



City of Seattle

Seattle Police Department

April 12, 2011

VIA CERTIFIED AND {FIRST CLASS MAIL OR PERSONAL SERVICE}
Through Captain Robin Clark

RE: Declaration of Chronic Nuisance Property
Property located at 8201 Aurora Avenue North, Seattle, WA 98103, The Everspring Inn.

Dear Mr. Steven McDaniel:

You have been identified as the person in charge of the property listed above. Pursuant to the authority granted to me as Chief of Police under Seattle Municipal Code (SMC) 10.09, I have declared the property located at 8201 Aurora Avenue North, Seattle, WA 98103, The Everspring Inn to be a Chronic Nuisance Property. This declaration was made based upon the following nuisance activities which have occurred on the property during a 60 day period:

(Please see Attachment A [pages 2-3])

As the person in charge of a chronic nuisance property, **you must respond within seven (7) days of service of this notice to discuss a course of action to correct the nuisance.** If you fail to respond to this notice within seven (7) days or if you fail to voluntarily correct the nuisance to the satisfaction of the Chief of Police, the City may file an action to abate your property as a chronic nuisance property pursuant to SMC 10.09.060 and/or take other action against the property or person in charge.

Failure to respond to this notice or failure to voluntarily abate the chronic nuisance to the satisfaction of the Chief of Police will subject you to a penalty of up to **\$500.00 per day** from the date of this notice. If the owner of a chronic nuisance property is not the person in charge of the property, the owner shall promptly take all reasonable steps requested in writing by the Chief of Police to assist in abatement of the nuisance property. An owner who fails to comply with the request will be subject to a penalty of up to **\$25,000.00** (SMC 10.09.050).

You may respond to this notice by electronic mail to Sergeant Dianne Newsom:
Dianne.Newsom@Seattle.gov

Thank you for your attention to this matter.

Sincerely,

Clark Kimerer
Acting Chief of Police



Seattle Police Department, 610 Fifth Avenue, PO Box 34986, Seattle, WA 98124-4986
An equal employment opportunity, affirmative action employer.
Accommodations for people with disabilities provided upon request. Call (206) 233-7203 at least two weeks in advance.

ATTACHMENT A

February 9, 2011

NARCOTICS Seattle Police Department (SPD) Report (11-47565) – SPD Officers contacted a suspicious vehicle in the parking lot of the Everspring Inn, 8201 Aurora Avenue North, Seattle, WA 98103. SPD Officers recovered drug paraphernalia (rubber hose and glass pipe) and placed these into evidence.

February 10, 2011

NARCOTICS SPD Report (11-48867) – SPD Officers assisted as Department of Corrections (DOC) attempted to contact several subjects for DOC house checks and escape warrants. DOC and SPD Officers contacted a subject in room #214 at the Everspring Inn, 8201 Aurora Avenue North, Seattle, WA 98103, and found .3 grams of rock cocaine. The subject was arrested by DOC.

March 3, 2011

NARCOTICS SPD Report (11-71953) – SPD Officers were conducting a follow up investigation with a Special Agent from the US Secret Service. SPD Officers contacted the occupants of room #310 of the Everspring Inn, 8201 Aurora Avenue North, Seattle, WA 98103, and were invited inside. SPD Officers recovered drug paraphernalia and 5.5 grams of heroin.

March 10, 2011

NARCOTICS SPD Report (11-79265) – SPD Officers were arresting a warrant suspect in room #312 of the Everspring Inn, 8201 Aurora Avenue North, Seattle, WA 98103. While they were inside the room, the SPD Officers located 4.6 grams of suspected heroin and .7 grams of crack cocaine in plain view.

March 10, 2011

NARCOTICS SPD Report (11-79891) – SPD Officers were on a premise check of Everspring Inn when a known warrant suspect and an unidentified male entered the Everspring Inn, 8201 Aurora Avenue North, Seattle, WA 98103. SPD Officers contacted the two individuals and the male attempted to hide a glass pipe between cushions of a chair. The subject with the warrant was arrested and officers recovered a syringe with suspected heroin.

