

ORDINANCE No. 114390

COUNCIL BILL No. 107172

AN ORDINANCE relating to the Department of Parks and Recreation; authorizing and approving an agreement for the acquisition of certain property commonly known as Piers 62 and 63 in exchange for certain property rights in Pier 57 and cash consideration; transferring certain bond covenants in connection therewith; authorizing a Memorandum of Understanding between the Port of Seattle and the Department of Natural Resources, and making an appropriation from the Cumulative Reserve Fund therefor.

*Land Department*

# The City of Seattle - Legislative

## REPORT OF COMMITTEE

*W.P.*

Honorable President:

Your Committee on \_\_\_\_\_

to which was referred the within Council Bill No. \_\_\_\_\_ report that we have considered the same and respectfully recommend that

COMPTROLLER FILE No. \_\_\_\_\_

Introduced: <i>Feb 14, 1989</i>	By: <i>Knaebel</i>
Referred: <i>Feb 14, 1989</i>	To: <i>Comm. of the Whole</i>
Referred:	To:
Referred:	To:
Reported: <i>FEB 27 1989</i>	Second Reading: <i>FEB 27 1989</i>
Third Reading: <i>FEB 27 1989</i>	Signed: <i>FEB 27 1989</i>
Presented to Mayor: <i>FEB 28 1989</i>	Approved: <i>MAR 7 1989</i>
Returned to City Clerk: <i>MAR 7 1989</i>	Published:
Vetoed by Mayor:	Veto Published:
Passed over Veto:	Veto Sustained:

*OK*

\_\_\_\_\_  
Committee Chair

MPM:et  
2/8/89  
7:ORD2

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ORDINANCE 114390

AN ORDINANCE relating to the Department of Parks and Recreation; authorizing and approving an agreement for and acquisition of certain property commonly known as Piers 62 and 63 in exchange for certain property rights in Pier 57 and cash consideration; transferring certain bond covenants in connection therewith; authorizing a Memorandum of Understanding between the Port of Seattle and the Department of Natural Resources, and making an appropriation from the Cumulative Reserve Fund therefor.

WHEREAS, certain property commonly known as Pier 57 and more particularly described below was acquired by the City pursuant to Ordinance 99471 and by the Forward Thrust Bond proceeds pursuant to King County Resolution 34571, Section 3(F)(5) for park, recreation and open space purposes; and

WHEREAS, the City desires to acquire certain property commonly known as Piers 62 and 63 and more particularly described below for park, recreation and open space purposes and the owners desire to sell said property in exchange for \$3.8 million and transfer of ownership of Pier 57; and

WHEREAS, the City has determined that the value of the property and property rights to be received by the City from the acquisition of Piers 62 and 63 is equivalent to the value of the property and property rights to be conveyed and the cash to be paid by the City; and

WHEREAS, the City has determined that the property and property rights to Piers 62 and 63 are comparable and equivalent to those in Pier 57 for park, recreation and open space purposes and thereby constitute "equivalent land and facilities"; and

WHEREAS, the Mayor and owners of Piers 62 and 63 have agreed, among other matters, to the conveyance of Pier 57 for Piers 62 and 63 and settlement of certain other claims between the parties and such agreement is contingent upon approval and ratification by the City Council; and

WHEREAS, an essential part of the consideration for the Agreement and conveyance of the Piers 62 and 63 Properties is agreement by the Department of Natural Resources for the State of Washington ("DNR") to execute a new 30 year Harbor Area lease for Pier 57 which would include, among other things, terms assuring that any new improvements constructed upon Pier 57 by the leasee would remain the leasee's property insofar as rent calculation for a certain period of time; and

WHEREAS, the DNR has expressed a willingness to enter into such a lease in order to assist the City in acquiring Piers 62 and 63, on the condition that the City enter into a memorandum of understanding concerning development of a short stay moorage facility on the central waterfront; and

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WHEREAS, those certain 1968 Forward Thrust Bond conditions and covenants encumbering the City's Pier 57 pursuant to King County Resolution 34571 must be transferred to the Piers 62 and 63 Properties; Now, Therefore,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. As requested by the Superintendent of Parks and Recreation and Director of Community Development and recommended by the Mayor in the materials attached hereto, the Agreement attached hereto and labeled as Exhibit "A", which has been executed by the Mayor but the effectiveness thereof has made expressly contingent upon approval by the City Council, is hereby ratified and confirmed.

Section 2. The Mayor and the City Comptroller are hereby authorized and directed pursuant to said Agreement, for and on behalf of the City of Seattle, to execute and deliver a warranty deed substantially in the form attached and labeled as Exhibit "B" to the following described real property and property rights located in King County, Washington and commonly known as Pier 57; to wit:

THAT PORTION OF BLOCK 176, OF THE SUPPLEMENTAL PLAT OF SEATTLE TIDE LANDS, IN KING COUNTY, WASHINGTON, AS SHOWN ON THE OFFICIAL MAPS OF FILE IN THE OFFICE OF THE COMMISSIONER OF PUBLIC LANDS AT OLYMPIA, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 485.941 FEET SOUTH 25 DEGREES 21'48" EAST FROM A POINT ON SAID TIDE LAND PLAT MARKED "POINT 81" ON REPLAT OF SEATTLE TIDE LANDS; THENCE SOUTH 25 DEGREES 41'48" EAST ALONG INNER HARBOR LINE 159.306 FEET; THENCE DUE EAST TO THE WESTERLY LINE OF RAILROAD AVENUE IN SAID REPLAT; THENCE NORTH 31 DEGREES 45'10" WEST ALONG SAID WESTERLY LINE OF RAILROAD AVENUE TO A POINT DIRECTLY EAST FROM THE POINT OF BEGINNING; THENCE DUE WEST TO THE INNER HARBOR LINE AND POINT OF BEGINNING (SAME BEING A PORTION OF LOT 10 AND ALL OF LOTS 11 AND 12, BLOCK 176, SEATTLE TIDE LANDS SUPPLEMENTAL PLAT); EXCEPT THAT PORTION THEREOF LYING WITHIN UNIVERSITY STREET;

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TOGETHER WITH THAT PORTION OF THE VACATED NORTHERLY 20 FEET IN WIDTH OF UNIVERSITY STREET (AS VACATED BY ORDINANCE NUMBER 4907) ADJOINING LOT 12, BLOCK 176 OF THE SUPPLEMENTAL PLAT OF SEATTLE TIDE LANDS AND LYING BETWEEN THE WESTERLY LINE OF ALASKAN WAY (FORMERLY RAILROAD AVENUE, AS PLATED 100 FEET IN WIDTH IN SAID SUPPLEMENTAL PLAT) AND THE INNER HARBOR LINE; AND

ALSO, TOGETHER WITH THE PORTION OF THE HARBOR AREA ADJOINING, LYING BETWEEN THE WESTERLY PROLONGATION OF THE NORTH AND SOUTH LINES OF THE ABOVE DESCRIBED TRACT AND LYING EASTERLY OF OUTER HARBOR LINE.

In exchange for conveyance of Pier 57, the Mayor is authorized to accept by warranty deed substantially in the form attached and labeled Exhibit "C" to the following described real property and property rights located in King County, Washington and commonly known as Piers 62 and 63; to wit:

PARCEL A:

LOTS 1 TO 5, INCLUSIVE, AND THE NORTH HALF OF LOT 6, BLOCK 173, SEATTLE TIDE LANDS, IN KING COUNTY, WASHINGTON.

PARCEL B:

ALL HARBOR AREA IN FRONT OF LOTS 1, 2, 3, 4 AND 5 AND THE NORTH HALF OF LOT 6, BLOCK 173, SEATTLE TIDE LANDS, IN KING COUNTY, WASHINGTON, AND BOUNDED BY THE INNER AND OUTER LINES AND THE PRODUCED SIDE LINES OF SAID PORTION OF SAID BLOCK 173.

Upon said conveyance of Pier 57 and the acquisition of Piers 62 and 63, the covenants and conditions encumbering the Pier 57 property established by King County Resolution 34571 (Forward Thrust) are transferred to and impressed upon the Piers 62 and 63 property and said latter real property has been found and is hereby declared to be "equivalent lands and facilities" and suitable for the transfer of said encumbrances and the public trust associated therewith.

