

Property Use and Development Agreement

<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)	West Seattle Church of the Nazarene	(2)	n/a
<input type="checkbox"/> Additional grantors on page <u>n/a</u>				
Grantee:	(1)	The City of Seattle		
<input type="checkbox"/> Additional on page <u>n/a</u>				
Legal Description <i>(abbreviated if necessary):</i>	See below.			
<input type="checkbox"/> Additional legal description on page <u>n/a</u> :				
Assessor's Tax Parcel ID #:	762570-2370			
Reference Nos. of Documents Released or Assigned:	n/a			

THIS PROPERTY USE AND DEVELOPMENT AGREEMENT (the "Agreement") is executed this th day of , 2017, in favor of the CITY OF SEATTLE (the "City"), a Washington municipal corporation, by WEST SEATTLE CHURCH OF THE NAZARENE (the "Owner").

RECITALS

A. WEST SEATTLE CHURCH OF THE NAZARENE is the owner of that certain real property (the "Rezone Site") in the City of Seattle zoned Single-Family 5000 (SF5000) shown in Attachment A and legally described as:

Lots 3, 4 and 5, Block 28, Sea View Park Addition, according to the plat thereof recorded in Volume 13 of Plats, Page 80, records of King County, WA.

Except that portion of Lot 3, said Block 28 being more particularly described as follows:

Beginning at the N.E. corner of said Lot 3; thence S 01°08'37" W, along the east line of said Lot 3 for a distance of 1.17 ft.; thence N 88°50'08" W, 59.06 ft.; thence N 01°08'37" E, 1.12 ft. to the north line of said Lot 3; thence S 88°52'51" E, 59.06 ft. to the Point of Beginning.

B. On August 25, 2016, the Owner submitted to the City of Seattle a complete application under Project No. 3016200 for a rezone of the Rezone Site from SF5000 to Lowrise 1 (LR1). The application was deemed complete on August 31, 2016. The purpose of the application is to allow the Rezone Site to accommodate three townhouse structures with a total of six units, and an open space community park area with various amenities. The proposal includes parking for 12 vehicles within attached garages.

C. Per SMC 23.58C.015, the requirements of Chapter 23.58C apply where the provisions of the zone refer to that Chapter or through the terms of a contract rezone according to SMC 23.34.004.

D. Seattle Municipal Code Section 23.34.004 allows the City to approve a rezone subject to execution, delivery and recording of a PUDA containing "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" and restrictions applying the provisions of Chapter 23.58C to the property.

E. SDCI Director's Rule 14-2016 (April 6, 2017) determines the performance and payment requirements that shall be applied under SMC 23.58C in a contract rezone like the one sought by Owner.

F. The project for which the contract rezone is sought contains no commercial use so no requirements under Chapter 23.58B would apply.

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 hereby covenants, bargains and agrees, on behalf of itself and its successors and assigns, that it will comply with the following conditions in consideration of the rezone of the Rezone Site from Single Family 5000 (SF5000) to Lowrise 1 (LR1) (the "Rezone"):

- a) Development of the Rezone Site is restricted to a project developed in substantial conformance with the final approved plans for Master Use Permit number 3016200.
- b) The provisions of Seattle Municipal Code Chapter 23.58C shall apply to the Rezone Site. For purposes of application of Chapter 23.58C, development of the Rezone Site shall be subject to the following performance or payment requirements: 9% of units for the performance option or \$20.00 per square foot for the payment option.

Section 2. Agreement Runs With the Land. This Agreement shall be recorded in the records of King County by the City Clerk. The covenants hereof shall be deemed to attach to and run with the land and shall be binding upon the Owner, its heirs, successors and assigns, and shall apply to after-acquired title of the Owner of the Rezone Site.

Section 3. Termination of Conditions.

The conditions listed in Section 1 of this Agreement shall expire if the Rezone expires according to SMC 23.76.060.C, or if the Rezone is revoked pursuant to SMC 23.34.004.

Section 4. Amendment. This Agreement may be amended or modified by agreement between Owner and the City, if such amendments are approved by the City Council by ordinance.

Section 5. 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 6. No Precedent. The conditions contained in this Agreement are based on the unique circumstances applicable to the Rezone Site and this Agreement is not intended to establish precedent for other rezones in the surrounding area.

Section 7. Repeal as Additional Remedy. Owner acknowledges that compliance with the conditions of this Agreement is a condition of the Rezone and that if Owner avails itself of the benefits of the Rezone but then fails to comply with the conditions of this Agreement, 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 SF5000 zoning designation or some other zoning designation imposed by the City Council; and/or
- b. pursue specific performance of this Agreement.

SIGNED this ____ day of ____, 2017.

West Seattle Church of the Nazarene

By: ____

Shaun Mattson

Its: Lead Pastor

On this day personally appeared before me Shaun Mattson, to me known to be the Lead Pastor of West Seattle Church of the Nazarene that executed the foregoing instrument, and acknowledged such instrument to be a free and voluntary act and deed of such Church, 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 ____, 2017.

		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

DRAFT

