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Ordinance No. 106585

AN ORDINANCE establishing the fair value of and authorizing the sale and conveyance of land and buildings of certain City property in the Pike Place Urban Renewal Project, (WASH. R-17) Disposition Parcels 12-4 and 12-5) to the Pike Place Market Preservation & Development Authority.

7/6/77 - PASS

COMPTROLLER
FILE NUMBER _____

Council Bill No. 98547

INTRODUCED: JUL 5 1977	BY: EXECUTIVE REQUEST
REFERRED: JUL 5 1977	TO: PLANNING & URBAN DEV.
REFERRED:	
REFERRED:	
REPORTED: JUL 11 1977	SECOND READING: JUL 11 1977
THIRD READING: JUL 11 1977	SIGNED: JUL 11 1977
PRESENTED TO MAYOR: JUL 12 1977	APPROVED: JUL 18 1977
RETD. TO CITY CLERK: JUL 18 1977	PUBLISHED:
VETOED BY MAYOR:	VETO PUBLISHED:
PASSED OVER VETO:	VETO SUSTAINED:

LAW DEPARTMENT

Unanimous Vote

YES NO

See Ord. 106586

Mayor
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WM
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A. C.
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C. O.
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ORDINANCE 106585

AN ORDINANCE establishing the fair value of and authorizing a contract for the sale and conveyance of land and buildings of certain City property in the Pike Place Urban Renewal Project, (WASH. R-17) (Disposition Parcels 12-4 and 12-5) to the Pike Place Market Preservation & Development Authority.

WHEREAS, the property hereinafter described was acquired by the City in connection with the Pike Place Urban Renewal Project (WASH. R-17) pursuant to the amended Urban Renewal Plan approved by Ordinance 102916; and

WHEREAS, a qualifying redevelopment proposal was received from the Pike Place Market Preservation & Development Authority for the purchase and rehabilitation of said parcels pursuant to the call for such proposals approved by the City Council; and

WHEREAS, the Director of Community Development has reported that the proposal of the Pike Place Market Preservation & Development Authority meets all requirements and is consistent with the goals and objectives of the Pike Place Project Plan and has recommended that the proposal be accepted; Now, Therefore,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. That the Mayor is hereby authorized and directed to execute and the City Comptroller to attest for and on behalf of the City of Seattle a Contract substantially in the form of Exhibit A attached hereto with the Pike Place Market Preservation & Development Authority providing for the sale to said Preservation & Development Authority of the following described real property:

FAIRLEY GROUP (Disposition Parcel No. 12-4)

That portion of Lots 4, 5, 8 and 9, Block G, Addition to the Town of Seattle, as laid out by A. A. Denny (commonly known as A. A. Denny's 4th Addition to the City of Seattle) according to Plat thereof recorded in Volume 1 of Plats, Page 69, Records of King County, Washington, lying southwesterly of Pike Place. TOGETHER WITH that portion of Pike Place as vacated by City of Seattle Ordinance No. 57506 lying northwesterly of the north-easterly projection of the southeasterly line of said Lot 9. TOGETHER WITH that portion of Pike Place as vacated by City of Seattle Ordinance No. 105610 lying easterly of a line projected northeasterly at right angles to Pike Place from the most northerly corner of the above described portion of said Lot 4.

SUBJECT TO easements and restrictions of record, if any.

SUBJECT TO an easement for structural support over, under and across the southeasterly 2.00 feet of the above described portion of Lot 9.

TOGETHER WITH an easement for structural support over, under and across the northwesterly 2.00 feet of that portion of Lot 12, said Block G lying southwesterly of Pike Place.

TOGETHER WITH vacated aerial rights above Western Avenue of an undetermined height adjoining to a width of 10.15 feet extending along the westerly boundary of Lot 4 and Lot 5 a distance of 98.35 feet.

ECONOMY GROUP (Disposition Parcel 12-5)

Lots 2 and 3, Block F, Addition to the Town of Seattle, as laid out by A. A. Denny (commonly known as A. A. Denny's 4th Addition to the City of Seattle) according to Plat thereof recorded in Volume 1 of Plats, Page 69, Records of King County, Washington. EXCEPT the northeasterly 9.00 feet thereof as appropriated by the City of Seattle under the provisions of Ordinance No. 1129 of the City of Seattle for the widening of Front Street (now First Avenue). TOGETHER WITH the vacated aerial portion of the alley in said Block F as vacated by Ordinance No. 57507 of the City of Seattle.

SUBJECT TO easements and restrictions of record, if any.

for a consideration consisting of: (1) the sum of Three Hundred Twenty Thousand Dollars (\$320,000.00), which sum upon receipt is to be credited to the Project Temporary Loan Repayment Fund, Project WASH. R-17, and (2) the covenants, promises, and undertakings of the PDA contained in said Contract.

Section 2. That the Mayor is hereby authorized and directed to execute and the City Comptroller to attest for and on behalf of the City of Seattle a Deed substantially in the form of Exhibit B attached hereto, conveying to Pike Place Market Preservation & Development Authority the real property described in Section 1 hereof for a consideration consisting of the sum of Three Hundred Twenty Thousand Dollars (\$320,000.00), and (2) the promises and undertakings of Pike Place Market Preservation & Development Authority as stated in the Contract authorized in Section 1 hereof.

Section 3. That in connection with the Contract authorized in Section 1 and the Deed authorized in Section 2 of this Ordinance, it is hereby determined, as required by the Department of Housing and Urban Development that the disposal price of Three Hundred Twenty Thousand Dollars (\$320,000.00) proposed in said Contract and Deed is not less than the fair value of the land and buildings for uses

(To be used for all Ordinances except Emergency.)

in accordance with the Urban Renewal Plan for said project, that the Pike Place Market Preservation & Development Authority possesses the qualifications and financial resources necessary to acquire and develop the land and buildings in accordance with said Plan and that the form of Contract authorized in Section 1 and form of Deed authorized in Section 2 hereof is satisfactory, and the same is hereby approved.

Section 4. Any act pursuant to the authority and prior to the effective date of this Ordinance is hereby ratified and confirmed.

Section..... This ordinance shall take effect and be in force thirty days from and after its passage and approval, if approved by the Mayor; otherwise it shall take effect at the time it shall become a law under the provisions of the city charter.

Passed by the City Council the 11 day of July, 1977, and signed by me in open session in authentication of its passage this July day of July, 1977.

[Signature]
President of the City Council.

Approved by me this 18 day of July, 1977.

[Signature]
Mayor.

Filed by me this 18 day of July, 1977.

Attest: *[Signature]*
City Comptroller and City Clerk.

(SEAL)

Published

By *[Signature]*
Deputy Clerk.

EXHIBIT "A"

CONTRACT FOR SALE OF PROPERTY FOR REHABILITATION

THIS AGREEMENT made on or as of the _____ day of _____ 197 , by and between THE CITY OF SEATTLE, a Municipal Corporation of the State of Washington, having its office at the Seattle Municipal Building, 600 Fourth Avenue, in the City of Seattle, Washington (hereinafter called "City"), and the PIKE PLACE MARKET PRESERVATION AND DEVELOPMENT AUTHORITY, a public corporation of the State of Washington (hereinafter called "PDA"), having its office at 1431 First Avenue, in the City of Seattle, State of Washington,

WITNESSETH:

WHEREAS, in furtherance of the objectives of the Urban Renewal Law (RCW 35.81) City has undertaken a program for the clearance and reconstruction and/or rehabilitation of slum and blighted areas in the City of Seattle, King County, Washington, and in this connection is engaged in carrying out an urban renewal project known as the "Pike Place Urban Renewal Project" (hereinafter called "Project") in an area (hereinafter called "Project Area") located in the City; and

WHEREAS, for the purposes of this contract the words construct, construction, and constructing shall be used interchangeably with the words rehabilitate, rehabilitation, and rehabilitating, respectively; and

WHEREAS, as of the date of this agreement, there has been prepared and approved by City an Urban Renewal Plan for the Project, dated January 4, 1974, approved by the City Council on December 26, 1973 by Ordinance 102916 (which plan, as amended prior to the date of execution of this contract, is, unless otherwise indicated by the context, hereinafter called "Urban Renewal Plan"); and

WHEREAS, a copy of the Urban Renewal Plan as constituted on the date of the agreement has been recorded in the office of the Auditor of King County, Washington (Auditor's File or Recording No. 7501170268); and

WHEREAS, in order to enable the City to achieve the objectives of the Urban Renewal Plan and particularly to make land in the Project Area available for redevelopment by a public entity for and in accordance with the uses specified in the Urban Renewal Plan, the Federal Government has undertaken to provide, and has provided, substantial aid and assistance to the City through a contract for Loan and Capital Grant dated August 29, 1972, as amended; and

WHEREAS, the City recognizes its special relationship with, and the municipal activities and responsibilities presently being undertaken by, the PDA; and

WHEREAS, the transfer of Parcels No. 12-4 and 12-5 in the Pike Place Project (No. WASH R-17) from the City to PDA will materially advance the public purposes, as stated in Ordinance 103387, for which the PDA was created;

NOW, THEREFORE, the parties hereto, for and in consideration of the promises and the mutual obligations herein undertaken do hereby agree as follows:

ARTICLE I. GENERAL TERMS RE CONVEYANCE OF PROPERTY

Sec. 101. Sale and Purchase Price. Subject to all of the terms and conditions of this Agreement, the City will sell that certain real property in the Project Area more particularly described as follows:

Parcel 12-4 Fairley Group

That portion of Lots 4, 5, 8 and 9, Block G, Addition to the Town of Seattle, as laid out by A. A. Denny (commonly known as A. A. Denny's 4th Addition to the City of Seattle) according to Plat thereof recorded in Volume 1 of Plats, Page 69, Records of King County, Washington, lying southwesterly of Pike Place. TOGETHER WITH that portion of Pike Place as vacated by City of Seattle Ordinance No. 57506 lying northwesterly of the northeasterly projection of the southeasterly line of said Lot 9. TOGETHER WITH that portion of Pike Place as vacated by City of Seattle Ordinance No. 105610 lying easterly of a line projected northeasterly at right angles to Pike Place from the most northerly corner of the above described portion of said Lot 4.

