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BEFORE THE HEARING EXAMINER
OF THE CITY OF SEATTLE

In the matter of the Appeal of
EASTLAKE COMMUNITY COUNCIL
from a decision of the Director
of the Department of Construction
and Land Use on a master use
permit application.

FILE NO. MUP-86-035(W)

STIPULATION AND ORDER
OF DISMISSAL BASED ON
SETTLEMENT AGREEMENT

IT IS HEREBY STIPULATED by and between the parties hereto,
through their counsel of record, that the above-entitled cause,
having been fully settled and compromised in accordance with the
agreement attached hereto and incorporated by reference herein,
may be dismissed, with prejudice, and without costs to any
party.

DATED this 5th. day of August, 1986.

By Amy L. Kosterlitz
Amy L. Kosterlitz
Attorney for Eastlake Center
Associates

By Peter Eglick
Peter Eglick
Attorney for Eastlake
Community Council

By Dennis McLerran
Dennis McLerran
Assistant City Attorney for
Seattle

STIP AND ORD OF DISMISSAL - 1

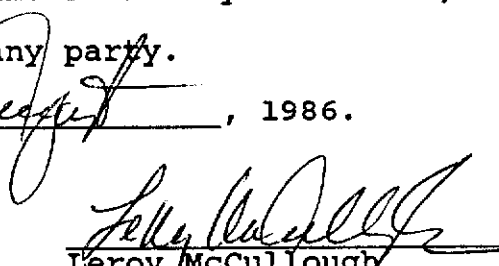
BUCK & GORDON, P.S.
WATERFRONT PLACE, SUITE 902
1011 WESTERN AVENUE
SEATTLE, WASHINGTON 98104
(206) 382-9540

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3 ORDER

4 THIS MATTER having come on for hearing before the
5 undersigned Hearing Examiner of the City of Seattle upon the
6 stipulation of the parties hereto, and it appearing to the
7 Examiner that the matter has been fully settled and compromised
8 in accordance with the terms of the agreement attached hereto
9 and incorporated by reference herein, NOW, THEREFORE,

10 IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the
11 Appellant's appeal be and the same is hereby dismissed, with
12 prejudice and without costs to any party.

13 DONE this 4th day of August, 1986.

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15 Leroy McCullough
16 Hearing Examiner
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STIP AND ORD OF DISMISSAL - 2

BUCK & GORDON, P.S.
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1011 WESTERN AVENUE
SEATTLE, WASHINGTON 98104
(206) 382-9540

AGREEMENT

AGREEMENT made this 5th day of August, 1986, by and between EASTLAKE CENTER ASSOCIATES, a Washington partnership (hereinafter "Respondent"), the EASTLAKE COMMUNITY COUNCIL, a Washington nonprofit corporation and its Board of Directors (hereinafter "Appellant"), and the CITY OF SEATTLE, a Washington municipal corporation (hereinafter "the City");

WHEREAS, Respondent intends to build an office/retail building located adjacent to 2825 Eastlake Avenue East in the City of Seattle, King County, Washington, and has obtained a Declaration of Nonsignificance and Master Use Permit with Conditions dated June 12, 1986, from the City of Seattle in connection with that project, a copy of which decision is attached hereto as Exhibit A and incorporated herein by this reference; and

WHEREAS, Appellant has filed an appeal with the City of Seattle Hearing Examiner challenging the issuance of the Declaration of Nonsignificance and Master Use Permit; and

WHEREAS, both sides believe they would prevail in a hearing before the City of Seattle Hearing Examiner, but at the same time think it better to promote harmony between and among them and avoid potential disputes;

NOW, THEREFORE, in consideration of the mutual promises contained herein, Respondent, Appellant and the City hereby agree as follows:

1. Respondent, as additional mitigation of environmental impacts, will remove the fourth floor of the proposed building and will seek a building permit for a building that will be no more than a three story building with two additional stories of

parking below. This building will not exceed a height of 38 feet measured from the top of the building's parapet down to an elevation of 62.65, which elevation is established by survey and which may be interpolated from the elevations 62.9 and 62.4 shown on the plans which are the basis for the City's June 12, 1986, decision. This height limit is exclusive of a mechanical elevator penthouse and mechanical equipment enclosure which Respondent will build within the limits of those structures as they are shown on the aforesaid plans. Appellant, Respondent and the City agree as part of the mitigation package that Respondent may modify the proposed design and add square footage to the building as permitted by the City's ordinances, but that the building's envelope will not exceed the dotted lines shown on the conceptual plan, attached hereto as Exhibit B and incorporated herein by this reference, except that glass greenhouses may extend beyond the dotted lines on the first floor on the building faces between the letters W, X, Y and Z, which letters are marked on Exhibit B.

2. Respondent will provide a minimum of 75 parking spaces.

3. The City's decision on the MUP and DNS attached hereto and the plans referenced therein are hereby modified to incorporate the agreed upon mitigations described above.

4. Respondent shall solicit and consider the input of the Eastlake Community Council prior to making a decision regarding the color of the balcony railings, which balconies shall be included on the proposed building as shown on the plans which are the basis of the City's June 12, 1986 decision.

5. Appellant will withdraw its appeal and all parties will sign the stipulated dismissal and take all steps necessary to ensure dismissal of the appeal and compliance with this agreement.

6. Appellant agrees that it will not further oppose in any way, including, but not limited to, contribution of information.

or financial support to anyone opposing other permits and approvals for this project as it is agreed upon herein.

7. This agreement shall run with the land and the duties required of each hereunder shall bind and inure to the benefit of the parties hereto and their respective heirs, administrators, executors, successors and assigns. However, upon expiration of the master use permit or the completion of the project, this agreement shall terminate and shall no longer run with the land or be binding.

8. In the event legal action is instituted to enforce this agreement, the prevailing party shall be awarded reasonable attorneys' fees and costs with the exception that attorneys' fees and costs shall not be awarded against the City of Seattle. The parties agree that damages are not an adequate remedy at law and that injunctive relief is an appropriate remedy for enforcement of this agreement.

9. Respondent will not materially deviate from the landscaping shown on the plans which are referenced in the City's June 12, 1986, decision; however, Respondent reserves the right to make minor revisions in the landscaping in its final plans.

EASTLAKE CENTER ASSOCIATES

By 

Its General Porten

EASTLAKE COMMUNITY COUNCIL

By 

Its EASTLAKE COMMUNITY COUNCIL 1986-87
PRESIDENT

CITY OF SEATTLE

By Annis J. McLennan
Its Assistant City Attorney