

ORDINANCE No. 112268

COUNCIL BILL No. 104635

Legal Department

UP

The City of Seattle

AN ORDINANCE authorizing a settlement agreement, substitute warranty deed and release of power of termination for Fire Station 25 and accepting an easement for public viewing as part of a settlement of Commonwealth Partners '790 v. Historic Seattle, et. al., King County Case No. 84-2-09332-0.

REPORT

Honorable President:

Your Committee on City Operations

to which was referred the within Council Bill M report that we have considered the same and

Be Passed

COMPTROLLER FILE No. _____

Introduced: DEC 31 1984	By: <i>City Attorney</i>
Referred: DEC 31 1984	To: <i>City Operations</i>
Referred:	To:
Referred:	To:
Reported: MAY 6 1985	Second Reading: MAY 6 1985
Third Reading: MAY 6 1985	Signed: MAY 6 1985
Presented to Mayor: MAY 7 1985	Approved: MAY 16 1985
Returned to City Clerk: MAY 16 1985	Published:
Vetoed by Mayor:	Veto Published:
Passed over Veto:	Veto Sustained:

REC'D OMB MAY 7 1985

Sanitized

C

Law Department

WP

The City of Seattle--Legislative Department

Date Reported
and Accepted

REPORT OF COMMITTEE

Honorable President:

Your Committee on *City Operations*

to which was referred the within Council Bill No. *104696*
report that we have considered the same and respectfully recommend that the same:

Do Pass

may
licons
1985
1985
1985

REC'D OMB MAY 7 1985

Jessie Williams

Committee Chair

ORDINANCE 112268

1
2
3 AN ORDINANCE authorizing a settlement agreement, substitute
4 warranty deed and release of power of termination for
5 Fire Station 25 and accepting an easement for public
viewing as part of a settlement of Commonwealth Partners
'79D v. Historic Seattle, et. al., King County Case
No. 84-2-08832-0.

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

7 Section 1. That as recommended by the City Attorney in
8 the attachments hereto, the Mayor is authorized to execute and
9 the City Comptroller to attest the Substitute Warranty Deed
10 Reserving Easement for former Fire Station 25, substantially
11 in the form attached hereto as Exhibit "A" to replace the deed
12 authorized by Ordinance 105395, to execute the Settlement,
13 Release of all Claims and Release of Power of Termination
14 substantially in the form attached hereto as Exhibit "B" and
to deliver said instruments to Historic Seattle and to
15 Commonwealth Partners '79D as part of a settlement of
16 Commonwealth Partners '79D v. Historic Seattle, et al., King
County Cause No. 84-2-08832-0.

17 Section 2. That the joint easement agreement executed by
18 Commonwealth Partners '79D and Historic Seattle Preservation
19 and Development Authority in the form attached hereto as
20 Exhibit "C" whereby the City is granted certain rights to
21 enter former Fire Station 25 for the purpose of studying,
22 viewing, photographing and otherwise enjoying the historically
23 significant features of the premises is hereby accepted, and
24 the easement is placed under the jurisdiction of the
25 Department of Community Development.

Section 3. 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 6th day of May, 1885, and signed by me in open session in authentication of its passage this 6th day of May, 1885.

[Signature]
President of the City Council.

Approved by me this 16th day of May, 1885.
[Signature]
Charles P. Ryan
Mayor.

Filed by me this 16th day of May, 1885.

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

(SEAL)

Published _____

By *[Signature]*
Deputy Clerk.

THE CITY OF SEATTLE

LAW DEPARTMENT

MUNICIPAL BUILDING - SEATTLE, WASHINGTON 98104

AREA CODE 206 TELEPHONE 625-2402

DOUGLAS N. JEWETT, CITY ATTORNEY

October 23, 1985

Honorable Tim Hill
City Comptroller & Clerk
The City of Seattle

Dear Sir:

Transmitted herewith is the original Joint Easement Agreement executed by Commonwealth Partners '79D, Historic Seattle Preservation and Development Authority, and the City.

This easement agreement was executed as part of the settlement of a lawsuit commenced by Commonwealth against the City and Historic Seattle, and grants to the City an easement to enter Fire Station 25 at Harvard Avenue and East Union to view its historic significant features. The building was converted to dwelling units by Commonwealth '79D.

Acceptance of this easement was authorized by Ordinance

112-268.

Yours very truly,

DOUGLAS N. JEWETT
City Attorney

By *Gordon F. Crandall*

GORDON F. CRANDALL
Senior Assistant

GFC:rlh
Enclosure
cc: David Moseley

FILED
CITY OF SEATTLE
OCT 23 1985
10:43 AM

SUBSTITUTE WARRANTY DEED RESERVING EASEMENT

(City of Seattle)

THIS SUBSTITUTE WARRANTY DEED RESERVING EASEMENT, made as of September 17, 1976, is executed by The City of Seattle (the "City"), a municipal corporation of the State of Washington, in favor of Historic Seattle Preservation and Development Authority ("Historic Seattle"), a public authority, in substitution for that certain Special Warranty Deed dated September 17, 1976.

WHEREAS, the City conveyed Fire Station 25 to Historic Seattle on September 17, 1976, by Special Warranty Deed (King County Auditor's No. 7609170790) ("Special Warranty Deed") subject to six conditions relating to building preservation and public access;

WHEREAS, Historic Seattle conveyed Fire Station 25 to Commonwealth Partners '79D ("Commonwealth") on October 24, 1979, by a Warranty Deed Reserving Easement (King County Auditor's No. _____) subject to seven covenants relating to building preservation and public access;

WHEREAS, the seven covenants in Historic Seattle's deed to Commonwealth impose preservation and access requirements that are substantially similar but not identical to those contained in the City's deed to Historic Seattle;

WHEREAS, the remedy for an uncured violation of one of the six conditions in the City's Special Warranty Deed is the exercise of the power of termination, while the remedy reserved by Historic Seattle in its deed is the right to enforce covenants that run with the land;

WHEREAS, Commonwealth has invested substantial sums to rehabilitate Fire Station 25 and to convert it into a 16-unit housing project under an HUD Section 312 loan program and with the approval of the Landmarks Preservation Board;

WHEREAS, because Commonwealth believes that the differences in conditions and enforcement remedies between the Historic Seattle and City deeds were not known to it at the time it acquired Fire Station 25, and that those differences will substantially impair its investment, Commonwealth has brought suit (King County Civil No. 94-2-08832-0) against the City and Historic Seattle, inter alia, seeking damages;

EXHIBIT A

WHEREAS, all parties to the Commonwealth suit desire that it be settled in a manner that will eliminate the possibility of financial loss resulting from the deed differences while ensuring that the public interests in Fire Station 25 are fully protected;

WHEREAS, Historic Seattle has agreed to modify its Warranty Deed Reserving Easement to provide for a change in the easement rights reserved by it to correspond to the easement rights reserved to the City in this Deed (that deed as so modified herein referred to as the "Substitute Warranty Deed"); and

WHEREAS, as part of such a settlement the City has agreed, with the consent of Historic Seattle and Commonwealth, that this Deed replaces, as of September 17, 1976, its Special Warranty Deed of September 17, 1976, and that the Special Warranty Deed is superseded and void;

NOW, THEREFORE, the City ("Grantor"), for and in consideration of Ten and no/100 Dollars (\$10.00) and other valuable consideration, hereby conveys and warrants to Historic Seattle ("Grantee") the following described real property, Fire Station 25, at East Union Street and Harvard Avenue East, Seattle, Washington (the "Premises"):

Lots One (1) and Two (2), Seneca Street Addition to the City of Seattle, Volume 9 of Plats, Page 40, records of King County, Washington, TOGETHER WITH the west one-half of the vacated (Ordinance 100665) alley adjoining and TOGETHER ALSO WITH an easement for access and open space purposes (King County Recording No. 7203020348, accepted by Ordinance 103733) over the east one-half of said vacated alley abutting the southerly 91.15 feet more or less of Lot 14, said Seneca Street Addition, SUBJECT TO a like easement (Ordinance 100463) over the westerly one-half of the vacated alley adjoining Lots 1 and 2, Seneca Street Addition, for the benefit of Lots 3 to 9, inclusive, and Lot 14, said Seneca Street Addition.

reserving to Grantor, its successors and assigns (jointly called "Grantor" in this Deed), an easement to enter upon the Premises for the purpose of studying, viewing, photographing and otherwise enjoying the historically significant features of the Premises, which features include, but are not limited to, the presently existing exterior of the property conveyed herein.

Grantor shall exercise the right and easement reserved in this Deed in a reasonable fashion to minimize inconvenience to Grantee, its heirs, successors or assigns (jointly called

"Grantee" in this deed). In the event that Grantor desires to enter the Premises to view the exterior of the building or to exercise other rights pursuant to the easement reserved, it shall give notice to Grantee. Grantee shall, within ten days, designate a date and time, mutually agreeable to Grantor and Grantee within 60 days from receipt of the notice, when the Premises will be available for viewing. In the event that Grantee fails to so designate a date and time, Grantor may enter at any time upon 20 days' notice to Grantee. The right to enter for purposes of enjoying the easement may not be exercised more than three times in any calendar year without the express consent of Grantee. Nothing in this paragraph shall limit the right of Grantor to inspect the Premises, as provided in covenant No. 4 below, for violation of covenants.

