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First American Title Insurance Company

THIS SPACE IS RESERVED FOR RECORDER'S USE.

REQUEST OF

1975 OCT 30 AM 8 30

UNIVERSITY FEDERAL SAVINGS AND LOAN ASSOCIATION
ELECTION, KING CO. WA.
DEPUTY

7510300042

Filed for Record at Request of
 Filed for Record at Request of
FIRST AMERICAN TITLE
 1000 2nd AVENUE
 SEATTLE WASHINGTON 98104

Name: UNIVERSITY FEDERAL SAVINGS AND LOAN ASSOCIATION

Address: 1120 N.E. 45th Street

City and State: Seattle, Wa. 98105

Statutory Warranty Deed

THE GRANTOR **LUELL WEED GUTHRIE**, as her separate estate

for and in consideration of **TEN DOLLARS AND OTHER VALUABLE CONSIDERATION**

in hand paid, conveys and warrants to **ROBBY STERN a SINGLE MAN,**

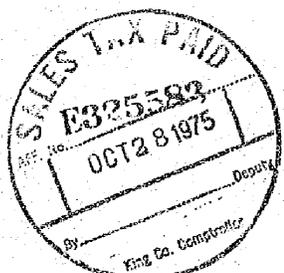
the following described real estate, situated in the County of **King**, State of Washington:

Lot 5 and the West 20 feet of Lot 10, Block 21, BURKES 2ND ADDITION to the City of Seattle, according to the plat recorded in Volume 1 of Plats, page 248, records of King County, Washington.

Situate in the City of Seattle, County of King, State of Washington.

SUBJECT TO restrictions, reservations, covenants and easements of record, if any.

25654-2



REV 30.00



Dated this **6th** day of **October**, 19 **75**

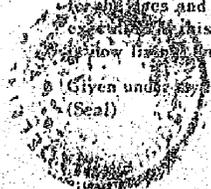
Luell Weed Guthrie
 By *Kenneth Myers* (REAL)
 LUELL WEED GUTHRIE by: **Kenneth Myers**,
 her attorney-in-fact

STATE OF WASHINGTON }
 County of King } ss.



On this 6th day of October, 19 75, before me personally appeared Kenneth Myers, who executed the within instrument as Attorney in Fact for Luell Weed Guthrie and acknowledged to me that he signed and sealed the same as his free and voluntary act and deed as attorney in fact for Luell Weed Guthrie for all uses and purposes therein mentioned, and on oath stated that the power of attorney authorizing the execution of this instrument has not been revoked and that the said Luell Weed Guthrie is now living and is not insane.

Given under my hand and official seal the day and year last above written.



Kenneth Myers
 (Signature)
 Seattle

Notary Public in and for the State of Washington, residing at



City of Seattle

Gregory J. Nickels, Mayor

Fleets and Facilities Department

Brenda Bauer, Director

November 13, 2006

Cynthia Andrews, Interim Director
Central Area Senior Center
500 - 30th Ave. S.
Seattle, WA 98144

Dear Ms. Andrews,

As you know, the City has a lease with Senior Services of King County for the Central Area Senior Center located at 500 - 30th Ave. S. While the term of the current lease has expired, it has not been terminated by either party and therefore remains in effect on a holdover basis as long as both parties are in agreement.

A new lease will require the approval, by ordinance, of the Seattle City Council. An appraisal of market rents and the market value of the improvements will be required. We anticipate conducting this work in early 2007, and can work with you over the coming months to put a new lease in place.

The facility has been operated successfully at this location for many years and there is widespread support for it to continue. We have no plans to consider any change in the current use of the property for senior services.

Sincerely,

A handwritten signature in black ink that reads "Hillary Hamilton".

Hillary Hamilton
Acting Director
Real Estate Services
206 684-0414

cc: Barbara Brannan
Tanya Reeves

MUTUAL AND OFFSETTING BENEFIT

Central

1999

LEASE AGREEMENT

PART A - SIGNATURE FORM

PARTIES

THIS LEASE AGREEMENT is entered into by and between THE CITY OF SEATTLE, a municipal corporation of the State of Washington, as Lessor, (hereinafter referred to as the "City") and SENIOR SERVICES OF SEATTLE/KING COUNTY, a nonprofit corporation organized under the laws of Washington and authorized to do business in the State of Washington, as Lessee (hereinafter referred to as "Lessee").

PREMISES

The City hereby leases to the Lessee and the Lessee hereby leases from the City all of the structure located at the following property:

Lots 1 through 4, inclusive, and Lots 11 and 14, inclusive, Block 21, Burke's Second Addition to the City of Seattle, as recorded in Volume 1 of Plats, Page 248, records of King County, Washington;

the street address for which is 500 - 30th Avenue South, (hereinafter referred to as the "Premises").

USE/PURPOSE

The Premises shall be used and occupied only for the following purpose(s): Operating a Senior Citizen Center (also known as the Central Area Senior Center) and associated programs.

TERM

The term of this lease begins January 1, 1992, and expires December 31, 1996, unless terminated earlier pursuant to the terms and conditions hereof.

RENT

In consideration for this Lease, the Lessee shall pay to the City or provide for the City's benefit, for the use and occupancy of the Premises, the following monthly rent: Three Thousand Seven Hundred Fifty and No/100 Dollars (\$3,750.00), of which a portion, as further described in Part B, Subsection 8.A, hereof, shall be in the form of legal tender of the United States of America or negotiable instruments payable in the same and acceptable to the Director of Administrative Services. Any non-monetary portion of the rent shall be in the form of in-kind services that shall be agreed upon prior to the providing of the same. The services to be provided as a portion of any month's rent shall be described in the annual supplement(s) comprising Part C, hereof.

The "fair market improvements value" of the property of which the Premises form a part is One Hundred Fifty Thousand and No/100 Dollars (\$150,000.00), which figure shall be used in the computation of the minimum monetary portion of the rent payable during the first year of the term hereof, and following the annual adjustment provided for in Part B, Subsection 8.C, hereof, for the succeeding years of the term of this Lease.

Under no circumstances shall in-kind services in excess of the value the Lessee becomes obligated to provide in any particular year be usable as an offset to the minimum monetary rental due and payable for any year of the Lease term, or as an offset to any services to be provided by the Lessee in any succeeding year of the Lease term.

INSURANCE

The Lessee shall secure and maintain insurance to protect the City from liability as more fully described in Part B, Subsection 4 of this Lease, which insurance shall provide the following minimum coverage:

- \$100,000.00 Bodily injury, per person;
- \$100,000.00 Bodily injury, per occurrence;
- \$100,000.00 Property Damage, per occurrence.

UTILITIES

As provided in Part B. Section 3. Utilities, the Lessee, at its sole expense, shall provide all utilities and other services.

The City shall not be responsible for any costs incurred in modifying the systems therefor that are occasioned by the Lessee's requirements.

AGREEMENT CONTENTS

This lease consists of this Part A - Signature Form, plus Part B - General Terms and Conditions, and the annual supplements hereto that comprise Part C - Description of M.O.B. Lessee's Services, all of which, by this reference, are incorporated herein. This Lease embodies the entire agreement of the parties hereto. There are no other understandings or agreements, written or oral, between the parties relating to the subject matter hereof.

EFFECTUATION OF AGREEMENT

In order to be effective, this Lease must be (1) signed by an authorized representative of the Lessee and returned to the City at the address set forth below, accompanied by any required evidence of insurance, and (2) signed by the Mayor pursuant to ordinance authority.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures below:

THE CITY OF SEATTLE
LESSOR

SENIOR SERVICES OF SEATTLE/
KING COUNTY, LESSEE

By _____
Mayor

By Thomas M. Romersen
(Name)

Deputy Director
(Title)

ATTEST:

By _____
City Comptroller

By _____
(Name)

(Title)

City's address for all communications:

Property Management Section
Department of Administrative Svcs.
Alaska Building, 14th Floor
618 Second Avenue
Seattle, Washington 98104
(until otherwise notified)

Lessee's address for all communications:

Senior Services of Seattle/
King County
1601 Second Avenue
Seattle, Washington 98101
(until otherwise notified)

STATE OF WASHINGTON)
) ss.
County of K I N G)

I certify that I know or have satisfactory evidence that NORMAN B. RICE and NORWARD J. BROOKS signed this instrument, on oath stated that they were authorized to execute the instrument and acknowledged it as the MAYOR and CITY COMPTROLLER, respectively, of THE CITY OF SEATTLE to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

NOTARY PUBLIC in and for the State of
Washington, residing at _____
My appointment expires _____

STATE OF WASHINGTON)
) ss.
County of)

On this 1st day of April, 1992, before me personally appeared Thomas M. Resmussen and _____, to me known to be the Deputy Director and _____ of the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand the day and year first above written.

Thomas L. DeRute

NOTARY PUBLIC in and for the State of
of Washington, residing at Seattle, WA
My appointment expires 4/14/92

ref: Fac Svcs MOB#1 (CASC.NP)

MUTUAL AND OFFSETTING BENEFIT

LEASE AGREEMENT

PART B - GENERAL TERMS AND CONDITIONS

1. LIMITATION ON USE/PURPOSE

Notwithstanding any other provision herein, the Lessee shall not enter into any sublease of the Premises or any portion thereof or any assignment of any interest in this Agreement, whether long or short term in nature, or engage in any activity with respect to or on the Premises other than that expressly authorized herein, without obtaining the prior explicit written authorization therefor from the City.

2. POSSESSION

In the event of the inability of the City to deliver possession of the Premises, or any portion thereof, at the time of the commencement of the term of this Lease, neither the City nor any of the City's officers, employees, or agents shall be liable for any damage caused thereby, nor shall this Lease thereby become void or voidable, nor shall the term herein specified be in any way extended, but in such event, the Lessee shall not be liable for any rent until such time as the City can deliver possession.

3. UTILITIES

The Lessee, at the Lessee's sole expense, shall provide or shall otherwise pay for, when due, all costs for providing all utilities and other services on or to the Premises including but not limited to elevator service, electricity, gas, water, telephone, sewer, garbage, heating, janitorial, security, and grounds keeping, and shall also pay all charges for utility installation and modifications thereto occasioned by the Lessee's requirements. The City shall not be liable for any injury, loss or damage caused by or resulting from any interruption or failure of said services due to any causes whatsoever except the City's negligence. The Lessee shall not be entitled to an offset, reduction, or return of rental as a result of any interruption or failure of said services.

4. LIABILITY

A. Indemnity: The Lessee shall indemnify and hold the City harmless from any and all losses, claims, actions, damages and expenses arising out of or resulting from any occurrence in or on the Premises. In the event that any suit based upon such losses, claims, actions, damages, or expenses is brought against the City, the Lessee, upon notice of the commencement thereof, shall defend the same at its sole cost and expense; and if final judgment be adverse to the City, or the City and the Lessee jointly, the Lessee shall promptly satisfy the same. The liability described in this subsection shall not be diminished by the fact, if it be a fact, that any such death, injury, damage, loss, cost or expense may have been contributed to, or may be alleged to have been contributed to, in part, by an act or omission of the City, its officers, employees or agents; Provided, that nothing contained in this subsection shall be construed as requiring the Lessee to indemnify the City against liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole act or omission of the City, its employees, officers, or agents.

B. Insurance: The Lessee shall secure and maintain during the full term of this Agreement, at no expense to the City, insurance by one or more companies authorized to do business in the State of Washington, as follows:

(1) A policy of fire and extended coverage, vandalism, malicious mischief, and special extended coverage insurance providing coverage of not less than eighty percent (80%) of the full replacement value of the Premises, including improvements made thereto, and the contents, with no allowance for depreciation, under which policy the City shall be named as an additional insured, as follows:

"The City of Seattle is an additional insured for all coverages provided by this policy of insurance and shall be fully and completely protected by this policy for any claim, suit, damage or loss of any sort sustained by any person, organization, or corporation and arising out of a covered occurrence under this policy. The coverages provided by this policy to the City or any other named insured shall not be terminated, reduced or otherwise changed in any respect without providing written notice thereof to The City of Seattle, Department of Administrative Services, Property Management Section, 400 Yesler Building, Fifth Floor, Seattle, WA 98104, at least thirty (30) days prior to the effective date thereof."

All losses under the policy shall be adjusted jointly by the Lessee and the City. Any loss paid under such insurance shall be payable to the Lessee and the City and shall be held by the City in trust for application to the cost of rebuilding, repairing, replacing, or restoring the Premises; and the City shall be paid such portion of the insurance proceeds as is equal to the true value of the Premises including all improvements made thereto as of the expiration or termination date specified in Part A, hereof, whichever is earlier (excluding removable trade fixtures and personal property), assuming no damage or loss other than normal wear and tear had occurred.

(2) A primary policy of general comprehensive liability insurance, under which (a) the City shall be named as an additional insured in the following manner:

"The City of Seattle is an additional insured for all coverages provided by this policy of insurance and shall be fully and completely protected by this policy for any claim, suit, injury, death, damage or loss of any sort sustained by any person, organization or corporation in connection with activity upon or use or occupancy of the Premises, as well as any activity performed by the principal insured therein.

"The coverages provided by this policy to the City, or any other named insured, shall not be terminated, reduced or otherwise changed in any respect without providing written notice thereof to The City of Seattle, Department of Administrative Services, Property Management Section, 400 Yesler Building, Fifth Floor, Seattle, WA 98104, at least thirty (30) days prior to the effective date thereof."

(b) Liability limits shall be at least the amounts set forth in Part A of this Lease; Provided, that in the event the Director of Administrative Services deems such insurance to be inadequate to fully protect the Lessee and the City, the Lessee shall increase said liability limits to such amounts as the Director of Administrative Services shall deem reasonably adequate to provide said protection, which increase shall be completed within sixty (60) days after the date of notice that the Lessee's insurance is deemed to be inadequate.

(c) Coverage shall include, but not be limited to, the following types (described in insurance industry terminology):

- (1) Premises Operations Liability;
- (2) Blanket Contractual Liability;
- (3) Broad Form Property Damage;
- (4) Independent Contractor;

- (5) Automobile Liability for owned, leased, hired or non-owned, if there will be any use of vehicles on the Premises by or on behalf of the Lessee;
- (6) Products and/or Completed Operations;
- (7) Personal Injury, Coverages A, B, and C (Exclusion "C" to be removed).

C. Contractor's Insurance and Bond: The Lessee shall require each contractor used by the Lessee to perform any demolition or construction work in connection with any improvement, alteration, or addition to be made to the Premises, to secure and maintain, at no cost to the City, the following:

(1) A contract bond or performance bond payable to the Lessee and the City in the full and just sum of the total amount of the contract, conditioned that all the provisions of the contract shall be faithfully performed by the contractor, or the surety if so required, and indemnifying the Lessee and the City against any direct or indirect damages that shall be suffered or claimed for injuries to persons or property during the carrying out of the work of the contract, and conditioned as required by law for the payment of all laborers, mechanics, subcontractors and materialmen, and all persons who shall supply such person or persons or subcontractors with provisions or supplies for the carrying on of such work.

(2) A policy of primary comprehensive general liability and automobile liability insurance with \$1,000,000 Combined Single Limits per occurrence and annual aggregate, providing the following coverages:

- Premises/Operations Liability (N & C);
- Owners and Contractors Protective Liability;
- Products and Completed Operations Liability;
- Blanket Contractual Liability;
- Broad Form Property Damage Liability;
- Personal Injury, including coverages A, B, and C;
- Stop Gap or Employers Contingent Liability;
- Explosion, collapse, underground damage (referred to as "X, C, U");
- Automobile Liability, including coverage for owned, non-owned, leased or hired vehicles.

and under which insurance The City of Seattle shall be named an additional insured in the same manner as that specified in Subsection 4.B(2) (a), hereof.

D. Evidence of Insurance: A copy of such policy(ies) and all endorsements thereto or other evidence to the reasonable satisfaction of the Director of Administrative Services that the Lessee has secured and is maintaining insurance as required by this section shall be delivered to the Property Management Section at the address specified in Part A, hereof, on or before the effective date of this Lease, and shall be delivered thereafter within five (5) City business days after the Lessee's receipt of a written request therefor, for review by the City Attorney and the City's Risk Manager, and filing with the City Clerk. Such evidence shall be in the form of a certified copy of the policy with a certified endorsement naming the City as additional insured or an endorsement as a named additional insured, which endorsement must contain the policy number, expiration date and authorized signature of the insurance company representative, or an "ACORD" form of a Certificate of Insurance. In the event that the "ACORD" form of a Certificate of Insurance is submitted, it will be returned for correction if it does not comply with the following:

The wording at top of form: "This certificate is issued as a matter of information only and confers no rights upon the certificate holder." - Shall be deleted in its entirety.

The wording at bottom of form: "Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail thirty (30) days written notice to the below named certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the company." - Shall be changed to read - "Should any of the above described policies be cancelled, reduced as to coverage, or otherwise changed before the expiration date thereof, the issuing company will provide written notice of such action to the below named certificate holder/City of Seattle at least thirty (30) days prior to the effective date of such change or cancellation."

E. Assumption of Risk: The placement and storage of personal property on said Premises shall be the responsibility, and at the sole risk, of the Lessee.

F. Adjustments of Claims: The Lessee shall provide for the prompt and efficient handling of all claims for bodily injury, property damage or theft arising out of the activities of the Lessee under this Lease.

G. Termination upon Lessee's Failure to Comply with Requirements: Notwithstanding any provision herein to the contrary, the failure of the Lessee to comply with the provisions of this section shall subject this Lease to immediate termination without notice and without recourse by any person in order to protect the public interest.

5. USES AND CARE OF PREMISES

A. General Condition: The Premises shall at all times be kept in a neat, clean, safe and sanitary condition, and kept and used in accordance with the laws of the State of Washington and Charter and ordinances of The City of Seattle, and in accordance with all authorized rules and regulations of the Health Officer, Fire Marshal, Director of Construction and Land Use and other appropriate officers of The City of Seattle at the sole cost and expense of the Lessee. The Lessee shall not permit any waste, damage, or injury to the Premises; use or permit on said Premises anything that will increase the rate of fire insurance thereon beyond the rating classification; maintain anything on the Premises that may be dangerous to life or limb; overload the floors; permit any objectionable noise or odor to escape or to be emitted from said Premises; permit anything to be done upon said Premises that in any way will tend to create a nuisance or, in the event of multiple occupancy, to disturb any other tenants of the building; or to use or permit the use of said Premises for lodging or sleeping purposes.

B. Maintenance-Repairs: The Premises have been inspected by both parties and are accepted by Lessee in their existing condition as of the commencement date of this Lease, without reservation except for latent defects or faulty construction of the Premises not discoverable by inspection at the time of taking possession. All normal repairs to roof, walls and foundations, existing utility connections to and from the Premises and major electrical, plumbing, and heating systems necessary to maintain the Premises in a tenantable condition shall be done by or under the direction of the City and at the City's expense, except repair work necessitated by an act or omission of the Lessee, or any of the Lessee's officers, employees, agents or invitees, which repairs shall be made at the sole expense of the Lessee. All other maintenance and repairs to the Premises shall be the responsibility and at the sole expense of the Lessee; Provided, that such maintenance and repairs shall be subject to the prior written approval of and shall be undertaken at the direction of the City.

C. Alterations:

(1) The Lessee shall not make, or cause to be made, any alteration, addition or improvement in said Premises without first obtaining the written consent of the Director of Administrative Services for such work. All alterations, additions and improvements made shall be at the sole cost and expense of the Lessee, and shall become the property of the City, and unless otherwise agreed in writing by the Director of Administrative Services, shall remain in and be surrendered with the Premises as a part thereof at the expiration or termination of this Lease, without disturbance, molestation or injury.

(2) The City reserves an unqualified right to make alterations to the Premises or to the building in which the Premises are situated (a) where conditions deemed by the Director of Administrative Services to constitute an emergency exist, or (b) in order to correct Code-deficiencies. The City also reserves the right to make general alterations to the Premises or to the building in which the Premises are situated where such general alterations will not unreasonably interfere with the ordinary operation of the Premises by the Lessee.

D. Access: The City reserves for itself, its officers, employees, agents and contractors, free access to said Premises at all reasonable times for the purposes of inspecting, cleaning, or making repairs, additions or alterations to the Premises or any other property owned by or under the control of City, but this right shall not be construed as an agreement on the part of the City to make said inspections, clean or make repairs, additions or alterations. The Lessee shall have reasonable access to other property of the City where necessary to provide utility services to or make repairs, alterations, additions, or improvements to the Premises; all of the Lessee's work on such other City property shall be at the Lessee's sole expense.

E. Signs: The Lessee shall not display, inscribe, paint or affix to any part of the Premises any sign except such as shall have been approved in writing by the Director of Administrative Services prior to such placement. The City shall have the right to place and maintain "For Rent" signs in conspicuous places on said Premises and to show the Premises to prospective tenants during the thirty (30) days prior to the expiration of this lease.

F. Keys: Any change in locks must be requested, in writing, by the Lessee and approved by the Director of Administrative Services prior to installation. Said lock change shall be at the sole expense of the Lessee. If a lock change is approved, Lessee shall provide the Director of Administrative Services with one (1) key for each lock changed immediately after such change has been completed.

G. Equipment; Personal Property: Special purpose equipment and all major appliances such as dishwashers, stoves, refrigerators, washers, and dryers located on the Premises shall be maintained and repaired by the Lessee at no cost to the City.

6. DAMAGE OR DESTRUCTION

In the event the Premises are damaged by fire, earthquake, act of war, or other extraordinary casualty, to such an extent as to render the same untenable in whole or in substantial part thereof, or are destroyed, it shall be optional with the City to repair or rebuild the same; and within forty-eight (48) hours after the happening of any such event, the Lessee shall give the City or City's agent notice thereof. If the City elects to repair or rebuild said Premises, the City shall prosecute the work of such repairing or rebuilding without unreasonable delay, in accordance with the then existing City procedures, and during such period the rent for said Premises shall be abated in the same ratio that the portion of the Premises rendered for the time being unfit for occupancy bears to the whole of the Premises; upon the completion of said rebuilding, the Lessee shall immediately reoccupy the Premises and pay the rent as aforesaid. In the event the building in which the Premises are located shall be substantially destroyed or damaged even though the Premises shall not be damaged thereby, if in the opinion of the Director of Administrative Services it shall not be practical to repair or rebuild, then the City may terminate this Lease by providing notice of termination to the Lessee within sixty (60) days after such damage or destruction has been determined to be irreparable.

Notwithstanding any other provision herein, no party to this Lease shall be liable in damages to any other party for termination of this Lease in the manner described in this section, because of the damage or destruction of the Premises or the building in which the Premises form a part.

7. COMPLIANCE WITH LAW

A. General Requirement: The Lessee, at its sole cost and expense, shall perform and comply with all applicable laws of the United States and the State of Washington; the Charter and ordinances of The City of Seattle; and rules, regulations, orders, and directives of their administrative agencies and the officers thereof.

B. Licenses and Similar Authorizations: The Lessee, at no expense to the City, shall secure and maintain in full force and effect during the term of this Agreement, all required licenses, permits, and similar legal authorizations, and comply with all requirements thereof.

C. Taxes: The Lessee shall pay, before delinquency, all taxes, levies, and assessments arising from its activities on or occupancy of the Premises, including, but not limited to taxes arising out of the activity or business conducted on the Premises such as the rental or sale of goods or services; taxes levied on its property, equipment, and improvements on the Premises; and taxes on the Lessee's interest in this Agreement and any leasehold interest deemed to have been created thereby under Ch. 82.29A RCW. In the event the State of Washington makes any demand upon the City for payment of leasehold excise taxes resulting from the Lessee's occupation of the Premises or withholds funds due to the City to enforce collection of leasehold excise taxes, the Lessee shall, at its sole expense, contest such action and indemnify the City for all sums expended by, or withheld by the State from, the City in connection with such taxation.

D. Nondiscrimination and Affirmative Action.

(1) The Lessee agrees to and shall comply with all Federal, State and local laws and ordinances prohibiting discrimination with regard to race, color, national origin, ancestry, creed, religion, political ideology, sex, sexual orientation, marital status, or the presence of any sensory, mental or physical handicap.

(2) In the event the Lessee has three (3) or more employees, the following provision shall be deemed a part of this lease:

"During the performance of this Lease, the Lessee agrees as follows:

"The Lessee will not discriminate against any employee or applicant for employment because of creed, religion, race, color, sex, marital status, sexual orientation, political ideology, ancestry, national origin, or the presence of any sensory, mental, or physical handicap unless based upon a bona fide occupational qualification. The Lessee will take affirmative action to ensure that applicants are employed, and that employees are treated during the employment without regard to their creed, religion, race, color, sex, national origin or the presence of any sensory, mental or physical handicap. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Lessee agrees to post in conspicuous places available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this non-discrimination clause. The Lessee will take affirmative action to ensure that all of its employees, agents and subcontractors adhere to these provisions; Provided, nothing herein shall prevent an employer from giving preference in employment to members of his/her immediate family.

"The Lessee will, upon the request of the Director (as used herein, Director means the Director of the City's Human Rights Department, or his/her designee) furnish to the Director on such form as may be provided therefor, a report of the affirmative action taken by the Lessee in implementing the terms of this provision, and will permit access to the Lessee's records of employment, employment advertisements, application forms, other pertinent data and records requested by the Director for the purpose of investigation to determine compliance with this provision.

"If, upon investigation, the Director determines that there is a probable cause to believe that the Lessee has failed to comply with any of the terms of this provision, the Lessee shall be so notified in writing. The contracting authority shall give the Lessee an opportunity to be heard after ten (10) days' notice. If the contracting authority concurs in the findings of the Director, it may suspend or terminate this Lease and evict the Lessee in accordance with law.

"Failure to comply with any of the terms of this provision shall be a material breach of this Lease."

The foregoing provision will be inserted in all subleases entered into under this Lease.

(3) Women's and Minority Business Enterprise Utilization:

(a) Reference: The provisions of Seattle Municipal Code ("SMC") Chapter 20.46 (Women's and Minority Business Enterprise Utilization Ordinance), as amended, are hereby incorporated by reference and made a part hereof as if fully set forth herein.

(b) Compliance: During the term of this Agreement, the Lessee shall:

1. Continue to make every effort to utilize MBEs and WBEs;

2. Require every subcontractor utilized by the Lessee for work in fulfillment of the Lessee's obligations under this Lease, to make every effort to utilize WBEs and MBEs; and

3. Maintain records reasonably necessary for monitoring compliance with the provisions of SMC Chapter 20.46, as amended.

Any substitutions for or other failure to utilize the WBEs or MBEs projected for use in this Lease on the commitment forms must be approved in writing by the Seattle Human Rights Department and the Director of Administrative Services.

Inasmuch as the Seattle Human Rights Department is authorized and empowered by SMC Chapter 20.46 to monitor compliance with the Lessee's Women's and Minority enterprise utilization commitment during the term of this Lease, the Lessee shall furnish to such department within a reasonable time after a request has been made for the same, whatever reports or other information is reasonably necessary to determine compliance.

The failure of the Lessee to comply with applicable provisions of SMC Chapter 20.46 shall be a material breach of contract.

8. RENT CALCULATION AND PAYMENT PROCEDURE

A. Lessee shall pay a portion of the annual rent in legal tender of the United States of America, which portion shall in the first year equal twenty percent (20%) of the sum of (a) two and one-half percent (2.5%) of the cost of one position of "Real Property Agent" or its successor, as computed in Part B, Subsection 8.B., hereof, plus (b) two and one-half percent (2.5%) of the then-current fair market improvements value of the property of which the Premises form a part (as specified in Part A, hereof, and as adjusted in accordance with Part B, Subsection 8.C., hereof); 40% of said sum in the second; and 50% in the third and subsequent years.

