

SEATTLE POLICE DEPARTMENT MEMORANDUM

TO: Assistant Chief M. Sanford
Via Chain of Command

DATE: April 25, 2012

FROM: Sgt. Ann Martin *AM*
South Precinct Community Police Team

SUBJECT: Chronic Nuisance Property Studio 7 110 S. Horton St.

Attached is a copy of the case detailing the criminal history and mitigation with the property owner of Studio 7 110 S. Horton. Also attached is the proposed correction agreement crafted by Assistant City Attorney & South Precinct Liaison Melissa Chin. Ms. Chin vetted the agreement with Bob Scales, Peter Holmes & Captain Nolan.

I request that you declare this property as a Chronic Nuisance Property based on the Time Period Activity in the last year.

AM
Attachments -2

This issue has been building for a long time. We have tried several approaches to assist this business. This property needs to be declared a C.N.P.

*LT John Hayes
#4650 4-25-12*

Nino [Signature]

Approved for COP Signature

Mike Sanford



City of Seattle

Seattle Police Department

April 20, 2012

VIA CERTIFIED AND {FIRST CLASS MAIL OR PERSONAL SERVICE}

RE: Declaration of Chronic Nuisance Property

Property located at 110 S. Horton Street, Seattle, WA 98134 (Studio 7).

Dear Aces Four, LLC, UBI# 602742675, by and through members Joseph Schwab, Sr., Joe Schwab, Jr., Paul Poirier, and Jacob Menashe:

You have been identified as the person in charge of the property listed above. Pursuant to the authority granted to me as Chief of Police, under Seattle Municipal Code (SMC) 10.09, I have declared the property located at 110 S. Horton Street, Seattle, Washington (Studio 7) to be a Chronic Nuisance Property. This declaration was made based upon the following nuisance activities which have occurred on the property during a one-year (1) period:

(Please see Attachment A [pages 2-4])

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

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

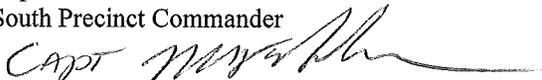
You may respond to this notice by calling: The South Precinct Seattle Police Department, Sergeant Ann Martin at (206) 386-1393.

Thank you for your attention to this matter.

Sincerely,


John Diaz
Chief of Police

Captain Mike Nolan
South Precinct Commander





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

An equal employment opportunity, affirmative action employer.

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



ATTACHMENT

A

February 5, 2012 – 1:56 a.m. –

Studio 7 – Marble Productions presents Viva La Vinyl III Event

Seattle Police Department (SPD) Incident Report #2012-035196

On 2/5/12, at the above location for the event, a 16-year-old female victim met a 22-year-old male while waiting to enter Studio 7. Inside Studio 7, the male text-messaged nude pictures of himself to the female victim. The male lured the female to his vehicle outside where he choked and raped her. The male suspect was booked into King County Jail after the incident.

February 19, 2012 – 2:30 a.m. –

Studio 7 – TAP TAP! Presents: XOXO 2012

SPD Incident Report #2012-050581

On 2/19/12, at the above location, a male was walking towards Studio 7. While at the northeast corner of the block, a vehicle with four males pulled up to the line. Three of the males exited the vehicle and one stuck a shotgun against the victim's stomach. The other two males searched the victim and took all of his property. The vehicle took off.

January 17, 2012 – 9:15 p.m.

Studio 7 – Afton Presents: Vince Diamond, K-TRUTH, Far Squad, Crymzon, Yoda, Krio, D.Rain, Jay-O, Big Mone, Saycred, gannGGreen

SPD Incident report #2012-007417

On 1/17/12, at the above location for the event, an undercover SPD officer purchased 3 pink ecstasy pills from a juvenile while inside Studio 7. Ecstasy is methylenedioxymethamphetamine (MDMA), an illegal Schedule I drug. All suspected ecstasy purchased field tested positive for MDMA.

March 18, 2012 – 2:31 a.m.