Grantor may not bring more than 15 persons onto the Premises at one time for the purpose of enjoying its easement except as follows: Subject to all conditions relating to purpose, notice and exercise of its right to enter the Premises, Grantor may, once each calendar year, bring onto the Premises a group of not more than 75 persons for a period not to exceed four hours.

Also, as an incident of the easement reserved herein, Grantee agrees that the exterior of the building shall not be replaced, removed, destroyed or altered in any fashion (including painting and attachment of signs or symbols) without the express prior written consent of Grantor.

The rights reserved by Grantor and the obligations imposed on Grantee shall be construed as affirmative and negative easements, and an interest in land, which are expressly reserved from this grant. The reservation of the easement described herein shall not be construed as merely creating covenants enforceable against Grantee, but shall be deemed to create an interest in real property fully enforceable against Grantee, its heirs, successors and assigns, and any person or persons who may interfere with the easement reserved by Grantor.

COVENANTS RUNNING WITH PREMISES
FOR BENEFIT OF EASEMENT

1. Grantee shall maintain the exterior of the building in a good state of repair so that no deterioration or damage to the exterior appearance of the building shall occur.

2. Grantee shall maintain the appearance of the grounds and improvements surrounding the property to enhance the overall appearance of the property.

3. Without the written permission of Grantor, Grantee shall neither undertake nor permit any demolition, construction, alterations, additions, or remodeling of any sort (including painting which is unlike the present scheme, and attachment of signs or symbols) that could affect the exterior of the building.

4. Grantor, its employees and agents shall be permitted at reasonable times, upon ten days' notice, to come upon the Premises to inspect for violations of any of the conditions and covenants set forth herein.

5. In the event that Grantee, its heirs, successors or assigns breach any covenant recited in this Deed relating to the repair and maintenance of the exterior of the building, Grantor, its successors and assigns, reserve the right to enter upon the Premises for the purpose of performing maintenance and repairs necessary to protect the value of its easement. Exercise of the right reserved in this paragraph shall not excuse Grantee or its heirs, successors or assigns from the duty to perform any covenant so breached, and shall not preclude Grantor, its successors or assigns, from taking appropriate legal action to compel reimbursement for repairs and maintenance costs, plus reasonable attorneys' fees.

6. In the event that Grantor (including, as throughout this Deed, its successors and assigns) is required to commence suit to prevent interference with the easement reserved herein or to enforce any of the covenants appurtenant to this easement, the prevailing party in any such suit shall be entitled to receive from the other party reasonable attorneys' fees.

Grantor and Grantee expressly agree and understand that the covenants recited in this Deed touch, concern and burden the Premises conveyed to Grantee, and that they touch, concern and benefit the easement retained by Grantor. The covenants shall run with the Premises conveyed and shall be binding on Grantee,

its heirs, successors and assigns. This Deed shall be deemed executed and delivered as of September 17, 1976, for the benefit of Grantor, Grantee, and their heirs, successors, and assigns.

In the event Grantee conveys the Premises to any third party, thereafter any matter for which consent of Grantor is required hereunder shall be deemed given if consented to or approved by the City or Historic Seattle. For purposes of this Deed, the City shall only be permitted to assign its rights hereunder to a public agency or a successor municipal corporation. If Historic Seattle exercises any of its easement rights under its Substitute Warranty Deed to Commonwealth, the exercise of such rights shall be regarded as the exercise of similar rights under this Deed by the City and, accordingly, shall thereafter limit the right of the City to exercise any other easement rights hereunder which are subject to any use and exercise limitations as set forth herein.

DATED this _____ day of _____, 19__.

THE CITY OF SEATTLE

By _____
Charles Royer, Mayor

Attest:

City Comptroller

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this _____ day of _____, 1984, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared CHARLES ROYER, to me known to be the Mayor of the CITY OF SEATTLE, 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 he was duly elected, qualified and acting as said officer of the municipal corporation, that he was authorized to execute said instrument and that the seal affixed, if any, is the corporate seal of said municipal corporation.

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

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

The undersigned, being the Managing General Partner of Commonwealth Partners '79D, a Washington limited partnership, does hereby acknowledge that it has read and agreed to the terms of the foregoing Substitute Warranty Deed Reserving Easement including its effective date of September 17, 1976.

COMMONWEALTH PARTNERS '79D

By COMMONWEALTH PACIFIC, INC.,
Managing General Partner

By _____
Its _____

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this _____ day of _____, 1984, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____, to me known to be the person who signed as _____, of COMMONWEALTH PACIFIC, INC., the corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute the said instrument and that the seal affixed, if any, is the corporate seal of said corporation, and on oath further stated that said corporation is the managing general partner of COMMONWEALTH PARTNERS '79D, a Washington limited partnership, and that said corporation was authorized to execute the said instrument on behalf of said partnership and that said instrument was the free and voluntary act and deed of said partnership for the uses and purposes therein mentioned.

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

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

Historic Seattle Preservation and Development Authority, a public authority, does hereby acknowledge that it has read and agreed to the terms of the foregoing Substitute Warranty Deed Reserving Easement including its effective date of September 17, 1976.

HISTORIC SEATTLE PRESERVATION AND DEVELOPMENT AUTHORITY

By _____
Its _____

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this _____ day of _____, 1984, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____, to me known to be the person who signed as _____ of HISTORIC SEATTLE PRESERVATION AND DEVELOPMENT AUTHORITY, the public authority that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said public authority for the uses and purposes therein mentioned, and on oath stated that he was duly elected, qualified and acting as said officer of the public authority, that he was authorized to execute said instrument and that the seal affixed, if any, is the corporate seal of said corporation.

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

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

SETTLEMENT, RELEASE OF ALL CLAIMS
AND RELEASE OF POWER OF TERMINATION

WHEREAS, the City of Seattle ("City") conveyed Fire Station 25 (the legal description of which is attached hereto as Exhibit A) to Historic Seattle Preservation and Development Authority ("Historic Seattle") on September 17, 1976, by Special Warranty Deed (King County Auditor's No. 7609170790) subject to six conditions relating to building preservation and public access;

WHEREAS, Historic Seattle conveyed Fire Station 25 to Commonwealth Partners '79D ("Commonwealth") on October 24, 1979, by a Warranty Deed Reserving Easement (King County Auditor's No. _____) subject to seven covenants relating to building preservation and public access;

WHEREAS, the seven covenants in Historic Seattle's deed to Commonwealth impose preservation and access requirements that are substantially similar but not identical to those contained in the City's deed to Historic Seattle;

WHEREAS, the remedy for an uncured violation of one of the six conditions in the City's Special Warranty Deed is the exercise of a power of termination, while the remedy reserved by Historic Seattle in its deed is the right to enforce covenants that run with the land:

WHEREAS, Commonwealth has invested substantial sums to rehabilitate Fire Station 25 and to convert it into a 16-unit housing project under an HUD Section 312 loan program with the approval of the Landmarks Preservation Board;

WHEREAS, the differences in conditions and enforcement remedies between the Historic Seattle and City deeds were not known to Commonwealth at the time it acquired Fire Station 25 and, because those differences may substantially impair Commonwealth's investment, it has brought suit (King County Civil No. 84-2-08832-0) against the City and Historic Seattle, inter alia, seeking damages;

WHEREAS, all parties to the Commonwealth suit desire that it be settled in a manner that will eliminate the possibility of financial loss resulting from the deed differences while ensuring that the public interests in Fire Station 25 are fully protected;

WHEREAS, the City has agreed, with the consent of Historic Seattle and Commonwealth, to execute and convey a Substitute

Warranty Deed Reserving Easement ("City Substitute Deed") to replace, as of September 17, 1976, its Special Warranty Deed of September 17, 1976;

WHEREAS, Historic Seattle has agreed to execute and convey a Substitute Warranty Deed Reserving Easement ("Historic Seattle Substitute Deed") to replace, as of _____ date hereof, its Special Warranty Deed of October 24, 1979 _____ the purpose of changing its easement rights hereunder to _____ respond with the easement rights in favor of the City as rec_____ in the City Substitute Deed;

WHEREAS, Historic Seattle and Commonwealth have agreed to grant to the City an easement to enter Fire Station 25 to view its historically significant features ("Joint Easement Agreement"); and

WHEREAS, the City, Historic Seattle and Commonwealth have agreed to settle, release and discharge all claims that each may have against the others (i) as stated in Commonwealth's complaint in Commonwealth Partners '79D v. Historic Seattle Preservation and Development Authority, King County Sup. Ct. No. 84-2-08832-0, or in the responses of Historic Seattle or the City thereto, or (ii) arising from a breach, or alleged breach, of the six conditions subsequent stated in the aforementioned Special Warranty Deed or of the power of termination incident to those six conditions;

NOW, THEREFORE, the undersigned parties agree as followed in consideration of this mutual release and discharge of claims and of the Substitute Warranty Deed and grant of easement described above;

1. Commonwealth does hereto, for itself, its general and limited partners and for its heirs, successors and assigns, release and discharge Historic Seattle, Lawson A. Elliott and Jane Doe Elliott, and the marital community composed thereof, Wickwire, Lewis, Goldmark & Schorr, and _____ the City (the "Commonwealth Defendants") from all claims stated in Commonwealth Partners '79D v. Historic Seattle Preservation and Development Authority, King County Sup. Ct. No. 84-2-08832-0, and agrees that said action may be dismissed with prejudice.

