

Ordinance No. 123327

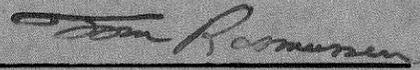
Council Bill No. 116880

Council Bill No. 116880
AN ORDINANCE vacating the alley in Block 70, Terry's 1st Addition to the Town of Seattle, on the petition of FH, LLC, a Washington limited liability company; and accepting a Property Use and Development Agreement related herein (Clerk File 307256).

CF No. _____

Date Introduced:	<u>June 1, 2010</u>	
Date 1st Referred:	To: (committee) <u>Transportation</u>	
Date Re - Referred:	To: (committee)	
Date Re - Referred:	To: (committee)	
Date of Final Passage:	Full Council Vote: <u>8-0</u>	
Date Presented to Mayor:	Date Approved: <u>6-21-10</u>	
Date Returned to City Clerk:	Date Published:	T.O. <input checked="" type="checkbox"/> F.T. <input type="checkbox"/>
Date Vetoed by Mayor:	<u>6-23-10</u>	
Date Passed Over Veto:	Date Veto Published:	
Date Passed Over Veto:	Veto Sustained:	

The City of Seattle - Legislative Department

Council Bill/Ordinance sponsored by: 
Councilmember

Committee Action:

6-8-10 pass 1-0 Te

6/14/10 Full Council PASSED ^{as Amended} 8-0 (excused: Bagshaw)

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

ORDINANCE 123327

AN ORDINANCE vacating the alley in Block 70, Terry's 1st Addition to the Town of Seattle, on the petition of FH, LLC, a Washington limited liability company; and accepting a Property Use and Development Agreement related herein (Clerk File 307256).

WHEREAS, FH, LLC has filed a petition to vacate the alley in Block 70, Terry's 1st Addition to the Town of Seattle, which is the block bordered by Cherry Street, 8th Avenue, Columbia Street, and 9th Avenue in Downtown Seattle, as herein fully described; and

WHEREAS, following a public hearing on the petition, held on March 14, 2006, the petition was conditionally granted; and

WHEREAS, the City Council approved the petition pursuant to certain conditions which have been met; and

WHEREAS, a Property Use and Development Agreement has been duly recorded with King County that commits the petitioner to fulfill all ongoing obligations required by the Seattle City Council in connection with the alley vacation that will not be fully satisfied prior to passage of this ordinance; and

WHEREAS, pursuant to Section 35.79.030, RCW and Seattle Municipal Code Chapter 15.62, the petitioner has paid the City a vacation fee of \$920,000, which amount is the full appraised value of the property approved for vacation, according to an appraisal obtained by the Director of Transportation; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. That

The Alley in Block 70, Terry's 1st Addition to the Town of Seattle, as recorded in Volume 1 of Plats, page 40, Records of King County, Washington;

Be and the same is hereby vacated;

OR in the alternative, to vacate any portion of said right-of-way so particularly described;



1 RESERVING to the City of Seattle the right to make all necessary slopes for cuts or fills
2 upon the above-described property in the reasonable original grading of any right-of-way abutting
3 upon said property after said vacation; and further

4 RESERVING to the City the right to reconstruct, maintain, and operate any existing
5 overhead or underground utilities in said rights-of-way until the beneficiaries of said vacation
6 arrange with the owner or owners thereof for their removal.
7

8 Section 2. The Property Use and Development Agreement, Recording Number
9 20100610000593, attached hereto as Attachment A, is hereby accepted.

10 Section 3. This ordinance shall take effect and be in force 30 days from and after its
11 approval by the Mayor, but if not approved and returned by the Mayor within ten days after
12 presentation, it shall take effect as provided by Seattle Municipal Code Section 1.04.020.
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1 Passed by the City Council the 14th day of June, 2010, and

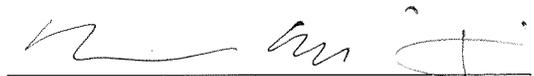
2 signed by me in open session in authentication of its passage this

3 14th day of June, 2010.

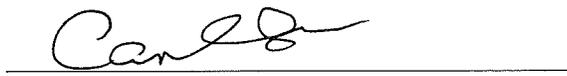
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5 

6 President _____ of the City Council

7
8 Approved by me this 21st day of June, 2010.

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10 
11 Michael McGinn, Mayor

12
13 Filed by me this 23rd day of June, 2010.

