



City of Seattle

Seattle Police Department

February 7, 2013
~~January 21, 2013~~

VIA CERTIFIED AND FIRST CLASS MAIL

RE: Declaration of Chronic Nuisance Property

Property located at 7070 E Marginal Way S, Seattle, WA 98108 (Airplane Motel).

Dear SH & MH, Inc., UBI# 603028968, by and through owners Myong Hyun and Suk Hyun:

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 7070 E Marginal Way S, Seattle, Washington (Airplane Motel) 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 that includes the attached Correction Agreement. 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.

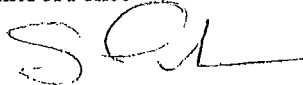
Failure to respond to this notice or failure to voluntarily abate the chronic nuisance to the satisfaction of the Chief of Police will subject you to a penalty of up to \$500.00 per day from the date of this notice. If the owner of a chronic nuisance property is not the person in charge of the property, 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 Steve Paulsen
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 8, 2012

Seattle Police Department (SPD) Incident Report #2012-40394

On 2/8/12, at the above location for the event, a rape occurred in Unit #21 when a male forced a female to perform two sex acts against her will. Witnesses did not intervene to stop the rape. The victim and suspect were guests of the registered tenant of Unit #21.

April 18, 2012

Seattle Police Department (SPD) Incident Report #2012-118715

On 4/18/12, at the above location for the event, a domestic violence disturbance resulted in a female being hit over the back of her head. The victim ran from the Airplane Motel to the AM/PM gas station. The victim had been living at the Airplane Motel for about two months with her boyfriend.

April 20, 2012

Seattle Police Department (SPD) Incident Report #2012-120079

On 4/20/12, at the above location in Unit #1, officers served a search warrant on the unit after a man reported that he was robbed at the Airplane. The suspect demanded money and when the victim refused, she pulled out a knife and demanded the money. The victim gave her his bank card and explained how to get money. The suspect became angry and took the victim's cellphone and threw it against the wall. The suspect then took the knife and attempted to stab the victim. The victim held up a pillow to protect his self. Officers later found a pillow in the room with a knife cut in it. SPD recovered the stolen property from Unit #1.

June 19, 2012

Seattle Police Department (SPD) Incident Report #2012-192527

On 6/12/12, at the above location in Unit #19, officers responded to an assault. The victim just learned she was pregnant and had been gone from the Airplane for a couple of days. When she returned to the Airplane and told her boyfriend she was pregnant, he became angry. The two argued and when the victim tried to leave, the suspect grabbed the victim and pushed her to the bed. He put his arm around the victim's neck and began to strangle her. He pushed the victim to the floor and took her cell phone. Red marks were observed on the victim's neck.

August 7, 2012

Seattle Police Department (SPD) Incident Report #2012-260366

On 8/7/12, undercover detectives made an arrest for prostitution in the rear parking lot of the Airplane Motel. The woman entered the undercover detective's car and she offered sex in exchange for \$50.00.



City of Seattle

Seattle Police Department

August 13, 2012

Seattle Police Department (SPD) Incident Report #2012-268437

On 8/4/12, at the above location for the event, a man raped two females after blocking them in by threatening them with a pocket knife. The victim had evidence of bruising and cuts.

August 23, 2012

Seattle Police Department (SPD) Incident Report #2012-281091

On 8/23/12, a woman sitting in the Airline Motel parking lot was reported trying to sell drugs. When officers approached, she admitted to be a crack pipe and consented to a search. She then tried to throw two rocks of crack cocaine away. The woman was arrested for VUCSA.

October 5, 2012

Seattle Police Department (SPD) Incident Report #2012-340629

On 10/5/12, at the above location for the event, a man purchased .3 grams of cocaine for \$50.00 from Unit #4. The Unit had its door open with 3 males inside. The cocaine purchased field tested positive for cocaine.

October 24, 2012

Seattle Police Department (SPD) Incident Report #2012-364998

On 10/24/12, at the above location for the event, a man purchased .3 grams of cocaine from a man in Unit #6. Prior to purchasing the cocaine, the man went to Unit #20 to attempt to purchase drugs; however, he was told that Unit #20 only had cocaine and if he wanted coke, he would have to go to Unit #6. The man waited at the Airline Motel for the dealer and purchased an additional .2 grams of cocaine. All purchased cocaine field tested positive.

October 25, 2012

Seattle Police Department (SPD) Incident Report #2012-365202

On 10/25/12, at the above location for the event, SPD executed a narcotics search warrant on Unit #20. Inside Unit #20, SPD found 5 subjects, 4.6 grams of crack cocaine, 1 pill of suspected ecstasy, and a .45 caliber handgun.

CHRONIC NUISANCE PROPERTY CORRECTION AGREEMENT
7070 E Marginal Way S, Seattle, Washington 98108 (Airlane Motel)

This Agreement is entered into this _____ day of February, 2013, between the City of Seattle, acting through the Chief of the Seattle Police Department, ("SPD") and SH & MH, Inc., UBI# 603028968, by and through owners Myong Hyun and Suk Hyun, who is the Owner and Person in Charge of the property located at 7070 E Marginal Way S, Seattle, Washington 98108, better known as the business, "Airlane Motel."

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 7070 E Marginal Way S, Seattle, Washington (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 January 21, 2013, a copy of which is attached hereto as Attachment A and incorporated herein by this reference.

C. On January 21, 2013 the Notice was sent by first class mail and sent by certified mail as provided in SMC 10.09.030.

D. SH & MH, Inc., by and through owners Myong Hyun and Suk Hyun, 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 and that the specific facts and circumstances identified in the Notice are accurate.

E. SH & MH, Inc., by and through owners Myong Hyun and Suk Hyun, will be referred to in this Agreement as "the Principal" or "the Motel", 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.

