# SEATTLE CITY COUNCIL

## Legislative Summary

### CB 118491

**Record No.:** CB 118491 **Type:** Ordinance (Ord) **Status:** Passed

**Version:** 1 **124858** **In Control:** City Clerk

**File Created:** 07/23/2015

**Final Action:** 09/18/2015

**Title:** AN ORDINANCE authorizing the acceptance of the grant of an easement for public access over and across a portion of the property commonly known as (old) Fire Station Seven, located at 402 15th Avenue East, in exchange for the City's extinguishment of certain deed restrictions encumbering title to Fire Station Seven; and ratifying and confirming certain prior acts.

**Date**

**Notes:**

**Filed with City Clerk:**

**Mayor's Signature:**

**Sponsors:** Licata

**Vetoed by Mayor:**

**Veto Overridden:**

**Veto Sustained:**

**Attachments:** Ex A - Form of Easement for Public Access, Ex B - Form of Instrument to Amend and Restate Deed Restrictions

**Drafter:** robert.farrell@seattle.gov

**Filing Requirements/Dept Action:**

## History of Legislative File

**Legal Notice Published:** ☐ Yes ☐ No

| Version: | Acting Body: | Date: | Action: | Sent To: | Due Date: | Return Date: | Result: |
|---|---|---|---|---|---|---|---|
| 1 | Mayor | 08/03/2015 | Mayor's leg transmitted to Council | City Clerk | | | |
| | **Action Text:** The Council Bill (CB) was Mayor's leg transmitted to Council. to the City Clerk | | | | | | |
| | **Notes:** | | | | | | |
| 1 | City Clerk | 08/03/2015 | sent for review | Council President's Office | | | |
| | **Action Text:** The Council Bill (CB) was sent for review. to the Council President's Office | | | | | | |
| | **Notes:** | | | | | | |
| 1 | Council President's Office | 08/05/2015 | sent for review | Finance and Culture Committee | | | |
| | **Action Text:** The Council Bill (CB) was sent for review. to the Finance and Culture Committee | | | | | | |
| | **Notes:** | | | | | | |
| 1 | Full Council | 09/08/2015 | referred | Finance and Culture Committee | | | |

**Action Text:** The Council Bill (CB) was referred. to the Finance and Culture Committee
**Notes:**

| | | | | | |
|---|---|---|---|---|---|
| 1 | Finance and Culture Committee | 09/09/2015 | pass | | Pass |

**Action Text:** The Committee recommends that Full Council pass the Council Bill (CB).
In Favor: 4 Chair Licata, Vice Chair Godden, Member Burgess, O'Brien
Opposed: 0

| | | | | | |
|---|---|---|---|---|---|
| 1 | Full Council | 09/14/2015 | passed | | Pass |

**Action Text:** The Council Bill (CB) was passed by the following vote and the President signed the Bill:
**Notes:**
In Favor: 9 Councilmember Bagshaw, Council President Burgess, Councilmember Godden, Councilmember Harrell, Councilmember Licata, Councilmember O'Brien, Councilmember Okamoto, Councilmember Rasmussen, Councilmember Sawant
Opposed: 0

| | | | | |
|---|---|---|---|---|
| 1 | City Clerk | 09/15/2015 | submitted for Mayor's signature | Mayor |

**Action Text:** The Council Bill (CB) was submitted for Mayor's signature. to the Mayor
**Notes:**

| | | | |
|---|---|---|---|
| 1 | Mayor | 09/18/2015 | Signed |

**Action Text:** The Council Bill (CB) was Signed.
**Notes:**

| | | | | |
|---|---|---|---|---|
| 1 | Mayor | 09/18/2015 | returned | City Clerk |

**Action Text:** The Council Bill (CB) was returned. to the City Clerk
**Notes:**

| | | | |
|---|---|---|---|
| 1 | City Clerk | 09/18/2015 | attested by City Clerk |

**Action Text:** The Ordinance (Ord) was attested by City Clerk.
**Notes:**

**CITY OF SEATTLE**

**ORDINANCE** 124858

COUNCIL BILL 118491

AN ORDINANCE authorizing the acceptance of the grant of an easement for public access over and across a portion of the property commonly known as (old) Fire Station Seven, located at 402 15th Avenue East, in exchange for the City's extinguishment of certain deed restrictions encumbering title to Fire Station Seven; and ratifying and confirming certain prior acts.

WHEREAS, in 1986 The City of Seattle ("City") determined that Fire Station Seven, one of the City's early fire stations, the construction of which dates back to 1920, was surplus to the City's needs; and

WHEREAS, given its Tudoresque style and extensive detailing, Fire Station Seven was considered architecturally significant and deemed worthy of historic preservation; and

WHEREAS, the City identified the Capitol Hill Housing Improvement Program ("CHHIP") as the appropriate entity to steward Fire Station Seven's historic preservation; and

WHEREAS, on May 28, 1987, pursuant to a special warranty deed ( "First Special Warranty Deed"), the City conveyed to CHHIP its right, title, and interest in Fire Station Seven; and

WHEREAS, on June 2, 1987, pursuant to a second special warranty deed ("Second Special Warranty Deed"), CHHIP in turn conveyed its right, title, and interest in Fire Station Seven to Fire Station Seven Associates, a Washington nonprofit mutual benefit corporation ("FS7A") comprised of CHHIP, the Country Doctor, and Environmental Works, the latter two entities being Washington nonprofit corporations; and

WHEREAS, both the First Special Warranty Deed and the Second Special Warranty Deed set forth a series of ten City-related deed restrictions, the intent of which was to provide for the historic preservation of, and public access to, Fire Station Seven; and

WHEREAS, nearly 30 years after it acquired title to Fire Station Seven, FS7A wants to redeem the membership interest of both CHHIP and the Country Doctor. FS7A anticipates that CHHIP will use its share of the redemption proceeds in furtherance of CHHIP's mission of providing safe and affordable housing to low- and moderate-income individuals and families in Capitol Hill and other Seattle area neighborhoods; and

WHEREAS, FS7A intends to finance the redemptions with the proceeds from a loan secured in part by a deed of trust encumbering title to Fire Station Seven; and

WHEREAS, as a condition of granting the loan, FS7A's lender requires that two of the ten deed restrictions be extinguished, pertaining to (a) prohibition of subsequent reconveyances, and (b) automatic reversion of Fire Station Seven back to the City if it were damaged by fire or casualty and its reconstruction was not practicable. In addition, FS7A has asked that five other deed restrictions be extinguished, because they have either expired or become an administrative burden; and

WHEREAS, it appears that the removal of the seven deed restrictions will not compromise the historic preservation of Fire Station Seven and the City does not object to their removal, so long as the City receives adequate consideration; and

WHEREAS, to meet the need for additional open space within the Capitol Hill Urban Center Village, within which Fire Station Seven is situated, the City wishes to secure an easement from FS7A for public access across that part of Fire Station Seven currently utilized as parking; and

WHEREAS, as consideration for the City's extinguishment of the seven deed restrictions and to aid the City in meeting the need for additional open space within the Capitol Hill Urban Center Village, FS7A wishes to grant to the City an easement for public access over and across the westerly 18 feet of the property on which Fire Station Seven is situated; and

WHEREAS, the series of contemplated transactions has multiple constructive impacts: modernization of the terms of a historic preservation deed; creation of additional open space in the Capitol Hill Urban Center Village; and indirect funding of additional safe and affordable housing; NOW, THEREFORE,

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

Section 1. The Director of Finance and Administrative Services or the Director's designee is authorized to accept the grant of an easement for public access the westerly eighteen feet of the property on which Fire Station Seven is situated ("Easement"). The form of such easement will be substantially the same as that attached hereto as Exhibit A.