14
15 
16 City Clerk

17 (Seal)

18
19 Attachment A: Property Use and Development Agreement



20091029000886

PERKINS COIE AG 68.00
PAGE-001 OF 007
10/29/2009 13:49
KING COUNTY, WA

When Recorded Return to:

Perkins Coie LLP
1201 Third Ave., Suite 4800
Seattle, WA 98101-3099
Ph: 206-359-8584
Attn: Laura N. Whitaker, Esq.
LWhitaker@perkinscoie.com



20100610000593

PERKINS COIE AG 70.00
PAGE-001 OF 009
08/10/2010 13:27
KING COUNTY, WA

Document Title(s) (or transactions contained therein)

- 1. Property Use and Development Agreement

Grantor: 1) FH, LLC

Additional on page N/A

Grantee: 1) City of Seattle

Additional on page N/A

Legal Description (abbreviated): LOTS 1 THROUGH 8, BLK 70, TERRY'S FIRST ADDITION TO THE TOWN OF SEATTLE, VOLUME 1, PAGE 49

Full legal on Page 5

Assessor's Tax

Parcel ID #: 8590400825, 8590400826, 8590400827, 8590400830, 8590400835, 8590400845, 8590400850

Reference Nos. of Documents Released or Assigned: N/A

THIS PROPERTY USE AND DEVELOPMENT AGREEMENT ("Agreement") is executed this date in favor of the CITY OF SEATTLE (the "City"), a Washington municipal corporation, by FH, LLC ("FH"), a Washington limited liability company.

WITNESSETH

WHEREAS, FH is vested in fee simple title in the real property (the "Property") situated in King County, Washington, described in Exhibit A hereto; and

WHEREAS, FH applied for and received approval of a Master Use Permit (Project No. 2206790) to develop an office building project (the "Project") on the Property; and thereafter developed such Project; and

WHEREAS, the Project necessitated the vacation of the alley in Block 70, Terry's First Addition to the Town of Seattle; and



WHEREAS, FH filed a petition (C.F. 307526) for the vacation of the above-referenced alley pursuant to Chapter 35.79 of the Revised Code of Washington and Seattle Municipal Code ("SMC") Chapter 15.62; and

WHEREAS, the Transportation Committee of the Seattle City Council ("Transportation Committee") held a public hearing on the alley vacation petition on March 14, 2006; and

WHEREAS, the Transportation Committee subsequently discussed the project in a public meeting; and

WHEREAS, the Seattle City Council recommended approval of the alley vacation petition, subject to conditions, on March 20, 2006; and

WHEREAS, execution of this Agreement is desired to ensure compliance with any condition of alley vacation approval that will not be fully satisfied prior to passage of the ordinance vacating the above-referenced alley,

NOW, THEREFORE, FH hereby covenants, bargains, and agrees on behalf of itself, its successors, and assigns, that if the ordinance vacating the above-referenced alley is passed by the Seattle City Council and approved by the Mayor, FH shall operate and maintain the Project in accordance with this Agreement.

Section 1: Addressed below are those conditions of the alley vacation approval that require ongoing effort during the operation of the Project, and could not, therefore, be met prior to passage of the ordinance vacating the above-referenced alley.

A. Cherry Street Public Benefit Features: The Cherry Street public benefit features (i.e., the hillclimb, paving treatments, terracing, benches/resting places, additional landscaping, and potential signage) ("Cherry Street Hillclimb") shall be maintained open and available at all times for public use and enjoyment.

B. 8th Avenue Garden Crescent: The 8th Avenue Garden Crescent ("Garden Crescent") public benefit features (i.e., publicly-accessible open space, landscaping, seating, a chess table, and paving treatments) shall be maintained open and available for public use and enjoyment from 7 a.m. until 7 p.m. each day.

Section 2: To ensure the safety and security of Project residents, the public, and the Property, FH will adopt and enforce those certain rules and regulations, attached hereto as Exhibit B, regarding the use of and access to the Cherry Street Hillclimb and the Garden Crescent. These rules and regulations shall be displayed in at least two (2) prominent locations in both the Cherry Street Hillclimb and the Garden Crescent.

Section 3: The Cherry Street Hillclimb and the Garden Crescent are located in areas within the Property as delineated by dashed lines on the Site Plan, attached hereto as Exhibit C. An executed copy of this Agreement shall be recorded in the records of King County, Washington, and the covenants hereof shall be deemed to attach to and run with



the Property.

Section 4: FH shall indemnify and hold the City harmless for any and all claim, losses, liabilities, liens, costs or expenses resulting from or arising out of public use of the Cherry Street Hillclimb and the Garden Crescent. If any claim covered by this paragraph is asserted against the City, FH, upon notice from the City, shall defend the same at its sole cost and expense, and shall pay any final judgment rendered upon such claim.

Section 5: This Agreement may be amended or modified by mutual agreement between the City and FH, according to the following procedure. Minor changes to this Agreement may be approved by the Seattle Department of Transportation ("SDOT"), if the approved change is consistent with the purpose and intent of the conditions. Any major changes to this Agreement, as determined by SDOT, shall require approval by the City Council of the City by resolution or ordinance. SDOT shall provide FH with notice and the opportunity to comment on whether a change is considered minor or major, prior to SDOT making that determination. Nothing in this Agreement shall be construed as a surrender of the City's governmental powers.

