

After recording return to:

The City of Seattle
c/o Department of Neighborhoods
Attn: Sarah Sodt, Historic Preservation Officer
P.O. Box 94649
Seattle, WA 98104

**COVENANTS FOR
LANDMARK TRANSFERABLE DEVELOPMENT POTENTIAL**

Grantor: THE STANDARD AT SEATTLE, LLC

Grantee: THE CITY OF SEATTLE

Legal Description:

1. Lots 6, 7, and 8, Block 10, Brooklyn Addition to Seattle, according to the plat thereof recorded in Volume 7 of Plats, Page 32, in King County, Washington.

Assessor's Property Tax Parcel Account Number(s): 1142000930

Reference numbers of related documents: NOT APPLICABLE

THIS AGREEMENT is entered into this 17th day of May, 2021 between **STANDARD AT SEATTLE, LLC**, a Delaware limited liability company (“Grantor”), and **THE CITY OF SEATTLE**, a Washington municipal corporation acting through its Department of Neighborhoods (the “City” or “Grantee”).

RECITALS

A. Chapter 23.48 of the City’s Land Use Code (“Land Use Code”) authorizes the transfer of Transferable Development Potential (“TDP”) from certain structures designated as landmarks pursuant to the Landmark Preservation Ordinance, Chapter 25.12 (“Landmarks Ordinance”) of the Seattle Municipal Code (“SMC”).

B. Grantor is the owner of the structure commonly known as the Canterbury Court (the “Building”), which is located at 4225 Brooklyn Avenue NE in Seattle’s University District neighborhood, King County, Washington, in the Midrise zone (the “Property”). The legal description of the Property is included on **Exhibit A** attached and incorporated by this reference.

C. The Building is a designated City of Seattle Landmark, as stated in Ordinance No. 126145, and is eligible to participate in the City’s Landmark TDP program pursuant to the Land Use Code.

D. Grantor has renovated, repaired, and maintained the Building in accordance with one or more Certificates of Approval issued by the Seattle Landmarks Preservation Board (the “Board”).

E. The Land Use Code makes execution and recording of an agreement to restore and maintain historically significant features of a Landmark structure a condition for a property to qualify for transfer of Landmark TDP. This Agreement is being entered into to satisfy that condition of the Land Use Code.

F. Grantor enters into this Agreement freely and voluntarily.

COVENANTS

NOW, THEREFORE, for good and valuable consideration, receipt of which is acknowledged, the Grantor grants in favor of the City the covenants and negative easements set forth below, and the parties acknowledge and agree as follows:

1. AMOUNT OF TDP AND EFFECT OF TRANSFER.

A. The Seattle Department of Construction and Inspections (“SDCI”) has determined that the amount of TDP attributable to the Property and available for transfer and sale is square 42,207 feet, as stated in the letter from SDCI attached as **Exhibit B** and incorporated by this reference, and based on the assumptions stated in that letter and as of the date thereof. The TDP available for transfer may be sold in whole or in part to any eligible buyer in accordance with the Land Use Code.

B. Grantor understands that the transfer of TDP from the Property will reduce the allowable non-exempt gross floor area that may be built on the Property pursuant to SMC Title 23. Grantor covenants not to commence or expand any non-exempt use of floor area on the Property, or permit any non-exempt use of floor area on the Property to commence or expand, contrary to the applicable terms of SMC Title 23, as applied after taking account of any transfer of TDP from the Property.

2. CONTROLS; RENOVATION OF THE PROPERTY

A. Controls on the Building (“Controls”) have been established through Ordinance No. 126145, a copy of which is attached as **Exhibit C** and incorporated by this reference. The features described in Section of 2 of the Ordinance are referred to as “Designated Features” and the controls established pursuant to the Ordinance are referred to as the “Controls.” The Ordinance continues to apply to the Building and Property.

