

ORDINANCE No. 122204

COUNCIL BILL No. 115682

AN ORDINANCE relating to the Department of Parks and Recreation, authorizing the Superintendent to accept an assignment of the P-Patch Trust's rights to purchase land in Block 3, Hillman City Division No. 3, according to the Plat thereof, Recorded in Volume 11 of Plats, Page 38, records of King County, Washington; authorizing the purchase of said property; authorizing the Superintendent to grant a conservation easement and covenant with respect to such property in exchange for a conservation easement and covenant on adjacent property of the P-Patch Trust and the P-Patch Trust's payment of a part of the purchase price of the property being acquired by the City; authorizing the operation of such property as a P-Patch; and ratifying and confirming prior acts.

COMPTROLLER FILE No. _____

Introduced: AUG - 7 2006	By: DELLA
Referred:	To: FULL COUNCIL
Referred: AUG - 7 2006	To:
Referred:	To:
Reported: 8-14-06	Second Reading:
Third Reading: 8-14-06	Signed: 8-14-06
Presented to Mayor: 8-15-06	Approved: 8/17/06
Returned to City Clerk: 8/22/06	Published: 4ppr Title Dept
Vetoed by Mayor:	Veto Published:
Passed over Veto:	Veto Sustained:

The City of Seattle--Legislative Department

REPORT OF COMMITTEE


Date Reported
and Adopted

Honorable President:

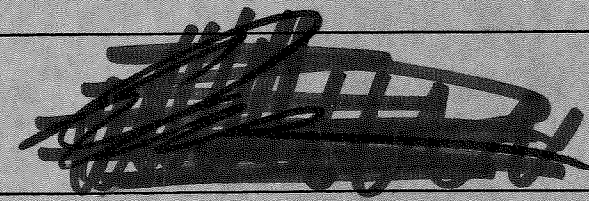
Your Committee on _____

to which was referred the within Council Bill No. _____
report that we have considered the same and respectfully recommend that the same:

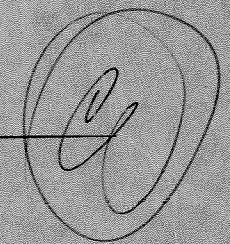
8-14-06 Passed 9-0



Law Department



Committee Chair



ORDINANCE 122204

AN ORDINANCE relating to the Department of Parks and Recreation, authorizing the Superintendent to accept an assignment of the P-Patch Trust's rights to purchase land in Block 3, Hillman City Division No. 3, according to the Plat thereof, Recorded in Volume 11 of Plats, Page 38, records of King County, Washington; authorizing the purchase of said property; authorizing the Superintendent to grant a conservation easement and covenant with respect to such property in exchange for a conservation easement and covenant on adjacent property of the P-Patch Trust and the P-Patch Trust's payment of a part of the purchase price of the property being acquired by the City; authorizing the operation of such property as a P-Patch; and ratifying and confirming prior acts.

WHEREAS, the Hillman City P-Patch comprises two lots owned by the P-Patch Trust and four lots owned by the Findlay Street Christian Church, and the four lots owned by the Church, each of equal size and approximately equal value, have been leased to the City for P-Patch use; and

WHEREAS, the Findlay Street Christian Church wishes to relocate and has entered into two Purchase and Sale Agreements to sell its four lots of P-Patch property to the P-Patch Trust, and the P-Patch Trust is willing to assign the rights to buy three of the lots to the City; and

WHEREAS, the P-Patch Trust wishes to purchase one of the lots owned by the Church for P-Patch use, and the City wishes to purchase the remaining three lots for such use, but which lot is to be purchased by the P-Patch Trust is not yet determined; and

WHEREAS, Ordinance 121882, effective September 15, 2005, appropriated \$100,000 from the Cumulative Reserve Fund, REET I Subaccount, for the purchase of this property; and

WHEREAS, Ordinance 121991, effective December 30, 2005, appropriated an additional \$140,000 from the Cumulative Reserve Fund, REET I Subaccount, for the purchase of this property; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. As requested by the Superintendent of the Department of Parks and Recreation and as recommended by the Mayor, the Superintendent is authorized, for and on behalf of the City, to accept an assignment of a portion of the Buyer's rights and agree to assume a portion of the Buyer's obligations under one or both of two Purchase and Sale Agreements for Sale of Real

1 Property dated January 4, 2006, as amended ("Agreements"), copies of which are attached to this
2 ordinance as Exhibits A through E, between the Findlay Street Christian Church as Seller, and
3 the P-Patch Trust as Buyer, for the purchase of Lots 17, 18, 19, and 20, Block 3, Hillman City
4 Division No. 3, according to the Plat thereof, Recorded in Volume 11 of Plats, Page 38, records
5 of King County, Washington. The Superintendent is authorized to cause the City to assume the
6 rights to acquire either Lots 17, 18, and 19 or Lots 18, 19, and 20, in said Block and Division, in
7 the Superintendent's discretion. The lots to be acquired by the City are referred to as the
8 "Property."
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11 Section 2. The Superintendent of Parks and Recreation or his designee is authorized, on
12 behalf of the City of Seattle, to acquire the Property for a purchase price and related acquisition
13 costs payable by the City not to exceed Two Hundred Forty Thousand Dollars (\$240,000.00), and
14 to execute and deliver for recording a conservation easement and covenants in favor of the P-
15 Patch Trust, requiring that the Property shall remain as perpetual community garden or open
16 space, provided that the P-Patch Trust shall pay to the seller the remainder of the purchase price
17 and acquisition costs of the Property, shall simultaneously complete the purchase of lot 17 or lot
18 20, said Block and Division, and shall grant in favor of the City a perpetual conservation
19 easement and covenant, on that lot and lots 21 and 22, said Block and Division, providing that
20 such lots shall remain as perpetual community garden or open space, on terms acceptable to the
21 Superintendent. The Superintendent is authorized to execute, deliver, accept and modify such
22 additional documents and take such additional actions as shall be reasonably necessary to
23 complete the acquisition of the Property consistent with this ordinance.
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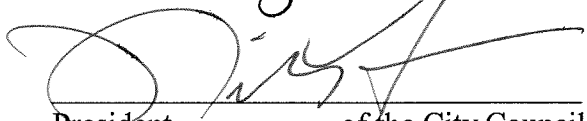
1 Section 3. Upon delivery of the deed for the Property consistent with the Agreement, and
2 the easement and covenant in favor of the City as described in Section 2, the Superintendent is
3 authorized to accept and record the deed, and the easement and covenant, on behalf of the City of
4 Seattle. The Property shall be accepted for parks and recreation purposes, and the Property shall
5 be under the jurisdiction of the Department of Parks and Recreation. The Superintendent may
6 authorize the Department of Neighborhoods to operate the Property as a P-Patch.
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8 Section 4. Any act consistent with the authority and prior to the effective date of this
9 ordinance is hereby ratified and confirmed.
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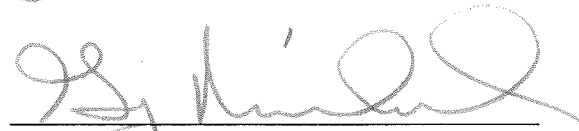


1 Section 5. This ordinance shall take effect and be in force thirty (30) days from and after
2 its passage and approval, if approved by the Mayor, but if not approved and returned by the
3 Mayor within ten (10) days after presentation, it shall take effect as provided by Municipal Code
4 Section 1.04.020.

5
6 Passed by the City Council the 14th day of August, 2006, and signed by me in open
7 session in authentication of its passage this 14th day of August, 2006

8
9 
10 President _____ of the City Council

11 Approved by me this 17th day of August, 2006.

12
13 
14 Gregory J. Nickels, Mayor

15 Filed by me this 22nd day of August, 2006.

16
17 
City Clerk

18 Exhibit A: Purchase and Sale Agreement (Lots 17, 18 and 19)
19 Exhibit B: Purchase and Sale Agreement (Lot 20)
20 Exhibit C: First Amendment to Purchase and Sale Agreements
21 Exhibit D: Second Amendment to Purchase and Sale Agreements
22 Exhibit E: Third Amendment to Purchase and Sale Agreements

23 (Seal)
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City of Seattle

Gregory J. Nickels, Mayor

Office of the Mayor

July 25, 2006

Honorable Nick Licata
President
Seattle City Council
City Hall, 2nd Floor

Dear Council President Licata:

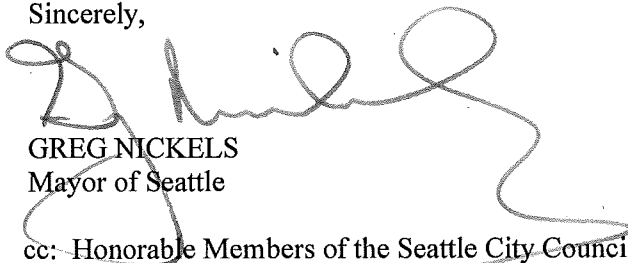
I am pleased to transmit the attached proposed Council Bill that authorizes the Department of Parks and Recreation to acquire the right to purchase three lots under terms of a Purchase and Sale Agreement to maintain and continue operation of the Hillman City P-Patch. This legislation also authorizes a conservation easement and covenant agreeing to keep these three lots as a community garden or open space in perpetuity.

