

June 2, 2014

City of Seattle
Hearing Examiner
700 5th Ave, Suite 4000
PO Box 94729
Seattle, WA. 98124-4729

Re: Appeal MUP-14-001(W)-6917 California Ave SW (3016077)

To whom it may concern;

This letter is to officially withdraw the MUP appeal 14-001 (W) above, the undersigned parties have reach a settlement agreement which has been fully executed by both parties.

Sincerely,



Daniel Duffus, Manager Blueprint Capital Holdings, LLC



Vlad Oustimovitch, Morgan Neighbors

cc. Glenn Amster
cc. Carly Guillory

SETTLEMENT AGREEMENT

This Settlement Agreement is made and entered into this 2nd of June, 2014, by and between Morgan Neighbors, (“Neighbors”), and Blueprint Capital Holdings, LLC (“Blueprint”), collectively referred to as the “Parties.”

RECITALS

1. On March 31, 2014, Neighbors filed an appeal with the City of Seattle Hearing Examiner challenging the Analysis and Decision of the Director of the Department of Planning and Development to issue a Determination of Nonsignificance pursuant to the State Environmental Policy Act, MUP-14-001 (“Appeal”) for a 3-story, 30-unit residential project to be located at 6917 California Avenue SW (the “Project”). Blueprint is the applicant and proponent of the Project.

2. The Parties now seek to avoid the risks and costs of the Appeal by resolving their dispute according to the terms and conditions described below.

AGREEMENT

NOW, WHEREAS, in consideration of the mutual promises, covenants and undertakings herein, the Parties have agreed and hereby agree as follows:

1. Modifications to the Project. Blueprint agrees to modify the Project in a manner consistent with applicable laws and codes, as follows:

a. Parking. Blueprint will modify the Project to add two, or if allowable, three parking spaces towards the rear of the site. Blueprint will lease these parking spaces at market value to a car-sharing service, such as Zip Car or some similar provider. If no car-sharing service is ready and willing to lease the parking spaces, Blueprint may lease the parking spaces to residents of the Project for fair market value.

b. Additional Parking. The Parties acknowledge and agree there is a large tree located at the rear of the site that currently precludes the establishment of additional parking spaces. In the event the large tree dies, Blueprint agrees to provide the maximum allowable and feasible number of parking spaces in its place. Blueprint may lease these additional spaces to residents of the Project for the then fair market value.

c. Building Colors. Blueprint agrees to provide Neighbors an opportunity to express their preference for exterior paint colors for the Project.

2. Parking Revenue. The Parties understand and agree it would be difficult to estimate the future revenue from the parking spaces to be provided at the Project. Instead, the Parties estimate current value of such revenue to be Twenty-Five Thousand and no/100 Dollars (\$25,000.00), which sum Blueprint shall donate to a not-for-profit entity designated by the Morgan Community Association (MOCA). Neighbors shall be responsible for (i) ensuring such designation is done in accordance with MOCA’s procedural rules and (ii) notifying Blueprint of the entity designated by MOCA within

ninety (90) days of the date of this Agreement.

3. Residential Parking Zone Covenant. Within Ninety (90) days of the date Neighbors withdraws the Appeal pursuant to Section 4 below, Blueprint shall execute and file for record a covenant, substantially in the form attached hereto as Exhibit "A", limiting the number of Residential Parking Zone permits to one (1) per dwelling unit should the Project be included in a Residential Parking Zone at any time in the future.

4. Dismissal of Action and Waiver. Immediately upon execution of this Agreement, Neighbors agree to dismiss or cause the dismissal of the Appeal and expressly agree not to appeal, oppose, or encourage others to appeal or oppose any land use and environmental determinations for the Project, provided it is modified as called for in this Agreement.

5. Notices. Notice required under this Agreement shall be effective if made via U.S. Mail and electronically to the Parties as provided below:

Morgan Neighbors
4109 SW Orchard St.
Seattle, WA 98136-1940
Attn: Vlad Oustimovitch
vlad@voka.us

Blueprint Capital Holdings
2701 California Ave SW #208
Seattle, WA 98116
Attn.: Dan Duffus
dan@soleildevelopment.com

6. Modification. No change or addition to this Agreement shall be binding or valid upon any Party unless such change or addition is in writing and agreed to by the Parties or their heirs, successors, or assigns. This Agreement may be amended by written agreement, or terminated by agreement of the Parties or their heirs, successors, or assigns.

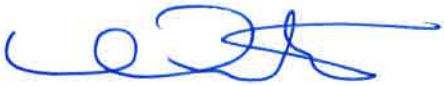
7. Authorization. The officer, agent, or employee signing this Agreement on behalf of each Party hereby warrants that he or she is duly authorized to execute the Agreement.

8. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and which together constitute one and the same instrument.


IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date and year first written above.

MORGAN NEIGHBORS

BLUEPRINT CAPITAL
HOLDINGS, LLC

By: 

Vlad Oustimovitch
Its: _____

By: 

Dan Duffus
Its: Managing Member

4813-1502-6203, v. 1

Exhibit "A"

Form of Residential Parking Zone Covenant

When Recorded, Return to:

Kantor Taylor Nelson Evatt & Decina PC
901 Fifth Avenue, Suite 4000
Seattle, WA 98164
Attn.: Glenn J. Amster

Document Title: Residential Parking Covenant
Grantor: Blueprint Capital Holdings, LLC
Grantee: Blueprint Capital Holdings, LLC
Legal Description: Portion of Lots 37 and 38, Block 1 Glenwood Park #2 in
the City of Seattle, State of Washington

(full legal description on page 1 of document)

Assessor's Property Tax Account Number: 281010-0245

RESIDENTIAL PARKING COVENANT

2ND This Residential Parking Covenant ("Covenant") is made and entered into this day of JUNE, 2014, by Blueprint Capital Holdings, LLC, a Washington limited liability company ("Grantor").

RECITALS

A. Grantor is the owner of the property described as follows:

THAT PORTION OF LOTS 37 AND 38, BLOCK 1, GLENWOOD PARK #2, AN ADDITION TO THE CITY OF SEATTLE, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 19 OF PLATS, PAGE 19, RECORDS OF KING COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 37;
THENCE N 00°25'45" E ALONG THE EAST MARGIN OF SAID LOTS, 62.11 FEET;
THENCE N 89°19'42" W, 60.05 FEET;
THENCE S 00°25'45" W, 2.08 FEET;
THENCE N 89°19'42" W, 40.00 FEET TO THE WEST MARGIN OF SAID LOTS;
THENCE S 00°25'45" W ALONG SAID MARGIN, 60.03 FEET TO THE SOUTH MARGIN OF SAID LOT 37;
THENCE S 89°19'42" E ALONG SAID MARGIN, 100.05 FEET TO THE POINT OF BEGINNING;

CONTAINING IN ALL 6,130.9 SQUARE FEET.

SUBJECT TO AND TOGETHER WITH A INGRESS, EGRESS, PEDESTRIAN AND UTILITY EASEMENT FOR THE BENEFIT OF PARCELS INCLUSIVE TO CITY OF SEATTLE LOT BOUNDARY ADJUSTMENT NUMBER 3015712 OVER, UNDER AND ACROSS THAT PORTION OF SAID LOT 38, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 37 IN SAID BLOCK 1;
THENCE N 00°25'45" E ALONG THE EAST MARGIN OF SAID LOTS, 54.61 FEET TO THE TRUE POINT OF BEGINNING;
THENCE N 89°19'42" W, 65.05 FEET;
THENCE N 00°25'45" E, 5.42 FEET;
THENCE S 89°19'42" E, 5.00 FEET;
THENCE N 00°25'45" E, 4.58 FEET;
THENCE S 89°19'42" E, 60.05 FEET TO THE EAST MARGIN OF SAID LOTS;
THENCE S 00°25'45" W ALONG SAID MARGIN, 10.00 FEET TO THE TRUE POINT OF BEGINNING.

("Property").


B. Grantor proposes to construct a 3-story, 30-unit residential project on the Property.

C. The Morgan Community Association dba Morgan Neighbors filed an appeal of a City of Seattle decision in furtherance of the project. Grantor settled the appeal by, among other things, agreeing to execute and file for record a covenant limiting the number of Residential Parking Zone permits to one (1) per dwelling unit should the Project be included in a City of Seattle Residential Parking Zone at any time in the future.

Now, therefore, in satisfaction of the Settlement Agreement by and between Grantor and Morgan Neighbors, Grantor does hereby covenant and agree that in the event the Property is included in a City of Seattle Residential Parking Zone, each residential unit within the building constructed on the Property shall be entitled to no more than one (1) Residential Parking Zone permit.

This covenant shall run with the land in perpetuity and shall bind the Grantor and the Grantor's heirs, personal representatives, successors in interest and assigns unless and until modified by an agreement in writing executed by Grantor and Morgan Neighbors, their heirs, successors or assigns.

BLUEPRINT CAPITAL HOLDINGS, LLC

By: 

Dan Duffus
Its: Managing Member

[notary block on following page]

