

**ORDINANCE \_\_\_\_\_**

An ORDINANCE approving an amendment of the Property Use and Development Agreement approved by Ordinance 121961 for property located at 419 N.E. 71<sup>st</sup> Street.

WHEREAS, in October 2005, the City Council passed Ordinance 121961, approving a contract rezone for Lorig and Associates (“Applicant”) for property located at and addressed as 427 N.E. 72nd Street, 419 N.E. 71st Street, 420 N.E. 72nd Street, and 466 N.E. 70th Street, including acceptance of a Property Use and Development Agreement (“PUDA”); and

WHEREAS, the PUDA imposes conditions that restrict the development at those sites; and

WHEREAS, the Applicant seeks to modify the conditions to allow interim accessory use parking located at 419 N.E. 71<sup>st</sup> Street and that is subject to restrictions in the PUDA; and

WHEREAS, Applicant seeks to amend the PUDA to allow this change; and

WHEREAS, Seattle Municipal Code Section 23.76.058.C authorizes the Council to amend PUDAs; and

WHEREAS, the Council finds that amendment of the PUDA is in the public interest on the basis of the analysis provided by the Department of Planning and Development to the Council filed in Clerk’s File 313339; NOW, THEREFORE,

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

Section 1. The amendment to the Property Use and Development Agreement (“PUDA”) approved by Ordinance 121961, attached as Exhibit A to this ordinance, is approved.

Section 2. The City Clerk is hereby authorized and directed to take the following actions:

- (1) file the amended PUDA, attached to this ordinance as Exhibit A, at the King County Records and Elections Division;
- (2) upon return of the recorded, amended PUDA from the King County Records and Elections Division, file the original amended PUDA with this ordinance at the City Clerk's Office; and
- (3) deliver copies of the amended PUDA and ordinance to the Director of the Department of Planning and Development and to the King County Assessor's Office.

1 Section 3. This ordinance: effectuates a quasi-judicial decision of the City Council; is not  
2 subject to mayoral approval or disapproval; and shall be in force 30 days after its approval by  
3 the City Council.

4  
5 Passed by the City Council the \_\_\_\_ day of \_\_\_\_\_, 2014, and signed by me  
6 in open session in authentication of its passage this \_\_\_\_ day of \_\_\_\_\_, 2014.

7  
8 \_\_\_\_\_  
9 President \_\_\_\_\_ of the City Council

10  
11 Approved by me this \_\_\_\_ day of \_\_\_\_\_, 2014.

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13 \_\_\_\_\_  
14 City Clerk

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16 (Seal)

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24 Exhibit A: Amended PUDA

EXHIBIT A – AMENDED PUDA

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When Recorded, Return to:

Office of the City Clerk  
600 4th Avenue, Floor 3  
PO Box 94728  
Seattle, Washington 98124-4728

### AMENDED PROPERTY USE AND DEVELOPMENT AGREEMENT

<b>Grantors:</b>	1) Teel, Vander Pol and Teel, a Washington limited partnership as to Parcels A, C, D, F, G, I, K, L, O, P, R and S	2) Teel Investment Company as to Parcel M
	3) Teel & Madden, a Washington general partnership as to Parcels J and Q	4) Daryl Vander Pol, E. Gerald Teel and Charles B. Teel, all as their separate property, a partnership as to Parcel H
	5) Teel, Vander Pol and Teel, a Washington limited partnership, as to an undivided 1/2 interest and E. Gerald Teel and Daryl Lee VanderPol, the co-personal representatives of the Estate of Edwin A. Teel as to an undivided 1/2 interest as to Parcel E	
<input type="checkbox"/> Additional on page		
<b>Grantee:</b>	1) City of Seattle	
<input type="checkbox"/> Additional on page		
<b>Legal Description (abbreviated):</b>	Lots 7-11, Block 34; Lots 7-9, Block 33; Lots 1-7, Block 35; Lots 1-12, Block 36; Lots 3-4, Block 37; Lot 5 Block 38; Lots 1-9 and 12-13, Block 39 of Woodlawn Add. to Green Lake, according to the plat thereof recorded in Vol. 6, Page 20, in King County, Washington	
<input type="checkbox"/> Additional on page                      PAGES A-1 through A-3		