B. The exterior of the Building is in good condition and repair and does not have a present need for further rehabilitation as a condition to the transfer of TDP, with the following exceptions:

- 1) The Grantor shall replace the roofing in a manner determined by the Landmarks Preservation Board coordinator to be consistent with in-kind maintenance or repair. The re-roofing shall be complete, and documentation submitted to the Landmarks coordinator before July 1, 2021.
- 2) The Grantor shall replace the building’s central boiler and submit documentation to the Landmarks coordinator by July 31, 2021. This work will not require review by Landmarks Preservation Board coordinator unless proposed to be done in a manner that physically alters or changes the appearance of the building exterior or site.

3. MAINTENANCE AND REPAIR.

Grantor shall maintain the site, and the exterior and interior of the Building in good condition and repair, reasonable wear and tear excepted, in a manner that preserves the Designated Features consistent with the Controls and Certificates of Approval; and shall

neither commit nor suffer any waste; and shall promptly comply with all requirements of federal, state, and local laws, ordinances, regulations, covenants, conditions, and restrictions respecting the Property. It shall be the obligation of Grantor, at Grantor's sole cost, to perform maintenance and repair to the full extent necessary to avoid any need to remove, demolish, or alter any Designated Features due to damage or deterioration from any cause other than fire, earthquake, or other casualty. The extent to which any casualty requires modification, removal, or demolition of Designated Features shall be subject to review under the Landmarks Ordinance. If the Building is going to be vacant at any time, the Grantor agrees to have the following security measures in place to protect the entire Landmark:

A. An established on-site resident or manager with coverage twenty-four hours a day, seven days a week. Their contact information shall be provided to the City Historic Preservation Officer and Landmarks Preservation Board coordinator.

B. A working, comprehensive smoke alarm system monitored by an offsite company, who will notify to the Seattle Fire Department and the property owner if there is an alarm. Devices shall be installed in both levels of each residential unit, and in all circulation or utility areas within the building.

C. Security cameras installed in a manner reviewed and approved by the Landmarks Preservation Board coordinator. The system will be monitored by the owner's representative.

D. Temporary barriers to restrict access to the building or site; designed and installed in a manner reviewed and approved by the Landmarks Preservation Board coordinator.

4. LANDMARK DESIGNATION AND CONTROLS.

A. Grantor agrees that the Building shall remain designated as a Seattle Landmark and that Grantor shall not apply for any removal of designation after the transfer of TDP. Further, the Building shall remain subject to the Controls and to any restrictions contained in the Certificate of Approval after the transfer of TDP.

B. Grantor further agrees not to physically remove, demolish, or cover any Designated Features without first obtaining a new certificate of approval issued by the Board. Grantor shall remain entitled to seek certificates of approval from the Board for modifications to Designated Features consistent with the historic character of the Building. Further, Grantor shall remain entitled to contest Board decisions on certificates of approval based on the appeal procedure in the Landmarks Ordinance.

5. REMEDIES; ENFORCEABILITY.

A. If there is a violation by Grantor of any of the provisions of this Agreement, the City may notify Grantor in writing of the violation. Grantor shall have 30 days from the date of notice to cure the violation, failing which Grantor shall be in default.

Notwithstanding the foregoing, if the violation is of such a nature that it may not practicably be cured within 30 days, the City shall not be entitled to exercise its remedies so long as Grantor commences cure of such violation within the 30-day period and diligently pursues the cure to completion within 90 days of the City's notice, unless the period is extended by written agreement of the City.

If Grantor does not cure within the 30-day period or commence to cure the violation within the 30-day period, as applicable, and complete the cure within the 90-day period (or any extension granted by the City), the City may, in its discretion, pursue any and all remedies provided by this Agreement or available at law or in equity. Grantor agrees that the remedies shall include, to the full extent available under applicable law and without limitation, specific performance, preliminary and permanent injunctive relief, appointment of a receiver on an interim or permanent basis, monetary damages, and the costs of any repairs or other actions reasonably necessary with respect to the Property including the reasonable value of any services provided by City employees in connection this Agreement.

B. No waiver of any breach or violation shall be binding unless in writing signed by the City and no waiver or delay in enforcing the provisions of this Agreement as to any breach or violation shall impair, damage, or waive the right of the City to obtain relief or recover for the continuation or repetition of the breach or violation or any similar breach or violation at any later time or times.

