

ORDINANCE NO. 118185

me

Law Department

COUNCIL BILL No. 111264

INDEXED

The City of Seattle--Legislative

REPORT OF COMMITTEE

Honorable President:

Your Committee on _____

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

BBCID Committee

Full Council Vote &

Committee Chair

OK

COMPTROLLER FILE No. _____

Introduced:	By: DRAGO
Referred: <i>MAY 28 1995</i>	To: Business, Economic & Community Development Committee
Referred:	To: Committee
Referred:	To:
Reported: <i>JUN 24 1995</i>	Second Reading: <i>JUN 24 1995</i>
Third Reading: <i>JUN 24 1995</i>	Signed: <i>JUN 24 1995</i>
Presented to Mayor: <i>JUN 25 1995</i>	Approved: <i>JUN 28 1995</i>
Returned to City Clerk: <i>JUN 28 1995</i>	Published: <i>Di-Hu 3pp.</i>
Vetoed by Mayor:	Veto Published:
Passed over Veto:	Veto Sustained:

WRS

Law Department

INDEXED

The City of Seattle--Legislative Department

Date Reported
and Adopted

REPORT OF COMMITTEE

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 the same:

B3C1D Committee Do pass 30

Full Council Vote 8-0

Committee Chair

ORDINANCE 118185

1
2 AN ORDINANCE authorizing the contingent execution of a Second Supplemental
3 Agreement between The City of Seattle and the Historic Seattle Preservation and
4 Development Authority;

5 WHEREAS, Ordinance 105956 authorized the acquisition of the Good Shepherd site as
6 a playground and self-sustaining multi-purpose community center, and directed
7 the preparation of a comprehensive site plan and execution of documents to
8 implement the plan; and

9 WHEREAS, Ordinance 111865 adopted the Comprehensive Site Development Plan (the
10 "Plan") and authorized execution of the Supplemental Agreement with the
11 Historic Seattle Preservation and Development Authority ("Historic Seattle") to
12 implement the Plan; and

13 WHEREAS, the Supplemental Agreement did not specifically allow the development of
14 housing in the community center; and

15 WHEREAS, Historic Seattle has proposed that a portion of the fifth floor of the Main
16 Building, which area is currently vacant, be renovated as six (6) units of low-
17 income housing and believes that such use will not detract from other existing
18 uses on the site and will enhance the range of services offered to the community;
19 and

20 WHEREAS, Historic Seattle expects to obtain a loan with a forty (40) year term from
21 the City of Seattle to finance the renovation and operation of the low income
22 housing on the fifth floor; and

23 WHEREAS, the Good Shepherd Center is in a single family zone and Historic Seattle
24 must obtain a conditional use permit from the Department of Construction and
25 Land Use before the low-income housing will be allowed in the Good Shepherd
26 Center, which has been designated as a landmark;

27 WHEREAS, the Supplemental Agreement provided for a term of twenty-five (25)
28 years or the life of the buildings, whichever is greater; and

WHEREAS, Historic Seattle has extended the life of the buildings by making
substantial structural and other improvements to the buildings, and has applied
for financing for further improvements, necessitating clarity regarding the term
of the Supplemental Agreement; Now, Therefore.

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE
IT IS DUE TO THE QUALITY OF THE DOCUMENT.

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

2
3 Section 1. Upon receipt by Historic Seattle of a final unappealable land use
4 decision authorizing use of a portion of the fifth floor of the main building of the Good
5 Shepherd Center for low-income housing, the Director of Administrative Services is
6 hereby authorized to execute a Second Supplemental Agreement in substantially the
7 form attached as Exhibit 1, which agreement authorizes the use of a portion of the fifth
8 floor of the Main Building for low-income housing, sets a specific date for the end of
9 the Supplemental Agreement (fifty three (53) years from the date of execution of the
10 Second Supplemental Agreement, unless extended, at the option of Historic Seattle, for
11 an additional period up to a maximum of twenty four (24) years, the exact period to be
12 determined by adding two (2) years to the period of time for which Historic Seattle has
13 executed an extension of its 40 year loan agreement with the City of Seattle), and
14 amends the indemnification provisions of the Supplemental Agreement. Passage of this
15 Ordinance by the City Council shall not constitute approval of nor indicate how or
16 whether the City should approve this use under its regulatory land use powers.
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21 Section 2. Execution of the agreement authorized in Section 1 pursuant to the
22 authority and prior to the effective date of this Ordinance is hereby ratified and
23 confirmed.
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25 Section 3. This ordinance shall take effect and be in force thirty (30) days from
26 and after its approval by the Mayor, but if not approved and returned by the Mayor
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within ten (10) days after presentation, it shall take effect as provided by Municipal Code Section 1.04.020.

