

Resolution No. 31257

A RESOLUTION authorizing the Director of Housing to enter a Multifamily Housing Limited Property Tax Exemption Agreement between the City of Seattle and S/I Ballard, LLC for new multifamily rental housing constructed as part of a mixed-use project on property situated at 2034 NW 56<sup>th</sup> Street, Seattle, Washington, under Seattle's Multifamily Housing Property Tax Exemption Program, Chapter 5.73 SMC.

Related Legislation File: \_\_\_\_\_

Date Introduced and Referred: <u>Dec. 4, 2010</u>	To: _____ Housing, Human Services, Health, and Culture
Date Re-referred:	To: (committee):
Date Re-referred:	To: (committee):
Date of Final Action: <u>12.13.10</u>	Date Presented to Mayor: <u>12.15.10</u>
Date Signed by Mayor: <u>12.20.10</u>	Date Returned to City Clerk: <u>12.20.10</u>
Published by Title Only <input checked="" type="checkbox"/>	Date Returned Without Concurrence:
Published in Full Text _____	

## The City of Seattle – Legislative Department

Resolution sponsored by: *Nick Lesjak*

### Committee Action:

Date	Recommendation	Vote
<u>pass</u>	<u>3-0 WL, TR, SE</u>	<u>12/18/10 (VH)</u>

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

### Full Council Action:

Date	Decision	Vote
<u>12.13.10</u>	<u>Adopted</u>	<u>9-0</u>

*Law Department*

**RESOLUTION** 31257

1  
2 A RESOLUTION authorizing the Director of Housing to enter into a Multifamily Housing  
3 Limited Property Tax Exemption Agreement between the City of Seattle and S/I Ballard,  
4 LLC for new multifamily rental housing constructed as part of a mixed-use project on  
5 property situated at 2034 NW 56<sup>th</sup> Street, Seattle, Washington, under Seattle's  
6 Multifamily Housing Property Tax Exemption Program, Chapter 5.73 SMC.

7 WHEREAS S/I Ballard, LLC has submitted a complete application for multifamily housing  
8 limited property tax exemption as required by SMC Chapter 5.73, proposing to construct  
9 multifamily housing ("Multifamily Housing") known as the Twenty34 Apartments on  
10 property situated at 2034 NW 56<sup>th</sup> Street in Seattle, Parcel Numbers 2767700237,  
11 2767700330, 2767700325 and 2767700255, legally described as follows,

12 "PARCEL A:

13 LOTS 5 THROUGH 7 AND LOTS 19 THROUGH 20 BLOCK 52 OF GILMAN PARK  
14 ADDITION, ACCORDING TO THE PLAT RECORDED IN BOOK 3 OF PLATS AT  
15 PAGE 40, IN KING COUNTY, WASHINGTON.

16 PARCEL B:

17 PARCEL B OF KING COUNTY BOUNDARY LINE ADJUSTMENT NO. 2505079,  
18 RECORDED JANUARY 6, 2006 UNDER RECORDING NO. 20060106900013, IN  
19 KING COUNTY, WASHINGTON"; and,

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

24 **BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SEATTLE, THE**

25 **MAYOR CONCURRING, THAT:**

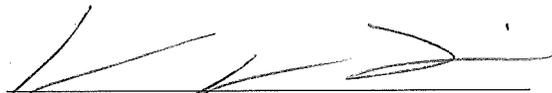
26 The Director of Housing is authorized to enter into the Multifamily Housing Limited  
27 Property Tax Exemption Agreement with S/I Ballard, LLC or its heirs, successors and assigns that  
28 own the Multifamily Housing, concerning the Multifamily Housing, in substantially the form  
attached as Exhibit A, on behalf of the City of Seattle.



1 Adopted by the City Council the 13<sup>th</sup> day of December, 2010, and  
2 signed by me in open session in authentication of its adoption this 13<sup>th</sup> day  
3 of December, 2010.

4   
5 President \_\_\_\_\_ of the City Council

6 THE MAYOR CONCURRING:  
7

8   
9 Michael McGinn, Mayor

10  
11 Filed by me this 20<sup>th</sup> day of December, 2010.

12  
13   
14 City Clerk

15 (Seal)

16 Exhibit A: Multifamily Housing Limited Property Tax Exemption Agreement  
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**Exhibit A**  
**MULTIFAMILY HOUSING LIMITED PROPERTY TAX EXEMPTION**  
**AGREEMENT**

THIS MULTIFAMILY HOUSING LIMITED PROPERTY TAX EXEMPTION AGREEMENT ("Agreement") is entered into on the date signed below between S/I Ballard, LLC, a Washington limited liability company, referred to as "Applicant," and The City of Seattle, a Washington municipal corporation, referred to as "City".

Recitals.

1. Applicant applied for a limited property tax exemption as provided for in Chapter 84.14 RCW and Chapter 5.73 SMC for new multifamily rental housing as part of a mixed-use development ("Multifamily Housing") in the Ballard Residential Targeted Area, and the Director of Housing ("Director") has approved the application; and
2. Applicant has submitted to the City preliminary site plans and floor plans for the Multifamily Housing constructed as part of a mixed-use project ("Project") on property situated at 2034 NW 56<sup>th</sup> Street in Seattle, Washington, and described more specifically as follows:

Parcel A:

LOTS 5 THROUGH 7 AND LOTS 19 THROUGH 20 BLOCK 52 GILMAN PARK ADDITION, ACCORDING TO THE PLAT RECORDED IN BOOK 3 OF PLATS AT PAGE 40, IN KING COUNTY, WASHINGTON.

Parcel B:

PARCEL B OF KING COUNTY BOUNDARY LINE ADJUSTMENT NO. 2505079, RECORDED JANUARY 6, 2006 UNDER RECORDING NO. 20060106900013, IN KING COUNTY, WASHINGTON;

hereafter referred to as the "Property"; and

3. Applicant is the owner of the Property; and
4. 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; and



5. The City has determined that the Multifamily Housing 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 Seattle City Council ("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. Applicant understands and agrees that this Agreement and the Conditional Certificate pertain to rental housing and that in the event that individual residential units within the Multifamily Housing are sold, this Agreement will automatically terminate, and any Conditional Certificate issued pursuant to this Agreement is void. For purposes of this Agreement, a sale will be deemed to have occurred when an instrument transferring title to an occupant or proposed occupant of an individual residential unit is recorded.

2. Agreement to Construct Multifamily Housing.

- 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. Applicant further agrees that approval of this Agreement by the Council, its execution by the Director, 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 that the Multifamily Housing will be completed within three (3) years from the date of approval of this Agreement by the Council, unless extended by the Director for cause as provided in SMC 5.73.070.

3. Agreement to Provide Affordable Housing.

a. Applicant agrees that, for the entire period of time for which the Multifamily Housing receives a tax exemption, a certain minimum number of the residential units in the Project shall be Affordable Units. Affordable Units means residential units rented at an Affordable Rent (defined below) to Income Eligible Occupants. In accordance with SMC 5.73.040 B.1. a minimum of twenty percent (20%) of all the units in the Project shall be rented to tenants whose Household Annual Income is at or below eighty percent (80%) of Median Income for studio and one-bedroom units and ninety percent (90%) of Median Income for two-bedroom or larger units. For purposes of this Agreement, Affordable Rent means that the annual rent plus tenant paid utilities for the unit do not exceed 30% of the percentage of Median Income designated by this subsection. Median Income means annual family median income for the Seattle-Bellevue-Everett Primary Metropolitan Statistical Area, as published from time to time by HUD. Income Eligible Occupants means that the Household Annual Income at initial occupancy of the Affordable Unit is no greater than the percentage of Median Income designated by this subsection. Household Annual Income is defined in subsection b.(2) below.

b. Applicant is responsible for verifying the income of households occupying Affordable Units no later than the date of initial occupancy.

