

Ordinance No. 121164

Council Bill No. 114560

AN ORDINANCE relating to land use and zoning; amending pages 151 and 165 of the Official Land Use Map to rezone property located at 6550 32nd Avenue S.W. (High Point Garden Community) from Multifamily Lowrise 1 to a combination of Lowrise 2, Lowrise 4, and Neighborhood Commercial 2 with a 40' height limit; and accepting a Property Use and Development Agreement in connection therewith. (Petition of Seattle Housing Authority, C.F. 305400, Application, 2105600)

CF No. _____

Date Introduced: <u>MAY 12 2003</u>		
Date 1st Referred: <u>MAY 12 2003</u>	To: (committee)	<u>COMMITTEE OF WHOLE</u>
Date Re - Referred:	To: (committee)	
Date Re - Referred:	To: (committee)	
Date of Final Passage: <u>5-27-03</u>	Full Council Vote:	<u>8-0</u>
Date Presented to Mayor: <u>5-28-03</u>	Date Approved:	<u>6/4/03</u>
Date Returned to City Clerk: <u>6/4/03</u>	Date Published:	<u>2 pp</u>
Date Vetted by Mayor:	Date Veto Published:	T.O. <input checked="" type="checkbox"/> F.T. <input type="checkbox"/>
Date Passed Over Veto:	Veto Sustained:	

The City of Seattle - Legislative Department

Council Bill/Ordinance sponsored by: Richard

Committee Action:

COW
5-19-03 Pass As Amended: Condon, Mc

Chairman

5-27-03 Passed 8-0 (Absent: Willis)

This file is complete and ready for presentation to Full Council. Commit

Law Department

Law Dept. Review

OMP
Review

City Clerk
Review

Co

The City of Seattle - Legislative Department

Council Bill/Ordinance sponsored by: Richard J. McLean
Councilmember

Committee Action:

5-19-03 Pass As Amended: Conlin, McIver, Pageley,
Steinbock, Wills

5-27-03 Passed B.O. (Absent: Wills)

This file is complete and ready for presentation to Full Council. Committee: _____
(initial/date)

Law Department

Law Dept. Review

OMP
Review

City Clerk
Review

Electronic
Copy Loaded

Indexed

NOTICE IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE
IT IS DUE TO THE QUALITY OF THE DOCUMENT

ORDINANCE 121164

AN ORDINANCE relating to land use and zoning; amending pages 151 and 165 of the Official Land Use Map to rezone property located at 6550 32nd Avenue S.W. (High Point Garden Community) from Multifamily Lowrise 1 to a combination of Lowrise 2, Lowrise 4, and Neighborhood Commercial 2 with a 40' height limit; and accepting a Property Use and Development Agreement in connection therewith. (Petition of Seattle Housing Authority, C.F. 305400, Application. 2105600)

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. This Ordinance affects the property described in the legal description attached to this Ordinance as Exhibit A (the "Property").

Section 2. The Official Land Use Map zone classification for the Property, as adopted by Ordinance 110570 and last amended by Ordinance 116152, and established on pages 151 and 165 of the Official Land Use Map, is amended to rezone the Property from Lowrise 1 to a combination of Lowrise 2, Lowrise 4 and Neighborhood Commercial 2 with a forty-foot height limit, as shown in Exhibit B attached to this Ordinance, and subject to the terms and conditions described in Section 3, below.

Section 3. The Property Use and Development Agreement that was executed by Seattle Housing Authority, owner of the Property, by which said owner agrees to certain restrictions upon the property to ameliorate the adverse impacts of uses and developments otherwise permitted in the Lowrise 2, Lowrise 4 and Neighborhood Commercial 2 zones upon property in the vicinity, is hereby accepted and attached to this Ordinance as Exhibit C.

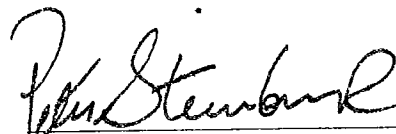
Section 4. Pursuant to SMC Section 23.76.060B(1)(b), the rezone of the Property shall expire and be of no force and effect ten (10) years from the effective date of the approval of this rezone, or, if construction permits have been applied for or issued at that time, until expiration of those permits.



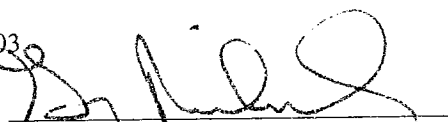
Section 5. The City Clerk is hereby authorized and directed to file a copy of said Property Use and Development Agreement and of this Ordinance at the King County Records and Elections Division, to file the original of the Property Use and Development Agreement with this Ordinance at the City Clerk's Office, and to deliver copies of the same to the Director of the Department of Design, Construction and Land Use and to the King County Assessor's Office.

Section 6. This Ordinance shall take effect and be in force thirty (30) days from and after its passage and approval by the Mayor, but if not approved and returned by the Mayor within ten (10) days after presentation, it shall take effect as provided by Municipal Code Section 1.04.020.

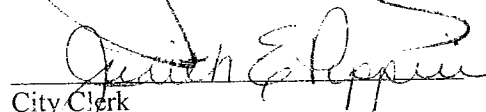
Passed by the City Council the 27th day of May, 2003, and signed by me in open session in authentication of its passage this 27th day of May, 2003.


President of the City Council

Approved this 4 day of June, 2003


Mayor

Filed this 4th day of June, 2003


City Clerk

(SEAL)

Exhibit A: Legal Description
Exhibit B: Rezone Map
Exhibit C: Property Use and Development Agreement

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE IT IS DUE TO THE QUALITY OF THE DOCUMENT.



Exhibit A: Legal Description

Legal Description of Proposed SHA High Point Revitalization Site
As provided to applicant by Bush, Roed, & Hitchings Inc., on 2/26/03

DESCRIPTION:

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 24 AND OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 25, ALL IN TOWNSHIP 24 NORTH, RANGE 3 EAST, W.M., IN KING COUNTY, WASHINGTON, INCLUDING PORTIONS OF HIGH POINT ADDITION, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 31 OF PLATS, PAGE 35, IN KING COUNTY, WASHINGTON, AND WEST SIDE ADDITION TO WEST SEATTLE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 7 OF PLATS, PAGE 48, IN KING COUNTY, WASHINGTON, AND SUPPLEMENTAL PLAT OF HIGH POINT ADDITION, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 32 OF PLATS, PAGE 23, IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 24;
THENCE ON THE EAST LINE THEREOF SOUTH 0°28'57" WEST 30.00 FEET;
THENCE ON A LINE THAT IS PARALLEL TO THE NORTH LINE OF THE SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER, NORTH 89°34'50" WEST 313.31 FEET;
THENCE SOUTH 69°19'05" WEST 216.67 FEET;
THENCE SOUTH 14°15'10" EAST 604.99 FEET;
THENCE SOUTH 1°00'25" EAST, 1,963.83 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SAID SECTION 25;
THENCE ON SAID SOUTH LINE NORTH 89°33'52" WEST 862.02 FEET TO A POINT ON THE EAST MARGINAL LINE OF SYLVAN WAY;
THENCE ALONG SAID MARGINAL LINE NORTH 20°51'19" WEST 32.20 FEET TO A POINT ON THE EASTERLY EXTENSION OF THE NORTH MARGIN OF WEST HOLLY STREET;
THENCE ALONG SAID NORTH MARGIN, NORTH 89°33'52" WEST, 780.87 FEET TO THE EAST MARGIN OF 32ND AVENUE SOUTHWEST;
THENCE ALONG SAID EAST MARGIN NORTH 0°48'55" EAST, 1,244.11 FEET TO THE EXTENDED-NORTH MARGIN OF THE ALLEY ALONG THE SOUTH LINE OF LOTS 6 AND 7 IN

Exhibit A: Legal Description



NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE IT IS DUE TO THE QUALITY OF THE DOCUMENT.

GB
High Point Ord.
5/5/03 Version 3

BLOCK 9 OF SAID HIGH POINT ADDITION TO THE CITY OF SEATTLE;
THENCE ALONG SAID NORTH MARGIN OF THE ALLEY NORTH 89°32'34" WEST,
328.81 FEET
TO THE EAST MARGIN OF 34TH AVENUE SOUTHWEST;
THENCE ALONG THE SAID EAST MARGIN NORTH 0°52'34" EAST, 70.98 FEET TO
THE
SOUTHERLY MARGIN OF WEST GRAHAM STREET;
THENCE NORTH 0°43'48" EAST ACROSS WEST GRAHAM STREET 88.93 FEET TO THE
NORTHEAST CORNER OF WEST GRAHAM STREET AND 34TH AVENUE SOUTHWEST;
THENCE ALONG THE NORTHERLY MARGIN OF WEST GRAHAM STREET, WESTERLY ON A
CURVE TO THE RIGHT OF A UNIFORM RADIUS OF 300.00 FEET, THROUGH AN ARC
DISTANCE OF 78.30 FEET;
THENCE CONTINUING ALONG SAID NORTHERLY MARGIN SOUTH 78°17'23" WEST,
165.60
FEET TO A POINT ON THE EAST PROPERTY LINE OF LOT 2, BLOCK 7, HIGH
POINT ADDITION
TO THE CITY OF SEATTLE SUPPLEMENTAL PLAT; THENCE ALONG SAID LAST
DESCRIBED
LINE NORTH 0°40'30" EAST 115.91 FEET TO A POINT ON THE SOUTH PROPERTY
LINE OF LOT
11, BLOCK 7, HIGH POINT ADDITION TO THE CITY OF SEATTLE, SUPPLEMENTAL
PLAT;
THENCE ALONG SAID LAST MENTIONED PROPERTY LINE NORTH 89°33'03" WEST,
86.00
FEET TO A POINT ON THE EAST LINE OF 35TH AVENUE SOUTHWEST;
THENCE NORTH 0°40'30" EAST, ALONG SAID EAST MARGIN 481.47 FEET TO THE
SOUTH
MARGIN OF WEST RAYMOND STREET;
THENCE SOUTH 89°33'03" EAST ALONG SAID SOUTH MARGIN 656.98 FEET TO THE
EAST
MARGIN OF 32ND AVENUE SOUTHWEST EXTENDED SOUTHERLY;
THENCE NORTH 0°37'54" EAST, ALONG SAID EAST MARGIN 663.92 FEET TO THE
SOUTH
MARGIN OF WEST JUNEAU STREET;
THENCE SOUTH 89°34'50" EAST, ALONG SAID SOUTH MARGIN 621.42 FEET;
THENCE NORTH 0°34'38" EAST 30.00 FEET TO THE SOUTH MARGIN OF WEST
JUNEAU
STREET AS DEDICATED IN THE PLAT OF WEST SIDE ADDITION TO WEST SEATTLE,
ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 7 OF PLATS, PAGE 48,
IN KING
COUNTY, WASHINGTON;
THENCE SOUTH 89°34'50" EAST ALONG SAID SOUTH MARGIN 44.73 FEET TO THE
EAST
MARGIN OF 30TH AVENUE SOUTHWEST EXTENDED SOUTHERLY;
THENCE NORTH 0°21'51" EAST ALONG SAID EAST MARGIN 290.50 FEET;
THENCE SOUTH 89°38'20" EAST 580.00 FEET TO A MONUMENT;
THENCE SOUTH 0°21'51" WEST 291.19 FEET TO THE SOUTH MARGIN OF WEST
JUNEAU
STREET;
THENCE SOUTH 89°34'50" EAST ALONG SAID SOUTH MARGIN 698.10 FEET TO THE
NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF
SAID SECTION 24 AND THE PLACE OF BEGINNING;

Exhibit A: Legal Description

2



NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE
IT IS DUE TO THE QUALITY OF THE DOCUMENT.

GB
High Point Ord.
5/5/03 Version 3

EXCEPT THAT PART DESCRIBED AS FOLLOWS:

A PARCEL OF LAND IN THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 24 NORTH,
RANGE 3 EAST, W.M., IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE CONCRETE MONUMENT MARKING THE INTERSECTION OF SYLVAN WAY SOUTHWEST AND SOUTHWEST HOLLY STREET;
THENCE SOUTH 89°33'52" EAST 35.47 FEET TO THE NORTHWEST CORNER OF SOUTHWEST HOLLY STREET, AS VACATED UNDER CITY OF SEATTLE ORDINANCE NUMBER 77187, AND
THE TRUE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL;
THENCE CONTINUING SOUTH 89°33'52" EAST ALONG THE NORTHERLY MARGIN OF SAID VACATED SOUTHWEST HOLLY STREET AND ITS PROJECTION EASTERLY 1,173.21 FEET TO
THE EASTERLY LINE OF SAID NORTHWEST QUARTER OF SECTION 25;
THENCE NORTH 0°27'02" EAST ALONG SAID EASTERLY LINE 12.00 FEET;
THENCE NORTH 89°33'52" WEST 1,146.23 FEET;
THENCE NORTH 0°27'02" EAST 8.02 FEET;
THENCE NORTH 89°33'52" WEST 34.87 FEET TO THE EASTERLY MARGIN OF SYLVAN WAY SOUTHWEST;
THENCE SOUTH 21°03'52" EAST ALONG SAID EASTERLY MARGIN 21.52 FEET, MORE OR
LESS, TO THE TRUE POINT OF BEGINNING.

AND ALSO THAT PORTION DESCRIBED AS FOLLOWS:

A PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 24,
TOWNSHIP 24 NORTH, RANGE 3 EAST, W.M., IN KING COUNTY, WASHINGTON, DESCRIBED
AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EAST LINE OF SAID SUBDIVISION AND A LINE
30 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE THEREOF;
THENCE WEST ALONG SAID PARALLEL LINE 313.31 FEET TO THE TRUE POINT OF BEGINNING;
THENCE SOUTH 69°19'05" WEST 216.67 FEET;
THENCE NORTH 14°15'10" WEST TO A LINE 30 FEET SOUTH OF AND PARALLEL TO THE
NORTH LINE OF SAID SUBDIVISION;
THENCE EAST ALONG SAID PARALLEL LINE TO THE TRUE POINT OF BEGINNING.

AND ALSO EXCEPT THAT PART IN ROADS.

Exhibit A: Legal Description



NOTICE: IF THE DOCUMENT IN THIS FOLDER IS NOT A TRUE COPY, IT IS DUE TO THE QUALITY OF THE DOCUMENT.

GB
High Point Ord.
5/5/03 Version 3

TOGETHER WITH THE FOLLOWING DESCRIBED PROPERTY:

A TRACT OF LAND LYING IN THE COUNTY OF KING, STATE OF WASHINGTON, AND DESCRIBED AS FOLLOWS:

BEING A PORTION OF THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 24 NORTH,
RANGE 3 EAST, W.M., IN KING COUNTY, WASHINGTON, INCLUDING PORTIONS OF HIGH POINT ADDITION AND SAWYER'S HOME TRACTS ADDITION, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 15 OF PLATS, PAGE 9, IN KING COUNTY, WASHINGTON;
SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER OF SAID SECTION 25;
THENCE NORTH 89°36'40" WEST ALONG THE EAST AND WEST CENTER LINE OF SAID SECTION FOR 913.13 FEET TO THE WEST LINE OF TWENTY-EIGHTH AVENUE SOUTHWEST;
THENCE NORTH 18°20'20" WEST ALONG THE WEST LINE OF SAID TWENTY-EIGHTH AVENUE FOR 31.68 FEET, TO THE TRUE POINT OF BEGINNING;
THENCE NORTH 89°36'40" WEST ALONG THE NORTH LINE OF WEST MYRTLE STREET FOR 1,080.78 FEET;
THENCE NORTH 0°49'06" EAST FOR 0.22 FEET;
THENCE NORTH 89°39'32" WEST FOR 308.25 FEET TO THE SOUTHWEST CORNER OF BLOCK 2
IN THE PLAT OF SAWYER'S HOME TRACTS ADDITION;
THENCE NORTH 0°56'01" EAST ALONG THE EASTERLY MARGIN OF THIRTY-FOURTH AVENUE SOUTHWEST FOR 634.11 FEET;
THENCE SOUTH 89°36'14" EAST FOR 0.19 FEET;
THENCE NORTH 0°56'36" EAST ALONG THE EASTERLY MARGIN OF THIRTY-FOURTH AVENUE SOUTHWEST FOR 634.09 FEET TO AN INTERSECTION WITH THE SOUTH MARGIN
OF WEST HOLLY STREET;
THENCE SOUTH 89°35'50" EAST ALONG THE SOUTH MARGIN OF WEST HOLLY STREET FOR 141.00 FEET;
THENCE NORTH 0°56'36" EAST FOR 30.0 FEET;
THENCE SOUTH 89°35'50" EAST FOR 9.18 FEET
THENCE NORTH 0°52'46" EAST ALONG THE EASTERLY MARGIN OF THE ALLEY IN BLOCK 16
AND A PORTION OF BLOCK 9 IN THE PLAT OF HIGH POINT ADDITION FOR 1,239.62 FEET;
THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 15 FEET AND CONSUMING AN ANGLE OF 89°33'24" FOR AN ARC DISTANCE OF 23.45 FEET;
THENCE SOUTH 89°33'50" EAST ALONG THE SOUTH MARGIN OF THE ALLEY FOR 108.93 FEET TO AN INTERSECTION WITH THE WEST MARGIN OF THIRTY-SECOND AVENUE

Exhibit A: Legal Description



GB
High Point Ord.
5/5/03 Version 3

SOUTHWEST;
THENCE SOUTH 0°49'06" WEST FOR 1,284.47 FEET TO AN INTERSECTION WITH
THE SOUTH
MARGIN OF WEST HOLLY STREET;
THENCE SOUTH 89°35'50" EAST ALONG SAID SOUTH MARGIN FOR 529.12 FEET TO
AN
INTERSECTION WITH THE WEST LINE OF THE EAST HALF OF THE EAST HALF OF
THE
NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF
SAID SECTION 25;
THENCE SOUTH 0°43'54" WEST ALONG SAID WEST LINE FOR 302.00 FEET;
THENCE SOUTH 89°36'02" EAST FOR 166.53 FEET TO AN INTERSECTION WITH
THE EAST
LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION
25;
THENCE SOUTH 0°42'10" WEST ALONG THE EAST LINE OF THE SOUTHWEST
QUARTER OF
THE NORTHWEST QUARTER FOR 361.98 FEET TO THE SOUTH MARGIN OF WEST
WILLOW
STREET;
THENCE SOUTH 89°36'14" EAST ALONG THE SOUTH LINE OF WEST WILLOW STREET
FOR
204.68 FEET TO AN INTERSECTION WITH THE WESTERLY MARGIN OF TWENTY-
EIGHTH
AVENUE SOUTHWEST;
THENCE SOUTH 18°20'20" EAST ALONG THE WESTERLY MARGIN OF SAID TWENTY-
EIGHTH
AVENUE SOUTHWEST FOR 637.70 FEET TO THE TRUE POINT OF BEGINNING;

EXCEPT THAT PART AS FOLLOWS:

THAT PORTION OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF
SECTION 25, TOWNSHIP 24 NORTH, RANGE 3 EAST, W.M., IN KING COUNTY,
WASHINGTON,
DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EAST MARGIN OF 34TH AVENUE
SOUTHWEST
AND THE NORTH MARGIN OF WEST MYRTLE STREET IN THE CITY OF SEATTLE;
THENCE NORTH 0°56'01" EAST ALONG THE SAID EAST MARGIN 622.20 FEET TO
THE TRUE
POINT OF BEGINNING;
THENCE SOUTH 89°29'59" EAST 232.28 FEET;
THENCE SOUTH 0°54'01" WEST 168.36 FEET;
THENCE SOUTH 89°05'59" EAST 195.80 FEET;
THENCE NORTH 0°54'01" EAST 358.98 FEET;
THENCE NORTH 89°05'59" WEST 198.80 FEET;
THENCE SOUTH 0°54'01" WEST 180.62 FEET;
THENCE NORTH 89°29'59" WEST 232.28 FEET TO THE EAST MARGIN OF 34TH
AVENUE
SOUTHWEST;

Exhibit A: Legal Description



NOTICE:
IF THE DOCUMENT IN THIS FOLDER IS LESS CLEAR THAN THIS NOTICE
IT IS DUE TO THE QUALITY OF THE DOCUMENT.

GB
High Point Ord.
5/5/03 Version 3

THENCE SOUTH 0°56'01" WEST ALONG THE SAID EAST MARGIN 10 FEET TO THE
TRUE
POINT OF BEGINNING;

AND ALSO EXCEPT THAT PART AS FOLLOWS:

THOSE PORTIONS OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF
SECTION 25, TOWNSHIP 24 NORTH, RANGE 3 EAST, W.M., IN KING COUNTY,
WASHINGTON,
MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EAST MARGIN OF 34TH AVENUE
SOUTHWEST
AND THE NORTH MARGIN OF WEST MYRTLE STREET, IN THE CITY OF SEATTLE;
THENCE NORTH 0°56'01" EAST ALONG THE EAST MARGIN OF 34TH AVENUE
SOUTHWEST
622.20 FEET;
THENCE SOUTH 89°29'59" EAST 232.28 FEET;
THENCE SOUTH 0°34'01" WEST 168.36 FEET TO THE FIRST TRUE POINT OF
BEGINNING;
THENCE CONTINUING SOUTH 0°54'01" WEST 212.65 FEET;
THENCE SOUTH 89°05'59" EAST 195.80 FEET;
THENCE NORTH 0°54'01" EAST 212.65 FEET;
THENCE NORTH 89°05'59" WEST 195.80 FEET TO THE FIRST TRUE POINT OF
BEGINNING,
AND THEN;
THENCE NORTH 0°54'01" EAST 358.98 FEET TO THE SECOND TRUE POINT OF
BEGINNING;
THENCE SOUTH 89°05'59" EAST 195.80 FEET;
THENCE NORTH 0°54'01" EAST 201.28 FEET;
THENCE NORTH 89°05'59" WEST 195.80 FEET;
THENCE SOUTH 0°54'01" WEST 201.28 FEET TO THE SECOND TRUE POINT OF
BEGINNING;

AND ALSO EXCEPT THAT PORTION OF THE SOUTHWEST QUARTER OF THE NORTHWEST
QUARTER OF SECTION 25, TOWNSHIP 24 NORTH, RANGE 3 EAST, W.M., IN KING
COUNTY,
WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EASTERLY MARGIN OF 34TH AVENUE
SOUTHWEST AND THE NORTHERLY MARGIN OF WEST MYRTLE STREET IN THE CITY
OF
SEATTLE;
THENCE NORTH 0°56'01" EAST ALONG THE SAID EASTERLY MARGIN OF 34TH
AVENUE
SOUTHWEST FOR 632.20 FEET TO THE TRUE POINT OF BEGINNING;
THENCE SOUTH 89°29'59" EAST FOR 232.28 FEET;
THENCE NORTH 0°54'01" EAST FOR 381.90 FEET;
THENCE NORTH 89°05'59" WEST FOR 56.80 FEET;
THENCE NORTH 0°56'36" EAST FOR 33.00 FEET;
THENCE NORTH 89°35'50" WEST FOR 175.00 FEET TO AN INTERSECTION WITH
THE

Exhibit A: Legal Description



GB
High Point Ord.
5/5/03 Version 3

EASTERLY MARGIN OF 34TH AVENUE SOUTHWEST;
THENCE SOUTH 0°56'36" WEST ALONG SAID EASTERLY MARGIN FOR 413.09 FEET;
THENCE NORTH 89°36'14" WEST FOR 0.19 FEET;
THENCE SOUTH 0°56'01" WEST FOR 1.91 TO THE TRUE POINT OF BEGINNING;

AND ALSO EXCEPT THAT PORTION OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 24 NORTH, RANGE 3 EAST, W.M., IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT AN EXISTING MONUMENT AT THE INTERSECTION OF THE CENTERLINE OF 34TH AVENUE SOUTHWEST AND SOUTHWEST MYRTLE STREET;
THENCE SOUTH 89°36'26" EAST, ALONG THE CENTERLINE OF SAID SOUTHWEST MYRTLE STREET, 30.00 FEET;
THENCE NORTH 00°56'12" EAST 30.00 FEET, TO THE INTERSECTION OF THE NORTH MARGIN OF SAID SOUTHWEST MYRTLE STREET WITH THE EAST MARGIN OF SAID 34TH AVENUE SOUTHWEST;
THENCE NORTH 00°56'12" EAST, ALONG SAID EAST MARGIN, 1,047.20 FEET;
THENCE SOUTH 89°35'39" EAST 657.07 FEET TO THE WEST MARGIN OF 31ST AVENUE SOUTHWEST AND THE TRUE POINT OF BEGINNING;
THENCE SOUTH 00°46'35" WEST ALONG SAID WEST MARGIN 173.16 FEET TO THE MOST NORTHERLY LINE OF PARCEL DESCRIBED IN DOCUMENT RECORDED UNDER KING COUNTY RECORDING NUMBER 7708010863;
THENCE NORTH 89°25'00" WEST ALONG SAID NORTHERLY LINE 229.60 FEET TO THE EASTERLY LINE OF THE MOST NORTHERLY PARCEL DESCRIBED IN DOCUMENT RECORDED UNDER KING COUNTY RECORDING NUMBER 4185426;
THENCE NORTH 00°54'12" EAST ALONG SAID EASTERLY LINE 137.26 FEET TO THE NORTHERLY LINE OF SAID MOST NORTHERLY PARCEL DESCRIBED IN DOCUMENT RECORDED UNDER KING COUNTY RECORDING NUMBER 4185426;
THENCE NORTH 89°05'48" WEST ALONG SAID NORTHERLY LINE AND ITS WESTERLY EXTENSION 252.60 FEET TO THE EASTERLY LINE OF PARCEL DESCRIBED IN DOCUMENT RECORDED UNDER KING COUNTY RECORDING NUMBER 5077825;
THENCE NORTH 00°56'47" EAST ALONG SAID EASTERLY LINE 33.00 FEET TO A POINT FROM WHICH THE TRUE POINT OF BEGINNING BEARS SOUTH 89°35'39" EAST;
THENCE SOUTH 89°35'39" EAST 481.81 FEET TO THE TRUE POINT OF BEGINNING;

AND ALSO EXCEPT THAT PORTION OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 24 NORTH, RANGE 3 EAST, W.M., IN KING COUNTY, WASHINGTON, LYING EASTERLY OF A LINE DESCRIBED AS FOLLOWS:

Exhibit A: Legal Description

7



GB
High Point Ord.
5/5/03 Version 3

COMMENCING AT THE NORTHEAST CORNER OF SAID SOUTHWEST QUARTER;
THENCE ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER, NORTH 89°33'52"
WEST
181.10 FEET;
THENCE SOUTH 0°26'08" WEST 30 FEET TO THE TRUE POINT OF BEGINNING,
OF SAID
LINE;
THENCE SOUTH 2°01'45" EAST 301.90 FEET;
THENCE SOUTH 13°29'00" EAST 130.79 FEET;
THENCE SOUTH 28°44'06" EAST 192.48 FEET;
THENCE SOUTH 0°41'38" WEST 67.18 FEET;
THENCE SOUTH 89°35'08" EAST 40.00 FEET, MORE OR LESS, TO THE EAST LINE
OF SAID
SOUTHWEST QUARTER.

AND ALSO EXCEPT THAT PORTION COMMENCING AT THE INTERSECTION OF THE
NORTH
MARGIN OF SOUTHWEST MYRTLE STREET AND THE WEST LINE OF THE SOUTHWEST
QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION
25,
TOWNSHIP 24 NORTH, RANGE 3 EAST, W.M., IN KING COUNTY, WASHINGTON;
THENCE SOUTH 89°36'40" EAST ALONG SAID NORTH MARGIN 171.52 FEET TO THE
TRUE
PLACE OF BEGINNING OF THIS DESCRIPTION;
THENCE NORTH 07°56'03" WEST, 347.35 FEET TO AN IRON PIPE;
THENCE NORTH 11°34'37" WEST, 266.04 FEET, MORE OR LESS, TO A POINT ON
A LINE
PARALLEL WITH AND 30.00 FEET SOUTHERLY, MEASURED AT RIGHT ANGLES TO
THE
NORTH LINE OF SAID SUBDIVISION;
THENCE SOUTH 89°36'14" EAST, 141.90 FEET, MORE OR LESS, TO THE
WESTERLY MARGIN
OF 28TH AVENUE SOUTHWEST;
THENCE SOUTH 18°20'20" EAST ALONG SAID MARGIN 637.70 FEET, MORE OR
LESS, TO THE
SAID NORTH MARGIN OF SOUTHWEST MYRTLE STREET;
THENCE NORTH 89°36'40" WEST ALONG SAID NORTH MARGIN, 241.21 FEET, MORE
OR LESS,
TO THE TRUE PLACE OF BEGINNING;

AND ALSO EXCEPT THAT PART AS FOLLOWS:

THAT PORTION OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF
SECTION 25, TOWNSHIP 24 NORTH, RANGE 3 EAST, W.M., IN KING COUNTY,
WASHINGTON,
DESCRIBED AS FOLLOWS:

BEGINNING AT AN EXISTING MONUMENT AT THE INTERSECTION OF THE
CENTERLINES
OF 34TH AVENUE SOUTHWEST AND SOUTHWEST MYRTLE STREET;
THENCE EASTERLY ALONG LAST DESCRIBED CENTERLINE ON A BEARING OF SOUTH
89°36'25" EAST, A DISTANCE OF 30.00 FEET;

Exhibit A: Legal Description



GB
High Point Ord.
5/5/03 Version 3

THENCE NORTH 0°56'12" EAST, A DISTANCE OF 30.00 FEET TO THE TRUE POINT
OF
BEGINNING OF THIS DESCRIPTION, SAID POINT BEING THE SOUTHWEST CORNER
OF THE
FOLLOWING DESCRIBED PROPERTY;

COMMENCING AT THE TRUE POINT OF BEGINNING:
THENCE NORTH 0°56'12" EAST A DISTANCE OF 622.20 FEET ALONG THE
EASTERLY MARGIN
OF 34TH AVENUE SOUTHWEST;
THENCE SOUTH 89°29'48" EAST, A DISTANCE OF 232.28 FEET;
THENCE SOUTH 0°54'12" WEST, A DISTANCE OF 381.01 FEET;
THENCE SOUTH 89°05'48" EAST, A DISTANCE OF 195.80 FEET;
THENCE NORTH 0°54'12" EAST, A DISTANCE OF 635.65 FEET;
THENCE SOUTH 89°25'00" EAST, A DISTANCE OF 229.58 FEET TO THE
INTERSECTION WITH
THE WESTERLY MARGIN OF WHAT IS COMMONLY KNOWN AS 31ST AVENUE
SOUTHWEST;
THENCE SOUTHERLY ALONG SAID MARGIN ON A BEARING OF SOUTH 0°46'35"
WEST, A
DISTANCE OF 27.22 FEET TO A BEGINNING OF CURVE (THE RADIAL CENTER OF
WHICH
BEARS SOUTH 89°13'25" EAST, A DISTANCE OF 386.70 FEET AND HAS A
CENTRAL ANGLE OF
36°16'55");
THENCE ON A CURVE TO THE LEFT IN A SOUTHEASTERLY DIRECTION, AN ARC
DISTANCE
OF 244.87 FEET TO A POINT OF REVERSE CURVATURE, (THE RADIAL CENTER OF
WHICH
BEARS SOUTH 54°29'40" WEST, A DISTANCE OF 332.15 FEET AND HAS A
CENTRAL ANGLE
OF 36°42'49");
THENCE ON A CURVE TO THE RIGHT IN A SOUTHERLY DIRECTION AN ARC
DISTANCE OF
212.83 FEET TO A POINT OF TANGENCY ON THE WESTERLY MARGIN OF WHAT IS
COMMONLY KNOWN AS 31ST AVENUE SOUTHWEST;
THENCE SOUTHERLY ALONG SAID MARGIN ON A BEARING OF SOUTH 1°12'29" WEST
A
DISTANCE OF 417.84 FEET TO A POINT OF INTERSECTION WITH THE NORTHERLY
MARGIN
OF SOUTHWEST MYRTLE STREET;
THENCE WESTERLY ALONG SAID MARGIN ON A BEARING OF NORTH 89°36'25"
WEST, A
DISTANCE OF 796.19 FEET TO A POINT OF INTERSECTION WITH THE EASTERLY
MARGIN OF
34TH AVENUE SOUTHWEST AND THE TRUE POINT OF BEGINNING;

AND ALSO EXCEPT THAT PART IN ROADS.

