

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 SORRENTO HOTEL PARTNERSHIP,  
                  a Washington limited partnership

Grantee:        THE CITY OF SEATTLE

Legal Description:

LOTS 6 AND 7, BLOCK 76, A.A. DENNY'S EXTENSION OF TERRY'S  
FIRST ADDITION TO THE TOWN OF SEATTLE, ACCORDING TO THE  
PLAT THEREOF RECORDED IN VOLUME 1 OF PLATS, PAGE 86, IN  
KING COUNTY, WASHINGTON.

Assessor's Property Tax Parcel Account Number(s): 1979200270

Reference numbers of related documents: NOT APPLICABLE

## **COVENANTS FOR LANDMARK TRANSFERABLE DEVELOPMENT POTENTIAL**

**THIS AGREEMENT** is entered into this \_\_\_\_ day of \_\_\_\_\_, 2023 between **THE SORRENTO HOTEL PARTNERSHIP**, a Washington limited partnership (“Grantor”), and **THE CITY OF SEATTLE**, a Washington municipal corporation acting through its Department of Neighborhoods (the “City”).

### **RECITALS**

**A.** Chapter 23.47A of the City’s Land Use Code (“Land Use Code”) authorizes the sale and use of Transferable Development Potential (“TDP”) from certain structures designated as landmarks pursuant to the Chapter 25.12 (“Landmarks Ordinance”) of the Seattle Municipal Code (“SMC”).

**B.** Grantor is the owner of the structure commonly known as the Sorrento Hotel (the “Building”), which is located at 900 Madison Street in Seattle’s First Hill neighborhood, King County, Washington (the “Property”), in the Neighborhood Commercial 3 zone with a 200-foot height designation, within the Pedestrian Overlay, and with an “M” suffix for Mandatory Housing Affordability (“NC3P-200(M)"). 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. 123293, 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 rehabilitate 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 110,526 square 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; REHABILITATION OF THE PROPERTY.**

A. Controls on the Building (“Controls”) have been established through Ordinance No. 123293, a copy of which is attached as **Exhibit C** and incorporated by this reference. The features described in Section 1.b 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 reasonably good condition and does not have a present need for rehabilitation as a condition of transfer of any TDP.

### **3. MAINTENANCE AND REPAIR.**

Grantor shall maintain 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, the action shall be subject to review under the Landmarks Ordinance.

**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. 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, as applicable, commence to cure the violation within the 30-day period 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 with 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. 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.

**11. SEVERABILITY.**

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

**12. 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 Sorrento Hotel Partnership  
900 Madison Street  
Seattle, WA, 98104-0000  
Attn: Sandra Allen

*with a copy to:*

McCullough Hill PLLC  
701 Fifth Avenue, Suite 6600  
Seattle, WA 98104  
Attn: Jessica L. Roe  
[jroe@mhseattle.com](mailto:jroe@mhseattle.com)

City:

Department of Neighborhoods  
700 Fifth Ave., Suite 1700  
Seattle, Washington 98104  
Attn: Historic Preservation Officer

**13. 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.

**14. 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.

**15. 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, so as to allow the transfer of 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, 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, under applicable law, the provisions of the Land Use Code 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 SORRENTO HOTEL PARTNERSHIP, a Washington limited partnership

By: MJM Properties, LLC, a Washington limited liability company, its General Partner

By: MJM Holdings, LLC, a Washington limited liability company, its Manager

By: \_\_\_\_\_  
Michael Oaksmith, its Manager

City:

THE CITY OF SEATTLE

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_, Department of Neighborhoods

Date: \_\_\_\_\_

STATE OF WASHINGTON }  
COUNTY OF KING } ss.

This record was acknowledged before me on \_\_\_\_\_, 2023, by Michael Oaksmith, as the Manager of MJM Holdings, LLC, a Washington limited liability company, as the Manager of MJM Properties, LLC, a Washington limited liability company, as the General Partner of THE SORRENTO HOTEL PARTNERSHIP a Washington limited partnership.

[Stamp Below]

\_\_\_\_\_  
Signature  
NOTARY PUBLIC in and for the State of Washington  
My Commission Expires \_\_\_\_\_  
Residing in \_\_\_\_\_

STATE OF WASHINGTON }  
COUNTY OF KING } ss.

This record was acknowledged before me on \_\_\_\_\_, 2023 by \_\_\_\_\_, to me known to be the \_\_\_\_\_ of the Department of Neighborhoods of The CITY OF SEATTLE, a municipal corporation.