Passed by the City Council the 24 day of June, 1996, and signed by me in open session in authentication of its passage this 24 day of June, 1996.

John Deane
President of the City Council

Approved by me this 28 day of June, 1996.

Norman Rice
Mayor

Filed by me this June day of 28, 1996.

Judith E. Pappin
City Clerk

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE IT IS DUE TO THE QUALITY OF THE DOCUMENT.

EXHIBIT 1

DRAFT:
06/11/96 11:19 AM

Recorded at the Request of
and After Recording Return to:

Second Supplemental Agreement

This Second Supplemental Agreement, dated as of _____, 1996, is by and between the City of Seattle, a Washington municipal corporation (the "City") and Historic Seattle Preservation and Development Authority, a Washington public corporation ("HSPDA"), with the approval of Seattle-First National Bank, a national banking association ("Seafirst") as indicated below, and is made with reference to the following facts:

RECITALS

A. The City and HSPDA are parties to that certain Conveyance, Site Development and Property Use Agreement dated May 17, 1977, recorded under File No. 77052-0836, records of King County, Washington (the "Conveyance Agreement"), as amended by that certain Supplemental Agreement dated October 5, 1984 (the "Supplemental Agreement"), a memorandum of which was recorded under File No. 9110251520, records of King County, Washington (collectively, as amended, the "Agreement").

B. The Agreement governs the terms under which HSPDA is to lease, use and operate certain real property (the "Property"), and to own certain buildings located on the Property (the "Buildings"). The Property and the Buildings are commonly known as the "Good Shepherd Center" located in Seattle, Washington. Section 16 of the Agreement provides that the Buildings shall be used as a "self-sustaining, multi-purpose community center."

C. The fifth floor south bay of the "Main Building" (which is one of the Buildings) is currently vacant. HSPDA desires to renovate the fifth floor south bay of the Main Building to provide six units of low income rental housing and desires to obtain a loan from the City of Seattle, with a forty (40) year repayment term, to finance the renovation to low income rental housing. Because the proposed low-income housing use on the fifth floor does not detract from any existing use in the Buildings and because DCLU has issued a decision authorizing

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such use in the Main Building (which has been designated and is regulated as a landmark), the parties agree that the Agreement may be amended to allow the fifth floor to be used to provide six units of low-income housing.

D. Section 11(b) of the Agreement provides that HSPDA will disclose, when practical, substantial changes in use policies of the Building and allow the City and the public reasonable opportunity for comment, and set forth and process for such disclosure. HSPDA has followed the process provided in Section 11(b) and no public objection has been received.

E. The Agreement currently provides that HSPDA shall have the right to locate the Buildings on the Property for a term of the greater of 25 years or the life of the Buildings and to operate the Property consistent with the Agreement for the same term.

F. Section 23 of the Conveyance Agreement provides that HSPDA will indemnify and hold harmless the City from liability of any kind arising out of HSPDA's actions or omissions in the use of the Property, but only to the extent of any insurance to cover such liability that HSPDA has or is required to have by the Conveyance Agreement.

G. HSPDA encumbered all of its interests under the Agreement to provide security for the loan it obtained from Seafirst, to partially fund its obligations under the Agreement. As a requirement to obtain the loan, the parties agreed not to amend certain provisions of the Agreement without the prior written consent of Seafirst. As indicated below, the parties have obtained the approval of Seafirst for the amendments contained in this Second Supplemental Agreement.

H. This Second Supplemental Agreement was approved by the Council of the City on _____, 1996 pursuant to Ordinance No. _____.

I. HSPDA obtained a master use permit decision ("MUP") from the Department of Construction and Land Use on _____, 1996, MUP No. _____, authorizing use of the fifth floor of the Main Building as 6 units of low-income housing.

AGREEMENT

Therefore, in consideration of the foregoing and the agreements contained herein and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE IT IS DUE TO THE QUALITY OF THE DOCUMENT.

