

RESOLUTION NO. 2168

A RESOLUTION of the Port Commission of the Port of Seattle authorizing the General Manager to offer to purchase from the United States of America, or any agency thereof, a tract of real property with improvements located within Unit No. 15-B of the Port of Seattle's Comprehensive Scheme of Harbor Improvements.

WHEREAS, the tract of land referred to more particularly hereinbelow is within the Port of Seattle's Unit No. 15-B of its Comprehensive Scheme of Harbor Improvements as established by its Resolution No. 2162; and

WHEREAS, the Port Commission has determined that this tract should be acquired and improved by the Port for use in the development of necessary harbor improvements and for waterborne commerce; and

WHEREAS, the Port is willing and desirous of purchasing said real property and improvements, herein sometimes called "the properties", for the price and upon the terms stated herein; now, therefore,

SECTION 1: The General Manager of the Port of Seattle Howard M. Burke, is hereby authorized on behalf of the Port of Seattle to make an offer to the United States of America, or any agency or instrumentality thereof, for the purchase of

a certain tract of land consisting of approximately 24.17 acres, together with permitted waterway areas, leased harbor areas and permitted street areas consisting of approximately 16 acres and together with existing structures and improvements thereon more particularly described as follows:

A portion of a parcel or tract bounded as follows: Beginning at the point of intersection of the northerly line of lot 14 in block 386, Seattle Tide Lands with the westerly margin of South Alaskan Way, in the City of Seattle; thence southerly along said westerly margin of South Alaskan Way to an intersection with the southerly margin of West Massachusetts Street; thence westerly along said southerly margin of West Massachusetts Street and the westerly extension thereof to intersect the southerly extension of the Outer Harbor Line of Elliott Bay in Puget Sound; thence northerly along said Outer Harbor Line and the southerly extension thereof to a point of intersection with the westerly extension of the northerly line of said lot 14; thence easterly along said northerly line and the prolongation thereof to the point of beginning.

including appurtenances, improvements, fixtures and equipment;

all as outlined in red on that certain map identified as Exhibit A, attached hereto and by this reference incorporated herein.

SECTION 2.

The price for the aforesaid properties shall be the sum of Four Million Dollars (\$4,000,000.00), which total price shall be payable in cash upon delivery to the Port of a good and sufficient deed to the said properties whereby the Port will acquire title to said properties in fee simple free of all liens, encumbrances or other title defects, with the exception of such defects as may be accepted by the General Manager of the Port because they would not unduly interfere

with the objects and purposes for which this land is being acquired by the Port and provided, further, that the Port shall be granted a reasonable opportunity to determine the condition of the title to said properties.

SECTION 3. Simultaneously with the closing of the purchase authorized herein, the outstanding leases between the Port of Seattle and the United States of America covering Port of Seattle properties as described in said leases, being Government Lease No. W-7034-9M-63 (Pier 38) and Government Lease No. W-45-108-ENG-2359 (Pier 39), shall be terminated and the improvements thereon shall be conveyed and transferred to the Port of Seattle.

SECTION 4. This offer to purchase is subject to the printed "Terms and Conditions Applicable to Negotiated Sale", a copy of which is attached hereto itemized as Exhibit B and by this reference incorporated herein, except that (a) there shall be added thereto additional paragraphs entitled "Continuing Offer" and "Rescission", as they appear on Exhibit C, a copy of which is attached hereto, and (b) paragraphs 7 and 8 of the printed "Terms and Conditions" shall be deemed modified to provide for closing of this purchase and delivery of possession to the Port within one hundred and eighty (180) days after the acceptance of this proposal, or before January 15, 1965, whichever date shall be the later. Except as otherwise herein

expressly provided, the "Terms and Conditions" in Exhibits B and C shall be applicable.

ADOPTED by the Port Commission of the Port of Seattle this 15<sup>th</sup> day of May, 1964, and duly authenticated in open session by the signatures of the Commissioners voting in favor thereof and the Seal of the Commission duly affixed.