6. REPRESENTATIONS AND WARRANTIES; NO CONFLICT WITH OTHER DOCUMENTS.

Grantor represents and warrants it is the sole owner of the Property; that it has full power and authority to enter into and perform this Agreement; that this Agreement represents the valid, binding obligation of Grantor enforceable in accordance with its terms; and that no other agreement or instrument encumbering the Property contains terms that are contrary to the terms of this Agreement or requires any consent or approval for the execution or delivery of this Agreement, except for any consent or approval that has been duly granted.

7. CHOICE OF LAW.

This Agreement shall be construed and enforced in accordance with and governed by the laws of the State of Washington.

8. CAPTIONS.

The section captions used in this Agreement are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

9. GENDERS.

The use of any gender shall be deemed to include any other gender, and the use of the singular shall be deemed to include the plural and vice versa, wherever appropriate.

10. Mortgagee Protections.

The following provisions are for the benefit of holders of first mortgages (“Mortgagees”) encumbering all or a portion of the Grantor Property and/or the Grantee Property (“Mortgages”). Any Mortgagee who provides a written request to Grantor or Grantee, as applicable, stating its name and address and indicating the property to which its Mortgage relates shall be deemed an eligible mortgage holder (“Eligible Holder”) and shall be entitled to a copy of any notice of default of this Agreement sent to either Grantor or Grantee, and such Eligible Holder shall have the right, but not the obligation, to cure any such default or delinquency within the same cure period as is provide to such defaulting/delinquent Grantor hereunder. Nothing in this provision shall cause the City of Seattle to be financially responsible for the Property.

11. RECORDING AND BINDING EFFECT.

A. Grantor shall record this Agreement with the King County Recorder as an encumbrance on the Property within 10 working days after the date of this Agreement. The provisions shall not be amended or revised except by an instrument in writing duly executed by the City and Grantor or their successors and duly recorded. This Agreement shall not be terminated except by an instrument in writing authorized and executed by the City.

B. Grantor agrees that the restrictions on modifications in this Agreement shall burden the Property as negative easements, for the benefit of the City.

C. References to “Grantor” shall include its successors and assigns. The parties agree that this Agreement shall run with the land in perpetuity and shall bind Grantor and its heirs, successors, and assigns as owners of the Property or any interest therein, in perpetuity.

12. SEVERABILITY.

The invalidity of any clause, part or provision of this Agreement shall not affect the validity of the remaining portions.

13. DELIVERY OF NOTICE.

Any notice or other document required by this Agreement to be delivered to a party shall be deemed delivered two business days after mailing, postage prepaid, or upon personal delivery. Delivery to the Grantor and the City shall be made to the following addresses or

such other address as either party shall provide to the other by written notice in accordance with this Section:

Grantor:

THE STANDARD AT SEATTLE, LLC
315 Oconee Street
Athens, GA 30601
Attn: General Counsel
Phone No (706) 543-1910

With copy to:

McCullough Hill Leary, P.S.
701 Fifth Avenue, Suite 6600
Seattle, WA 98104
Attn: Jessica M. Clawson
jessie@mhseattle.com

City:

Department of Neighborhoods
600 Fourth Avenue – 4th Floor
Seattle, Washington 98104
Attn: Historic Preservation Officer

14. ENTIRE AGREEMENT.

This Agreement, including any exhibits, attachments, and documents incorporated by reference contains the entire Agreement and understanding of Grantor and the City with respect to the subject matter of this Agreement.

15. LANDMARKS ORDINANCE.

The obligations of Grantor are in addition to, and not in substitution for, Grantor's obligations under the Landmarks Ordinance and the related Controls. No consent or approval of the City by this Agreement shall operate to waive or otherwise affect the need for consents or approvals from the Board.