1. Housing Use. The parties agree that HSPDA may use the fifth floor south bay of the Main Building for six (6) low-income housing units, subject to and in conformance with any conditions imposed by any permit issued by the City for such use. This agreement does not eliminate the requirement for HSPDA to obtain all zoning, land use, building, environmental or other approvals that may be required by the City to construct and operate the proposed housing.

2. Term. The parties agree that the term of the Agreement including without limitation, the ground rights granted by the City to HSPDA in Section 6 of the Conveyance Agreement are hereby amended to extend to and terminate fifty three (53) years from the date of execution hereof, i.e., _____, 2049; except that, at the option of HSPDA, the term may be extended for an additional period of up to a maximum of twenty four (24) years, or until _____, 2073, the exact period of the extended term to be determined by adding two (2) years to the period of time for which HSPDA has executed an extension agreement to the forty year loan agreement with the City of Seattle referenced in paragraph C above. The above extended term of fifty three (53) years and any additional term obtained after exercising the option pursuant to this Second Supplemental Agreement shall be in effect unless sooner terminated pursuant to sections 26 and 27 of the Conveyance Agreement.

3. Indemnification. The parties agree that Section 23 of the Conveyance Agreement entitled "Indemnity" and the same provisions incorporated as part of the Supplemental Agreement are amended to delete the provision that limited HSPDA's indemnification insofar as it relates to the portions of the Building used for housing use. Section 23 of the Conveyance Agreement is amended to read as follows:

23. Indemnity: HISTORIC SEATTLE shall indemnify and hold the CITY free and harmless from liability from any and all claims, demands, losses, damages, actions or judgments of every kind and description on account of the death, injury or disability of any person and/or damage to any property or business occurring on or about the Buildings or in areas under HISTORIC SEATTLE's jurisdiction or in the exercise of rights granted by this Agreement, arising, directly or indirectly, out of or suffered by any person by reason of or in connection with any actions or omissions of HISTORIC SEATTLE, but only to the extent of any insurance HISTORIC SEATTLE may have or is required by this Agreement to carry which covers such liability; except that, in those portions of the Buildings used for housing and/or residential use, HISTORIC

SEATTLE's obligation to indemnify and hold the City free and harmless as provided in this paragraph is not limited by the extent or amount of any insurance that HSPDA is required to or actually carries.

4. Lender Provisions. While any loan to HSPDA secured by the Property is outstanding and held by any institutional or governmental lender, the parties agree that they will not (a) enter into a mutual voluntary termination of the Agreement; or (b) amend the following provisions of the Agreement: Paragraphs 6, 26 and 27 of the Conveyance Agreement and Paragraphs II and XII of the Supplemental Agreement; in each case without the prior written consent of any such lender, which consent will not be unreasonably withheld. Concurrently with notice to HSPDA, the City shall provide any such lender with copies of any notice of default under the Agreement provided to HSPDA, provided that such lender has requested such notice in writing to the City. Such lenders will have the right (but not the obligation) to cure any such default, which cure period shall be extended for a reasonable time to permit a lender to cure if cure cannot reasonably be completed within such period and lender has commenced cure with such period and thereafter diligently pursues cure to completion.

In witness whereof, the parties have executed this agreement as of the date first set forth above.

Historic Seattle Preservation
Development Authority, a
Washington public corporation

The City of Seattle, a Washington
municipal corporation, acting by and
through its Department of
Administrative Services

By _____

By _____

Its _____

Its _____

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SEAFIRST APPROVAL:

Seattle-First National Bank, a national banking association ("Seafirst"), hereby confirms and acknowledges that it has approved the amendments to the Agreement contained in the above Second Supplemental Agreement.

Seattle-First National Bank, a national banking association

By: _____
Its _____

Dated: _____, 1996.

STATE OF WASHINGTON)
)ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the _____ of Historic Seattle Preservation and Development Authority, a Washington public corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

(Seal or stamp)

Notary Public
Print Name _____
My commission expires _____

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STATE OF WASHINGTON)
)ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the _____ of the City of Seattle, a Washington municipal corporation, acting by and through its Department of Administrative Services, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

(Seal or stamp)

Notary Public
Print Name _____
My commission expires _____

STATE OF WASHINGTON)
)ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the _____ of Seattle-First National Bank, a national banking association, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

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City of Seattle
Department of Administrative Services

Kenneth J. Nakatsu, Director
Norman E. Rice, Mayor



May 15, 1996

Honorable Jan Drago, President
City Council
City of Seattle

VIA: Tom Tierney, OMP Director

Dear President Drago:

SUBJECT: Proposed Legislation - Good Shepherd Center Site

The attached legislation proposes to amend the existing agreement with Historic Seattle for the Good Shepherd Center site, authorizing development of low-income housing and extending the term of the agreement.

