

Ordinance No. 121585

Council Bill No. 114928

The City of Seattle Council Bill/Ordinance

Relating to land use and zoning, amending Plat 40W, page 110 of the Official Land Use Map, to rezone property located at 703 Columbia Street, from Highrise (HR) to Neighborhood Commercial 3 with a 160-foot height limit (NC3-160) and accepting a Property Use and Development Agreement in connection therewith. (Petition of Regional Trustee Services, C.F. 305861, Project Number 22027131)

9/8/04 PASS AS AME
9/13/04 PASSED AS

CF No. _____

Date Introduced: JUN 14 2004		
Date 1st Referred: JUN 14 2004	To: (committee) Urban Development & Planning	
Date Re - Referred:	To: (committee)	
Date Re - Referred:	To: (committee)	
Date of Final Passage: 9/13/04	Full Council Vote: 9-0	
Date Presented to Mayor:	Date Approved:	
Date Returned to City Clerk:	Date Published: 7/21/04	T.O. <input checked="" type="checkbox"/> F.T. <input checked="" type="checkbox"/>
Date Vetoed by Mayor:	Date Veto Published:	
Date Passed Over Veto:	Veto Sustained:	

This file is complete and ready

Law Dept. Review

Council Bill/Ordinance sponsored by: _____

Peter Stanback

Councilmember

Committee Action:

9/8/04 PASS AS AMENDED 2-0 (PS, RC)

9/13/04 PASSED AS AMENDED 9-0

This file is complete and ready for presentation to Full Council.

Committee: _____

(initials)

Law Dept. Review

OMP
Review

(Handwritten mark)
City Clerk
Review

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ORDINANCE 121585

AN ORDINANCE relating to land use and zoning, amending Plat 40W, page 110 of the Official Land Use Map, to rezone property located at 703 Columbia Street, from Highrise (HR) to Neighborhood Commercial 3 with a 160-foot height limit (NC3-160) and accepting a Property Use and Development Agreement in connection therewith. (Petition of Regional Trustee Services, C.F. 305861, Project Number 2202713)

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. This Ordinance affects the following described property (the "Property"):

Lot 1 in Block 56 of Terry's First Addition to the Town of Seattle.

Section 2. The Official Land Use Map zone classification for the Property, as adopted by Ordinance 110381 and last amended by Ordinance 121474, and established on page 110 of the Official Land Use Map, is amended to rezone the Property from Highrise (HR) to Neighborhood Commercial 3 with a 160-foot height limit (NC3-160), as shown in "Exhibit A," attached to this Ordinance.

Section 3. The Property Use and Development Agreement, attached to this Ordinance as "Exhibit B," that was executed by Regional Holdings, LLC, (formerly Regional Trustee Services Corporation), owner of the Property, by which said owner agrees to certain restrictions upon the Property to ameliorate the adverse impacts of uses and developments otherwise permitted in the NC3-160 zone upon property in the vicinity, is hereby approved and accepted.

Section 4. Pursuant to SMC Section 23.76.060B(1)(b), the rezone of the Property shall expire and be of no force and effect two (2) years from the effective date of this rezone, if the owner fails to satisfy the requirements of Section 23.76.060B.

Section 5. The City Clerk is hereby authorized and directed to file said Property Use and Development Agreement, attached to this ordinance as Exhibit B, and a copy of this Ordinance at the King County Records and Elections Division, to file, upon return of the recorded Agreement from the



1 King County Records and Elections Division, the original of said Property Use and Development
2 Agreement with this Ordinance at the City Clerk's Office, and to deliver copies of the same to the
3 Director of the Department of Planning and Development and to the King County Assessor's Office.

4 Section 6. This Ordinance, effectuating a quasi-judicial decision of the City Council and not
5 subject to mayoral approval or disapproval, shall take effect and be in force thirty (30) days from and
6 after its passage and approval by the City Council.

7
8 Passed by the City Council the 13th day of September, 2004, and signed by me in open session
9 in authentication of its passage this 13th day of September, 2004.

10
11 
President _____ of the City Council

12
13 Filed by me this 14 day of Sept, 2004.

