

**CITY OF SEATTLE**  
**ORDINANCE** 126990  
**COUNCIL BILL** 120737

AN ORDINANCE relating to land use and zoning; amending Chapter 23.32 of the Seattle Municipal Code at pages 111 and 112 of the Official Land Use Map to rezone the property at 1620 16th Avenue from Lowrise 3 with an M Mandatory Housing Affordability Suffix (LR3 (M)) to Neighborhood Commercial 3 with a 65-foot height limit and M1 Mandatory Housing Affordability Suffix (NC3-65 (M1)); and accepting a Property Use and Development Agreement as a condition of rezone approval. (Application of Daniel Goddard, Weinstein A+U, C.F. 314400, SDCI Project 3030517-LU)

**BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:**

Section 1. This ordinance rezones the property (“Property”) commonly known as 1620 16th Avenue, legally described as follows:

LOT 2 OF BLOCK 11 OF RENTON’S ADDITION TO THE CITY OF SEATTLE,  
ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 3 OF PLATS,  
PAGE 118, RECORDS OF KING COUNTY, WASHINGTON.

Section 2. Pages 111 and 112 of the Official Land Use Map, Seattle Municipal Code Section 23.32.016, is amended to rezone the property described in Section 1 of this ordinance, and shown in Exhibit A to this ordinance, from Lowrise 3 with an M Mandatory Housing Affordability Suffix (LR3 (M)) to Neighborhood Commercial 3 with a 65-foot height limit and M1 Mandatory Housing Affordability Suffix (NC3-65 (M1)). Approval of this rezone is conditioned on complying with the Property Use and Development Agreement (PUDA) approved in Section 4 of this ordinance.

Section 3. The zoning designation of this ordinance shall remain in effect until the Property is rezoned by subsequent Council action.

Section 4. The PUDA attached to this ordinance as Exhibit B is approved and accepted.

Section 5. The City Clerk is authorized and directed to file the PUDA with the King County Recorder's Office; to file the original PUDA along with this ordinance at the City Clerk's Office upon return of the recorded PUDA from the King County Recorder's Office; and to deliver copies of the PUDA and this ordinance to the Director of the Seattle Department of Construction and Inspections and to the King County Assessor's Office.

Section 6. This ordinance, effectuating a quasi-judicial decision of the City Council and not subject to Mayoral approval or disapproval, shall take effect and be in force 30 days from and after its passage and approval by the City Council.

Passed by the City Council the 23 day of January, 2024,  
and signed by me in open session in authentication of its passage this 23 day of  
January, 2024.



President \_\_\_\_\_ of the City Council

Filed by me this 26th day of January, 2023.