<b>Assessor's Tax Parcel ID #:</b>	952810-1510-03; 952810-1511-02; 952810-1515-08; 952810-1571-09; 952810-1580-08; 952810-1595-01; 952810-1615-07; 952810-1625-05; 952810-1635-03; 952810-1670-09; 952810-1675-04; 952810-1630-08; 952810-1685-02; 952810-1745-00; 952810-1785-01; 952810-1790-04; 952810-1810-00; 952810-1820-08; 952810-1840-04
<b>Reference Nos. of Documents Released or Assigned:</b>	N/A

THIS AMENDED PROPERTY USE AND DEVELOPMENT AGREEMENT (the "Agreement") is executed this \_\_\_\_\_ day of \_\_\_\_\_, 2014, in favor of the City of Seattle, a Washington municipal corporation (herein referred to as the "City"), by the Grantors listed above, collectively, the owners (herein referred to as the "Owners") of property legally described herein (herein referred to as the "Property").

### RECITALS

**A.** The Owners own that certain real Property in the City of Seattle. Complete legal descriptions for the parcels comprising the Property are included on Pages A-1 through A-3 attached hereto and incorporated herein by this reference.

**B.** On October 17, 2005 the Seattle City Council passed Ordinance 121961, which rezoned the Property and accepted a Property Use and Development Agreement (PUDA) in connection with the rezone;

**C.** Among other things, conditions in the PUDA accepted by Ordinance 121961 limit future development of the Property by prohibiting certain uses, including principal use parking;

**D.** The Owner is currently constructing a mixed-use building that will contain a grocery store on a portion of the Property;

**E.** On October 10, 2013, the Owner applied to amend the PUDA to allow accessory use parking for the grocery store on an interim basis for a portion of the Property not currently being redeveloped;

**F.** Seattle Municipal Code (SMC) Section 23.54.025A establishes that, "[i]f parking and parking access...are or will be the sole uses of a lot, or if surface parking outside of structures will comprise more than half of the lot area...then a permit to establish off-site parking may be granted only if principal use parking is a permitted use for such lot."

**G.** SMC Section 23.76.058.C provides that "[p]roperty use and development agreements recorded as a condition of a contract rezone may be amended by agreement between the owner and the City, if the amendment is approved by the Council."

H. Those terms of the PUDA accepted by Ordinance 121961 that are not amended by this Agreement are still valid.

## AGREEMENT

**Section 1. Amended Conditions.** Section 2 of the PUDA accepted by Ordinance 121961 is amended as follows:

**Section 2. Approval Conditions.** The following terms and conditions shall apply to redevelopment of the Property:

- a. Development above the commercial base shall be residential and limited to 64% lot coverage. This requirement may be modified or waived by means of a Design Review Board departure and approval of DPD.
- b. Except as provided by subsection k. of this section, ((F))the following specific uses are prohibited as part of any redevelopment of the Property:
  - Automotive retail sales and services, including:
    - Gas stations;
    - Sales and rental of motorized vehicles;
    - Vehicle repair;
    - Car washes; and
    - Automotive parts or accessory sales.
  - Marine retail sales and services, including:
    - Sales and rental of large boats;
    - Vessel repair;
    - Marine service stations;
    - Dry storage of boats; and
    - Sale of boat parts or accessories.
  - Mortuary services
  - Principal use parking
  - Non-household sales and service, including:
    - Sales, service, and/or rental of commercial equipment.
  - Spectator sports facilities
  - Transportation Facilities, including:
    - Recycling collection stations.
  - Light manufacturing
  - Park and Pool lots
- c. Lodging uses shall be prohibited with the exception of bed and breakfasts.

d. Within the Project, there shall be no more than one non-residential use larger than 15,000 square feet in area, and it shall not exceed 35,000 square feet, not including a mezzanine level containing accessory uses.

e. Within the Project, there shall be no more than three non-residential uses allowed between 10,000 and 15,000 square feet in area.

f. Within the Project, there shall be no more than two non-residential uses allowed between 4,000 to 10,000 square feet in area.