B. "Costs of a Real Property Agent's position": The cost of a Real Property Agent's position shall be computed by multiplying the sum of 1,573 chargeable hours by the then-prevailing hourly rate for such position or its successor, as published in the Department of Administrative Services' annual Rate & Services Directory or its successor; Provided, that the City reserves the right to modify, annually or more frequently, such rate or the number of chargeable hours as deemed appropriate by the Director of Administrative

Services; Provided, further, that under no circumstances shall the Lessee be charged a higher rate than that established for City departments that desire to obtain property management services from the Department of Administrative Services or its successor.

C. "Fair Market Improvements Value": For the first year of the Lease term, the fair market improvements value of the property of which the Premises forms a part shall be the most recent City-appraised value of such property. For the second and following years of the Lease term, such value shall be adjusted upwards by multiplying the preceding year's value by the sum of 100% and the percentage increase (if any) in construction costs associated with the type of building of which the Premises forms a part, as indicated by the BOECKH Index for the preceding year; Provided, that in the event the aforementioned index is discontinued, the parties hereto shall select another, similar index that reflects increases in building maintenance and construction costs.

D. Time and Place of Payment: The annual minimum monetary rental calculated as described in Part A and Part B, Subsections 8B & C, hereof, shall be prorated and paid on a monthly basis, in advance, on or before the first day of every month, without separate invoice from the City. All such payments shall be delivered or mailed to the City Treasurer, c/o Property Management Section addressed as specified for notices, pursuant to Section 14, hereof. In-kind services in lieu of monetary rent shall be provided according to the schedule included in the annual supplements(s) comprising Part C, hereof.

E. Delinquent Rent: Monetary rent shall be delinquent if not paid on or by the date specified in Part B, Subsection 8D, hereof. Delinquent monetary rent shall bear interest at a rate of Fifteen Percent (15%) per annum from the date of delinquency until paid. Services to be provided in lieu of monetary rent shall be delinquent if not provided according to the schedule(s) included in the appropriate annual supplement comprising a portion in Part C, hereof.

9. TERMINATION

A. For Breach by Lessee: In the event that the Lessee defaults in the performance of any of the terms, provisions, covenants and conditions to be kept, observed and performed by the Lessee, and such default is not corrected within thirty (30) days after the receipt of notice thereof from the City, or such shorter period as may be reasonable under the circumstances; or if the Lessee shall abandon, desert, vacate or remove from the Premises; or if the Lessee shall file a petition in bankruptcy; or if the Lessee shall be adjudicated as bankrupt after the filing of an involuntary petition in bankruptcy; or if the Lessee shall take or receive the advantage or benefit of any insolvency; or if the Lessee shall enter into an agreement of composition with the Lessee's creditors; then, in such event, the City, at its option at any time thereafter, may terminate this Lease together with all of the estate, right, and title thereby granted to or vested in the Lessee, by giving notice of such election at least twenty (20) days prior to the effective date thereof, and as of such effective date, this Lease and all of the estate, right, title and interest thereby granted to or vested in the Lessee shall then cease and terminate, and the City may re-enter the Premises using such force as may be required. Notwithstanding such re-entry by the City and anything to the contrary in this Lease, the liability of the Lessee for the rent provided for herein for the balance of the term of this Lease shall not be extinguished. The Director of Administrative Services shall have the right to determine on the City's behalf the existence of any default in performance or other breach or violation of the terms and conditions hereof on the part of the Lessee.

B. For Breach by City: The City shall not be in breach of any obligation to perform under this Lease unless the City fails to perform such obligation within a reasonable time, which time shall not extend more than thirty (30) days after notice by the Lessee to the City specifying the particular obligation that the City has failed to perform; Provided, however, that if the nature of the City's obligation is such that more than thirty (30) days are reasonably required for performance, then the City shall not be in breach if the City commences performance within such thirty (30) day period and thereafter diligently prosecutes the same to completion.

C. Upon Notice by Lessee: This Lease may be terminated by the Lessee, without cause, by providing notice of such termination to the City not less than sixty (60) days prior to the effective date thereof.

10. SURRENDER OF PREMISES

Upon the expiration or termination of this Lease, including any extensions thereof, whichever is earlier, the Lessee shall quit and surrender said Premises and all keys thereto, without notice and in as good condition as received at commencement of the term, except for changes due to ordinary wear and tear, damage or destruction by fire or other casualty or circumstances uncontrollable by the Lessee, and alterations, additions, and improvements made with the consent of the Director of Administrative Services. On or before the termination or expiration date, whichever is earlier, the Lessee shall remove all furniture, equipment, supplies and other materials owned and controlled by Lessee.

11. WAIVER OF DEFAULT

The City does not waive full compliance with the terms and conditions of this Lease by acceptance of rent. No waiver of default by either party of any of the terms, covenants and conditions hereof shall be construed or operate as a waiver of any subsequent default of any of the terms, covenants and conditions hereon.

12. AMENDMENTS

The parties hereto expressly reserve the right to amend this Lease, from time to time, as may be necessary; Provided, that no alteration or modification of the terms or conditions hereof shall be valid and binding unless made in writing and signed by an authorized representative of each of the parties hereto.

13. NOTICES

All notices to be given by either of the parties hereto to the other party, shall be in writing and may either be delivered personally or may be deposited in the United States Mail, postage prepaid, addressed as specified in Part A hereof; or to such other respective address as the receiving party shall have designated in writing. Notices sent by mail shall be deemed to have been given when properly mailed; the postmark affixed by the United States Post Office shall be conclusive evidence of the date of mailing.

14. NO RELATIONSHIP

In no event shall the City be construed or held to have become in any way or for any purpose a partner, associate, or joint venturer of the Lessee or any party associated with the Lessee in the conduct of the Lessee's business or otherwise. This Lease does not constitute the Lessee the agent or legal representative of the City for any purposes whatsoever.

15. DIRECTOR OF ADMINISTRATIVE SERVICES

The term "Director of Administrative Services" as used throughout this Agreement in regard to permission, warrant, consent, approval, rights, interpretation, and discretionary matters shall mean the Director of Administrative Services or his designee; Provided, that the action of the Director of Administrative Services pursuant to or in implementation of this Lease does not constitute any official action by any other City Department or official that may be required by law, ordinance, rule or regulation before the Lessee may rightfully commence, suspend, enlarge, or terminate any particular undertaking or may obtain or exercise any particular right or privilege under this Lease. Decisions to be made by the Director of Administrative Services shall be left to his/her reasonable discretion. Any approval, consent, or permission of the Director of Administrative Services required by this Lease shall not be unreasonably withheld.

16. ADJUDICATION

This Lease shall be construed under all of the applicable laws, statutes, ordinances, rules and regulations of the United States, the State of Washington, and The City of Seattle. In the case of a dispute between the parties, jurisdiction over such dispute shall be with the Superior Court of King County, Washington.

17. BINDING EFFECT

This Lease shall be binding upon the heirs, successors, assigns and all other parties legally empowered with signatory rights of any or all of the parties hereto.

18. INVALIDITY OF PROVISIONS

Should any term, provision, condition or other portion of this Lease be held to be inoperative, invalid or void, the same shall not affect any other term, provision, condition or other portion of this Lease, and the remainder of this Lease shall be effective as if such term, provision, condition or portion had not been contained herein.

MOB Leases #4 (M.L.9.4-.13)
06-14-88

MOB Lease
Central Area Senior Center
January 1, 1992 - December 31, 1996

MUTUAL AND OFFSETTING BENEFIT LEASE AGREEMENT - PART C

SCOPE OF SERVICES

The Central Area Senior Center shall provide the following services to the City as Mutual and Offsetting Benefits in lieu of payment of the full cash rent for the City-owned office space leased under this agreement. These services will augment the Center's programs offered to elderly persons in the Central Area of Seattle.

Services

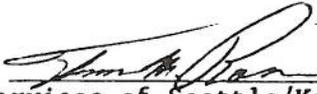
1. Volunteer Hours--Central Area Senior Center staff will train and organize volunteers who will donate their time to assist in the operation of a variety of Center programs. The Center is open from 9:00 a.m.-5:00 p.m., Monday-Friday. Center programs which will benefit from the volunteer services may include but not be limited to:
 - a. Craft and hobby classes and activities including macramé, lapidary, sewing, painting, quilting, music, drama, photography, choral and oral history.
 - b. Nutrition program, including assistance with the regular senior nutrition program, nutrition education and Center food cooperative.
 - c. Health and health maintenance, including health education, foot care, blood pressure clinics, exercise and aerobics.
 - d. Transportation for participants to Center activities or other essential transportation needs.
 - e. Assistance in planning, development, publicity and operation of holiday and other special social programming at the Center.

Approved 
Senior Services of Seattle/King Co
April 1, 1992

MOB Lease
Central Area Senior Center
January 1, 1992 - December 31, 1996

MUTUAL AND OFFSETTING BENEFIT LEASE AGREEMENT - PART C
PROGRAM PERFORMANCE STANDARDS

<u>PERFORMANCE STANDARD</u>	<u>PLAN MONTHLY</u>	<u>PLAN QUARTERLY</u>	<u>PLAN ANNUALLY</u>
Number of Volunteer Hours	824	2,472	8,176

Approved 
Senior Services of Seattle/King Co
April 1, 1992

MOB Lease
Central Area Senior Center
January 1, 1992 - December 31, 1996

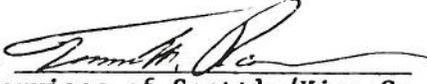
MUTUAL AND OFFSETTING BENEFIT LEASE AGREEMENT - PART C

BUDGET

The budget is based on the following:

	<u>Annual Total Budget</u>
9,893 volunteer hours calculated on the basis of minimum wage of \$4.25 per hour	\$42,044.00

Therefore, under the terms of Part C of this Agreement, the Central Area Senior Center will document 9,893 donated volunteer hours per year for a total of Forty-Two Thousand Forty-Four Dollars and No Cents (\$42,044.00) per year.

Approved 
Senior Services of Seattle/King Co
April 1, 1992

MOB Lease
Central Area Senior Center
January 1, 1992 - December 31, 1996

MUTUAL AND OFFSETTING BENEFIT LEASE AGREEMENT - PART C

REPORTING REQUIREMENTS

1. A Quarterly Activity Report (Attachment #1) will be filled out by the Agency and submitted to the City. This report will be submitted within ten (10) working days of the close of each quarter. Two copies of the report are required.

Quarterly reports will contain data showing performance for the quarter and cumulative performance for each year of the Lease Agreement.

2. The Quarterly Activity Report will be submitted to Seattle Department of Housing and Human Services, Alaska Building, 618 Second Avenue, Sixth Floor, Seattle, Washington 98104; Attention: Robert Liston.
3. Failure to submit Quarterly Activity Reports may be grounds for eviction.

Approved 
Senior Services of Seattle/King Co
April 1, 1992

MOB Lease
 Central Area Senior Center
 January 1, 1992 - December 31, 1996

ATTACHMENT #

1992 - 1996

QUARTERLY ACTIVITY REPORT

Contractor's Name/Program: Central Area Senior Center - Mutual and Offsetting Benefit Lease

Person Completing Form: _____ Phone: 447-7816

Program Address: 500 30th Avenue South, Seattle, WA 98144

Contract Period: 1/1/92 - 12/31/96 Reporting Interval: _____

PROGRAM ACTIVITY ITEMS	PERFORMANCE FOR CURRENT REPORTING INTERVAL			CUMULATIVE THRU END OF PREVIOUS QUARTER	PERFORMANCE FOR ANNUAL REPORTING PERIOD		
	ACTUAL PERFORMANCE	PLANNED PERFORMANCE	% OF PLANNED PERFORMANCE		ACTUAL TO DATE	TOTAL PLANNED	% OF TOTAL PLANNED
Volunteer hours in support of Senior Center programs		2,474				9,893	

Approved 
 Senior Services of Seattle/King Co
 April 1, 1992

5721 (GENERAL)

COMPTROLLER
FILE NUMBER 282550

C.B. NO. 70948

REQUEST
OF

DEPT. OF HUMAN RESOURCES FOR AUTHORIZATION
OF A CONTRACT WITH THE STATE FOR "REFERENDUM
29" FUNDS TO AID IN ACQUISITION AND REMODEL-
ING "SUNRISE HOUSE" FOR THE CENTRAL AREA
SENIOR CITIZENS' CENTER.

(AMOUNT: \$185,000.00)

10/28 grant + prepare
11/6/75 grant + prepare begin

11/25/75 B & P G Grant *11/26/75 Grant*

FILED OCTOBER 21, 1975

C. G. ERLANDSON
COMPTROLLER AND CITY CLERK

[Signature] DEPUTY

ACTION OF THE COUNCIL

REFERRED	TO
OCTOBER 27, 1975	PARKS & PUBLIC GROUNDS FINANCE
REFERRED	TO
REFERRED	TO
REPORTED	DISPOSITION
DEC 1 1975	GRANTED
RE-REFERRED	TO
REPORTED	DISPOSITION

REPORT OF COMMITTEE

Mr. President:

PARKS & PUBLIC GROUNDS

FINANCE

Committee

Your

REQUEST

to which was referred the within.....

would respectfully report that we have considered the same and respectfully recommend that.....

THE SAME BE GRANTED

John R. Miller
CHAIRMAN

D. Hill

CHAIRMAN



SEATTLE CITY COUNCIL

OCT 15 PM 4:14

OFFICE OF THE MAYOR—CITY OF SEATTLE

Wes Uhlman, Mayor

October 15, 1975

The City Council
The City of Seattle

Honorable Members:

The attached letter from Department of Human Resources
Re: contract with State DSHS for Referendum 29 for Central Area Senior Center.
has been reviewed by the Office of Management and Budget. We
concur with the recommendation contained therein and recommend
that the same be adopted.

Sincerely,

Wes Uhlman
Mayor

by

Walter R. Hundley
Budget Director

WRH: VJ:mr
Attachments

cc: Mayor's Office

**Your
Seattle
Department of Human Resources**

Curtis M. Green, Jr., Director
Wes Uhlman, Mayor



October 1, 1975

RECEIVED

OCT 3 1975

OFFICE OF MANAGEMENT
& BUDGET

Mayor Wes Uhlman
City of Seattle
1200 Municipal Building
Seattle, Washington, 98104

Attn. Walter R. Hundley, Budget Director

RE: Request for legislation authorizing execution of a contract with State DSHS for Referendum 29 funds for Central Area Senior Center.

This is a request for legislation for authority to execute a contract with the Washington State Department of Social and Health Services for \$185,000 in Referendum 29 funds to aid in the acquisition and remodeling of the "Sunrise House" for the Central Area Senior Citizen's Center.

These funds were appropriated by Ordinance #104597, however this ordinance did not authorize the Mayor to execute the contract. The attached draft ordinance is to authorize execution of such a contract.

Thank you for your attention to this matter.

Sincerely,

Curtis M. Green, Jr.
Director

cc: Ted Best, AAA
Cheryl Cobbs, AAA
OPP

CMG: ^{ks}RCS/BL/b

DRAFT ORDINANCE

AN ORDINANCE authorizing execution of a contract with the Washington State Department of Social and Health Services to aid in the acquisition and remodeling of the "Sunrise House" for the Central Area Senior Center.

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1 That the Mayor is hereby authorized for and on behalf of the City of Seattle to execute a contract with the State of Washington Department of Social and Health Services for Referendum 29 funds in the amount of One Hundred Eighty Five Thousand Dollars (\$185,000) to aid in the purchase and remodeling of the "Sunrise House" for use as a Senior Citizen's Center in the Central Area of the City; and the Mayor is further authorized to submit such other documents and assurances as may be required by said Department of Social and Health Services in connection with such a contract, all as contemplated in Resolution 24790 and Ordinance 104597.

TIME AND DATE STAMP

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:

John R. Miller

FOR CITY COUNCIL PRESIDENT USE ONLY

COMMITTEE(S) REFERRED TO: *City PD*
Finance

[Signature]

PRESIDENT'S SIGNATURE

47 79 (GENERAL)

COMPTROLLER FILE NUMBER 281146

C.B. NO. 9631 REQUEST Ord 104597
OF

SUPT. OF BUILDINGS, ET AL., FOR LEGISLA-
TION AUTHORIZING APPLICATION FOR STATE
GRANT ASSISTANCE FOR ACQUISITION OF SUN-
RISE HOUSE FOR A CENTRAL AREA SENIOR CENTER;
NEGOTIATION FOR AND ACQUISITION OF SAID FACILI-
TY; AND FOR APPROPRIATIONS AND AUTHORITY FOR
REMODELING WORK, ETC.

4/8/75 - P&G - grant prep legis
4/12/75 - Fin - grant + prep legis
6/5/75 Fin - grant

FILED MARCH 11, 1975

C. G. BRANDSON
COMPTROLLER AND CITY CLERK

BY *D. F. Fenton* DEPUTY

ACTION OF THE COUNCIL

REFERRED	TO
MARCH 17, 1975	PARKS & PUBLIC GROUNDS FINANCE
REFERRED	TO
REFERRED	TO
REPORTED JUN 9 1975	DISPOSITION GRANTED
RE-REFERRED	TO
REPORTED	DISPOSITION

REPORT OF COMMITTEE

Mr. President:

Your PARKS & PUBLIC GROUNDS FINANCE Committee

to which was referred the within REQUEST

would respectfully report that we have considered the same and respectfully recommend that

THE SAME BE GRANTED

J. Hill

CHAIRMAN

John R. Miller

CHAIRMAN

Your
Seattle

Department of Human Resources

Curtis M. Green, Jr., Director
Wes Uhlman, Mayor



May 28, 1975

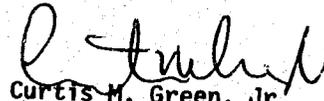
Honorable Sam Smith
President, Seattle City Council
Municipal Building
Seattle, Washington 98104

Dear Councilman Smith:

Attached is a notice of award from the State Department of Social and Health Services for a maximum of \$185,000 in Referendum 29 funds for the purchase and remodeling of a facility for the Central Area Senior Center.

This award clears the way for Council action on C.B. 96317 which is presently being held in the Finance Committee. Passage of the ordinance will allow the Department of Human Resources and the Building Department to negotiate a contract with the State of Washington DSHS. Also, this will allow the City to proceed with the acquisition and remodeling of Sunrise House so that this splendid building may become the badly needed new site for activities for Central Area Senior Citizens.

Sincerely,


Curtis M. Green, Jr.
Director

CMG:RS:rly

cc: Councilman Tim Hill

Attachment

RECEIVED
MAY 27 1975
Dept. of Human Resources

State of
Washington
Department
of Social & Health
Services



May 22, 1975

Honorable Wesley Uhlman
Mayor, City of Seattle
Municipal Building
Seattle, Washington 98104

Dear Mayor Uhlman:

It is my pleasure, on behalf of the Department of Social and Health Services, to inform you that your application on behalf of the City of Seattle for a maximum of \$185,000 in Referendum 29 Funds for the acquisition and remodeling of a facility for use as a senior citizen center has been approved.

Distribution of the state general obligation bond funds will be made according to terms of a negotiated disbursement contract. You will be contacted by a representative of our Administrative Services Division to begin negotiation of a disbursement contract.

Congratulations and my best wishes for a successful project.

Sincerely,


CHARLES R. MORRIS
Secretary

cc: Curtis M. Green, Jr.
Director, Department of Human Resources ✓

DANIEL J. EVANS, Governor
P. O. Box 1788, Olympia, Washington 98504, Telephone (206) 753-3395

CHARLES R. MORRIS, Secretary

Your City, Seattle

Executive Department-Office of Management and Budget

Walter R. Hundley, Director
Wes Uhlman, Mayor



April 2, 1975

The City Council
The City of Seattle

Honorable Members:

The attached letter from the Superintendent of Buildings requests that Ordinance authority be provided to acquire the Sunrise House located at 30th Avenue South and South King Street. This facility is intended to be used as a senior center in Seattle's Central Area. The acquisition costs for the property are \$210,000; an additional \$60,000 is required for architects' fees, engineers' fees, and renovation of the structure for a total capital expenditure of \$270,000.

The Department of Human Resources, for the City of Seattle, has applied for \$185,000 of Referendum 29 funds. The 50% match required for these funds will be met (1) with the \$85,000 of General Revenue Sharing Funds allocated for this purpose plus (2) a \$100,000 in-kind contribution from the present owner of Sunrise House which is derived as follows: the current value of the facility has been determined by an independent appraiser, and verified by the Building Department, to be \$300,000; the owner will sell the facility to the City for \$200,000.

The State Office of Community Development has approved the Ref. 29 grant application for this facility. On March 26, the application was forwarded to the State Office of Program Planning/Fiscal Management and the DSHS Planning and Research Division for final review and approval. It is anticipated that formal notification of grant award will take place within the next 30 days. Don Custer, Chairman of the Referendum 29 Committee, anticipates no further delay in funding for Sunrise House.

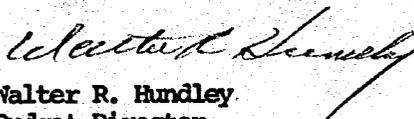
No award of funding has yet been made. There is one possible problem area: two bills are currently before the legislature which would reduce local match requirements. This change could jeopardize the City's Sunrise House application. However, it is not likely that this will happen.

This request for legislation has been submitted to the Council prior to receipt of the notification of award in the interests of shortening the length of time before the Central Area senior citizens can move into their new facility. I recommend that the Council Committee grant and recommend that legislation be prepared for an appropriation for this project from the Emergency Fund, reimbursable from Referendum 29 funds, and from General Revenue Sharing, but that no final action be taken until after the City receives notification that the Referendum 29 funds have been awarded.

Letter to City Council
April 2, 1975
Page two

With regard to the request that authority be granted the Superintendent of Buildings to negotiate a lease agreement for the City, as represented by DHR, for the period of escrow closing, I recommend that these additional costs not be incurred. It is my understanding that the Central Area Senior Center can remain in its present location at 2017 South Jackson for a few more months until the Sunrise House becomes the property of the City of Seattle.

Sincerely,


Walter R. Hundley
Budget Director

WRH:VJ:mr

cc: Bill McMillan, Building Dept.
Curt Green, Dept. of Human Resources

CITY COUNCIL TRANSMITTAL

SEATTLE CITY COUNCIL

C. F. # 281146

TO: John Harris
Corp. Counsel

'75 APR 30 PM 4:41

Date Sent: 4/10/75

Reply Requested By: ~~4/17/75~~ 4/17/75

FROM: Tom Hill, Chm.
Finance Committee

Subject: Req of Supt of Buildings for
auth. of state grant for Acquisition
of Sunnyside House for a Central
Area Senior Center

ACTION
— required —

Review and Return File With Your Answer to Sender

Review and Answer Petitioner, Return File and Copy of Answer to Sender

Review and Make Recommendations, Return File and Recommendations to Sender
() In Duplicate

X

Prepare Legislation and Return File to Sender

Additional Information:

Please prepare legislation in time for introduction the
week of April 21.

R. M. Y.

Signature

April 25, 1975

Sunrise House/Newhaven

Pioneer National Title Insurance Co.
719 Second Avenue
Seattle, Washington 98104

Attn: W. W. Walker

Gentlemen:

The City of Seattle has completed negotiations in the above titled project and now desires to make use of your services as escrow agent. Enclosed is an option in the amount of \$300,000.00 for the sale of real estate covering the property described therein and signed by the President and Secretary/Treasurer of the Sunrise House/Newhaven. Sunrise House/Newhaven may be contacted through their attorney, William R. Thomas, Suite 1520, 1411 Fourth Avenue Building, Seattle, Washington 98101, telephone 623-5344. The address of the subject property is 500 30th Avenue South, Seattle, Washington 98144.

The City is to be furnished a standard form owner's policy of title insurance. In addition to the purchase price as set forth in the option, we will pay the following: State Revenue Stamps, Total Escrow Fee, Title Insurance Premium and Recording and Filing Fee. Full or part year property taxes paid prior to the City acquisition date should be prorated but the moneys will not be rebated by the City. Prepaid property tax rebated can be obtained by the former owner directly from the County to whom they were paid. As part of the escrow we ask that you furnish any owner who may so require the necessary documentation to enable them to obtain the rebate.

Closing is contingent upon the City receiving supplementary grant monies from the State of Washington for this project and adopting an ordinance authorizing the purchase. The legal department is presently preparing legislation authorizing the grant application by the City and purchase contingent upon receipt of the monies from the Referendum 29 Bond funds.

April 25, 1975

By prior agreement between the grantor and the City, one-third of the purchase price is to be a gift consideration. City policy requires that all consideration be shown on face of the document. Please contact Mr. William R. Thomas, counsel for the grantor, as to the specific wording required to satisfy the Internal Revenue Service requirements and maintain the grantor's tax exempt status.

If you have any questions, please call R. Lloyd Hoagland, Property Agent, at 583-5754.

Very truly yours,

ALFRED PETTY, P.E.
Superintendent of Buildings

By
ROBERT L. SNYDER
City Architect

W.S.M.
WSM:mc
Encl.
cc: William R. Thomas

**Your
Seattle
Department of Human Resources**



Curtis M. Green, Jr., Director
Wes Uhlman, Mayor

January 24, 1975

Charles R. Morris, Secretary
D.S.H.S. Planning and Research Division
P. O. Box 1788, Mail Stop 15-1
Olympia, Washington 98504

RE: Proposal and Application for Referendum 29
Funds in the Amount of \$185,000

Dear Mr. Morris:

I am forwarding our proposal and application for Referendum 29 Funds in the amount of \$185,000. These funds will enable the City to acquire and develop the Central Area Senior Service Center at the site of Sunrise House and will allow the City to carry out a municipal program for senior citizens.

We look forward to your favorable review and early reply.

Sincerely,

Curtis M. Green, Jr.
Director, Department of Human Resources

CMG:RCS:mh

Attachments

cc: Ted Best

FORM R-29		REFERENDUM 29 FUNDING APPLICATION	RETURN TO: Referendum 29 Program DSHS Planning & Research P. O. Box 1788 Olympia, Washington 98504 (Mail Stop 15-1)
--------------	---	--	---

For DSHS Use only →	Application Number:	Clearinghouse Identifier:
---------------------	---------------------	---------------------------

(See "Instructions" On Reverse Side of Page)

1. Name of Applicant Agency City of Seattle/Dept. of Human Resources		2. Department or Division Division on Aging	
3. Street Address or Box Number 313 1/2 1st Avenue South			4. County King
5. City Seattle	6. Zip Code 98104	7. Telephone: Area Code/Number/Extension (206) 583-6513	
8. Contact Person Curt Green		9. Title or Position Director	
10. Mailing Address same as above			11. County
12. City	13. Zip Code	14. Telephone: Area Code/Number/Extension	
15. Project Title Central Area Senior Center			
16. Project Location (Street Address, if any, or attach Legal Description of Property) 500 30th Avenue South			
17. City Seattle	18. County King	19. Zip Code 98144	
20. Applicant is: (Check most applicable box)			
a <input type="checkbox"/> State of Washington c <input type="checkbox"/> County e <input type="checkbox"/> Indian Tribe b <input type="checkbox"/> State Agency d <input checked="" type="checkbox"/> City or Town f <input type="checkbox"/> Taxing District			
21. Ownership of Project Site (IS <input type="checkbox"/>) (WILL BE <input checked="" type="checkbox"/>) Held By: (Check one box on each line)			
a <input checked="" type="checkbox"/> Applicant Agency b <input type="checkbox"/> Operating Agency c <input type="checkbox"/> Other Agency If other than "Applicant Agency" is checked above, please identify Agency:			
22. Fee Title Ownership of Project Site Will be Acquired by: (Omit this item if applicant already owns site) (Check one box)			
a <input type="checkbox"/> Eminent Domain b <input type="checkbox"/> Condemnation c <input checked="" type="checkbox"/> Purchase d <input type="checkbox"/> Other If "Other" was checked above, please explain:			
23. If Applicant Neither Owns Nor Plans to Acquire Project Site, Please Explain Situation: (Attach separate sheet if necessary)			
N/A			
24. If Site is Now Privately Owned, What is the Projected Date of Acquisition by Agency?			
Month: <u>May</u> Year: <u>1975</u>			
25. Is Demolition of Existing Structure(s) Required for Project?			
a <input type="checkbox"/> Yes b <input checked="" type="checkbox"/> No			

(See "Instructions" on reverse side of page.)