14 
City Clerk

15 (Seal)

16
17 **Exhibit A:** Rezone Map

18 **Exhibit B:** Property Use and Development Agreement

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Exhibit A (Rezone Map)

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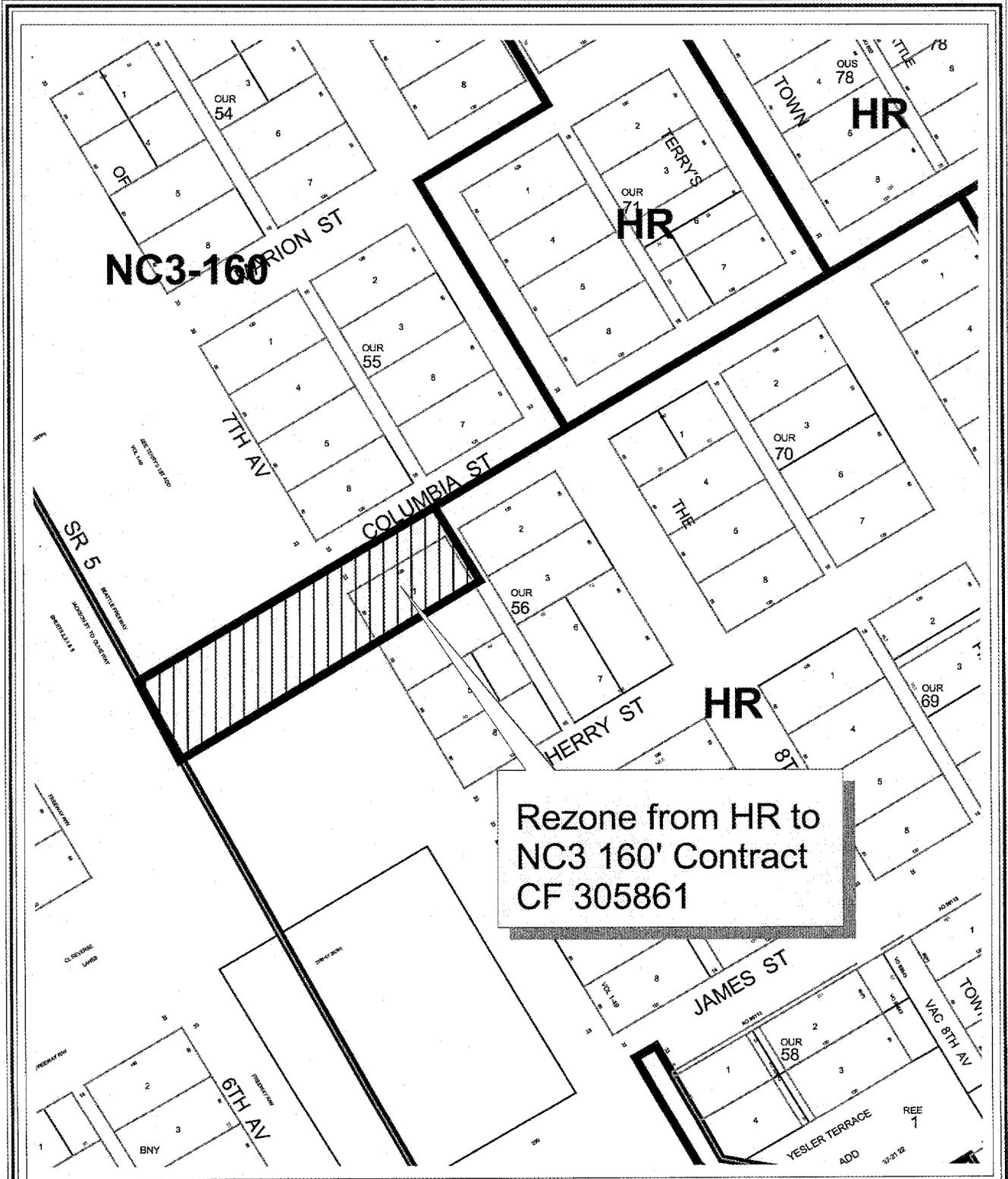
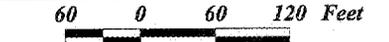


Exhibit "A" Comptroller's File # 305861
DPD MUP Application # 2202713
Location: 703 Columbia St
Rezone: HR to NC3-160' Contract

 Zone boundaries
 Property Lines



No warranties of any sort, including accuracy, fitness, or merchantability accompany this product.
Copyright 2004, City of Seattle, All Rights Reserved
Prepared May 18, 2004



Return Address:

Seattle City Clerk's Office

600 4th Avenue, 3rd Floor City Hall

Seattle, WA 98104



Please print or type information WASHINGTON STATE RECORDER'S Cover Sheet (RCW 65.04)