16. ACCEPTANCE OF AGREEMENT; EFFECT OF CHANGES.

The City accepts this Agreement as complying with the Land Use Code provisions in effect as of the date of this Agreement that are applicable to transferring TDP from the Property, including without limitation transferring the TDP for use consistent with applicable

Land Use Code provisions, by a deed in proper form, duly executed, acknowledged, and recorded.

If there is any change in the Land Use Code or any applicable law prior to the transfer of TDP from the Property, including any re-transfer of any TDP that may revert to the Property for any reason, any or all of the following may occur: the amount of TDP transferable from the Property (if any) may change; additional conditions may apply, which may require amendment to this Agreement; or the terms on which TDP may be held or used by the transferee may change.

The use of any TDP transferred from the Property is subject to the applicable provisions of the Land Use Code for the receiving lot effective on the date as of which, under applicable law, the provisions of the Land Use Code then in effect apply to the transferee's application for a permit from the City for the development intended to use the TDP.

[Signature page follows]

EXECUTED as of the day and year first above written.

Grantor:

THE STANDARD AT SEATTLE, LLC,
a Delaware limited liability company

By: LCD-HHC Seattle, LLC, a Delaware limited liability
company, its Sole Member

By: _____
Name: J. Wesley Rogers, its Authorized Signatory
Title: _____
Date: _____

City:

THE CITY OF SEATTLE

By: _____
Name: Andrés J. Mantilla
Title: Directory, Department of Neighborhoods
Date: _____

STATE OF WASHINGTON }

ss.

COUNTY OF KING

On this day personally appeared before me **J. Wesley Rogers**, to me known to be the Authorized Signatory of **LCD-HHC Seattle, LLC**, a Delaware limited liability company, the Sole Member of **THE STANDARD AT SEATTLE, LLC**, the Delaware limited liability company that executed the foregoing instrument, and acknowledged such instrument to be the free and voluntary act and deed of such party, for the uses and purposes therein mentioned, and on oath stated that he was duly authorized to execute such instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this _____ day of _____, 2021.

Printed Name

NOTARY PUBLIC in and for the State of
Washington, residing at

My Commission Expires

STATE OF WASHINGTON }

ss.

COUNTY OF KING

On this day personally appeared before me **Andrés J. Mantilla**, to me known to be the **Director of the Department of Neighborhoods of The City of Seattle**, the municipal corporation that executed the foregoing instrument, and acknowledged such instrument to be the free and voluntary act and deed of such corporation, for the uses and purposes therein mentioned, and on oath stated that he was duly authorized to execute such instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this _____ day of _____, 2021.

Printed Name

NOTARY PUBLIC in and for the State of Washington, residing at

My Commission Expires

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

Lots 6, 7, and 8, Block 10, Brooklyn Addition to Seattle, according to the plat thereof recorded in Volume 7 of Plats, Page 32, in King County, Washington.

EXHIBIT B

SDCI TDP CERTIFICATION LETTER

[Attached]



Seattle Department of
Construction & Inspections

315 Oconee Street
Athens, GA 30601

December 9, 2020

W. Christopher Hart
The Standard at Seattle, LLC
C/O Landmark Properties Inc.

RE: 4225 Brooklyn Ave NE: Transfer of Development Potential Certification (Project #3037312-AN, update of Project #3036182-AN)

Dear Mr. Hart:

Thank you for your request to certify the landmark transferable development potential (TDP) available from Canterbury Court at 4225 Brooklyn Ave NE. This letter confirms the amount of Landmark TDP available from this site as of the date of this letter. This amount may change depending on the outcome of the proposed combined lot development that has not been approved as of this date.

Canterbury Court is a City landmark pursuant to Ordinance 126145. Based on the floor plans and calculations you have provided, Canterbury Court contains 13,154 square feet of chargeable gross floor area, excluding a portion of a partially below-grade story. Based on the survey you provided, the subject property is 12,364.63 square feet. There have been no previous transfers of development rights from this site according to the title report you have provided. However, it is anticipated that project #3033094-LU will utilize 3,371 square feet of existing floor area as part of a combined lot development, pursuant to SMC 23.48.627.