g. Remaining non-residential uses shall be 4,000 square feet in area or less.

h. The final design for the Project will include a mid-block, through-block pedestrian access on the Middle Parcel that will be subject to the use and transparency requirements applicable to street frontages in an NC2 zone. On the South Parcel, the Applicant/Owner agrees to make a good faith effort to design a mid-block, through-block pedestrian crossing, recognizing that the existing ownership pattern on the South Parcel may make this infeasible. The open space created by the through-block connections may be credited toward the required open space for residential development.

i. A minimum of 11% of the rezone area on the Middle and South Parcels shall be publicly accessible open space, with an understanding that at Design Review, more space may need to be required in the context of the adjoining scale of the residential towers.

j. Except as provided by subsection k. of this section, ((P))parking shall be provided on-site in an amount determined by the Director to be adequate to meet all Project-generated demand.

k. Principal use parking may be established for the portion of the Property legally described as:

The East 10 feet of Lot 2, all of Lots 3, 4, and 5, and the North 68 feet of the west 20 feet of Lot 6, all in Block 39, of Woodlawn Addition to Green lake, according to the plat recorded in Volume 6 of Plats, Page 20, records of King County, Washington, Situate in the City of Seattle, County of King, State of Washington.

Parking established pursuant to this subsection k. shall only be used as parking accessory to uses established in the development approved by Master Use Permit 3003634 and shall only be permitted for a period of three years from the date a permit establishing the parking use is made final.

**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 title to the Property and shall be binding upon the Owners, their heirs, successors and assigns, and shall apply to the after-acquired title of the owner of the Property.

**Section 3. Amendment, Exercise of Police Power, No Precedent.** This Agreement may be amended or modified by agreement between Owners and the City provided such amendment shall be 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. Owners agree that nothing in this Agreement is intended to authorize any use or dimension not otherwise permitted in the Neighborhood Commercial 2 zones with a pedestrian overlay. 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 4. Benefited.** 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 property owners may institute and prosecute any proceeding at law or in equity to enforce this Agreement.

**Section 5. Repeal as Additional Remedy.** Owners acknowledge that compliance with the conditions of this Agreement is a condition of the subject rezone and that if Owners avail themselves of the benefits of this rezone but then fail 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 zone.

SIGNED this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

Owners:

**Teel, Vander Pol and Teel, a Washington limited partnership as to Parcels A, C, D, F, G, I, K, L, O, P, R and S**

By: \_\_\_\_\_ By: \_\_\_\_\_ By: \_\_\_\_\_  
Daryl Vander Pol E. Gerald Teel Charles B. Teel  
Its: General Partner Its: General Partner Its: General Partner

**Teel Investment Company, a dissolved Washington company, by its successor in interest, Teel, Vander Pol and Teel, a Washington limited partnership as to Parcel M**

By: Teel, Vander Pol and Teel, a Washington limited partnership  
Its: Successor in interest to Teel Investment Company, a dissolved Washington Company

By: \_\_\_\_\_ By: \_\_\_\_\_ By: \_\_\_\_\_  
Daryl Vander Pol E. Gerald Teel Charles B. Teel  
Its: General Partner Its: General Partner Its: General Partner

**Teel & Madden, a Washington general partnership as to Parcels J and Q**

By: \_\_\_\_\_  
Rodney S. Madden  
Its: General Partner

By: Teel, Vander Pol and Teel, a Washington limited partnership  
Its: General Partner

By: \_\_\_\_\_ By: \_\_\_\_\_ By: \_\_\_\_\_  
Daryl Vander Pol E. Gerald Teel Charles B. Teel  
Its: General Partner Its: General Partner Its: General Partner

**Daryl Vander Pol, E. Gerald Teel and Charles B. Teel, all as their separate property, a partnership as to Parcel H**

By: \_\_\_\_\_  
Daryl Vander Pol, Partner

By: \_\_\_\_\_  
E. Gerald Teel, Partner

By: \_\_\_\_\_  
Charles B. Teel, Partner

**Teel, Vander Pol and Teel, a Washington limited partnership, as to an undivided 1/2 interest and E. Gerald Teel and Daryl Lee Vander Pol, the co-personal representatives of the Estate of Edwin A. Teel as to an undivided 1/2 interest as to Parcel E**