Section 3. As part of the consideration for the acquisition of Piers 62 and 63, the Mayor and Comptroller are further authorized to make payment to the owners of said Piers in the

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amount of Three Million Eight Hundred Thousand Dollars (\$3,800,000.00). For purposes of paying said amount the sum of Three Million Eight Hundred Thousand Dollars (\$3,800,000.00) is hereby appropriated from the Cumulative Reserve Fund and the City Comptroller is authorized to draw and the City Treasurer to pay the necessary warrants.

Section 4. Upon execution of a new lease by the Washington State Department of Natural Resources ("DNR") for Pier 57, consistent with the limitations previously described, the Mayor is further authorized, on behalf of the City, to execute a Memorandum of Understanding among the Port of Seattle, DNR and the City substantially in the form attached and labeled Exhibit "D".

Section 5. Execution of any of the agreements authorized herein or any other act consistent with the authority and prior to the effective date of this ordinance are hereby ratified and confirmed.

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(To be used for all Ordinances except Emergency.)

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Section <sup>6</sup>..... 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 27<sup>th</sup> day of February, 1989, and signed by me in open session in authentication of its passage this 27<sup>th</sup> day of February, 1989.

Approved by me this 7<sup>th</sup> day of March, 1989.  
Charles Perin Mayor.

Filed by me this 7<sup>th</sup> day of March, 1989.

Attest: Howard J. Brooks  
City Comptroller and City Clerk.

(SEAL)

Published.....

By Theresa Dunbar  
Deputy Clerk.

RECEIVED THIS DAY

FILED  
CITY OF SEATTLE

MAY 15 2 31 PM '89

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BY THE DIVISION OF  
RECORDS & EVIDENCE  
KING COUNTY

ASSIGNMENT OF LEASE (PIERS 62-63)  
COMPTROLLER AND CLERK

8905151059

Filed by Chicago Title Insurance Co.

Ref. # 152070-6

FOR VALUE RECEIVED, BAY DEVELOPMENT COMPANY hereby assigns that certain Lease No. 2298, dated May 12, 1989/1974 (the "Lease") between the Washington State Department of Natural Resources (the "Department") as Lessor, and the BAY DEVELOPMENT COMPANY ("Lessee"), covering those certain premises situated in the County of King, State of Washington, legally described in Exhibit A (the "Property") and all right, title and interest in, to and under the Lease, to the CITY OF SEATTLE (the "Assignee").

In consideration of this assignment of the consent of the Department, the undersigned Lessee and Assignee agree as follows:

1. The Assignee hereby assumes and agrees to make all the payments required under the Lease, and to do, perform and be bound by all covenants, conditions, terms, stipulations, and agreements in the Lease binding upon the Lessee on or after the effective date of this assignment;
2. The Assignment shall not modify any of the terms and conditions of the Lease except as provided in paragraph 7 below;
3. The Assignment shall not preclude the Department from exercising its right to consent to any further assignment of the Lease;
4. The Assignment shall be binding upon and inure to the benefit of the successors, assignees, personal representatives, heirs and legatees of all the respective parties hereto;

The Assignment shall be effective as of the 15<sup>th</sup> day of MAY, 1989;

6. Upon execution of this Assignment, and the Department's consent thereto, Lessee hereby releases, waives and relinquishes all claims, rights of action, and liabilities which Lessee may now have or which may arise in the future, whether known or unknown, arising out of or in connection with the Lease, Lessee's use and occupancy of the Property under the Lease, or Lessee's negotiation for a new lease. The Department, through its consent to this Assignment, hereby releases Lessee from future liability that may be incurred under the Lease from and after the effective date of the Assignment, including but not limited to any claim for retroactive rent increases asserted by the Department and unbilled as of closing. Lessee and the Department shall execute and cause to be entered a stipulated order of dismissal in the form attached hereto as Exhibit B, which shall dismiss with prejudice the action noted therein relating to prior disputes under the Lease, as well as other disputes;

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7. The Assignee agrees to pay \$1.75 million toward a public moorage project at Piers 64 and 65 pursuant to the terms of a Moorage Agreement between Assignee, the Department, and the Port of Seattle. Assignee's agreement to pay this money toward the public moorage facility is a material consideration for the Department's consent to this assignment. Failure of the Assignee to pay this money in a timely fashion will constitute grounds for the termination of the Lease by the Department. Assignee also agrees that in the event the Lease is terminated for Assignee's failure to contribute \$1.75 million toward the public moorage project, Assignee will grant the Department an easement, in a form satisfactory to the Department, across Assignee's tideland to the state-owned harbor area.

Lessee:

BAY DEVELOPMENT COMPANY

By

Hal E. Griffith, Jr.  
HAL E. GRIFFITH, Jr.  
Its General Partner  
Date 5-15-89

By Razore Enterprises, Inc.  
General Partner

Warren J. Razore  
WARREN J. RAZORE  
Its Vice President  
Date 5-15-89

Assignee:

THE CITY OF SEATTLE

By

Charles Royer  
Charles Royer  
Mayor

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CONSENT TO ASSIGNMENT

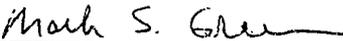
The Department consents to the assignment of the above-mentioned Lease unto the CITY OF SEATTLE upon the express conditions contained in said assignment. No further assignment of said lease or subletting of said premises or any part thereof shall be made without the written consent of the Department as required under the Lease. The Department confirms that, to the best of its knowledge, Lessee is in good standing under the Lease, is not in default under the Lease, and the Department has no present knowledge of any facts or events which, with the passage of time or giving of notice thereof, would constitute a default thereunder.

8905151059

STATE OF WASHINGTON  
DEPARTMENT OF NATURAL RESOURCES

By:   
Title: \_\_\_\_\_  
Date: May 22, 1989

Approved as to Form:

  
Assistant Attorney General  
Date: 4/10/89

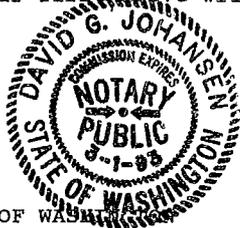
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STATE OF WASHINGTON )  
 ) SS.  
COUNTY OF KING )

On this 5<sup>th</sup> day of May, 1989, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared HAL E. GRIFFITH, JR., to me known to be the General Partner of BAY DEVELOPMENT COMPANY, a Washington partnership, the partnership that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute the said instrument.

WITNESS MY HAND AND OFFICIAL SEAL hereto affixed the day and year first above written.



David Johansen  
NOTARY PUBLIC in and for the  
State of Washington, residing  
at Seattle.  
My commission expires 3/1/93.

STATE OF WASHINGTON )  
 ) SS.  
COUNTY OF KING )

On this 5<sup>th</sup> day of May, 1989, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Warren Paxon, to me known to be the President of RAZORE ENTERPRISES, INC., a Washington corporation, to me known to be the General Partner of Bay Development Company, the Washington partnership that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said partnership, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute the said instrument.

WITNESS MY HAND AND OFFICIAL SEAL hereto affixed the day and year first above written.



David Johansen  
NOTARY PUBLIC in and for the  
State of Washington, residing  
at Seattle.  
My commission expires 3/1/93.

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STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KING )

On this 1<sup>st</sup> day of MAY, 1989, 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, a municipal corporation, the corporation that executed the 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.

WITNESS MY HAND AND OFFICIAL SEAL hereto affixed the day and year first above written.



Steven Rovig  
NOTARY PUBLIC in and for the  
State of Washington, residing  
at SEATTLE.  
My commission expires 12-1-92.

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KING )

On this 12<sup>th</sup> day of May, 1989, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared BRIAN J. BOYLE, to me known to be the Commissioner of Public Lands of the STATE OF WASHINGTON DEPARTMENT OF NATURAL RESOURCES, the agency that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said agency for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute the said instrument.

WITNESS MY HAND AND OFFICIAL SEAL hereto affixed the day and year first above written.

James P. McLeod  
NOTARY PUBLIC in and for the  
State of Washington, residing  
at Olympia.  
My commission expires 2/1/92.

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A.L.T.A. COMMITMENT  
SCHEDULE A  
(Continued)

Our No. 152070  
Your No.