Section 2. The Director of Finance and Administrative Services or the Director's designee is authorized to execute an instrument that will serve to amend and restate the restrictions first set forth in the First Special Warranty Deed so as to extinguish seven deed restrictions as reflected on a form substantially the same as that attached hereto as Exhibit B.

Section 3. The real property conveyed by the Easement is placed under the jurisdiction of the Department of Finance and Administrative Services.

Section 4. Any act consistent with the authority of this ordinance taken after its passage and prior to its effective date is ratified and confirmed.

Section 5. This ordinance shall take effect and be in force 30 days after its approval by the Mayor, but if not approved and returned by the Mayor within ten days after presentation, it shall take effect as provided by Seattle Municipal Code Section 1.04.020.

Passed by the City Council the 14th day of September, 2015, and signed by me in open session in authentication of its passage this 14th day of September, 2015.

President _____ of the City Council

Approved by me this 18th day of September, 2015.

Edward B. Murray, Mayor

Filed by me this 18th day of September, 2015.

Monica Martinez Simmons, City Clerk

(Seal)

Exhibit A: Form of Easement for Public Access

Exhibit B: Form of Instrument to Amend and Restate Deed Restrictions

# EXHIBIT A

# FORM OF EASEMENT FOR PUBLIC ACCESS

**EASEMENT FOR PUBLIC ACCESS** (hereinafter, the "**Easement Agreement**")

## PARTIES

- Fire Station Seven Associates, a Washington nonprofit mutual corporation (hereinafter, the "**FS7A**");
- City of Seattle, a Washington municipal corporation (hereinafter, the "**City**").

## BACKGROUND

**A.** On May 28, 1987, pursuant to that certain special warranty deed recorded under King County recording number 198705281440 (hereinafter, the "**First Special Warranty Deed**"), the City conveyed to Capitol Hill Housing Improvement Program (a public corporation organized pursuant to Chapter 35.21 RCW and Seattle Municipal Corporation chapter 3.110), its right, title and interest (subject to certain restrictions as set forth in the First Special Warranty Deed) in that certain real property legally described in **Exhibit A** and depicted in **Exhibit B** (hereinafter, the "**Property**").

**B.** On June 2, 1987, pursuant to that certain special warranty deed recorded under King County recording number 198706020990 (hereinafter, the "**Second Special Warranty Deed**") and apparently pursuant to the formation of FS7A and its initial funding, Capitol Hill Housing Improvement Program conveyed to FS7A its right, title and interest (subject to certain restrictions as set forth in the Second Special Warranty Deed) in the Property.

**C.** Both the First Special Warranty Deed and Second Special Warranty Deed set forth a series of ten deed restrictions, the intent of which was to provide for the preservation of an historic building on the Property - Fire Station Seven, the construction of which dates back to 1920.

**D.** Now, in order to address the concerns of its lender – a lender which is requiring the Property as collateral, FS7A wishes to have two deed restrictions extinguished. Such restrictions pertain to (a) prohibition of subsequent reconveyances, and (b) automatic reversion of the Property back to the City if Fire Station Seven is damaged by fire or casualty and its reconstruction is not practicable. In addition, FS7A has asked that five other deed restrictions also be extinguished, either because they have expired or have become an administrative burden.

**E.** As is appears that the removal of the seven deed restrictions will not compromise the historic preservation of Fire Station Seven, the City does not object to their removal so long as it receives adequate consideration.

**F.** At the same time and in furtherance of meeting the need for parks and open space, the City wishes to secure an easement for public access across that part of the Property which is currently utilized as parking.

**G.** As consideration for the City's extinguishment of the seven deed restrictions and to aid the City in meeting the need for parks and open space, FS7A wishes to grant to the City an easement for public access across the Property's westerly eighteen feet.

**H.** The effective date of this Easement Agreement is the date of its recording ("**Effective Date**").

**GRANT OF EASEMENT**

**NOW, THEREFORE**, in consideration of these promises, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed that the statements set forth in the recitals above are true and correct and are incorporated herein and made a part hereof, and that the parties hereto agree as follows:

1. **Grant of Easement for Public Access.**

   a. **The Easement in General.** Subject to the provisions below in the paragraph with the caption "Area Reserved for Seasonal Outside Dining", FS7A, as grantor, hereby grants, conveys and warrants, on behalf of itself and its successors and assigns, to the City and its successors and assigns, free and clear of all liens and encumbrances except as identified on **Exhibit C** (hereinafter, the "**Title Exceptions**") a perpetual easement for public access and use (hereinafter, the "**Easement**") over and across the following portion of the Property, subject to the terms and conditions of this Easement Agreement:

      The westerly eighteen feet of the Property (hereinafter, the "**Easement Area**").

      The Easement Area is depicted in Exhibit B.

   b. **City Access for Inspection and Enforcement.** FS7A's grant, conveyance, and warranty of the Easement will be construed to permit the City, its agents, employees and contractors with continuing access to the Easement Area at all times for inspection and enforcement related to the Easement Agreement.

   c. **Area Reserved for Seasonal Outside Dining.** Despite any provision to the contrary elsewhere in this Easement Agreement, FS7A, on behalf of itself, its successors and assigns, reserves the right to make exclusive use of that certain area within the Easement Area, as depicted in Exhibit D, for outside dining from June 15 through September 15 of each year.

2. **Terms of Public Access.**

   a. **Commencement of Public Access.** Public access to and use of the Easement Area will commence on or before the first anniversary of the Effective Date.

   b. **Hours of Access.** The hours of public access for the Easement Area are 6:00 AM to 10:00 PM each day of the year, except for temporary closure as provided for below in the section with the caption "Temporary Closures" or in case of emergency.

   c. **Activities in the Easement Area.**

      **i.** Within the Easement Area, the public may engage in all activities allowed on a public sidewalk, except that FS7A, its successors and assigns, may exclude or restrict activities that would require a street use permit if conducted on a public sidewalk. The public may engage in free speech activities, including hand billing, signature gathering, and holding signs, so long as such activities do not obstruct access to or through the Easement Area, or to adjacent buildings or property. FS7A, its successors and assigns, may not ask members of the public who are engaging in allowed activities to leave the Easement Area, unless their conduct unreasonably interferes with the enjoyment of the space by others. FS7A, its successors or assigns, may participate in the Seattle Police Department's Criminal Trespassing Program (SMC 12A.08.040) to restrict access to the Easement Area for reasons of public safety.