SUBJECT TO easements and restrictions of record, if any.

SUBJECT TO an easement for structural support over, under and across the southeasterly 2.00 feet of the above described portion of Lot 9.

TOGETHER WITH an easement for structural support over, under and across the northwesterly 2.00 feet of that portion of Lot 12, said Block G lying southwesterly of Pike Place.

TOGETHER WITH vacated aerial rights above Western Avenue of an undetermined height adjoining to a width of 10.15 feet extending along the westerly boundary of Lot 4 and Lot 5 a distance of 98.35 feet.

Parcel 12-5 Economy Group

Lots 2 and 3, Block F, Addition to the Town of Seattle, as laid out by A. A. Denny (commonly known as A. A. Denny's 4th Addition to the City of Seattle) according to Plat thereof recorded in Volume 1 of Plats, Page 69, Records of King County, Washington. EXCEPT the northeasterly 9.00 feet thereof as appropriated by the City of Seattle under the provisions of Ordinance No. 1129 of the City of Seattle for the widening of Front Street (now First Avenue). TOGETHER WITH the vacated aerial portion of the alley in said Block F as vacated by Ordinance No. 57507 of the City of Seattle.

SUBJECT TO easements and restrictions of record, if any.

(which above-described real estate is hereinafter called "Property") to the PDA and the PDA will purchase the Property for a consideration consisting of (1) a payment to the City of the sum of Three Hundred Twenty Thousand Dollars (\$320,000.00), such payment to be in cash, or by such check as shall be satisfactory to the City and (2) the covenants, promises and undertakings of the PDA herein contained.

Sec. 102 Conveyance. The City warrants and upon payment in full by PDA of the monetary portion of the consideration that is \$320,000, the City shall convey title to the Property to PDA by Warranty Deed (hereinafter called "Deed") free and clear of any exceptions, conditions, restrictions or other conditions, covenants, and restrictions except for those set forth or referred to elsewhere in this Agreement, and except for:

Rights granted to Seattle and Montana Railroad Company, a Corporation, and Northern Pacific Railway Company, a Corporation, for a 50-foot right-of-way for a tunnel and railway tracks beneath the surface of Lots 4 and 5, Block "G," A. A. Denny's 4th Addition, and other lands not covered in this legal description by instruments recorded under King County Recording No.'s 270085 and 269706, Records of King County, Washington.

Sec. 103. Title Insurance. The City shall provide PDA with an owner's policy of title insurance in standard form, acceptable to PDA and pay the costs of said Title Insurance Policy and for the necessary State Revenue Stamps. A preliminary title report will be provided by the City for the PDA's inspection.

Sec. 104. Procedure for Delivery of Deed.

(a) By reason of the requirements of RCW 65.08.095 which provides as follows:

"Conveyances of fee title by public bodies. Every conveyance of fee title to real property hereafter executed by the state or by any political subdivision or municipal corporation thereof shall be recorded by the grantor, after having been reviewed as to form by the grantee, at the expense of the grantee at the time of delivery to the grantee, and shall constitute legal delivery at the time of filing for record."

the procedure for delivery of the deed by the City and for payment to the City by PDA of that portion of the consideration consisting of cash, or a check in lieu thereof, shall be as follows:

- (1) The deed will be prepared by the City and submitted to the PDA for approval.
- (2) Upon agreement by the City and PDA as to the form and content of the deed, the PDA will endorse its approval thereupon and return the same to the City.
- (3) The City, upon passage of legislation, if any, necessary to authorize execution of the deed on its behalf, shall cause such deed to be executed and thereupon delivered to the escrow office of the Safeco Title Insurance Company with instructions to record the same on behalf of the grantor City as soon as the PDA has (i) deposited with the escrow agent aforesaid for delivery to the City the sum of \$320,000 cash or (ii) deposited with the escrow agent aforesaid a check in the sum of \$320,000, payable to The City of Seattle, provided, however, the escrow agent shall be instructed not to record the deed or in any other way deliver the same until advised by the City that the form and character of the check is acceptable to the City.
- (4) The escrow agent shall be instructed to in turn instruct the King County Office of Records and Elections (County Recorder) to mail the original of the deed, following recording, to the PDA.

Sec. 105. Escrow Fee. The escrow fee charged in connection with this closing shall be paid one-half each by the PDA and City.

ARTICLE II. ACCEPTANCE OF PROPERTY

Sec. 201. Acceptance by PDA. By its execution of this Agreement, the PDA certifies that it has inspected the property and that it accepts the property in the condition in which it existed as of the date of such execution, subject, however, to exceptions as follows:

NONE

ARTICLE III. LAND USES

Sec. 301. Restrictions on Land Use. The PDA agrees for itself, its successors and assigns, and for every successor in interest to the Property, or any part thereof, and the Deed shall by condition or covenant so require, to:

(a) Devote the Property only to uses permitted in Section III of the Pike Place Urban Renewal Plan on the date of execution of this agreement or that may be permitted by subsequent amendments to that Plan that are approved by the PDA or its successors and assigns. (Section III. A. is entitled "Land Use Map." Exhibit "B" to the Plan designates the Property Mixed Commercial, Historic District Rehabilitation Area (MCHR). Section III. B. is entitled "Development Controls" and details the controls applicable to rehabilitated property and structures within the Historic District and all such Controls apply to this Property) and to at all times maintain the Property in a good state of repair.

(b) Uses the Property in a manner consistent with the scheme of the grantor set out in the Pike Place Market Historical Preservation Ordinance No. 100475, Section 1, 2, and 4, for the preservation of the surrounding area as an historic public market place, with its historically

related uses.

(c) Not discriminate upon the basis of race, color, religion, sex, or national origin in the sale, lease or rental or in the use or occupancy of the Property or any improvements erected or to be erected thereon, or any part thereof.

(d) Comply with the regulations issued by the Secretary of Housing and Urban Development set forth in Vol. 37, Federal Register, No. 205-22732-35 (October 21, 1972) and all applicable rules and orders issued thereunder which prohibit the use of lead-based paint in residential structures undergoing federally assisted construction or rehabilitation and require the elimination of lead-based paint hazards.

Sec. 302. Effect of Covenants: Period of Duration. The Deed shall be so worded as to effectuate the intent of the parties hereto that the agreement, conditions and covenants provided in this Article III run with the land and, except only as otherwise specifically provided in the Agreement, be binding for the benefit and in favor of, and enforceable by the City, its governmental successors and assigns, and the owners of any other land (or of any interest in such land) within the Project area that is subject to the same conditions and covenants, and the United States (in the case of the covenant provided in subdivision (c) of Section 301 of this Article III) against the PDA, its successors and assigns, and every successor in interest to the Property or to any part thereof or to any interest therein, and any party in possession or occupancy of the Property or any part thereof.

It is further intended and agreed that:

Subdivision (a) of Section 301 of this Article III shall continue in effect until January 3, 2014.

Subdivision (b) of Section 301 of this Article III shall continue in effect without limitation as to

time, if all properties within the seven-acre Historical District which are owned or subsequently owned by the City during the life of the Pike Place Urban Renewal Plan and sold, leased or devoted to any type of commercial, retail, or residential purposes are made subject to subdivision (b) of said Section 301. Subdivision (c) of Section 301 of this Article III shall continue in effect without limitation as to time. Subdivision (d) of Section 301 of this Article III shall continue in effect until January 3, 2014.

Sec. 303. Enforceability by City and United States.

In amplification, and not in restriction, of the provisions of Section 302 of this Article III, it is intended and agreed that the City shall be deemed a beneficiary of the agreements, conditions and covenants provided in Section 301 of this Article III, and the United States shall be deemed a beneficiary of the covenant provided in subdivisions (c) and (d) of such Section 301, both for and in their or its own right and also for the purposes of protecting the interests of the community and the other parties, public or private, in whose favor or for whose benefit such agreements, conditions and covenants have been provided. Such agreements, conditions and covenants shall be enforceable (and the Deed shall so state) at any time in favor of the City and/or the United States without regard to whether the United States is or has been an owner of or held any interest in any land to which such agreements, conditions and covenants relate. In addition to the power of termination to be provided it by the deed for breaches of conditions subsequent, the City shall have the right, in the event of any breach of any such agreement, condition or covenant, and the United States shall have the right, in the event of any breach of subdivisions (c) and (d) of Section 301 of this Article III, to exercise all the rights and remedies, and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breach of agreement, condition or covenant, to which it or any other beneficiaries of such agreement, condition or covenant may be entitled.

Sec. 304. Agreement As To Use. The parties hereto agree that the deed will contain a provision as follows:

That since Purchaser (PDS) is acquiring the remaining two (2) of five (5) parcels which collectively have become known as the main or core market and which the seller (City) desires to maintain as such as a part of its redevelopment program, Purchaser (PDA) covenants and agrees, for the benefit of Parcels 1, 2 and 3 to use the property herein conveyed as a public market, the seller (City) having agreed at the time of sale of Parcels 1, 2 and 3 to require the purchaser of Parcels 4 and 5, for the benefit of Parcels 1, 2, and 3, to covenant and agree to use Parcels 4 and 5 as a public market.