(SEAL)

Robert W. Bergquist

Frank R. Mitchell

Miner H. Baker

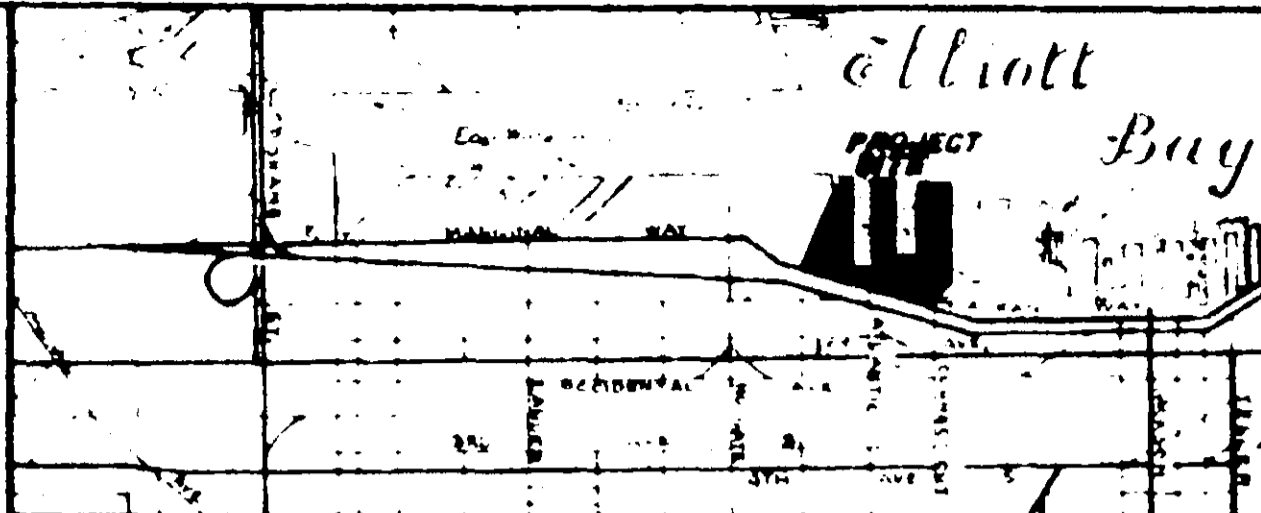
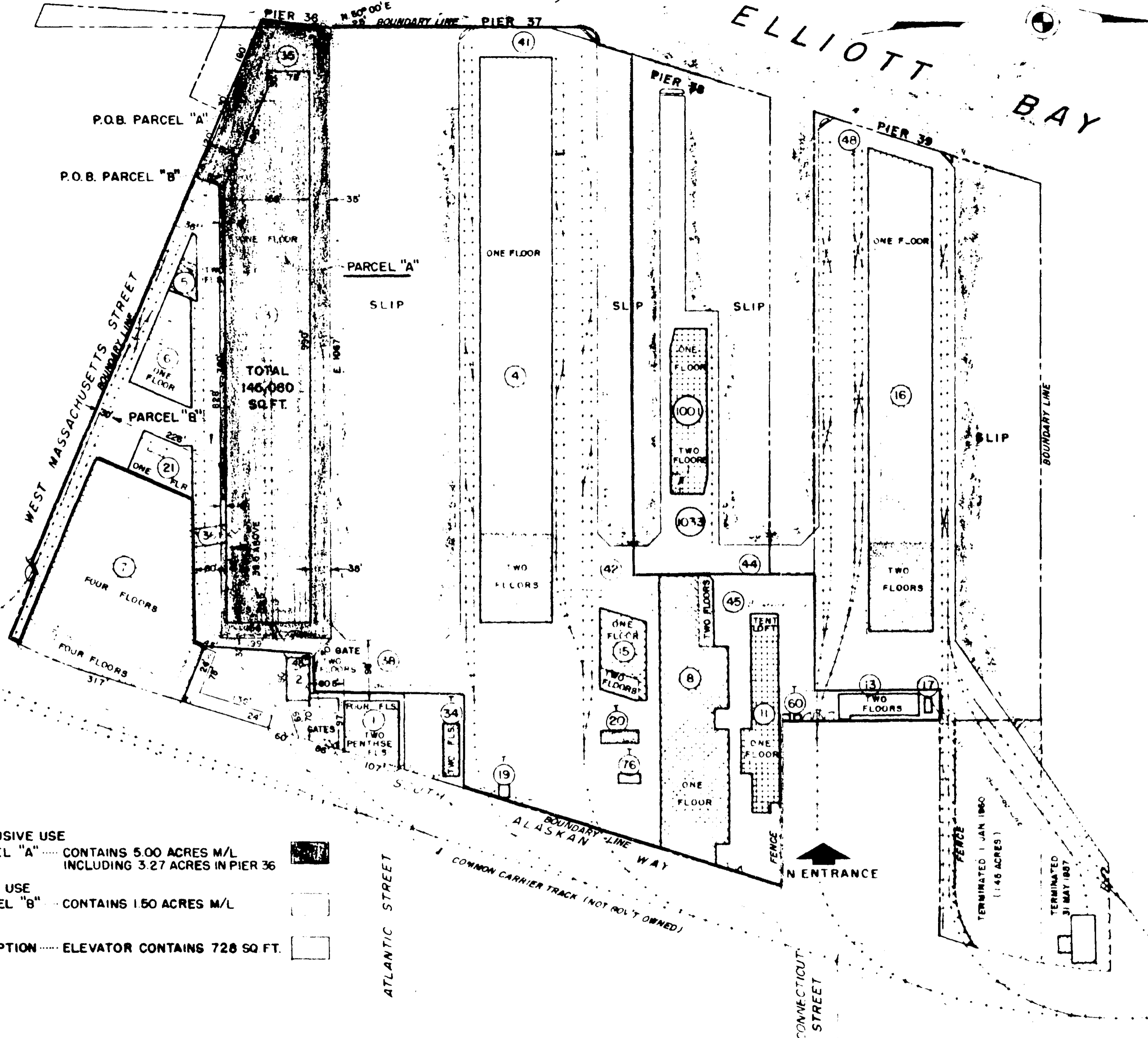
Mark D. Allum