The Hillman City P-Patch is located at the corner of 46th Avenue South and South Lucile Street in the Rainier Valley. This P-Patch is comprised of two lots owned by the P-Patch Trust, and four lots leased from the Findlay Street Christian Church by the Department of Neighborhoods. The Findlay Street Christian Church wishes to sell some of its property and use the proceeds from the sale, including those from the Hillman City P-Patch, to relocate.

The Findlay Street Christian Church has offered to sell four lots currently used as a P-Patch to the City and the P-Patch Trust. After evaluation, the City believes that the offering price of \$100,000 per lot reflects a fair market value. The P-Patch Trust intends to purchase one lot, and the City wishes to purchase the remaining three lots. The City has already appropriated \$240,000 for the purchase of three of the lots, and the P-Patch Trust will provide the additional \$60,000 needed to complete the transaction.

The purchase of this property will allow the City to continue operating the existing Hillman City P-Patch, which is heavily used by the Asian immigrant community in the Rainier Valley. The City owes a dept of gratitude to the Findlay Street Christian Church and to the P-Patch Trust for their efforts in making this purchase possible. Thank you for your consideration of this legislation. Should you have questions, please contact Dave Barber at 684-0400.

Sincerely,



GREG NICKELS
Mayor of Seattle

cc: Honorable Members of the Seattle City Council

600 Fourth Avenue, 7th Floor, P.O. Box 94749, Seattle, WA 98124-4749

Tel: (206) 684-4000, TDD: (206) 684-8811 Fax: (206) 684-5360, Email: mayors.office@seattle.gov

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PURCHASE AND SALE AGREEMENT FOR SALE OF REAL PROPERTY

THIS AGREEMENT is entered into as of January 4th, 2006 between the P-Patch Trust, a Washington non-profit public benefit corporation or its assignee ("Buyer"), and the Findlay Street Christian Church, a Washington not for profit corporation ("Seller"). The effective date of this Agreement shall be the date it has been signed by both Seller and Buyer, as evidenced by the last date appearing under their respective signatures. For good and valuable consideration, the parties agree as follows:

1. SALE OF PROPERTY

Subject to the terms of this Agreement, Buyer shall purchase and Seller shall convey to Buyer on the Closing Date the real property described on Exhibit A, together with all improvements and fixtures thereon, and all rights appurtenant thereto (the "Property"). The parties acknowledge and agree that at this same time they are entering into another Purchase and Sale Agreement related to the purchase of the three (3) lots directly adjoining the Property to the east (that is, Lots 17, 18, and 19, Block 3, Hillman City Addition # 3, as per plat recorded in Volume 11, Page 38, Records of King County, Washington) and it is the intention of the parties that the closings under both agreements shall occur simultaneously, unless otherwise agreed to by the parties in writing.

2. PURCHASE PRICE

The total purchase price for the Property (the "Purchase Price") is One Hundred Thousand and No/100 Dollars (\$100,000.00), which Buyer believes to be a fair value for the Property. The Purchase Price shall be paid in cash at Closing. Even though Buyer may use money from a federal community development block grant, Buyer shall not be able to otherwise acquire the Property if the parties' negotiations fail, as more fully set out in that separate notification provided by buyer to seller.

3. EARNEST MONEY DEPOSIT

Within 10 working days, not including Saturday, Sunday, or Federal holidays, of the effective date of this Agreement, Buyer shall deposit in escrow with First American Title Insurance Company (the "Closing Agent"), a copy of this Agreement and Buyer's earnest money deposit in the amount of Two Thousand Five Hundred and No/100 Dollars (\$2,500.00) (the "Deposit"). Closing Agent shall hold the Deposit and apply it to the Purchase Price at Closing, unless forfeited or refunded as provided below.

NOTE:

All Exhibits
are in hard
copies only.

UB 1/11/14



UB NPM

4. CLOSING

March 1

Closing shall occur in the office of Closing Agent on ~~September 29, 2006~~ or such earlier date as the parties may agree upon in writing. The Closing Date may be changed by written agreement signed by the Seller and Buyer. The Buyer and Seller will deposit in escrow with Closing Agent all instruments, documents and monies necessary to complete the sale in accordance with this Agreement. As used in this Agreement, "Closing" or "Closing Date" shall also mean the date on which all appropriate documents are recorded and proceeds of sale are available for disbursement to Seller. Funds held in reserve accounts pursuant to escrow instructions shall be deemed, for purposes of this definition, as available for to disbursement to Seller. As set forth in paragraph 1 above, Closing shall occur simultaneously with the closing of the transaction related to the adjoining three (3) lots.

5. DUE DILIGENCE AND TITLE REPORT

5.1 Buyer shall have sixty (60) days following the effective date of this Agreement (the "Review Period") to investigate the Property and to satisfy itself in Buyer's sole discretion, that the Property is suitable to Buyer's use and purposes. During the Review Period, Buyer shall be entitled, at Buyer's expense, to obtain a boundary survey of the Property, obtain a phase I environmental site assessment or similar assessment and to conduct such other investigations, reports or other testing as Buyer may reasonably require. In the event that Buyer fails to give Seller written notice prior to the expiration of the Review Period objecting to any matters discovered during its review or stating that the Property is not suitable, this condition shall be automatically deemed satisfied.

5.2 Seller authorizes Buyer, at Seller's expense, to apply for a standard form of owner's policy of title insurance to be issued by Chicago Title Insurance Company (the "Title Company"). Title Company shall deliver to Buyer and Seller a preliminary commitment for title insurance (the "Title Report"), together with legible copies of all special exceptions set forth in the Title Report, and Buyer shall have fifteen (15) days following receipt of the Title Report to review it and to make any objections, in Buyer's sole discretion, as to any exceptions to title shown of record therein. Special exceptions not objected to by the end of the 15-day period are deemed "Permitted Exceptions." Seller agrees to take all reasonable steps to remove any exceptions to which the Buyer makes timely objection. If Seller fails to cure said defects on or before the earlier of 60 days after notice or the Closing Date, Buyer, may, at Buyer's election, extend Closing for an additional 60 days, to permit Seller to cure such remaining defects, terminate this Agreement and recover its Deposit from Closing Agent or exercise any other right Buyer has under this Agreement.

6. CONDITION OF TITLE; DEED

Seller shall convey the Property to Buyer by a Statutory Warranty Deed (the "Deed") conveying to Buyer title to the Property in fee simple, subject only to the Permitted Exceptions identified pursuant to Paragraph 5 above. A condition precedent to Buyer's completing the purchase of the Property shall be the willingness of the Title Company to issue, upon payment of the Title Company's regularly scheduled premium, an ALTA owner's standard coverage title insurance policy in the amount of the Purchase Price, showing title to the Property vested in Buyer in fee simple, subject only to the Permitted Exceptions and the preprinted exceptions commonly contained in that form of an owner's policy (the "Title Policy"). The parties further agree that the Property shall be encumbered at the Closing by a recorded conservation easement and covenant granted by the Buyer in favor of the City of Seattle requiring that the Property remain as perpetual community garden and open space.

7. CONDITION OF PROPERTY

Seller shall inform Purchaser of any condition or defect that might affect the value of the Property at the time of Seller's execution of this Agreement. The Property shall be delivered to Purchaser at Closing in substantially the same physical condition as the date hereof.

8. POSSESSION

Subject to Buyer's current possession of the Property for use in its P-Patch program, Buyer shall be entitled to complete possession on Closing. Seller shall deliver possession of the Property to Buyer on the Closing Date in substantially the same physical condition as of the date of Buyer's execution of this Agreement, excepting any changes made by Buyer or The City of Seattle or their licensees under the P-Patch program.

9. REPRESENTATIONS AND WARRANTIES.

9.1 Buyer's Representations and Warranties. Buyer represents and warrants as follows:

- (a) Buyer is a non-profit public benefit corporation duly organized and validly existing under the laws of the State of Washington and has the power to own its property and assets.

9.2 Seller's Representations and Warranties. Seller represent and warrant as follows:

- (a) Seller is the owner of the Property, subject to the liens, encumbrances and interests shown on the Title Report.