Section 6: This Agreement is made for the benefit of the City and the public. The City may institute and prosecute any proceeding law in equity to enforce this Agreement.

Section 7: It is further expressly agreed that in the event any covenant or condition or restriction in this instrument or any portion thereof is invalid or void, such invalidity or voidness shall in no way affect any other covenant, condition, or restriction.

Dated this 16 day of October, 2009.

FH, LLC, a Washington limited liability company

By: F. Marsh Kellegrew
Name: F. Marsh Kellegrew
Title: CEO & President

DOCUMENT



STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this 16th day of September, 2009, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared MARSH KELLEGREW, to me known to be the person who signed as CEO & President of FH, LLC, the limited liability company that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said limited liability company for the uses and purposes therein mentioned, and on oath stated that he was duly elected, qualified and acting as said CEO & President of the limited liability company and that he was authorized to execute said instrument.

IN WITNESS WHEREOF I have hereunto set my hand and official seal the day and year first above written.



C. L. Kingsley
(Signature of Notary)

C. L. Kingsley
(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State
of Washington, residing at Seattle
My appointment expires: 03-29-11

Document



EXHIBIT A

Legal Description

LOTS 1 THROUGH 8, INCLUSIVE, BLOCK 70, TERRY'S FIRST ADDITION TO THE TOWN OF SEATTLE, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 1 OF PLATS, PAGE 49, IN KING COUNTY, WASHINGTON;

TOGETHER WITH ALLEY ADJOINING WHICH, UPON VACATION, WOULD ATTACH BY OPERATION OF LAW.

Unofficial Document



EXHIBIT B

Rules and Regulations

The following rules and regulations shall apply to the Cherry Street Hillclimb and the Garden Crescent (collectively, the "Public Benefit Areas").

1. Hours of Public Access. The Cherry Street Hillclimb shall remain open and available for public use twenty-four (24) hours per day, seven (7) days per week. The Garden Crescent shall remain open and accessible to the public from 7 a.m. until 7 p.m., seven (7) days per week.
2. Pedestrian Use. The Public Benefit Areas are available for pedestrian use only. With the exception of wheelchairs, walkers, and other mobility devices used by individuals with disabilities, the use of personal transportation devices such as, but not limited to, skateboards, roller skates, rollerblades, bicycles, and scooters is prohibited.
3. Harassment Prohibited. Verbally or physically offensive, threatening, or intimidating behavior directed at residents of the Property or members of the public present in the Public Benefit Areas, within private residences at the Property, or within the interior or exterior common areas of the Property is prohibited.
4. Use of Alcohol and Illegal Drugs Prohibited. The use of alcohol and illegal drugs is prohibited.
5. Noise. Noise levels from activity in the Public Benefit Areas may not at any time exceed those mandated by the City's noise control ordinance, found at SMC Chapter 25.08.
6. Pets. Pets shall at all times be under the control of their owners. Dogs must be leashed; other pets must be restrained in the manner customary for that animal. Owners must collect and dispose of any waste generated by their pets.
7. Weapons Prohibited. The possession and/or use of weapons (as defined in Seattle Municipal Code, Title 12A) is prohibited at all times.
8. Bodily Functions. Urination or defecation by persons is prohibited at all times within the Public Benefit Areas.
9. Sleeping. Sleeping within the Public Benefit Areas is prohibited.
10. Panhandling. Panhandling is prohibited.
11. Sales and/or Solicitation of Merchandise and Services. All sales and solicitation of food, merchandise, or services is prohibited.

12. Other Activities Not Listed. In addition to the foregoing restrictions and limitations, all acts not specifically enumerated in these rules and regulations, but prohibited by Seattle Municipal Code, Title 12A, Criminal Code, are prohibited within the Public Benefit Areas.

