

RESOLUTION No. 31102

Law Department

Richard G. Miller

A RESOLUTION authorizing the Director of Housing to enter into a Multifamily Housing Limited Property Tax Exemption Agreement between the City of Seattle and 809 Hiawatha Place, LLC for new multifamily owner-occupied housing to be constructed as part of a mixed-use project on property situated at 809 Hiawatha Place South, Seattle, Washington, under Seattle's Multifamily Housing Property Tax Exemption Program, Chapter 5.73 SMC.

*McIver - P
Licata - P*

1-26-09 Adopted 8-0 (Excused: Contin)

Introduced: <i>12.1.08</i>	By:
Referred:	To: <i>Housing & Economic Development (HED)</i>
Referred:	To:
Reported: <i>1-26-09</i>	
Passed: <i>1-26-09</i>	Signed: <i>1-26-09</i>
Filed: <i>2-2-09</i>	Published: <i>Title</i>

US5171



City of Seattle

Gregory J. Nickels, Mayor

Office of the Mayor

November 18, 2008

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

Dear Council President Conlin:

I am pleased to transmit the attached proposed Resolution that authorizes the Director of the Office of Housing to enter into an agreement with 809 Hiawatha Place, LLC to provide a property tax exemption under Chapter 5.73 of the Seattle Municipal Code, the Multifamily Housing Property Tax Exemption Program (referred to hereafter as "Seattle Homes Within Reach Program") for housing under development at 809 Hiawatha Place South. Each application for the Seattle Homes Within Reach Program requires Council adoption of a resolution that authorizes the Director of the Office of Housing to enter into a contract with the applicant.

The Seattle Homes Within Reach Program was enacted to help provide affordable housing in targeted areas. The proposed project at 809 Hiawatha Place South will contain 94 owner-occupied units now under construction. The developer, HomeSight, anticipates that at least twenty percent of the units (20 units total) will be affordable at 100% of median income for the one-bedroom units (up to \$57,000 for a one-person family) or at 120% of median income for the two-bedroom and larger units (up to \$97,680 for a four-person family).

The 809 Hiawatha Place, LLC project will help achieve multiple housing objectives in the 23rd & Union-Jackson neighborhood by providing additional housing opportunities, including affordable workforce housing. Thank you for your consideration of this legislation. Should you have any questions, please contact Amy Gray at 684-0262.

Sincerely,

A handwritten signature in black ink, appearing to read "Greg Nickels", written over a large, faint circular stamp or watermark.

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

An equal employment opportunity, affirmative action employer. Accommodations for people with disabilities provided upon request.

RESOLUTION 31102

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3 A RESOLUTION authorizing the Director of Housing to enter into a Multifamily Housing
4 Limited Property Tax Exemption Agreement between the City of Seattle and 809
5 Hiawatha Place, LLC for new multifamily owner-occupied housing to be constructed as
6 part of a mixed-use project on property situated at 809 Hiawatha Place South, Seattle,
Washington, under Seattle's Multifamily Housing Property Tax Exemption Program,
Chapter 5.73 SMC.

7 WHEREAS, 809 Hiawatha Place, LLC has submitted a complete application for multifamily
8 housing limited property tax exemption as required by SMC Chapter 5.73, proposing to
9 construct multifamily housing ("Multifamily Housing") known as Pontedera Condos, on
10 property situated at 809 Hiawatha Place South in Seattle, Parcel Numbers 7132300145
and 7132300165, legally described as follows:

11 Parcel A: Beginning at the most northerly corner of Lot 3, Block 3, "Rainier
12 Boulevard Addition", according to the Plat thereof recorded in Volume 9 of Plats,
Page 59, in King County, Washington;
13 Thence South 27°29'34" East, along the Northeasterly line of said Block 3, A
Distance of 150.33 feet;
14 Thence South 62°27'56" West, a distance of 71.79 feet;
15 Thence North 27°29'34" West, a distance of 8.25 feet;
16 Thence South 62°27'56" West, a distance of 26.15 feet;
17 Thence North 27°29'34" West, along a line 2.00 feet Northeasterly of and parallel
to the Southwesterly line common to Lots 2 through 14 of said Block 3, a distance
18 of 142.09 feet, to a point on the most Northwesterly line of said Lot 3; Thence
North 62°27'56" East, along said Northwesterly line of Lot 3, a distance of 97.94
feet to the true point of beginning.

19 Parcel B: Commencing at the most Northerly corner of Lot 3, Block 3, "Rainier
20 Boulevard Addition", according to the Plat thereof recorded in Volume 9 of Plats
at page 59, in King County, Washington;
21 Thence South 27°29'34" East, along the Northeasterly line of said Block 3, a
22 distance of 150.33 feet to the true point of beginning;
23 Thence continuing South 27°29'34" East, along said Northeasterly line a distance
of 110.00 feet;
24 Thence South 62°27'56" West, a distance of 97.94 feet;
25 Thence North 27°29'34" West, along a line 2.00 feet Northeasterly of and parallel
to the Southwesterly line common to Lots 2 through 14 of said Block 3, a distance
26 of 118.25 feet;
27 Thence North 62°27'56" East, a distance of 26.15 feet;
Thence South 27°29'34" East, a distance of 8.25 feet;

1 Thence North 62°27'56" East, a distance of 71.79 feet to the true point of
beginning; and

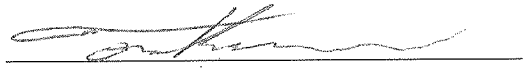
2 WHEREAS, the Director of Housing has determined that the Multifamily Housing, if completed
3 as proposed, will comply with the provisions of SMC 5.73.040 and, in accordance with
4 SMC 5.73.060 A., has approved the application for limited property tax exemption for the
proposed Multifamily Housing; NOW, THEREFORE,

5 **BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SEATTLE, THE**
6 **MAYOR CONCURRING, THAT:**

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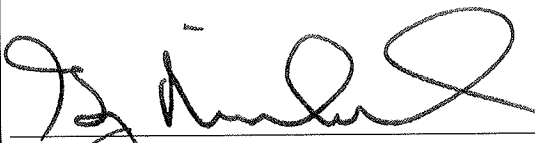
1 The Director of Housing is authorized to enter into the Multifamily Housing Limited
2 Property Tax Exemption Agreement with 809 Hiawatha Place, LLC or its heirs, successors and
3 assigns that own the Multifamily Housing, concerning the Multifamily Housing, in substantially
4 the form attached as Exhibit A, on behalf of the City of Seattle.

5 Adopted by the City Council the 26th day of January, 200~~8~~⁹, and signed by me in
6 open session in authentication of its adoption this 26th day of January, 200~~8~~⁹.