ARTICLE IV. REHABILITATION

Sec. 401. Construction of Improvements. The PDA will be responsible for the rehabilitation and improvement of the property to accommodate uses and activities permitted by and in accordance with the Urban Renewal Plan and subject to approval by the Market Historical Commission or any successor body to which the said Commission's responsibilities are specifically assigned by an Ordinance of the City enacted for such purpose; provided that the PDA may appeal any adverse decision of the said Historical Commission to the City Council.

Sec. 402. Plans for Construction of Improvements. Plans and specifications with respect to the redevelopment of the Property and the construction of improvements thereon shall be in conformity with the Urban Renewal Plan, this Agreement, and all applicable State and local laws and regulations. As promptly as possible after execution of this Agreement, and, in any event, no later than August 30, 1977 the PDA shall submit to the City for

approval by the City, a complete set of plans, drawings, specifications, and related documents, and the proposed construction schedule (which plans, drawings, specifications, related documents, and construction of progress schedule, together with any and all changes therein that may thereafter be made and submitted to the City as herein provided, are, except as otherwise clearly indicated by the context, hereinafter collectively called "Construction Plans") with respect to the improvements to be constructed by the PDA on the Property, in sufficient completeness and detail to show that such improvements and construction thereof will be in accordance with the provisions of the Urban Renewal Plan and this Agreement. The City shall, if the Construction Plans originally submitted conform to the provisions of the Urban Renewal Plan and this Agreement, approve in writing such Construction Plans and no further filing by the PDA or approval by the City thereof shall be required except with respect to any material change. Such Construction Plans shall, in any event, be deemed approved unless rejection thereof in writing by the City, in whole or in part, setting forth in detail the reasons therefor, shall be made within twenty (20) days after the date of their receipt by the City. If the City so rejects the Construction Plans in whole or in part as not being in conformity with the Urban Renewal Plan or this Agreement, the PDA shall submit new or corrected Construction Plans which are in conformity with the Urban Renewal Plan and this Agreement, within twenty (20) days after written notification to the PDA of the rejection. The provisions of this Section relating to approval, rejection, and resubmission of corrected Construction Plans hereinabove provided with respect to the original Construction Plans shall continue to apply until the Construction Plans have been approved by the City: Provided, that in any event the PDA shall submit Construction Plans which are in conformity with the requirements of the Urban Renewal Plan and this Agreement, as of a date to be determined by the City, but no later than October 30, 1977

All work with respect to the improvements to be constructed or provided by the PDA on the Property shall be in conformity with the Construction Plans as approved by the City. The term "Improvements," as used in this Agreement, shall be deemed to have reference to the improvements as provided and specified in the Construction Plans as so approved.

Sec. 403. Changes in Construction Plans. If the PDA decides to make any change in the Construction Plans after their approval by the City, the PDA shall submit the proposed change to the City for its approval. If the Construction Plans, as modified by the proposed change, conform to the requirements of Section 401 hereof with respect to such previously approved Construction Plans, the City shall approve the proposed change and notify the PDA in writing of its approval. Such change in the Construction Plans shall, in any event, be deemed approved by the City unless rejection thereof, in whole or in part, by written notice thereof by the City to the PDA, setting forth in detail the reasons therefor, shall be made within twenty (20) days.

Sec. 404. Evidence of Equity Capital and Mortgage Financing. As promptly as possible after approval by the City of the Construction Plans, and, in any event, no later than August 30, 1977 the PDA shall submit to the City evidence satisfactory to the City that the PDA has the equity capital and commitments for mortgage financing necessary for the construction of the Improvements, provided that any City approval required by this section shall not be unreasonably withheld.

Sec. 405. Approvals of Construction Plans and Evidence of Financing as Conditions Precedent to Conveyance. The submission of Construction Plans and their approval by the City as provided in Section 402 hereof, and the submission of evidence of equity capital and commitments for mortgage financing as provided in Section 404 hereof, are conditions precedent to the obligation of the City to convey the Property to the PDA.

Sec. 406. Time for Construction. The PDA agrees for itself, its successors and assigns, and every successor in interest to the Property, or any part thereof, that the PDA shall begin the rehabilitation of the Property within two (2) months from the date of the Deed, and diligently proceed to complete such construction. The provisions of the Agreement pertaining to the Improvements and the prescribed time schedule for the construction thereof shall be in the nature of covenants or conditions running with the land and except only as otherwise specifically provided in this Agreement, be binding for the benefit of the community and the City, and enforceable by the City against the PDA, its successors and assigns, and every successor in interest to the Property, or to any part thereof or any interest therein.

Sec. 407. Report on Progress. Subsequent to the conveyance of the Property or any part thereof to the PDA, and until construction of the Improvements have been completed, the PDA shall monthly make in such detail as may reasonably be required by the City, and forward to the City, a report in writing as to the actual progress of the PDA with respect to such Construction. During such period, the work of the PDA shall be subject to inspection not less often than weekly by the City.

Sec. 408. Access to Property. Prior to delivery of the deed to the Property to the PDA, the City shall permit the PDA access thereto, whenever and to the extent necessary to carry out the purposes and provisions of this Agreement; and subsequent to such delivery, the PDA shall permit access to the Property by the City whenever and to the extent necessary to carry out the purposes of and provisions of this Agreement.

Sec. 409. Certificate of Completion.

(a) Promptly after completion of the Improvements in accordance with those provisions of this Agreement relating solely to the obligations of the PDA to construct the Improvements (including the dates for beginning and completion thereof), the City

shall furnish the PDA with a certificate of completion. Delivery of such certificate by the City and recording thereof by the PDA shall be conclusive satisfaction and determination of the agreements and covenants in this Agreement and in the Deed with respect to the obligations of the PDA, and its successors and assigns, to construct the Improvements and the dates for the beginning and completion thereof.

(b) As the Improvements to be constructed on the Property by the PDA are completed, the PDA may convey, lease or assign said individual parts or parcels of the property subject to all of the covenants, conditions and terms of this Agreement and the Deed executed pursuant hereto, and any deed to or lease or assignment of or contract to sell said individual part or parcel shall state that it is so subject. The City will, upon proper completion of the Improvements relating to any such part or parcel, certify to the PDA that such Improvements have been made in accordance with the provisions of this Agreement. The deed to or lease or assignment of or contract to sell any such aforesaid part or parcel shall recite that such certification has been made and no party purchasing or leasing or receiving through assignment such individual part or parcel pursuant to the authorization herein contained shall, because of such purchase, lease, assignment or contract incur any obligation with respect to the construction of the improvements relating to such part or parcel or to any other part or parcel of the Property.

(c) Each certification provided for in this Section 409 shall be in such form as will enable it to be recorded in the proper office for the recordation of deeds and other instruments pertaining to the Property. If the City shall refuse or fail to provide any certification in accordance with the provisions of this section, the City shall, within thirty (30) days after written request by the PDA, provide the PDA with a written

statement indicating in adequate detail in what respects the PDA has failed to complete the Improvements in accordance with the provisions of this Agreement, or is otherwise in default, and what measures or acts will be necessary, in the opinion of the City, for the PDA to take or perform in order to obtain such certification.

ARTICLE V. PROHIBITIONS AGAINST ASSIGNMENT AND TRANSFER

Sec. 501. Representation as to Use. The PDA represents and agrees that its purchase of the property is now and will continue to be for the purpose of utilizing the same in a manner consistent with the administration of the area in which it is situated as an historical district, pursuant to Ordinance 100475 of the City of Seattle and those uses specified in Section III of the Pike Place Urban Renewal Plan, pages 8 through 27, inclusive, recorded in the office of the King County Director of Records and Elections under Recording No. 7501170268, and such representation is a part of the consideration flowing to the City in connection with this Agreement.

Sec. 502. Representations as to Rehabilitation. The PDA represents and agrees that its purchase of the Property, and its use or other undertakings pursuant to this Agreement, are, and will be for the purpose of rehabilitation of the Property and not for speculation in land holding. The PDA further recognizes that, in view of

- (a) the importance of the redevelopment of the Property to the general welfare of the community; and
- (b) the substantial financing and other public aids that have been made available by law and by the Federal and local Governments for the purpose of making such redevelopment possible,

the qualifications and identity of the PDA and its council members

are of particular concern to the community and the City. The PDA further recognizes that it is because of such qualifications and identity that the City is entering in this Agreement with the PDA, and, in so doing, is further willing to accept and rely on the obligations of the PDA for the faithful performance of all undertakings and covenants hereby by it to be performed without requiring in addition a surety bond or similar undertaking for such performance of all undertakings and covenants in this Agreement.

Sec. 503. Prohibition Against Transfer of Shares of Stock; Binding Upon Stockholders Individually.

(NOT APPLICABLE)

Sec. 504. Prohibition Against Transfer of Property and Assignment of Agreement. The PDA represents and agrees for itself, and its successors and assigns, that:

(a) Except Only

- (1) by way of security for, and only for, (i) the purpose of obtaining financing necessary to enable the PDA or any successor in interest to the Property, or any part thereof, to perform its obligations with respect to making the Improvements under this Agreement, and (ii) any other purpose authorized by this Agreement,
- (2) as to any individual parts or parcels of the Property on which the Improvements to be constructed thereon have been completed, and which, by the terms of this Agreement, the PDA is authorized to convey or lease as such Improvements are completed, and
- (3) for leases and preleases of individual parts of the Property to tenants who will use the

same upon completion,
the PDA (except as so authorized) has not made
or created, and that it will not, prior to the
proper completion of the Improvements as certi-
fied by the City pursuant to Section 409 hereof,
make or create, or suffer to be made or created,
any total or partial sale, assignment, conveyance,
or lease, or any trust or power, or transfer in
any other mode or form of or with respect to this
Agreement or the Property, or any part thereof or
any interest therein, or any contract or agree-
ment to do any of the same, without the prior writ-
ten approval of the City: Provided, That, prior
to the issuance by the City of the certificate pro-
vided for in Section 409 hereof as to completion of
construction of the Improvements, the PDA may enter
into any agreement to sell, lease, or otherwise
transfer, after the issuance of such certificate,
the Property or any part thereof or interest therein,
which agreement shall not provide for payment of or
on account of the purchase price or rent for the
Property, or the part thereof or the interest
therein to be so transferred, prior to the issuance
of such certificate.