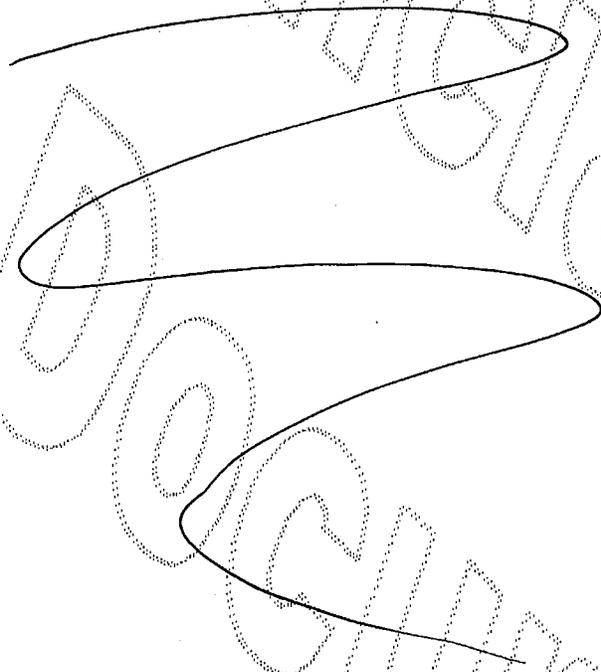
Unofficial
Document

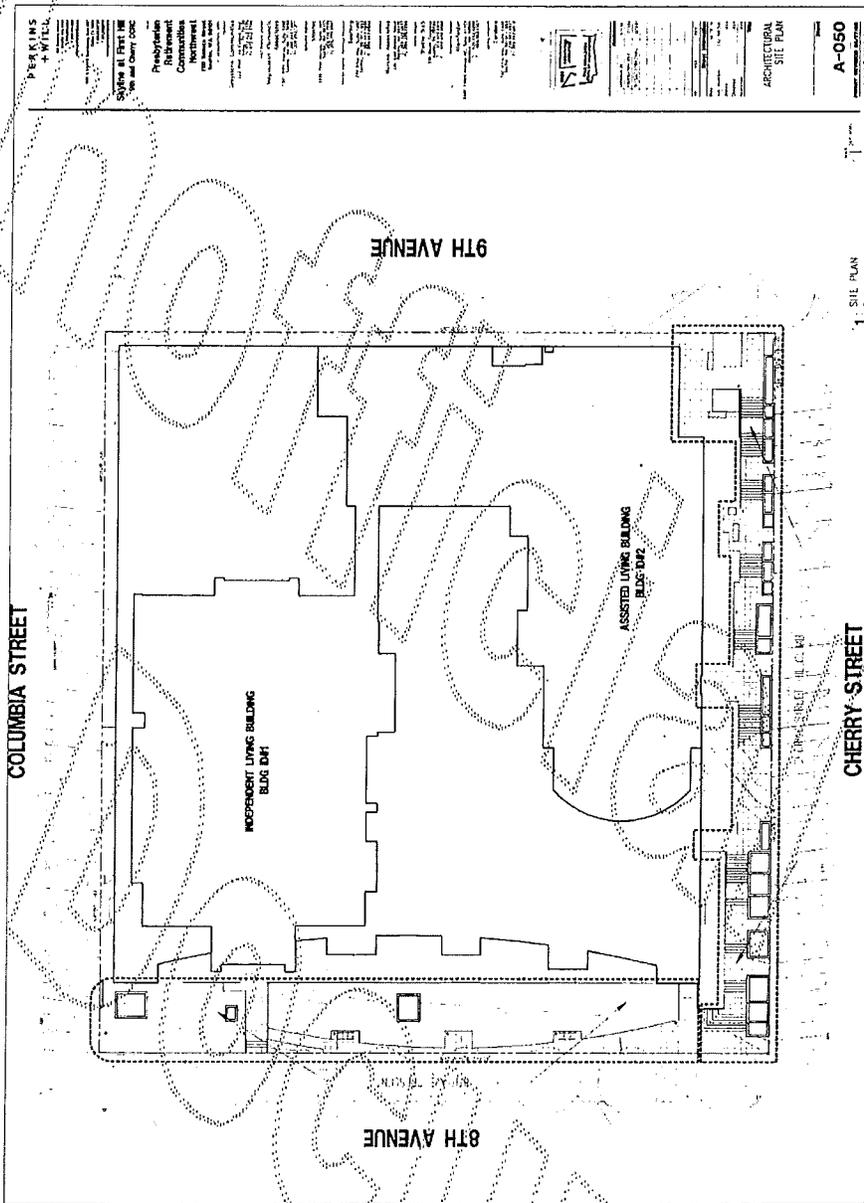


Exhibit C

Site Plan

(see attached diagram)





FISCAL NOTE FOR NON-CAPITAL PROJECTS

Department:	Contact Person/Phone:	DOF Analyst/Phone:
Seattle Department of Transportation	Beverly Barnett/684-7564	Stephen Barham/733-9084

Legislation Title:

AN ORDINANCE vacating the alley in Block 70, Terry's 1st Addition to the Town of Seattle, on the petition of FH, LLC, a Washington limited liability company; and accepting a Property Use and Development Agreement related herein (Clerk File 307256).

• **Summary of the Legislation:**

This Council Bill completes the vacation process for the alley in Block 70, Terry's Addition to the Town of Seattle, on the petition of FH, LLC, a Washington limited liability company, and accepts a Property Use and Development Agreement (PUDA) in connection with this alley vacation. The petitioned property is the alley between 8th Avenue and 9th Avenue bordered by Cherry Street and Columbia Street.