Exhibit A

X

~~PARCEL A:~~

~~LOTS 1 THROUGH 5, INCLUSIVE, AND THE NORTH HALF OF LOT 6, BLOCK 173, SUPPLEMENTAL PLAT OF SEATTLE TIDELANDS, IN KING COUNTY, WASHINGTON.~~

~~PARCEL B:~~

ALL THE HARBOR AREA LYING IN FRONT OF LOTS 1 THROUGH 5, INCLUSIVE, AND THE NORTH HALF OF LOT 6, BLOCK 173, SUPPLEMENTAL PLAT OF SEATTLE TIDELANDS, IN KING COUNTY, WASHINGTON, BEING BOUNDED BY THE INNER AND OUTER HARBOR LINES AND THE SIDE LINES OF SAID PORTION OF BLOCK 173 PRODUCED WESTERLY, ACROSS THE HARBOR AREA, TO THE OUTER HARBOR LINE, AS SHOWN ON THE OFFICIAL SUPPLEMENTAL MAPS OF SEATTLE TIDELANDS ON FILE IN THE OFFICE OF THE COMMISSIONER OF PUBLIC LANDS AT OLYMPIA, WASHINGTON.

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EXHIBIT D

PORT/CITY/DNR

MOORAGE AGREEMENT

*MOU DRAFT  
Adopted  
with 62/63  
Purchase Ordinance  
2/27/89  
(# 114 390)*

This memorandum of Understanding is executed this \_\_\_\_\_ day of \_\_\_\_\_, 1988, by the Washington Department of Natural Resources (DNR), acting through the Commissioner of Public Lands, the City of Seattle (City) acting through the Mayor of Seattle and the President of the City Council, and the Port of Seattle (Port) acting through the President of the Port Commission.

WHEREAS, the DNR, the City and the Port, on the 11th day of September, 1987, executed a general Memorandum of Understanding stating the intent to work together to establish policies and objectives for development of the Harborfront, and specifically to develop an implementation strategy for a multi-use public moorage facility between Piers 63 and 66;

WHEREAS, senior staff from each agency have been meeting periodically since September, 1987 to outline principles of development for a moorage facility and to identify a funding strategy; and

WHEREAS, the City and the Port have received consultant reports which analyze preliminary design concepts and estimated costs of a moorage facility; and

WHEREAS, the City with the help of a private consultant has completed a moorage study which identifies a significant demand for transient recreational moorage on the Seattle central waterfront; and

WHEREAS, the City is negotiating to acquire Piers 62/63 from private owners for public uses which may include expansion of the Seattle Aquarium and development of a maritime center; and

WHEREAS, the DNR and the Port are finalizing a Port Management Agreement for all property eligible to be included in such an agreement; and

WHEREAS, the Port Commission is scheduled to consider during 1988 the future use and possible redevelopment of its properties on the Harborfront; and

WHEREAS, the City Council is scheduled to act on the Mayor's Recommended Harborfront Public Improvement Plan and proposal for a special levy by June, 1988; and

WHEREAS, the Parties recognize the desirability of locating a public moorage facility in the area between Piers 63 and 66;

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NOW THEREFORE, the Parties agree to the following funding principles and courses of action to achieve the development of a public moorage facility between Piers 63 and 66. The parties shall:

- Implement the phased development of a moorage facility which can be in operation by 1992.
- Agree to make equal contributions to a moorage facility as shown on Attachment A. Costs associated with the rehabilitation of Pier 66 and with the potential development of a one- or two-berth cruise ship terminal shall be borne by the Port.
- Agree to pursue the shared funding strategy and timeline as outlined in Attachment A and to make a good faith effort to seek both public and private funding as may be necessary to complete the project.
- Develop a design for a moorage facility based on the following concepts:
  - (a) a floating breakwater extending 700-800 lineal feet from Piers 62/63 to protect recreational and historic vessels and extending west to the degree sufficient to allow the Port to construct a second cruise ship berth without obstruction in the future;
  - (b) moorage capacity of up to 125 slips with the potential for a three-phased approach to development of moorage slips based on financial considerations and moorage demand information;
  - (c) moorage capacity for local historic and/or visiting vessels (e.g. research, naval, historic);
  - (d) public access to the water along the breakwater and at Lenora Street if security and management considerations permit;
  - (e) related facilities (e.g. harbormaster, restrooms) to be developed on site or in conjunction with the redevelopment of Piers 62/63; and
  - (f) consideration of future maintenance costs.
- Establish a City/Port design review committee.
- Recognize that cost estimates based on the design concept are preliminary and must be refined through the design process.
- Develop a written agreement on the final design and cost estimate which has the approval of all parties.
- Recognize the Port as manager of the design and construction process.
- Recognize the Port as manager for the moorage facility and agree that the Port may contract with outside entities for this function by mutual agreement with the City.
- Agree that prevailing market rates for transient moorage shall be charged and that revenues shall be applied to support administration and ongoing maintenance which is the responsibility of the Port. Any excess revenues will be directed to a major maintenance fund for the breakwater, moorage floats, and public access elements.

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- ° Agree that if revenues are not adequate to fund major maintenance, the City and the Port will share costs based on a formula to be determined in the design process and to be approved by the Port Commissioners and the City Council.
- ° Agree that the parties will reevaluate the funding strategy, design concept and feasibility of the project and may elect not to participate if
  - (a) the City fails to acquire Piers 62/63.
  - (b) used pontoons are not available for the floating breakwater.
  - (c) major potential sources of revenue which have been identified are not available.
  - (d) cost estimates based on final design exceed by ten percent (10%) the resources available for construction as presented by Attachment A.
  - (e) the final bids for construction exceed by ten percent (10%) the resources available as represented by Attachment A.

\_\_\_\_\_  
 Henry M. Aronson, President  
 Port of Seattle Commission

\_\_\_\_\_  
 Charles Royer, Mayor  
 City of Seattle

\_\_\_\_\_  
 Brian Boyle, Commissioner  
 Washington State Public Lands

\_\_\_\_\_  
 Sam Smith, President  
 Seattle City Council

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Attachment A

ESTIMATED RESOURCES FOR MOORAGE

Phase I - Breakwater (1988 - 1990)

05/88	DNR application for Ref. 215	\$ 750,000
09/88	Harborfront Levy (City)	1,200,000
07/89	City or Port application for Ref. 215	150,000
1990	Port contribution	<u>750,000</u>
	PHASE I TOTAL	\$ 2,850,000

Phase II - Moorage Floats/Public Access  
(1990 - 1992)

05/90	DNR application for Ref. 215/Aquatic Land Enhancement Fund	\$ 750,000
07/90	Port or City application for Ref. 215	150,000
	Port Contribution	750,000
1991	City Contribution (other)	<u>500,000</u>
	PHASE II TOTAL	\$ 2,150,000
	TOTAL	\$ 5,000,000

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Attachment B

TRANSIENT MOORAGE COST ESTIMATE

Breakwater (Phase I)

Floating Breakwater (Piers 62/63) 761' @ \$2050/ft. \$1,560,000

Baffle Wall Breakwater (Pier 66) 180' @ 2440/ft. 440,000

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Subtotal \$2,000,000

Contingency (15%) 300,000

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Subtotal \$2,300,000

Tax (8.1%) 186,300

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Subtotal \$2,486,300

Engineering and Administration (15%) 372,945

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Phase I Subtotal \$2,859,245

Inflated for 1988-1990 (3.9, 4.3, 4.9%) 3,250,324

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Moorage Floats (Phase II) \$ 939,250

Contingency (15%) 140,888

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Subtotal \$1,080,138

Tax (8.1%) 87,491

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Phase II Subtotal \$1,167,629

Engineering and Administration (15%) 175,144

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Subtotal \$1,342,773

Inflated Total for 1988-1992 (3.9, 4.3, 4.9, 5.1%) 1,686,100

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GRAND TOTAL/Breakwater/Floats \$ 4,936,424

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IN OPPOSITION TO  
RE: Purchase of Piers 62-63,  
and disposition of Pier 57.

2919 Mayfield Ave, North  
Seattle 98109

February 22, 1989

Dear Members of the City Council of Seattle,

You may be surprised that I oppose this transaction which is purported to obtain improved public shorelines property and access. For many years I have worked as an advocate for this, writing letters to the editor and having short articles published to inform the public of these rights. My case heard in the Washington Supreme Court, decided in 1987, known as "Caminiti v Boyle," established the Public Trust Doctrine in Washington, to affirm now an ancient common law protecting waters for uses of navigation, fisheries, and public recreation requiring waters. A second case, Orion v Washington, subsequently re-enforced that finding as state law.