26. What type of facility is proposed? (Check all appropriate boxes)

a <input type="checkbox"/> Juvenile Rehabilitation	g <input type="checkbox"/> Group Home	m <input type="checkbox"/> Mental Health
b <input type="checkbox"/> Developmental Disabilities	h <input type="checkbox"/> Jail	n <input type="checkbox"/> Work Release
c <input type="checkbox"/> Interim/Crisis	i <input type="checkbox"/> Mobile Unit	o <input type="checkbox"/> Day Care
d <input type="checkbox"/> Diagnostic	j <input type="checkbox"/> Public Health	p <input type="checkbox"/> Half-Way House
e <input type="checkbox"/> Probation/Parole	k <input type="checkbox"/> Sheltered Workshop	q <input type="checkbox"/> Mental Retardation
f <input type="checkbox"/> Vocational Rehabilitation	l <input type="checkbox"/> Multi-Service	r <input type="checkbox"/> Drug Abuse

s OTHER (Please specify):

Senior Center

27. Will applicant agency occupy/use facility?

Yes No

28. Will other public or private agencies occupy/use facility?

Yes No

29. Which agencies other than the applicant will occupy/use facility? (Please indicate whether listed agencies are public or private organizations)

Name of Agency	Public	Private
a Central Area Senior Center	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b _____	<input type="checkbox"/>	<input type="checkbox"/>
c _____	<input type="checkbox"/>	<input type="checkbox"/>
d _____	<input type="checkbox"/>	<input type="checkbox"/>

(Attach separate sheet if necessary.)

30. ATTACH LEASE AGREEMENT OR LETTER OF UNDERSTANDING BETWEEN APPLICANT AND EACH OCCUPYING/USING AGENCY LISTED IN ITEM 29 ABOVE. Be sure documents submitted clearly set forth the term (time length) of occupancy or usage and the consideration (rental charges, payments, exchange of services, etc.) for such occupancy or usage.

Attachment "A"

31. Which agency will be responsible for the maintenance (repairs, utility costs, janitorial services, security, etc.) of the facility? (Check most appropriate box)

a Applicant b Owner c Occupant d Other

If "Other" was checked above, please specify: Senior Services and Centers, the operating agency, will have direct responsibility for maintenance of the facility. The City of Seattle and United Way will provide funding support.

32. From what source(s) will operating funds be derived? (Check all appropriate boxes)

a <input type="checkbox"/> Rental charges	e <input type="checkbox"/> Federal grants	i <input checked="" type="checkbox"/> Donations: funds
b <input type="checkbox"/> Client fees	f <input type="checkbox"/> State grants	j <input checked="" type="checkbox"/> Donations: services
c <input checked="" type="checkbox"/> Local tax revenues	g <input checked="" type="checkbox"/> United Way's grants	k <input type="checkbox"/> Sale of Products
d <input type="checkbox"/> Revenue sharing funds	h <input checked="" type="checkbox"/> Local community contributions	l <input type="checkbox"/> Sale of Services

m OTHER (Please specify):

33. Which agency would maintain facility in event legally responsible agency fails to perform as agreed? (Please specify):

City of Seattle

34. ATTACH COPY OF MAINTENANCE AGREEMENT, IF ANY EXISTS, FOR PROPOSED FACILITY. Be sure documents set forth any penalty or recourse available to applicant in event of default.

None available at the present time

(See "Instructions" on reverse side of page.)

35. What is the total population of the area for which the applicant agency has jurisdiction? 530,831

36. What is the total population of the service or catchment area of the proposed facility? 48,922

37. To what extent will the client population(s) be served by the proposed facility?

Client Category	Est. to- tal ex- isting client pop.	Est. no. clients served 1st yr. of opns.	% of client pop. served 1st yr.	Est. cli- ent ca- pacity or maximum load	% of cli- ent pop. served at capacity	Year max- imum ca- pacity will be attained
a Elderly, age 60 & over	10,121	500	3%	1,000	6%	1976
b _____	_____	_____	_____	_____	_____	_____
c _____	_____	_____	_____	_____	_____	_____
d _____	_____	_____	_____	_____	_____	_____

(Attach separate sheet if necessary.)

38. List source(s) of data used to complete Item 37 above:

a 1970 Census

b Senior Services and Centers statistical data

c Central Area Senior Center statistical data

d _____

(Attach separate sheet if necessary.)

39. ATTACH MAP CLEARLY INDICATING LOCATION OF PROPOSED FACILITY IN RELATION TO CLIENT POPULATION(S) TO BE SERVED. (See "Instructions" on reverse side of page.) Attach. "B"

40. Is proposed facility readily accessible by public transportation?
a Yes b No

41. Is it anticipated most clients will travel to and from facility by private auto?
a Yes b No

41a. If "No" boxes in both Item 40 and Item 41 above were checked, please specify how majority of clients will gain access to facility services:
N/A

42. What portion of total and client populations is comprised of racial minority persons?

43. Is applicant agency required by Federal law to file an Affirmative Action Plan?
a Yes b No

Minority Group	Est. total number	% of service area pop.	% of client pop.
Black	37,868	43.6	19
Indian	4,123	2.0	1.1
Asian-American	22,077	7.0	8.1
Spanish Surname	10,835	.3	.2
Other:	unavailable	_____	_____

44. If "Yes" box was checked in Item 43 above, what is status of Affirmative Action Plan?
a Implemented b Approved
c Completed d Being Prepared

45. Will client or minority populations be afforded opportunities to participate in planning processes for the proposed facility and its location?
a Yes b No

(See "Instructions" on reverse side of page.)

IF PROPOSED FACILITY IS TO BE CONSTRUCTED, OR IF FACILITY IS AN EXISTING STRUCTURE TO BE REMODELED OR IMPROVED, COMPLETE ITEMS 46 THROUGH 60. IF PROPOSED FACILITY IS A MOBILE UNIT, OMIT THIS SECTION AND COMPLETE ITEMS 61 THROUGH 68. COMPLETE BOTH SECTIONS IF BOTH A STRUCTURE AND A MOBILE UNIT ARE INVOLVED.

46. ATTACH SITE OR PLOT PLAN TO SCALE AND INDICATING LOCATION AND SIZE OF SITE AND POSITIONING OF PROPOSED FACILITY ON SITE. (COMPASS DIRECTIONS AND ADJACENT ROADWAYS SHOULD BE NOTED.) Attachment "C"

47. WHAT IS TOTAL AREA OF SITE?

57,720 Square Feet

48. WHAT IS TOTAL AREA OF GROUND SPACE REQUIRED FOR FACILITY STRUCTURE?

8,880 Square Feet

49. TOTAL FLOOR SPACE OF STRUCTURE:

2 Number of Floors
12,305 Total Square Feet

50. NUMBER OF ON-SITE PARKING SPACES FOR STAFF, CLIENTS, AND VISITORS:

18 Stalls/Spaces

51. IS SITE ADJACENT (WITHIN 200 FEET OR LESS) TO A LAKE, STREAM, WATERWAY, OR OTHER SHORTLINE OR DOES SITE CONTAIN A SHORTLINE?

a Yes b No

52. IS AN ENVIRONMENTAL IMPACT STATEMENT REQUIRED FOR FACILITY OR PROJECT?

a Yes b No

53. WHAT IS THE LOCAL ZONING CLASSIFICATION OF THE SITE?
RD 5000

54. WHAT IS THE STATE FIRE RATING FOR THE FIRE PROTECTION DISTRICT IN WHICH THE SITE IS LOCATED? Class 2

55. TO WHAT BUILDING CODE FIRE STANDARD WILL FACILITY BE CONSTRUCTED OR REMODELED?
Type V Construction I-R

56. IN WHAT FIRE PROTECTION DISTRICT IS SITE LOCATED?

Seattle

57. DOES FACILITY/PROJECT REQUIRE RE-ZONING, VARIANCES, CONDITIONAL USE PERMITS, OR OTHER EXCEPTIONS OR EXEMPTIONS FROM LOCAL CODES OR ORDINANCES?

IF "YES" BOX IS CHECKED, EXPLAIN:

a Yes b No

(Attach additional sheet(s) if necessary.)

58. DO SITE CONDITIONS PRESENT ANY UNUSUAL PROBLEMS OR SITUATIONS AFFECTING THE COSTS OF CONSTRUCTION OR REMODELING?

IF "YES" BOX IS CHECKED, EXPLAIN:

a Yes b No

(Attach additional sheet(s) if necessary.)

59. ATTACH ONE COMPLETE SET OF BUILDING OR REMODEL PLANS TO INCLUDE ARCHITECTURAL, ENGINEERING, ELECTRICAL, MECHANICAL, PARKING AND LANDSCAPE PLANS. (Architectural plans must include exterior elevation drawings or scaled perspective drawings of structure(s) for which funding is sought in whole or in part.) Attachment "D"

60. INDICATE TARGET DATES FOR THE FOLLOWING:

	Month	Day	Year
a. Completion of all drawings, plans, and specifications	Aug	1	1975
b. Advertising for bids	Aug	15	1975
c. Opening of bids	Aug	20	1975
d. Awarding of contract(s)	Sept.	3	1975
e. Starting date for construction or remodeling	Sept.	17	1975
f. Completion of project <input checked="" type="checkbox"/> or occupancy date <input type="checkbox"/>	March	17	1976

(Check appropriate box)

(See "Instructions" on reverse side of page.)

70. Complete the following facility/project financial breakdown:

If unable to complete this page as part of original R-29 form submittal, see page 8 and follow instructions thereon.

DO NOT WRITE IN THIS SPACE

Facility/Project Expense Category "A"	Estimated cost, Bid Price, or Market Value "B"	Column "B" Totals "C"	Column "C" Total "D"
--	---	--------------------------	-------------------------

A. PLANNING:

Architect's Fees	\$ 4,400		
Engineer's Fees	1,000		
Consultant Fees	5,000		
Other Expenses: (Specify)			
TOTAL PLANNING EXPENSES			\$ 10,400

B. ACQUISITION: Mobile Unit

Unit or Vehicle Basic Cost	\$		
Optional Equipment Costs			
Non-vehicular Fixed Equipment Costs			
Other Costs/Expenses: (Specify)			
TOTAL MOBILE UNIT EXPENSES			\$ N/A

C. ACQUISITION: Site/Structure

Purchase Cost or Value:			
Site	\$	(300,000)	
Existing Structure \$			
TOTAL SITE/STRUCTURE COSTS \$		300,000	
Appraisal Fees		4,000	
Legal Fees		1,000	
Tax or "In Lieu of Tax" Costs		2,500	
Other Costs/Expenses: (Specify)			
Title & Escrow		2,500	
TOTAL SITE/STRUCTURE ACQUISITION EXPENSES			\$ 310,000

D. CONSTRUCTION/IMPROVEMENT:

Demolition/Removal	\$	9,100	
Grading/Excavation		-0-	
Foundation/Piling		-0-	
Concrete/Paving/Walls/Walks		5,600	
Framing/Rough Carpentry		3,000	
Electrical Wiring/Fixtures		3,500	
Heating/Cooling		500	
Plumbing		4,000	
Drywall/Plaster		1,600	
Finish Carpentry/Trim		3,500	
Millwork/Cabinets		1,500	
Carpeting/Floorcovering/Laminates		1,200	
Glass/Sash		-0-	
Painting/Decorating		800	
Roofing/Gutter/Downspout		-0-	
Landscaping		3,200	
Fixed Equipment		-0-	
Other Expenses: (Specify)			
Contingency		4,500	
Taxes & Administration		3,100	
Contractors Profit		4,500	
TOTAL CONSTRUCTION/IMPROVEMENT EXPENSES			\$ 49,600

E. TOTAL PLANNING, ACQUISITION, CONSTRUCTION, AND IMPROVEMENT EXPENSES \$ 370,000

(See "Instructions" on reverse side of page.)

71. What is the appraised value of the site real estate?
 \$ 9,000
 *Land only

72. What is the appraised value of site improvements (including structures)?
 \$ 344,032

73. Complete the following breakdown indicating the projected and available sources of funding for the proposed facility: (List figures to the nearest whole dollar amount)

FUNDS SOURCE (See instructions before completing.)	TOTAL AMOUNT	STATUS:		
		On Hand	Approved	Pending
Donations/Contributions of Cash Funds	\$ _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
"In Kind" Contributions at Market Value	<u>100,000</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Local Agency Tax Revenue Funds	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Local Agency Bond Funds	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Donations or Contributions Other than Cash	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
"Revenue Sharing" Funds of Local Agency	<u>85,000</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Federal Grant/Loan Funds: (Specify Type)	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other Funds: (Specify)	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
SUB-TOTAL (Add all listed figures)	\$ <u>185,000</u>			
Referendum 29 Funds Requested	\$ <u>185,000</u>			
TOTAL FACILITY/PROJECT FUNDS REQUIRED	\$ <u>370,000</u>			

(*Listed figure should agree with figure listed in Item 70E on page 6 of form.)

74. What percentage of total facility/project costs would be paid with requested Referendum 29 funds?
50 %

75. Is sufficient local funding available to start project while Referendum 29 application is being considered?
 a Yes b No

76. Is Referendum 29 amount REQUIRED in "lump sum" payment? If so, by what date?
 a Yes b No Date: April 1, 1975

77. If Referendum 29 amount may be paid in installments, complete the following "cash flow" estimates for quarterly payments: N/A

AMOUNT PAYABLE	% of TOTAL GRANT	STATE FIS-CAL QUARTER*	MONTH	YEAR
\$ _____	_____ %	_____	_____	197_____
\$ _____	_____ %	_____	_____	197_____
\$ _____	_____ %	_____	_____	197_____
\$ _____	_____ %	_____	_____	197_____
TOTAL \$ _____	100	(*First quarter begins July 1.)		

80. Complete the following statement and affix agency or notary's seal:

I hereby certify that the information provided in this application is true and complete to the best of my personal knowledge and belief.

signature *Wes Orlman*
 typed name Wes Orlman, Mayor
 title or position _____
 date _____ city _____

(SEAL)

WF1-573



WASHINGTON FUTURE FUNDING QUESTIONNAIRE

 WASHINGTON FUTURE PROGRAM
 Office of Program Planning and Fiscal Management
 Olympia, Washington 98504

(1a) APPLICANT (name & address) City of Seattle/Dept. of Human Resources 313 1/2 1st Avenue South, Seattle, WA 98104		(1b) PROJECT CONTACT (name & title) Curt Green, Director	(1c) TELEPHONE No. (206) 583-6000
(2a) PROJECT PERIOD August 1, 1975 - March 17, 1976		(2b) TOTAL COST OF PROJECT \$ 370,000.00	
(3a) PROJECT LOCATION 500 30th Avenue South	(3b) MUNICIPALITY Seattle	(3c) COUNTY King	(3d) LEGISLATIVE DIST. 37
(4) FUNDING PERCENTAGE:			
FEDERAL	%	LOCAL	%
		50	%
WASHINGTON FUTURE		OTHER	
50		%	
(5) HAVE YOU COMPLETED AND ATTACHED THE LOCAL FISCAL CONDITION REPORT? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		(6) Washington Future Number: Six	
(7) THIS PROJECT CONFORMS TO THE COMPREHENSIVE PLAN FOR: <input checked="" type="checkbox"/> LOCAL <input type="checkbox"/> REGIONAL <input type="checkbox"/> OR STATE		(8) DURING THE CONSTRUCTION PERIOD INDICATE THE AVERAGE WORK FORCE Six	
(9) WHAT IS THE RESULT OF THE ENVIRONMENTAL IMPACT STATEMENT? N/A			

(10) IS THIS PROJECT THE RESULT OF A FEDERAL OR STATE STATUTORY REQUIREMENT? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	(11) WILL THE NECESSARY FUNDS FOR OPERATING THE COMPLETED PROJECT BE AVAILABLE? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
---	--

(12) PROJECT BENEFIT MEASURE
The completion of this project will insure the provision of needed social/recreational, health, casework, information and referral and nutrition services to at least 500 elderly persons, age 60 and over in Seattle's Central Area.

(13) CHECK THE FOLLOWING ITEMS THAT HAVE BEEN COMPLETED TO DATE FOR THE PROJECT.

<input checked="" type="checkbox"/> PLAN DESIGNED	<input type="checkbox"/> PLAN APPROVED	<input type="checkbox"/> ENGINEERING COMPLETED
<input type="checkbox"/> PLAN AUTHORIZED	<input type="checkbox"/> PRELIMINARY ENGINEERING APPROVED	<input type="checkbox"/> ENGINEERING APPROVED AND ACCEPTED
<input type="checkbox"/> PLAN COMPLETED	<input type="checkbox"/> ENGINEERING AUTHORIZED	

(14) IDENTIFY ORGANIZATIONAL AND CITIZEN SUPPORT FOR THIS PROJECT.
Senior Services and Centers, Seattle-King County Planning Council on Aging, United Way of King County, Seattle Urban League, Yesler Atlantic Neighborhood Improvement Project, Central Area School Council, Seattle Housing Development, Central Seattle Community Council Federation, N.A.A.C.P., Leschi Golden Age Club, Cherry Hill Baptist Church, First AME Church

(15) DOES THIS PROJECT PROVIDE THE FOLLOWING:

<input type="checkbox"/> URBAN EXPANSION	<input checked="" type="checkbox"/> SERVE THE UNDERPRIVILEGED OR HANDICAPPED
<input type="checkbox"/> NEW OPPORTUNITY FOR INDUSTRIAL DEVELOPMENT	<input type="checkbox"/> SAVE HISTORICAL SITES
<input type="checkbox"/> PRESERVE NATURAL SITES	<input type="checkbox"/> PROVIDE ADDITIONAL RECREATIONAL AREAS
<input type="checkbox"/> ELIMINATE OR REDUCE LOCAL NUISANCE CONDITION	<input type="checkbox"/> PROTECT THE NATURAL ENVIRONMENT
<input checked="" type="checkbox"/> PROVIDE YEAR-ROUND USE OF SITE	

(16) DOES THIS PROJECT SATISFY AGRICULTURAL OR INDUSTRIAL WATER DEMANDS? N/A YES NO

(17) DESCRIBE THE MULTI-PURPOSE POTENTIAL OF THIS PROJECT AND ATTACH A COPY OF THE PROPOSAL.
This project will combine current senior center activities with the Title VII Nutrition Project's daily meal program. Additionally, a part-time social worker and nurse will be provided by Senior Services and Centers. This program will be an integral part of the comprehensive planning, coordination and service delivery system developed by the Area Agency on Aging for Seattle-King County.

WASHINGTON FUTURE USE ONLY

**Your
Seattle
Department of Human Resources**



Curtis M. Green, Jr., Director
Wes Uhlman, Mayor

January 21, 1975

Referendum 29 Section
DSHS Planning & Research Division
P.O. Box 1788 Mail Stop 15-1
Olympia, Washington 98504

Gentlemen:

This is to advise you that it is the City of Seattle's intent to enter into an interim use lease agreement and negotiate for and acquire the Central Area Senior Center at the site of Sunrise House located at 500 30th Avenue South, Seattle. This will be contingent upon the City receiving Referendum 29 funds from the State of Washington.

Legislation is presently being requested from the City Council for the purpose of authorizing the City to develop the Central Area Senior Center, but this is also contingent on the approval of the Referendum 29 funds by the State.

As soon as we are advised by the State on the allocation of funds for this purpose, the City will take the necessary steps to enter into contract for the development of this project.

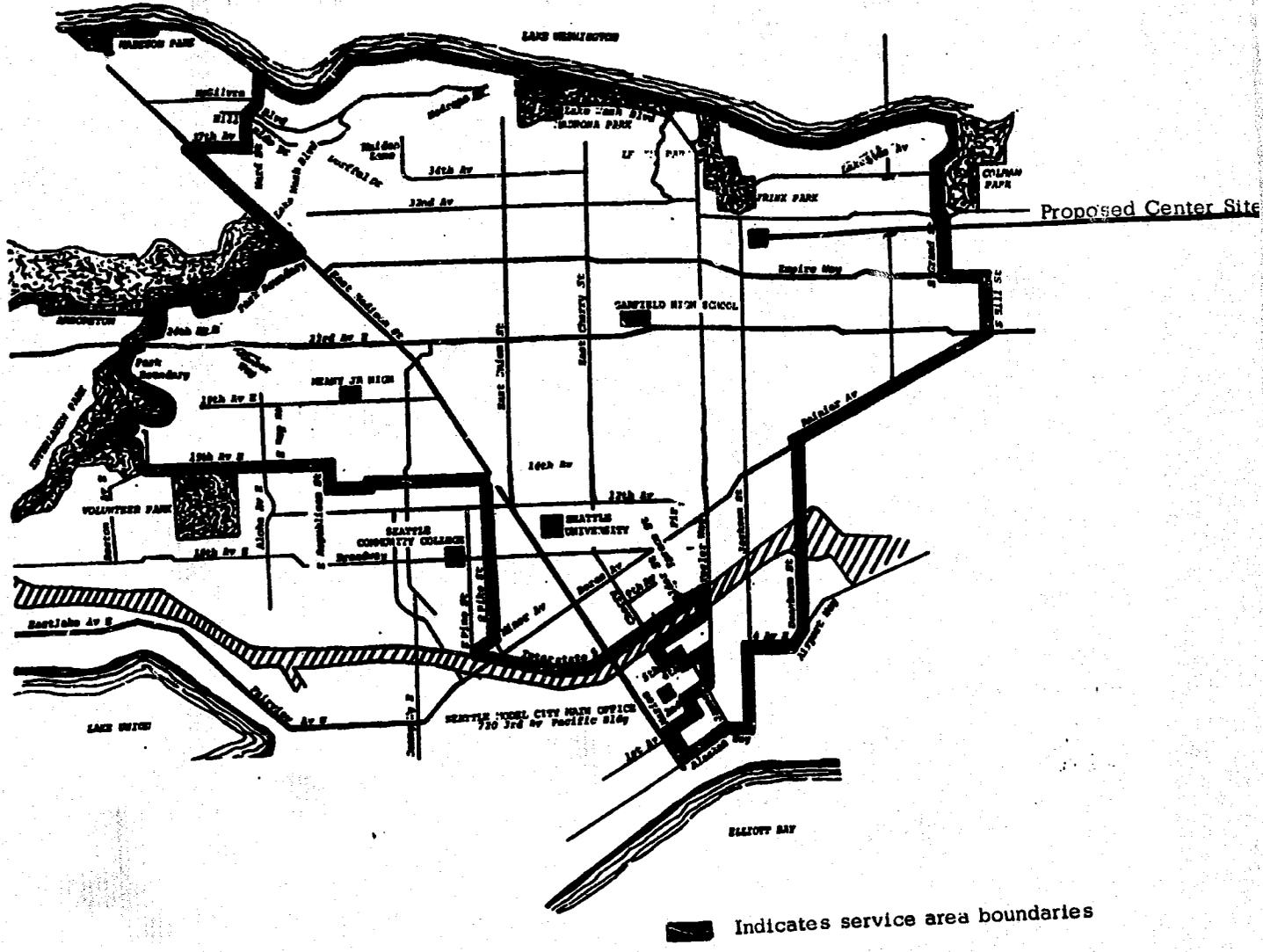
Sincerely,

Curtis M. Green, Jr.
Director,
Dept. of Human Resources

125
CMG:RS:TE:rh

cc: Ted Best
Cheryl Cobbs

ATTACHMENT "B"



Indicates service area boundaries

City of Seattle - STANDARD OPERATING PROCEDURE NO. 100-014

with legislative request.

Section 1 - Title of Program: Central Area Senior Center

Section 2 - Statement of Objectives:

The Department of Human Resources/Area Agency on Aging has applied for Referendum 29 funds to purchase and renovate the Sunrise House facility located at 30th Avenue South and South King Streets in order to establish a permanent senior center in Seattle's Central Area. The present center, located at 2017 South Jackson Street will be demolished in the near future. Additionally, space limitations at this facility have made it impossible to provide a full range of needed services to the elderly.

The target population includes those elderly persons, age 60 and over who reside within the boundaries of the Garfield/Madrona District. This area contains 10,121 persons who are 60 and over. Of this group, 2,112 are low income elderly. The Garfield/Madrona District also contains the highest concentration of minority persons in Seattle-King County.

Completion of this project will insure the provision of needed health, social/recreational, casework, information and referral and nutritional services to at least 500 elderly persons during the first year of operation. This project will combine current senior center activities with the Title VII Nutrition Project's daily meal program and will be an integral part of the comprehensive planning, coordination and service delivery system developed by the Area Agency on Aging for Seattle-King County.

The following objectives have been established for the Central Area Senior Center:

1. To overcome social isolation by serving as a meeting place for elderly neighborhood residents, age 60 and over in Seattle's Central Area.
2. To develop a community of older persons responsible for working towards a comprehensive program of services for all elderly in the Central Area.
3. To establish a health maintenance and education program which will include: foot care clinics, blood pressure checks, health care counseling and health education classes.
4. To provide skilled social work counseling which will enable the target population to maintain their independence.
5. To provide socialization/recreational activities for elderly neighborhood residents in Seattle's Central Area.
6. To contribute toward better nutrition for the elderly through incorporation of the Central Area Senior Center and the Central Area Title VII Nutrition Program.

Section 3 - Fiscal Requirements:

The Central Area Senior Center currently receives funding from a General Fund allocation of \$16,371 and matching funds in the amount of \$10,000 which are provided by United Way. The Area Agency on Aging sub-contracts with Senior

Services and Centers for operation of the center and administers the general fund monies allocated for this purpose. The current contract period is from January 1 - December 31, 1975.

The City has committed general fund monies to this project for a three year period (1975 - 1977) based on matching funds provided through United Way. The City's commitment to fund the center will decrease over this period as United Way increases its funding commitment.

Referendum 29 funds in the amount of \$185,000 have been requested to purchase and renovate Sunrise House. These funds will be matched by general revenue sharing monies in the amount of \$85,000 and a \$100,000 in-kind contribution based on the actual value of this facility. Ordinance authority has been requested to appropriate \$185,000 from the Emergency Fund and \$85,000 from the General Revenue Sharing Fund to acquire and renovate this facility. The Emergency Fund appropriation would be reimbursed upon receipt of Referendum 29 funds or such other funds as may become available. (See detailed budget attached) Both Referendum 29 and General Revenue Sharing funds are "one-time only" grants specifically earmarked for purchase and remodeling costs.

Section 4 - Personnel Requirements:

A full-time Director and part-time Secretary are funded through utilization of General Fund monies. United Way provides funding support for a part-time Social Worker and Nurse. No new staff will be hired.