Exhibit A: Legal Description



FILED
CITY OF SEATTLE

Property Use and Development Agreement

2003 MAY 22 AM 10: 27

When Recorded, Return to:

CITY CLERK

THE CITY CLERK
First Floor, Municipal Building
600 4th Avenue
Seattle, WA 98104

PROPERTY USE AND DEVELOPMENT AGREEMENT

Grantor:	1) <u>Seattle Housing Authority</u>	2) _____
	<input type="checkbox"/> Additional on page _____	
Grantee:	1) <u>The City of Seattle</u>	2) _____
	<input type="checkbox"/> Additional on page _____	
Legal Description (abbreviated):	SEE ATTACHMENT 1 FOR LEGAL DESCRIPTION OF PROPERTY (High Point Garden Community, 6550 32nd Avenue S.W., generally bounded by SW Juneau Street on the north, 35 th Avenue SW on the west, SW Myrtle Street on the south, and the hillside above Longfellow Creek on the east.)	
x Additional on :	<u>ATTACHMENT 1</u>	
Assessor's Tax Parcel ID #:	<u>252403-9051-09; 252403-9049-04</u>	
Reference Nos. of Documents Released or Assigned:	<u>N/A</u>	

THIS PROPERTY USE AND DEVELOPMENT AGREEMENT (the "Agreement") is
executed this 21ST day of MAY, 2003 in favor of the City of Seattle, a Washington municipal
corporation (the "City"), by the Seattle Housing Authority (the "Owner"), a Washington
municipal corporation, owner of property legally described herein (the "Property").

Exhibit C: Property Use and Development Agreement



NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE
IT IS DUE TO THE QUALITY OF THE DOCUMENT.

RECITALS

A. The Owner has a fee simple and/or substantial beneficial interest in the Property known as the High Point Garden Community in Seattle at 6550 32nd Avenue S.W., which is legally described in Attachment 1.

B. The Owner filed a petition (C.F. 305400) with the City for a contract rezone to rezone the Property from Lowrise 1 (L1) to a combination of Lowrise 2 (L2), Lowrise 4 (L4) and Neighborhood Commercial 2 with a forty-foot height limit (NC2-40'), as shown on the rezone map on Attachment 2, subject to conditions. The purpose of the application is to allow the Owner to redevelop the High Point Garden Community under a federal HOPE VI grant with a mix of residential and commercial uses.

C. Seattle Municipal Code (SMC) Section 23.34.004 allows the City to approve a contract rezone subject to "self-imposed restrictions upon the use and development of the property in order to ameliorate adverse impacts which could occur from unrestricted use and development permitted in the zone."

D. On December 19, 2002, the Director of the Department of Design, Construction and Land Use ("DCLU") recommended that the rezone be granted, subject to conditions.

E. On March 5, 2003, the Hearing Examiner recommended that the rezone be granted, subject to conditions.

F. On May 19, 2003, the City Council Committee of the Whole voted to recommend to the full Council that the rezone be granted, subject to conditions.



AGREEMENT

Section 1. Pursuant to SMC 23.34.004, the Owner hereby covenants, bargains and agrees, on behalf of itself and its successors and assigns, that it will comply with the following limitations and conditions in consideration of the rezone of the Property from L1 to L2, L4 and NC2-40':

1. *The changes in zone designation are granted as shown in Attachment 2, as limited in this Agreement and in the ordinance approving the contract rezone. Development of each block listed below is further limited as follows:*
 - a. *The maximum number of dwelling units permitted on the Property is 1,600 dwelling units, regardless of whether the density permitted under this Agreement or permitted under the applicable zone designation for any given block is higher.*
 - b. *The following blocks are zoned Lowrise 4 (L4): Blocks 1.3-1.4, 3.2, 4.1, 8, 10-13, 16-19, 21-24, 26-31, and 33.2-33.3. The density on these blocks is limited to the following density: 1 dwelling unit/1,200 s.f. of lot area. With the exception of the density limits noted here and in subsection 1a, above, all other L4 development standards apply to these blocks. The height on these blocks is limited to the L4 height limits.*
 - c. *The following blocks are zoned L4 and are subject to L4 density, height limits and development standards: Blocks 5, 14-15, 20, 32, and 34.2-34.4. (The changes in zone designation do not include the requested departure from height for Block 14.)*
 - d. *The following blocks are zoned Lowrise 2 (L2) and are subject to L2 density and development standards: Blocks 1.1-1.2, 2-3.1, B, 9.1-9.3, 25, 33.1, and 34.5-34.6.*
 - e. *The following block is zoned Neighborhood Commercial 2 with a forty-foot height limit (NC2-40') and is subject to the NC2-40' development standards, including the NC2-40' standards for heights: Block 9.4-9.8.*
 - f. *Uses are limited as follows: Block 5A, Library; Block 5B, Health Center; Block 15, Community Park; and Block 20, Neighborhood Center.*
2. *To the extent permitted by Conditions 1 and 2 above, the changes in zone designation are established only for the development of buildings with substantially the same design and platting pattern as represented in the applicant's Building Concept Plan (Sheet A2.0), Proposed Contract Rezone*



(Sheet A3.0), and Proposed Block Zoning (Sheet A3.1), dated October 31, 2002, including the same amenities and improvements as represented in these and other plan sheets from the October 31, 2002 plans and as modified by additional City review and shown in the plans presented at the hearing on February 10, 2003. (Copies of Sheets A2.0, A3.0 and A3.1 are attached as Attachments 3, 4, and 5.) The Council acknowledges that SHA may refine the Building Concept Plan (Sheet A2.0) as to building type, design and location on the lot to reflect the evolution of the Building Concept as it continues through the public review process through continuing community and SHA input, design review and design development.

3. *A unit/building count map shall be prepared and updated prior to the submittal of applications for either future construction or with building permits, whichever occurs first, at least quarterly, and submitted to DCLU. DCLU shall maintain the unit/building count map and shall evaluate any proposed new uses or development to ensure that the restrictions, particularly those on density limits, contained in this PUDA are complied with.*
4. *SHA shall include the following language in Conditions, Covenants and Restrictions for High Point, which shall be binding on all purchasers of any portion of the Property: "...each prospective Owner is responsible for becoming apprised of the then most current Density Chart prior to acquiring any portion of the Property. Whenever any portion of the Property is conveyed, the deed shall expressly refer to the Density Restrictions and identify the maximum number of units that may be developed, constructed and operated on the property that is being conveyed by such deed."*
5. *SHA shall prepare Design Guidelines based on the Citywide Design Manual and the Conditions, Covenants and Restrictions for High Point. The Design Guidelines should be reviewed by the City's Design Review Board to confirm consistency with Citywide Design Guidelines and Design Review Board Guidance rendered for the High Point Redevelopment. The Design Guidelines shall be made part of the Conditions, Covenants and Restrictions made binding on all purchasers of any portion of the Property. Design review shall be required to the extent mandated by the Seattle Municipal Code, with the following exceptions. To ensure that proposed development is not "piecemealed" in such a fashion as to inappropriately avoid design review, any developer who develops in excess of eight units on a single block or adjacent blocks will be subject to design review even if those developments individually do not exceed eight units and are not otherwise contiguous to each other. Design review shall also be required for commercial uses, mixed-uses and minor institutional uses on the Property, and for all uses on Block 25.*
6. *On Block 25, a minimum setback is required along the west property line, a maximum front yard setback is required for uses on Block 25 and no alley access shall be required. The appropriate setbacks will be determined through administrative design review, which is required for the Block 25.*



7. *SHA must install all required streets, utilities and other infrastructure prior to occupancy of any development site with the exception that the final lift of asphalt may be completed at a later time. The development frontage street must have final pavement not more than 18 months after the development of each phase is occupied. Street trees shall be installed within 4 months of the final lift of asphalt for each phase.*
8. *SHA or its developer partners are financially responsible for any time spent by DCLU in connection with this Contract Rezone and the implementation of rezone conditions.*
9. *SHA must comply with the Replacement Housing Plan for High Point (SHA Board Resolution 4659, adopted September 16, 2002) contained in the High Point Final EIS as Appendix H (a copy is attached to this Agreement as Attachment 6).*

Section 2. This Agreement shall be recorded in the records of King County by the City Clerk. The covenants hereof shall be deemed to attach to and run with the Property and shall be binding upon the Owner, its heirs, successors and assigns, and shall apply to after-acquired title of the Owner of the Property; provided the covenants herein and the rezone shall expire and be of no force and effect ten (10) years from the effective date of the approval of this rezone, or, if construction permits have been applied for or issued at that time, until expiration of those permits.

Section 3. This Agreement may be amended or modified by agreement between the Owner and the City; provided, such amendment agreement shall be approved by the City Council by ordinance. Nothing in this Agreement shall prevent the City Council from making such further amendments to the zoning ordinance and/or Land Use Code or exercising the City's police power, as it may deem necessary in the public interest. The conditions contained in this Agreement are based on the unique circumstances applicable to this Property, and this Agreement is not intended to establish precedent for other rezones in the surrounding area.



Section 4. This Agreement is made for the benefit of the City and for the benefit of the owners of the property within 300 feet of the Property and either the City or any such property owners may institute and prosecute any proceeding at law or in equity to enforce this Agreement.

Section 5. The Owner acknowledges that compliance with the conditions of this Agreement is a condition of the subject rezone and that if the Owner avails itself of the benefits of this rezone but then fails to comply with the conditions of this Agreement with the City, in addition to pursuing any other remedy, the City may revoke the rezone by ordinance and require the use of the Property to conform to the requirements of the previously existing Lowrise 1 zone.

SIGNED this 21ST day of MAY, 2003.

OWNER, SEATTLE HOUSING AUTHORITY,
a Washington Municipal Corporation

By

Name

HARRY THOMAS

Title

EXECUTIVE DIRECTOR



STATE OF WASHINGTON

COUNTY OF KING

SS.

On this day personally appeared before me Harry Thomas, to me known to be the Executive Director of the SEATTLE HOUSING AUTHORITY, a Washington municipal corporation, the party that executed the foregoing instrument, and acknowledged such instrument to be the free and voluntary act and deed of such corporation, for the uses and purposes therein mentioned, and on oath stated that he was duly authorized to execute such instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 21st day of May, 2003.



Printed Name

Peggy J. Thompson

NOTARY PUBLIC in and for the State of Washington, residing at

Brier, WA

My Commission Expires

08-06-06

Legal Description of Proposed SHA High Point Revitalization Site
As provided to applicant by Bush, Roed, & Hitchings Inc., on 2/26/03

DESCRIPTION:

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 24 AND OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 25, ALL IN TOWNSHIP 24 NORTH, RANGE 3 EAST, W.M., IN KING COUNTY, WASHINGTON, INCLUDING PORTIONS OF HIGH POINT ADDITION, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 31 OF PLATS, PAGE 35, IN KING COUNTY, WASHINGTON, AND WEST SIDE ADDITION TO WEST SEATTLE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 7 OF PLATS, PAGE 48, IN KING COUNTY, WASHINGTON, AND SUPPLEMENTAL PLAT OF HIGH POINT ADDITION, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 32 OF PLATS, PAGE 23, IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 24;
THENCE ON THE EAST LINE THEREOF SOUTH 0°28'57" WEST 30.00 FEET;
THENCE ON A LINE THAT IS PARALLEL TO THE NORTH LINE OF THE SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER, NORTH 89°34'50" WEST 313.31 FEET;
THENCE SOUTH 69°19'05" WEST 216.67 FEET;
THENCE SOUTH 14°15'10" EAST 604.99 FEET;
THENCE SOUTH 1°00'25" EAST, 1,963.83 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SAID SECTION 25;
THENCE ON SAID SOUTH LINE NORTH 89°33'52" WEST 862.02 FEET TO A POINT ON THE EAST MARGINAL LINE OF SYLVAN WAY;
THENCE ALONG SAID MARGINAL LINE NORTH 20°51'19" WEST 32.20 FEET TO A POINT ON THE EASTERLY EXTENSION OF THE NORTH MARGIN OF WEST HOLLY STREET;
THENCE ALONG SAID NORTH MARGIN, NORTH 89°33'52" WEST, 780.87 FEET TO THE EAST MARGIN OF 32ND AVENUE SOUTHWEST;
THENCE ALONG SAID EAST MARGIN NORTH 0°48'55" EAST, 1,244.11 FEET TO THE EXTENDED-NORTH MARGIN OF THE ALLEY ALONG THE SOUTH LINE OF LOTS 6 AND 7 IN BLOCK 9 OF SAID HIGH POINT ADDITION TO THE CITY OF SEATTLE;



THENCE ALONG SAID NORTH MARGIN OF THE ALLEY NORTH 89°32'34" WEST,
328.81 FEET
TO THE EAST MARGIN OF 34TH AVENUE SOUTHWEST;
THENCE ALONG THE SAID EAST MARGIN NORTH 0°52'34" EAST, 70.98 FEET TO
THE
SOUTHERLY MARGIN OF WEST GRAHAM STREET;
THENCE NORTH 0°43'48" EAST ACROSS WEST GRAHAM STREET 88.93 FEET TO THE
NORTHEAST CORNER OF WEST GRAHAM STREET AND 34TH AVENUE SOUTHWEST;
THENCE ALONG THE NORTHERLY MARGIN OF WEST GRAHAM STREET, WESTERLY ON A
CURVE TO THE RIGHT OF A UNIFORM RADIUS OF 300.00 FEET, THROUGH AN ARC
DISTANCE OF 78.30 FEET;
THENCE CONTINUING ALONG SAID NORTHERLY MARGIN SOUTH 78°17'23" WEST,
165.60
FEET TO A POINT ON THE EAST PROPERTY LINE OF LOT 2, BLOCK 7, HIGH
POINT ADDITION
TO THE CITY OF SEATTLE SUPPLEMENTAL PLAT; THENCE ALONG SAID LAST
DESCRIBED
LINE NORTH 0°40'30" EAST 115.91 FEET TO A POINT ON THE SOUTH PROPERTY
LINE OF LOT
11, BLOCK 7, HIGH POINT ADDITION TO THE CITY OF SEATTLE, SUPPLEMENTAL
PLAT;
THENCE ALONG SAID LAST MENTIONED PROPERTY LINE NORTH 89°33'03" WEST,
86.00
FEET TO A POINT ON THE EAST LINE OF 35TH AVENUE SOUTHWEST;
THENCE NORTH 0°40'30" EAST, ALONG SAID EAST MARGIN 481.47 FEET TO THE
SOUTH
MARGIN OF WEST RAYMOND STREET;
THENCE SOUTH 89°33'03" EAST ALONG SAID SOUTH MARGIN 656.98 FEET TO THE
EAST
MARGIN OF 32ND AVENUE SOUTHWEST EXTENDED SOUTHERLY;
THENCE NORTH 0°37'54" EAST, ALONG SAID EAST MARGIN 663.92 FEET TO THE
SOUTH
MARGIN OF WEST JUNEAU STREET;
THENCE SOUTH 89°34'50" EAST, ALONG SAID SOUTH MARGIN 621.42 FEET;
THENCE NORTH 0°34'38" EAST 30.00 FEET TO THE SOUTH MARGIN OF WEST
JUNEAU
STREET AS DEDICATED IN THE PLAT OF WEST SIDE ADDITION TO 3RD SEATTLE,
ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 7 OF PLATS, PAGE 48,
IN KING
COUNTY, WASHINGTON;
THENCE SOUTH 89°34'50" EAST ALONG SAID SOUTH MARGIN 44.73 FEET TO THE
EAST
MARGIN OF 30TH AVENUE SOUTHWEST EXTENDED SOUTHERLY;
THENCE NORTH 0°21'51" EAST ALONG SAID EAST MARGIN 290.50 FEET;
THENCE SOUTH 89°38'20" EAST 580.00 FEET TO A MONUMENT;
THENCE SOUTH 0°21'51" WEST 291.19 FEET TO THE SOUTH MARGIN OF WEST
JUNEAU
STREET;
THENCE SOUTH 89°34'50" EAST ALONG SAID SOUTH MARGIN 698.10 FEET TO THE
NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF
SAID SECTION 24 AND THE PLACE OF BEGINNING;

EXCEPT THAT PART DESCRIBED AS FOLLOWS:

Attachment 1: Legal Description



A PARCEL OF LAND IN THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 24 NORTH,
RANGE 3 EAST, W.M., IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE CONCRETE MONUMENT MARKING THE INTERSECTION OF SYLVAN WAY SOUTHWEST AND SOUTHWEST HOLLY STREET;
THENCE SOUTH 89°33'52" EAST 35.47 FEET TO THE NORTHWEST CORNER OF SOUTHWEST HOLLY STREET, AS VACATED UNDER CITY OF SEATTLE ORDINANCE NUMBER 77187, AND
THE TRUE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL;
THENCE CONTINUING SOUTH 89°33'52" EAST ALONG THE NORTHERLY MARGIN OF SAID VACATED SOUTHWEST HOLLY STREET AND ITS PROJECTION EASTERLY 1,173.21 FEET TO
THE EASTERLY LINE OF SAID NORTHWEST QUARTER OF SECTION 25;
THENCE NORTH 0°27'02" EAST ALONG SAID EASTERLY LINE 12.00 FEET;
THENCE NORTH 89°33'52" WEST 1,146.23 FEET;
THENCE NORTH 0°27'02" EAST 8.02 FEET;
THENCE NORTH 89°33'52" WEST 34.87 FEET TO THE EASTERLY MARGIN OF SYLVAN WAY SOUTHWEST;
THENCE SOUTH 21°03'52" EAST ALONG SAID EASTERLY MARGIN 21.52 FEET, MORE OR LESS, TO THE TRUE POINT OF BEGINNING.

AND ALSO THAT PORTION DESCRIBED AS FOLLOWS:

A PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 24,
TOWNSHIP 24 NORTH, RANGE 3 EAST, W.M., IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EAST LINE OF SAID SUBDIVISION AND A LINE
30 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE THEREOF;
THENCE WEST ALONG SAID PARALLEL LINE 313.31 FEET TO THE TRUE POINT OF BEGINNING;
THENCE SOUTH 69°19'05" WEST 216.67 FEET;
THENCE NORTH 14°15'10" WEST TO A LINE 30 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF SAID SUBDIVISION;
THENCE EAST ALONG SAID PARALLEL LINE TO THE TRUE POINT OF BEGINNING.

AND ALSO EXCEPT THAT PART IN ROADS.

TOGETHER WITH THE FOLLOWING DESCRIBED PROPERTY:

A TRACT OF LAND LYING IN THE COUNTY OF KING, STATE OF WASHINGTON, AND

Attachment 1: Legal Description



DESCRIBED AS FOLLOWS:

BEING A PORTION OF THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 24
NORTH,
RANGE 3 EAST, W.M., IN KING COUNTY, WASHINGTON, INCLUDING PORTIONS OF
HIGH
POINT ADDITION AND SAWYER'S HOME TRACTS ADDITION, ACCORDING TO THE
PLAT
THEREOF RECORDED IN VOLUME 15 OF PLATS, PAGE 9, IN KING COUNTY,
WASHINGTON;
SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER OF SAID SECTION 25;
THENCE NORTH 89°36'40" WEST ALONG THE EAST AND WEST CENTER LINE OF
SAID
SECTION FOR 913.13 FEET TO THE WEST LINE OF TWENTY-EIGHTH AVENUE
SOUTHWEST;
THENCE NORTH 18°20'20" WEST ALONG THE WEST LINE OF SAID TWENTY-EIGHTH
AVENUE
FOR 31.68 FEET, TO THE TRUE POINT OF BEGINNING;
THENCE NORTH 89°36'40" WEST ALONG THE NORTH LINE OF WEST MYRTLE STREET
FOR
1,080.78 FEET;
THENCE NORTH 0°49'06" EAST FOR 0.22 FEET;
THENCE NORTH 89°39'32" WEST FOR 308.25 FEET TO THE SOUTHWEST CORNER OF
BLOCK 2
IN THE PLAT OF SAWYER'S HOME TRACTS ADDITION;
THENCE NORTH 0°56'01" EAST ALONG THE EASTERLY MARGIN OF THIRTY-FOURTH
AVENUE SOUTHWEST FOR 634.11 FEET;
THENCE SOUTH 89°36'14" EAST FOR 0.19 FEET;
THENCE NORTH 0°56'36" EAST ALONG THE EASTERLY MARGIN OF THIRTY-FOURTH
AVENUE SOUTHWEST FOR 634.09 FEET TO AN INTERSECTION WITH THE SOUTH
MARGIN
OF WEST HOLLY STREET;
THENCE SOUTH 89°35'50" EAST ALONG THE SOUTH MARGIN OF WEST HOLLY
STREET FOR
141.00 FEET;
THENCE NORTH 0°56'36" EAST FOR 30.0 FEET;
THENCE SOUTH 89°35'50" EAST FOR 9.18 FEET
THENCE NORTH 0°52'46" EAST ALONG THE EASTERLY MARGIN OF THE ALLEY IN
BLOCK 16
AND A PORTION OF BLOCK 9 IN THE PLAT OF HIGH POINT ADDITION FOR
1,239.62 FEET;
THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 15
FEET AND
CONSUMING AN ANGLE OF 89°33'24" FOR AN ARC DISTANCE OF 23.45 FEET;
THENCE SOUTH 89°33'50" EAST ALONG THE SOUTH MARGIN OF THE ALLEY FOR
108.93
FEET TO AN INTERSECTION WITH THE WEST MARGIN OF THIRTY-SECOND AVENUE
SOUTHWEST;
THENCE SOUTH 0°49'06" WEST FOR 1,284.47 FEET TO AN INTERSECTION WITH
THE SOUTH
MARGIN OF WEST HOLLY STREET;

Attachment 1: Legal Description



THENCE SOUTH 89°35'50" EAST ALONG SAID SOUTH MARGIN FOR 529.12 FEET TO
AN
INTERSECTION WITH THE WEST LINE OF THE EAST HALF OF THE EAST HALF OF
THE
NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF
SAID SECTION 25;
THENCE SOUTH 0°43'54" WEST ALONG SAID WEST LINE FOR 302.00 FEET;
THENCE SOUTH 89°36'02" EAST FOR 166.53 FEET TO AN INTERSECTION WITH
THE EAST
LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION
25;
THENCE SOUTH 0°42'10" WEST ALONG THE EAST LINE OF THE SOUTHWEST
QUARTER OF
THE NORTHWEST QUARTER FOR 361.98 FEET TO THE SOUTH MARGIN OF WEST
WILLOW
STREET;
THENCE SOUTH 89°36'14" EAST ALONG THE SOUTH LINE OF WEST WILLOW STREET
FOR
204.68 FEET TO AN INTERSECTION WITH THE WESTERLY MARGIN OF TWENTY-
EIGHTH
AVENUE SOUTHWEST;
THENCE SOUTH 18°20'20" EAST ALONG THE WESTERLY MARGIN OF SAID TWENTY-
EIGHTH
AVENUE SOUTHWEST FOR 637.70 FEET TO THE TRUE POINT OF BEGINNING;

EXCEPT THAT PART AS FOLLOWS:

THAT PORTION OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF
SECTION 25, TOWNSHIP 24 NORTH, RANGE 3 EAST, W.M., IN KING COUNTY,
WASHINGTON,
DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EAST MARGIN OF 34TH AVENUE
SOUTHWEST
AND THE NORTH MARGIN OF WEST MYRTLE STREET IN THE CITY OF SEATTLE;
THENCE NORTH 0°56'01" EAST ALONG THE SAID EAST MARGIN 622.20 FEET TO
THE TRUE
POINT OF BEGINNING;
THENCE SOUTH 89°29'59" EAST 232.28 FEET;
THENCE SOUTH 0°54'01" WEST 168.36 FEET;
THENCE SOUTH 89°05'59" EAST 195.80 FEET;
THENCE NORTH 0°54'01" EAST 358.98 FEET;
THENCE NORTH 89°05'59" WEST 198.80 FEET;
THENCE SOUTH 0°54'01" WEST 180.62 FEET;
THENCE NORTH 89°29'59" WEST 232.28 FEET TO THE EAST MARGIN OF 34TH
AVENUE
SOUTHWEST;
THENCE SOUTH 0°56'01" WEST ALONG THE SAID EAST MARGIN 10 FEET TO THE
TRUE
POINT OF BEGINNING;

AND ALSO EXCEPT THAT PART AS FOLLOWS:

Attachment 1: Legal Description

THOSE PORTIONS OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 24 NORTH, RANGE 3 EAST, W.M., IN KING COUNTY, WASHINGTON,
MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EAST MARGIN OF 34TH AVENUE
SOUTHWEST
AND THE NORTH MARGIN OF WEST MYRTLE STREET, IN THE CITY OF SEATTLE;
THENCE NORTH 0°56'01" EAST ALONG THE EAST MARGIN OF 34TH AVENUE
SOUTHWEST
622.20 FEET;
THENCE SOUTH 89°29'59" EAST 232.28 FEET;
THENCE SOUTH 0°34'01" WEST 168.36 FEET TO THE FIRST TRUE POINT OF
BEGINNING;
THENCE CONTINUING SOUTH 0°54'01" WEST 212.65 FEET;
THENCE SOUTH 89°05'59" EAST 195.80 FEET;
THENCE NORTH 0°54'01" EAST 212.65 FEET;
THENCE NORTH 89°05'59" WEST 195.80 FEET TO THE FIRST TRUE POINT OF
BEGINNING,
AND THEN;
THENCE NORTH 0°54'01" EAST 358.98 FEET TO THE SECOND TRUE POINT OF
BEGINNING;
THENCE SOUTH 89°05'59" EAST 195.80 FEET;
THENCE NORTH 0°54'01" EAST 201.28 FEET;
THENCE NORTH 89°05'59" WEST 195.80 FEET;
THENCE SOUTH 0°54'01" WEST 201.28 FEET TO THE SECOND TRUE POINT OF
BEGINNING;

AND ALSO EXCEPT THAT PORTION OF THE SOUTHWEST QUARTER OF THE NORTHWEST
QUARTER OF SECTION 25, TOWNSHIP 24 NORTH, RANGE 3 EAST, W.M., IN KING
COUNTY,
WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EASTERLY MARGIN OF 34TH AVENUE
SOUTHWEST AND THE NORTHERLY MARGIN OF WEST MYRTLE STREET IN THE CITY
OF
SEATTLE;
THENCE NORTH 0°56'01" EAST ALONG THE SAID EASTERLY MARGIN OF 34TH
AVENUE
SOUTHWEST FOR 632.20 FEET TO THE TRUE POINT OF BEGINNING;
THENCE SOUTH 89°29'59" EAST FOR 232.28 FEET;
THENCE NORTH 0°54'01" EAST FOR 381.90 FEET;
THENCE NORTH 89°05'59" WEST FOR 56.80 FEET;
THENCE NORTH 0°56'36" EAST FOR 33.00 FEET;
THENCE NORTH 89°35'50" WEST FOR 175.00 FEET TO AN INTERSECTION WITH
THE
EASTERLY MARGIN OF 34TH AVENUE SOUTHWEST;
THENCE SOUTH 0°56'36" WEST ALONG SAID EASTERLY MARGIN FOR 413.09 FEET;
THENCE NORTH 89°36'14" WEST FOR 0.19 FEET;
THENCE SOUTH 0°56'01" WEST FOR 1.91 TO THE TRUE POINT OF BEGINNING;

AND ALSO EXCEPT THAT PORTION OF THE SOUTHWEST QUARTER OF THE NORTHWEST

QUARTER OF SECTION 25, TOWNSHIP 24 NORTH, RANGE 3 EAST, W.M., IN KING COUNTY,
WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT AN EXISTING MONUMENT AT THE INTERSECTION OF THE CENTERLINE OF 34TH AVENUE SOUTHWEST AND SOUTHWEST MYRTLE STREET;
THENCE SOUTH 89°36'26" EAST, ALONG THE CENTERLINE OF SAID SOUTHWEST MYRTLE STREET, 30.00 FEET;
THENCE NORTH 00°56'12" EAST 30.00 FEET, TO THE INTERSECTION OF THE NORTH MARGIN OF SAID SOUTHWEST MYRTLE STREET WITH THE EAST MARGIN OF SAID 34TH AVENUE SOUTHWEST;
THENCE NORTH 00°56'12" EAST, ALONG SAID EAST MARGIN, 1,047.20 FEET;
THENCE SOUTH 89°35'39" EAST 657.07 FEET TO THE WEST MARGIN OF 31ST AVENUE SOUTHWEST AND THE TRUE POINT OF BEGINNING;
THENCE SOUTH 00°46'35" WEST ALONG SAID WEST MARGIN 173.16 FEET TO THE MOST NORTHERLY LINE OF PARCEL DESCRIBED IN DOCUMENT RECORDED UNDER KING COUNTY RECORDING NUMBER 7708010863;
THENCE NORTH 89°25'00" WEST ALONG SAID NORTHERLY LINE 229.60 FEET TO THE EASTERLY LINE OF THE MOST NORTHERLY PARCEL DESCRIBED IN DOCUMENT RECORDED UNDER KING COUNTY RECORDING NUMBER 4185426;
THENCE NORTH 00°54'12" EAST ALONG SAID EASTERLY LINE 137.26 FEET TO THE NORTHERLY LINE OF SAID MOST NORTHERLY PARCEL DESCRIBED IN DOCUMENT RECORDED UNDER KING COUNTY RECORDING NUMBER 4185426;
THENCE NORTH 89°05'48" WEST ALONG SAID NORTHERLY LINE AND ITS WESTERLY EXTENSION 252.60 FEET TO THE EASTERLY LINE OF PARCEL DESCRIBED IN DOCUMENT RECORDED UNDER KING COUNTY RECORDING NUMBER 5077825;
THENCE NORTH 00°56'47" EAST ALONG SAID EASTERLY LINE 33.00 FEET TO A POINT FROM WHICH THE TRUE POINT OF BEGINNING BEARS SOUTH 89°35'39" EAST;
THENCE SOUTH 89°35'39" EAST 481.81 FEET TO THE TRUE POINT OF BEGINNING;

AND ALSO EXCEPT THAT PORTION OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 24 NORTH, RANGE 3 EAST, W.M., IN KING COUNTY,
WASHINGTON, LYING EASTERLY OF A LINE DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SOUTHWEST QUARTER;
THENCE ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER, NORTH 89°33'52" WEST 181.10 FEET;
THENCE SOUTH 0°26'08" WEST 30.00 FEET TO THE TRUE POINT OF BEGINNING, OF SAID LINE;

Attachment 1: Legal Description

7



NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE IT IS DUE TO THE QUALITY OF THE DOCUMENT.

THENCE SOUTH 2°01'45" EAST 301.90 FEET;
THENCE SOUTH 13°29'00" EAST 130.79 FEET;
THENCE SOUTH 28°44'06" EAST 192.48 FEET;
THENCE SOUTH 0°41'38" WEST 67.18 FEET;
THENCE SOUTH 89°35'08" EAST 40.00 FEET, MORE OR LESS, TO THE EAST LINE
OF SAID
SOUTHWEST QUARTER.