Document Title(s) (or transaction contained therein): (all areas applicable to your document <u>must</u> be filled in.) 1. ORDINANCE #121585	
Re - _____ of document. AN ORDINANCE relating to land use and zoning, amending Plat 40W, page 110 of the Official Land Use Map, to rezone property located at 730 Columbia Street, from Highrise (HR) to Neighborhood Commercial 3 with a 160-foot height limit (NC3-160) and accepting a Property Use and Development Agreement in connection therewith. (Petition of Regional Trustee Services, C.F. 305861, Project Number 2202713)	
Grantor(s) (Last name first, then first name and initials) 1. City of Seattle <input type="checkbox"/> Additional names on page--- -of document.	
Grantee(s) (Last name first, then first name and initials) 1. N/A 2. Public	
Legal description (abbreviated: i.e. lot, block, plat or section, township, range) <input type="checkbox"/> Additional reference #s on page -----of document N/A Lot 1 in Block 56 of Terry's First Addition.	
Assessor's Property Tax Parcel/Account Number/ N/A <input type="checkbox"/> Assessor Tax # not yet assigned. Parcel # 8590400451 Attached to 3086003265) (See attachment)	

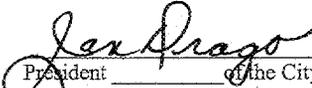
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FILED
CITY OF SEATTLE
04 NOV - 4 58 AM 9:58
CITY CLERK

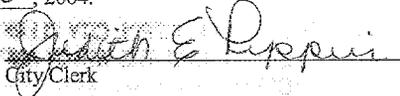
1 King County Records and Elections Division, the original of said Property Use and Development
2 Agreement with this Ordinance at the City Clerk's Office, and to deliver copies of the same to the
3 Director of the Department of Planning and Development and to the King County Assessor's Office.

4 Section 6. This Ordinance, effectuating a quasi-judicial decision of the City Council and not
5 subject to mayoral approval or disapproval, shall take effect and be in force thirty (30) days from and
6 after its passage and approval by the City Council.

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11 
12 President of the City Council

13 Filed by me this 14 day of Sept, 2004.

14 
15 City Clerk

16 (Seal)

17 Exhibit A: Rezone Map

18 Exhibit B: Property Use and Development Agreement

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When Recorded, Return to:

THE CITY CLERK
City Hall
600 4th Avenue, Floor 3
PO Box 34025
Seattle, WA 98124-4025

PROPERTY USE AND DEVELOPMENT AGREEMENT

Grantor:	1) Regional Holdings, LLC (Formerly Regional Trustee Services Corp.)	2) _____
	<input type="checkbox"/> Additional on page _____	
Grantee:	1) The City of Seattle	2) _____
	<input type="checkbox"/> Additional on page _____	
Legal Description (abbreviated):	Lot one in block 56 of Terry's First Addition to the Town of Seattle.	
	<input type="checkbox"/> Additional on: _____	
Assessor's Tax Parcel ID #:	8590400451	
Reference Nos. of Documents Released or Assigned:	Not Applicable	

THIS PROPERTY USE AND DEVELOPMENT AGREEMENT (the "Agreement") is executed this ____ day of _____, 2004 in favor of the City of Seattle, a Washington municipal corporation (herein called "City"), by Regional Holdings, LLC, a Washington corporation, sole owner of property legally described below (herein called "Owner").

RECITALS

A. The Owner is the sole owner of that certain real property in the City of Seattle described as Lot one in Block 56 of Terry's First Addition to the Town of Seattle (703 Columbia Street) and currently zoned Highrise (HR), which is the subject of this Agreement (herein called the "Property").



B. The Owner submitted to the City of Seattle an application for a contract rezone from HR to Neighborhood Commercial 3 - 160' (NC3-160).

C. Seattle Municipal Code (SMC) Section 23.34.004 allows the City to approve a contract rezone subject to "self-imposed restrictions upon the use and development of the property in order to ameliorate adverse impacts which could occur from unrestricted use and development permitted in the zone."

D. Owner has a fee simple or other beneficial interest in the Property described in paragraph A and wants the City Council to rezone the property pursuant to SMC 23.34.004.

E. The City, in approving this Agreement, has determined, pursuant to SMC 23.34.004, that the rezone of the Property, subject to the terms of this Agreement, would not be materially detrimental to the public welfare or injurious to the property in the zone or vicinity in which the Property is located.