Canterbury Court is a designated Seattle Landmark in the SM-U/R 75-240 (M1) zone and located in the University District Urban Center. Therefore, it is an eligible TDP Landmark sending site per SMC 23.48.623. Prior to the sale or transfer of any Landmark TDP, the owner of the Landmark must execute and record an agreement acceptable in form and content to the Landmarks Preservation Board, providing for the restoration and maintenance of the historically significant features of the structure. You will need to provide a copy of this recorded agreement to SDCI to verify it is in place. Please work with Sarah Sodd, City Historic Preservation Officer, on the Landmarks Preservation Board.

The amount of TDP is limited to the amount of floor area equivalent to the base FAR of the zone multiplied by the lot area minus the sum of any chargeable floor area plus any TDR and TDP previously transferred per SMC 23.48.623.D. The base FAR for the site is 4.75. While normally exempt from FAR limits, the area contained in a Landmark structure is not exempt for purposes of determining TDP available for transfer per SMC 23.48.620.C.1.

(lot area x base FAR) – (existing chargeable floor area + proposed combined lot development floor area) = available TDP

$(12,364.63 * 4.75) - (13,154 \text{ existing floor area} + 3,371 \text{ combined lot development floor area})$
 $58,732 - 16,525 = \mathbf{42,207 \text{ square feet}}$ of available transferable development potential.

The eligibility of a sending lot to transfer TDP and the amount that is transferable is determined as of the date of transfer from the sending lot, pursuant to SMC 23.58A.042.I. You must complete the transfer of the TDP at a time when it is permitted by the Land Use Code.

In order for a project on the receiving site to use the TDP from your site, it must be vested to a Land Use Code per SMC 23.76.026 in effect at a time that allows the use of the TDP. The properties at 4220 12th Ave NE and 4226 12th Ave NE are located in the SM-U/R 75-240 (M1) zone. Pursuant to SMCTable A for 23.48.623, these are eligible receiving sites.

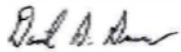
SDCI has determined that the subject site has 42,207 square feet of Landmark TDP available if the following is met:

- The owner of the landmark structure records the necessary agreement(s) with the Department of Neighborhoods; and
- The transfer is completed on a date when such transfers from this site are permitted by the provisions of the zone.
- The proposed combined lot development is approved and the amount of floor area transferred under that application does not change.

SDCI has determined that the properties addressed as 4220 12th Ave NE and 4226 12th Ave NE are eligible receiving sites. Based on this information, these sites are eligible for a transfer of 17,418 square feet of transferable development potential, as proposed.

This determination is based on the information available and the Land Use Code in effect on the date of this letter. If I may be of any further assistance, please contact me at David.Graves3@seattle.gov

Sincerely,



David G. Graves
Senior Land Use Planner

EXHIBIT C
CONTROLS ORDINANCE

[Attached]

CITY OF SEATTLE

ORDINANCE 126145

COUNCIL BILL 119847

AN ORDINANCE relating to historic preservation; imposing controls upon the Canterbury Court, a landmark designated by the Landmarks Preservation Board under Chapter 25.12 of the Seattle Municipal Code, and adding it to the Table of Historical Landmarks contained in Chapter 25.32 of the Seattle Municipal Code.

WHEREAS, the Landmarks Preservation Ordinance, Chapter 25.12 of the Seattle Municipal Code (SMC), establishes a procedure for the designation and preservation of sites, improvements, and objects having historical, cultural, architectural, engineering, or geographic significance; and

WHEREAS, the Landmarks Preservation Board (“Board”), after a public meeting on November 20, 2019, voted to approve the nomination of the improvement located at 4225 Brooklyn Avenue NE and the site on which the improvement is located (which are collectively referred to as the “Canterbury Court”) for designation as a landmark under SMC Chapter 25.12; and

WHEREAS, after a public meeting on January 15, 2020, the Board voted to approve the designation of the Canterbury Court under SMC Chapter 25.12; and

WHEREAS, on March 5, 2020, the Canterbury Court’s owner agreed to controls and incentives to be applied to specific features or characteristics of the designated landmark; and

WHEREAS, the City Historic Preservation Officer recommends that the City Council enact a designating ordinance approving the controls and incentives, pursuant to Ordinance No. 126072; NOW, THEREFORE,

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

2 Section 1. Designation. Under Seattle Municipal Code (SMC) 25.12.660, the designation
3 by the Landmarks Preservation Board (“Board”) of the improvement located at 4225 Brooklyn
4 Avenue NE and the site on which the improvement is located (which are collectively referred to
5 as the “Canterbury Court”) is acknowledged.