• **Background:** *(Include brief description of the purpose and context of legislation and include record of previous legislation and funding history, if applicable):*

FH, LLC, a wholly owned subsidiary of Presbyterian Retirement Communities Northwest sought vacation of the alley to consolidate the site for a full block development and to facilitate development on the steeply sloped site in connection with its Presbyterian Retirement Center project. This project creates a Continuing Care Retirement Center which provides approximately 350 new retirement units including 35 new town home-style units.

On March 20, 2006, the Seattle City Council voted to conditionally grant FH, LLC's petition to vacate the alley in the First Hill neighborhood. The petitioner has constructed a new building consisting of a base structure with two towers. The facility is comprised of independent living units, assisted living units, dementia nursing care units, and skilled nursing care units. In addition, the base structure of the building contains town home-style units. This facility provides for a continuum of care for residents as they move from an independent living situation to needing higher levels of care provided for in the assisted living or dementia care units, up to and including full-time skilled nursing care in the same facility.

The PUDA requires that the petitioner maintain ongoing efforts to ensure that the Cherry Street Hillclimb and the 8th Avenue Garden Crescent public benefit features of the alley vacation remain open and available at all times for public use and enjoyment



during the operation of the project. The agreement also provides rules and regulations regarding the use of and access to the Cherry Street Hillclimb and the Garden Crescent public benefit areas of the project to ensure safety and security of residents, the public, and the property.

- *Please check one of the following:*

X **This legislation does not have any financial implications.** *(Stop here and delete the remainder of this document prior to saving and printing.)*

Although this legislation does not accept or appropriate funds, the Seattle Department of Transportation received a vacation fee of \$920,000 in 2007 of which 50 percent was deposited in the CRS Unrestricted Subaccount and 50 Percent in the CRS Street Vacation Subaccount at that time.

Attachment A: Street Vacation Map.

ORDINANCE

AN ORDINANCE vacating the alley in Block 70, Terry's 1st Addition to the Town of Seattle, on the petition of FH, LLC, a Washington limited liability company; and accepting a Property Use and Development Agreement related herein (Clerk File 307256).

WHEREAS, FH, LLC has filed a petition to vacate the alley in Block 70, Terry's 1st Addition to the Town of Seattle, which is the block bordered by Cherry Street, 8th Avenue, Columbia Street, and 9th Avenue in Downtown Seattle, as herein fully described; and

WHEREAS, following a public hearing on the petition, held on March 14, 2006, the petition was conditionally granted; and

WHEREAS, the City Council approved the petition pursuant to certain conditions which have been met; and

WHEREAS, a Property Use and Development Agreement has been duly recorded with King County that commits the petitioner to fulfill all ongoing obligations required by the Seattle City Council in connection with the alley vacation that will not be fully satisfied prior to passage of this ordinance; and

WHEREAS, pursuant to Section 35.79.030, RCW and Seattle Municipal Code Chapter 15.62, the petitioner has paid the City a vacation fee of \$920,000, which amount is the full appraised value of the property approved for vacation, according to an appraisal obtained by the Director of Transportation; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. That

The Alley in Block 70, Terry's 1st Addition to the Town of Seattle, as recorded in Volume 1 of Plats, page 40, Records of King County, Washington;

Be and the same is hereby vacated;

OR in the alternative, to vacate any portion of said right-of-way so particularly described;

THIS VERSION IS NOT ADOPTED



1 RESERVING to the City of Seattle the right to make all necessary slopes for cuts or fills
2 upon the above-described property in the reasonable original grading of any right-of-way abutting
3 upon said property after said vacation; and further

4 RESERVING to the City the right to reconstruct, maintain, and operate any existing
5 overhead or underground utilities in said rights-of-way until the beneficiaries of said vacation
6 arrange with the owner or owners thereof for their removal.
7

8 Section 2. The Property Use and Development Agreement, Recording Number
9 20091029000886, attached hereto as Attachment A, is hereby accepted.

10 Section 3. This ordinance shall take effect and be in force 30 days from and after its
11 approval by the Mayor, but if not approved and returned by the Mayor within ten days after
12 presentation, it shall take effect as provided by Seattle Municipal Code Section 1.04.020.
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THIS VERSION IS NOT ADOPTED



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Passed by the City Council the ____ day of _____, 2010, and
signed by me in open session in authentication of its passage this
____ day of _____, 2010.

President _____ of the City Council

Approved by me this ____ day of _____, 2010.

Michael McGinn, Mayor

Filed by me this ____ day of _____, 2010.

