

RESOLUTION No. 31148

Richard J. McLean

A RESOLUTION authorizing the Director of Housing to enter into a Multifamily Housing Limited Property Tax Exemption Agreement between the City of Seattle and South Othello Street, LLC for new multifamily rental housing to be constructed as part of a mixed use project on property situated at 4219 South Othello Street, Seattle, Washington, under Seattle's Multifamily Housing Property Tax Exemption Program, Chapter 5.73 SMC.

RM - Pass
BA - Pass

Introduced: 7.27.09	By: Mchen
Referred:	To: Housing + Economic Dev.
Referred:	To:
Reported: 8-10-09	
Passed: 8-10-09	Signed: 8-10-09
Filed: 8.17.09	Published: Tittle Z

8-10-09 Adopted 9-0

US5171

Law Department

RESOLUTION 31148

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 South
4 Othello Street, LLC for new multifamily rental housing to be constructed as part of a
5 mixed use project on property situated at 4219 South Othello Street, Seattle, Washington,
6 under Seattle's Multifamily Housing Property Tax Exemption Program, Chapter 5.73
7 SMC.

8 WHEREAS, South Othello Street, LLC has submitted a complete application for multifamily
9 housing limited property tax exemption as required by SMC Chapter 5.73, proposing to
10 construct multifamily housing ("Multifamily Housing") known as the Othello Station
11 South on property situated at 4219 South Othello Street in Seattle, Parcel Number
12 1005000168, legally described as follows:

13 Lots 1,2,3,4 and the east ½ of Lots 5 and 6 in Block 4 of Bowen's Replat of Rainier
14 Gardens, as per plat recorded in Volume 12 of Plats, page 30, records of King County;

15 Except that portion of Lot 1 as condemned for widening Othello Street under King
16 County Superior Court Cause No. 139213;

17 And except the south 3.5 feet of said Lot 6;

18 And except that portion conveyed by deed recorded under King County recording number
19 20040203000383,

20 Situate in the City of Seattle, County of King, State of Washington; and

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

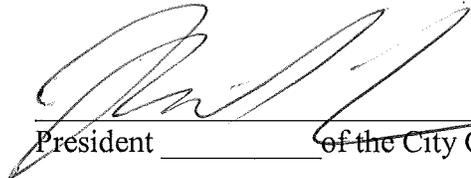
25 **BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SEATTLE, THE**

26 **MAYOR CONCURRING, THAT:**

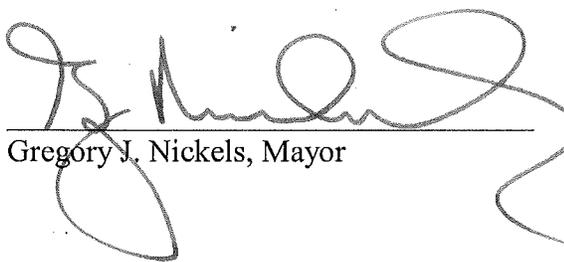


1 The Director of Housing is authorized to enter into the Multifamily Housing Limited
2 Property Tax Exemption Agreement with South Othello Street, LLC or its heirs, successors and
3 assigns that own the Multifamily Housing, concerning the Multifamily Housing, in substantially
4 the form attached as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

5 Adopted by the City Council the 10th day of August, 2009, and signed by me in
6 open session in authentication of its adoption this 10th day of August, 2009.
7

8
9
10 
President _____ of the City Council

11 THE MAYOR CONCURRING:

12
13 
14
15 Gregory J. Nickels, Mayor

16
17
18 Filed by me this 17th day of August, 2009.

19
20 
21 City Clerk Intervin

22 (Seal)

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



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 South Othello Street, 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 MLK @ Holly 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 to be constructed as part of a mixed-use project ("Project") on property situated at 4219 South Othello Street in Seattle, Washington, and described more specifically as follows:

Lots 1,2,3,4 and the east ½ of Lots 5 and 6 in Block 4 of Bowen's Replat of Rainier Gardens, as per plat recorded in Volume 12 of Plats, page 30, records of King County;

Except that portion of Lot 1 as condemned for widening Othello Street under King County Superior Court Cause No. 139213;

And except the south 3.5 feet of said Lot 6;

And except that portion conveyed by deed recorded under King County recording number 20040203000383,

Situate in the City of Seattle, County of King, State of 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. 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.

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.

APPLICANT: South Othello Street, LLC
4001 South Chicago Street
Seattle WA 98118
Phone: (206) 722-1010 Fax: (206) 722-1515
Attention: Mike Hlastala

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.



Amy Gray/ASG
OH South Othello Station MFTE Reso Exhibit A
June 26, 2009
Version #1

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 South Othello Station MFTE Reso Exhibit A
June 26, 2009
Version #1

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

CITY:
The City of Seattle

APPLICANT:
South Othello Street, LLC
a Washington limited liability company

By: _____
Adrienne E. Quinn, Director of Housing
Date: _____

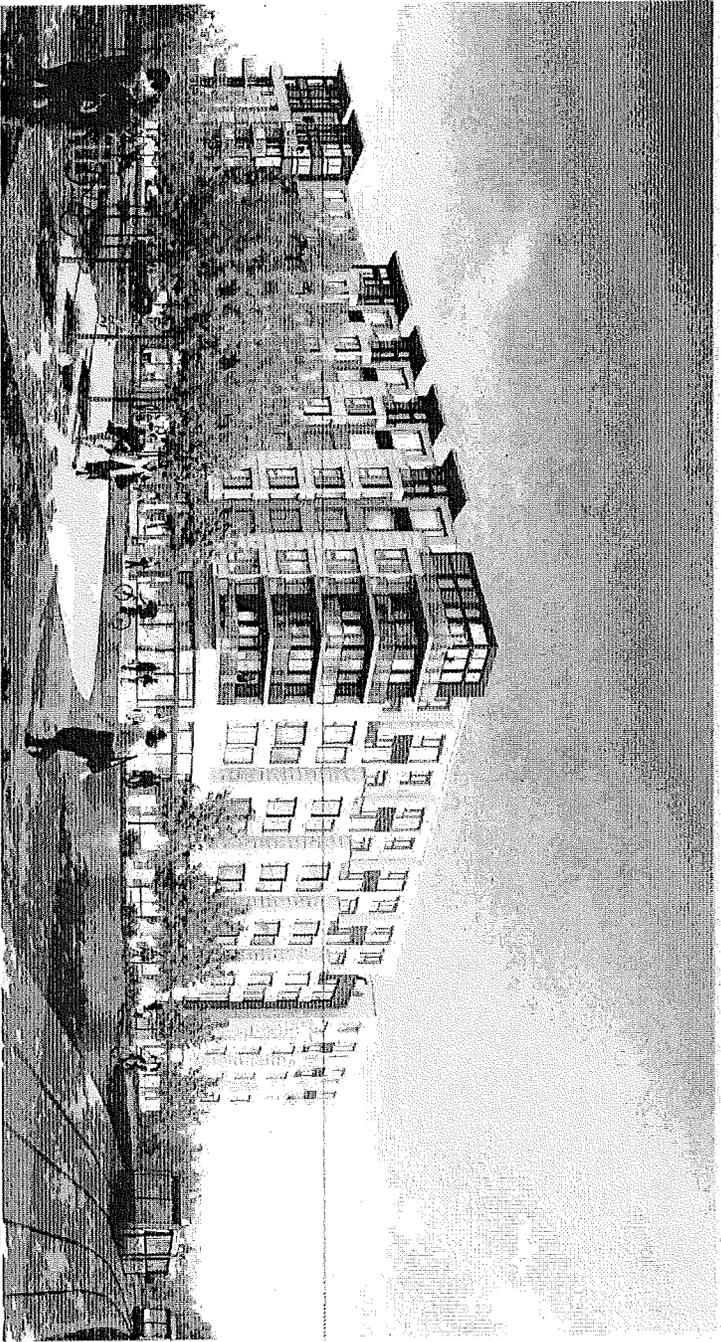
By: _____
Steve Rauf, Its Managing Member
Date: _____