(b) The City shall be entitled to require, except as
otherwise provided in this Agreement, as conditions to any
such approval, that:

- (1) Any proposed transferee shall have the qualifi-
cations and financial responsibility, as deter-
mined by the City, necessary and adequate to
fulfill the obligations undertaken in this
Agreement by the PDA (or, in the event the

transfer is of or relates to part of the Property, such obligations to the extent that they relate to such part).

- (2) Any proposed transferee, by instrument in writing satisfactory to the City and in form recordable among the land records of King County, Washington, shall, for itself and its successors and assigns, and expressly for the benefit of the City, have expressly assumed all of the obligations of the PDA under this Agreement and agreed to be subject to all the conditions and restrictions to which the PDA is subject (or, in the event the transfer is of or relates to part of the Property, such obligations, conditions, and restrictions to the extent that they relate to such part): Provided, That the fact that any transferee of, or any other successor in interest whatsoever to, the Property, or any part thereof, shall, whatever the reason, not have assumed such obligations or so agreed, shall not (unless and only to the extent otherwise specifically provided in this Agreement or agreed to in writing by the City) relieve or except such transferee or successor of or from such obligations, conditions, or restrictions, or deprive or limit the City of or with respect to any rights or remedies or controls with respect to the Property or the construction of the Improvements; it being the intent of this, together with other provisions of this Agreement, that (to the fullest extent

permitted by law and equity and excepting only in the manner and to the extent specifically provided otherwise in the Agreement) no transfer of, or change with respect to, ownership in the Property or any part thereof, or any interest therein, however consummated or occurring, and whether voluntary or involuntary, shall operate, legally or practically, to deprive or limit the City of or with respect to any rights or remedies or controls provided in or resulting from this Agreement with respect to the Property and the Construction of the Improvements that the City would have had, had there been no such transfer or change.

- (3) There shall be submitted to the City for review all instruments and other legal documents involved in effecting transfer; and if approved by the City, its approval shall be indicated to the PDA in writing.
- (4) The consideration payable for the transfer by the transferee or on its behalf shall not exceed an amount representing the actual cost (including taxes, financing costs, professional fees and administrative overhead properly allocable to such Property) to the PDA of the Property (or allocable to the part thereof or interest therein transferred) and the Improvements; if any, theretofore made thereon by it; it being the intent of this provision to preclude assignment of this Agreement or transfer of the Property (or any parts thereof other than those referred to in subdivision (2), Paragraph

(a) of this Section 504) for profit prior to the completion of the Improvements and to provide that in the event any such assignment or transfer is made (and is not cancelled), the City shall be entitled to increase the Purchase Price to the PDA by the amount that the consideration payable for the assignment or transfer is in excess of the amount that may be authorized pursuant to this subdivision (4), and such consideration shall, to the extent it is in excess of the amount so authorized, belong to and forthwith be paid to the City.

Provided, That in the absence of specific written agreement by the City to the contrary, no such transfer or approval by the City thereof shall be deemed to relieve the PDA, or any other party bound in any way by this Agreement or otherwise with respect to the construction of the Improvements, from any of its obligations with respect thereto.

Sec. 505. Information As To Stockholders.

(NOT APPLICABLE)

Sec. 506. Prohibition Against Transfer of Property and Assignment Prior to Delivery of Deed from City. The PDA prior to the delivery of the Deed herein provided for shall not make or create, or suffer to be made or created: (a) any total or partial sale, conveyance, deed of trust, mortgage or lease of the Property, or any part thereof or interest therein, or (b) any assignment of this Agreement, or any part thereof, or (c) any agreement to do any of the foregoing, without the prior written approval of the specific details thereof by the City. Such approval shall be on such condition as the City may in its exclusive discretion determine, including, but not limited to, the assumption by the proposed transferee,

by instrument in writing, for itself and its successors and assigns, and for the benefit of the City, of all obligations of the PDA under this Agreement.

ARTICLE VI. MORTGAGE FINANCING: RIGHTS OF MORTGAGEES

Sec. 601. Limitation Upon Encumbrance of Property. Prior to the completion of the Improvements, as certified by the City, neither the PDA nor any successor in interest to the Property or any part thereof shall engage in any financing or any other transaction creating any mortgage or other encumbrance or lien upon the Property, whether by express agreement or operation of law, or suffer any encumbrance or lien to be made on or attach to the Property, except for the purposes of obtaining (a) funds only to the extent necessary for making the Improvements and (b) additional funds, if any, in an amount not to exceed the Purchase Price paid by the PDA to the City and any taxes, financing costs, professional fees and administrative overhead properly allocable to such Property. The PDA (or successor in interest) shall notify the City in advance of any financing, secured by mortgage or other type of security agreement, it proposes to enter into with respect to the Property, or any part thereof, and in any event it shall promptly notify the City of any encumbrance or lien that has been created on or attached to the Property, whether by voluntary act of the PDA or otherwise. For the purposes of such mortgage financing as may be made pursuant to this Agreement, the Property may, at the option of the PDA (or successor in interest), be divided into several parts or parcels, provided that such subdivision, in the opinion of the City, is not inconsistent with the purposes of the Urban Renewal Plan and the Pike Place Market Historical Preservation Ordinance No. 100475 and this Agreement and is approved in writing by the City.

Sec. 602. Mortgagee Not Obligated to Construct. Notwithstanding any of the provisions of this Agreement, including but not limited to those which are or are intended to be covenants or conditions running with the land, the holder of any mortgage authorized by this Agreement (including any such holder who obtains title to the Property or any part thereof as a result of foreclosure proceedings, or action in lieu thereof, but not including (a) any other party who thereafter obtains title to the Property or such part from or through such holder or (b) any other purchaser at foreclosure sale other than the holder of the mortgage itself) shall in no way be obligated by the provisions of this Agreement to construct or complete the Improvements or to guarantee such construction or completion; nor shall any covenant or any other provision in the Deed be construed to so obligate such holder: Provided, That nothing in this Section or any other Section or provision of this Agreement shall be deemed or construed to permit or authorize any such holder to devote the Property or any part thereof to any uses, or to construct any improvements thereon, other than those uses or improvements provided or permitted in the Urban Renewal Plan and the Pike Place Market Historical Preservation Ordinance No. 100475 or by this Agreement

Sec. 603. Copy of Notice of Default to Mortgagee.

Whenever the City shall deliver any notice or demand to the PDA with respect to any breach or default by the PDA in its obligations or covenants under this Agreement, the City shall at the same time forward a copy of such notice or demand to each holder of any mortgage authorized by this Agreement at the last address of such holder shown in the records of the City, provided the mortgagee shall have within three (3) days following execution of the mortgage agreement given notice to the City of the transaction, the terms thereof and the parties thereto.

Sec. 604. Mortgagee's Option to Cure Defaults. After any breach or default referred to in Section 603 hereof, then, subject to any limitations and according to procedures specified in the deed, each such holder shall (insofar as the rights of the City are concerned) have the right, at its option, to cure or remedy such breach or default (or such breach or default to the extent that it relates to the part of the Property covered by its mortgage) and to add the cost thereof to the mortgage debt and the lien of its mortgage: Provided, That if the breach or default is with respect to construction of the Improvements, nothing contained in this Section or any other Section of this Agreement shall be deemed to permit or authorize such holder, either before or after foreclosure or action in lieu thereof, to undertake or continue the construction or completion of the Improvements (beyond the extent necessary to conserve or protect Improvements or construction already made) without first having expressly assumed the obligation to the City, by written agreement satisfactory to the City, to complete, in the manner provided in this Agreement, the Improvements on the Property or the part thereof to which the lien or title of such holder relates. Any such holder who shall properly complete the Improvements relating to the Property or applicable part thereof shall be entitled, upon written request made to the City, to a certification or certifications by the City to such effect in the manner provided in Section 409 of this Agreement, and any such certification shall, if so requested by such holder, mean and provide that any remedies or rights with respect to recapture of or reversion of title to the Property that the City shall have or be entitled to because of failure of the PDA or any successor in interest to the Property, or any part thereof, to cure or remedy any default with respect to the construction of the Improvements on other parts or parcels of the Property by the PDA or such successor, shall not apply to the part or parcel of the Property to which such certification relates.

Sec. 605. City's Option to Pay Mortgage Debt or Purchase Property. In any case, where, subsequent to default or breach by the PDA (or successor in interest) under this Agreement, the holder of any mortgage on the Property or part thereof

- (a) has, but does not exercise the option to construct or complete the Improvements relating to the Property or part thereof covered by its mortgage or to which it has obtained title, and such failure continues for a period of sixty (60) days after the holder has been notified or informed of the default or breach; or
- (b) undertakes construction or completion of the Improvements but does not complete such construction within the period as agreed upon by the City and such holder (which period shall in any event be at least as long as the period prescribed for such construction or completion in this Agreement), and such default shall not have been cured within sixty (60) days after written demand by the City so to do,

the City shall (and every mortgage instrument made prior to completion of the Improvements with respect to the Property by the PDA or successor in interest shall so provide) have the option of paying to the holder the amount of the mortgage debt and securing an assignment of the mortgage and the debt secured thereby, or, in the event of ownership of the Property (or part thereof) has vested in such holder by way of foreclosure or action in lieu thereof, the City shall be entitled, at its option, to a conveyance to it of the Property or part thereof (as the case may be) upon payment to such holder of an amount equal to the sum of:

- (i) the mortgage debt at the time of foreclosure or action in lieu thereof (less all appropriate credits, including those resulting from collection and application of rentals and other income received during foreclosure proceedings);
- (ii) all expenses with

respect to the foreclosure; (iii) the net expense, if any (exclusive of general overhead), incurred by such holder in and as a direct result of the subsequent management of the Property; (iv) an amount equivalent to the interest that would have accrued on the aggregate of such amounts had all such amounts become part of the mortgage debt and such debt had continued in existence.