Use and management of the buildings at the Good Shepherd Center site were granted to Historic Seattle under a Conveyance, Site Development and Property Use Agreement executed in 1976. The term of that agreement is 25 years or the life of the buildings, whichever is greater. Under the Comprehensive Site Development Plan and Supplemental Agreement executed in 1985, it was further defined that the buildings would be maintained as a self-sustaining, multi-purpose community center.

Historic Seattle has proposed the development of six low-income housing units in the vacant fifth floor of the main building. Because housing was not specifically included in the defined uses under the comprehensive site plan, the supplemental agreement authorized by the proposed legislation would clarify that housing use is permitted. Extension of the term of the agreement is necessary for Historic Seattle to obtain the financing for the development of the housing units.

Additional housing development at the site will require a DCLU Special Exception process to be permitted in a single family zone. As this process has not been completed, execution of the agreement is contingent upon issuance of the permit.

We respectfully request passage of this legislation at the earliest opportunity. If you have any questions, please contact Mary Pearson at 684-0407.

Sincerely,

Kenneth J. Nakatsu
Director

KJN:mp:tat

Attachment

cc: Joann Cowan, OMP Terry Dunning, Parks Tom English, DHHS

RECEIVED

MAY 23 1996

JAN DRAGO
COUNCILMEMBER

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An equal employment opportunity affirmative action employer

ORDINANCE

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AN ORDINANCE authorizing the contingent execution of a Second Supplemental Agreement between The City of Seattle and the Historic Seattle Preservation and Development Authority;

WHEREAS, Ordinance 105956 authorized the acquisition of the Good Shepherd site as a playground and self-sustaining multi-purpose community center, and directed the preparation of a comprehensive site plan and execution of documents to implement the plan; and

WHEREAS, Ordinance 111865 adopted the Comprehensive Site Development Plan (the "Plan") and authorized execution of the Supplemental Agreement with the Historic Seattle Preservation and Development Authority ("Historic Seattle") to implement the Plan; and

WHEREAS, the Supplemental Agreement did not specifically allow the development of housing in the community center; and

WHEREAS, Historic Seattle has proposed that a portion of the fifth floor of the Main Building, which area is currently vacant, be renovated as six (6) units of low-income housing and believes that such use will not detract from other existing uses on the site and will enhance the range of services offered to the community; and

WHEREAS, Historic Seattle expects to obtain a loan with a forty (40) year term from the City of Seattle to finance the renovation and operation of the low income housing on the fifth floor; and

WHEREAS, the Good Shepherd Center is in a single family zone and Historic Seattle must obtain a conditional use permit from the Department of Construction and Land Use before the low-income housing will be allowed in the Good Shepherd Center, which has been designated as a landmark;

WHEREAS, the Supplemental Agreement provided for a term of twenty-five (25) years or the life of the buildings, whichever is greater; and

WHEREAS, Historic Seattle has extended the life of the buildings by making substantial structural and other improvements to the buildings, and has applied for financing for further improvements, necessitating clarity regarding the term of the Supplemental Agreement. Now, Therefore,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

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BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS

Section 1. Upon receipt by Historic Seattle of a final unappealable land use decision authorizing use of a portion of the fifth floor of the main building of the Good Shepherd Center for low-income housing, the Director of Administrative Services is hereby authorized to execute a Second Supplemental Agreement in substantially the form attached as Exhibit 1, which agreement authorizes the use of a portion of the fifth floor of the Main Building for low-income housing, sets a specific date for the end of the Supplemental Agreement (fifty three (53) years from the date of execution of the Second Supplemental Agreement, unless extended, at the option of Historic Seattle Preservation and Development Authority, for an additional twenty four (24) years), and amends the indemnification provisions of the Supplemental Agreement. Passage of this Ordinance by the City Council shall not constitute approval of nor indicate how or whether the City should approve this use under its regulatory land use powers.

Section 2. Execution of the agreement authorized in Section 1 pursuant to the authority and prior to the effective date of this Ordinance is hereby ratified and confirmed.

Section 3. This ordinance shall take effect and be in force thirty (30) days from and after its approval by the Mayor, but if not approved and returned by the Mayor within ten (10) days after presentation, it shall take effect as provided by Municipal Code Section 1.04.020.

