SEATTLE CITY COUNCIL

Legislative Summary

CB 118750

Record No.: CB 118750 **Type:** Ordinance (Ord) **Status:** Passed

Version: 1 **Ord. no:** Ord 125102 **In Control:** City Clerk

File Created: 07/22/2016

Final Action: 08/08/2016

Title: AN ORDINANCE relating to land use and zoning; amending Chapter 23.32 of the Seattle Municipal Code at page 90 of the Official Land Use Map to rezone property located at 1511 Dexter Avenue North from Neighborhood Commercial 3-40 (NC3-40) to Neighborhood Commercial 3-65 (NC3-65), and accepting a Property Use and Development Agreement as a condition of rezone approval. (Petition by Bellwether Housing, C.F. 314315, SDCI Project 3015682)

Date

Notes:

Filed with City Clerk:

Mayor's Signature:

Sponsors: Johnson

Vetoed by Mayor:

Veto Overridden:

Veto Sustained:

Attachments: Ex B - Property Use and Development Agreement

Drafter: patrick.wigren@seattle.gov

Filing Requirements/Dept Action:

History of Legislative File

Legal Notice Published: ☐ Yes ☐ No

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Council President's Office	07/27/2016	sent for review	Planning, Land Use, and Zoning Committee			
	Action Text: The Council Bill (CB) was sent for review. to the Planning, Land Use, and Zoning Committee **Notes:**						
1	Full Council	08/01/2016	referred	Planning, Land Use, and Zoning Committee			
1	Planning, Land Use, and Zoning Committee	08/02/2016	pass				Pass
	Action Text: The Committee recommends that Full Council pass the Council Bill (CB). In Favor: 3 Chair Johnson, Vice Chair O'Brien, Member Herbold Opposed: 0						

1	Full Council	08/08/2016	passed as amended	Pass

Action Text: The Motion carried, the Council Bill (CB) was passed as amended by the following vote, and the President signed the Bill:

Notes: ACTION 1:

Motion was made by Councilmember Johnson, duly seconded and carried, to amend Council Bill 118750, Exhibit B, by substituting an executed Property Use and Development Agreement for the non-executed Property Use and Development Agreement.

ACTION 2:

Motion was made and duly seconded to pass Council Bill 118750 as amended.

In Favor: 8 Councilmember Bagshaw, Councilmember Burgess, Councilmember González , Council President Harrell, Councilmember Herbold, Councilmember Johnson, Councilmember Juarez, Councilmember O'Brien

Opposed: 0

1	City Clerk	08/08/2016	attested by City Clerk

Action Text: The Ordinance (Ord) was attested by City Clerk.

Notes:

CITY OF SEATTLE

ORDINANCE 125102

COUNCIL BILL 118750

AN ORDINANCE relating to land use and zoning; amending Chapter 23.32 of the Seattle Municipal Code at page 90 of the Official Land Use Map to rezone property located at 1511 Dexter Avenue North from Neighborhood Commercial 3-40 (NC3-40) to Neighborhood Commercial 3-65 (NC3-65), and accepting a Property Use and Development Agreement as a condition of rezone approval. (Petition by Bellwether Housing, C.F. 314315, SDCI Project 3015682)

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. This ordinance rezones the following legally described lots ("the Property") commonly known as 1511 Dexter Avenue North:

Addressed as 650 Galer Street:

The westerly 38 feet of Lots 1 and 2, Block 2, Union Lake Addition Supplemental to the City of Seattle, according to the plat thereof recorded in Volume 2 of Plats, page 177, records of King County Washington

Addressed as 1511 Dexter Avenue North:

Parcel A

Lots 1 and 2, Block 2, Union Lake Addition Supplemental to the City of Seattle, according to the plat thereof recorded in Volume 2 of Plats, page 177, records of King County Washington;

Except the west 38 feet thereof;

Except that portion thereof condemned in King County Superior Court Case Number 61981 for the widening of Dexter Avenue, as provided by the City Seattle Ordinance Number 17628 of the City of Seattle.