My questions are as follows;

1. The Forward thrust bonds were a KING COUNTY ordinance, and the question I raise is whether the City can act independently in the disposition of Pier 57, purchased with such bonds, and transfer the remainder of the 40-year bond indebtedness to Piers 62-63?

Has the King County Administration or Council been asked about this and given a decision ?

2. What other Forward Thrust purchases have been subject to sale or trade in this manner ? If none have, then what precedent would the City Council establish for future sales of Forward Thrust properties (including lands) ?

3. At line 17 in the proposed ordinance appears the phrase -  
"thereby constitute equivalent land and facilities";

NO LAND is acquired at Piers 62-63. Rather the City would become a lessee of the DNR, state owned HARBOR Area beneath the piers. Such piers are not permanent structures, but rather are capable of decay and would probably be demolished to build an aquarium expansion.

The proposed ordinance is faulty in claiming that equivalent land is acquired by the City.

The only land is the tidelands at Pier 57, submerged land, Forward Thrust purchase to be relinquished by trade or sale.

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4. I wish to caution the City Council on the dubious economics of aquarium expansion, both for capital costs and annual maintenance and operations.

What impartial analysis has been made of the long-term costs versus revenues, based on past experiences at the Seattle Aquarium ?

Seattle is unique among cities of its size and tax base in having separately sited Zoo and Aquarium. This is not the usual practise here or abroad. From research documents then available to me\* I gave the City Council an analysis of such high costs imposed for aquarium or zoo operations on separate sites.

These ever-increasing costs will result in the expanded aquarium, as a tourist promotion enterprise, will need the funds also needed by Parks and Recreation Department's swimming pools, playfields, bike paths, and recreation facilities generally. Neighborhood recreation will suffer by loss of annual funding.

5. The proposed ordinance, at LINE 25, discusses the agreements with DNR, a Memorandum of Understanding, to develop a "short term stay moorage facility "on the central waterfront" with NO specificity as to where that moorage facility would be located; no mention is made that requires it to be at either Pier 57, 62, or 63. Why was this not made specific ?

6. The proposed ordinance, at LINE 21 and following, requires that the DNR execute a new 30 year lease for Pier 57, which could only be classified as an INTERIM USE.

My reading of WAC 332-30-109 regarding HARBOR AREAS and WAC332-30-115-5, defining INTERIM USES, and elsewhere\*\* on rental (lease) rates, would make this an illegal contract. (\*\* WAC 332-30-137).

7. There is an element of deceit in the City Administration's proposal to purchase piers 62 and 63. The voters of King County and the City, in separate bond issue proposals,

(\* Publications of American Association of Zoo Parks & Aquariums and the International Zoo Yearbook.)

repudiated the Aquarium renovation/expansion and the Harborfront funding. Yet the City administration would, in effect, go behind the back of the voters expressed wishes to initiate the project. The voters would certainly believe this to be duplicitous action, reducing faith in the good intentions and respect for their will by government.

8. Predictions of costs on Central Waterfront projects are always faulty, short of actual costs. Due to its siting on the Central Waterfront the existing Aquarium cost double the funds voted for it in 1968 to construct.

Two newspaper clippings here attached support the failure of Central Waterfront costs proposed (Pier 66 current - 1988 and past) and Pier 70 failing despite renovations.

The cost of a "prototypical" pier shed renovation are given in the Downtown Seattle Association's June 1988 Harborline Task Force report as \$183.54 per square foot.

But an aquarium is NOT a 'prototypical' development and the history of the new exhibits at the aquarium is one of vast cost over-runs.

9. The continued sales pitch given by those advocating increased "interim uses" on the central waterfront is that the constitutional mandate for "navigation and commerce" can be interpreted as commerce (hotels, shops, restaurants, etc.) separated from navigation.

The same pitch was made more than 165 years ago and settled for the waters of the United States (as Elliott Bay) by Chief Justice John Marshall in 1824. The case is the most notable of all interpreting the U.S. Constitution's Commerce Clause, and known as Gibbons v. Ogden. Washington was admitted to the Union on the 'equal footing doctrine', accepting U.S. federal law. I suggest that this be read. (9 Wheaton, 1 - 1824).

In part it states - "All America understands, and has uniformly understood, the word "commerce" to comprehend navigation. It was so understood, and must have been so understood, when the constitution was framed."

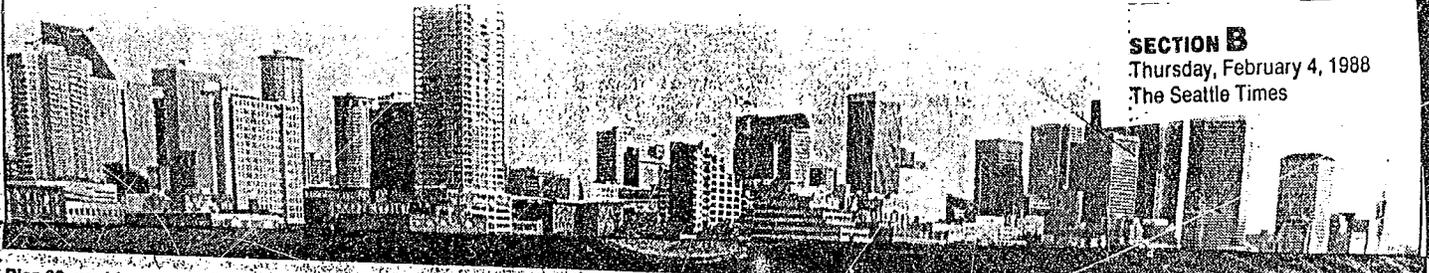
Thank you for your attention.

Sincerely,

*Benella Caminiti*  
Ms Benella Caminiti

CC Mr. Brian Boyle, Mrs Lois North  
Mr. Tim Hill Mrs Audrey Gruger

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Pier 66 would receive a little sprucing up from its present condition if the Port of Seattle goes ahead with plans to dock cruise ships there.

Seattle Times, 1906

# Terminal almost out of steam

## Port scales back its plans for swank cruise-ship dock

by Sylvia Nogaki  
Times business reporter

When Seattle port commissioners were dreaming about building a world-class cruise ship terminal a year ago, they envisioned something classy and comfortable for around \$3 million.

So they commissioned a study. Expecting class and comfort for \$3 million was a dream, the study said. Figure close to \$8 million for a terminal with one berth, \$13 million for a terminal with two.

The port scaled down its dream. And in the next few weeks, the port commission will be getting a rock-bottom estimate for a fix-up, clean-up job on the port transit shed at Pier 66, the site where they had hoped to put the new cruise-ship terminal.

The terminal will have no elevators, just ramps. No

escalators, just stairs. No carpeting, just indoor-outdoor floor covering, folding chairs, movable walls and portable potties.

It will be used only until the port figures out if more cruise ships are in its future. Only a dozen ships call in Seattle each year.

"Basically, it's a roof over our heads," says port development director Dan Dingfield.

The fix-up will come in at "far less" than the \$2 million or \$3 million the commission first hoped to spend, says Dingfield, who declined to release the exact cost before it is presented to the port commission. Besides the cost to fix the superstructure at Pier 66, the port has determined that pilings also will need work. That probably will cost several million dollars more.

Still, the port needs to consider the possibilities since the current cruise facility at Pier 28 — a temporary facility used to hold pallets of peas and lentils when it's not holding cruise passengers — may be needed by steamship customers by the 1989 cruise season.

Other changes may be brewing that could revive the vision of a world-class cruise terminal.

Seattle's dreams of cruise-ship calls have been thwarted largely by a federal law, the Passenger Service Act of 1896, prohibiting calls by foreign ships between U.S. ports. Since most of the cruise business Seattle would like to snag is bound for Alaska, some exception to federal law would have to be found.

Currently, most Alaska cruises from this region originate in Vancouver, B.C. This summer, Vancouver expects to handle 215 sailings. Since cruise business is among the most lucrative a port can have, such numbers make Seattle officials drool.

Seattle port officials have long tiptoed around issue of changing the law, or getting an exception. Seafaring unions strongly oppose the change, warning that it would be the kind of precedent that could lead to the unraveling of other, far more significant U.S. maritime law.

And, a few years ago, when the port seemed to be signaling its willingness to take up the fight, the effort

Please see **CRUISE** on B 3

## Port must decide if plan worth the fight

### CRUISE

Continued from Page B 1

suddenly died. Waterfront observers say the port didn't have sufficient political — and perhaps, economic — backing for the battle.