By: Teel, Vander Pol and Teel, a Washington limited partnership

By: _____	By: _____	By: _____
Daryl Vander Pol	E. Gerald Teel	Charles B. Teel
Its: General Partner	Its: General Partner	Its: General Partner

By: \_\_\_\_\_  
E. Gerald Teel, co-personal representative of the Estate of Edwin A. Teel

By: \_\_\_\_\_  
Daryl Lee Vander Pol, co-personal representative of the Estate of Edwin A. Teel

**Teel, Vander Pol and Teel, Washington limited partnership**

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2014, before me personally appeared Daryl Vander Pol, E. Gerald Teel, and Charles B. Teel, to me known to be the General Partners of Teel, Vander Pol and Teel, the Washington limited partnership that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said partnership, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument on behalf of said partnership.

GIVEN under my hand and official seal this \_\_\_ day of \_\_\_\_\_, 2014.

Signature: \_\_\_\_\_  
Name (Print): \_\_\_\_\_  
NOTARY PUBLIC in and for the State  
of Washington, residing at \_\_\_\_\_  
My appointment expires: \_\_\_\_\_

**Teel Investment Company, a dissolved Washington Company, by its successor in interest, Teel, Vander Pol and Teel, a Washington limited partnership**

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2014, before me personally appeared Daryl Vander Pol, E. Gerald Teel, and Charles B. Teel, to me known to be the General Partners of Teel, Vander Pol and Teel, the successor in interest to Teel Investment Company, a dissolved Washington company, that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument on behalf of said company.

GIVEN under my hand and official seal this \_\_\_ day of \_\_\_\_\_, 2014.

Signature: \_\_\_\_\_  
Name (Print): \_\_\_\_\_  
NOTARY PUBLIC in and for the State  
of Washington, residing at \_\_\_\_\_  
My appointment expires: \_\_\_\_\_

**Teel & Madden, a Washington general partnership**

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 2014, before me personally appeared Rodney S. Madden, to me known to be the General Partner of Teel & Madden, the Washington general partnership that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said partnership, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument on behalf of said partnership.

GIVEN under my hand and official seal this \_\_\_\_ day of \_\_\_\_\_, 2014.

Signature: \_\_\_\_\_  
Name (Print): \_\_\_\_\_  
NOTARY PUBLIC in and for the State  
of Washington, residing at \_\_\_\_\_  
My appointment expires: \_\_\_\_\_

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 2014, before me personally appeared Daryl Vander Pol, E. Gerald Teel, and Charles B. Teel, to me known to be the General Partners of Teel, Vander Pol and Teel, the Washington limited partnership, the Washington general partnership that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said partnership, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument on behalf of said partnership.

GIVEN under my hand and official seal this \_\_\_\_ day of \_\_\_\_\_, 2014.

Signature: \_\_\_\_\_  
Name (Print): \_\_\_\_\_  
NOTARY PUBLIC in and for the State  
of Washington, residing at \_\_\_\_\_  
My appointment expires: \_\_\_\_\_

**Daryl Vander Pol, E. Gerald Teel and Charles B. Teel, a partnership**

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 2014, before me personally appeared Daryl Vander Pol, E. Gerald Teel and Charles B. Teel, to me known to be the partners of the Daryl Vander Pol, E. Gerald Teel and Charles B. Teel partnership, and acknowledged said instrument to be the free and voluntary act and deed of said partnership, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument on behalf of said partnership.

GIVEN under my hand and official seal this \_\_\_\_ day of \_\_\_\_\_, 2014.

Signature: \_\_\_\_\_

Name (Print): \_\_\_\_\_

NOTARY PUBLIC in and for the State  
of Washington, residing at \_\_\_\_\_

My appointment expires: \_\_\_\_\_



Legal Descriptions

Parcel A:

The Southerly 65 feet of Lots 7 and 8, Block 34, Woodlawn Addition to Green Lake, according to the plat thereof recorded in Volume 6 of Plats, Page 20, in King County, Washington.