Parcel B

Lot 3, Block 2, Union Lake Addition Supplemental to the City of Seattle, according to the plat thereof recorded in Volume 2 of Plats, page 177, records of King County Washington;

Except that portion thereof condemned in King County Superior Court Case Number 61981 for the widening of Dexter Avenue, as provided by the City of Seattle Ordinance Number 17628 of the City of Seattle.

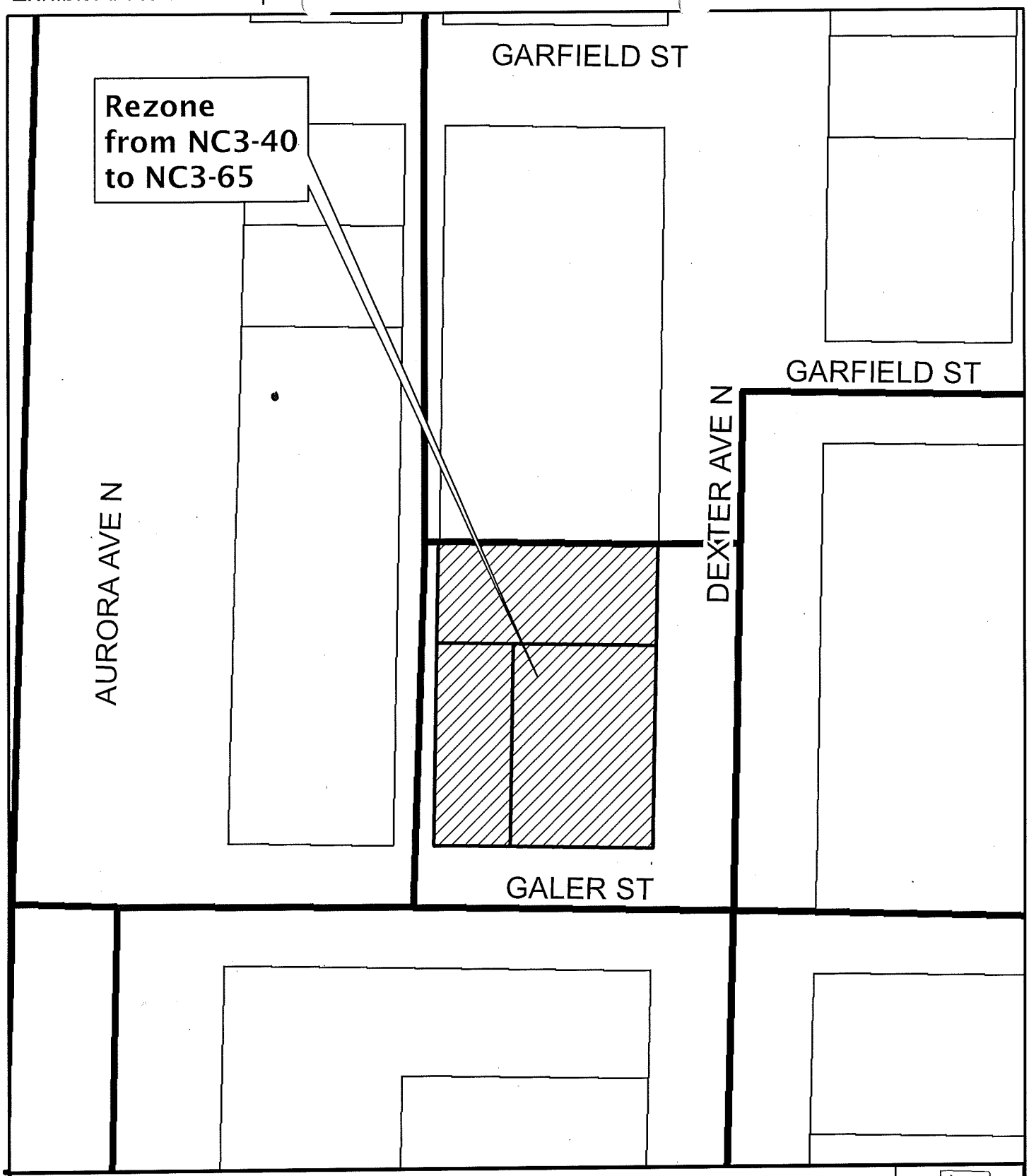
Section 2. Page 90 of the Official Land Use Map, Seattle Municipal Code Section 23.32.016, is amended to rezone the Property described in Section 1 of this ordinance, and shown in Exhibit A to this ordinance, from Neighborhood Commercial 3 with a 40-foot height limit (NC3-40) to Neighborhood Commercial 3 with a 65-foot height limit (NC3-65). Approval of this rezone is conditioned upon complying with the Property Use and Development Agreement (PUDA) approved in Section 4 of this ordinance.