(1) Prospective tenants of Affordable Units shall be advised of the definition of Household Annual Income at the time they are provided with an application for tenancy.

(2) For purposes of this Agreement, Household Annual Income means the aggregate annual income of all persons over eighteen (18) years of age residing within the same household for a period of at least one month and shall be calculated for prospective tenants by projecting the income anticipated to be received over the twelve-month period following the date of initial occupancy, based on the prevailing rate of income of each person at the time of income verification, which shall be no more than six (6) months prior to the date of initial occupancy.

(3) Documentation of tenant income eligibility for Affordable Units shall be obtained by Applicant or Applicant's agent and maintained on file for audit or inspection through the term of the tenancy, and for one (1) calendar year thereafter.



Documentation shall include, at a minimum, an application signed by the prospective tenant declaring monthly or annual income, and certifying that the information thereon is correct, and evidence of current income.

c. Applicant agrees to make good faith efforts to rent all vacant Affordable Units. Applicant shall comply with all applicable fair housing and nondiscrimination laws, ordinances and regulations.

d. Applicant agrees to rent Affordable Units only pursuant to a form lease or rental agreement prepared by Applicant. Applicant shall provide a copy of the form of lease currently in use to the City promptly upon any request by the City. The form lease or rental agreement shall comply with all applicable laws; shall not include any provisions prohibited by applicable laws or regulations; shall prohibit subletting or assignment of the lease without the express written approval of Applicant, which approval shall not be granted by Applicant if the result would be any violation of the requirements of this Agreement to provide affordable housing; and shall state that information about the affordable housing requirements pursuant to SMC Chapter 5.73 is available from the City's Office of Housing.

e. Applicant agrees that the mix and configuration of the Affordable Units shall be substantially proportional to the mix and configuration of the total housing units in the Project provided that units with the same number of bedrooms shall be combined into a single category for the purpose of compliance with this provision. If the Project contains more than one building, Applicant agrees that all of the Affordable Units will not be located in the same building.

f. Applicant agrees that the Affordable Units shall have substantially the same level of interior fixtures and quality of finish as the other housing units in the Project.

4. Requirements for Final Certificate of Tax Exemption.

Applicant may, upon completion of the Multifamily Housing and upon issuance by the City of a temporary or permanent certificate of occupancy, request a Final Certificate of Tax Exemption ("Final Certificate"). The request shall be in writing directed to the City's Office of Housing and be accompanied by all of 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 for the exemption.



c. Documentation that the Multifamily Housing was completed within the required three-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 all of the following:

- (1) Identification of all Affordable Units, whether rented or held vacant to be rented by Income Eligible Occupants.
- (2) Rents (or offering rents, as applicable) for all Affordable Units.
- (3) A copy of the application form used for rental of Affordable Units.
- (4) A copy of the form of lease or rental agreement to be used for Affordable Units.

e. Any such further information that the Director deems necessary or useful to evaluate eligibility for the Final Certificate.

5. Agreement to Issue Final Certificate.

The City agrees to file a Final Certificate with the King County Assessor within forty (40) days of submission of all materials required by Section 4, if Applicant has:

- a. successfully completed the Multifamily Housing in accordance with the terms of this Agreement and SMC Chapter 5.73; and
- b. filed a request for a Final Certificate with the City's Office of Housing and submitted the materials described in Section 4 above; and
- c. paid to the City a fee in the amount of \$150.00 to cover the Assessor's administrative costs; and
- d. met all other requirements provided in SMC Chapter 5.73 for issuance of the Final Certificate.



6. Annual Certification.

Within thirty (30) days after the first anniversary of the date the City filed the Final Certificate with the King County Assessor and each year thereafter for a period of twelve (12) years, Applicant agrees to file a certification or declaration with the Director, 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 Multifamily Housing during the previous year; and
- b. a statement that the Multifamily Housing has not changed use since the date of filing of the Final Certificate; and
- c. a statement that the Multifamily Housing continues to be in compliance with this Agreement and the requirements of SMC Chapter 5.73; and
- d. a description of any improvements or changes to the Project made after the filing of the Final Certificate or the previous annual certification; and
- e. information and documentation sufficient to demonstrate, to the satisfaction of the Director, compliance with the affordability requirements of SMC 5.73.040 B. and this Agreement, which shall, at minimum, include the following:
  - (1) identification of each Affordable Unit, and any substitution of Affordable Units during the previous year; and
  - (2) for each Affordable Unit that was initially occupied or that had a change of tenancy during the previous year, the date of each tenant's initial occupancy, the household size and Household Annual Income of each tenant household at initial occupancy, and the rent charged at initial occupancy; and
  - (3) for any Affordable Units with turnover during the previous calendar year, the date on which any tenancy was terminated, and the time during which the unit remained vacant; and
  - (4) the current contract rent on the anniversary date of the Final Certificate for each Affordable Unit.



7. No Violations for Duration of Exemption.

For the duration of the limited tax exemption granted under SMC Chapter 5.73, Applicant agrees that the Project 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 City's 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 within thirty (30) days of any transfer of Applicant's ownership interest in the Project or the Property. Applicant further agrees to notify the Director and the King County Assessor within sixty (60) days of any change of use of any or all of the Multifamily Housing to another use. Applicant acknowledges that such a change in use may result in cancellation of the limited tax exemption and imposition of additional taxes, interest and penalties pursuant to State law.

9. Cancellation of Exemption - Appeal.

a. The City reserves the right to cancel the limited tax exemption if at any time the Multifamily Housing no longer complies with the terms of this Agreement or with the requirements of SMC Chapter 5.73, or for any other reason no longer qualifies for a limited tax exemption.

b. If the limited tax exemption is canceled for non-compliance, Applicant acknowledges 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 20% of the difference calculated under (1) of this subsection b.; 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 that, pursuant to RCW 84.14.110, any additional tax owed, together with interest and penalty, become a lien on the Property and attach at the time of any change of use of any or all of the Multifamily Housing or at the time



that all or any portion of the Multifamily Housing no longer meets applicable requirements, 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 Property may become charged or liable. Applicant further acknowledges 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.

c. Upon determining that a limited tax exemption is to be canceled, the Director, on behalf of the Council, shall notify the owner of the Property by certified mail, return receipt requested. The owner of the Property may appeal the determination in accordance with RCW 84.14.110 and SMC 5.73.110.

10. Amendments.

No modification or amendment of this Agreement shall be made unless mutually agreed upon by the parties 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 land.

12. Recording of Agreement.

The Director 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 limited tax 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 that the City has the right to audit or review appropriate records to assure compliance with this Agreement and SMC Chapter 5.73 and to perform evaluations of the effectiveness of the Multifamily Tax Exemption program. Applicant agrees to make appropriate records available for review or audit upon seven (7) days' written notice by the City.



Amy Gray/ASG  
OH Twenty34 MFTE RES Exhibit A  
November 2, 2010  
Version #3

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 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 may from time to time designate in writing.

