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Deliver to: Company/Address:		Phone number:
George Shaw	LMN Architects 801 Second Avenue, Suite 501 Seattle, WA 98104	(206) 682-3460

From:

Mike Stanley

Date:

August 12, 2002

Reference:

Armory Building Concept Planning

Subject:

Description:

MOU Between the US Navy and the SHPO

Parks Museum Use Study

List of South Lake Union Park Documents

5 Sheets of Plans from Miscellaneous Navy Projects in the Building

Copies:

One each

Sent Via:

Hand Delivered

Comments:

George -

Thanks for meeting with me Friday. As promised here are some of the

documents on the Armory. More to follow.

Mike

www.senecagroup.com 1201 Third Avenue, Suite 2350 Seattle, WA 98101 Telephone (206) 628-3150 Facsimile (206) 628-7105

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MISCELLANEOUS OTHER SOUTH LAKE UNION PARK DOCUMENTS

- History of U.S. Naval and Marine Corps Reserve Training Center (Author and date not available, but this 7-page monograph seems to be from the 1940's, possibly written by a naval reserve veteran of the complicated City/Port/State/Federal transactions to establish a Naval Reserve Center at South Lake Union.)
- Phase I South Lake Union Park Planning Study, TRA Planning, July, 1987— Extensive background information, evaluation of 7 alternative park plan concepts
- Draft and Final Environmental Impact Statements, South Lake Union Park, August, 1990—provides base data and evaluates recreational, water quality, traffic, land use, noise and other impacts
- Adaptive Re-Use of the Naval Reserve Center, Streeter/Dermanis and Associates, Architects, July, 1990
- Feasibility Analysis for Maritime Heritage Center at South Lake Union, Property Counselors, July, 1990
- A Wetland Cove at South Lake Union, Barbara Oakrock Landscape Architecture and Planning, March, 1990—provides natural and cultural context for habitat restoration in Waterway 3, and conceptual drawings of a wetland habitat restoration concept
- South Lake Union Park Master Plan, adopted by Council Resolution 28444 on October 14, 1991
- Preliminary Site Assessment, Kurtzer Marine Park, Hart-Crowser, Inc., August 1, 1988—early assessment of property that later became part of Lake Union Air property that was partially acquired for northwest corner of South Lake Union Park.
- Environmental Assessment, Lake Union Air Property, Shannon & Wilson Geotechnical Consultants, April, 1991
- Lake Union Air Property Soil Remediation, Shannon & Wilson, August 26, 1991
- South Lake Union Plan, adopted by Council Resolution 29162, July, 1995—an area plan supporting the Seattle Commons and other new development initiatives in the areas near the park
- Maritime Heritage Center Feasibility Study, Logic Consultants, September,
 1997—update and considerable expansion of the Property Counselors feasibility study prepared in 1990
- Maritime Heritage Center, Master Plan Update, Jones & Jones Landscape Architects, May, 2000—outlines facilities to be included in Maritime Heritage Center portion of South Lake Union Park
- Maritime Heritage Foundation, Facility Integration Strategy, Lord Cultural Resources Consultants, April, 2001
- South Lake Union Park Master Plan Update, Adopted by Council Resolution 30206, July 17, 2000—(updates the 1991 South Lake Union Park Master Plan)
- South Lake Union Park Master Plan Attachment 1, June, 2000—Appendices include Armory/Bulkhead Evaluation (w/ bibliography), mechanical, electrical, life/safety, utilities evaluations; also budget-level cost determination to implement entire master plan

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No. 8302 P. 2/10

MEMORANDUM OF AGREEMENT BETWEEN THE U.S. NAVY AND THE WASHINGTON STATE HISTORIC PRESERVATION OFFICER REGARDING TRANSFER AND SALE OF THE NAVAL RESERVE CENTER, SEATTLE WASHINGTON

WHEREAS, the US Navy (Navy) has closed the Naval Reserve Center, Seattle located at Lake Union in the City of Seattle Washington and is in the process of disposing of the property; and

WHEREAS, the Navy has determined that interim leasing, transfer and/or disposal of the Naval Reserve Center, Seattle will have an effect upon properties that are eligible for listing in the National Register of Historic Places (hereinafter referred to as "historic properties"); and

WHEREAS, the historic properties consist of two individually eligible buildings, Building 10, and Building 27; and