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10 President Pro Tem of the City Council

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12 THE MAYOR CONCURRING:

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15 Gregory J. Nickels, Mayor

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17 Filed by me this 2nd day of February, 200~~8~~⁹.

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20 Acting City Clerk

21
22 (Seal)

23 Exhibit A: Multifamily Housing Limited Property Tax Exemption Agreement
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Exhibit A

**MULTIFAMILY HOUSING LIMITED PROPERTY TAX EXEMPTION
AGREEMENT
(Owner-occupied Affordable Units)**

THIS MULTIFAMILY HOUSING LIMITED PROPERTY TAX EXEMPTION AGREEMENT (“Agreement”) is entered into on the last date signed below between 809 Hiawatha Place, LLC, a Washington limited liability company, referred to as “Applicant,” and The City of Seattle, a Washington municipal corporation, referred to as “City”.

RECITALS

- A. Applicant has applied for a limited property tax exemption as provided for in Chapter 84.14 RCW and Chapter 5.73 SMC for new, owner occupied Affordable Units of multifamily housing in the 23rd & Union-Jackson residential targeted area, and the Director of Housing has approved the application.
- B. Applicant has submitted to the City preliminary site plans and floor plans for the multifamily mixed-use project (“Project”), which includes the Affordable Units, to be constructed on property situated at 809 Hiawatha Place South in Seattle, Washington, and legally described as follows:

Parcel A: Beginning at the most northerly corner of Lot 3, Block 3, “Rainier Boulevard Addition”, according to the Plat thereof recorded in Volume 9 of Plats, Page 59, in King County, Washington;
Thence South 27°29’34” East, along the Northeasterly line of said Block 3, A Distance of 150.33 feet;
Thence South 62°27’56” West, a distance of 71.79 feet;
Thence North 27°29’34” West, a distance of 8.25 feet;
Thence South 62°27’56” West, a distance of 26.15 feet;
Thence North 27°29’34” West, along a line 2.00 feet Northeasterly of and parallel to the Southwesterly line common to Lots 2 through 14 of said Block 3, a distance of 142.09 feet, to a point on the most Northwesterly line of said Lot 3; Thence North 62°27’56” East, along said Northwesterly line of Lot 3, a distance of 97.94 feet to the true point of beginning.

Parcel B: Commencing at the most Northerly corner of Lot 3, Block 3, “Rainier Boulevard Addition”, according to the Plat thereof recorded in Volume 9 of Plats at page 59, in King County, Washington;

Thence South 27°29'34" East, along the Northeasterly line of said Block 3, a distance of 150.33 feet to the true point of beginning;
Thence continuing South 27°29'34" East, along said Northeasterly line a distance of 110.00 feet;
Thence South 62°27'56" West, a distance of 97.94 feet;
Thence North 27°29'34" West, along a line 2.00 feet Northeasterly of and parallel to the Southwesterly line common to Lots 2 through 14 of said Block 3, a distance of 118.25 feet;
Thence North 62°27'56" East, a distance of 26.15 feet;
Thence South 27°29'34" East, a distance of 8.25 feet;
Thence North 62°27'56" East, a distance of 71.79 feet to the true point of beginning.

hereafter referred to as the "Property".

- C. Applicant is the owner of the Property.
- D. No existing rental housing building that contained four or more occupied dwelling units was demolished on the Property within eighteen (18) months prior to Applicant's submission of its application for limited property tax exemption.
- E. The City has determined that the Affordable Units will, if completed, occupied, and owned as proposed, satisfy the requirements for a Final Certificate of Tax Exemption.

NOW, THEREFORE, in consideration of the mutual promises herein, City and Applicant do mutually agree as follows:

1. Conditional Certificate of Acceptance of Tax Exemption.

Subject to City Council approval of this Agreement and Applicant's execution of this Agreement, City agrees to issue a Conditional Certificate of Acceptance of Tax Exemption ("Conditional Certificate"), which will expire three (3) years from the date of approval of this Agreement by the Council unless extended by the Director as provided in SMC 5.73.070.

2. Construction.

a. Applicant agrees to construct the Project on the Property, including the Affordable Units, substantially as described in the site plans, floor plans, and elevations attached hereto as Attachment A, subject to such modifications as may be required to comply with applicable codes and ordinances, including the design review process. In no event shall

Applicant provide fewer than four (4) new, dwelling units designed for permanent residential occupancy as part of the Project. At least fifty percent (50%) of the space in each building of the Project must be devoted to permanent residential occupancy.

b. Applicant agrees to comply with all applicable zoning requirements, land use regulations, and building and housing code requirements contained or incorporated in SMC Titles 22, 23, and 25 pertaining to the Project or the Property. Applicant further agrees that approval of this Agreement by the City Council, its execution by the Director of Housing, or issuance of a Conditional Certificate by the City pursuant to SMC Chapter 5.73 in no way constitutes approval of proposed improvements on the Property with respect to applicable provisions contained or incorporated in SMC Titles 22, 23, and 25 or obligates the City to approve proposed improvements.

c. Applicant agrees to complete the Project within three years from the date of approval of this Agreement by the City Council, unless extended by the Director of Housing for cause as provided in SMC 5.73.070.

3. Affordable Units.

a. Applicant has identified the Affordable Units on Attachment B. Each Affordable Unit shall be subject to the conditions and restrictions set forth for Affordable Units in this Agreement.

b. Applicant agrees, for itself and its successors and assigns with respect to the Affordable Units, that for the tax exemption period each Affordable Unit shall be sold to and occupied by person(s) with Household Annual Income at the time of sale no greater than one hundred percent (100%) of Median Income for studio and one- (1-)bedroom units and one hundred twenty percent (120%) of Median Income for two- (2-)bedroom and larger units.

c. Applicant agrees, for itself and its successors and assigns with respect to the Affordable Units, during the tax exemption period to inform prospective purchasers of Affordable Units of the affordability requirements and applicable definitions of Median Income and Household Annual Income at the time they are provided with a form of purchase and sale agreement. Applicant agrees, for itself and its successors and assigns with respect to the Affordable Units, during the tax exemption period to verify the income of households purchasing Affordable Units no later than the date of sale. For the purposes of this Agreement, a sale occurs when the instrument transferring title to the Affordable Unit is recorded. Applicant agrees, for itself and its successors and assigns with respect to the Affordable Units, to maintain documentation of income eligibility for Affordable Units on file for audit or inspection through the tax exemption period, and for one calendar year thereafter.