6 A. Legal Description. The Canterbury Court is located on the property legally described
7 as:

8 Lots 6, 7, and 8, Block 10, Brooklyn Addition to Seattle, according to the plat thereof
9 recorded in Volume 7 of Plats, Page 32, in King County, Washington.

10 B. Specific Features or Characteristics Designated. Under SMC 25.12.660.A.2, the Board
11 designated the following specific features or characteristics of the Canterbury Court:

- 12 1. The site.
13 2. The exterior of the building.

14 C. Basis of Designation. The designation was made because the Canterbury Court is
15 more than 25 years old; has significant character, interest, or value as a part of the development,
16 heritage, or cultural characteristics of the City, state, or nation; has integrity or the ability to
17 convey its significance; and satisfies the following SMC 25.12.350 provisions:

- 18 1. It embodies the distinctive visible characteristics of an architectural style, or
19 period, or of a method of construction (SMC 25.12.350.D).

20 Section 2. Controls. The following controls are imposed on the features or characteristics
21 of the Canterbury Court that were designated by the Board for preservation:

22 A. Certificate of Approval Process.

- 23 1. Except as provided in subsection 2.A.2 or subsection 2.B of this ordinance, the
24 owner must obtain a Certificate of Approval issued by the Board according to SMC Chapter

1 25.12, or the time for denying a Certificate of Approval must have expired, before the owner
2 may make alterations or significant changes to the features or characteristics of the Canterbury
3 Court that were designated by the Board for preservation.

4 2. No Certificate of Approval is required for the following:

5 a. Any in-kind maintenance or repairs of the features or characteristics of
6 the Canterbury Court that were designated by the Board for preservation.

7 b. Removal of trees less than 6 inches in diameter measured 4-1/2 feet
8 above ground.

9 c. Removal and/or replacement of shrubs, perennials, and annuals in
10 existing locations.

11 d. Installation, removal, or alteration of the following site furnishings:
12 benches, chairs, tables, swings, movable planters, and trash/recycling receptacles.

13 e. Installation, removal, or alteration (including repair) of underground
14 irrigation and underground utilities, provided that the site is restored in kind.

15 f. Installation or removal of interior, temporary window shading devices
16 that are operable and therefore do not obscure the glazing when in the open position.

17 g. Removal of security bars at windows.

18 h. Removal of existing chain link fencing.

19 i. Removal and/or replacement of property entry gate.

20 j. Removal of the non-historic exterior stair on the west end of the south
21 facade.

1 B. City Historic Preservation Officer (CHPO) Approval Process.

2 1. The CHPO may review and approve alterations or significant changes to the
3 features or characteristics listed in subsection 2.B.3 of this ordinance according to the following
4 procedure:

5 a. The owner shall submit to the CHPO a written request for the alterations
6 or significant changes, including applicable drawings or specifications.

7 b. If the CHPO, upon examination of submitted plans and specifications,
8 determines that the alterations or significant changes are consistent with the purposes of SMC
9 Chapter 25.12, the CHPO shall approve the alterations or significant changes without further
10 action by the Board.

11 2. If the CHPO does not approve the alterations or significant changes, the owner
12 may submit revised materials to the CHPO, or apply to the Board for a Certificate of Approval
13 under SMC Chapter 25.12. The CHPO shall transmit a written decision on the owner's request to
14 the owner within 14 days of receipt of the request. Failure of the CHPO to timely transmit a
15 written decision constitutes approval of the request.