WHEREAS, the former Naval Reserve Center, Seattle property is planned to be transferred to the City of Seattle under a combination of property reversion and sale; and

WHEREAS, the Navy has consulted with the Washington State Historic Preservation Officer (SHPO) in accordance with Section 106 of the National Historic Preservation Act, 16 U.S.C. 470 (NHPA) and its implementing regulations (36 CFR Part 800); and

WHEREAS, the City of Seattle has participated in the consultation and is in agreement with the stipulations as evidenced by their signature as a concurring party;

NOW, THEREFORE, the Navy and SHPO agree that the undertaking shall be implemented in accordance with the following stipulations in order to take into account the effect the property transfer from Federal to non-Federal ownership will have on historic resources.

STIPULATIONS

I. The Navy and the City of Seattle will ensure that the following stipulations are implemented:

A. BUILDING 10

1. Property Transfer: The Navy transfer/ disposal actions for the Naval Reserve Center, Seattle shall include a protective covenant for historic resources for Building 10. The covenant attached hereto as Appendix One will be included in the transfer instrument and recorded in the real estate records of King County, State of . Washington.

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2. Follow on Management: The City of Seattle shall consult with the SHPO to determine a mutually agreeable procedure to provide for the follow on consultation and resource protection actions required by the historic preservation covenant. This consultation shall be initiated not later than 30 days following the property transfer. The Navy will provide written notification to the SHPO of the effective date of the property transfer.

B. Building 27

- 1. Property Transfer: The Navy transfer/disposal actions for the Naval Reserve Center, Seattle will not include a protective covenant for historic resources for Building 27.
- 2. Follow on Management: The Seattle Parks and Recreation Department (DPR) will submit a nomination application for Building 27 to the Seattle Landmarks Protection Board (LPB) for consideration of Building 27 as an historic landmark. DPR will start the evaluation of the building in support of this application prior to the property transfer and will submit the completed application as soon as possible but not later than 60 days following property transfer. The evaluation of Building 27 will be done by individuals meeting the Secretary of the Interior's professional qualification standards.
 - a. If the LPB designates Building 27 as a Landmark, DPR will comply with Seattle Municipal Code Section 25.12.670 relating to approval of alterations or significant changes to City Landmarks. The Code specifically requires a certificate of approval from the LPB for "alterations or significant changes (including demolition) to specific features or characteristics of the site, improvement, or object, which are identified in the approved nomination, or the Board report on designation..."
 - b. If the LPB does not designate Building 27 as a Landmark, the building will be subject to alteration and potential demolition without further review. Prior to any adverse effect actions the DPR will be responsible for the recordation of the building in accordance with the requirements of Attachment 2.

II. Dispute Resolution:

Should the SHPO or the ACHP object within 30 days to any plans or actions submitted by the Navy pursuant to this Memorandum of Agreement, the Navy shall consult with the SHPO to resolve the objection. If the Navy determines that the objection cannot be resolved, the Navy shall forward all documentation relevant to the dispute to the Advisory Council on Historic Preservation (Council) for recommendations regarding the dispute or comment pursuant to section 36 CFR Section 800.6(b) within the next 30 days. Any recommendation or comment provided by ACHP will be understood to pertain only to the subject of the dispute. The Navy's responsibility to carry out all the actions under this memorandum of Agreement that are not subjects of the dispute will remain unchanged.

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III. Amendments:

Any party of the MOA may propose to the other parties that it be amended, whereupon the parties will consult in accordance with 36 CFR 800.5 (e) to consider such and amendment.

IV. Termination:

Any party to this MOA may terminate it by providing thirty (30) days notice to the other parties provided that the parties will consult during the period prior to termination to seek agreement on amendments or other actions that will avoid termination. In the event of termination, the Navy in consultation with the Council and the SHPO, will determine how to carry out the Navy's responsibilities under Section 106 in a manner consistent with applicable provisions of the 36 CFR Part 800.