OWNER: S/I Ballard, LLC  
818 Stewart Street, Suite 700  
Seattle, WA 98101  
Phone: (206) 626-3737 Fax: (206) 626-3799  
Attn: Todd Seneker

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.



Amy Gray/ASG  
OH Twenty34 MFTE RES Exhibit A  
November 2, 2010  
Version #3

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

CITY:  
The City of Seattle

OWNER:  
S/I Ballard, LLC,  
a Washington limited liability company

By: \_\_\_\_\_  
Rick Hooper,  
Acting Director of Housing  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Todd Seneker  
its \_\_\_\_\_  
Date: \_\_\_\_\_





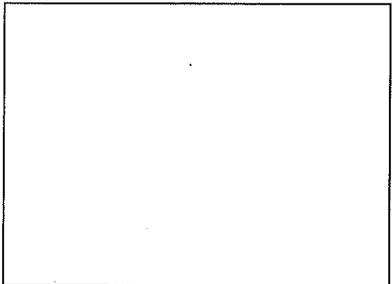
Amy Gray/ASG  
OH Twenty34 MFTE RES Exhibit A  
November 2, 2010  
Version #3

STATE OF WASHINGTON        )  
  ) ss.  
COUNTY OF KING            )

On this \_\_\_\_ day of \_\_\_\_\_, 2010, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **Todd Seneker** to me personally known (or proved on the basis of satisfactory evidence) to be the \_\_\_\_\_ of **S/I Ballard, LLC**, a Washington limited liability company, and acknowledged said instrument to be the free and voluntary act and deed of S/I Ballard, LLC for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute the said instrument.

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

Date: \_\_\_\_\_



Use this space for Notary Seal/Stamp

\_\_\_\_\_  
NOTARY PUBLIC in and for the State of  
Washington residing at \_\_\_\_\_  
My commission expires: \_\_\_\_\_  
PRINT NAME: \_\_\_\_\_



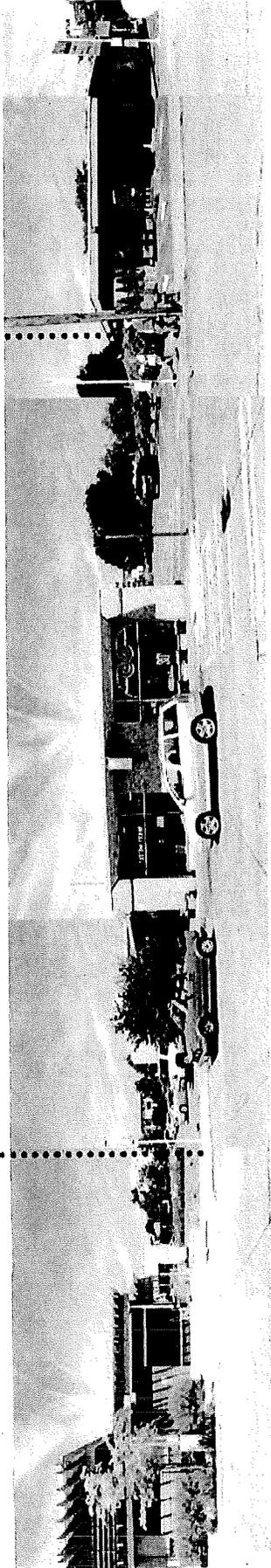
Amy Gray/ASG  
OH Twenty34 MFTE RES Exhibit A  
November 2, 2010  
Version #3

Attachment A  
Site Plans and Elevations



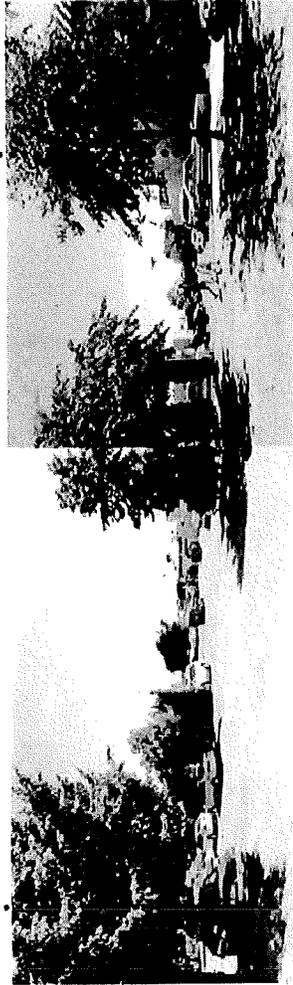
22ND AVE NW  
 NW 57TH ST  
 NW 56TH ST  
 MARKET ST

**SITE**



22ND AVE NW  
 NW 57TH ST  
 NW 56TH ST

**SITE**



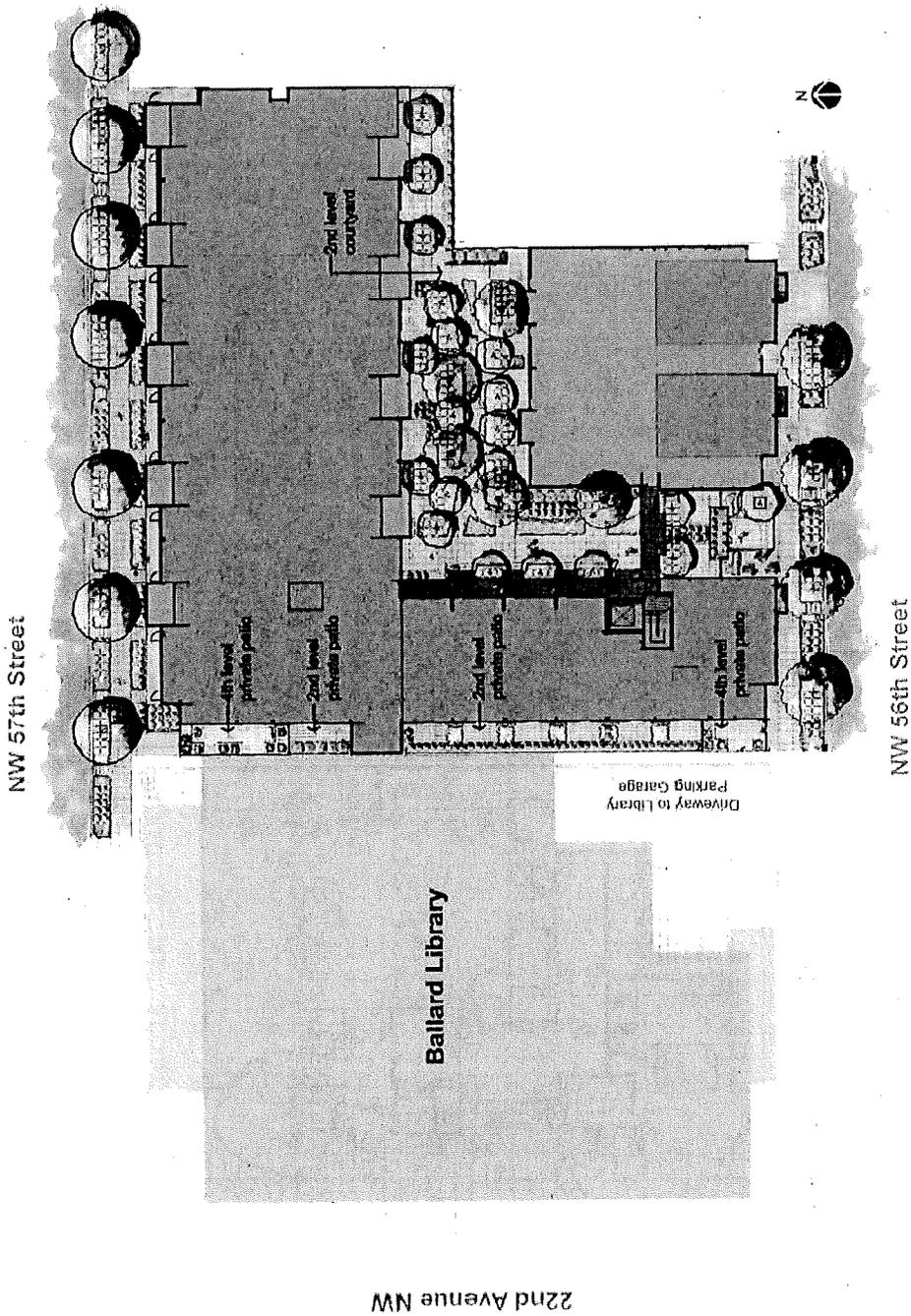
**2034 NW 56TH ST**  
 design review board  
 09.10.2007

