

Ordinance No. 124272

Council Bill No. 117912

AN ORDINANCE relating to land use and zoning; amending the Official Land Use Map to rezone properties located at 525 Northeast Northgate Way from Neighborhood Commercial 3 with a 65 foot height limit (NC3-65) to NC3 with an 85 foot height limit (NC3-85) and accepting a Property Use and Development Agreement in connection with the rezone.

Related Legislation File: _____

Date Introduced and Referred: <u>9.9.13</u>	To: (committee): <u>Planning, Landuse and Sustainability</u>
Date Re-referred:	To: (committee):
Date Re-referred:	To: (committee):
Date of Final Action: <u>9/16/13</u>	Date Presented to Mayor: <u>—————</u>
Date Signed by Mayor: <u>—————</u>	Date Returned to City Clerk: <u>9/16/13</u>
Published by Title Only <input checked="" type="checkbox"/>	Date Vetoed by Mayor:
Published in Full Text _____	
Date Veto Published:	Date Passed Over Veto:
Date Veto Sustained:	Date Returned Without Signature:

The City of Seattle – Legislative Department

Council Bill/Ordinance sponsored by: _____

Committee Action:

Date	Recommendation	Vote
<u>9/17/13</u>	<u>pass</u>	<u>3-0 RCTRM</u>

This file is complete and ready for presentation to Full Council. RC 9/12/13

Full Council Action:

Date	Decision	Vote
<u>Sept. 16, 2013</u>	<u>Passed as Amended</u>	<u>9-0</u>

1 Section 2. Page 16 of the Official Land Use Map, Seattle Municipal Code (SMC)
2 23.32.016, is amended to rezone the Property described above and shown in Exhibit A to this
3 ordinance, from Neighborhood Commercial 3 with a 65 foot height limit (NC3-65) to NC3 with
4 an 85 foot height limit (NC3-85). Approval of this rezone is conditioned upon compliance with
5 the Property Use and Development Agreement (PUDA) approved in Section 3 of this ordinance.
6

7 Section 3. The PUDA attached to this Ordinance as Exhibit B is approved and
8 accepted.

9 Section 4. The City Clerk is authorized and directed to file said PUDA at the King
10 County Records and Elections Division; to file, upon return of the recorded agreement from the
11 King County Records and Elections Division, the original of said PUDA with this Ordinance at
12 the City Clerk's Office; and to deliver copies of the same to the Director of the Department of
13 Planning and Development and to the King County Assessor's Office.
14

15 Section 5. This Ordinance, effectuating a quasi-judicial decision of the City Council and
16 not subject to mayoral approval or disapproval, shall take effect and be in force 30 days from and
17 after its passage and approval by the City Council. The new zoning designation shall take effect
18 as provided by SMC 23.76.058.
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Passed by the City Council the 16th day of September, 2013, and
signed by me in open session in authentication of its passage this
16th day of September, 2013.



President _____ of the City Council

Filed by me this 16th day of September, 2013.