But now the Greater Seattle Chamber of Commerce and the city are sponsoring a study of the whole issue. Some believe it eventually may lead to a change in the law.

The study isn't "intended per se as a launching pad for legislative initiative," says Gary Severson, who chairs the technical advisory committee to the study task force. But, Severson acknowledges, the federal law "is the

single biggest inhibitor to expanded (cruise) activity in the U.S."

And there is a feeling in some quarters that the study could, indeed, provide the economic justification for a push to change the law.

"Getting a change is going to be politically very difficult," says one waterfront observer who declined to be identified. "Is it worth the fight is one of the big questions."

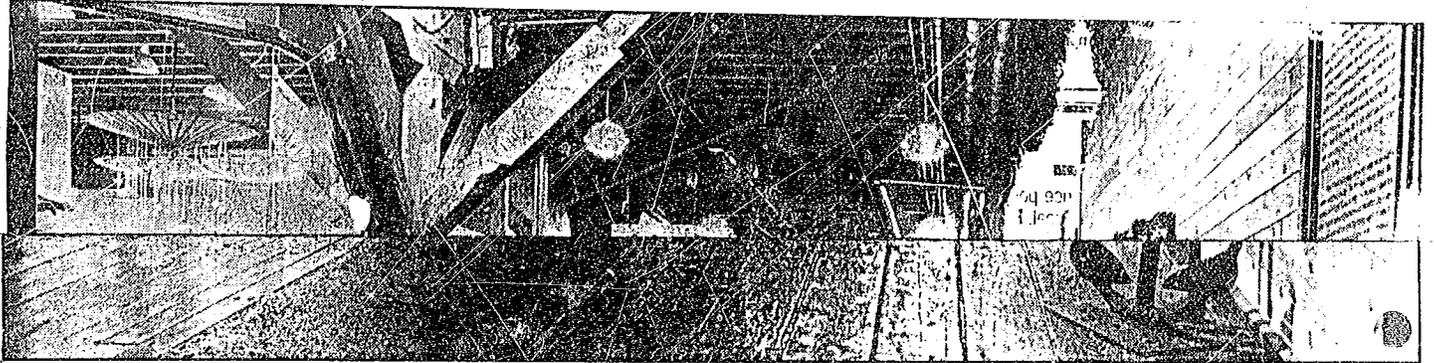
Besides the law, plenty of obstacles stand between Seattle and more cruise business, Severson says. Cruise passengers apparently prefer Vancouver to Seattle, so Seattle would need a marketing effort to sell the city. Vancouver is closer to Alaska than Seattle, so cruise ships would have a longer cruising time -- somewhere close

to an extra day — and less time in Alaska. And cruise lines, which already have established operations in Vancouver, might be reluctant to move.

"The question is, where do we go from here?" says port commissioner Jim Wright. Wright thinks \$8 million is too much to pay for a terminal if there's little likelihood of more than two dozen calls a year.

And he has a show-me attitude toward any move to change federal law, doubting that change will occur in the next five years, at a minimum. Even though there's local support, any change is extremely controversial on the national level, he says, observing, "After it moves out of our community, it gets real complicated real quick."

## On the waterfront



Pier 70 owners want to attract a major retailer that would bring in more customers. The waterfront mall is for sale again.

Richard A. Heyza / Seattle Times

# Customer shortage plagues Pier 70

by Svein Gilje  
Times business reporter

Pier 70, a small waterfront mall that has struggled for years to attract customer attention, is again up for sale — this time with nearly \$2 million in improvements poured into the property.

But its missing ingredient — as is the case in some other Seattle waterfront developments — is a major retailer or restaurant that can serve as the business locomotive to lure year-round crowds to Pier 70.

"It's very much a peanut gallery up and down the waterfront," acknowledged Dean Tonkin, whose Toucan Communications firm helps promote Pier 70 and the Old Spaghetti Factory building across Alaskan Way.

The two properties are owned by a California partnership headed by Leon Caldwell, a Los Angeles shopping center developer. Both are for sale for a total price of \$10 million, roughly \$800,000 below the appraised value, the owners say.

An earlier sale failed and the owners resumed control of the pier two years ago and began extensive renovation.

"We have worked hard to upgrade the property — new roof, siding, piling, partly new flooring and new signage

and lighting — and the pier is ready to move forward again. We have covered a lot of ground," said Judy Bexten, executive property manager for Pier 70 Properties.

Pier 70 also has sponsored a number of events and opened the pier for visiting naval and cruise ships.

Bexten said Caldwell wants to sell the properties because he has found it hard to be an absentee owner. She said the company is talking to nine prospective buyers.

Pier 70 has 51,580 square feet of retail space with a vacancy rate of 17.4 percent. More than two-thirds of the total vacant space of 8,960 square feet is a restaurant, at one time The Smuggler, that the owners hope to lease on a turnkey basis and negotiations are in progress, Bexten said. Two existing retail store tenants are expanding and will occupy some of the remaining vacant space. Overall it has 28 tenants, with four retail store vacancies plus the restaurant.

The Old Spaghetti Factory property, which has 5,700 square feet of office space available on the second floor, has a vacancy rate of 24.2 percent.

The pier now essentially has two major business attractions: Pier 1 Imports and the Top of the Pier Restaurant. Pier 1 has renovated, expanded and renewe-

mits lease; Top of the Pier has upgraded in the past three years, and the pier's parking area, most of it under cover, is being improved.

Merchants and Bexten agree that another major business would be just the ticket for Pier 70's success, but they differ on what that tenant should be.

Bexten says it could be a major restaurant or retailer. But Tom Staab, a partner in Top of the Pier and newly elected president of the Pier 70 Association Inc., consists of 17 merchants, does not think the pier needs another restaurant.

"We have three restaurants already, ours included, plus a sandwich place," Staab said. "What we probably need the most is a major retailer, something comparable to Nordstrom's Rack, that keeps the public here for shopping before or after they have visited one of the eating establishments."

Tonkin said an apparel shop, fish market or gourmet grocery would be desirable tenants.

"We have to target Queen Anne, Ballard and the Denny Regrade areas as our primary markets," Tonkin said. "Queen Anne alone has a population of 27,000. In

Please see **PIER 70** on E 3

**SECTION E**

Thursday, January 28, 1988  
The Seattle Times

## New major business seen as necessary

### PIER 70

Continued from E 1

Montana, that would be a major city."

Ren Haugland, a 14-year tenant on the pier, agreed that a major business is needed to bring in more foot traffic.

"Personally I can't complain," added Haugland, owner of Haugland Art Studio. "Last year was a very good year with gross sales over \$60,000. That's double my 1986 sales and I consider it good for a one-person shop with low overhead."

Haugland has built a customer following over the years with his caricatures, portraits, pen-and-ink drawings and oils. As a result he did very well in December, while other pier merchants suffered for lack of walk-in traffic.

Pier 70 asking rate for retail leases is \$14 a square foot, while office space on the top floor of the Old Spaghetti Factory would go for \$9 to \$12. However, keen competition for commercial tenants in the downtown area may "squeeze" those rates downward, a real-estate developer said.

Peter Steinbrueck  
1411 Fourth Avenue #1303  
Seattle, Washington 98101  
343-5189

Councilmember Paul Kraabel  
1100 Municipal Building  
Seattle, WA

February 22, 1989

Dear Paul:

I strongly support the City's acquisition of the waterfront piers 62 and 63. The exchange of \$3.8 million and pier 57 for the other piers sounds like a very equitable trade. The two piers amount to nearly two acres of open space. No where else downtown can land or open space be purchased at that low price. In fact, land in central downtown currently sells for about four times this amount.

I know that there are many other pressing community needs that are demanding City resources, and that waterfront improvements are very low on the Council's priority list at this time. However, this is a rare opportunity to acquire scarce and invaluable waterfront property (at a good price) for the permanent public benefit.

Many people are concerned about how these piers will be used in the future. State law requires that the shoreline serve principally water dependent uses. We must adhere to this. It is essential that the Council open the discussion of future uses for Piers 62 and 63 to broad public input.

