

Property Use and Development Agreement [Template]

<i>When Recorded, Return to:</i>	
THE CITY CLERK 600 Fourth Avenue, Floor 3 PO Box 94728 Seattle, Washington 98124-4728	

PROPERTY USE AND DEVELOPMENT AGREEMENT

Grantor(s):	(1)	2203 Eastlake Ave East LLC	(2)	
<input type="checkbox"/> Additional grantors on page _____				
Grantee:	(1)	The City of Seattle		
<input type="checkbox"/> Additional on page _____				
Legal Description <i>(abbreviated if necessary):</i>	Lot 1 and Lot 2, Block 8, Green's Addition to the City of Seattle, according to the Plat thereof recorded in Volume 2 of Plats, page 73.			
<input type="checkbox"/> Additional legal description on page _____:				
Assessor's Tax Parcel ID #:	2902200496 and 2902200490			
Reference Nos. of Documents Released or Assigned:				

THIS PROPERTY USE AND DEVELOPMENT AGREEMENT (the "Agreement") is executed this ___ day of _____, 2016, in favor of the CITY OF SEATTLE (the "City"), a Washington municipal corporation, by 2203 Eastlake Ave East LLC, a Washington limited liability company (the "Owner").

RECITALS

A. 2203 Eastlake Ave East LLC is the owner of that certain real property (the "Rezone Site") in the City of Seattle split-zoned Neighborhood Commercial One with a Pedestrian Overlay (NC1P-30) and Lowrise Two multifamily with a Residential Commercial Overlay (LR2 RC) shown in Attachment A and described as:

Lot 1 and Lot 2, Block 8, Green's Addition to the City of Seattle, according to the Plat thereof recorded in Volume 2 of Plats, page 73.

B. In January 2015, the Owner submitted to the City of Seattle an application under Project No. 3016024 for a rezone of the Rezone Site from Neighborhood Commercial One with a Pedestrian Overlay (NC1P-30) and Lowrise Two multifamily with a Residential Commercial Overlay (LR2 RC) to Neighborhood Commercial Two with a Pedestrian Overlay (NC2P-40). The purpose of the application is to allow the Rezone Site to accommodate the construction of a five-story structure containing 45 residential units and 3,423 square feet of commercial space at

ground level. Parking for 39 vehicles to be provided below grade. Existing structures to be demolished.

C. Seattle Municipal Code Section 23.34.004 allows the City to approve a rezone subject to "self-imposed restrictions upon the use and development of the property in order to ameliorate adverse impacts that could occur from unrestricted use and development permitted by development regulations otherwise applicable after the rezone."

NOW, THEREFORE, in consideration of the mutual agreements contained herein, the parties agree as follows:

AGREEMENT

Section 1. Agreement. Pursuant to Seattle Municipal Code Section ("SMC") 23.34.004, the Owner(s) hereby covenant, bargain and agree, on behalf of themselves and their successors and assigns, that they will comply with the following conditions in consideration of the rezone of the Rezone Site from NC1P-30 and LR2 RC to NC2P-40:

Future development of the Rezone Site is restricted to a project that complies with Master Use Permit # 3016024, once the Seattle Department of Construction and Inspections (SDCI) issues that Master Use Permit. Prior to issuing the Master Use Permit, SDCI must confirm that the drawings substantially comply with the conditions established during the design review process, including the structure design, structure height, building materials, landscaping, street improvements, parking lot design and layout, signage, and site lighting.

Future development of the Rezone Site must conform to the conditions in the Hearing Examiner's recommendation, dated January 4, 2016:

- Prior to the Issuance of a Demolition, Grading, or Building Permit the applicant shall provide a copy of a Construction Haul Route, approved by Seattle Department of Transportation to SDCI; and
- A Construction Parking Plan, approved by the Land Use Planner, is required. The Plan shall demonstrate the location of the site, the peak number of construction workers on site during the construction, the location of nearby parking lots that are identified for potential pay parking for construction workers, the number of stalls per parking lot identified, and a plan to reduce the number of construction workers to the site.

Section 2. Agreement Runs With the Land. This Agreement shall be recorded in the records of King County by the City Clerk. The covenants contained in this Agreement shall attach to and run with the land and be binding upon the Owners, their heirs, successors and assigns, and shall apply to after- acquired title of the Owners of the Property.

Section 3. Termination of Zoning Designation.

As authorized by SMC 23.76.060.C.1, the new zoning designation and the covenants listed in Section 1 of this agreement shall expire seven years after the effective date of the ordinance approving this rezone, provided that if a Master Use Permit is issued, the rezone remains in effect as authorized by SMC 23.76.060.C.1.a.2. The seven-year period is to allow sufficient time

to construct all 45 dwelling units authorized under and described under Master Use Permit (MUP) #3016024.

Section 4. Termination of Conditions.

The conditions listed in Section 1 of this Agreement shall expire at such time as the Rezone expires or is revoked pursuant to SMC 23.34.004. If the rezone does not expire, these conditions shall remain in effect until amended or repealed.

Section 5. Amendment. This Agreement may be amended or modified by agreement between Owners and the City; provided, if such amendments are approved by the City Council by ordinance.

Section 6. Exercise of Police Power. Nothing in this Agreement shall prevent the City Council from making such further amendments to the Seattle Municipal Code or Land Use Code as it may deem necessary in the public interest.

Section 7. No Precedent. The conditions contained in this Agreement are based on the unique circumstances applicable to this Property and this Agreement are not intended to establish precedent for other rezones in the surrounding area.

Section 8. Repeal as Additional Remedy. Owners acknowledge that compliance with the conditions of this Agreement is a condition of the subject rezone and that if Owners avail themselves of the benefits of this rezone but then fail to comply with the conditions of this Agreement with the City, in addition to pursuing any other remedy, the City may:

- a. revoke the rezone by ordinance and require the use of the Rezone Site to conform to the requirements of the previous NC1P-30 and LR2 RC zoning designation or some other zoning designation imposed by the City Council; and/or
- b. pursue specific performance of this Agreement.

[signature and acknowledgment on following page]

SIGNED this ____ day of ____, 2016.

2203 Eastlake Ave East LLC, a Washington limited liability company

By: John Links

Its: Manager

On this day personally appeared before me John Links, to me known to be the Manager of 2203 Eastlake Ave East LLC, a Washington limited liability company, that executed the foregoing instrument, and acknowledged such instrument to be the free and voluntary act and deed of such limited liability company, for the uses and purposes therein mentioned, and on oath stated that he was duly authorized to execute such instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this ____ day of ____, 2016.

		Printed Name _____
		NOTARY PUBLIC in and for the State of Washington, residing at _____
		My Commission Expires _____
STATE OF WASHINGTON	}	ss.
COUNTY OF KING		

ATTACHMENT A
 REZONE MAP

