for the State of Washington, Residing at:

My commission expires: \_\_\_\_\_

**(Corporations Only)**

OWNER(S) OF REAL PROPERTY

\_\_\_\_\_  
(Name of Corporation)

\_\_\_\_\_  
By President

\_\_\_\_\_  
By Secretary

**(Corporations Only)**

STATE OF WASHINGTON)

County of King ) SS.  
 )

On this \_\_\_\_\_ day of \_\_\_\_\_, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, \_\_\_\_\_ personally appeared

\_\_\_\_\_ and \_\_\_\_\_ to me, known to be the President and Secretary, respectively, of

\_\_\_\_\_, the corporation that executed the Save Harmless Agreement - Wetland and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth, and on oath stated that they were authorized to sign said instrument and that the seal affixed is the corporate seal of said corporation.

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

\_\_\_\_\_  
Notary's Signature

\_\_\_\_\_  
Print Notary's Name  
Notary Public in and for the State of Washington, Residing at: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

The foregoing Agreement is accepted by the City of Kirkland this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

CITY OF KIRKLAND

BY: \_\_\_\_\_