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Passed by the City Council the _____ day of _____, 19____, and signed by
me in open session in authentication of its passage this _____ day of _____, 19____.

President _____ of the City Council

Approved by me this _____ day of _____, 19____.

Mayor

Filed by me this _____ day of _____, 19____.

City Clerk

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EXHIBIT 1

DRAFT:
05/20/96 3:34 PM

Recorded at the Request of
and After Recording Return to:

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RECITALS

A. The City and HSPDA are parties to that certain Conveyance, Site Development and Property Use Agreement dated May 17, 1977, recorded under File No. 7705260836, records of King County, Washington (the "Conveyance Agreement"), as amended by that certain Supplemental Agreement dated October 5, 1984 (the "Supplemental Agreement"), a memorandum of which was recorded under File No. 9110251520, records of King County, Washington (collectively, as amended, the "Agreement").

B. The Agreement governs the terms under which HSPDA is to lease, use and operate certain real property (the "Property"), and to own certain buildings located on the Property (the "Buildings"). The Property and the Buildings are commonly known as the "Good Shepherd Center" located in Seattle, Washington. Section 16 of the Agreement provides that the Buildings shall be used as a "self-sustaining, multi-purpose community center."

C. The fifth floor south bay of the "Main Building" (which is one of the Buildings) is currently vacant. HSPDA desires to renovate the fifth floor south bay of the Main Building to provide six units of low income rental housing and desires to obtain a loan from the City of Seattle, with a forty (40) year repayment term, to finance the renovation to low income rental housing. Because the proposed low-income housing use on the fifth floor does not detract from any existing use in the Buildings and because DCLU has issued a decision authorizing

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such use in the Main Building (which has been designated and is regulated as a landmark), the parties agree that the Agreement may be amended to allow the fifth floor to be used to provide six units of low-income housing.

D. Section 11(b) of the Agreement provides that HSPDA will disclose, when practical, substantial changes in use policies of the Building and allow the City and the public reasonable opportunity for comment, and set forth and process for such disclosure. HSPDA has followed the process provided in Section 11(b) and no public objection has been received.

E. The Agreement currently provides that HSPDA shall have the right to locate the Buildings on the Property for a term of the greater of 25 years or the life of the Buildings and to operate the Property consistent with the Agreement for the same term.

F. Section 23 of the Conveyance Agreement provides that HSPDA will indemnify and hold harmless the City from liability of any kind arising out of HSPDA's actions or omissions in the use of the Property, but only to the extent of any insurance to cover such liability that HSPDA has or is required to have by the Conveyance Agreement.

G. HSPDA has encumbered all of its interests under the Agreement to provide security for a loan it obtained from Seafirst, to partially fund its obligations under the Agreement. As a requirement to obtain the loan, the parties agreed not to amend certain provisions of the Agreement without the prior written consent of Seafirst. As indicated below, the parties have obtained the approval of Seafirst for the amendments contained in this Second Supplemental Agreement.

H. This Second Supplemental Agreement was approved by the Council of the City on _____, 1996 pursuant to Ordinance No. _____.

I. HSPDA obtained a master use permit decision ("MUP") from the Department of Construction and Land Use on _____, 1996, MUP No. _____, authorizing use of the fifth floor of the Main Building as 6 units of low-income housing.

AGREEMENT

Therefore, in consideration of the foregoing and the agreements contained herein and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. Housing Use. The parties agree that HSPDA may use the fifth floor south bay of the Main Building for six (6) low-income housing units, subject to and in conformance with any conditions imposed by any permit issued by the City for such use. This agreement does not eliminate the requirement for HSPDA to obtain all zoning, land use, building, environmental or other approvals that may be required by the City to construct and operate the proposed housing.

2. Term. The parties agree that the term of the Agreement including without limitation, the ground rights granted by the City to HSPDA in Section 6 of the Conveyance Agreement are hereby amended to extend to and terminate fifty three (53) years from the date of execution hereof, i.e., _____, 2049; except that, at the option of HSPDA, the term may be extended an additional twenty four (24) years, until _____, 2073, if HSPDA has executed an extension (of at least thirty five (35) years) to the forty year loan agreement with the City of Seattle referenced in paragraph C above. The above term and any option exercised pursuant to this Second Supplemental Agreement shall be in effect unless sooner terminated pursuant to sections 26 and 27 of the Conveyance Agreement.