City Clerk

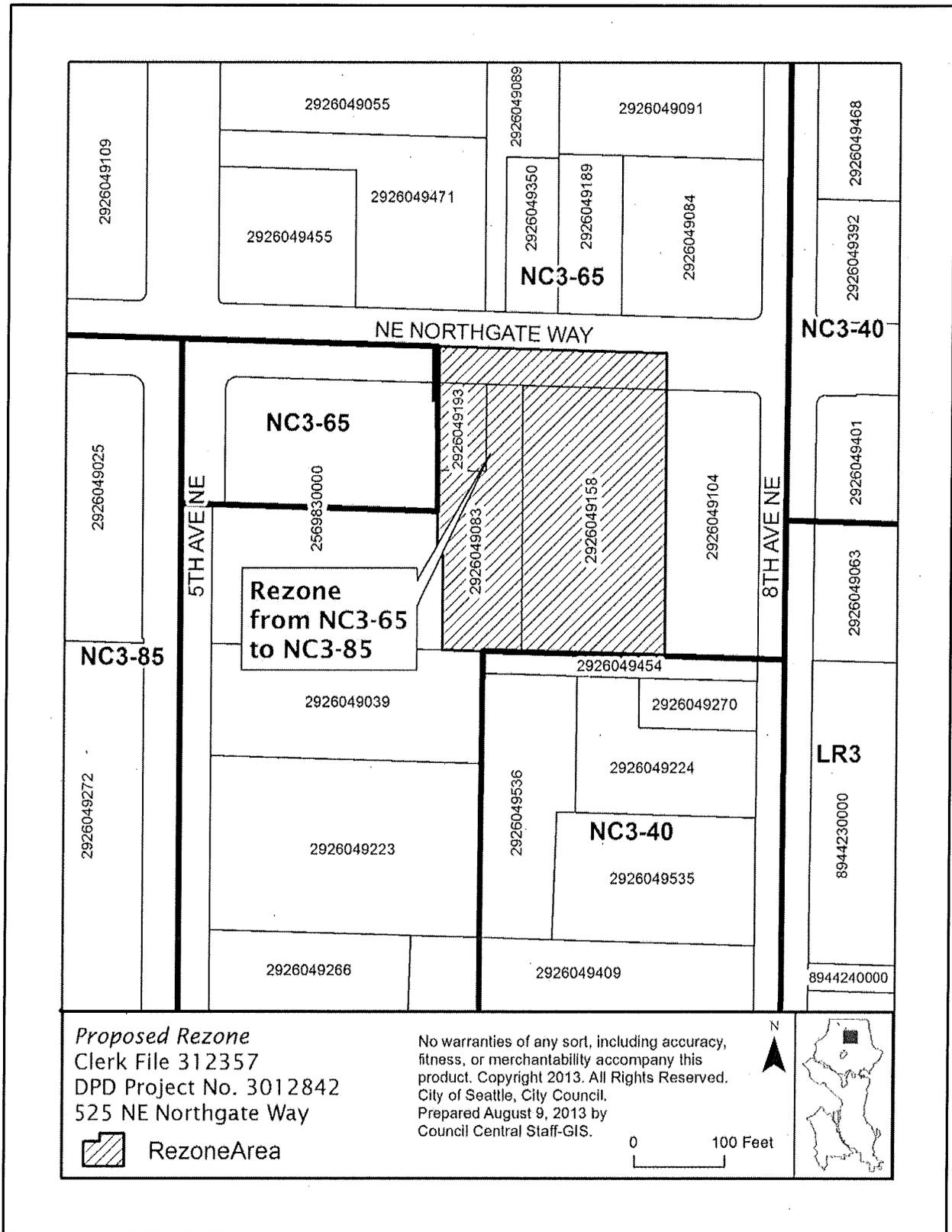
(Seal)

Exhibit A: Rezone Map

Exhibit B: Property Use and Development Agreement



EXHIBIT A



RECEIVED

SEP 13 2013

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

SEATTLE CITY COUNCIL

PROPERTY USE AND DEVELOPMENT AGREEMENT

Grantors: 525 Northgate LLC

Grantee: The City of Seattle

Legal Description:

TAX LOT 292604-9193
PARCEL B, CITY OF SEATTLE LOT BOUNDARY ADJUSTMENT NO. 3005471,
UNDER KING COUNTY REC. NO. 20070315900008, IN BOOK 220, PAGES 243 AND 244
RECORDS OF KING COUNTY, WASHINGTON

TAX LOT 292604-9083
PARCEL D, CITY OF SEATTLE LOT BOUNDARY ADJUSTMENT NO. 3005471,
UNDER KING COUNTY REC. NO. 20070315900008, IN BOOK 220, PAGES 243 AND 244
RECORDS OF KING COUNTY, WASHINGTON

TAX LOT 292604-9158
THE EAST 157.5 FEET OF THE WEST 534.00 FEET OF THE NORTH HALF OF
THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST
QUARTER OF SECTION 29, TOWNSHIP 26 NORTH, RANGE 4 EAST, W.M., IN KING
COUNTY WASHINGTON;

EXCEPT ANY PORTION THEREOF LYING WITHIN NORTHEAST 110TH STREET.

Assessor's Tax Parcel ID#S: 2926049193, 2926049083, 2926049158

THIS PROPERTY USE AND DEVELOPMENT AGREEMENT ("Agreement") is
executed as of this 12th day of September, 2013, in favor to the CITY OF SEATTLE, a
Washington municipal corporation (the "City"), by 525 NORTHGATE LLC, a Washington
limited liability company (the "Owner").

RECITALS

A. 525 Northgate LLC is the owner of that certain real property legally described as
in King County, Washington (the "Property"). The Property is located in the City of Seattle and



is zoned Neighborhood Commercial 3 with a 65 foot height limit ("NC3-65"). Exhibit 1 to this Agreement shows the location of the Property and the area to be rezoned.

B. On or around February 13, 2013, the Owner submitted to the City a request to rezone the Property from NC3-65 to Neighborhood Commercial 3 with an 85 foot height limit ("NC3-85"), as authorized under Seattle Municipal Code (SMC) Section 23.34 (the "Rezone"). The Rezone would allow proposed development at the Property that will include a seven-story, mixed use structure with 24,614 square feet of commercial use, 266 residential units above, and with parking for 269 vehicles provided at- and below-grade. The Rezone would also limit the total height of structure on the Property to 70 feet.