[Stamp Below]

\_\_\_\_\_  
Signature  
NOTARY PUBLIC in and for the State of Washington  
My Commission Expires \_\_\_\_\_

**EXHIBIT A**

LEGAL DESCRIPTION OF PROPERTY

LOTS 6 AND 7, BLOCK 76, A.A. DENNY'S EXTENSION OF TERRY'S FIRST  
ADDITION TO THE TOWN OF SEATTLE, ACCORDING TO THE PLAT THEREOF  
RECORDED IN VOLUME 1 OF PLATS, PAGE 86, IN KING COUNTY, WASHINGTON.



September 19, 2022

Tony Fan  
Studio Meng Strezzara  
2001 Western Ave #200  
Seattle, WA 98121

RE: 900 Madison St: Landmark Transfer of Development Potential Certification (Project #3039638-AN)

Dear Mr. Fan:

Thank you for your request to certify the Landmark Transferable Development Potential (TDP) available from the Sorrento Hotel at 900 Madison St. This letter confirms the amount of Landmark TDP available from this site as of the date of this letter.

The property is zoned NC3P-200 (M) and is located in the First Hill Urban Center. The Sorrento Hotel was designated as a Landmark by Ordinance 123293 in 2010. Therefore, this site is eligible to transfer Landmark TDP pursuant to SMC 23.47A.013.F. Based on the floor plans and calculations you have provided, the Sorrento Hotel contains 62,274 square feet of chargeable gross floor area, excluding portions of two partially below-grade stories. Based on the information you provided and property details from the King County Assessor, the subject property is 14,400 square feet. Based on the title report you provided, no previous transfers have occurred.

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 Seattle Department of Construction Inspections (SDCI) to verify it is in place. Please work with Sarah Sodt, City Historic Preservation Officer, on the Landmarks Preservation Board.

The amount of Landmark TDP floor area that may be transferred is the amount by which the residential floor area allowed under the base floor area ratio (FAR) exceeds the sum of any nonexempt floor area existing on the sending lot; plus any TDP previously transferred from the sending lot per SMC 23.58A.042.B.1. The base floor area ratio, pursuant to Table A for SMC 23.47A.013, is 12. Therefore, the amount of available TDP for transfer is calculated as follows:

(Lot Area x 12) – (existing chargeable floor area) = available TDP  
(14,400 \* 12) – (62,274 existing floor area)  
172,800 – 62,274 = **110,526 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.

SDCI has determined that the subject site has **110,526 square feet** of Landmark TDP available if the transfer is completed on a date when such transfers from this site are permitted by the provisions of the zone.

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 [travis.saunders@seattle.gov](mailto:travis.saunders@seattle.gov).

Sincerely,

Travis Saunders  
Policy and Technical Land Use Planner

Page 2 of 2

Return Address: EXHIBIT C

Seattle City Clerk's Office

600 4th Avenue, Floor 3

P O Box 94728

Seattle, WA 98124 - 4728



20100525001154

SEATTLE CITY C ORD 71.00  
PAGE-001 OF 010  
05/25/2010 15:29  
KING COUNTY, WA

WASHINGTON STATE RECORDER'S Cover Sheet (RCW 65.04)

Document Title(s) and corresponding number (or transaction contained therein)

1. Ordinance 123293

2.

FILED  
CITY OF SEATTLE  
CITY CLERK  
10 JUN 22 AM 10:24

Reference Number(s) of Documents assigned or released:

1.

Additional reference #'s on page \_\_\_\_ of document

Grantor(s)

1. City of Seattle

Additional names on page \_\_\_\_ of document.

Grantee(s) (Last name first, then first name and initials)

1. Public

2. Additional names on page \_\_\_\_ of document

Legal description (abbreviated: i.e. lot, block, plat or section, township, range)

Additional reference #'s on page \_\_\_\_ of document

Assessor's Property Tax Parcel/Account Number

# \_\_\_\_\_

Assessor Tax # not yet assigned.

The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

I am requesting an emergency nonstandard recording for an additional fee as provided in RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some part of the text of the original document.