Studio 7 – TAP TAP! Presents Greenz 2012

SPD Incident report #2012-082233

On 3/18/12, at the above location for the event, three patrons were in the outside smoking area of Studio 7. One patron asked the victim if he had any "Molly." "Molly" is the street name for MDMA, an illegal Schedule I drug. The victim believed this to be a joke, so replied with a joke. The two suspects became hostile. One suspect struck the victim in the face, knocking the victim to the ground. Both suspects continued to hit and kick the victim. The victim lost his glasses in the fight and ran to call police. The victim was treated for a possible concussion at Harborview Medical Center. Officers noted that the victim was "obviously intoxicated."

February 11, 2012 – 2:22 a.m.



Kaos Theory Presents: Sexy Party Pink & Red Valentine's Day Bass Romp

SPD Incident report #2012-041912

On 2/11/12, at the above location for the event, the suspect punched a male victim in the head with a closed fist, causing laceration to the victim's head. Witnesses stated that the punch was unprovoked. Studio 7 security noted that the suspect is a regular problem at Studio 7 and the King Cat. The suspect was trespassed by Studio 7 after this event. The suspect was charged with one count of assault in Seattle Municipal Court. The suspect plead guilty to this charge on February 23, 2012.

March 9, 2012 – 2:00 a.m.

Studio 7 – Onset The Shores

SPD Incident report #2012-088009

On 3/9/12, at the above location for the event, a victim reported that she was attending a concert at Studio 7 when a former friend confronted her by the women's restroom. The victim stated the suspect shouted, called her names, and threatened to beat her up. The suspect then shoved the victim into the wall. The victim stated she informed Studio 7 security, but security refused to remove the suspect from the premises.

January 13, 2012 – 11:00 p.m.

Studio 7 – Tap Tap Productions Presents: Bass Warz, Winter Warfare Party

SPD Incident report #2012-013762

On 1/14/12, at the above location for the event, Studio 7 security caught a suspect selling MDMA capsules in the outside smoking area of Studio 7. SPD seizes 53 capsules of MDMA from the suspect. The suspect admitted to buying an "eightball" of "Molly" for \$200 and was attempting to sell the "Molly" inside Studio 7.

January 13, 2012 – 9:40 p.m.

Studio 7 - Tap Tap Productions presents: Bass Warz, Winter Warfare Party

SPD Incident report #2012-013503

On 1/13/12, at the above location for the event, Studio 7 security caught a juvenile suspect selling MDMA in Studio 7. Security seized 52 MDMA ecstasy pills and 4 MDMA "Molly" capsules from the juvenile suspect. The juvenile suspect was booked into the King County Youth Services Center.

December 23, 2011 – 10:45 p.m.

Studio 7 - Tap Tap presents: Respect 2011

SPD Incident report #2011-410225

On 12/23/11, at the above location for the event, Studio 7 security saw a suspect smoking marijuana. Security escorted the suspect to the production room where the suspect emptied his pockets. Security retrieved eight little baggies with 35 pill capsules containing a white substance. SPD Officers field tested the capsules that field tested positive for MDMA "Molly." The suspect told officers that he purchased the pills from the rave and planned on reselling them for a profit.



December 18, 2011 – 2:40 a.m.

Studio 7 - Christmas Kaos w/ Le Castle Vania & Dieselboy

SPD Incident report #2011-404589

On 12/18/11, at the above location for the event, Studio 7 security suspected a male of selling drugs within Studio 7. SPD could not determine if this was true, but did arrest the suspect on an outstanding theft warrant in the amount of \$1000.

December 17, 2011 – 11:51 p.m.

Studio 7 – Christmas Kaos w/ Le Castle Vania & Dieselboy

SPD Incident report #2011-404431

On 12/17/11, at the above location for the event, Seattle Fire Department responded to Studio 7 to assist a 14-year-old female who had overdosed on narcotics. While inside Studio 7 the 14-year-old ingested a hallucinogenic drug called “Two MC.” The juvenile female was admitted into Harborview Medical Center for observation.

December 22, 2011 – 1:32 a.m.