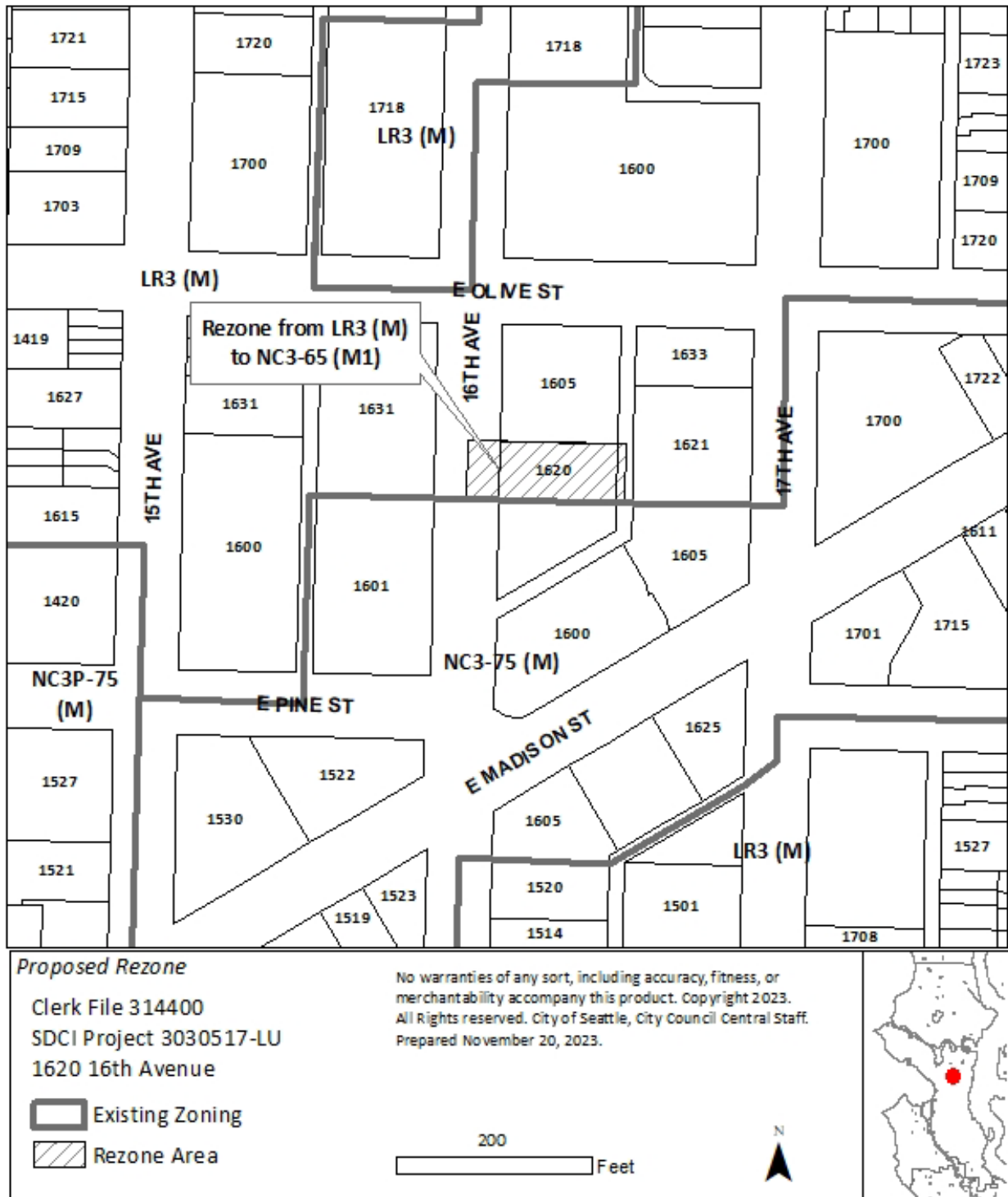
Scheereen Dedman, City Clerk

(Seal)

Exhibits:

Exhibit A – Rezone Map

Exhibit B – Property Use and Development Agreement for 1620 16th Avenue



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

## PROPERTY USE AND DEVELOPMENT AGREEMENT

<b>Grantor(s):</b>	JEWISH FAMILY SERVICE OF SEATTLE
<b>Grantee:</b>	THE CITY OF SEATTLE
<b>Legal Description</b> <i>(abbreviated if necessary):</i>	LOT 2 OF BLOCK 11 OF RENTON'S ADDITION TO THE CITY OF SEATTLE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 3 OF PLATS, PAGE 118, RECORDS OF KING COUNTY, WASHINGTON.
<b>Assessor's Tax Parcel ID #:</b>	7234600470
<b>Reference Nos. of Documents Released or Assigned:</b>	n/a

## PROPERTY USE AND DEVELOPMENT AGREEMENT

THIS PROPERTY USE AND DEVELOPMENT AGREEMENT (the "Agreement") is executed this 5th day of December, 2023, in favor of the CITY OF SEATTLE (the "City"), a Washington municipal corporation, by JEWISH FAMILY SERVICE OF SEATTLE, a Washington Nonprofit Corporation ("Owner").

## RECITALS

A. JEWISH FAMILY SERVICE OF SEATTLE, is the owner of that certain real property consisting of a parcel ("Property") in the City of Seattle currently zoned Lowrise 3 with

an M Mandatory Housing Affordability Suffix (LR3 (M)), shown in Attachment 1 and legally described as:

LOT 2 OF BLOCK 11 OF RENTON'S ADDITION TO THE CITY OF SEATTLE,  
ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 3 OF PLATS, PAGE  
118, RECORDS OF KING COUNTY, WASHINGTON.

B. In 2018, the Owner submitted to the City an application under Project No. 3030517-LU for a rezone of the Property from Lowrise 3 (LR3) to Neighborhood Commercial 3-65 with an M1 Mandatory Housing Affordability designation (NC3-65' (M1)) (the "Rezone"). Subsequent to the rezone application, the City added an M Mandatory Housing Affordability designation to the LR3 zone, resulting in the current LR3 (M) designation.

C. Seattle Municipal Code Section 23.34.004 allows the City to approve a rezone subject to "self-imposed restrictions" upon the development of the Property.

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 covenants, bargains, and agrees, on behalf of itself and its successors and assigns that it will comply with the following condition in consideration of the Rezone:

Development of the rezoned property shall be in substantial conformance with the approved plans for Master Use Permit 3030517-LU.

**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 Owner.

**Section 3. Amendment.** This Agreement may be amended or modified by agreement between the Owner and the City; provided any amendments are approved by the City Council by ordinance.

**Section 4. Exercise of Police Power.** Nothing in this Agreement shall prevent the City Council from making further amendments to the Seattle Municipal Code or Land Use Code as it may deem necessary in the public interest.

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

**Section 6. Repeal as Additional Remedy.** Owner acknowledges that compliance with the conditions of this Agreement is a condition of the subject rezone and that if the Owner avails itself of the benefits of this rezone but then fails 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 Property to conform to the requirements of the previous zoning designation or some other zoning designation imposed by the City Council; and
- b. Pursue specific performance of this Agreement.

[signature and acknowledgment on following page]

SIGNED this 5 day of December, 2023.

JEWISH FAMILY SERVICE OF SEATTLE, a Washington Nonprofit Corporation

By: Will B.

Name: Will B. Berhovitz

Its: CEO

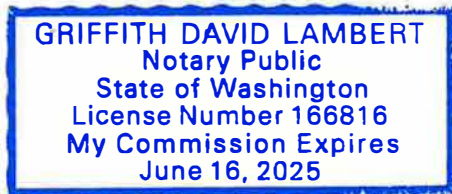
STATE OF WASHINGTON

COUNTY OF KING

} ss.

This record was acknowledged before me on DECEMBER 5<sup>TH</sup>, 2023 by  
WILL BERHOVITZ as CEO of Jewish Family Service of Seattle, a  
Washington Nonprofit Corporation.

[Stamp Below]



[Signature]  
Signature

NOTARY PUBLIC in and for the State of Washington

My Commission

Expires 6/16/25

# ATTACHMENT 1