\_\_\_\_\_  
Signature of Requesting Party

Elizabeth Chavez/jom  
DON, Sorrento Hotel Landmark Designation ORD  
March 16, 2010  
Version #3

ORDINANCE 123293

AN ORDINANCE relating to historic preservation, imposing controls upon the Sorrento Hotel, 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 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 (the Board), after a public meeting on May 21, 2008, voted to approve the nomination of the improvement (the building) and the parcel of property on which the improvement is located at 900 Madison Street in Seattle for designation as a landmark under SMC Chapter 25.12; and

WHEREAS, after a public meeting on July 16, 2008, the Board voted to approve the designation of the Sorrento Hotel under SMC Chapter 25.12; and

WHEREAS, on September 16, 2009, the Board and the owner of the designated landmark agreed to controls and incentives; and

WHEREAS, the Board recommends that the City Council enact a designating ordinance approving the controls and incentives;

NOW, THEREFORE,

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

Section 1. DESIGNATION: Pursuant to SMC 25.12.660, the designation by the Landmarks Preservation Board (the Board) of the improvement (the building) and the parcel of property on which the improvement, collectively referred to as the Sorrento Hotel for the purposes of this ordinance, is located at 900 Madison Street in Seattle is hereby acknowledged.



1 A. Legal Description. The Sorrento Hotel is located on the property legally described  
2 as:

3 Lots 6 and 7, Block 76 of A.A. Denny's Extension to Terry's 1<sup>st</sup> Addition to the  
4 City of Seattle, according to the plat thereof, recorded in Volume 1 of plats, page 88, in  
5 King County, Washington.

6 B. Specific Features and/or Characteristics Designated. Pursuant to SMC  
7  
8 25.12.660.A.2, the following specific features and/or characteristics of the Sorrento Hotel are  
9 designated:

- 10 1. The exterior of the building.
- 11 2. The following elements of the interior of the building: the entry lobby and  
12 receptions desk, the elevator lobby, and the Fireside Room.
- 13 3. The parcel of property legally described above in Section 1.A, located at 900  
14 Madison Street in Seattle.

15 C. Basis of Designation. The designation was made because the Sorrento Hotel has  
16 significant character, interest or value as a part of the development, heritage or cultural  
17 characteristics of the City, state or nation, it has integrity or the ability to convey its significance,  
18 and because it satisfies the following from Section 25.12.350:

- 19 1. It embodies the distinctive visible characteristics of an architectural style, period,  
20 or of a method of construction (SMC 25.12.350.D).
- 21 2. It is an outstanding work of a designer or builder (SMC 25.12.350.E).



- 1 3. Because of its prominence of spatial location, contrasts of siting, age, or scale, it is  
2 an easily identifiable visual feature of its neighborhood or the City and contributes  
3 to the distinctive quality or identity of such neighborhood or the City (SMC  
4 25.12.350.F).

5 Section 2. CONTROLS: The following controls are hereby imposed on the features and  
6 characteristics of the Sorrento Hotel that were designated by the Board for preservation:  
7

8 A. Certificate of Approval Process.

- 9 1. Except as provided in Section 2.A.2 and Section 2.B of this Ordinance, the owner  
10 must obtain a Certificate of Approval issued by the Board pursuant to SMC  
11 chapter 25.12, or the time for denying a Certificate of Approval must have  
12 expired, before the owner may make alterations or significant changes to the  
13 following specific features or characteristics:  
14 a. The exterior of the improvement (the building).  
15 b. The following elements of the interior of the building: the entry lobby and  
16 reception desk, the elevator lobby, and the Fireside Room.  
17 c. The parcel of property legally described in Section 1.A, located at 900  
18 Madison Street in Seattle.
- 19 2. No Certificate of Approval is required for the following:  
20 a. Any in-kind maintenance or repairs of the features listed in Section 2.A.1.  
21 b. Alterations to any portion of the building not listed in Section 2.A.1.  
22 "Alterations" are defined to include changes, removal, replacement or  
23 additions.  
24 c. Alterations to any of the following:  
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1. The removal/addition of the following landscape elements: trees less than eight inches (8 inches) in diameter measured four and one half feet (4 ½ feet) above ground, shrubs, perennials and annuals.
2. Alterations to the driveway and path paving, paved steps, and courtyard fountain on the site.
3. Alterations to temporary site furnishings, including planters, furniture, and trash receptacles.
4. Recovering and or removal of the fabric canopy and the canopy support structure at the main entrance.
5. Alterations to exterior security lighting and security system equipment.
6. Alterations to non-illuminated exterior signage less than six square feet in area.
7. Alterations to flags and flagpoles.
8. Alterations to downspouts and gutters.
9. Alterations to floor finishes and floor coverings.
10. Alterations to temporary window coverings, including draperies and window blinds.
11. Alterations to interior light fixtures, including removal and replacement.
12. Alterations to interior sound system equipment and security system equipment.
13. Alterations to interior signage.
14. Alterations to the freestanding bellhop desk at the main entry lobby, and cabinetry on the wall behind the bellhop desk.
15. Alterations to banquettes/built-in seating in the Fireside Room.