Documentation shall include, at a minimum, an application signed by the prospective purchaser(s) declaring Household Annual Income, and certifying that the information thereon is correct, and evidence of current income. Legal successors to Applicant's interest in the Project prior to the initial sale of the Affordable Units, the initial purchaser(s) of any Affordable Unit, and each subsequent purchaser of an Affordable Unit during the tax exemption period are successors and assigns of Applicant for purposes of this Agreement..

d. Applicant agrees, for itself and its successors and assigns, during the tax exemption period to sell the Affordable Units at a sales price established and adjusted periodically by the Director of Housing.

e. Applicant agrees, for itself and its successors and assigns with respect to the Affordable Units, during the tax exemption period to comply with all applicable fair housing and nondiscrimination laws, ordinances and regulations.

4. Requirements for Final Certificate of Tax Exemption.

Applicant may, upon completion of the Project and upon issuance by the City of a temporary or permanent certificate of occupancy, request a Final Certificate of Tax Exemption for the Affordable Units. The request shall be in writing directed to the City's Office of Housing and shall be accompanied by the following:

a. a statement of expenditures made with respect to each housing unit in the Project and the total expenditures made with respect to the entire Project;

b. a description of the completed work and a statement of qualification of the Affordable Units for either the eight- (8-)year or twelve- (12-)year limited tax exemption, as provided in SMC 5.73.090;

c. documentation that the Project was completed within the required three- (3-) year period or any authorized extension and in compliance with the terms of this Agreement;

d. information regarding Applicant's compliance with the affordability requirements in SMC 5.73.040 and this Agreement, which shall include the following:

- (1) identification of all Affordable Units,
- (2) selling prices (or asking prices, as applicable) for all Affordable Units,
- (3) documentation of Household Annual Income for purchasers of Affordable Units, and

(3) a copy of the purchase and sale agreement used for sale of Affordable Units;

e. any such further information that the Director of Housing deems necessary or useful to evaluate eligibility for the Final Certificate of Tax Exemption; and

f. payment of One Hundred Fifty Dollars (\$150) to the City to cover the King County Assessor's administrative costs.

5. Agreement to Issue Final Certificate.

The City agrees to file a Final Certificate of Tax Exemption with the King County Assessor within forty (40) days of Applicant's written request for a Final Certificate of Tax Exemption to the Office of Housing, if the City determines that Applicant has:

a. completed the Project in accordance with the terms of this Agreement, SMC Chapter 5.73 and RCW Chapter 84.14;

b. submitted all information and documentation described in Section 4 above or requested by the Director of Housing;

c. paid to the City a fee in the amount of One Hundred Fifty Dollars (\$150) to cover the King County Assessor's administrative costs; and

d. met all other requirements provided in SMC Chapter 5.73 and RCW Chapter 84.14 for issuance of the Final Certificate of Tax Exemption.

6. Annual Certification.

Within thirty (30) days after the first anniversary of the date the City filed the Final Certificate of Tax Exemption and each year thereafter for the applicable tax exemption period, Applicant agrees, for itself and its successors and assigns with respect to the Affordable Units, to file a certification or declaration with the Director of Housing, verified upon oath or affirmation, with respect to the accuracy of the information provided therein, containing the following:

a. a statement of the occupancy and vacancy of the Affordable Units during the previous year;

b. a statement that the Affordable Units have not changed use since the date of filing of the Final Certificate of Tax Exemption;

c. a statement that the Affordable Units continue to be in compliance with this Agreement, the requirements of SMC Chapter 5.73 and the requirements of RCW Chapter 84.14;

d. a description of any improvements or changes to the Affordable Units made after the filing of the Final Certificate of Tax Exemption or the previous certification; and

e. information and documentation sufficient to demonstrate, to the satisfaction of the Director of Housing, compliance with the affordability requirements of SMC 5.73.040 and this Agreement.

7. No violations for Duration of Exemption.

For the duration of the limited tax exemption granted under SMC Chapter 5.73, Applicant agrees, for itself and its successors and assigns with respect to the Affordable Units, that the Affordable Units and the Property will have no violations of applicable zoning requirements, land use regulations, and building and housing code requirements contained in SMC Titles 22, 23, and 25 for which the Department of Planning and Development or its functional successor shall have issued a notice of violation, citation or other notification that is not resolved by a certificate of compliance, certificate of release, withdrawal, or another method that proves either compliance or that no violation existed, within the time period for compliance, if any, provided in such notice of violation, citation or other notification or any extension of the time period for compliance granted by the Director of the Department of Planning and Development.

8. Notification of Transfer of Interest or Change in Use.

Applicant agrees to notify the Director of Housing within thirty (30) days of any transfer of Applicant's ownership interest in the Project or the Property. Applicant agrees, for itself and its successors and assigns with respect to the Affordable Units, during the tax exemption period to notify the Director of Housing within thirty (30) days of any transfer of ownership interest in the Affordable Units. Applicant further agrees, for itself and its successors and assigns with respect to the Affordable Units, to notify the Director of Housing and the King County Assessor within sixty (60) days of any change of use of any Affordable Unit to another use. Applicant acknowledges, for itself and its successors and assigns with respect to the Affordable Units, that such a change in use may result in cancellation of the tax

exemption for one or all of the Affordable Units and imposition of additional taxes, interest and penalties for one or all of the Affordable Units pursuant to State law.

9. Cancellation of Exemption - Appeal.

a. The City reserves the right to cancel the Final Certificate of Tax Exemption for an Affordable Unit if at any time the Affordable Unit no longer complies with the terms of this Agreement or with the requirements of SMC Chapter 5.73 or RCW Chapter 84.14, or for any other reason no longer qualifies for an exemption.

b. Applicant acknowledges, for itself, its successors and assigns with respect to the Affordable Units, that eligibility for twelve (12) years of limited tax exemption requires that at least twenty percent (20%) of all the housing units in the Project must qualify for the tax exemption for the entire twelve- (12-)year period. If because of change of use or other non-compliance, fewer than twenty percent (20%) of the housing units qualify for limited tax exemption, then the remaining qualifying units shall only be eligible for limited tax exemption for eight (8) years. If fewer than twenty percent (20%) of the housing units qualify for tax exemption after the eighth (8th) anniversary of issuance of the Final Certificate of Tax Exemption, then the exemption shall be immediately cancelled with respect to all the Affordable Units.

