



Legislation Text

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File #: CB 119070, Version: 1

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**CITY OF SEATTLE**

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

**COUNCIL BILL** \_\_\_\_\_

AN ORDINANCE relating to the redevelopment of certain City-owned real property across from the Seattle Center campus; authorizing the execution of a Restrictive Covenant, Easement and Circulation Agreement with 225 Roy LLC for the coordinated development of the parties' adjacent properties; authorizing the execution of a quitclaim deed to a portion of the City property to 225 Roy LLC in exchange for an easement providing that the property be used and maintained as publicly accessible open space, in perpetuity; and authorizing the Director of the Seattle Center Department to execute documents and take other actions in connection with this matter.

WHEREAS, The City of Seattle (City) is the fee owner of certain property located 222 Mercer Street (City Property), which property is currently under Seattle Center jurisdiction; and

WHEREAS, 225 Roy LLC (225 Roy) is the fee owner of certain property located at 225 Roy Street (225 Roy Property) which, together with the City Property, comprises an entire city block; and

WHEREAS, a portion of the City Property was conveyed to the City as a gift by the Kreielsheimer Foundation and when accepted pursuant to Ordinance 120106, such portion was encumbered by perpetual easements for utilities and access in favor of the 225 Roy Property; and

WHEREAS, 225 Roy has applied for a permit to construct a residential project with ground floor retail uses on the 225 Roy Property and in the future, the City intends to cause the City Property to be redeveloped for housing, including low-income housing; and

WHEREAS, the City and 225 Roy wish to coordinate the development of their respective properties by providing for, among other things, public circulation and open space, and in December 2016, the Seattle Center Director (Director) and 225 Roy executed a Term Sheet to guide that coordination effort; and

WHEREAS, since execution of the Term Sheet, the Director and 225 Roy have agreed on the location of, and

terms and conditions for, shared and public use of certain circulation elements that 225 Roy has agreed to construct on the 225 Roy Property for the benefit of Seattle Center and the public, the location for the access easement benefitting the 225 Roy Property, and the design of a public plaza to be located on the 225 Roy Property and the City Property; and

WHEREAS, the Director and 225 Roy concur that activation of the portion of the block that fronts on Mercer Street is to the City and 225 Roy's mutual benefit and 225 Roy has agreed to provide amenities including a plaza and weather protection elements on 225 Roy's building as part of the construction of its project; and

WHEREAS, to accomplish their common objectives and enable 225 Roy to construct the improvements well in advance of the redevelopment of the City Property, the City has agreed to convey a 10-foot strip of City Property that abuts the 225 Roy Property to 225 Roy, reserving to the City a perpetual easement that will keep such property in public use; and

WHEREAS, such conveyance will allow 225 Roy to adjust the boundary between the City Property and the 225 Roy Property and to secure its construction permits; NOW, THEREFORE,

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

Section 1. The Seattle Center Director (Director) or the Director's designee is authorized to execute and perform, for and on behalf of The City of Seattle, a Restrictive Covenant, Easement and Circulation Agreement (Agreement) with 225 Roy LLC (225 Roy). The Agreement shall be in the form attached to this ordinance as Attachment A, with such revisions and additions, not inconsistent with the express terms of this ordinance or with applicable law, as the Director may determine are reasonably necessary to carry out the intent of this ordinance.

Section 2. To carry out the Agreement for and on behalf of the City, the Director is authorized to execute a Quit Claim Deed and Reservation of Easement Agreement (Deed) for that portion of the City-owned property legally described as:

N 10 feet of Lot 1 and N 10 feet of E 28 feet of Lot 8 in Block 24, Mercer's 2<sup>nd</sup> Addition to N Seattle as recorded in Volume of Plats at page 2, records of King County,

(Property) in substantially the form attached to this ordinance as Attachment B and upon satisfaction of the condition contained in Section 3 of this ordinance, the Director is authorized to cause the deed to be delivered to 225 Roy and recorded in the real property records of King County. Subject to Section 3 of this ordinance, the Director is further authorized to execute, deliver, accept, record, modify, administer, and perform such other documents as the Director shall deem necessary or advisable to implement the purpose of this ordinance, and to grant, deny or condition any consents or approvals required or allowed under the terms of the Agreement or related documents.

Section 3. As a condition to the transfer of the Property, 225 Roy shall affirmatively indicate its acceptance of the terms and conditions of the perpetual easement for public access (Easement) reserved in the deed, granting to the City rights of public access in, on, across and through the public plaza to be constructed on the Property, all as described in the Deed and Agreement. The Director is authorized to enforce and administer the rights of the City under the Easement and the Agreement.

Section 4. This ordinance shall take effect and be in force 30 days after its approval by the Mayor, but if not approved and returned by the Mayor within ten days after presentation, it shall take effect as provided by Seattle Municipal Code Section 1.04.020.

Passed by the City Council the \_\_\_\_\_ day of \_\_\_\_\_, 2017, and signed by me in open session in authentication of its passage this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
President \_\_\_\_\_ of the City Council

Approved by me this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Mayor, \_\_\_\_\_

Filed by me this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Monica Martinez Simmons, City Clerk

(Seal)

Attachments:

Attachment A - Form of Restrictive Covenant, Easement and Circulation Area Agreement  
Attachment B - Form of Quit Claim Deed and Reservation of Easement Access Agreement