March 24, 2011

NARCOTICS SPD Report (11-95402) – SPD Officers were on a premise check of the Everspring Inn, 8201 Aurora Avenue North, Seattle, WA 98103 and they were investigating suspicious activity in room #313 of the Everspring Inn. SPD Officers contacted the occupants of #313 and were invited inside the room. SPD Officers indicated that the occupants were preparing to cook what appeared to be crack cocaine. SPD Officers also recovered a crack pipe and 33.4 grams of suspected cocaine.

April 6, 2011

NARCOTICS SPD Report (11-110293) – SPD Officers were conducting an investigation of room #212 of the Everspring Inn, 8201 Aurora Avenue North, Seattle, WA 98103 and observed a zip lock baggie on a bed containing suspected methamphetamines.

April 7, 2011

NARCOTICS SPD Report (11-111492) – SPD Officers arrested a warrant suspect in room #314 of the Everspring Inn, 8201 Aurora Avenue North, Seattle, WA 98103. SPD Officers recovered suspected heroin search incident to arrest.



Seattle City Attorney

Peter S. Holmes

June 23, 2011

Steven McDaniel
18139 132nd Place Southeast
Renton, WA 98058

Re: Property located at 8201 Aurora Avenue North, Seattle WA 98103, Everspring Inn

Dear Mr. McDaniel:

Thank you for meeting with Sergeant Dianne Newsom, Officer David Gordon and me on Thursday, June 23, 2011. We appreciate your openness and cooperation in discussing the declaration of Chronic Nuisance Property in respect to the Everspring Inn.

During our meeting, we briefly discussed the chronic nuisance ordinance and the liabilities and penalties Construction Expeditors Inc. and Prime Pacific Bank could be facing if the nuisance is not abated. Sergeant Newsom and Officer Gordon provided important measures that need to be taken to help abate the nuisance problems occurring at the Everspring Inn.

The following is a list of some of the major proposals that need to be adopted to help abate the nuisance:

- Provide the community with a 24 hour contact number to address any issues or problems. Thank you for providing your cell number.
- Provide 24 hour video surveillance of the parking lot and all doors (exit and entry ways).
- Provide signs indicating that the building is being monitored by video.
- All doors should be locked by 11pm. You indicated that the doors are locked at 8pm, which is even better.
- Maintain a person at the front desk all day and all night for 24 hours.
- Hire night-time security to monitor the entire building.
- Actively enforce a zero tolerance visitor policy (no overnight visitors who are not checked in at the desk)
- Continue to ask for valid identification (i.e. Washington Driver's License) from patrons.
- Continue to scan the identification and maintain the database of identification.
- Fix the south door alarm
- Sign the Trespass Warning program (which you did, thank you)
- Ensure that all the "Conditions of Entry" signs we provided are posted by all entry and exit ways.

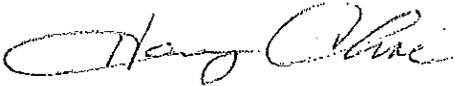
We appreciate your willingness to implement the above proposals. As I indicated to you in the meeting, the specific conditions will have to be memorialized in a contract called a "correction

June 23, 2011

Page 2

agreement." We also appreciate your willingness to meet with the local community leaders and to offer assurances both to the community and Seattle Police Department (SPD) of the proactive steps you and Construction Expeditors Inc. will be taking to abate the nuisance at the Everspring Inn. If you have any questions or comments regarding these discussions, please contact me immediately at (206) 233-2020 or Sergeant Dianne Newsom at (206) 684-0794.