c. If the limited tax exemption for an Affordable Unit is canceled, Applicant acknowledges, for itself and its successors and assigns with respect to the Affordable Units, that State law requires that an additional real property tax is to be imposed in the amount of: (1) the difference between the tax paid and the tax that would have been paid if it had included the value of the non-qualifying improvements, dated back to the date that the improvements became non-qualifying; (2) a penalty of twenty percent (20%) of the difference calculated under (1) of this paragraph; and (3) interest at the statutory rate on delinquent property taxes and penalties, calculated from the date the tax would have been due without penalty if the improvements had been assessed without regard to the exemptions provided by RCW Chapter 84.14 and SMC Chapter 5.73. Applicant acknowledges, for itself and its successors and assigns with respect to the Affordable Units, that pursuant to RCW 84.14.110 any additional tax owed on an Affordable Unit, together with interest and penalty, becomes a lien on the Affordable Unit and attaches at the time an Affordable Unit no longer qualifies for tax exemption, and that the lien has priority to and must be fully paid and satisfied before a recognizance, mortgage, judgment, debt, obligation, or responsibility to or with which the Affordable Unit may become charged or liable. Applicant further acknowledges, for itself and its successors and assigns with respect to the Affordable Units, that RCW 84.14.110 provides that any such lien may be foreclosed in the manner provided by law for foreclosure of liens for delinquent real property taxes.

d. Upon determining that a tax exemption is to be canceled, the Director of Housing, on behalf of the City Council, shall notify the owner(s) of the affected Affordable Unit(s) by certified mail, return receipt requested. The owner(s) may appeal the determination in accordance with SMC 5.73.110 C, as it may be amended from time to time.

10. Amendments.

No modification of this Agreement shall be made unless mutually agreed upon by the City and the Applicant or its successors or assigns with respect to the Affordable Units, as applicable, in writing and unless in compliance with the provisions of SMC 5.73.065.

11. Binding Effect.

The provisions, covenants, and conditions contained in this Agreement are binding upon the parties hereto and their legal heirs, representatives, successors, assigns, and subsidiaries and are intended to run with the Affordable Units for the applicable limited tax exemption period.

12. Recording of Agreement.

The Director of Housing shall cause to be recorded, or require Applicant to record, in the real property records of the King County Department of Records and Elections, this Agreement and any other documents as will identify such terms and conditions of eligibility for exemption as the Director deems appropriate for recording, including requirements under SMC Chapter 5.73 relating to affordability.

13. Audits and Inspection of Records.

Applicant understands and agrees, for itself and its successors and assigns with respect to the Affordable Units, that the City has the right to audit or review appropriate records to assure compliance with this Agreement, SMC Chapter 5.73 and RCW Chapter 84.14 and to perform evaluations of the effectiveness of the Multifamily Housing Property Tax Exemption program. Applicant agrees, for itself and its successors and assigns with respect to the Affordable Units, during the tax exemption period and one (1) year thereafter to make appropriate records concerning the Property, the Project and the Affordable Units available for review or audit upon seven (7) days' written notice by the City.

14. Notices.

All notices to be given pursuant to this Agreement shall be in writing and shall be deemed given when hand-delivered within normal business hours, when actually received by facsimile transmission, or two (2) business days after having been mailed, postage prepaid, to the parties hereto at the addresses set forth below, or to such other place as a party or its successor or assign may from time to time designate in writing.

APPLICANT:

809 Hiawatha Place, LLC
HomeSight sole member
5117 Rainier Avenue South
Seattle, WA 98118
Phone (206) 760-4212 Fax (206) 760-4210
Attention: Tony To

CITY:

City of Seattle
Office of Housing
700 Fifth Avenue, #5700
PO Box 94725
Seattle, Washington 98124-4725
Phone: (206) 684-0721 Fax: (206) 233-7117
Attention: Director

15. Defined Terms.

All capitalized terms not otherwise defined in this Agreement are defined in SMC Chapter 5.73.

16. Severability.

In the event that any term or clause of this Agreement conflicts with applicable law, such conflict shall not affect other terms of this Agreement that can be given effect without the conflicting terms or clause, and to this end, the terms of the Agreement are declared to be severable.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below.

THE CITY OF SEATTLE

APPLICANT
809 Hiawatha Place, LLC
a Washington limited liability company

By: _____
Adrienne E. Quinn,
Director of Housing

By: HomeSight
Its: Sole Member

Date: _____

By: Tony To
Executive Director of HomeSight
Date: _____

Attachments:

Attachment A: Site Plans, Floor Plans and Elevations of 809 Hiawatha Place South

Attachment B: Identification of Affordable Units

Attachment A

(Site Plans, Floor Plans and Elevations of 809 Hiawatha Place South)



S&B Architects PLLC
 811 Westover Avenue, Suite 202
 Seattle, WA 98104
 PH 206 427 1184
 FX 206 427 8885

