

Ordinance No. 122787

~~116289~~
 Council Bill No. 116289
 2203 UNION

AN ORDINANCE relating to land use and zoning; amending Chapter 23.32 of the Seattle Municipal Code at page 112 of the Official Land Use Map (Vol. 8 of Plats, Page 68, Records of King County), to rezone property located at 2203 East Union Street from Neighborhood Commercial 2 Pedestrian with a 40 foot height limit (NC2P-40) to Neighborhood Commercial 2 Pedestrian with a 65-foot height limit (NC2P-65), accepting a Property Use and Development Agreement in connection therewith, and modifying parking requirements. (Jim Mueller, C.F. 308565, DPD Project 3005925)

CF No. _____

Date Introduced:	8.4.08	
Date 1st Referred:	To: Planning, Land Use & Neighborhoods (PLUNC)	
Date Re - Referred:	To: (committee)	
Date Re - Referred:	To: (committee)	
Date of Final Passage:	Full Council Vote: 7-0	
Date Presented to Mayor:	Date Approved: <i>[Signature]</i>	
Date Returned to City Clerk:	Date Published: 3	T.O. <input checked="" type="checkbox"/> F.T. <input checked="" type="checkbox"/>
Date Vetted by Mayor:	Date Veto Published:	
Date Passed Over Veto:	Veto Sustained:	

The City of Seattle - Legislative Department

Council Bill/Ordinance sponsored by: No Sponsor Required
 Councilmember

Committee Action:

8/21/8 ADRA 2-0 SC, TB

9/8/08 Passed 7-0 (Excused: Conlin, Drago)

This file is complete and ready for presentation to Full Council. Committee: _____ (initial/date)

Law Dept. Review OMP Review City Clerk Review Electronic Copy Loaded Indexed

ORDINANCE 122787

AN ORDINANCE relating to land use and zoning; amending Chapter 23.32 of the Seattle Municipal Code at page 112 of the Official Land Use Map (Vol. 8 of Plats, Page 68, Records of King County), to rezone property located at 2203 East Union Street from Neighborhood Commercial 2 Pedestrian with a 40 foot height limit (NC2P-40) to Neighborhood Commercial 2 Pedestrian with a 65-foot height limit (NC2P-65), accepting a Property Use and Development Agreement in connection therewith, and modifying parking requirements. (Jim Mueller, C.F. 308565, DPD Project 3005925)

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. This Ordinance affects the following legally described property (the "Property"), commonly known as 2203 East Union Street:

Lot 1 and the north one-half of lot 2, Block 7, Renton Hill Addition to the City of Seattle, according to the plat thereof recorded in Volume 8 of Plats, page 68, records of King County, Washington.

Section 2. The Official Land Use Map zone classification for the Property, established on page 112 of the Official Land Use Map, as adopted by Ordinance 110381 and last modified by Ordinance 122727, is amended to rezone the Property from Neighborhood Commercial 2 Pedestrian with a 40 foot height limit (NC2P-40) to Neighborhood Commercial 2 Pedestrian with a 65-foot height limit (NC2P-65) as shown in "Exhibit A," attached to this Ordinance. The Official Land Use Map zone classification is conditioned upon performance and continued compliance with the conditions of the Property Use and Development Agreement referenced in Section 3.

Section 3. The Property Use and Development Agreement, attached to this Ordinance as "Exhibit B," executed by 2203 East Union L.L.C., owner ("Owner") of the Property, by which



1 said Owner agrees to certain restrictions upon the use and development of the Property to
2 ameliorate the adverse impacts of uses and developments that would otherwise be permitted in
3 the NC2P-65 zone, which restrictions are directly related to the impacts expected to result from
4 the rezone, is hereby approved and accepted.

5
6 Section 4. The City Council determines that reduction of the number of required parking
7 spaces from 95 to 74 is necessary to achieve a better development than would otherwise result
8 from the application of regulations of the zone, and that the reduction would not be materially
9 detrimental to the public welfare or injurious to property in the zone or vicinity in which the
10 Property is located. Pursuant to Seattle Municipal Code Section 23.34.004 B, the number of
11 parking spaces required for the development is reduced from 95 to 74.