Section 3. The zoning designation established by Section 2 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 Records and Elections Division; to file, upon return of the recorded PUDA from the King County Records and Elections Division, the original PUDA along with this ordinance at the City Clerk'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.

Exhibit A: Rezone Map



Proposed Rezone
Clerk File 314315
SDCI Application No. 3015682
1511 Dexter Avenue North

Rezone area

No warranties of any sort, including accuracy, fitness, or merchantability accompany this product. Copyright 2016. All Rights Reserved.
City of Seattle, City Council.
Prepared July 18, 2016
Council Central Staff-GIS.

N

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 8th day of August, 2016, and signed by me in open session in authentication of its passage this 8th day of August, 2016.

President _____ of the City Council

Filed by me this 8th day of August, 2016.

Monica Martinez Simmons, City Clerk

(Seal)

Exhibits:
Exhibit A – Rezone Map
Exhibit B – Property Use and Development Agreement

Property Use and Development Agreement

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

PROPERTY USE AND DEVELOPMENT AGREEMENT

Grantor(s):	(1)	1511 Dexter Limited Partnership		
Grantee:	(1)	The City of Seattle		
Legal Description (*abbreviated if necessary*):		see *Recital A*, below		
Assessor's Tax Parcel ID #:		8807900050, 8807900051, and 8807900055		
Reference Nos. of Documents Released or Assigned:		n/a		

THIS PROPERTY USE AND DEVELOPMENT AGREEMENT (the "Agreement") is executed this 25th day of July, 2016, in favor of the CITY OF SEATTLE (the "City"), a Washington municipal corporation, by 1511 Dexter Limited Partnership, a Washington limited partnership (the "Owner").

RECITALS

A. 1511 Dexter Limited Partnership is the owner of that certain real property (the "Rezone Site") in the City of Seattle currently zoned Neighborhood Commercial 3 with a 40 foot height limit (NC3-40), shown in Attachment A and described as:

Addressed as 650 Galer Street:

The westerly 38 feet of Lots 1 and 2, Block 2, Union Lake Addition Supplemental to the City of Seattle, according to the plat thereof recorded in Volume 2 of Plats, page 177, records of King County Washington

Addressed as 1511 Dexter Avenue North:

Parcel A

Lots 1 and 2, Block 2, Union Lake Addition Supplemental to the City of Seattle, according to the plat thereof recorded in Volume 2 of Plats, page 177, records of King County Washington;

Except the west 38 feet thereof;

Section 5. 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.