- (b) Seller is a non-profit corporation that is now and will be as of the Closing Date, a non-profit corporation validly existing under the laws of the State of Washington with full power and authority to execute this Agreement and perform Seller's obligations and the undersigned person signing for and on behalf of Seller has full power and authority to execute this Agreement and to bind Seller to its terms.
- (c) There is no pending or threatened litigation that would adversely affect the Property or Buyer's ownership or use thereof after Closing.
- (d) There are no covenants, conditions, easements, restrictions, adverse claims, or contractual obligations of Seller that will adversely affect Buyer's ownership or use of the Property after Closing or prevent Seller from performing its obligations under the Agreement.
- (e) Seller is aware of no adverse physical condition or defect present on or under the Property, whether natural or man-made.

10. BUYER'S CONDITIONS TO CLOSING

10.1 It is a condition to Buyer's obligation to perform its obligations at Closing that, as of the Closing Date:

- (a) All of Seller's representations and warranties set forth in Section 9.2 are and remain true and correct;
- (b) Seller has performed all of its covenants hereunder;
- (c) No moratorium, statute, order, regulation, ordinance or judgment of any court or governmental agency has been enacted, adopted, issued or initiated that would materially and adversely affect the current use of the Property or any portion thereof;
- (d) The Title Company is prepared to issue the Title Policy to the Buyer;
- (e) Seller has delivered all documents listed in Section 12.1;
- (f) ~~Buyer has secured donations, grant funding, or other funding~~ sufficient to purchase the Property; and
- (g) All other conditions to Buyer's obligations to proceed to Closing that are set forth in this Agreement have been

satisfied, including without limitation, the satisfaction of all conditions to Buyer's obligation to simultaneously close the sale of the adjoining three lots under a separate agreement.

- 10.2 If any condition to Buyer's obligations hereunder has not been fulfilled, including any condition not set forth in this Section 10, Buyer shall have no obligation to proceed to Closing and shall have a right to a full refund of the Deposit.

11. SELLER'S CONDITIONS TO CLOSING

- 11.1 It is a condition to Seller's obligation to proceed to convey title and to perform its other obligations at Closing that, as of the Closing Date:

- (a) All of Buyer's representations and warranties set forth in Section 9.1 are true and correct;
- (b) Buyer has performed all of its covenants hereunder;
- (c) Buyer has delivered the Purchase Price and all other documents and other deliveries listed in Section 12.2;
- (d) All other conditions to Seller's obligation to convey title and to perform its other obligations at Closing that are set forth in this Agreement have been satisfied, including without limitation, the satisfaction of all conditions to Seller's obligation to simultaneously close the sale of the adjoining three lots under a separate agreement.

12. DELIVERIES

12.1 On or before the Closing Date, Seller shall deliver at the Closing the following documents and materials, all of which shall be in form and substance acceptable to Buyer:

- (a) The duly executed and acknowledged Deed.
- (b) Any instruments reasonably necessary to convey title in the condition required by this Agreement, each of which instrument shall be duly executed and, if necessary, acknowledged.
- (c) A non-foreign certification, duly executed by Seller under penalty of perjury, certifying that Seller is not a "foreign person" as defined in or pursuant to Section 1445 (as may be amended) of the Internal Revenue Code of 1986, as



amended ("Section 1445"). If Seller shall fail or be unable to deliver the same, then Buyer shall have the right to withhold such portion of the Purchase Price as may be necessary, in the reasonable opinion of the Title Company, to comply with Section 1445.

- (d) A counterpart executed real estate excise tax affidavit.
- (e) Such other documents as the Title Company may reasonably require to complete the Closing.

12.2 On or before the Closing Date, Buyer shall deliver to the Closing Agent the following documents and materials:

- (a) Buyer shall deliver in a form of immediately available funds the Purchase Price for the Property, together with any additional funds necessary to pay Buyer's share of closing costs and prorations. Such delivery shall be made in a timely manner to allow disbursement of the Purchase Price to Seller at Closing.
- (b) Such other documents as the Title Company may reasonably require to complete the Closing.

13. CLOSING COSTS AND PRORATIONS

At the Closing, closing costs shall be paid and prorations made as follows:

13.1 Buyer and Seller shall each pay their own attorneys' fees incurred in connection with negotiating and consummating this transaction. Seller shall pay the premium for the Title Policy, the real estate transfer excise tax, one-half of the escrow fees charged by the Closing Agent and the cost of recording the Deed. Buyer shall pay the cost of the survey (if any), its due diligence expenses, and one-half of the escrow fees charged by the Closing Agent.

13.2 Real property taxes, assessments, Surface Water Management charges, Conservation Service Charges, and utility charges constituting liens against the Property, all for the year of Closing, shall be prorated as of the date of Closing.

14. DEFAULT

If either party to this Agreement fails or refuses to perform or satisfy a material obligation under this Agreement, that party shall be in default and the non-defaulting party may elect from the following remedies.

14.1 Seller in Default. In the event that Seller breaches any of its obligations under this Agreement, Buyer shall have all remedies available to it at law or in equity, including, without limitation, the right to seek specific performance.

14.2 Buyer in Default. If Buyer fails, without legal excuse, to complete the purchase of the Property, the Deposit made by Buyer shall be forfeited to Seller as the sole and exclusive remedy available to Seller for such failure.

15. RISK OF LOSS

Risk of loss or damage to the Property by fire or other casualty, from the date of this Agreement through the date of Closing shall be on the Seller, and thereafter shall be on the Buyer.

16. CASUALTY; INSURANCE

If any structure on the Property is damaged or destroyed before Closing then, at the election of Buyer, this Agreement may be terminated and Buyer shall recover its Deposit from Closing Agent.

17. BROKERS; INDEMNIFICATION

Buyer and Seller represent and warrant that they have used no broker, finder, or other person or entity entitled to a commission on account of this transaction. If any individual or entity shall assert a claim to a finder's fee or commission as a broker or a finder for the transfer of the Property, then the party that is alleged to have retained such individual or entity shall defend, indemnify and hold the other party harmless from and against any such claim and all costs, expenses, liabilities and damages incurred in connection with such claim or any action or proceeding brought thereon. This indemnification obligation shall survive the Closing and the termination of this Agreement.

18. ASSIGNMENT; BINDING EFFECT

The terms, covenants and conditions here contained shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

19. NOTICES

All notices required or permitted to be given under this Agreement shall be in writing and shall be delivered either by hand delivery; by nationally recognized private overnight delivery service; by deposit in the United States mail, registered or certified mail, postage prepaid; or by electronic facsimile transfer, but if delivered by electronic facsimile transfer, a hard copy of such notice shall also be delivered on or before the next day by hand delivery or by such overnight delivery service. All notices shall be addressed to Seller at Seller's Address (or in the case of an electronic facsimile transfer, to Seller's facsimile copier number); and to Buyer at Buyer's Address (or in the case of an electronic

WJH

facsimile transfer, to Buyer's facsimile copier number). The addresses (and electronic facsimile transfer numbers) may be changed by written notice to the other party as provided herein. Notices shall be deemed to have been given upon the earlier of actual receipt, as evidenced by the deliverer's affidavit, the recipient's acknowledgment of receipt, or the overnight delivery service's receipt; and in the event of attempted delivery during normal business hours at the proper address by an agent of a party or by the overnight deliver service or the U.S. Postal Service but refused acceptance, shall be deemed to have been given upon attempted delivery, as evidenced by an affidavit of inability to deliver stating the time, date, place and manner in which such delivery was attempted and the manner in which such delivery was refused.

If to Buyer: P-Patch Trust
Attn: Ray Schutte, President
P.O. BOX 19748
Seattle, WA 98109
Phone: (206) 499-3649

If to Seller: Findlay Street Christian Church
Attn: Joan Dennehy
4620 E Findlay St
Seattle, WA 98118
Phone: (206) 725-5067
Fax: (206) 725-5067

If to Closing Agent:
Chicago Title Insurance
701-5th Avenue
Seattle, WA 98104
Phone: (206) 903-1432

20. GOVERNING LAW; VENUE; ATTORNEYS FEES

This Agreement shall be governed by the law of the State of Washington. Venue for any action arising out of this Agreement shall be in King County, Washington. In the event either party brings an action to enforce the terms of this Agreement, the prevailing party in any such action shall be entitled to an award of its reasonable attorneys fees and costs incurred related thereto.

21. TIME OF THE ESSENCE; CALCULATION OF TIME PERIODS

21.1 Time is of the essence of this Agreement and of all acts required to be done and performed by either and both of the parties hereto. Any extension of time granted for performance of any obligation to this Agreement shall not be considered an extension of time for the performance of any other obligation under this Agreement.

- 21.2 Unless otherwise specified, in computing any period of time described in this Agreement, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless such last day is a Saturday, Sunday or legal holiday. The final day of any such period shall be deemed to end at 5:00 p.m., Pacific Time, unless another ending time is herein specified.

22. COUNTERPARTS

This Agreement may be executed in counterparts and, if so, only when a counterpart is delivered to the Closing Agent, with the signatures of each and every one of the parties constituting the Buyer and Seller, shall it be deemed a binding Agreement.