Respectfully,

  
Peter Steinbrueck

cc.  
Mayor Charles Royer  
David Moseley

*P.S. The DLUTP Committee is going well  
so far!*

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February 16, 1989

Mr. Paul Kraabel  
Council Member  
City of Seattle  
1100 Municipal Building  
600 Fourth Avenue  
Seattle, Washington 98104

Dear Mr. Kraabel:

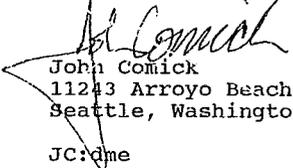
I strongly urge you to support the city's purchase of the two waterfront piers. This is a unique opportunity to improve our city. The voters of this city have spoken up loudly about their desire for more open space and what a better spot than on our downtown waterfront. Waterfront space such as this could be used and enjoyed by all of our citizens.

The downtown waterfront has been cut off from community access for long enough. If you were to take a survey of people on the streets, nine out of ten would say they live in Seattle because they are surrounded by beautiful mountains and an abundant amount of water.

Now is the time to provide more access to this water for the citizens of Seattle. Let this not be another opportunity that is studied to death and ultimately disappears because the lack of action. Purchase the piers while the opportunity is there.

Help make Seattle a more livable city while there is still an opportunity.

Sincerely,

  
John Comick  
11243 Arroyo Beach Pl. S.W.  
Seattle, Washington 98146

JC:dme

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# Waterfront Awareness

a non-profit corporation building public understanding and affection for the urban waterfront

February 21, 1989

Seattle City Council  
Municipal Building  
600 4th Avenue  
Seattle, WA 98104

Dear City Council Members:

The Waterfront Awareness Board of Director's would like to express its support for the City's proposal to acquire Seattle Waterfront Piers 62 and 63. Our organization was established in 1981 to build a public appreciation of the urban waterfront and of the importance of maritime affairs to our community. To further these goals, Waterfront Awareness has accomplished many projects and is currently developing a travelling maritime exhibit and historic vessel program for the state centennial.

During the past 3 summers we have constructed and operated the "Water Link" at pier 57. This temporary exhibit gave approximately 50,000 visitors per year a better understanding of our maritime heritage and a "taste" of how exciting a first class permanent maritime center could be. Our long term goal is to establish such a center that will contain interactive displays, house educational programs and serve as a focal point for the maritime community. Irrespective of where this a center is ultimately located, we feel the acquisition of piers 62 and 63 will further our organization's purposes, strengthen the character of the central waterfront and benefit the public in several ways:

- o The acquisition of these piers promotes the Harborfront Plan's concept of a public zone for improved public access.
- o It allows the enhancement of the Seattle Aquarium which is an invaluable civic resource.
- o It allows the development of public moorage and will serve as a setting for civic events and celebrations.
- o It provides the opportunity for a variety of interpretive and educational exhibits ranging from outdoor displays and temporary exhibits to a permanent maritime center. For example, why not preserve a portion of one of the structure's framework to illustrate how the warehouses were built and operated. We have indicated an interest in pursuing ideas for outdoor exhibits with the Department of Parks and Recreation.

---

2342 34th Avenue South  
Seattle, WA 98144  
Contact Scott Powell at (206) 543-0206

---

**Board of Directors**

Michael O. Bennett  
James A. Cole  
J.J. Dillon  
Everett W. Trout

Jim Aitken  
Don McCune  
Gwen Fraser  
Marc J. Hershman

Jan Kumasaka  
John Owen  
Fred Parrish  
Melissa Rohan

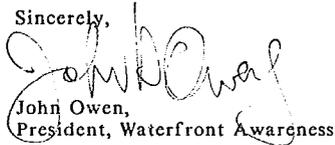
Mark Hewitt  
Ann Sandstrom  
Kristi Wallis  
Phil Killien

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Taken collectively, the features noted above will provide a focus for the waterfront and make it more accessible to the public. As our downtown grows, access to the waterfront will become even more precious. It is the one place, downtown, where one can still view the mountains and open waters and watch ships bound for distant ports. It is our window on the region and gateway to the Pacific Rim. The central waterfront also functions as our city's welcome mat, and the manner in which we care for it and celebrate its importance says a lot about the pride we take in our community as a whole.

Finally, we feel that a long term perspective should be taken on this issue. In a period when our city, particularly our downtown, is undergoing such rapid change it is natural to want to pull back, to restrict our vision to immediate short-term considerations. But this is a chance to benefit future generations; to give part of the waterfront back to our children and grandchildren. We urge you to take advantage of this opportunity.

Sincerely,

  
John Owen,  
President, Waterfront Awareness

JO/sb

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UNIVERSITY OF WASHINGTON  
SEATTLE, WASHINGTON 98195

*Institute for Marine Studies, HF-05*  
3707 Brooklyn Avenue N.E.

Telephone: (206) 543-7004  
TELEX: 4740096 UW U1  
FAX: (206) 543-4385

Presentation of Marc J. Hershman before City  
Council, City of Seattle, Feb. 22, 1989

I am Marc J. Hershman, a professor of marine studies and professor of law at the University of Washington. I am on the Boards of the Maritime Center and Waterfront Awareness, but I am speaking this evening in my individual capacity.

I support acquisition of Piers 62 and 63 because I believe the waterfront plan and the public use zone are sound concepts, and acquisition is the first step in making that plan a reality. The public zone which includes the space between the Aquarium and Pier 66, is least committed to existing uses, and therefore can be reshaped to achieve public objectives. We have a rare opportunity to create a superlative public area, and I urge you to take this crucial first step and bring the real estate under public ownership.

In my view the Central Waterfront is worth this investment. It is a symbol of our city and it expresses our maritime character. Many of the important dimensions of our port city had their start on the central waterfront. For example shipping and trade, which had its modest beginning in the 1850's and 1860's, has grown to make Seattle the region's commercial hub and the center of Northwest, coastwise and international connections. Also fisheries and recreation, which were major uses on the central waterfront in earlier years, have grown to become large-scale industries that contribute enormously to our economy and our image worldwide as a truly maritime city.

Even though most of the active shipping, fisheries and boating activities occur at other locations in the City, the central waterfront can still express this important dimension of our character while it serves pedestrian, pierside and urban needs. We should make it an emblem of our maritime spirit and energies. The City's plan and the Port's policies call for retaining that maritime character as a part of the planned mix of uses and design elements. I believe that the transient moorage, Aquarium expansion, pier-park and maritime interpretation are exciting opportunities for the city that will help to create a

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waterfront that we will once again be proud to visit with family and friends. Acquisition is essential if these goals are to be achieved.

We have neglected the birth place of our city for too long. Too many parts of it are in disrepair, inaccessible, dangerous and ugly. I fear the message that it conveys to others that we disregard our public areas and lack pride in our city.

I urge you to acquire the piers and start us on a revitalization program that will create a truly special waterfront

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# MARITIME CENTER

board of directors

February 22, 1989

earl lasher, pres.

stan barer, vice pres.

marc hershman, sec.

john bauer, treas.

Seattle City Council  
600 Fourth  
Seattle, Wa. 98104

chris bayley  
douglas belghe  
jack block  
brlan boyle  
charles e. cereghino  
pat davis  
steven w. driscoll  
virgil fassio  
paul friedlander  
gerald hoeck  
john hough  
larry kenney  
phyllis lamphere  
charles odegard  
ancil payne  
constance rice  
william g. saletic  
ann sandstrom  
paul schell  
paul skinner  
elaine young

Dear Council Members:

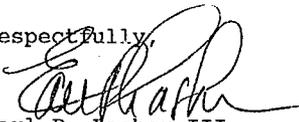
As the Council is aware, the Maritime Center has had and continues to have an abiding interest in the public development of Seattle's central waterfront.

At its meeting on February 21, 1989 the Board of Directors of the Maritime Center unanimously adopted the following resolution:

The Board of Directors of the Maritime Center urges the City of Seattle to purchase Piers 62 and 63 on the central waterfront, and to begin to plan appropriate public uses for this space. The central waterfront is a symbol of our heritage as a great port city, and it is the vantage point for looking ahead at our destiny in the pacific. Public ownership of the piers will assure due consideration of public objectives, and preserve options for future development that will conform to those objectives.

Thank you for your continued interest and votes for the future of the waterfront.

Respectfully,



Earl P. Lasher III  
President

contact:

darlene robertson,  
assistant to the board  
728-3013

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February 22, 1989

The Honorable Paul Kraabel  
Member, Seattle City Council  
1100 Municipal Building  
600 Fourth Avenue  
Seattle, WA 98104

Dear Councilman Kraabel:

I am very pleased that the Council now has before it a proposal to purchase Piers 62 and 63. I urge you to approve the proposal.