AND ALSO EXCEPT THAT PORTION COMMENCING AT THE INTERSECTION OF THE
NORTH
MARGIN OF SOUTHWEST MYRTLE STREET AND THE WEST LINE OF THE SOUTHWEST
QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION
25,
TOWNSHIP 24 NORTH, RANGE 3 EAST, W.M., IN KING COUNTY, WASHINGTON;
THENCE SOUTH 89°36'40" EAST ALONG SAID NORTH MARGIN 171.52 FEET TO THE
TRUE
PLACE OF BEGINNING OF THIS DESCRIPTION;
THENCE NORTH 07°56'03" WEST, 347.35 FEET TO AN IRON PIPE;
THENCE NORTH 11°34'37" WEST, 266.04 FEET, MORE OR LESS, TO A POINT ON
A LINE
PARALLEL WITH AND 30.00 FEET SOUTHERLY, MEASURED AT RIGHT ANGLES TO
THE
NORTH LINE OF SAID SUBDIVISION;
THENCE SOUTH 89°36'14" EAST, 141.90 FEET, MORE OR LESS, TO THE
WESTERLY MARGIN
OF 28TH AVENUE SOUTHWEST;
THENCE SOUTH 18°20'20" EAST ALONG SAID MARGIN 637.70 FEET, MORE OR
LESS, TO THE
SAID NORTH MARGIN OF SOUTHWEST MYRTLE STREET;
THENCE NORTH 89°36'40" WEST ALONG SAID NORTH MARGIN, 241.21 FEET, MORE
OR LESS,
TO THE TRUE PLACE OF BEGINNING;

AND ALSO EXCEPT THAT PART AS FOLLOWS:

THAT PORTION OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF
SECTION 25, TOWNSHIP 24 NORTH, RANGE 3 EAST, W.M., IN KING COUNTY,
WASHINGTON,
DESCRIBED AS FOLLOWS:

BEGINNING AT AN EXISTING MONUMENT AT THE INTERSECTION OF THE
CENTERLINES
OF 34TH AVENUE SOUTHWEST AND SOUTHWEST MYRTLE STREET;
THENCE EASTERLY ALONG LAST DESCRIBED CENTERLINE ON A BEARING OF SOUTH
89°36'25" EAST, A DISTANCE OF 30.00 FEET;
THENCE NORTH 0°56'12" EAST, A DISTANCE OF 30.00 FEET TO THE TRUE POINT
OF
BEGINNING OF THIS DESCRIPTION, SAID POINT BEING THE SOUTHWEST CORNER
OF THE
FOLLOWING DESCRIBED PROPERTY;

COMMENCING AT THE TRUE POINT OF BEGINNING:

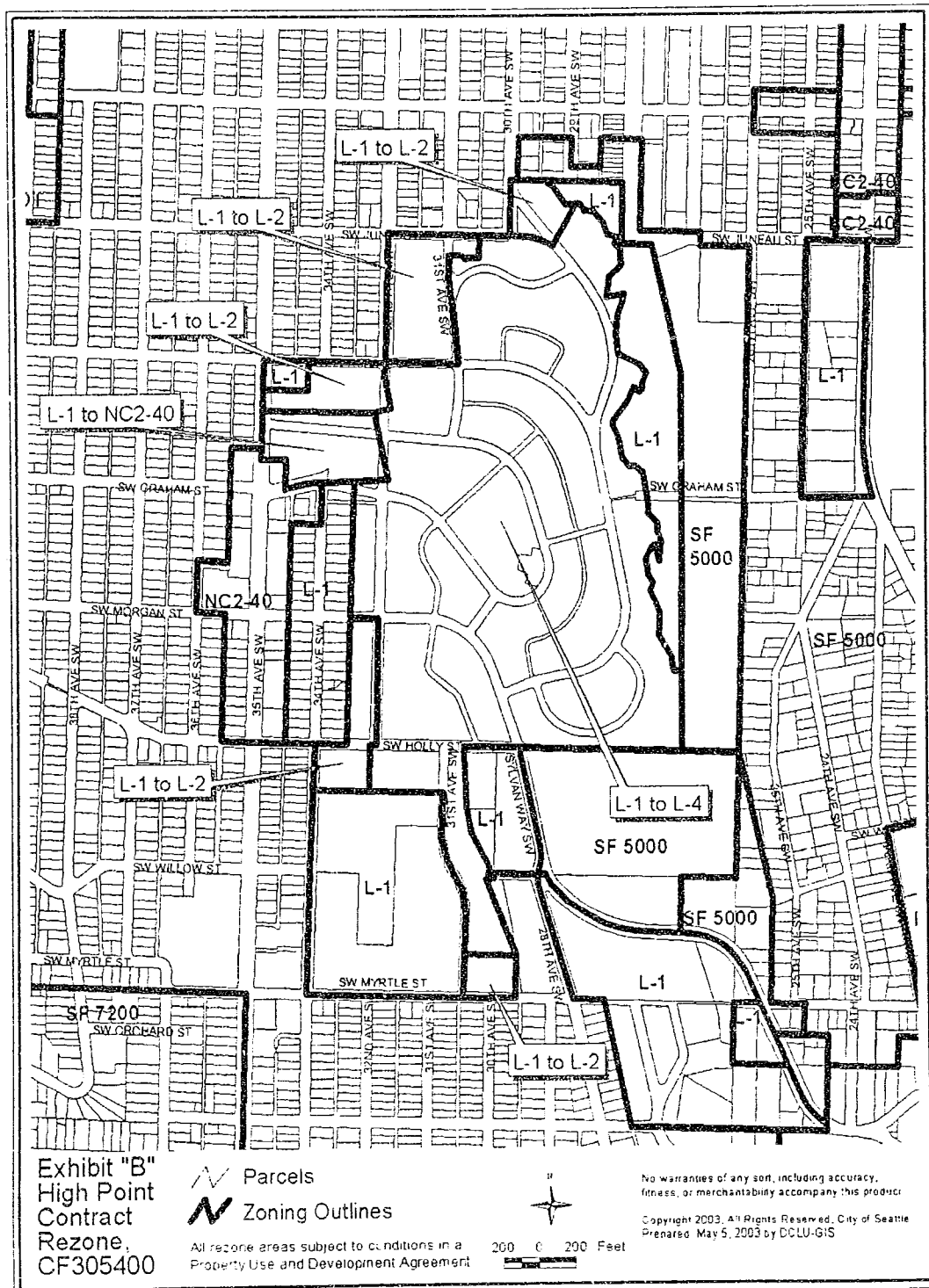
Attachment 1: Legal Description



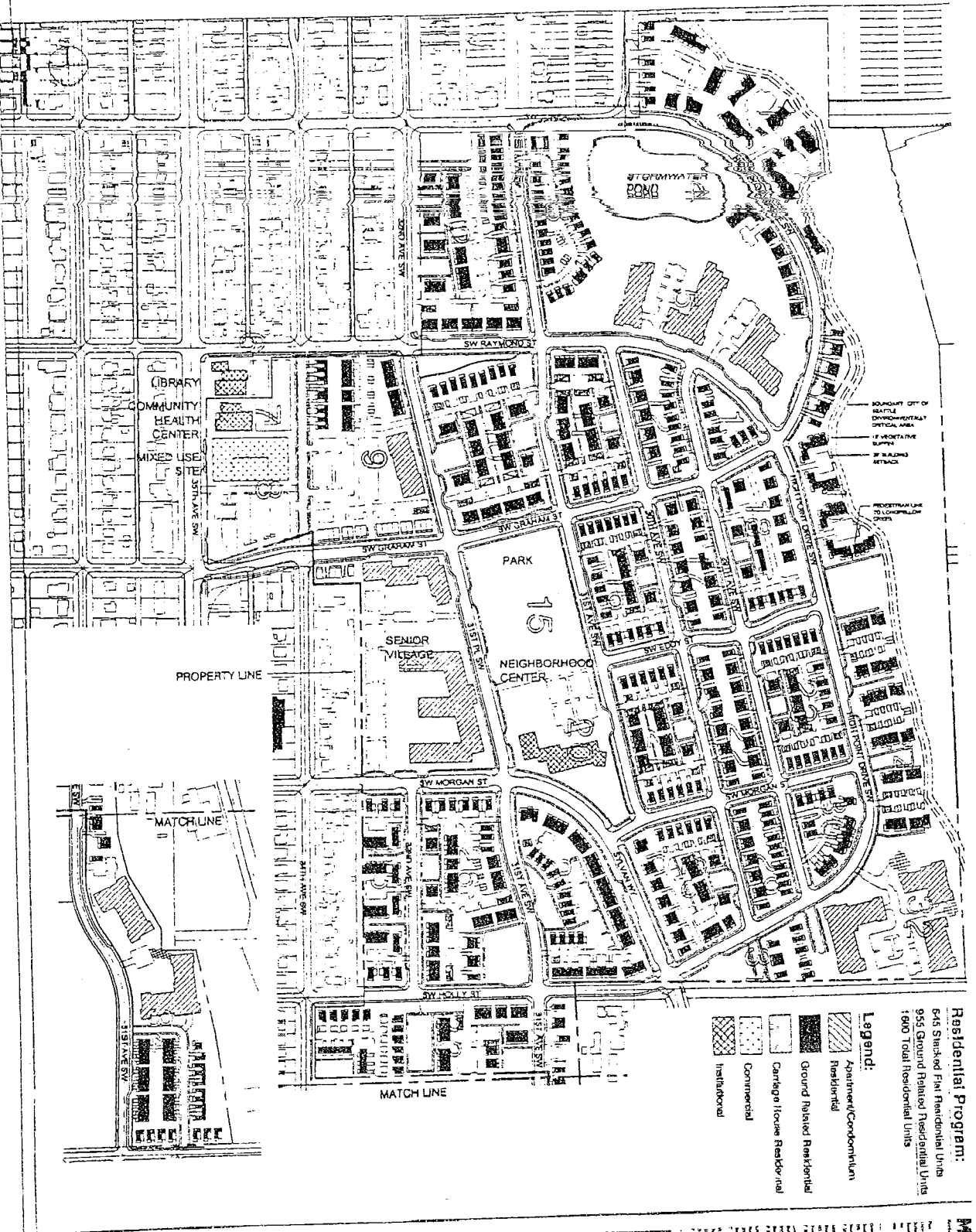
THENCE NORTH 0°56'12" EAST A DISTANCE OF 622.20 FEET ALONG THE
EASTERLY MARGIN
OF 34TH AVENUE SOUTHWEST;
THENCE SOUTH 89°29'48" EAST, A DISTANCE OF 232.28 FEET;
THENCE SOUTH 0°54'12" WEST, A DISTANCE OF 381.01 FEET;
THENCE SOUTH 89°05'48" EAST, A DISTANCE OF 195.80 FEET;
THENCE NORTH 0°54'12" EAST, A DISTANCE OF 635.65 FEET;
THENCE SOUTH 89°25'00" EAST, A DISTANCE OF 229.58 FEET TO THE
INTERSECTION WITH
THE WESTERLY MARGIN OF WHAT IS COMMONLY KNOWN AS 31ST AVENUE
SOUTHWEST;
THENCE SOUTHERLY ALONG SAID MARGIN ON A BEARING OF SOUTH 0°46'35"
WEST, A
DISTANCE OF 27.22 FEET TO A BEGINNING OF CURVE (THE RADIAL CENTER OF
WHICH
BEARS SOUTH 89°13'25" EAST, A DISTANCE OF 386.70 FEET AND HAS A
CENTRAL ANGLE OF
36°16'55");
THENCE ON A CURVE TO THE LEFT IN A SOUTHEASTERLY DIRECTION, AN ARC
DISTANCE
OF 244.87 FEET TO A POINT OF REVERSE CURVATURE, (THE RADIAL CENTER OF
WHICH
BEARS SOUTH 54°29'40" WEST, A DISTANCE OF 332.15 FEET AND HAS A
CENTRAL ANGLE
OF 36°42'49");
THENCE ON A CURVE TO THE RIGHT IN A SOUTHERLY DIRECTION AN ARC
DISTANCE OF
212.83 FEET TO A POINT OF TANGENCY ON THE WESTERLY MARGIN OF WHAT IS
COMMONLY KNOWN AS 31ST AVENUE SOUTHWEST;
THENCE SOUTHERLY ALONG SAID MARGIN ON A BEARING OF SOUTH 1°12'29" WEST
A
DISTANCE OF 417.84 FEET TO A POINT OF INTERSECTION WITH THE NORTHERLY
MARGIN
OF SOUTHWEST MYRTLE STREET;
THENCE WESTERLY ALONG SAID MARGIN ON A BEARING OF NORTH 89°36'25"
WEST, A
DISTANCE OF 796.19 FEET TO A POINT OF INTERSECTION WITH THE EASTERLY
MARGIN OF
34TH AVENUE SOUTHWEST AND THE TRUE POINT OF BEGINNING;

AND ALSO EXCEPT THAT PART IN ROADS.





IT IS DUE TO THE QUALITY OF THE DOCUMENT.



Confidentiality Program:

645 Stacked Flat Residential Units
955 Ground Related Residential Units
1,600 Total Residential Units

Legend:

Apartment/Condominium
Residential

Accused: Robert Brantley

McGraw-Hill
Dividing History and Memory

Carriage House

Commercial

INSTITUTIONAL

100

—

19

3151 XVE SW

100

Figure 1 shows a 2D hexagonal lattice. A central cell is highlighted with a thick border. Arrows point from this central cell to its six immediate neighbors. The lattice is labeled 'a' at the bottom left and 'b' at the bottom right.



LINE

ATCH

RECEIVED
JUL 1 1961

100



Figure 1

1

SECRET



UNITED STATES DEPT. OF JUSTICE
- 3191-AVE SW.

⁵ The use of a standard form of assessment is important for the purpose of the study.

Copyright © 2006 by John Wiley & Sons, Inc.

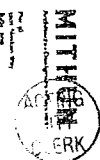
Part 3

Attachment 3

HIGH POINT

FOR PERMIT
BUILDING
CONCRETE
PLAN
C-14-10
MADE BY: J. M. SMITH
DATE: 10/10/10
USE
PERMIT
A2.0

Attachment 4



ZONING BY BLOCK

Block # / Lot #	Current Zoning	Proposed Zoning	Restrictions/Departures: Misc. departures may be requested in all zones for irregular shaped lots, carriage houses, etc. Roadway width reductions will be requested in all zones	MIN. UNITS PER BLOCK
1.1	L-1	L-2		15
1.2	L-1	L-4	Density limited to 1 unit/1,200 s.f. of lot area	17
1.3	L-1	L-4	Height limited to typical three story	42
1.4	L-1	L-2		2
2.1	L-1	L-2	Density limited to 1 unit/1,200 s.f. of lot area	13
3.2	L-1	L-4	Height limited to typical three story	12
4.1	L-1	L-4	Height limited to typical three story	23
5	L-1	L-4		0
A	L-1	L-1	LIBRARY	0
B	L-1	L-2	HEALTH CENTER	0
8	L-1	L-4	Density limited to 1 unit/1,200 s.f. of lot area	6
9.1-9.3	L-1	L-2	Height limited to typical three story	18
9.4	L-1	NC-2		0
9.8	L-1	40		32
10	L-1	L-4	Density limited to 1 unit/1,200 s.f. of lot area	19
11	L-1	L-4	Height limited to typical three story	23
12	L-1	L-4	Density limited to 1 unit/1,200 s.f. of lot area	7
13	L-1	L-4	Height limited to typical three story	30
14	L-1	L-4	Additional 4' height over allowable zoning for portion of Senior housing per plans	0
15	L-1	L-4	COMMUNITY PARK	22
16	L-1	L-4	Density limited to 1 unit/1,200 s.f. of lot area	20
17	L-1	L-4	Height limited to typical three story	25
18	L-1	L-4	Density limited to 1 unit/1,200 s.f. of lot area	

Block #	Current Zoning	Proposed Zoning	Restrictions/Departures: Misc. departures may be requested in all zones for irregular shaped lots, carriage houses, etc. Roadway width reductions will be requested in all zones	MIN. UNITS PER BLOCK
19	L-1	L-4	Height limited to typical three story	23
20	L-1	L-4	Neighborhood Center	0
21	L-1	L-4	Density limited to 1 unit/1,200 s.f. of lot area	23
22	L-1	L-4	Height limited to typical three story	20
23	L-1	L-4	Density limited to 1 unit/1,200 s.f. of lot area	23
24	L-1	L-4	Height limited to typical three story	30
25	L-1	L-2	Height limited to typical three story	18
26	L-1	L-4	Density limited to 1 unit/1,200 s.f. of lot area	33
27	L-1	L-4	Height limited to typical three story	30
28	L-1	L-4	Density limited to 1 unit/1,200 s.f. of lot area	26
29	L-1	L-4	Height limited to typical three story	17
30	L-1	L-4	Density limited to 1 unit/1,200 s.f. of lot area	10
31	L-1	L-4	Height limited to typical three story	7
32	L-1	L-4		23
33.1	L-1	L-2		13
33.2	L-1	L-4	Density limited to 1 unit/1,200 s.f. of lot area	14
33.3	L-1	L-4	Height limited to typical three story	14
34.1	L-1	L-4	Density limited to 1 unit/1,200 s.f. of lot area	14
34.2	L-1	L-4	Height limited to typical three story	35
34.4	L-1	L-4		12
34.5	L-1	L-2		0
34.6	L-1	L-1	Environmentally Critical Area	
35	L-1	L-1		

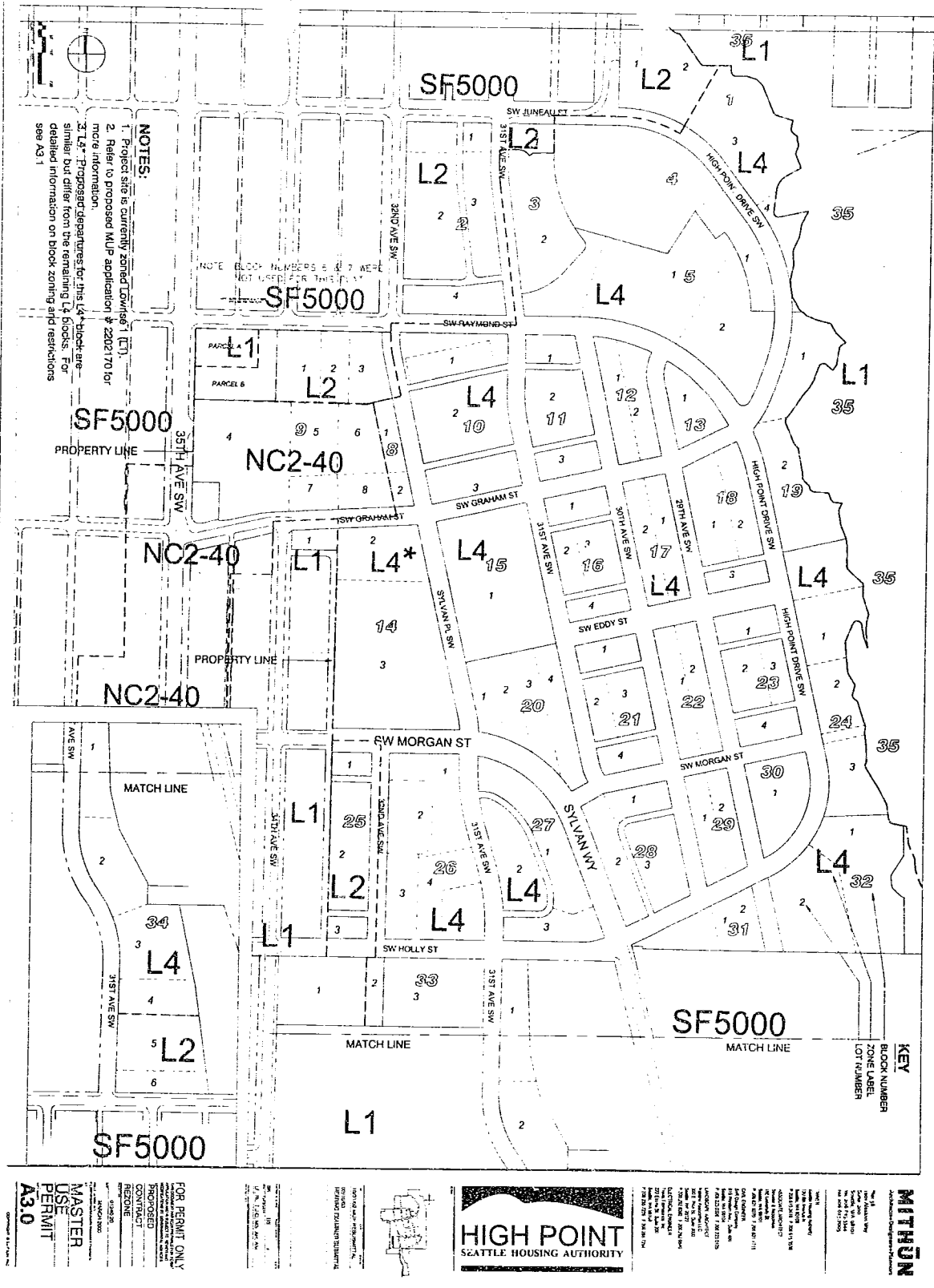
See Sheet A2.0 Building Concept Plan for anticipated buildings per block.

MITHUN
Architectural Design Group

Project: **High Point**
Location: **Seattle Housing Authority**
Address: **1000 1st Ave, Seattle, WA 98101**
Client: **Seattle Housing Authority**
Contact: **John Smith**
Phone: **206.462.1234**
Email: **john.smith@seattlehousingauthority.org**

FOR PERMIT ONLY
MASTER
USE
PERMIT
A3.0





RESOLUTION NO. 4659

RESOLUTION APPROVING A REPLACEMENT HOUSING PLAN FOR HIGH POINT

WHEREAS, the Seattle Housing Authority has obtained a HOPE VI funding grant for the redevelopment of the High Point Garden Community; and

WHEREAS, the Seattle Housing Authority is committed to creating a mixed-income and mixed-use redevelopment that will integrate the redeveloped High Point into the rest of West Seattle; and

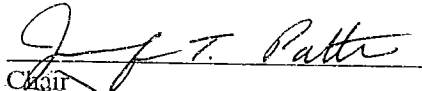
WHEREAS, the Seattle Housing Authority has committed to a one-for-one replacement of very low income housing units in all of its HOPE VI redevelopment efforts; and

WHEREAS, the Seattle Housing Authority has prepared a one-for-one replacement housing plan for High Point.

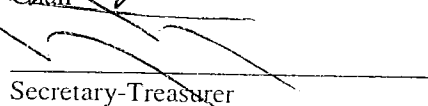
NOW, THEREFORE BE IT RESOLVED, by the Board of Commissioners of the Seattle Housing Authority as follows:

1. The Board of Commissioners approves the Replacement Housing Plan for High Point and accompanying five tables.

ADOPTED by a majority of members of the Board of Commissioners and signed by me in open session in authentication of its passage this 16th day of September 2002.


Chair

CERTIFIED BY:


Secretary-Treasurer

Page 1

Attachment 6: SHA Resolution 4659 – Replacement Housing Plan for High Point (High Point Final EIS, Appendix H)



IT IS DUE TO THE QUALITY OF THE DOCUMENT.

High Point Replacement Housing Plan

Adopted by the Seattle Housing Authority Board of Commissioners on
September 16, 2002

Housing Production

The Seattle Housing Authority (SHA) shall either itself or in partnership with other non-profit housing organizations develop a minimum of 716 Replacement Units to replace the 716 public housing units planned to be demolished in the redevelopment of the High Point Site (as shown in Table 2).

The 716 Replacement Units shall be affordable to public housing eligible households, with a minimum of one hundred percent (100%) of the units available to households with incomes at or below thirty percent (30%) of the Seattle median income, determined at the time of initial occupancy by each household.

The 716 Replacement Units shall be available for occupancy for a minimum of forty (40) years from the initial date of occupancy, or longer if Federal Operating Subsidies are renewed. If in the 40-year period federal operating subsidies are not renewed, SHA will make its best effort to maintain the units so they are available to households at or below thirty percent (30%) of median income.

The bedroom configuration of the 716 Replacement Units shall be no smaller than one bedroom in size. The bedroom replacement counts, depicted in Table 4 of this Plan, are subject to an up to 20% adjustment in any category, except for one-bedroom units, which may not be increased above the amount shown in Table 4.

Relocation of Existing High Point Residents

SHA will ensure that existing residents in good standing as of the time of SHA's Hope VI award (July 26, 2000) can return to High Point after completion of the redevelopment. SHA will work with the High Point Resident Council to develop screening criteria that will apply to new residents of the redeveloped High Point. All existing residents as of July 26, 2000, who remain in good standing and wish to return to the site, will be exempted from the new screening criteria.

Type and Location

Replacement Units that SHA develops either itself or that are developed by non-profit housing organizations must be located within the Seattle City limits. Replacement Units may be developed via new construction, or acquisition and rehabilitation of existing buildings not in the ownership of SHA; provided that 1) no displacement of existing tenants occurs; and 2) there is a net addition of housing units affordable to households with incomes at or below 30% of median income.

Page 2

Attachment 6: SHA Resolution 4659 – Replacement Housing Plan for
High Point (High Point Final EIS, Appendix H)



IT IS DUE TO THE QUALITY OF THE DOCUMENT.

Progress Reports

On an annual basis, SHA will prepare a report on progress in fulfilling this Replacement Housing Plan. This annual progress report will be available my March 1 each year until the High Point redevelopment is completed.

TABLE 1

High Point Housing Unit Plan Annual Production Targets

Unit Type	Affordability*							Total Units
		2004	2005	2006	2007	2008	2009	
On-Site Housing Units								
SHA or Partnership	0-30% MI		175		216			391
Section 202 Elderly Housing	0-30% MI		75					75
Affordable Rental Housing	0-80% MI		125		125			250
Affordable For-Sale Housing	0-80% MI		20	20	20	20		80
Market Rate For-Sale or Rental Housing	Market Rate		160	160	160	160	164	804
Total On-Site Housing Units								1600
Off-Site Housing Units								
SHA or Partnership Units	0-30% MI		50	50	50	50	50	250

MI = Median Income

*Available to households in this income category.

TABLE 2

Replacement Units

Unit Type	Affordability*	Total Units
On-Site Replacement Units		
SHA or Partnership units	0-30% MI	391
Section 202 Elderly Housing	0-30% MI	75
On- or Off-Site Replacement Units		
SHA or Partnership Units	0-30% MI	250
Total Replacement Units		716

MI = Median Income

*Available to households in this income category.



TABLE 3
On-Site Housing Units

Unit Type	Affordability*	Total Units
On-Site Housing Units		
SHA	0-30% MI	350
Section 202 Elderly Housing	0-30% MI	75
Section 811 Disabled Housing	0-30% MI	41
Affordable Rental Housing	0-80% MI	250
Affordable For-Sale Housing	0-80% MI	80
Market Rate Rental or For-Sale Housing	Market Rate	804
Total Units On-Site		1600

MI = Median Income

*Available to households in this income category.

TABLE 4
Number and Configuration of On- and Off-Site Replacement Units

Configuration of Units**	Existing	Proposed On-site	Proposed Off-site	Difference from Existing
1 Bedroom	145	115	0	-30
2 Bedroom	266	111	105	-50
3 Bedroom	221	200	145	+124
4 Bedroom	84	35	0	-49
5 Bedroom	0	5	0	+5
Total Units	716	466	250	0

Note: This number includes 75 housing units to be developed by Providence Health Systems and another 41 units anticipated to be developed under the 811 program by a nonprofit partner.

**Subject to adjustment of up to 20% in the 2 to 5 bedroom categories.

TABLE 5
Number and Configuration of On-Site Tax Credit Units

Configuration of Units**	Tax Credit units
1 Bedroom	20
2 Bedroom	105
3 Bedroom	110
4 Bedroom	15
5 Bedroom	0
Total Units	250

**Subject to adjustment of up to 20%

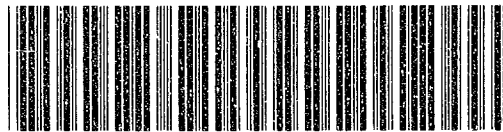


Return Address:

Seattle City Clerk's Office

600 4th Avenue, Room 104

Seattle, WA 98104



20030617002438

SEATTLE CITY C CORD
PAGE 001 OF 005
06/17/2003 13:07
KING COUNTY, WA

23.00

Please print or type information WASHINGTON STATE RECORDER'S Cover Sheet (RCW 65.04)

Document Title(s) (or transaction contained therein): (all areas applicable to your document <u>must</u> be filled in.) 1. ORDINANCE #121164
Re - _____ of document. AN ORDINANCE relating to land use and zoning; amending pages 151 and 165 of the Official Land Use Map to rezone property located at 6550 32nd Avenue S.W. (High Point Garden Community) from Multifamily Lowrise 1 to a combination of Lowrise 2, Lowrise 4, and Neighborhood Commercial 2 with a 40' height limit; and accepting a Property Use and Development Agreement in connection therewith. (Petition of Seattle Housing Authority, C.F. 305400, Application No. 215600)
Grantor(s) (Last name first, then first name and initials) 1.City of Seattle <input type="checkbox"/> Additional names on page----- of document.
Grantee(s) (Last name first, then first name and initials) 1.N/A 2.
Legal description (abbreviated: i.e. lot, block, plat or section, township, range) <input type="checkbox"/> Additional reference #s on page -----of document N/A
Assessor's Property Tax Parcel/Account Number/ N/A <input type="checkbox"/> Assessor Tax # not yet assigned.

L:\forms\recorder.doc

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE IT IS DUE TO THE QUALITY OF THE DOCUMENT.

FILED
CITY OF SEATTLE
03 JUL 29 AM 11:14
CITY CLERK

GB
High Point Ord.
5/5/03 Version 3

ORDINANCE 121164

AN ORDINANCE relating to land use and zoning; amending pages 151 and 165 of the Official Land Use Map to rezone property located at 6550 32nd Avenue S.W. (High Point Garden Community) from Multifamily Lowrise 1 to a combination of Lowrise 2, Lowrise 4, and Neighborhood Commercial 2 with a 40' height limit; and accepting a Property Use and Development Agreement in connection therewith. (Petition of Seattle Housing Authority, C.F. 305400, Application. 2105600)

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. This Ordinance affects the property described in the legal description attached to this Ordinance as Exhibit A (the "Property").

Section 2. The Official Land Use Map zone classification for the Property, as adopted by Ordinance 110570 and last amended by Ordinance 116152, and established on pages 151 and 165 of the Official Land Use Map, is amended to rezone the Property from Lowrise 1 to a combination of Lowrise 2, Lowrise 4 and Neighborhood Commercial 2 with a forty-foot height limit, as shown in Exhibit B attached to this Ordinance, and subject to the terms and conditions described in Section 3, below.

Section 3. The Property Use and Development Agreement that was executed by Seattle Housing Authority, owner of the Property, by which said owner agrees to certain restrictions upon the property to ameliorate the adverse impacts of uses and developments otherwise permitted in the Lowrise 2, Lowrise 4 and Neighborhood Commercial 2 zones upon property in the vicinity, is hereby accepted and attached to this Ordinance as Exhibit C.

Section 4. Pursuant to SMC Section 23.76.060B(1)(b), the rezone of the Property shall expire and be of no force and effect ten (10) years from the effective date of the approval of this rezone, or, if construction permits have been applied for or issued at that time, until expiration of those permits.

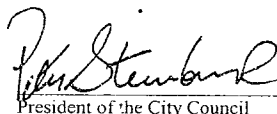


GB
High Point Ord.
5/5/03 Version 3

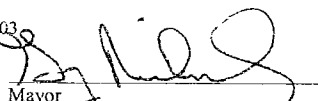
1 Section 5. The City Clerk is hereby authorized and directed to file a copy of said
2 Property Use and Development Agreement and of this Ordinance at the King County
3 Records and Elections Division, to file the original of the Property Use and Development
4 Agreement with this Ordinance at the City Clerk's Office, and to deliver copies of the same
5 to the Director of the Department of Design, Construction and Land Use and to the King
6 County Assessor's Office.

7 Section 6. This Ordinance shall take effect and be in force thirty (30) days from and
8 after its passage and approval by the Mayor, but if not approved and returned by the Mayor
9 within ten (10) days after presentation, it shall take effect as provided by Municipal Code
10 Section 1.04.020.

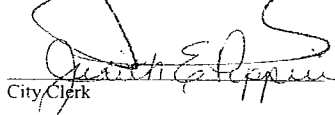
11 Passed by the City Council the 27th day of May, 2003, and signed by
12 me in open session in authentication of its passage this 27th day of May,
13 2003.


President of the City Council

14
15
16
17
18
19 Approved this 4 day of June, 2003


Mayor

20
21
22
23
24 Filed this 4th day of June, 2003


City Clerk

25
26
27
28
29
30

31 Exhibit A: Legal Description
32 Exhibit B: Preliminary Plat Map
33 Exhibit C: Property Use and Development Agreement

34
35
36
37
38
39
40

41
42
43
44
45
46
47
48
49
50



NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE
IT IS DUE TO THE QUALITY OF THE DOCUMENT.