      **ii.** Except as provided for above in the section above with the caption "Area Reserved for Outside Dining", seating reserved for customers of restaurants or other commercial uses is prohibited within the Easement Area.

3. **Temporary Closures**. FS7A may reasonably and temporarily limit public access to the Easement Area in order to carry out:

   a. its maintenance obligations with respect to the Easement Area, as set forth below in the section with the caption "Maintenance Obligations"; and

   b. the maintenance and repair of that part of the Property which adjoins the Easement Area.

   c. The construction of certain improvements to the Easement Area, as provided for in the section below with the caption "Improvements to Easement Area".

4. **Motorized Vehicles**. Motorized vehicles (including the parking of motorized vehicles) and equipment are not permitted within the Easement Area, except:

   a. motorized wheelchairs or similar equipment to permit access by disabled users;

b. emergency or maintenance vehicles;

c. to the extent necessary in connection with the construction of improvements within the Easement Area as contemplated in the section below with the caption "Improvements to Easement Area".

5. **Improvements to Easement Area.** To bring the Easement Area into a condition suitable for public access, FS7A will, on or before the first anniversary of the Effective Date and at its own cost and expense, improve the Easement Area with the improvements depicted in **Exhibit D**.

6. **Maintenance Obligations.**

a. **Binding Commitments.** FS7A as owner of the Property hereby irrevocably covenants and commits to maintain, repair and reconstruct improvements within the Easement Area.

b. **Standards.** At its sole cost and expense and at all times, FS7A will keep the Easement Area in a clean, good and operable condition, all in accordance with the following standards:

**i.** Perform grounds custodial work including litter pick-up; garbage and illegal dumping collection and disposal; cleaning of hard surfaces; sweeping of paths; keeping drainage facilities clean and free of debris or obstructions and in good working order; performing all path and sidewalk maintenance, repair and reconstruction;

**ii.** Maintain all flora in a healthy condition, including lawn and garden care, and tree and shrub pruning and mulching;

**iii.** Irrigate landscaped areas and maintaining irrigation equipment for such purposes;

**iv.** Repair damage due to vandalism or accidental damage or destruction and replacing or reconstructing if repair is not adequate or possible;

**v.** Promptly remove graffiti on all surfaces;

**vi.** Perform all pest management and rodent control, in compliance with Health Department standards and directives; and

**vii.** Maintain, repair and replace equipment, including, without limitation, play equipment, benches, picnic tables, litter receptacles, exercise equipment, and signs.

7. **Signage.** FS7A is responsible for placing and maintaining signage in the Easement Area, from and after the completion of the improvements to the Easement Area, as provided for above in the section with the caption "Improvements to the Easement Area" and as depicted in Exhibit D. Such signage will:

    a. identify the Easement Area as space open to the public;

    b. specify the hours of public use;

    c. furnish a telephone number to call for further information on terms of public use;

    d. contain information on who is responsible for maintenance of the Easement Area; and

    e. provide contact information for reporting maintenance, repair and other issues.

    The location, content and number of any such sign or signs is subject to the City's prior written approval, **provided that**, such approval will not be unreasonably withheld.

8. **Enforcement.** This Easement Agreement is made for the benefit of the City and the City may institute and prosecute any proceeding in law or in equity to enforce this Easement Agreement.

9. **Insurance.**

    a. **Standard insurance coverages and limits of liability required.** FS7A, will, through the term of this Easement Agreement and at its sole cost and expense, maintain in full force and effect a commercial general liability insurance policy including coverage for: Premises/Operations, Products/Completed Operations, Personal/Advertising Injury, and Contractual Liability. Minimum limits of liability shall be: $ 1,000,000 each occurrence Combined Single Limit bodily injury and property damage ("CSL"); $2,000,000 Products/Completed Operations Aggregate; $2,000,000 General Aggregate. The policy shall name "the City of Seattle" as an additional insured and shall be primary and non-contributory with any insurance or self-insurance coverage or limits of liability maintained by the City, and in the form of a duly issued additional insured endorsement and attached to the policy or by the appropriate blanket additional insured policy wording. The City reserves the right to alter minimum coverages pursuant to a periodic review of the appropriateness of such minimum coverages in view of inflation or changing industry conditions and to require an increase in such minimum coverages upon ninety days prior written notice.

    b. **Evidence of insurance.** FS7A must provide the following list of evidence of insurance: A certificate of liability insurance evidencing coverages, limits of liability and other terms and conditions as specified herein; an attached City of Seattle designated additional insured endorsement or blanket additional insured wording to the CGL; a copy of all other amendatory policy endorsements or exclusions of FS7A's

insurance CGL policy that evidences the coverage required. At any time upon the City's request, FS7A shall also cause to be timely furnished a copy of declarations pages and schedules of forms and endorsements. In the event that the City tenders a claim or lawsuit for defense and indemnity invoking additional insured status, and the insurer either denies the tender or issues a reservation of rights letter, FS7A shall also cause a complete and certified copy of the requested policy to be timely furnished to the City of Seattle.

c. **Required separation of insured provision; cross-liability exclusion and other endorsement prohibited.** FS7A's insurance policy shall include a "separation of insureds" or "severability" clause that applies coverage separately to each insured and additional insured, except with respect to the limits of the insurer's liability. FS7A's insurance policy shall not contain any provision, exclusion or endorsement that limits, bars, or effectively precludes the City of Seattle from coverage or asserting a claim under the FS7A's insurance policy on the basis that the coverage or claim is brought by an insured or additional insured against an insured or additional insured under the policy. FS7A's CGL policy shall NOT include any of the following Endorsements (or their equivalent endorsement or exclusions):

**i.** Contractual Liability Limitation (CGL Form 21 39 or equivalent);

**ii.** Amendment Of Insured Contract Definition (CGL Form 24 26 or equivalent);

**iii.** Limitation of Coverage to Designated Premises or Project (CGL Form 21 44 or equivalent);

**iv.** any endorsement modifying or deleting the exception to the Employer's Liability exclusion;

**v.** any "Insured vs. Insured" or "cross-liability" exclusion; and

**vi.** any type of punitive, exemplary or multiplied damages exclusion.

10. **Release and Indemnity.** FS7A, its successors and assigns, hereby covenants and agrees to forever release, defend, indemnify, and hold harmless the City, its officials, officers, employees, and agents, from any and all costs, claims, demands, causes of action, judgments, damages, or expenses, or liabilities of every kind or description, including reasonable attorney fees and necessary litigation expenses, resulting from any actual or alleged bodily injury (including death) or actual or alleged damage to property arising out of, in connection with, or that are related to the performance of the respective acts or omissions of FS7A or any parties for which such FS7A is legally liable with respect to the Easement Area, to the extent permitted by RCW 4.24.115. Solely to give full force and effect to the indemnity obligations contained herein and for the benefit of the City only, FS7A, for itself, its successors and assigns, specifically and expressly waives any immunity it may have under the Washington State Industrial Insurance Act, Title 51 RCW or any other industrial insurance, workers' compensation or similar laws and acknowledges that this waiver was mutually negotiated by the parties as part of the consideration for this Easement Agreement. This provision will not be interpreted or construed as a waiver of FS7A's right to assert such immunity, defense or

protection directly against any of its own employees. In no event will FS7A's, or its successor's or assign's, indemnification obligations under this Easement Agreement be limited to the extent of any insurance available to or provided by FS7A, its successors or assigns. The indemnification obligations under this Easement Agreement do not apply to any liabilities, claims, causes of action, judgments or expenses resulting from bodily injury or property damage caused by the sole negligence or intentional acts of the public or the City, its officers, employees, elected officials, agents or subcontractors.