I appreciate that spending a considerable amount of money on these piers is not an easy decision. There are many competing demands for too few resources. A decision to purchase the piers is also made difficult by the fact that there is no definite plan for their near-term use.

However, this is an opportunity that does not come up often--the purchase of waterfront in a highly accessible location with long-term importance for the whole community. I am certain that the City has never regretted any previous purchase of shoreline property. The only regrets are about property not purchased.

This particular property is likely to look very important in a few years. With Piers 62 and 63 added to the City's existing ownership of Pier 59 and the Port's ownership of Piers 64, 65, and 66, the entire central section of the waterfront would be under public control. This is the portion of the downtown shoreline that is most suitable, because of its location, to be intensively used by our residents. The long-term prospect of having such a spectacular public open space is truly exciting.

It has taken a great deal of time, work, and perseverance on the part of City staff and officials and citizens to create the opportunity for City purchase of the piers. That work has been rooted in a deep affection for our City and a desire to make a significant gift from this generation to future generations.

I, and other citizens who have worked on the waterfront opportunities, hope you will take this step to make real the dreams of many.

Sincerely,

CITIZENS TO SAVE THE WATERFRONT

  
Philip Sherburne, Co-Chair

PS:sm

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*Okay? How  
we gonna make it?*

Pat Davis -

CN in the hands of the people -

Parents goal passing off of water resources

Will help create a complete public zone -

P-O-S- is committed to Public ownership thru Pier 69 -  
4 Pier 66 -

Oked to see Parallel developments -

Joan Paulsen -

Deferred maintenance

Pier 64/65 - demolished because of poor maintenance.

Both levels of gov't have failed -

Piers fit into overall plans of CWA/fort -

CBS has no funds -

incremental planning w/out Comp plan -

Voters voted no in 9/88 -

Larger vessels need shed space on ground floor

- if removed they will never be put back -

Should follow state constitution - for navigable/water dependent  
waters 35-45 ft.

Tom Dyer -  
Maritime business  
Concentrate retail efforts to South  
Open space \* (while waiting for other dev.)

Eric Mullersmith - Arts -

Delay vote for two weeks to allow for public  
input.

Must be consistent w/ state const - navigation &  
commerce - handling, streets →  
Historic Sheds be preserved -  
Mandate expressed by citizens to vote down  
purchase is supported

John Owen - Support purchase

Est. 1981 - appreciate maritime ~~of~~ activities -  
Strengthen wharf character -  
Public zone / access / Aquarium (public moorage)  
Civil Wharf not lost to children / grandchildren

Virginia Richmond - Not supported by any  
regulations - No reasonable planning  
effort -

Article 17/State Const. -

Do not stifle navigational purposes -

Anne Sandstrom -

City ownership -

Ruth Moore -

City is making it impossible for City dependent  
uses to take over the City part -

- Boats + ships coming + going constantly

Gail Schroeder -

Investment w/ considerable return

- Quality of life

- Tourism

- Jobs / dollars / education -

- Pier purchased w/ Forward Thrust Money

Can it be sold or traded away before bond is  
paid?

- What can of precedence

- Would promote massive Aqu. expansion and other  
netting are w/ dependent -

Impartial analysis on cost of Aqu. expansion -

Pier shed renovation 183.1 Sq. Foot

Benella Cimenti

Pat Stosahl - oppose the purchase of the pier  
Vote 6090 NO - 9/88

Purchase is to forward Habitat plan w/out  
lowering the true purchase price —

Priorities -

Struggling for 2.5mm for low-income  
housing is so hard, but 3.8mm is easy  
for 02/03 —



From the World Famous

## De Olde Curiosity Shop

PIER 54 - ALASKAN WAY - SPACE 100  
SEATTLE, WASHINGTON 98104 U.S.A.  
TELEPHONE (206) 682-5844



INDIAN TRADERS, IMPORTERS AND CURIO COLLECTORS, MUSEUMS SUPPLIED, MAIL ORDERS FILLED

Joseph R. James, President  
February 20, 1989

Seattle City Council  
Seattle Municipal Building  
Room 1106  
600 Fourth Avenue  
Seattle, WA 98104-1817

Ladies and Gentlemen:

Piers 62 and 63 have been in limbo for the better part of two years as the city and developers have tried to reach a mutual agreement.

I am encouraging you to approve the mayor's proposal to Hal Griffith and Warren Razole to exchange Pier 57 plus financial considerations for Piers 62 and 63. This is a smart move and good business for the city considering the proposed terms.

We feel that Pier 57, in private hands, can be more favorably developed and Piers 62 and 63 would enable the city to expand the aquarium and accomplish other public-related programs.

Yours truly,



Joseph R. James

JRJ:cl

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"Beats the Dickens" - Most Unique Shop in the World  
ESTABLISHED 1899

Dear Council Members <sup>2/15</sup>  
I fully support the  
acquisition of Piers 62  
+ Piers 63 since this way  
is our last chance to do  
it + prevent the waterfront  
from getting developed in  
a hasty or too quintified  
a manner. The waterfront,  
a Seattle treasure is as  
important as any other  
subject in the city now.

Sincerely,  
Paul + Esther Perce  
12541 4th Ave NW  
Seattle, WA  
98177

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NOTICE OF TRUSTEE'S SALE  
 PURSUANT TO THE REVISED  
 CODE OF WASHINGTON  
 CHAPTER 61.24 RCW  
 IN THE SUPERIOR COURT  
 OF THE STATE OF WASHINGTON  
 King County, Washington  
 Plaintiff: People's Mortgage Company  
 Defendant: Steven L. Stevens  
 NOTICE IS HEREBY GIVEN  
 that the undersigned trustee will  
 Public Notice of Sale of Real  
 Estate, Defendant: Steven L.  
 Stevens, et al., Plaintiff: People's  
 Mortgage Company, Cause No.  
 88-2-20910-3, Judgment Ren-  
 dered on February 10, 1989,  
 Order of Sale Issued February  
 23, 1989, Date of Levy, March 3,  
 1989, at the King County Courthouse  
 (street address and location in  
 side a building) in the City of Se-  
 attle, State of Washington, sell at  
 public auction to the highest and  
 best bidder, payable at the time  
 of sale.

**TON - KING COUNTY**

**Affidavit of Publication**

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 114390

was published on  
 03/21/89

The amount of the fee charged for the foregoing publication is the sum of \$ \_\_\_\_\_, which amount has been paid in full.

Subscribed and sworn to before me on  
 3/21/89  
 [Signature]

Notary Public for the State of Washington,  
 residing in Seattle

Affidavit of Publication

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STATE OF WASHINGTON - KING COUNTY

13038 City of Seattle, City Clerk

—SS.

No.

City of Seattle

ORDINANCE 114390

AN ORDINANCE relating to the Department of Parks and Recreation; authorizing and approving an agreement for and acquisition of certain property commonly known as Piers 62 and 63 in exchange for certain property rights in Pier 57 and cash consideration; transferring certain bond covenants in connection therewith; authorizing a Memorandum of Understanding between the Port of Seattle and the Department of Natural Resources; and making an appropriation from the Cumulative Reserve Fund therefor.

WHEREAS, certain property commonly known as Pier 57 and more particularly described below was acquired by the City pursuant to Ordinance 99471 and by the Forward Thrust Bond proceeds pursuant to King County Resolution 34571, Section 1(b)(1) for park, recreation and open space purposes; and

WHEREAS, the City desires to acquire certain property commonly known as Piers 62 and 63 and more particularly described below for park, recreation and open space purposes and the owners desire to sell said property in exchange for \$3.8 million and transfer of ownership of Pier 57; and

WHEREAS, the City has determined that the value of the property and property rights to be received by the City from the acquisition of Piers 62 and 63 is equivalent to the value of the property and property rights to be conveyed and the cash to be paid by the City; and

WHEREAS, the City has determined that the property and property rights to Piers 62 and 63 are comparable and equivalent to those in Pier 57 for park, recreation and open space purposes and thereby constitute "equivalent land and facilities"; and

WHEREAS, the Mayor and owners of Piers 62 and 63 have agreed, among other matters, to the conveyance of pier 57 for Piers 62 and 63 and settlement of certain other claims between the parties and such agreement is contingent upon approval and ratification by the City Council; and

WHEREAS, an essential part of the consideration for the Agreement and conveyance of the Piers 62 and 63 Properties is agreement by the Department of Natural Resources for the State of Washington ("DNR") to execute a new 30 year Harbor Area lease for Pier 57 which would include, among other things, terms assuring that any new improvements constructed upon Pier 57 by the lessee would remain the lessee's property insofar as rent calculation for a certain period of time; and

WHEREAS, the DNR has expressed a willingness to enter into such a lease in order to assist the City in acquiring Piers 62 and 63, on the condition that the City enter into a memorandum of understanding concerning development of a short stay roorage facility on the central waterfront; and

WHEREAS, those certain 1968 Forward Thrust Bond conditions and covenants encumbering the City's Pier 57 pursuant to King County Resolution 34571 must be transferred to the Piers 62 and 63 Properties; Now, Therefore,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. As requested by the Superintendent of Parks and Recreation and Director of Community Development and recommended by the Mayor in the materials attached hereto, the Agreement attached hereto and labeled as Exhibit "A", which has been executed by the Mayor but the effectiveness thereof has been made expressly contingent upon approval by the City Council, is hereby ratified and confirmed.