23. NO ORAL MODIFICATION OR WAIVER

This Agreement may not be changed or amended orally, but only by an agreement in writing. No waiver shall be effective unless given in writing. A waiver of any right or remedy in the event of a default shall not constitute a waiver of such right or remedy in the event of any subsequent default.

24. ENTIRE AGREEMENT; NEGOTIATED UNDERSTANDING

24.1 This Agreement, including any exhibits hereto, represents the entire agreement of the parties with respect to the Property and any and all agreements, oral or written, entered into prior to the date hereof are revoked and superseded by this Agreement.

24.2 The parties to this Agreement acknowledge that it is a negotiated agreement, that they have had the opportunity to have this Agreement reviewed by their respective legal counsel, and that the terms and conditions of this Agreement are not to be construed against any party on the basis of such party's draftsmanship thereof.

IN WITNESS WHEREOF, Seller and Buyer have each caused this Agreement to be executed as of the day and year first above written, which shall be the date that the last of Seller and Buyer shall have executed this Agreement.

SELLER:

**FINDLAY STREET CHRISTIAN
CHURCH**

By 

Name _____

Its Treasurer

PURCHASER:

P-PATCH TRUST

By 

Name Michael McNabb

Its Treasurer

STATE OF WASHINGTON)

COUNTY OF KING

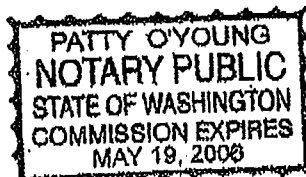
) ss.

On this 4th day of JANUARY, 2005, before me, personally appeared LAWRENCE W. BALDWIN ^{6 pr}
~~ROBERT MCNICKE~~, to me known to be the TREASURER of Findlay Street
Christian Church, the Washington not for profit corporation that executed the foregoing
agreement, and acknowledged the same to be the free and voluntary act and deed of
said corporation for the uses and purposes therein mentioned, and on oath stated that
he/she was authorized to execute said agreement.

GIVEN under my hand and official seal the day and year written above in this certificate.

Patty O'Young
(Signature)

PATTY O'YOUNG
(Printed or typed name of Notary Public)



Notary Public in and for the State of Washington,

residing at Seattle

My commission expires 5.19.06

STATE OF WASHINGTON)

COUNTY OF KING

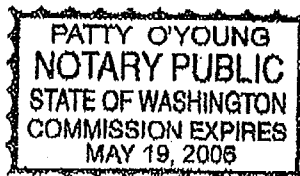
) ss.

On this 4th day of JANUARY, 2005, before me, personally appeared MICHAEL MCNITT ^{6 pr}
~~MICHAEL MCNITT~~, to me known to be the TREASURER of P-Patch Trust,
the Washington nonprofit public benefic corporation that executed the foregoing
agreement, and acknowledged the same to be the free and voluntary act and deed of
said corporation for the uses and purposes therein mentioned, and on oath stated that
he/she was authorized to execute said agreement.

WITNESS my hand and official seal hereto affixed the day and year written above in this
certificate.

Patty O'Young
(Signature)

PATTY O'YOUNG
(Printed or typed name of Notary Public)



Notary Public in and for the State of Washington,

residing at Seattle

My commission expires 5.19.06

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PURCHASE AND SALE AGREEMENT FOR SALE OF REAL PROPERTY

THIS AGREEMENT is entered into as of January 4th, 2006, between the P-Patch Trust, a Washington non-profit public benefit corporation or its assignee ("Buyer"), and the Findlay Street Christian Church, a Washington not for profit corporation ("Seller"). The effective date of this Agreement shall be the date it has been signed by both Seller and Buyer, as evidenced by the last date appearing under their respective signatures. For good and valuable consideration, the parties agree as follows:

1. SALE OF PROPERTY

Subject to the terms of this Agreement, Buyer shall purchase and Seller shall convey to Buyer on the Closing Date the real property described on Exhibit A, together with all improvements and fixtures thereon, and all rights appurtenant thereto (the "Property"). The parties acknowledge and agree that at this same time they are entering into another Purchase and Sale Agreement related to the purchase of one lot directly adjoining the Property to the west (that is, Lot 20, Block 3, Hillman City Addition # 3, as per plat recorded in Volume 11, Page 38, Records of King County, Washington) and it is the intention of the parties that the closings under both agreements shall occur simultaneously, unless otherwise agreed to by the parties in writing.

2. PURCHASE PRICE

The total purchase price for the Property (the "Purchase Price") is Three Hundred Thousand and No/100 Dollars (\$300,000.00), which Buyer believes to be a fair value for the Property. The Purchase Price shall be paid in cash at Closing. Even though Buyer may use money from a federal community development block grant, Buyer shall not be able to otherwise acquire the Property if the parties' negotiations fail, as more fully set out in that separate notification provided by buyer to seller.

3. EARNEST MONEY DEPOSIT

Within 10 working days, not including Saturday, Sunday, or Federal holidays, of the effective date of this Agreement, Buyer shall deposit in escrow with Chicago Title Company (the "Closing Agent"), a copy of this Agreement and Buyer's earnest money deposit in the amount of Two Thousand Five Hundred and No/100 Dollars (\$2,500.00) (the "Deposit"). Closing Agent shall hold the Deposit and apply it to the Purchase Price at Closing, unless forfeited or refunded as provided below.



WB
man

4. CLOSING

WB
March 1

Closing shall occur in the office of Closing Agent on ~~September 29, 2006~~ or such earlier date as the parties may agree upon in writing. The Buyer and Seller will deposit in escrow with Closing Agent all instruments, documents and monies necessary to complete the sale in accordance with this Agreement. As used in this Agreement, "Closing" or "Closing Date" shall mean the date on which all appropriate documents are recorded and proceeds of sale are available for disbursement to Seller. Funds held in reserve accounts pursuant to escrow instructions shall be deemed, for purposes of this definition, as available for to disbursement to Seller. As set forth in paragraph 1 above, Closing shall occur simultaneously with the closing of the transaction related to the adjoining lot.

5. DUE DILIGENCE AND TITLE REPORT

5.1 Buyer shall have sixty (60) days following the effective date of this Agreement (the "Review Period") to investigate the Property and to satisfy itself in Buyer's sole discretion, that the Property is suitable to Buyer's use and purposes. During the Review Period, Buyer shall be entitled, at Buyer's expense, to obtain a boundary survey of the Property, obtain a phase I environmental site assessment or similar assessment and to conduct such other investigations, reports or other testing as Buyer may reasonably require. In the event that Buyer fails to give Seller written notice prior to the expiration of the Review Period objecting to any matters discovered during its review or stating that the Property is not suitable, this condition shall be automatically deemed satisfied.

5.2 Seller authorizes Buyer, at Seller's expense, to apply for an extended coverage form owner's policy of title insurance to be issued by Chicago Title Insurance Company (the "Title Company"). If a survey is required by the Title Company in order to issue a policy on such form, Buyer shall cause the survey to be performed and pay the cost of the survey. Title Company shall deliver to Buyer and Seller a preliminary commitment for title insurance (the "Title Report"), together with legible copies of all special exceptions set forth in the Title Report, and Buyer shall have fifteen (15) days following receipt of the Title Report to review it and to make any objections, in Buyer's sole discretion, as to any exceptions to title shown of record therein. Special exceptions not objected to by the end of the 15-day period are deemed "Permitted Exceptions." Seller agrees to take all reasonable steps to remove any exceptions to which the Buyer makes timely objection. If Seller fails to cure said defects on or before the earlier of 60 days after notice or the Closing Date, Buyer, may, at Buyer's election, extend Closing for an additional 60 days, to permit Seller to cure such remaining defects, terminate this Agreement and recover its Deposit from Closing Agent or exercise any other right Buyer has under this Agreement.

6. CONDITION OF TITLE; DEED

Seller shall convey the Property to Buyer by a Statutory Warranty Deed (the "Deed") conveying to Buyer title to the Property in fee simple, subject only to the Permitted Exceptions Identified pursuant to Paragraph 5 above. A condition precedent to Buyer's completing the purchase of the Property shall be the willingness of the Title Company to issue, upon payment of the Title Company's regularly scheduled premium, an ALTA owner's extended coverage title insurance policy in the amount of the Purchase Price, showing title to the Property vested in Buyer in fee simple, subject only to the Permitted Exceptions and the preprinted exceptions commonly contained in that form of an owner's policy (the "Title Policy"). The parties further agree that the Property shall be encumbered at the Closing by a recorded conservation easement and covenant granted by the Buyer in favor of the City of Seattle requiring that the Property remain as perpetual community garden and open space or, if this Agreement is assigned at or before Closing to the City of Seattle, then by the City of Seattle in favor of P-Patch Trust requiring that the Property remain as perpetual community garden and open space.