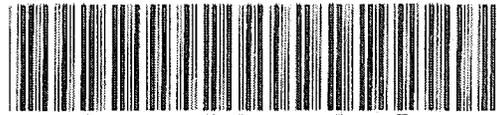
City Clerk

(Seal)

Attachment A: Property Use and Development Agreement

THIS VERSION IS NOT ADOPTED





20091029000886

PERKINS COIE AG 88.00
PAGE-001 OF 007
10/29/2009 13:49
KING COUNTY, WA

When Recorded Return to:

Perkins Coie LLP
1201 Third Ave., Suite 4800
Seattle, WA 98101-3099
Ph: 206-359-8584
Attn: Laura N. Whitaker, Esq.
LWhitaker@perkinscoie.com

Document Title(s) (or transactions contained therein)	
1. Property Use and Development Agreement	
Grantor:	1) FH, LLC <input type="checkbox"/> Additional on page N/A
Grantee:	1) City of Seattle <input type="checkbox"/> Additional on page N/A
Legal Description (abbreviated):	LOTS 1 THROUGH 8, BLK 70, TERRY'S FIRST ADDITION TO THE TOWN OF SEATTLE, VOLUME 1, PAGE 49 <input checked="" type="checkbox"/> Full legal on Page 5
Assessor's Tax Parcel ID #:	8590400825, 8590400826, 8590400827, 8590400830, 8590400835, 8590400845, 8590400850
Reference Nos. of Documents Released or Assigned:	N/A

THIS PROPERTY USE AND DEVELOPMENT AGREEMENT ("Agreement") is executed this date in favor of the CITY OF SEATTLE (the "City"), a Washington municipal corporation, by FH, LLC ("FH"), a Washington limited liability company.

WITNESSETH

WHEREAS, FH is vested in fee simple title in the real property (the "Property") situated in King County, Washington, described in Exhibit A hereto; and

WHEREAS, FH applied for and received approval of a Master Use Permit (Project No. 2206790) to develop an office building project (the "Project") on the Property; and thereafter developed such Project; and

WHEREAS, the Project necessitated the vacation of the alley in Block 70, Terry's First Addition to the Town of Seattle; and

THIS RESOLUTION IS NOT ADOPTED



WHEREAS, FH filed a petition (C.F. 307526) for the vacation of the above-referenced alley pursuant to Chapter 35.79 of the Revised Code of Washington and Seattle Municipal Code ("SMC") Chapter 15.62; and

WHEREAS, the Transportation Committee of the Seattle City Council ("Transportation Committee") held a public hearing on the alley vacation petition on March 14, 2006; and

WHEREAS, the Transportation Committee subsequently discussed the project in a public meeting; and

WHEREAS, the Seattle City Council recommended approval of the alley vacation petition, subject to conditions, on March 20, 2006; and

WHEREAS, execution of this Agreement is desired to ensure compliance with any condition of alley vacation approval that will not be fully satisfied prior to passage of the ordinance vacating the above-referenced alley,

NOW, THEREFORE, FH hereby covenants, bargains, and agrees on behalf of itself, its successors, and assigns, that if the ordinance vacating the above-referenced alley is passed by the Seattle City Council and approved by the Mayor, FH shall operate and maintain the Project in accordance with this Agreement.

Section 1: Addressed below are those conditions of the alley vacation approval that require ongoing effort during the operation of the Project, and could not, therefore, be met prior to passage of the ordinance vacating the above-referenced alley.

A. Cherry Street Public Benefit Features: The Cherry Street public benefit features (i.e., the hillclimb, paving treatments, terracing, benches/resting places, additional landscaping, and potential signage) ("Cherry Street Hillclimb") shall be maintained open and available at all times for public use and enjoyment.

B. 8th Avenue Garden Crescent: The 8th Avenue Garden Crescent ("Garden Crescent") public benefit features (i.e., publicly-accessible open space, landscaping, seating, a chess table, and paving treatments) shall be maintained open and available for public use and enjoyment from 7 a.m. until 7 p.m. each day.

Section 2: To ensure the safety and security of Project residents, the public, and the Property, FH will adopt and enforce those certain rules and regulations, attached hereto as Exhibit B, regarding the use of and access to the Cherry Street Hillclimb and the Garden Crescent. These rules and regulations shall be displayed in at least two (2) prominent locations in both the Cherry Street Hillclimb and the Garden Crescent.

Section 3: The Cherry Street Hillclimb and the Garden Crescent are located in areas within the Property as delineated by dashed lines on the Site Plan, attached hereto as Exhibit C. An executed copy of this Agreement shall be recorded in the records of King County, Washington, and the covenants hereof shall be deemed to attach to and run with

THIS VERSION IS NOT ADOPTED



the Property.

Section 4: FH shall indemnify and hold the City harmless for any and all claim, losses, liabilities, liens, costs or expenses resulting from or arising out of public use of the Cherry Street Hillclimb and the Garden Crescent. If any claim covered by this paragraph is asserted against the City, FH, upon notice from the City, shall defend the same at its sole cost and expense, and shall pay any final judgment rendered upon such claim.

