

**CHRONIC NUISANCE PROPERTY CORRECTION AGREEMENT**  
**8201 Aurora Avenue North, Seattle, WA 98103 (Everspring Inn)**

This Agreement is entered into this 18 day of August, 2020, between the City of Seattle, acting through the Chief of the Seattle Police Department (“SPD”), and Next Wave Investments LLC and Myung Ha Kang (“Principals”), the Owner and Person in Charge of the Everspring Inn and property located at 8201 Aurora Avenue North, Seattle, Washington 98103.

**1. Recitals and Representations**

A. Seattle Municipal Code (SMC) 10.09 et. seq., provides the Chief of Police authority to:

- Declare a property to be a *Chronic Nuisance Property* if the criteria enumerated in SMC 10.09.010(4) is met,
- Issue a notice to the owner and person in charge notifying them that the property has been declared a *Chronic Nuisance Property*,
- Enter into a correction agreement requiring the owner and person in charge correct and abate the activities and conditions causing the property to be a Chronic Nuisance Property, and
- Refer the matter to the City Attorney for legal action if the nuisance has not been abated.

B. Pursuant to the authority granted in SMC 10.09.030, the Chief of Police has declared the Everspring Inn and the property located at 8201 Aurora Avenue North, Seattle, Washington (“Nuisance Property”) to be a Chronic Nuisance Property. The written Notice of Declaration of Chronic Nuisance Property (“Notice”) dated July 20, 2020, a copy of which is attached hereto and incorporated herein by this reference, provides the specific facts, circumstances and requirements for abatement and correction

C. Pursuant to SMC 10.09.030, the Notice was served on 07/21/2020 by Certified mail with a Return Receipt Request and via First Class Mail to ‘Next Wave Investments, LLC. ATTN: Myung Ha Kang. 621 Capitol Wy. S. Olympia, WA 98501.’ On 7/21/2020 Seattle Legal Messenger attempted personal service of Mr. Kang at that same address. On 7/22/2020, Seattle Legal Messenger personally served the Notice at the Nuisance Property and left it at the front desk. On 07/23/2020, Seattle Legal Messenger attempted personal service of Myung Ha Kang at the address of 4805 69th Avenue CT W University Place, WA 98467-3227 in addition to 8201 Aurora Ave N. The Notice was also sent out via First Class and Certified Mail with a Return Receipt Request, to the following addresses: 4805 69th Avenue CT W University Place, WA 98467-3227 and 8201 Aurora Avenue North Seattle, WA 98103.

D. The Nuisance Property is owned by Next Wave Investments, LLC (UBI# 604 168 802). Myung Ha Kang is the agent/manager of Next Wave Investments LLC, and has authority to bind Next Wave Investments, LLC to the terms of this agreement. Myung Ha Kang affirms that (1) he is the Person in Charge, as defined in this agreement and SMC 10.09.010, of the Property, (2) his mailing address is 4805 69th AVE NW, University Place, WA 98467, and (3) he received the Notice attached to this Agreement and that the specific facts and circumstances identified in the Notice are accurate.

E. Next Wave Investments LLC and Myung Ha Kang will be referred to in this Agreement as "Principals," and they represent and confirm that there are no other owners or persons in charge of the Nuisance Property.

F. The Principals warrant 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 Principals which they acknowledge 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 of SPD 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 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. 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 Principals acknowledge and agree that the objective of this Agreement is to abate and correct the chronic nuisance property without causing the City to seek enforcement and abatement as provided in SMC 10.09. The Principals also acknowledge and agree:

- It is solely the obligation of the Principals to abate and correct the nuisance as required under the Seattle Municipal Code, and that the Principals' promises contained in this Agreement are material inducements to the City's forbearance to enforce the City's Chronic Nuisance Code provisions during the term of this Agreement.
- 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 Principals' performance of the terms of this Agreement relieve the Principals of the obligation to initiate additional measures to correct and abate the nuisance.
- In the event that the nuisance is not abated and corrected despite the good faith efforts on the part of Principals, the City is not restricted in its ability to take action to abate the nuisance and recover costs, expenses, and monetary penalties as provided in SMC 10.09, nor excuse the Principals from taking 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 Principals shall promptly take all reasonable steps to correct and abate the nuisance described in the Notice, and shall complete the steps outlined in 5A-5C and have fully abated the nuisance no later than 30 days from the effective date of this Agreement, unless the time is extended by further written agreement. For a period of 24 months following the full abatement of the nuisance, as determined by the City, if the Principals reopen any type of business on the Nuisance Property, they will be required to comply with the conditions set forth in section 5C of this agreement. Upon termination of the 24 month period, the Principals shall be required to meet with SPD and have SPD approve written operating procedures for the Nuisance Property in order to continue to operate its business.

