

CITY OF SEATTLE
ORDINANCE 126903
COUNCIL BILL 120660

AN ORDINANCE relating to the transfer of City real property for housing development; transferring properties collectively known as “Sites 5–11” to selected developers or their designees; authorizing the Director of the Office of Housing or the Director’s designee to execute and deliver agreements for transfer of land, deeds, and related documents; and ratifying and confirming certain prior acts.

WHEREAS, in Ordinance 126331, The City of Seattle (“City”) authorized the Director to enter into an agreement and to accept the transfer of ten sites of real property along Martin Luther King Jr. Way in Southeast Seattle from the Central Puget Sound Regional Transit Authority (“Sound Transit”) for the purpose of developing permanently affordable home ownership for low-income households at or below 80 percent of the area median income; and

WHEREAS, as a condition of the property transfers, Sound Transit recorded covenants that require the properties be used for housing affordable to households with incomes at or below 80 percent area median income, in accordance with Revised Code of Washington (RCW) 81.112.350; and

WHEREAS, seven of the ten sites accepted from Sound Transit are proposed to be transferred for housing development to selected developers or their designees as laid out below, including the properties located at 4203 South Kenyon Street and 7908 Martin Luther King Jr. Way South (“Site 5”), 6740 Martin Luther King Jr. Way South (“Site 6”), 3601 Martin Luther King Jr. Way South (“Site 7”), 7860 Martin Luther King Jr. Way South (“Site 8”), 4865 Martin Luther King Jr. Way South and 3112 South Ferdinand Street (“Site 9”), 3201 South Ferdinand Street, a.k.a. 4912 Martin Luther King Jr. Way South

1 (“Site 10”), and 5042 Martin Luther King Jr. Way South (“Site 11”), collectively known
2 as “Sites 5–11”; and

3 WHEREAS, the Office of Housing released a Request for Proposals for Sites 8, 10, and 11 on
4 April 22, 2022, conducted a competitive selection process and selected Habitat for
5 Humanity Seattle–King and Kittitas Counties (“Habitat”) as the developer for
6 permanently affordable homeownership on Sites 8, 10, and 11; and

7 WHEREAS, Habitat proposes to develop seven homes on Sites 8, 10, and 11 to be affordable to
8 households earning less than 80 percent of the area median income; and

9 WHEREAS, the Office of Housing released a Request for Proposals for Sites 5, 6, 7, and 9 on
10 March 24, 2023, conducted a competitive selection process and selected Habitat in
11 partnership with African Community Housing & Development as the developer for
12 permanently affordable homeownership on Sites 6, 7, and 9, and selected Homestead
13 Community Land Trust as the developer for permanently affordable homeownership on
14 Site 5; and

15 WHEREAS, Habitat in partnership with African Community Housing & Development proposes
16 to develop 64 homes on Sites 6, 7, and 9 and Homestead Community Land Trust
17 proposes to develop eight homes on Site 5 to be affordable to households earning less
18 than 80 percent of the area median income; and

19 WHEREAS, upon transfer of title of each of Sites 5–11, the Office of Housing shall require the
20 transferee to accept the Property “as-is, where-is, with all faults” and to release,
21 indemnify, and hold the City harmless from any future claims regarding the condition of
22 the Property, including but not limited to any and all claims related to environmental
23 conditions; NOW, THEREFORE,

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

2 Section 1. Sites 5–11 are described as follows:

3 A. Site 5:

4 4203 South Kenyon Street, Seattle 98118 and 7908 Martin Luther King Jr. Way South,
5 Seattle 98118; Tax Parcels 4006000319-00 and 4006000322-00, legally described as
6 follows:

7 THE NORTH 56.58 FEET OF THE WEST HALF OF LOT 16 OF LAKE DELL,
8 ACCORDING TO PLAT RECORDED IN VOLUME 4 OF PLATS AT PAGE(S) 17, IN
9 KING COUNTY, WASHINGTON;

10 EXCEPT THE EAST 150 FEET THEREOF;

11 AND EXCEPT THAT PORTION THEREOF CONDEMNED IN KING COUNTY
12 SUPERIOR COURT CAUSE NO. 216919 FOR EMPIRE WAY, PURSUANT TO CITY
13 OF SEATTLE ORDINANCE NO. 55314;

14 TOGETHER WITH THE PROPERTY DESCRIBED IN THE DEED FOR STREET
15 PURPOSES RECORDED UNDER RECORDING NO. 20110526000998, BUT
16 RESERVING TO THE CITY THE STREET AND UTILITIES EASEMENT
17 DESCRIBED THEREIN.