Amy Gray/ASG
OH South Othello Station MFTE Reso Exhibit A
June 26, 2009
Version #1

Attachment A
Site Plans and Elevations





The Station at Othello Park

Design Development

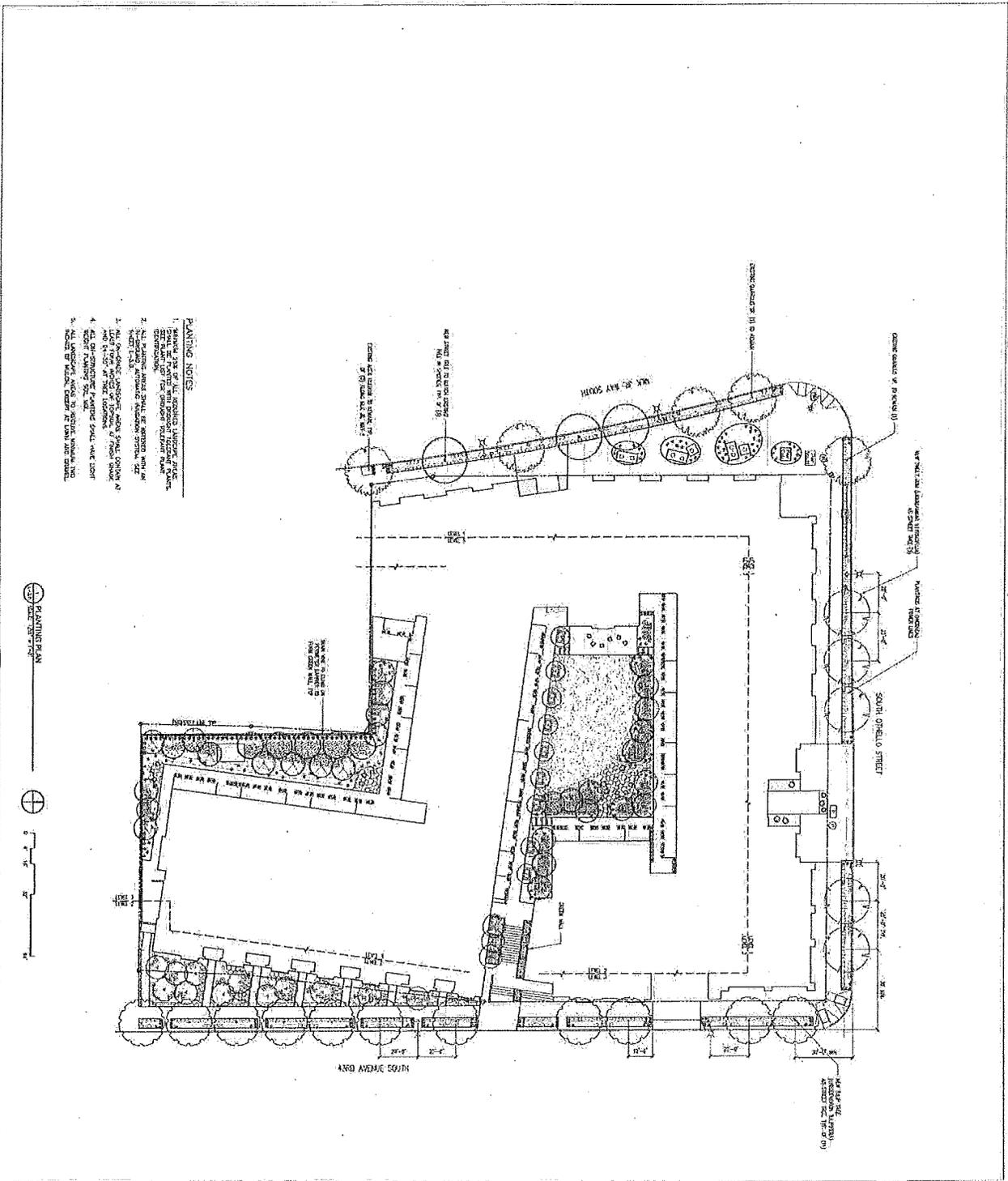
Document Release

06

November 21, 2008

ARCHITECTS
ruffcorn mott hinthorne stine





- PLANTING NOTES**
1. REMOVE EXISTING PLANTING AND RELOCATE TO NEW PLANTING AREA AS SHOWN ON THIS PLAN.
 2. ALL PLANTING SHALL BE INSTALLED WITH AN EXISTING GRASS AND SOIL PROFILE.
 3. ALL PLANTING SHALL BE INSTALLED WITH AN EXISTING GRASS AND SOIL PROFILE.
 4. ALL PLANTING SHALL BE INSTALLED WITH AN EXISTING GRASS AND SOIL PROFILE.
 5. ALL PLANTING SHALL BE INSTALLED WITH AN EXISTING GRASS AND SOIL PROFILE.

