

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):		Housing Authority of the City of Seattle		
Grantee:		The City of Seattle		
Legal Description <i>(abbreviated if necessary):</i>	see <i>Recital A</i> , below			
Assessor's Tax Parcel ID #:	7663700391 (part)			
Reference Nos. of Documents Released or Assigned:	n/a			

THIS PROPERTY USE AND DEVELOPMENT AGREEMENT (the "Agreement") is executed this ___ day of _____, 2021, in favor of the CITY OF SEATTLE (the "City"), a Washington municipal corporation, by the Housing Authority of the City of Seattle, a Washington public body corporate and politic (the "Owner").

RECITALS

A. The Owner is the owner of that certain real property ("Parcel 2") in the City of Seattle currently partially zoned Single Family 7200 ("SF7200"), shown in Attachment A. The portion of Parcel 2 subject to the rezone is legally described as:

THE SOUTH 70 FEET OF THE WEST 148 FEET OF THE FOLLOWING; UNIT LOT B OF SEATTLE SP #3005055 REC #20071120900003 AND AMENDED UNDER RECORDING NUMBER #20071130000724, RECORDS OF KING COUNTY.

B. In February 2017, the Owner submitted to the City an application under Project No. 3023581 for a rezone of portions of Parcel 2 from Single Family 7200 to Lowrise 3 in conjunction with 14302 Development, LLC, owner of the parcel adjacent to Parcel 1 to the south.

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) The rezone includes a Mandatory Housing Affordability designation of M2 for the portion of Parcel 2 subject to the rezone.
- (b) Development of the rezoned property shall be subject to the requirements of SMC 23.58B and/or 23.58C.

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 Owner, its 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 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 _____, 2021.

Housing Authority of the City of Seattle, a Washington public body corporate and politic

By: Rodrick C. Brandon

Rodrick C. Brandon
Executive Director


STATE OF
WASHINGTON }

SS.

COUNTY OF KING

On this day personally appeared before me Rodrick C. Brandon, to me known to be the Executive Director, of Housing Authority of the City of Seattle, a Washington public body corporate and politic, that executed the foregoing instrument, and acknowledged such instrument to be the free and voluntary act and deed of such entity, for the uses and purposes therein mentioned, and on oath stated that he/she was duly authorized to execute such instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 25th day of October 2021.

	Printed Name <u>Suzette Johnson</u>
	NOTARY PUBLIC in and for the State of Washington, residing at <u>Seattle, WA</u>
	My Commission Expires <u>6/24/24</u>

ATTACHMENT A
REZONE MAP