Studio 7 – private party

SPD Incident report #2011-408232

On 12/22/11, at the above location for the event, SPD responded to Studio 7 due to a 16-year-old female with suspected alcohol poisoning. When officers arrived Fire was treating the female who was vomiting uncontrollably and was verbally unresponsive. Witnesses reported that a male inside of Studio 7 provided alcohol to the minors. The male was one of the hosts of a party in the upstairs portion of Studio 7. Officers contacted the male and when asked for his identification, the male fled the scene through the back door. Security suspected that someone was sneaking the alcohol from 21+ and over upstairs to the downstairs area, for minors. The 16-year-old female was transferred to Harborview Medical Center for alcohol poisoning. Multiple fight disturbances began to break out around officers while they were investigating. The fights were broken up and anticipated witnesses fled the scene. Studio 7 management suspects that the alcohol was transferred by water bottles from upstairs to downstairs.

August 13, 2011 – 10:10 p.m.

Studio 7 – Exposed Music Festival

SPD Incident report #2011-265822

On 8/13/11, at the above location for the event, SPD responded to Studio 7 for a large fight. Studio 7 security noticed a group of 6 men being overly aggressive in the mosh pit. Security informed the men to “calm down.” The men continued to become aggressive. One man assaulted another patron by pinning him to the wall, and striking him with his elbow, sustaining a chipped tooth. As Studio 7’s security officer began to shield the patron, the men began to attack the security guard. As Studio 7’s security team moved in to attempt to stop the fight, the men began to attack the guards, striking one guard in the head and throwing another to the ground. Security was unable to control the crowd. All security guards sustained injuries. Three men



were arrested for assault. One suspect plead guilty to one count of Assault 4 on August 29, 2011 in Seattle Municipal Court. The second suspect's case is still pending in Seattle Municipal Court. The Seattle law department did not file a complaint against the third suspect.

January 13, 2012 – Studio 7

SPD Incident report #2012-013550

On 1/13/11, at the above location for the event, SPD responded to Studio 7 to investigate a male suspect who climbed through an upstairs window. A Studio 7 bartender caught the male climbing through the window and noticed the window was broken. SPD requested property damage charges.

CHRONIC NUISANCE PROPERTY CORRECTION AGREEMENT
110 South Horton Street, Seattle WA (Studio 7)

This Agreement is entered into this ___ day of _____, 2012 (the "Effective Date"), between the City of Seattle, acting through the Chief of the Seattle Police Department, ("SPD") and Aces Four, LLC, UBI# 602742675, by and through Joseph Schwab Sr., Joe Schwab, Jr., Paul Poirier, and Jacob Menashe, who are the Owners and Persons in Charge of the property located at 110 South Horton Street, Seattle, WA, 98134, known as "Studio 7."

1. Recitals and Representations

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

B. Pursuant to the authority granted in SMC 10.09.030, the Chief of Police has declared the property located at 110 S. Horton St., Seattle, Washington, Studio 7 (the "Property"), to be a Chronic Nuisance Property upon the specific facts and circumstances and requirements for abatement and correction set forth in the written notice of Declaration of Chronic Nuisance Property ("Notice") dated April 20, 2012, a copy of which is attached hereto and incorporated herein by this reference.

C. On April , 2012, the Notice was personally served and a copy was sent by certified mail on April , 2011 as provided in SMC 10.09.030.

D. Aces Four, LLC has confirmed that it is the Owner and the Person in Charge of the Property as defined in this Agreement and in SMC 10.09.010, and that the Notice attached to this Agreement was received.

E. Aces Four, LLC is made up of four members: Joseph Schwab, Sr., Joe Schwab, Jr., Paul Poirier, and Jacob Menashe. Mr. Joe Schwab, Jr., is the property manager.

F. Aces Four, LLC will be referred to in this Agreement as "the Principal", and it represents and confirms that there are no persons not identified in this Agreement who are a Person in Charge or Owner of the Property.

G. The Principal is entering this Agreement and taking steps to maintain abatement of the nuisance specified in the Notice as set forth in this Agreement as a free and voluntary act.

Based upon the foregoing affirmative Recitals and Representations by the Principal, which he acknowledges to be the material inducement to the City to forbear taking

further action to abate the nuisance through exercise of its police powers as defined in SMC 10.09, the City and the Principal agree upon the following terms and conditions as authorized in SMC 10.09.040.