PLANTING PLAN



ARCHITECTS

CENTRAL BUILDING
 610 74th Avenue South 220
 Seattle, WA 98104
 www.ruffcornmott.com

KAREN KLEIST
 LANDSCAPE ARCHITECT
 111 1st Avenue South, Suite 100
 Seattle, WA 98104
 206-466-4492

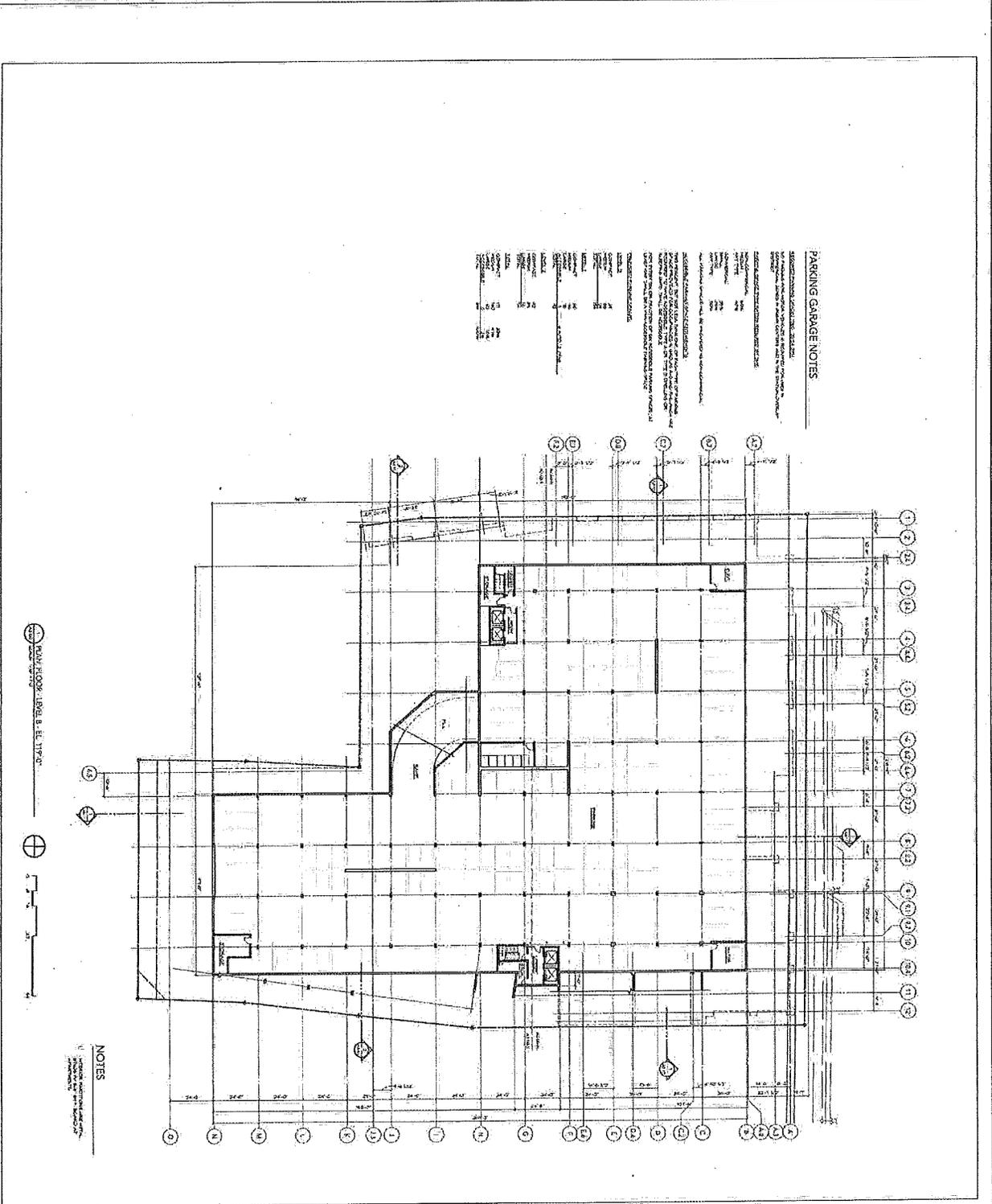
ruffcorn mott hinthorne stine

Opello Station
 South Opello Street
 Seattle, WA 98104



L-2.0





PARKING GARAGE NOTES

1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING CODE (IBC) AND THE VIRGINIA BUILDING CODE (VBC).

2. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL MECHANICAL AND ELECTRICAL CODE (IMC) AND THE VIRGINIA MECHANICAL AND ELECTRICAL CODE (VMC).

3. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL PLUMBING AND MECHANICAL CODE (IPMC) AND THE VIRGINIA PLUMBING AND MECHANICAL CODE (VPMC).

4. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL FIRE AND SAFETY CODE (IFSC) AND THE VIRGINIA FIRE AND SAFETY CODE (VFSC).

5. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL SAFETY CODE (ISC) AND THE VIRGINIA SAFETY CODE (VSC).

6. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL CODE OF BOATS (ICB) AND THE VIRGINIA CODE OF BOATS (VCB).

7. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL CODE OF BOATS (ICB) AND THE VIRGINIA CODE OF BOATS (VCB).

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NOTES

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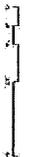
7. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL CODE OF BOATS (ICB) AND THE VIRGINIA CODE OF BOATS (VCB).

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10. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL CODE OF BOATS (ICB) AND THE VIRGINIA CODE OF BOATS (VCB).

PLAN FLOOR LEVEL B, EL. 179.0'



ARCHITECTS

CENTRAL BUILDING
610 73rd Avenue Suite 210
Seattle, WA 98104
www.ruffcorn.com
206.453.4443
206.453.4491