11. **Control.** Nothing in this Easement Agreement shall be construed as giving rise to any right or ability on behalf of the City to exercise physical or managerial control over the day-to-day operations of the Property, or any of FS7A's activities on the Property, or otherwise to become an operator with respect to the Property within the meaning of either the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, or Washington's Model Toxic Control Act, as amended.

12. **Notices.** All notices, demands, requests, consents and approvals that may, or are required to, be given by any party to any other party hereunder must be in writing and sent to the address below or such other address as a party designates in writing and delivers as required by this section. Notices are effective as follows:

    a. Notices delivered in person shall be effective when delivered.

    b. Notices sent by overnight courier shall be effective on the next business day after delivery to the courier with charges therefor prepaid or credit extended by the courier to the sender.

    c. Mailed notices will be effective on the earlier of delivery (or first attempted delivery) or three (3) business days after deposit in the U.S. mail, postage prepaid, return receipt requested.

    d. Addresses for notices are as follows:

| For FS7A: | For the City: |
|---|---|
| Fire Station Seven Associates<br>402 15th Avenue East<br>Seattle, WA 98112 | City of Seattle<br>Department of Finance and<br>Administrative Services/<br>Attention: Real Estate Services<br>Seattle Municipal Tower<br>700 Fifth Avenue, Suite 5200<br>P.O. Box 94689<br>Seattle, WA 98124 |

13. **General.**

a. **Governing Law.** This Easement Agreement shall be construed and enforced in accordance with the laws of the State of Washington.

b. **Entire Agreement.** This Easement Agreement constitutes the entire agreement and understanding of the parties hereto with respect to the subject matter hereof, and replaces and supersedes all prior or contemporaneous written or oral agreements and understandings. There are no representations, agreements, arrangements or understandings, oral or written, between the parties relating to the subject matter of this agreement which are not fully expressed or incorporated herein.

c. **Further acts.** Each party shall execute such further documents and take such further actions as may be reasonably requested by the other party to carry out the purposes of this Easement Agreement

d. **Contra proferentem.** The parties agree that this Easement Agreement is the product of negotiation, and expressly waive the rule of interpreting an instrument against its drafter.

e. **Authority.**

   i. The individuals signing below, if signing on behalf of an entity, represent and warrant that they have the requisite authority to bind the entity on whose behalf they are signing.

   ii. By signing this Easement Agreement, FS7A acknowledges that the City or an agent selected by the City is authorized to insert dates, recording numbers, and ordinance numbers in the spaces provided in this Easement Agreement prior to recording this Easement Agreement.

f. **Severability.** If any provision of this Easement Agreement is held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect the remainder of such provision or any other provisions hereof

g. **Attorneys' Fees**. In the event of any dispute regarding the interpretation or enforcement of this Easement Agreement, the prevailing party in such dispute will be entitled to recover its reasonable attorney's fees and costs.

h. **Waiver.** A party may, at any time or times, at its election, waive any of its rights or any of the other party's obligations hereunder, but any such waiver shall be effective only if contained in a writing signed by the party to be bound by the waiver. No waiver shall be deemed a waiver of any other right or obligation or of a subsequent occurrence of the same or similar breach or other circumstance with respect to which the waiver was given. Additionally, no delay or omission on the part of a party in exercising any rights, power or remedy provided in this Easement Agreement shall be construed as a waiver of or acquiescence in any breach of the terms and conditions set forth herein.

i. **Binding Effect.** The obligations and agreements of FS7A as set forth in this Easement Agreement are deemed to attach to and run with the Property and are binding on FS7A and its successors and assigns.

j. **Time** is of the essence.

14. **Exhibits.** The following exhibits are hereby incorporated by this reference:

| | |
|---|---|
| **Exhibit A** | Legal description of the Property |
| **Exhibit B** | Depiction of the Property, including the Easement Area |
| **Exhibit C** | Title Exceptions |
| **Exhibit D** | Improvements to the Easement Area/Depiction of Area Reserved for Seasonal Outside Dining |

**FIRE STATION SEVEN ASSOCIATES,** a Washington nonprofit mutual corporation

By: **EXHIBIT ONLY – DO NOT SIGN**
Printed Name: _____
Title: _____
Date: _____

**CITY OF SEATTLE,** a municipal corporation

By: **EXHIBIT ONLY – DO NOT SIGN**
Printed Name: _____
Title: _____
Date: _____

**[Notary blocks and exhibits follow]**

STATE OF WASHINGTON )
) ss.
COUNTY OF KING )

On this _____ day of _____, _____ before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared _____ known to me to be the _____ of **FIRE STATION SEVEN ASSOCIATES**, a Washington nonprofit mutual corporation, 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/she was authorized to execute said instrument.

In witness whereof, I have hereunto set my hand and official seal the day and year first above written.

_____
Notary Public
Print Name _____
My commission expires _____

STATE OF WASHINGTON )
) ss.
COUNTY OF KING )

On this _____ day of _____, _____ before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared _____ known to me to be the _____ of the **CITY OF SEATTLE**, a municipal corporation, 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/she was authorized to execute said instrument.

In witness whereof, I have hereunto set my hand and official seal the day and year first above written.

_____
Notary Public
Print Name _____
My commission expires _____

**[Exhibits follow]**

**Exhibit A** Legal description of the Property

LOT 8 IN BLOCK 17 OF LAW'S ADDITION TO SEATTLE, AS PER PLAT RECORDED IN VOLUME 1 OF PLATS, PAGE 51, RECORDS OF KING COUNTY AUDITOR;

SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

**Exhibit B** Depiction of the Property, including the Easement Area

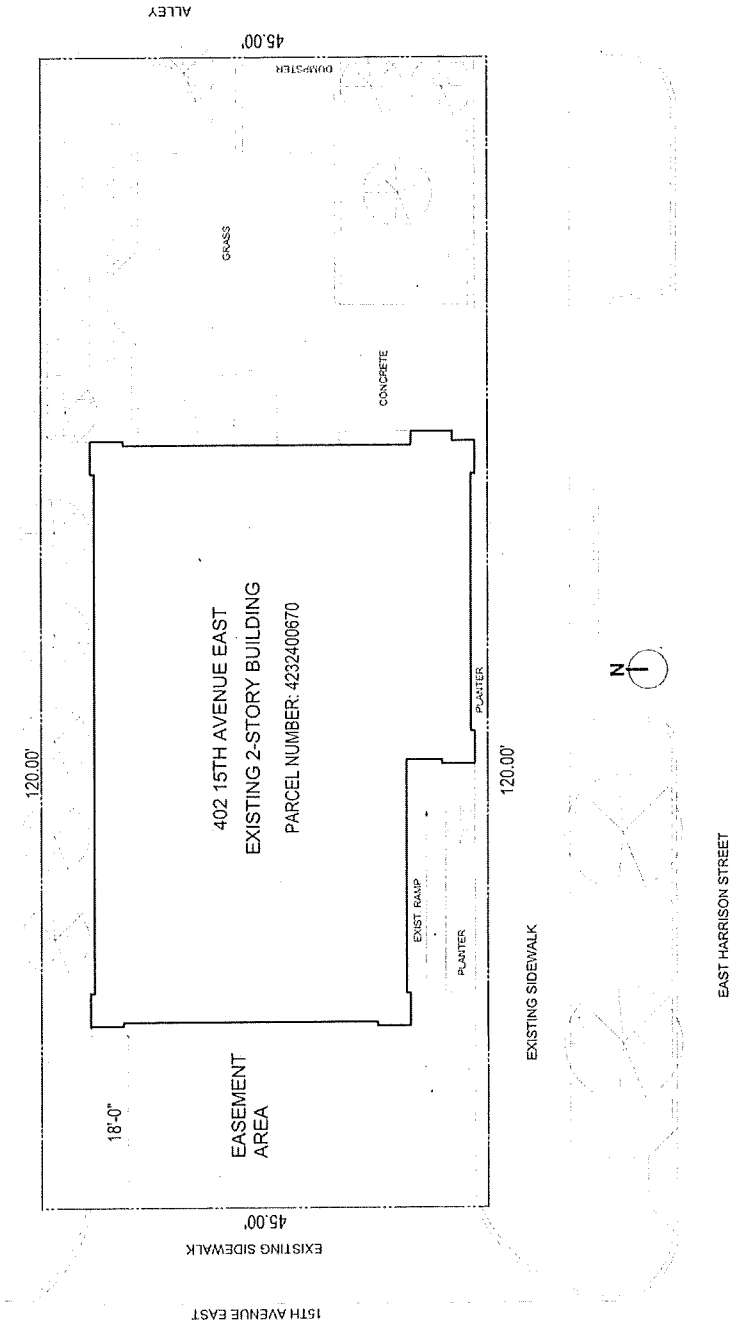


**Exhibit C** Title Exceptions

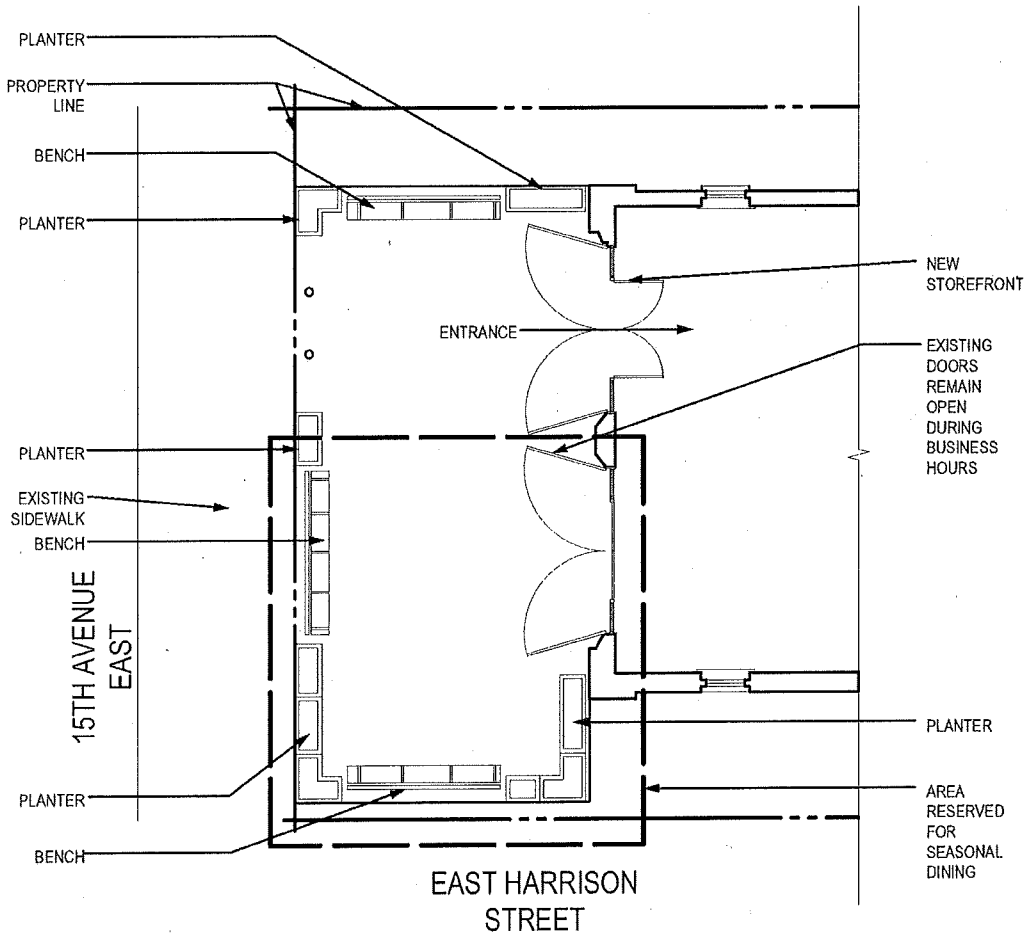
1. THE LIEN OF REAL ESTATE TAXES FOR THE CURRENT YEAR NOT YET DUE AND PAYABLE.

2. LIABILITY FOR SEWER TREATMENT CAPACITY CHARGES THAT MAY BE ASSESSED BUT NOT DISCLOSED IN THE PUBLIC RECORDS.

3. COVENANTS, CONDITIONS AND RESTRICTIONS IMPOSED BY INSTRUMENTS RECORDED ON MAY 28, 1987 AND JUNE 2, 1987, UNDER RECORDING NUMBERS 8705281440 AND 8706020990, AND AS AMENDED PURSUANT TO THOSE CERTAIN AMENDED AND RESTATED COVENANTS RECORDED CONTEMPORANOUSLY WITH THIS EASEMENT FOR PUBLIC ACCESS.