16 3. CHPO approval of alterations or significant changes to the features or
17 characteristics of the Canterbury Court that were designated by the Board for preservation is
18 available for the following:

19 a. The installation, removal, or alteration of ducts, conduits, HVAC vents,
20 grills, pipes, panels, weatherheads, wiring, meters, utility connections, downspouts and gutters,
21 or other similar mechanical, electrical, and telecommunication elements necessary for the normal
22 operation of the building or site.

1 b. Installation, removal, or alteration of exterior light fixtures, light
2 mounting plates, exterior security lighting, and security system equipment.

3 c. Removal of trees more than 6 inches in diameter measured 4-1/2 feet
4 above ground, identified as a hazard by an International Society of Arboriculture (ISA) Certified
5 Arborist.

6 d. Installation, removal, or alteration of exterior building and site signage.

7 e. Installation of improvements for security, safety, or accessibility
8 compliance.

9 f. Installation, removal, or alteration of fire and life safety equipment.

10 g. Changes to exterior paint colors when painting a previously painted
11 material.

12 h. Alterations to the existing parking hardscape and garages on the west
13 side of the building.

14 i. Replacement of non-original windows and doors when located in
15 original openings.

16 j. Replacement of the non-historic exterior stair on the west end of the
17 south facade in the same location.

18 k. Removal, replacement, or alteration of the historic exterior stair on the
19 east end of the south facade.

20 l. Landscape alterations other than those excluded in subsections 2.A.2.b,
21 2.A.2.c, and 2.B.3.c of this ordinance.

22 Section 3. Incentives. The following incentives are granted on the features or
23 characteristics of the Canterbury Court that were designated by the Board for preservation:

1 A. Uses not otherwise permitted in a zone may be authorized in a designated landmark by
2 means of an administrative conditional use permit issued under SMC Title 23.

3 B. Exceptions to certain of the requirements of the Seattle Building Code, adopted by
4 SMC Chapter 22.100, and the Seattle Energy Code, adopted by SMC Chapter 22.700, may be
5 authorized according to the applicable provisions.

6 C. Special tax valuation for historic preservation may be available under chapter 84.26
7 RCW upon application and compliance with the requirements of that statute.

8 D. Reduction or waiver, under certain conditions, of minimum accessory off-street
9 parking requirements for uses permitted in a designated landmark structure may be permitted
10 under SMC Title 23.

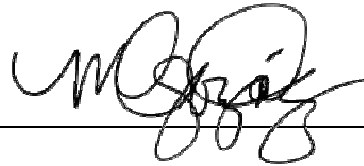
11 Section 4. Enforcement of this ordinance and penalties for its violation are as provided in
12 SMC 25.12.910.

13 Section 5. The Canterbury Court is added alphabetically to Section II, Buildings, of the
14 Table of Historical Landmarks contained in SMC Chapter 25.32.

15 Section 6. The City Clerk is directed to record a certified copy of this ordinance with the
16 King County Recorder's Office, deliver two certified copies to the CHPO, and deliver one copy
17 to the Director of the Seattle Department of Construction and Inspections. The CHPO is directed
18 to provide a certified copy of this ordinance to the Canterbury Court's owner.

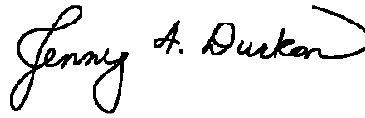
1 Section 7. This ordinance shall take effect and be in force 30 days after its approval by
2 the Mayor, but if not approved and returned by the Mayor within ten days after presentation, it
3 shall take effect as provided by Seattle Municipal Code Section 1.04.020.

4 Passed by the City Council the 17th day of August, 2020,
5 and signed by me in open session in authentication of its passage this 17th day of
6 August, 2020.

7 

8 _____
President _____ of the City Council

9 Approved by me this 21st day of August, 2020.

10 

11 _____
Jenny A. Durkan, Mayor

12 Filed by me this 21st day of August, 2020.

13 

14 _____
Monica Martinez Simmons, City Clerk

15 (Seal)