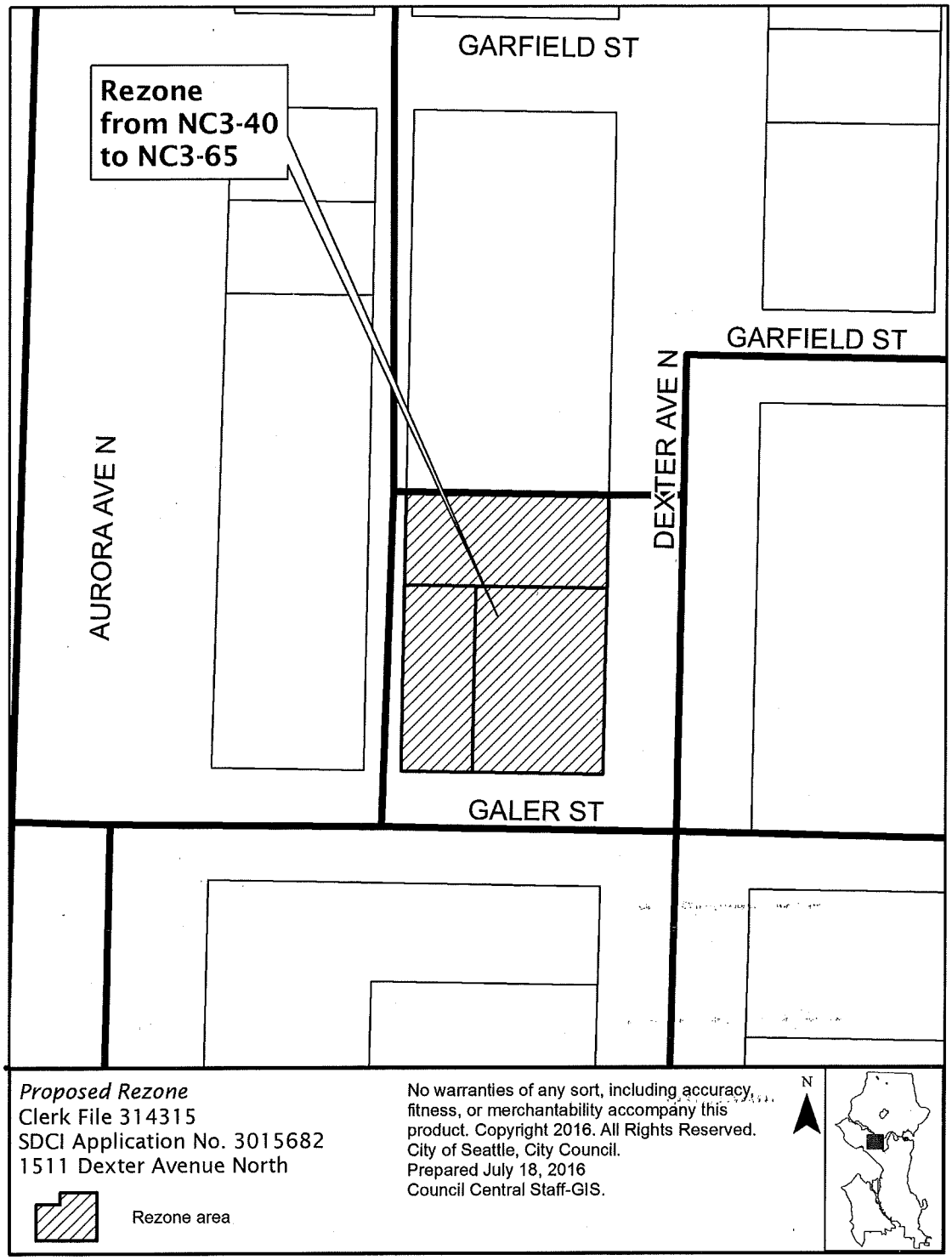
Section 6. Repeal as Additional Remedy. Owner acknowledges that compliance with the conditions of this Agreement is a condition of the subject rezone and that if Owner avails itself of the benefits of this rezone but then fails to comply with the conditions of this Agreement with the City, in addition to pursuing any other remedy, the City may:

a. Revoke the rezone by ordinance and require the use of the Rezone Site to conform to the requirements of the previous NC3-40 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]

ATTACHMENT A
REZONE MAP



Return Address:

Seattle City Clerk's Office

600 4th Avenue, Floor 3

P O Box 94728

Seattle, WA 98124 - 4728

20160908000503
SEATTLE CITY C AG 78.00
PAGE-001 OF 006
09/08/2016 11:45
KING COUNTY, WA

WASHINGTON STATE RECORDER'S Cover Sheet (RCW 65.04)

Please print or type information

Document Title(s) (or transaction contained therein):

1. Property Use and Development Agreement accepted by Ordinance 125102

Grantor(s)

☐ 1511 Dexter Limited Partnership

Grantee(s) (Last name first, then first name and initials)

☐ 1.City of Seattle

☐ 2.

Legal description (abbreviated: i.e. lot, block, plat or section, township, range)

Additional legal on page 1 & 2 of document

☐ N/A

Lots 1, 2 and 3, Block 2, Union Lake Addition Supplemental to the City of Seattle

Assessor's Property Tax Parcel/Account Number

8807900050, 8807900051, 8807900055

☐ Assessor Tax # not yet assigned.