**Exhibit D**

Improvements to the Easement Area/Depiction of Area Reserved for Seasonal Outside Dining



FIRE STATION 7
EXHIBIT D

Easement Area Improvements
Concept Drawing

June 19, 2015

**AFTER RECORDING RETURN TO:**

City of Seattle
Department of Finance and Administrative Services
700 Fifth Avenue, Suite 5200
PO Box 94689
Seattle, WA 98124-4689

**Please print or type information WASHINGTON STATE RECORDER'S Cover Sheet** (RCW 65.04)

| |
|---|
| **Document Title(s)** (or transactions contained therein):<br><br>Easement for Public Access |
| **Reference Number of Documents assigned or released**<br><br>198705281440 and 198706020990 |
| **Grantor(s)** (Last name, first name, initials)<br><br>Fire Station Seven Associates<br><br>☐ Additional names are on page(s) _____ of document. |
| **Grantee(s)** (Last name first, then first name and initials)<br><br>City of Seattle<br><br>☐ Additional names are on page(s) _____ of document. |
| **Legal description** (abbreviated: i.e. lot, block, plat or section, township, range)<br><br>LOT 8 BLK 17 LAW'S ADD<br><br>☑ Additional legal description is on **Exhibit A** of this document. |
| **Assessor's Property Tax Parcel/Account Number** ☐ Assessor Tax # not yet assigned<br><br>423240-0670 |
| Recorder will rely on the information provided on the form. Staff will not read the document to verify the accuracy/completeness of the indexing information provided herein. |

# EXHIBIT B

# FORM OF INSTRUMENT TO AMEND AND RESTATE DEED RESTRICTIONS

**AMENDED AND RESTATED COVENANTS** (hereinafter, the "**Agreement**")

## PARTIES

- City of Seattle, a Washington municipal corporation (hereinafter, the "**City**")
- Fire Station Seven Associates, a Washington nonprofit mutual corporation (hereinafter, the "**FS7A**")
- Capitol Hill Housing Improvement Program (a public corporation organized pursuant to Chapter 35.21 RCW and Seattle Municipal Corporation chapter 3.110)

## BACKGROUND

**A.** On May 28, 1987, pursuant to that certain special warranty deed recorded under King County recording number 198705281440 (hereinafter, the "**First Special Warranty Deed**"), the City conveyed to Capitol Hill Housing Improvement Program its right, title and interest (subject to a series of express covenants ) in that certain real property legally described as follows:

> LOT 8 IN BLOCK 17 OF LAW'S ADDITION TO SEATTLE, AS PER PLAT RECORDED IN VOLUME 1 OF PLATS. PAGE 51, RECORDS OF KING COUNTY AUDITOR; SITUATE IN THE COUNTY OF KING, WASHINGTON (hereinafter, the "**Property**").

**B.** On June 2, 1987, pursuant to that certain special warranty deed recorded under King County recording number 198706020990 (hereinafter, the "**Second Special Warranty Deed**") and apparently pursuant to the formation of FS7A and its initial funding, Capitol Hill Housing Improvement Program conveyed to FS7A its right, title and interest (again subject to certain express covenants, each as set forth in the Second Special Warranty Deed) in the Property.

**C.** The intent of the express covenants as set forth in both the First Special Warranty Deed and Second Special Warranty Deed was to provide for the preservation of an historic building on the Property - Fire Station Seven, the construction of which dates back to 1920.

**D.** Now, in order to address the concerns of its lender – a lender which is requiring the Property as collateral, FS7A wishes to have two of the express covenants extinguished. Such express covenants pertain to (a) prohibition of subsequent reconveyances, and (b) automatic reversion of

the Property back to the City if Fire Station Seven is damaged by fire or casualty and its reconstruction is not practicable. In addition, FS7A has asked that five other express covenants also be extinguished, either because they have expired or have become an administrative burden.

**E.** As it appears that the extinguishment of the seven express covenants will not compromise the historic preservation of Fire Station Seven, the City does not object to their extinguishment so long as it receives adequate consideration. Consideration to the City for agreeing to the extinguishment of the seven express covenants will be in the form of a separate easement for public access, FS7A as grantor, City as grantee, to be recorded concurrently with these Agreement.

**F.** To accomplish the extinguishment of the seven express covenants, and to extinguish an additional, eighth (now expired) covenant with the Second Special Warranty Deed, the parties are entering into this set of Amended and Restated Covenants (the "**Agreement**").

**G.** In paragraph 1 and 2 of this Agreement, where a textual passage in the applicable special warranty deed either deleted or amended, deleted language will be shown by a ~~strikeout~~, and new language will be shown by a double underline.

**AGREEMENT**

**NOW, THEREFORE**, in consideration of these promises, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed that the statements set forth in the recitals above are true and correct and are incorporated herein and made a part hereof, and that the parties hereto agree as follows:

1. **Amending and Restating the Express Covenants**

   a. **Within the First Special Warranty Deed.** Pursuant to City of Seattle ordinance number _____, the first through tenth express covenants and conditions subsequent as set forth in the First Special Warranty Deed are amended and restated as follows:

> "AND the Grantor further covenants that it will execute such further assurance thereof as may be requisite: Provided, however, that this Deed is made and executed upon and is subject to certain express covenants and conditions subsequent, said covenants and conditions subsequent being the consideration for the property hereby conveyed and are to be taken and construed as running with the land and upon the continued observance of which and each of which, the continued existence of the estate hereby binds itself and its successors, assigns, grantees, and lessees forever to these covenants and conditions subsequent, which covenants and conditions subsequent are as follows:

FIRST: The building and site improvements shall not be altered in exterior appearance or from their original exterior configuration without the prior written consent of the Seattle City Council by ordinance;

SECOND: The building and site improvements shall be maintained in good and sound state of repair. Grantee will not commit or permit waste (i.e., abuse, unreasonable or improper use, and/or deterioration other than normal wear and tear) of the building or site improvements;

THIRD: Grantee, and its successors or assigns, shall maintain, repair, repaint and refinish the building as necessary to comply with the SECOND condition herein; provided, that such maintenance, repair, repainting and refinishing is performed in a manner consistent with the FIRST condition herein and will not substantially alter the appearance of the property;

"~~FOURTH: With prior written consent of Grantee (which shall not be unreasonably withheld), Grantor shall have the right to enter the property during weekday business hours for the purpose of making inspections of the property to determine if there is compliance by Grantee with the terms of this Deed;~~

~~FIFTH: For a period of not less than twenty (20) years, not less than fifty percent (50%) of the building shall be used to provide direct or indirect services to low-income persons residing in the The City of Seattle, which services shall generally be provided not less than a total of forty (40) hours per week;~~

~~SIXTH: For a period of not less than twenty (20) years, Grantee, and its successors and assigns, shall make a portion of the first floor of the building on the property, as shown on the attached floor plan, which plan is incorporated herein by this reference, available free of charge to the general public for the purpose of conducting public meetings and forums not less than twelve (12) times each year;~~

~~SEVENTH: The Grantee and its successors and assigns shall have no power to reconvey the property hereby conveyed or any part thereof before the Director of Administrative Services or the head of a successor agency following has received a written appraisal of the property to be reconveyed prepared by a certified member of the American Institute of Real Estate Appraisers of the National Association of Realtors and evidence that each such reconveyance will be at full and fair market value; and said City official has approved such appraisal and evidence, by letter filed with the proposed reconvenyancer and the City Clerk; provided, that any such reconveyance also must be consistent with applicable constitutional and legal requirements and must fully protect the Grantor's revisionary interest in the property conveyed herein;~~

~~EIGHTH: The Grantee shall pay real estate taxes and assessments on the property hereby conveyed, or any part thereof, when due and shall place thereon no mortgage, lien or other encumbrance without the prior written consent of the City's Director of Administrative Services, or the head of any successor agency;~~

~~NINTH: If the building located on the site conveyed hereby is damaged by fire or other casualty and it is not practicable to reconstruct the building in its historic condition, then the property herein conveyed shall automatically revert to the Grantor. If it is not practicable to reconstruct the exterior of the building to its historic appearance, or its appearance as modified consistent with the FIRST condition herein, then the Grantee shall immediately prepare plans and specifications for such restoration and rehabilitation and submit such plans to the The City of Seattle for approval (which shall not be deemed "consent", as that term is used and affected by time limits herein). Restoration and rehabilitation shall commence within one hundred and eighty (180) days and be completed within eighteen (18) months, each after the date of City approval of plans for such rehabilitation and restoration work.~~

~~TENTH: The Grantee shall annually, on January 2, submit to the Director of Administrative Services, or the head of any successor agency, certification that it has complied with all covenants and conditions subsequent herein~~.