2. Each of the Defendants does hereby, for itself and its heirs, successors and assigns, release and discharge Commonwealth from all claims stated in their responses to the Complaint in Commonwealth Partners '79D v. Historic Seattle Preservation and Development Authority, King County Sup. Ct. No. 84-2-08832-0, and agree that said action may be dismissed with prejudice.

3. Each of the undersigned parties does hereby, for itself and its heirs, successors and assigns, release and discharge the other undersigned parties from all claims, damages, demands, actions, causes of action or suits at law or equity, of whatsoever kind or nature, known or unknown, existing or arising in the future, resulting from, arising out of or based on the Special Warranty Deed by which the City conveyed Fire Station 25 to Historic Seattle (King County Auditor's No. 7609170790).

4. The City does hereby, for itself and its successors and assigns, release the power of termination reserved to it in that certain Special Warranty Deed dated September 17, 1976 (King County Auditor's No. 7609170790), and does hereby further release, waive and relinquish any and all rights it might have had to terminate the estate conveyed under that certain Special Warranty Deed as a result of the breach of one or more of the six conditions stated therein as grounds for exercising the City's power of termination.

5. The City and Historic Seattle each hereby acknowledges and represents that as of the date hereof the development and operation of Fire Station 25 has not resulted, and does not now result, in any violation or breach of any of the covenants, restrictions or easement rights granted to either the City or Historic Seattle under the Substitute Warranty Deed Reserving Easement, made as of September 7, 1976, executed by the City in favor of Historic Seattle or the Substitute Warranty Deed Reserving Easement made as of October 24, 1979, executed by Historic Seattle in favor of Commonwealth.

6. As of the date hereof, the City shall execute and acknowledge, and shall cause to be recorded, the City Substitute Deed (the form of which is attached hereto as Exhibit B).

7. As of the date hereof, Historic Seattle shall execute and acknowledge, and shall cause to be recorded, the Historic Seattle Substitute Deed (the form of which is attached hereto as Exhibit C).

8. As of the date hereof, Historic Seattle and Commonwealth shall execute and acknowledge, and shall cause to be recorded, the Joint Easement Agreement (the form of which is attached hereto as Exhibit D).

9. Upon the execution of this Agreement, the parties hereto shall cause it to be recorded along with the deeds and easement referred to in paragraphs 6, 7 and 8 above.

DATED this _____ day of _____, 1984.

CITY OF SEATTLE

By _____
Charles Royer, Mayor

HISTORIC SEATTLE PRESERVATION AND
DEVELOPMENT AUTHORITY

By _____
Lawson A. Elliott, Executive
Director

WICKWIRE, LEWIS, GOLDMARK AND
SCHORR, P.S.

By _____
Its _____

Lawson A. Elliott

Jane Doe Elliott

COMMONWEALTH PARTNERS '79D,
a Washington limited partnership

By COMMONWEALTH PACIFIC, INC.,
Managing General Partner

By _____
Its _____

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this ____ day of _____, 1984, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared CHARLES ROYER, to me known to be the Mayor of the CITY OF SEATTLE, 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 he was duly elected, qualified and acting as said officer of the municipal corporation, that he was authorized to execute said instrument and that the seal affixed, if any, is the corporate seal of said municipal corporation.

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

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

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this ____ day of _____, 1984, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared LAWSON A. ELLIOTT, to me known to be the person who signed as Executive Director of HISTORIC SEATTLE PRESERVATION AND DEVELOPMENT AUTHORITY, the public authority that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said public authority for the uses and purposes therein mentioned, and on oath stated that he was duly elected, qualified and acting as said officer of the public authority, that he was authorized to execute said instrument.

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

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

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this ____ day of _____, 1984, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____, to me known to be the person who signed as _____ of WICKWIRE, LEWIS, GOLDMARK AND SCHOOR, P.S., the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that he was duly elected, qualified and acting as said officer of the corporation, that he was authorized to execute said instrument and that the seal affixed, if any, is the corporate seal of said corporation.

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

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

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this ____ day of _____, 1984, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared LAWSON A. ELLIOTT, to me known to be the individual who executed the within and foregoing instrument, and acknowledged the said instrument to be his free and voluntary act and deed, for the uses and purposes therein mentioned.

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

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

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this ____ day of _____, 1984, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared JANE DOE ELLIOTT, to me known to be the individual who executed the within and foregoing instrument, and acknowledged the said instrument to be her free and voluntary act and deed, for the uses and purposes therein mentioned.

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

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

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this ____ day of _____, 1984, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____, to me known to be the person who signed as _____ of COMMONWEALTH PACIFIC, INC., the corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute the said instrument and that the seal affixed, if any, is the corporate seal of said corporation, and on oath further stated that said corporation is the managing general partner of COMMONWEALTH PARTNERS '79D, a Washington limited partnership, and that said corporation was authorized to execute the said instrument on behalf of said partnership and that said instrument was the free and voluntary act and deed of said partnership for the uses and purposes therein mentioned.

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

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

EXHIBIT A

(Legal description of Fire Station 25)

Lots One (1) and Two (2), Seneca Street Addition to the City of Seattle, Volume 9 of Plats, Page 40, records of King County, Washington, TOGETHER WITH the west one-half of the vacated (Ordinance 100665) alley adjoining and TOGETHER ALSO WITH an easement for access and open space purposes (King County Recording No. 7203020348, accepted by Ordinance 103733) over the east one-half of said vacated alley abutting the southerly 91.15 feet more or less of Lot 14, said Seneca Street Addition; SUBJECT TO a like easement (Ordinance 100463) over the westerly one-half of the vacated alley adjoining Lots 1 and 2, Seneca Street Addition, for the benefit of Lots 3 to 9, inclusive, and Lot 14, said Seneca Street Addition.

JOINT EASEMENT AGREEMENT

This Joint Easement Agreement is made this _____ day of _____, 1984, by and among COMMONWEALTH PARTNERS '79D, a Washington limited partnership, HISTORIC SEATTLE PRESERVATION AND DEVELOPMENT AUTHORITY, a public authority, and THE CITY OF SEATTLE, a municipal corporation of the State of Washington.

RECITALS

A. The City of Seattle ("City") conveyed Fire Station 25 to Historic Seattle Preservation and Development Authority ("Historic Seattle") on September 17, 1976, by a Special Warranty Deed (King County Auditor's No. 7609170790) ("Special Warranty Deed") subject to six conditions relating to building preservation and public access.

B. Historic Seattle conveyed Fire Station 25 to Commonwealth Partners '79D ("Commonwealth") on October 24, 1979, by a Warranty Deed Reserving Easement (King County Auditor's No. _____) subject to seven covenants relating to building preservation and public access.

C. The seven covenants in Historic Seattle's deed to Commonwealth imposed preservation and access requirements that are substantially similar but not identical to those contained in the City's deed to Historic Seattle.

D. The remedy for an uncured violation of one of the six conditions in the City's Special Warranty Deed is the exercise of a power of termination, while the remedy reserved by Historic Seattle in its deed is the right to enforce covenants that run with the land.

E. Subsequent to its acquisition of the property, Commonwealth has invested substantial funds to rehabilitate Fire Station 25 and to convert it into a 16-unit housing project under a HUD Section 312 loan program with approval of the Landmarks Preservation Board.

F. The differences in conditions and enforcement remedies between the Historic Seattle and the City deeds were not known to Commonwealth at the time it acquired Fire Station 25, and because those differences may substantially impair Commonwealth's investment, it has brought suit (King County Civil No. 84-2-08832-0) against the City and Historic Seattle, inter alia, seeking damages.

G. All parties to the Commonwealth suit desire that it be settled in a manner that will eliminate the possibility of financial loss resulting from the deed differences while ensuring that the public interest in Fire Station 25 is fully protected.

H. The City has agreed, with the consent of Historic Seattle and Commonwealth, to execute and convey a Substitute Warranty Deed Reserving Easement ("City Substitute Deed") to replace, as of September 17, 1976, the Special Warranty Deed.

I. Historic Seattle has agreed to execute and convey a Substitute Warranty Deed Reserving Easement ("Historic Seattle Substitute Deed") to replace, as of the date hereof, its Warranty Deed Reserving Easement dated October 24, 1979, for the purpose of modifying its easement rights thereunder to correspond with the easement rights granted to the City in the City Substitute Deed.

J. To facilitate the settlement of Commonwealth's lawsuit, and to permit the City to execute and convey the City Substitute Deed, Historic Seattle and Commonwealth have agreed to grant to the City an easement to enter Fire Station 25 to view its historically significant features.

AGREEMENT

Now, therefore, in consideration of the sum of One Dollar and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Commonwealth and Historic Seattle do hereby grant to the City an easement to enter upon the premises of Fire Station 25 (the "Premises") (the legal description of which is attached hereto as Exhibit A, which exhibit is herein incorporated by reference) for the purpose of studying, viewing, photographing and otherwise enjoying the historically significant features of the Premises, which features include but are not limited to, the presently existing exterior of the Premises.

The City shall exercise the easement granted hereby in a reasonable fashion to minimize inconvenience to Commonwealth, its heirs, successors or assigns (reference to "Commonwealth" herein shall be deemed to refer to Commonwealth, its heirs, successors or assigns). In the event that the City desires to enter the Premises to view the exterior of the building or to exercise other rights pursuant to the easement granted herein, it shall give notice to Commonwealth. Commonwealth shall, within ten day of the receipt of such notice, designate a date and time mutually agreeable to the City and Commonwealth,

within sixty days from receipt of the notice, when the Premises will be available for viewing. In the event that Commonwealth fails to so designate a date and time, the City may enter at any time upon twenty days' notice to Commonwealth. The right to enter for purposes of enjoying the easement may not be exercised more than three times in any calendar year without the express consent of Commonwealth.

