

CITY OF SEATTLE
ORDINANCE 126902
COUNCIL BILL 120659

AN ORDINANCE relating to the transfer of City real property for housing development; declaring the property located at 6109 Phinney Avenue N (“Property”) surplus to the City’s needs; authorizing transfer of the Phinney Ridge Property to Homestead Community Land Trust or its designee; authorizing the Director of the Office of Housing or the Director’s designee to execute and deliver a contract for transfer of land, deed, and related documents; and ratifying and confirming certain prior acts.

WHEREAS, in Ordinance 125960, The City of Seattle (“City”) declared the Property (described below) surplus, and transferred jurisdiction of the Property to the Office of Housing for the purpose of developing permanently affordable home ownership for low-income households at or below 80 percent of the median income; and

WHEREAS, the Office of Housing conducted a competitive process and selected Homestead Community Land Trust as the developer for permanently affordable homeownership on the Property based upon its plan to develop 19 units of affordable housing at the site; and

WHEREAS, Homestead Community Land Trust has since acquired, at the organization’s expense, an adjacent property to assemble a larger site to create an easier to develop site with additional street frontage; and

WHEREAS, Homestead Community Land Trust has conducted due diligence and pre-development activities, applied for permits, has incurred substantial pre-development expenses and now proposes to develop a multifamily residential development including 30 condominium units, with 19 that will be affordable to households earning less than 80 percent of the area median income; and

WHEREAS, upon transfer of title to the Property, the Office of Housing shall require the transferee to accept the Property “as-is, where-is, with all faults” and to release,

1 indemnify, and hold the City harmless from any future claims regarding the condition of
2 the Property, including but not limited to any and all claims related to environmental
3 conditions; NOW, THEREFORE,

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

5 Section 1. The Property is located at 6109 Phinney Avenue N, Seattle, Washington
6 98117, King County Tax Parcel No. 952310-1290, and is legally described below:

7 LOTS 7, 8, 9 AND 10, BLOCK 81, SUPPLEMENTAL PLAT OF WOODLAND PARK,
8 ADDITION TO THE CITY OF SEATTLE, ACCORDING TO THE PLAT THEREOF
9 RECORDED IN VOLUME 5 OF PLATS, PAGE 19, IN KING COUNTY,
10 WASHINGTON; EXCEPT THE NORTH 5 FEET OF LOT 7 AS CONVEYED BY
11 DEED RECORDED UNDER RECORDING NO. 4291156; EXCEPT THE SOUTH 20
12 FEET OF THE EAST 50 FEET OF LOT 7; AND EXCEPT THE EAST 50 FEET OF
13 LOTS 8 AND 9, ALL CONVEYED BY DEED RECORDED UNDER RECORDING
14 NO. 4306574.

15 Section 2. The Director of the Office of Housing or the Director’s designee (“Director”)
16 is authorized to negotiate a property transfer agreement (“Agreement”) and any ancillary
17 documents to accomplish the transfer of ownership of the Property to Homestead Community
18 Land Trust (“Homestead CLT”), a Washington nonprofit corporation, or with a designee or
19 assignee of Homestead CLT approved by the Director, on the terms and subject to the conditions
20 authorized in this ordinance. The Director is also authorized to make amendments to the legal
21 description in Section 1 of this ordinance as may be necessary to correct scrivener’s errors or to
22 conform the legal description to the precise boundaries of the Property.

23 Section 3. The Agreement shall reflect the provisions included in the Term Sheet attached
24 to this ordinance as Attachment A, with such revisions and additions as the Director may
25 determine are reasonably necessary to carry out the intent of this ordinance.

26 Section 4. The improvements to be developed on the Property are to include at least 19
27 condominium units, to be sold to households with incomes at or below 80 percent of median

1 income at prices deemed to be affordable by the Director. The condominium units, together with
2 any additional improvements to be developed on the Property with the approval of the Director
3 and all necessary regulatory approvals, are referred to in this ordinance as the “Project.”

4 Section 5. The Director is authorized to execute and deliver such additional documents,
5 which may include amendments to the Agreement and related covenants, and to take such other
6 actions as may be necessary or appropriate to implement the intent of this ordinance and
7 development of the Project, and to administer and enforce the Agreement, covenants, and any
8 other such documents that the Director deems appropriate to implement the intent of this
9 ordinance and development of the Project. The authority given to the Director in this ordinance
10 may be delegated to and exercised by the Director’s designee.

11 Section 6. Upon transfer of title to the Property, the Director shall require the transferee
12 to accept the Property “as-is, where-is, with all faults” and to release, indemnify, and hold the
13 City harmless from any future claims regarding the condition of the Property, including but not
14 limited to any and all claims related to environmental conditions.

15 Section 7. Any act consistent with the authority of this ordinance taken after its passage
16 and prior to its effective date is ratified and confirmed.

1 Section 8. This ordinance shall take effect and be in force 30 days after its approval by
2 the Mayor, but if not approved and returned by the Mayor within ten days after presentation, it
3 shall take effect as provided by Seattle Municipal Code Section 1.04.020.

4 Passed by the City Council the 26th day of September, 2023,
5 and signed by me in open session in authentication of its passage this 26th day of
6 September, 2023.

7 
8 _____

8 President _____ of the City Council

9 Approved / returned unsigned / vetoed this 2nd day of October, 2023.

10 
11 _____

11 Bruce A. Harrell, Mayor

12 Filed by me this 2nd day of October, 2023.

13 
14 _____

14 Scheereen Dedman, City Clerk

15 (Seal)

16 Attachments:

17 Attachment A - Term Sheet: Transfer of Property from The City of Seattle ("City") to
18 Homestead Community Land Trust or Its Designee or Assignee ("Transferee")

Attachment 1: Term Sheet

TRANSFER OF PROPERTY FROM THE CITY OF SEATTLE (“City”) TO HOMESTEAD COMMUNITY LAND TRUST OR ITS DESIGNEE OR ASSIGNEE (“Transferee”)

This term sheet describes the basic terms of the proposed transfer of property between Transferee and City. The Agreement will include the following terms:

1. Transfer. Any transfer of the property shall be by Quit Claim Deed.
2. Consideration. In consideration for the City transferring the Property to Transferee, Transferee shall agree to construct or cause to be constructed at the Property or adjacent property improvements substantially as described in those plans and specifications submitted by Homestead Community Land Trust to the Office of Housing which improvements shall be a condominium building which includes 19 units to be for sale and affordable to households with incomes at the time of sale of 80% or less of the area median income (AMI), as defined by the City of Seattle’s Office of Housing.
3. Conditions precedent to the City’s obligation to transfer the property:
 - a. Transferee shall have obtained approval from the Director of the Office of Housing (Director) of the final plan set and development budget including projected sales prices.
 - b. Transferee shall have obtained permits for the development of the Property consistent with the designs approved by the Office of Housing.
 - c. Transferee shall have provided evidence satisfactory to the Office of Housing that Transferee has secured all necessary construction financing to fund the construction of the Project.
4. Other conditions.
 - a. The Agreement may contain other conditions determined by the Director to be necessary to provide the desired outcomes.
 - b. Upon transfer of title to the property, the Office of Housing shall require the transferee to accept the property “as-is, where-is, with all faults” and to release, indemnify, and hold the City harmless from any future claims regarding the condition of the property, including but not limited to any and all claims related to environmental conditions.
 - c. Transferee to convey to the City at least a 50-year covenant preserving the 19 condominium units built on the Property as resale-restricted affordable homes. As such, all home sales shall only be to households with incomes at or below 80% of AMI at affordable prices for a period of no less than 50 years.