Sincerely,



Henry Chae
Assistant City Attorney
North Precinct Liaison Attorney
(206) 233 - 2020

CC: Sergeant Dianne Newsom, North Precinct CPT Supervisor
Officer David Gordon, North Precinct SPD CPT
Jeff Pinorini

CHRONIC NUISANCE PROPERTY CORRECTION AGREEMENT
8201 Aurora Avenue North Seattle, WA 98103 (Everspring Inn)

This Agreement is entered into this 8 day of SEP, 2011 (the "Effective Date"), between the City of Seattle, acting through the Chief of the Seattle Police Department, ("SPD") and Puar and Sons, LLC, who is the Owner through Takhvir Singh (managing member), Person in Charge of the property located at 8201 Aurora Avenue North, Seattle, WA 98103, known as the Everspring Inn.

1. Recitals and Representations

A. The City of Seattle has enacted into law, the provisions of Seattle Municipal Code (SMC) 10.09 et seq., which gives the City the authority to identify as a "Chronic Nuisance Property" those properties which meet the criteria enumerated in SMC 10.09.010(4) and to take action to cause the same to be corrected and the nuisance abated.

B. Pursuant to the authority granted in SMC 10.09.030, the Chief of Police has declared the property located at 8201 Aurora Avenue North, Seattle WA 98103 known as the Everspring Inn (the "Property"), to be a Chronic Nuisance Property upon the specific facts and circumstances and requirements for abatement and correction set forth in the written notice of Declaration of Chronic Nuisance Property ("Notice") dated April 12, 2011, a copy of which is attached hereto and incorporated herein by this reference.

C. On June 16, 2011, the Notice was personally served and a copy was sent by certified mail on June 16, 2011 as provided in SMC 10.09.030.

D. Takhvir Singh has confirmed that he is a managing member for Puar and Sons, LLC (Owner) and that he is the Person in Charge of the Property as defined in this Agreement and in SMC 10.09.010, and that the Notice attached to this Agreement was received.

E. Takhvir Singh will be referred to in this Agreement as "the Principal", and he represents and confirms that there are no persons not identified in this Agreement who are a Person in Charge or Owner of the Property.

F. The Principal is entering this Agreement and taking steps to abate the nuisance specified in the Notice as set forth in this Agreement as a free and voluntary act.

Based upon the foregoing affirmative Recitals and Representations by the Principal, which he acknowledges to be the material inducement to the City to forbear taking further action to abate the nuisance through exercise of its police powers as defined in SMC 10.09, the City and the Principal agree upon the following terms and conditions as authorized in SMC 10.09.040.

2. Definitions

For purposes of this Agreement, the following words or phrases shall have the meaning prescribed below:

1. "Abate" means to repair, replace, remove, destroy, or otherwise remedy a condition which constitutes a violation of this chapter by such means and in such a manner and to such an extent as the Chief of Police determines is necessary in the interest of the general health, safety and welfare of the community.
2. "Chief of Police" means the Chief of Police or his or her designees.
3. "Control" means the power or ability to direct or determine conditions, conduct, or events occurring on a property.
4. "Chronic nuisance property" means:
 - a. a property on which three or more nuisance activities as described in subsection 5 of this Section, exist or have occurred during any sixty-day period or seven or more nuisance activities have occurred during any twelve-month period, or
 - b. a property which, upon a request for execution of a search warrant, has been the subject of a determination by a court two or more times within a twelve-month period that probable cause exists that illegal possession, manufacture or delivery of a controlled substance or related offenses as defined in RCW Chapter 69.50 has occurred on the property.
5. "Nuisance activity" includes:
 - a. a "most serious offense" as defined in RCW 9.94A;
 - b. a "drug related activity" as defined in RCW 59.18.130;
 - c. any of the following activities, behaviors or criminal conduct:
 1. Assault, Fighting, Menacing, Stalking, Harassment or Reckless Endangerment, as defined in SMC Chapter 12A.06;
 2. Promoting, advancing or profiting from prostitution as defined in Chapter 9A.88 RCW;
 3. Prostitution, as defined in SMC 12A.10.020;