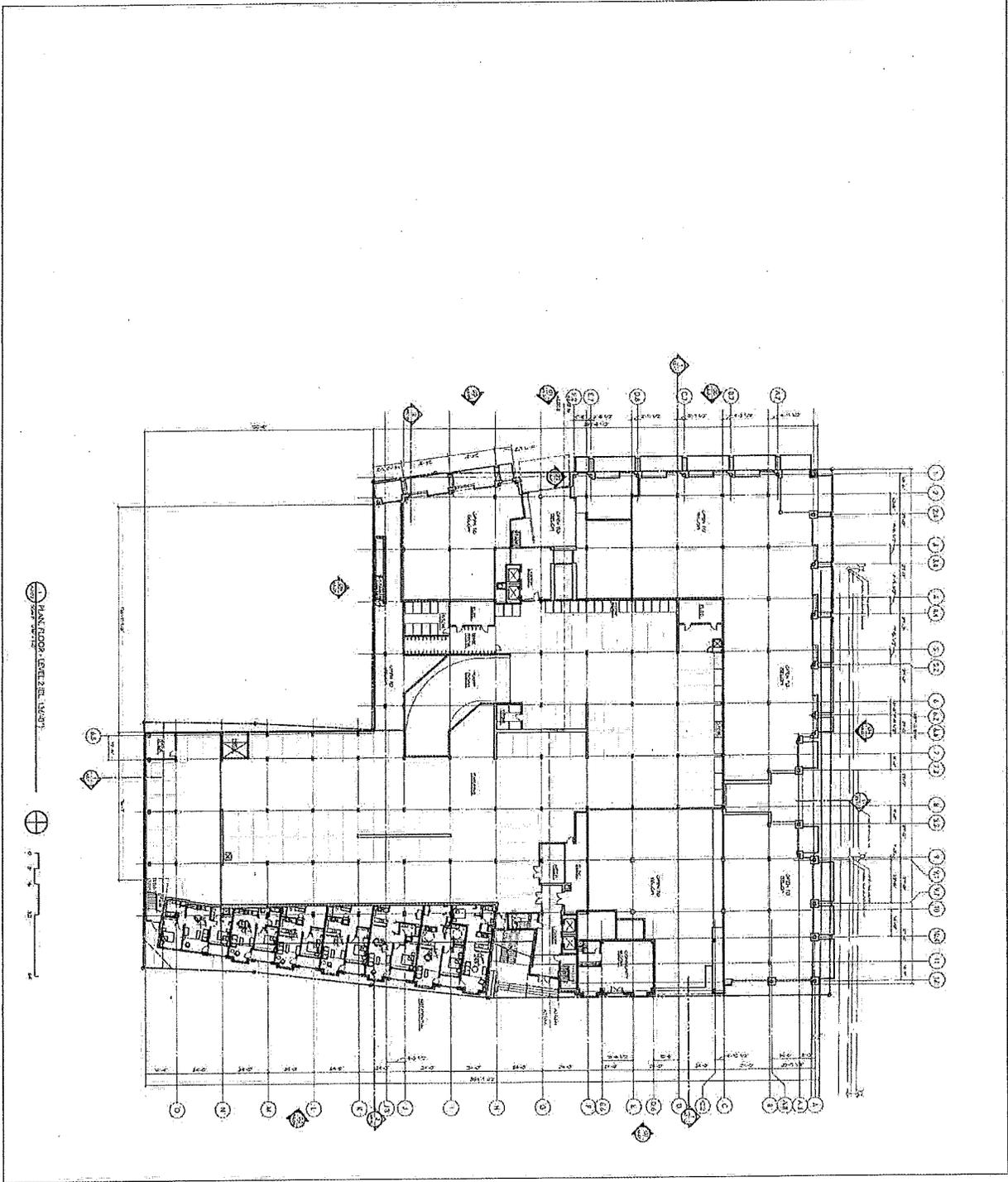
ruffcorn mott hinthorne stine

The Station at
Chhillo Park
437 South Orange Street
Seattle, WA 98118

PLAN - LEVEL B

A2.00





⊕ MAIN FLOOR - LEVEL 2, 1:800



0 1 2

CENTRAL BUSINESS
 913 First Avenue, Suite 4, 200
 Seattle, WA 98101
 www.ruffcornmott.com

206-452-1643 v
 206-452-0149 f

ARCHITECTS

ruffcorn mott hinthorne stine

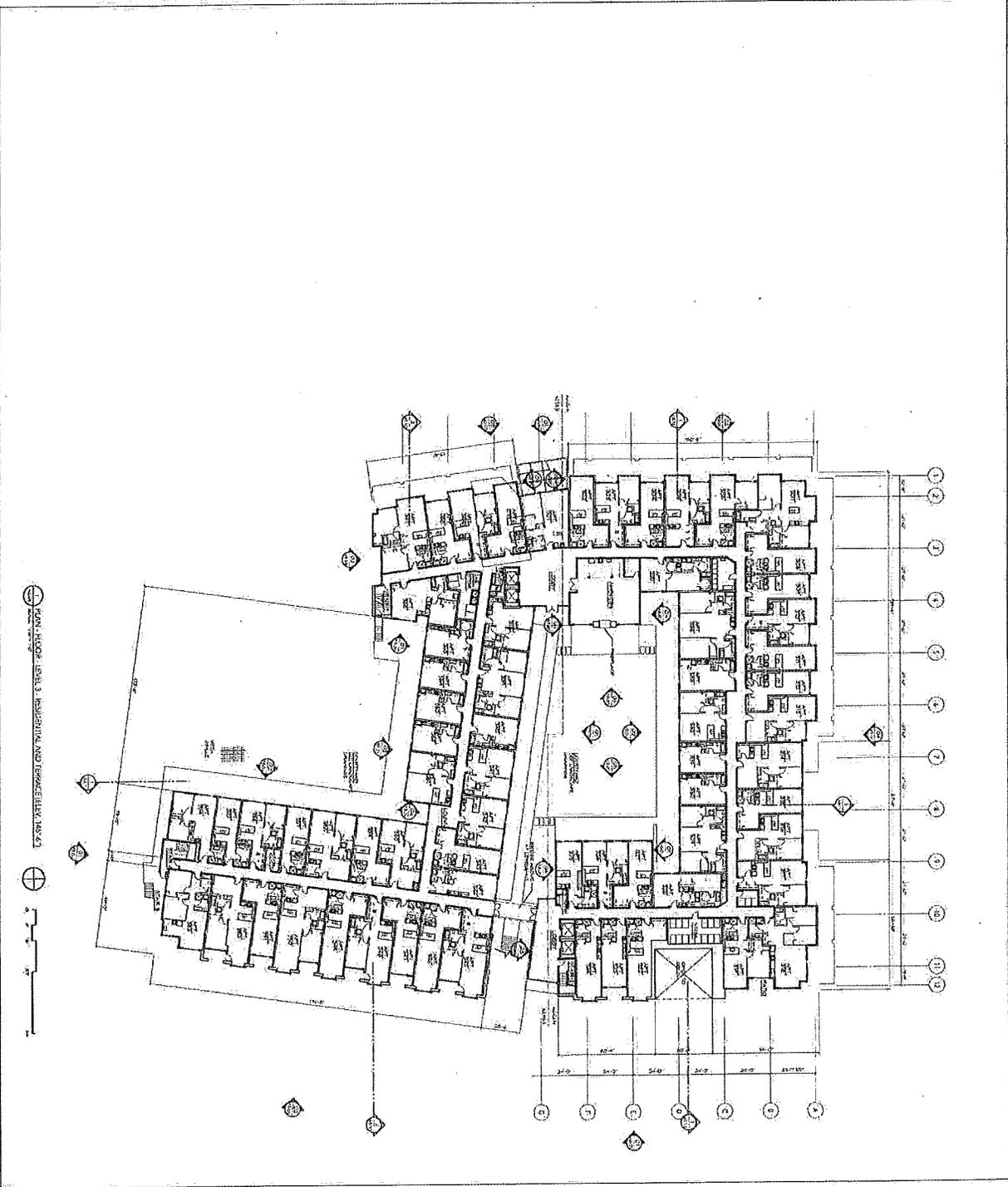
A2.02

Project Name	
Client	
Location	
Scale	
Date	
Author	
Reviewer	
Checked	
Approved	

The Station at
 Olympic Park
 4215 South Olympic Avenue
 Seattle, WA 98148

PLAN - LEVEL 2





ARCHITECTS

CENTRAL BUILDING
 110 Third Avenue, Suite 220
 Seattle, WA 98104
 www.ruffcornmott.com