Section 5 - Facility and Equipment Requirements:

Ordinance authority is being requested to enable the Superintendent of Buildings to negotiate for and acquire the Sunrise House facility as a general municipal property. Maintenance and upkeep will be the responsibility of the sub-contracting agency, Senior Services and Centers.

Additional authority is needed for an interim lease agreement to allow occupancy and use by the senior center during the period of escrow closing and of subsequent design and remodeling.

No equipment will be acquired through utilization of these funds.

Section 6 - Evaluation Criteria and Reporting:

The Superintendent of Buildings will initiate and supervise the purchase and remodeling of Sunrise House, including all design and construction activity, review by the Seattle Design Commission, advertising for bids, awarding of contracts through the Board of Public Works and all other administrative and supervisory activity related thereto before and during construction to completion and final acceptance.

As stated earlier, the Department of Human Resources/Area Agency on Aging currently sub-contracts with Senior Services and Centers for the operation of the Central Area Senior Center. This contract includes a negotiated evaluation plan consisting of a statement of program objectives, performance standards for measuring accomplishments of objectives and reporting requirements delineating necessary data collection for tracking actual program activities.

Section 7 - Alternatives:

In June of 1974, two consultants were hired to investigate the feasibility of all alternatives for a senior center in the Central Area. The consultants' report and a similar report issued by the Seattle-King County Planning Council on Aging recommended the purchase of Sunrise House over all other alternatives.

Failure to provide necessary authorization for funding would severely jeopardize

-3-

andize the establishment of a permanent senior center in the Central Area.

CENTRAL AREA SENIOR CENTER - Sunrise House Purchase and Renovation Budget

	<u>GRS</u>	<u>REF. 29</u>	<u>IN-KIND</u>	<u>TOTALS</u>
<u>Planning:</u>				
Architects Fee	-0-	\$ 4,400.00	-0-	\$ 4,400.00
Engineers Fee	-0-	\$ 1,000.00	-0-	\$ 1,000.00
Consultant Fees	\$ 5,000.00	-0-	-0-	\$ 5,000.00
TOTAL PLANNING EXPENSES	\$ 5,000.00	\$ 5,400.00	-0-	\$10,400.00
<u>Acquisition:</u>				
Site & Structure	\$80,000.00	\$120,000.00	\$100,000.00	\$300,000.00
Appraisal Fees	-0-	\$ 4,000.00	-0-	\$ 4,000.00
Legal Fees	-0-	\$ 1,000.00	-0-	\$ 1,000.00
Tax Costs	-0-	\$ 2,500.00	-0-	\$ 2,500.00
Title & Escrow	-0-	\$ 2,500.00	-0-	\$ 2,500.00
TOTAL ACQUISITION COSTS:	\$80,000.00	\$130,000.00	\$100,000.00	\$310,000.00
<u>Construction/Improvement:</u>				
Demolition/Removal	-0-	\$ 9,100.00	-0-	\$ 9,100.00
Concrete/Paving/Walls	-0-	\$ 5,600.00	-0-	\$ 5,600.00
Framing/Rough Carpen	-0-	\$ 3,000.00	-0-	\$ 3,000.00
Electrical/Wiring	-0-	\$ 3,500.00	-0-	\$ 3,500.00
Heating/Cooling	-0-	\$ 500.00	-0-	\$ 500.00
Plumbing	-0-	\$ 4,000.00	-0-	\$ 4,000.00
Drywall/Plaste.	-0-	\$ 1,600.00	-0-	\$ 1,600.00
Finish Carpent.	-0-	\$ 3,500.00	-0-	\$ 3,500.00
Millwork/Cabine.	-0-	\$ 1,500.00	-0-	\$ 1,500.00
Carpeting/Floorcovering	-0-	\$ 1,200.00	-0-	\$ 1,200.00
Painting/Decorating	-0-	\$ 800.00	-0-	\$ 800.00
Landscaping	-0-	\$ 3,200.00	-0-	\$ 3,200.00
Contingency	-0-	\$ 4,500.00	-0-	\$ 4,500.00
Taxes & Administration	-0-	\$ 3,100.00	-0-	\$ 3,100.00
Contractors Profit	-0-	\$ 4,500.00	-0-	\$ 4,500.00
TOTAL CONSTR/IMPROV.COSTS:	-0-	\$49,500.00	-0-	\$ 49,500.00
 TOTAL BUDGET:	 \$85,000.00	 \$285,000.00	 \$100,000.00	 \$370,000.00

FISCAL IMPACT QUESTIONNAIRE

DATE: 3-14-75

COMMITTEE(S): PP+B / FIN

C.F.# 281146

OMB REVIEW? Yes No

Needs OMB Review and SOP 100-014 form

alB



CITY OF SEATTLE
DEPARTMENT OF BUILDINGS
ALFRED PETTY, P.E. Superintendent
MEMBER, BOARD OF PUBLIC WORKS
MEMBER, PLANNING COMMISSION

Wes Uhlman, Mayor

February 26, 1975

IN RE: Sunrise House

City Council
City of Seattle

Via Mayor Uhlman

Honorable Members:

Numerous public hearings over the past year have resolved the major problems surrounding establishment of a Central Area Senior Center. In order to facilitate permanent establishment of the center without undue delay, we are recommending purchase of the site and structure of the privately-owned Sunrise House at 30th Avenue South and South King Street. We are therefor requesting ordinance authority for the Department of Human Resources to apply for and receive in the name of the City monies in the form of a grant of State of Washington Referendum 29 Bond Funds intended for use in this kind of project. Contingent upon State approval of the application, we ask that ordinance authority also be provided for the Superintendent of Buildings to negotiate for and acquire as a general municipal property the Sunrise House ownership in an amount not to exceed \$200,000.

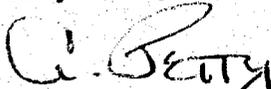
To allow occupancy and use by the senior center during the period of escrow closing and of subsequent design and remodeling, additional authority is needed for the Superintendent of Buildings to negotiate for an interim use lease agreement for the City as represented by the Department of Human Resources and Senior Services and Centers, their contract operator. The lease would be consummated with the present owners of Sunrise House at a negotiated figure which, in the judgment of the Superintendent of Buildings, is a reasonable market rental. Finally, your legislation should provide authorization for the Superintendent of Buildings, contingent upon successful completion of acquisition of the property, to initiate and supervise remodeling of the structure, including all design and construction activity, which shall consist of selection and retention of an architect to prepare plans, review by the Seattle Design Commission, advertising for bids, awarding of contracts through the Board of Public Works and all other administrative and supervisory activity related thereto before and during construction to completion and final acceptance.

February 26, 1975

For the above-stated purposes, we ask that the sum of \$185,000 be appropriated from the Emergency Fund and as much as may be available of the General Revenue Sharing Fund allocation of \$85,000 designated for this purpose. Ordinance 103099 previously appropriated \$5,000 of the revenue sharing monies for preliminary studies. The \$3,500 of unencumbered funds presently remaining in that ordinance should be reauthorized within this new proposed appropriation, making an approximate total of \$268,500 available to complete the project. The Emergency Fund appropriation would be reimbursed by the Referendum 29 funding or such other funds as may become available.

All monies in excess of those actually spent for acquisition and leasing should be authorized and available for payment of necessary remodeling and other expenses incidental to establishment of the Center at the selected site. All of the required ordinances should authorize the Mayor and City Comptroller to execute those documents, contracts, agreements or reports and perform such other tasks as may be necessary to complete establishment of the Central Area Senior Center at the proposed Sunrise House location. Your early action on the project will be appreciated. If you have any questions, contact Mr. W. S. McMillan, Administrator of Real Property, 583-5754.

Very truly yours,



ALFRED PETTY, P.E.
Superintendent of Buildings



CURTIS M. GREEN, JR.
Director
Dept. of Human Resources

WSM:mc

TIME AND DATE STAMP

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:

John R. Miller

FOR CITY COUNCIL PRESIDENT USE ONLY

COMMITTEE(S) REFERRED TO: PPG
Fin.

[Signature]

PRESIDENT'S SIGNATURE

LICENSE AGREEMENT

THIS LICENSE AGREEMENT is made as of the 17 day of August, 2000 by and between **The City of Seattle**, a municipal corporation, (the "City"), and the **PORT OF SEATTLE**, a Washington municipal corporation (the "Port").

WITNESSETH:

WHEREAS, the Port and the City have agreed to enter into this License Agreement ("License") for the Port to install and maintain an Environmental Monitoring Unit ("EMU") on a building owned by the City, to monitor noise generated by aircraft at Seattle-Tacoma International Airport ("Airport"); and

WHEREAS, the Port and the City have agreed that the EMU shall be attached to and maintained on the following building:

Central Area Senior Center
500 30th Ave S
Seattle, WA 98144

(the "Building"). The location of the Building and area on the Building where the EMU will be attached are shown on Exhibit A, attached hereto and incorporated herein by this reference.

NOW, THEREFORE, in consideration of the mutual promises of the parties hereto and other good and valuable consideration, the parties agree as follows.

AGREEMENTS:

1. Grant of License

The City hereby grants a non-exclusive license to the Port to install and maintain the EMU on the Building, including the right of access through and across the real property on which the Building is located to conduct the rights granted hereunder (the "License").

2. Term

This License shall commence on the date hereof and terminate upon the Port's cessation of operation and removal of the EMU, and may be earlier terminated by either party upon thirty (30) days advance written notice delivered by one party to the other.

3. Description of EMU

The EMU shall consist of a metal box attached to the side of the Building, including a monitor mast extending approximately 8 feet above roof level, with conduit from the EMU box to the monitor mast, all as generally illustrated on Exhibit B, attached hereto and incorporated herein by this reference.

4. Installation and Maintenance

The Port shall install the EMU on the Building at its sole cost and expense. The Port shall maintain the EMU in a first class, fully operable condition for the duration of this License at its sole cost and expense; provided, however any repair or maintenance work required because of the negligence or carelessness by the City, its employees, or agents shall be paid or reimbursed to the Port by the City. The City will not be held liable for the negligence or carelessness of its tenant. The Port will reimburse the City's tenant at the rate of \$200 per year for electricity to operate the EMU. The EMU shall at all times remain the property of the Port, and, upon expiration or earlier termination of this License, shall be removed by the Port and the Building returned to substantially the condition it was in at the commencement of this License Agreement, reasonable wear and tear excepted.

5. Reservation of Rights

In the event that the location becomes incompatible with the continued monitoring of noise, the parties shall negotiate in good faith to relocate the affected EMU to another location consistent with the purpose of this License Agreement. The Port will be responsible for all costs associated with relocation of the EMU.

6. Liability

- (a) The Port shall not be liable to any persons or for damage to any property regardless of how such injury or damage be caused, or any other claims sustained, or alleged to have been sustained by the City or by others, as a result of the presence and operation of the EMU on the Buildings, except to the extent such injury or damage is caused by the negligence of the Port.
- (b) For the purpose of this paragraph, the term "Port" shall mean and include the Port and its Commissioners, other officers, employees, and agents, and the term "City" shall mean and include the City, its agents, any person directly or indirectly employed by it, or anyone for whose acts any of them may be liable.

7. Liens and Encumbrances

The Port shall keep the EMU free and clear of any liens and encumbrances arising or growing out of the installation, operation and maintenance of the EMU by the Port.

8. Notices

All notices hereunder may be delivered or mailed. If mailed, they shall be sent to the following respective addresses:

To the Port:

Port Of Seattle
Box 68727
Seattle, WA 98168
Attention: Stan Shepherd
Airport Noise Office

To the City:

The City of Seattle
ESD Facilities
Alaska Bldg 14th Floor
Seattle, WA 90104

or to such other respective addresses as either party hereto may hereafter from time to time designate in writing.

9. Captions

The captions in this License Agreement are for convenience only and do not in any way limit or amplify the provisions of this License.

10. Invalidity of Particular Provisions

If any term or provision of this License Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this License Agreement shall not be affected thereby and shall continue in full force and effect.

IN WITNESS WHEREOF, the parties have executed this License Agreement as of the day and year first above written.

PORT OF SEATTLE

A municipal corporation

By: *[Signature]*
Its: *Manager, Commercial Development*

CITY OF SEATTLE

A _____

By: *[Signature] 8/24/2000*
Its: *Deputy Director, ESD*

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this day before me personally appeared Kent Myers, to me known to be the Manager, Commercial Division of the **PORT OF SEATTLE**, a municipal corporation, the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 29th day of August, 2000.



Harley W. Hughes
Notary Public in and for the State of Washington;
Residing at: Seattle
My commission expires: 7/29/03

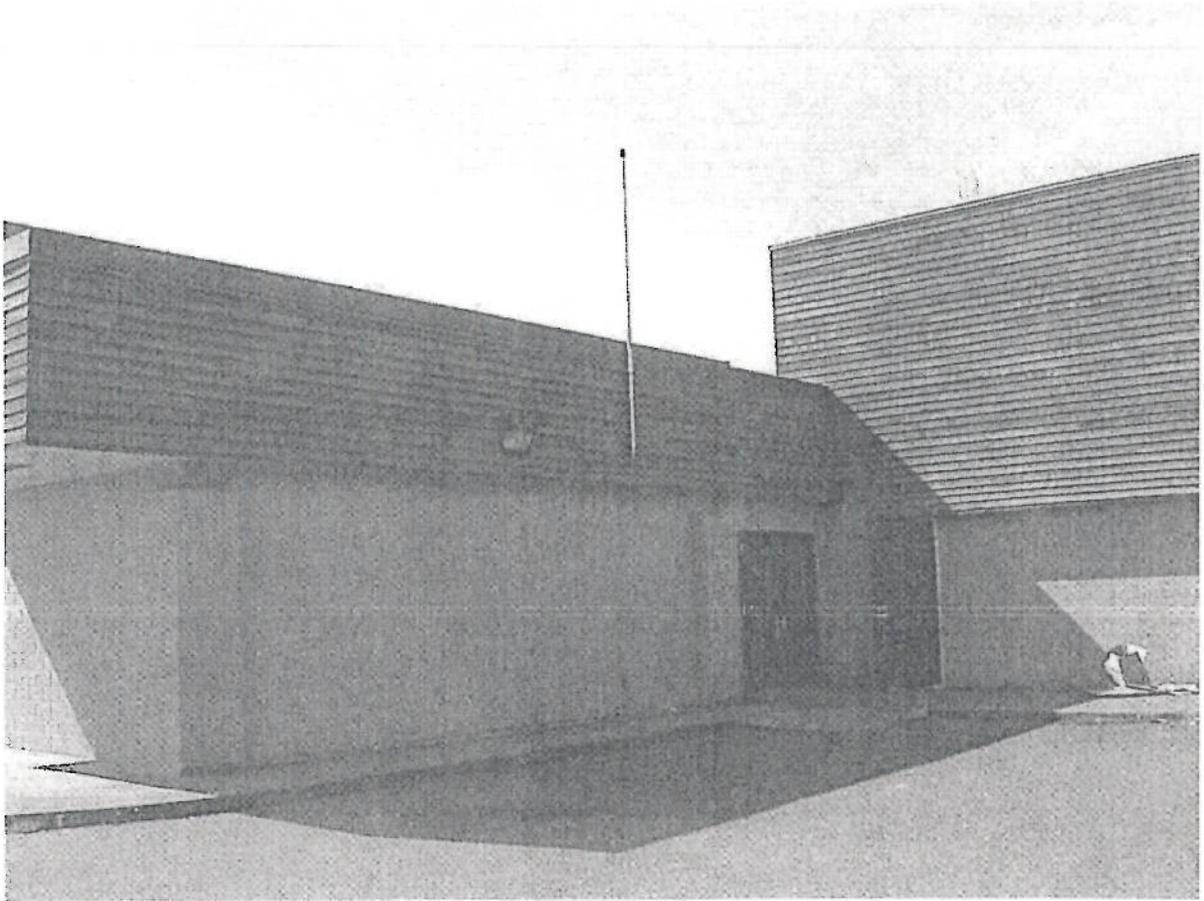
STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

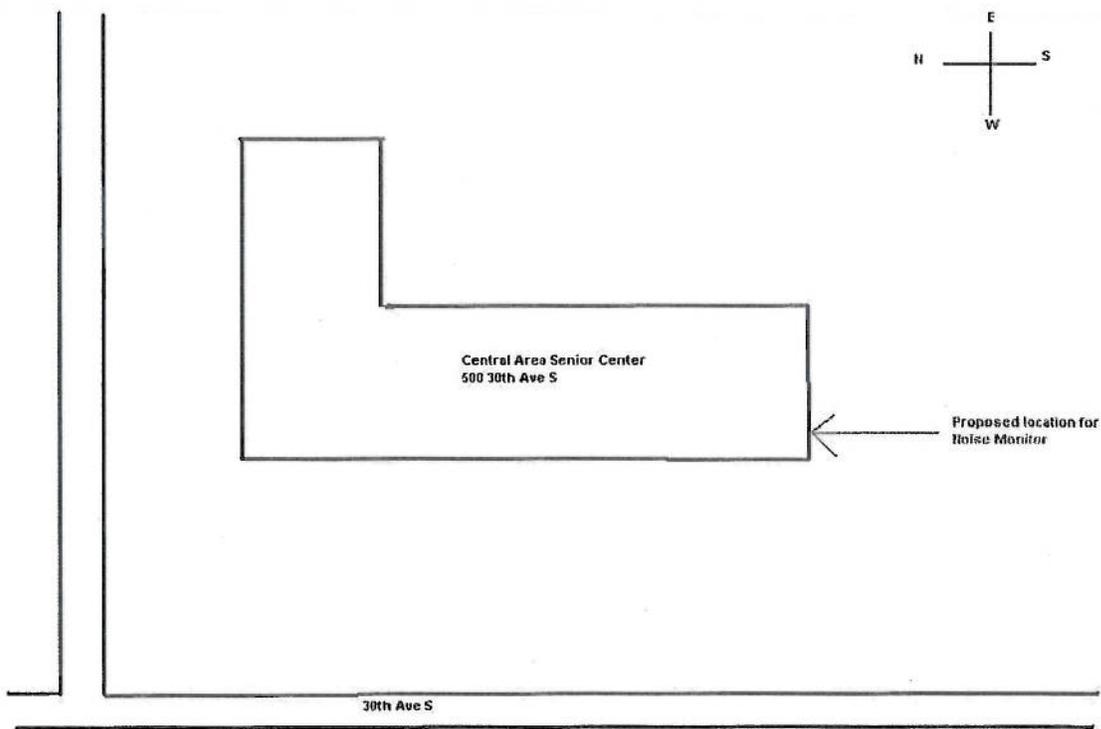
On this day before me personally appeared Kenneth J. Nakatsu, to me known to be the Deputy Exec. Svc. Dir. of **THE CITY OF SEATTLE**, a _____, the _____ that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said _____, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 24 day of August, 2000.



Lisa S. Peyer Lisa S. Peyer
Notary Public in and for the State of Washington;
Residing at: Vashon
My commission expires: 5.25.03





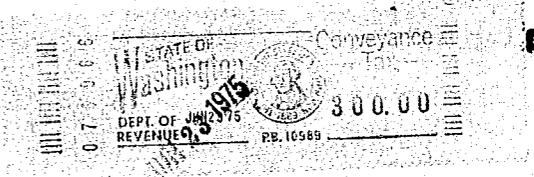
Seattle City Clerk's Office

Deed File

17558

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

A-133216 U-21



THIS SPACE RESERVED FOR RECORDER'S USE.
RECORDED
REQUEST OF
975 JUN 24 AM 8 30
DIRECTOR OF RECORDS & ELECTIONS - KING CO. WN.
DEPUTY

Filed for Record at Request of
Name: PIONEER NATIONAL TITLE INS.
Address: 719 - 2nd Avenue
City and State: Seattle, Washington 98104
ESCROW 133216 EM

FILED FOR RECORD AT REQUEST OF
PIONEER NAT'L. TITLE INS. CO.
719 SECOND AVE.
SEATTLE, WASHINGTON 98104

FILED FOR RECORD AT REQUEST OF
PIONEER NAT'L. TITLE INS. CO.
719 SECOND AVE.
SEATTLE, WASH., 98104
210

7506240284

Form 467-C-Rev.

Statutory Warranty Deed (CORPORATE FORM)

THE GRANTOR SUNRISE HOUSE/NEWHAVEN, formerly known as Sunrise House, Inc., a Washington Nonprofit Corporation
for and in consideration of Three Hundred Thousand and No/100 Dollars (\$300,000.00)
in hand paid, conveys and warrants to THE CITY OF SEATTLE, a Municipal Corporation,
the following described real estate, situated in the County of King, State of Washington:

Lots 1, 2, 3, 4, 11, 12, 13 and 14, Block 21, Burke's Second Addition to the City of Seattle, according to the plat recorded in Volume 1 of Plats, page 248.

\$300,000

APPROVED AS TO FORM ONLY
JOHN P. HARRIS
CORPORATION COUNSEL

By James B. Harris,
6-18-75 ASSISTANT

DESCRIPTION & TITLE APPROVED:
A. L. FERTY, BUILDING SUPT.
By [Signature]
Date 6-18-75

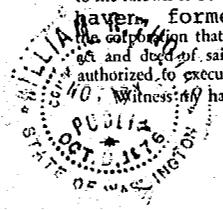
IN WITNESS WHEREOF, said corporation has caused this instrument to be executed by its proper officers
this 29th day of May, 1975.

SUNRISE HOUSE, INC.
WITNESSED:
[Signature] Admin.
[Signature] Atty.
1975

Sunrise House, Newhaven
By Paul A. Mlachnik Vice President.
By Howard Nimmons Secretary.

STATE OF WASHINGTON, }
County of Pierce }

On this 29th day of May, 1975, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Paul A. Mlachnik and Howard Nimmons to me known to be the Vice President and Secretary, respectively, of Sunrise House/Newhaven, formerly known as Sunrise House, Inc.



He and she, as a corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that authorized to execute the said instrument and that the seal affixed (if any) is the corporate seal of said corporation. Witness my hand and official seal hereto affixed the day and year first above written.

William J. [Name]
Notary Public in and for the State of Washington,
residing at Newport Island

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

17558



**PIONEER NATIONAL
TITLE INSURANCE**

A TICOR COMPANY

Policy of Title Insurance

PIONEER NATIONAL TITLE INSURANCE COMPANY, a California corporation, herein called the Company, for a valuable consideration, and subject to the conditions and stipulations of this policy, does hereby insure the person or persons named in item 1 of Schedule A, together with the persons and corporations included in the definition of "the insured" as set forth in the conditions and stipulations, against loss or damage sustained by reason of:

1. Title to the estate, lien or interest defined in items 3 and 4 of Schedule A being vested, at the date hereof, otherwise than as stated in item 2 of Schedule A; or
2. Any defect in, or lien or encumbrance on, said title existing at the date hereof, not shown in Schedule B; or
3. Any defect in the execution of any instrument shown in item 3 of Schedule A, or priority, at the date hereof, over any such instrument, of any lien or encumbrance not shown in Schedule B.

provided, however, the Company shall not be liable for any loss, damage or expense resulting from the refusal of any person to enter into, or perform, any contract respecting the estate, lien or interest insured. The total liability is limited to the amount shown in Schedule A, exclusive of costs incurred by the Company as an incident to defense or settlement of claims hereunder. This policy shall not be valid or binding until countersigned below by a validating officer of the Company.

Pioneer National Title Insurance Company

by *John E. Blood, Jr.*
President

and *John J. Egan*
Secretary

Countersigned

By

Harry Kinnee

Validating Signatory

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

WLTA

NUMBER : A-133216
DATE : JUNE 24, 1975 AT 8:30 A.M.
AMOUNT : \$300,000.00
PREMIUM: \$784.00

SCHEDULE A

1. INSURED

THE CITY OF SEATTLE, A MUNICIPAL CORPORATION

2. TITLE TO THE ESTATE, LIEN OR INTEREST INSURED BY THIS POLICY IS VESTED IN

THE NAMED INSURED

3. ESTATE, LIEN OR INTEREST INSURED

FEE SIMPLE ESTATE

4. DESCRIPTION OF THE REAL ESTATE WITH RESPECT TO WHICH THIS POLICY IS ISSUED

LCTS 1, 2, 3, 4, 11, 12, 13 AND 14, BLOCK 21, BURKE'S SECOND ADDITION TO THE CITY OF SEATTLE, ACCORDING TO THE PLAT RECORDED IN VOLUME 1 OF PLATS, PAGE 248, IN KING COUNTY, WASHINGTON.

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

SCHEDULE B

DEFECTS, LIENS, ENCUMBRANCES AND OTHER MATTERS AGAINST WHICH THE COMPANY DOES NOT INSURE:

GENERAL EXCEPTIONS

ALL MATTERS SET FORTH IN PARAGRAPHS NUMBERED 1 TO 4 INCLUSIVE ON THE COVER SHEET OF THIS POLICY UNDER THE HEADING SCHEDULE B GENERAL EXCEPTIONS

SPECIAL EXCEPTIONS

NONE

...END OF SCHEDULE B...

THE TERMS OF THIS POLICY ARE MODIFIED BY THE ATTACHED WA 10 INDORSEMENT.

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

Gregory J. Nickels, Mayor

Fleets and Facilities Department

Brenda Bauer, Director

September 10, 2007

Cynthia Andrews, Director
Central Area Senior Center
500 - 30th Ave. S.
Seattle, WA 98144

Dear Ms. Andrews,

As you know, the City has a lease with Senior Services of King County for the Central Area Senior Center located at 500 – 30th Ave. S. While the term of the current lease has expired, it has not been terminated by either party and therefore remains in effect on a holdover basis as long as both parties are in agreement.

A new lease will require the approval, by ordinance, of the Seattle City Council. An appraisal of market rents and the market value of the improvements will be required. We look forward to working with you over the coming months to put a new lease in place.

The facility has been operated successfully at this location for many years and there is widespread support for it to continue. We have no plans to consider any change in the current use of the property as the Central Area Senior Center.

Sincerely,

A handwritten signature in black ink that reads "Barbara Brannan".

Barbara Brannan
Leasing Agent
Real Estate Services

Cc: Tanya Reeves

Ordinance No. 104597

AN ORDINANCE accepting the offer of Sunrise House/ New Haven, a non-profit corporation, to convey to the City as a site for a Central Area Senior Center Lots 1, 2, 3, 4, 11, 12, 13 and 14, Block 21, Burke's Second Addition, for a cash consideration consisting of two-thirds of the appraised fair cash market value thereof; accepting a gift by the seller of one-third of the fair cash market value thereof; authorizing the preparation of plans, specifications and cost estimates for the renovation of said property, making an appropriation from the Emergency Fund and declaring the emergency therefor.

6/5/75 - Pass ~~and~~ amended.

ENGROSSED Council Bill No. 96317

INTRODUCED: May 5, 1975	BY: MILLER
REFERRED: May 5, 1975	TO: Parks & Public Grounds Finance
REFERRED:	
REPORTED: JUN 9 1975	SECOND READING: JUN 9 1975
THIRD READING: JUN 9 1975	SIGNED: JUN 9 1975
PRESENTED TO MAYOR: JUN 10 1975	APPROVED: JUN 12 1975
RET'D. TO CITY CLERK JUN 12 1975	PUBLISHED:
VETOED BY MAYOR:	VETO PUBLISHED:
PASSED OVER VETO:	VETO SUSTAINED:
ENGROSSED:	BY:
VOL..... PAGE.....	

SEE BACK COVER

ORD 105137 -AUTH APPL & EXECUTE AGREEMENT WITH STATE FOR FINANCIAL ASSIST TO AID IN ACQUISITION & REMODELLING OF "SUNRISE HOUSE" TO SERVE AS THE CENTRAL AREA SR CITIZENS CTR., ETC.