4. Permitting Prostitution, as defined in SMC 12A.10.060;
 5. Obstructing pedestrian or vehicular traffic, as defined in SMC12A.12.015(4);
 6. Failure to Disperse, as defined in SMC 12A.12.020;
 7. Weapons violations, as defined in SMC Chapter 12A.14;
 8. Drug Traffic Loitering, as defined in SMC 12A.20.050(B);
 9. Gang related activity, as defined in RCW 59.18.030(16).
6. "Owner" means any person who, alone or with others, has title or interest in any property.
 7. "Person" means an individual, group of individuals, corporation, partnership, association, club, company, business trust, joint venture, organization, or any other legal or commercial entity or the manager, lessee, agent, officer or employee of any of them.
 8. "Person in Charge" of a property means the owner and, if different than the owner, any other person in actual or constructive possession of a property, including but not limited to, a lessee, tenant, occupant, agent, or manager of a property under his or her control.
 9. "Property" means any land and that which is affixed, incidental or appurtenant to land, including but not limited to any business or residence, parking area, loading area, landscaping, building or structure or any separate part, unit or portion thereof.
 10. "RCW" means the Revised Code of Washington.
 11. "SMC" means Seattle Municipal Code.

3. Objective of Agreement

The Principal recognizes and agrees that the objective of this Agreement is to abate and correct the nuisance identified in the Notice without causing the City to seek enforcement and abatement as provided in SMC 10.09. The Principal further recognizes that it is solely the obligation of the Principal to abate and correct the nuisance as required under the Seattle Municipal Code, and that the Principal's promises contained in this Agreement are material inducements to the City's forbearance to enforce the City's Nuisance code provisions during the term of this Agreement. The Principal further recognizes that the City's willingness to enter into this Agreement does not in any

manner constitute a guarantee that the steps identified will succeed in abatement or correction, nor does the Principal's performance of the terms of this Agreement relieve the Principal of the obligation to initiate additional measures to correct and abate the nuisance should additional measures be required. The Principal further recognizes and agrees that in the event that the nuisance is not abated and corrected despite the reasonable good faith efforts on the part of Principal, the City is not restricted in its ability to take action to abate the nuisance as provided in SMC 10.09, nor excuse the Principal from further action to abate and correct the nuisance; provided however, the City agrees to refrain from taking further action to abate the nuisance through exercise of its police powers as defined in SMC 10.09 while Principal is making good faith efforts to take the actions set forth in Section 4B of this Agreement .

4. Time and Steps to Abate and Correct Nuisance

A. Upon execution of this Agreement, the Principal shall undertake the actions listed in 4B within their corresponding time deadlines in 4B, in order that the nuisance conditions shall be abated not later than 90 days from the effective date of this Agreement. The Parties shall observe the Property for a 30 day period following the initial 90 days of this Agreement to ensure that the nuisance is fully abated. After the initial 90 days and the next 30 days (120 days combined), if the nuisance has been fully abated, then the City shall notify the Principal of this in writing. From the date of that notification, the City shall then monitor the Property for 180 days to ensure that the nuisance does not return. If the City determines the nuisance has not been abated at the end of the initial 90 days from the effective date of this Agreement, or the nuisance has not been fully abated after the next 30 days, or the nuisance returns during the succeeding 180 days, City shall notify the Principal in writing that such nuisance has not been abated.

B. Specifically, the Principal shall take the following action:

- 1. Provide the community and Seattle Police Department with a 24 hour contact number to address any issues or problems.**
- 2. Install, use and maintain a 24 hour video surveillance of the parking lot, garage parking, all the doors to the building, and the entire outside perimeter of the building.**
- 3. Maintain barbed fencing on the west side of building above the covered garage.**
- 3. All doors are to be locked at 8pm or 2000 hours.**
- 4. Maintain a person at the front desk all day and all night for 24 hours.**
- 5. Provide a night-time security person between the hours of 8pm-8am to monitor the entire building. (This can be the same person as the**

front desk person Sunday through Thursday). The night-time security person shall be responsible monitoring the entire building, including the garage and the outside perimeter areas of the property.