☐ N/A

The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

I am requesting an emergency nonstandard recording for an additional fee as provided in RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some part of the text of the original document.

_____ Signature of Requesting Party

Property Use and Development Agreement

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

PROPERTY USE AND DEVELOPMENT AGREEMENT

Grantor(s):	(1)	1511 Dexter Limited Partnership		
Grantee:	(1)	The City of Seattle		
Legal Description (*abbreviated if necessary*):		see *Recital A*, below		
Assessor's Tax Parcel ID #:		8807900050, 8807900051, and 8807900055		
Reference Nos. of Documents Released or Assigned:		n/a		

THIS PROPERTY USE AND DEVELOPMENT AGREEMENT (the "Agreement") is executed this 25th day of July, 2016, in favor of the CITY OF SEATTLE (the "City"), a Washington municipal corporation, by 1511 Dexter Limited Partnership, a Washington limited partnership (the "Owner").

RECITALS

A. 1511 Dexter Limited Partnership is the owner of that certain real property (the "Rezone Site") in the City of Seattle currently zoned Neighborhood Commercial 3 with a 40 foot height limit (NC3-40), shown in Attachment A and described as:

Addressed as 650 Galer Street:

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Addressed as 1511 Dexter Avenue North:

Parcel A

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Except the west 38 feet thereof;

Except that portion thereof condemned in King County Superior Court Case Number 61981 for the widening of Dexter Avenue, as provided by the City Seattle Ordinance Number 17628 of the City of Seattle.

Parcel B

Lot 3, Block 2, Union Lake Addition Supplemental to the City of Seattle, according to the plat thereof recorded in Volume 2 of Plats, page 177, records of King County Washington;

Except that portion thereof condemned in King County Superior Court Case Number 61981 for the widening of Dexter Avenue, as provided by the City Seattle Ordinance Number 17628 of the City of Seattle.

B. In June 2015, the Owner submitted to the City an application under Project No. 3015682 for a rezone of the Rezone Site from Neighborhood Commercial 3-40 (NC3-40) to Neighborhood Commercial 3-65 (NC3-65).

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 covenants, bargains, and agrees, on behalf of itself and its successors and assigns that it will comply with the conditions identified in the Director's Analysis and Recommendation dated April 14, 2016 in consideration of the rezone of the Rezone Site from NC3-40 to NC3-65.

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 of the Rezone Site.

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 Rezone Site 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 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 Rezone Site to conform to the requirements of the previous NC3-40 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]

perty

SIGNED this 25th day of July, 2016.