18 AND

19 THE SOUTH 73 FEET OF THE NORTH 129.58 FEET OF THE WEST HALF OF
20 TRACT 16 OF LAKE DELL, ACCORDING TO PLAT RECORDED IN VOLUME 4
21 OF PLATS AT PAGE(S) 17, IN KING COUNTY, WASHINGTON;

22 EXCEPT THE EAST 150 FEET THEREOF;

23 AND EXCEPT THAT PORTION CONDEMNED IN KING COUNTY SUPERIOR
24 COURT CAUSE NO. 216599 FOR EMPIRE WAY, AS PROVIDED BY CITY OF
25 SEATTLE ORDINANCE NO. 53314;

26 TOGETHER WITH THE PROPERTY DESCRIBED IN THE DEED FOR STREET
27 PURPOSES RECORDED UNDER RECORDING NO. 20110526000997, BUT
28 RESERVING TO THE CITY THE STREET AND UTILITIES EASEMENT
29 DESCRIBED THEREIN.

30 B. Site 6:

31 6740 Martin Luther King Jr. Way South, Seattle 98118; Tax Parcel Number 3333002640-
32 00, legally described as follows:

1 THAT PORTION OF LOT 5 IN BLOCK 13 OF HILLMAN CITY ADDITION TO THE
2 CITY OF SEATTLE, DIVISION NO. 6, ACCORDING TO PLAT RECORDED IN
3 VOLUME 11 OF PLATS AT PAGE(S) 23, IN KING COUNTY, WASHINGTON,
4 LYING EASTERLY OF EMPIRE WAY SOUTH, KNOW KNOWN AS MARTIN
5 LUTHER KING WAY;

6 TOGETHER WITH THE PROPERTY DESCRIBED IN THE DEED FOR STREET
7 PURPOSES RECORDED UNDER RECORDING NO. 20101208001109,
8 CORRECTED BY RECORDING NOS. 20210903001208 AND 20210909001079, BUT
9 RESERVING TO THE CITY THE STREET AND UTILITIES EASEMENT
10 DESCRIBED THEREIN.

11 C. Site 7:

12 3601 Martin Luther King Jr. Way South, Seattle, 98144; Tax Parcel Number
13 1426300125-00

14 LOTS 3 THROUGH 6; THE NORTH 10 FEET OF LOT 7, THE NORTH 11 FEET OF
15 THE EAST 27 FEET OF LOT 34, AND ALL OF LOTS 35 AND 36 IN BLOCK 2 OF
16 CASCADE VIEW ADDITION TO THE CITY OF SEATTLE, ACCORDING TO PLAT
17 RECORDED IN VOLUME 15 OF PLATS AT PAGE(S) 75, IN KING COUNTY,
18 WASHINGTON;

19 EXCEPT THE WEST 75 FEET OF SAID LOT 35;

20 ALSO EXCEPT THE WEST 3 FEET OF SAID LOT 36;

21 ALSO EXCEPT THAT PORTION OF SAID LOTS 4 THROUGH 7 CONDEMNED IN
22 KING COUNTY SUPERIOR COURT CAUSE NO. 98096 FOR EMPIRE WAY
23 SOUTH, PURSUANT TO ORDINANCE NO. 30673;

24 TOGETHER WITH THE PROPERTY DESCRIBED IN THE DEED FOR STREET
25 PURPOSES RECORDED UNDER RECORDING NO. 20100217000919, BUT
26 RESERVING TO THE CITY THE STREET AND UTILITIES EASEMENT
27 DESCRIBED THEREIN;

28 TOGETHER WITH THAT PORTION OF VACATED ALLEY ADJOINING, WHICH,
29 UPON VACATION ATTACHES TO SAID PROPERTY BY OPERATION OF LAW.