12
13 Section 5. The rezone approval of the Property expires, pursuant to Section 23.76.060 B
14 of the Seattle Municipal Code, two (2) years from the effective date of approval, unless, within
15 the two (2) year period, an application is filed for a Master Use Permit, which permit is
16 subsequently issued. If the Master Use Permit is subsequently issued, the rezone approval
17 expires when the Master Use Permit expires pursuant to Section 23.76.032. If the Master Use
18 permit is issued and the owner has received a permanent certificate of occupancy for the entire
19 project prior to expiration of the Master Use Permit, the rezone remains in effect unless revoked
20 pursuant to Section 23.34.004.

21
22
23 Section 6. The City Clerk is hereby authorized and directed to file said Property Use and
24 Development Agreement, attached to this ordinance as Exhibit B, at the King County Records
25 and Elections Division; to file, upon return of the recorded agreement from the King County
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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 7. 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 thirty (30) days from and after its passage and approval by the City Council.

Passed by the City Council the 8th day of September, 2008, and signed by me in open session in authentication of its passage this 8th day of September, 2008.

Richard J. Moran
President _____ of the City Council

Filed by me this 8th day of September, 2008.

Judith E. Papp
City Clerk

(Seal)

Exhibit A: Rezone Map

Exhibit B: Property Use and Development Agreement



Exhibit A: Rezone Map

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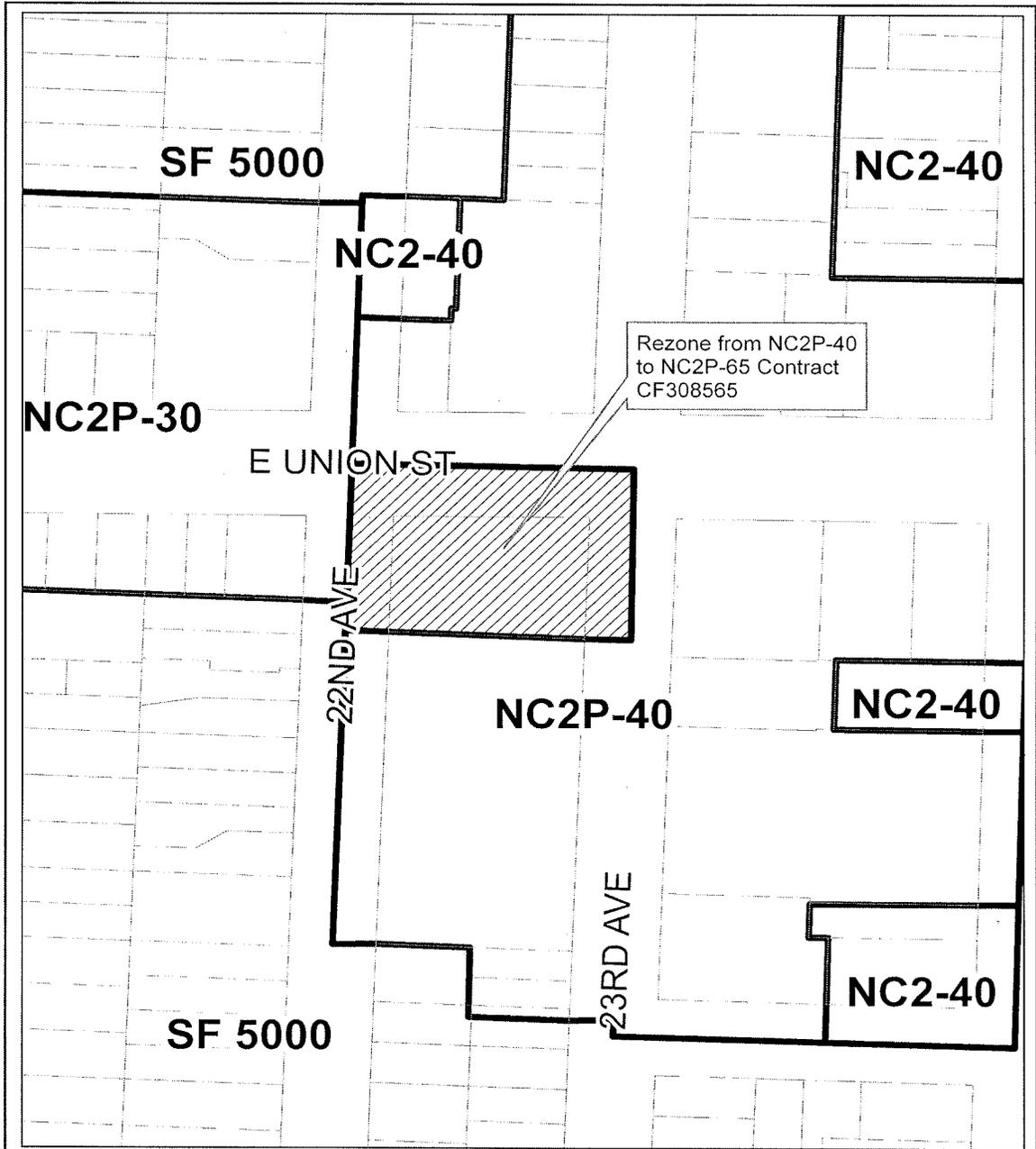