7. CONDITION OF PROPERTY

Seller shall inform Purchaser of any condition or defect that might affect the value of the Property at the time of Seller's execution of this Agreement. The Property shall be delivered to Purchaser at Closing in substantially the same physical condition as on the date hereof.

8. POSSESSION

Subject to Buyer's current possession of the Property for use in its P-Patch program, Buyer shall be entitled to complete possession on Closing. Seller shall deliver possession of the Property to Buyer on the Closing Date in substantially the same physical condition as of the date of Buyer's execution of this Agreement, excepting any changes made by Buyer or The City of Seattle or their licensees under the P-Patch program.

9. REPRESENTATIONS AND WARRANTIES.

9.1 Buyer's Representations and Warranties. Buyer represents and warrants as follows:

- (a) Buyer is a non-profit public benefit corporation duly organized and validly existing under the laws of the State of Washington and has the power to own its property and assets.

9.2 Seller's Representations and Warranties. Seller represent and warrant as follows:

- (a) Seller is the owner of the Property, subject to the liens, encumbrances and interests shown on the Title Report.
- (b) Seller is a non-profit corporation that is now and will be as of the Closing Date, a non-profit corporation validly existing under the laws of the State of Washington with full power and authority to execute this Agreement and perform Seller's obligations and the undersigned person signing for and on behalf of Seller has full power and authority to execute this Agreement and to bind Seller to its terms.
- (c) There is no pending or threatened litigation that would adversely affect the Property or Buyer's ownership or use thereof after Closing.
- (d) There are no covenants, conditions, easements, restrictions, adverse claims, or contractual obligations of Seller that will adversely affect Buyer's ownership or use of the Property after Closing or prevent Seller from performing its obligations under the Agreement.
- (e) Seller is aware of no adverse physical condition or defect present on or under the Property, whether natural or man-made.

10. BUYER'S CONDITIONS TO CLOSING

10.1 It is a condition to Buyer's obligation to perform its obligations at Closing that, as of the Closing Date:

- (a) All of Seller's representations and warranties set forth in Section 9.2 are and remain true and correct;
- (b) Seller has performed all of its covenants hereunder;
- (c) No moratorium, statute, order, regulation, ordinance or judgment of any court or governmental agency has been enacted, adopted, issued or initiated that would materially and adversely affect the current use of the Property or any portion thereof;
- (d) The Title Company is prepared to issue the Title Policy to the Buyer;
- (e) Seller has delivered all documents listed in Section 12.1;
- (f) Buyer has secured donations, grant funding, or other funding sufficient to purchase the Property or, if this Agreement shall



have been assigned on or before Closing to the City of Seattle, then the City shall have authorized by ordinance the acquisition of the Property on the terms set forth in this Agreement and shall have appropriated for the purpose of such acquisition an amount of funds sufficient, together with any available donations or grant funding provided by the P-Patch Trust, to complete the purchase hereunder; and

- (g) All other conditions to Buyer's obligations to proceed to Closing that are set forth in this Agreement have been satisfied, including without limitation, the satisfaction of all conditions to Buyer's obligation to simultaneously close the sale of the adjoining lot 20 under a separate agreement.

10.2 If any condition to Buyer's obligations hereunder has not been fulfilled, including any condition not set forth in this Section 10, Buyer shall have no obligation to proceed to Closing and shall have a right to a full refund of the Deposit.

11. SELLER'S CONDITIONS TO CLOSING

11.1 It is a condition to Seller's obligation to proceed to convey title and to perform its other obligations at Closing that, as of the Closing Date:

- (a) All of Buyer's representations and warranties set forth in Section 9.1 are true and correct;
- (b) Buyer has performed all of its covenants hereunder;
- (c) Buyer has delivered the Purchase Price and all other documents and other deliveries listed in Section 12.2;
- (d) All other conditions to Seller's obligation to convey title and to perform its other obligations at Closing that are set forth in this Agreement have been satisfied, including without limitation, the satisfaction of all conditions to Seller's obligation to simultaneously close the sale of the adjoining three lots under a separate agreement.

12. DELIVERIES

12.1 On or before the Closing Date, Seller shall deliver at the Closing the following documents and materials, all of which shall be in form and substance acceptable to Buyer:

- (a) The duly executed and acknowledged Deed.

- (b) Any instruments reasonably necessary to convey title in the condition required by this Agreement, each of which instrument shall be duly executed and, if necessary, acknowledged.
- (c) A non-foreign certification, duly executed by Seller under penalty of perjury, certifying that Seller is not a "foreign person" as defined in or pursuant to Section 1445 (as may be amended) of the Internal Revenue Code of 1986, as amended ("Section 1445"). If Seller shall fail or be unable to deliver the same, then Buyer shall have the right to withhold such portion of the Purchase Price as may be necessary, in the reasonable opinion of the Title Company, to comply with Section 1445.
- (d) A counterpart executed real estate excise tax affidavit.
- (e) Such other documents as the Title Company may reasonably require to complete the Closing.

12.2 On or before the Closing Date, Buyer shall deliver to the Closing Agent the following documents and materials:

- (a) Buyer shall deliver in a form of immediately available funds the Purchase Price for the Property, together with any additional funds necessary to pay Buyer's share of closing costs and prorations. Such delivery shall be made in a timely manner to allow disbursement of the Purchase Price to Seller at Closing.
- (b) Such other documents as the Title Company may reasonably require to complete the Closing.

13. CLOSING COSTS AND PRORATIONS

At the Closing, closing costs shall be paid and prorations made as follows:

13.1 Buyer and Seller shall each pay their own attorneys' fees incurred in connection with negotiating and consummating this transaction. Seller shall pay the premium for the Title Policy, the real estate transfer excise tax, one-half of the escrow fees charged by the Closing Agent and the cost of recording the Deed. Buyer shall pay the cost of the survey (if any), its due diligence expenses, and one-half of the escrow fees charged by the Closing Agent.



13.2 Real property taxes, assessments, Surface Water Management charges, Conservation Service Charges, and utility charges constituting liens against the Property, all for the year of Closing, shall be prorated as of the date of Closing.

14. DEFAULT

If either party to this Agreement fails or refuses to perform or satisfy a material obligation under this Agreement, that party shall be in default and the non-defaulting party may elect from the following remedies.

14.1 Seller In Default. In the event that Seller breaches any of its obligations under this Agreement, Buyer shall have all remedies available to it at law or in equity, including, without limitation, the right to seek specific performance.

14.2 Buyer In Default. If Buyer fails, without legal excuse, to complete the purchase of the Property, the Deposit made by Buyer shall be forfeited to Seller as the sole and exclusive remedy available to Seller for such failure.

15. RISK OF LOSS

Risk of loss or damage to the Property by fire or other casualty, from the date of this Agreement through the date of Closing shall be on the Seller, and thereafter shall be on the Buyer.

16. CASUALTY; INSURANCE

If any structure on the Property is damaged or destroyed before Closing then, at the election of Buyer, this Agreement may be terminated and Buyer shall recover its Deposit from Closing Agent.

17. BROKERS; INDEMNIFICATION

Buyer and Seller represent and warrant that they have used no broker, finder, or other person or entity entitled to a commission on account of this transaction. If any individual or entity shall assert a claim to a finder's fee or commission as a broker or a finder for the transfer of the Property, then the party that is alleged to have retained such individual or entity shall defend, indemnify and hold the other party harmless from and against any such claim and all costs, expenses, liabilities and damages incurred in connection with such claim or any action or proceeding brought thereon. This indemnification obligation shall survive the Closing and the termination of this Agreement.

18. ASSIGNMENT; BINDING EFFECT

The terms, covenants and conditions here contained shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto. The

Parties expressly contemplate that Buyer may assign this Agreement at or before Closing to the City of Seattle.

19. NOTICES

All notices required or permitted to be given under this Agreement shall be in writing and shall be delivered either by hand delivery; by nationally recognized private overnight delivery service; by deposit in the United States mail, registered or certified mail, postage prepaid; or by electronic facsimile transfer, but if delivered by electronic facsimile transfer, a hard copy of such notice shall also be delivered on or before the next day by hand delivery or by such overnight delivery service. All notices shall be addressed to Seller at Seller's Address (or in the case of an electronic facsimile transfer, to Seller's facsimile copier number); and to Buyer at Buyer's Address (or in the case of an electronic facsimile transfer, to Buyer's facsimile copier number). The addresses (and electronic facsimile transfer numbers) may be changed by written notice to the other party as provided herein. Notices shall be deemed to have been given upon the earlier of actual receipt, as evidenced by the deliverer's affidavit, the recipient's acknowledgment of receipt, or the overnight delivery service's receipt; and in the event of attempted delivery during normal business hours at the proper address by an agent of a party or by the overnight deliver service or the U.S. Postal Service but refused acceptance, shall be deemed to have been given upon attempted delivery, as evidenced by an affidavit of inability to deliver stating the time, date, place and manner in which such delivery was attempted and the manner in which such delivery was refused.