3. Indemnification. The parties agree that Section 23 of the Conveyance Agreement entitled "Indemnity" and the same provisions incorporated as part of the Supplemental Agreement are amended to delete the provision that limited HSPDA's indemnification insofar as it relates to the portions of the Building used for housing use. Section 23 of the Conveyance Agreement is amended to read as follows:

23. Indemnity: HISTORIC SEATTLE shall indemnify and hold the CITY free and harmless from liability from any and all claims, demands, losses, damages, actions or judgments of every kind and description on account of the death, injury or disability of any person and/or damage to any property or business occurring on or about the Buildings or in areas under HISTORIC SEATTLE's jurisdiction or in the exercise of rights granted by this Agreement, arising, directly or indirectly, out of or suffered by any person by reason of or in connection with any actions or omissions of HISTORIC SEATTLE, but only to the extent of any insurance HISTORIC SEATTLE may have or is required by this Agreement to carry which covers such liability; except that, in those portions of the Buildings used for housing, HISTORIC SEATTLE's obligation to indemnify and hold the City free and harmless as provided in this paragraph is not limited in any way, either by the amount of any

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insurance that HSPDA is required to or actually carries or by any other factor.

4. Lender Provisions. While any loan to HSPDA secured by the Property is outstanding and held by any institutional or governmental lender, the parties agree that they will not (a) enter into a mutual voluntary termination of the Agreement; or (b) amend the following provisions of the Agreement: Paragraphs 6, 26 and 27 of the Conveyance Agreement and Paragraphs II and XII of the Supplemental Agreement; in each case without the prior written consent of any such lender, which consent will not be unreasonably withheld. Concurrently with notice to HSPDA, the City shall provide any such lender with copies of any notice of default under the Agreement provided to HSPDA, provided that such lender has requested such notice in writing to the City. Such lenders will have the right (but not the obligation) to cure any such default, which cure period shall be extended for a reasonable time to permit a lender to cure if cure cannot reasonably be completed within such period and lender has commenced cure with such period and thereafter diligently pursues cure to completion.

In witness whereof, the parties have executed this agreement as of the date first set forth above.

Historic Seattle Preservation
Development Authority, a
Washington public corporation

The City of Seattle, a Washington
municipal corporation, acting by and
through its Department of
Administrative Services

By _____

By _____

Its _____

Its _____

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STATE OF WASHINGTON)
)ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the _____ of the City of Seattle, a Washington municipal corporation, acting by and through its Department of Administrative Services, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

(Seal or stamp)

Notary Public
Print Name _____
My commission expires _____

STATE OF WASHINGTON)
)ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the _____ of Seattle-First National Bank, a national banking association, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

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ROUTING SLIP FOR REQUEST FOR LEGISLATIVE ACTION

Originating Department: Administrative Services

Council Sponsor:

Date: March 29, 1996

Subject: AN ORDINANCE authorizing the execution of an amendment to the Supplemental Agreement between The City of Seattle and the Historic Seattle Preservation and Development Authority to carry out the Comprehensive Site Development Plan for the Good Shepherd Center site.

Date Received Date Forwarded

OMP:

Law:

Legislation should be rerouted in the order listed.

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City of Seattle
Department of Administrative Services

Kenneth J. Nakatsu, Director
Norman B. Ryan, Mayor



May 15, 1996

Honorable Jan Drago, President
City Council
City of Seattle

VIA: Tom Tierney, OMP Director

Dear President Drago:

SUBJECT: Proposed Legislation - Good Shepherd Center Site

The attached legislation proposes to amend the existing agreement with Historic Seattle for the Good Shepherd Center site, authorizing development of low-income housing and extending the term of the agreement.

Use and management of the buildings at the Good Shepherd Center site were granted to Historic Seattle under a Conveyance, Site Development and Property Use Agreement executed in 1976. The term of that agreement is 25 years or the life of the buildings, whichever is greater. Under the Comprehensive Site Development Plan and Supplemental Agreement executed in 1985, it was further defined that the buildings would be maintained as a self-sustaining, multi-purpose community center.

Historic Seattle has proposed the development of six low-income housing units in the vacant fifth floor of the main building. Because housing was not specifically included in the defined uses under the comprehensive site plan, the supplemental agreement authorized by the proposed legislation would clarify that housing use is permitted. Extension of the term of the agreement is necessary for Historic Seattle to obtain the financing for the development of the housing units.