AGREEMENT

Section 1. Zone Change Limited to Proposed Use. Pursuant to SMC 23.34.004, Owner hereby covenants, bargains and agrees, on behalf of itself and its successors and assigns, that it will comply with the following limitations and conditions in consideration of the rezone of the Property from HR to NC3-160:

- a) Expansion of the existing structure is limited to the expansion that is proposed in the plans submitted to the Department of Planning and Development (DPD) under MUP 2202713 and non-residential development on site is restricted to the expansion of the existing building as proposed in MUP 2202713;
- b) Further development on the site, under Neighborhood Commercial 3 standards, is restricted to prohibit any non-residential uses on the site above the second level of the structure, as counted above the alley along the east property line; and
- c) Residential development on site, above the second level of the structure as counted above the level of the existing alley along the east property line, is subject to the Highrise development standards of Chapter 23.45, and not the



development standards for mixed-use development in the commercial section of the Land Use Code.

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 are deemed to attach to and run with the Property and are binding upon the Owner, its heirs, successors and assigns, and apply to after-acquired title of the Owner of the Property; provided, however, the covenants herein and the rezone shall expire and be of no force and effect unless, prior to, or within two years from the effective date of the ordinance approving the contract rezone, a complete application is filed for a master use permit that is subsequently issued for the improvements contemplated in this Agreement. If a Master Use Permit for the improvements contemplated in this Agreement is issued, the contract rezone shall continue in effect unless the Master Use Permit expires pursuant to the provisions of Section 23.76.032 of the Seattle Municipal Code, prior to substantial completion of the improvements contemplated in this Agreement. If this later condition occurs, the covenants herein and the rezone shall expire and be of no force and effect.

Section 3. Amendment, Exercise of Police Power, No Precedent. This Agreement may be amended or modified only by a written agreement signed by the Owner and the City, and approved by the legislative authority of the City by ordinance. Nothing in this Agreement shall prevent the City Council from making such further amendments to the Land Use Code or exercising the City's police power, as it may deem necessary in the public interest. Owner agrees that nothing in this Agreement is intended to authorize any use or dimension not otherwise permitted in an NC3-160 zone, except as approved in this Agreement. 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 4. Benefit. This Agreement is made for the benefit of the City and for the benefit of the owners of the property within 300 feet of the Property and either the City or



any such benefited property owner may institute and prosecute any proceeding at law or in equity to enforce this Agreement.

Section 5. 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 revoke the rezone by ordinance and require the use of the Property to conform to the requirements of the previously existing HR zone.

SIGNED this 12th day of August, 2004.

OWNER
Regional Holdings, LLC

_____ a Washington Corporation

By _____

Chris Rebhuhn
Printed Name

Its Manager _____ (title).



STATE OF WASHINGTON }
COUNTY OF KING } ss.

On this day personally appeared before me Chris Rehrman,
to me known to be the Manager of Regional Holdings, LLC, the
party that executed the foregoing instrument, and acknowledged such instrument to be
the free and voluntary act and deed of such corporation, 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 12th day of
August, 2004.

JULIE A. BLUE
Printed Name
Julie A. Blue

NOTARY PUBLIC in and for the State of
Washington, residing at
King Co.

My Commission Expires
3-9-06

SIGNED this 12th day of August, 2004.

JULIE A. BLUE
STATE OF WASHINGTON
NOTARY PUBLIC
MY COMMISSION EXPIRES 3-09-06



Exhibit B
Property Use and Development Agreement

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When Recorded, Return to:

THE CITY CLERK
City Hall
600 4th Avenue, Floor 3
PO Box 34025
Seattle, WA 98124-4025

PROPERTY USE AND DEVELOPMENT AGREEMENT

Grantor:	1) Regional Holdings, LLC (Formerly Regional Trustee Services Corp.)	2) _____
	<input type="checkbox"/> Additional on page _____	
Grantee:	1) The City of Seattle	2) _____
	<input type="checkbox"/> Additional on page _____	
Legal Description (abbreviated):	Lot one in block 56 of Terry's First Addition to the Town of Seattle.	
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Assessor's Tax Parcel ID #:	8590400451	
Reference Nos. of Documents Released or Assigned:	Not Applicable	

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RECITALS

A. The Owner is the sole owner of that certain real property in the City of Seattle described as Lot one in Block 56 of Terry's First Addition to the Town of Seattle (703 Columbia Street) and currently zoned Highrise (HR), which is the subject of this Agreement (herein called the "Property").