John W. Sawyer

Port Commissioners

EAST WATERWAY

ELLIOTT BAY



BUILDING USE

BLDG NO.	USAGE	BLDG NO.	USAGE
1	HEADQUARTERS BUILDING	T 34	COMMUNICATIONS BUILDING
2	PORT DISPENSARY	35	WHARF - PIER 38
3	PIER 36 TRANSIT SHED AND OFFICES	36	OVERHEAD FREIGHT CROSSING
4	PIER 37 TRANSIT SHED AND OFFICES	37	OVERHEAD PEDESTRIAN CROSSING
5	OFFICE AND SHOP BUILDING	38	WHARF - BETWEEN PIERS 36 AND 37
6	MOTOR POOL	41	WHARF - PIER 37
7	WAREHOUSE AND OFFICES	42	WHARF - BETWEEN PIERS 37 AND 38
8	EQUIPMENT REPAIR SHOPS	44	WHARF - BETWEEN PIERS 36 AND 38
11	MARINE REPAIR SHOPS	45	WHARF - BUILDING 8
13	CAFETERIA	48	WHARF - PIER 39
15	OFFICES AND ENGINEER SHOPS	T 60	GATEHOUSE
18	PIER 39 TRANSIT SHED AND OFFICES	T 76	GAS PUMP SHELTER
17	BOILER HOUSE	1001	PIER 38 - OUTFITTING PIER
T 19	GATEHOUSE - PEDESTRIAN	1053	WHARF - PIER 38
T 20	OFFICE BUILDING		
T 21	COLD STORAGE PLANT		

LEGEND

- ADMINISTRATIVE OFFICE SPACE
- RECEIVING WAREHOUSE
- INTRANSIT STORAGE SHEDS
- MARINE REPAIR SHOPS
- SHOP BUILDINGS
- BOUNDARY LINE
- BULKHEAD LINE
- FENCE LINE
- GOV'T OWNED TRackage
- BUILDING NO.
- DISPOSALS

EXCLUSIVE USE  
 PARCEL "A" CONTAINS 5.00 ACRES M/L  
 INCLUDING 3.27 ACRES IN PIER 36

JOINT USE  
 PARCEL "B" CONTAINS 1.50 ACRES M/L

EXCEPTION ELEVATOR CONTAINS 728 SQ. FT.