The City may not bring more than fifteen persons onto the Premises at one time for the purpose of enjoying its easement except that the City may, once each calendar year, bring onto the Premises a group of not more than 75 persons for a period not to exceed four hours provided, however, that any such exercise of the easement is subject to all conditions contained herein relating to the purpose, notice and exercise of the City's right to enter the Premises.

The easement created hereby shall not be construed as merely creating covenants enforceable against Commonwealth, but shall be deemed to create an interest in real property fully enforceable against Commonwealth, its heirs, successors and assigns, and any person or persons who may interfere with the easement granted hereby. In the event that the City is required to commence suit to prevent interference with the easement granted hereby, the prevailing party in any such suit shall be entitled to receive from the other party or parties reasonable attorneys' fees. If the City seeks injunctive action to enforce its rights hereunder, Commonwealth waives any right Commonwealth might otherwise have to insist that a bond be posted with the court having jurisdiction over the City's suit for injunctive relief.

If Historic Seattle exercises any of its easement rights under the Historic Seattle Substitute Deed to Commonwealth, the exercise of such rights shall be regarded as the exercise of similar rights under this Easement by the City and, accordingly, shall thereafter limit the right of the City to exercise any other easement rights hereunder which are subject to any use and exercise limitations as set forth herein.

COMMONWEALTH PARTNERS '79D,
a Washington limited partnership

By COMMONWEALTH PACIFIC, INC.,
Managing General Partner

By _____
Its _____

HISTORIC SEATTLE PRESERVATION AND
DEVELOPMENT AUTHORITY

By _____
Its _____

THE CITY OF SEATTLE

By _____
Charles Royer, Mayor

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this _____ day of _____, 1984, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____, to me known to be the person who signed as _____ of COMMONWEALTH PACIFIC, INC., the corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute the said instrument and that the seal affixed, if any, is the corporate seal of said corporation, and on oath further stated that said corporation is the managing general partner of COMMONWEALTH PARTNERS '79D, a Washington limited partnership, and that said corporation was authorized to execute the said instrument on behalf of said partnership and that said instrument was the free and voluntary act and deed of said partnership for the uses and purposes therein mentioned.

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

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

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this _____ day of _____, 1984, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____, to me known to be the Executive Director of HISTORIC SEATTLE PREGERVATION AND DEVELOPMFNT AUTHORITY, a public authority, the authority that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said authority for the uses and purposes therein mentioned, and on oath stated that he was duly elected, qualified and acting as said officer of the authority, that he was authorized to execute said instrument and that the seal affixed, if any, is the seal of said authority.

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

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

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this _____ day of _____, 1984, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared CHARLES ROYER, to me known to be the Mayor of the City of Seattle, 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 he was duly elected, qualified and acting as said officer of the municipal corporation, that he was authorized to execute said instrument and that the seal affixed, if any, is the corporate seal of said municipal corporation.

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

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

EXHIBIT A

(Legal description of Fire Station 25)

Lots One (1) and Two (2), Seneca Street Addition to the City of Seattle, Volume 9 of Plats, Page 40, records of King County, Washington, TOGETHER WITH the west one-half of the vacated (Ordinance 100665) alley adjoining and TOGETHER ALSO WITH an easement for access and open space purposes (King County Recording No. 7203020348, accepted by Ordinance 103733) over the east one-half of said vacated alley abutting the southerly 91.15 feet more or less of Lot 14, said Seneca Street Addition; SUBJECT TO a like easement (Ordinance 100463) over the westerly one-half of the vacated alley adjoining Lots 1 and 2, Seneca Street Addition, for the benefit of Lots 3 to 9, inclusive, and Lot 14, said Seneca Street Addition.

RECORDS & COMMERCIAL TITLE
1200 SOUTH AVENUE
SEATTLE, WASHINGTON 98101

JOINT EASEMENT AGREEMENT

350809

#0952 B

RECD F 10.00

CASH

10.00

This Joint Easement Agreement is made this 30th day of July, 1985, by and among COMMONWEALTH PARTNERS '79D, a Washington limited partnership, HISTORIC SEATTLE PRESERVATION AND DEVELOPMENT AUTHORITY, a public authority, and THE CITY OF SEATTLE, a municipal corporation of the State of Washington.

1000

RECITALS

A. The City of Seattle ("City") conveyed Fire Station 25 to Historic Seattle Preservation and Development Authority ("Historic Seattle") on September 17, 1976, by a Special Warranty Deed (King County Auditor's No. 7609170790) ("Special Warranty Deed") subject to six conditions relating to building preservation and public access.

B. Historic Seattle conveyed Fire Station 25 to Commonwealth Partners '79D ("Commonwealth") on October 24, 1979, by a Warranty Deed Reserving Easement (King County Auditor's No. 7911010252) subject to seven covenants relating to building preservation and public access.

C. The seven covenants in Historic Seattle's deed to Commonwealth imposed preservation and access requirements that are substantially similar but not identical to those contained in the City's deed to Historic Seattle.

D. The remedy for an uncured violation of one of the six conditions in the City's Special Warranty Deed is the exercise of a power of termination, while the remedy reserved by Historic Seattle in its deed is the right to enforce covenants that run with the land.

E. Subsequent to its acquisition of the property, Commonwealth has invested substantial funds to rehabilitate Fire Station 25 and to convert it into a 16-unit housing project under a HUD Section 312 loan program with approval of the Landmarks Preservation Board.

F. The differences in conditions and enforcement remedies between the Historic Seattle and the City deeds were not known to Commonwealth at the time it acquired Fire Station 25, and because those differences may substantially impair Commonwealth's investment, it has brought suit (King County Civil No. 84-2-08832-0) against the City and Historic Seattle, inter alia, seeking damages.

G. All parties to the Commonwealth suit desire that it be settled in a manner that will eliminate the possibility of financial loss resulting from the deed differences while ensuring that the public interest in Fire Station 25 is fully protected.

718500614-4

8508090952

By [Signature]

H. The City has agreed, with the consent of Historic Seattle and Commonwealth, to execute and convey a Substitute Warranty Deed Reserving Easement ("City Substitute Deed") to replace, as of September 17, 1976, the Special Warranty Deed.

I. Historic Seattle has agreed to execute and convey a Substitute Warranty Deed Reserving Easement ("Historic Seattle Substitute Deed") to replace, as of the date hereof, its Warranty Deed Reserving Easement dated October 24, 1979, for the purpose of modifying its easement rights thereunder to correspond with the easement rights granted to the City in the City Substitute Deed.

J. To facilitate the settlement of Commonwealth's lawsuit, and to permit the City to execute and convey the City Substitute Deed, Historic Seattle and Commonwealth have agreed to grant to the City an easement to enter Fire Station 25 to view its historically significant features.

AGREEMENT

Now, therefore, in consideration of the sum of One Dollar and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Commonwealth and Historic Seattle do hereby grant to the City an easement to enter upon the premises of Fire Station 25 (the "Premises")(the legal description of which is attached hereto as Exhibit A, which exhibit is herein incorporated by reference) for the purpose of studying, viewing, photographing and otherwise enjoying the historically significant features of the Premises, which features include but are not limited to, the presently existing exterior of the Premises.

The City shall exercise the easement granted hereby in a reasonable fashion to minimize inconvenience to Commonwealth, its heirs, successors or assigns (reference to "Commonwealth" herein shall be deemed to refer to Commonwealth, its heirs, successors or assigns). In the event that the City desires to enter the Premises to view the exterior of the building or to exercise other rights pursuant to the easement granted herein, it shall give notice to Commonwealth. Commonwealth shall, within ten day of the receipt of such notice, designate a date and time mutually agreeable to the City and Commonwealth, within sixty days from receipt of the notice, when the Premises will be available for viewing. In the event that Commonwealth fails to so designate a date and time, the City may enter at any time upon twenty days' notice to Commonwealth. The right to enter for purposes of enjoying the easement may not be exercised more than three times in any calendar year without the express consent of Commonwealth.

The City may not bring more than fifteen persons onto the Premises at one time for the purpose of enjoying its easement except that the City may, once each calendar year, bring onto the Premises a group of not more than 75 persons for a period not to exceed four hours provided, however, that any such exercise of the easement is subject to all conditions contained herein

8508090952

relating to the purpose, notice and exercise of the City's right to enter the Premises.

The easement created hereby shall not be construed as merely creating covenants enforceable against Commonwealth, but shall be deemed to create an interest in real property fully enforceable against Commonwealth, its heirs, successors and assigns, and any person or persons who may interfere with the easement granted hereby. In the event that the City is required to commence suit to prevent interference with the easement granted hereby, the prevailing party in any such suit shall be entitled to receive from the other party or parties reasonable attorneys' fees. If the City seeks injunctive action to enforce its rights hereunder, Commonwealth waives any right Commonwealth might otherwise have to insist that a bond be posted with the court having jurisdiction over the City's suit for injunctive relief.

