



The City of Seattle

Landmarks Preservation Board

Mailing Address: PO Box 94649, Seattle WA 98124-4649

Street Address: 600 4th Avenue, 4th Floor

LPB 250/25

CONTROLS AND INCENTIVES AGREEMENT

Seattle Center Playhouse and Exhibition Hall

201 and 301 Mercer Street

I. RECOMMENDED CONTROLS

To assure the preservation of the specified features and characteristics of the landmark, the owner (Owner) of the Seattle Center Playhouse and Exhibition Hall at 201 and 301 Mercer Street,, a landmark designated by the City of Seattle Landmarks Preservation Board, and the City of Seattle Historic Preservation Officer on behalf of the City of Seattle Landmarks Preservation Board, agree that the following controls shall be imposed:

A. CERTIFICATE OF APPROVAL PROCESS

1. A Certificate of Approval, issued by the City of Seattle's Landmarks Preservation Board pursuant to Seattle Municipal Code ("SMC"), Ch. 25.12, must be obtained, or the time for denying a Certificate of Approval application must have expired, before the Owner may make alterations or significant changes to:
 - a. The site as illustrated in Attachment A.
 - b. The outdoor colonnades.
 - c. The exteriors of the buildings.
 - d. The landmarked "Kobe Bell" is addressed under Ordinance 123297.
2. A Certificate of Approval application is not required for the following:
 - a. Any in kind maintenance or repairs of the features or characteristics listed in Section I.A.1 of this Agreement.
 - b. Removal of the following landscape elements: trees less than 6 inches in diameter measured 4 ½ feet above ground; shrubs; perennials; and annuals.
 - c. Removal of mature trees that are not included in any of the following categories:

- 1) Significant to the property's history or design, as outlined in the nomination application.
 - 2) A Tier 1/designated Heritage Tree on the City of Seattle / Plant Amnesty list.
 - 3) A Tier 2/Exceptional Tree per City of Seattle regulations.
- d. Planting of new trees in locations that will never obscure the view of designated features of the landmark, nor physically undermine a built feature of the landmark.
 - e. Planting or removal of shrubs, perennials, or annuals, in locations that will never obscure the view of designated features of the landmark, nor physically undermine a built feature of the landmark.
 - f. Installation, removal, or alteration (including repair) of underground irrigation and underground utilities, provided that the site is restored in kind.
 - g. Installation, removal, or alteration of the following site furnishings: benches, movable planters, trash / recycling receptacles, and bike racks.
 - h. Installation or removal of temporary signage, consistent with a signage plan that has been approved by the Landmarks Board staff, and when the signage remains in place for no more than 60 days.
 - i. Installation or removal of the following temporary items associated with special events: tents, site furnishings, lighting, tables, chairs, vendor booths/carts, barricades, temporary stages, and vehicles on wheels. Such installations shall be considered temporary if they:
 - 1) Can be removed without changing the building or site and without requiring repair; and
 - 2) Remain in place for no more than 60 days.
 - j. Installation or removal of temporary lighting, including theatrical lights on the roof of the colonnade focused on the surrounding plaza grounds, lighting in trees, shrubs, and planters on the site. Such installations shall be considered temporary if they:
 - 1) Can be removed without changing the building or site and without requiring repair; and
 - 2) Remain in place for no more than 60 days.
 - k. Installation of temporary infrastructure for Seattle Center department to fulfill its mission of providing emergency support under the direction of Seattle Office of Emergency Management (OEM) as established by the Municipal Code. Allowable infrastructure shall include kiosks for distributing information or services, tents, vehicles, mobile units providing services related to emergency shelter or health care, equipment for crowd

management, electrical infrastructure, and signage, provided that all items are removed within 60 days at the end of the event.

- l. Repaving or restriping of existing asphalt paved areas.
- m. Installation, removal, or alteration of curbs, bollards, or wheelstops in the existing parking, delivery, or service areas.
- n. Installation, removal, or alteration of signage for accessibility compliance; and other signage as required by City code. Sign locations will not obscure architectural features and will be attached in a manner that is easily repairable. Fasteners must be located within joints when mounted on unit masonry.
- o. Installation, removal, or alteration of exterior signage if it is consistent with a building/property signage plan approved by the Landmarks Preservation Board.
- p. Removal or conservation of public artworks.
- q. Installation or removal of temporary Public Art. Such installations shall be considered temporary if they:
 - 1) Can be removed without changing the building or site and without requiring repair; and
 - 2) Remain in place for no more than 60 days.
- r. Installation or removal of interior, temporary window shading devices that are operable and do not obscure the glazing when in the open position.
- s. Removal of the non-historic features at the exterior of the Exhibition Hall, including the following, provided repairs or subsequent alterations comply with subsection I.B.3.m of this agreement:
 - 1) Steel and glass walkway canopy on south side, south of and separate from historic colonnade.
 - 2) Steel and glass walkway canopy on west side.
 - 3) Kreielsheimer Promenade structure on east side.
 - 4) Circa 1990s elevator and stair addition on south side, and associated bridges.
 - 5) Bridge from sidewalk on north side.
 - 6) Metal panel clad addition on east side.
 - 7) Circa 1990s aluminum storefront, doors, curtain wall, window bay assemblies, and canopies over doors.
 - 8) Steel cable guardrails.