LAND MANAGEMENT MAP  
 DISTRICT ENGINEER  
 U S ARMY ENGINEER DISTRICT, SEATTLE  
 NORTH PACIFIC DIVISION

**EXHIBIT - A** REAL ESTATE  
 LEASE  
 TO  
 PORT OF SEATTLE  
 SEATTLE ARMY TERMINAL  
 MILITARY RESERVATION  
 1519 S ALASKAN WAY  
 SEATTLE, WASHINGTON

SCALE 1 IN = 200 FT  
 0 100 200 400 600

DRAWING NO  
 SE-RE-165.4

EXHIBIT B

GENERAL SERVICES ADMINISTRATION



Utilization and Disposal Service

Region 10  
Auburn, Washington

TERMS AND CONDITIONS APPLICABLE TO NEGOTIATED SALE

1. These terms and conditions, the offer, and the acceptance thereof shall constitute an agreement for disposal between the offeror and the Government. Such agreement shall constitute the whole contract to be succeeded only by the formal instruments of transfer unless modified in writing and signed by both parties. No oral statements or representations made by, for, or ostensibly on behalf of either party shall be a part of such contract. Nor shall the contract, or any interest therein, be transferred or assigned by the offeror without consent of the Government, and any assignment transaction without such consent shall be void.

2. The descriptions of the property are believed to be correct, but any error or omission shall not constitute ground or reason for nonperformance of the contract of sale, or claim by purchaser for allowance, refund, or deduction from the purchase price. The property is offered for sale and will be sold "As Is" and "Where Is" without representation, warranty, or guaranty as to quantity, quality, character, condition, size, or kind, or that the same is in condition or fit to be used for the purpose for which intended, and no claim for any allowance or deduction upon such ground will be considered.

3. The right is reserved, as the interest of the Government may require, to reject any offer to purchase and to waive any technical defect or informality thereof.

4. In the event an offer is rejected, any deposit accompanying the offer will be returned without interest as promptly as possible after rejection.

5. The offeror agrees to assume possession of the property within 15 days of any written request given by the Government after acceptance of his offer. Should the offeror fail to take actual possession within such period, he shall nonetheless be charged with constructive possession commencing at 12:01 a. m., standard time, of the 16th day after such request by the Government. The word "possession" shall mean either actual physical possession or constructive possession. If such possession occurs prior to the date of conveyance, compensation shall be paid by the offeror to the Government for use and occupancy of the property, during the interval from the date of possession to the date of conveyance, in an amount equal to the interest for such interval of time on the unpaid balance of the purchase price at the rate prescribed for credit sales.

6. The offeror shall on a mutually agreeable date not later than 90 days after acceptance of the offer, or such longer period as may be agreed upon in writing, tender to the Government the balance of the purchase price (if a cash sale), or (if a credit sale) the offeror shall pay the balance of the down payment, and shall execute and deliver to the Government the instruments of security and furnish evidence of insurance coverage as provided in Conditions Applicable to Negotiated Credit Sales, Form R10-1093. Upon such tender being made by the offeror, the Government shall deliver to the offeror the instrument, or instruments, of conveyance. In any event, if possession was assumed by the offeror prior to the date of conveyance, the offeror shall pay, in addition to the purchase money due, an amount determined in accordance with 5 above.