Exhibit "A"
2203 E Union ST
DPD project # 3005925
Rezone from NC2P-40
to NC2P-65 Contract CF308565

Legend

- Rezone Area
- King County parcel outlines
- Zone boundaries

No warranties of any sort, including accuracy, fitness, or merchantability accompany this product.
Copyright 2008. All Rights Reserved, City of Seattle
Prepared August 13, 2008 by DPD-GIS

0 37.5 75 150 Feet



Exhibit B: Property Use and Development Agreement

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When Recorded, Return to:

THE SEATTLE CITY CLERK
600 Fourth Avenue, Floor 3
PO Box 94728
Seattle, Washington 98124-4728

PROPERTY USE AND DEVELOPMENT AGREEMENT

Grantors: 1) <u>2203 East Union LLC</u> 2) _____ <input type="checkbox"/> Additional on page _____
Grantee: 1) <u>The City of Seattle</u> 2) _____ <input type="checkbox"/> Additional on page _____
Legal Description (abbreviated): <u>Lot 1 and the north one-half of lot 2, Block 7, Renton Hill Addition to the City of Seattle, according to the plat thereof recorded in Volume 8 of Plats, page 68, records of King County, Washington.</u>
<input type="checkbox"/> Additional on : _____
Assessor's Tax Parcel ID #: <u>7228500255</u>
Reference Nos. of Documents Released or Assigned: _____

THIS PROPERTY USE AND DEVELOPMENT AGREEMENT (the "Agreement") is executed this 27th day of August, 2008, in favor of the CITY OF SEATTLE (the "City"), a Washington municipal corporation, by 2203 East Union LLC (the "Owner"), a Washington limited liability company.

RECITALS

A. 2203 East Union LLC is the owner of that certain real property (the "Property") in the City of Seattle zoned Neighborhood Commercial 2 Pedestrian with a 40 foot height limit (NC2P-40) and described as:

Lot 1 and the north one-half of lot 2, Block 7, Renton Hill Addition to the City of Seattle, according to the plat thereof recorded in Volume 8 of Plats, page 68, records of King County, Washington.

B. On March 2, 2007, the Owner submitted to the City of Seattle an application for a rezone from Neighborhood Commercial 2 Pedestrian with a 40 foot height limit (NC2P-40) to Neighborhood Commercial 2 Pedestrian with a 65-foot height limit (NC2P-65). The purpose of the application is to allow the Property to be used for mixed-use, commercial and multi-family residential development of greater density.

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 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 23.34.004, the 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 Neighborhood Commercial 2 Pedestrian with a 40 foot height limit (NC2P-40) to Neighborhood Commercial 2 Pedestrian with a 65-foot height limit (NC2P-65):

1. Future development of the Property is restricted to a structure that substantially conforms to the final approved Master Use Permit drawings, (MUP 3005925).
2. Use of the property is limited to approximately 5,000 square feet of ground level commercial retail uses, approximately 92 residential units, and below-grade parking.

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 shall be deemed to attach to and run with the Property and shall be binding upon the Owner, its heirs, successors and assigns, and shall apply to after-acquired title of the Owner of the Property.

