

## Beth McEwen

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**From:** Robert Palmer  
**Sent:** Sunday, January 27, 2019 5:20 PM  
**To:** Rorie Watt; Beth Weldon; Beth McEwen  
**Subject:** FW: Archipelago: Motion to remove Right to Object provision  
**Attachments:** 2019-01-27 Motion to prohibit right to object v1.docx

FYI, Carole asked for a draft amendment but is not sure if she will make it.

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**From:** Robert Palmer  
**Sent:** Sunday, January 27, 2019 5:18 PM  
**To:** Carole Triem  
**Subject:** Archipelago: Motion to remove Right to Object provision

Motion: I move to amend Sections 5.D and 5.A.5 of the ordinance to prohibit buying a portion of Lot 1 with Archipelago's right to object to certain development. (Then hand out the attached and ask to speak to the motion. I'll bring 20 copies for you tomorrow.)

Some of the reasons could be:

- The CBJ has historically balanced the use of its land with the needs of the community without adversely effecting adjoining property owners
- The CBJ should not buy land with development restrictions imposed by prior owners but should use land consistent with community needs
- A right to object provision vests too much power with a property owner instead of with the public's interest
- There is no intention of the CBJ to use this land to adversely affect Archipelago.
- Archipelago's interests are protected with the robust public process afforded by Docks and Harbors Board and the Assembly process if Archipelago ever disagreed with the CBJ's planned use of the property
- This right to object provision invites unnecessary future disputes
- On balance, the corresponding value of \$194,625 is not worth the potential headaches of having such a provision.

*Handout Amendment to Ordinance 2019-02 from  
Assemblymember Triem. Amendment failed 3 Ayes  
6 Nays.*

**Motion: Amend Sections 5.D and 5.A of the ordinance to prohibit buying a portion of Lot 1 with Archipelago's right to object.**

**Section 5. Minimum Essential Terms and Conditions.** The Purchase and Sale Agreement is subject to the following minimum terms and conditions:

(A) Transaction Value. The net balance due from the CBJ to Archipelago is \$1,116,800 (one million, one hundred and sixteen thousand, and eight hundred dollars) ~~\$922,175 (Nine hundred twenty two thousand, one hundred seventy five dollars)~~, which was determined by appraisal, given the following:

1. Archipelago land value of \$2,850,135.00;
2. Minus \$1,252,400.00 for CBJ's land value;
3. Minus \$420,935.00 for Archipelago's benefit of fill behind retaining wall;
4. Minus \$60,000.00 for Archipelago's benefit of access along northern property line;
5. ~~Minus \$194,625.00 for Archipelago's right to object to development on a portion of Lot 1.~~

...

(D) Archipelago Right to Object. Archipelago has requested preserving a right to object to development on a portion of Lot 1 sold to the CBJ. The appraisal valued that right to object as decreasing the property value by fifty percent or \$194,625.00. The Manager may not execute a purchase and sale agreement or accept a deed that includes a right to object encumbrance. ~~The Manager may execute the purchase and sale agreement with Archipelago's right to object language, which is in paragraph #14 of Exhibit A.~~