If Historic Seattle exercises any of its easement rights under the Historic Seattle Substitute Deed to Commonwealth, the exercise of such rights shall be regarded as the exercise of similar rights under this Easement by the City and, accordingly, shall thereafter limit the right of the City to exercise any other easement rights hereunder which are subject to any use and exercise limitations as set forth herein.

8508090952

COMMONWEALTH PARTNERS '79D,
a Washington limited partnership

By COMMONWEALTH PROPERTIES, INC.,
Managing General Partner

By John E. King
Its Vice President

HISTORIC SEATTLE PRESERVATION AND
DEVELOPMENT AUTHORITY

By [Signature]
Its Executive Director

THE CITY OF SEATTLE
By Charles Royer
Charles Royer, Mayor

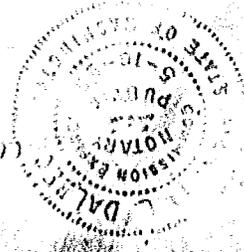
TIM HILL
COMPTROLLER AND CITY CLERK
By [Signature]
Deputy City Clerk

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this 20th day of July, 1985, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared John E. Burg, to me known to be the person who signed as Vice President of COMMONWEALTH PROPERTIES, INC., the corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute the said instrument and that the seal affixed, if any, is the corporate seal of said corporation, and on oath further stated that said corporation is the managing general partner of COMMONWEALTH PARTNERS '79D, a Washington limited partnership, and that said corporation was authorized to execute the said instrument on behalf of said partnership and that said instrument was the free and voluntary act and deed of said partnership for the uses and purposes therein mentioned.

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

Martha L. Daebick
NOTARY PUBLIC in and for the State
of Washington, residing at Bremerton



8508090952

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this 29th day of July, 1985, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Lawson A. Elliott, to me known to be the Executive Director of HISTORIC SEATTLE PRESERVATION AND DEVELOPMENT AUTHORITY, a public authority, the authority that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said authority for the uses and purposes therein mentioned, and on oath stated that he was duly elected, qualified and acting as said officer of the authority, that he was authorized to execute said instrument and that the seal affixed, if any, is the seal of said authority.

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

Randy J. Holliman
NOTARY PUBLIC in and for the State
of Washington, residing at Seattle



EXHIBIT A

(Legal description of Fire Station 25)

Lots One (1) and Two (2), Seneca Street Addition to the City of Seattle, Volume 9 of Plats, Page 40, records of King County, Washington, TOGETHER WITH the west one-half of the vacated (Ordinance 100665) alley adjoining and TOGETHER ALSO WITH an easement for access and open space purposes (King County Recording No. 7203020348, accepted by Ordinance 103733) over the east one-half of said vacated alley abutting the southerly 91.15 feet more or less of Lot 14, said Seneca Street Addition; SUBJECT TO a like easement (Ordinance 100463) over the westerly one-half of the vacated alley adjoining Lots 1 and 2, Seneca Street Addition, for the benefit of Lots 3 to 9, inclusive, and Lot 14, said Seneca Street Addition.

8508090952

THE CITY OF SEATTLE

LAW DEPARTMENT

MUNICIPAL BUILDING SEATTLE, WASHINGTON 98104

AREA CODE 206 TELEPHONE 629-2402

DOUGLAS N. JEWETT, CITY ATTORNEY

December 19, 1984

City Council
City of Seattle

Re: Commonwealth Partners '79D vs.
Historic Seattle PDA, et al.
King County Superior Court
No. 84-2-08832-0

Honorable Members:

The above action was commenced on July 11, 1984 by Commonwealth Partners '79D, a limited partnership, against Historic Seattle Preservation and Development Authority (HSPDA), Lawson A. and "Jane Doe" Elliott, his wife, Wickwire, Lewis Goldmark, & Schorr, and The City of Seattle. Plaintiff alleged that in 1976, the City conveyed Fire Station 25 (Harvard Avenue and East Union Street) to HSPDA by a special warranty deed which, among other things provided that

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

The deed also contained a provision reserving to the City the right to reenter the property and terminate the estate granted to HSPDA in the event of the breach of any of the restrictive covenants, including the one quoted above.

Plaintiff alleged further that HSPDA conveyed Fire Station 25 to Commonwealth Partners '79D in 1979 by a general warranty deed which did not reference either the quoted condition or the right to reenter and terminate the estate for breach of condition; that they applied for and received development permits and approval of government funds from the City for redevelopment of the property in a manner inconsistent with the public access provisions and that the City failed to disclose the existence of the access rights it held at that time; and that the City now takes the position that it has the right to reenter the property and terminate the plaintiff's estate because the building is not accessible on a "regular and frequent" basis.

City Council
December 19, 1984
Page 2

Plaintiffs seek damages from HSPDA and a decree quieting title to Fire Station 25 in it and removing the quoted condition and the right of reentry on theories such as breach of warranty, estoppel, waiver, laches, negligence, negligence and/or intentional misrepresentation and unjust enrichment.

The City answered the complaint denying the material allegations and alleging affirmatively that its public access condition and right of reentry were matters of public record which gave plaintiffs constructive notice of their existence; that the title company which insured Commonwealth Partners '79D's title should be joined as a defendant; that HSPDA was not an agent of the City and could not by its acts or omissions bind the City; and that plaintiff failed to use reasonable care to protect its own interests from the harm alleged.

In view of the fact that the property has been redeveloped for residential use, we entered into negotiations with HSPDA, Charles Goldmark and Commonwealth Partners '79D to compromise and settle the case in a manner satisfactory to all. The history of the City's and HSPDA's transactions with Fire Station 25 is fully summarized in a discussion paper prepared by Linda Gorton of the Office of Management and Budget, attached. In view of the conversion of Fire Station 25 to residential use, its preservation in an economic use is assured; and a modification of the public access and reentry provisions in the City/HSPDA deed in a manner which would permit the sale of condominium units would, in our judgment, promote historic preservation of the building and would be in the best interests of the City.

The result of those negotiations are attached, and include:

- (1) Settlement, Release of All Claims and Release of Power of Termination
- (2) Substitute Warranty Deed Easement (City of Seattle)
- (3) Substitute Warranty Deed Reserving Easement (HSPDA)
- (4) Joint Easement Agreement

By these documents, the City would give up the right to public access to the interior of the building on a "regular

City Council
December 19, 1984
Page 3

and frequent" basis and reserve instead an easement for the public to enter the premises for the purpose of "studying, viewing, photographing and otherwise enjoying the historically significant features of the premises." The easement must be exercised "in a reasonable fashion to minimize inconvenience" to the occupants, and may not be exercised more than three times a year without the owner's consent. Not more than 15 persons may be brought on the premises at one time, except that once a year a group of not more than 75 persons may enjoy the easement for up to four hours. The right to reenter and terminate the estate for breach of condition is released, and the permanent easement right is provided in its place.

Transmitted herewith is a proposed ordinance authorizing the Mayor and City Comptroller to execute and deliver the Substitute Warranty Deed Reserving Easement, and the Settlement, Release of All Claims and Release of Power of Termination, and accepting the joint easement. We recommend its adoption.

Very truly yours,

DOUGLAS N. JEWETT
City Attorney

By *Gordon F. Crandall*
GORDON F. CRANDALL
Assistant City Attorney

GFC:nc

Attachment

Fire Stations 18 and 25 Discussion Paper
November, 1983

This paper summarizes.

- o The events leading up to the City's transferring Fire Stations 18 and 25 to Historic Seattle in 1976;
- o The contents of the deed of trust between the City of Seattle and Historic Seattle;
- o Details of the sale of both Fire Stations by Historic Seattle to private owners including income and expenses associated with each sale and a review of the deed of trust;
- o Summary of significant differences between the City's deed to Historic Seattle and Historic Seattle's deeds to the new owners;
- o Summary of negotiations between Historic Seattle, the City of Seattle, and the owners of Fire Stations 25;
- o The proposed compromise between the Mayor, Historic Seattle, and the new owners of Fire Station 25 on the issue related to the adequacy of public access;
- o A summary of negotiations between the City, Historic Seattle, and the owners of Fire Station 25 that have occurred since January 1, 1983.

Events which led up to the transfer of Fire Stations 18 and 25 to Historic Seattle in 1976

It appears from reviewing old files, that negotiations to transfer Fire Stations 18 and 25 to Historic Seattle began in 1975, or possibly as early as 1974. The original idea seemed to be to transfer the Fire Stations at no cost. One letter implies that the City Council actually passed an ordinance to this effect. The Law Department raised questions about the legality of the ordinance. While I have not been able to find a written opinion, it is referenced in a letter dated July 15, 1976 from a DCD staff person, Steve Wilson, to all interested parties. In it he states that it is the opinion of the Law Department that this transaction is governed by the State Accountancy Act.

"Under provisions of the State Accountancy Act, the City of Seattle is required to receive full and true value whenever it disposes of surplus property; it cannot make outright gifts."

As a result of this opinion, an appraisal was done by an appraiser in the City's Engineering Department. It was determined that with the Historic Covenants placed on the property and the public access restriction, the value of the land and buildings was \$0 for both Fire Station 18 and 25. Without these covenants, the buildings in both cases were valued at zero and the land valued at \$75,000 for Fire Station 18, and \$90,000 for Fire Station 25. The values cited in the appraisal are as of July 21, 1976.