206.462.4433
 206.462.4434

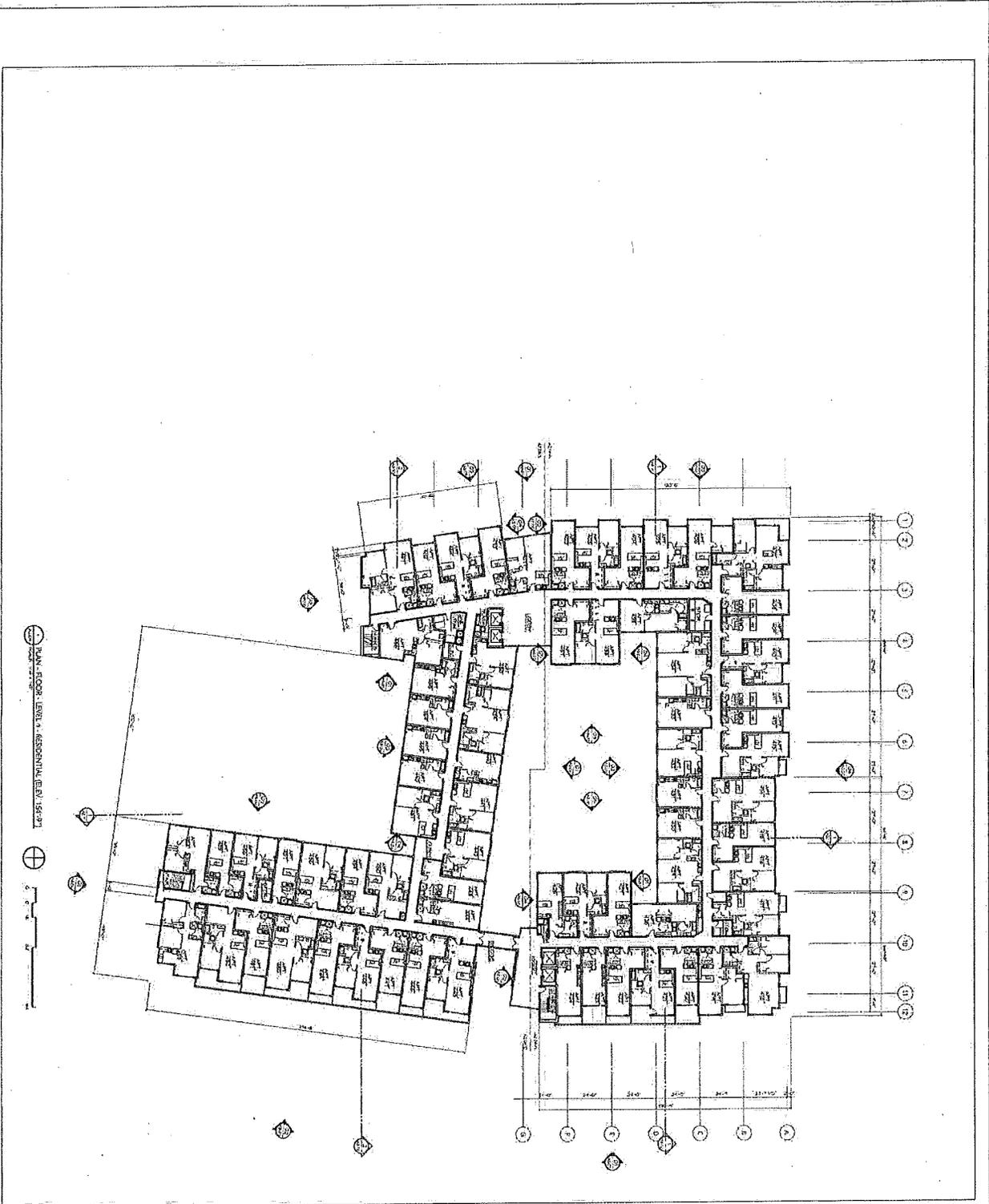
ruffcorn mott hinthorne stine

The Station at
 Ohio State Park
 4770 South Olympic Street
 Seattle, WA 98148

PLAN - LEVEL 3

A2.03





PLAN - FLOOR LEVEL 4 - ASSISTANT CLERK (15-07)



A2.04

DATE	DESCRIPTION

NO.	REVISION

Project Name
 The Station at
 Oldfield Park
 4275 South Oldfield Street
 Fairfax, VA 22031