STATE OF WASHINGTON
COUNTY OF KING
CITY OF SEATTLE

} ss

I, JUDITH E. PEPON, CITY CLERK OF THE CITY OF SEATTLE, DO HEREBY
CERTIFY THAT THE WITHIN AND FOREGOING IS A TRUE AND CORRECT
COPY *under sheet 2/1/64*

AS THE SAME APPEARS ON FILE, AND ON RECORD IN THIS DEPARTMENT.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED
THE SEAL TO THE CITY OF SEATTLE, THIS *17th day of June, 2003*

JUDITH E. PEPON
CITY CLERK

BY: *Margaret Carter*

DEPUTY CLERK

GB
High Point Ord.
5/5/03 Version 3

Exhibit B: Rezone Map

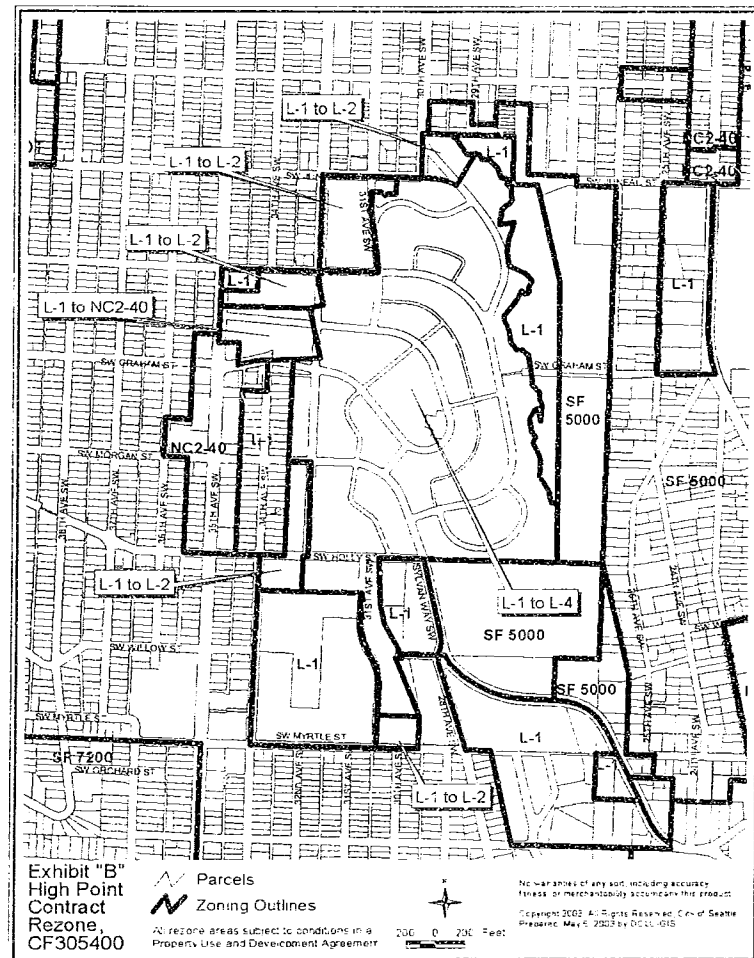


Exhibit B: Rezone Map



FILED
CITY OF SEATTLE
03 JUL 29 AM 11:14
CITY CLERK



Property Use and Development Agreement

When Recorded, Return to:

THE CITY CLERK
First Floor, Municipal Building
600 4th Avenue
Seattle, WA 98104

FILED
CITY OF SEATTLE
2003 MAY 22 AM 10:27
CITY CLERK

ord. 12464

PROPERTY USE AND DEVELOPMENT AGREEMENT

Grantor:	1) <u>Seattle Housing Authority</u>	2) _____
	<input type="checkbox"/> Additional on page _____	
Grantee:	1) <u>The City of Seattle</u>	2) _____
	<input type="checkbox"/> Additional on page _____	
Legal Description (abbreviated):	SEE ATTACHMENT 1 FOR LEGAL DESCRIPTION OF PROPERTY (High Point Garden Community, 6550 32nd Avenue S.W., generally bounded by SW Juneau Street on the north, 35 th Avenue SW on the west, SW Myrtle Street on the south, and the hillside above Longfellow Creek on the east.)	
x Additional on:	<u>ATTACHMENT 1</u>	
Assessor's Tax Parcel ID #:	<u>252403-9051-09, 252403-9049-04</u>	
Reference Nos. of Documents Released or Assigned:	<u>N/A</u>	

THIS PROPERTY USE AND DEVELOPMENT AGREEMENT (the "Agreement") is
executed this 21ST day of MAY, 2003 in favor of the City of Seattle, a Washington municipal
corporation (the "City"), by the Seattle Housing Authority (the "Owner"), a Washington
municipal corporation, owner of property legally described herein (the "Property").

Exhibit C: Property Use and Development Agreement



RECITALS

A. The Owner has a fee simple and/or substantial beneficial interest in the Property known as the High Point Garden Community in Seattle at 6550 32nd Avenue S.W., which is legally described in Attachment 1.

B. The Owner filed a petition (C.F. 305400) with the City for a contract rezone to rezone the Property from Lowrise 1 (L1) to a combination of Lowrise 2 (L2), Lowrise 4 (L4) and Neighborhood Commercial 2 with a forty-foot height limit (NC2-40'), as shown on the rezone map on Attachment 2, subject to conditions. The purpose of the application is to allow the Owner to redevelop the High Point Garden Community under a federal HOPE VI grant with a mix of residential and commercial uses.

C. Seattle Municipal Code (SMC) Section 23.34.004 allows the City to approve a contract rezone subject to "self-imposed restrictions upon the use and development of the property in order to ameliorate adverse impacts which could occur from unrestricted use and development permitted in the zone."

D. On December 19, 2002, the Director of the Department of Design, Construction and Land Use ("DCLU") recommended that the rezone be granted, subject to conditions.

E. On March 5, 2003, the Hearing Examiner recommended that the rezone be granted, subject to conditions.

F. On May 19, 2003, the City Council Committee of the Whole voted to recommend to the full Council that the rezone be granted, subject to conditions.



AGREEMENT

Section 1. Pursuant to SMC 23.34.004, the Owner hereby covenants, bargains and agrees, on behalf of itself and its successors and assigns, that it will comply with the following limitations and conditions in consideration of the rezone of the Property from L1 to L2, L4 and NC2-40':

1. *The changes in zone designation are granted as shown in Attachment 2, as limited in this Agreement and in the ordinance approving the contract rezone. Development of each block listed below is further limited as follows:*
 - a. *The maximum number of dwelling units permitted on the Property is 1,600 dwelling units, regardless of whether the density permitted under this Agreement or permitted under the applicable zone designation for any given block is higher.*
 - b. *The following blocks are zoned Lowrise 4 (L4): Blocks 1.3-1.4, 3.2, 4.1, 8, 10-13, 16-19, 21-24, 26-31, and 33.2-33.3. The density on these blocks is limited to the following density: 1 dwelling unit/1,200 s.f. of lot area. With the exception of the density limits noted here and in subsection 1a, above, all other L4 development standards apply to these blocks. The height on these blocks is limited to the L4 height limits.*
 - c. *The following blocks are zoned L4 and are subject to L4 density, height limits and development standards: Blocks 5, 14-15, 20, 32, and 34.2-34.4. (The changes in zone designation do not include the requested departure from height for Block 14.)*
 - d. *The following blocks are zoned Lowrise 2 (L2) and are subject to L2 density and development standards: Blocks 1.1-1.2, 2-3.1, B, 9.1-9.3, 25, 33.1, and 34.5-34.6.*
 - e. *The following block is zoned Neighborhood Commercial 2 with a forty-foot height limit (NC2-40') and is subject to the NC2-40' development standards, including the NC2-40' standards for heights: Block 9.4-9.8.*
 - f. *Uses are limited as follows: Block 5A, Library; Block 5B, Health Center; Block 15, Community Park; and Block 20, Neighborhood Center.*
2. *To the extent permitted by Conditions 1 and 2 above, the changes in zone designation are established only for the development of buildings with substantially the same design and platting pattern as represented in the applicant's Building Concept Plan (Sheet A2.0), Proposed Contract Rezone*



(Sheet A3.0), and Proposed Block Zoning (Sheet A3.1), dated October 31, 2002, including the same amenities and improvements as represented in these and other plan sheets from the October 31, 2002 plans and as modified by additional City review and shown in the plans presented at the hearing on February 10, 2003. (Copies of Sheets A2.0, A3.0 and A3.1 are attached as Attachments 3, 4, and 5.) The Council acknowledges that SHA may refine the Building Concept Plan (Sheet A2.0) as to building type, design and location on the lot to reflect the evolution of the Building Concept as it continues through the public review process through continuing community and SHA input, design review and design development.

3. A unit/building count map shall be prepared and updated prior to the submittal of applications for either future construction or with building permits, whichever occurs first, at least quarterly, and submitted to DCLU. DCLU shall maintain the unit/building count map and shall evaluate any proposed new uses or development to ensure that the restrictions, particularly those on density limits, contained in this PUDA are complied with.
4. SHA shall include the following language in Conditions, Covenants and Restrictions for High Point, which shall be binding on all purchasers of any portion of the Property: "...each prospective Owner is responsible for becoming apprised of the then most current Density Chart prior to acquiring any portion of the Property. Whenever any portion of the Property is conveyed, the deed shall expressly refer to the Density Restrictions and identify the maximum number of units that may be developed, constructed and operated on the property that is being conveyed by such deed."
5. SHA shall prepare Design Guidelines based on the Citywide Design Manual and the Conditions, Covenants and Restrictions for High Point. The Design Guidelines should be reviewed by the City's Design Review Board to confirm consistency with Citywide Design Guidelines and Design Review Board Guidance rendered for the High Point Redevelopment. The Design Guidelines shall be made part of the Conditions, Covenants and Restrictions made binding on all purchasers of any portion of the Property. Design review shall be required to the extent mandated by the Seattle Municipal Code, with the following exceptions. To ensure that proposed development is not "piecemealed" in such a fashion as to inappropriately avoid design review, any developer who develops in excess of eight units on a single block or adjacent blocks will be subject to design review even if those developments individually do not exceed eight units and are not otherwise contiguous to each other. Design review shall also be required for commercial uses, mixed-uses and minor institutional uses on the Property, and for all uses on Block 25.
6. On Block 25, a minimum setback is required along the west property line, a maximum front yard setback is required for uses on Block 25 and no alley access shall be required. The appropriate setbacks will be determined through administrative design review, which is required for the Block 25.

7. *SHA must install all required streets, utilities and other infrastructure prior to occupancy of any development site with the exception that the final lift of asphalt may be completed at a later time. The development frontage street must have final pavement not more than 18 months after the development of each phase is occupied. Street trees shall be installed within 4 months of the final lift of asphalt for each phase.*
8. *SHA or its developer partners are financially responsible for any time spent by DCLU in connection with this Contract Rezone and the implementation of rezone conditions.*
9. *SHA must comply with the Replacement Housing Plan for High Point (SHA Board Resolution 4659, adopted September 16, 2002) contained in the High Point Final EIS as Appendix H (a copy is attached to this Agreement as Attachment 6).*

Section 2. This Agreement shall be recorded in the records of King County by the City Clerk. The covenants hereof shall be deemed to attach to and run with the Property and shall be binding upon the Owner, its heirs, successors and assigns, and shall apply to after-acquired title of the Owner of the Property; provided the covenants herein and the rezone shall expire and be of no force and effect ten (10) years from the effective date of the approval of this rezone, or, if construction permits have been applied for or issued at that time, until expiration of those permits.

Section 3. This Agreement may be amended or modified by agreement between the Owner and the City; provided, such amendment agreement shall be approved by the City Council by ordinance. Nothing in this Agreement shall prevent the City Council from making such further amendments to the zoning ordinance and/or Land Use Code or exercising the City's police power, as it may deem necessary in the public interest. The conditions contained in this Agreement are based on the unique circumstances applicable to this Property, and this Agreement is not intended to establish precedent for other rezones in the surrounding area.



Section 4. This Agreement is made for the benefit of the City and for the benefit of the owners of the property within 300 feet of the Property and either the City or any such property owners may institute and prosecute any proceeding at law or in equity to enforce this Agreement.

Section 5. The Owner acknowledges that compliance with the conditions of this Agreement is a condition of the subject rezone and that if the Owner avails itself of the benefits of this rezone but then fails to comply with the conditions of this Agreement with the City, in addition to pursuing any other remedy, the City may revoke the rezone by ordinance and require the use of the Property to conform to the requirements of the previously existing Lowrise 1 zone.

SIGNED this 21ST day of MAY, 2003.

OWNER, SEATTLE HOUSING AUTHORITY,
a Washington Municipal Corporation

By

Name HARRY THOMAS

Title EXECUTIVE DIRECTOR



STATE OF WASHINGTON
COUNTY OF KING

SS.

On this day personally appeared before me Harry Thomas, to me known to be the Executive Director of the SEATTLE HOUSING AUTHORITY, a Washington municipal corporation, the party that executed the foregoing instrument, and acknowledged such instrument to be the free and voluntary act and deed of such corporation, for the uses and purposes therein mentioned, and on oath stated that he was duly authorized to execute such instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 21st day of May, 2003.



Printed Name

Peggy J. Thompson

NOTARY PUBLIC in and for the State of Washington, residing at

Brick, WA

My Commission Expires

08-06-06

STATE OF WASHINGTON
COUNTY OF KING
CITY OF SEATTLE

SS.

I, JENNIFER PIPPIN, CITY CLERK OF THE CITY OF SEATTLE, DO HEREBY CERTIFY THAT THE WITHIN AND FOREGOING IS A TRUE AND CORRECT COPY OF THE PROPERTY USE & DEVELOPMENT AGREEMENT as attached to 02-12-1164.
AS THE SAME APPEARS ON FILE AND IS RECORDED IN THIS DEPARTMENT.

IN WITNESS WHEREOF, I HAVE HEREONTO SET MY HAND AND AFFIXED THE SEAL TO THE CITY OF SEATTLE, THIS 17th day of June, 2003.
JENNIFER PIPPIN
CITY CLERK

BY:

Michael Carter

DEPUTY CLERK



Return Address:

Seattle City Clerk's Office

600 4th Avenue, Room 104

Seattle, WA 98104



20030606000283

SEATTLE CITY C CORD
PAGE 001 OF 007
06/06/2003 09:10
KING COUNTY, WA

25.00

Please print or type information WASHINGTON STATE RECORDER'S Cover Sheet (RCW 65.04)

Document Title(s) (or transaction contained therein): (all areas applicable to your document <u>must</u> be filled in.) 1. ORDINANCE # ¹²¹¹²³ H 2123	
Re - _____ of document. AN ORDINANCE vacation portions of Chelan Avenue Southwest, 16th Avenue Southwest and Klickitat Avenue Southwest on the original petition of Margaret Borron for Fisher Mills, the interest now acquired by Pendleton Mills, Inc., accepting a deed for a public shoreline access site, accepting easements for utility and access in relation herein, placing the real property herein accepted under the jurisdiction of the Seattle Department of Transportation and a portion of the real property under the jurisdiction of Seattle Public Utilities (Clerk File 296669)	
Grantor(s) (Last name first, then first name and initials) 1. City of Seattle <input type="checkbox"/> Additional names on page----- of document.	
Grantee(s) (Last name first, then first name and initials) 1. N/A 2.	
Legal description (abbreviated: i.e. lot, block, plat or section, township, range) <input type="checkbox"/> Additional reference #'s on page ----- of document N/A	
Assessor's Property Tax Parcel/Account Number/ N/A <input type="checkbox"/> Assessor Tax # not yet assigned.	

L:\forms\recorder.doc

FILED
CITY OF SEATTLE
03 JUL 29 AM 11:14
CITY CLERK

IT IS DUE TO THE QUALITY OF THE DOCUMENT.

ORDINANCE 121123

AN ORDINANCE vacating portions of Chelan Avenue Southwest, 16th Avenue Southwest and Klickitat Avenue Southwest on the original petition of Margaret Borron for Fisher Mills, the interest now acquired by Pendleton Mills, Inc., accepting a deed for a public shoreline access site, accepting easements for utility and access in relation herein, placing the real property herein accepted under the jurisdiction of the Seattle Department of Transportation and a portion of the real property under the jurisdiction of Seattle Public Utilities (Clerk File 296669).

WHEREAS, there has been filed with the City Council the petition of the Margaret Borron for Fisher Mills, whose interest has been acquired by Pendleton Mills, Inc. (Petitioner). (Clerk File 296669); and

WHEREAS, a public hearing on said petition was held on July 9, 1999; and

WHEREAS, the Petitioner was required to provide a public shoreline access site as a condition of the vacation and required by Section 35.79.035, R.C.W., and the Petitioner has worked with the Port of Seattle to combine its required shoreline public access site with a site provided by the Port of Seattle; and

WHEREAS, the Petitioner has herein deeded property, Lots 9 and 10, Block 408, Seattle Tidelands, in King County, Washington, to the City of Seattle for the public shoreline access site and the Port of Seattle has provided a Public Access Easement Agreement for Lots 7,8,9, 10 and 11 of said block, which contains a commitment from the Port of Seattle to maintain and manage the combined permanent shoreline access site; and

WHEREAS, Lots 9 and 10, Block 408, Seattle Tidelands, in King County, Washington, shall be placed under the jurisdiction of the Seattle Department of Transportation, for permanent public shoreline access purposes, providing however, that jurisdiction of the portion of Lot 10, of said block, where the existing utilities are located, shall be granted to Seattle Public Utilities for utility purposes in the manner herein described in Section 5 of this ordinance; and

WHEREAS, pursuant to Section 35.79.030, RCW, Seattle Municipal Code Chapter 15.62, the petitioners are deeding property for a shoreline public access site in lieu of cash in payment of the vacation fee; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. That

Chelan Avenue Southwest, 16th Avenue Southwest and Klickitat Avenue Southwest, from the production south of the east line of Block 407, Seattle Tide Lands to the northeasterly margin of the West Waterway;

Together with:

That portion of 16th Avenue Southwest, located in the Northeast quarter, Section 13, Township 24 North, Range 3 East, Willamette Meridian, City of Seattle, King County, Washington, described as follows:

Beginning at the southeast corner of Block 407, Plat of Seattle Tide Lands, thence North 01°07'58" East along the westerly margin of 16th Avenue Southwest a distance of 118.89 feet to the Northeast corner of Lot 3 of said block; thence South 43°52'02" East along the production south of the northeasterly line of Lot 3 said Block 407 a distance of 21.21 feet; thence along a line 15.00 feet distant from and parallel with the westerly margin of 16th Avenue Southwest South 01°07'58" West a distance of 279.21 feet to the beginning of a line 17.18 feet distant from and parallel with the southerly margin of Klickitat Avenue Southwest; thence South 41°05'51" East along said parallel line a distance of 82.28 feet to the beginning of a non-tangent curve having a radius of 620.00 feet and whose center bears North 75°29'08" East; thence southerly along said curve a distance of 41.15 feet through a central angle of 03°48'11" to the southerly margin of Klickitat Avenue Southwest; thence North 41°05'51" West along said southerly margin a distance of 123.06 feet to a point lying on the southerly prolongation of the west margin of 16th Avenue Southwest; thence North 01°07'58" East along said southerly prolongation a distance of 184.36 feet to the True Point of Beginning.

Be and the same is hereby vacated; RESERVING to the City of Seattle the right to make all necessary slopes for cuts or fills upon the above-described property in the reasonable original grading of any rights-of-way abutting upon said property after said vacation.

Section 2. That the Special Warranty Deed, King County Recording Number 20020603001954, of which a copy is attached hereto as Attachment A, conveying real property to the City of Seattle for a permanent shoreline public access site is hereby accepted.

1 Section 3. That the utility easements for water, sewer and storm drain facilities, King
2 County Recording Numbers, 20020314000799, 20020314000800, and 20020314000801, copies
3 of which are attached hereto as Attachment B are hereby accepted.

4 Section 4. That the Public Access Easement from the Port of Seattle for the Public
5 Shoreline Access Site required by the vacations of 11th Avenue Southwest, et al, (Clerk File
6 301929) and Chelan Avenue Southwest et al, (Clerk File 296669), King County Recording
7 Number 20030124000745, a copy of which is attached hereto as Attachment C is hereby
8 accepted.

9 Section 5. That the real property described in the Special Warranty Deed in Section 2, as
10 Lots 9 and 10, Block 408, Seattle Tidelands, in King County, Washington, are placed under the
11 jurisdiction of the Seattle Department of Transportation, for purposes of a permanent public
12 shoreline access site, providing that Seattle Public Utilities is hereby granted jurisdiction over,
13 along in, upon and under, that portion of Lot 10 of said block where its existing facilities are
14 located, including the right privilege and authority to install, construct, operate, maintain remove,
15 repair, replace and use a tunnel, shafts, sewer forcemain, water and water re-use pipelines with
16 all connections, manholes and appurtenances thereto together with the right of ingress to and
17 egress from Lot 10 of said block, provided that if above mentioned activities cause any
18 significant disruption to the public access site and its improvements as provided under Port of
19 Seattle Plan Number 18-9903, Title: Terminal 18 Redevelopment Project - Public Shoreline
20 Access Improvements; DCLU MUP Number 9799752, Seattle Public Utilities shall be required
21 to provide adequate notification for closures and shall further be required to repair or replace any
22 improvements affected by said activities to the standards provided by said redevelopment project.
23 Seattle Public Utilities, Seattle Department of Transportation and the Port of Seattle designees
24 shall mutually agree on schedule, notification and contact requirements related to the activities in
25 this section. There shall be no future improvements of any kind placed upon or in the property
26
27
28

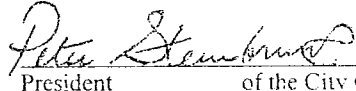


without the approval of Seattle Public Utilities, other than those improvements shown on said Port of Seattle Plan.

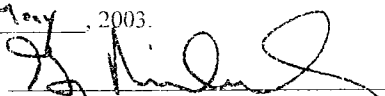
Section 6. That the City Clerk is hereby authorized and directed to file a copy of this Ordinance at the King County Records and Elections Division, and to deliver copies of the same to the Director of the Department of Design, Construction and Land Use, and to the King County Assessor's Office.

Section 7. This ordinance shall take effect and be in force thirty (30) days from and after its approval by the Mayor, but if not approved and returned by the Mayor within ten (10) days after presentation, it shall take effect as provided by Municipal Code Section 1.04.020.


Passed by the City Council the 21st day of April, 2003, and signed by me in open session in authentication of its passage this 21st day of April, 2003.


President _____ of the City Council

Approved by me this 2 day of May, 2003.


Gregory J. Nickels, Mayor

Filed by me this 2nd day of May, 2003.


City Clerk

(Seal)

Attachment A: Special Warranty Deed (not available on disk). Recording Number 20020603001954

Attachment B: Utility Easements, (not available on disk) Recording Numbers 20020314000799, 20020314000800, 20020314000801

Attachment C: Terminal 18 Public Shoreline Access Site, Public Access Easement, Recording Number 20030124000745

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE,
IT IS DUE TO THE QUALITY OF THE DOCUMENT.

STATE OF WASHINGTON
COUNTY OF KING
CITY OF SEATTLE

} SS

I, JUDITH E. PIPPIN, CITY CLERK OF THE CITY OF SEATTLE, DO HEREBY
CERTIFY THAT THE WITHIN AND FOREGOING IS A TRUE AND CORRECT
COPY *ord. 121123*

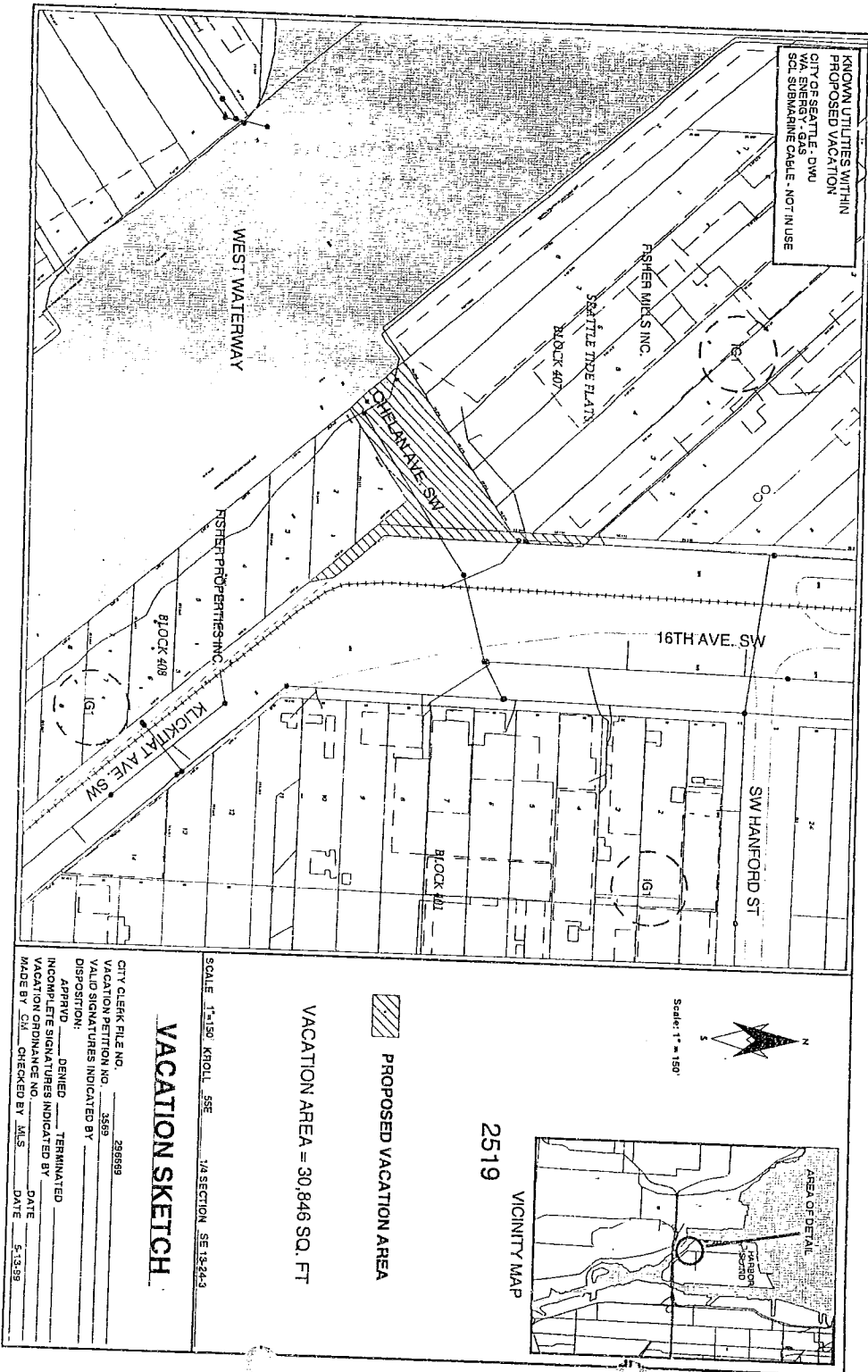
AS THE SAME APPEARS ON FILE, AND OF RECORD IN THIS DEPARTMENT.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED
THE SEAL OF THE CITY OF SEATTLE, THIS *5th day of June, 2003*

JUDITH E. PIPPIN
CITY CLERK

BY: *Margaret Carter*

DEPUTY CLERK



Possible Amendments for High Point Contract Rezone

A. Ordinance – No amendments to text of ordinance

B. PUDA – Three amendments:

1. Revise Condition 2 to refer to “Attachments 3, 4 and 5” rather than “Exhibits 3, 4 and 5.”
2. Add new Condition 9:

SHA must comply with the Replacement Housing Plan for High Point (SHA Board Resolution 4659, adopted September 16, 2002) contained in the High Point Final EIS as Appendix H (a copy is attached to this Agreement as Attachment 6).

3. Add new Attachment 6 – Copy of SHA Resolution 4659 from Final EIS, Appendix H.

C. Findings – Two amendments:

1. Add new Finding 4:

The rezone is based on the proposed redevelopment as described in the Record, including the SHA Resolution 4659 - Replacement Housing Plan for High Point adopted by the SHA Board on September 16, 2002 (High Point Final EIS, Appendix H).

2. Add new Condition 9:

SHA must comply with the Replacement Housing Plan for High Point (SHA Board Resolution 4659, adopted September 16, 2002) contained in the High Point Final EIS as Appendix H (a copy is attached to this Agreement as Attachment 6).



High Point Fund EIS
App. 14

RESOLUTION NO. 4659

RESOLUTION APPROVING A REPLACEMENT HOUSING PLAN FOR HIGH POINT

WHEREAS, the Seattle Housing Authority has obtained a HOPE VI funding grant for the redevelopment of the High Point Garden Community; and

WHEREAS, the Seattle Housing Authority is committed to creating a mixed-income and mixed-use redevelopment that will integrate the redeveloped High Point into the rest of West Seattle; and

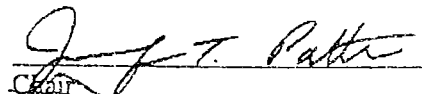
WHEREAS, the Seattle Housing Authority has committed to a one-for-one replacement of very low income housing units in all of its HOPE VI redevelopment efforts; and

WHEREAS, the Seattle Housing Authority has prepared a one-for-one replacement housing plan for High Point.

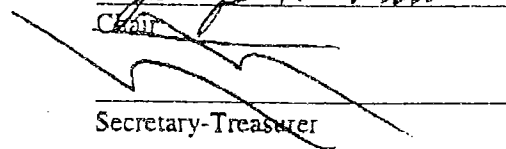
NOW, THEREFORE BE IT RESOLVED, by the Board of Commissioners of the Seattle Housing Authority as follows:

1. The Board of Commissioners approves the Replacement Housing Plan for High Point and accompanying five tables.

ADOPTED by a majority of members of the Board of Commissioners and signed by me in open session in authentication of its passage this 16th day of September 2002.


Chair

CERTIFIED BY:


Secretary-Treasurer

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE IT IS DUE TO THE QUALITY OF THE DOCUMENT.



High Point Replacement Housing Plan

Adopted by the Seattle Housing Authority Board of Commissioners on
September 16, 2002

Housing Production

The Seattle Housing Authority (SHA) shall either itself or in partnership with other non-profit housing organizations, develop a minimum of 716 Replacement Units to replace the 716 public housing units planned to be demolished in the redevelopment of the High Point Site (as shown in Table 2).

The 716 Replacement Units shall be affordable to public housing eligible households, with a minimum of one hundred percent (100%) of the units available to households with incomes at or below thirty percent (30%) of the Seattle median income, determined at the time of initial occupancy by each household.

The 716 Replacement Units shall be available for occupancy for a minimum of forty (40) years from the initial date of occupancy, or longer if Federal Operating Subsidies are renewed. If in the 40-year period federal operating subsidies are not renewed, SHA will make its best effort to maintain the units so they are available to households at or below thirty percent (30%) of median income.

The bedroom configuration of the 716 Replacement Units shall be no smaller than one bedroom in size. The bedroom replacement counts, depicted in Table 4 of this Plan, are subject to an up to 20% adjustment in any category, except for one-bedroom units, which may not be increased above the amount shown in Table 4.

Relocation of Existing High Point Residents

SHA will ensure that existing residents in good standing as of the time of SHA's Hope VI award (July 26, 2000) can return to High Point after completion of the redevelopment. SHA will work with the High Point Resident Council to develop screening criteria that will apply to new residents of the redeveloped High Point. All existing residents as of July 26, 2000, who are in compliance with lease terms and wish to return to the site, will be exempted from the new screening criteria.

Type and Location

Replacement Units that SHA develops either itself or that are developed by non-profit housing organizations must be located within the Seattle City limits. Replacement units may be developed via new construction, or acquisition and rehabilitation of existing buildings not in the ownership of SHA; provided that 1) no displacement of existing tenants occurs; and 2) there is a net addition of housing units affordable to households with incomes at or below 30% of median income.

is the same as previous V. (2)

done by SHA
in past or future

Progress Reports

On an annual basis SHA will prepare a report on progress in fulfilling this Replacement Housing Plan. This annual progress report will be available by March 1 each year until the High Point redevelopment is completed.

Table 1
High Point Housing Unit Plan
Annual Production Targets

Unit Type	Affordability*	2005	2006	2007	2008	2009	Total
On-Site Housing Units							
SHA or Partnership	0-30% MI	175		216			391
Section 202 Elderly Housing	0-30% MI	75					75
Affordable Rental Housing	0-60% MI	125		125			250
Affordable For-Sale Housing	0-80% MI	20	20	20	20		80
Market Rate For-Sale or Rental Housing	Market Rate	160	160	160	160	164	804
Total On-Site Housing Units							1600
Off-Site Housing Units							
SHA or Partnership Units	0-30% MI	50	50	50	50	50	250

MI = Median Income

* Available to households in this income category.

Table 2
Replacement Units

Unit Type	Affordability*	Total Units
On-Site Replacement Units		
SHA or Partnership units	0-30% MI	391
Section 202 Elderly Housing	0-30% MI	75
On- or Off-Site Replacement Units		
SHA or Partnership Units	0-30% MI	250
Total Replacement Units		716

MI = Median Income

* Available to households in this income category.

** SHA received an additional 109 Housing Choice Vouchers as a result of the High Point Redevelopment.

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE IT IS DUE TO THE QUALITY OF THE DOCUMENT.



Table 3
On-Site Housing Units

Unit Type	Affordability*	Total Units
On-Site Housing Units		
SHA	0-30% MI	350
Section 202 Elderly Housing	0-30% MI	75
Section 811 Disabled Housing	0-30% MI	41
Affordable Rental Housing	0-60% MI	250
Affordable For-Sale Housing	0-80% MI	80
Market Rate Rental or For-Sale Housing	Market Rate	804
Total Units On-Site		1600

MI = Median Income

* Available to households in this income category.

Table 4
Number and Configuration of On- and Off-Site Replacement Units

Configuration of Units**	Existing	Proposed On-site	Proposed Off-site	Difference from Existing
1 Bedroom	145	115	0	-30
2 Bedroom	266	111	105	-50
3 Bedroom	221	200	145	+124
4 Bedroom	84	35	0	-49
5 Bedroom	0	5	0	+5
Total Units	716	466	250	0

Note: This number includes 75 housing units to be developed by Providence Health Systems.