B. The Owner submitted to the City of Seattle an application for a contract rezone from HR to Neighborhood Commercial 3 – 160' (NC3-160).

C. Seattle Municipal Code (SMC) Section 23.34.004 allows the City to approve a contract rezone subject to “self-imposed restrictions upon the use and development of the property in order to ameliorate adverse impacts which could occur from unrestricted use and development permitted in the zone.”

D. Owner has a fee simple or other beneficial interest in the Property described in paragraph A and wants the City Council to rezone the property pursuant to SMC 23.34.004.

E. The City, in approving this Agreement, has determined, pursuant to SMC 23.34.004, that the rezone of the Property, subject to the terms of this Agreement, would not be materially detrimental to the public welfare or injurious to the property in the zone or vicinity in which the Property is located.

AGREEMENT

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any such benefited property owner may institute and prosecute any proceeding at law or in equity to enforce this Agreement.

Section 5. 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 revoke the rezone by ordinance and require the use of the Property to conform to the requirements of the previously existing HR zone.

SIGNED this 12th day of August, 2004.

OWNER
Regional Holdings, LLC

a Washington Corporation

By



Chris Rebhuhn

Printed Name

Its Manager (title).



STATE OF WASHINGTON

ss.

COUNTY OF KING

On this day personally appeared before me Chris Rebhuhn,
to me known to be the Manager of Regional Holdings, LLC, the
party that executed the foregoing instrument, and acknowledged such instrument to be
the free and voluntary act and deed of such corporation, 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 12th day of
August, 2004.

JULIE A. BLUE
Printed Name
Julie A. Blue

NOTARY PUBLIC in and for the State of
Washington, residing at
King Co.

My Commission Expires
3-9-06

SIGNED this 12th day of August, 2004.

JULIE A. BLUE
STATE OF WASHINGTON
NOTARY --- PUBLIC
MY COMMISSION EXPIRES 3-09-06



Bob Morgan:
June 10, 2004
Name of Companion Legislation: Clerk File 305862
Version #: 1

Form revised March 16, 2004

FISCAL NOTE FOR NON-CAPITAL PROJECTS

Department:	Contact Person/Phone:	DOF Analyst/Phone:
Legislative	Bob Morgan 684-8150	NA

Legislation Title: AN ORDINANCE relating to land use and zoning, amending Plat 40W, page 110 of the Official Land Use Map, to rezone property located at 703 Columbia Street, from Highrise (HR) to Neighborhood Commercial 3 with a 160-foot height limit (NC3-160) and accepting a Property Use and Development Agreement in connection therewith. (Petition of Regional Trustee Services, C.F. 305861, Project Number 2202713)

- **Summary of the Legislation:** This ordinance would rezone property at 703 Columbia Street from Highrise to Neighborhood Commercial 3, with a 160-foot height limit.
- **Background:** *(Include brief description of the purpose and context of legislation and include record of previous legislation and funding history, if applicable):* This legislation would approve a quasi-judicial rezone. This is the application of Regional Trustee Services. DPD and the Hearing Examiner have reviewed the proposal and made recommendations. The matter is before the Council for review according to quasi-judicial procedures.
- *Please check one of the following:*

X **This legislation does not have any financial implications.** *(Stop here and delete the remainder of this document prior to saving and printing.)*



From: Margaret Klockars
To: Bob Morgan
Date: 6/4/04 12:01PM
Subject: Re: Regional Trustee Services

I'll sign off on it with a note that the attachments and supporting findings of fact and conclusions have not been reviewed.

>>> Bob Morgan 06/04/04 11:14AM >>>

This new version has only one change from the last one I sent. I changed the period within which they need to act on their project to three years. This is the period included in the Hearing Examiner conditions.

If this looks OK, I can either bring a yellow form to you, or sign one with your authorization.

Thanks, Margaret.



From: Margaret Klockars
To: Bob Morgan
Date: 9/9/04 8:39AM
Subject: Re: Regional Trustee Services (703 Columbia)

It all rings a bell. If you haven't already, do indicate law dept review.

>>> Bob Morgan 09/08/04 05:06PM >>>

I have emails that we exchanged. I made changes to documents based on your recommendations and looked at the revised versions & said OK.

>>> Margaret Klockars 09/08/04 04:52PM >>>

From: Margaret Klockars
Sent: Wednesday, September 08, 2004 4:52 PM
To: Bob Morgan
Subject: Re: Regional Trustee Services (703 Columbia)
Priority: Normal

Yes, if you're sure I did. My brain is so stuffed with ordinances, etc, right now that I can't remember what I've reviewed.