6. On Fridays and Saturdays, the night-time security person should be a different person from the front desk person. As such, you shall employ two individuals: one person for the front desk and one person for the night-time security watch.
7. Actively enforce a zero tolerance visitor policy wherein no visitors are allowed, except for immediate family, doctor, or priest /pastor / religious figure.
8. Ask for valid identification from the patrons.
9. Scan the identification and maintain a digital database of the identification of each patron for each corresponding room.
10. Sign the Seattle Police Department's Trespass Warning Program Contract.
11. Ensure that all the "Conditions of Entry" trespass signs provided by the Seattle Police Department are posted by all entry and exit ways.
12. Principal shall meet with a representative of SPD on a regular basis to review actions, activities, and progress under this Agreement, and SPD will provide Principal with a weekly report of any reported Nuisance activity on the Property. SPD will monitor actions 1-5 above for the time period identified in section 4A to see if the actions taken by Principal abate the nuisance. If SPD determines that Principal has taken the actions set forth above, and such actions have not adequately abated the nuisance or the nuisance returns during the monitoring period, then the Principal and SPD shall meet and agree on further actions to abate the nuisance.

C. The Principal agrees that the City may, in its sole discretion, during the term of this Agreement enter onto the Property to inspect to determine compliance with the terms of this Agreement, and that the Principal will cooperate with the City in said access and inspection.

5. Failure of Best and Good Faith Efforts to Abate Nuisance

The Parties agree that the commercially practicable and good faith efforts on the part of the Principal may not abate the nuisance in whole or in part within the time

allowed due to circumstances beyond the control of Principal of which the City shall be the sole determiner in reasonable good faith. If it is determined by the City that additional time and steps may result in abatement and correction of the nuisance, the parties may amend this Agreement to include additional steps deemed reasonably necessary. If, however, the City shall determine that further steps and/or an extension of time do not hold a reasonable likelihood of abating or correcting the nuisance, it shall not be obligated to further extend this Agreement.

6. Default or Breach of Agreement

The following occurrences shall constitute a default or breach of the terms of this Agreement:

- A. Failure of the Principal to initiate and complete the steps described in Section 4B of this Agreement in a timely manner, which shall mean the time reasonably required to complete the steps identified above within the time allowed, or such additional time granted in writing;
- B. Interference by the Principal with the City's right to enter the Property as provided herein.

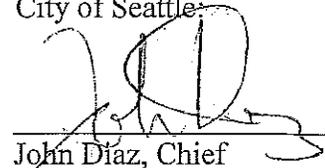
7. Remedies for Default/Failure to Abate Nuisance

The Principal agrees that if he fails to timely take the steps identified in this Agreement, as specified in Section 4, the City may declare him to be in default and terminate this Agreement, and may take all steps provided by law to abate the nuisance pursuant to SMC 10.09 et. seq., and to take all such other actions as may be allowed by law, including the denial, revocation, or refusal to renew a business or other license as provided in SMC 5.55.230 and 6.02.270.

8. Term, Survival of Terms of Agreement

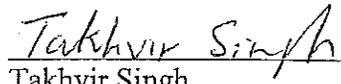
- A. The Term of this Agreement shall commence on the Effective Date and shall end on the 301st day following the Effective Date as identified in Section 4 (90 days to abate, then 30 days to observe that the nuisance is fully abated, then 180 days to monitor for any return of the nuisance) unless further extended by mutual written agreement of the Parties.
- B. The Parties agree that upon successful abatement and correction of the nuisance, the Principal shall remain obligated to take all reasonable steps to ensure that a recurrence of the abated nuisance does not take place.
- C. This agreement, including representations, admissions, and actions (or inactions) may be considered, used, or referenced in any future nuisance action or correction agreement.