**Subject to adjustment of up to 20% in the 2 to 5 bedroom categories.

Table 5
Number and Configuration of On-Site Tax Credit Units

Configuration of Units**	Tax Credit units
1 Bedroom	0
2 Bedroom	105
3 Bedroom	130
4 Bedroom	15
5 Bedroom	0
Total Units	250

**Subject to adjustment of up to 20%.

Exhibit C: Property Use and Development Agreement

When Recorded, Return to:

THE CITY CLERK
First Floor, Municipal Building
600 4th Avenue
Seattle, WA 98104

PROPERTY USE AND DEVELOPMENT AGREEMENT

Grantor:	1) <u>Seattle Housing Authority</u>	2) _____
	<input type="checkbox"/> Additional on page _____	
Grantee:	1) <u>The City of Seattle</u>	2) _____
	<input type="checkbox"/> Additional on page _____	
Legal Description (abbreviated):	SEE ATTACHMENT 1 FOR LEGAL DESCRIPTION OF PROPERTY (High Point Garden Community, 6550 32nd Avenue S.W., generally bounded by SW Juneau Street on the north, 35 th Avenue SW on the west, SW Myrtle Street on the south, and the hillside above Longfellow Creek on the east.)	
	x Additional on : <u>ATTACHMENT 1</u>	
Assessor's Tax Parcel ID #:	<u>252403-9051-09; 252403-9049-04</u>	
Reference Nos. of Documents Released or Assigned:	<u>N/A</u>	

THIS PROPERTY USE AND DEVELOPMENT AGREEMENT (the "Agreement") is
executed this _____ day of _____, 2003 in favor of the City of Seattle, a Washington municipal
corporation (the "City"), by the Seattle Housing Authority (the "Owner"), a Washington
municipal corporation, owner of property legally described herein (the "Property").



RECITALS

A. The Owner has a fee simple and/or substantial beneficial interest in the Property known as the High Point Garden Community in Seattle at 6550 32nd Avenue S.W., which is legally described in Attachment 1.

B. The Owner filed a petition (C.F. 305400) with the City for a contract rezone to rezone the Property from Lowrise 1 (L1) to a combination of Lowrise 2 (L2), Lowrise 4 (L4) and Neighborhood Commercial 2 with a forty-foot height limit (NC2-40'), as shown on the rezone map on Attachment 2, subject to conditions. The purpose of the application is to allow the Owner to redevelop the High Point Garden Community under a federal HOPE VI grant with a mix of residential and commercial uses.

C. Seattle Municipal Code (SMC) Section 23.34.004 allows the City to approve a contract rezone subject to "self-imposed restrictions upon the use and development of the property in order to ameliorate adverse impacts which could occur from unrestricted use and development permitted in the zone."

D. On December 19, 2002, the Director of the Department of Design, Construction and Land Use ("DCLU") recommended that the rezone be granted, subject to conditions.

E. On March 5, 2003, the Hearing Examiner recommended that the rezone be granted, subject to conditions.

F. On May 19, 2003, the City Council Committee of the Whole voted to recommend to the full Council that the rezone be granted, subject to conditions.



AGREEMENT

Section 1. Pursuant to SMC 23.34.004, the Owner hereby covenants, bargains and agrees, on behalf of itself and its successors and assigns, that it will comply with the following limitations and conditions in consideration of the rezone of the Property from L1 to L2, L4 and NC2-40':

1. *The changes in zone designation are granted as shown in Attachment 2, as limited in this Agreement and in the ordinance approving the contract rezone. Development of each block listed below is further limited as follows:*
 - a. *The maximum number of dwelling units permitted on the Property is 1,600 dwelling units, regardless of whether the density permitted under this Agreement or permitted under the applicable zone designation for any given block is higher.*
 - b. *The following blocks are zoned Lowrise 4 (L4): Blocks 1.3-1.4, 3.2, 4.1, 8, 10-13, 16-19, 21-24, 26-31, and 33.2-33.3. The density on these blocks is limited to the following density: 1 dwelling unit/1,200 s.f. of lot area. With the exception of the density limits noted here and in subsection 1a, above, all other L4 development standards apply to these blocks. The height on these blocks is limited to the L4 height limits.*
 - c. *The following blocks are zoned L4 and are subject to L4 density, height limits and development standards: Blocks 5, 14-15, 20, 32, and 34.2-34.4. (The changes in zone designation do not include the requested departure from height for Block 14.)*
 - d. *The following blocks are zoned Lowrise 2 (L2) and are subject to L2 density and development standards: Blocks 1.1-1.2, 2-3.1, B, 9.1-9.3, 25, 33.1, and 34.5-34.6.*
 - e. *The following block is zoned Neighborhood Commercial 2 with a forty-foot height limit (NC2-40') and is subject to the NC2-40' development standards, including the NC2-40' standards for heights: Block 9.4-9.8.*
 - f. *Uses are limited as follows: Block 5A, Library; Block 5B, Health Center; Block 15, Community Park; and Block 20, Neighborhood Center.*
2. *To the extent permitted by Conditions 1 and 2 above, the changes in zone designation are established only for the development of buildings with substantially the same design and platting pattern as represented in the*

applicant's Building Concept Plan (Sheet A2.0), Proposed Contract Rezone (Sheet A3.0), and Proposed Block Zoning (Sheet A3.1), dated October 31, 2002, including the same amenities and improvements as represented in these and other plan sheets from the October 31, 2002 plans and as modified by additional City review and staff in the plans presented at the hearing on February 10, 2003. (Copies of Sheets A2.0, A3.0 and A3.1 are attached as Exhibits 3, 4, and 5.) The Council acknowledges that SHA may refine the Building Concept Plan (Sheet A2.0) as to building type, design and location on the lot to reflect the evolution of the Building Concept as it continues through the public review process through continuing community and SHA input, design review and design development.

3. A unit/building count map shall be prepared and updated prior to the submittal of applications for either future construction or with building permits, whichever occurs first, at least quarterly, and submitted to DCLU. DCLU shall maintain the unit/building count map and shall evaluate any proposed new uses or development to ensure that the restrictions, particularly those on density limits, contained in this PUDA are complied with.
4. SHA shall include the following language in Conditions, Covenants and Restrictions for High Point, which shall be binding on all purchasers of any portion of the Property: "...each prospective Owner is responsible for becoming apprised of the then most current Density Chart prior to acquiring any portion of the Property. Whenever any portion of the Property is conveyed, the deed shall expressly refer to the Density Restrictions and identify the maximum number of units that may be developed, constructed and operated on the property that is being conveyed by such deed."
5. SHA shall prepare Design Guidelines based on the Citywide Design Manual and the Conditions, Covenants and Restrictions for High Point. The Design Guidelines should be reviewed by the City's Design Review Board to confirm consistency with Citywide Design Guidelines and Design Review Board Guidance rendered for the High Point Redevelopment. The Design Guidelines shall be made part of the Conditions, Covenants and Restrictions made binding on all purchasers of any portion of the Property. Design review shall be required to the extent mandated by the Seattle Municipal Code, with the following exceptions. To ensure that proposed development is not "piecemealed" in such a fashion as to inappropriately avoid design review, any developer who develops in excess of eight units on a single block or adjacent blocks will be subject to design review even if those developments individually do not exceed eight units and are not otherwise contiguous to each other. Design review shall also be required for commercial uses, mixed-uses and minor institutional uses on the Property, and for all uses on Block 25.
6. On Block 25, a minimum setback is required along the west property line, a maximum front yard setback is required for uses on Block 25 and no alley access shall be required. The appropriate setbacks will be determined through administrative design review, which is required for the Block 25.

7. *SHA must install all required streets, utilities and other infrastructure prior to occupancy of any development site with the exception that the final lift of asphalt may be completed at a later time. The development frontage street must have final pavement not more than 18 months after the development of each phase is occupied. Street trees shall be installed within 4 months of the final lift of asphalt for each phase.*
8. *SHA or its developer partners are financially responsible for any time spent by DCLU in connection with this Contract Rezone and the implementation of rezone conditions.*

Section 2. This Agreement shall be recorded in the records of King County by the City Clerk. The covenants hereof shall be deemed to attach to and run with the Property and shall be binding upon the Owner, its heirs, successors and assigns, and shall apply to after-acquired title of the Owner of the Property; provided the covenants herein and the rezone shall expire and be of no force and effect ten (10) years from the effective date of the approval of this rezone, or, if construction permits have been applied for or issued at that time, until expiration of those permits.

Section 3. This Agreement may be amended or modified by agreement between the Owner and the City; provided, such amendment agreement shall be approved by the City Council by ordinance. Nothing in this Agreement shall prevent the City Council from making such further amendments to the zoning ordinance and/or Land Use Code or exercising the City's police power as it may deem necessary in the public interest. The conditions contained in this Agreement are based on the unique circumstances applicable to this Property, and this Agreement is not intended to establish precedent for other rezones in the surrounding area.

Section 4. This Agreement is made for the benefit of the City and for the benefit of the owners of the property within 300 feet of the Property and either the City or any such property owners may institute and prosecute any proceeding at law or in equity to enforce this Agreement.

Section 5. The Owner acknowledges that compliance with the conditions of this Agreement is a condition of the subject rezone and that if the Owner avails itself of the benefits of this rezone but then fails to comply with the conditions of this Agreement with the City, in addition to pursuing any other remedy, the City may revoke the rezone by ordinance and require the use of the Property to conform to the requirements of the previously existing Lowrise 1 zone.

SIGNED this _____ day of _____, 2003.

OWNER, SEATTLE HOUSING AUTHORITY,
a Washington Municipal Corporation

By _____
Name _____
Title _____



STATE OF WASHINGTON

COUNTY OF KING

ss.

On this day personally appeared before me _____, to me known to be the _____ of the SEATTLE HOUSING AUTHORITY, a Washington municipal corporation, the party that executed the foregoing instrument, and acknowledged such instrument to be the free and voluntary act and deed of such corporation, for the uses and purposes therein mentioned, and on oath stated that he was duly authorized to execute such instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this ____ day of _____, 2003.

Printed Name

NOTARY PUBLIC in and for the State of
Washington, residing at

My Commission Expires

Legal Description of Proposed SHA High Point Revitalization Site
As provided to applicant by Bush, Roed, & Hitchings Inc., on 2/26/03

DESCRIPTION:

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 24 AND OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 25, ALL IN TOWNSHIP 24 NORTH, RANGE 3 EAST, W.M., IN KING COUNTY, WASHINGTON, INCLUDING PORTIONS OF HIGH POINT ADDITION, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 31 OF PLATS, PAGE 35, IN KING COUNTY, WASHINGTON, AND WEST SIDE ADDITION TO WEST SEATTLE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 7 OF PLATS, PAGE 48, IN KING COUNTY, WASHINGTON, AND SUPPLEMENTAL PLAT OF HIGH POINT ADDITION, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 32 OF PLATS, PAGE 23, IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 24;
THENCE ON THE EAST LINE THEREOF SOUTH 0°28'57" WEST 30.00 FEET;
THENCE ON A LINE THAT IS PARALLEL TO THE NORTH LINE OF THE SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER, NORTH 89°34'50" WEST 313.31 FEET;
THENCE SOUTH 69°19'05" WEST 216.67 FEET;
THENCE SOUTH 14°15'10" EAST 604.99 FEET;
THENCE SOUTH 1°00'25" EAST, 1,963.83 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SAID SECTION 25;
THENCE ON SAID SOUTH LINE NORTH 89°33'52" WEST 862.02 FEET TO A POINT ON THE EAST MARGINAL LINE OF SYLVAN WAY;
THENCE ALONG SAID MARGINAL LINE NORTH 20°51'19" WEST 32.20 FEET TO A POINT ON THE EASTERLY EXTENSION OF THE NORTH MARGIN OF WEST HOLLY STREET;
THENCE ALONG SAID NORTH MARGIN, NORTH 89°33'52" WEST, 780.87 FEET TO THE EAST MARGIN OF 32ND AVENUE SOUTHWEST;
THENCE ALONG SAID EAST MARGIN NORTH 0°48'55" EAST, 1,244.11 FEET TO THE EXTENDED-NORTH MARGIN OF THE ALLEY ALONG THE SOUTH LINE OF LOTS 6 AND 7 IN BLOCK 9 OF SAID HIGH POINT ADDITION TO THE CITY OF SEATTLE;



GB
High Point Ord.
5/5/03 Version 3

THENCE ALONG SAID NORTH MARGIN OF THE ALLEY NORTH $89^{\circ}32'34''$ WEST,
328.81 FEET
TO THE EAST MARGIN OF 34TH AVENUE SOUTHWEST;
THENCE ALONG THE SAID EAST MARGIN NORTH $0^{\circ}52'34''$ EAST, 70.98 FEET TO
THE
SOUTHERLY MARGIN OF WEST GRAHAM STREET;
THENCE NORTH $0^{\circ}43'48''$ EAST ACROSS WEST GRAHAM STREET 88.93 FEET TO THE
NORTHEAST CORNER OF WEST GRAHAM STREET AND 34TH AVENUE SOUTHWEST;
THENCE ALONG THE NORTHERLY MARGIN OF WEST GRAHAM STREET, WESTERLY ON A
CURVE TO THE RIGHT OF A UNIFORM RADIUS OF 300.00 FEET, THROUGH AN ARC
DISTANCE OF 78.30 FEET;
THENCE CONTINUING ALONG SAID NORTHERLY MARGIN SOUTH $78^{\circ}17'23''$ WEST,
165.60
FEET TO A POINT ON THE EAST PROPERTY LINE OF LOT 2, BLOCK 7, HIGH
POINT ADDITION
TO THE CITY OF SEATTLE SUPPLEMENTAL PLAT; THENCE ALONG SAID LAST
DESCRIBED
LINE NORTH $0^{\circ}40'30''$ EAST 115.91 FEET TO A POINT ON THE SOUTH PROPERTY
LINE OF LOT
11, BLOCK 7, HIGH POINT ADDITION TO THE CITY OF SEATTLE, SUPPLEMENTAL
PLAT;
THENCE ALONG SAID LAST MENTIONED PROPERTY LINE NORTH $89^{\circ}33'03''$ WEST,
86.00
FEET TO A POINT ON THE EAST LINE OF 35TH AVENUE SOUTHWEST;
THENCE NORTH $0^{\circ}40'30''$ EAST, ALONG SAID EAST MARGIN 481.47 FEET TO THE
SOUTH
MARGIN OF WEST RAYMOND STREET;
THENCE SOUTH $89^{\circ}33'03''$ EAST ALONG SAID SOUTH MARGIN 656.98 FEET TO THE
EAST
MARGIN OF 32ND AVENUE SOUTHWEST EXTENDED SOUTHERLY;
THENCE NORTH $0^{\circ}37'54''$ EAST, ALONG SAID EAST MARGIN 663.92 FEET TO THE
SOUTH
MARGIN OF WEST JUNEAU STREET;
THENCE SOUTH $89^{\circ}34'50''$ EAST, ALONG SAID SOUTH MARGIN 621.42 FEET;
THENCE NORTH $0^{\circ}34'38''$ EAST 30.00 FEET TO THE SOUTH MARGIN OF WEST
JUNEAU
STREET AS DEDICATED IN THE PLAT OF WEST SIDE ADDITION TO WEST SEATTLE,
ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 7 OF PLATS, PAGE 48,
IN KING
COUNTY, WASHINGTON;
THENCE SOUTH $89^{\circ}34'50''$ EAST ALONG SAID SOUTH MARGIN 44.73 FEET TO THE
EAST
MARGIN OF 30TH AVENUE SOUTHWEST EXTENDED SOUTHERLY;
THENCE NORTH $0^{\circ}21'51''$ EAST ALONG SAID EAST MARGIN 290.50 FEET;
THENCE SOUTH $89^{\circ}38'20''$ EAST 580.00 FEET TO A MONUMENT;
THENCE SOUTH $0^{\circ}21'51''$ WEST 291.19 FEET TO THE SOUTH MARGIN OF WEST
JUNEAU
STREET;
THENCE SOUTH $89^{\circ}34'50''$ EAST ALONG SAID SOUTH MARGIN 698.10 FEET TO THE
NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF
SAID SECTION 24 AND THE PLACE OF BEGINNING;



EXCEPT THAT PART DESCRIBED AS FOLLOWS:

A PARCEL OF LAND IN THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 24 NORTH,
RANGE 3 EAST, W.M., IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE CONCRETE MONUMENT MARKING THE INTERSECTION OF SYLVAN WAY SOUTHWEST AND SOUTHWEST HOLLY STREET;
THENCE SOUTH 89°33'52" EAST 35.47 FEET TO THE NORTHWEST CORNER OF SOUTHWEST HOLLY STREET, AS VACATED UNDER CITY OF SEATTLE ORDINANCE NUMBER 77187, AND
THE TRUE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL;
THENCE CONTINUING SOUTH 89°33'52" EAST ALONG THE NORTHERLY MARGIN OF SAID VACATED SOUTHWEST HOLLY STREET AND ITS PROJECTION EASTERLY 1,173.21 FEET TO
THE EASTERLY LINE OF SAID NORTHWEST QUARTER OF SECTION 25;
THENCE NORTH 0°27'02" EAST ALONG SAID EASTERLY LINE 12.00 FEET;
THENCE NORTH 89°33'52" WEST 1,146.23 FEET;
THENCE NORTH 0°27'02" EAST 8.02 FEET;
THENCE NORTH 89°33'52" WEST 34.87 FEET TO THE EASTERLY MARGIN OF SYLVAN WAY SOUTHWEST;
THENCE SOUTH 21°03'52" EAST ALONG SAID EASTERLY MARGIN 21.52 FEET, MORE OR
LESS, TO THE TRUE POINT OF BEGINNING.

AND ALSO THAT PORTION DESCRIBED AS FOLLOWS:

A PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 24,
TOWNSHIP 24 NORTH, RANGE 3 EAST, W.M., IN KING COUNTY, WASHINGTON, DESCRIBED
AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EAST LINE OF SAID SUBDIVISION AND A LINE
30 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE THEREOF;
THENCE WEST ALONG SAID PARALLEL LINE 313.31 FEET TO THE TRUE POINT OF BEGINNING;
THENCE SOUTH 69°19'05" WEST 216.67 FEET;
THENCE NORTH 14°15'10" WEST TO A LINE 30 FEET SOUTH OF AND PARALLEL TO THE
NORTH LINE OF SAID SUBDIVISION;
THENCE EAST ALONG SAID PARALLEL LINE TO THE TRUE POINT OF BEGINNING.

AND ALSO EXCEPT THAT PART IN ROADS.

TOGETHER WITH THE FOLLOWING DESCRIBED PROPERTY:

Attachment 1: Legal Description



A TRACT OF LAND LYING IN THE COUNTY OF KING, STATE OF WASHINGTON, AND DESCRIBED AS FOLLOWS:

BEING A PORTION OF THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 24 NORTH, RANGE 3 EAST, W.M., IN KING COUNTY, WASHINGTON, INCLUDING PORTIONS OF HIGH POINT ADDITION AND SAWYER'S HOME TRACTS ADDITION, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 15 OF PLATS, PAGE 9, IN KING COUNTY, WASHINGTON;
SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER OF SAID SECTION 25;
THENCE NORTH 89°36'40" WEST ALONG THE EAST AND WEST CENTER LINE OF SAID SECTION FOR 913.13 FEET TO THE WEST LINE OF TWENTY-EIGHTH AVENUE SOUTHWEST;
THENCE NORTH 18°20'20" WEST ALONG THE WEST LINE OF SAID TWENTY-EIGHTH AVENUE FOR 31.68 FEET, TO THE TRUE POINT OF BEGINNING;
THENCE NORTH 39°36'40" WEST ALONG THE NORTH LINE OF WEST MYRTLE STREET FOR 1,080.78 FEET;
THENCE NORTH 0°49'06" EAST FOR 0.22 FEET;
THENCE NORTH 89°39'32" WEST FOR 308.25 FEET TO THE SOUTHWEST CORNER OF BLOCK 2
IN THE PLAT OF SAWYER'S HOME TRACTS ADDITION;
THENCE NORTH 0°56'01" EAST ALONG THE EASTERLY MARGIN OF THIRTY-FOURTH AVENUE SOUTHWEST FOR 634.11 FEET;
THENCE SOUTH 89°36'14" EAST FOR 0.19 FEET;
THENCE NORTH 0°56'36" EAST ALONG THE EASTERLY MARGIN OF THIRTY-FOURTH AVENUE SOUTHWEST FOR 634.09 FEET TO AN INTERSECTION WITH THE SOUTH MARGIN OF WEST HOLLY STREET;
THENCE SOUTH 89°35'50" EAST ALONG THE SOUTH MARGIN OF WEST HOLLY STREET FOR 141.00 FEET;
THENCE NORTH 0°56'36" EAST FOR 30.0 FEET;
THENCE SOUTH 89°35'50" EAST FOR 9.18 FEET
THENCE NORTH 0°52'46" EAST ALONG THE EASTERLY MARGIN OF THE ALLEY IN BLOCK 16
AND A PORTION OF BLOCK 9 IN THE PLAT OF HIGH POINT ADDITION FOR 1,239.62 FEET;
THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 15 FEET AND CONSUMING AN ANGLE OF 89°33'24" FOR AN ARC DISTANCE OF 23.45 FEET;
THENCE SOUTH 89°33'50" EAST ALONG THE SOUTH MARGIN OF THE ALLEY FOR 108.93 FEET TO AN INTERSECTION WITH THE WEST MARGIN OF THIRTY-SECOND AVENUE SOUTHWEST;



GB
High Point Ord.
5/5/03 Version 3

THENCE SOUTH 0°49'06" WEST FOR 1,284.47 FEET TO AN INTERSECTION WITH
THE SOUTH
MARGIN OF WEST HOLLY STREET;
THENCE SOUTH 89°35'50" EAST ALONG SAID SOUTH MARGIN FOR 529.12 FEET TO
AN
INTERSECTION WITH THE WEST LINE OF THE EAST HALF OF THE EAST HALF OF
THE
NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF
SAID SECTION 25;
THENCE SOUTH 0°43'54" WEST ALONG SAID WEST LINE FOR 302.00 FEET;
THENCE SOUTH 89°36'02" EAST FOR 166.53 FEET TO AN INTERSECTION WITH
THE EAST
LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION
25;
THENCE SOUTH 0°42'10" WEST ALONG THE EAST LINE OF THE SOUTHWEST
QUARTER OF
THE NORTHWEST QUARTER FOR 361.98 FEET TO THE SOUTH MARGIN OF WEST
WILLOW
STREET;
THENCE SOUTH 89°36'14" EAST ALONG THE SOUTH LINE OF WEST WILLOW STREET
FOR
204.68 FEET TO AN INTERSECTION WITH THE WESTERLY MARGIN OF TWENTY-
EIGHTH
AVENUE SOUTHWEST;
THENCE SOUTH 18°20'20" EAST ALONG THE WESTERLY MARGIN OF SAID TWENTY-
EIGHTH
AVENUE SOUTHWEST FOR 637.70 FEET TO THE TRUE POINT OF BEGINNING;

EXCEPT THAT PART AS FOLLOWS:

THAT PORTION OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF
SECTION 25, TOWNSHIP 24 NORTH, RANGE 3 EAST, W.M., IN KING COUNTY,
WASHINGTON,
DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EAST MARGIN OF 34TH AVENUE
SOUTHWEST
AND THE NORTH MARGIN OF WEST MYRTLE STREET IN THE CITY OF SEATTLE;
THENCE NORTH 0°56'01" EAST ALONG THE SAID EAST MARGIN 622.20 FEET TO
THE TRUE
POINT OF BEGINNING;
THENCE SOUTH 89°29'59" EAST 232.28 FEET;
THENCE SOUTH 0°54'01" WEST 168.36 FEET;
THENCE SOUTH 89°05'59" EAST 195.80 FEET;
THENCE NORTH 0°54'01" EAST 358.98 FEET;
THENCE NORTH 89°05'59" WEST 198.80 FEET;
THENCE SOUTH 0°54'01" WEST 180.62 FEET;
THENCE NORTH 89°29'59" WEST 232.28 FEET TO THE EAST MARGIN OF 34TH
AVENUE
SOUTHWEST;
THENCE SOUTH 0°56'01" WEST ALONG THE SAID EAST MARGIN 10 FEET TO THE
TRUE

GB
High Point Ord.
5/5/03 Version 3

POINT OF BEGINNING;

AND ALSO EXCEPT THAT PART AS FOLLOWS:

THOSE PORTIONS OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 24 NORTH, RANGE 3 EAST, W.M., IN KING COUNTY, WASHINGTON,
MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EAST MARGIN OF 34TH AVENUE
SOUTHWEST
AND THE NORTH MARGIN OF WEST MYRTLE STREET, IN THE CITY OF SEATTLE;
THENCE NORTH 0°56'01" EAST ALONG THE EAST MARGIN OF 34TH AVENUE
SOUTHWEST
622.20 FEET;
THENCE SOUTH 89°29'59" EAST 232.28 FEET;
THENCE SOUTH 0°34'01" WEST 168.36 FEET TO THE FIRST TRUE POINT OF
BEGINNING;
THENCE CONTINUING SOUTH 0°54'01" WEST 212.65 FEET;
THENCE SOUTH 89°05'59" EAST 195.80 FEET;
THENCE NORTH 0°54'01" EAST 212.65 FEET;
THENCE NORTH 89°05'59" WEST 195.80 FEET TO THE FIRST TRUE POINT OF
BEGINNING,
AND THEN;
THENCE NORTH 0°54'01" EAST 358.98 FEET TO THE SECOND TRUE POINT OF
BEGINNING;
THENCE SOUTH 89°05'59" EAST 195.80 FEET;
THENCE NORTH 0°54'01" EAST 201.28 FEET;
THENCE NORTH 89°05'59" WEST 195.80 FEET;
THENCE SOUTH 0°54'01" WEST 201.28 FEET TO THE SECOND TRUE POINT OF
BEGINNING;

AND ALSO EXCEPT THAT PORTION OF THE SOUTHWEST QUARTER OF THE NORTHWEST
QUARTER OF SECTION 25, TOWNSHIP 24 NORTH, RANGE 3 EAST, W.M., IN KING
COUNTY,
WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EASTERLY MARGIN OF 34TH AVENUE
SOUTHWEST AND THE NORTHERLY MARGIN OF WEST MYRTLE STREET IN THE CITY
OF
SEATTLE;
THENCE NORTH 0°56'01" EAST ALONG THE SAID EASTERLY MARGIN OF 34TH
AVENUE
SOUTHWEST FOR 632.20 FEET TO THE TRUE POINT OF BEGINNING;
THENCE SOUTH 89°29'59" EAST FOR 232.28 FEET;
THENCE NORTH 0°54'01" EAST FOR 381.90 FEET;
THENCE NORTH 89°05'59" WEST FOR 56.80 FEET;
THENCE NORTH 0°56'36" EAST FOR 33.00 FEET;
THENCE NORTH 89°35'50" WEST FOR 175.00 FEET TO AN INTERSECTION WITH
THE
EASTERLY MARGIN OF 34TH AVENUE SOUTHWEST;
THENCE SOUTH 0°56'36" WEST ALONG SAID EASTERLY MARGIN FOR 413.09 FEET;



GB
High Point Ord.
5/5/03 Version 3

THENCE NORTH 89°36'14" WEST FOR 0.19 FEET;
THENCE SOUTH 0°56'01" WEST FOR 1.91 TO THE TRUE POINT OF BEGINNING;

AND ALSO EXCEPT THAT PORTION OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 24 NORTH, RANGE 3 EAST, W.M., IN KING COUNTY,
WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT AN EXISTING MONUMENT AT THE INTERSECTION OF THE CENTERLINE
OF 34TH AVENUE SOUTHWEST AND SOUTHWEST MYRTLE STREET;
THENCE SOUTH 89°36'26" EAST, ALONG THE CENTERLINE OF SAID SOUTHWEST MYRTLE STREET, 30.00 FEET;
THENCE NORTH 00°56'12" EAST 30.00 FEET, TO THE INTERSECTION OF THE NORTH MARGIN
OF SAID SOUTHWEST MYRTLE STREET WITH THE EAST MARGIN OF SAID 34TH AVENUE SOUTHWEST;
THENCE NORTH 00°56'12" EAST, ALONG SAID EAST MARGIN, 1,047.20 FEET;
THENCE SOUTH 89°35'39" EAST 657.07 FEET TO THE WEST MARGIN OF 31ST AVENUE SOUTHWEST AND THE TRUE POINT OF BEGINNING;
THENCE SOUTH 00°46'35" WEST ALONG SAID WEST MARGIN 173.16 FEET TO THE MOST NORTHERLY LINE OF PARCEL DESCRIBED IN DOCUMENT RECORDED UNDER KING COUNTY RECORDING NUMBER 7708010863;
THENCE NORTH 89°25'00" WEST ALONG SAID NORTHERLY LINE 229.60 FEET TO THE EASTERLY LINE OF THE MOST NORTHERLY PARCEL DESCRIBED IN DOCUMENT RECORDED UNDER KING COUNTY RECORDING NUMBER 4185426;
THENCE NORTH 00°54'12" EAST ALONG SAID EASTERLY LINE 137.26 FEET TO THE NORTHERLY LINE OF SAID MOST NORTHERLY PARCEL DESCRIBED IN DOCUMENT RECORDED UNDER KING COUNTY RECORDING NUMBER 4185426;
THENCE NORTH 89°05'48" WEST ALONG SAID NORTHERLY LINE AND ITS WESTERLY EXTENSION 252.60 FEET TO THE EASTERLY LINE OF PARCEL DESCRIBED IN DOCUMENT RECORDED UNDER KING COUNTY RECORDING NUMBER 5077825;
THENCE NORTH 00°56'47" EAST ALONG SAID EASTERLY LINE 33.00 FEET TO A POINT FROM WHICH THE TRUE POINT OF BEGINNING BEARS SOUTH 89°35'39" EAST;
THENCE SOUTH 89°35'39" EAST 481.81 FEET TO THE TRUE POINT OF BEGINNING;

AND ALSO EXCEPT THAT PORTION OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 24 NORTH, RANGE 3 EAST, W.M., IN KING COUNTY,
WASHINGTON, LYING EASTERLY OF A LINE DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SOUTHWEST QUARTER;

GB
High Point Ord.
5/5/03 Version 3

THENCE ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER, NORTH 89°33'52" WEST
181.10 FEET;
THENCE SOUTH 0°26'08" WEST 30.00 FEET TO THE TRUE POINT OF BEGINNING, OF SAID
LINE;
THENCE SOUTH 2°01'45" EAST 301.90 FEET;
THENCE SOUTH 13°29'00" EAST 130.79 FEET;
THENCE SOUTH 28°44'06" EAST 192.48 FEET;
THENCE SOUTH 0°41'38" WEST 67.18 FEET;
THENCE SOUTH 89°35'08" EAST 40.00 FEET, MORE OR LESS, TO THE EAST LINE OF SAID
SOUTHWEST QUARTER.