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:

1. Agreement. Pursuant to SMC 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 conditions in consideration of the Rezone:

- a. Future use and development of the Property shall be in substantial conformance with the approved plans for Master Use Permit number 3014776 as presented to the Hearing Examiner as Exhibit 11 at the public hearing on June 4, 2013.
- b. The height limit for structures on the Property shall be 70 feet.

2. Agreement Runs with the Land. This Agreement shall be recorded in the real property records of King County. 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 in the Property.

3. Termination. The covenants herein shall expire at such time as the Rezone expires or is revoked pursuant to SMC 23.34.004.

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.

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.



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.

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.

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(s) avails itself of the benefits of the Rezone but then fails to comply with the conditions of this Agreement, 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 NC3-65 zone, the original zoning of the Property prior to the Rezone.

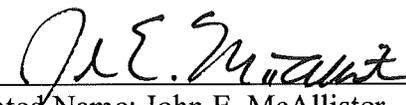
Signed this 12th day of September, 2013 by:

525 Northgate, LLC
By: Wallace Northgate II Investor LLC
Its: Member

By 
Printed Name: Kevin R. Wallace
Its: Manager

By: The Northwestern Mutual Life Insurance
Company, a Wisconsin corporation
Its: Member

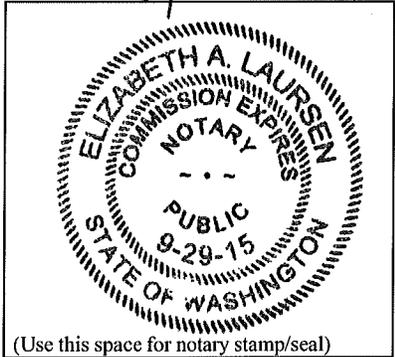
By: Northwestern Mutual Real Estate
Investments, a Delaware limited liability
company
Its: Wholly-owned affiliate and
authorized representative

By 
Printed Name: John E. McAllister
Its: Authorized Representative

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that Kevin R. Wallace is the person who appeared before me, and said person acknowledged that he or she signed this instrument, on oath stated that he or she is authorized to execute the instrument and acknowledged it as the Manager of Wallace Northgate II Investor LLC, the Member of 525 Northgate LLC, to be the free and voluntary act of such parties for the uses and purposes mentioned in this instrument.

DATED: September 12, 2013 Elizabeth A. Laursen



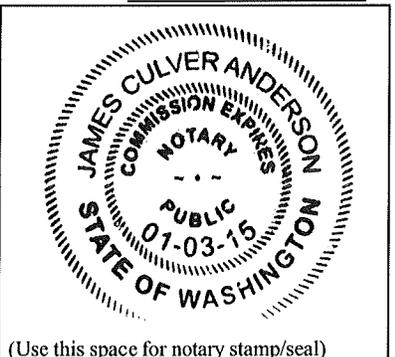
Print Name: ELIZABETH A LAURSEN
NOTARY PUBLIC for the State of Washington, residing at
ISSAQUAH

My appointment expires: 9/29/15

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that John E. McAllister is the person who appeared before me, and said person acknowledged that he or she signed this instrument, on oath stated that he or she is authorized to execute the instrument and acknowledged it as the Authorized Representative of Northwestern Mutual Real Estate Investments, the wholly-owned affiliate and authorized representative of The Northwestern Mutual Life Insurance Company, the Member of 525 Northgate LLC to be the free and voluntary act of such parties for the uses and purposes mentioned in this instrument.