With a formal appraisals complete, the City of Seattle petitioned the Superior Court of the State of Washington to declare both properties surplus to the current needs of the City. The petition also declares that the Historic Covenants and the public access provisions in the deed represent the full and true value of the properties. The petition also states:

"Failing compliance with the conditions aforesaid, the grantor, its successor, or assigns may enter and terminate the estate herein conveyed."

Upon issuance by the Superior Court of its judgment and findings of fact, the City proceeded to draft the necessary deeds and ordinances to transfer both Fire Stations to Historic Seattle.

Contents of the City's 1976 deed of trust transferring Fire Stations 18 and 25 to Historic Seattle

In September, 1976, Mayor Wes Uhlman executed two special warranty deeds which conveyed old Fire Stations 18 and 25 to Historic Seattle. The deeds state that the property is transferred to Historic Seattle with the following conditions and then it lists six conditions. Two of the conditions basically relate to keeping the building in a manner consistent with the City's landmark preservation ordinance; two require immediate work to be done on the building, specifically waterproofing, some structural work, and some electrical mechanical work; one condition is quite vague, stating that the architectural integrity of the structure may not be compromised; and the last condition requires that "the property being transferred is to be utilized and managed as not to preclude the accessibility of its exterior and interior for public view on a regular and frequent basis." The deed goes on to discuss what the remedy is if any of the covenants are not complied with. The remedy prescribed is that the City maintain the right to terminate the estate,

"Provided, however, that the power of termination here and above 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 notice to the grantor City made by the secured party by delivering to the City's superintendent of buildings or any officer here and after succeeding to his duties a copy of the security document within three (3) days following entry by such party into any mortgage, deed of trust, or security transaction involving the above described property, and provided further that in the event of a breach by Historic Seattle Preservation and Development Authority, or its successors or assigns of any of the conditions subsequent herein above contained...."

The next section of the deed discusses the notice requirements that the City must observe and the amount of time that must be allowed for Historic Seattle to remedy the situation if they receive notice before the City can exercise its right of termination.

Sale by Historic Seattle of Fire Stations 18 and 25

Historic Seattle marketed both properties for approximately three years. On October 24, 1979, Commonwealth Partners purchased Fire Station 25 for \$250,000 (undocumented) amount. Historic Seattle had invested approximately \$20,000 of their own funds prior to selling the building, thus, the net income to Historic Seattle on this transaction was \$230,000. Commonwealth began the process necessary to rehabilitate Fire Station 25 for use as condominiums.

One of the first steps was to request a conditional use permit from the City of Seattle. This permit was granted by the Hearing Examiner on April 4, 1980. Several exceptions to the zoning code were requested by Commonwealth Partners. The one most pertinent to this paper was an exception to the restriction on dwelling units in a CG zone.

One of the assertions that has been made is that Historic Seattle had offers to purchase Fire Station 25 for uses that would have provided public access consistent with the City's deed but that they chose not to because they would yield less money. This assertion is discredited in the 1989 findings of fact issued by the Seattle Hearing Examiner, which states:

"Very little interest in the property had been shown by potential buyers for over two years. One developer did attempt to adapt it for clinic use, but that attempt was frustrated. The applicant considered a variety of options, including restaurant, 7-11 store, and office space for the first floor, but found that financing would be more easily obtainable for a single use than a mixed use. Therefore, the applicant has promised to convert the structure into a multiple dwelling with 16 units."

The Hearing Examiner's conclusion which relates to this finding, states:

"The record contains substantial evidence supporting a special exception for residential use as a designated landmark in the CG zone. The Landmarks Preservation Board's certificate of approval satisfies the requirement that the use be compatible with the existing design of the building, without significant alteration. The second requirement, that uses permitted outright in the zone have been shown not to be economically feasible, is satisfied by evidence of attempts to sell or finance permitted uses. Even though other special exceptions and variances would be needed for the proposed use, with the imposition of certain conditions the residential use would not be detrimental to other properties in the zone or vicinity."

Unlike Fire Station 25, where Historic Seattle only had to invest approximately \$20,000, they used their own revenue to rehabilitate Fire Station 18 at a total cost, including direct and indirect costs, of \$381,582 and, in 1980, sold it for \$376,766, for a net loss of \$4,816. This Fire Station is now in use, with a restaurant on the main floor and the two top floors vacant. Although the owner is as yet unaware of it, this property faces the same problems that have been raised on Fire Station 25. Namely, the deed significantly alters the public access condition and does not mention the City's right of termination.

Two significant differences exist between the City's deeds to Historic Seattle and Historic Seattle deeds to the owner's of Fire Stations 18 and 25. The first is that the City's deed provides that:

"The property being transferred is to be utilized and managed as not to preclude the accessibility of its exterior and interior on a regular and frequent basis...."

Historic Seattle's deed reserves "to historic Seattle,

"its successors and assigns..., an easement to enter upon the premises for the purpose of studying, viewing, photographing, and otherwise enjoying the historically significant features of the premises...."

The next few lines relate to notice requirements. The deed then states:

"The right to enter for purposes of enjoying the easement may not be exercised more than three times in any calendar year without the express consent of the grantee."

The second difference between the two deeds is that the City's deed quoted above provides that the City has the right to "terminate the estate" if any of the conditions of the sale are violated. Historic Seattle's deed has no such restriction.

Summary of events leading up to Commonwealth approaching Historic Seattle and the City to negotiate a resolution to the public access problem and the right of determination

In May 1982, Fire Station 25 was refinanced by Commonwealth Partners. At that time, SeaFirst mortgage did a title search and discovered that the City retained the right to terminate the property, but that any mortgage on the property would be honored as long as the City of Seattle was notified of the mortgage within three days.

This evidently was the first that Commonwealth Partners had heard of the fact that the City retained the right to terminate the estate if any of the conditions were violated.

It was around this time that the attorney for Commonwealth Partners contacted the attorneys for Historic Seattle, and for the next six months they negotiated along with the City of Seattle the difference in public access requirements between the City's deed, transferring Fire Station 25 to Historic Seattle and Historic Seattle's deed, transferring the property to Commonwealth Partners. At this point, the only concern raised by Commonwealth Partners' attorney was the adequacy of the public access condition and whether that met the City's deed requirement. It was the Mayor's position and the Law Department's position that Historic Seattle's easement, allowing for public access three times a year, did not comply with the City's requirement for public access.

Proposed compromise on the public access issue

A proposed compromise was reached and an ordinance was drafted which required Historic Seattle to:

1. "Expend the sum of not less than \$45,000 to develop a plan for
 - a. renovation of the upper floors of the Home of the Good Shepherd for public use; and
 - b. the feasibility of devoting part of the center to a major public space."
2. "For three years following the date of this agreement, Historic Seattle actively cooperate with organizations seeking to rehabilitate and preserve historic buildings, and will provide financial assistance where permitted by law. Historic Seattle will report to the City annually on the results of such cooperation."
3. "During the three years following the date of this agreement, Historic Seattle will spend a minimum of \$105,000 on a program of acquiring and renovating historic structures that are in danger of loss or destruction."

The City in turn agreed to accept the public access requirements in Historic Seattle deed to Commonwealth Partners. This ordinance was forwarded to the City Council on December 21, 1982, however, at the request of the Budget Office, it was tabled.

Summary of negotiations between Historic Seattle, Commonwealth Partners, and the City since January 1, 1983

The reason the Budget Office requested that the ordinance be tabled was that the attorney for Commonwealth Partners, upon seeing a copy of the proposed ordinance, called a staff person in the Budget Office and said that the ordinance didn't resolve what Commonwealth felt was one of the major problems, namely, the City retaining the right

of termination if any of the six covenants are violated. An immediate question that arises is why the owner's did not raise this issue sooner, since they had been aware of it since mid-1981. Since January there have been two meetings between Historic Seattle's attorney, the City of Seattle, and the attorney for Commonwealth Partners. In both meetings, the problem was discussed and Commonwealth's attorney proposed that the only resolution he could think of that would be satisfactory to his clients was for the City to quit-claim deed the right of termination.

LG/fk
11/14/83



Historic Seattle

Preservation and Development Authority

207½ First Avenue South Seattle, Washington 98104 (206) 622-6952

February 5, 1985

The Honorable Jeanette Williams
Seattle City Council
11th Floor, Municipal Building
Seattle, Washington 98104

Re: Commonwealth Partners '79D v. Historic Seattle
Preservation and Development Authority, et al.

Dear Councilmember Williams:

We are the Executive Committee of Historic Seattle Preservation and Development Authority, a public authority chartered by the City of Seattle in 1974. The City of Seattle and Historic Seattle are defendants in the above lawsuit that has been brought by the present owners of old Fire Station 25. A settlement proposal has been negotiated that would end this litigation on a basis that we believe is fair and represents sound public policy. We are writing to request your support for this settlement which is presently pending before the City Council.

Background

The City transferred Fire Station 25 to Historic Seattle in 1976. For more than three years, Historic Seattle attempted to find a purchaser for the fire station that would restore and preserve it in compliance with the City's transfer conditions. In 1980, Historic Seattle sold the property to Commonwealth Partners, which invested more than \$1 million in the property to bring it into code compliance, make the structure watertight and convert it to apartments. The renovation was approved by the Landmarks Preservation Board and assisted by the City through its administration of a HUD 312 loan.