### **5. The Principals shall immediately take the following actions:**

A. Close the Nuisance Property to the public by:

- a. Commencing proceedings to remove all guests and persons currently residing at the Nuisance Property.
- b. Immediately ceasing to rent rooms to any new guests at the Nuisance Property.
- c. Securing the Nuisance Property pursuant to the Vacant Building Standards contained in SMC Title 22.
- d. Fence the entire Nuisance Property to prevent entry onto the property. Place "No Trespassing" signs throughout the property.

B. While the Nuisance Property is closed and vacant, the Principals agree to that the Nuisance Property be placed on the Seattle Department of Construction and Inspections Vacant Building Monitoring Program and enter the Nuisance Property into SPD Vacant Building Program. The Principals agree to execute a Vacant Building Trespass Authorization with regard to the Nuisance Property.

C. Until the Nuisance Property is closed, and upon reopening of the Nuisance Property, the following actions must be taken by the Principals and their agents/employees:

a. Permit only registered guests to remain on the property. Implement, maintain and enforce a strict, zero-tolerance 'no visitor' policy for registered guests at the Nuisance Property. Remove and ban any registered guest who violates the 'no visitor' policy.

b. Require each registered guest to produce valid identification upon check-in. Scan a copy of the valid identification and place it in a digital database. Make the digital database available for inspection by SPD upon request.

c. Restrict the number of registered guests to two persons per room unless the guest has children.

d. Decline to rent a room to anyone requesting to rent a room for less than a full day and not allow anyone to rent a room for longer than one week

e. Require each registered guest to acknowledge receipt of a copy of the guest rules and strictly enforce the guest rules.

f. Post a copy of the guest rules in all common areas of the Nuisance Property, including any parking or garage areas.

g. Post clearly visible signs throughout the Nuisance property stating "This motel is working with the Seattle Police Department. No Loitering, Drug Activity, Prostitution or Unregistered Persons Allowed."

h. Require registered guests to register their motor vehicles at the front desk and obtain a daily parking pass which must be posted in the front window of the vehicle. Daily parking passes will only be issued to registered guests who provide a valid driver's license for identification and for vehicles that have current tabs on their license plates.

i. Only vehicles with valid daily parking passes may park on the Nuisance Property. Inspect the parking areas daily and immediately remove any vehicles that do not have a valid daily parking pass posted in the front window of the vehicle. Place signs in the parking areas notifying guests and the public that vehicles without valid daily parking passes will be towed.

j. Provide housekeeping to each room at least every other day and between guest occupancies. Any registered guest refusing housekeeping services for more than one day will be immediately removed from the premises and banned from renting in the future.

k. Ensure that all employees are trained to recognize controlled substances and drug paraphernalia. Any registered guest suspected of such use or possession shall be immediately removed from the Nuisance Property and banned from renting in the future.

l. Implement and follow a zero-tolerance policy toward controlled substance use or possession on the Nuisance Property. Any registered guest that uses, sells, distributes or purchases controlled substances will be immediately removed from the Nuisance Property and banned from renting in the future.

m. Implement and follow a zero-tolerance policy towards prostitution. Any registered guest that either patronizes a prostitute, engages in prostitution, or promotes prostitution will be immediately removed from the Nuisance Property and banned from renting in the future.

n. Any registered guest who leaves drug paraphernalia or controlled substances in a room after checking out will be banned from renting at the Nuisance Property in the future.

o. Require all employees to provide valid government-issued photo identification as a condition of employment. Principals shall not employ any person that has previously been employed at the Nuisance Property, with the exception of current employees: Brandon Lee DOB 5/5/1956 and Sung Joong Park DOB 12/15/1956. Principals shall evaluate all applicants that have criminal history under the Fair Chance Employment Act and deny employment to any person with a criminal history where there is a legitimate business reason to do so, in accordance with the provisions of the act.