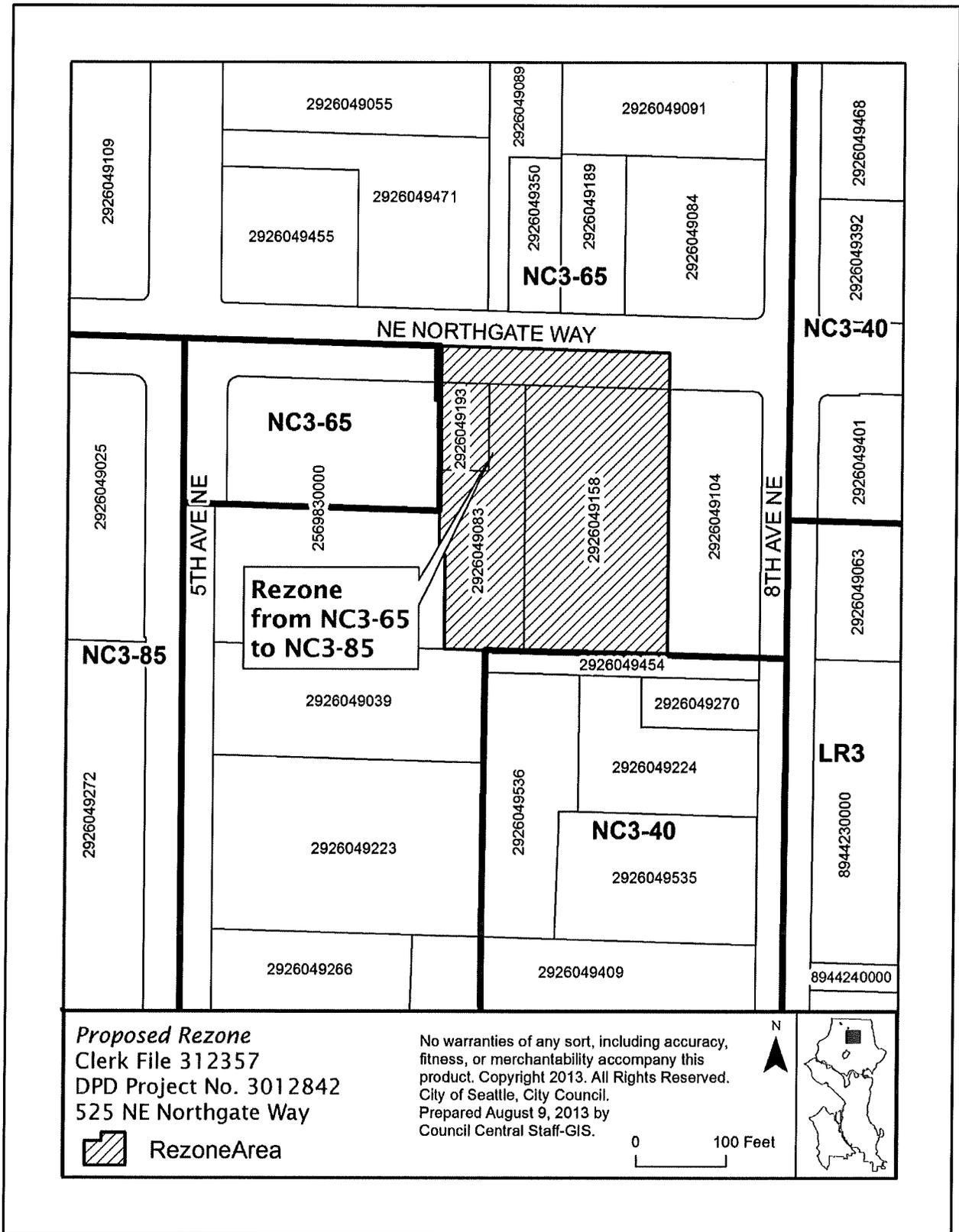
DATED: 9.12.2013 James Culver Anderson



Print Name: JAMES CULVER ANDERSON
NOTARY PUBLIC for the State of Washington, residing at
SEATTLE

My appointment expires: 1.3.15

EXHIBIT 1



FISCAL NOTE FOR NON-CAPITAL PROJECTS

Department:	Contact Person/Phone:	DOF Analyst/Phone:
Legislative	Eric McConaghy, 5-1071	NA

Legislation Title:

AN ORDINANCE relating to land use and zoning; amending the Official Land Use Map to rezone properties located at 525 Northeast Northgate Way from Neighborhood Commercial 3 with a 65 foot height limit (NC3-65) to NC3 with an 85 foot height limit (NC3-85) and accepting a Property Use and Development Agreement in connection with the rezone.

Summary of the Legislation:

This legislation rezones the property at 525 Northeast Northgate Way in the Northgate Urban Center. The rezone would change the existing zoning at the properties from Neighborhood Commercial 3 with a 65 foot height limit to Neighborhood Commercial 3 with an 85 foot height limit, and would adopt a Property Use and Development Agreement conditioning the rezone.

Background:

This bill approves a petitioner-generated rezone subject to the Council’s rules for quasi-judicial decisions. The original petition, Department of Planning and Development recommendation, Hearing Examiner’s Findings and Recommendation, record established by the Hearing Examiner and Council’s Findings, Conclusions and Decision are contained in Clerk’s File 312357.

Rezone conditions are contained in the Findings, Conclusions and Decision. The conditions would be recorded in a consolidated Property Use and Development Agreement for the rezone. The rezone petitioner anticipates development of a mixed use project on the site.

- *Please check one of the following:*

X This legislation does not have any financial implications.



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

PROPERTY USE AND DEVELOPMENT AGREEMENT

Grantors: Wallace GT-Northgate II, LLC

Grantee: The City of Seattle

Legal Description:

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PARCEL B, CITY OF SEATTLE LOT BOUNDARY ADJUSTMENT NO. 3005471,
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THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST
QUARTER OF SECTION 29, TOWNSHIP 26 NORTH, RANGE 4 EAST, W.M., IN KING
COUNTY WASHINGTON;

EXCEPT ANY PORTION THEREOF LYING WITHIN NORTHEAST 110TH STREET.