809 HIAMATHA PLACE SOUTH

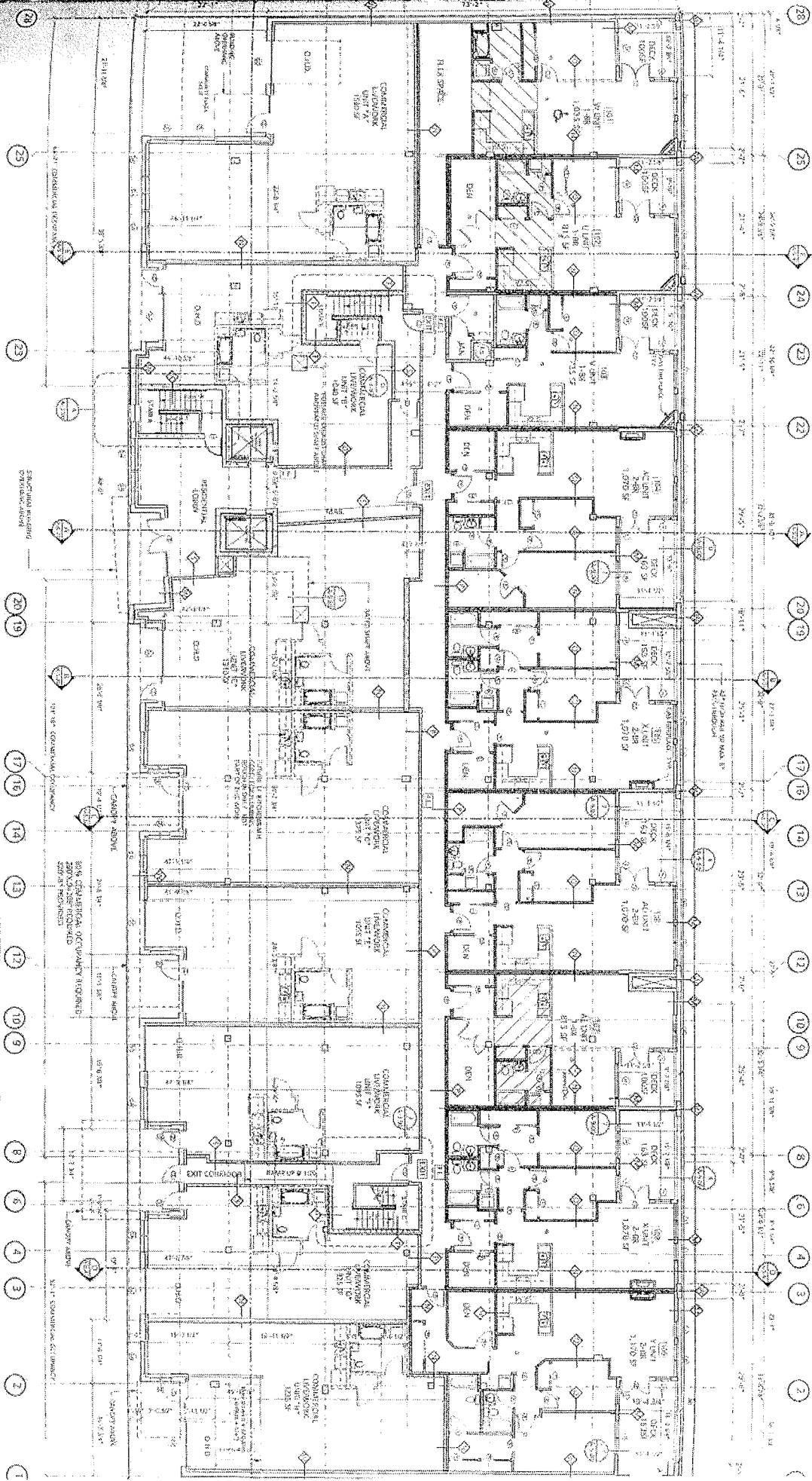


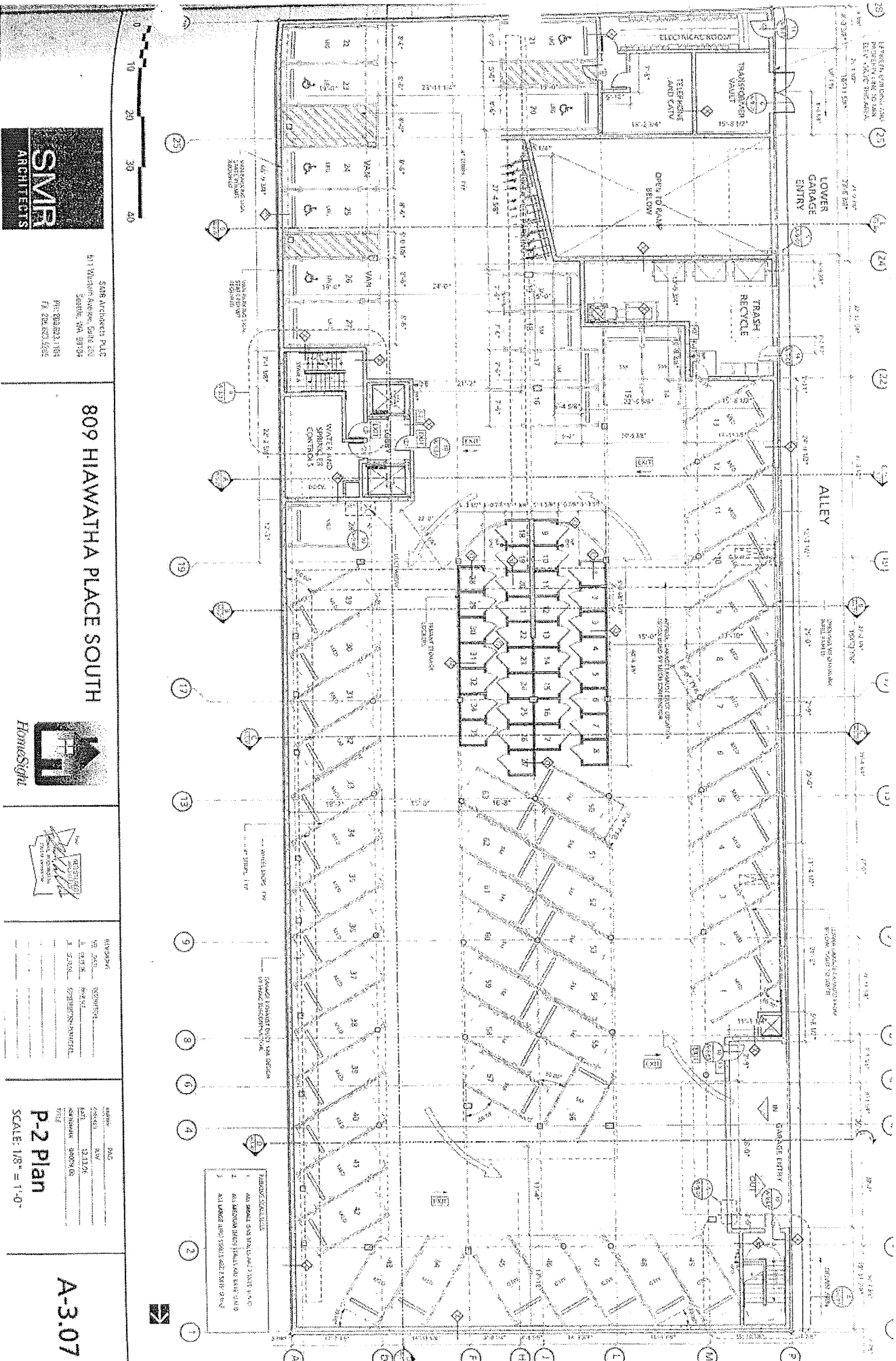
DESIGNER: S&B ARCHITECTS
 DATE: 12/13/14
 DRAWN BY: [Name]
 CHECKED BY: [Name]
 PROJECT NO: 14-00000000

DATE: 12/13/14
 DRAWN BY: [Name]
 CHECKED BY: [Name]
 PROJECT NO: 14-00000000

A-3.1

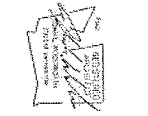
SEE ATTACHED APPROVED SEATTLE DEPT. OF
 TRANSPORTATION PLAN FOR STREET, CURB,
 SEWERWALK, ALLEY, AND STREET TREES.