Section 3. Termination. The covenants herein and the rezone shall expire two (2) years from the effective date of approval, unless, within the two (2) year period, an application is filed for a Master Use Permit, which permit is subsequently issued. If the Master Use Permit is subsequently issued, the rezone approval expires when the Master Use Permit expires pursuant to Section 23.76.032. If the Master Use permit is issued and the Owner has received a certificate of occupancy for the permitted project prior to

expiration of the Master Use Permit, the rezone remains in effect unless revoked pursuant to Section 23.34.004.

Section 4. Amendment. This Agreement may be amended or modified by agreement between Owner and the City; provided, such amendment shall be approved by the legislative authority of the City by ordinance.

Section 5. Exercise of Police Power. Nothing in this Agreement prevents the City Council from making such further amendments to the Seattle Municipal Code or Land Use Code as it may deem necessary in the public interest.

Section 6. No Precedent. The conditions contained in this Agreement are based on the unique circumstances applicable to this Property and this Agreement is not intended to establish precedent for other rezones in the surrounding area.

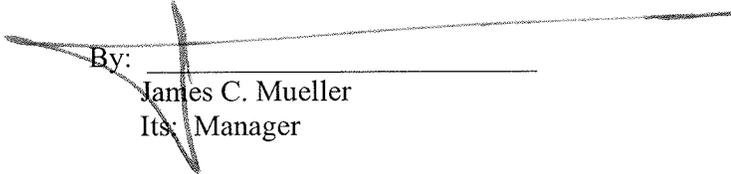
Section 7. Benefited. This Agreement is made for the benefit of the City and for the benefit of the owners of property within 300 feet of the Property and either the City or any such property owners may institute and prosecute any proceeding at law or in equity to enforce this Agreement.

Section 8. Repeal as Additional Remedy. Owner acknowledges that compliance with the conditions of this Agreement is a condition of the rezone and that if Owner or its successor 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 Neighborhood Commercial 2 Pedestrian with a 40 foot height limit (NC2P-40) zone.

SIGNED this 27 day of August, 2008.

2203 East Union LLC,
a Washington limited liability company

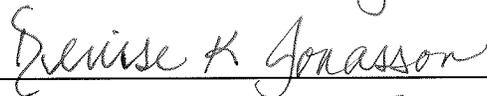
By: JC Mueller LLC, its Manager

By: 
James C. Mueller
Its: Manager

STATE OF WASHINGTON }
 } ss.
COUNTY OF KING

On this day personally appeared before me James C. Mueller, to me known to be the Managing Member of JC Mueller LLC, the managing member of 2203 East Union L LC, the Washington limited liability company that executed the foregoing instrument, and acknowledged such instrument to be the free and voluntary act and deed of such company, for the uses and purposes therein mentioned, and on oath stated that she/he was duly authorized to execute such instrument.

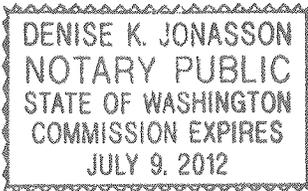
GIVEN UNDER MY HAND AND OFFICIAL SEAL this 27th day of August, 2008.



Printed Name Denise K. Jonasson

NOTARY PUBLIC in and for the State of WA,
residing at Federal Way

My Commission Expires 7/9/12



FISCAL NOTE FOR NON-CAPITAL PROJECTS

Department:	Contact Person/Phone:	DOF Analyst/Phone:
Legislative	Bob Morgan/684-8150	Karen Grove/684-5805

Legislation Title:

AN ORDINANCE relating to land use and zoning; amending Chapter 23.32 of the Seattle Municipal Code at pages 112 of the Official Land Use Map (Vol. 8 of Plats, Page 68, Records of King County), to rezone property located at 2203 East Union Street from Neighborhood Commercial 2 Pedestrian with a 40 foot height limit (NC2P-40) to Neighborhood Commercial 2 Pedestrian with a 65-foot height limit (NC2P-65), accepting a Property Use and Development Agreement in connection therewith, and modifying parking requirements. (Jim Mueller, C.F. 308565, DPD Project 3005925)

- **Summary of the Legislation:** This is an ordinance that approves an amendment of the Official Land Use Map, rezoning property at 2203 East Union Street from Neighborhood Commercial 2 Pedestrian with a 40 foot height limit (NC2P-40) to Neighborhood Commercial 2 Pedestrian with a 65-foot height limit (NC2P-65), accepting a Property Use and Development Agreement in connection therewith, and modifying parking requirements.
- **Background:** This ordinance relates to a quasi-judicial rezone proposal. It would carryout the recommendation of the City Council's Planning, Land Use, and Neighborhoods Committee, based on the recommendations of the Department of Planning and Development and the Hearing Examiner.