Parcel C:

Lots 9 and 10, Block 34 of Woodlawn Addition to Green Lake, according to the plat thereof recorded in Volume 6 of Plats, Page 20, in King County, Washington.

Parcel D:

The East 10 feet of Lot 7, Block 33 and all of Lot 11, Block 34 of Woodlawn Addition to Green Lake, according to the plat thereof recorded in Volume 6 of Plats, Page 20, in King County, Washington

Parcel E:

The West 20 feet of Lot 7 and the East 20 feet of Lots 8, all in Block 33 of Woodlawn Addition to Green Lake, according to the plat thereof recorded in Volume 6 of Plats, Page 20, in King County, Washington.

Parcel F:

The West 10 feet of Lot 8, and all of Lot 9, all in Block 33 of Woodlawn Addition to Green Lake, according to the plat thereof recorded in Volume 6 of Plats, Page 20, in King County, Washington.

Parcel G:

Lots 1, 2, 3 and 4, Block 35, together with Lots 5 and 6, West 15 feet of Lot 7 and all of Lot 8 in Block 36 of Woodlawn Addition to Green Lake, according to the plat thereof recorded in Volume 6 of Plats, Page 20, in King County, Washington.

Parcel H:

Lots 5 and 6 in Block 35 of Woodlawn Addition to Green Lake, according to the plat thereof recorded in Volume 6 of Plats, Page 20, in King County, Washington;

Except for that portion conveyed to the city of Seattle for street purposes by deed recorded under King County Recording No. 5592987.

Parcel I:

Lot 7, Block 35 and the East half of Lot 7, Block 36 in Woodlawn Addition to Green Lake, according to the plat thereof recorded in Volume 6 of Plats, Page 20, in King County, Washington.

Parcel J:

Lots 2, 3 and 4, Block 36 of Woodlawn Addition to Green Lake, according to the plat thereof recorded in Volume 6 of Plats, Page 20, in King County, Washington.

Parcel K:

Lots 9, 10 and 11, Block 36 of Woodlawn Addition to Green Lake, according to the plat thereof recorded in Volume 6 of Plats, Page 20, in King County, Washington.

Parcel L:

Lot 1 in Block 36 and Lot 3 in Block 37, all in Wood lawn Addition to Green Lake, according to the plat thereof recorded in Volume 6 of Plats, Page 20, in King County, Washington.

Parcel M:

Lot 12 in Block 36 and Lot 4 in Block 37, all in Woodlawn Addition to Green Lake, according to the plat thereof recorded in Volume 6 of Plats, Page 20, in King County, Washington.

Parcel O:

Lot 5, Block 38 of Woodlawn Addition to Green Lake, according to the plat thereof recorded in Volume 6 of Plats, Page 20, in King County, Washington.

Parcel P:

Lots 1, 2, 3, 4 and 5, Block 39 of Woodlawn Addition to Green Lake, according to the plat thereof recorded in Volume 6 of Plats, Page 20, in King County, Washington.

Parcel Q:

Lots 6 and 7, Block 39 of Woodlawn Addition to Green Lake, according to the plat thereof recorded in Volume 6 of Plats, Page 20, in King County, Washington.

Parcel R:

Lots 8 and 9, Block 39 of Woodlawn Addition to Green Lake, according to the plat thereof recorded in Volume 6 of Plats, Page 20, in King County, Washington.

Parcel S:

Lots 12 and 13, Block 39 of Woodlawn Addition to Green Lake, according to the plat thereof recorded in Volume 6 of Plats, Page 20, in King County, Washington.

**FISCAL NOTE FOR NON-CAPITAL PROJECTS**

<b>Department:</b>	<b>Contact Person/Phone:</b>	<b>DOF Analyst/Phone:</b>
Legislative	Ketil Freeman, 684.8178	NA

**Legislation Title:**

An ORDINANCE approving an amendment of the Property Use and Development Agreement approved by Ordinance 121961 for property located at 419 N.E. 71<sup>st</sup> Street.

