

EXHIBIT B

FORM OF INSTRUMENT TO AMEND AND RESTATE DEED RESTRICTIONS

AMENDED AND RESTATED COVENANTS (hereinafter, the “**Agreement**”)

PARTIES

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

BACKGROUND

- A. On May 28, 1987, pursuant to that certain special warranty deed recorded under King County recording number 198705281440 (hereinafter, the “**First Special Warranty Deed**”), the City conveyed to Capitol Hill Housing Improvement Program its right, title and interest (subject to a series of express covenants) in that certain real property legally described as follows:
- LOT 8 IN BLOCK 17 OF LAW’S ADDITION TO SEATTLE, AS PER PLAT RECORDED IN VOLUME 1 OF PLATS. PAGE 51, RECORDS OF KING COUNTY AUDITOR; SITUATE IN THE COUNTY OF KING, WASHINGTON (hereinafter, the “**Property**”).
- B. On June 2, 1987, pursuant to that certain special warranty deed recorded under King County recording number 198706020990 (hereinafter, the “**Second Special Warranty Deed**”) and apparently pursuant to the formation of FS7A and its initial funding, Capitol Hill Housing Improvement Program conveyed to FS7A its right, title and interest (again subject to certain express covenants, each as set forth in the Second Special Warranty Deed) in the Property.
- C. The intent of the express covenants as set forth in both the First Special Warranty Deed and Second Special Warranty Deed was to provide for the preservation of an historic building on the Property - Fire Station Seven, the construction of which dates back to 1920.
- D. Now, in order to address the concerns of its lender – a lender which is requiring the Property as collateral, FS7A wishes to have two of the express covenants extinguished. Such express covenants pertain to (a) prohibition of subsequent reconveyances, and (b) automatic reversion of

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

- E. As it appears that the extinguishment of the seven express covenants will not compromise the historic preservation of Fire Station Seven, the City does not object to their extinguishment so long as it receives adequate consideration. Consideration to the City for agreeing to the extinguishment of the seven express covenants will be in the form of a separate easement for public access, FS7A as grantor, City as grantee, to be recorded concurrently with these Agreement.
- F. To accomplish the extinguishment of the seven express covenants, and to extinguish an additional, eighth (now expired) covenant with the Second Special Warranty Deed, the parties are entering into this set of Amended and Restated Covenants (the “**Agreement**”).
- G. In paragraph 1 and 2 of this Agreement, where a textual passage in the applicable special warranty deed either deleted or amended, deleted language will be shown by a ~~strikeout~~, and new language will be shown by a double underline.

AGREEMENT

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

1. Amending and Restating the Express Covenants

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

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

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

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

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

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

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

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

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

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

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

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

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

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

When to Grantor:

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

When to Grantee:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

When to Grantee:

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

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

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

3. **General.**

- a. **Runs with the Property.** This Agreement will run with the Property. Every provision of this Agreement that applies to the City, FS7A or the Capitol Hill Housing Improvement Program will also apply to their respective agents, assigns and all other successors as their interests may appear.
- b. **Governing Law.** This Agreement will be construed and enforced in accordance with the laws of the State of Washington.
- c. **Further acts.** Each party will execute such further documents and take such further actions as may be reasonably requested by the other party to carry out the purposes of this Agreement.
- d. **Contra proferentem.** The parties agree that this Agreement is the product of negotiation, and expressly waive the rule of interpreting an instrument against its drafter.
- e. **Authority.** Each person signing this instrument represents that he/she has the requisite authority to bind the entity on whose behalf such person is signing.
- f. **Attorneys' Fees.** In the event of any dispute regarding the interpretation or enforcement of this Agreement, the prevailing party in such dispute will be entitled to recover its reasonable attorney's fees and costs.
- g. **Binding Effect.** The obligations and agreements of each party as set forth in this Agreement are deemed to attach to and run with the Property and are binding on each party and its respective successors and assigns.

CITY OF SEATTLE, a municipal corporation

FIRE STATION SEVEN ASSOCIATES, a
Washington nonprofit mutual corporation

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

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

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

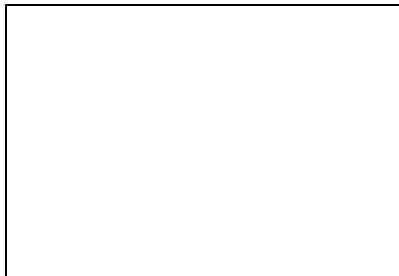
By: **EXHIBIT ONLY – DO NOT SIGN**
Printed Name: _____
Title: _____
Date: _____

[Notary blocks follow]

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this ____ day of _____, 2015 before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared _____ known to me to be the _____ of the **CITY OF SEATTLE**, a municipal corporation, the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument.

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

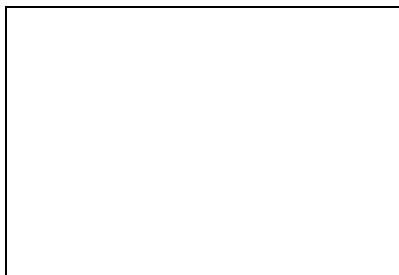


Notary Public
Print Name _____
My commission expires _____

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this ____ day of _____, 2015 before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared _____ known to me to be the _____ of **FIRE STATION SEVEN ASSOCIATES**, a Washington nonprofit mutual corporation, the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument.

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

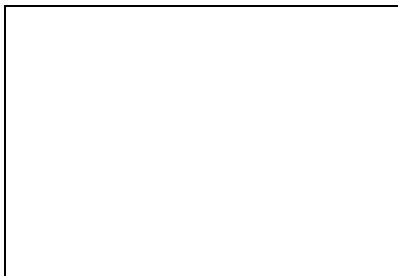


Notary Public
Print Name _____
My commission expires _____

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this ____ day of _____, 2015 before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared _____ known to me to be the _____ of **CAPITOL HILL HOUSING IMPROVEMENT PROGRAM**, a public corporation organized pursuant to Chapter 35.21 RCW and Seattle Municipal Corporation chapter 3.11 and the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument.

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



Notary Public
Print Name _____
My commission expires _____

AFTER RECORDING RETURN TO:

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

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

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