AND ALSO EXCEPT THAT PORTION COMMENCING AT THE INTERSECTION OF THE NORTH
MARGIN OF SOUTHWEST MYRTLE STREET AND THE WEST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 25,
TOWNSHIP 24 NORTH, RANGE 3 EAST, W.M., IN KING COUNTY, WASHINGTON;
THENCE SOUTH 89°36'40" EAST ALONG SAID NORTH MARGIN 171.52 FEET TO THE TRUE
PLACE OF BEGINNING OF THIS DESCRIPTION;
THENCE NORTH 07°56'03" WEST, 347.35 FEET TO AN IRON PIPE;
THENCE NORTH 11°34'37" WEST, 266.04 FEET, MORE OR LESS, TO A POINT ON A LINE
PARALLEL WITH AND 30.00 FEET SOUTHERLY, MEASURED AT RIGHT ANGLES TO THE
NORTH LINE OF SAID SUBDIVISION;
THENCE SOUTH 89°36'14" EAST, 141.90 FEET, MORE OR LESS, TO THE WESTERLY MARGIN
OF 28TH AVENUE SOUTHWEST;
THENCE SOUTH 18°20'20" EAST ALONG SAID MARGIN 637.70 FEET, MORE OR LESS, TO THE
SAID NORTH MARGIN OF SOUTHWEST MYRTLE STREET;
THENCE NORTH 89°36'40" WEST ALONG SAID NORTH MARGIN, 241.21 FEET, MORE OR LESS,
TO THE TRUE PLACE OF BEGINNING;

AND ALSO EXCEPT THAT PART AS FOLLOWS:

THAT PORTION OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 24 NORTH, RANGE 3 EAST, W.M., IN KING COUNTY, WASHINGTON,
DESCRIBED AS FOLLOWS:

BEGINNING AT AN EXISTING MONUMENT AT THE INTERSECTION OF THE CENTERLINES
OF 34TH AVENUE SOUTHWEST AND SOUTHWEST MYRTLE STREET;
THENCE EASTERLY ALONG LAST DESCRIBED CENTERLINE ON A BEARING OF SOUTH 8: 6'25" EAST, A DISTANCE OF 30.00 FEET;



GB
High Point Ord.
5/5/03 Version 3

THENCE NORTH 0°56'12" EAST, A DISTANCE OF 30.00 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION, SAID POINT BEING THE SOUTHWEST CORNER OF THE FOLLOWING DESCRIBED PROPERTY;

COMMENCING AT THE TRUE POINT OF BEGINNING:

THENCE NORTH 0°56'12" EAST A DISTANCE OF 622.20 FEET ALONG THE EASTERLY MARGIN OF 34TH AVENUE SOUTHWEST;

THENCE SOUTH 89°29'48" EAST, A DISTANCE OF 232.28 FEET;

THENCE SOUTH 0°54'12" WEST, A DISTANCE OF 381.01 FEET;

THENCE SOUTH 89°05'48" EAST, A DISTANCE OF 195.80 FEET;

THENCE NORTH 0°54'12" EAST, A DISTANCE OF 635.65 FEET;

THENCE SOUTH 89°25'00" EAST, A DISTANCE OF 229.58 FEET TO THE INTERSECTION WITH

THE WESTERLY MARGIN OF WHAT IS COMMONLY KNOWN AS 31ST AVENUE SOUTHWEST;

THENCE SOUTHERLY ALONG SAID MARGIN ON A BEARING OF SOUTH 0°46'35" WEST, A

DISTANCE OF 27.22 FEET TO A BEGINNING OF CURVE (THE RADIAL CENTER OF WHICH

BEARS SOUTH 89°13'25" EAST, A DISTANCE OF 386.70 FEET AND HAS A CENTRAL ANGLE OF

36°16'55");

THENCE ON A CURVE TO THE LEFT IN A SOUTHEASTERLY DIRECTION, AN ARC DISTANCE

OF 244.87 FEET TO A POINT OF REVERSE CURVATURE, (THE RADIAL CENTER OF WHICH

BEARS SOUTH 54°29'40" WEST, A DISTANCE OF 332.15 FEET AND HAS A CENTRAL ANGLE

OF 36°42'49");

THENCE ON A CURVE TO THE RIGHT IN A SOUTHERLY DIRECTION AN ARC DISTANCE OF

212.83 FEET TO A POINT OF TANGENCY ON THE WESTERLY MARGIN OF WHAT IS COMMONLY KNOWN AS 31ST AVENUE SOUTHWEST;

THENCE SOUTHERLY ALONG SAID MARGIN ON A BEARING OF SOUTH 1°12'29" WEST A

DISTANCE OF 417.84 FEET TO A POINT OF INTERSECTION WITH THE NORTHERLY MARGIN

OF SOUTHWEST MYRTLE STREET;

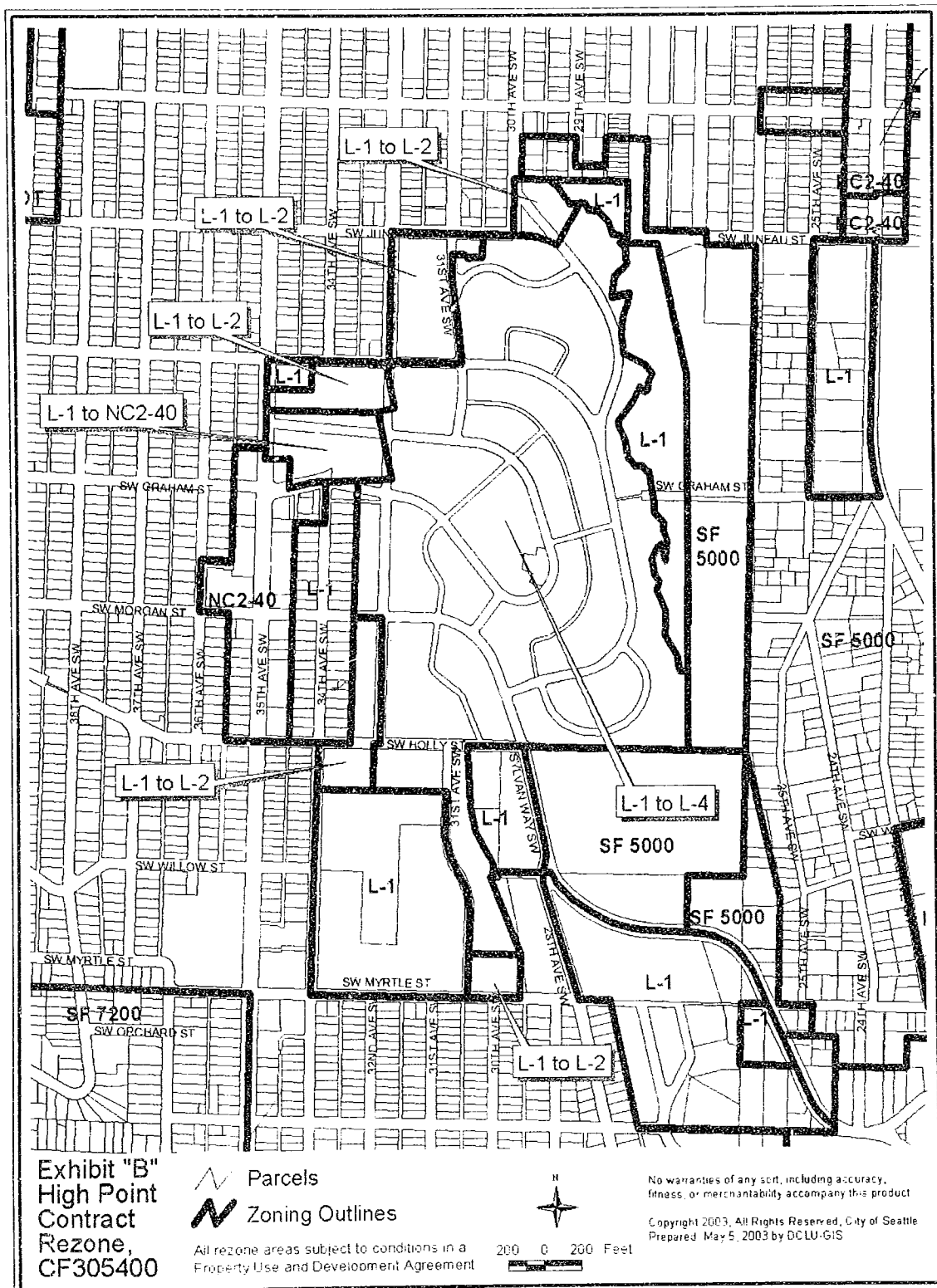
THENCE WESTERLY ALONG SAID MARGIN ON A BEARING OF NORTH 89°36'25" WEST, A

DISTANCE OF 796.19 FEET TO A POINT OF INTERSECTION WITH THE EASTERLY MARGIN OF

34TH AVENUE SOUTHWEST AND THE TRUE POINT OF BEGINNING;

AND ALSO EXCEPT THAT PART IN ROADS.





NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE
IT IS DUE TO THE QUALITY OF THE DOCUMENT.



HIGH POINT
 SEATTLE HOUSING AUTHORITY



FOR PERMIT ONLY
 BUILDING
 CONCEPT
 PLAN
 A2.0

FOR PERMIT ONLY
 BUILDING
 CONCEPT
 PLAN
 A2.0

IT IS DUE TO THE QUALITY OF THE DOCUMENT.



ACTING
CITY
CLERK

APPROPRIATE AGENCY
RECEIVED

CITY OF SEATTLE HEALTH DEPARTMENT
EXHIBIT

FILE # MUR-02-051SD CE ENG-409

26

REZONE
01-25-15
MAY 2015
MASTER
USE
PERMIT
A3.0
COURTESY OF BENTLEY, INC.

Attachment 4

ZONING BY BLOCK

Block # / Lot #	Current Zoning	Proposed Zoning	Restrictions/Departures: Misc. departures may be requested in all zones for irregular shaped lots, carriage houses, etc. Roadway width reductions will be requested in all zones	MIN. UNITS PER BLOCK
1.1 - 1.2	L-1	L-2		15
1.3 - 1.4	L-1	L-4	Density limited to 1 unit/1,200 s.f. of lot area Height limited to typical three story	17
2	L-1	L-2		42
3.1	L-1	L-2		2
3.2	L-1	L-4	Density limited to 1 unit/1,200 s.f. of lot area Height limited to typical three story	13
4.1	L-1	L-4	Density limited to 1 unit/1,200 s.f. of lot area Height limited to typical three story	12
5.1 - 5.2	L-1	L-4		23
A	L-1	L-1	LIBRARY	0
B	L-1	L-2	HEALTH CENTER	0
8	L-1	L-4	Density limited to 1 unit/1,200 s.f. of lot area Height limited to typical three story	6
9.1 - 9.3	L-1	L-2		18
10	L-1	L-4	Density limited to 1 unit/1,200 s.f. of lot area Height limited to typical three story	32
11	L-1	L-4	Density limited to 1 unit/1,200 s.f. of lot area Height limited to typical three story	23
12	L-1	L-4	Density limited to 1 unit/1,200 s.f. of lot area Height limited to typical three story	19
13	L-1	L-4	Density limited to 1 unit/1,200 s.f. of lot area Height limited to typical three story	7
14	L-1	L-4	Additional 4' height over allowable zoning for portion of senior housing per permit	0
15	L-1	L-4	COMMUNITY PARK	0
16	L-1	L-4	Density limited to 1 unit/1,200 s.f. of lot area Height limited to typical three story	22
17	L-1	L-4	Density limited to 1 unit/1,200 s.f. of lot area Height limited to typical three story	20
18	L-1	L-4	Density limited to 1 unit/1,200 s.f. of lot area Height limited to typical three story	25

Block #	Current Zoning	Proposed Zoning	Restrictions/Departures: Misc. departures may be requested in all zones for irregular shaped lots, carriage houses, etc. Roadway width reductions will be requested in all zones	MIN. UNITS PER BLOCK
19	L-1	L-4	Density limited to 1 unit/1,200 s.f. of lot area Height limited to typical three story	23
20	L-1	L-4	Neighborhood Center	0
21	L-1	L-4	Density limited to 1 unit/1,200 s.f. of lot area Height limited to typical three story	23
22	L-1	L-4	Density limited to 1 unit/1,200 s.f. of lot area Height limited to typical three story	30
23	L-1	L-4	Density limited to 1 unit/1,200 s.f. of lot area Height limited to typical three story	23
24	L-1	L-4	Density limited to 1 unit/1,200 s.f. of lot area Height limited to typical three story	30
25	L-1	L-2		18
26	L-1	L-4	Density limited to 1 unit/1,200 s.f. of lot area Height limited to typical three story	33
27	L-1	L-4	Density limited to 1 unit/1,200 s.f. of lot area Height limited to typical three story	30
28	L-1	L-4	Density limited to 1 unit/1,200 s.f. of lot area Height limited to typical three story	26
29	L-1	L-4	Density limited to 1 unit/1,200 s.f. of lot area Height limited to typical three story	17
30	L-1	L-4	Density limited to 1 unit/1,200 s.f. of lot area Height limited to typical three story	10
31	L-1	L-4	Density limited to 1 unit/1,200 s.f. of lot area Height limited to typical three story	7
32	L-1	L-4		13
33.1	L-1	L-2		13
33.2	L-1	L-4	Density limited to 1 unit/1,200 s.f. of lot area Height limited to typical three story	14
34.1	L-1	L-4	Density limited to 1 unit/1,200 s.f. of lot area Height limited to typical three story	14
34.2	L-1	L-4		12
34.3	L-1	L-2		12
34.4	L-1	L-2		12
34.5	L-1	L-2		12
34.6	L-1	L-2		12
35	L-1	L-1	Environmentally Critical Area	0

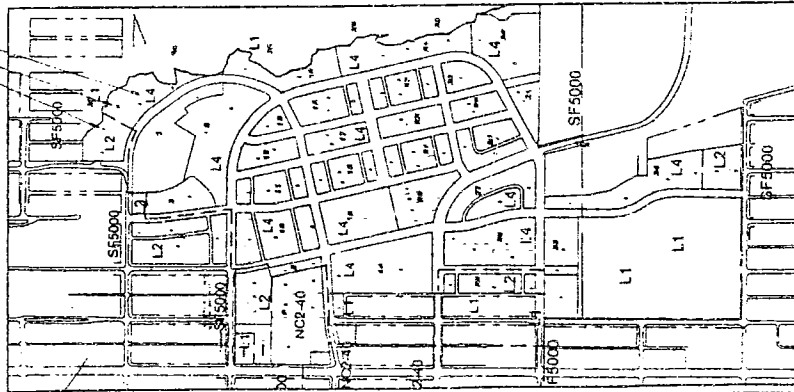
See Sheet A2.0 Building Concept Plan for anticipated buildings per block.

KEY

ZONE DESIGNATION
BLOCK NUMBER
LOT NUMBER

NOTE

A maximum of 1600 dwelling units shall be allowed within the Plat of High Point Revitalization.



MITHUM

1001 1st Avenue S.W.
Suite 1000
Seattle, WA 98104
Tel: 206.461.1111
Fax: 206.461.1112

Owner: Seattle Housing Authority
1001 1st Avenue S.W.
Suite 1000
Seattle, WA 98104
Tel: 206.461.1111
Fax: 206.461.1112

Project: 1001 1st Avenue S.W.
1001 1st Avenue S.W.
Suite 1000
Seattle, WA 98104
Tel: 206.461.1111
Fax: 206.461.1112

Architect: MITHUM
1001 1st Avenue S.W.
Suite 1000
Seattle, WA 98104
Tel: 206.461.1111
Fax: 206.461.1112

Engineer: MITHUM
1001 1st Avenue S.W.
Suite 1000
Seattle, WA 98104
Tel: 206.461.1111
Fax: 206.461.1112

Surveyor: MITHUM
1001 1st Avenue S.W.
Suite 1000
Seattle, WA 98104
Tel: 206.461.1111
Fax: 206.461.1112

Planner: MITHUM
1001 1st Avenue S.W.
Suite 1000
Seattle, WA 98104
Tel: 206.461.1111
Fax: 206.461.1112

Interior Designer: MITHUM
1001 1st Avenue S.W.
Suite 1000
Seattle, WA 98104
Tel: 206.461.1111
Fax: 206.461.1112

Landscaper: MITHUM
1001 1st Avenue S.W.
Suite 1000
Seattle, WA 98104
Tel: 206.461.1111
Fax: 206.461.1112

Sign Designer: MITHUM
1001 1st Avenue S.W.
Suite 1000
Seattle, WA 98104
Tel: 206.461.1111
Fax: 206.461.1112

Construction Manager: MITHUM
1001 1st Avenue S.W.
Suite 1000
Seattle, WA 98104
Tel: 206.461.1111
Fax: 206.461.1112

General Contractor: MITHUM
1001 1st Avenue S.W.
Suite 1000
Seattle, WA 98104
Tel: 206.461.1111
Fax: 206.461.1112

Subcontractor: MITHUM
1001 1st Avenue S.W.
Suite 1000
Seattle, WA 98104
Tel: 206.461.1111
Fax: 206.461.1112

Supplier: MITHUM
1001 1st Avenue S.W.
Suite 1000
Seattle, WA 98104
Tel: 206.461.1111
Fax: 206.461.1112

Installer: MITHUM
1001 1st Avenue S.W.
Suite 1000
Seattle, WA 98104
Tel: 206.461.1111
Fax: 206.461.1112

Maintainer: MITHUM
1001 1st Avenue S.W.
Suite 1000
Seattle, WA 98104
Tel: 206.461.1111
Fax: 206.461.1112

Remover: MITHUM
1001 1st Avenue S.W.
Suite 1000
Seattle, WA 98104
Tel: 206.461.1111
Fax: 206.461.1112

Demolisher: MITHUM
1001 1st Avenue S.W.
Suite 1000
Seattle, WA 98104
Tel: 206.461.1111
Fax: 206.461.1112

Transporter: MITHUM
1001 1st Avenue S.W.
Suite 1000
Seattle, WA 98104
Tel: 206.461.1111
Fax: 206.461.1112

Storage: MITHUM
1001 1st Avenue S.W.
Suite 1000
Seattle, WA 98104
Tel: 206.461.1111
Fax: 206.461.1112

Disposal: MITHUM
1001 1st Avenue S.W.
Suite 1000
Seattle, WA 98104
Tel: 206.461.1111
Fax: 206.461.1112

Recycling: MITHUM
1001 1st Avenue S.W.
Suite 1000
Seattle, WA 98104
Tel: 206.461.1111
Fax: 206.461.1112

Reuse: MITHUM
1001 1st Avenue S.W.
Suite 1000
Seattle, WA 98104
Tel: 206.461.1111
Fax: 206.461.1112

Repair: MITHUM
1001 1st Avenue S.W.
Suite 1000
Seattle, WA 98104
Tel: 206.461.1111
Fax: 206.461.1112

Refurbish: MITHUM
1001 1st Avenue S.W.
Suite 1000
Seattle, WA 98104
Tel: 206.461.1111
Fax: 206.461.1112

Rebuild: MITHUM
1001 1st Avenue S.W.
Suite 1000
Seattle, WA 98104
Tel: 206.461.1111
Fax: 206.461.1112

Reconstruct: MITHUM
1001 1st Avenue S.W.
Suite 1000
Seattle, WA 98104
Tel: 206.461.1111
Fax: 206.461.1112

Recreate: MITHUM
1001 1st Avenue S.W.
Suite 1000
Seattle, WA 98104
Tel: 206.461.1111
Fax: 206.461.1112

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE IT IS DUE TO THE QUALITY OF THE DOCUMENT.



Property Use and Development Agreement

When Recorded, Return to:

THE CITY CLERK
First Floor, Municipal Building
600 4th Avenue
Seattle, WA 98104

PROPERTY USE AND DEVELOPMENT AGREEMENT

Grantor:	1) <u>Seattle Housing Authority</u>	2) _____
	<input type="checkbox"/> Additional on page _____	
Grantee:	1) <u>The City of Seattle</u>	2) _____
	<input type="checkbox"/> Additional on page _____	
Legal Description (abbreviated):	SEE ATTACHMENT 1 FOR LEGAL DESCRIPTION OF PROPERTY (High Point Garden Community, 6550 32nd Avenue S.W., generally bounded by SW Juneau Street on the north, 35 th Avenue SW on the west, SW Myrtle Street on the south, and the hillside above Longfellow Creek on the east.)	
	x Additional on: <u>ATTACHMENT 1</u>	
Assessor's Tax Parcel ID #:	<u>252403-9051-09; 252403-9049-04</u>	
Reference Nos. of Documents Released or Assigned:	<u>N/A</u>	

THIS PROPERTY USE AND DEVELOPMENT AGREEMENT (the "Agreement") is executed this _____ day of _____, 2003 in favor of the City of Seattle, a Washington municipal corporation (the "City"), by the Seattle Housing Authority (the "Owner"), a Washington municipal corporation, owner of property legally described herein (the "Property").

RECITALS

A. The Owner has a fee simple and/or substantial beneficial interest in the Property known as the High Point Garden Community in Seattle at 6550 32nd Avenue S.W., which is legally described in Attachment 1.

B. The Owner filed a petition (C.F. 305400) with the City for a contract rezone to rezone the Property from Lowrise 1 (L1) to a combination of Lowrise 2 (L2), Lowrise 4 (L4) and Neighborhood Commercial 2 with a forty-foot height limit (NC2-40'), as shown on the rezone map on Attachment 2, subject to conditions. The purpose of the application is to allow the Owner to redevelop the High Point Garden Community under a federal HOPE VI grant with a mix of residential and commercial uses.

C. Seattle Municipal Code (SMC) Section 23.34.004 allows the City to approve a contract rezone subject to "self-imposed restrictions upon the use and development of the property in order to ameliorate adverse impacts which could occur from unrestricted use and development permitted in the zone."

D. On December 19, 2002, the Director of the Department of Design, Construction and Land Use ("DCLU") recommended that the rezone be granted, subject to conditions.

E. On March 5, 2003, the Hearing Examiner recommended that the rezone be granted, subject to conditions.

F. On May 19, 2003, the City Council Committee of the Whole voted to recommend to the full Council that the rezone be granted, subject to conditions.

AGREEMENT

Section 1. Pursuant to SMC 23.34.004, the Owner hereby covenants, bargains and agrees, on behalf of itself and its successors and assigns, that it will comply with the following limitations and conditions in consideration of the rezone of the Property from L1 to L2, L4 and NC2-40':

1. *The changes in zone designation are granted as shown in Attachment 2, as limited in this Agreement and in the ordinance approving the contract rezone. Development of each block listed below is further limited as follows:*
 - a. *The maximum number of dwelling units permitted on the Property is 1,600 dwelling units, regardless of whether the density permitted under this Agreement or permitted under the applicable zone designation for any given block is higher.*
 - b. *The following blocks are zoned Lowrise 4 (L4): Blocks 1.3-1.4, 3.2, 4.1, 8, 10-13, 16-19, 21-24, 26-31, and 33.2-33.3. The density on these blocks is limited to the following density: 1 dwelling unit/1,200 s.f. of lot area. With the exception of the density limits noted here and in subsection 1a, above, all other L4 development standards apply to these blocks. The height on these blocks is limited to the L4 height limits.*
 - c. *The following blocks are zoned L4 and are subject to L4 density, height limits and development standards: Blocks 5, 14-15, 20, 32, and 34.2-34.4. (The changes in zone designation do not include the requested departure from height for Block 14.)*
 - d. *The following blocks are zoned Lowrise 2 (L2) and are subject to L2 density and development standards: Blocks 1.1-1.2, 2-3.1, B, 9.1-9.3, 25, 33.1, and 34.5-34.6.*
 - e. *The following block is zoned Neighborhood Commercial 2 with a forty-foot height limit (NC2-40') and is subject to the NC2-40' development standards, including the NC2-40' standards for heights: Block 9.4-9.8.*
 - f. *Uses are limited as follows: Block 5A, Library; Block 5B, Health Center; Block 15, Community Park; and Block 20, Neighborhood Center.*
2. *To the extent permitted by Conditions 1 and 2 above, the changes in zone designation are established only for the development of buildings with substantially the same design and platting pattern as represented in the applicant's Building Concept Plan (Sheet A2.0), Proposed Contract Rezone*

(Sheet A3.0), and Proposed Block Zoning (Sheet A3.1), dated October 31, 2002, including the same amenities and improvements as represented in these and other plan sheets from the October 31, 2002 plans and as modified by additional City review and shown in the plans presented at the hearing on February 10, 2003. (Copies of Sheets A2.0, A3.0 and A3.1 are attached as Attachments 3, 4, and 5.) The Council acknowledges that SHA may refine the Building Concept Plan (Sheet A2.0) as to building type, design and location on the lot to reflect the evolution of the Building Concept as it continues through the public review process through continuing community and SHA input, design review and design development.

3. *A unit/building count map shall be prepared and updated prior to the submittal of applications for either future construction or with building permits, whichever occurs first, at least quarterly, and submitted to DCLU. DCLU shall maintain the unit/building count map and shall evaluate any proposed new uses or development to ensure that the restrictions, particularly those on density limits, contained in this PUDA are complied with.*
4. *SHA shall include the following language in Conditions, Covenants and Restrictions for High Point, which shall be binding on all purchasers of any portion of the Property: "...each prospective Owner is responsible for becoming apprised of the then most current Density Chart prior to acquiring any portion of the Property. Whenever any portion of the Property is conveyed, the deed shall expressly refer to the Density Restrictions and identify the maximum number of units that may be developed, constructed and operated on the property that is being conveyed by such deed."*
5. *SHA shall prepare Design Guidelines based on the Citywide Design Manual and the Conditions, Covenants and Restrictions for High Point. The Design Guidelines should be reviewed by the City's Design Review Board to confirm consistency with Citywide Design Guidelines and Design Review Board Guidance rendered for the High Point Redevelopment. The Design Guidelines shall be made part of the Conditions, Covenants and Restrictions made binding on all purchasers of any portion of the Property. Design review shall be required to the extent mandated by the Seattle Municipal Code, with the following exceptions. To ensure that proposed development is not "piecemealed" in such a fashion as to inappropriately avoid design review, any developer who develops in excess of eight units on a single block or adjacent blocks will be subject to design review even if those developments individually do not exceed eight units and are not otherwise contiguous to each other. Design review shall also be required for commercial uses, mixed-uses and minor institutional uses on the Property, and for all uses on Block 25.*
6. *On Block 25, a minimum setback is required along the west property line, a maximum front yard setback is required for uses on Block 25 and no alley access shall be required. The appropriate setbacks will be determined through administrative design review, which is required for the Block 25.*

7. *SHA must install all required streets, utilities and other infrastructure prior to occupancy of any development site with the exception that the final lift of asphalt may be completed at a later time. The development frontage street must have final pavement not more than 18 months after the development of each phase is occupied. Street trees shall be installed within 4 months of the final lift of asphalt for each phase.*
8. *SHA or its developer partners are financially responsible for any time spent by DCLU in connection with this Contract Rezone and the implementation of rezone conditions.*
9. *SHA must comply with the Replacement Housing Plan for High Point (SHA Board Resolution 4659, adopted September 16, 2002) contained in the High Point Final EIS as Appendix H (a copy is attached to this Agreement as Attachment 6).*

Section 2. This Agreement shall be recorded in the records of King County by the City Clerk. The covenants hereof shall be deemed to attach to and run with the Property and shall be binding upon the Owner, its heirs, successors and assigns, and shall apply to after-acquired title of the Owner of the Property; provided the covenants herein and the rezone shall expire and be of no force and effect ten (10) years from the effective date of the approval of this rezone, or, if construction permits have been applied for or issued at that time, until expiration of those permits.

Section 3. This Agreement may be amended or modified by agreement between the Owner and the City; provided, such amendment agreement shall be approved by the City Council by ordinance. Nothing in this Agreement shall prevent the City Council from making such further amendments to the zoning ordinance and/or Land Use Code or exercising the City's police power, as it may deem necessary in the public interest. The conditions contained in this Agreement are based on the unique circumstances applicable to this Property, and this Agreement is not intended to establish precedent for other rezones in the surrounding area.

Section 4. This Agreement is made for the benefit of the City and for the benefit of the owners of the property within 300 feet of the Property and either the City or any such property owners may institute and prosecute any proceeding at law or in equity to enforce this Agreement.

Section 5. The Owner acknowledges that compliance with the conditions of this Agreement is a condition of the subject rezone and that if the Owner avails itself of the benefits of this rezone but then fails to comply with the conditions of this Agreement with the City, in addition to pursuing any other remedy, the City may revoke the rezone by ordinance and require the use of the Property to conform to the requirements of the previously existing Lowrise 1 zone.

SIGNED this _____ day of _____, 2003.

OWNER, SEATTLE HOUSING AUTHORITY,
a Washington Municipal Corporation

By _____

Name _____

Title _____

STATE OF WASHINGTON

COUNTY OF KING

SS.

On this day personally appeared before me _____, to me known to be the _____ of the SEATTLE HOUSING AUTHORITY, a Washington municipal corporation, the party that executed the foregoing instrument, and acknowledged such instrument to be the free and voluntary act and deed of such corporation, for the uses and purposes therein mentioned, and on oath stated that he was duly authorized to execute such instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this _____ day of _____, 2003.

Printed Name

NOTARY PUBLIC in and for the State of
Washington, residing at

My Commission Expires

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE
IT IS DUE TO THE QUALITY OF THE DOCUMENT.

Legal Description of Proposed SHA High Point Revitalization Site
As provided to applicant by Bush, Roed, & Hitchings Inc., on 2/26/03

DESCRIPTION:

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 24 AND OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 25, ALL IN TOWNSHIP 24 NORTH, RANGE 3 EAST, W.M., IN KING COUNTY, WASHINGTON, INCLUDING PORTIONS OF HIGH POINT ADDITION, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 31 OF PLATS, PAGE 35, IN KING COUNTY, WASHINGTON, AND WEST SIDE ADDITION TO WEST SEATTLE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 7 OF PLATS, PAGE 48, IN KING COUNTY, WASHINGTON, AND SUPPLEMENTAL PLAT OF HIGH POINT ADDITION, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 32 OF PLATS, PAGE 23, IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 24;
THENCE ON THE EAST LINE THEREOF SOUTH 0°28'57" WEST 30.00 FEET;
THENCE ON A LINE THAT IS PARALLEL TO THE NORTH LINE OF THE SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER, NORTH 89°34'50" WEST 313.31 FEET;
THENCE SOUTH 69°19'05" WEST 216.67 FEET;
THENCE SOUTH 14°15'10" EAST 604.99 FEET;
THENCE SOUTH 1°00'25" EAST, 1,963.83 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SAID SECTION 25;
THENCE ON SAID SOUTH LINE NORTH 89°33'52" WEST 862.02 FEET TO A POINT ON THE EAST MARGINAL LINE OF SYLVAN WAY;
THENCE ALONG SAID MARGINAL LINE NORTH 20°51'19" WEST 32.20 FEET TO A POINT ON THE EASTERLY EXTENSION OF THE NORTH MARGIN OF WEST HOLLY STREET;
THENCE ALONG SAID NORTH MARGIN, NORTH 89°33'52" WEST, 780.87 FEET TO THE EAST MARGIN OF 32ND AVENUE SOUTHWEST;
THENCE ALONG SAID EAST MARGIN NORTH 0°48'55" EAST, 1,244.11 FEET TO THE EXTENDED-NORTH MARGIN OF THE ALLEY ALONG THE SOUTH LINE OF LOTS 6 AND 7 IN BLOCK 9 OF SAID HIGH POINT ADDITION TO THE CITY OF SEATTLE;

THENCE ALONG SAID NORTH MARGIN OF THE ALLEY NORTH 89°32'34" WEST,
328.81 FEET
TO THE EAST MARGIN OF 34TH AVENUE SOUTHWEST;
THENCE ALONG THE SAID EAST MARGIN NORTH 0°52'34" EAST, 70.98 FEET TO
THE
SOUTHERLY MARGIN OF WEST GRAHAM STREET;
THENCE NORTH 0°43'48" EAST ACROSS WEST GRAHAM STREET 88.93 FEET TO THE
NORTHEAST CORNER OF WEST GRAHAM STREET AND 34TH AVENUE SOUTHWEST;
THENCE ALONG THE NORTHERLY MARGIN OF WEST GRAHAM STREET, WESTERLY ON A
CURVE TO THE RIGHT OF A UNIFORM RADIUS OF 300.00 FEET, THROUGH AN ARC
DISTANCE OF 78.30 FEET;
THENCE CONTINUING ALONG SAID NORTHERLY MARGIN SOUTH 78°17'23" WEST,
165.60
FEET TO A POINT ON THE EAST PROPERTY LINE OF LOT 2, BLOCK 7, HIGH
POINT ADDITION
TO THE CITY OF SEATTLE SUPPLEMENTAL PLAT; THENCE ALONG SAID LAST
DESCRIBED
LINE NORTH 0°40'30" EAST 115.91 FEET TO A POINT ON THE SOUTH PROPERTY
LINE OF LOT
11, BLOCK 7, HIGH POINT ADDITION TO THE CITY OF SEATTLE, SUPPLEMENTAL
PLAT;
THENCE ALONG SAID LAST MENTIONED PROPERTY LINE NORTH 89°33'03" WEST,
86.00
FEET TO A POINT ON THE EAST LINE OF 35TH AVENUE SOUTHWEST;
THENCE NORTH 0°40'30" EAST, ALONG SAID EAST MARGIN 481.47 FEET TO THE
SOUTH
MARGIN OF WEST RAYMOND STREET;
THENCE SOUTH 89°33'03" EAST ALONG SAID SOUTH MARGIN 656.93 FEET TO THE
EAST
MARGIN OF 32ND AVENUE SOUTHWEST EXTENDED SOUTHERLY;
THENCE NORTH 0°37'54" EAST, ALONG SAID EAST MARGIN 663.92 FEET TO THE
SOUTH
MARGIN OF WEST JUNEAU STREET;
THENCE SOUTH 89°34'50" EAST, ALONG SAID SOUTH MARGIN 621.42 FEET;
THENCE NORTH 0°34'38" EAST 30.00 FEET TO THE SOUTH MARGIN OF WEST
JUNEAU
STREET AS DEDICATED IN THE PLAT OF WEST SIDE ADDITION TO WEST SEATTLE,
ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 7 OF PLATS, PAGE 48,
IN KING
COUNTY, WASHINGTON;
THENCE SOUTH 89°34'50" EAST ALONG SAID SOUTH MARGIN 44.73 FEET TO THE
EAST
MARGIN OF 30TH AVENUE SOUTHWEST EXTENDED SOUTHERLY;
THENCE NORTH 0°21'51" EAST ALONG SAID EAST MARGIN 290.50 FEET;
THENCE SOUTH 89°38'20" EAST 580.00 FEET TO A MONUMENT;
THENCE SOUTH 0°21'51" WEST 291.19 FEET TO THE SOUTH MARGIN OF WEST
JUNEAU
STREET;
THENCE SOUTH 89°34'50" EAST ALONG SAID SOUTH MARGIN 698.10 FEET TO THE
NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF
SAID SECTION 24 AND THE PLACE OF BEGINNING;

EXCEPT THAT PART DESCRIBED AS FOLLOWS:

Attachment 1: Legal Description

A PARCEL OF LAND IN THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 24 NORTH, RANGE 3 EAST, W.M., IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE CONCRETE MONUMENT MARKING THE INTERSECTION OF SYLVAN WAY SOUTHWEST AND SOUTHWEST HOLLY STREET;
THENCE SOUTH $89^{\circ}33'52''$ EAST 35.47 FEET TO THE NORTHWEST CORNER OF SOUTHWEST HOLLY STREET, AS VACATED UNDER CITY OF SEATTLE ORDINANCE NUMBER 77187, AND
THE TRUE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL;
THENCE CONTINUING SOUTH $89^{\circ}33'52''$ EAST ALONG THE NORTHERLY MARGIN OF SAID VACATED SOUTHWEST HOLLY STREET AND ITS PROJECTION EASTERLY 1,173.21 FEET TO
THE EASTERLY LINE OF SAID NORTHWEST QUARTER OF SECTION 25;
THENCE NORTH $0^{\circ}27'02''$ EAST ALONG SAID EASTERLY LINE 12.00 FEET;
THENCE NORTH $89^{\circ}33'52''$ WEST 1,146.23 FEET;
THENCE NORTH $0^{\circ}27'02''$ EAST 8.02 FEET;
THENCE NORTH $89^{\circ}33'52''$ WEST 34.87 FEET TO THE EASTERLY MARGIN OF SYLVAN WAY SOUTHWEST;
THENCE SOUTH $21^{\circ}03'52''$ EAST ALONG SAID EASTERLY MARGIN 21.52 FEET, MORE OR LESS, TO THE TRUE POINT OF BEGINNING.