ORD 105324 -ACCEPTS DEED.

CF-284794 --CONTRACT -ARANGO CONST CO -CENTRAL AREA SR CTR REMODELING, PART A.

EK
CAW

PUB
BLDG. (BC)
ENG. /
B. O. /
A. C. /
S. E. /
C. O. /
LIGHT

ORDINANCE 104597

1
2
3 AN ORDINANCE accepting the offer of Sunrise House/New Haven, a
4 non-profit corporation, to convey to the City as a site for a
5 Central Area Senior Center Lots 1, 2, 3, 4, 11, 12, 13 and 14,
6 Block 21, Burke's Second Addition, for a cash consideration
7 consisting of two-thirds of the appraised fair cash market
8 value thereof; accepting a gift by the seller of one-third of
9 the fair cash market value thereof; authorizing the preparation
10 of plans, specifications and cost estimates for the renovation
11 of said property, making an appropriation from the Emergency
12 Fund and declaring the emergency therefor.

13
14 WHEREAS, Sunrise House/New Haven Corporation has offered to sell
15 to the City Lots 1, 2, 3, 4, 11, 12, 13 and 14, Block 21,
16 Burke's Second Addition to the City of Seattle (Volume 1 of
17 Plats, page 248) together with the improvements situated
18 thereupon; and

19
20 WHEREAS, an independent real estate appraisal of the property has
21 established the fair cash market value thereof at Three
22 Hundred Thousand Dollars; and

23
24 WHEREAS, the seller, Sunrise House/New Haven Corporation, desires
25 to sell said property to the City while simultaneously making
26 a gift to the City of one-third (\$100,000) of the fair cash
27 market value thereof; and

28
29 WHEREAS, the Superintendent of Buildings and the Mayor have recom-
30 mended acceptance of such offer (C.F. 281146) and use of the
31 property for a Central Area Senior Center; Now, Therefore,

32
33 BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

34
35 Section 1. That the offer of Sunrise House/New Haven, a
36 corporation, to convey to The City of Seattle the following de-
37 scribed real property, the fair cash market value of which has
38 been determined to be Three Hundred Thousand Dollars (\$300,000):

39
40 Lots 1, 2, 3, 4, 11, 12, 13 and 14, Block 21, Burke's
41 Second Addition to the City of Seattle, according to plat
42 thereof recorded in Volume 1 of Plats, page 248, in King
43 County, Washington

44
45 Situate in the City of Seattle, County of King, State of
46 Washington

47
48 upon a cash payment by the City to the seller of T hundred

TH:BG:nd
5/26/75

Thousand Dollars (\$200,000) for the purpose of simultaneously effecting a gift by the seller to the City of One Hundred Thousand Dollars (\$100,000), is hereby accepted and in such connection the Superintendent of Buildings for and on behalf of the City is hereby authorized and directed to take such steps as are necessary to effect transfer of title to said property to the City; and for such purpose including appraisal costs, title insurance, escrow fees, closing costs, the expenses of negotiations in connection with such acquisition, and, in connection with the renovation of the property, the employment of an architect, preparation of plans, specifications, cost estimates for and such renovation pursuant to the authority contained in Section 2 hereof the sum of Two Hundred Seventy Thousand Dollars (\$270,000) or so much thereof as may be necessary is hereby appropriated from the Emergency Fund reimbursable (1) by an appropriation hereby made and authorized of Eighty-five Thousand Dollars (\$85,000), or so much thereof as may be necessary, from the Federal Shared Revenue Fund (Calendar year 1974 allocation) to be expended in accordance with the State and Local Fiscal Assistance Act of 1972, regulations implementing said act and Ordinance 101742; and (2) from any such funds as may become available for such purpose pursuant to an application to the State of Washington, Department of Social and Health Services for a grant pursuant to Referendum 29; and the City Comptroller is authorized to draw and the City Treasurer to pay the necessary warrants and make the necessary transfers.

Section 2. As further requested in C.F. 281146, the Superintendent of Buildings is authorized to employ an architect if necessary in such connection and to prepare plans, specifications and cost

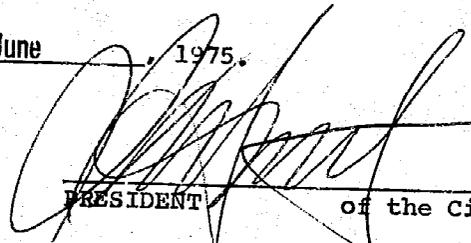
1 estimates for the renovation of the structure on the real property
2 described in Section 1 hereof and upon approval by the Board of
3 Public Works, the Superintendent of Buildings is authorized to
4 proceed under the direction of said Board with the renovation of
5 the structure, which renovation may be effected by the award of a
6 contract or contracts therefor or by day labor in the discretion
7 of said Board, the costs of such improvement in an amount not to
8 exceed Sixty Thousand Dollars (\$60,000) to be charged to the
9 appropriation made in Section 1 hereof, and the City Comptroller
10 is authorized to draw and the City Treasurer to pay the necessary
11 warrants and make any necessary transfers.

12 Section 3. WHEREAS, the appropriation herein made is to
13 meet actual necessary expenditures of the City for which no ap-
14 propriation has been made due to causes which could not reasonably
15 have been foreseen at the time of making the 1975 Budget; Now,
16 Therefore, in accordance with RCW 35.32A.060, by reason of the
17 facts above stated and the emergency which is hereby declared to
18 exist, this ordinance shall become effective immediately upon the
19 approval or signing of the same by the Mayor or passage over his
20 veto, as provided by the Charter of the City.

21 PASSED by three-fourths vote of all the members of the City
22 Council the 9 day of June, 1975, and signed
23 by me in open session in authentication of its passage this
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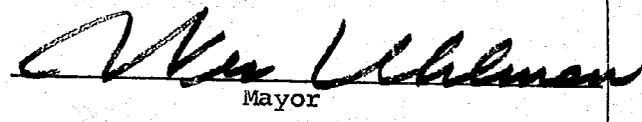
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28

9 day of June, 1975.



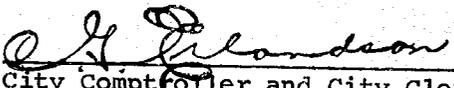
PRESIDENT of the City Council

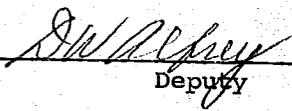
Approved by me this 12 day of June, 1975.



Mayor

Filed by me this 12 day of June, 1975.

ATTEST: 
City Comptroller and City Clerk

By: 
Deputy

(SEAL)

Published _____

The City of Seattle--Legislative Department

MR. PRESIDENT:

Date Reported
and Adopted

Your Committee on **PARKS & PUBLIC GROUNDS AND FINANCE**

JUN 9 1975

to which was referred **C.B. 96317**

Accepting the offer of Sunrise House/New Haven, a non-profit corporation, to convey to the City as a site for a Central Area Senior Center Lots 1, 2, 3, 4, 11, 12, 13 and 14, Block 21, Burke's Second Addition, for a cash consideration consisting of two-thirds of the appraised fair cash market value thereof; accepting a gift by the seller of one-third of the fair cash market value thereof; authorizing the preparation of plans, specifications and cost estimates for the renovation of said property, making an appropriation from the Emergency Fund and declaring the emergency therefor.

RECOMMEND THAT ENGROSSED C.B. 96317 BE SUBSTITUTED FOR THE ORIGINAL C.B. 96317 AND WHEN SO SUBSTITUTED THE SAME DO PASS.

John R. Miller P&PG
Chairman

[Signature] FIN.
Chairman

Committee

Committee

GG 19

62

Ordinance No. 105137

AN ORDINANCE authorizing application for and execution of an agreement with the State of Washington- Department of Social and Health Services for financial assistance under the Social and Health Facilities Bond Issue Act to aid in acquisition and remodeling of "Sunrise House" to serve as the Central Area Senior Citizens Center and directing deposit of the proceeds of such agreement in the Emergency Fund as partial reimbursement for the appropriation made therefrom by Ordinance 104597.

11/25/75 PuPG - Pass
11/26/75 For - Pass
COMPTROLLER 282550
FILE NUMBER

Council Bill No. 96948

INTRODUCED: NOV 24 1975	BY: EXECUTIVE REQUEST
REFERRED: NOV 24 1975	TO: Parks & Public Grounds Finance
REFERRED:	
REFERRED:	
REPORTED: DEC 1 1975	SECOND READING: DEC 1 1975
THIRD READING: DEC 1 1975	SIGNED: DEC 1 1975
PRESENTED TO MAYOR: DEC 2 1975	APPROVED: DEC 5 1975
RETD. TO CITY CLERK: DEC 5 1975	PUBLISHED:
VETOED BY MAYOR:	VETO PUBLISHED:
PASSED OVER VETO:	VETO SUSTAINED:

Unanimous Vote

YES..... NO.....

3

TC

- H. Res.
- EK

FUB
- (BC) -
BLDG.
ENG.
x B. OX
- A. C. -
- S. E. -
C. O.
LIGHT

ORDINANCE 105137

1
2
3 AN ORDINANCE authorizing application for and execution of an
4 agreement with the State of Washington-Department of Social
5 and Health Services for financial assistance under the Social
6 and Health Facilities Bond Issue Act to aid in acquisition and
7 remodelling of "Sunrise House" to serve as the Central Area
8 Senior Citizens Center and directing deposit of the proceeds
9 of such agreement in the Emergency Fund as partial reimburse-
10 ment for the appropriation made therefrom by Ordinance 104597.

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

12 Section 1. That as recommended by the Mayor in C.F. 282550,
13 the Mayor is authorized for and on behalf of The City of Seattle
14 to execute and submit an application to the State of Washington-
15 Department of Social and Health Services ("DSHS"), substantially
16 as contemplated in said C.F., for financial assistance in the
17 approximate amount of One Hundred Eighty-five Thousand Dollars
18 (\$185,000) under the State's Social and Health Services Bond
19 Issue Act (RCW Ch. 43.83D; "Washington Futures") for the acquisi-
20 tion and remodelling of "Sunrise House" to serve as the Central
21 Area Senior Citizens Center; and, thereafter, upon approval of
22 such application, the Mayor is authorized to execute and the City
23 Comptroller to attest, for and on behalf of The City of Seattle
24 in such counterparts as may be necessary, an agreement sub-
25 stantially as contemplated by said application and the Mayor is
26 further authorized to furnish such additional information and
27 documents in connection with such application and agreement and
28 to act as the authorized representative of the City in connection
therewith.

Section 2. That in accordance with Ordinance 104597,
funds received pursuant to the agreement authorized in Section 1

(To be used for all Ordinances except Emergency.)

hereof, shall be deposited to the credit of the Emergency Fund as partial reimbursement for the appropriation made therefrom by said Ordinance 104597.

Section 3. That submission of the application and execution of the agreement authorized in Section 1 hereof and any other act pursuant to the authority and prior to the effective date of this Ordinance are hereby ratified and confirmed.

Section 4. This ordinance shall take effect and be in force thirty days from and after its passage and approval, if approved by the Mayor; otherwise it shall take effect at the time it shall become a law under the provisions of the city charter.

Passed by the City Council the 1 day of December, 1975 and signed by me in open session in authentication of its passage this 1 day of December, 1975. *Carl B. Frank* President Pro Tem of the City Council.

Approved by me this 5 day of December, 1975. *Wm. Uhlman* Mayor.

Filed by me this 5 day of December, 1975.

Attest: *C. J. Grandson* City Comptroller and City Clerk.

(SEAL)

Published _____ By *D. W. Alper* Deputy Clerk.

The City of Seattle--Legislative Department

MR. PRESIDENT:

Your Committee on PARKS AND PUBLIC GROUNDS AND FINANCE
to which was referred Council Bill 96948

Date Reported
and Adopted
DEC 1 1975

Authorizing application for and execution of an agreement with the State of Washington Department of Social and Health Services for financial assistance under the Social and Health Facilities Bond Issue Act to aid in acquisition and remodeling of "Sunrise House" to serve as the Central Area Senior Citizens Center and directing deposit of the proceeds of such agreement in the Emergency Fund as partial reimbursement for the appropriation made therefrom by Ordinance 104597,

RECOMMENDS THAT SAME DO PASS.

John R. Miller P & PG
Chairman

L. Hill FINANCE
Chairman

Committee

Committee

JJ 06

Ordinance No. 105324

AN ORDINANCE accepting deeds from Sunrise House/Newhaven and Exxon Corporation for general municipal purposes.

2/3/76 Papp Pass

COMPTROLLER

FILE NUMBER _____

Council Bill No. 97151

INTRODUCED: JAN 26 1976	BY: EXECUTIVE REQUEST
REFERRED: JAN 26 1976	TO: Parks & Public Grounds
REFERRED:	
REFERRED:	
REPORTED: FEB 9 1976	SECOND READING: FEB 9 1976
THIRD READING: FEB 9 1976	SIGNED: FEB 9 1976
PRESENTED TO MAYOR: FEB 10 1976	APPROVED: FEB 10 1976
RETD. TO CITY CLERK: FEB 19 1976	PUBLISHED:
VETOED BY MAYOR:	VETO PUBLISHED:
PASSED OVER VETO:	VETO SUSTAINED:

Unanimous Vote

YES..... NO.....

Seeds # 17558 and 17559

lca
H. Ras.
WM
AM

PUR ✓
BLDG. (BC)
ENG.
B. O.
A. C.
S. E.
C. O.
LIGHT

ORDINANCE 105324

AN ORDINANCE accepting deeds from Sunrise House/Newhaven, a Washington Nonprofit Corporation to a portion of Block 21, Burke's Second Addition and Exxon Corporation, a New Jersey Corporation for a portion of the Edward Hanford Donation Claim, King County, Washington for general municipal purposes.

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. That the deeds recorded on the dates and by the grantors as hereinafter set forth, each conveying to the City of Seattle the parcel of real estate described after each grantor's name, all situate in Seattle, King County, Washington, to-wit:

Sunrise House/Newhaven, formerly known as Sunrise House, Inc., a Washington Nonprofit Corporation.
June 24, 1975 (Sunrise House)

Lots 1, 2, 3, 4, 11, 12, 13 and 14, Block 21, Burke's Second Addition to the City of Seattle, according to the plat recorded in Volume 1 of Plats, page 248.

Exxon Corporation, a New Jersey corporation, formerly Humble Oil & Refining Company, a Delaware corporation, who acquired title by merger with The Carter Oil Company, a West Virginia corporation.
October 2, 1975 (Sick's Stadium, Parcel #1)

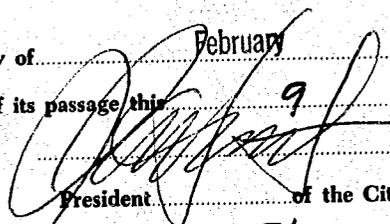
That portion of the Edward Hanford Donation Claim, in King County, Washington, described as follows: Beginning at a point on the northerly line of McClellan Street, said point being distant 74 feet easterly from the intersection of the northerly line of McClellan Street, and the easterly line of Rainier Avenue; thence westerly 74 feet to point of said intersection; thence northerly along the easterly line of Rainier Avenue a distance of 111 feet to a point; thence easterly a distance of 101.78 feet to a point which is distant 118.81 feet from the point of beginning; thence 118.81 feet to point of beginning.

be and the same are hereby accepted for general municipal purposes.

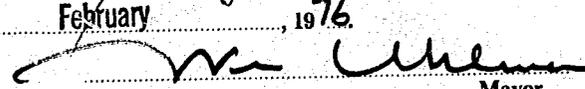
(To be used for all Ordinances except Emergency.)

Section 2. This ordinance shall take effect and be in force thirty days from and after its passage and approval, if approved by the Mayor; otherwise it shall take effect at the time it shall become a law under the provisions of the city charter.

Passed by the City Council the 9 day of February, 1976,
and signed by me in open session in authentication of its passage this 9 day of
February, 1976


President of the City Council.

Approved by me this 19 day of February, 1976.

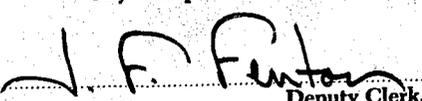

Mayor.

Filed by me this 19 day of February, 1976.

Attest: 
City Comptroller and City Clerk.

(SEAL)

Published.....

By 
Deputy Clerk.



OFFICE OF THE MAYOR-- CITY OF SEATTLE

Wes Uhlman, Mayor

January 21, 1976

The City Council
The City of Seattle

Honorable Members:

The attached letter from Department of Buildings,
Re: CB accepting deeds from Sunrise House/Newhaven
has been reviewed by the Office of Management and Budget. We
concur with the recommendation contained therein and recommend
that the same be adopted.

Sincerely,

Wes Uhlman
Mayor

by

A handwritten signature in cursive script, reading "Walter R. Hundley".

Walter R. Hundley
Budget Director

WRH: SC:mr
Attachments

cc: Mayor's Office

Seattle
Department of Buildings

Alfred Petty, P.E. Superintendent
Wes Uhlman, Mayor



January 13, 1976

Re: Council Bill

RECEIVED

JAN 15 1976

OFFICE OF MANAGEMENT
& BUDGET

Honorable City Council
City of Seattle

Via Mayor Uhlman

Gentlemen:

We transmit herewith for your approval a council bill accepting deeds from Sunrise House/Newhaven, a Washington Nonprofit Corporation to a portion of Block 21, Burke's Second Addition and Exxon Corporation, a New Jersey Corporation to a portion of the Edward Hanford Donation Claim, King County, Washington for general municipal purposes.

One deed to property located at 500 30th Avenue South was acquired by negotiation for the total appraised consideration of Three Hundred Thousand Dollars (\$300,000.00) under the authority of Ordinance 104597 in connection with Sunrise House.

One deed to property located at the northeast corner of Rainier Avenue South and South McClellan Street was acquired by negotiation for the total appraised consideration of Thirty-Six Thousand Dollars (\$36,000.00) under the authority of Ordinance 104951 in connection with Sicks Stadium.

Very truly yours,

for Robert L. Snyder
ALFRED PETTY, P.E.
Superintendent of Buildings

WSM:mc

Att.

cc: Mayor Uhlman
Don Sherwood, Parks Dept.

The City of Seattle--Legislative Department

MR. PRESIDENT:

Date Reported
and Adopted

Your Committee on

PARKS & PUBLIC GROUNDS

FEB 9 1976

to which was referred

S.B. 97151

Accepting deeds from Sunrise House/Newhaven and Exxon Corporation for general municipal purposes.

RECOMMEND THAT THE SAME DO PASS

John R. Miller P&PG
Chairman

Chairman

Committee

Committee

WPSA RADWASTE vertical ce
 Dec. 22.
 Alaska Dept. of Highways (NE
 and Juneau bridge dect. repa
 Inv. 76-0076 (News Feb. 6)
 Inv. 76-0076 (News Feb. 6)
 root work established 1 pm Fe
 23 by Fort Lewis Procurement
 (News Jan. 30)
 General Services Administration
 invitation to be issued later.
 postponed indefinitely. Will be
 finally set to bid Feb. 19 has be
 Proj. 147, 19517, project on
 per root repair. 200 Chasman 2
 FARMER'S FEDERAL BLDG. pa
 Dec. 11
 (Project) ARMY Engineers (NE
 2:10 pm Mar. 18 by WAIA 19
 6-4000 from Feb. 19
 LEWISTON 1976, published
 BN and Chasman
 PNUGC member

Affidavit of Publication

**STATE OF WASHINGTON,
KING COUNTY—SS.**

The undersigned, on oath states that he is an authorized representative of The Daily Journal of Commerce, a daily newspaper, which newspaper is a legal newspaper of general circulation and it is now and has been for more than six months prior to the date of publication hereinafter referred to, published in the English language continuously as a daily newspaper in Seattle, King County, Washington, and it is now and during all of said time was printed in an office maintained at the aforesaid place of publication of this newspaper. The Daily Journal of Commerce was on the 12th day of June, 1941, approved as a legal newspaper by the Superior Court of King County.

The notice in the exact form annexed, was published regular issues of The Daily Journal of Commerce, which was regularly distributed to its subscribers during the below stated period. The annexed notice, a.....

 ORDINANCE NO 105324

.....
 was published on Feb 21, 1976

.....
[Signature]
 Subscribed and sworn to before me on

.....
 Feb 21, 1976

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

ORDINANCE 105324

AN ORDINANCE accepting deeds from Sunrise House/New Haven, a Washington Nonprofit Corporation, in 1/2 portion of Block 21, Burke's Second Addition, and Essex Corporation, a New Jersey Corporation, for a portion of the Edward Hanford Donation (Claim, King County, Washington) for general municipal purposes.

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. That the deeds recorded on the dates and by the grantees as hereinafter set forth, each conveying to the City of Seattle the parcel of real estate described, after each grantor's name, all situated in Seattle, King County, Washington, to-wit:

Essex House/New Haven, formerly known as Sunrise House, Inc., a Washington Nonprofit Corporation.

June 24, 1975 (Sunrise House) Lots 1, 2, 3, 12, 13 and 14, Block 21, Burke's Second Addition to the City of Seattle, according to the plat recorded in Volume 1 of Plats, page 248.

Essex Corporation, a New Jersey corporation, formerly known as Essex House, Inc., a Delaware corporation, according to the deed by grantor with the Center Oil Company, a West Virginia corporation.

October 1, 1975 (Essex Station, Parcel 21)

That portion of the Edward Hanford Donation (Claim, King County, Washington) for a portion of Block 21, Burke's Second Addition, and Essex Corporation, a New Jersey Corporation, for a portion of the Edward Hanford Donation (Claim, King County, Washington) for general municipal purposes.

Section 2. This ordinance shall take effect and be in force thirty days from and after its passage and approval as approved by the City Council. If the City Council shall be in session on the date it shall become a law under the provisions of the city charter.

Passed by the City Council the 9th day of February, 1976, and signed by me in open session in authentication of its passage this 9th day of February, 1976.

BALL SMITH, President of the City Council.

Approved by me this 19th day of February, 1976.

WES UHLMAN, Mayor.

Filed by me this 19th day of February, 1976.

Attest: E. L. KIDD, City Comptroller and City Clerk.

(Seal) By J. F. FENTON, Deputy Clerk.

Publication ordered by E. L. KIDD, Comptroller and City Clerk.

Date of Official Publication in the Daily Journal of Commerce, Seattle, February 21, 1976. (C-514)

Affidavit of Publication

STATE OF WASHINGTON, KING COUNTY--SS.

The undersigned, on oath states that he is an authorized representative of The Daily Journal of Commerce, a daily newspaper, which newspaper is a legal newspaper of general circulation and it is now and has been for more than six months prior to the date of publication hereinafter referred to, published in the English language continuously as a daily newspaper in Seattle, King County, Washington, and it is now and during all of said time was printed in an office maintained at the aforesaid place of publication of this newspaper. The Daily Journal of Commerce was on the 12th day of June, 1941, approved as a legal newspaper by the Superior Court of King County.

The notice in the exact form annexed, was published regular issues of The Daily Journal of Commerce, which was regularly distributed to its subscribers during the below

stated period. The annexed notice, a.....
ORDINANCE NO 105324

was published on Feb 21, 1976

[Signature]
Subscribed and sworn to before me on

Feb 21, 1976

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

ORDINANCE No. 112740

COUNCIL BILL No. 105273

Law Department

The City of Seattle--Legislative

AN ORDINANCE relating to the Department of Administrative Services; authorizing the establishment of Mutual and Offsetting Benefit (MOB) lease agreements with Senior Services and Centers

REPORT OF COMMITTEE

Honorable President:

Your Committee on Parks and Public

to which was referred the within Council Bill No. 105273
report that we have considered the same and respectfully recom

D. Pers

COMPTROLLER FILE No. _____

Introduced: DEC 16 1985	By: EXECUTIVE REQUEST
Referred: DEC 16 1985	To: <u>City Operations</u>
Referred:	To:
Referred:	To:
Reported: MAR 10 1986	Second Reading: MAR 10 1986
Third Reading: MAR 10 1986	Signed: MAR 10 1986
Presented to Mayor: MAR 11 1986	Approved: MAR 20 1986
Returned to City Clerk: MAR 20 1986	Published:
Vetoed by Mayor:	Veto Published:
Passed over Veto: OK	Veto Sustained:

REC'D OMB MAR 11 1986

Janette Williams

Committee Chair

Legis. Department

The City of Seattle--Legislative Department

Date Reported
and Adopted

REPORT OF COMMITTEE

Honorable President:

Your Committee on Parks and Public Grounds

to which was referred the within Council Bill No. 105278
report that we have considered the same and respectfully recommend that the same:

Do Pass

REC'D OMB MAR 11 1966

Janette Williams

Committee Chair

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

ORDINANCE 112740

1
2
3 AN ORDINANCE relating to the Department of Administrative Services;
4 authorizing the establishment of Mutual and Offsetting Benefit (MOB)
5 lease agreements with Senior Services and Centers.

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

7 Section 1. The Mayor is authorized to execute and the City Comptroller
8 to attest for and on behalf of the City of Seattle, two Mutual and Off-
9 setting Benefit (MOB) lease agreements, substantially in the form of
10 Exhibits "A" and "B", attached hereto and identified as "Lease Agreement",
11 with Senior Services and Centers for lease of the buildings commonly known
12 as the Central Area Senior Center, 500 30th Avenue South, and the Greenwood
13 Senior Center, 525 North 85th Street, to operate programs for senior
14 citizens.

15 Section 2. The consideration for the leases will be fair market
16 rental value as determined by a current real property appraisal. However,
17 as MOB tenants, Senior Services and Centers will pay only a portion of the
18 fair market rent in the form of cash, while the remainder will be paid for
19 by providing a predetermined amount of services to the public for the City.

20 Section 3. Any act consistent with the authority and prior to the
21 effective date of this ordinance is hereby ratified and confirmed.
22
23
24
25
26
27
28

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

(To be used for all Ordinances except Emergency.)

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

Section 4. This ordinance shall take effect and be in force thirty days from and after its passage and approval, if approved by the Mayor; otherwise it shall take effect at the time it shall become a law under the provisions of the city charter.

Passed by the City Council the 10th day of March, 1936,
and signed by me in open session in authentication of its passage this 10th day of March, 1936.

[Signature]
President of the City Council.

Approved by me this 20th day of

March, 1936.
[Signature]
Mayor.

Filed by me this 20th day of March, 1936.

[Signature]
Attest: City Comptroller and City Clerk.

(SEAL)

Published

By *[Signature]*
Deputy Clerk.

112740

MUTUAL AND OFFSETTING BENEFIT

LEASE AGREEMENT

PART A - SIGNATURE FORM

PARTIES

THIS LEASE AGREEMENT is entered into by and between THE CITY OF SEATTLE, a municipal corporation of the State of Washington, as Lessor, (hereinafter referred to as the "City") and Senior Services and Centers, Inc. a non-profit corporation organized under the laws of Washington and authorized to do business in the State of Washington, as Lessee (hereinafter referred to as "Lessee").

PREMISES

The City hereby leases to the Lessee and the Lessee hereby leases from the City all of the structure located on the following property:

The north 1/4 of Lot 2, and the east 60 feet of Lot 3, EXCEPT the south 110 feet of said portion of Lot 3, Block 19, Osner's Second Addition to the City of Seattle, as recorded in Volume 12 of Plats, page 3, records of King County, Washington;

the street address for which is 525 North 85th Street, (hereinafter referred to as the "Premises").