Subsequently, a question arose as to whether Historic Seattle had imposed the same transfer condition on Commonwealth Partners relating to public viewing of the fire station as the City had imposed on Historic Seattle in the original transfer. In 1983, Historic Seattle proposed a settlement to the City that would eliminate this issue. Settlement documents were prepared but never completed when Commonwealth Partners objected that the problem, from its perspective, involved both the public viewing issue and the remedy retained by the City to enforce its deed--the "power of termination."

HISTORIC SEATTLE Preservation and Development Authority was established in 1974 as "a legal entity through which citizens may participate... in the preservation and enhancement of the historic heritage of the city of Seattle for the mutual pride and enjoyment of all citizens, and the creation of a more liveable environment."

The Honorable Jeanette Williams
February 5, 1985
Page Two

Further negotiations followed over the next year. In early 1984, Historic Seattle again wrote to the City suggesting a settlement that would permit it to eliminate the claims Commonwealth Partners was making. No action was taken on this proposal.

Frustrated by the seeming impossibility of finding a solution to the clouded title of its property, Commonwealth Partners filed the above-referenced case on July 11, 1984. Since then Historic Seattle has worked with representatives of Commonwealth Partners and the Law Department to try again to construct a settlement that would avoid the expense of litigation, the probable elimination of Historic Seattle, and some not insubstantial exposure to the City. The settlement now pending before the Council is the product of those ultimately successful negotiations.

Reasons for Council Approval of the Proposed Settlement

We urge you and the Council to approve the settlement for the following five reasons:

1. The City Will Avoid the Possibility of Direct Financial Loss. At this stage in the litigation, the likelihood that the City would suffer an adverse judgment is difficult to assess. The possibility, however, does exist. Although no party to this controversy has retained the experts necessary to provide a damage assessment, we believe any damage award could be substantial.

2. The City Will Not Give Up Anything Significant in the Settlement. The settlement proposal does not require the City to pay damages. The proposed deed modifications change only the definition of public viewing conditions and the enforcement remedy.

The change in public viewing conditions may actually be an improvement. Instead of a regular and frequent right of public viewing, the City will have guaranteed rights three times per year with the right to bring up to 75 people on the property once a year. Since the public viewing right has almost never been

The Honorable Jeanette Williams
February 5, 1985
Page Three

utilized, this change will make little difference. If anything, it will improve the City's position, since the most likely possibility for public viewing requests is tour groups. We do not believe a 75-person tour group would be permitted under the current deed.

The second change modifies the remedy mechanism of the deed. The City's powers of enforcement will be exercised as the owner of an easement rather than as the holder of a power of termination. We believe that the practical effect of this change, though important to the marketability of the property from Commonwealth Partners' point of view, is insignificant to the City.

3. The Settlement Will Save Historic Seattle From Probable Bankruptcy. If this litigation is not settled, its cost alone will consume a major portion of Historic Seattle's resources. A judgment against Historic Seattle, which seems likely if the case goes to trial, would almost certainly exceed all of Historic Seattle's assets and push it into dissolution.

Historic Seattle is an important part of the City's historic preservation program through which nearly 150 citizens participate. We believe that it is strongly in the City's interest to ensure that Historic Seattle is not destroyed by litigation, particularly where the settlement requires only minor changes in the City's position and no payments.

4. A Failure to Settle Will Result in a Windfall of Public Funds to a Private Party. The converse of loss to Historic Seattle is gain to Commonwealth Partners. Any judgment obtained by Commonwealth Partners will mean cash taken from the public and paid to Commonwealth Partners. We do not believe that permitting Commonwealth Partners to take over the public's historic preservation assets would be a wise policy.

The Honorable Jeanette Williams
February 5, 1985
Page Four

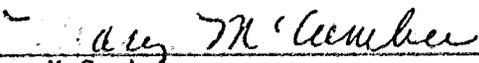
5. The City's Objectives in Its Fire Station 25 Transfer to Historic Seattle Have Been Satisfied. In 1975, the City concluded that Fire Station 25 was in danger of loss from deterioration and that it did not have the funds to restore and preserve the structure. The transfer to Historic Seattle was intended to ensure the fire station's preservation while ensuring public view for those who wished to see it. Both of these objectives have been accomplished and will continue to be in the future under the proposed settlement. Fire Station 25 is now unquestionably preserved and up to code. It will remain as a City landmark for years to come.

Public viewing rights on the exterior are unimpeded. To our knowledge, public viewing access to the interior has been requested once and has never been denied. Against this background of past use, the proposed settlement will provide ample public use rights for the future.

For these reasons, we respectfully request your support in securing approval of the proposed settlement. If you have any questions, please feel free to call any of us or our legal counsel, Charles Goldmark.

Sincerely yours,

HISTORIC SEATTLE PRESERVATION
AND DEVELOPMENT AUTHORITY

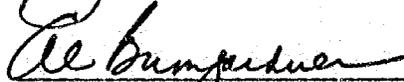


Mary McCumber

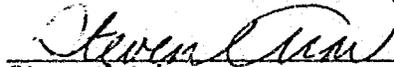
The Honorable Jeanette Williams
February 5, 1985
Page Five



Robert Holmes

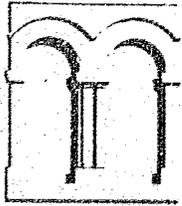


Al Bumgardner



Steve Arai

HS3:L2



Historic Seattle

Preservation and Development Authority

207 1/2 First Avenue South Seattle, Washington 98104 (206) 622-6952

March 15, 1985

The Honorable Jeanette Williams
Chair, City Operations Committee
Seattle City Council
11th Floor, Municipal Building
Seattle, Washington 98104

MAR 15 1985

Re: Fire Station 25

Dear Councilmember Williams:

The Executive Committee of Historic Seattle and I would like to express our appreciation for the time you took from a busy schedule to meet with us to discuss Historic Seattle's long-range plans, its relationship to the City, the Home of the Good Shepherd, Martha Washington, and Fire Station 25. We are delighted at the dialogue that has been established and look forward to continuing it in the future.

Several comments during our meeting suggest that one matter of particular concern to you is Historic Seattle's role in the Martha Washington issue. As you know, our initial role in this matter was to actively pursue a way to preserve the buildings with the community, Park Department and City Council. Two years ago the City Council retained Historic Seattle to prepare a report on Martha Washington alternatives. Once this occurred we endeavored to confine our role to that of a consultant to define alternatives for the Council to resolve.

In view of your concerns, we have reflected again on our role with respect to the Martha Washington issue. You should be assured that in the future we will act solely as the Council's consultant and at the Council's direction.

One item from our meeting that is of particular concern to us is the tentative scheduling of a hearing on the proposed settlement of the Fire Station 25 litigation. As you know, Commonwealth Partners sued the City of Seattle, Historic Seattle and other parties in June 1984, seeking damages arising out of the deeds to that Fire Station. Although the total damages sought were not specified, Historic Seattle believes they could be substantial since the marketability of an expensive project is

The Honorable Jeanette Williams
March 15, 1985
Page Two

involved. Even if damages are not considered, the cost of litigating a suit such as this will be a substantial burden to Historic Seattle and the City.

At the time this suit was filed, Commonwealth Partners began to press it as vigorously as possible. The City and Historic Seattle were successful in delaying discovery and the setting of a trial date only through representations that settlement would proceed promptly.

We are extremely concerned that delaying a hearing on the Fire Station 25 ordinance until Martha Washington is resolved will cause the litigation to begin again. This will be expensive to Historic Seattle and, we believe, burdensome and costly to the City.

We believe that both the City and Historic Seattle would benefit from an early settlement of the Fire Station 25 suit. We hope that our clarification of Historic Seattle's role with respect to Martha Washington resolves your concerns and will permit scheduling a hearing on the proposed settlement as soon as possible.

Thank you again for your time and patient consideration.

Sincerely yours,

HISTORIC SEATTLE PRESERVATION
AND DEVELOPMENT AUTHORITY

Mary McCumber
Mary McCumber

HS6:L1

LAW OFFICES OF
WICKWIRE, LEWIS, GOLDMARK
& SCHORR

A PROFESSIONAL CORPORATION

March 19, 1985

500 MAYNARD BUILDING
SEATTLE, WASHINGTON 98104

(206) 622-9603
FACSIMILE (206) 623-5818

THOMAS J. BREWER
MOLLY E. BURKE
DAVID C. CROSBY
CHARLES A. GOLDMARK
JOHN W. HANLEY, JR.
KATHERINE HENDRICKS
SARAH B. IGNATIUS
B. GERALD JOHNSON
KEVIN F. KELLY
O. YALE LEWIS, JR.
WENDY F. LIEBOW
CHRISTOPHER O. OECHELI
GREGORY M. O'LEARY
JOHN W. PHILLIPS
JON M. SCHORR
JAMES WICKWIRE

COPY OF WITHIN RECEIVED

MAR 19 1985

HAND DELIVERED

Douglas N. Jewett
CITY ATTORNEY

Mr. Douglas N. Jewett
Seattle City Attorney
10th Floor, Municipal Building
Seattle, Washington 98104

Re: Commonwealth Partners '79D v. Historic Seattle
Preservation and Development Authority, The City
of Seattle, et al., King County Superior
Court No. 84-2-08832-0

Dear Doug:

I am writing to seek your assistance in the settlement of this case.

Commonwealth Partners filed this lawsuit last July seeking damages on a variety of theories arising out of its 1979 purchase of Fire Station 25 from Historic Seattle. The case is being handled by a litigation partner at Perkins, Coie who gives every indication of pressing it vigorously if it is not resolved.