If to Buyer: P-Patch Trust
Attn: Ray Schutte, President
P.O. Box 19748
Seattle, WA 98109
Phone: (206) 409-3649

If to Seller: Findlay Street Christian Church
Attn: Joar Dennehy
4620 S. Findlay St
Seattle, WA 98118
Phone: (206) 725-5067
Fax: (206) 725-5067

If to Closing Agent:
Chicago Title Company
701 5th Avenue
Seattle, WA 98104
Phone: (206) 903-1432



20. GOVERNING LAW; VENUE; ATTORNEYS FEES

This Agreement shall be governed by the law of the State of Washington. Venue for any action arising out of this Agreement shall be in King County, Washington. In the event either party brings an action to enforce the terms of this Agreement, the prevailing party in any such action shall be entitled to an award of its reasonable attorneys fees and costs incurred related thereto.

21. TIME OF THE ESSENCE; CALCULATION OF TIME PERIODS

21.1 Time is of the essence of this Agreement and of all acts required to be done and performed by either and both of the parties hereto. Any extension of time granted for performance of any obligation to this Agreement shall not be considered an extension of time for the performance of any other obligation under this Agreement.

21.2 Unless otherwise specified, in computing any period of time described in this Agreement, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless such last day is a Saturday, Sunday or legal holiday. The final day of any such period shall be deemed to end at 5:00 p.m., Pacific Time, unless another ending time is herein specified.

22. COUNTERPARTS

This Agreement may be executed in counterparts and, if so, only when a counterpart is delivered to the Closing Agent, with the signatures of each and every one of the parties constituting the Buyer and Seller, shall it be deemed a binding Agreement.

23. NO ORAL MODIFICATION OR WAIVER

This Agreement may not be changed or amended orally, but only by an agreement in writing. No waiver shall be effective unless given in writing. A waiver of any right or remedy in the event of a default shall not constitute a waiver of such right or remedy in the event of any subsequent default.

24. ENTIRE AGREEMENT; NEGOTIATED UNDERSTANDING

24.1 This Agreement, including any exhibits hereto, represents the entire agreement of the parties with respect to the Property and any and all agreements, oral or written, entered into prior to the date hereof are revoked and superseded by this Agreement.

24.2 The parties to this Agreement acknowledge that it is a negotiated agreement, that they have had the opportunity to have this Agreement reviewed by their respective legal counsel, and that the terms and conditions of this Agreement are not to be construed

against any party on the basis of such party's draftsmanship thereof.

IN WITNESS WHEREOF, Seller and Buyer have each caused this Agreement to be executed as of the day and year first above written, which shall be the date that the last of Seller and Buyer shall have executed this Agreement.

SELLER:

**FINDLAY STREET CHRISTIAN
CHURCH**

By Lawrence W. Baldwin
Name Lawrence W. Baldwin
Its Treasurer

PURCHASER:

P-PATCH TRUST

By Michael West
Name Michael West
Its Treasurer

STATE OF WASHINGTON)

COUNTY OF KING) ss.

On this 4th day of JANUARY, 2008, before me, personally appeared LAWRENCE W. BALDWIN, to me known to be the TREASURER of Findlay Street Christian Church, the Washington not for profit corporation that executed the foregoing agreement, and acknowledged the same to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said agreement.

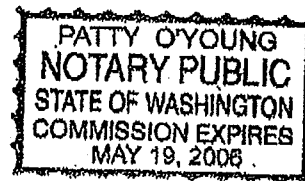
GIVEN under my hand and official seal the day and year written above in this certificate.

Patty O'Young
(Signature)

PATTY O'YOUNG
(Printed or typed name of Notary Public)

Notary Public in and for the State of Washington,
residing at Seattle

My commission expires 5.19.06



STATE OF WASHINGTON)

COUNTY OF KING) ss.

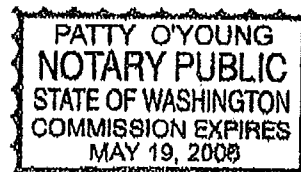
On this 4th day of JANUARY, 2008, before me, personally appeared MICHAEL MCNULTY, to me known to be the TREASURER of P-Patch Trust, the Washington nonprofit public benefic corporation that executed the foregoing agreement, and acknowledged the same to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said agreement.

WITNESS my hand and official seal hereto affixed the day and year written above in this certificate.

Patty O'Young
(Signature)

PATTY O'YOUNG
(Printed or typed name of Notary Public)

Notary Public in and for the State of Washington,
residing at Seattle



My commission expires 5.19.06

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3

First Amendment to Purchase and Sale
Agreement for Sale of Property

This First Amendment to Purchase and Sale Agreement for Sale of Property ("First Amendment") is by and between P-Patch Trust or its assignee ("Buyer") and Findlay Street Christian Church ("Seller") and amends that Purchase and Sale Agreement for Sale of Property ("Agreement") dated January 4, 2006, and affecting the following real property:

Lots 17, 18, and 19, Block 3, Hillman City Addition # 3, as per plat recorded in volume 11, page 38, Records of King County, Washington.

(the "Property"). For good and valuable consideration, the Agreement is amended as follows:

1. Paragraph 3: The time to deposit the earnest money shall be extended from 10 days to 15 days, not including Saturday, Sunday, and Federal holidays, after the effective date of the Agreement.
2. Paragraph 4: The Closing shall occur on or before April 30, 2006, unless Buyer or its assignee unilaterally elects to extend the closing to on or before June 30, 2006. Buyer may elect to extend the closing date by providing written notice to Seller and the Closing Agreement on or before April 30, 2006.

DATED this 22nd day of January, 2006.

FINDLAY STREET CHRISTIAN CHURCH

P-PATCH TRUST

By Wahhab Baldwin
Name Wahhab Baldwin
Its Treasurer

By [Signature]
Name Michelle Mervit
Its Treasurer

FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENTS

Findlay Street Christian Church ("Church"), as seller, and P-Patch Trust ("Trust"), as buyer, executed two separate Purchase and Sale Agreements ("Agreements") dated effective January 4, 2006, respecting the property described as follows:

Lot 17, and Lots 18, 19, and 20, Block 3, Hillman City Addition #3, as per plat recorded in Volume 11, Page 38, Records of King County, Washington

("Properly").

Buyer desires additional time to review and resolve two questions regarding title to the Property, and Seller desires to work with Buyer to resolve these issues so that the parties' intent to buy and sell the Property may be fulfilled.

Each of the Agreements is hereby amended as follows:

Paragraph 5.1 shall hereafter read as follows:

5.1 Buyer shall have sixty (60) days following the effective date of this Agreement (the "Review Period") to investigate the Property and to satisfy itself in Buyer's sole discretion, that the Property is suitable to Buyer's use and purposes. During the Review Period, Buyer shall be entitled, at Buyer's expense, to obtain a boundary survey of the Property, obtain a phase I environmental site assessment or similar assessment and to conduct such other investigations, reports or other testing as Buyer may reasonably require. In the event that Buyer fails to give Seller written notice prior to the expiration of the Review Period objecting to any matters discovered during its review or stating that the Property is not suitable, this condition shall be automatically deemed satisfied. PROVIDED HOWEVER, that Buyer shall have one hundred and twenty days (120) days to investigate and provide the above notice regarding the following conditions: (A) status and resolution of encroachments by neighboring property owners; and (B) resolution of corporate status of Seller to deliver title to the Property.

DATED this 5th day of March, 2006

Findlay Street Christian Church

P-Patch Trust

By Dan L. Steg
Board Chair FSCC

By Michael M. M. M.
Michael M. M. M.
Treasurer

K:1WDXW100300JC0VCS_A23PA



THIRD AMENDMENT TO PURCHASE AND SALE AGREEMENTS

Findlay Street Christian Church ("Church"), as Seller, and P-Patch Trust ("Trust"), as Buyer (collectively, the "Parties"), executed two separate Purchase and Sale Agreements dated effective January 4, 2006, respecting the property described as follows:

Lot 17, 18, and 19, Block 3, Hillman City Addition #3, as per plat recorded in Volume 11, Page 38, Records of King County, Washington ("Property").

("First Original Agreement")

Lot 20, Block 3, Hillman City Addition #3, as per plat recorded in Volume 11, Page 38, Records of King County, Washington ("Property").

("Second Original Agreement")(collectively "Original Agreements"). Collectively, Lots 17, 18, 19, and 20 are referred to as the "Properties."