- t. Removal of the non-historic features at the exterior of the Playhouse, including the following, provided repairs or subsequent alterations comply with subsection I.B.3.m of this agreement:
 - 1) Circa 1990s ticket booth in courtyard.
 - 2) Circa 1990s Studio Addition at the south side.
 - 3) Elevator and bridge on south side, excluding historic brick wall.
 - 4) Steel canopies above windows on west side.
 - 5) Steel entry canopy on east side.
- u. Minor alterations to the Playhouse loading dock features at the southwest corner of the site.

B. ADMINISTRATIVE REVIEW

1. Administrative (Landmarks staff) review and approval of Certificate of Approval applications is available for the following items listed in Section 1.B.3. according to the following procedures. The Owner shall submit to the City Historic Preservation Officer (CHPO) a written request for these alterations, including applicable drawings and/or specifications. If the CHPO, upon examination of submitted plans and specifications, determines that such alterations are consistent with the purposes of SMC 25.12 the alterations shall be approved without the need for any further action by the Board. If the CHPO disapproves such alterations, the Owner may submit revised materials to the CHPO, or submit in accordance with the Certificate of Approval process set forth in SMC 25.12.
2. The CHPO shall transmit his or her written decision on the Owner's submittal to the Owner. Failure of the CHPO to approve or disapprove the request within fourteen (14) business days shall constitute approval of the request.
3. Administrative review of Certificate of Approval applications is available for the following:
 - a. For the specified features and characteristics of the landmark, the installation, removal, or alteration of ducts, conduits, HVAC vents, grills, pipes, panels, weatherheads, wiring, meters, utility connections, downspouts and gutters, building roof-mounted photovoltaic panels, and other similar mechanical, electrical, and telecommunication elements necessary for the normal operation of the building and site.
 - b. Installation, removal, or alteration of exterior light fixtures, exterior security lighting, and security system equipment.
 - c. Removal of trees more than 6 inches in diameter measured 4-1/2 feet above ground, when identified as high-risk or hazardous by an International

Society of Arboriculture (ISA) Certified Arborist, and not already excluded from review in Section I.A.2.c.

- d. Signage other than signage excluded in subsections I.A.2.h, I.A.2.n, and I.A.2.o in this agreement.
- e. Installation, removal, or alteration of improvements for security, safety, or accessibility compliance.
- f. Installation, removal, or alteration of fire and life safety equipment.
- g. Installation, removal, or alteration of artwork at the building exterior or site, not otherwise excluded in subsection I.A.2.p or I.A.2.q.
- h. Changes to paint colors for any of the areas or features listed in Section I.A.1 of this Agreement.
- i. Replacement of non-original windows or doors within original openings, when the staff determines that the design intent is consistent with the *Secretary of Interior's Standards for Rehabilitation*.
- j. Minor alterations to site grading, soil retention, drainage, paving, or landscaping, unless otherwise excluded from review by subsections of this agreement or determined by the Landmarks coordinator to be consistent with in-kind maintenance / repair.
- k. Minor alterations to non-historic features of the Playhouse Grand Court (north courtyard).
- l. Minor alterations to non-historic features of the building exteriors, unless determined by the Landmarks coordinator to be consistent with in-kind maintenance/repair.
- m. Alterations or changes to designated features of the landmark when associated with the removal or demolition of adjacent non-historic features (including those cited in subsections I.A.2.s and I.A.2.t of this agreement), or associated with new building additions or structures, unless determined by the Landmarks coordinator to be consistent with in-kind maintenance/repair.
- n. Emergency repairs or measures (including immediate action to secure the area, install temporary equipment, and employ stabilization methods as necessary to protect the public's safety, health, and welfare) to address hazardous conditions with adverse impacts to the building or site as related to a seismic or other unforeseen event. Following such an emergency, the owner shall adhere to the following:
 - 1) The owner shall immediately notify the City Historic Preservation Officer and document the conditions and actions the owner took.
 - 2) If temporary structural supports are necessary, the owner shall make all reasonable efforts to prevent further damage to historic resources.

- 3) The owner shall not remove historic building materials from the site as part of the emergency response.
- 4) In consultation with the City Historic Preservation Officer and staff, the owner shall adopt and implement a long-term plan to address any damage through appropriate solutions.

II. RECOMMENDED INCENTIVES

The following economic incentives may be available to the owner.

1. Seattle Municipal Code Title 23 provides for authorization of uses in a designated Landmark that are not normally permitted in a particular zoning classification by means of an administrative conditional use approval.
2. Certain exceptions to or exemptions from regulations in Title 23 Seattle Municipal Code may be available, either by virtue of the zoning designation applicable to the Landmark or its status as a Landmark.
3. Building and Energy Code exceptions on an application basis.
4. Historic Preservation Special Tax Valuation (Chapter 84.26 RCW) on an application basis.



Marshall Foster
Director
Seattle Center

08/12/2025

Date



Sarah Sodt
City Historic Preservation Officer
City of Seattle

08/12/2025

Date

ATTACHMENT A Seattle Center Playhouse & Exhibition Hall Site Plan