>>> Bob Morgan 09/08/04 04:39PM >>>

We exchanged a number of emails in review of the Findings, Conclusion and Decision and the PUDA, which you signed-off on, but the yellow form in the blue Council Bill jacket still has the note I added back in June that says: "Attachments (PUDA) and supporting findings of fact and conclusions have not been reviewed."

Can I add a note that you have reviewed and approved the FC&D and PUDA?

Thank you.



ORDINANCE _____

1
2 AN ORDINANCE relating to land use and zoning, amending Plat 40W, page 110 of the Official Land
3 Use Map, to rezone property located at 703 Columbia Street, from Highrise (HR) to
4 Neighborhood Commercial 3 with a 160-foot height limit (NC3-160) and accepting a Property
5 Use and Development Agreement in connection therewith. (Petition of Regional Trustee
6 Services, C.F. 305861, Project Number 2202713)

7
8 **BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:**

9 Section 1. This Ordinance affects the following described property (the "Property"):

10 Lot 1 in block 56 of Terry's First Addition to the Town of Seattle.

11 Section 2. The Official Land Use Map zone classification for the Property, as adopted by
12 Ordinance 110381 and last amended by Ordinance 121474, and established on page 110 of the Official
13 Land Use Map, is amended to rezone the Property from Highrise (HR) to Neighborhood Commercial 3
14 with a 160-foot height limit (NC3-160), as shown in "Exhibit A," attached to this Ordinance.

15 Section 3. The Property Use and Development Agreement, attached to this Ordinance as
16 "Exhibit B," that was executed by Regional Holdings, LLC, (formerly Regional Trustee Services
17 Corporation), owner of the Property, by which said owner agrees to certain restrictions upon the
18 Property to ameliorate the adverse impacts of uses and developments otherwise permitted in the NC3-
19 160 zone upon property in the vicinity, is hereby approved and accepted. The President of the City
20 Council is hereby authorized to execute the Agreement on behalf of the City.

21 Section 4. Pursuant to SMC Section 23.76.060B(1)(b), the rezone of the Property shall expire
22 and be of no force and effect three (3) years from the effective date of this rezone ordinance unless an
23 application is filed for a Master Use Permit for the building described in Exhibit B and that building is
24 completed and a Certificate of Occupancy obtained from DPD within the time permit authority is active
and valid.

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Section 5. The City Clerk is hereby authorized and directed to file said Property Use and Development Agreement, attached to this ordinance as Exhibit B, and a copy of this Ordinance at the King County Records and Elections Division, to file, upon return of the recorded Agreement from the King County Records and Elections Division, the original of said Property Use and Development Agreement with this Ordinance at the City Clerk's Office, and to deliver copies of the same to the Director of the Department of Planning and Development and to the King County Assessor's Office.

Section 6. This Ordinance shall take effect and be in force thirty (30) days from and after its passage and approval by the City Council.

Passed by the City Council the ____ day of _____, 2004, and signed by me in open session in authentication of its passage this ____ day of _____, 2004.

President _____ of the City Council

Filed by me this ____ day of _____, 2004.

City Clerk

(Seal)

Exhibit A: Rezone Map

Exhibit B: Property Use and Development Agreement

Exhibit B
Property Use and Development Agreement

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STATE OF WASHINGTON – KING COUNTY

--SS.

177113
CITY OF SEATTLE, CLERKS OFFICE

No. ORDINANCE IN FULL

Affidavit of Publication

The undersigned, on oath states that he is an authorized representative of The Daily Journal of Commerce, a daily newspaper, which newspaper is a legal newspaper of general circulation and it is now and has been for more than six months prior to the date of publication hereinafter referred to, published in the English language continuously as a daily newspaper in Seattle, King County, Washington, and it is now and during all of said time was printed in an office maintained at the aforesaid place of publication of this newspaper. The Daily Journal of Commerce was on the 12th day of June, 1941, approved as a legal newspaper by the Superior Court of King County.

The notice in the exact form annexed, was published in regular issues of The Daily Journal of Commerce, which was regularly distributed to its subscribers during the below stated period. The annexed notice, a

CT:121585 ORD IN FULL

was published on

9/23/2004

Mel D

Subscribed and sworn to before me on

9/23/2004

Jennifer A. Patzer

Notary public for the State of Washington,
residing in Seattle