X **This legislation does not have any financial implications.**



STATE OF WASHINGTON – KING COUNTY

--SS.

229187
CITY OF SEATTLE, CLERKS OFFICE

No.

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.

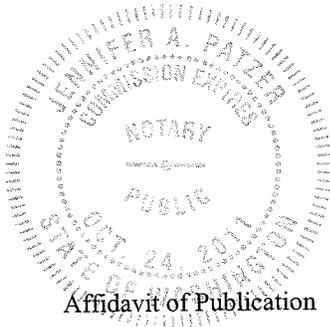
The notice in the exact form annexed, was published in regular issues of The Daily Journal of Commerce, which was regularly distributed to its subscribers during the below stated period. The annexed notice, a

CT:122787 ORDINANCE

was published on

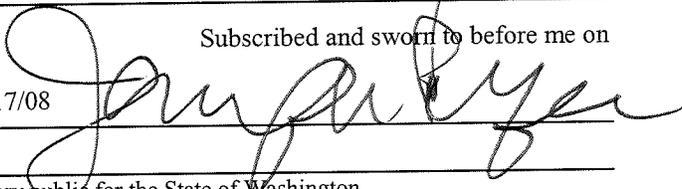
09/17/08

The amount of the fee charged for the foregoing publication is the sum of \$ 168.60, which amount has been paid in full.



Affidavit of Publication



Subscribed and sworn to before me on
09/17/08 

Notary public for the State of Washington,
residing in Seattle

State of Washington, King County

City of Seattle

ORDINANCE 122787

AN ORDINANCE relating to land use and zoning; amending Chapter 23.32 of the Seattle Municipal Code at page 112 of the Official Land Use Map at page 68, Page 68, Records of King County (Vol. 8 of Plats, property located at 2203 East Union Street from Neighborhood Commercial 2 Pedestrian with a 40 foot height limit (NC2P-40) to Neighborhood Commercial 2 Pedestrian with a 65-foot height limit (NC2P-65), accepting a Property Use and Development Agreement in connection therewith, and modifying parking requirements. (Jim Mueller, C.F. 308565, DPD Project 3005925)

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. This Ordinance affects the following legally described property (the "Property"), commonly known as 2203 East Union Street:

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Section 2. The Official Land Use Map zone classification for the Property, established on page 112 of the Official Land Use Map, as adopted by Ordinance 110381 and last modified by Ordinance 122727, is amended to rezone the Property from Neighborhood Commercial 2 Pedestrian with a 40 foot height limit (NC2P-40) to Neighborhood Commercial 2 Pedestrian with a 65-foot height limit (NC2P-65) as shown in "Exhibit A" attached to this Ordinance. The Official Land Use Map zone classification is conditioned upon performance and continued compliance with the conditions of the Property Use and Development Agreement referenced in Section 3.

Section 3. The Property Use and Development Agreement, attached to this Ordinance as "Exhibit B," executed by 2203 East Union L.L.C., owner ("Owner") of the Property, by which said Owner agrees to certain restrictions upon the use and development of the Property to ameliorate the adverse impacts of uses and developments that would otherwise be permitted in the NC2P-65 zone, which restrictions are directly related to the impacts expected to result from the rezone, is hereby approved and accepted.

Section 4. The City Council determines that reduction of the number of required parking spaces from 95 to 74 is necessary to achieve a better development than would otherwise result from the application of regulations of the zone, and that the reduction would not be materially detrimental to the public welfare or injurious to property in the zone or vicinity in which the Property is located. Pursuant to Seattle Municipal Code Section 23.34.004 B, the number of parking spaces required for the development is reduced from 95 to 74.