1511 Dexter Limited Partnership, a Washington limited partnership

By: HRG Development LLC

Its: General Partner

By: Bellwether Housing

Its: Managing Member

By: _____

Name: Alice Shobe

Its: Interim Executive Director

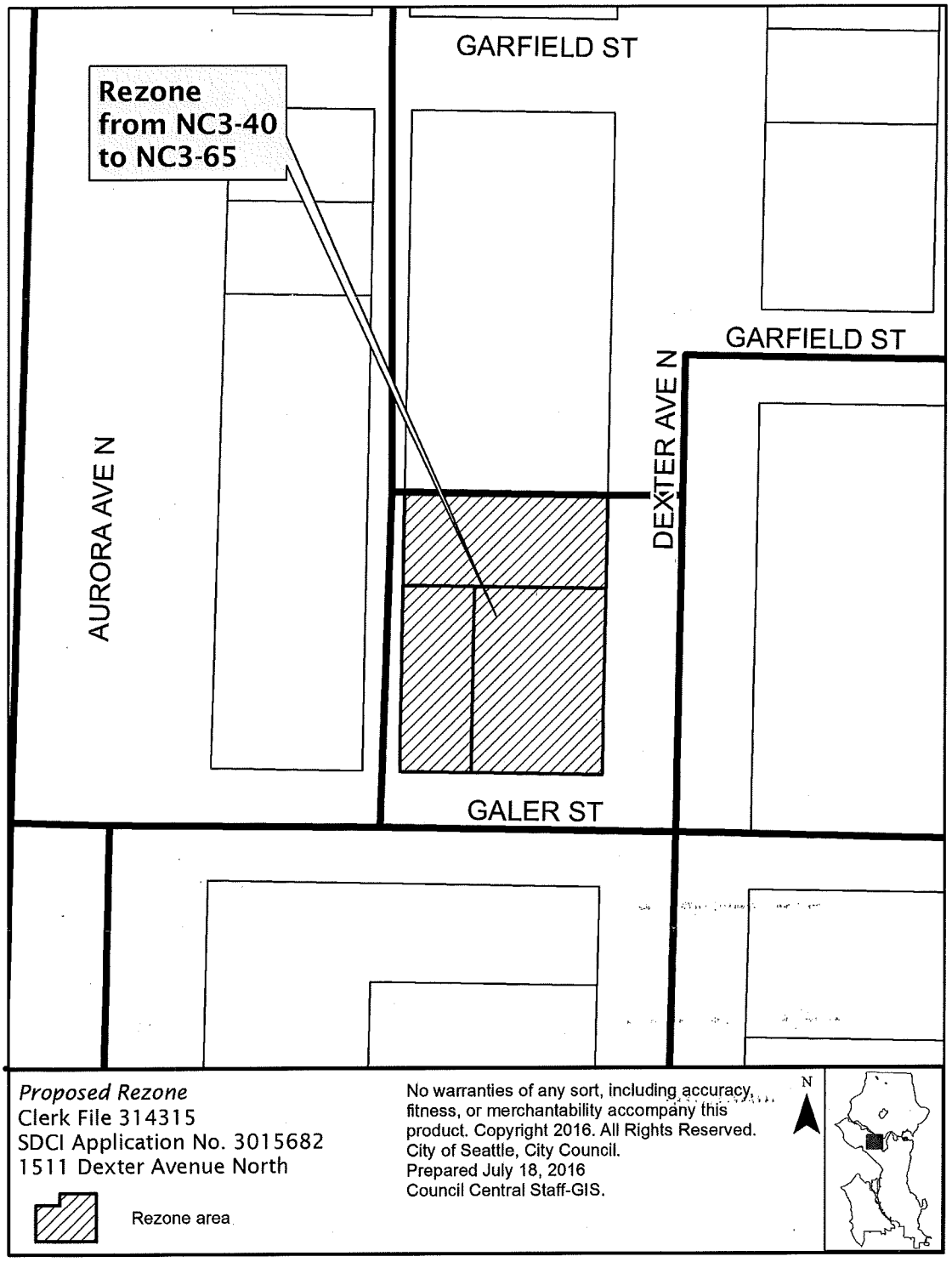
On this day personally appeared before me Alice Shobe, to me known to be the Interim Executive Director of Bellwether Housing, Managing Member of HRG Development LLC, General Partner of 1511 Dexter Limited Partnership, a Washington limited partnership, that executed the foregoing instrument, and acknowledged 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 she was duly authorized to execute such instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 25 day of July, 2016.

CHRISTINE SNODGRASS STANLEY NOTARY PUBLIC COMMISSION EXPIRES 1-29-19 STATE OF WASHINGTON		Printed Name Christine Snodgrass Stanley
		NOTARY PUBLIC in and for the State of Washington, residing at Seattle, WA
		My Commission Expires 1/29/19
STATE OF WASHINGTON COUNTY OF KING	}	ss.

ATTACHMENT A

REZONE MAP



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Seattle City Clerk's Office

600 4th Avenue, Floor 3

P O Box 94728

Seattle, WA 98124 - 4728

20160908000783
SEATTLE CITY C AG 76.00
PAGE-001 OF 004
09/08/2016 14:29
KING COUNTY, WA

WASHINGTON STATE RECORDER'S Cover Sheet (RCW 65.04)

Please print or type information

Document Title(s) (or transaction contained therein): (Insert Ordinance or Resolution Number Here)

1. Joinder to PUDA, accepted by Ordinance No. 125102

Grantor(s)

☐ 1.Citiscape Owners Association

☐ Additional names on page___ of document.