2. **Definitions**

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

1. "Abate" means to repair, replace, remove, destroy, or otherwise remedy a condition which constitutes a violation of this chapter by such means and in such a manner and to such an extent as the Chief of Police determines is necessary in the interest of the general health, safety and welfare of the community.
2. "All-ages dance" means any public dance at (1) which persons under age 18 years are allowed or permitted to attend or (2) at which each patron is not required to show valid picture identification, showing that patron's date of birth, as a condition of entry.
3. "Chief of Police" means the Chief of Police or his or her designees.
4. "Control" means the power or ability to direct or determine conditions, conduct, or events occurring on a property.
5. "Chronic nuisance property" means:
 - a. a property on which three or more nuisance activities as described in subsection 5 of this Section, exist or have occurred during any sixty-day period or seven or more nuisance activities have occurred during any twelve-month period, or
 - b. a property which, upon a request for execution of a search warrant, has been the subject of a determination by a court two or more times within a twelve-month period that probable cause exists that illegal possession, manufacture or delivery of a controlled substance or related offenses as defined in RCW Chapter 69.50 has occurred on the property.
6. "Nuisance activity" includes:
 1. a "most serious offense" as defined in RCW 9.94A;
 2. a "drug related activity" as defined in RCW 59.18.130;

3. any of the following activities, behaviors or criminal conduct:
 1. Assault, Fighting, Menacing, Stalking, Harassment or Reckless Endangerment, as defined in SMC Chapter 12A.06;
 2. Promoting, advancing or profiting from prostitution as defined in Chapter 9A.88 RCW;
 3. Prostitution, as defined in SMC 12A.10.020;
 4. Permitting Prostitution, as defined in SMC 12A.10.060;
 5. Obstructing pedestrian or vehicular traffic, as defined in SMC12A.12.015(4);
 6. Failure to Disperse, as defined in SMC 12A.12.020;
 7. Weapons violations, as defined in SMC Chapter 12A.14;
 8. Drug Traffic Loitering, as defined in SMC 12A.20.050(B);
 9. Gang related activity, as defined in RCW 59.18.030(16).

7. "Owner" means any person who, alone or with others, has title or interest in any property.

8. "Person" means an individual, group of individuals, corporation, partnership, association, club, company, business trust, joint venture, organization, or any other legal or commercial entity or the manager, lessee, agent, officer or employee of any of them.

9. "Person in Charge" of a property means the owner and, if different than the owner, any other person in actual or constructive possession of a property, including but not limited to, a lessee, tenant, occupant, agent, or manager of a property under his or her control.

10. "Property" means any land and that which is affixed, incidental or appurtenant to land, including but not limited to any business or residence, parking area, loading area, landscaping, building or structure or any separate part, unit or portion thereof.

11. "RCW" means the Revised Code of Washington.

12. "SMC" means Seattle Municipal Code.

3. Objective of Agreement

The Principal recognizes and agrees that the objective of this Agreement is to abate and correct the nuisance identified in the Notice without causing the City to seek enforcement and abatement as provided in SMC 10.09. The Principal further recognizes that it is solely the obligation of the Principal to abate and correct the nuisance as required under the Seattle Municipal Code, and that the Principal's promises contained in this Agreement are material inducements to the City's forbearance to enforce the City's Nuisance code provisions during the term of this Agreement. The Principal further recognizes that the City's willingness to enter into this Agreement does not in any manner constitute a guarantee that the steps identified will succeed in abatement or correction, nor does the Principal's performance of the terms of this Agreement relieve the Principal of the obligation to initiate additional measures to correct and abate the nuisance should additional measures be required. The Principal further recognizes and agrees that in the event that the nuisance is not abated and corrected despite the reasonable good faith efforts on the part of Principal, the City is not restricted in its ability to take action to abate the nuisance as provided in SMC 10.09, nor excuse the Principal from further action to abate and correct the nuisance; provided however, the City agrees to refrain from taking further action to abate the nuisance through exercise of its police powers as defined in SMC 10.09 while Principal is making good faith efforts to take the actions set forth in Section 4B of this Agreement .