The Parties executed a First Amendment to the Original Agreements in January 2006, extending the Paragraph 3 date for deposit of the earnest money among other things, and a Second Amendment (mis-titled as the First Amendment), in March 2006, extending the paragraph 5.1 review date for certain matters. Each Original Agreement, together with these two amendments and this Amendment, as they apply to such Original Agreement, is referred to as an "Agreement", and the Original Agreements together with all such amendments are collectively referred to as the "Agreements."

Due to a claim of adverse possession of a portion of Lot 17 by Robert and Sue Wilson, the owner of Lot 16 (the "Dispute"), the Parties desire to further amend the Agreements to provide flexibility in the assumption of the rights to purchase some of the Properties, in the resolution of the claim of adverse possession.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. A new Paragraph 25 is added to each of the Agreements:

25 Notwithstanding any other provision of this Agreement, Buyer may assign its rights and obligations under this Agreement to the City of Seattle. If this Agreement governs the sale of three platted city lots, then Buyer may assign its rights and obligations to purchase any one, two, or three of the platted lots to the City of Seattle, at its sole discretion. If the right to purchase any platted lot or lots is assigned to the City of Seattle, then that platted lot or those platted lots only shall be encumbered at the Closing by a recorded conservation easement and covenant granted by City of Seattle in favor of P-Patch Trust requiring that such lot(s) remain as perpetual community garden and open space. The Buyer's obligation to encumber its platted lot or lots with a similar

Third Amendment to
Purchase and Sale Agreements
Page 2 of 3

conservation easement and covenant to the City of Seattle shall remain. If the Buyer shall assign rights to purchase fewer than all the lots covered by an Agreement, then the amounts of all payments and prorations shall be allocated between Buyer and the Assignee as they may agree between themselves, and the obligations of the Seller at closing shall be conditioned on performance by both Buyer and Assignee. The acceptance by The City of Seattle of an assignment of one Agreement for Lot 20 and a portion of the other Agreement shall be deemed to satisfy any condition in the Agreements related to such assignment to the City.

2. A new Paragraph 26 is added to each of the Agreements:

26. Church agrees that it will cooperate with Trust in good faith, both before and after any Closing under the Agreements, to resolve the Dispute.

3. A new Paragraph 27 is added to each of the Agreements:

27. Buyer's acceptance of any liens pendens reflecting the claim to adverse possession on Lot 17 on the title policy shall not be an exception to Seller's warranty of title as to Lots 18, 19, and 20. The Dispute shall be deemed a Permitted Exception as to Lot 17 under the terms of the Agreements.

4. A new Paragraph 28 is added to each of the Agreements:

28. Prior to Closing, the directors of the Findlay Street Christian Church aka Findlay Street Christian Church (Disciples of Christ)(UBI No. 601 144 565) immediately prior to its dissolution in 2002 shall deed all of the Properties and their interests in the Properties to Findlay Street Christian Church (UBI No. 602 543 092), a Washington nonprofit corporation, by way of Quit Claim Deed in the form attached hereto.

5. Paragraph 4 of each of the Agreements is amended to read as follows:

Closing shall occur on or before September 30, 2006. By no later than July 30, 2006, the City of Seattle shall have enacted an Ordinance approving the purchase of some or all of the Lots as set forth in any assignment agreement made under paragraph 25 of this Agreement. The Church shall permit the City to hold over as tenant of all of the Property through September 30, 2006, for rent at the same rate, and otherwise on the same terms and conditions, as set forth in the lease dated March 3, 2006.

6. Except as specifically amended in this Third Amendment, all terms of the Original Agreements as previously amended shall remain in full force and effect.

DATED this 27 day of June, 2006

Findlay Street Christian Church

By Doris L. Stang
Its Grand Choir

K-107062407MUCRUCF_A2702

P-Patch Trust

By [Signature]
Its TAPASWEE



FISCAL NOTE FOR CAPITAL PROJECTS ONLY

Department:	Contact Person/Phone:	DOF Analyst/Phone:
Fleets and Facilities	Dave Barber / 684-0400	Candice Chin / 233-7014

Legislation Title:

An ordinance relating to the Department of Parks and Recreation, authorizing the Superintendent to accept an assignment of the P-Patch Trust's rights to purchase land in Block 3, Hillman City Division No. 3, according to the Plat thereof, Recorded in Volume 11 of Plats, Page 38, records of King County, Washington; authorizing the purchase of said property; authorizing the Superintendent to grant a conservation easement and covenant with respect to such property in exchange for a conservation easement and covenant on adjacent property of the P-Patch Trust and the P-Patch Trust's payment of a part of the purchase price of the property being acquired by the City; authorizing the operation of such property as a P-Patch; and ratifying and confirming prior acts.

Summary and background of the Legislation:

Summary: This legislation authorizes the Department of Parks and Recreation to purchase three adjacent lots from the Findlay Street Christian Church at a cost to the City not to exceed \$240,000. The properties are currently in use as part of the Hillman City P-Patch and would continue to be part of that P-Patch. The P-Patch would be under the jurisdiction of the Department of Parks and Recreation, and the Superintendent of Parks and Recreation would have the option of authorizing the Department of Neighborhoods to manage daily P-Patch operations.

This legislation also authorizes the City to grant a conservation easement and covenant in favor of the P-Patch Trust, agreeing to keep the three lots in community garden or open space in perpetuity. The P-Patch Trust would do likewise by granting a conservation easement and covenant in favor of the City, agreeing to keep Trust owned lots, currently used for the Hillman City P-Patch, in community garden or open space in perpetuity.

Background: The Hillman City P-Patch is located at the corner of 46th Avenue South and South Lucile Street in the Rainier Valley. This P-Patch consists of a total of six lots. The P-Patch Trust owns two of the lots; these lots are located next to one another at the west end of the P-Patch and are designated as Lots 21 and 22 on the attached Hillman City P-Patch map. The remaining four lots (Lots 17 through 20 on the map) are owned by the Findlay Street Christian Church and leased by the Church to the Department of Neighborhoods (DON).

The Findlay Street Christian Church wishes to sell its Rainier Valley properties, including the four lots (Lots 17 through 20) currently leased by DON, in order to relocate the Church. The Church recognizes the importance of the P-Patch to the surrounding community and has offered to sell those four lots to the City and/or the P-Patch Trust in order to keep the P-Patch intact.

The offering price for each lot is \$100,000. The City has evaluated that price and found it to be no greater, and possibly less, than current market value.

The P-Patch Trust wishes to purchase either Lot 20 or Lot 17, which lot yet to be determined. The City wishes to purchase either Lots 17, 18, and 19, or Lots 18, 19, and 20 (the remaining three lots).

Most of the total \$300,000 purchase price to the City for these three lots has already been appropriated under previous ordinances. Ordinance 121882, effective September 15, 2005, appropriated a total of \$100,000 from the Cumulative Reserve Fund, REET I Subaccount, to help purchase the lots. Ordinance 121991, effective December 30, 2005 (the 2006 Budget Ordinance) appropriated an additional \$140,000 from the Cumulative Reserve Fund, REET I Subaccount, to further fund the purchase.

The P-Patch Trust has agreed to provide the remaining \$60,000. As provided for in the two Purchase and Sale Agreements between the Church and the Trust, this funding must be deposited before closing. The target closing date is on or before September 30, 2006. The money will be deposited in an escrow account established by the P-Patch Trust.

The Findlay Street Christian Church and the P-Patch Trust have signed two Purchase and Sale Agreements for the four lots (Lots 17 through 20), and the proposed legislation authorizes the City to accept an assignment of buyer's rights under those Agreements and purchase three of those lots for the City. The P-Patch Trust is purchasing the fourth lot. Granting the reciprocal conservation easements and covenants previously mentioned will satisfy provisions in each of the Sale Agreements.

Project Name:	Project I.D.	Project Location:	Start Date:	End Date
Hillman City P-Patch	K732286	46 th Avenue S and S Lucille Street	April 30, 2006	Dec. 31, 2006

X **This legislation has financial implications.** Minimal – See note under Uses and Sources for Operation and Maintenance Costs

Appropriations: Not applicable.

Fund Name and Number	Department	Budget Control Level*	2006 Appropriation	2007 Anticipated Appropriation
TOTAL				

Notes: By Ordinance 121882, effective September 15, 2005, the City appropriated \$100,000 from the Cumulative Reserve Fund, REET I Subaccount, for this project. By Ordinance 121991, effective December 30, 2005 (the 2006 Budget Ordinance), the City appropriated \$140,000 from the Cumulative Reserve Fund, REET I Subaccount, for this project.