508 ARCHITECTS, PLLC
511 Hudson Avenue, Suite 205
Seattle, WA 98104
PH: 206.462.1188
FA: 206.462.3282

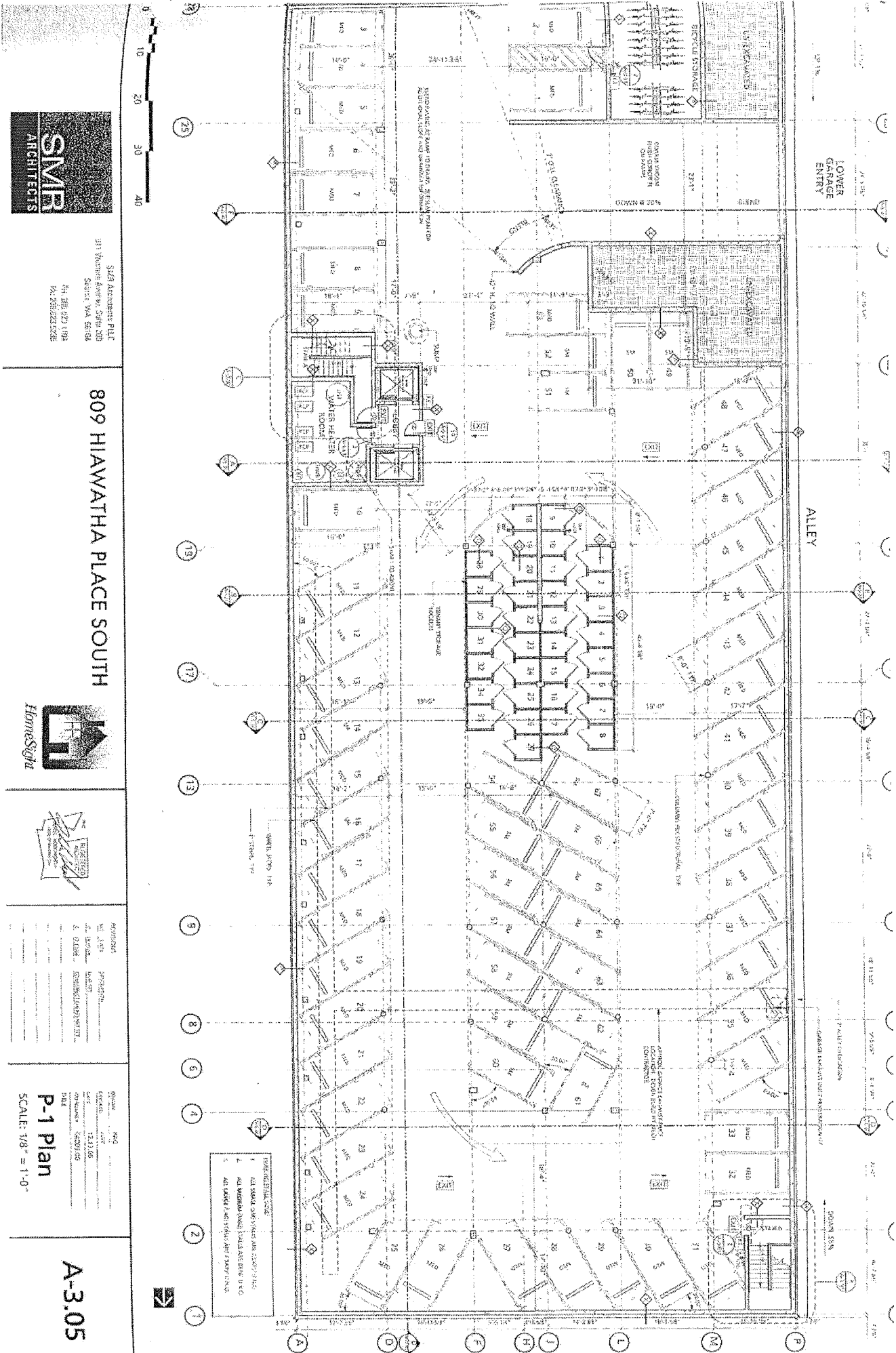
809 HIAWATHA PLACE SOUTH



NO.	DATE	BY	REVISION
1	12.11.12	SMR	ISSUED FOR PERMIT
2	01.08.13	SMR	REVISED PER COMMENTS
3	02.05.13	SMR	REVISED PER COMMENTS

P-2 Plan
SCALE: 1/8" = 1'-0"

A-3.07



SMR ARCHITECTS, P.L.L.C.
 311 HANCOCK AVENUE, SUITE 400
 SUITE 400
 SPOTTSWOOD, VA 22083
 PH: 561-227-1193
 FAX: 561-227-5726