AND ALSO THAT PORTION DESCRIBED AS FOLLOWS:

A PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 24 NORTH, RANGE 3 EAST, W.M., IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EAST LINE OF SAID SUBDIVISION AND A LINE 30 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE THEREOF;
THENCE WEST ALONG SAID PARALLEL LINE 313.31 FEET TO THE TRUE POINT OF BEGINNING;
THENCE SOUTH $69^{\circ}19'05''$ WEST 216.67 FEET;
THENCE NORTH $14^{\circ}15'10''$ WEST TO A LINE 30 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF SAID SUBDIVISION;
THENCE EAST ALONG SAID PARALLEL LINE TO THE TRUE POINT OF BEGINNING.

AND ALSO EXCEPT THAT PART IN ROADS.

TOGETHER WITH THE FOLLOWING DESCRIBED PROPERTY:

A TRACT OF LAND LYING IN THE COUNTY OF KING, STATE OF WASHINGTON, AND

Attachment 1: Legal Description

DESCRIBED AS FOLLOWS:

BEING A PORTION OF THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 24
NORTH,
RANGE 3 EAST, W.M., IN KING COUNTY, WASHINGTON, INCLUDING PORTIONS OF
HIGH
POINT ADDITION AND SAWYER'S HOME TRACTS ADDITION, ACCORDING TO THE
PLAT
THEREOF RECORDED IN VOLUME 15 OF PLATS, PAGE 9, IN KING COUNTY,
WASHINGTON;
SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER OF SAID SECTION 25;
THENCE NORTH 89°36'40" WEST ALONG THE EAST AND WEST CENTER LINE OF
SAID
SECTION FOR 913.13 FEET TO THE WEST LINE OF TWENTY-EIGHTH AVENUE
SOUTHWEST;
THENCE NORTH 18°20'20" WEST ALONG THE WEST LINE OF SAID TWENTY-EIGHTH
AVENUE
FOR 31.68 FEET, TO THE TRUE POINT OF BEGINNING;
THENCE NORTH 89°36'40" WEST ALONG THE NORTH LINE OF WEST MYRTLE STREET
FOR
1,080.78 FEET;
THENCE NORTH 0°49'06" EAST FOR 0.22 FEET;
THENCE NORTH 89°39'32" WEST FOR 308.25 FEET TO THE SOUTHWEST CORNER OF
BLOCK 2
IN THE PLAT OF SAWYER'S HOME TRACTS ADDITION;
THENCE NORTH 0°56'01" EAST ALONG THE EASTERLY MARGIN OF THIRTY-FOURTH
AVENUE SOUTHWEST FOR 634.11 FEET;
THENCE SOUTH 89°36'14" EAST FOR 0.19 FEET;
THENCE NORTH 0°56'36" EAST ALONG THE EASTERLY MARGIN OF THIRTY-FOURTH
AVENUE SOUTHWEST FOR 634.09 FEET TO AN INTERSECTION WITH THE SOUTH
MARGIN
OF WEST HOLLY STREET;
THENCE SOUTH 89°35'50" EAST ALONG THE SOUTH MARGIN OF WEST HOLLY
STREET FOR
141.00 FEET;
THENCE NORTH 0°56'36" EAST FOR 30.0 FEET;
THENCE SOUTH 89°35'50" EAST FOR 9.18 FEET
THENCE NORTH 0°52'46" EAST ALONG THE EASTERLY MARGIN OF THE ALLEY IN
BLOCK 16
AND A PORTION OF BLOCK 9 IN THE PLAT OF HIGH POINT ADDITION FOR
1,239.62 FEET;
THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 15
FEET AND
CONSUMING AN ANGLE OF 89°33'24" FOR AN ARC DISTANCE OF 23.45 FEET;
THENCE SOUTH 89°33'50" EAST ALONG THE SOUTH MARGIN OF THE ALLEY FOR
108.93
FEET TO AN INTERSECTION WITH THE WEST MARGIN OF THIRTY-SECOND AVENUE
SOUTHWEST;
THENCE SOUTH 0°49'06" WEST FOR 1,284.47 FEET TO AN INTERSECTION WITH
THE SOUTH
MARGIN OF WEST HOLLY STREET;

Attachment 1: Legal Description

THENCE SOUTH 89°35'50" EAST ALONG SAID SOUTH MARGIN FOR 529.12 FEET TO AN
INTERSECTION WITH THE WEST LINE OF THE EAST HALF OF THE EAST HALF OF
THE
NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF
SAID SECTION 25;
THENCE SOUTH 0°43'54" WEST ALONG SAID WEST LINE FOR 302.00 FEET;
THENCE SOUTH 89°36'02" EAST FOR 166.53 FEET TO AN INTERSECTION WITH
THE EAST
LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION
25;
THENCE SOUTH 0°42'10" WEST ALONG THE EAST LINE OF THE SOUTHWEST
QUARTER OF
THE NORTHWEST QUARTER FOR 361.98 FEET TO THE SOUTH MARGIN OF WEST
WILLOW
STREET;
THENCE SOUTH 89°36'14" EAST ALONG THE SOUTH LINE OF WEST WILLOW STREET
FOR
204.68 FEET TO AN INTERSECTION WITH THE WESTERLY MARGIN OF TWENTY-
EIGHTH
AVENUE SOUTHWEST;
THENCE SOUTH 18°20'20" EAST ALONG THE WESTERLY MARGIN OF SAID TWENTY-
EIGHTH
AVENUE SOUTHWEST FOR 637.70 FEET TO THE TRUE POINT OF BEGINNING;

EXCEPT THAT PART AS FOLLOWS:

THAT PORTION OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF
SECTION 25, TOWNSHIP 24 NORTH, RANGE 3 EAST, W.M., IN KING COUNTY,
WASHINGTON,
DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EAST MARGIN OF 34TH AVENUE
SOUTHWEST
AND THE NORTH MARGIN OF WEST MYRTLE STREET IN THE CITY OF SEATTLE;
THENCE NORTH 0°56'01" EAST ALONG THE SAID EAST MARGIN 622.20 FEET TO
THE TRUE
POINT OF BEGINNING;
THENCE SOUTH 89°29'59" EAST 232.28 FEET;
THENCE SOUTH 0°54'01" WEST 168.36 FEET;
THENCE SOUTH 89°05'59" EAST 195.80 FEET;
THENCE NORTH 0°54'01" EAST 358.98 FEET;
THENCE NORTH 89°05'59" WEST 198.80 FEET;
THENCE SOUTH 0°54'01" WEST 180.62 FEET;
THENCE NORTH 89°29'59" WEST 232.28 FEET TO THE EAST MARGIN OF 34TH
AVENUE
SOUTHWEST;
THENCE SOUTH 0°56'01" WEST ALONG THE SAID EAST MARGIN 10 FEET TO THE
TRUE
POINT OF BEGINNING;

AND ALSO EXCEPT THAT PART AS FOLLOWS:

THOSE PORTIONS OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 24 NORTH, RANGE 3 EAST, W.M., IN KING COUNTY, WASHINGTON,
MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EAST MARGIN OF 34TH AVENUE
SOUTHWEST
AND THE NORTH MARGIN OF WEST MYRTLE STREET, IN THE CITY OF SEATTLE;
THENCE NORTH 0°56'01" EAST ALONG THE EAST MARGIN OF 34TH AVENUE
SOUTHWEST
622.20 FEET;
THENCE SOUTH 89°29'59" EAST 232.28 FEET;
THENCE SOUTH 0°34'01" WEST 168.36 FEET TO THE FIRST TRUE POINT OF
BEGINNING;
THENCE CONTINUING SOUTH 0°54'01" WEST 212.65 FEET;
THENCE SOUTH 89°05'59" EAST 195.80 FEET;
THENCE NORTH 0°54'01" EAST 212.65 FEET;
THENCE NORTH 89°05'59" WEST 195.80 FEET TO THE FIRST TRUE POINT OF
BEGINNING,
AND THEN;
THENCE NORTH 0°54'01" EAST 358.98 FEET TO THE SECOND TRUE POINT OF
BEGINNING;
THENCE SOUTH 89°05'59" EAST 195.80 FEET;
THENCE NORTH 0°54'01" EAST 201.28 FEET;
THENCE NORTH 89°05'59" WEST 195.80 FEET;
THENCE SOUTH 0°54'01" WEST 201.28 FEET TO THE SECOND TRUE POINT OF
BEGINNING;

AND ALSO EXCEPT THAT PORTION OF THE SOUTHWEST QUARTER OF THE NORTHWEST
QUARTER OF SECTION 25, TOWNSHIP 24 NORTH, RANGE 3 EAST, W.M., IN KING
COUNTY,
WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EASTERLY MARGIN OF 34TH AVENUE
SOUTHWEST AND THE NORTHERLY MARGIN OF WEST MYRTLE STREET IN THE CITY
OF
SEATTLE;
THENCE NORTH 0°56'01" EAST ALONG THE SAID EASTERLY MARGIN OF 34TH
AVENUE
SOUTHWEST FOR 632.20 FEET TO THE TRUE POINT OF BEGINNING;
THENCE SOUTH 89°29'59" EAST FOR 232.28 FEET;
THENCE NORTH 0°54'01" EAST FOR 381.90 FEET;
THENCE NORTH 89°05'59" WEST FOR 56.80 FEET;
THENCE NORTH 0°56'36" EAST FOR 33.00 FEET;
THENCE NORTH 89°35'50" WEST FOR 175.00 FEET TO AN INTERSECTION WITH
THE
EASTERLY MARGIN OF 34TH AVENUE SOUTHWEST;
THENCE SOUTH 0°56'36" WEST ALONG SAID EASTERLY MARGIN FOR 413.09 FEET;
THENCE NORTH 89°36'14" WEST FOR 0.19 FEET;
THENCE SOUTH 0°56'01" WEST FOR 1.91 TO THE TRUE POINT OF BEGINNING;

AND ALSO EXCEPT THAT PORTION OF THE SOUTHWEST QUARTER OF THE NORTHWEST

QUARTER OF SECTION 25, TOWNSHIP 24 NORTH, RANGE 3 EAST, W.M., IN KING
COUNTY,
WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT AN EXISTING MONUMENT AT THE INTERSECTION OF THE
CENTERLINE
OF 34TH AVENUE SOUTHWEST AND SOUTHWEST MYRTLE STREET;
THENCE SOUTH 89°36'26" EAST, ALONG THE CENTERLINE OF SAID SOUTHWEST
MYRTLE
STREET, 30.00 FEET;
THENCE NORTH 00°56'12" EAST 30.00 FEET, TO THE INTERSECTION OF THE
NORTH MARGIN
OF SAID SOUTHWEST MYRTLE STREET WITH THE EAST MARGIN OF SAID 34TH
AVENUE
SOUTHWEST;
THENCE NORTH 00°56'12" EAST, ALONG SAID EAST MARGIN, 1,047.20 FEET;
THENCE SOUTH 89°35'39" EAST 657.07 FEET TO THE WEST MARGIN OF 31ST
AVENUE
SOUTHWEST AND THE TRUE POINT OF BEGINNING;
THENCE SOUTH 00°46'35" WEST ALONG SAID WEST MARGIN 173.16 FEET TO THE
MOST
NORTHERLY LINE OF PARCEL DESCRIBED IN DOCUMENT RECORDED UNDER KING
COUNTY RECORDING NUMBER 7708010863;
THENCE NORTH 89°25'00" WEST ALONG SAID NORTHERLY LINE 229.60 FEET TO
THE
EASTERLY LINE OF THE MOST NORTHERLY PARCEL DESCRIBED IN DOCUMENT
RECORDED UNDER KING COUNTY RECORDING NUMBER 4185426;
THENCE NORTH 00°54'12" EAST ALONG SAID EASTERLY LINE 137.26 FEET TO
THE
NORTHERLY LINE OF SAID MOST NORTHERLY PARCEL DESCRIBED IN DOCUMENT
RECORDED UNDER KING COUNTY RECORDING NUMBER 4185426;
THENCE NORTH 89°05'48" WEST ALONG SAID NORTHERLY LINE AND ITS WESTERLY
EXTENSION 252.60 FEET TO THE EASTERLY LINE OF PARCEL DESCRIBED IN
DOCUMENT
RECORDED UNDER KING COUNTY RECORDING NUMBER 5077825;
THENCE NORTH 00°56'47" EAST ALONG SAID EASTERLY LINE 33.00 FEET TO A
POINT FROM
WHICH THE TRUE POINT OF BEGINNING BEARS SOUTH 89°35'39" EAST;
THENCE SOUTH 89°35'39" EAST 481.81 FEET TO THE TRUE POINT OF
BEGINNING;

AND ALSO EXCEPT THAT PORTION OF THE SOUTHWEST QUARTER OF THE NORTHWEST
QUARTER OF SECTION 25, TOWNSHIP 24 NORTH, RANGE 3 EAST, W.M., IN KING
COUNTY,
WASHINGTON, LYING EASTERLY OF A LINE DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SOUTHWEST QUARTER;
THENCE ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER, NORTH 89°33'52"
WEST
181.10 FEET;
THENCE SOUTH 0°26'08" WEST 30.00 FEET TO THE TRUE POINT OF BEGINNING,
OF SAID
LINE;

THENCE SOUTH 2°01'45" EAST 301.90 FEET;
THENCE SOUTH 13°29'00" EAST 130.79 FEET;
THENCE SOUTH 28°44'06" EAST 192.48 FEET;
THENCE SOUTH 0°41'38" WEST 67.18 FEET;
THENCE SOUTH 89°35'08" EAST 40.00 FEET, MORE OR LESS, TO THE EAST LINE
OF SAID
SOUTHWEST QUARTER.

AND ALSO EXCEPT THAT PORTION COMMENCING AT THE INTERSECTION OF THE
NORTH
MARGIN OF SOUTHWEST MYRTLE STREET AND THE WEST LINE OF THE SOUTHWEST
QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION
25,
TOWNSHIP 24 NORTH, RANGE 3 EAST, W.M., IN KING COUNTY, WASHINGTON;
THENCE SOUTH 89°36'40" EAST ALONG SAID NORTH MARGIN 171.52 FEET TO THE
TRUE
PLACE OF BEGINNING OF THIS DESCRIPTION;
THENCE NORTH 07°56'03" WEST, 347.35 FEET TO AN IRON PIPE;
THENCE NORTH 11°34'37" WEST, 266.04 FEET, MORE OR LESS, TO A POINT ON
A LINE
PARALLEL WITH AND 30.00 FEET SOUTHERLY, MEASURED AT RIGHT ANGLES TO
THE
NORTH LINE OF SAID SUBDIVISION;
THENCE SOUTH 89°36'14" EAST, 141.90 FEET, MORE OR LESS, TO THE
WESTERLY MARGIN
OF 28TH AVENUE SOUTHWEST;
THENCE SOUTH 18°20'20" EAST ALONG SAID MARGIN 637.70 FEET, MORE OR
LESS, TO THE
SAID NORTH MARGIN OF SOUTHWEST MYRTLE STREET;
THENCE NORTH 89°36'40" WEST ALONG SAID NORTH MARGIN, 241.21 FEET, MORE
OR LESS,
TO THE TRUE PLACE OF BEGINNING;

AND ALSO EXCEPT THAT PART AS FOLLOWS:

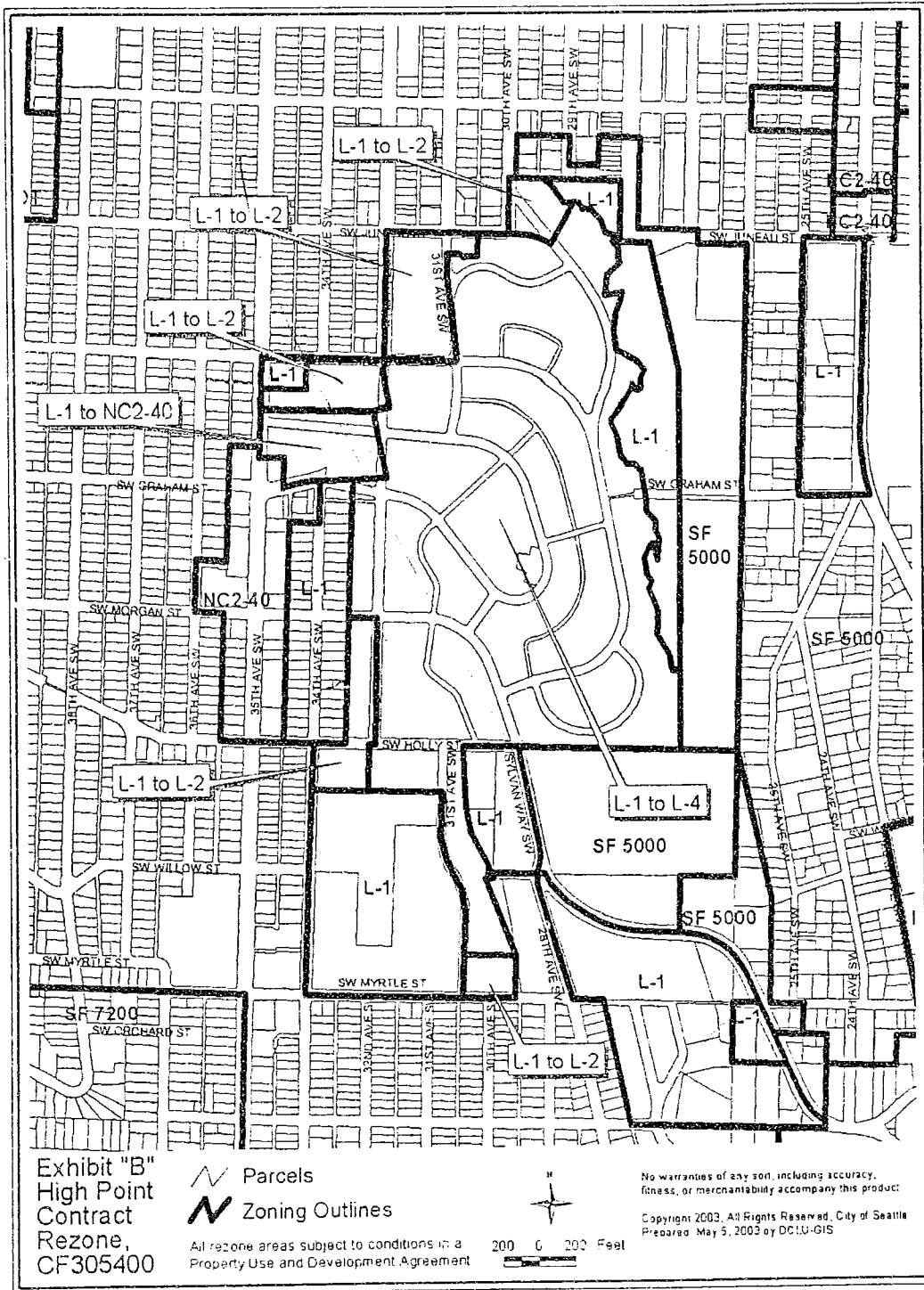
THAT PORTION OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF
SECTION 25, TOWNSHIP 24 NORTH, RANGE 3 EAST, W.M., IN KING COUNTY,
WASHINGTON,
DESCRIBED AS FOLLOWS:

BEGINNING AT AN EXISTING MONUMENT AT THE INTERSECTION OF THE
CENTERLINES
OF 34TH AVENUE SOUTHWEST AND SOUTHWEST MYRTLE STREET;
THENCE EASTERLY ALONG LAST DESCRIBED CENTERLINE ON A BEARING OF SOUTH
89°36'25" EAST, A DISTANCE OF 30.00 FEET;
THENCE NORTH 0°56'12" EAST, A DISTANCE OF 30.00 FEET TO THE TRUE POINT
OF
BEGINNING OF THIS DESCRIPTION, SAID POINT BEING THE SOUTHWEST CORNER
OF THE
FOLLOWING DESCRIBED PROPERTY;

COMMENCING AT THE TRUE POINT OF BEGINNING:

THENCE NORTH 0°56'12" EAST A DISTANCE OF 622.20 FEET ALONG THE
EASTERLY MARGIN
OF 34TH AVENUE SOUTHWEST;
THENCE SOUTH 89°29'48" EAST, A DISTANCE OF 232.28 FEET;
THENCE SOUTH 0°54'12" WEST, A DISTANCE OF 381.01 FEET;
THENCE SOUTH 89°05'48" EAST, A DISTANCE OF 195.80 FEET;
THENCE NORTH 0°54'12" EAST, A DISTANCE OF 635.65 FEET;
THENCE SOUTH 89°25'00" EAST, A DISTANCE OF 229.58 FEET TO THE
INTERSECTION WITH
THE WESTERLY MARGIN OF WHAT IS COMMONLY KNOWN AS 31ST AVENUE
SOUTHWEST;
THENCE SOUTHERLY ALONG SAID MARGIN ON A BEARING OF SOUTH 0°46'35"
WEST, A
DISTANCE OF 27.22 FEET TO A BEGINNING OF CURVE (THE RADIAL CENTER OF
WHICH
BEARS SOUTH 89°13'25" EAST, A DISTANCE OF 386.70 FEET AND HAS A
CENTRAL ANGLE OF
36°16'55");
THENCE ON A CURVE TO THE LEFT IN A SOUTHEASTERLY DIRECTION, AN ARC
DISTANCE
OF 244.87 FEET TO A POINT OF REVERSE CURVATURE, (THE RADIAL CENTER OF
WHICH
BEARS SOUTH 54°29'40" WEST, A DISTANCE OF 332.15 FEET AND HAS A
CENTRAL ANGLE
OF 36°42'49");
THENCE ON A CURVE TO THE RIGHT IN A SOUTHERLY DIRECTION AN ARC
DISTANCE OF
212.83 FEET TO A POINT OF TANGENCY ON THE WESTERLY MARGIN OF WHAT IS
COMMONLY KNOWN AS 31ST AVENUE SOUTHWEST;
THENCE SCUTHERLY ALONG SAID MARGIN ON A BEARING OF SOUTH 1°12'29" WEST
A
DISTANCE OF 417.84 FEET TO A POINT OF INTERSECTION WITH THE NORTHERLY
MARGIN
OF SOUTHWEST MYRTLE STREET;
THENCE WESTERLY ALONG SAID MARGIN ON A BEARING OF NORTH 89°36'25"
WEST, A
DISTANCE OF 796.19 FEET TO A POINT OF INTERSECTION WITH THE EASTERLY
MARGIN OF
34TH AVENUE SOUTHWEST AND THE TRUE POINT OF BEGINNING;

AND ALSO EXCEPT THAT PART IN ROADS.



Legend:

- Apartment/Condominium
- Residential
- Grounded Residential
- Cottage House Residential
- Commercial
- Institutional

Other Labels:

- STORMWATER POND
- LIBRARY COMMUNITY HEALTH CENTER MIXED USE SITE
- SENIOR VILLAGE
- PARK 15
- NEIGHBORHOOD CENTER
- PROPERTY LINE
- MATCH LINE
- BOUNDARY CITY OF SEATTLE DEVELOPMENTALLY CRITICAL AREA
- VEGETATIVE BUFFER
- IF BUILDING RETRACTION LINE TO CORRESPONDING CURB
- SW RAYMOND ST
- SW GRADUM ST
- SW MORGAN ST
- SW 1ST AVE SW
- SW 2ND AVE SW
- SW 3RD AVE SW
- SW 4TH AVE SW
- SW 5TH AVE SW
- SW 6TH AVE SW
- SW 7TH AVE SW
- SW 8TH AVE SW
- SW 9TH AVE SW
- SW 10TH AVE SW
- SW 11TH AVE SW
- SW 12TH AVE SW
- SW 13TH AVE SW
- SW 14TH AVE SW
- SW 15TH AVE SW
- SW 16TH AVE SW
- SW 17TH AVE SW
- SW 18TH AVE SW
- SW 19TH AVE SW
- SW 20TH AVE SW
- SW 21ST AVE SW
- SW 22ND AVE SW
- SW 23RD AVE SW
- SW 24TH AVE SW
- SW 25TH AVE SW
- SW 26TH AVE SW
- SW 27TH AVE SW
- SW 28TH AVE SW
- SW 29TH AVE SW
- SW 30TH AVE SW
- SW 31ST AVE SW
- SW 32ND AVE SW
- SW 33RD AVE SW
- SW 34TH AVE SW
- SW 35TH AVE SW
- SW 36TH AVE SW
- SW 37TH AVE SW
- SW 38TH AVE SW
- SW 39TH AVE SW
- SW 40TH AVE SW
- SW 41ST AVE SW
- SW 42ND AVE SW
- SW 43RD AVE SW
- SW 44TH AVE SW
- SW 45TH AVE SW
- SW 46TH AVE SW
- SW 47TH AVE SW
- SW 48TH AVE SW
- SW 49TH AVE SW
- SW 50TH AVE SW
- SW 51ST AVE SW
- SW 52ND AVE SW
- SW 53RD AVE SW
- SW 54TH AVE SW
- SW 55TH AVE SW
- SW 56TH AVE SW
- SW 57TH AVE SW
- SW 58TH AVE SW
- SW 59TH AVE SW
- SW 60TH AVE SW
- SW 61ST AVE SW
- SW 62ND AVE SW
- SW 63RD AVE SW
- SW 64TH AVE SW
- SW 65TH AVE SW
- SW 66TH AVE SW
- SW 67TH AVE SW
- SW 68TH AVE SW
- SW 69TH AVE SW
- SW 70TH AVE SW
- SW 71ST AVE SW
- SW 72ND AVE SW
- SW 73RD AVE SW
- SW 74TH AVE SW
- SW 75TH AVE SW
- SW 76TH AVE SW
- SW 77TH AVE SW
- SW 78TH AVE SW
- SW 79TH AVE SW
- SW 80TH AVE SW
- SW 81ST AVE SW
- SW 82ND AVE SW
- SW 83RD AVE SW
- SW 84TH AVE SW
- SW 85TH AVE SW
- SW 86TH AVE SW
- SW 87TH AVE SW
- SW 88TH AVE SW
- SW 89TH AVE SW
- SW 90TH AVE SW
- SW 91ST AVE SW
- SW 92ND AVE SW
- SW 93RD AVE SW
- SW 94TH AVE SW
- SW 95TH AVE SW
- SW 96TH AVE SW
- SW 97TH AVE SW
- SW 98TH AVE SW
- SW 99TH AVE SW
- SW 100TH AVE SW

FOR PERIOD

BUILDING _____
CONCERT _____
PLAN _____

CITIZEN ID _____
MAY 07 PM 2 _____

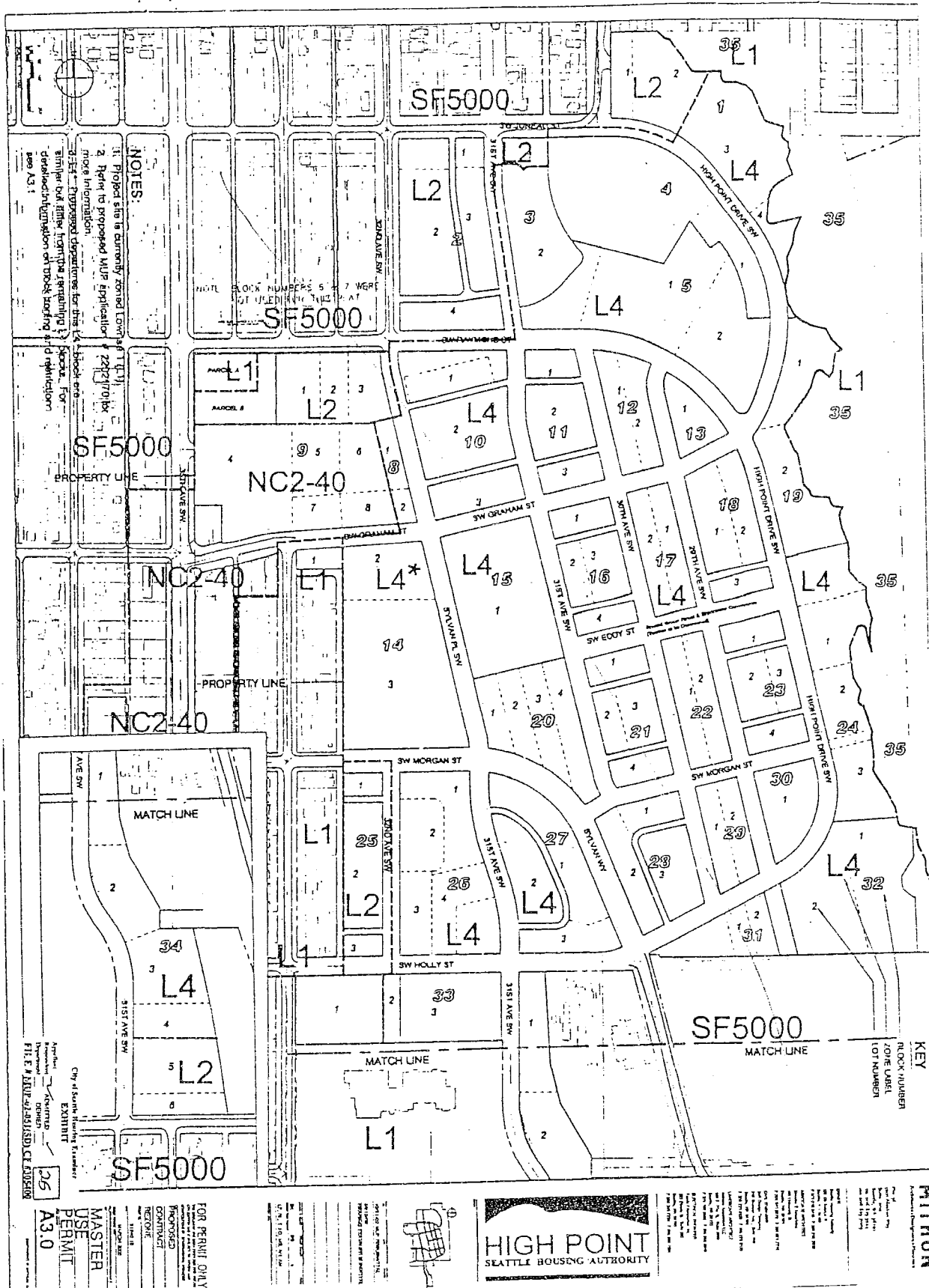
MASSTL
USE
PERMI
A2.0



HIGH POINT

MITHU

IT IS DUE TO THE QUALITY OF THE DOCUMENT!