Section 5: This Agreement may be amended or modified by mutual agreement between the City and FH, according to the following procedure. Minor changes to this Agreement may be approved by the Seattle Department of Transportation ("SDOT"), if the approved change is consistent with the purpose and intent of the conditions. Any major changes to this Agreement, as determined by SDOT, shall require approval by the City Council of the City by resolution or ordinance. SDOT shall provide FH with notice and the opportunity to comment on whether a change is considered minor or major, prior to SDOT making that determination. Nothing in this Agreement shall be construed as a surrender of the City's governmental powers.

Section 6: This Agreement is made for the benefit of the City and the public. The City may institute and prosecute any proceeding law in equity to enforce this Agreement.

Section 7: It is further expressly agreed that in the event any covenant or condition or restriction in this instrument or any portion thereof is invalid or void, such invalidity or voidness shall in no way affect any other covenant, condition, or restriction.

Dated this 16 day of October, 2009.

FH, LLC, a Washington limited liability company

By: F. Maria Kellegian
Name: F. Maria Kellegian
Title: CEO & President

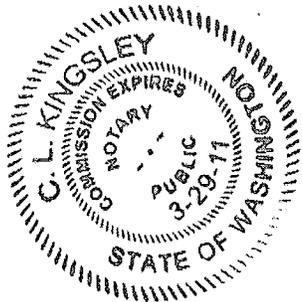
THIS VERSION IS NOT ADOPTED



STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this 16th day of September, 2009, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared MARSH KELLEGREW, to me known to be the person who signed as CEO & President of FH, LLC, the limited liability company that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said limited liability company for the uses and purposes therein mentioned, and on oath stated that he was duly elected, qualified and acting as said CEO & President of the limited liability company and that he was authorized to execute said instrument.

IN WITNESS WHEREOF I have hereunto set my hand and official seal the day and year first above written.



C.L. Kingsley
(Signature of Notary)

C.L. Kingsley
(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State
of Washington, residing at Seattle.
My appointment expires: 03-29-11.

THIS VERSION IS NOT ADOPTED



EXHIBIT A

Legal Description

LOTS 1 THROUGH 8, INCLUSIVE, BLOCK 70, TERRY'S FIRST ADDITION TO THE TOWN OF SEATTLE, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 1 OF PLATS, PAGE 49, IN KING COUNTY, WASHINGTON;

TOGETHER WITH ALLEY ADJOINING WHICH, UPON VACATION, WOULD ATTACH BY OPERATION OF LAW.



EXHIBIT B

Rules and Regulations

The following rules and regulations shall apply to the Cherry Street Hillclimb and the Garden Crescent (collectively, the "Public Benefit Areas").

1. Hours of Public Access. The Cherry Street Hillclimb shall remain open and available for public use twenty-four (24) hours per day, seven (7) days per week. The Garden Crescent shall remain open and accessible to the public from 7 a.m. until 7 p.m., seven (7) days per week.
2. Pedestrian Use. The Public Benefit Areas are available for pedestrian use only. With the exception of wheelchairs, walkers, and other mobility devices used by individuals with disabilities, the use of personal transportation devices such as, but not limited to; skateboards, roller skates, rollerblades, bicycles, and scooters is prohibited.
3. Harassment Prohibited. Verbally or physically offensive, threatening, or intimidating behavior directed at residents of the Property or members of the public present in the Public Benefit Areas, within private residences at the Property, or within the interior or exterior common areas of the Property is prohibited.
4. Use of Alcohol and Illegal Drugs Prohibited. The use of alcohol and illegal drugs is prohibited.
5. Noise. Noise levels from activity in the Public Benefit Areas may not at any time exceed those mandated by the City's noise control ordinance, found at SMC Chapter 25.08.
6. Pets. Pets shall at all times be under the control of their owners. Dogs must be leashed; other pets must be restrained in the manner customary for that animal. Owners must collect and dispose of any waste generated by their pets.
7. Weapons Prohibited. The possession and/or use of weapons (as defined in Seattle Municipal Code, Title 12A) is prohibited at all times.
8. Bodily Functions. Urination or defecation by persons is prohibited at all times within the Public Benefit Areas.
9. Sleeping. Sleeping within the Public Benefit Areas is prohibited.
10. Panhandling. Panhandling is prohibited.
11. Sales and/or Solicitation of Merchandise and Services. All sales and solicitation of food, merchandise, or services is prohibited.

THIS VERSION IS NOT ACCURATE



12. Other Activities Not Listed. In addition to the foregoing restrictions and limitations, all acts not specifically enumerated in these rules and regulations, but prohibited by Seattle Municipal Code, Title 12A, Criminal Code, are prohibited within the Public Benefit Areas.