Assessor's Tax Parcel ID#S: 2926049193, 2926049083, 2926049158

THIS PROPERTY USE AND DEVELOPMENT AGREEMENT ("Agreement") is
executed as of this _____ day of _____, 2013, in favor to the CITY OF SEATTLE, a
Washington municipal corporation (the "City"), by WALLACE GT-NORTHGATE II, LLC, a
Washington limited liability company (the "Owner").

RECITALS

A. Wallace GT-Northgate II, LLC is the owner of that certain real property legally
described as in King County, Washington (the "Property"). The Property is located in the City

THIS VERSION IS NOT ADOPTED



of Seattle and is zoned Neighborhood Commercial 3 with a 65 foot height limit ("NC3-65"). Exhibit 1 to this Agreement shows the location of the Property and the area to be rezoned.

B. On or around February 13, 2013, the Owner submitted to the City a request to rezone the Property from NC3-65 to Neighborhood Commercial 3 with an 85 foot height limit ("NC3-85"), as authorized under Seattle Municipal Code (SMC) Section 23.34 (the "Rezone"). The Rezone would allow proposed development at the Property that will include a seven-story, mixed use structure with 24,614 square feet of commercial use, 266 residential units above, and with parking for 269 vehicles provided at- and below-grade. The Rezone would also limit the total height of structure on the Property to 70 feet.

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:

1. Agreement. Pursuant to SMC 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 conditions in consideration of the Rezone:

- a. Future use and development of the Property shall be in substantial conformance with the approved plans for Master Use Permit number 3014776 as presented to the Hearing Examiner as Exhibit 11 at the public hearing on June 4, 2013.
- b. The height limit for structures on the Property shall be 70 feet.

2. Agreement Runs with the Land. This Agreement shall be recorded in the real property records of King County. 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 in the Property.

3. Termination. The covenants herein shall expire at such time as the Rezone expires or is revoked pursuant to SMC 23.34.004.

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.

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.

THIS VERSION IS NOT ADOPTED



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.

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.

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(s) avails itself of the benefits of the Rezone but then fails to comply with the conditions of this Agreement, 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 NC3-65 zone, the original zoning of the Property prior to the Rezone.

Signed this ___ day of _____, 2013 by:

Wallace GT-Northgate II, LLC

By _____

Printed Name: _____

Its: Manager

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he or she signed this instrument, on oath stated that he or she is authorized to execute the instrument and acknowledged it as the Manager of Wallace GT-Northgate II, LLC to be the free and voluntary act of such parties for the uses and purposes mentioned in this instrument.

DATED: _____

(Use this space for notary stamp/seal)

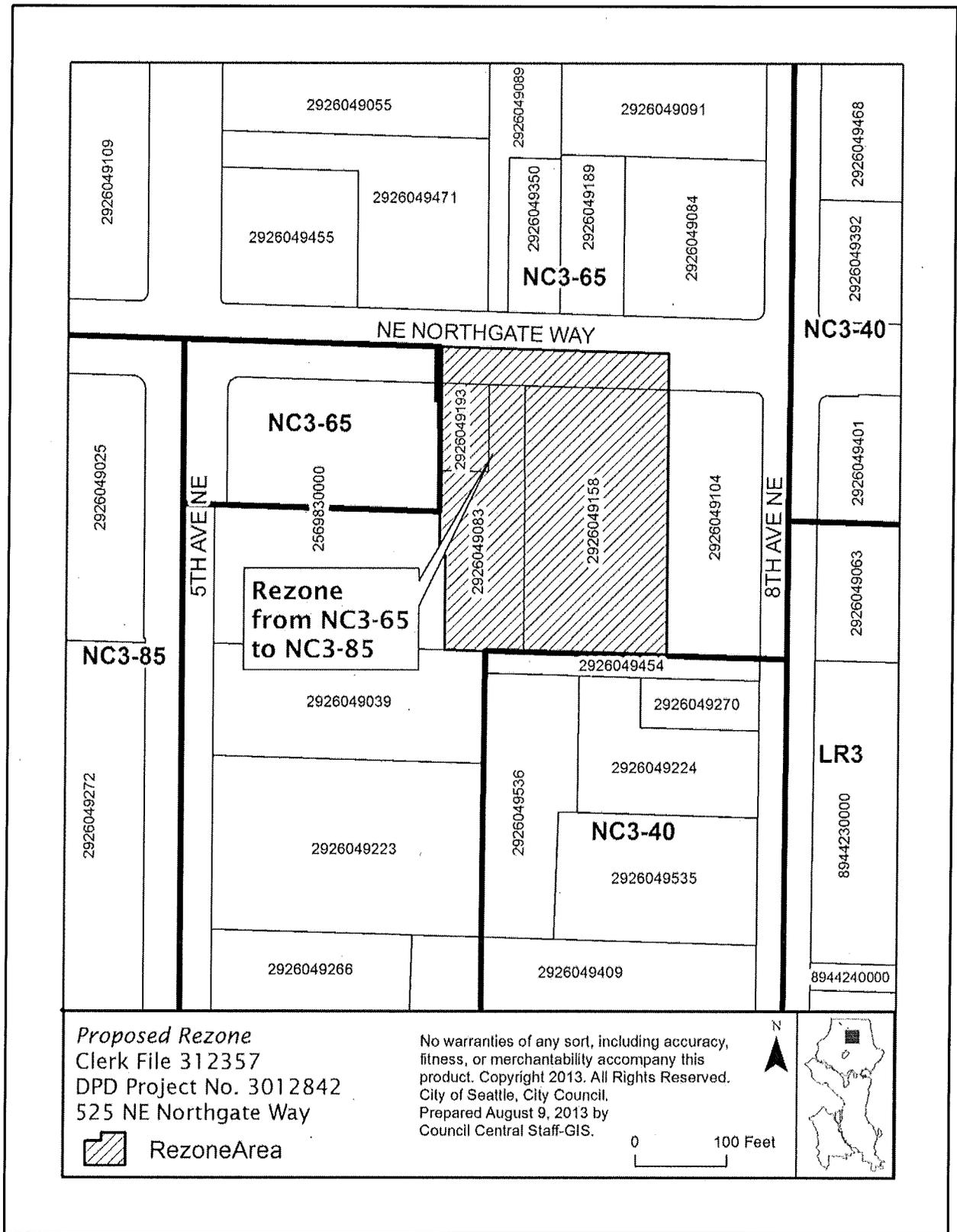
Print Name: _____
NOTARY PUBLIC for the State of Washington, residing at _____