Uses and Sources for Operation and Maintenance Costs for the Project:

O&M	2006	2007	2008	2009	2010	2011	Total
Uses	P-Patch	P-Patch	P-Patch	P-Patch	P-Patch	P-Patch	P-Patch
Start Up	N/A	N/A	N/A	N/A	N/A	N/A	N/A
On-going	\$600	\$620	\$640	\$660	\$680	\$700	\$3,900
Sources	\$600	\$620	\$640	\$660	\$680	\$700	\$3,900
User fees deposited to the General Subfund (DON Budget)							

Notes: The Hillman City P-Patch currently supports 45 garden plots, currently generating \$580 per year in user fees (before inflation adjustment, if any) that almost totally offset the City's total annual cost for water and maintenance. The number of plots may increase slightly over time and cover the modest increase in maintenance cost caused by inflation. No major additional operating costs are anticipated over the next several years, because the three lots being acquired by the City have already been developed as a P-Patch and are currently in P-Patch use.

User fees are deposited to the General Fund. The P-Patch property is already real estate tax exempt due to Church ownership.

• **What is the financial cost of not implementing the legislation?**

The cost to establish a new P-Patch of this size, in this neighborhood, is estimated at \$115,000 per lot, for a total market price of \$690,000 for six contiguous lots. Even if this cost were offset by a transfer of \$230,000 in land value (for the two lots owned by the P-Patch Trust) from this site to the new site, the estimated net \$460,000 cost to establish the new P-Patch would be \$220,000 more than the \$240,000 already appropriated to acquire three lots as proposed under this legislation.

• **What are the possible alternatives to the legislation that could achieve the same or similar objectives?** None

• **Is the legislation subject to public hearing requirements?** No

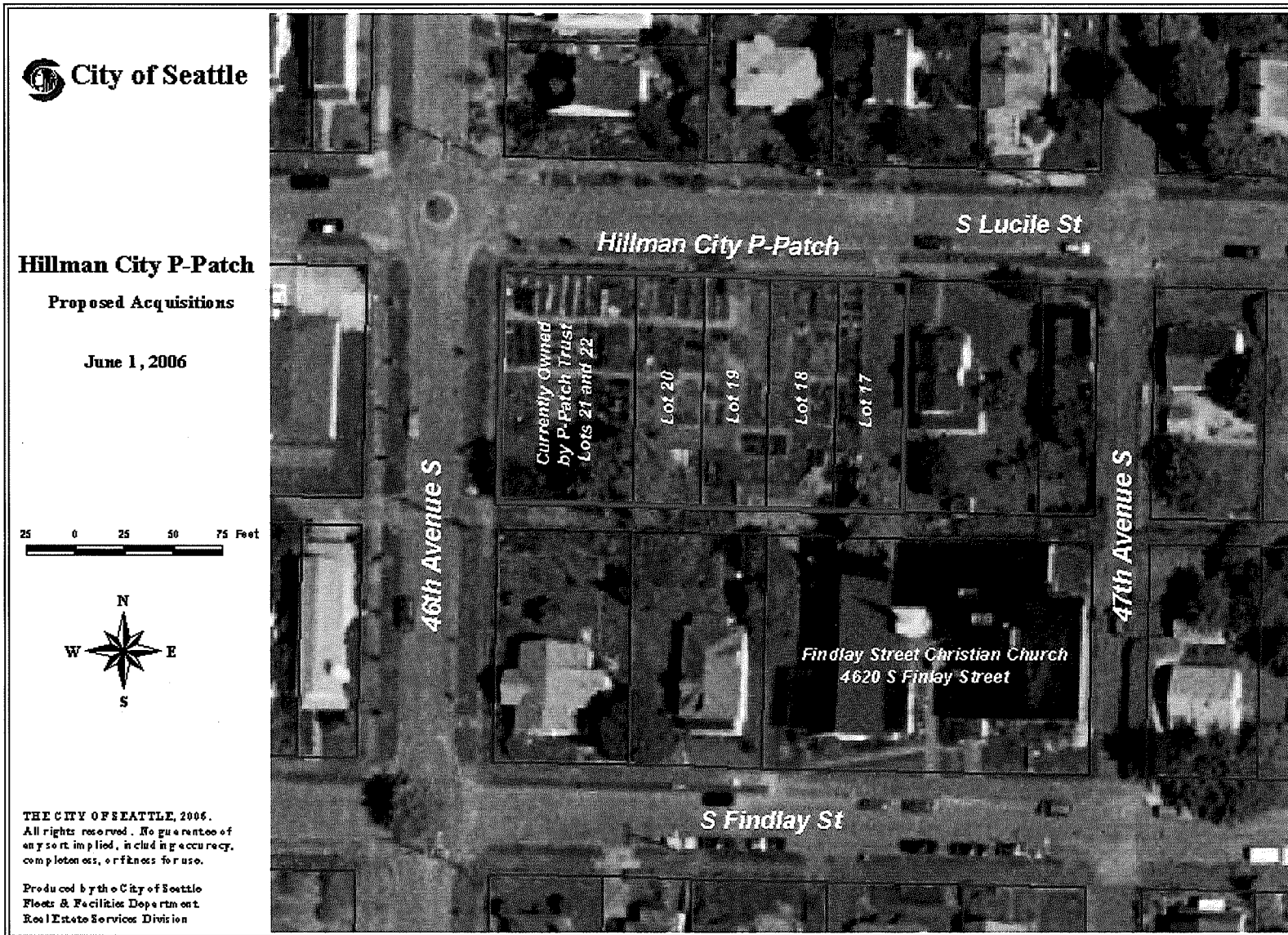
• **Other Issues**

Dave Barber
July 12, 2006
Hillman P-Patch Acquisition
Version: #4

Please list attachments to the fiscal note below:

- Map: Hillman City P-Patch

MAP: Hillman City P-Patch



STATE OF WASHINGTON – KING COUNTY

--SS.

201902
CITY OF SEATTLE, CLERKS OFFICE

No. TITLE ONLY

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.

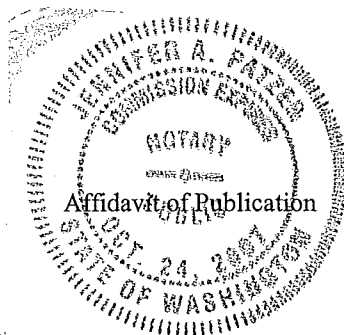
The notice in the exact form annexed, was published in regular issues of The Daily Journal of Commerce, which was regularly distributed to its subscribers during the below stated period. The annexed notice, a

CT:122197,99,201-04&207

was published on

08/25/06

The amount of the fee charged for the foregoing publication is the sum of \$ 117.30, which amount has been paid in full.



[Signature]

Subscribed and sworn to before me on

08/25/06

[Signature]
Notary public for the State of Washington,
residing in Seattle

State of Washington, King County

City of Seattle

TITLE-ONLY PUBLICATION

The full text of the following ordinances, passed by the City Council on August 14, 2006, and published here by title only, will be mailed upon request, or can be accessed electronically at <http://clerk.ci.seattle.wa.us>. For further information, contact the Seattle City Clerk at 684-8344.

ORDINANCE NO. 122207

AN ORDINANCE appropriating money to pay certain audited claims and ordering the payment thereof.

ORDINANCE NO. 122204

AN ORDINANCE relating to the Department of Parks and Recreation, authorizing the Superintendent to accept an assignment of the P-Patch Trust's rights to purchase land in Block 3, Hillman City Division No. 3, according to the Plat thereof, Recorded in Volume 11 of Plats, Page 38, records of King County, Washington; authorizing the purchase of said property; authorizing the Superintendent to grant a conservation easement and covenant with respect to such property in exchange for a conservation easement and covenant on adjacent property of the P-Patch Trust and the P-Patch Trust's payment of a part of the purchase price of the property being acquired by the City; authorizing the operation of such property as a P-Patch; and ratifying and confirming prior acts.

ORDINANCE NO. 122203

AN ORDINANCE relating to the City Light Department's participation in ColumbiaGrid, a non-profit organization focused on regional transmission of electricity; authorizing the Department to enter into agreements to address regional transmission issues and to contribute to the cost of operating the organization.

ORDINANCE NO. 122202

AN ORDINANCE granting Limantzakis Properties No. 1, LLC permission to maintain and operate a pedestrian skybridge over and across the alley, parallel to Northeast 46th Street and Northeast 47th Street between University Way Northeast and 15th Avenue Northeast in Block 1, University Heights Addition, and to maintain and operate certain window protrusions over a portion of University Way Northeast abutting Lots 19 and 20, Block 1, University Heights Addition, for a ten-year term, renewable for two successive ten-year terms, specifying the conditions under which this permit is granted; and providing for acceptance of the permit and conditions.

ORDINANCE NO. 122201

AN ORDINANCE granting D LLC, Inc., permission to maintain and operate a pedestrian skybridge across the alley, parallel to Marion and Columbia Streets between 2nd and 3rd Avenues in Block 7, Boren & Denny's Addition, for a ten-year term, renewable for two successive ten-year terms, specifying the conditions under which this permit is granted; and providing for acceptance of the permit and conditions.