After the defendants' answers were filed in September 1984, settlement discussions began. Commonwealth Partners agreed informally not to begin discovery or move for an early trial date so long as satisfactory movement toward settlement continued.

Extended negotiations were carried out among attorneys for Commonwealth Partners, your staff and myself that ultimately resulted in a proposed settlement structure and an implementing ordinance. The proposed settlement package was forwarded to the City Council on December 19, 1984.

Three months have now elapsed. There have been some very informative discussions of the Fire Station 25 problem

Mr. Douglas N. Jewett
March 19, 1985
Page Two

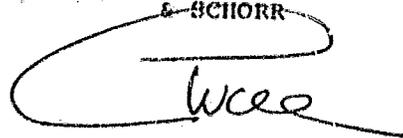
with Councilmembers and a site tour. Unfortunately, the Council has not held a hearing on the proposed ordinance or taken any other formal steps toward settlement of this litigation.

I am extremely concerned that this delay will trigger a resumption of the lawsuit and create settlement costs for Historic Seattle and the City where none presently exist. Resumption of the litigation will impose a substantial defense expense on Historic Seattle that so far it has been able to avoid. Historic Seattle also believes that further litigation will cause Commonwealth Partners to request payment of its attorney fees as part of any settlement. Delay thus risks a double drain on public funds.

This case should be settled now before any further public expense is incurred. The settlement is fair and preserves the public's essential interests. Any assistance you can give or suggestions you could make as how settlement can be completed quickly would be greatly appreciated.

Sincerely yours,

WICKWIRE, LEWIS, GOLDMARK
& SCHORR



Charles A. Goldmark

CAG:rh

Seattle City Council

March 27, 1985



Norman B. Rice
President of the City Council
625-2436

George E. Benson
Chair
Transportation Committee
625-2441

Virginia Galle
Chair
Environmental Management
Committee
625-2445

Michael Hildt
Chair
Energy Committee
625-2443

Paul Kraabel
Chair
Urban Redevelopment
Committee and Public
Safety Committee
625-2447

Dolores Sibonga
Chair
Finance Committee
625-2451

Sam Smith
Chair
Housing, Recreation &
Human Services Committee
625-2455

Jim Street
Chair
Land Use Committee
625-2438

Jeanette Williams
Chair
City Operations Committee
625-2453

Mary McCumber, Chair
Historic Seattle Preservation and
Development Authority
207 1/2 First Avenue South
Seattle, WA 98104

Dear Ms. McCumber:

Please be advised that the Council's City Operations Committee will discuss the proposed legislation (Council Bill 104696) authorizing an agreement relating to Fire Station 25 and Commonwealth Partners '790 v. Historic Seattle, et al., King County Cause No. 84-2-08832-0.

The discussion will be held by the Committee at its regular meeting on Wednesday, May 1, 1985 in the City Council Chambers. The meeting will begin at 2:00 p.m.

It would be helpful if you or your representative would attend the meeting to advise the Committee of your recommendations on the legislation and to answer questions which may arise. I am also requesting that the City Attorney attend the meeting since the legislation was prepared and is recommended to be passed by his office.

I intend to propose that the Committee vote on the legislation at the May 1 meeting and make a recommendation to the full Council.

I appreciate the time that you and other members of the executive board took to meet with me on March 12. I hope that meeting marks the beginning of more frequent dialogue between Historic Seattle and the City Council.

Sincerely,

Jeanette Williams, Chair
City Operations Committee
Seattle City Council

JW:gm

cc: Douglas N. Jewett
Seattle City Attorney

Seattle City Council



March 26, 1985

Norman B. Rice
President of the City Council
625-2436

George E. Benson
Chair
Transportation Committee
625-2441

Virginia Galle
Chair
Environmental Management
Committee
625-2445

Michael Hildt
Chair
Energy Committee
625-2443

Paul Kraabel
Chair
Urban Redevelopment
Committee and Public
Safety Committee
625-2447

Dolores Sibonga
Chair
Finance Committee
625-2451

Sam Smith
Chair
Housing, Recreation &
Human Services Committee
625-2455

Jim Street
Chair
Land Use Committee
625-2438

Jeanette Williams
Chair
City Operations Committee
625-2453

Douglas N. Jewett
City Attorney
City of Seattle

Dear Mr. Jewett:

I wish to confirm with you that the City Operations Committee will discuss the proposed legislation (Council Bill 104696) authorizing an agreement relating to Fire Station 25 and Commonwealth Partners '790 v. Historic Seattle, et al., King County Cause No. 84-2-08832-0.

The discussion will be held by the Committee at its regular meeting on Wednesday, May 1, 1985 in the City Council Chambers. The meeting will begin at 2:00 p.m.

I request that you or a representative of your office attend the meeting for the purpose of briefing the Committee on the legislation and to answer questions which the Committee may have.

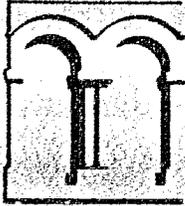
Thank you for your assistance.

Sincerely,

Jeanette Williams, Chair
City Operations Committee
Seattle City Council

JW:gm

cc: Mary McCumber, Chair
Historic Seattle



Historic Seattle

Preservation and Development Authority

207 1/2 First Avenue South Seattle, Washington 98104 (206) 822-6952

MEMORANDUM

FEB 25 1985

TO: Those Attending
FROM: Al Elliott
RE: Tour of Old Fire Station #25
DATE: 2/22/85

Time: The tour will be on Wednesday, February 27th at 3:30 p.m.

Place: East Union Street and Harvard Avenue East (one block west of Broadway on Union). We will meet in front of the building.

Those Attending: City Councilmember Jeanette Williams
City Councilmember Dolores Sibonga
City Councilmember Virginia Galle
Mary McCumber, Chairperson, HSPDA
John King - Commonwealth Pacific
Ron Murphy - Architect for the building's restoration
Al Elliott - Historic Seattle

City of Seattle

ORDINANCE 112262

AN ORDINANCE authorizing a settlement agreement, substitute Warranty Deed and release of power of termination for Fire Station 25 and accepting an easement for public viewing as part of a settlement of Commonwealth Partners '79D v. Historic Seattle, et al., King County Case No. 84-2-08832-0.

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. That as recommended by the City Attorney in the attachments hereto, the Mayor is authorized to execute and the City Comptroller to attest the Substitute Warranty Deed Reserving Easement for former Fire Station 25, substantially in the form attached hereto as Exhibit "A" to replace the deed authorized by Ordinance 105195, to execute the Settlement, Release of all Claims and Release of Power of Termination substantially in the form attached hereto as Exhibit "B" and to deliver said instruments to Historic Seattle and to Commonwealth Partners '79D as part of a settlement of Commonwealth Partners '79D v. Historic Seattle, et al., King County Case No. 84-2-08832-0.

Section 2. That the joint easement agreement executed by Commonwealth Partners '79D and Historic Seattle Preservation and Development Authority in the form attached hereto as Exhibit "C" whereby the City is granted certain rights to enter former Fire Station 25 for the purpose of studying, viewing, photographing and otherwise enjoying the historically significant features of the premises is hereby accepted, and the easement is placed under the jurisdiction of the Department of Community Development.

Section 3. 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 this 6th day of May, 1985,
and signed by me in open session in authentication of its passage this 6th day of

May, 1985. *[Signature]*
City Clerk of the City Council.

Approved by me this 11th day of May, 1985.
[Signature]
Mayor.

Filed by me this 11th day of May, 1985.

[Signature]
APPRO: City Comptroller and City Clerk.

(SEAL)

By: *[Signature]*
Deputy Clerk.

Publication ordered by HISEHILL, Comptroller and City Clerk
Date of official publication in Daily Journal of Commerce, Seattle, May 27, 1985. (C-450)

C-650

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. 112268

was published on May 23, 1985

E. Dieter

Subscribed and sworn to before me on
May 23, 1985

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

ORD. 112303

THE CITY OF SEATTLE
LAW DEPARTMENT
MUNICIPAL BUILDING - SEATTLE, WASHINGTON 98104
AREA CODE 206 TELEPHONE 625-2402
DOUGLAS N. JEWETT, CITY ATTORNEY
January 29, 1986

FILED
CITY OF SEATTLE
1986 JAN 30 AM 10:49
COMPTROLLER AND CITY CLERK

Gregory Dudiak
Book Publishing Company
201 Westlake Avenue North
Seattle, WA 98109

Re: Seattle Municipal Code

Dear Gregory:

This letter is in response to your letter of January 24, 1986.

1. (a) Please correct the typographical error appearing in Ordinance 112303, page 30, line 24/25. The reference to "Section 49.04" should be "Section 4904."
- (b) Please include editor's note after Section 23.49.040 stating that Section 4904 of the Seattle Building Code is included in the document adopted in SMC Section 22.100.010.
2. Please correct the typographical error of omitted language appearing in Ordinance 112519, Section 12, page 16, line 19/20. Between the lines with the language "shown on Map III B" and "Performing arts theatre", insert the following language:

Short term parking 2 200 parking spaces
below grade, in areas
shown on Map III B

Thank you for your attention to these matters.

Very truly yours,
DOUGLAS N. JEWETT
City Attorney

MAK:bb
cc: James Fearn
Don Stout
Guy Fletcher
Dorothy McFarlin

by ANN KELSON
Paralegal