Section 2. The Mayor and the City Comptroller are hereby authorized and directed pursuant to said Agreement, for and on behalf of the City of Seattle, to execute and deliver a warranty deed substantially in the form attached and labeled as Exhibit "B" to the following described real property and property rights located in King County, Washington and commonly known as Pier 57; to wit:

THAT PORTION OF BLOCK 176, OF THE SUPPLEMENTAL PLAT OF SEATTLE TIDE LANDS, IN KING COUNTY, WASHINGTON, AS SHOWN ON THE OFFICIAL MAPS OF FILE IN THE OFFICE OF THE COMMISSIONER OF PUBLIC LANDS AT OLYMPIA, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 485.941 FEET SOUTH 25 DEGREES 21'49" EAST FROM A POINT ON SAID TIDE LAND PLAT MARKED "POINT 81" ON REPLAT OF SEATTLE TIDE LANDS; THENCE SOUTH 25 DEGREES 41'49" EAST ALONG INNER HARBOR LINE 159.306 FEET; THENCE DUE EAST TO THE WESTERLY LINE OF RAILROAD.

Affidavit of Publication

The undersigned, on oath states that he is an d representative of The Daily Journal of Commerce, a spaper, which newspaper is a legal newspaper of general n and it is now and has been for more than six months le date of publication hereinafter referred to, published in h language continuously as a daily newspaper in Seattle, nty, Washington, and it is now and during all of said time ed in an office maintained at the aforesaid place of n of this newspaper. The Daily Journal of Commerce e 12th day of June, 1941, approved as a legal newspaper erior Court of King County.

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ance 114390

ed on

189

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, which amount has been paid in full.

Subscribed and sworn to before me on

Notary Public for the State of Washington, residing in Seattle

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Notary Public for the State of Washington,  
residing in Seattle

Section 2. The Mayor and the City Comptroller are hereby authorized and directed pursuant to said Agreement, for and on behalf of the City of Seattle, to execute and deliver a warranty deed substantially in the form attached and labeled as Exhibit "B" to the following described real property and property rights located in King County, Washington and commonly known as Pier 57; to wit:

THAT PORTION OF BLOCK 176, OF THE SUPPLEMENTAL PLAT OF SEATTLE TIDE LANDS, IN KING COUNTY, WASHINGTON, AS SHOWN ON THE OFFICIAL MAPS OF FILE IN THE OFFICE OF THE COMMISSIONER OF PUBLIC LANDS AT OLYMPIA, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 485.941 FEET SOUTH 25 DEGREES 21'48" EAST FROM A POINT ON SAID TIDE LAND PLAT MARKED "POINT 81" ON REPLAT OF SEATTLE TIDE LANDS; THENCE SOUTH 25 DEGREES 41'48" EAST ALONG INNER HARBOR LINE 159.306 FEET; THENCE DUE EAST TO THE WESTERLY LINE OF RAILROAD AVENUE IN SAID REPLAT; THENCE NORTH 31 DEGREES 45'10" WEST ALONG SAID

WESTERLY LINE OF RAILROAD AVENUE TO A POINT DIRECTLY EAST FROM THE POINT OF BEGINNING; THENCE DUE WEST TO THE INNER HARBOR LINE AND POINT OF BEGINNING (SAME BEING A PORTION OF LOT 10 AND ALL OF LOTS 11 AND 12, BLOCK 176, SEATTLE TIDE LANDS SUPPLEMENTAL PLAT); EXCEPT THAT PORTION THEREOF LYING WITHIN UNIVERSITY STREET;

TOGETHER WITH THAT PORTION OF THE VACATED NORTHERLY 20 FEET IN WIDTH OF UNIVERSITY STREET (AS VACATED BY ORDINANCE NUMBER 4907) ADJOINING LOT 12, BLOCK 176 OF THE SUPPLEMENTAL PLAT OF SEATTLE TIDE LANDS AND LYING BETWEEN THE WESTERLY LINE OF ALASKAN WAY (FORMERLY RAILROAD AVENUE AS PLATTED 100 FEET IN WIDTH IN SAID SUPPLEMENTAL PLAT) AND THE INNER HARBOR LINE; AND

ALSO, TOGETHER WITH THE PORTION OF THE HARBOR AREA ADJOINING, LYING BETWEEN THE WESTERLY PROLONGATION OF THE NORTH AND SOUTH LINES OF THE ABOVE DESCRIBED TRACT AND LYING EASTERLY OF OUTER HARBOR LINE.

In exchange for conveyance of Pier 57, the Mayor is authorized to accept by warranty deed substantially in the form attached and labeled Exhibit "C" to the following described real property and property rights located in King County, Washington and commonly known as Piers 62 and 63; to wit:

PARCEL A:

LOTS 1 TO 5, INCLUSIVE, AND THE NORTH HALF OF LOT 6, BLOCK 173, SEATTLE TIDE LANDS, IN KING COUNTY, WASHINGTON.

PARCEL B:

ALL HARBOR AREA IN FRONT OF LOTS 1, 2, 3, 4 AND 5 AND THE NORTH HALF OF LOT 6, BLOCK 173, SEATTLE TIDE LANDS, IN KING COUNTY, WASHINGTON, AND BOUNDED BY THE INNER AND OUTER LINES AND THE PRODUCED SIDE LINES OF SAID PORTION OF SAID BLOCK 173.

Upon said conveyance of Pier 57 and the acquisition of Piers 62 and 63, the covenants and conditions encumbering the Pier 57 property established by King County Resolution 34571 (Forward Thrust) are transferred to and impressed upon the Piers 62 and 63 property and said latter real property has been found and is hereby declared to be "equivalent lands and facilities" and suitable for the transfer of said encumbrances and the public trust associated therewith.

Section 3. As part of the consideration for the acquisition of Piers 62 and 63, the Mayor and Comptroller are further authorized to make payment to the owners of said Piers in the amount of Three Million Eight Hundred Thousand Dollars (\$3,800,000.00). For purposes of paying said amount the sum of Three Million Eight Hundred Thousand Dollars (\$3,800,000.00) is hereby appropriated from the Cumulative Reserve Fund and the City Comptroller is authorized to draw and the City Treasurer to pay the necessary warrants.

Section 4. Upon execution of a new lease by the Washington State Department of Natural Resources ("DNR") for Pier 57, consistent with the limitations previously described, the Mayor is further authorized, on behalf of the City, to execute a Memorandum of Understanding among the Port of Seattle, DNR and the City substantially in the form attached and labeled Exhibit "D".

Section 5. Execution of any of the agreements authorized herein or any other act consistent with the authority and prior to the effective date of this ordinance are hereby ratified and confirmed.

Section 6. 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 27th day of February, 1989, and signed by me in open session in authentication of its passage this 27th day of February, 1989.

SAM SMITH,  
President of the City Council,  
Approved by me this 7th day of March, 1989.

CHARLES ROYER,  
Mayor,  
Filed by me this 7th day of March, 1989.  
ALBERT NORWARD J. BROOKS,  
City Comptroller and City Clerk,  
(Seal) By THERESA DUNBAR,  
Deputy Clerk.  
Publication ordered by NORWARD J. BROOKS, Comptroller and City Clerk,  
Date of official publication in Daily Journal of Commerce, Seattle, March 21, 1989  
(13038)

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