THIS VERSION IS NOT ADOR-18D





City of Seattle
Office of the Mayor

May 25, 2010

Honorable Richard Conlin
President
Seattle City Council
City Hall, 2nd Floor

Dear Council President Conlin:

I am pleased to transmit the attached proposed Council Bill that completes the vacation process for FH, LLC, a wholly owned subsidiary of Presbyterian Retirement Communities Northwest, to facilitate the creation of a Continuing Care Retirement Community in the First Hill neighborhood. The petitioned property is the alley between 8th Avenue and 9th Avenue bordered by Cherry Street and Columbia Street. The Presbyterian Retirement Center project provides approximately 350 new residential units for the City's retirement community and creates enhancements to the street environment in and around the site by creating garden areas in public open spaces, pedestrian enhancements such as rest areas, and chess tables to encourage community interaction.

FH, LLC sought vacation of the alley to consolidate its property and facilitate development on the steeply sloped site. On March 20, 2006, the City Council voted to conditionally grant FH, LLC's petition to vacate the alley. The petitioner subsequently constructed a 26-floor building that encompasses the entire block. The new two-tower building is comprised of independent living units, assisted living units, dementia nursing care units, and skilled nursing care units. The base structure of the building contains town home-style units. This facility provides for a continuum of care for residents as they move from an independent living situation to needing higher levels of care provided for in the assisted living or dementia care units, up to and including full-time skilled nursing care in the same facility.

Thank you for your support of this legislation. If you have any questions please feel free to contact Beverly Barnett at (206) 684-7564.

Sincerely,

Michael McGinn
Mayor of Seattle

cc: Honorable Members of the Seattle City Council



STATE OF WASHINGTON – KING COUNTY

--SS.

256755
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:123321,323-329

was published on

06/25/40

The amount of the fee charged for the foregoing publication is the sum of \$ 122.85, which amount has been paid in full.



[Handwritten Signature]

Subscribed and sworn to before me on

06/25/40

[Handwritten Signature]

Notary public for the State of Washington,
residing in Seattle

City of Seattle

TITLE-ONLY PUBLICATION

The full text of the following ordinances, passed by the City Council on June 14, 2010, and published here by title only, will be mailed upon request, or can be accessed at <http://clerk.ci.seattle.wa.us>. For further information, contact the Seattle City Clerk at 684-8344.

State

King County

ORDINANCE NO. 123321

AN ORDINANCE relating to Seattle Public Utilities and the Department of Neighborhoods; declaring the SW Barton Street Pump Station property, located at the southwest corner of SW Barton Street and 34th Avenue SW, Seattle, as surplus to utility needs, and authorizing transfer of the property's jurisdiction from Seattle Public Utilities to the Seattle Department of Neighborhoods for the establishment of a community garden.

ORDINANCE NO. 123323

AN ORDINANCE relating to Seattle Public Utilities; authorizing the purchase of approximately 67.7 acres of real property in Section 36, Township 23 North, Range 8 East, W.M. in King County, Washington, commonly called the Mount Washington property, adjacent to the Cedar River Municipal Watershed, from the Washington State Parks and Recreation Commission, granting a recreational trail easement over a portion of the property, and ratifying and confirming certain prior acts.

ORDINANCE NO. 123324

AN ORDINANCE relating to Seattle Public Utilities; authorizing the Director of Seattle Public Utilities to accept an easement for water, sewer and drainage infrastructure in 7040 36th Avenue NE, Seattle, and declaring an easement in the above property surplus to the City of Seattle's needs.

ORDINANCE NO. 123325

AN ORDINANCE relating to the Transportation Strategic Plan; amending Ordinance 123177, which adopted the 2010 Budget, by restricting the use of appropriations for the update to the Transportation Strategic Plan's Seattle Transit Plan element.

ORDINANCE NO. 123326

AN ORDINANCE relating to the construction of a new Fire Station 21; transferring jurisdiction of a portion of Lots 18, 19, 20 and 21, Block 2, Hillman's Lake Front Addition to the City of Seattle, Division Number 3, from the Fleets and Facilities Department or its successors to the Seattle Department of Transportation for street purposes to widen the alleyway in said block; and laying off, opening, widening, extending, and establishing the alleyway on the property transferred.

ORDINANCE NO. 123327

AN ORDINANCE vacating the alley in Block 70, Terry's 1st Addition to the Town of Seattle, on the petition of FH, LLC, a Washington limited liability company; and accepting a Property Use and Development Agreement related herein (Clerk File 307256).

ORDINANCE NO. 123328

AN ORDINANCE relating to the Mercer Corridor Project; removing restrictions in the 2009 Adopted Budget and the 2010 Adopted Budget that limit the Seattle Department of Transportation's spending on the

Mercer Corridor Project; and removing restrictions in the First Quarter 2009 Supplemental Budget Ordinance that limits Seattle City Light's spending on the Mercer Corridor Relocations Project.

ORDINANCE NO. 123329

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

Publication ordered by the City Clerk
Date of publication in the Seattle Daily Journal of Commerce, June 25, 2010.

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