site photos

NITHOM



**A-2 Streetscape Compatibility A-6 Transition Between Residence and Street D-1 Pedestrian Open Spaces and Entrances**



**2034 NW 56TH ST**  
 design review board  
 09.10.2007

site plan

**MITRUM**  
 WEISMAN DESIGN GROUP INC.



PROJECT NO. 1500000000  
DATE: 08/14/2013  
DRAWN BY: J. HARRIS  
CHECKED BY: J. HARRIS

OWNER:  
C/O CHORUS  
2000 NW 56TH ST  
SEATTLE, WA  
MANAGER:  
55 BALLARD LLC

DATE: 08/14/2013  
PROJECT NO. 1500000000  
DRAWN BY: J. HARRIS  
CHECKED BY: J. HARRIS

**SITE PLAN**

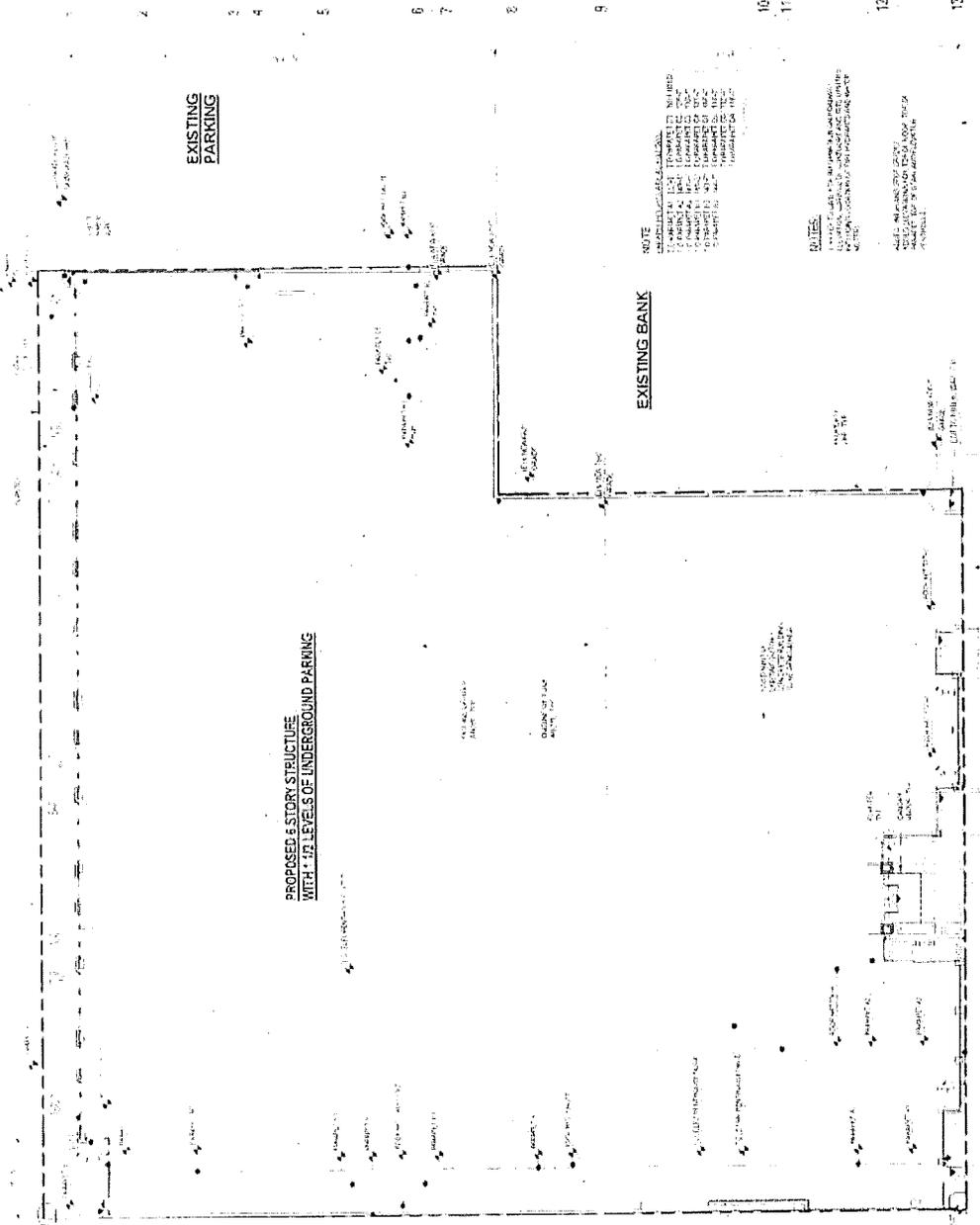
PROJECT NO. 1500000000  
DATE: 08/14/2013