Principals shall provide names and dates of birth of anyone employed at the Nuisance Property.

p. Employ an on-site manager on the Nuisance Property and have an employee present at the front desk 24 hours a day.

q. Maintain an incident log of significant activities, suspected criminal conduct, and community concerns. Make the log available for inspection by SPD upon request.

r. Maintain the Nuisance Property in an aesthetically pleasing manner including, but not limited to, picking up all trash on a daily basis, maintaining adequate dumpster service, preventing overflowing dumpsters (preferably enclosing or locking them), repairing all broken windows, preventing exterior storage, completing overdue maintenance and immediately removing all graffiti.

s. Install and maintain, a 24-hour security camera and recording system. Mount cameras to provide the on-site manager and employees with an immediate view of otherwise unobservable areas, including the parking lot, garage, all entrances and exits and the entire outside perimeter. Video recordings will be retained for a minimum of 21 days and will be provided to SPD upon request.

t. Retain a private security company to patrol the Nuisance Property and enforce rules/regulations 24 hours a day. This security company must be licensed, bonded and provide staff that rotates on a weekly basis.

u. Inspect common areas, the parking lot, and the outside premises of the Nuisance Property at least 5 times per day.

v. Provide SPD with a telephone number for the Nuisance Property that will be answered by a live person 24 hours a day.

w. Obtain a CPTED (Crime Prevention Through Environmental Design) review for the Nuisance Property and implement all recommended measures.

x. Immediately call 911 when any criminal activity is observed at or near the Nuisance Property, including narcotics activity, prostitution activity, or any other illegal activity. All Principals, agents and employees shall cooperate with SPD in its investigations and shall be available for testimony in any criminal trials.

y. All agents and employees shall be made aware of the terms of this agreement and all employees shall comply with the terms of the agreement.

z. Terminate the employment of any employee or manager who violates the terms of this agreement or is engaged in criminal activity.

aa. From 8:00 pm, until no earlier than 6:00 am, keep all doors locked in a manner that prevents unauthorized entry onto the Nuisance Property.

bb. The Nuisance Property will be a part of SPD's Conditions of Entry Trespass Program.

cc. Ensure that all the "Conditions of Entry" trespass signs provided by SPD are posted by all entry and exit ways.

dd. Meet with a representative of SPD on a regular basis to review actions, activities, and progress under this Agreement. SPD will provide Principals with a weekly report of any reported Nuisance activity on the Nuisance Property.

ee. The City may, in its sole discretion, enter onto the Nuisance Property to inspect the Nuisance Property as may be necessary to determine compliance with the terms of this Agreement, and that the Principals will cooperate with the City in obtaining access and inspection.

ff. Principals shall obtain and keep current all licenses required to operate as required by the City of Seattle, King County, the State of Washington and the Department of Health. Principals shall remain in compliance with WAC 246-360-020.

gg. Principals shall remain in compliance with any local, state or federal laws which regulate the business at the Nuisance Property.

#### **6. 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 Principals may not abate the nuisance in whole or in part within the time allowed in Section 4 due to circumstances beyond the control of Principals 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 Principals 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.

#### **7. Default or Breach of Agreement**

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

A. Failure of the Principals to initiate the steps described in Section 5 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 Principals 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 Principals with the City's right to enter the Nuisance Property as provided herein.

#### **8. Remedies for Default/Failure to Abate Nuisance**

The Principals agree that if they fail to timely take the steps identified in this Agreement, the City may:

- Declare the Principals to be in default and terminate this Agreement,
- Take all steps provided by law to abate the nuisance and recover its costs,
- expenses, and monetary penalties pursuant to SMC 10.09 from the Principals,
- 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 6.208.020.

#### **8. Survival of Terms of Agreement**

A. The provisions and steps set forth in this Agreement shall survive the time set forth for abatement set forth in Section 5 and any extension thereof. The Parties agree that upon successful abatement and correction of the nuisance, the Principals shall remain obligated to take all reasonable steps to ensure that a recurrence of the abated nuisance does not take place. For a period of 24 months following the full abatement of the nuisance, as determined by the City, if the Principals reopen any type of business on the Nuisance Property, they will be required to comply with the conditions set forth in section 5C of this agreement. Upon termination of the 24 month period, the Principals shall be required to meet with SPD and have SPD approve written operating procedures for the Nuisance Property in order to continue to operate its business.

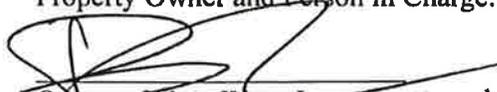
B. This agreement, including representations, admissions, and actions (or inactions) may be considered, used, or referenced in any future nuisance action or correction agreement.

CITY OF SEATTLE:



Carmen Best, Chief  
Seattle Police Department

Property Owner and Person in Charge:



Owner of Next Wave Investments and the  
Everspring Inn