Execution of this Memorandum of Agreement by the Navy, and the Washington SHPO, its subsequent acceptance by the Advisory Council, and the implementation of its terms evidence that the Navy has afforded the Council an opportunity to comment on the proposed property transfer of the former Naval Reserve Center, Seattle to the City of Seattle and its effects on historic properties and has satisfied the requirements of Section 106 of the National Historic Preservation Act

APPROVED: UNITED STATES NAVY	
By M. H. CONAWAY, CAPT, CEC, USN	Date 19 NOV 99
Commanding Officer, Engineering Field Activity No	orthwest ,
APPROVED: WASHINGTON STATE HISTOR	IC PRESERVATION OFFICER
Ву	Date
ALLYSON BROOKS, Ph.D. SHPO	
CONCUR:	
CITY OF SEATTLE	
By Shits 102	Date 1/10/2000

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APPENDIX ONE

HISTORIC PRESERVATION COVENANT For Building 10 at the Naval Reserve Center, Seattle, Washington

Property description of Naval Reserve Center, Seattle Property conveyed

In consideration of the conveyance of the property described above, which contains Building 10 Grantee hereby covenants on behalf of itself, its heirs, successors and assigns at all times to the United States of America to maintain and preserve Building 10 in a manner that preserves those attributes that make this historic property eligible for inclusion in the National Register of Historic Places as follows. General building features of concern include exterior facade, roof, and fenestration, color, use of materials and mass. The specific significant exterior and interior features of this building are listed on Attachment A.

- 1. Grantee shall preserve and maintain Building 10 in accordance with the recommended approaches in the Secretary of the Interior's "Standards for Rehabilitation and Guidelines for Rehabilitating Buildings" (Department of the Interior, National Park Service).
- 2. No construction, alteration, remodeling, demolition, or other action which would materially affect the integrity or appearance of the building shall be undertaken or permitted to be undertaken without the express prior written permission of the Washington State Historic Preservation Officer (SHPO) or duly authorized representative thereof. Actions considered to materially affect the building would affect the exterior surfaces, or change the height, or alter the exterior facade (including without limitation exterior walls, windows and roofs, design, color and materials) or adversely effect the structural soundness of the building or alter a significant interior feature. However, reconstruction, repair, repainting, or refinishing of presently existing parts or elements of the building which has resulted from deterioration or wear and tear shall be permitted without the prior approval of the SHPO, provided the action is performed in a manner which will not alter the appearance or material composition of those elements of the building subject to the covenant.
- 3. The SHPO shall be permitted at all reasonable times to inspect the property in order to ascertain if the above conditions are being observed.
- 4. The Grantee agrees that the Washington SHPO may at the discretion of the SHPO, without prior notice to the Grantee, convey and assign all or part of its responsibilities contained herein to a third party.

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HISTORIC PRESERVATION COVENANT FOR BUILDING 10

- 5. In the event of a violation of this covenant, and in addition to any remedy now or hereafter provided by law, the United States Government may, following reasonable notice to the Grantee, institute any action to enjoin said violation or to recover the restoration of the property. In accordance with applicable law, the successful party may be entitled to recover all costs or expenses incurred in connection with such action, including all court costs and attorney's fees.
- 6. The failure of the Washington SHPO or the United States Government to exercise any right or remedy granted under this instrument shall not have the effect of waiving or limiting the exercise of any other right or remedy or the use of such right or remedy at any other time.
- 7. This covenant is a binding servitude on (name of grantee), its heirs, successors, and assigns in perpetuity. Restrictions, stipulations and covenants contained herein shall be inserted by grantee verbatim or by explicit reference in any deed or other legal instrument by which it divests itself of either fee simple or any lessor estate of Building 10.

This covenant shall be a binding servitude upon the real estate received that is associated with Building 10 and shall be deemed to run with the land. Execution of this covenant shall constitute conclusive evidence that (name of grantee) agrees to be bound by the foregoing conditions and restrictions and to perform the obligations set forth herein.

Department of the Navy caused this instrument to be executed this199	
UNITED STATES OF	AMERICA
Ву	
IN WITNESS WHEREOF, the Grantee, caused this instrument to be executeDay of199	ed this
Ву	

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				THE ENGLISH CONTRACTOR TO SERVICE
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Attachment A to Historic Preservation Covenant For Building 10 Naval Reserve Center, Seattle Exterior and Interior Contributing Features