Sec. 606. City's Option to Cure Mortgage Default. In the event of a default or breach prior to the completion of the Improvements by the PDA, or any successor in interest, in or of any of its obligations under, and to the holder or, any mortgage or other instrument creating an encumbrance or lien upon the Property or part thereof, the City may at its option cure such default or breach, in which case the City shall be entitled, in addition to and without limitation upon any other rights or remedies to which it shall be entitled by this Agreement, operation of law, or otherwise, to reimbursement from the PDA or successor in interest of all costs and expenses incurred by the City in curing such default or breach and to a lien upon the Property (or the part thereof to which the mortgage, encumbrance, or lien relates) for such reimbursement: Provided, That any such lien shall be subject always to the lien of (including any lien contemplated, because of advances yet to be made, by) any then existing mortgages on the Property authorized by this Agreement.

Sec. 607. Mortgage and Holder. For the purposes of this Agreement: The term "mortgage" shall include a deed of trust or other instrument creating an encumbrance or lien upon the Property, or any part thereof, as security for a loan. The term "holder" in reference to a mortgage shall include any insurer or guarantor of any obligation or condition secured by such mortgage or deed of trust.

ARTICLE VII. REMEDIES

Sec. 701. In General. Except as otherwise provided in this Agreement, in the event of any default in or breach of this Agreement, or any of its terms or conditions, by either party hereto, or any successor to such party, such party (or successor) shall, upon written notice from the other, proceed immediately to cure or remedy such default or breach, and, in any event, within sixty (60) days after receipt of such notice. In case such action is not taken or not diligently pursued, or the default or breach shall not be cured or remedied within a reasonable time, the aggrieved party may institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach, including, but not limited to, proceedings to compel specific performance by the party in default or breach of its obligations.

Sec. 702. Termination by PDA Prior to Conveyance. In the event that

- (a) the City does not tender conveyance of the Property, in the manner and condition provided in this Agreement, any such failure shall not be cured within sixty (60) days after the execution of this Agreement by the Mayor; or
- (b) the PDA shall, after preparation of Construction Plans satisfactory to the City, furnish evidence satisfactory to the City that it has been unable, after and despite diligent effort for a period of sixty (60) days after approval by the City of the Construction Plans, to obtain mortgage financing for the construction of the Improvements on a basis and on terms that would generally be considered satisfactory by builders or contractors for improvements of the nature and type provided in such Construction Plans, and the PDA, shall, after having submitted such evidence and if so

requested by the City, continue to make diligent efforts to obtain such financing for a period of sixty (60) days after such request, but without success;

then this Agreement shall, at the option of the PDA, be terminated by written notice thereof to the City, and, neither the City nor the PDA shall have any further rights against or liability to the other under this Agreement provided that the City shall return to the PDA any payments the PDA has made pursuant to Article I, hereto.

Sec. 703. Termination by City Prior to Conveyance. In the event that

- (a) prior to conveyance of the Property to the PDA and in violation of this Agreement the PDA (or any successor in interest) assigns or attempts to assign this Agreement or any rights therein, or in the Property; or
- (b) the PDA does not submit Construction Plans, as required by this Agreement, or (except as excused under subdivision (b) of Section 702 hereof) evidence that it has the necessary equity capital and mortgage financing, in satisfactory form and in the manner and by the dates respectively provided in this Agreement therefor; or
- (c) the PDA does not pay the monetary portion of the consideration for and take title to the Property upon tender of conveyance by the City pursuant to this Agreement:

and if any default or failure referred to in subdivisions (b) and (c) of this Section 703 shall not be cured within thirty (30) days after the date of written demand by the City, then this

Agreement, and any rights of the PDA, or any assignee or transferee, in this Agreement, or arising therefrom with respect to the City or the Property, shall, at the option of the City, be terminated by the City, in which event, neither the PDA (or assignee or transferee) nor the City shall have any further rights against or liability to the other under this Agreement, provided that the City shall return to the PDA any payments the PDA has made pursuant to Article I, hereto.

Sec. 704. Revesting Title in City Upon Happening of Event Subsequent to Conveyance to PDA. In the event that subsequent to conveyance of the Property or any part thereof to the PDA and prior to completion of the Improvements as certified by the City:

- (a) the PDA (or successor in interest) shall default in or violate its obligations with respect to the construction of the Improvements (including the nature and the dates for the beginning and completion thereof), or shall abandon or substantially suspend construction work, and any such default, violation, abandonment, or suspension shall not be cured, ended, or remedied within one hundred twenty (120) days, after written demand by the City so to do; or
- (b) the PDA or any successor in interest shall place thereon any encumbrance or lien unauthorized by this Agreement, or shall suffer any levy or attachment to be made, or any materialmen's or mechanic's lien, or any other unauthorized encumbrance or lien to attach, and the encumbrance or lien is not removed or discharged or provision satisfactory to the City made for such payment, removal, or discharge, within ninety (90) days after written demand by the City so to do; or

(c) there is, in violation of this Agreement, any transfer of the Property or any part thereof, and such violation shall not be cured within sixty (60) days after written demand by the City to the PDA, then the City shall have the right to re-enter and take possession of the Property and to terminate (and revert in the City) the estate conveyed by the Deed to the PDA, it being the intent of this provision, together with other provisions of this Agreement, that the conveyance of the Property to the PDA shall be made a condition subsequent to the effect that in the event of any default, failure, violation, or other action or inaction by the PDA specified by Section 704 and subdivisions (a), (b), and (c) thereof, failure on the part of the PDA to remedy, end, or abrogate such default, failure, violation, or other action or inaction, within the period and in the manner stated in such subdivisions, the City at its option may enter and declare a termination in favor of the City of the title, and of all the rights and interests in and to the Property conveyed by the Deed to the PDA, and that such title and all rights and interests of the PDA, and any assigns or successors in interest to and in the Property, shall revert in the City: Provided, That such condition subsequent and any reversioning of title as a result thereof in the City

(1) shall always be subject to and limited by, and shall not defeat, render invalid, or limit in any way, (i) the lien of any mortgage authorized by the Agreement, and (ii) any rights or interests provided in the Agreement for the protection of the holders of such mortgages; and

(2) shall not as to subdivision (a) of Section 704 apply to individual parts or parcels of the Property (or, in the case of parts or parcels leased, the leasehold interest) on which the Improvements to be constructed have been completed in accordance with this Agreement and for which a certificate of completion is issued as provided in Section 409 hereof.

Sec. 705 Resale of Reacquired Property; Disposition of Proceeds. Upon the revesting in the City of title to the Property or any part thereof as provided in Section 704, the City shall, pursuant to its responsibilities under State law, use its best efforts to resell the Property or part thereof (subject to such mortgage liens and leasehold interests as in Section 704 set forth and provided) as soon and in such manner as the City shall find feasible and consistent with the objectives of such law and of the Urban Renewal Plan to a qualified and responsible party or parties (as determined by the City) who will assume the obligation of making or completing the Improvements or such other improvements in their stead as shall be satisfactory to the City and in accordance with the uses specified for such Property or part thereof in the Urban Renewal Plan. Upon such resale of the Property, the proceeds thereof shall be applied:

(a) First, to reimburse the City for all costs and expenses incurred by the City, including but not limited to salaries of personnel, in connection with the recapture, management, and resale of the Property or part thereof (but less any income derived by the City from the Property or part thereof in connection with such management); all taxes, assessments, and water and sewer charges with respect to the Property or part thereof (or,

in the event the Property is exempt from taxation or assessment or such charges during the period of ownership thereof by the City, an amount, if paid, equal to such taxes, assessments, or charges (as determined by the City assessing official) as would have been payable if the Property were not so exempt); any payments made or necessary to be made to discharge any encumbrances or liens existing on the Property or part thereof at the time of revesting of title thereto in the City or to discharge or prevent from attaching or being made any subsequent encumbrances or liens due to obligations, defaults, or acts of the PDA, its successors or transferees; any expenditures made or obligations incurred with respect to the making or completion of the Improvements or any part thereof on the Property or part thereof; and any amounts otherwise owing the City by the PDA and its successor or transferee; and

- (b) Second, to reimburse the PDA, its successor or transferee, up to the amount equal to (1) the sum of the purchase price paid by it for the Property (or allocable to the part thereof) and the cash actually invested by it in making any of the Improvements on the Property or part thereof, less (2) any gains or income withdrawn or made by it from this Agreement or the Property.

Any balance remaining after such reimbursements shall be retained by the City as its property.

Sec. 706. Other Rights and Remedies of City; No Waiver by Delay. The City shall have the right to institute such actions or proceedings as it may deem desirable for effectuating the purposes of this Article VII, including also the right to execute and

record or file among the public land records in the office in which the Deed is recorded any instruments deemed by the City to be appropriate under the circumstances. Provided, That any delay by the City in instituting or prosecuting any such actions or proceedings or otherwise asserting its rights under this Article VII shall not operate as a waiver of such rights or to deprive it of or limit such rights in any way, it being the intent of this provision that the City should not be constrained (so as to avoid the risk of being deprived of or limited in the exercise of the remedy provided in this Section because of concepts of waiver, laches, or otherwise) to exercise such remedy at a time when it may still hope otherwise to resolve the problems created by the default involved; nor shall any waiver in fact made by the City with respect to any specific default by the PDA under this Section be considered or treated as a waiver of the rights of the City with respect to any other defaults by the PDA under this Section or with respect to the particular default except to the extent specifically waived in writing.