My appointment expires: _____

THIS VERSION IS NOT ADOPTED



EXHIBIT 1



THIS VERSION IS NOT ADOPTED



STATE OF WASHINGTON -- KING COUNTY

--SS.

303313
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:124272-290 TITLE ONLY

was published on

10/09/13

The amount of the fee charged for the foregoing publication is the sum of \$321.75 which amount has been paid in full.



[Signature]
Subscribed and sworn to before me on
10/09/2013 *[Signature]*

Notary public for the State of Washington,
residing in Seattle

Affidavit of Publication

City of Seattle

The full text of the following legislation, passed by the City Council on September 16, 2013, and published below by title only, will be mailed upon request, or can be accessed at <http://clerk.seattle.gov>. For information on upcoming meetings of the Seattle City Council, please visit <http://www.seattle.gov/council/calendar>. Contact: Office of the City Clerk at (206) 684-8344.

ORDINANCE NO. 124272

AN ORDINANCE relating to land use and zoning; amending the Official Land Use Map to rezone properties located at 525 Northeast Northgate Way from Neighborhood Commercial 3 with a 66 foot height limit (NC3-65) to NC3 with an 85 foot height limit (NC3-85) and accepting a Property Use and Development Agreement in connection with the rezone.

ORDINANCE NO. 124273

AN ORDINANCE relating to the Seattle Building Code, amending Chapter 22.100.010 of the Seattle Municipal Code, and adopting by reference Chapters 2 through 29, Chapters 31 through 33 and Chapter 35 of the 2012 International Building Code, and amending certain of those chapters; adopting a new Chapter 1 related to administration, permitting and enforcement; adopting a new Chapter 30 related to elevators and conveying systems, and repealing Sections 2-33 of Ordinance 123384.

ORDINANCE NO. 124274

AN ORDINANCE relating to the Seattle Plumbing Code, repealing Section 22.500.010 of the Seattle Municipal Code, amending Section 22.502.016 of the Seattle Municipal Code; and adopting by reference Chapter 51-56 of the Washington Administrative Code, and amending certain of those chapters; adopting a new Chapter 1 related to administration, permitting and enforcement; and repealing Sections 2-46 of Ordinance 119774.

ORDINANCE NO. 124275

AN ORDINANCE relating to the Seattle Mechanical Code, amending Chapter 22.400.010 of the Seattle Municipal Code, and adopting by reference Chapters 2 through 9, and Chapters 11 through 15 of the 2012 International Mechanical Code, and amending certain of those chapters; adopting a new Chapter 1 related to administration, permitting and enforcement; and repealing Sections 2-13 of Ordinance 123380.

ORDINANCE NO. 124276

AN ORDINANCE relating to the Seattle Fuel Gas Code amending Section 22.420.010 and adopting by reference Chapters 2 through 8 of the 2012 International Fuel Gas Code, and amending certain of those chapters; adopting a new Chapter 1 for the Seattle Fuel Gas Code related to administration, permitting and enforcement; and repealing Sections 2-7 of Ordinance 123381.