7. In the event of revocation of the offer prior to acceptance, or in the event of revocation of the offer after notice of acceptance, or in the event of any default by the offeror in the performance of the contract of sale created by such acceptance, or in the event of failure by the offeror to consummate the transaction, the deposit, together with any payments subsequently made on account may be forfeited at the option of the Government, in which event the offeror shall be relieved from further liability, or without forfeiting the said deposit and payments, the Government may avail itself of any legal or equitable rights which it may have under these terms or contract of sale.

8. As of the date of assumption of possession of the property, or the date of conveyance, whichever occurs first, the offeror shall assume responsibility for all general and special real and personal property taxes which may have been or may be assessed on the property and to prorate sums paid, or due to be paid, by the Government in lieu of taxes.

9. As of the date of assumption of possession of the property, or the date of conveyance, whichever occurs first, the offeror shall assume responsibility for care and handling and all risks of loss or damage to the property and have all obligations and liabilities of ownership.

10. Notice by the Government of acceptance or rejection of the offer shall be deemed to have been sufficiently given when telegraphed or mailed to the offeror or his duly authorized representative at the address indicated in the offer.

11. If an offer to purchase is accepted conveyance of the Government's interest in the property will be accomplished by a quitclaim deed or deed without warranty and where appropriate a bill of sale in conformity with local law and practice.

12. Any title evidence which may be desired by the offeror will be procured by him at his sole cost and expense. The Government will, however, cooperate with the offeror or his authorized agent in this connection, and will permit examination and inspection of such deeds, abstracts, affidavits of title, judgments in condemnation proceedings, or other documents relating to the title of the premises and property involved, as it may have available. It is understood that the Government will not be obligated to pay for any expense incurred in connection with title matters or survey of the property.

13. The offeror shall pay all taxes imposed on this transaction and shall obtain at his own expense and affix to all instruments of conveyance and security documents such revenue and documentary stamps as may be required by Federal and local law. All instruments of conveyance and security documents shall be placed on record in the manner prescribed by local recording statutes at the offeror's expense.

14. Any offer to purchase shall be deemed to be a continuing offer from the date of receipt until accepted or rejected by the General Services Administration, provided, however, that after 120 days have elapsed from the date of receipt, the offeror not having received notice of rejection may consider his offer to purchase rejected, and if the General Services Administration desires to accept the offer after such 120-day period, the consent of the offeror there-to shall be obtained.

15. COVENANT AGAINST CONTINGENT FEES. The offeror warrants that he has not employed or retained any person or agency to solicit or secure this contract upon any agreement or understanding for a commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the Government the right to annul the contract without liability or in its discretion to recover from the offeror the amount of such commission, percentage, brokerage, or contingent fee in addition to the consideration herewith set forth. This warranty shall not apply to commissions payable by the offeror upon the contract secured or made through bona fide established commercial agencies, maintained by the offeror for the purpose of doing business. "Bona fide established commercial agencies" has been construed to include licensed real estate brokers engaged in the business generally.

16. OFFICIALS NOT TO BENEFIT. No member of or delegate to the Congress, or resident commissioner, shall be admitted to any share or part of the contract of sale or to any benefit that may arise therefrom, but this provision shall not be construed to extend to the contract of sale if made with a corporation for its general benefit.

17. An explanatory statement of the circumstances of the proposed sale may be submitted to the appropriate Committees of Congress because of its negotiated character and the advice of the Attorney General of the United States may be solicited as to whether the proposed sale would tend to create or maintain a situation inconsistent with the anti-trust laws. Accordingly, the Administrator may rescind this sale at any time prior to closing if he determines that such action is reasonably justified in light of the circumstances then prevailing. In the event of such rescission, the Government's liability shall be limited to the return of any deposit or purchase money paid, without interest.

EXHIBIT C

CONTINUING OFFER. The offer shall be deemed to be a firm and continuing offer from the date of receipt until accepted or rejected by the Government; provided, however, that after 90 days have elapsed from the date of receipt, the offeror not having received notice of rejection may consider his offer rejected, and if the Government desires to accept the offer after such 90-day period, the consent of the offeror thereto shall be obtained.

