

Seattle City Clerk's Office

Comptroller File

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JUL 17 1917

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A G R E E M E N T.

THIS AGREEMENT, Made and entered into this 7<sup>th</sup> day of July, 1917, by and between SAMUEL SHAPIRO and BERTHA SHAPIRO, his wife, and DAVE LEVEY, mortgagee, parties of the first part, and the CITY OF SEATTLE, a municipal corporation, party of the second part,

WITNESSETH: That, whereas the parties of the first part have heretofore filed a claim against the party of the second part alleging therein that they are the owners of Lots Four (4), Five (5) and Six (6), Block Two (2), McAleer's Supplemental Addition to Seattle Homestead Addition to the City of Seattle, and appurtenances thereunto attached, and claiming therein that by reason of the negligence and carelessness of the party of the second part the lateral support of said property was removed and that said property was damaged in the sum of Ten Thousand Seven Hundred Dollars (\$10,700.00), and

WHEREAS, said parties of the first part are willing to accept the sum of One Thousand Fifty Dollars (\$1,050.00) in full for all damage claimed by them to the buildings and other improvements situated thereon, and as the full value of said buildings and improvements, and

WHEREAS, the said party of the second part is seeking to acquire title to the aforesaid property and has enacted an Ordinance, No. 37320, for the purpose of obtaining title to said property and other property therein described, by eminent domain proceedings, and

WHEREAS, said eminent domain proceedings may not be adjudicated until the latter part of the year 1917, or later, and

WHEREAS, the party of the second part is desirous of obtaining immediate possession of the aforesaid property,

NOW, THEREFORE, the parties of the first part agree, in consideration of the sum of One Thousand Fifty Dollars (\$1,050.00) and other consideration hereinafter mentioned, to cancel and satisfy of record the said claim of said parties of the first part against said party of the second part, said claim being now on file with the city clerk of the City of Seattle under File No. 67273;

Said parties of the first part further agree to permit said party of the second part the immediate possession of said property, to-wit, Lots Four (4), Five (5) and Six (6), Block Two (2), McAleer's Supplemental Addition to Seattle Homestead Addition to the City of Seattle, for the purpose of excavating a roadway from the south end of the steel bridge on Twelfth Avenue South, running southerly through the aforesaid property to Judkins Street, said roadway to run from the existing grade of the south end of the steel bridge to a grade of one hundred ninety and six one-hundredths (190.06) feet above city datum at the north line of Charles Street, and to be substantially of a uniform grade between said Charles Street and Judkins Street, to be substantially thirty (30) feet in width with slopes from the east to the west lines at approximately a grade of one to one.

It is further agreed by the parties of the first part that in consideration of the construction of said roadway and the removal of the earth incident thereto that the aforesaid roadway and slopes may be used for street purposes by the City of Seattle until such time as proceedings may be had to acquire said property by condemnation proceedings under Ordinance No. 37320, or ordinances amendatory thereof; provided, however, that said period shall not extend more than eighteen (18) months from the 6th day of April, 1917.

It is further agreed by the parties of the first part that said excavating and sloping may be done by hydraulic or other method and the city shall not be liable for any sliding of earth on said lots caused by such excavation.

It is understood and agreed by the parties hereto that the acceptance of the aforesaid sum of One Thousand Fifty Dollars (\$1,050.00) and the cancellation and satisfaction of the aforesaid claim will in no manner preclude the parties of the first part from recovering in the eminent domain proceedings herein above mentioned the actual fair cash market value of the aforesaid property exclusive of any buildings or other appurtenances situated thereon.

It is further agreed that in the condemnation proceedings the value of the property hereinabove described shall be taken as of a date thirty (30) days prior to the filing of the claim for damages to said property (Comptroller's File No. 67273).

It is further agreed that all taxes and assessments which shall become a lien on said property subsequent to the execution of this agreement and during possession, shall be paid by the City of Seattle.

It is further agreed that if the city should hereafter abandon the condemnation of said property that Claim No. 67273 shall remain in force and effect and that the owners of said property may bring an action thereon against the city and that the lapse of time occasioned by the execution of this agreement shall not be pleaded by the city as a bar thereto.

It is further agreed that if the city should abandon said condemnation proceedings that in addition to said action upon said claim the owners of said property shall have a right of action against the city for such damages, if any, as may have resulted

to said property from the acts of the city performed pursuant to this agreement.

This agreement shall become binding upon the acceptance by the city, either by formal action or by the commencement of work thereunder, upon any of the property above described.

IN WITNESS WHEREOF we have hereunto set our hands and seals this 10 day of July, 1917.

S. Shapiro SEAL  
Bertha Shapiro SEAL  
Owners  
Paul Lacey SEAL  
Mortgagee  
Parties of the first part.

WITNESS:

Edmund Van Tassel

BY

THE CITY OF SEATTLE

[Signature]  
Its Mayor.

Party of the second part.

OK. Robert H. Evans  
as Eng. C.