PLAN - LEVEL 4

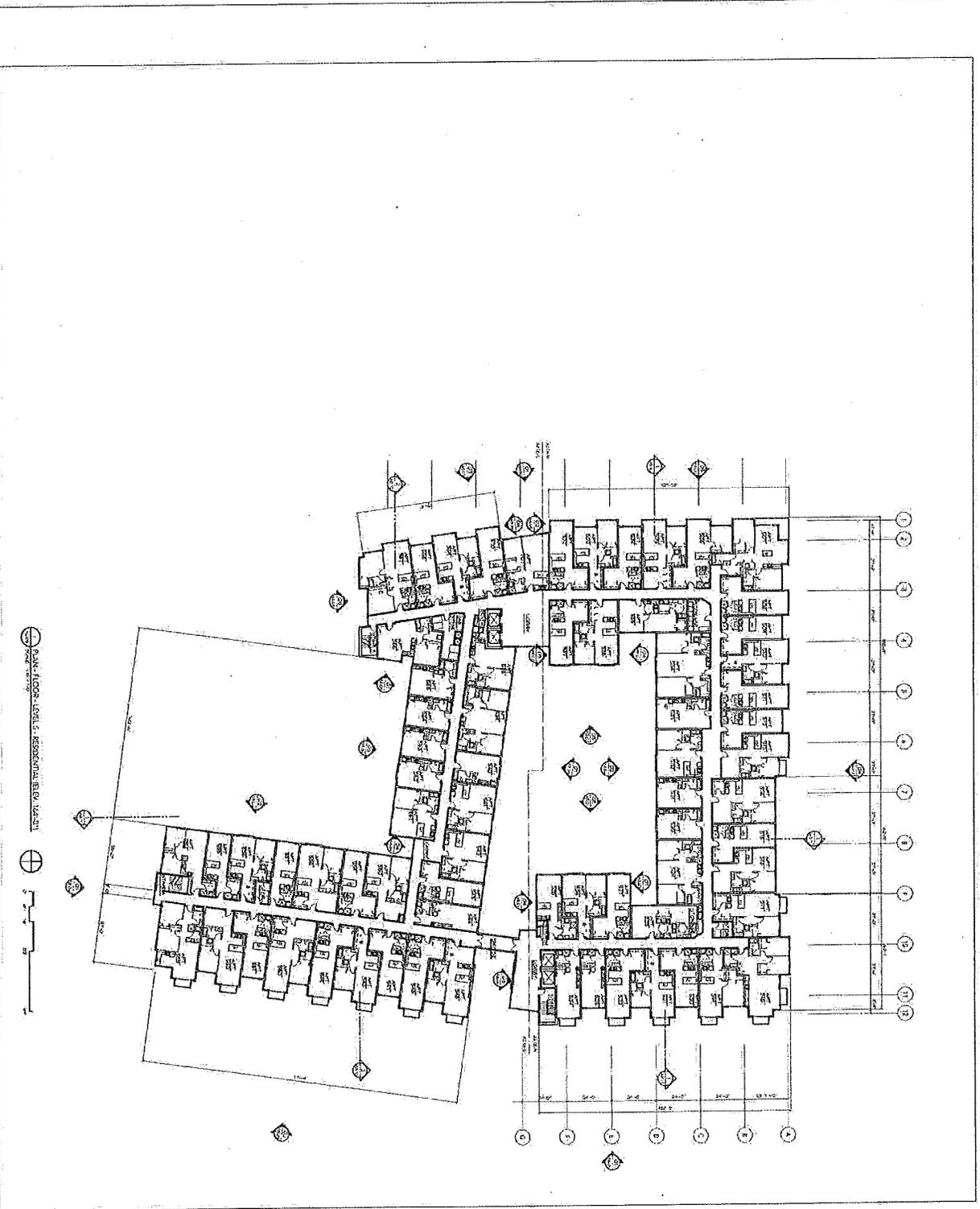
CENTRAL BUILDING
 810 Third Avenue, Suite 222
 Seattle, WA 98104
 www.ruffcornmott.com