**A1.01**  
CONSTRUCTION SET

1500000000

NW 57TH STREET

B C D E F G H J



**PROPOSED 6 STORY STRUCTURE  
WITH 4 LEVELS OF UNDERGROUND PARKING**

GRID A11 TO PROPERTY LINE

**EXISTING LIBRARY**

**EXISTING BANK**

NW 56TH STREET

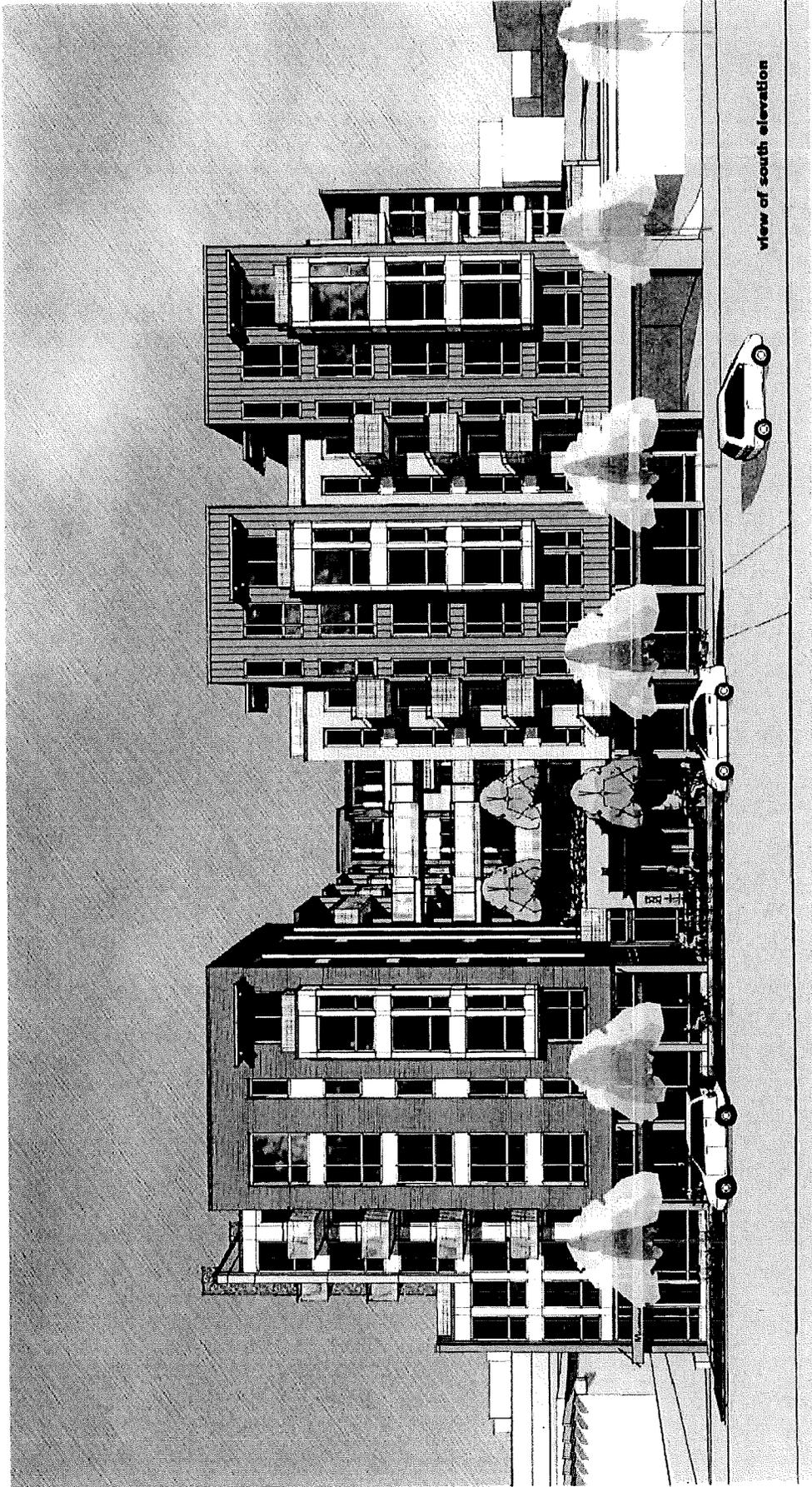
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GRID A13 TO PROPERTY LINE