USE/PURPOSE

The Premises shall be used and occupied only for the following purpose(s):

Operating a Senior Citizen Center (also known as the Greenwood Senior Center) and associated programs.

TERM

The term of this lease begins January 1, 1983 and expires December 31, 1986, unless terminated earlier pursuant to the terms and conditions hereof.

RENT

In consideration for this Lease, the Lessee shall pay to the City or provide for the City's benefit, for the use and occupancy of the Premises, the following monthly rent: One Thousand Three Hundred Eighty Four and 17/100 Dollars (\$1,384.17), of which a portion, as further described in Part B, Subsection 9.A, hereof, shall be in the form of legal tender of the United States of America or negotiable instruments payable in the same and acceptable to the Director of Administrative Services. Any non-monetary portion of the rent shall be in the form of in-kind services that shall be agreed upon prior to the providing of the same. The services to be provided as a portion of any month's rent shall be described in the annual supplement(s) comprising Part C, hereof.

The "fair market improvements value" of the property of which the Premises form a part is One Hundred Sixty Six Thousand One Hundred Dollars (\$166,100.00), which figure shall be used in the computation of the minimum monetary portion of the rent payable during the first year of the term hereof, and following the annual adjustment provided for in Part B, Subsection 9.C, hereof, for the succeeding years of the term of this Lease.

Under no circumstances shall in-kind services in excess of the value the Lessee becomes obligated to provide in any particular year be usable as an offset to the minimum monetary rental due and payable for any year of the Lease term, or as an offset to any services to be provided by the Lessee in any succeeding year of the Lease term.

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

INSURANCE

The Lessee shall secure and maintain insurance to protect the City from liability as more fully described in Part B, Subsection 4 of this Lease, which insurance shall provide the following minimum coverage:

- \$ 500,000.00 Bodily injury, per person.
- \$ 500,000.00 Bodily injury, per occurrence.
- \$1,000,000.00 Property damage, per occurrence.

UTILITIES

Notwithstanding the provisions in the first sentence of Part B. Section 3. Utilities, the City, at its sole expense, shall provide the following:

None

The City shall not be responsible for any costs incurred in modifying the systems therefor that are occasioned by the Lessee's requirements.

AGREEMENT CONTENTS

This lease consists of this Part A - Signature Form, plus Part B - General Terms and Conditions, Addendum I prohibiting discrimination, and the annual supplements hereto that comprise Part C - Description of M.O.B. Lessee's Services in Lieu of Cash Rental, all of which, by this reference, are incorporated herein. This Lease embodies the entire agreement of the parties hereto. There are no other understandings or agreements, written or oral, between the parties relating to the subject matter hereof.

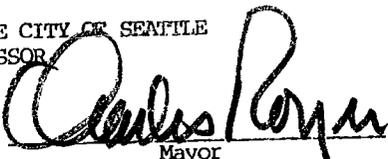
EFFECUATION OF AGREEMENT

In order to be effective, this Lease must be (1) signed by an authorized representative of the Lessee and returned to the City at the address set forth below, accompanied by any required evidence of insurance, and (2) signed by the Mayor pursuant to ordinance authority.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures below:

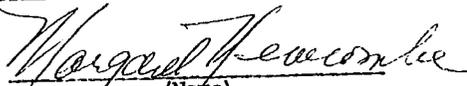
THE CITY OF SEATTLE
LESSOR

By


Mayor

Senior Services and Centers, Inc.
LESSEE

By

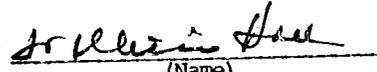

(Name)
President,
BOARD OF TRUSTEES
(Title)

ATTEST:

By


City Comptroller

By


(Name)
Vice-President
BOARD OF TRUSTEES
(Title)

City's address for all communications:

Property Management Section
Department of Administrative Services
Fifth Floor
400 Yesler Building
Seattle, WA 98104

(until otherwise notified)
L.M.1.1-2

Lessee's address for all communications:

SENIOR SERVICES AND CENTERS
160' Second Avenue, Suite 800
Seattle, WA 98101

(until otherwise notified)

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

MUTUAL AND OFFSETTING BENEFIT

LEASE AGREEMENT

PART B - GENERAL TERMS AND CONDITIONS

1. LIMITATION ON USE/PURPOSE

Notwithstanding any other provision herein, the Lessee shall not enter into any sublease of the Premises or any portion thereof or any assignment of any interest in this Agreement, whether long or short term in nature, or engage in any activity with respect to or on the Premises other than that expressly authorized herein, without obtaining the prior explicit written authorization therefor from the City.

2. POSSESSION

In the event of the inability of the City to deliver possession of the Premises, or any portion thereof, at the time of the commencement of the term of this Lease, neither the City nor any of the City's officers, employees, or agents shall be liable for any damage caused thereby, nor shall this Lease thereby become void or voidable, nor shall the term herein specified be in any way extended, but in such event, the Lessee shall not be liable for any rent until such time as the City can deliver possession.

3. UTILITIES

The Lessee, at the Lessee's sole expense, shall provide or shall otherwise pay for, when due, all costs for providing all utilities and other services on or to the Premises including but not limited to elevator service, electricity, gas, water, telephone, sewer, garbage, heating, janitorial, security, and grounds keeping, and shall also pay all charges for utility installation and modifications thereto occasioned by the Lessee's requirements. The City shall not be liable for any injury, loss or damage caused by or resulting from any interruption or failure of said services due to any causes whatsoever except the City's negligence. The Lessee shall not be entitled to an offset, reduction, or return of rental as a result of any interruption or failure of said services.

4. LIABILITY

A. Indemnity: The Lessee shall indemnify and hold the City harmless from any and all losses, claims, actions, damages and expenses arising out of or resulting from any occurrence in or on the Premises. In the event that any suit based upon such losses, claims, actions, damages, or expenses is brought against the City, the Lessee, upon notice of the commencement thereof, shall defend the same at its sole cost and expense; and if final judgment be adverse to the City, or the City and the Lessee jointly, the Lessee shall promptly satisfy the same. The liability described in this subsection shall not be diminished by the fact, if it be a fact, that any such death, injury, damage, loss, cost or expense may have been contributed to, or may be alleged to have been contributed to, in part, by an act or omission of the City, its officers, employees or agents; Provided, that nothing contained in this subsection shall be construed as requiring the Lessee to indemnify the City against liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole act or omission of the City, its employees, officers, or agents.

B. Insurance: The Lessee shall secure and maintain during the full term of this Agreement, at no expense to the City, insurance by one or more companies authorized to do business in the State of Washington, 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) A policy of fire and extended coverage, vandalism, malicious mischief, and special extended coverage insurance providing coverage of not less than eighty percent (80%) of the full replacement value of the Premises, including improvements made thereto, and the contents, with no allowance for depreciation, under which policy the City shall be named as an additional insured, as follows:

"The City of Seattle is an additional insured for all coverages provided by this policy of insurance and shall be fully and completely protected by this policy for any claim, suit, damage or loss of any sort sustained by any person, organization, or corporation and arising out of a covered occurrence under this policy. The coverages provided by this policy to the City or any other named insured shall not be terminated, reduced or otherwise changed in any respect without providing written notice thereof to The City of Seattle, Department of Administrative Services, Property Management Section, 400 Yesler Building, Fifth Floor, Seattle, WA 98104, at least thirty (30) days prior to the effective date thereof."

All losses under the policy shall be adjusted jointly by the Lessee and the City. Any loss paid under such insurance to the Lessee shall be held by the Lessee in trust for application to the cost of rebuilding, repairing, replacing, or restoring the Premises; and the City shall be paid such portion of the insurance proceeds as is equal to the true value of the Premises including all improvements made thereto as of the expiration or termination date specified in Part A, hereof, whichever is earlier (excluding removable trade fixtures and personal property), assuming no damage or loss other than normal wear and tear had occurred. Such payment shall be made to the City within seven (7) days after receipt by the Lessee of the insurance proceeds.

(2) A primary policy of general comprehensive liability insurance, under which (a) the City shall be named as an additional insured in the following manner:

"The City of Seattle is an additional insured for all coverages provided by this policy of insurance and shall be fully and completely protected by this policy for any claim, suit, injury, death, damage or loss of any sort sustained by any person, organization or corporation in connection with activity upon or use or occupancy of the Premises, as well as any activity performed by the principal insured therein.

"The coverages provided by this policy to the City, or any other named insured, shall not be terminated, reduced or otherwise changed in any respect without providing written notice thereof to The City of Seattle, Department of Administrative Services, Property Management Section, 400 Yesler Building, Fifth Floor, Seattle, WA 98104; at least thirty (30) days prior to the effective date thereof."

(b) Liability limits shall be at least the amounts set forth in Part A of this Lease; Provided, that in the event the Director of Administrative Services deems such insurance to be inadequate to fully protect the Lessee and the City, the Lessee shall increase said liability limits to such amounts as the Director of Administrative Services shall deem reasonably adequate to provide said protection, which increase shall be completed within sixty (60) days after the date of notice that the Lessee's insurance is deemed to be inadequate.

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

(c) Coverage shall include, but not be limited to, the following types (described in insurance industry terminology):

- (1) Premises Operations Liability;
- (2) Blanket Contractual Liability;
- (3) Broad Form Property Damage;
- (4) Independent Contractor;
- (5) Automobile Liability for owned, leased, hired or non-owned, if there will be any use of vehicles on the Premises by or on behalf of the Lessee;
- (6) Products and/or Completed Operations;
- (7) Personal Injury, Coverages A, B, and C (Exclusion "C" to be removed)..

C. Contractor's Insurance and Bond: The Lessee shall require each contractor used by the Lessee to perform any demolition or construction work in connection with any improvement, alteration, or addition to be made to the Premises, to secure and maintain, at no cost to the City, the following:

(1) A contract bond or performance bond payable to the Lessee and the City in the full and just sum of the total amount of the contract, conditioned that all the provisions of the contract shall be faithfully performed by the contractor, or the surety if so required, and indemnifying the Lessee and the City against any direct or indirect damages that shall be suffered or claimed for injuries to persons or property during the carrying out of the work of the contract, and conditioned as required by law for the payment of all laborers, mechanics, subcontractors and materialmen, and all persons who shall supply such person or persons or subcontractors with provisions or supplies for the carrying on of such work.

(2) A policy of primary comprehensive general liability and automobile liability insurance with \$1,000,000 Combined Single Limits per occurrence and annual aggregate, providing the following coverages:

- Premises/Operations Liability (N & C);
- Owners and Contractors Protective Liability;
- Products and Completed Operations Liability;
- Blanket Contractual Liability;
- Broad Form Property Damage Liability;
- Personal Injury, including coverages A, B, and C;
- Stop Gap or Employers Contingent Liability;
- Explosion, collapse, underground damage (referred to as "X, C, U");
- Automobile Liability, including coverage for owned, non-owned, leased or hired vehicles.

and under which insurance The City of Seattle shall be named an additional insured in the same manner as that specified in Subsection 4.B(2) (a), hereof.

D. Evidence of Insurance: A copy of such policy(ies) and all endorsements thereto or other evidence to the reasonable satisfaction of the Director of Administrative Services that the Lessee has secured and is maintaining insurance as required by this section shall be delivered to the Property Management Section at the address specified in Part A, hereof, on or before the effective date of this Lease, and shall be delivered thereafter within five (5) City business days after the Lessee's receipt of

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a written request therefor, for review by the City Attorney and the City's Risk Manager, and filing with the City Clerk. In the event that the "ACORD" form of a Certificate of Insurance is submitted, it will be returned for correction if it does not comply with the following:

The wording at top of form: "This certificate is issued as a matter of information only and confers no rights upon the certificate holder." - Shall be deleted in its entirety.

The wording at bottom of form: "Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail thirty (30) days written notice to the below named certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the company." - Shall be changed to read - "Should any of the above described policies be cancelled, reduced as to coverage, or otherwise changed before the expiration date thereof, the issuing company will provide written notice of such action to the below named certificate holder/City of Seattle at least thirty (30) days prior to the effective date of such change or cancellation."

E. Assumption of Risk: The placement and storage of personal property on said Premises shall be the responsibility, and at the sole risk, of the Lessee.

F. Adjustments of Claims: The Lessee shall provide for the prompt and efficient handling of all claims for bodily injury, property damage or theft arising out of the activities of the Lessee under this Lease. The Lessee shall ensure that all such claims, whether processed by the Lessee or Lessee's insurer, either directly or by means of an agent, will be handled by a person with a permanent office in the Seattle area.

G. Termination upon Lessee's Failure to Comply with Requirements: Notwithstanding any provision herein to the contrary, the failure of the Lessee to comply with the provisions of this section shall subject this Lease to immediate termination without notice and without recourse by any person in order to protect the public interest.

5. USES AND CARE OF PREMISES

A. General Condition: The Premises shall at all times be kept in a neat, clean, safe and sanitary condition, and kept and used in accordance with the laws of the State of Washington and Charter and ordinances of The City of Seattle, and in accordance with all authorized rules and regulations of the Health Officer, Fire Marshal, Director of Construction and Land Use and other appropriate officers of The City of Seattle at the sole cost and expense of the Lessee. The Lessee shall not permit any waste, damage, or injury to the Premises; use or permit on said Premises anything that will increase the rate of fire insurance thereon; maintain anything on the Premises that may be dangerous to life or limb; overload the floors; permit any objectionable noise or odor to escape or to be emitted from said Premises; permit anything to come done upon said Premises that in any way will tend to create a nuisance or, in the event of multiple occupancy, to disturb any other tenants of the building; or to use or permit the use of said Premises for lodging or sleeping purposes.

B. Maintenance-Repairs: The Premises have been inspected by both parties and are accepted by Lessee in their existing condition as of the commencement date of this Lease, without reservation except for latent defects or faulty construction of the Premises not discoverable by inspection at the time of taking possession. All normal repairs to roof, walls and foundations, existing utility connections to and from the Premises and major electrical, plumbing, and heating systems necessary to maintain the Premises in a tenable condition shall be done by or under the direction of the City and at the City's expense, except repair work necessitated by an act or omission of the Lessee, or any of the Lessee's officers, employees, agents or invitees, which repairs shall be made at the sole expense of the Lessee. All other maintenance and repairs to the Premises shall be the responsibility and at the sole expense of the Lessee; Provided, that such maintenance and repairs shall be subject to the prior written approval of and shall be undertaken at the direction of the City.

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C. Alterations:

(1) The Lessee shall not make, or cause to be made, any alteration, addition or improvement in said Premises without first obtaining the written consent of the Director of Administrative Services for such work. All alterations, additions and improvements made shall be at the sole cost and expense of the Lessee, and shall become the property of the City, and unless otherwise agreed in writing by the Director of Administrative Services, shall remain in and be surrendered with the Premises as a part thereof at the expiration or termination of this Lease, without disturbance, molestation or injury.

(2) The City reserves an unqualified right to make alterations to the Premises or to the building in which the Premises are situated (a) where conditions deemed by the Director of Administrative Services to constitute an emergency exist, or (b) in order to correct Code-deficiencies. The City also reserves the right to make general alterations to the Premises or to the building in which the Premises are situated where such general alterations will not unreasonably interfere with the ordinary operation of the Premises by the Lessee.

D. Access: The City reserves for itself, its officers, employees, agents and contractors, free access to said Premises at all reasonable times for the purposes of inspecting, cleaning, or making repairs, additions or alterations to the Premises or any other property owned by or under the control of City, but this right shall not be construed as an agreement on the part of the City to make said inspections, clean or make repairs, additions or alterations. The Lessee shall have reasonable access to other property of the City where necessary to provide utility services to or make repairs, alterations, additions, or improvements to the Premises; all of the Lessee's work on such other City property shall be at the Lessee's sole expense.

E. Signs: The Lessee shall not display, inscribe, paint or affix to any part of the Premises any sign except such as shall have been approved in writing by the Director of Administrative Services prior to such placement. The City shall have the right to place and maintain "For Rent" signs in conspicuous places on said Premises and to show the Premises to prospective tenants during the thirty (30) days prior to the expiration of this lease.

F. Keys: Any change in locks must be requested, in writing, by the Lessee and approved by the Director of Administrative Services prior to installation. Said lock change shall be at the sole expense of the Lessee. If a lock change is approved, Lessee shall provide the Director of Administrative Services with one (1) key for each lock changed immediately after such change has been completed.

G. Equipment; Personal Property: Special purpose equipment and all major appliances such as dishwashers, stoves, refrigerators, washers, and dryers located on the Premises shall be maintained and repaired by the Lessee at no cost to the City.

6. DAMAGE OR DESTRUCTION

In the event the Premises are damaged by fire, earthquake, act of war, or other extraordinary casualty, to such an extent as to render the same untenable in whole or in substantial part thereof, or are destroyed, it shall be optional with the City to repair or rebuild the same; and within forty-eight (48) hours after the happening of any such event, the Lessee shall give the City or City's agent notice thereof. The City shall have not more than sixty (60) days after the date of such notification to notify the Lessee of the City's intentions to repair or rebuild said Premises, or any part so damaged. If the City elects to repair or rebuild said Premises, the City shall prosecute the work of such repairing or rebuilding without unreasonable delay, in accordance with the then existing City procedures, and during such period the rent for said Premises shall be abated in the same ratio that the portion of the Premises rendered for the time being unfit for occupancy bears to the whole of the Premises; upon the completion of said rebuilding, the Lessee shall immediately reoccupy the Premises and pay the rent as aforesaid. In the event the building in which the Premises are located shall be substantially destroyed or damaged even though the

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Premises shall not be damaged thereby, if in the opinion of the Director of Administrative Services it shall not be practical to repair or rebuild, then it shall be optional with the City to terminate this Lease by providing notice of termination to the Lessee within sixty (60) days after such damage or destruction has been determined to be irreparable. If the City fails to give the Lessee timely notice of the City's intentions, as provided in this section the Lessee shall have the right to declare this Lease terminated by providing notice to the City of such termination prior to the effective date thereof.

Notwithstanding any other provision herein, no party to this Lease shall be liable in damages to any other party for termination of this Lease in the manner described in this section, because of the damage or destruction of the Premises or the building in which the Premises form a part.

7. SUSPENSION OF LESSEE'S OPERATIONS AND OBLIGATIONS TO PAY RENT

In the event any City inspection, repair, alteration, addition, or improvement work necessitates the temporary suspension of the Lessee's business or operations in, on or from the Premises for a period of thirty (30) days or less, the City shall notify the Lessee of such necessity and the anticipated beginning and ending dates of such suspension. The rent due the City shall be prorated during each month in which the Lessee's business or operations are required by the City to be suspended pursuant to this section, and the obligation of the Lessee to pay such prorated rent shall be cancelled during the period that the Lessee's business or operations are suspended. Such cancellation of the obligation to pay rent shall constitute the totality of relief provided hereunder, and the Lessee waives all claims for damages and for any injury to and interference with its operations or business and losses occasioned by any such suspension.

8. COMPLIANCE WITH LAW

A. General Requirement: The Lessee, at its sole cost and expense, shall perform and comply with all applicable laws of the United States and the State of Washington; the Charter and ordinances of The City of Seattle; and rules, regulations, orders, and directives of their administrative agencies and the officers thereof.

B. Licenses and Similar Authorizations: The Lessee, at no expense to the City, shall secure and maintain in full force and effect during the term of this Agreement, all required licenses, permits, and similar legal authorizations, and comply with all requirements thereof.

C. Taxes: The Lessee shall pay, before delinquency, all taxes, levies, and assessments arising from its activities on or occupancy of the Premises, including, but not limited to taxes arising out of the activity or business conducted on the Premises such as the rental or sale of goods or services; taxes levied on its property, equipment, and improvements on the Premises; and taxes on the Lessee's interest in this Agreement and any leasehold interest deemed to have been created thereby under Ch. 82.29A RCW. In the event the State of Washington makes any demand upon the City for payment of leasehold excise taxes resulting from the Lessee's occupation of the Premises or withholds funds due to the City to enforce collection of leasehold excise taxes, the Lessee shall, at its sole expense, contest such action and indemnify the City for all sums expended by, or withheld by the State from, the City in connection with such taxation.

D. Nondiscrimination and Affirmative Action.

(1) The Lessee agrees to and shall comply with all Federal, State and local laws and ordinances prohibiting discrimination with regard to race, color, national origin, ancestry, creed, religion, political ideology, sex, sexual orientation, marital status, or the presence of any sensory, mental or physical handicap.

(2) In the event the Lessee has three (3) or more employees, the following provision shall be deemed a part of this lease:

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"During the performance of this Lease, the Lessee agrees as follows:

"The Lessee will not discriminate against any employee or applicant for employment because of creed, religion, race, color, sex, marital status, sexual orientation, political ideology, ancestry, national origin, or the presence of any sensory, mental, or physical handicap unless based upon a bona fide occupational qualification. The Lessee will take affirmative action to ensure that applicants are employed, and that employees are treated during the employment without regard to their creed, religion, race, color, sex, national origin or the presence of any sensory, mental or physical handicap. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Lessee agrees to post in conspicuous places available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this non-discrimination clause. The Lessee will take affirmative action to ensure that all of its employees, agents and subcontractors adhere to these provisions; Provided, nothing herein shall prevent an employer from giving preference in employment to members of his/her immediate family.

"The Lessee will, upon the request of the Director (as used herein, Director means the Director of the City's Human Rights Department, or his/her designee) furnish to the Director on such form as may be provided therefor, a report of the affirmative action taken by the Lessee in implementing the terms of this provision, and will permit access to the Lessee's records of employment, employment advertisements, application forms, other pertinent data and records requested by the Director for the purpose of investigation to determine compliance with this provision.

"If, upon investigation, the Director determines that there is a probable cause to believe that the Lessee has failed to comply with any of the terms of this provision, the Lessee shall be so notified in writing. The contracting authority shall give the Lessee an opportunity to be heard after ten (10) days' notice. If the contracting authority concurs in the findings of the Director, it may suspend or terminate this Lease and evict the Lessee in accordance with law.

"Failure to comply with any of the terms of this provision shall be a material breach of this Lease."

The foregoing provision will be inserted in all subleases entered into under this Lease.

(3) Women's and Minority Business Enterprise Utilization:

(a) Reference: The provisions of Seattle Ordinance 109113 (Women's and Minority Business Enterprise Utilization Ordinance), as amended, are hereby incorporated by reference and made a part hereof as if fully set forth herein.

(b) Compliance: During the term of this Agreement, the Lessee shall:

1. Continue to make every effort to utilize MBEs and

WBES;

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2. Require every subcontractor utilized by the Lessee for work in fulfillment of the Lessee's obligations under this Lease, to make every effort to utilize WBES and MBES; and

3. Maintain records reasonably necessary for monitoring compliance with the provisions of Ordinance 109113, as amended.

Any substitutions for or other failure to utilize the WBES or MBES projected for use in this Lease on the commitment forms must be approved in writing by the Seattle Human Rights Department and the Director of Administrative Services.

Inasmuch as the Seattle Human Rights Department is authorized and empowered by Ordinance 109113 to monitor compliance with the Lessee's Women's and Minority enterprise utilization commitment during the term of this Lease, the Lessee shall furnish to such department within a reasonable time after a request has been made for the same, whatever reports or other information is reasonably necessary to determine compliance.

The failure of the Lessee to comply with applicable provisions of the Women's and Minority Business Enterprise Ordinance (Seattle Municipal Code Ch. 20.46 - Ordinance 109113, as amended) shall be a material breach of contract.

9. RENT CALCULATION AND PAYMENT PROCEDURE

A. That portion of the annual rent to be paid in legal tender of the United States of America shall at least equal the sum of (a) two and one half percent (2½) of the cost of one position of "Real Property Agent" or its successor, as computed in Part B, Subsection 9.B, hereof, plus (b) two and one-half percent (2.5%) of the then-current fair market improvements value of the property of which the Premises form a part (as specified in Part A, hereof, and as adjusted in accordance with Part B, Subsection 9.C, hereof) all multiplied by a fraction in which the numerator equals the particular year of the Lease for which such computation is to be made and rent is to be paid and the denominator equals the total number of years in the Lease term (e.g., 2/5 for the second year of a five year term). In any year when the Lessee receives Community Development Block Grant (CDBG) funds for maintenance and/or repairs to the Premises, the then current fair market improvements value will be reduced by the amount of the CDBG, prior to the calculation of the major maintenance costs.

B. "Costs of a Real Property Agent's position": The cost of a Real Property Agent's position shall be computed by multiplying the sum of 1343 chargeable hours by the then-prevailing hourly rate for such position or its successor, as published in the Department of Administrative Services' annual Rate & Services Directory or its successor; Provided, that the City reserves the right to modify, annually or more frequently, such rate or the number of chargeable hours as deemed appropriate by the Director of Administrative Services; Provided, further, that under no circumstances shall the Lessee be charged a higher rate than that established for City departments that desire to obtain property management services from the Department of Administrative Services or its successor.

C. "Fair Market Improvements Value": For the first year of the Lease term, the fair market improvements value of the property of which the Premises forms a part shall be the most recent City-appraised value of such property. For the second and following years of the Lease term, such value shall be adjusted upwards by multiplying the preceding year's value by the sum of 100% and the percentage increase (if any) in construction costs associated with the type of building of which the Premises forms a part, as indicated by the BOECKH Index for the preceding year; Provided, that in the event the aforementioned index is discontinued, the parties hereto shall select another, similar index that reflects increases in building maintenance and construction costs.

D. "Time and Place of Payment": The annual minimum monetary rental calculated as described in Part A and Part B, Subsections 9B & C, hereof, shall be prorated and paid on a monthly basis, in advance, on or before the first day of every month, without separate invoice from the City. All such payments shall be delivered or mailed to the City Treasurer, c/o Property Management Section addressed as specified for notices, pursuant to Section 14, hereof. In-kind services in lieu of monetary rent shall be provided according to the schedule included in the annual supplements(s) comprising Part C, hereof.

E. Delinquent Rent: Monetary rent shall be delinquent if not paid on or by the date specified in Part B, Subsection 9D, hereof. Delinquent monetary rent shall bear interest at a rate of Fifteen Percent (15%) per annum from the date of delinquency until paid. Services to be provided in lieu of monetary rent shall be delinquent if not provided according to the schedule(s) included in the appropriate annual supplement comprising a portion in Part C, hereof.

10. TERMINATION

A. For Breach by Lessee: In the event that the Lessee defaults in the performance of any of the terms, provisions, covenants and conditions to be kept, observed and performed by the Lessee, and such default is not corrected within thirty (30) days after the receipt of notice thereof from the City, or such shorter period as may be reasonable under the circumstances; or if the Lessee shall abandon, desert, vacate or remove from the Premises; or if the Lessee shall file a petition in bankruptcy; or if the Lessee shall be adjudicated as bankrupt after the filing of an involuntary petition in bankruptcy; or if the Lessee shall take or receive the advantage or benefit of any insolvency; or if the Lessee shall enter into an agreement of composition with the Lessee's creditors; then, in such event, the City, at its option at any time thereafter, may terminate this Lease together with all of the estate, right, and title thereby granted to or vested in the Lessee, by giving notice of such election at least twenty (20) days prior to the effective date thereof, and as of such effective date, this Lease and all of the estate, right, title and interest thereby granted to or vested in the Lessee shall then cease and terminate, and the City may re-enter the Premises using such force as may be required. Notwithstanding such re-entry by the City and anything to the contrary in this Lease, the liability of the Lessee for the rent provided for herein for the balance of the term of this Lease shall not be extinguished. The Director of Administrative Services shall have the right to determine on the City's behalf the existence of any default in performance or other breach or violation of the terms and conditions hereof on the part of the Lessee.