206.426.4482 x
 206.426.4197

ARCHITECTS

ruffcorn mott hinthorne stine





PLAN FLOOR LEVEL 5 RESIDENTIAL BLDG. V.04.2011



A2.05

NO.	DATE	DESCRIPTION

The Station at
Orinello Park
10000 10th Street
Seattle, WA 98148

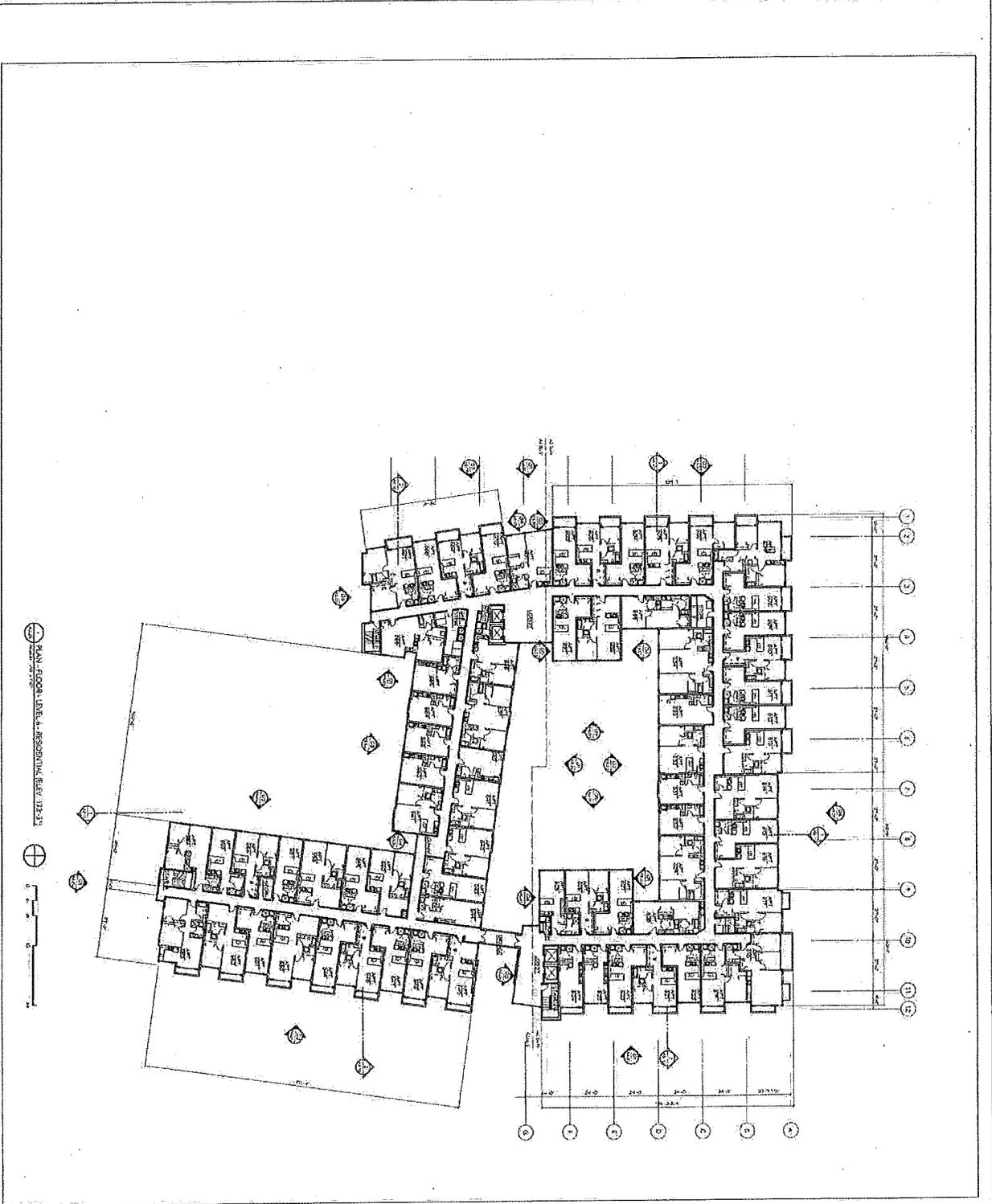
PLAN - LEVEL 5

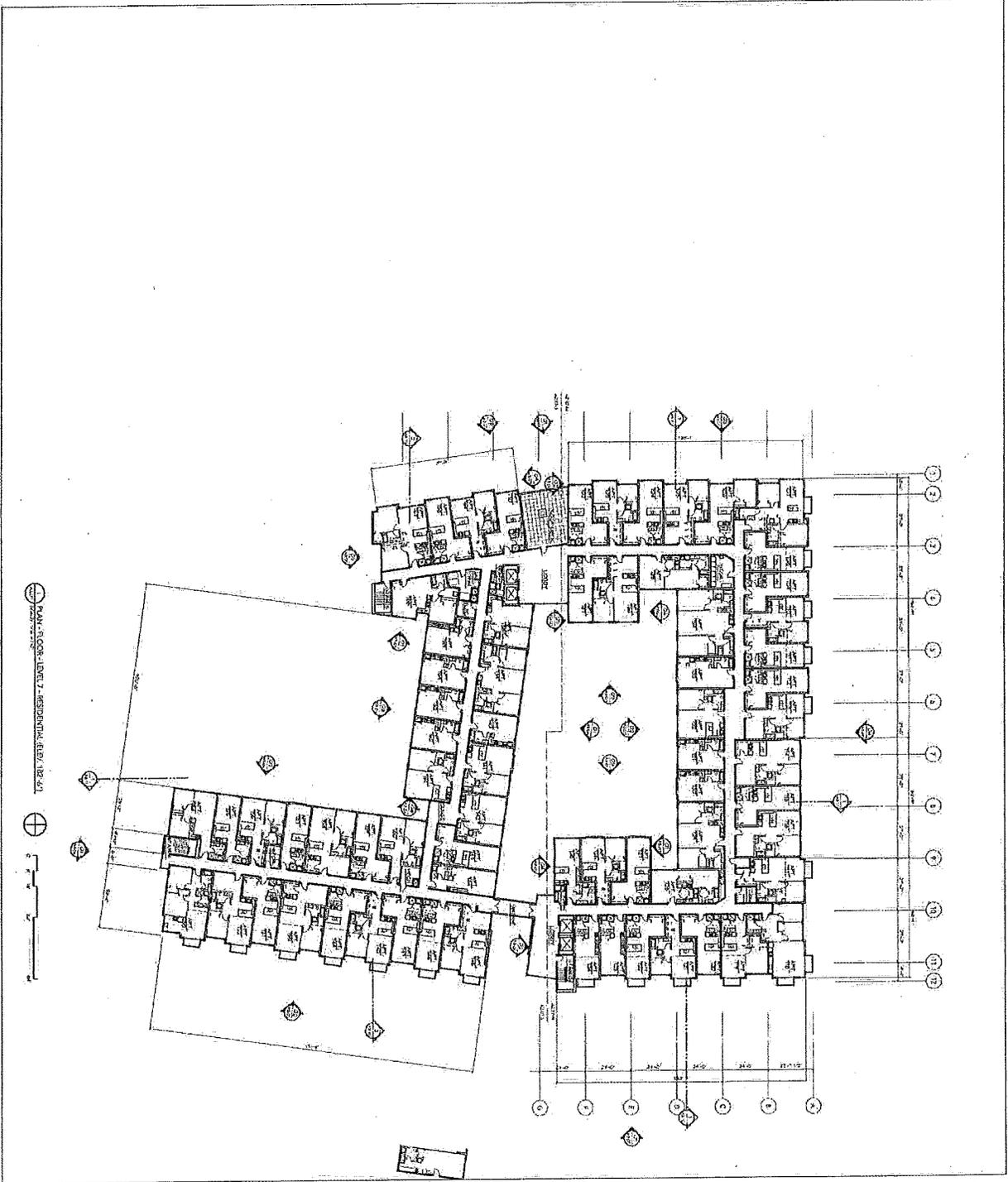
CENTRAL BUILDING
810 7th Avenue Suite 220
Seattle, WA 98104
www.ruffcornmott.com
206.455.6643
206.455.6644

ARCHITECTS

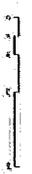
ruffcorn mott hinthorne stine







PLAN - 5008 - LEVEL 2 - RESIDENTIAL (REV. 10.24.11)



CENTRAL BUILDING
 810 Third Avenue Suite 2250
 Seattle, WA 98104
 www.ruffcornmott.com
 206.425.4444
 206.425.4499

ARCHITECTS

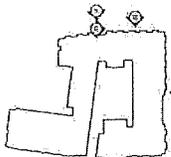
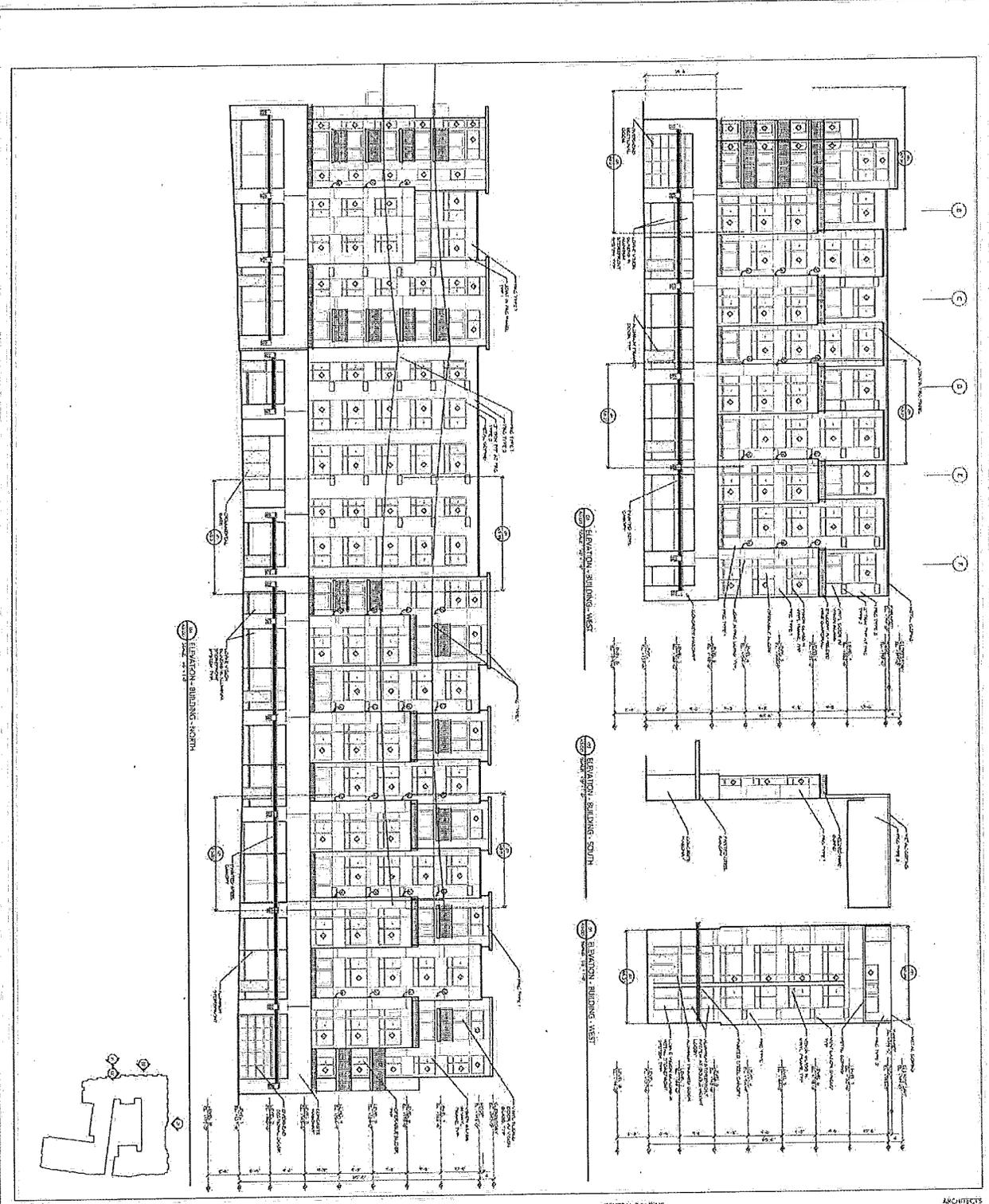
ruffcorn mott hinthorne stine