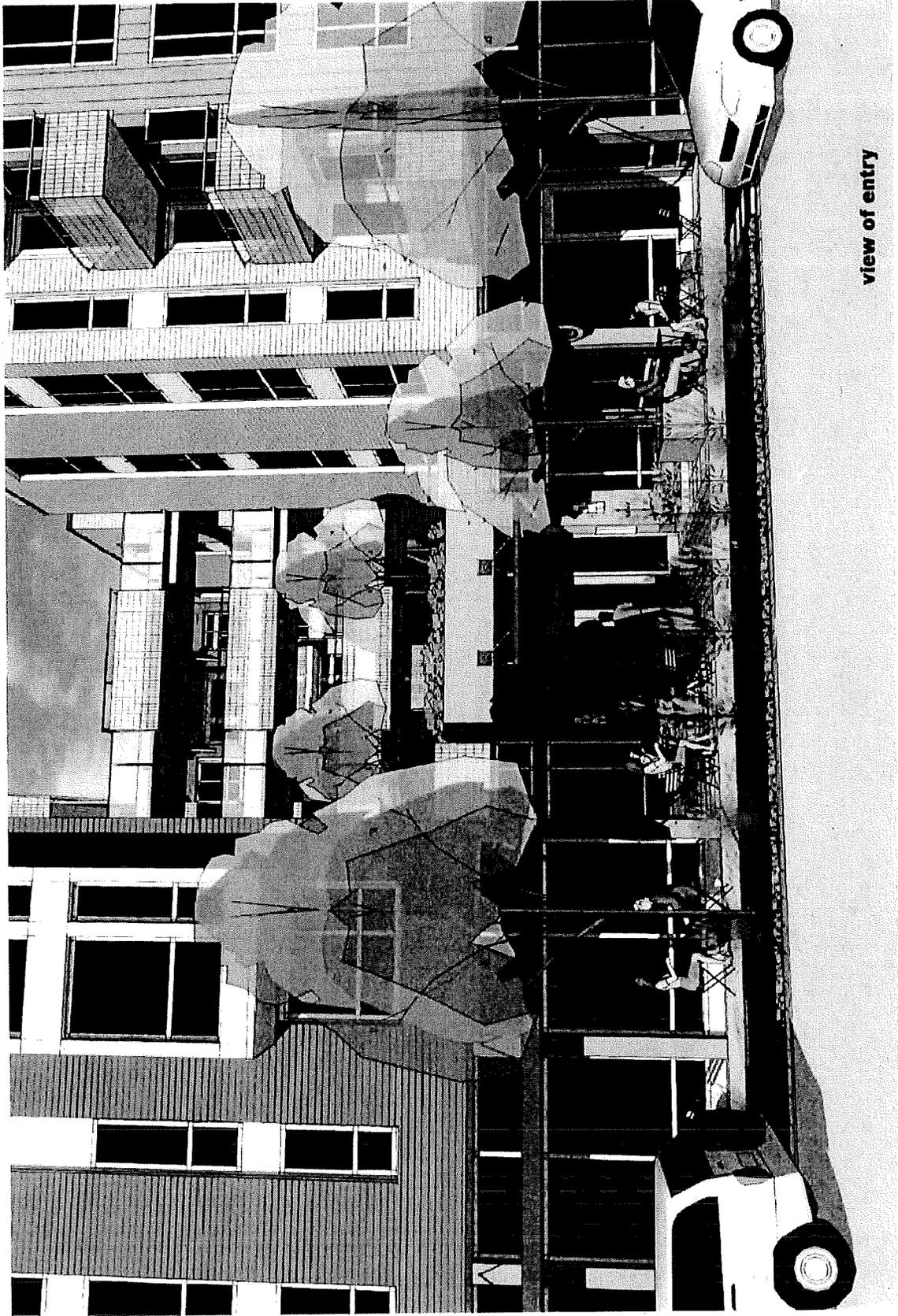


**SITE PLAN**





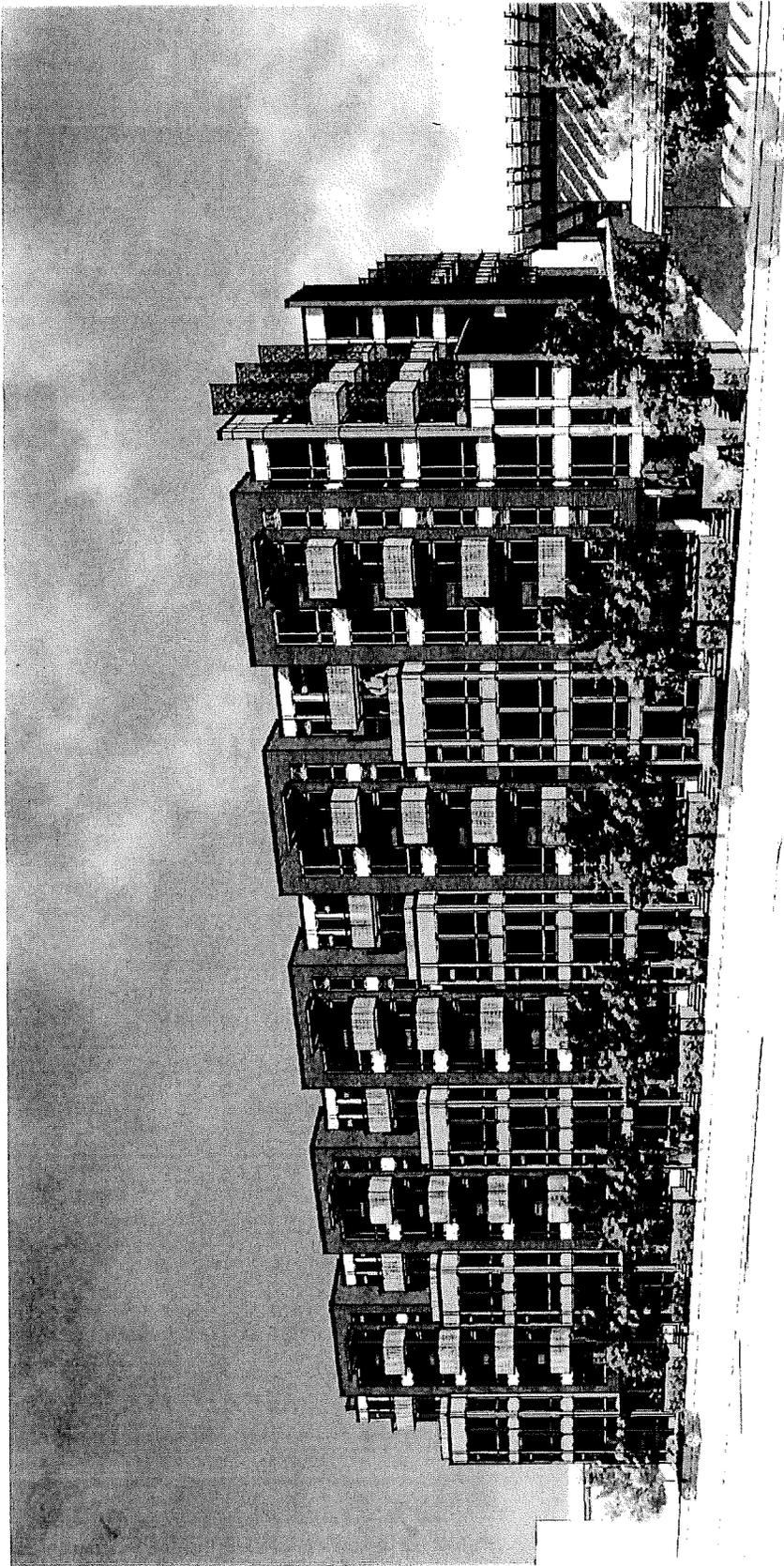
view of south elevation



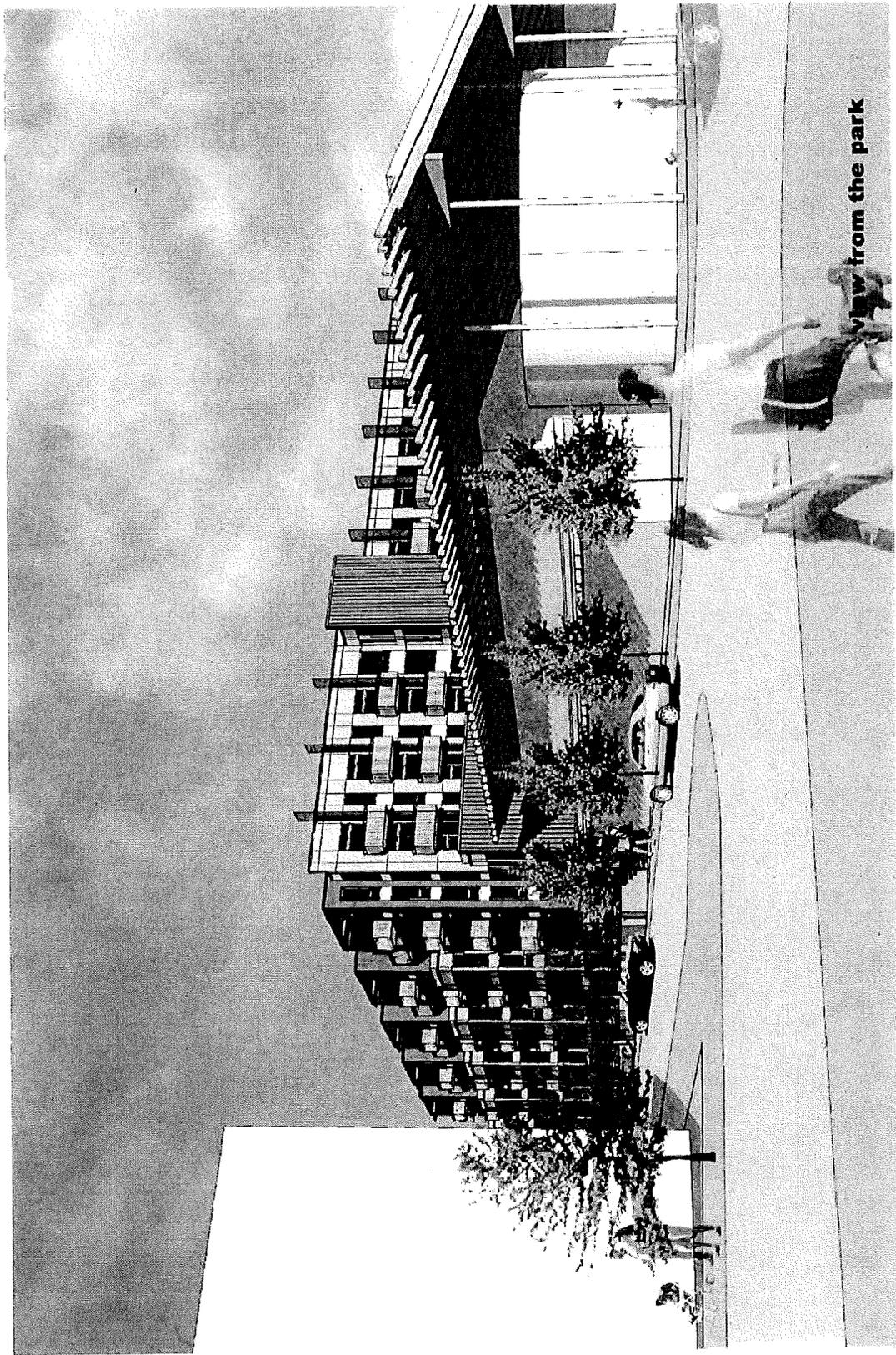
view of entry



view of courtyard east elevation



north elevation



View from the park



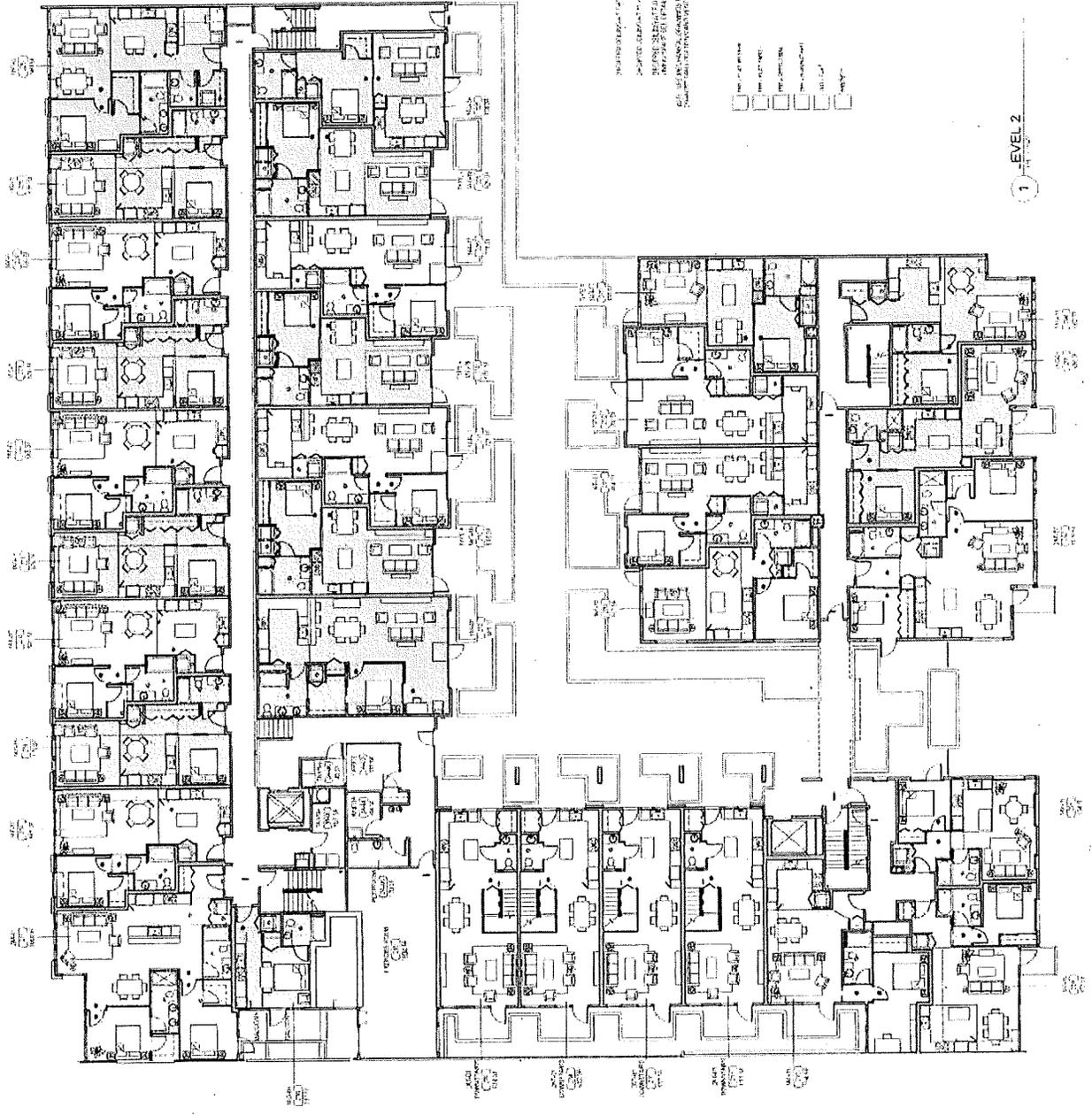
1000 4th Avenue  
Seattle, WA 98101  
Tel: 206.461.1100  
Fax: 206.461.1101

PROJECT:  
BALLARD  
DOMINILUS  
2015 NW 56TH ST  
SEATTLE, WA  
PREPARED BY:  
SV BALLARD LLC

THIS DOCUMENT IS THE PROPERTY OF MITHUN ARCHITECTS. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREIN. IT IS NOT TO BE REPRODUCED, COPIED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM.