Section 5. The rezone approval of the Property expires, pursuant to Section 23.76.060 B of the Seattle Municipal Code, two (2) years from the effective date of approval, unless, within the two (2) year period, an application is filed for a Master Use Permit, which permit is subsequently issued. If the Master Use Permit is subsequently issued, the rezone approval expires when the Master Use Permit expires pursuant to Section 23.76.032. If the Master Use permit is issued and the owner has received a permanent certificate of occupancy for the entire project prior to expiration of the Master Use Permit, the rezone remains in effect unless revoked.

Section 6. The City Clerk is hereby authorized and directed to file said Property Use and Development Agreement, attached to this ordinance as Exhibit B, 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 7. 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 thirty (30) days from and after its passage and approval by the City Council.

Passed by the City Council the 8th day of September, 2008, and signed by me in open session in authentication of its passage this 8th day of September, 2008.

Richard Conlin

President of the City Council

Filed by me this 8th day of September, 2008.

(Seal) Judith Pippin

City Clerk

Exhibit A: Rezone Map

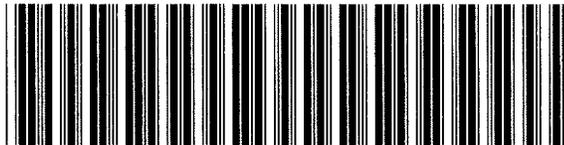
Exhibit B: Property Use and Development Agreement

See City Clerk for Attachments

Publication ordered by JUDITH PIPPIN, City Clerk

Date of publication in the Seattle Daily Journal of Commerce, September 17, 2008.

9/17(229187)



20081014001118

SEATTLE CITY CLERK 47.00
PAGE 001 OF 006
10/14/2008 15:37
KING COUNTY, WA

Return Address:

Seattle City Clerk's Office

600 4th Avenue, Floor 3

P O Box 94728

Seattle, WA 98124 - 4728

WASHINGTON STATE RECORDER'S Cover Sheet (RCW 65.04)

Document Title(s) and corresponding number (or transaction contained therein)

1. Property Use and Development Agreement #7228500255

Reference Number(s) of Documents assigned or released:

1.
Additional reference #'s on page ____ of document

Grantor(s)

- 1.2203 East Union LLC
- Additional names on page ____ of document.

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

- 1. City of Seattle
- 2. Additional names on page ____ of document

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

Lot 1 and the north one-half of lot 2, Block 7, Renton Hill Addition

Additional reference #'s on page ____ of document

Assessor's Property Tax Parcel/Account Number

7228500255

- Assessor Tax # not yet assigned.

FILED
CITY OF SEATTLE
NOV 12 AM 11:18
CITY CLERK

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.

DO NOT SIGN UNLESS IT'S AN EMERGENCY Signature of Requesting Party

When Recorded, Return to:

THE SEATTLE CITY CLERK
600 Fourth Avenue, Floor 3
PO Box 94728
Seattle, Washington 98124-4728

PROPERTY USE AND DEVELOPMENT AGREEMENT

Grantors: 1) <u>2203 East Union LLC</u> 2) _____ <input type="checkbox"/> Additional on page _____
Grantee: 1) <u>The City of Seattle</u> 2) _____ <input type="checkbox"/> Additional on page _____
Legal Description (abbreviated): <u>Lot 1 and the north one-half of lot 2, Block 7, Renton Hill Addition to the City of Seattle, according to the plat thereof recorded in Volume 8 of Plats, page 68, records of King County, Washington.</u>
<input type="checkbox"/> Additional on : _____
Assessor's Tax Parcel ID #: <u>7228500255</u>
Reference Nos. of Documents Released or Assigned: _____

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RECITALS

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B. On March 2, 2007, the Owner submitted to the City of Seattle an application for a rezone from Neighborhood Commercial 2 Pedestrian with a 40 foot height limit (NC2P-40) to Neighborhood Commercial 2 Pedestrian with a 65-foot height limit (NC2P-65). The purpose of the application is to allow the Property to be used for mixed-use, commercial and multi-family residential development of greater density.

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 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

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Section 6. No Precedent. The conditions contained in this Agreement are based on the unique circumstances applicable to this Property and this Agreement is not intended to establish precedent for other rezones in the surrounding area.

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