Failure to comply with any one or more the covenants and conditions subsequent herein within sixty (60) days after written notice from Grantor to do so shall constitute a breach and Grantor, its successors or assigns, may enter, take possession of the property, and terminate the estate herein conveyed whereupon fee simple title to the property shall revest fully and completely in Grantor, its successors or assigns; provided, that any such revesting of title to Grantor shall not render ineffective or unenforceable the lien of any valid real estate mortgage or other security instrument entered into with prior written consent of Grantor.

In any event where notice or request for consent is required hereunder, such notice or request shall be deemed given when hand delivered or deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to the party entitled thereto at the following address:

When to Grantor:

~~Director of Administrative Services~~
Director, Department of Finance and Administrative Services
~~400 Yesler Building, Fifth Floor~~
Seattle Municipal Tower
700 Fifth Avenue, Suite 5200
P. O. Box 94689
Seattle, Washington ~~98104~~ 98124

When to Grantee:

Fire Station Seven Associates
c/o Capitol Hill Housing Improvement Program
402 Fifteenth Avenue East
Seattle, Washington 98112

or at such other address as may from time to time be designated by that party in writing. In the event the Grantor's consent is required hereunder, it shall be given or denied by Grantor in writing within thirty (30) days after receipt of Grantee's request for consent. Such consent shall not be reasonably withheld."

b. **Within the Second Special Warranty Deed.** Again pursuant to City of Seattle ordinance number _____, the first through eleventh express covenants and conditions subsequent as set forth in the Second Special Warranty Deed are amended and restated as follows:

"AND the Grantor further covenants that it will execute such further assurance thereof as may be requisite: Provided, however, that this Deed is made and executed upon and is subject to certain express covenants and conditions subsequent, said covenants and conditions subsequent being the consideration for the property hereby conveyed and are to be taken and construed as running with the land and upon the continued observance of which and each of which, the continued existence of the estate hereby binds itself and its successors, assigns, grantees, and lessees forever to these covenants and conditions subsequent, which covenants and conditions subsequent are as follows:

FIRST: The building and site improvements shall not be altered in exterior appearance or from their original exterior configuration without the prior written consent of the Seattle City Council by ordinance;

SECOND: The building and site improvements shall be maintained in good and sound state of repair. Grantee will not commit or permit waste (i.e., abuse, unreasonable or improper use, and/or deterioration other than normal wear and tear) of the building or site improvements;

THIRD: Grantee, and its successors or assigns, shall maintain, repair, repaint and refinish the building as necessary to comply with the SECOND condition herein; provided, that such maintenance, repair, repainting and refinishing is performed in a manner consistent with the FIRST condition herein and will not substantially alter the appearance of the property;

"~~FOURTH: With prior written consent of Grantee (which shall not be unreasonably withheld), Grantor shall have the right to enter the property during weekday business hours for the purpose of making inspections of the property to determine if there is compliance by Grantee with the terms of this Deed;~~

~~FIFTH: For a period of not less than twenty (20) years, not less than fifty percent (50%) of the building shall be used to provide direct or indirect services to low-income persons residing in the The City of Seattle, which services shall generally be provided not less than a total of forty (40) hours per week;~~

~~SIXTH: For a period of not less than twenty (20) years, Grantee, and its successors and assigns, shall make a portion of the first floor of the building on the property, as shown on the attached floor plan, which plan is incorporated~~

~~herein by this reference, available free of charge to the general public for the purpose of conducting public meetings and forums not less than twelve (12) times each year;~~

~~SEVENTH. Grantee, for a period of twenty (20) years commencing with the 1987 calendar year, shall dedicate and pay over all if its excess income not used to meet the reasonable operating and preservation needs of the property in equal shares to its members as follows:~~

~~Capitol Hill Housing Improvement Program;~~
~~Country Doctor Community Center;~~
~~Environmental Works Community Design Center~~

~~or such other additional or successor members as qualify under Section 501(c)25(C) of the Internal Revenue Code of 1986 (as now enacted or as hereafter amended), and the purpose of which is to assist the poor and infirm within The City of Seattle.~~

~~EIGHTH: The Grantee and its successors and assigns shall have no power to reconvey the property hereby conveyed or any part thereof before the Director of Administrative Services or the head of a successor agency following has received a written appraisal of the property to be reconveyed prepared by a certified member of the American Institute of Real Estate Appraisers of the National Association of Realtors and evidence that each such reconveyance will be at full and fair market value; and said City official has approved such appraisal and evidence, by letter filed with the proposed reconvenyancer and the City Clerk; provided, that any such reconveyance also must be consistent with applicable constitutional and legal requirements and must fully protect the Grantor's revisionary interest in the property conveyed herein;~~

~~NINTH: The Grantee shall pay real estate taxes and assessments on the property hereby conveyed, or any part thereof, when due and shall place thereon no mortgage, lien or other encumbrance without the prior written consent of the City's Director of Administrative Services, or the head of any successor agency;~~

~~TENTH: If the building located on the site conveyed hereby is damaged by fire or other casualty and it is not practicable to reconstruct the building in its historic condition, then the property herein conveyed shall automatically revert to the Grantor. If it is not practicable to reconstruct the exterior of the building to its historic appearance, or its appearance as modified consistent with the FIRST condition herein, then the Grantee shall immediately prepare plans and specifications for such restoration and rehabilitation and submit such plans to the The City of Seattle for approval (which shall not be deemed "consent", as that term is used and affected by time limits herein). Restoration and rehabilitation shall commence within one hundred and eighty (180) days and be completed within eighteen (18) months, each after the date of City approval of plans for such rehabilitation and restoration work.~~

~~ELEVENTH: The Grantee shall annually, on January 2, submit to the Director of Administrative Services, or the head of any successor agency, certification that it has complied with all covenants and conditions subsequent herein~~.

Failure to comply with any one or more the covenants and conditions subsequent herein within sixty (60) days after written notice from Grantor to do so shall constitute a breach and Grantor, its successors or assigns, may enter, take possession of the property, and terminate the estate herein conveyed whereupon fee simple title to the property shall revest fully and completely in Grantor, its successors or assigns; provided, that any such revesting of title to Grantor shall not render ineffective or unenforceable the lien of any valid real estate mortgage or other security instrument entered into with prior written consent of Grantor.