\* \* \* \*

RESCISSION.

a. The contract made by the acceptance of the offer by the Government may be transmitted to the Attorney General of the United States for his advice as to whether the sale would tend to create or maintain a situation inconsistent with the antitrust laws. The acceptance of the offer by the Government may be rescinded by the Government, in case unfavorable advice is received from the Attorney General.

b. An explanatory statement of the circumstances of the proposed disposal will be submitted to the appropriate committees of the Congress because of its negotiated character and the offer probably will not be accepted by the Government until after the proposed disposal has been considered by such committees. However, in the event the offer is accepted at an earlier time, it is agreed that the Government may rescind its acceptance at any time during the 90-day period specified in paragraph 3, above (CONTINUING OFFER paragraph), if it is reasonably determined by the Government that such action is justified in light of the circumstances then prevailing.

c. Any rescission, pursuant to a or b, above, will be without liability on the part of the Government other than to return the earnest money deposit without interest.

C E R T I F I C A T E

I, ROBERT W. NORQUIST, duly chosen, qualified, and acting as Secretary of the Port Commission of the Port of Seattle, DO HEREBY CERTIFY that the following is a true and correct extract from the minutes of the meeting of the Port of Seattle Commission held on May 15, 1964:

" A special meeting of the Port Commission of the Port of Seattle was held on May 15, 1964, 12:00 noon, pursuant to public notice given by the Secretary of the Port Commission by notifying the press, radio and television stations within King County at least twenty-four hours before the scheduled time of the meeting.

\* \* \* \* \*

"Resolution No. 2168, 'A RESOLUTION of the Port Commission of the Port of Seattle authorizing the General Manager to offer to purchase from the United States of America, or any agency thereof, a tract of real property with improvements located within Unit No. 15-B of the Port of Seattle's Comprehensive Scheme of Harbor Improvements,' (modification and amplification of Resolution No. 2167, which instructs the General Manager to offer to purchase the Port of Embarkation) was introduced and given its first reading. Moved by Mr. Kitchell that the rules be suspended and Resolution No. 2168 be placed on final passage; the Commissioners all voting 'aye' and none opposed. The President then declared the motion carried whereupon Resolution No. 2168 was placed on final passage and upon call of the roll the vote was as follows: Mr. Adlum, 'aye'; Mr. Baker, 'aye'; Mr. Haydon, 'aye'; Mr. Kitchell, 'aye'; Mr. Norquist, 'aye.' Thereupon Resolution No. 2168 was declared to be passed and the same then duly authenticated in open session by the signatures of the Commissioners voting in its favor and the seal of the Commission."

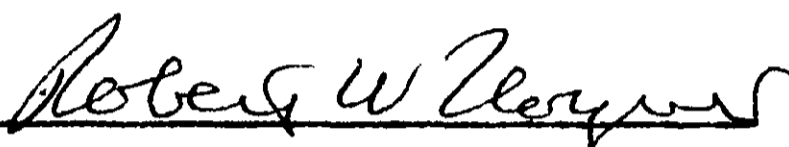
  
Secretary of the Port Commission

Dated: July 6, 1964



C E R T I F I C A T E

I, ROBERT W. NORQUIST, duly chosen, qualified, and acting as Secretary of the Port Commission of the Port of Seattle, DO HEREBY CERTIFY that the attached is a true and correct copy of Resolution No. 2168, duly adopted by the Port Commission at a special meeting on the 15th day of May, 1964.

  
Secretary of the Port Commission

Dated May 15, 1964

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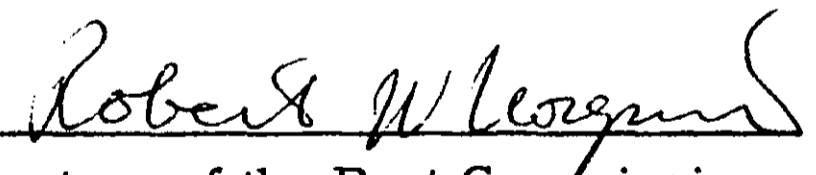
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