ORDINANCE NO. 124277

AN ORDINANCE accepting for general street purposes 13 deeds and one correction deed conveyed to the City of Seattle by the Central Puget Sound Regional Transit Authority ("Sound Transit") in connection with the Central Link Light Rail Transit Project as agreed to in a Property Acquisition and Transfer Procedures Agreement between the City of Seattle and Sound Transit, dated August 12, 2003 ("Property Transfer

Agreement"); laying off, opening, widening, extending, and establishing portions of the rights-of-way located on Martin Luther King Jr. Way South between South Holly Street and South Othello Street; placing the real property conveyed by the deeds under the jurisdiction of the Seattle Department of Transportation; and ratifying and confirming certain prior acts.

ORDINANCE NO. 124278

AN ORDINANCE vacating the south 240 feet of the alley adjacent to Lots 4-11 in Block 33, D.T. Denny's Home Addition to the City of Seattle, on the petition of the Burkheimer Family Limited Liability Company, a Washington limited liability company, and accepting a Property Use and Development Agreement as reflected in Clerk File 309868.

State of Washington, King County

ORDINANCE NO. 124279

AN ORDINANCE authorizing the acceptance of a conditional gift of funds from the Mark and Susan Torrance Foundation and Rails to Trails Conservancy to be applied towards the purchase of automated bicycle and pedestrian counters, the installation of said counters, the posting of data collected by some of these counters on a public facing website, expressing the City's gratitude for the gift, and ratifying and confirming prior acts.

ORDINANCE NO. 124280

AN ORDINANCE relating to the City Light Department; authorizing the General Manager and Chief Executive Officer to execute an amendment to an agreement with the Sacramento Municipal Utility District.

ORDINANCE NO. 124281

AN ORDINANCE appropriating money to pay certain audited claims and ordering the payment thereof.

ORDINANCE NO. 124282

AN ORDINANCE relating to the Seattle Residential Code, amending Section 22.150.010, and adopting by reference Chapters 2 through 10, 12 through 24, Section P2904, 44, and Appendices F and G of the 2012 International Residential Code, and amending certain of those chapters; adopting a new Chapter 1 related to administration, permitting and enforcement; and repealing Sections 2-18 of Ordinance 123383.

ORDINANCE NO. 124283

AN ORDINANCE relating to the Seattle Existing Building Code, amending Chapter 22.110 of the Seattle Municipal Code and adopting by reference Chapters 2 through 5, 7 through 11, 13 through 16, A1, and A3 through A6 of the 2012 International Existing Building Code; amending certain of those chapters, and adopting a new Chapter 1 related to administration, permitting and enforcement; and repealing Sections 2-12 of Ordinance 123379.

ORDINANCE NO. 124284

An Ordinance relating to the Seattle Energy Code, amending Section 22.700.010 of the Seattle Municipal Code; and adopting by reference Chapters 51-11C and 51-11R of the Washington Administrative Code, and amending certain of those chapters; and repealing Sections 2-18 of Ordinance 123430.

ORDINANCE NO. 124285

AN ORDINANCE related to establishing a Local Infrastructure Project Area for Downtown and South Lake Union; authorizing the Mayor to execute an interlocal agreement with King County.

ORDINANCE NO. 124286

AN ORDINANCE accepting an allocation of transferrable development rights and adopting an infrastructure funding plan to support the creation of a Landscape Conservation and Local Infrastructure Program.

ORDINANCE NO. 124287

AN ORDINANCE creating a Local Infrastructure Project Area and amending Sections 23.48.011, 23.49.011, and 23.58A.044 of the Seattle Municipal Code to implement a Landscape Conservation and Local Infrastructure Program.

ORDINANCE NO. 124288

AN ORDINANCE relating to the Seattle Fire Code, adopting as the Seattle Fire Code the 2012 edition of the International Fire Code with some exceptions, amending and adding various provisions to that code; amending Section 22.600.020 of the Seattle Municipal Code; and repealing Sections 2-44 of Ordinance 123393.

ORDINANCE NO. 124289

AN ORDINANCE related to the Central Puget Sound Regional Transit Authority ("Sound Transit") authorizing the Director of the Seattle Department of Transportation to execute an amendment to the Agreement between the City of Seattle and Sound Transit for Grant of Non-Exclusive Use of a Light Rail Transit Way as related to the Central Link Light Rail Transit Project to reflect the approved alignment for the Link Light Rail Transit Project, including the revised Northgate Link Extension and portion of the East Link segment located within the City of Seattle.