Grantee(s) (Last name first, then first name and initials)

☐ 1.City of Seattle

☐ 2.

Legal description (abbreviated: i.e. lot, block, plat or section, township, range)

Additional legal on page _1 & 2__ of document recorded as 2016090800503

☐ Lots 1, 2, and 3, Block 2, Union Lake Addition Supplemental to the City of Seattle.

Assessor's Property Tax Parcel/Account Number

#____8807900050, 880790051, 8807900055_____

☐ Assessor Tax # not yet assigned.

☐ N/A

The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

I am requesting an emergency nonstandard recording for an additional fee as provided in RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some part of the text of the original document.

_____ Signature of Requesting Party

Recording Requested by and
After Recording Return to:

Foster Pepper PLLC
1111 Third Avenue, Suite 3000
Seattle, WA 98101-3299
Attention: Nathan Luce

FILED
CITY OF SEATTLE

2016 SEP -7 PM 2: 25

CITY CLERK

JOINDER AGREEMENT

Grantor:	**Citiscape Owners Association,** a Washington nonprofit corporation
Grantee:	The City of Seattle
Legal Description:	Portion NE of SE 32-27-4 Complete legal description attached as Exhibit A
Reference No.:	20160908000503
Assessor's Tax Parcel ID#:	8807900050; 8807900051; 8807900055

JOINDER AGREEMENT

This Joinder Agreement (this "**Joinder Agreement**") is made effective as of the 7th day of SEPT, 2016, by Citiscape Owners Association, a Washington nonprofit corporation ("**Citiscape**"), for the purpose of joining in that certain Property Use and Development Agreement dated July 25, 2016 originally between 1511 Dexter Limited Partnership, a Washington limited partnership ("**1511 Dexter**") and the City of Seattle (the "**City**") and recorded under King County Recording No. 20160908000503 (the "**PUDA**"). Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the PUDA.

RECITALS

WHEREAS, the Recitals to the PUDA incorrectly identify 1511 Dexter as the owner of the property commonly known as 650 Galer Street, Seattle, WA, King County Parcel Number 8807900051 and legally described on page 1 of the PUDA (the "**Citiscape Property**");

WHEREAS, Citiscape is the correct owner of the Citiscape Property; and

WHEREAS, Citiscape desires to enter into this Joinder Agreement in order to subject the Citiscape Property to the terms and conditions of the PUDA.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Citiscape hereby agrees as follows.

AGREEMENT

1. Recitals. The foregoing recitals are true and correct and are hereby incorporated as though fully set forth herein.

2. Joinder in Use Restrictions. Citiscape hereby consents to and joins in the PUDA with respect to the Citiscape Property. Accordingly, the term "Owner" as used in the PUDA shall be deemed to mean 1511 Dexter and Citiscape, with regard to their respective properties.

3. Unenforceability. If any provision of this Joinder Agreement is held to be invalid, illegal or unenforceable in any respect, such invalidity or unenforceability will not affect the remainder of such provision or any other provision of this Joinder Agreement.

[*Remainder of page intentionally left blank; signatures follow.*]

FILED
CITY OF SEATTLE
2016 SEP -7 PM 2:25
CITY CLERK

IN WITNESS WHEREOF, the undersigned had executed this Joinder Agreement effective as of the day and year first above written.

CITISCAPE:

CITISCAPE OWNERS ASSOCIATION,
a Washington nonprofit corporation

By: _____
Name: Ross A. French
Title: President of the Board

STATE OF WASHINGTON
ss.
COUNTY OF KING

I certify that I know or have satisfactory evidence that ROSS FRENCH is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the PRESIDENT of Citiscape Owners Association, a Washington nonprofit corporation, to be the free and voluntary act of such entity for the uses and purposes mentioned in the instrument.

Dated this 7th day of SEPT, 2016.

_____
(Signature of Notary)
J. RICHARD ARAMBURU
(Legibly Print or Stamp Name of Notary)
Notary public in and for the state of Washington, residing at Seattle
My appointment expires 12/10/18

J. RICHARD ARAMBURU
NOTARY PUBLIC
COMMISSION EXPIRES 12-10-18
STATE OF WASHINGTON