4. Time and Steps to Abate and Correct Nuisance

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

B. Specifically, as of the "Effective Date" of this agreement, the Principal shall take the following action:

1. **“The Property” shall be re-inspected within 30-days of this notice by the Seattle Fire Department, Department of Planning and Development, and Department of Finance and Administrative Services to determine the maximum building occupancy and compliance with building use codes. “The Property” shall comply with all building recommendations.**
2. **The Principal shall install and maintain a CCTV system covering entrances, exits, and any other sensitive areas. Signs shall be clearly posted notifying patrons of security cameras. Maintain all footage for at least one week. Make any footage available to SPD or other governmental agencies as requested.**
3. **For an all-ages dance event, the Principal either as the Owner of “the Property,” or through his tenant, must have an all-ages dance license pursuant to Seattle Municipal Code Chapter 6.295.**
4. **The Principal shall ensure that security staff checks photo identification every time a person enters the establishment. Security staff shall only accept identification containing a photo and date of birth.**
5. **The Principal either as the Owner of “the Property,” or through its tenant, shall be prohibited from hosting, promoting, facilitating any event between 0200 hours (2 a.m.) and 0800 hours (8 a.m.). If the tenant is granted an all-ages dance license pursuant to SMC Chapter 6.295, the Principal either as the Owner of “the Property,” or through its tenant, shall be prohibited from hosting, promoting, facilitating all-ages music or dance events between 2400 hours (12 a.m.) and 0900 hours (9 a.m.).**
6. **The Principal either as the Owner of “the Property,” or through its tenant, shall provide one security guard per 50 patrons at each event open to the public. Outside event Promoters shall never be in charge of event security.**
7. **The Principal either as the Owner of “the Property,” or through its tenant, shall implement a best practices guideline for the security staff, execute and maintain in writing a standard of operations guide for the security staff, and ensure security staff has received and**

maintained proper training according to the standards and best practices that are adopted. Within 7 months of hiring date, all security staff shall attend the Security Training Program put on by the Seattle Police Department and follow all security practices taught in the Security Training Program. Security staff shall not fraternize with patrons beyond what is necessary to complete their duties while on duty.

- 8. The Principal either as the Owner of “the Property,” or through his tenant, shall require that all security staff maintain Incident Reports or Log Entries for every Security, Police, or Safety event that occurs in or immediately around “the Property.” Incident logs shall include SPD Case numbers if appropriate. All uses of force by security staff shall be documented. Make any security logs available to SPD or other governmental agencies as requested.**

- 9. The Principal either as the Owner of “the Property,” or through his tenant, shall have security staff search attendees, including Promoters, of any event for illegal drugs, weapons and other contraband at the entrance point and search and monitor the attendees during the event on the floor inside “the Property” for any signs of illegal drug sales, possession, consumption/ingestion and other illicit and illegal activities. Upon noticing any signs of the above actions, security shall immediately call the Seattle Police Department to eject the patron from the property. Record shall be kept on premises of all patrons who are trespassed from the property.**

- 10. The Principal either as the Owner of “the Property,” or through its tenant, shall ensure that all security staff is equipped with proper security tools as taught in the Security Training Program, including, but not limited to: small, high-power flashlights (not big “Mag” Light style lights that might accidentally be used as impact weapons); 2-way radios with headsets to assist in resolving problems as quickly and safely as possible; and dress attire, clearly marked as “SECURITY.” Security should be easily identified as such by clearly marked shirts, jackets, etc. If Security staff is not in uniform they should not take action unless marked security is with them or in a dire emergency. In such cases, un-marked security should clearly identify themselves as security.**