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1 LEVEL 2









PROJECT  
200 Ballard  
CONDOMINIUMS  
200 Ballard, Seattle, WA 98107  
ARCHITECT  
MITHUN ARCHITECTS  
1000 1st Avenue, Suite 1000  
Seattle, WA 98101

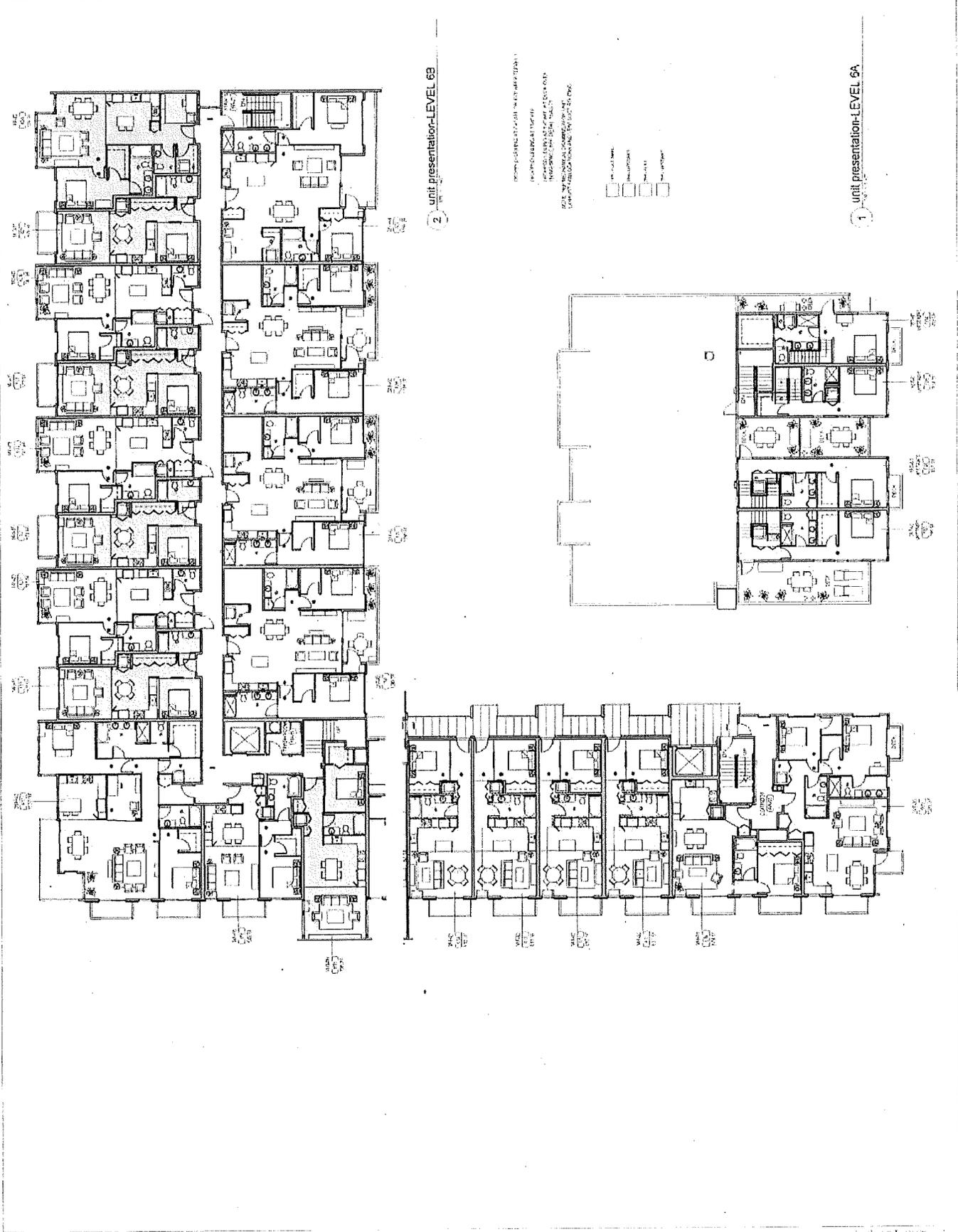
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CONDOMINIUMS  
200 Ballard, Seattle, WA 98107  
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MITHUN ARCHITECTS  
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**FISCAL NOTE FOR NON-CAPITAL PROJECTS**