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16. Alterations to the double doors from the Fireside Room to the hall to the dining area.

17. Alterations to the wood infill panels over the windows in the Fireside Room.

18. Alterations to the fireplace screen and associated equipment in the Fireside Room.

19. Alterations to the elevator door exteriors and elevator cab.

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

1. The CHPO may review and approve the items listed in Section 2.B.3 of this Ordinance according to the following procedure:

a. The owner shall submit to the City Historic Preservation Officer (CHPO) a written request for the alterations, including applicable drawings and/or specifications.

b. If the CHPO, upon examination of submitted plans and specifications, determines that the alterations are consistent with the purposes of SMC chapter 25.12, the alterations shall be approved without further action by the Board.

c. If the CHPO does not approve the alterations, the owner may submit revised materials to the CHPO, or apply to the Board for a Certificate of Approval under SMC chapter 25.12, as provided in Section 2.A.

2. The CHPO shall transmit a written decision on the owner's request to the owner within 14 days of receipt of the request. Failure of the CHPO to approve or disapprove the request shall constitute approval of the request.



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3. CHPO approval for changes or alterations to the designated features or characteristics of the landmark described in Section 1.B of this Ordinance, is available for the following:
- a. For the specified features and characteristics of the building listed in Section 2.A.1, the addition or elimination of duct conduits, HVAC vents, grilles, fire escapes, pipes, and other similar wiring or mechanical elements necessary for the normal operation of the building.
  - b. Alterations to the penthouse level exterior structures, so long as the alterations do not result in an increase in size of the structures.
  - c. Alterations to the metal fencing and gates on the historic masonry wall on the site.
  - d. Alterations to exterior signage more than six square feet in area.
  - e. Alterations to the metal grilles at the center windows of the lower east elevation.
  - f. Alterations to exterior light fixtures.
  - g. Alterations to the metal balcony between levels one and two on the lower east elevation.
  - h. Alterations to the masonry vestibule addition that extends from the south side of the north wing, at the courtyard level.
  - i. Alterations to the two tower windows that have been infilled with brick.
  - j. Alterations to the arched window at the roofline center joint.

Section 3. INCENTIVES: The following incentives are hereby granted on the features and characteristics of the Sorrento Hotel that were designated by the Board for preservation:

1           A.     Uses not otherwise permitted in a zone may be authorized in a designated  
2 Landmark by means of an administrative conditional use issued pursuant to Seattle Municipal  
3 Code Title 23.

4           B.     Exceptions to certain requirements of the Seattle Building Code, SMC Chapter  
5 22.100, and the Energy Code of the City, SMC Chapter 22.700, may be authorized pursuant to  
6 the applicable provisions thereof.

7           C.     Special tax valuation for historic preservation may be available under Chapter  
8 84.26 RCW upon application and compliance with the requirements of that statute.

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

11           Section 5. The Sorrento Hotel is hereby added to the Table of Historical Landmarks  
12 contained in SMC Chapter 25.32.

13           Section 6. The City Clerk is directed to record a certified copy of the ordinance with the  
14 King County Director of Records and Elections, deliver two certified copies to the City Historic  
15 Preservation Officer (CHPO), and deliver one copy to the Director of the Department of Planning  
16 and Development. The CHPO is directed to provide a certified copy of the ordinance to the  
17 owner of the landmark.  
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Elizabeth Chave/om  
DON, Sorrento Hotel Landmark Designation ORD  
March 16, 2010  
Version #3

1 Section 7. This ordinance shall take effect and be in force thirty (30) days from and after  
2 its approval by the Mayor, but if not approved and returned by the Mayor within ten (10) days  
3 after presentation, it shall take effect as provided by Municipal Code Section 1.04.020.

4 Passed by the City Council the 10<sup>th</sup> day of May, 2010, and  
5 signed by me in open session in authentication of its passage this  
6  
7 10<sup>th</sup> day of May, 2010.

8  
9   
10 President \_\_\_\_\_ of the City Council

11 Approved by me this 13<sup>th</sup> day of May, 2009. 2010

12  
13  
14   
15 Michael McGinn, Mayor

16 Filed by me this 14<sup>th</sup> day of May, 2010.

17 **State of Washington,**  
18 **County of King**

19 I, Janet Polata   
20 City Clerk ~~certify that this is a true and correct~~

21 (Seal) ~~copy of~~ Ordinance 123293, on file in the records  
22 of the City of Seattle Office of the City Clerk



Signed by: \_\_\_\_\_  
Signature J. Polata  
Title: Information Specialist  
Date: May 19, 2010