In any event where notice or request for consent is required hereunder, such notice or request shall be deemed given when hand delivered or deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to the party entitled thereto at the following address:

When to Grantor:

~~Director of Administrative Services~~
Director, Department of Finance and Administrative Services
~~400 Yesler Building, Fifth Floor~~
Seattle Municipal Tower
700 Fifth Avenue, Suite 5200
P. O. Box 94689
Seattle, Washington ~~98104~~ 98124

When to Grantee:

Fire Station Seven Associates
c/o Capitol Hill Housing Improvement Program
402 Fifteenth Avenue East
Seattle, Washington 98112

or at such other address as may from time to time be designated by that party in writing. In the event the Grantor's consent is required hereunder, it shall be given or denied by Grantor in writing within thirty (30) days after receipt of Grantee's request for consent. Such consent shall not be reasonably withheld."

2. **Consent of Capitol Hill Housing Improvement Program.** Capitol Hill Housing Improvement Program joins in executing this Agreement for the sole purpose of evidencing its consent to the amending and restating of the express covenants within the Second Special Warranty Deed, a deed for which Capitol Hill Housing Improvement Program was the grantor.

3. **General.**

a. **Runs with the Property.** This Agreement will run with the Property. Every provision of this Agreement that applies to the City, FS7A or the Capitol Hill Housing Improvement Program will also apply to their respective agents, assigns and all other successors as their interests may appear.

b. **Governing Law.** This Agreement will be construed and enforced in accordance with the laws of the State of Washington.

c. **Further acts.** Each party will execute such further documents and take such further actions as may be reasonably requested by the other party to carry out the purposes of this Agreement.

d. **Contra proferentem.** The parties agree that this Agreement is the product of negotiation, and expressly waive the rule of interpreting an instrument against its drafter.

e. **Authority.** Each person signing this instrument represents that he/she has the requisite authority to bind the entity on whose behalf such person is signing.

f. **Attorneys' Fees.** In the event of any dispute regarding the interpretation or enforcement of this Agreement, the prevailing party in such dispute will be entitled to recover its reasonable attorney's fees and costs.

g. **Binding Effect.** The obligations and agreements of each party as set forth in this Agreement are deemed to attach to and run with the Property and are binding on each party and its respective successors and assigns.

**CITY OF SEATTLE,** a municipal corporation

By: **EXHIBIT ONLY – DO NOT SIGN**
Printed Name: _____
Title: _____
Date: _____

**FIRE STATION SEVEN ASSOCIATES,** a Washington nonprofit mutual corporation

By: **EXHIBIT ONLY – DO NOT SIGN**
Printed Name: _____
Title: _____
Date: _____

**CAPITOL HILL HOUSING IMPROVEMENT PROGRAM,** a public corporation organized pursuant to Chapter 35.21 RCW and Seattle Municipal Corporation chapter 3.110

By: **EXHIBIT ONLY– DO NOT SIGN**
Printed Name: _____
Title: _____
Date: _____

**[Notary blocks follow]**

STATE OF WASHINGTON )
) ss.
COUNTY OF KING )

On this _____ day of _____, 2015 before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared _____ known to me to be the _____ of the **CITY OF SEATTLE**, a municipal corporation, 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/she was authorized to execute said instrument.

In witness whereof, I have hereunto set my hand and official seal the day and year first above written.

_____
Notary Public
Print Name _____
My commission expires _____

STATE OF WASHINGTON )
) ss.
COUNTY OF KING )

On this _____ day of _____, 2015 before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared _____ known to me to be the _____ of **FIRE STATION SEVEN ASSOCIATES**, a Washington nonprofit mutual corporation, 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/she was authorized to execute said instrument.

In witness whereof, I have hereunto set my hand and official seal the day and year first above written.

_____
Notary Public
Print Name _____
My commission expires _____

STATE OF WASHINGTON )
) ss.
COUNTY OF KING )

On this _____ day of _____, 2015 before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared _____ known to me to be the _____ of **CAPITOL HILL HOUSING IMPROVEMENT PROGRAM,** a public corporation organized pursuant to Chapter 35.21 RCW and Seattle Municipal Corporation chapter 3.11 and 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/she was authorized to execute said instrument.

In witness whereof, I have hereunto set my hand and official seal the day and year first above written.

_____
Notary Public
Print Name _____
My commission expires _____

**AFTER RECORDING RETURN TO:**

Fire Station Seven Associates
402 15th Avenue East
Seattle, WA 98112

**Please print or type information WASHINGTON STATE RECORDER'S Cover Sheet** (RCW 65.04)

| |
|---|
| **Document Title(s)** (or transactions contained therein):<br><br>Amended and Restated Covenants |
| **Reference Number of Documents assigned or released**<br><br>198705281440 and 198706020990 |
| **Grantor(s)** (Last name, first name, initials)<br><br>City of Seattle, a municipal corporation<br><br>☐ Additional names are on page(s) _____ of document. |
| **Grantee(s)** (Last name first, then first name and initials)<br><br>Capitol Hill Housing Improvement Program, a public corporation<br><br>Fire Station Seven Associates, a Washington nonprofit mutual corporation<br><br>☐ Additional names are on page(s) of document. |
| **Legal description** (abbreviated: i.e. lot, block, plat or section, township, range)<br><br>LOT 8 BLK 17 LAW'S ADD<br><br>☑ Additional legal description is on page 1of this document. |
| **Assessor's Property Tax Parcel/Account Number** ☐ Assessor Tax # not yet assigned<br><br>423240-0670 |
| Recorder will rely on the information provided on the form. Staff will not read the document to verify the accuracy/completeness of the indexing information provided herein. |

## STATE OF WASHINGTON -- KING COUNTY

--ss.

328869 No.

CITY OF SEATTLE,CLERKS OFFICE

# 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

CT:124856-858 TITLE ONLY

was published on

09/29/15

The amount of the fee charged for the foregoing publication is the sum of $54.25 which amount has been paid in full.

JENNIFER A. BARNES
COMMISSION EXPIRES
10-24-19
STATE OF WASHINGTON

Subscribed and sworn to before me on

09/29/2015

Notary public for the State of Washington,
residing in Seattle

# State of Washington, King County

## City of Seattle

The full text of the following legislation, passed by the City Council on September 14th, 2015, and published below by title only, will be mailed upon request, or can be accessed at http://clerk.seattle.gov. For information on upcoming meetings of the Seattle City Council, please visit http://www.seattle.gov/council/calendar. Contact: Office of the City Clerk at (206) 684-8344.

**Ordinance 124858**

AN ORDINANCE authorizing the acceptance of the grant of an easement for public access over and across a portion of the property commonly known as (old) Fire Station Seven, located at 402 15th Avenue East, in exchange for the City's extinguishment of certain deed restrictions encumbering title to Fire Station Seven; and ratifying and confirming certain prior acts.

**Ordinance 124857**

AN ORDINANCE relating to City employment, adopting a 2015 Citywide Position List.

**Ordinance 124856**

AN ORDINANCE appropriating money to pay certain audited claims and ordering the payment thereof.

Date of publication in the Seattle Daily Journal of Commerce, September 29, 2015.

9/29(328869)