Significant Exterior Features

Building architectural style is Art Deco and Art Moderne conveyed in massive concrete exterior, geometric and grooved detailing and nautical references in decorative elements (anchor/eagle emblems at west door). A continuous entablature encircles the building. with a grooved and button patterned comice articulating the parapet wall. Two story window bays are recessed and framed by the entablature, squared concrete columns and a poured concrete foundation course. Each window bay consists of paired three-light windows stacked above paired four light windows. A cast coffer-like panel separates the stacked windows. Current windows are aluminum replacements installed in 1989 (prior to historic evaluation). They are similar in detailing and operation to the original steel ones, with slightly wider sashes. A flat built up roof encloses the office space. Four-light clerestory windows on side walls and massive concrete end walls incorporating roof vents support the gabled drill hall roof. The west entryway is flanked by eight window bays on each side. The two story entry alcove projects out slightly from the main façade supported by two squared concrete columns, while the actual doorway is slightly recessed. There is a recessed window sized opening faced in wood on either side of the entry doors. There is a stairway projection trimmed with gold stars on each side. The north doorway is a simplified version of the main entry. The entry alcove projection contains three small horizontally oriented windows. It has stairway projections identical to the west entry. The roofline steps back to the fourth floor, which provides inclusive views of Lake Union from rooms on this level. The center entry on the south side contains a single glass and metal door flanked by a 3-light transom. The entry at the south end of the east side serves a loading dock, has a metal rolling door and is not a contributing feature.

Significant Interior Features

North and west entries open onto into terrazzo floored foyers decorated by a central compass. Other contributing elements of the west entry are ceiling molding, scoring on the walls, entry doors, and the granite and marble threshold doorplates. The stairwells in west entry area of the building are detailed with grooved archways, scored walls and curved elements including stair end walls and recessed display panels with cast curved frames.

The drill hall is the centerpiece of the facility with its exposed steel trusses (currently partially concealed by suspended acoustical tile ceiling) and large interior undivided space. The drill hall floor is unique, consisting of 2x4 wood stude cut into approximately 2 1/2-inch length and installed end to end into a metal track resting on a mastic covered concrete slab.

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Attachment A to Historic Preservation Covenant

There is a two-chamber damage control wet trainer located on the northeast wall. A second level balcony with a metal railing surrounds the dill hall area. The ward room located in the northeast corner of the second floor contains a roman brick fireplace built into a curved wood wall unit and a wood parquet floor, wood base boards and original doors. The former indoor rifle range area, located south of the wardroom down to room 215, retains its hinged steel window guards. The ship bridge simulation space on the fourth level at the north end is a contributing building feature. Additional contributing details include two service windows on either side of Room 223 and glazed wall tile and glass block inserts in three men's restrooms (rooms 143,219, 237).

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APPENDIX TWO

DOCUMENTATION REQUIREMENTS FOR BLDG 27

In the event of demolition or other adverse effect to Building 27, documentation will be provided as follows:

A. Photography

1. Large format (4"x5" or larger negative) photographs showing the resource in context as well as details of its historic features, which shall be processed for archival permanence in accordance with Historic American Building Survey photographic specifications. Views shall include:

Contextual views showing building in its setting
Elevation views of all elevations
Detail views of exterior architectural features
Detail views of significant interior spaces and architectural features

2. Large format (4"x 5" or larger negative) photographs printed on 8" x10" paper of original full size as built drawings. Show each floor plan, site plan, elevation, and significant architectural and structural details that may be unique or expressive of the International Style of architecture.

A. Written Documentation

A written historical and descriptive report on Building 27 shall be completed following the "outline format" as described on page 5 of the <u>Historic American</u> Building Survey- Guidelines for Preparing Written Historical and Descriptive Data (Cultural Resource Program, National Park Service, Seattle, Washington, October 1993). Work will focus on the building's architect, his other professional work and civic involvement in the city of Seattle, as well as the historical context of the building its relative importance as example of the International Styles within the City of Seattle and the Pacific Northwest.

B. Public Information Display

The City of Seattle in will develop a public information display in consultation with the SHPO and the National Park Service. This display shall include at a minimum, the following:

Photographs of Building 27 exterior and interior, and the Reserve Center site.

Description of Building 27 architectural characteristics and operational relationship to Building 10.

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APPENDIX TWO DOCUMENTATION REQUIREMENTS FOR BLDG 27

Public Information Display (Cont.)

Overview description of the life, professional work, and civic involvement of the building's architect, Paul Thiry. This overview shall include photographs of representative examples of his work in the Puget Sound region. This overview will be developed in consultation with an architectural historian who is a recognized authority on Thiry's work.