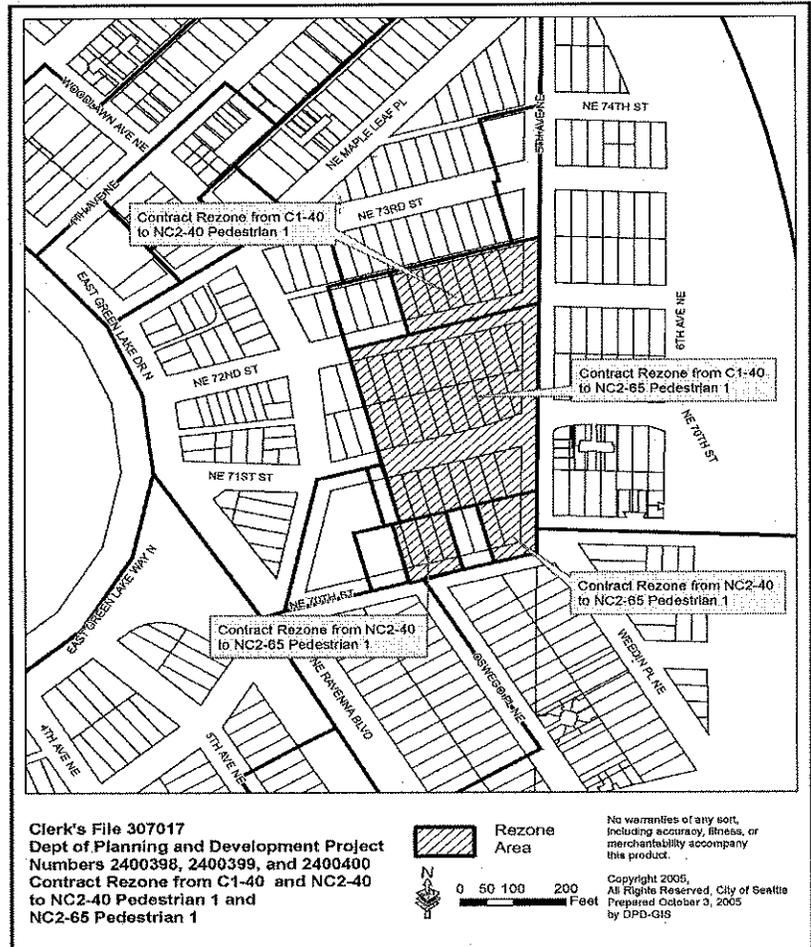
• **Summary of the Legislation:**

This legislation amends a Property Use and Development Agreement (PUDA) accepted in association with a contract rezone of property in the Green Lake Residential Urban Village. The amended PUDA would allow off-site accessory use parking for a grocery store in a portion of the rezone area. The accessory use parking would be an allowed use for a period of no more than three years.

• **Background:**

In 2005 the Council passed Ordinance 121961, which 1) rezoned all of one block and portions of two others in the Greenlake Residential Urban Village, including the block formerly occupied by a Vitamilk facility, and 2) accepted a PUDA in connection with the rezone. The quasi-judicial rezone was requested to facilitate future mixed use development. The rezone map from Ordinance 121961 is shown in the figure to the right.

The PUDA accepted through Ordinance 121961 establishes a variety of conditions including a prohibition on principal use parking in the rezone area. For the



purposes of the Land Use Code, if off-site parking comprises the sole use of a lot, then that parking is considered principal use parking. See Seattle Municipal Code § 23.54.025.A.

Since passage of Ordinance 121961, the owner of the property has begun to redevelop the block in the rezone area bounded by NE 72<sup>nd</sup> Street, 5<sup>th</sup> Avenue NE, NE 71<sup>st</sup> Street, and Woodlawn Avenue NE with a mixed use project that will contain a grocery store. Construction of that project is nearly complete. The owner has petitioned the Council to amend the PUDA to allow off-site parking for the proposed grocery store on an interim basis while customers become familiar with the grocery store location. The proposed parking would contain 38 spaces and would be located on a site immediately across NE 71<sup>st</sup> Street from the mixed use project under construction. The proposed off-site parking will be redeveloped in the future

- *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.)*