Additional housing development at the site will require a DCLU Special Exception process to be permitted in a single family zone. As this process has not been completed, execution of the agreement is contingent upon issuance of the permit.

We respectfully request passage of this legislation at the earliest opportunity. If you have any questions, please contact Mary Pearson at 684-0407.

Sincerely,

A handwritten signature in black ink, appearing to read 'Kenneth J. Nakatsu'.

Kenneth J. Nakatsu
Director

KJN:mp:ta:

Attachment

cc: Joann Cowan, OMP Terry Dunning, Parks Tom English, DHHS

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE
IT IS DUE TO THE QUALITY OF THE DOCUMENT.

City of Seattle

Executive Department—Office of Management and Planning

Thomas M. Tierney, Director
Norman B. Rice, Mayor

April 5, 1996

The Honorable Mark Sidran
City Attorney
City of Seattle

Dear Mr. Sidran:

The Mayor is proposing to the City Council that the enclosed legislation be adopted.

REQUESTING DEPARTMENT Administrative Services

SUBJECT: AN ORDINANCE authorizing the contingent execution of a Second Supplemental Agreement between The City of Seattle and the Historic Seattle Preservation and Development Authority.

Pursuant to the City Council's S.O.P. 100-014, the Executive Department is forwarding this request for legislation to your office for review and drafting.

After reviewing this request and any necessary redrafting of the enclosed legislation, return the legislation to OMP. Any specific questions regarding the legislation can be directed to Monica Power at 684-8076.

Sincerely,

Norman B. Rice
Mayor

by



Tom Tierney, Director

legis:power1

Enclosure

96-087



5/11/96
OK 8/2/96

COPY RECEIVED
96 APR -8 AM 9:30
FILE ON ATTORNEY

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SPONSORSHIP

THE ATTACHED DOCUMENT IS SPONSORED FOR FILING WITH THE CITY COUNCIL BY THE MEMBER(S) OF THE CITY COUNCIL WHOSE SIGNATURE(S) ARE SHOWN BELOW:

Les Dray

FOR CITY COUNCIL PRESIDENT USE ONLY

COMMITTEE(S) REFERRED TO: _____

PRESIDENT'S SIGNATURE

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City of Seattle

TITLE-ONLY PUBLICATION

The full text of the following ordinance, passed by the City Council on June 24, 1996, and published here by title only, will be mailed, at no cost, upon request for two months after this publication. For further information, contact the Seattle City Clerk at 684-8344.

ORDINANCE NO. 118185

AN ORDINANCE authorizing the contingent execution of a Second Supplemental Agreement between the City of Seattle and the Historic Seattle Preservation and Development Authority.

ORDINANCE NO. 118187

Relating to the Water Department, amending Section 2 of Ordinance 117325 to establish the fair market value of certain surplus property. (192207-9003)

ORDINANCE NO. 118188

Authorizing an expenditure from the Judgment/Claims Fund to settle the claim of Ruth M. Knight (C-64531), all by a two-thirds vote of the City Council.

ORDINANCE NO. 118191

AN ORDINANCE relating to telecommunications; authorizing the Department of Administrative Services and the City Light Department to enter into an interagency agreement with other governmental entities to participate in a project to share fiber optic cables; increasing the expenditure allowance in the 1996 budget of the Department of Administrative Services; and allowing the Department of Administrative Services to receive reimbursement from the other agencies participating in the project for the costs attributable to them; all by a three-fourths vote of the City Council.

ORDINANCE NO. 118192

AN ORDINANCE relating to the Community Development Block Grant First Loan Program; authorizing a short-term loan of up to Eight Hundred Thousand Dollars (\$800,000) in Block Grant funds to On The Boards, a Washington nonprofit corporation, for an economic development project involving the purchase of the Queen Ann Hall; and authorizing an amendment to the City of Seattle's 1996 Consolidated Plan.

ORDINANCE NO. 118193

AN ORDINANCE appropriating money to pay certain additional claims and orders; the payment thereof.

Publication ordered by JUDITH PIP-PIN, City Clerk.

Date of official publication in the Daily Journal of Commerce, Seattle, July 15, 1996. 742791200

STATE OF WASHINGTON - KING COUNTY

City Clerk

-S-

No. 11819 -11819

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 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 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

CTOT: 118185, 87, 98, 91

was published on

07/15/96

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

07/15/96 [Signature]

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

Affidavit of Publication

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