A draft of the public information display content and layout shall be submitted to the SHPO and the NPS for review and approval. Completed display shall be installed in Building 10 at a location reviewed and approved by the SHPO. Location of the display shall not detract from the historic building fabric or use and enjoyment of Building 10 by the public. Installation shall occur not later than 45 days after receipt of comments on final version of the display.

Photography and the Public Information Display will be completed before demolition or other actions creating adverse effect to Building 27, is taken.

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South Lake Union Building #10, Armory Museum Use Study

Per Planning and Development Division Director Erin Devoto's request, John Marshall, Parks architect, has reviewed the relevant Codes for a Museum Use within the existing building at the South Lake Union Park, formerly called the Armory. This review is not intended to be a comprehensive look at all the different codes and DCLU Director rules but a look at the major issue of Use.

SUMMARY- A MUSEUM USE IS ALLOWED. This means that if Parks constructs the improvements for limited or full use of the building listed in the previous memo 'South Lake Union Building # 10, Armory, Parks Occupancy of building', dated 02/13/02, then the Use is allowed.

The following is an outline of that research

Ĭ. INTENT:

04/09/02

To review the requirements for a Museum concessionaire use in the existing building.

Π. GIVEN:

Existing building:

Two story rectangular building with small partial third and fourth floors on the north side

First floor

30,000 sf (includes 13,433 sf 0f central space)

Second floor

16,567 sf not used

Third floor Fourth floor

not used

B. Construction type

assume III-N (no requirements for fire resistance)

- C. Occupancy Classification assume Museum occupancy
- D. No existing fire sprinkler system exists
- No clear fire resistive separation exists between the two story interior space and the E. offices on all sides.

III. ASSUMPTION:

Assume a Museum use of 20,000 sf including the central two story open space of 13,433 sf on the first floor

IV. CODES ANALYSIS:

A review of the current 1997 Seattle Building Code including appendices.

ALLOWABLE OCCUPANCY for museum- exhibit space is defined as Assembly Use Assembly space Group A, Division 2.1 13,433 sf/15 load factor 895 occ.,

Office space Group B

6,567 sf/100 load factor 65 occ.,

Total museum occupancy

960 occ.