City of Seattle:



John Diaz, Chief
Seattle Police Department

Owner and Person in Charge:



Takhvir Singh
Managing Member
Puar & Sons LLC



City of Seattle

Seattle Police Department

September 7, 2010

Fremont Inn, Inc
22833 Bothell-Everett Highway, #102
PMB 1101
Bothell, WA 98021

Fremont Inn, Inc
4251 Aurora Avenue N
Seattle, WA 98103

Larry C. Leonardson
10134 Main Street
Bothell, WA 98011

Larry C. Leonardson
PO Box 804
Bothell, WA 98041

Dean Inman
22833 Bothell-Everett Highway, #102
PMB 1101
Bothell, WA 98021

Dean Inman
22911 3rd Ave SE
Bothell, WA 98021

Dean Inman
4450 Green Lake Way N
Seattle, WA 98103

Jill Inman
22833 Bothell-Everett Highway, #102
PMB 1101
Bothell, WA 98021



Seattle Police Department, 610 Fifth Avenue, PO Box 34986, Seattle, WA 98124-4986

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Accommodations for people with disabilities provided upon request. Call (206) 233-7203 at least two weeks in advance.

Jill Inman
22911 3rd Ave SE
Bothell, WA 98021

Corporations Division
Office of the Secretary of State
PO Box 40234
Olympia, WA 98504-0234

VIA CERTIFIED AND FIRST CLASS MAIL OR PERSONAL SERVICE

RE: Declaration of Chronic Nuisance Property
Property located at 4251 Aurora Avenue North, Seattle Washington

Fremont Inn, Inc:

You have been identified as the person in charge of the property listed above. Pursuant to the authority granted to me as Chief of Police under Seattle Municipal Code (SMC) 10.09 I have declared the property located at 4251 Aurora Avenue North, Seattle, Washington to be a Chronic Nuisance Property. This declaration was made based upon the following nuisance activities which have occurred on the property during a 60 day period:

1. On June 29 2010 Seattle police recovered a controlled substance (cocaine) from a person on the premises. (10-221126)
2. On June 29, 2010 Seattle police arrested a suspect for the crime of Assault occurring on the premises. (10-221646)
3. On July 3, 2010 Seattle police subdued a suspect on the premises, recovering a controlled substance (heroin and cocaine) and drug paraphernalia. (10-226406)
4. On July 27, 2010 Seattle police contacted suspicious persons on the premises, recovering drug paraphernalia. (10-259019)
5. On July 30, while investigating narcotics activity, Seattle police recovered a controlled substance (heroin) and drug paraphernalia from a room. (10-263064)
6. On August 1, 2010 Seattle police responded to an incident involving a gun and recovered a controlled substance (heroin) and drug paraphernalia from a room. (10-265778)
7. On August 6, 2010 Seattle police contacted a previously trespassed person, recovering a controlled substance (cocaine and heroin) and drug paraphernalia from a room. (10-272533)

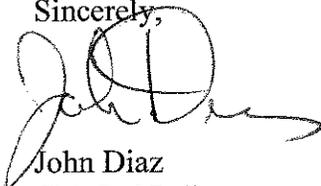
As the person in charge of a chronic nuisance property, **you must respond within seven (7) days of service of this notice to discuss a course of action to correct the nuisance.** If you fail to respond to this notice within seven (7) days or if you fail to voluntarily correct the nuisance to the satisfaction of the Chief of Police, the City may file an action to abate your property as a chronic nuisance property pursuant to SMC 10.09.060 and/or take other action against the property or person in charge.

Failure to respond to this notice or failure to voluntarily abate the chronic nuisance to the satisfaction of the Chief of Police will subject you to a penalty of up to **\$500.00 per day** from the date of this notice. If the owner of a chronic nuisance property is not the person in charge of the property, the owner shall promptly take all reasonable steps requested in writing by the Chief of Police to assist in abatement of the nuisance property. An owner who fails to comply with the request will be subject to a penalty of up to **\$25,000.00** (SMC 10.09.050).

You may respond to this notice by contacting Sergeant Dianne Newsom at 684-0784.

Thank you for your attention to this matter.

Sincerely,



John Diaz
Chief of Police

cc: Captain Robin Clark, North Precinct Commander
Lt. Ken Hicks, North Precinct Operations
Sergeant Dianne Newsom, North CPT
Bob Scales, Seattle City Attorney's Office
Edward McKenna, Seattle City Attorney's Office