

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):		Wallace Properties - Park at Northgate, LLC		
Grantee:		The City of Seattle		
Legal Description <i>(abbreviated if necessary):</i>	see <i>Recital A</i>			
Assessor's Tax Parcel ID #:	2926049617, 2926049626			
Reference Nos. of Documents Released or Assigned:	n/a			

THIS PROPERTY USE AND DEVELOPMENT AGREEMENT (the "Agreement") is executed this ___ day of _____, 2022, in favor of the CITY OF SEATTLE (the "City"), a Washington municipal corporation, by Wallace Properties – Park at Northgate, LLC, a Washington limited liability company ("Owner").

RECITALS

A. Wallace Properties – Park at Northgate, LLC, is the owner of that certain real property consisting of two parcels (collectively "Property") in the City of Seattle currently zoned Lowrise 3 multifamily residential with an M Mandatory Housing Affordability Suffix (LR3 (M)), shown in Attachment A and legally described as:

Parcel I (North Site):

THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 29, TOWNSHIP 26 NORTH, RANGE 4 EAST OF THE WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON. EXCEPT THE EAST 38.00 FEET THEREOF. AND EXCEPT THE WEST 30.00 FEET THEREOF AND EXCEPT THAT PORTION THEREOF DESCRIBED AS FOLLOWS: BEGINNING IN THE SOUTH LINE OF SAID SUBDIVISION AT A POINT 30.00 FEET WEST OF THE SOUTHEAST CORNER THEREOF; THENCE NORTH, PARALLEL WITH THE EAST LINE OF SAID SUBDIVISION, 75.00 FEET; THENCE WEST, PARALLEL WITH THE SOUTH LINE OF SAID SUBDIVISION, 270.00 FEET; THENCE SOUTH PARALLEL WITH THE EAST LINE OF SAID SUBDIVISION, 30.00 FEET; THENCE SOUTHWESTERLY ON A CURVE TO THE RIGHT HAVING A RADIUS OF 45.00 FEET, THROUGH AN ANGLE OF 91°06'53" A DISTANANCE OF 71.56 FEET TO THE SOUTH LINE OF SAID SUBDIVISION; THENCE EAST, ALONG SAID LINE, 315 FEET, MORE OR LESS TO THE POINT OF BEGINNING.

Parcel II (South Site):

THE EAST 180 FEET OF THE WEST 210 FEET OF THE NORTH HALF OF THE WEST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 26 NORTH, RANGE 4 EAST OF THE WILLAMETTE MERIDIAN IN KING COUNTY, WASHINGTON. EXCEPT THE NORTH 30 FEET THEREOF. AND EXCEPT THE SOUTH 30 FEET THEREOF FOR ROAD.

B. In December 2019, the Owner submitted to the City an application under Project No. 3033517-LU for a rezone of the Property from LR3 (M) to Midrise with an M1 Mandatory Housing Affordability Suffix (MR (M1)) (the "Rezone").

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 conditions in consideration of the Rezone:

- (a) As part of the first permit for future development on the South Site, submit a restoration plan for the area of the South Site encumbered by the riparian management area. The restoration plan shall be consistent with the applicable requirements of the Environmental Critical Areas ordinance (SMC 25.09).

- (b) Future development of the North Site and South Site shall comply with the performance requirements of MHA (SMC 23.58B and/or 23.58C) (as opposed to paying the fee in lieu).
- (c) Future development of the North Site and South Site shall comply with the standards of the Multifamily Tax Exemption (MFTE) Program (SMC 5.73), or its successor program, and shall have the goal of providing at least 20% of all residential units on site that meet the affordability requirements of the MFTE Program in place at the time of MFTE Program application.
- (d) Future development of the North Site shall provide an east-west pedestrian connection from Roosevelt Way NE to 8th Avenue NE that is publicly accessible.
- (e) Future development of the North Site shall include study of vehicular access to the site and provide vehicular access via Roosevelt Way NE if consistent with the Land Use Code. Additional conditions may be imposed consistent with city codes and regulations.

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 pages]

SIGNED this ____ day of ____, 2022.

Wallace Properties – Park at Northgate, LLC, a Washington limited liability company

By: ____

Kevin Wallace
Manager

On this day personally appeared before me ____, to me known to be the ____, of ____, 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 ____, 2022.

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

ATTACHMENT A
REZONE MAP