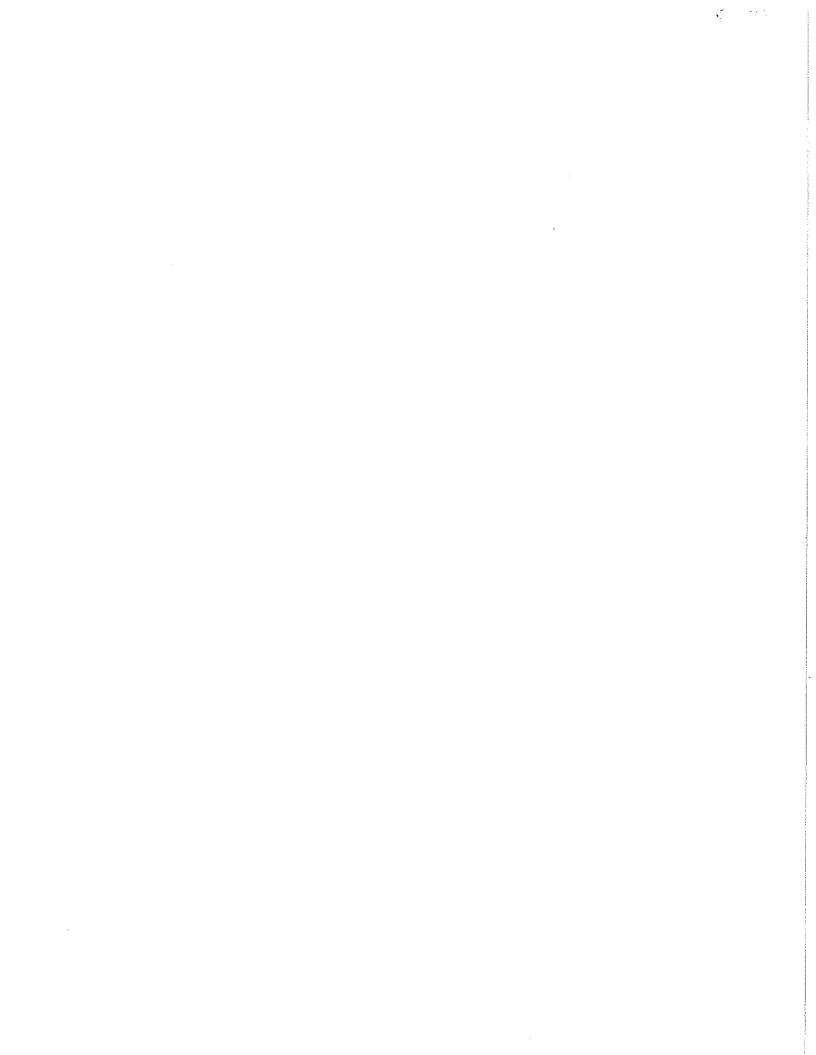
Appears to be an allowed occupancy use

В. ALLOWABLE CONSTRUCTION TYPES

Type I- FR (fire resistive), II- FR, II- one-hour, III- one-hour, IV- HT Group A-2.1 (heavy timber)

Assumed III-N is not allowed in this group. Need to upgrade existing interior materials to one-hour fire resistive construction. If no fire sprinkler system is required in other parts of this Code, adding one may substitute for providing one hour fire resistive construction.

> The Architecture Group Mohan Khandekar John W Marshall AIA Architects



South Lake Union Building #10, Armory Museum Use Study

> Group B Type I-FR, II-FR, II one-hour, III one-hour, III-N, IV-HT, V onehour, and V-N

Assumed III-N is allowed. A one-hour fire resistive separation must be provided between Group B and Group A-2.1 occupancies.

C. ALLOWABLE FLOOR AREA- SINGLE STORY

Group A-2.1 III- N not permitted III- one-hour 13,500 sf Section 504.2- for two stories- 27,000 sf Group B III- N 12,000 sf Section 504.2- for two stories- 27,000 sf III- one-hour 18,000 sf Section 504.2- for two stories- 27,000 sf Adding a fire sprinkler system generally may increase allowable floor areas.

D. ALLOWABLE BUILDING HEIGHT

Group A-2.1 III-N 2 stories Group B III-N 4 stories Existing building complies

E. OCCUPANCY SEPARATION

One-hour fire resistive construction is required between group A-Table 5-B 2.1 assembly and group B office occupancies.

v. MUSEUM FUNCTIONAL REQUIREMENTS

Costs for these items would be provided for by the museum concessionaire group

- Exhibit display systems A.
- В. Humidity control system
- C. Display lighting systems

VI. CONCLUSIONS

A MUSEUM USE IS ALLOWED

We must provide a fire sprinkler system for the assembly uses and a one-hour separation between the first floor two-story exhibit area and the offices. These costs were included in the previous memo, "Parks Occupancy of Building"; dated 02/13/02, because they are required for our use of the building.

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ROUGH BASELINE FOR USE OF SLU BLDG #10

Assume: Office and Assembly uses on 1^{st} and 2^{nd} floors, full occupancy

I.	Structural- evaluation and construction upgrades	30,000 \$1 60 ,000 to 500,000
П.	Mechanical/Energy- evaluation and construction Hot water system Electrical systems Heating system Ventilation, natural and/or mechanical Fire protection systems- Upgrades- fire alarms New- steel truss protection, sprinklers, etc Controls systems Balancing and Commissioning	\$25,000 to 30,000 \$400,000 to 600,000 \$200,000 to 300,000 \$50,000 to 250,000 \$75,000 \$50,000 to 350,000 \$75,000 to 125,000 \$50,000 to 60,000
IV.	Roofing- roofing, flashing, and drainage systems ADA Elevator/stair lift Railings, ramps, signage, door hardware, etc Restrooms- depending on Uses	\$300,000 to 400,000 \$40,000 to 500,000 \$30,000 to 50,000 \$30,000 to 250,000
V.	Further studies Hazmat review	223,000 to 250,000

Buried oil tank and contaminated soils

Asbestos- in hot water piping and boiler systems, floor tile and mastics, etc.

Lead- in paint systems

Parking and building access-stall number based on Uses, ADA routes of travel to Building, etc

LEED- \$ impact of compliance

VI. Cost Totals

CCA range \$1,875,000-3,490,000 Associated Costs \$1,125,000 to 2,094,000 Total Project Cost Estimate Range \$3,000,000 to 5,584,000

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