B. For Breach by City: The City shall not be in breach of any obligation to perform under this Lease unless the City fails to perform such obligation within a reasonable time, which time shall not extend more than thirty (30) days after notice by the Lessee to the City specifying the particular obligation that the City has failed to perform; Provided, however, that if the nature of the City's obligation is such that more than thirty (30) days are reasonably required for performance, then the City shall not be in breach if the City commences performance within such thirty (30) day period and thereafter diligently prosecutes the same to completion.

C. Upon Notice by Lessee: This Lease may be terminated by the Lessee, without cause, by providing notice of such termination to the City not less than sixty (60) days prior to the effective date thereof.

11. SURRENDER OF PREMISES

Upon the expiration or termination of this Lease, including any extensions thereof, whichever is earlier, the Lessee shall quit and surrender said Premises and all keys thereto, without notice and in as good condition as received at commencement of the term, except for changes due to ordinary wear and tear, damage or destruction by fire or other casualty or circumstances uncontrollable by the Lessee, and alterations, additions, and improvements made with the consent of the Director of Administrative Services. On or before the termination or expiration date, whichever is earlier, the Lessee shall remove all furniture, equipment, supplies and other materials owned and controlled by Lessee.

12. WAIVER OF DEFAULT

The City does not waive full compliance with the terms and conditions of this Lease by acceptance of rent. No waiver of default by either party of any of the terms, covenants and conditions hereof shall be construed or operate as a waiver of any subsequent default of any of the terms, covenants and conditions hereon.

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13. AMENDMENTS

The parties hereto expressly reserve the right to amend this Lease, from time to time, as may be necessary; Provided, that no alteration or modification of the terms or conditions hereof shall be valid and binding unless made in writing and signed by an authorized representative of each of the parties hereto.

14. NOTICES

All notices to be given by either of the parties hereto to the other party, shall be in writing and may either be delivered personally or may be deposited in the United States Mail, postage prepaid, addressed as specified in Part A hereof, or to such other respective address as the receiving party shall have designated in writing. Notices sent by mail shall be deemed to have been given when properly mailed; the postmark affixed by the United States Post Office shall be conclusive evidence of the date of mailing.

15. NO RELATIONSHIP

In no event shall the City be construed or held to have become in any way or for any purpose a partner, associate, or joint venturer of the Lessee or any party associated with the Lessee in the conduct of the Lessee's business or otherwise. This Lease does not constitute the Lessee the agent or legal representative of the City for any purposes whatsoever.

16. DIRECTOR OF ADMINISTRATIVE SERVICES

The term "Director of Administrative Services" as used throughout this Agreement in regard to permission, warrant, consent, approval, rights, interpretation, and discretionary matters shall mean the Director of Administrative Services or his designee; Provided, that the action of the Director of Administrative Services pursuant to or in implementation of this Lease does not constitute any official action by any other City Department or official that may be required by law, ordinance, rule or regulation before the Lessee may rightfully commence, suspend, enlarge, or terminate any particular undertaking or may obtain or exercise any particular right or privilege under this Lease. Decisions to be made by the Director of Administrative Services shall be left to his/her reasonable discretion. Any approval, consent, or permission of the Director of Administrative Services required by this Lease shall not be unreasonably withheld.

17. ADJUDICATION

This Lease shall be construed under all of the applicable laws, statutes, ordinances, rules and regulations of the United States, the State of Washington and The City of Seattle. In the case of a dispute between the parties, jurisdiction over such dispute shall be with the Superior Court of King County, Washington.

18. BINDING EFFECT

This Lease shall be binding upon the heirs, successors, assigns and all other parties legally empowered with signatory rights of any or all of the parties hereto.

19. INVALIDITY OF PROVISIONS

Should any term, provision, condition or other portion of this Lease be held to be inoperative, invalid or void, the same shall not affect any other term, provision, condition or other portion of this Lease, and the remainder of this Lease shall be effective as if such term, provision, condition or portion had not been contained herein.

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**MUTUAL AND OFFSETTING LEASE AGREEMENT
PART C - - CONTRACT EXHIBIT
STATEMENT OF GOALS**

The goal of the Mutual and Offsetting Lease Agreement is to document that participants of the Greenwood Senior Center will provide sufficient hours of service to the center and, therefore, to the community to offset the monetary rental due and payable for each year of the Lease term.

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**CONTRACT EXHIBIT
PROGRAM PERFORMANCE STANDARDS**

In 1983, Greenwood Senior Center will provide a minimum of 4,300 hours of volunteer service to the seniors of the Greenwood community.

<u>Category of Service</u>	<u>Frequency</u>
Harmonica Class	1/wk
Pinochle Class	1/wk
Weaving Class	1/wk
Knitting/Crochet Class	1/wk
Quiltmaking Class	1/wk
Bowling Class	1/wk
Arts/Crafts Class	1/wk
Ceramics Class	1/wk
Bridge Class	1/wk
Exercise Class	1/wk
Bus Trips	1/mo
Nursing Services	5/wk
Legal Assistance	5/mo
Income Tax Assistance	1/wk
Boutique/Gift Shop	5/wk
Sunday Social	1/mo
History Classes	2/wk
Tri-Chem Class	1/wk
Uke Strummers Class	1/wk
Mixed Chorus	1/wk
French Class	1/wk
Painting Class	1/wk
Foot Care/Podiatrist	1/mo
Attorney	1/wk
Hearing Screening	1/mo
Current Events	1/wk
Postal Alert Program	
Holiday Dinners	
Visitation of Sick	

Per the accepted formula for market value of volunteer service (\$3.35 per hour), Volunteers will provide the equivalent of \$14,387.04 of service to the community in 1983.

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CONTRACT EXHIBIT

Budget

BASIS FOR COMPUTATION OF UNIT COST

Unit: A unit is equal to one hour of volunteer service provided by participants at the Greenwood Senior Center.

Each hour of service will be computed at the rate of \$3.35 per hour (minimum wage).

Unit: Volunteer service is defined as assistance in the following areas: socialization, recreation and education; health and nutrition; administration; and maintenance of the facility and grounds.

APPROVED QUARTERLY PROJECT SPENDING RATE

The approved quarterly services delivery rate shall be established at \$3,596.76, and may exceed that amount by a maximum of 10% in the first three quarters without prior approval of the City. The annual amount of the delivered services usable as offset to rent is \$14,387.04.

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MUTUAL AND OFFSETTING BENEFIT

LEASE AGREEMENT

PART A - SIGNATURE FORM

PARTIES

THIS LEASE AGREEMENT is entered into by and between THE CITY OF SEATTLE, a municipal corporation of the State of Washington, as Lessor, (hereinafter referred to as the "City") and Senior Services and Centers, Inc. a non-profit corporation organized under the laws of Washington and authorized to do business in the State of Washington, as Lessee (hereinafter referred to as "Lessee").

PREMISES

The City hereby leases to the Lessee and the Lessee hereby leases from the City all of the structure located on the following property:

Lots 1 through 4, inclusive, and Lots 11 through 14, inclusive, Block 21, Burke's Second Addition to the City of Seattle, as recorded in volume 1 of Plats, page 248, records of King County, Washington;

the street address for which is 500 30th Avenue South, (hereinafter referred to as the "Premises").

USE/PURPOSE

The Premises shall be used and occupied only for the following purpose(s):

Operating a Senior Citizen Center (also known as the Central Area Senior Center) as associated programs.

TERM

The term of this lease begins January 1, 1983 and expires December 31, 1986, unless terminated earlier pursuant to the terms and conditions hereof.

RENT

In consideration for this Lease, the Lessee shall pay to the City or provide for the City's benefit, for the use and occupancy of the Premises, the following monthly rent: Two Thousand Five Hundred Thirty and No/100 Dollars (\$2,530.00), of which a portion, as further described in Part B, Subsection 9.A, hereof, shall be in the form of legal tender of the United States of America or negotiable instruments payable in the same and acceptable to the Director of Administrative Services. Any non-monetary portion of the rent shall be in the form of in-kind services that shall be agreed upon prior to the providing of the same. The services to be provided as a portion of any month's rent shall be described in the annual supplement(s) comprising Part C, hereof.

The "fair market improvements value" of the property of which the Premises form a part is Three Hundred Three Thousand Six Hundred and No/100 Dollars (\$303,600.00), which figure shall be used in the computation of the minimum monetary portion of the rent payable during the first year of the term hereof, and following the annual adjustment provided for in Part B, Subsection 9.C, hereof, for the succeeding years of the term of this Lease.

Under no circumstances shall in-kind services in excess of the value the Lessee becomes obligated to provide in any particular year be usable as an offset to the minimum monetary rental due and payable for any year of the Lease term, or as an offset to any services to be provided by the Lessee in any succeeding year of the Lease term.

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INSURANCE

The Lessee shall secure and maintain insurance to protect the City from liability as more fully described in Part B, Subsection 4 of this Lease, which insurance shall provide the following minimum coverage:

- \$ 500,000.00 Bodily injury, per person.
- \$ 500,000.00 Bodily injury, per occurrence.
- \$1,000,000.00 Property damage, per occurrence.

UTILITIES

Notwithstanding the provisions in the first sentence of Part B. Section 3. Utilities, the City, at its sole expense, shall provide the following:

None

The City shall not be responsible for any costs incurred in modifying the systems therefor that are occasioned by the Lessee's requirements.

AGREEMENT CONTENTS

This lease consists of this Part A - Signature Form, plus Part B - General Terms and Conditions, Addendum I prohibiting discrimination, and the annual supplements hereto that comprise Part C - Description of M.O.B. Lessee's Services in Lieu of Cash Rental, all of which, by this reference, are incorporated herein. This Lease embodies the entire agreement of the parties hereto. There are no other understandings or agreements, written or oral, between the parties relating to the subject matter hereof.

EFFECTUATION OF AGREEMENT

In order to be effective, this Lease must be (1) signed by an authorized representative of the Lessee and returned to the City at the address set forth below, accompanied by any required evidence of insurance, and (2) signed by the Mayor pursuant to ordinance authority.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures below:

THE CITY OF SEATTLE
LESSOR

By *Owen R. Power*
Mayor

Senior Services and Centers, Inc.
LESSEE

By *Margaret Howenlock*
(Name)
President
Board of Trustees
(Title)

ATTEST:

By *Norward J. Brooks*
City Comptroller

By *Louella Ace*
(Name)
Vice-President
Board of Trustees
(Title)

City's address for all communications:

Property Management Section
Department of Administrative Services
Fifth Floor
400 Yesler Building
Seattle, WA 98104

(until otherwise notified)
L.M.2.1-2

Lessee's address for all communications:

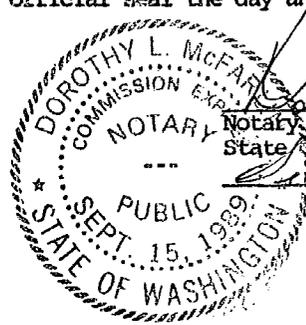
SENIOR SERVICES AND CENTERS
1601 Second Avenue
Seattle, WA 98101

(until otherwise notified)

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

THIS IS TO CERTIFY that on this 20th day of April, 1986, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared CHARLES ROYER and ~~THOMAS~~ ^{with wife, Brooks} to me personally known to be the Mayor and City Comptroller, respectively, of THE CITY OF SEATTLE, a municipal corporation, that executed the foregoing instrument and acknowledged to me that they signed and sealed the same as the free and voluntary act and deed of said municipal corporation and an oath stated that they were authorized to execute said instrument and that the seal affixed is the seal of said municipal corporation.

WHITNESS my hand and official seal the day and year in this certificate first above written.


Dorothy S. McFarland
Notary Public in and for the
State of Washington, residing at
Seattle

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this 5th day of October, 1983, before me personally appeared Margaret Newcombe and William Hall to me known to be President and Vice President of the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand the day and year first above written.

Dorothy S. McFarland
Notary Public in and for the
State of Washington, residing at
Seattle

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MUTUAL AND OFFSETTING BENEFIT

LEASE AGREEMENT

PART B - GENERAL TERMS AND CONDITIONS

1. LIMITATION ON USE/PURPOSE

Notwithstanding any other provision herein, the Lessee shall not enter into any sublease of the Premises or any portion thereof or any assignment of any interest in this Agreement, whether long or short term in nature, or engage in any activity with respect to or on the Premises other than that expressly authorized herein, without obtaining the prior explicit written authorization therefor from the City.

2. POSSESSION

In the event of the inability of the City to deliver possession of the Premises, or any portion thereof, at the time of the commencement of the term of this Lease, neither the City nor any of the City's officers, employees, or agents shall be liable for any damage caused thereby, nor shall this Lease thereby become void or voidable, nor shall the term herein specified be in any way extended, but in such event, the Lessee shall not be liable for any rent until such time as the City can deliver possession.

3. UTILITIES

The Lessee, at the Lessee's sole expense, shall provide or shall otherwise pay for, when due, all costs for providing all utilities and other services on or to the Premises including but not limited to elevator service, electricity, gas, water, telephone, sewer, garbage, heating, janitorial, security, and grounds keeping, and shall also pay all charges for utility installation and modifications thereto occasioned by the Lessee's requirements. The City shall not be liable for any injury, loss or damage caused by or resulting from any interruption or failure of said services due to any causes whatsoever except the City's negligence. The Lessee shall not be entitled to an offset, reduction, or return of rental as a result of any interruption or failure of said services.

4. LIABILITY

A. Indemnity: The Lessee shall indemnify and hold the City harmless from any and all losses, claims, actions, damages and expenses arising out of or resulting from any occurrence in or on the Premises. In the event that any suit based upon such losses, claims, actions, damages, or expenses is brought against the City, the Lessee, upon notice of the commencement thereof, shall defend the same at its sole cost and expense; and if final judgment be adverse to the City, or the City and the Lessee jointly, the Lessee shall promptly satisfy the same. The liability described in this subsection shall not be diminished by the fact, if it be a fact, that any such death, injury, damage, loss, cost or expense may have been contributed to, or may be alleged to have been contributed to, in part, by an act or omission of the City, its officers, employees or agents; Provided, that nothing contained in this subsection shall be construed as requiring the Lessee to indemnify the City against liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole act or omission of the City, its employees, officers, or agents.

B. Insurance: The Lessee shall secure and maintain during the full term of this Agreement, at no expense to the City, insurance by one or more companies authorized to do business in the State of Washington, as follows:

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(1) A policy of fire and extended coverage, vandalism, malicious mischief, and special extended coverage insurance providing coverage of not less than eighty percent (80%) of the full replacement value of the Premises, including improvements made thereto, and the contents, with no allowance for depreciation, under which policy the City shall be named as an additional insured, as follows:

"The City of Seattle is an additional insured for all coverages provided by this policy of insurance and shall be fully and completely protected by this policy for any claim, suit, damage or loss of any sort sustained by any person, organization, or corporation and arising out of a covered occurrence under this policy. The coverages provided by this policy to the City or any other named insured shall not be terminated, reduced or otherwise changed in any respect without providing written notice thereof to The City of Seattle, Department of Administrative Services, Property Management Section, 400 Yesler Building, Fifth Floor, Seattle, WA 98104, at least thirty (30) days prior to the effective date thereof."

All losses under the policy shall be adjusted jointly by the Lessee and the City. Any loss paid under such insurance to the Lessee shall be held by the Lessee in trust for application to the cost of rebuilding, repairing, replacing, or restoring the Premises; and the City shall be paid such portion of the insurance proceeds as is equal to the true value of the Premises including all improvements made thereto as of the expiration or termination date specified in Part A, hereof, whichever is earlier (excluding removable trade fixtures and personal property), assuming no damage or loss other than normal wear and tear had occurred. Such payment shall be made to the City within seven (7) days after receipt by the Lessee of the insurance proceeds.

(2) A primary policy of general comprehensive liability insurance, under which (a) the City shall be named as an additional insured in the following manner:

"The City of Seattle is an additional insured for all coverages provided by this policy of insurance and shall be fully and completely protected by this policy for any claim, suit, injury, death, damage or loss of any sort sustained by any person, organization or corporation in connection with activity upon or use or occupancy of the Premises, as well as any activity performed by the principal insured therein.

"The coverages provided by this policy to the City, or any other named insured, shall not be terminated, reduced or otherwise changed in any respect without providing written notice thereof to The City of Seattle, Department of Administrative Services, Property Management Section, 400 Yesler Building, Fifth Floor, Seattle, WA 98104; at least thirty (30) days prior to the effective date thereof."

(b) Liability limits shall be at least the amounts set forth in Part A of this Lease; Provided, that in the event the Director of Administrative Services deems such insurance to be inadequate to fully protect the Lessee and the City, the Lessee shall increase said liability limits to such amounts as the Director of Administrative Services shall deem reasonably adequate to provide said protection, which increase shall be completed within sixty (60) days after the date of notice that the Lessee's insurance is deemed to be inadequate.

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(c) Coverage shall include, but not be limited to, the following types (described in insurance industry terminology):

- (1) Premises Operations Liability;
- (2) Blanket Contractual Liability;
- (3) Broad Form Property Damage;
- (4) Independent Contractor;
- (5) Automobile Liability for owned, leased, hired or non-owned, if there will be any use of vehicles on the Premises by or on behalf of the Lessee;
- (6) Products and/or Completed Operations;
- (7) Personal Injury, Coverages A, B, and C (Exclusion "C" to be removed)..

C. Contractor's Insurance and Bond: The Lessee shall require each contractor used by the Lessee to perform any demolition or construction work in connection with any improvement, alteration, or addition to be made to the Premises, to secure and maintain, at no cost to the City, the following:

(1) A contract bond or performance bond payable to the Lessee and the City in the full and just sum of the total amount of the contract, conditioned that all the provisions of the contract shall be faithfully performed by the contractor, or the surety if so required, and indemnifying the Lessee and the City against any direct or indirect damages that shall be suffered or claimed for injuries to persons or property during the carrying out of the work of the contract, and conditioned as required by law for the payment of all laborers, mechanics, subcontractors and materialmen, and all persons who shall supply such person or persons or subcontractors with provisions or supplies for the carrying on of such work.

(2) A policy of primary comprehensive general liability and automobile liability insurance with \$1,000,000 Combined Single Limits per occurrence and annual aggregate, providing the following coverages:

- Premises/Operations Liability (N & C);
- Owners and Contractors Protective Liability;
- Products and Completed Operations Liability;
- Blanket Contractual Liability;
- Broad Form Property Damage Liability;
- Personal Injury, including coverages A, B, and C;
- Stop Gap or Employers Contingent Liability;
- Explosion, collapse, underground damage (referred to as "X, C, U");
- Automobile Liability, including coverage for owned, non-owned, leased or hired vehicles.

and under which insurance The City of Seattle shall be named an additional insured in the same manner as that specified in Subsection 4.B(2) (a), hereof.

D. Evidence of Insurance: A copy of such policy(ies) and all endorsements thereto or other evidence to the reasonable satisfaction of the Director of Administrative Services that the Lessee has secured and is maintaining insurance as required by this section shall be delivered to the Property Management Section at the address specified in Part A, hereof, on or before the effective date of this Lease, and shall be delivered thereafter within five (5) City business days after the Lessee's receipt of

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a written request therefor, for review by the City Attorney and the City's Risk Manager, and filing with the City Clerk. In the event that the "ACORD" form of a Certificate of Insurance is submitted, it will be returned for correction if it does not comply with the following:

The wording at top of form: "This certificate is issued as a matter of information only and confers no rights upon the certificate holder." - Shall be deleted in its entirety.

The wording at bottom of form: "Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail thirty (30) days written notice to the below named certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the company." - Shall be changed to read - "Should any of the above described policies be cancelled, reduced as to coverage, or otherwise changed before the expiration date thereof, the issuing company will provide written notice of such action to the below named certificate holder/City of Seattle at least thirty (30) days prior to the effective date of such change or cancellation."

E. Assumption of Risk: The placement and storage of personal property on said Premises shall be the responsibility, and at the sole risk, of the Lessee.

F. Adjustments of Claims: The Lessee shall provide for the prompt and efficient handling of all claims for bodily injury, property damage or theft arising out of the activities of the Lessee under this Lease. The Lessee shall ensure that all such claims, whether processed by the Lessee or Lessee's insurer, either directly or by means of an agent, will be handled by a person with a permanent office in the Seattle area.

G. Termination upon Lessee's Failure to Comply with Requirements: Notwithstanding any provision herein to the contrary, the failure of the Lessee to comply with the provisions of this section shall subject this Lease to immediate termination without notice and without recourse by any person in order to protect the public interest.

5. USES AND CARE OF PREMISES

A. General Condition: The Premises shall at all times be kept in a neat, clean, safe and sanitary condition, and kept and used in accordance with the laws of the State of Washington and Charter and ordinances of The City of Seattle, and in accordance with all authorized rules and regulations of the Health Officer, Fire Marshal, Director of Construction and Land Use and other appropriate officers of The City of Seattle at the sole cost and expense of the Lessee. The Lessee shall not permit any waste, damage, or injury to the Premises; use or permit on said Premises anything that will increase the rate of fire insurance thereon; maintain anything on the Premises that may be dangerous to life or limb; overload the floors; permit any objectionable noise or odor to escape or to be emitted from said Premises; permit anything to come done upon said Premises that in any way will tend to create a nuisance or, in the event of multiple occupancy, to disturb any other tenants of the building; or to use or permit the use of said Premises for lodging or sleeping purposes.

B. Maintenance-Repairs: The Premises have been inspected by both parties and are accepted by Lessee in their existing condition as of the commencement date of this Lease, without reservation except for latent defects or faulty construction of the Premises not discoverable by inspection at the time of taking possession. All normal repairs to roof, walls and foundations, existing utility connections to and from the Premises and major electrical, plumbing, and heating systems necessary to maintain the Premises in a tenable condition shall be done by or under the direction of the City and at the City's expense, except repair work necessitated by an act or omission of the Lessee, or any of the Lessee's officers, employees, agents or invitees, which repairs shall be made at the sole expense of the Lessee. All other maintenance and repairs to the Premises shall be the responsibility and at the sole expense of the Lessee; Provided, that such maintenance and repairs shall be subject to the prior written approval of and shall be undertaken at the direction of the City.

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C. Alterations:

(1) The Lessee shall not make, or cause to be made, any alteration, addition or improvement in said Premises without first obtaining the written consent of the Director of Administrative Services for such work. All alterations, additions and improvements made shall be at the sole cost and expense of the Lessee, and shall become the property of the City, and unless otherwise agreed in writing by the Director of Administrative Services, shall remain in and be surrendered with the Premises as a part thereof at the expiration or termination of this Lease, without disturbance, molestation or injury.

(2) The City reserves an unqualified right to make alterations to the Premises or to the building in which the Premises are situated (a) where conditions deemed by the Director of Administrative Services to constitute an emergency exist, or (b) in order to correct Code-deficiencies. The City also reserves the right to make general alterations to the Premises or to the building in which the Premises are situated where such general alterations will not unreasonably interfere with the ordinary operation of the Premises by the Lessee.

D. Access: The City reserves for itself, its officers, employees, agents and contractors, free access to said Premises at all reasonable times for the purposes of inspecting, cleaning, or making repairs, additions or alterations to the Premises or any other property owned by or under the control of City, but this right shall not be construed as an agreement on the part of the City to make said inspections, clean or make repairs, additions or alterations. The Lessee shall have reasonable access to other property of the City where necessary to provide utility services to or make repairs, alterations, additions, or improvements to the Premises; all of the Lessee's work on such other City property shall be at the Lessee's sole expense.

E. Signs: The Lessee shall not display, inscribe, paint or affix to any part of the Premises any sign except such as shall have been approved in writing by the Director of Administrative Services prior to such placement. The City shall have the right to place and maintain "For Rent" signs in conspicuous places on said Premises and to show the Premises to prospective tenants during the thirty (30) days prior to the expiration of this lease.

F. Key: Any change in locks must be requested, in writing, by the Lessee and approved by the Director of Administrative Services prior to installation. Said lock change shall be at the sole expense of the Lessee. If a lock change is approved, Lessee shall provide the Director of Administrative Services with one (1) key for each lock changed immediately after such change has been completed.

G. Equipment; Personal Property: Special purpose equipment and all major appliances such as dishwashers, stoves, refrigerators, washers, and dryers located on the Premises shall be maintained and repaired by the Lessee at no cost to the City.

6. DAMAGE OR DESTRUCTION

In the event the Premises are damaged by fire, earthquake, act of war, or other extraordinary casualty, to such an extent as to render the same untenable in whole or in substantial part thereof, or are destroyed, it shall be optional with the City to repair or rebuild the same; and within forty-eight (48) hours after the happening of any such event, the Lessee shall give the City or City's agent notice thereof. The City shall have not more than sixty (60) days after the date of such notification to notify the Lessee of the City's intentions to repair or rebuild said Premises, or any part so damaged. If the City elects to repair or rebuild said Premises, the City shall prosecute the work of such repairing or rebuilding without unreasonable delay, in accordance with the then existing City procedures, and during such period the rent for said Premises shall be abated in the same ratio that the portion of the Premises rendered for the time being unfit for occupancy bears to the whole of the Premises; upon the completion of said rebuilding, the Lessee shall immediately reoccupy the Premises and pay the rent as aforesaid. In the event the building in which the Premises are located shall be substantially destroyed or damaged even though the

Premises shall not be damaged thereby, if in the opinion of the Director of Administrative Services it shall not be practical to repair or rebuild, then it shall be optional with the City to terminate this Lease by providing notice of termination to the Lessee within sixty (60) days after such damage or destruction has been determined to be irreparable. If the City fails to give the Lessee timely notice of the City's intentions, as provided in this section the Lessee shall have the right to declare this Lease terminated by providing notice to the City of such termination prior to the effective date thereof.

Notwithstanding any other provision herein, no party to this Lease shall be liable in damages to any other party for termination of this Lease in the manner described in this section, because of the damage or destruction of the Premises or the building in which the Premises form a part.

7. SUSPENSION OF LESSEE'S OPERATIONS AND OBLIGATIONS TO PAY RENT

In the event any City inspection, repair, alteration, addition, or improvement work necessitates the temporary suspension of the Lessee's business or operations in, on or from the Premises for a period of thirty (30) days or less, the City shall notify the Lessee of such necessity and the anticipated beginning and ending dates of such suspension. The rent due the City shall be prorated during each month in which the Lessee's business or operations are required by the City to be suspended pursuant to this section, and the obligation of the Lessee to pay such prorated rent shall be cancelled during the period that the Lessee's business or operations are suspended. Such cancellation of the obligation to pay rent shall constitute the totality of relief provided hereunder, and the Lessee waives all claims for damages and for any injury to and interference with its operations or business and losses occasioned by any such suspension.

8. COMPLIANCE WITH LAW

A. General Requirement: The Lessee, at its sole cost and expense, shall perform and comply with all applicable laws of the United States and the State of Washington; the Charter and ordinances of The City of Seattle; and rules, regulations, orders, and directives of their administrative agencies and the officers thereof.

B. Licenses and Similar Authorizations: The Lessee, at no expense to the City, shall secure and maintain in full force and effect during the term of this Agreement, all required licenses, permits, and similar legal authorizations, and comply with all requirements thereof.

C. Taxes: The Lessee shall pay, before delinquency, all taxes, levies, and assessments arising from its activities on or occupancy of the Premises, including, but not limited to taxes arising out of the activity or business conducted on the Premises such as the rental or sale of goods or services; taxes levied on its property, equipment, and improvements on the Premises; and taxes on the Lessee's interest in this Agreement and any leasehold interest deemed to have been created thereby under Ch. 82.29A RCW. In the event the State of Washington makes any demand upon the City for payment of leasehold excise taxes resulting from the Lessee's occupation of the Premises or withholds funds due to the City to enforce collection of leasehold excise taxes, the Lessee shall, at its sole expense, contest such action and indemnify the City for all sums expended by, or withheld by the State from, the City in connection with such taxation.