809 HIAWATHA PLACE SOUTH

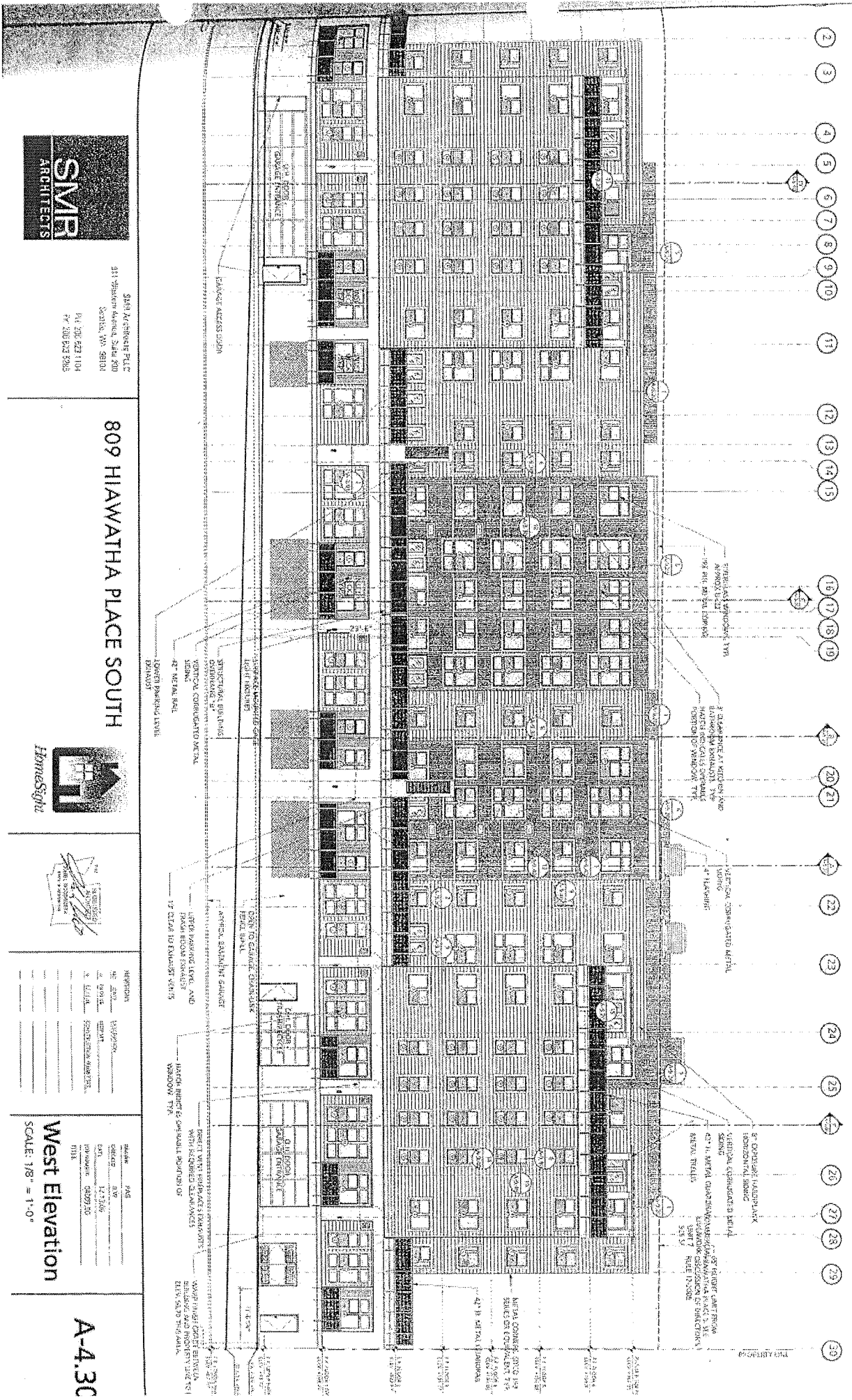


ARCHITECT	PROJECT
NO. 1431	809 HIAWATHA PLACE SOUTH
DATE	DATE
12.11.05	12.11.05
1. GENERAL	2. FOUNDATION
3. ELEVATION	4. STRUCTURAL
5. INTERIOR	6. EXTERIOR
7. MECHANICAL	8. ELECTRICAL
9. PLUMBING	10. FINISHES

DATE: 12.11.05
 DRAWN: [Name]
 CHECKED: [Name]
 PROJECT: 809 HIAWATHA PLACE SOUTH
 SHEET: P-1 Plan
 SCALE: 1/8" = 1'-0"

A-3.05

- SYMBOLS:**
- 1. SOLID WALLS (SEE ARCH. DRAWING)
 - 2. WINDOW WALLS (SEE ARCH. DRAWING)
 - 3. DOOR WALLS (SEE ARCH. DRAWING)
 - 4. ALL OTHER WALLS (SEE ARCH. DRAWING)



809 A ARCHITECT PLLC
 311 WALKER AVENUE, SUITE 200
 SCOTTSVILLE, MO 64501
 PH 202-623-1104
 FX 202-623-1906

809 HIAWATHA PLACE SOUTH



REVISION	NO.	DATE	BY	DESCRIPTION

West Elevation
 SCALE: 1/8" = 1'-0"

A-4.3C

Attachment B

(Identification of Affordable Units)

Pontedera Unit Pricing

Unit #	Fireplace	Type	Configuration	Unit sf	Deck sf
101	Y	W	1BR/1BA Loft	1,035	100
102	Y	U	1BR/1BA+Den Loft	815	100
103	Y	V	1BR/1BA+Den Loft	735	100
104	Y	AC	2BR/1BA+Den Loft	1,070	163
105	Y	X	2BR/2BA+Den Loft	1,070	163
106	Y	AD	2BR/1BA+Den Loft	1,170	163
107		AE	1BR/1BA+Den Loft	785	100
108	Y	X	2BR/2BA+Den Loft	1,070	163
109	Y	Y	2BR/2BA+Den Loft	1,170	163
201		C	1BR/1BA	585	
202		J	3BR/2BA	1,200	166
203		G	2BR/1BA	865	473
204		E	2BR/1BA	780	726
205		E	2BR/1BA	780	355
207		G	2BR/1BA	865	308
208		A	1BR/1BA	605	322
209		G	2BR/1BA	865	343
210		M	1BR/1BA	780	94
211		E	2BR/1BA	780	425
212		E	2BR/1BA	780	555
213		G	2BR/1BA	865	356
214		K	3BR/2BA	1,200	214
215		F	2BR/1BA	870	
216		H	2BR/1BA	830	
217		F	2BR/1BA	870	
218		B	1BR/1BA	610	
301		C	1BR/1BA	585	
302		J	3BR/2BA	1,200	
303		G	2BR/1BA	865	
304		E	2BR/1BA	780	
305		E	2BR/1BA	780	
306		Q	1BR/1BA	570	
307		F	2BR/1BA	870	
308		A	1BR/1BA	605	
309		F	2BR/1BA	870	
310		N	2BR/2BA	885	
311		E	2BR/1BA	780	
312		E	2BR/1BA	780	
313		G	2BR/1BA	865	
314		J	3BR/2BA	1,200	
315		F	2BR/1BA	870	
316		H	2BR/1BA	830	50
317		F	2BR/1BA	870	
318		B	1BR/1BA	610	
401		C	1BR/1BA	585	
402		J	3BR/2BA	1,200	
403		G	2BR/1BA	865	
404		E	2BR/1BA	780	
405		E	2BR/1BA	780	
406		Q	1BR/1BA	570	
407		F	2BR/1BA	870	
408		A	1BR/1BA	605	
409		T	2BR/1BA	870	
410		N	2BR/2BA	885	

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411		E	2BR/1BA	780	
412		E	2BR/1BA	780	
413		G	2BR/1BA	865	
414		J	3BR/2BA	1,200	
415		F	2BR/1BA	870	
416		H	2BR/1BA	830	50
417		F	2BR/1BA	870	
418		B	1BR/1BA	610	
501		C	1BR/1BA	585	
502		J	3BR/2BA	1,200	
503		G	2BR/1BA	865	
504		E	2BR/1BA	780	
505		E	2BR/1BA	780	
506		Q	1BR/1BA	570	
507		F	2BR/1BA	870	
508		A	1BR/1BA	605	
509		T	2BR/1BA	870	
510		N	2BR/2BA	885	
511		E	2BR/1BA	780	
512		E	2BR/1BA	780	
513		G	2BR/1BA	865	
514		J	3BR/2BA	1,200	
515		F	2BR/1BA	870	
516		H	2BR/1BA	830	50
517		F	2BR/1BA	870	
518		B	1BR/1BA	610	
601		C	1BR/1BA	585	
602	Y	L	2BR/2BA	1,060	125
603	Y	AA	2BR/2BA	1,065	720
604	Y	R	1BR/1BA+Den	770	555
605		F	2BR/1BA	870	
606		S	1BR/1BA	600	
607		T	2BR/1BA	870	
608	Y	P	2BR/2BA	1,070	580
609	Y	AB	2BR/2BA	1,095	720
610	Y	L	2BR/2BA	1,060	125
611		F	2BR/1BA	870	
612		Z	1BR/1BA	700	130
613		F	2BR/1BA	870	
614		D	1BR/1BA	565	50
A		LW	Shell	1,600	
B		LW	Shell	955	
C		LW	Shell	1,175	
D		LW	Shell	1,345	
E		LW	Shell	1,040	
F		LW	Shell	1,090	
G		LW	Shell	945	
H		LW	Shell	1,180	