ZONING BY BLOCK

Block & Lot #	Current Zoning	Proposed Zoning	Restrictions/Departures: Misc. departures may be requested in all zones for irregular shaped lots, carriage houses, etc. Rowway width reductions will be requested in all zones.	MIN. UNITS PER BLOCK
1.1 - 1.2	L-1	L-2		15
1.3 - 1.4	L-1	L-4	Density limited to 1 unit/1,200 s.f. of lot area Height limited to typical three story	17
2	L-1	L-2		42
3.1	L-1	L-2		2
3.2	L-1	L-4	Density limited to 1 unit/1,200 s.f. of lot area Height limited to typical three story	13
4.1	L-1	L-4	Density limited to 1 unit/1,200 s.f. of lot area Height limited to typical three story	12
5	L-1	L-4		23
A	L-1	L-1	LIBRARY	0
B	L-1	L-2	HEALTH CENTER	0
6	L-1	L-4	Density limited to 1 unit/1,200 s.f. of lot area Height limited to typical three story	5
9.1 - 9.2	L-1	L-2		18
10	L-1	L-4	Density limited to 1 unit/1,200 s.f. of lot area Height limited to typical three story	32
11	L-1	L-4	Density limited to 1 unit/1,200 s.f. of lot area Height limited to typical three story	23
12	L-1	L-4	Density limited to 1 unit/1,200 s.f. of lot area Height limited to typical three story	19
13	L-1	L-4	Density limited to 1 unit/1,200 s.f. of lot area Height limited to typical three story	7
14	L-1	L-4	Additional 45 height increase allowed on height of 35 feet for buildings with a maximum height of 45 feet.	0
15	L-1	L-4	COMMUNITY PARK	0
16	L-1	L-4	Density limited to 1 unit/1,200 s.f. of lot area Height limited to typical three story	22
17	L-1	L-4	Density limited to 1 unit/1,200 s.f. of lot area Height limited to typical three story	20
18	L-1	L-4	Density limited to 1 unit/1,200 s.f. of lot area Height limited to typical three story	25

Block & Lot #	Current Zoning	Proposed Zoning	Restrictions/Departures: Misc. departures may be requested in all zones for irregular shaped lots, carriage houses, etc. Rowway width reductions will be requested in all zones.	MIN. UNITS PER BLOCK
19	L-1	L-4	Density limited to 1 unit/1,200 s.f. of lot area Height limited to typical three story	22
20	L-1	L-4	Neighborhood Center	0
21	L-1	L-4	Density limited to 1 unit/1,200 s.f. of lot area Height limited to typical three story	23
22	L-1	L-4	Density limited to 1 unit/1,200 s.f. of lot area Height limited to typical three story	20
23	L-1	L-4	Density limited to 1 unit/1,200 s.f. of lot area Height limited to typical three story	23
24	L-1	L-4	Density limited to 1 unit/1,200 s.f. of lot area Height limited to typical three story	30
25	L-1	L-2		18
26	L-1	L-4	Density limited to 1 unit/1,200 s.f. of lot area Height limited to typical three story	32
27	L-1	L-4	Density limited to 1 unit/1,200 s.f. of lot area Height limited to typical three story	30
28	L-1	L-4	Density limited to 1 unit/1,200 s.f. of lot area Height limited to typical three story	26
29	L-1	L-4	Density limited to 1 unit/1,200 s.f. of lot area Height limited to typical three story	17
30	L-1	L-4	Density limited to 1 unit/1,200 s.f. of lot area Height limited to typical three story	10
31	L-1	L-4	Density limited to 1 unit/1,200 s.f. of lot area Height limited to typical three story	7
32.1	L-1	L-2		13
32.2	L-1	L-4	Density limited to 1 unit/1,200 s.f. of lot area Height limited to typical three story	14
34.1	L-1	L-4	Density limited to 1 unit/1,200 s.f. of lot area Height limited to typical three story	14
34.2	L-1	L-4		0
34.3	L-1	L-2		12
35	L-1	L-1	Environmentally Critical Area	0

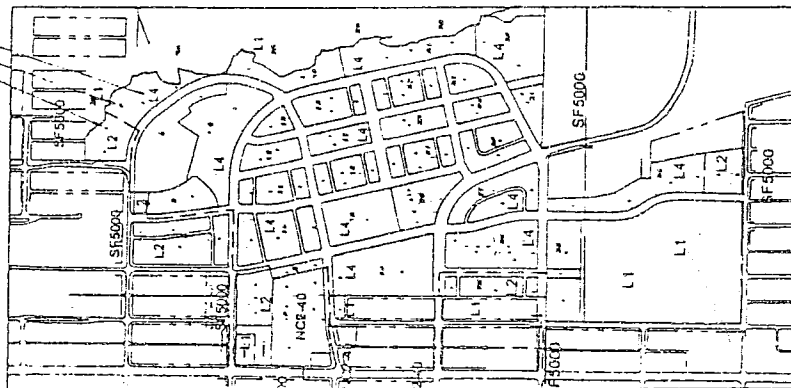
See Sheet A2.0 Building Concept Plan for anticipated buildings per block

KEY

ZONE DESIGNATION
BLOCK NUMBER
LOT NUMBER

NOTE

A maximum of 1600 dwelling units shall be allowed within the Plat of High Point Revitalization.



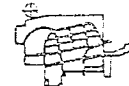
MITHUN

ARCHITECTURAL DESIGN & PLANNING

PO Box 18
1001 1st Avenue
Seattle, WA 98101
Tel: 206.465.1500
Fax: 206.465.1000

OWNER
Seattle Housing Authority
200 1st Avenue
Seattle, WA 98101
Tel: 206.465.1500
Fax: 206.465.1000
PROJECT # 1001-1001
Block & Lot #
Block # 1001
Lot # 1001
City, State & Zip
Seattle, WA 98101
Project Name
High Point Revitalization
Project Address
200 1st Avenue
Seattle, WA 98101
Project Phone
206.465.1500
Project Fax
206.465.1000

HIGH POINT
SEATTLE HOUSING AUTHORITY



DATE: 10/1/2001

BY: [Signature]

TITLE: [Signature]

FOR PERMIT ONLY

DATE: 10/1/2001

BY: [Signature]

TITLE: [Signature]

FOR PERMIT ONLY

DATE: 10/1/2001

BY: [Signature]

TITLE: [Signature]

FOR PERMIT ONLY

DATE: 10/1/2001

BY: [Signature]

TITLE: [Signature]

FOR PERMIT ONLY

DATE: 10/1/2001

BY: [Signature]

TITLE: [Signature]

FOR PERMIT ONLY

DATE: 10/1/2001

BY: [Signature]

TITLE: [Signature]

FOR PERMIT ONLY

DATE: 10/1/2001

BY: [Signature]

TITLE: [Signature]

FOR PERMIT ONLY

DATE: 10/1/2001

BY: [Signature]

TITLE: [Signature]

FOR PERMIT ONLY

DATE: 10/1/2001

BY: [Signature]

TITLE: [Signature]

FOR PERMIT ONLY

DATE: 10/1/2001

BY: [Signature]

TITLE: [Signature]

FOR PERMIT ONLY

DATE: 10/1/2001

BY: [Signature]

TITLE: [Signature]

FOR PERMIT ONLY

DATE: 10/1/2001

BY: [Signature]

TITLE: [Signature]

FOR PERMIT ONLY

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE IT IS DUE TO THE QUALITY OF THE DOCUMENT.

RESOLUTION NO. 4659

RESOLUTION APPROVING A REPLACEMENT HOUSING PLAN FOR HIGH POINT

WHEREAS, the Seattle Housing Authority has obtained a HOPE VI funding grant for the redevelopment of the High Point Garden Community; and

WHEREAS, the Seattle Housing Authority is committed to creating a mixed-income and mixed-use redevelopment that will integrate the redeveloped High Point into the rest of West Seattle; and

WHEREAS, the Seattle Housing Authority has committed to a one-for-one replacement of very low income housing units in all of its HOPE VI redevelopment efforts; and

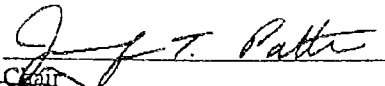
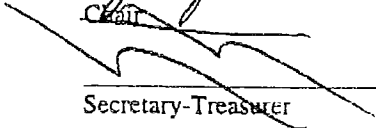
WHEREAS, the Seattle Housing Authority has prepared a one-for-one replacement housing plan for High Point.

NOW, THEREFORE BE IT RESOLVED, by the Board of Commissioners of the Seattle Housing Authority as follows:

1. The Board of Commissioners approves the Replacement Housing Plan for High Point and accompanying five tables.

ADOPTED by a majority of members of the Board of Commissioners and signed by me in open session in authentication of its passage this 16th day of September 2002.

CERTIFIED BY:


Chair

Secretary-Treasurer

Attachment 6: ^{to exhibit (1)} SHA Resolution 4659 - Replacement Housing Plan for High Point (High Point Final EIS, Appendix H)

High Point Replacement Housing Plan

Adopted by the Seattle Housing Authority Board of Commissioners on
September 16, 2002

Housing Production

The Seattle Housing Authority (SHA) shall either itself or in partnership with other non-profit housing organizations, develop a minimum of 716 Replacement Units to replace the 716 public housing units planned to be demolished in the redevelopment of the High Point Site (as shown in Table 2).

The 716 Replacement Units shall be affordable to public housing eligible households, with a minimum of one hundred percent (100%) of the units available to households with incomes at or below thirty percent (30%) of the Seattle median income, determined at the time of initial occupancy by each household.

The 716 Replacement Units shall be available for occupancy for a minimum of forty (40) years from the initial date of occupancy, or longer if Federal Operating Subsidies are renewed. If in the 40-year period federal operating subsidies are not renewed, SHA will make its best effort to maintain the units so they are available to households at or below thirty percent (30%) of median income.

The bedroom configuration of the 716 Replacement Units shall be no smaller than one bedroom in size. The bedroom replacement counts, depicted in Table 4 of this Plan, are subject to an up to 20% adjustment in any category, except for one-bedroom units, which may not be increased above the amount shown in Table 4.

Relocation of Existing High Point Residents

SHA will ensure that existing residents in good standing as of the time of SHA's Hope VI award (July 26, 2000) can return to High Point after completion of the redevelopment. SHA will work with the High Point Resident Council to develop screening criteria that will apply to new residents of the redeveloped High Point. All existing residents as of July 26, 2000, who are in compliance with lease terms and wish to return to the site, will be exempted from the new screening criteria.

Type and Location

Replacement Units that SHA develops either itself or that are developed by non-profit housing organizations must be located within the Seattle City limits. Replacement units may be developed via new construction, or acquisition and rehabilitation of existing buildings not in the ownership of SHA; provided that 1) no displacement of existing tenants occurs; and 2) there is a net addition of housing units affordable to households with incomes at or below 30% of median income.

Attachment 6: SHA Resolution 4659 - Replacement Housing Plan
for High Point (High Point Final EIS, Appendix H)

Progress Reports

On an annual basis SHA will prepare a report on progress in fulfilling this Replacement Housing Plan. This annual progress report will be available by March 1 each year until the High Point redevelopment is completed.

Table 1
High Point Housing Unit Plan
Annual Production Targets

Unit Type	Affordability*	2005	2006	2007	2008	2009	Total
On-Site Housing Units							
SHA or Partnership	0-30% MI	175		216			391
Section 202 Elderly Housing	0-30% MI	75					75
Affordable Rental Housing	0-60% MI	125		125			250
Affordable For-Sale Housing	0-80% MI	20	20	20	20		80
Market Rate For-Sale or Rental Housing	Market Rate	160	160	160	160	164	804
Total On-Site Housing Units							1600
Off-Site Housing Units							
SHA or Partnership Units	0-30% MI	50	50	50	50	50	250

MI = Median Income

* Available to households in this income category.

Table 2
Replacement Units

Unit Type	Affordability*	Total Units
On-Site Replacement Units		
SHA or Partnership units	0-30% MI	391
Section 202 Elderly Housing	0-30% MI	75
On- or Off-Site Replacement Units		
SHA or Partnership Units	0-30% MI	250
Total Replacement Units		716

MI = Median Income

* Available to households in this income category.

** SHA received an additional 109 Housing Choice Vouchers as a result of the High Point Redevelopment.

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE IT IS DUE TO THE QUALITY OF THE DOCUMENT.

Table 3
On-Site Housing Units

Unit Type	Affordability*	Total Units
On-Site Housing Units		
SHA	0-30% MI	350
Section 202 Elderly Housing	0-30% MI	75
Section 811 Disabled Housing	0-30% MI	41
Affordable Rental Housing	0-60% MI	250
Affordable For-Sale Housing	0-80% MI	80
Market Rate Rental or For-Sale Housing	Market Rate	804
Total Units On-Site		1600

MI = Median Income

* Available to households in this income category.

Table 4
Number and Configuration of On- and Off-Site Replacement Units

Configuration of Units**	Existing	Proposed On-site	Proposed Off-site	Difference from Existing
1 Bedroom	145	115	0	-30
2 Bedroom	266	111	105	-50
3 Bedroom	221	200	145	+124
4 Bedroom	84	35	0	-49
5 Bedroom	0	5	0	+5
Total Units	716	466	250	0

Note: This number includes 75 housing units to be developed by Providence Health Systems.

**Subject to adjustment of up to 20% in the 2 to 5 bedroom categories.

Table 5
Number and Configuration of On-Site Tax Credit Units

Configuration of Units**	Tax Credit units
1 Bedroom	0
2 Bedroom	105
3 Bedroom	130
4 Bedroom	15
5 Bedroom	0
Total Units	250

**Subject to adjustment of up to 20%.

STATE OF WASHINGTON - KING COUNTY

--SS.

159656
City of Seattle, Clerk's Office

No. ORDINANCE IN FULL

Affidavit of Publication

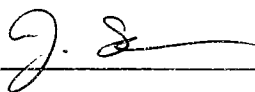
The undersigned, on oath states that he is an authorized representative of The Daily Journal of Commerce, a daily newspaper, which newspaper is a legal newspaper of general circulation and it is now and has been for more than six months prior to the date of publication hereinafter referred to, published in the English language continuously as a daily newspaper in Seattle, King County, Washington, and it is now and during all of said time was printed in an office maintained at the aforesaid place of publication of this newspaper. The Daily Journal of Commerce was on the 12th day of June, 1941, approved as a legal newspaper by the Superior Court of King County.

The notice in the exact form annexed, was published in regular issues of The Daily Journal of Commerce, which was regularly distributed to its subscribers during the below stated period. The annexed notice, a

CT:ORDINANCE 121164

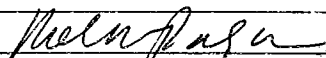
was published on

6/17/2003



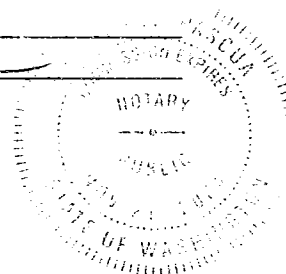
Subscribed and sworn to before me on

6/17/2003



Notary public for the State of Washington,
residing in Seattle

Affidavit of Publication



State of Washington, King County

City of Seattle

ORDINANCE 121164

AN ORDINANCE relating to land use and zoning; amending pages 151 and 165 of the Official Land Use Map to rezone property located at 5550 32nd Avenue S.W. (High Point Garden Community) from Multifamily Lowrise 1 to a combination of Lowrise 2, Lowrise 4, and Neighborhood Commercial 2 with a 40' height limit; and accepting a Property Use and Development Agreement in connection therewith. (Petition of Seattle Housing Authority, C.P. 305400, Application 210520)

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. This Ordinance affects the property described in the legal description attached to this Ordinance as Exhibit A (the "Property").

Section 2. The Official Land Use Map zone classification for the Property, as adopted by Ordinance 110570 and last amended by Ordinance 110572, and established on pages 161 and 165 of the Official Land Use Map, is amended to rezone the Property from Lowrise 1 to a combination of Lowrise 2, Lowrise 4 and Neighborhood Commercial 2 with a forty-foot height limit, as shown in Exhibit B attached to this Ordinance, and subject to the terms and conditions described in Section 3, below.

Section 3. The Property Use and Development Agreement that was executed by Seattle Housing Authority, owner of the Property, by which said owner agrees to certain restrictions upon the property to mitigate the adverse impacts of uses and developments otherwise permitted in the Lowrise 2, Lowrise 4 and Neighborhood Commercial 2 zones upon property in the vicinity, is hereby accepted and attached to this Ordinance as Exhibit C.

Section 4. Pursuant to SMC Section 23.76.060(1)(b), the rezoning of the Property shall expire and be of no force and effect ten (10) years from the effective date of the

approval of this rezoning, or, if construction permits have been applied for or issued at that time, until expiration of those permits.

Section 5. The City Clerk is hereby authorized and directed to file a copy of said Property Use and Development Agreement and of this Ordinance at the King County Records and Elections Division, to file the original of the Property Use and Development Agreement with this Ordinance at the City Clerk's Office, and to deliver copies of the same to the Director of the Department of Design, Construction and Land Use and to the King County Assessor's Office.

Section 6. This Ordinance shall take effect and be in force thirty (30) days from and after its passage and approval by the Mayor, but if proceeding as returned by the Mayor within ten (10) days after presentation, it shall take effect as provided by Municipal Code Section 1.04.020.

Passed by the City Council the 27th day of May, 2003, and signed by me in open session in authentication of its passage this 27th day of May, 2003.

PETER STEINBRUECK,
President of the City Council.

Approved this 4th day of June, 2003.

GREGORY J. NICKELS,
Mayor.

Filed this 4th day of June, 2003.

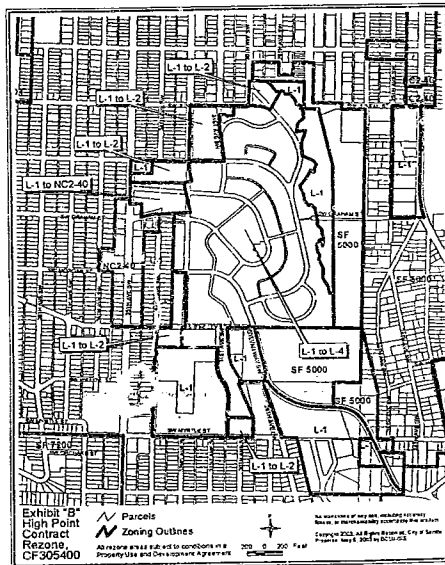
(Seal) JUDITH E. PIPPIN,
City Clerk.

Exhibit A: Legal Description

Exhibit B: Rezoning Map

Exhibit C: Property Use and Development Agreement

Exhibit B: Rezoning Map



Property use and Development Agreement

Grantee: 1) Seattle Housing Authority.
Grantor: 2) The City of Seattle.

Legal Description (abbreviated): SEE ATTACHMENT 1 FOR LEGAL DESCRIPTION OF PROPERTY (High Point Garden Community, 5550 32nd Avenue S.W., generally bounded by SW Juneau Street on the north, 35th Avenue SW on the west, SW Myrtle Street on the south, and the hillside above Longfellow Creek on the east.) Additional to ATTACHMENT 1, Assessor's Tax Parcel ID #: 252403-9051-09; 252403-9049-04. Reference Nos. of Documents Released or Assigned: N/A.

THIS PROPERTY USE AND DEVELOPMENT AGREEMENT (the "Agreement") is executed this 21st day of May, 2003 in favor of the City of Seattle, a Washington municipal corporation (the "City"), by the Seattle Housing Authority (the "Owner"), a Washington municipal corporation, owner of property legally described herein (the "Property").

RECITALS

A. The Owner has a fee simple and/or substantial beneficial interest in the Property known as the High Point Garden Community in Seattle at 5550 32nd Avenue S.W., which is legally described in Attachment 1.

B. The Owner filed a petition (C.F. 305400) with the City for a contract rezoning to rezone the Property from Lowrise 1 (L1) to a combination of Lowrise 2, Lowrise 4, and Neighborhood Commercial 2 (NC2-40).

requested departure from height for Block 141.

d. The following blocks are zoned Lowrise 2 (L2) and are subject to L2 density and development standards: Blocks 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, and 152.

e. The following block is zoned Neighborhood Commercial 2 with a forty-foot height limit (NC2-40) and is subject to the NC2-40 development standards, including the NC2-40 standards for height: Block 94-9-9.

f. Uses are limited as follows: Block 5A, Library; Block 5B, Health Center; Block 15, Community Park; and Block 20, Neighborhood Center.

2. To the extent permitted by Conditions 1 and 2 above, the changes in zone designation are established only for the development of buildings with substantially the same design and platting pattern as represented in the applicant's Building Concept Plan (Sheet A2.0), Proposed Contract Rezoning (Sheet A3.0), and Proposed Block Zoning (Sheet A3.1), dated October 21, 2002, including the same amenities and improvements as represented in these and other plan sheets from the October 31, 2002 plans and as modified by additional City review and shown in the plans presented at the hearing on February 19, 2003. (Copies of Sheets A2.0, A3.0 and A3.1 are attached as Attachments 3, 4, and 5.) The Council acknowledges that SHA may refine the Building Concept Plan (Sheet A2.0) as to building type, design and location on the lot to reflect the evolution of the Building Concept as the project progresses.

each phase is occupied. Street trees shall be installed within 6 months of the final lift of asphalt for each phase.

8. SHA or its developer partners are financially responsible for any time spent by DCLU in connection with this Contract Rezoning and the implementation of rezoning conditions.

9. SHA must comply with the Replacement Housing Plan for High Point (SHA Board Resolution 4658, adopted September 16, 2002) contained in the High Point Final EIS as Appendix H (a copy is attached to this Agreement as Attachment 6).

Section 2. This Agreement shall be recorded in the records of King County by the City Clerk. The covenants hereof shall be deemed to attach to and run with the Property and shall be binding upon the Owner, its heirs, successors and assigns, and shall apply to after-acquired title of the Owner of the Property; provided the covenants herein and the rezoning shall expire and be of no force and effect ten (10) years from the effective date of the approval of this rezoning, or, if construction permits have been applied for or issued at that time, until expiration of those permits.

Section 3. This Agreement may be amended or modified by agreement between the Owner and the City; provided, such amendment agreement shall be approved by the City Council by ordinance. Nothing in this Agreement shall prevent the City Council from making such further amendments to the zoning ordinance and/or Land Use Code or exercising the City's police power, as it may deem necessary in the public interest. The conditions contained in this Agreement are based on the unique circumstances applicable to this Property, and this Agreement is not intended to establish precedent for other rezonings in the surrounding area.

Section 4. This Agreement is made for the benefit of the City and for the benefit of the owners of the property within 300 feet of the Property and either the City or any such property owners may institute and prosecute any action at law or in equity to enforce this Agreement.

Section 5. The Owner acknowledges that compliance with the conditions of this Agreement is a condition of the subject rezoning and that if the Owner avails itself of the benefits of this rezoning but then fails to comply with the conditions of this Agreement with the City, in addition to pursuing any other remedy, the City may revoke the rezoning by ordinance and require the use of the Property to conform to the requirements of the previously existing Lowrise 1 zone.

SIGNED this 21st day of May, 2003.

OWNER, SEATTLE HOUSING AUTHORITY, a Washington Municipal Corporation.

By: HARRY THOMAS,
Executive Director.

STATE OF WASHINGTON, County of King--ss.

On this day personally appeared before me Harry Thomas, to me known to be the Executive Director of the Seattle Housing Authority, a Washington municipal corporation, the party that executed the foregoing instrument, and acknowledged such instrument to be the free and voluntary act and deed of such corporation, for the uses and purposes therein mentioned, and on oath stated that he was duly authorized to execute such instrument.

Given under my hand and official seal this 21st day of May, 2003.

(Seal) PEGGY J. THOMPSON,
Notary Public in and for the State of Washington, residing at Brier.

My Commission Expires: 08-06-06.

Publication ordered by Judith Pippin, City Clerk.

Date of publication in the Seattle Daily Journal of Commerce, June 17, 2003.

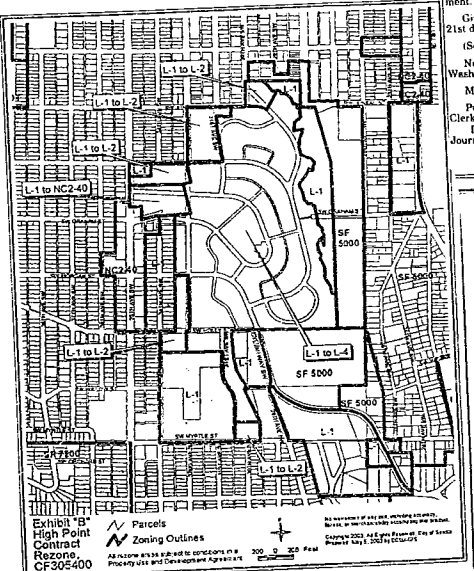
4/17(1595856)

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE IT IS DUE TO THE QUALITY OF THE DOCUMENT.

Property use and development, including the adverse impacts of uses and development otherwise permitted in the Lowrise 2, Lowrise 4 and Neighborhood Commercial 2 zones upon property in the vicinity, is hereby accepted and attached to this Ordinance as Exhibit C.

Section 4. Pursuant to SMC Section 23.34.060(1)(b), the rezoning of the Property shall expire and be of no force and effect ten (10) years from the effective date of the

Exhibit B: Rezone Map



Property use and Development Agreement
 Grantor: 1) Seattle Housing Authority.
 Grantee: 1) The City of Seattle.

Legal Description (abbreviated): SEE ATTACHMENT 1 FOR LEGAL DESCRIPTION OF PROPERTY (High Point Garden Community, 6560 32nd Avenue S.W., generally bounded by SW Juneau Street on the north, 35th Avenue SW on the west, SW Myrtle Street on the south, and the hillside above Longfellow Creek on the east.) Additional on ATTACHMENT 1. Assessor's Tax Parcel ID #: 252403-0000; 252403-0004-04. Reference Nos. of Documents Released or Assigned: N/A.

THIS PROPERTY USE AND DEVELOPMENT AGREEMENT (the "Agreement") is executed this 21st day of May, 2003 in favor of the City of Seattle, a Washington municipal corporation (the "City"), by the Seattle Housing Authority (the "Owner"), a Washington municipal corporation, owner of the property legally described herein (the "Property").

RECITALS

- The Owner has a fee simple and/or substantial beneficial interest in the Property known as the High Point Garden Community in Seattle at 6560 32nd Avenue S.W., which is legally described in Attachment 1.
- The Owner filed a petition (CF 305400) with the City for a contract rezoning to rezone the Property from Lowrise 1 (L1) to a combination of Lowrise 2 (L2), Lowrise 4 (L4) and Neighborhood Commercial 2 with a forty-foot height limit (NC2-40), as shown on the rezoning map on Attachment 2, subject to conditions. The purpose of the application is to allow the Owner to redevelop the High Point Garden Community under a federal HOPE VI grant with a mix of residential and commercial uses.
- Seattle Municipal Code (SMC) Section 23.34.004 allows the City to approve a contract rezoning subject to "self-imposed restrictions upon the use and development of the property in order to ameliorate adverse impacts which could occur from unrestricted use and development permitted in the zone."
- On December 19, 2002, the Director of the Department of Design, Construction and Land Use ("DCLU") recommended that the rezoning be granted, subject to conditions.
- On March 5, 2003, the Hearing Examiner recommended that the rezoning be granted, subject to conditions.
- On May 19, 2003, the City Council Committee of the Whole voted to recommend to the full Council that the rezoning be granted, subject to conditions.

AGREEMENT

Section 1. Pursuant to SMC 23.34.004, the Owner hereby covenants, bargains and agrees, on behalf of itself and its successors, that it will comply with the following limitations and conditions in consideration of the rezoning of the Property from L1 to L2, L4 and NC2-40:

- The changes in zone designation are granted as shown in Attachment 2, as limited in this Agreement and in the ordinance approving the contract rezoning. Development of each block listed below is further limited as follows:
 - The maximum number of dwelling units permitted on the Property is 1,600 dwelling units, regardless of whether the density permitted under this Agreement or permitted under the applicable zone designation for any given block is higher.
 - The following blocks are zoned Lowrise 4 (L4): Blocks 1, 3, 4, 2, 4, 1, 8, 10-13, 16-19, 21-24, 26-31, and 33-34. The density on these blocks is limited to the following density: 1 dwelling unit/1,200 s.f. of lot area. With the exception of the density noted here and in subsection c, limits noted here and in subsection c, all other L4 development standards apply to these blocks. The height of these blocks is limited to the L4 height limit.
 - The following blocks are zoned L4 and are subject to L4 density, height limits and development standards: Blocks 5, 14-16, 20, 32, and 34-34.4. (The changes in zone designation do not include the

requested departure from height for Block 14.)

d. The following blocks are zoned Lowrise 2 (L2) and are subject to L2 density and development standards: Blocks 1, 1-1, 2, 3, 1, 3, 9-1, 3, 25, 33, 1, and 34.5-34.6.

e. The following block is zoned Neighborhood Commercial 2 with a forty-foot height limit (NC2-40) and is subject to the NC2-40 development standards, including the NC2-40 standards for height: Block 2, 4, 8.

f. Uses are limited as follows: Block 5A, Library; Block 5B, Health Center; Block 15, Community Park; and Block 20, Neighborhood Center.

2. To the extent permitted by Conditions 1 and 2 above, the changes in zone designation are established only for the development of buildings with substantially the same design and platting pattern as represented in the applicant's Building Concept Plan (Sheet A2.0), Proposed Contract Rezoning (Sheet A3.0), and Proposed Block Zoning (Sheet A3.1), dated October 31, 2002, including the same amenities and improvements as represented in these and other plan sheets from the October 31, 2002 plans and as modified by additional City review and shown in the plans presented at the hearing on February 10, 2003. (Copies of Sheets A2.0, A3.0 and A3.1 are attached as Attachments 3, 4, and 5.) The Council acknowledges that SHA may refine the Building Concept Plan (Sheet A2.0) as to building type, design and location on the lot to reflect the evolution of the Building Concept as it continues through the public review process through continuing community and SHA input, design review and design development.

3. A unit/building count map shall be prepared and updated prior to the submittal of applications for either future construction or with building permits, whichever occurs first, at least quarterly, and submitted to DCLU. DCLU shall maintain the unit/building count map and shall evaluate any proposed new uses or development to ensure that the restrictions, particularly those on density limits, contained in this PUDA are complied with.

4. SHA shall include the following language in Conditions, Covenants and Restrictions for High Point, which shall be binding on all purchasers of any portion of the Property: "...each prospective Owner is responsible for becoming apprised of the then most current Density Chart prior to acquiring any portion of the Property. Whenever any portion of the Property is conveyed, the deed shall expressly refer to the Density Restrictions and may be developed, constructed and operated on the property that is being conveyed by such deed."

5. SHA shall prepare Design Guidelines based on the Citywide Design Manual and the Conditions, Covenants and Restrictions for High Point. The Design Guidelines should be reviewed by the City's Design Review Board to confirm consistency with Citywide Design Guidelines and Design Review Board Guidance rendered for the High Point Redevelopment. The Design Guidelines shall be made part of the Conditions, Covenants and Restrictions made binding on all purchasers of any portion of the Property. Design review shall be required to the extent mandated by the Seattle Municipal Code, with the following exceptions: To ensure that proposed development is not "piecemeal" in such a fashion as to inappropriately avoid design review, any developer who develops in excess of eight units on a single block or adjacent blocks shall be subject to design review even if those developments individually do not exceed eight units and are not otherwise contiguous to each other. Design review shall also be required for commercial uses, mixed-use and minor institutional uses on the Property, and for all uses on Block 25.

6. On Block 25, a minimum setback is required along the west property line, a maximum front yard setback is required for uses on Block 25 and no alley access shall be required. The appropriate setbacks will be determined through administrative design review, which is required for the Block 25.

7. SHA must install all required streets, utilities and other infrastructure prior to occupancy of any development site with the exception that the final lift of asphalt may be completed at a later time. The development frontage street must have final pavement not more than 18 months after the development of

STATE OF WASHINGTON, County of King

On this day personally appeared before me Harry Thomas, to me known to be the Executive Director of the Seattle Housing Authority, a Washington municipal corporation, the party that executed the foregoing instrument, and acknowledged such instrument to be the free and voluntary act and deed of such corporation, for the uses and purposes therein mentioned, and on oath stated that he was duly authorized to execute such instrument.

Given under my hand and official seal this 21st day of May, 2003.

(Seal) PEGGY J. THOMPSON,
 Notary Public in and for the State of Washington, residing at Brier.

My Commission Expires: 05-06-06.

Publication ordered by Judith Pippin, City Clerk

Date of publication in the Seattle Daily Journal of Commerce, June 17, 2003.
 6/17(158656)

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE IT IS DUE TO THE QUALITY OF THE DOCUMENT.