Sec. 707. Delays Beyond Control of Parties. For the purposes of this Agreement, neither the City nor the PDA, as the case may be, nor any successor of either of them, shall be considered in breach of or in default under its obligations with respect to the conveyance of the Property for rehabilitation, or the beginning and completion of rehabilitation of the Improvements, or progress in respect thereto, in the event of forced delay in the performance of such obligations due to unforeseeable causes beyond its control and without its fault or negligence, including, but not restricted to, acts of God, acts of the public enemy, acts of the Government, acts of the other party, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, or delays of subcontractors due to such causes; it being the purpose and intent of this

provision that, in the event of the occurrence of any such forced delay, the time or times for performance of the obligations of the City with respect to rehabilitation of the improvements, as the case may be, shall be extended for the period of the forced delay; provided, that the party seeking the benefit of the provisions of this Section shall, within thirty (30) days after the beginning of any such forced delay, have first notified the other party thereof in writing, and of the cause or causes thereof and requested an extension for the period of the forced delay.

Sec. 708. Rights and Remedies Cumulative. The rights and remedies of the parties to this Agreement, whether provided by law, by the deed contemplated by this Agreement, or by this Agreement itself, shall be cumulative, and the exercise by either party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other such remedies for the same default or breach, or of any of its remedies for any other default or breach by the other party. No waiver made by either party with respect to the performance, or manner or time thereof, or any obligations of the other party or any condition to its own obligation under this Agreement shall be considered a waiver of any rights of the party making the waiver with respect to the particular obligation of the other party or condition to its own obligation beyond those expressly waived and to the extent thereof, or a waiver in any respect in regard to any other rights of the party making the waiver or any other obligations of the other party. No such waiver shall be valid unless it is in writing duly signed by the party waiving the right or rights.

Sec. 709. Party in Position of Surety With Respect to Obligation. The PDA, for itself and its successors and assigns, and for all other persons who are or who shall become, whether by express or implied assumption or otherwise, liable upon or subject to any obligation or burden under this Agreement, hereby waives, to the fullest extent permitted by law and equity, any and all

claims or defenses otherwise available on the ground of its (or their) being or having become a person in the position of a surety, whether real, personal, or otherwise or whether by agreement or operation of law, including, without limitation on the generality of the foregoing, any and all claims and defenses based upon extension of time, indulgence, or modification of terms of contract.

ARTICLE VIII. MISCELLANEOUS PROVISIONS

Sec. 801. Conflict of Interest. No member, official, or employee of the City shall have any personal interest, direct or indirect, in the subject matter of this Agreement, nor shall any such member, official, or employee participate in any decision relating to this Agreement which affects his personal interests or the interests of any corporation, partnership, or association in which he is, directly or indirectly, interested. No member, official, or employee of the City shall be personally liable to the PDA or any successor in interest in the event of any default or breach by the City or for any amount which may become due to the PDA or successor or on any obligations under the terms of this Agreement.

Sec. 802. Equal Employment Opportunity. The PDA, for itself, and its successors and assigns, agrees that it will include the following provisions of this Section 802 in every contract or purchase order which may hereafter be entered into between the PDA and any party (hereinafter in this Section called "Contractor") for or in connection with the construction of the Improvements, or any part thereof, provided for in this Agreement unless such contract or purchase order is exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965:

(for the purpose of including such provisions in any construction contract or purchase order, as

required by this Section 2, the term "PDA" and the term "Contractor" may be changed to reflect appropriately the names or designation of the parties to such contract or purchase order.)

- (a) The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin.

The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, color, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this nondiscrimination clause.

- (b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (c) The Contractor will send to each labor union or representative of workers with which the Contractor has collective bargaining agreement or other contract or understanding, a notice, to be provided, advising the labor union or worker's representative of the Contractor's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and

shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- (d) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (e) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor or the Secretary of Housing and Urban Development pursuant thereto, and will permit access to the Contractor's books, records, and accounts by the City, the Secretary of Housing and Urban Development, and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (f) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(g) The Contractor will include the provisions of Paragraphs (a) through (g) of this Section in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any construction contract, subcontract, or purchase order as the City or the Department of Housing and Urban Development may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the City or the Department of Housing and Urban Development, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Sec. 803. Notice. A notice or communication under this Agreement by either party to the other shall be sufficiently given or delivered if dispatched by registered mail, postage prepaid, return receipt requested, and

(a) In the case of a notice or communication to the PDA, is addressed as follows: 1431 First Avenue, Room 12, Seattle, Washington 98101

and

(b) In the case of a notice or communication to the City, is addressed as follows: 1923 First Avenue, Seattle, Washington 98101

or is addressed in such other way in respect to either party as that party may, from time to time, designate in writing dispatched

as provided in this Section.

Sec. 804. Agreement Survives Conveyance. It is the intent of the parties hereto that none of the provisions of this Agreement shall be merged by reason of any deed transferring title to the Property from the City to the PDA or any successor in interest, and any such deed shall not be deemed to in any way affect or impair any of the provisions, conditions, covenants or terms of this Agreement.

Sec. 805. Payment of Taxes and Assessments. Any successor in interest to the PDA shall pay the real estate taxes upon the property when due, and the PDA or any successor in interest to the PDA shall pay any local improvement district assessments on the Property or part thereof when due.

Sec. 806. Titles of Articles and Sections. Any titles of the several parts, Articles, Sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

Sec. 807. Counterparts. This Agreement is executed in four (4) counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

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EXHIBIT B
WARRANTY DEED

THE CITY OF SEATTLE, for and in consideration of:

- (1) Three Hundred Twenty Thousand Dollars (\$320,000)
receipt of which is hereby acknowledged; and
- (2) the promises and undertakings of the grantee on
behalf of itself, its successors and assigns contained
in that particular contract entered into between The
City of Seattle and the Pike Place Preservation and
Development Authority, dated _____, 1976,
and relating to the property herein conveyed;

hereby conveys and warrants to the said Pike Place Market Preser-
vation and Development Authority (hereinafter "PDA"), a public
corporation of the State of Washington, the following described
real property situated in Seattle, King County, Washington;

Parcel 12-4 Fairley Group

That portion of Lots 4, 5, 8 and 9, Block G, Addition
to the Town of Seattle, as laid out by A. A. Denny
(commonly known as A. A. Denny's 4th Addition to the
City of Seattle) according to Plat thereof recorded in
Volume 1 of Plats, Page 69, Records of King County,
Washington, lying southwesterly of Pike Place.
TOGETHER WITH that portion of Pike Place as vacated by
City of Seattle Ordinance No. 57506 lying northwesterly
of the northeasterly projection of the southeasterly
line of said Lot 9. TOGETHER WITH that portion of Pike
Place as vacated by City of Seattle Ordinance No. 105610
lying easterly of a line projected northeasterly at
right angles to Pike Place from the most northerly
corner of the above described portion of said Lot 4.

SUBJECT TO easements and restrictions of record, if any.

SUBJECT TO an easement for structural support over, under
and across the southeasterly 2.00 feet of the above
described portion of Lot 9.

TOGETHER WITH an easement for structural support over,
under and across the northwesterly 2.00 feet of that
portion of Lot 12, said Block G lying southwesterly
of Pike Place.

TOGETHER WITH vacated aerial rights above Western Avenue
of an undetermined height adjoining to a width of 10.15
feet extending along the westerly boundary of Lot 4 and
Lot 5 a distance of 98.35 feet.

Parcel 12-5 Economy Group

Lots 2 and 3, Block F, Addition to the Town of Seattle,
as laid out by A. A. Denny (commonly known as A. A.
Denny's 4th Addition to the City of Seattle) according
to Plat thereof recorded in Volume 1 of Plats, Page 69,
Records of King County, Washington. EXCEPT the north-
easterly 9.00 feet thereof as appropriated by the City
of Seattle under the provisions of Ordinance No. 1129
of the City of Seattle for the widening of Front Street
(now First Avenue). TOGETHER WITH the vacated aerial
portion of the alley in said Block F as vacated by
Ordinance No. 57507 of the City of Seattle.

SUBJECT TO easements and restrictions of record, if any.

Condition One:

That the Property be devoted only to uses specified in Section III of the Pike Place Urban Renewal Plan, Pages 8 through 27, inclusive, recorded in the office of the King County Director of Records and Elections under Recording No. 7501170268.

Condition Two:

That the Property at all times be used in a manner consistent with the scheme of the grantor as declared in the Pike Place Market Historical Preservation Ordinance 100475, Sections 1, 2, and 4, for the preservation of the surrounding area as an historic public market place with its historically related uses.

Condition Three:

That the Property be maintained in a good state of repair.

Condition Four:

That the grantee shall commence promptly the construction of the Improvements on the Property hereby conveyed in accordance with the Construction Plans provided for in Article IV of the Contract for Sale of Property for Rehabilitation dated _____, 197 , and shall prosecute diligently the construction of said Improvements to completion.

Condition Five:

That there be no discrimination upon the basis of race, color, religion, sex, or national origin in the sale, lease, or rental or in the use or occupancy of the Property or any improvements erected or to be erected

thereon, or any part thereof.

Condition Six:

That any successor in interest to the PDA pay any real estate taxes upon the Property when due and the PDA or any successor in interest pay any local improvement district assessment, or installment thereof, on the Property or any part thereof when due: provided that nothing in this Condition Six shall preclude the PDA, its successors or assigns, from withholding payment of any tax or assessment pursuant to legislative authority.