D. Nondiscrimination and Affirmative Action.

(1) The Lessee agrees to and shall comply with all Federal, State and local laws and ordinances prohibiting discrimination with regard to race, color, national origin, ancestry, creed, religion, political ideology, sex, sexual orientation, marital status, or the presence of any sensory, mental or physical handicap.

(2) In the event the Lessee has three (3) or more employees, the following provision shall be deemed a part of this lease:

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"During the performance of this Lease, the Lessee agrees as follows:

"The Lessee will not discriminate against any employee or applicant for employment because of creed, religion, race, color, sex, marital status, sexual orientation, political ideology, ancestry, national origin, or the presence of any sensory, mental, or physical handicap unless based upon a bona fide occupational qualification. The Lessee will take affirmative action to ensure that applicants are employed, and that employees are treated during the employment without regard to their creed, religion, race, color, sex, national origin or the presence of any sensory, mental or physical handicap. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Lessee agrees to post in conspicuous places available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this non-discrimination clause. The Lessee will take affirmative action to ensure that all of its employees, agents and subcontractors adhere to these provisions; Provided, nothing herein shall prevent an employer from giving preference in employment to members of his/her immediate family.

"The Lessee will, upon the request of the Director (as used herein, Director means the Director of the City's Human Rights Department, or his/her designee) furnish to the Director on such form as may be provided therefor, a report of the affirmative action taken by the Lessee in implementing the terms of this provision, and will permit access to the Lessee's records of employment, employment advertisements, application forms, other pertinent data and records requested by the Director for the purpose of investigation to determine compliance with this provision.

"If, upon investigation, the Director determines that there is a probable cause to believe that the Lessee has failed to comply with any of the terms of this provision, the Lessee shall be so notified in writing. The contracting authority shall give the Lessee an opportunity to be heard after ten (10) days' notice. If the contracting authority concurs in the findings of the Director, it may suspend or terminate this Lease and evict the Lessee in accordance with law.

"Failure to comply with any of the terms of this provision shall be a material breach of this Lease."

The foregoing provision will be inserted in all subleases entered into under this Lease.

(3) Women's and Minority Business Enterprise Utilization:

(a) Reference: The provisions of Seattle Ordinance 109113 (Women's and Minority Business Enterprise Utilization Ordinance), as amended, are hereby incorporated by reference and made a part hereof as if fully set forth herein.

(b) Compliance: During the term of this Agreement, the Lessee shall:

1. Continue to make every effort to utilize MBEs and WBES;

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2. Require every subcontractor utilized by the Lessee for work in fulfillment of the Lessee's obligations under this Lease, to make every effort to utilize WBEs and MBEs; and

3. Maintain records reasonably necessary for monitoring compliance with the provisions of Ordinance 109113, as amended.

Any substitutions for or other failure to utilize the WBEs or MBEs projected for use in this Lease on the commitment forms must be approved in writing by the Seattle Human Rights Department and the Director of Administrative Services.

Inasmuch as the Seattle Human Rights Department is authorized and empowered by Ordinance 109113 to monitor compliance with the Lessee's Women's and Minority enterprise utilization commitment during the term of this Lease, the Lessee shall furnish to such department within a reasonable time after a request has been made for the same, whatever reports or other information is reasonably necessary to determine compliance.

The failure of the Lessee to comply with applicable provisions of the Women's and Minority Business Enterprise Ordinance (Seattle Municipal Code Ch. 20.46 - Ordinance 109113, as amended) shall be a material breach of contract.

9. RENT CALCULATION AND PAYMENT PROCEDURE

A. That portion of the annual rent to be paid in legal tender of the United States of America shall at least equal the sum of (a) two and one half percent (2½) of the cost of one position of "Real Property Agent" or its successor, as computed in Part B, Subsection 9.B, hereof, plus (b) two and one-half percent (2.5%) of the then-current fair market improvements value of the property of which the Premises form a part (as specified in Part A, hereof, and as adjusted in accordance with Part B, Subsection 9.C, hereof) all multiplied by a fraction in which the numerator equals the particular year of the Lease for which such computation is to be made and rent is to be paid and the denominator equals the total number of years in the Lease term (e.g., 2/5 for the second year of a five year term). In any year when the Lessee receives Community Development Block Grant (CDBG) funds for maintenance and/or repairs to the Premises, the then current fair market improvements value will be reduced by the amount of the CDBG, prior to the calculation of the major maintenance costs.

B. "Costs of a Real Property Agent's position": The cost of a Real Property Agent's position shall be computed by multiplying the sum of 1343 chargeable hours by the then-prevailing hourly rate for such position or its successor, as published in the Department of Administrative Services' annual Rate & Services Directory or its successor; Provided, that the City reserves the right to modify, annually or more frequently, such rate or the number of chargeable hours as deemed appropriate by the Director of Administrative Services; Provided, further, that under no circumstances shall the Lessee be charged a higher rate than that established for City departments that desire to obtain property management services from the Department of Administrative Services or its successor.

C. "Fair Market Improvements Value": For the first year of the Lease term, the fair market improvements value of the property of which the Premises forms a part shall be the most recent City-appraised value of such property. For the second and following years of the Lease term, such value shall be adjusted upwards by multiplying the preceding year's value by the sum of 100% and the percentage increase (if any) in construction costs associated with the type of building of which the Premises forms a part, as indicated by the BOECKH Index for the preceding year; Provided, that in the event the aforementioned index is discontinued, the parties hereto shall select another, similar index that reflects increases in building maintenance and construction costs.

D. Time and Place of Payment: The annual minimum monetary rental calculated as described in Part A and Part B, Subsections 9B & C, hereof, shall be prorated and paid on a monthly basis, in advance, on or before the first day of every month, without separate invoice from the City. All such payments shall be delivered or mailed to the City Treasurer, c/o Property Management Section addressed as specified for notices, pursuant to Section 14, hereof. In-kind services in lieu of monetary rent shall be provided according to the schedule included in the annual supplements(s) comprising Part C, hereof.

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E. Delinquent Rent: Monetary rent shall be delinquent if not paid on or by the date specified in Part B, Subsection 9D, hereof. Delinquent monetary rent shall bear interest at a rate of Fifteen Percent (15%) per annum from the date of delinquency until paid. Services to be provided in lieu of monetary rent shall be delinquent if not provided according to the schedule(s) included in the appropriate annual supplement comprising a portion in Part C, hereof.

10. TERMINATION

A. For Breach by Lessee: In the event that the Lessee defaults in the performance of any of the terms, provisions, covenants and conditions to be kept, observed and performed by the Lessee, and such default is not corrected within thirty (30) days after the receipt of notice thereof from the City, or such shorter period as may be reasonable under the circumstances; or if the Lessee shall abandon, desert, vacate or remove from the Premises; or if the Lessee shall file a petition in bankruptcy; or if the Lessee shall be adjudicated as bankrupt after the filing of an involuntary petition in bankruptcy; or if the Lessee shall take or receive the advantage or benefit of any insolvency; or if the Lessee shall enter into an agreement of composition with the Lessee's creditors; then, in such event, the City, at its option at any time thereafter, may terminate this Lease together with all of the estate, right, and title thereby granted to or vested in the Lessee, by giving notice of such election at least twenty (20) days prior to the effective date thereof, and as of such effective date, this Lease and all of the estate, right, title and interest thereby granted to or vested in the Lessee shall then cease and terminate, and the City may re-enter the Premises using such force as may be required. Notwithstanding such re-entry by the City and anything to the contrary in this Lease, the liability of the Lessee for the rent provided for herein for the balance of the term of this Lease shall not be extinguished. The Director of Administrative Services shall have the right to determine on the City's behalf the existence of any default in performance or other breach or violation of the terms and conditions hereof on the part of the Lessee.

B. For Breach by City: The City shall not be in breach of any obligation to perform under this Lease unless the City fails to perform such obligation within a reasonable time, which time shall not extend more than thirty (30) days after notice by the Lessee to the City specifying the particular obligation that the City has failed to perform; Provided, however, that if the nature of the City's obligation is such that more than thirty (30) days are reasonably required for performance, then the City shall not be in breach if the City commences performance within such thirty (30) day period and thereafter diligently prosecutes the same to completion.

C. Upon Notice by Lessee: This Lease may be terminated by the Lessee, without cause, by providing notice of such termination to the City not less than sixty (60) days prior to the effective date thereof.

11. SURRENDER OF PREMISES

Upon the expiration or termination of this Lease, including any extensions thereof, whichever is earlier, the Lessee shall quit and surrender said Premises and all keys thereto, without notice and in as good condition as received at commencement of the term, except for changes due to ordinary wear and tear, damage or destruction by fire or other casualty or circumstances uncontrollable by the Lessee, and alterations, additions, and improvements made with the consent of the Director of Administrative Services. On or before the termination or expiration date, whichever is earlier, the Lessee shall remove all furniture, equipment, supplies and other materials owned and controlled by Lessee.

12. WAIVER OF DEFAULT

The City does not waive full compliance with the terms and conditions of this Lease by acceptance of rent. No waiver of default by either party of any of the terms, covenants and conditions hereof shall be construed or operate as a waiver of any subsequent default of any of the terms, covenants and conditions hereon.

13. AMENDMENTS

The parties hereto expressly reserve the right to amend this Lease, from time to time, as may be necessary; Provided, that no alteration or modification of the terms or conditions hereof shall be valid and binding unless made in writing and signed by an authorized representative of each of the parties hereto.

14. NOTICES

All notices to be given by either of the parties hereto to the other party, shall be in writing and may either be delivered personally or may be deposited in the United States Mail, postage prepaid, addressed as specified in Part A hereof, or to such other respective address as the receiving party shall have designated in writing. Notices sent by mail shall be deemed to have been given when properly mailed; the postmark affixed by the United States Post Office shall be conclusive evidence of the date of mailing.

15. NO RELATIONSHIP

In no event shall the City be construed or held to have become in any way or for any purpose a partner, associate, or joint venturer of the Lessee or any party associated with the Lessee in the conduct of the Lessee's business or otherwise. This Lease does not constitute the Lessee the agent or legal representative of the City for any purposes whatsoever.

16. DIRECTOR OF ADMINISTRATIVE SERVICES

The term "Director of Administrative Services" as used throughout this Agreement in regard to permission, warrant, consent, approval, rights, interpretation, and discretionary matters shall mean the Director of Administrative Services or his designee; Provided, that the action of the Director of Administrative Services pursuant to or in implementation of this Lease does not constitute any official action by any other City Department or official that may be required by law, ordinance, rule or regulation before the Lessee may rightfully commence, suspend, enlarge, or terminate any particular undertaking or may obtain or exercise any particular right or privilege under this Lease. Decisions to be made by the Director of Administrative Services shall be left to his/her reasonable discretion. Any approval, consent, or permission of the Director of Administrative Services required by this Lease shall not be unreasonably withheld.

17. ADJUDICATION

This Lease shall be construed under all of the applicable laws, statutes, ordinances, rules and regulations of the United States, the State of Washington and The City of Seattle. In the case of a dispute between the parties, jurisdiction over such dispute shall be with the Superior Court of King County, Washington.

18. BINDING EFFECT

This Lease shall be binding upon the heirs, successors, assigns and all other parties legally empowered with signatory rights of any or all of the parties hereto.

19. INVALIDITY OF PROVISIONS

Should any term, provision, condition or other portion of this Lease be held to be inoperative, invalid or void, the same shall not affect any other term, provision, condition or other portion of this Lease, and the remainder of this Lease shall be effective as if such term, provision, condition or portion had not been contained herein.

MOB.B.1

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Eff. Date 11/21/80

**MUTUAL AND OFFSETTING LEASE AGREEMENT
PART C - - CONTRACT EXHIBIT
STATEMENT OF GOALS**

The goal of the Mutual and Offsetting Lease Agreement is to document that members of the Central Area Senior Center will provide sufficient hours of service to the center and, therefore, to the community to offset the monetary rental due and payable for each year of the Lease term.

**CONTRACT EXHIBIT
PROGRAM PERFORMANCE STANDARDS**

Based on the amount of Volunteer services provided thus far in 1983, it is projected that the Central Area Senior Center will provide a minimum of 8,000 hours of services to the Seniors of Central and Southeast Seattle.

<u>Category</u>	<u>Frequency</u>
Bridge Class	3 times weekly
Macrame Class	1/wk
Nutrition (Meals and Education)	5/wk
Food Cooperative	3/wk
Lapidary Class	3/wk
Gift Shop	5/wk
Bazaar (Annual Fundraising Event)	Variable (including year-long preparation and event)
Thrift Shop	1/wk
Newsletter	1/mo
Aerobics	2/wk
Sewing Room	5/wk
Nursing Service (Blood Pressure)	2/wk
Painting Class	1/wk
Bowling	1/wk
Quilting	Occasional
Bible Group	1/wk
Receptionists	5/wk
Guitar Class	1/wk
Transportation	Occasional
Entertainment	Occasional
Dramatics	1/wk
Dancing	1/wk
Photography	1/wk
Oral History	2/wk
Choral	1/wk
Visitation (Sick)	Occasional
Clerical	Occasional
Table Pool	5/wk
Grounds Maintenance	Occasional
Thanksgiving Dinner (including Food Preparation, Serving, Transportation)	1/yr
Foster Grandparent	2/wk
Special Events (Pancake Breakfasts, Plant Sale, Luncheons, Dinner Theatre, Senior Week, Rock-A-Thon, Hydro Races)	Occasional

Per the accepted formula for market value of Volunteer service (\$3.35 per hour), Volunteers will provide at least \$26,762.04 of services to the Seniors of these communities.

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CONTRACT EXHIBIT

Budget

BASIS FOR COMPUTATION OF UNIT COST

Unit: A unit is equal to one hour of volunteer service provided by participants at the Central Area Senior Center.
Each hour of service will be computed at the rate of \$3.35 per hour (minimum wage).

Unit: Volunteer service is defined as assistance in the following areas: socialization, recreation, and education; health and nutritional administration; and maintenance of the facility and grounds.

APPROVED QUARTERLY PROJECT SPENDING RATE

The approved quarterly services delivery rate shall be established at \$6,690.51, and may exceed that amount by a maximum of 10% in the first three quarters without prior approval of the City. The annual amount of the delivered services usable as offset to rent is \$26,762.04.

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REC'D OMB DEC 22 1983

025291

**Your
Seattle**
Department of Administrative Services



Frank Doolittle, Director
Charles Royer, Mayor

December 14, 1983

City Council
City of Seattle

VIA: Mayor Royer

ATTENTION: Gary Zarker, Budget Director

Honorable Members:

SUBJECT: Legislative Request - Mutual and Offsetting Benefit Lease
Agreements - Greenwood and Central Area Senior Centers

The Department of Administrative Services (DAS), as lead agency in negotiating and administering Mutual and Offsetting Benefit (MOB) lease agreements, hereby requests enactment of the necessary legislation to authorize the Mayor to execute two MOB leases with Senior Services and Centers.

Senior Services and Centers is the administrative agency which operates the Central Area and Greenwood Senior Centers. They are a nonprofit corporation which provides social, recreation, educational, health and nutritional programs for senior citizens at these two facilities. They have occupied the facilities under various MOB leases since 1978. These lease agreements will establish their occupancy under the new MOB rules in effect this year. In 1983 they will be required to pay \$182.25 in cash each month for the Greenwood Senior Center and \$299.83 per month for the Central Area Senior Center. These amounts are equal to 40 percent of the City's administrative and maintenance costs for these facilities.

There are two basic premises in the establishment of MOB leases. First, that the City will be better able to provide useful and appropriate community services through the purchase of services from MOB agencies and, second, the agencies will be better able to provide the services because a substantial part of the fair market rent for which they are responsible is offset by the value of those services. The services provided by the senior centers to offset the fair market rent in 1983 will amount to \$2,230.17 per month for the Central Area Senior Center and \$1,198.92 per month for the Greenwood Senior Center.

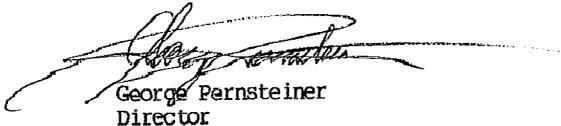
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City Council
Legislative Request - MOB Lease Agreements for
Greenwood and Central Area Senior Centers
December 14, 1983
Page 2

It is this department's recommendation that the attached legislation is in acceptable form and we respectfully request that it be approved providing the authorization for the execution of two MOB lease agreements with Senior Services and Centers.

If you have any questions regarding this matter, please contact Warren Eckstrom of our Property Management Section at 5164.

Sincerely,



George Pernsteiner
Director

GP:we:bcm

Attachments

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THE CITY OF SEATTLE

LAW DEPARTMENT

MUNICIPAL BUILDING . SEATTLE, WASHINGTON 98104

AREA CODE 206 TELEPHONE 625-2402

DOUGLAS N. JEWETT, CITY ATTORNEY

December 13, 1985

Honorable Members
City Council
The City of Seattle

Re: "Mutual and Offsetting Benefit" Lease Agreements

Dear Councilmembers:

In late 1983, this office received four proposed ordinances requesting authorization to execute "Mutual and Offsetting Benefit" lease agreements with Senior Services and Centers, Inc. (for the Central Area and Greenwood Senior Centers), Country Doctor Clinic, First AME Child Development Center, and Central Area Citizens Committee, Inc. (for C.A.M.P.). In the course of our review of the above-mentioned lease agreements, we discovered inadequate descriptions of the in-kind services to be provided to the City by the various lessees and other problems associated with such documents.

To resolve those problems, the staff of the Department of Human Resources and the Department of Administrative Services were contacted. Through the efforts of D.H.R., D.A.S., and Law Department staff work the past several years, these problems have been resolved in negotiations with the various lessees. Our concerns regarding the ability of these subject leases to withstand review by the State Auditor have now been satisfied and we are assured by Department of Human Resources staff that documentation of the provided in-kind services is available.

We transmit herewith to you the following leases together with proposed legislation authorizing their execution on behalf of the City:

- * with Senior Services and Centers, Inc. for 500-30th Ave. So. (Central Area Senior Center) and 525 No. 85th St. (Greenwood Senior Center)
- * with Country Doctor Clinic for a portion of the building at 402-15th Ave. E.

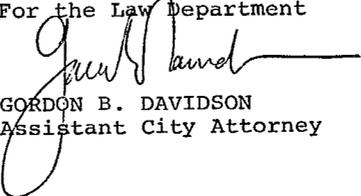
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Honorable Members
City Council
Page 2
December 13, 1985

- * with the First AME Child Development Center
for a portion of the building at 172-20th Ave.
- * with Central Area Citizens Committee, Inc.
for 722-18th Ave.

Sincerely yours,

For the Law Department



GORDON B. DAVIDSON
Assistant City Attorney

GBD:bb

encs.

cc: Robert Liston, HRD
Warren Ekstrom, DAS
Mary Wing, DAS

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City of Seattle

Executive Department-Office of Management and Budget
Gary Zarker, Director
Charles Royer, Mayor



December 27, 1983

COPY OF WORKING RESOLUTION

DEC 23 1983

5834

Honorable Douglas Jewett
City Attorney
City of Seattle

Handwritten signature: Jewett

Douglas N. Jewett
CITY ATTORNEY

Handwritten initials: DJB

Dear Mr. Jewett:

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

REQUESTING DEPARTMENT: Administrative Services
SUBJECT: M.O.B. leases with the Greenwood and Central Area Senior Centers

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

After reviewing this request and drafting appropriate legislation:

- (X) File the legislation with the City Clerk for formal introduction to the City Council as an Executive Request.
- () Do not file with City Council but return the proposed legislation to OMB for our review. Return to _____.

Sincerely,
Charles Royer
Mayor

By

Handwritten signature: Gary Zarker for
GARY ZARKER
Budget Director

GZ/KC/na

Enclosure

cc: George Pernsteiner, Director, DAS

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City of Seattle

ORDINANCE 112740

AN ORDINANCE relating to the Department of Administrative Services; authorizing the establishment of Mutual and Offsetting Benefit (MOB) lease agreements with Senior Services and Centers.

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. The Mayor is authorized to execute and the City Comptroller to attest for and on behalf of the City of Seattle, two Mutual and Offsetting Benefit (MOB) lease agreements, substantially in the form of Exhibits "A" and "B", attached hereto and identified as "Lease Agreement", with Senior Services and Centers for lease of the buildings commonly known as the Central Area Senior Center, 500 30th Avenue South, and the Greenwood Senior Center, 525 North 85th Street, to operate programs for senior citizens.

Section 2. The consideration for the leases will be fair market rental value as determined by a current real property appraisal. However, as MOB tenants, Senior Services and Centers will pay only a portion of the fair market rent in the form of cash, while the remainder will be paid for by providing a predetermined amount of services to the public for the City.

Section 3. Any act consistent with the authority and prior to the effective date of this ordinance is hereby ratified and confirmed.

Section 4. This ordinance shall take effect and be in force thirty days from and after its passage and approval, if approved by the Mayor; otherwise it shall take effect at the time it shall become a law under the provisions of the city charter.

Passed by the City Council the 10th day of March, 1986, and signed by me in open session in authentication of its passage this March, 1986.

Approved by me this 20th day of March, 1986.
Charles Rosen Mayor

Filed by me this 20th day of March, 1986.

Attest: Norward J. Brooks
City Comptroller and City Clerk

(SEAL)

By: J. F. ... Deputy Clerk

Publication ordered by NORWARD J. BROOKS, Comptroller and City Clerk.

Date of official publication in Daily Journal of Commerce, Seattle, March 25, 1986. (C-153-X)

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C-153-X

Affidavit of Publication

STATE OF WASHINGTON KING COUNTY—SS.

The undersigned, on oath states that he is an authorized representative of The Daily Journal of Commerce, a daily newspaper, which newspaper is a legal newspaper of general circulation and it is now and has been for more than six months prior to the date of publication hereinafter referred to, published in the English language continuously as a daily newspaper in Seattle, King County, Washington, and it is now and during all of said time was printed in an office maintained at the aforesaid place of publication of this newspaper. The Daily Journal of Commerce was on the 12th day of June, 1941, approved as a legal newspaper by the Superior Court of King County.

The notice in the exact form annexed, was published in regular issues of The Daily Journal of Commerce, which was regularly distributed to its subscribers during the below stated period. The annexed notice, a
Ordinance No. 112740

.....
was published on March 25, 1986
.....

.....
S. Blair
Subscribed and sworn to before me on
March 25, 1986

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

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getReal SUBJECT PARCEL DETAIL REPORT

1/31/2012

Data Source: RPAMIS database

Subject Parcel ID:	286	Parcel Type:	TRANSACTION-DEFINED PARCEL	Square Feet:	57,598		
OSTR:	NE 04 24 04	Address:	500 30TH AV S	City:	SEATTLE	County:	KING
Plat/Block/Lot:	BURKES 2ND ADD/21/1-4; 11-14						
Legal:	BURKES 2ND ADD BLK 21 LTS 1 TO 4 INCL & 11 TO 14 INCL						
Current Department:	SEATTLE FINANCE AND ADMINISTRATIVE SERVICES			Department Parcel ID:	A50353		
Current Status:	Municipal Use						

TAX PARCELS:

Parcel ID (PIN)	Data Source	Data Quality	Comment	Last Updated
1250201500	SEATTLE PUBLIC UTILITIES - GEOGRAPHIC INFO SYSTEMS	Verified	KCA111116	11/17/2011

PMAs:

PMA Name	PMA ID	Jurisdictional Department	PMA Current Status	Subject Parcel Link Active?
CENTRAL AREA SENIOR CENTER (CASC)	146	SEATTLE FINANCE AND ADMINISTRATIVE SERVICES	Fully Utilized Municipal Use	Yes

SUBJECT PARCEL STATUS HISTORY:

Date	Status	Department	Dept Parcel ID	Comment
7/26/2010	Municipal Use	SEATTLE FINANCE AND ADMINISTRATIVE SERVICES	A50353	PER ORD 123361
1/1/2001	Municipal Use	SEATTLE FLEETS & FACILITIES DEPARTMENT	A50353	Reorg Ord 120181
5/29/1975	Municipal Use	SEATTLE EXECUTIVE SERVICES DEPARTMENT: DAS	A50353	

TRANSACTIONS:

Transaction Type	Effective Date	Expiration Date	Recording Number	Grantor	Grantee	Property Right	RPAMIS TRNSCT N #
Acquisition/Annexation	5/29/1975		197510300042	SUNRISE HOUSE/NEWHAVEN	SEATTLE EXECUTIVE SERVICES DEPARTMENT: DAS	Fee simple/Fee title	804

FUNDS:

No fund information for this subject parcel's transaction(s)

DOCUMENTS:

RPAMIS TRNSCTN #	RPAMIS DCT #	Document Type	Publisher	Official # (e.g., ordinance #)	Date
804	562	ACCEPTANCE ORDINANCE	SEATTLE CITY COUNCIL	104597	6/9/1975
804	258	ACCEPTANCE ORDINANCE	SEATTLE CITY COUNCIL	105324	2/9/1976

VALUES:

Valuation Date	Land/Bldg/All	Value	Comment	Value Source	Value Method
7/7/2011	LAND	\$2,304,000	ASSESSOR VALUE	KING COUNTY ASSESSOR	Assessment
7/7/2011	BUILDING	\$847,800	ASSESSOR VALUE	KING COUNTY ASSESSOR	Assessment
7/7/2011	LAND & BUILDING	\$3,151,800	ASSESSOR VALUE	KING COUNTY ASSESSOR	Assessment
7/22/2010	BUILDING	\$780,100	ESTIMATE BASED ON ASSR VALUE	KING COUNTY ASSESSOR	Estimate
7/22/2010	LAND & BUILDING	\$3,084,099	ESTIMATE BASED ON ASSR VALUE	KING COUNTY ASSESSOR	Estimate
7/22/2010	LAND	\$2,303,999	ESTIMATE BASED ON ASSR VALUE	KING COUNTY ASSESSOR	Estimate
6/3/2010	LAND & BUILDING	\$3,125,699	ESTIMATE BASED ON ASSR VALUE	KING COUNTY ASSESSOR	Estimate
6/3/2010	BUILDING	\$821,700	ESTIMATE BASED ON ASSR VALUE	KING COUNTY ASSESSOR	Estimate
6/3/2010	LAND	\$2,303,999	ESTIMATE BASED ON ASSR VALUE	KING COUNTY ASSESSOR	Estimate
8/20/2009	LAND	\$2,304,000	ASSESSOR VALUE	KING COUNTY ASSESSOR	Assessment
8/20/2009	BUILDING	\$821,700	ASSESSOR VALUE	KING COUNTY ASSESSOR	Assessment
8/20/2009	LAND & BUILDING	\$3,125,700	ASSESSOR VALUE	KING COUNTY ASSESSOR	Assessment
10/1/1998	LAND	\$230,400		KING COUNTY ASSESSOR	Assessment
10/1/1998	LAND & BUILDING	\$558,500		KING COUNTY ASSESSOR	Assessment
10/1/1998	BUILDING	\$328,100		KING COUNTY ASSESSOR	Assessment
12/31/1976	LAND & BUILDING	\$78,580	READ DATE FOR YEAR ONLY	SEATTLE FIXED ASSET SYSTEM	Purchase or Sale Price