<b>Department:</b>	<b>Contact Person/Phone:</b>	<b>CBO Analyst/Phone:</b>
Office of Housing	Amy Gray/4-0262	Becky Guerra/4-5539

**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 S/I Ballard, LLC for new multifamily rental housing constructed as part of a mixed-use project on property situated at 2034 NW 56<sup>th</sup> Street, 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 Housing to enter into a Multifamily Housing Limited Property Tax Exemption Agreement (“Agreement”) for new multifamily rental housing constructed as part of a mixed-use project at 2034 NW 56<sup>th</sup> Street, Seattle. The value of the multifamily residential improvements 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 percent of the units are affordable units, for the duration of the tax exemption period. There is no tax exemption for the portion of the project that is not housing.

**Background:** The current Multifamily Housing Property Tax Exemption Program was adopted by the City Council in June 2008 (Ordinance 122730). After the Director of Housing 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 Housing to enter into a Multifamily Housing Limited Property Tax Exemption Agreement with the applicant.

**Project Description:**

- The project consists of 158 rental housing units.
- The project will contain 61 studio units, 77 one-bedroom units and 20 two-bedroom units.
- 20 percent (32 units) will be affordable to households with incomes between \$47,900 and \$69,350 (80 percent of median income for the studio and one-bedroom units, and 90 percent of median income for the two-bedroom units).
- The thirty-two affordable units will be comprised of 13 studio units, 15 one-bedroom units, and 4 two-bedroom units.
- The total value of the first year exemption is \$380,020, of which \$122,932 is Seattle’s portion.
- The project is estimated to add \$0.45 to the tax bill of the average assessed-valued home of \$446,124 in the first year of exemption.



Please check one of the following:

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



**City of Seattle**  
Office of the Mayor

November 16, 2010

Honorable Richard Conlin  
President  
Seattle City Council  
City Hall, 2<sup>nd</sup> Floor

Dear Council President Conlin:

I am pleased to transmit the attached proposed Resolution that authorizes the Director of Housing to enter into an agreement with S/I Ballard, LLC to provide a property tax exemption under Chapter 5.73 of the Seattle Municipal Code for rental housing developed at 2034 NW 56<sup>th</sup> Street. Each application for a multifamily housing limited property tax exemption requires Council adoption of a Resolution that authorizes the Director of Housing to enter into a contract with the applicant.

The Multifamily Property Tax Exemption Program was enacted to help provide affordable housing in targeted areas. The Twenty34 Apartments project will contain 158 rental units (61 studios, 77 one-bedroom units and 20 two-bedroom units). At this time, the developer anticipates that twenty percent of the units (32 units) will be affordable to households earning between \$47,900 and \$69,350 per year, depending on the household size (80% of median income for the studio and one-bedroom units and 90% of median income for the two-bedroom units).

The Twenty34 Apartments project will help achieve multiple housing objectives in the Ballard Residential Targeted Area 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,

Michael McGinn  
Mayor of Seattle

cc: Honorable Members of the Seattle City Council

Michael McGinn, Mayor  
Office of the Mayor  
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Seattle, WA 98124-4749

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TDD (206) 615-0476  
mike.mcgin@seattle.gov



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**STATE OF WASHINGTON – KING COUNTY**

--SS.

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264920  
CITY OF SEATTLE, CLERKS OFFICE

No.

**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 12<sup>th</sup> 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:31257-31260 TITLE ONLY

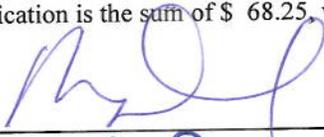
was published on

12/24/10

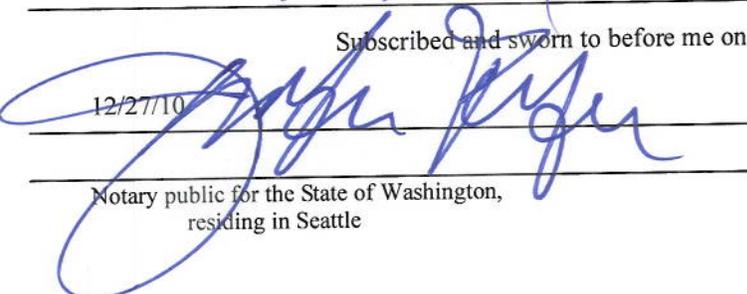
The amount of the fee charged for the foregoing publication is the sum of \$ 68.25, which amount has been paid in full.



Affidavit of Publication

  
\_\_\_\_\_  
Subscribed and sworn to before me on

12/27/10

  
\_\_\_\_\_  
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 December 13, 2010, and published here by title only, will be mailed upon request, or can be accessed at <http://clerk.seattle.gov>. For further information, contact the Seattle City Clerk at 684-8344.

#### RESOLUTION NO. 31257

A RESOLUTION authorizing the Director of Housing to enter into a Multifamily Housing Limited Property Tax Exemption Agreement between the City of Seattle and S/I Ballard, LLC for new multifamily rental housing constructed as part of a mixed-use project on property situated at 2034 NW 56th Street, Seattle, Washington, under Seattle's Multifamily Housing Property Tax Exemption Program, Chapter 5.73 SMC.

#### RESOLUTION NO. 31258

A RESOLUTION authorizing the Director of Housing to enter into a Multifamily Housing Limited Property Tax Exemption Agreement between the City of Seattle and Wallace Properties - Madison, LLC for new multifamily rental housing constructed as part of a mixed-use project on property situated at 1222 East Madison Street, Seattle, Washington, under Seattle's Multifamily Housing Property Tax Exemption Program, Chapter 5.73 SMC.

#### RESOLUTION NO. 31259

A RESOLUTION authorizing the Director of Housing to enter into a Multifamily Housing Limited Property Tax Exemption Agreement between the City of Seattle and Ridgecrest Equities, LLC for new multifamily rental housing constructed as a residential project on property situated at 310 17th Avenue South, Seattle, Washington, under Seattle's Multifamily Housing Property Tax Exemption Program, Chapter 5.73 SMC.

#### RESOLUTION NO. 31260

A RESOLUTION setting forth the 2011 State Legislative Agenda of the City of Seattle.

Publication ordered by the City Clerk  
Date of publication in the Seattle Daily  
Journal of Commerce, December 24, 2010.

12/24(264920)