Condition Seven:

That until the Grantor certifies pursuant to Section 409 of the Contract for Sale of Property for Rehabilitation dated _____, 197 , that all the aforesaid Improvements specified to be done and made by the Grantee have been completed, the Grantee shall have no power to convey the property hereby conveyed or any part thereof without the prior written consent of the Grantor except to a Mortgagee or Trustee under a Mortgage or Deed of Trust permitted by this Deed, or as security for obtaining financing permitted by this Deed.

Condition Eight:

That since Purchaser (PDA) is acquiring the remaining two (2) of five (5) parcels which collectively have become known as the main or core market and which the seller (City) desires to maintain as such as a part of its redevelopment program, purchaser (PDA) covenants and agrees, for the benefit of Parcels 1, 2 and 3, to use the property herein conveyed as a public market; the seller (City) having

agreed at the time of the sale of Parcels 1, 2 and 3 to require the Purchaser of Parcels 4 and 5, for the benefit Parcels 1, 2, and 3, to covenant and agree to use Parcels 4 and 5 as a public market.

Provided, however, that the power of termination hereinabove provided for shall not, if exercised, render ineffective and unenforceable the lien of any otherwise valid and subsisting real estate mortgage or security transaction entered into with the knowledge of the grantor City as provided in the Contract for Sale of Property for Rehabilitation dated _____, 197 ; and provided further that in the event of a breach by the PDA or its successors or assigns or any of the conditions subsequent hereinabove contained:

(1) the said power of termination shall not be exercised by the City, its successors or assigns, with respect to Conditions Three, Four, Six, and Seven without (a) notifying the PDA and any party or his or its successor who within three (3) days following entry by such party into any mortgage, deed of trust or security transaction involving the Property shall have given notice of the transaction, the parties thereto and the terms thereof to the City, its successors or assigns and (b) allowing the PDA and/or such party or lender one hundred twenty (120) days from whichever notification is later in time within which to cure said breach.

(2) the said power of termination shall not be exercised by the City, its successors or assigns, with respect to Conditions One, Two, and Five without (a) notifying the

PDA and any party or his or its successor who within three (3) days following entry by such party into any mortgage, deed of trust or security transaction involving the Property shall have given notice of the transaction, the parties thereto and the terms thereof to the City, its successors or assigns and (b) allowing the PDA and/or such party or lender sixty (60) days from whichever notification is later in time within which to cure said breach.

RESERVING, however, to the Grantor, The City of Seattle, for the benefit of its successors and assigns, and any purchasers from The City of Seattle of any of the following described real property and their heirs, successors or assigns:

(HISTORICAL DISTRICT
BOUNDARY DESCRIPTION)

That portion of the East 1/2 of Section 31, Township 25 North, Range 4 East, W.M., described as follows:

Beginning at the intersection of the centerlines of First Avenue and Virginia Street;
Thence southeasterly 426.07 feet along the centerline of First Avenue to the intersection of the centerline of said First Avenue with the centerline of Stewart Street
Thence southwesterly along the centerline of said Stewart Street 11.83 feet to the intersection of the centerline of Stewart Street with the centerline of First Avenue as it extends southeasterly from the centerline of Stewart Street;
Thence southeasterly along the centerline of First Avenue to a point on said centerline which is intersected by the northeasterly extension of the southeasterly line of Lot 3 in Block "F" of A. A. Denny's 4th Addition to the City of Seattle, as per plat recorded in Volume 1 of Plats, page 69, records of King County Washington Territory;
Thence southwesterly along the northeasterly extension of said southeasterly line and along the southeasterly lines of Lots 3 and 4 of said A. A. Denny's 4th Addition and along the southwesterly extension of the southeasterly line of said Lot 4 to the centerline of Western Avenue;
Thence northwesterly along the centerline of Western Avenue to an angle point marked by the intersection of the centerline of Western Avenue with the centerline of Pine Street;

Thence northwesterly along the centerline of Western Avenue to the point of intersection with the centerline of Virginia Street;
Thence northeasterly to the point of beginning;
(ALSO KNOWN AS a portion of A. A. Denny's 4th and 6th Addition to the City of Seattle, as per plat recorded in Volume of Plats, page 69, and Volume 1 of Plats, page 99, records of King County, Washington Territory);

Situate in the City of Seattle, County of King, State of Washington.

a negative or restrictive easement as follows:

The property being conveyed is to be so utilized and managed as not to preclude the accessibility of its exterior and interior for public view on a regular and frequent basis.

said above-described historical district, as well as the property herein conveyed, being a part of a scheme or plan for continued use of the real estate as a public market area of historical significance with historically related uses according to a plan which contemplates the development and/or rehabilitation of each of said described parcels and the property being conveyed accordingly. For the purpose of this provision the term "interior" shall be construed to mean those portions of the building commonly open to the public in standard business practice under the then existing use including, but not limited to, public corridors, stairs, and elevators.

The covenants and agreements contained in Condition One shall terminate on January 3, 2014. The covenants and agreements contained in Conditions Four, Six, and Seven shall terminate on the date the Grantor issues the Certificate of Completion as provided for in Section 409 of the Contract For Sale of Property for Rehabilitation dated _____, 197__. The covenants and agreements contained in Conditions Two, Three, Five, and Eight shall remain in effect without any limitation as to time; provided that Conditions Two and Three apply only if all properties within the seven-acre Historical District which are owned or subsequently owned by the City during the life of

the Pike Place Urban Renewal Plan are sold, leased, or devoted to any type of commercial, retail, or residential purposes are made subject to Conditions Two and Three.

Dated this _____ day of _____, 197__.

THE CITY OF SEATTLE

By _____
Its Mayor

Attest: _____
Comptroller

Authorized by Ordinance _____

STATE OF WASHINGTON)
) ss:
COUNTY OF KING)

On this _____ day of _____, 1976, before me personally appeared WES UHLMAN and E. L. KIDD, to me known to be the Mayor and City Comptroller, respectively, of the Municipal corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said municipal corporation for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument, and that the seal affixed is the corporate seal of said municipal corporation.

WITNESS my hand and official seal the day and year in this certificate first above written.

Notary Public in and for the State
of Washington, residing at Seattle.

Your
Seattle
Community Development

James Hornell
~~Director~~ Director
Wes Uhlman, Mayor

June 16, 1977

Honorable Wes Uhlman
Mayor, City of Seattle
1200 Municipal Building
Seattle, Washington 98104

Attention: Mr. Donald E. Stark, Director
Office of Management and Budget

Dear Mayor Uhlman:

Subject: Request for Legislation Authorizing Disposition of
Phase Two of the Main Market Core, Pike Place
Project, WASH. R-17

This letter is to request that legislation be enacted by the City Council to authorize the sale of land and buildings known as the Main Market Core Buildings, particularly the Fairley Group and the Economy Group, in the Pike Place Market Historical District, and their conveyance to the Pike Place Market Preservation & Development Authority (PDA).

The disposition of these important Market buildings for rehabilitation is a major Work Program element for 1977 in the Pike Place Project. This sale of property to the Pike Place Market Preservation & Development Authority is in accordance with the Urban Renewal Plan as adopted in Ordinance 102916, and is consistent with recent implementation and scheduling decisions in the City's Urgent Needs Application approved by the Department of Housing and Urban Development. The terms for sale of properties for rehabilitation in the Historical District have been reviewed by HUD, and necessary concurrences obtained at each step of the process. This sale follows the patterns established in previous disposition of properties to PDA.

The Department is currently working with the purchaser to finalize the details of the Contract of Sale for Rehabilitation. The Contract and Warranty Deed will be of the form and content necessary to obtain the approval of HUD and Corporation Counsel, to assure proper recognition of Historic Preservation requirements. It is expected that these disposition documents will be available in final form June 24, 1977.



RECEIVED

JUN 21 1977

OFFICE OF MANAGEMENT
& BUDGET

Mayor Uhlman, Attention: Donald E. Stark

Page 2

June 16, 1977

Rehabilitation of these Core Market properties will be financed by PDA through multiple sources including first mortgage, equity funds, as well as Urgent Needs and Community Development Block Grant allocations to the City. The expenditure of these public funds for property rehabilitation is covered in a separate memorandum and legislative request. The sale and subsequent rehabilitation of this property will complete the restoration of the Main Core Market.

The sale price of this property has been determined by independent real estate appraisers, and represents the value of the property in relation to the Pike Place Market Historic Preservation Plan. Proceeds from the sale of this parcel are to be deposited to the Pike Project Temporary Loan Repayment Fund. The disposition action will not impact the City's General Fund Budget.

It is hereby requested that you ask City Council to enact all necessary legislation to authorize this sale and conveyance of property to the PDA. A proposed Ordinance authorizing this action is enclosed.

Sincerely,



James Hornell,
Director

JH/tbt

Attachments

COMPLIANCE CERTIFICATION

ECONOMY GROUP

KNOW ALL MEN BY THESE PRESENTS: That THE CITY OF SEATTLE, Grantor of that certain Warranty Deed bearing date of the 18th day of July, 1977, and recorded in the office of the County Recorder of King County, being Recorder's File No. 7912070188 does hereby certify that

the agreements and covenants and conditions subsequent contained in said Deed numbered Condition Four and Condition Seven, relating solely to the obligations of the Redeveloper, to construct the improvements (including the dates for beginning and completion thereof), in accordance with the terms of Section 406, 407 and 408 of that certain Contract of Sale bearing date of the 18th day of July, 1977, and recorded in the office of said County Recorder on the 7th day of December, 19 77, being Recorder's File No. 7712070187 have been fully satisfied and terminated, and does hereby authorize and direct the said County Recorder to enter full compliance thereof for record.