11. **The Principal either as the Owner of “the Property,” or through its tenant, shall ensure that all staff be charged with clearing aisles, stairways, and exits at all times. Each manager or supervisor should be responsible for checking all Emergency Exits at the beginning of their shift and for making sure that the exits remain clear and unlocked for the duration of their shift.**
12. **The Principal either as the Owner of “the Property,” or through its tenant, shall ensure that all lines be maintained and monitor the floor inside “the Property.” Anyone who is in dress code violation; has a prior record of un-ruly behavior at “the Property;” is apparently intoxicated; or exhibiting unlawful conduct shall be removed from the line or floor as soon as possible. Upon noticing any signs of the above conduct, security staff shall immediately call the Seattle Police Department to eject the attendee from the property. Record shall be kept on premises of all patrons who are trespassed from the property.**
13. **The Principal either as the Owner of “the Property,” or through his tenant, shall have security staff institute a rolling closure: reducing the volume, tempo, and/or energy of the music and raise the lighting level as closing time nears. After last call, make regular announcements reminding people to leave quietly and directly so as not to cause undo noise. Pick up all drinks and glasses in advance of 2:00 a.m., but allow people to trickle out on their own instead of forcing them out at once.**
14. **The Principal either as the Owner of “the Property,” or through his lessee, agent, employee or mortgagee, shall not allow, promote, host, hold or facilitate any event at “the Property” where “the Property” will be made available for the use of or for the purpose of delivering, selling, buying, storing, receiving, possessing, using, ingesting, and/or giving away any controlled substances under RCW Chapter 69.50, legend drug under RCW Chapter 69.41, or imitation controlled substance under RCW Chapter 69.52.**
15. **The Principal either as the Owner of “the Property,” or through his lessee, agent, employee or mortgagee shall ensure that all staff has training in recognition of over-service of alcohol as provided by the Washington State Liquor Control Board (WSLCB) and any other required staff training from WSLCB.**

16. **The Principal either as the Owner of “the Property” or through his lessee, agent, employee or mortgagee, shall notify the Seattle Police Department 14 days prior to any music, dance or entertainment event that will involve amplified music. The Principal will provide a description of the (1) type of event; (2) estimate of number of patrons or attendees; (3) security provisions; and (4) time and length of the event.**
17. **The Principal either as the Owner of “the Property” or through his lessee, agent, employee or mortgagee shall comply with any and all relevant and applicable City ordinances under the SMC and State codes under the RCW.**
18. **The Principal shall meet with a representative of SPD on a regular basis to review actions, activities, and progress under this Agreement. SPD will monitor actions 1-17 above for the time period identified in section 4A to see if the actions taken by Principal abate the nuisance. If SPD determines that Principal has taken the actions set forth above, and such actions have not adequately abated the nuisance or the nuisance returns during the monitoring period, then the Principal and SPD shall meet and agree on further actions to abate the nuisance.**

C. The Principal agrees that the City may, in its sole discretion, during the term of this Agreement enter onto the Property by appointment or when the premises are otherwise open to the public, to inspect to determine compliance with the terms of this Agreement, and that the Principal will cooperate with the City in said access and inspection.

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

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

6. Default or Breach of Agreement

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

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

7. Remedies for Default/Failure to Abate Nuisance

The Principal agrees that if he fails to timely take the steps identified in this Agreement, as specified in Section 4, the City may declare him to be in default and terminate this Agreement, and may take all steps provided by law to abate the nuisance pursuant to SMC 10.09 et. seq., and to take all such other actions as may be allowed by law, including the denial, revocation, or refusal to renew a business or other license as provided in SMC 5.55.230 and 6.02.270. If the City takes steps to abate the nuisance, the City may recover its costs and expenses and monetary penalties pursuant to this chapter from the person in charge for the nuisance if the terms of the correction agreement are not met.

8. Term, Survival of Terms of Agreement

A. The Term of this Agreement shall commence on the Effective Date and shall end on the 301st day following the Effective Date as identified in Section 4 (90 days to abate, then 30 days to observe that the nuisance is fully abated, then 180 days to monitor for any return of the nuisance) unless further extended by mutual written agreement of the Parties.

B. The Parties agree that upon successful abatement and correction of the nuisance, the Principal shall remain obligated to take all reasonable steps to ensure that a recurrence of the abated nuisance does not take place.

C. This agreement, including representations, admissions, and actions (or inactions) may be considered, used, or referenced in any future nuisance action or correction agreement.

City of Seattle:

John Diaz, Chief
Seattle Police Department

Property Owner and Person in Charge:

Joe Schwab
Aces Four, LLC
13131 NE 20th St.
Bellevue, WA 98005

Paul Poirier
Aces Four, LLC
13131 NE 20th St.

Joseph Schwab, Sr.
Aces Four, LLC
13131 NE 20th St.
Bellevue, WA 98005

Jacob Menashe
Aces Four, LLC
13131 NE 20th St.
Bellevue, WA 98005