ORDINANCE NO. 124290

AN ORDINANCE relating to grant funds from non-City sources; authorizing the Director of Transportation (Director) to accept specified grants and execute related agreements for and on behalf of the City; changing appropriations in the 2013 Adopted Budget for the Seattle Department of Transportation (SDOT); adding a new project; revising allocations for certain projects in the 2013-2018 CIP; and ratifying and confirming certain prior acts.

Date of publication in the Seattle Daily Journal of Commerce, October 9, 2013.

10/9(303813)

[Ord. 124272]

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



20131024000805

SEATTLE CITY C AG-RER 76.00
PAGE-001 OF 005
10/24/2013 13:26
KING COUNTY, WA

PROPERTY USE AND DEVELOPMENT AGREEMENT

Grantors: 525 Northgate LLC

Grantee: The City of Seattle

Legal Description:

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FILED
CITY OF SEATTLE
2014 MAR -4 AM 10:59
CITY CLERK



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NOW, THEREFORE, in consideration of the mutual agreements contained herein, the parties agree as follows:

1. Agreement. Pursuant to SMC 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 conditions in consideration of the Rezone:

- a. Future use and development of the Property shall be in substantial conformance with the approved plans for Master Use Permit number 3014776 as presented to the Hearing Examiner as Exhibit 11 at the public hearing on June 4, 2013.
- b. The height limit for structures on the Property shall be 70 feet.

2. Agreement Runs with the Land. This Agreement shall be recorded in the real property records of King County. 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 in the Property.

3. Termination. The covenants herein shall expire at such time as the Rezone expires or is revoked pursuant to SMC 23.34.004.

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.

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.

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.

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.

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(s) avails itself of the benefits of the Rezone but then fails to comply with the conditions of this Agreement, 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 NC3-65 zone, the original zoning of the Property prior to the Rezone.

Signed this 12th day of September, 2013 by:

525 Northgate, LLC
By: Wallace Northgate II Investor LLC
Its: Member

By [Signature]
Printed Name: Kevin R. Wallace
Its: Manager

By: The Northwestern Mutual Life Insurance Company, a Wisconsin corporation
Its: Member

By: Northwestern Mutual Real Estate Investments, a Delaware limited liability company
Its: Wholly-owned affiliate and authorized representative

State of Washington,
County of King

I, Jarret Polata certify that this is a true and correct copy of Property Use + Development Agreement on file in the records of the City of Seattle, Office of the City Clerk accepted by ordinance 124272



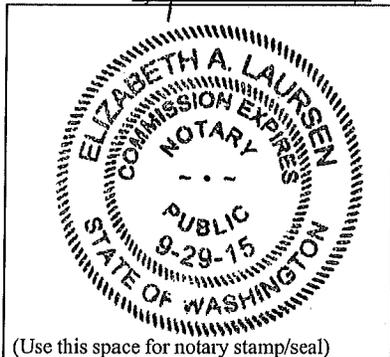
Signed by: [Signature]
Signature
Title: Information Specialist
Date: October 15, 2013

By [Signature]
Printed Name: John E. McAllister
Its: Authorized Representative

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that Kevin R. Wallace is the person who appeared before me, and said person acknowledged that he or she signed this instrument, on oath stated that he or she is authorized to execute the instrument and acknowledged it as the Manager of Wallace Northgate II Investor LLC, the Member of 525 Northgate LLC, to be the free and voluntary act of such parties for the uses and purposes mentioned in this instrument.

DATED: September 12, 2013 Elizabeth A. Laursen



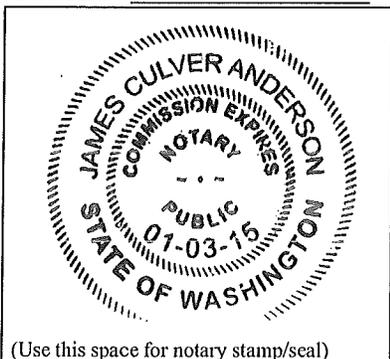
Print Name: ELIZABETH A LAURSEN
NOTARY PUBLIC for the State of Washington, residing at
ISSAQUAH

My appointment expires: 9/29/15

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that John E. McAllister is the person who appeared before me, and said person acknowledged that he or she signed this instrument, on oath stated that he or she is authorized to execute the instrument and acknowledged it as the Authorized Representative of Northwestern Mutual Real Estate Investments, the wholly-owned affiliate and authorized representative of The Northwestern Mutual Life Insurance Company, the Member of 525 Northgate LLC to be the free and voluntary act of such parties for the uses and purposes mentioned in this instrument.

DATED: 9.12.2013



James Culver Anderson

Print Name: JAMES CULVER ANDERSON
NOTARY PUBLIC for the State of Washington, residing at
SEATTLE

My appointment expires: 1.3.15

EXHIBIT 1