DATED THIS 5th day of February, 19 81.

THE CITY OF SEATTLE

By Charles Royer
Mayor

Attest:
By Jim Hill
City Comptroller

Authorized by Ordinance No. 106585.

STATE OF WASHINGTON)
) ss
COUNTY OF KING)

On this day personally appeared before me Charles Royer and Jim Hill to me known to be the Mayor and the City Comptroller respectively of the municipal corporation that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said municipal corporation for the uses and purposes therein mentioned and on oath stated that they are authorized to execute said instrument and that the seal affixed is the corporate seal of said municipal corporation.

WITNESS my hand and official seal the date and year first above written.

Dorothy Schuster
NOTARY PUBLIC in and for the
State of Washington residing
at Seattle

COMPLIANCE CERTIFICATION

FAIRLEY GROUP

KNOW ALL MEN BY THESE PRESENTS: That THE CITY OF SEATTLE, Grantor of that certain Warranty Deed bearing date of the 18th day of July, 1977, and recorded in the office of the County Recorder of King County, being Recorder's File No. 7708170220 does hereby certify that

the agreements and covenants and conditions subsequent contained in said Deed numbered Condition Four and Condition Seven, relating solely to the obligations of the Redeveloper, to construct the improvements (including the dates for beginning and completion thereof), in accordance with the terms of Section 406, 407, 408, and 409 of that certain Contract of Sale bearing date of the 18th day of July, 1977, and recorded in the office of said County Recorder on the 17th day of August, 1977, being Recorder's File No. 7708170219.

have been fully satisfied and terminated, and does hereby authorize and direct the said County Recorder to enter full compliance thereof for record.

DATED THIS 5th day of February, 1981.

THE CITY OF SEATTLE

By Charles Royce Mayor

Attest: Jim Hill City Comptroller

Authorized by Ordinance No. 106585.

STATE OF WASHINGTON))ss
COUNTY OF KING)

On this day personally appeared before me Charles Royce and Jim Hill

to me known to be the Mayor and the City Comptroller respectively of the municipal corporation that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said municipal corporation for the uses and purposes therein mentioned and on oath stated that they are authorized to execute said instrument and that the seal affixed is the corporate seal of said municipal corporation.

WITNESS my hand and official seal the date and year first above written.

Doro May Schwaite NOTARY PUBLIC in and for the State of Washington residing at Seattle

The City of Seattle--Legislative Department

MR. PRESIDENT:

Date Reported
and Adopted

JUL 11 1977

Your Committee on **PLANNING & URBAN DEVELOPMENT**

to which was referred

C.B. 98547

Establishing the fair value of and authorizing the sale and conveyance of land and buildings of certain City property in the Pike Place Urban Renewal Project, (WASH. R-17) Disposition Parcels 12-4 and 12-5) to the Pike Place Market Preservation & Development Authority.

RECOMMEND THAT THE SAME DO PASS



P&UD
Chairman

Chairman

Committee

Committee

ORDINANCE 106585

AN ORDINANCE establishing the fair value of and authorizing a contract for the sale and conveyance of land and buildings of certain City property in the Pike Place Urban Renewal Project, (WASH. R-17) (Disposition Parcels 12-4 and 12-5) to the Pike Place Market Preservation & Development Authority.

WHEREAS, the property herein-after described was acquired by the City in connection with the Pike Place Urban Renewal Project (WASH. R-17) pursuant to the amended Urban Renewal Plan approved by Ordinance 102916; and

WHEREAS, a qualifying redevelopment proposal was received from the Pike Place Market Preservation & Development Authority for the purchase and rehabilitation of said parcels pursuant to the call for such proposals approved by the City Council; and

WHEREAS, the Director of Community Development has reported that the proposal of the Pike Place Market Preservation & Development Authority meets all requirements and is consistent with the goals and objectives of the Pike Place Project Plan and has recommended that the proposal be accepted; Now, Therefore,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

SECTION 1. That the Mayor is hereby authorized and directed to execute and the City Comptroller to attest for and on behalf of the City of Seattle a Contract substantially in the form of EXHIBIT A attached hereto with the Pike Place Market Preservation & Development Authority providing for the sale to said Preservation & Development Authority of the following described real property:

FAIRLEY GROUP (DISPOSITION PARCEL NO. 12-4)

That portion of Lots 4, 5, 8 and 9, Block G, Addition to the Town of Seattle, as laid out by A. A. Denny (commonly known as A. A. Denny's 4th Addition to the City of Seattle) according to Plat thereof recorded in Volume 1 of Plats, Page 89, Records of King County, Washington, lying southwesterly of Pike Place TOGETHER WITH that portion of Pike Place as vacated by City of Seattle Ordinance No. 57306 lying northwesterly of the northeasterly projection of the southeasterly line of said Lot 9 TOGETHER WITH that portion of Pike Place as vacated by City of Seattle Ordinance No. 105610 lying easterly of a line projected northeasterly at right angles to Pike Place from the most northerly corner of the above described portion of said Lot 4.

SUBJECT TO easements and restrictions of record, if any.

SUBJECT TO an easement for structural support over, under and across the southeasterly 2.00 feet of the above described portion of Lot 9.

TOGETHER WITH an easement for structural support over, under and across the northwesterly 2.00 feet of that portion of Lot 12, said Block G lying southwesterly of Pike Place.

TOGETHER WITH vacated aerial rights above Western Avenue of an undetermined height adjoining to a width of 10.15 feet extending along the westerly boundary of Lot 4 and Lot 5 a distance of 98.35 feet.

ECONOMY GROUP (DISPOSITION PARCEL 12-5)

Lots 2 and 3, Block F, addition to the Town of Seattle, as laid out by A. A. Denny (commonly known as A. A. Denny's 4th Addition to the City of Seattle) according to Plat thereof recorded in Volume 1 of Plats, Page 89, Records of King County, Washington, EXCEPT the northeasterly 9.00 feet thereof as appropriated by the City of Seattle under the provisions of Ordinance No. 1129 of the City of Seattle for the widening of Front Street (now First Avenue), TOGETHER WITH the vacated aerial portion of the alley in said Block F as vacated by Ordinance No. 57507 of the City of Seattle.

SUBJECT TO easements and restrictions of record, if any.

for a consideration consisting of: (1) the sum of Three Hundred Twenty Thousand Dollars (\$320,000.00), which sum upon receipt is to be credited to the Project Temporary Loan Repayment Fund, Project WASH. R-17, and (2) the covenants, promises, and undertakings of the PDA contained in said Contract.

SECTION 2. That the Mayor is hereby authorized and directed to execute and the City Comptroller to attest for and on behalf of the City of Seattle a Deed substantially in the form of EXHIBIT B attached hereto, conveying to Pike Place Market Preservation & Development Authority the real property described in Section 1 hereof for a consideration consisting of the sum of Three Hundred Twenty Thousand Dollars (\$320,000.00), and (2) the promises and undertakings of Pike Place Market Preservation & Development Authority as stated in the Contract authorized in Section 1 hereof.

SECTION 3. That in connection with the Contract authorized in Section 1 and the Deed authorized in Section 2 of this Ordinance, it is hereby determined, as required by the Department of Housing and Urban Development that the disposal price of Three Hundred Twenty Thousand Dollars (\$320,000.00) proposed in said Contract and Deed is not less than the fair value of the land and buildings for uses in accordance with the Urban Renewal Plan for said project, that the Pike Place Market Preservation & Development Authority possesses the qualifications and financial resources necessary to acquire and develop the land and buildings in accordance with said Plan and that the form of Contract authorized in Section 1 and form of Deed authorized in Section 2 hereof is satisfactory, and the same is hereby approved.

SECTION 4. Any act pursuant to the authority and prior to the effective date of this Ordinance is hereby ratified and confirmed.

SECTION 5. This ordinance shall take effect and be in force thirty days from and after its passage and approval, if approved by the Mayor; otherwise it shall take effect at the time it shall become a law under the provisions of the city charter.

Passed by the City Council the 11th day of July, 1977, and signed by me in open session in authentication of its passage this 11th day of June, 1977.

SAM SMITH,
President of the City Council.

Approved by me this 18th day of July, 1977.

WES UELMAN,
Mayor.

Filed by me this 18th day of July, 1977.

Attest: **E. L. KIDD,**
City Comptroller and
City Clerk.

By **WAYNE ANGEVINE,**
(Seal) Deputy Clerk.

Publication ordered by **E. L. KIDD,** Comptroller and City Clerk.

Date of Official Publication in the Daily Journal of Commerce, Seattle, July 15, 1977. (C-165)

Affidavit of Publication

STATE OF WASHINGTON KING COUNTY—SS.

The undersigned, on oath states that he is an authorized representative of The Daily Journal of Commerce, a daily newspaper, which newspaper is a legal newspaper of general circulation and it is now and has been for more than six months prior to the date of publication hereinafter referred to, published in the English language continuously as a daily newspaper in Seattle, King County, Washington, and it is now and during all of said time was printed in an office maintained at the aforesaid place of publication of this newspaper. The Daily Journal of Commerce was on the 12th day of June, 1941, approved as a legal newspaper by the Superior Court of King County.

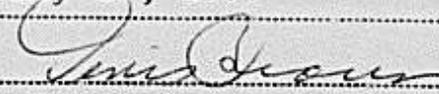
The notice in the exact form annexed, was published in regular issues of The Daily Journal of Commerce, which was regularly distributed to its subscribers during the below

stated period. The annexed notice, a
Ordinance No. 106585

.....
was published on July 19, 1977

.....


Subscribed and sworn to before me on
July 19, 1977

.....


Notary Public for the State of Washington,
residing in Seattle.