30 D. Site 8:

31 7860 Martin Luther King Jr. Way South, Seattle, 98118; Tax Parcel Number
32 4281400385-00, legally described as follows:

33 THE SOUTH 11 FEET OF LOTS 1 AND 2 AND LOTS 35 THROUGH 38,
34 INCLUSIVE IN BLOCK 5 OF LESTER ADDITION, ACCORDING TO PLAT
35 RECORDED IN VOLUME 19 OF PLATS AT PAGE(S) 39, IN KING COUNTY,
36 WASHINGTON;

1 EXCEPT THE SOUTH 53 FEET THEREOF;

2 ALSO EXCEPT THE EAST 15 FEET OF SAID LOT 35;

3 TOGETHER WITH THAT PORTION DESCRIBED IN THE DEED FOR STREET
4 PURPOSES RECORDED UNDER RECORDING NO. 20110526000999, BUT
5 RESERVING TO THE CITY THE STREET AND UTILITIES EASEMENT
6 DESCRIBED THEREIN.

7 E. Site 9:

8 4865 Martin Luther King Jr. Way South, Seattle 98108 and 3112 South Ferdinand Street,
9 Seattle 98108; Tax Parcel Numbers 1756700110-06 and 1756700120-04, legally
10 described as follows:

11 ALL OF LOT 25 AND THE NORTH 36 FEET OF LOT 26 OF CORLISS ADDITION
12 TO COLUMBIA, ACCORDING TO PLAT RECORDED IN VOLUME 15 OF PLATS
13 AT PAGE(S) 27, IN KING COUNTY, WASHINGTON;

14 EXCEPT THAT PORTION OF SAID LOT 26 CONDEMNED IN KING COUNTY
15 SUPERIOR COURT CAUSE NO. 98096 FOR EMPIRE WAY, PURSUANT TO
16 ORDINANCE NO. 30673;

17 TOGETHER WITH THAT PROPERTY DESCRIBED IN THE DEED FOR STREET
18 PURPOSES BY DEED RECORDED UNDER RECORDING NO. 20091112002409,
19 BUT RESERVING TO THE CITY THE STREET AND UTILITIES EASEMENT
20 DESCRIBED THEREIN;

21 AND

22 LOTS 26 AND 27 OF CORLISS ADDITION TO COLUMBIA, ACCORDING TO
23 PLAT RECORDED IN VOLUME 15 OF PLATS AT PAGE(S) 27, IN KING COUNTY,
24 WASHINGTON;

25 EXCEPT THE NORTH 36 FEET OF LOT 26;

26 AND EXCEPT THAT PORTION OF SAID LOTS 26 AND 27 CONDEMNED IN
27 KING COUNTY SUPERIOR COURT CAUSE NO. 98096 FOR EMPIRE WAY,
28 PURSUANT TO ORDINANCE NO. 30673;

29 TOGETHER WITH THAT PROPERTY DESCRIBED IN THE DEED FOR STREET
30 PURPOSES RECORDED UNDER RECORDING NO. 20091112002406, BUT
31 RESERVING TO THE CITY THE STREET AND UTILITIES EASEMENT
32 DESCRIBED THEREIN.

1 F. Site 10:

2 3201 South Ferdinand Street, Seattle 98108, a.k.a. 4912 Martin Luther King Jr. Way
3 South, Seattle, 98108; Tax Parcel Number 1703400990-00; legally described as follows:

4 LOTS 1664 AND 1665 IN BLOCK 61 OF COLUMBIA SUPPLEMENTAL
5 NUMBER 1, ACCORDING TO PLAT RECORDED IN VOLUME 8 OF PLATS AT
6 PAGE(S) 12, IN KING COUNTY, WASHINGTON;

7 EXCEPT THAT PORTION THEREOF CONDEMNED IN KING COUNTY
8 SUPERIOR CAUSE NUMBER 98096 FOR STREET PURPOSES AS PROVIDED BY
9 ORDINANCE NUMBER 30673 OF THE CITY OF SEATTLE;

10 TOGETHER WITH THE PROPERTY DESCRIBED IN THE DEED FOR STREET
11 PURPOSES RECORDED UNDER RECORDING NO. 20090720000113, BUT
12 RESERVING TO THE CITY THE STREET AND UTILITIES EASEMENT
13 DESCRIBED THEREIN.