F. The Principal warrants to the City that the steps to abate the nuisance specified in the Notice and in this Agreement are reasonable and that this Agreement is entered into 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 Principals 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. "Chief of Police" means the Chief of Police or his or her designees.
3. "Control" means the power or ability to direct or determine conditions, conduct, or events occurring on a property.
4. "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.
5. "Nuisance activity" includes:
 - a. a "most serious offense" as defined in RCW 9.94A;
 - b. a "drug related activity" as defined in RCW 59.18.130;
 - c. 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 SMC 12A.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);
or
 9. Gang related activity, as defined in RCW 59.18.030(16).
-
6. "Owner" means any person who, alone or with others, has title or interest in any property.
 7. "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.
 8. "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.
 9. "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.
 10. "RCW" means the Revised Code of Washington.
 11. "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 defined herein 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. The Principal further recognizes and agrees that in the event that the nuisance is not abated and corrected despite the best 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.

4. Time and Steps to Abate and Correct Nuisance

A. Upon the execution of this Agreement the Principal shall promptly take all reasonable steps to correct and abate the nuisance described in the Notice, and shall complete the same and have fully abated the nuisance not later than 90 days from the effective date of this Agreement, unless the time is extended by further written agreement.

B. Specifically, the Principal shall take the following action:

1. Provide within seven days to SPD South Precinct Sgt. Ann Martin a copy of all insurance documents for the Property.
2. Provide the community and Seattle Police Department with a 24 hour contact number to address any issues or problems.
3. Install, use and maintain a 24 hour Closed Circuit Television (CCTV) video surveillance of the parking lot, all the doors to the building, community hallways, lobby, and the entire outside perimeter of the building.
4. Maintain No Trespassing signs around the perimeter of the property and on all entrances to the building. The Motel shall remove all un-registered persons from the premises
5. All exterior doors are to be locked at 8:00 pm or 2000 hours.
6. Maintain a person at the front desk all day and all night for 24 hours.
7. Provide a night-time security person between the hours of 8:00 pm-8:00 am to monitor the entire building. (This can be the same person as the front desk person Sunday through Thursday). The security person shall be a licensed security guard. The night-time security person shall be responsible for monitoring the entire building, including the outside perimeter areas of the property.

8. On Fridays and Saturdays, the night-time security person should be a different person from the front desk person. As such, you shall employ two individuals: one person for the front desk and one person for the night-time security watch.
9. Actively enforce a zero tolerance guest and visitor policy which includes a zero tolerance policy for narcotics possession and use; the visitor policy; criminal activity rules; and general guest policies. Every guest will be required to sign a copy of the guest and visitor policy when registering for a unit. A copy of the guest and visitor policy will be clearly posted in the front lobby and around the building.
10. Ask for valid government issued identification from every guest and visitor. Scan the identification and maintain a database of the identification of each guest and visitor for each corresponding room.
11. The Motel shall decline business to any individual who does not provide proper government issued identification.
12. Visiting hours will be restricted to 10:00 am till 10:00 pm. The motel will restrict the number of visitors to one person per unit guest.
13. Every guest and visitor will be required to register with the front desk before entering the property.
14. Sign the Seattle Police Department's Trespass Warning Program Contract.
15. Ensure that all the "Conditions of Entry" trespass signs provided by the Seattle Police Department are posted by all entry and exit ways.
16. The Motel will rent out each unit on a daily basis and refuse to rent out a unit for less than a one-day period.
17. The Motel shall have each guest register their vehicles that will be parked in the parking lot. All un-registered vehicles shall be towed. Towing warnings shall be placed in the parking lot. The Motel shall not allow anyone to reside or sleep in a vehicle parked on the premises.
18. The Motel shall post a sign in the parking lot and lobby stating, "The Airplane Motel is working with the Seattle Police: no loitering, no drug activity, no prostitution, no illegal activity. No prostitution or unregistered guests allowed."

19. The Motel shall ensure that all employees are trained in identify narcotics paraphernalia. The Motel shall immediately evict any guests who are found to have narcotics paraphernalia in their unit or on their person. All guests evicted for narcotics use or possession shall be permanently admonished from the premises.
20. The Motel shall maintain the appearance of the premises by repairing broken fixtures and architecture; maintaining the landscaping and grounds; cleaning/removing trash around the building; and cleaning all units on a daily basis. The Motel shall receive positive health inspection reports from King County Public Health.
21. The Motel shall immediately call 9-1-1 to report criminal activity observed on and around the premises.
22. The Principal shall inform every Motel employee of this Correction Agreement and require full participation with this Agreement.
23. The Motel shall employee a full-time property manager staff to be present on the property 24-hours, a day. The property managers shall assist in enforcing this Correction Agreement.
24. Principal shall meet with a representative of SPD on a regular basis to review actions, activities, and progress under this Agreement, and SPD will provide Principal with a weekly report of any reported Nuisance activity on the Property. SPD will monitor actions 1-23 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, enter onto the Property 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 best 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. If it is determined by the City that additional time and steps may result in abatement and correction of the nuisance, the Principal may apply to extend the time for

performance of this Agreement and the inclusion of 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 the steps described in Section 2B 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. Failure of the Principal to promptly notify the City that the nuisance has not been abated and corrected within the time permitted, and apply for an extension of time;

D. 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, 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 and recover its costs, expenses, and monetary penalties pursuant to SMC 10.09 et. seq., from the Principal, 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.

8. Survival of Terms of Agreement

A. The provisions and steps set forth in this Agreement shall survive the time set forth for abatement and any extension thereof. 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.

B. 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:

Myong Hyun
SH & MH, Inc.

Suk Hyun
SH & MH, Inc.