= Long Term Affordable Unit

1BR	8
2BR	11
3BR	1
Total	<u>20</u>

FISCAL NOTE FOR NON-CAPITAL PROJECTS

Department:	Contact Person/Phone:	DOF Analyst/Phone:
Office of Housing	Amy Gray 4-0232	Kathryn Ewing 3-9580

Legislation Title:

A RESOLUTION authorizing the Director of Housing to enter into a Multifamily Housing Limited Property Tax Exemption Agreement between the City of Seattle and 809 Hiawatha Place, LLC for new multifamily owner-occupied housing to be constructed as part of a mixed-use project on property situated at 809 Hiawatha Place South, Seattle, Washington, under Seattle's Multifamily Housing Property Tax Exemption Program, Chapter 5.73 SMC.

- **Summary of the Legislation:** The proposed Resolution authorizes the Director of the Office of Housing (OH) to enter into a Multifamily Housing Limited Property Tax Exemption Agreement ("Agreement") for new multifamily owner-occupied housing to be constructed at 809 Hiawatha Place South, Seattle. The value of the new multifamily owner-occupied units that are affordable units will be exempt from taxation for up to 12 successive years so long as the owner and its successors comply with the requirements of the Agreement and SMC Chapter 5.73, including the requirement that at least 20% of the units are affordable units for the duration of the tax exemption period.
- **Background:** *(Include brief description of the purpose and context of legislation and include record of previous legislation and funding history, if applicable):*
The City Council passed Ordinance 122730 on June 30, 2008, amending SMC Chapter 5.73, the Multifamily Housing Property Tax Exemption Program, hereafter referred to as the "Seattle Homes Within Reach" Program. One of the amendments to SMC Chapter 5.73 allows owners whose first building permit under SMC Chapter 22 for an eligible project was issued between July 22, 2007 (the effective date of amendments to RCW Chapter 84.14) and the effective date of Ordinance 122730 (August 6, 2008) to apply or reapply for tax exemption anytime prior to the completion of construction of the project. 809 Hiawatha Place, LLC ("Applicant") previously applied for tax exemption under SMC Chapter 5.73. The Applicant received its first building permit on February 19, 2008 and construction of the project is not completed. The Applicant has reapplied for tax exemption under SMC Chapter 5.73 as amended by Ordinance 122730.

After the Director of OH approves an application for limited tax exemption for multifamily housing under SMC Chapter 5.73, the applicant must enter into a contract approved by Resolution of the City Council to receive the exemption. This Resolution allows the Director of OH to enter into a Multifamily Housing Limited Property Tax Exemption Agreement with the Applicant.

The 809 Hiawatha Place, LLC project will provide 94 owner-occupied housing units for individuals and small families in a mixed-use facility. The project will contain 94 units: 26 one-bedroom units, 60 two-bedroom units, and 8 three-bedroom units. The developer is required to deliver 51% of the units to families at 80% of median income at initial sales (52 units). Of these, the developer is required to sell 20 to families at 80% of median income as restricted by covenant for a period of 30 years. These 20 units are expected to be the units exempted from property taxes. For a four-person household, 80% of median income would be \$65,120.

Assuming that all of the units in the 809 Hiawatha Place, LLC project are affordable units, the value of the exemption from property taxes for the multifamily housing improvements for the first year of the exemption are estimated to be \$257,457, of which \$87,941 is Seattle's portion. If this project continues to qualify for the tax exemption for the duration of the twelve-year period, the property tax exemption amount (which is shifted to other unit owners) will increase at a maximum of 1% each year for the twelve years. The amount of the tax exemption is estimated by multiplying the value of the residential improvements by the property tax rate effective at the time of application. The tax responsibilities are shifted to other taxpayers as follows: the City portion to other City taxpayers; the County portion to other County taxpayers; and the State portion to other State taxpayers. The City portion shifted to City taxpayers for the first year of exemption for the 809 Hiawatha Place, LLC project is estimated to add \$0.33 to the tax bill for the average assess-valued home of \$451,363.

- *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.)*

STATE OF WASHINGTON – KING COUNTY

--88.

234610
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.

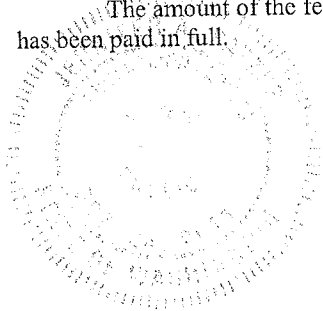
The notice in the exact form annexed, was published in regular issues of The Daily Journal of Commerce, which was regularly distributed to its subscribers during the below stated period. The annexed notice, a

CT:31102 & 31107

was published on

02/11/09

The amount of the fee charged for the foregoing publication is the sum of \$ 56.60, which amount has been paid in full.



02/11/09

Subscriber and sworn to before me on

Notary public for the State of Washington,
residing in Seattle

Affidavit of Publication

State of Washington, King County

City of Seattle

TITLE-ONLY PUBLICATION

The full text of the following resolutions, passed by the City Council on January 26, 2009, 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.

RESOLUTION NO. 31107

A RESOLUTION authorizing the Director of Housing to enter into a Multifamily Housing Limited Property Tax Exemption Agreement between the City of Seattle and Dearborn Commons LLC for new multifamily owner-occupied housing to be constructed as part of a residential project on property situated at 1618 and 1638 South Dearborn Street, Seattle, Washington, under Seattle's Multifamily Housing Property Tax Exemption Program, Chapter 5.73 SMC.

RESOLUTION NO. 31102

A RESOLUTION authorizing the Director of Housing to enter into a Multifamily Housing Limited Property Tax Exemption Agreement between the City of Seattle and 809 Hiawatha Place, LLC for new multifamily owner-occupied housing to be constructed as part of a mixed-use project on property situated at 809 Hiawatha Place South, Seattle, Washington, under Seattle's Multifamily Housing Property Tax Exemption Program, Chapter 5.73 SMC.

Publication ordered by JUDITH PIPPIN,
City Clerk

Date of publication in the Seattle Daily
Journal of Commerce, February 11, 2009.
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