14 G. Site 11:

15 5042 Martin Luther King Jr. Way South, Seattle 98118; Tax Parcel Number 2660500259-
16 00, legally described as follows:

17 THAT PORTION OF THE SOUTH 50 FEET OF TRACT 5 OF FRYE’S ADDITION
18 TO COLUMBIA, ACCORDING TO PLAT RECORDED IN VOLUME 9 OF PLATS
19 AT PAGE(S) 87, IN KING COUNTY, WASHINGTON, LYING EAST OF EMPIRE
20 WAY;

21 EXCEPT THE EAST 88 FEET THEREOF;

22 TOGETHER WITH THE PROPERTY DESCRIBED IN THE DEED FOR STREET
23 PURPOSES RECORDED UNDER RECORDING NO. 20090720000143, BUT
24 RESERVING TO THE CITY THE STREET AND UTILITIES EASEMENT
25 DESCRIBED THEREIN.

26 Section 2. The Director of the Office of Housing (“Director”) or the Director’s designee
27 is authorized to negotiate property transfer agreements (“Agreements”) and any ancillary
28 documents to accomplish the transfer of ownership of Sites 5–11, to the selected developers or
29 their designees or assignees, if approved by the Director, on the terms and subject to the
30 conditions authorized in this ordinance. The Director is also authorized to make amendments to
31 the legal descriptions in Section 1 of this ordinance as may be necessary to correct scrivener’s
32 errors or to conform the legal description to the precise boundaries of each property.

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

4 Section 4. Improvements to be developed on Sites 5–11 are to include at least the number
5 of residential units as described in the Term Sheet to the extent practicable as determined by the
6 Director, to be sold to households with incomes at or below 80 percent of median income at
7 prices deemed to be affordable by the Director. The homes, together with any additional
8 improvements to be developed on Sites 5–11 with the approval of the Director and all necessary
9 regulatory approvals, are referred to in this ordinance as the “Projects.”

10 Section 5. The Director is authorized to execute and deliver such additional documents,
11 which may include amendments to the Agreements and related covenants, and to take such other
12 actions, as may be necessary or appropriate to implement the intent of this ordinance and
13 development of the Projects, and to administer and enforce the Agreements, covenants, and any
14 other such documents that the Director deems appropriate to implement the intent of this
15 ordinance and development of the Projects. The authority given to the Director in this ordinance
16 may be delegated to and exercised by the Director’s designee.

17 Section 6. Upon transfer of title for each of Sites 5–11, the Director shall require the
18 transferee to accept such site “as-is, where-is, with all faults” and to release, indemnify, and hold
19 the City harmless from any future claims regarding the condition of such sites, including but not
20 limited to any and all claims related to environmental conditions.

21 Section 7. Any act consistent with the authority of this ordinance taken after its passage
22 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 Sites 5-11 from The City of Seattle ("City") to Each
18 Selected Developer or Its Designee or Assignee ("Transferee")

Attachment 1: Term Sheet

TRANSFER OF SITES 5–11 FROM THE CITY OF SEATTLE (“City”) TO EACH SELECTED DEVELOPER OR ITS DESIGNEE OR ASSIGNEE (“Transferee”)

This term sheet describes the basic terms of the proposed transfer of property between Transferee and City. Each 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 a site to Transferee, Transferee shall agree to construct or cause to be constructed within the Property improvements substantially as described in those plans and specifications submitted by the Selected Developer which improvements shall be residential units to be for sale 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 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.
5. **Affordable Units anticipated by Site.** The precise number of units will depend upon permitting and financing requirements but should include at least the number of units below to the extent practicable, as determined by the Director.

	Awardee	Number of Units	Number of Bedrooms				
			1-bdrm	2-bdrm	3-bdrm	4-bdrm	5-bdrm
Site 5	Homestead CLT	8			8		
Site 6	ACHD and Habitat	30	10	20			
Site 7	ACHD and Habitat	31	9	22			
Site 8	Habitat	3					
Site 9	ACHD and Habitat	3				3	
Site 10	Habitat	3					
Site 11	Habitat	1					1
TOTAL		79	19	42	8	3	1