The Station at
 Obello Park
 4200 South Duwamish Street
 Seattle, WA 98118

PLAN - LEVEL 2

A2.07





A3.00

Project Name	
Client	
Architect	
Date	

The Station at
Ohio Park
4211 South Chesnut Street
Seattle, WA, 98148

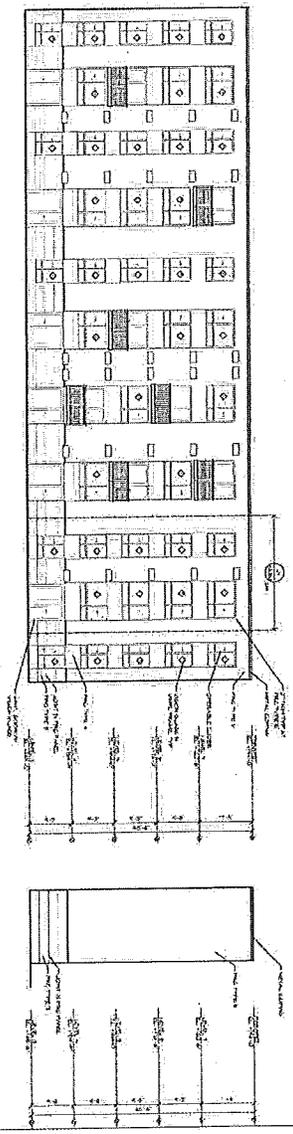
Project Name	
Client	
Architect	
Date	

CENTRAL BUILDING
150 Third Avenue South 210
Seattle, WA 98101
www.ruffcornmott.com
206.435.4440
206.435.4400

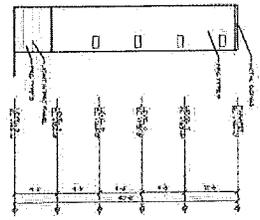
ARCHITECTS

ruffcorn mott hinthorne stine

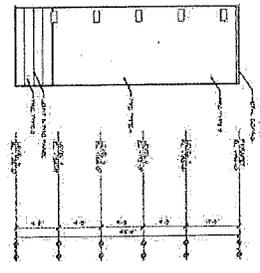




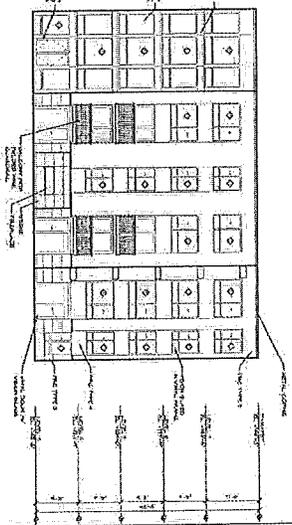
23 ELEVATION - BUILDING - SOUTH AT COURTWARD



24 ELEVATION - BUILDING - SOUTH AT COURTWARD

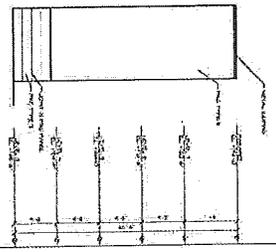


25 ELEVATION - BUILDING - NORTH AT COURTWARD



26 ELEVATION - BUILDING - EAST AT COURTWARD

27 ELEVATION - BUILDING - NORTH AT COURTWARD



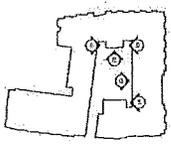
ARCHITECTS

CENTRAL BUILDING
 810 Third Avenue, Suite 220
 Seattle, WA 98104
 www.rhincorp.com
 206.495.6439
 206.495.6447

ruffcorn mott hinthorne stine

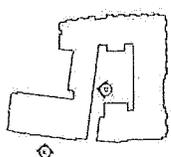
The Station at
 Otisville Park
 4300 Aurora Avenue
 Seattle, WA 98105

ELEVATIONS -
 NORTH BUILDING



A3.02

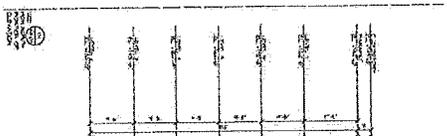
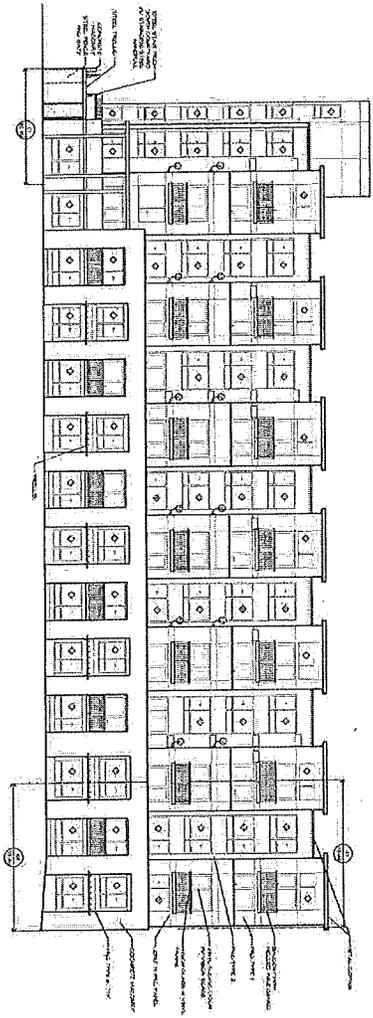




A3.03

Project Name	The Station at Otello Park
Client	Metrolink
Architect	ruffcorn mott hinthorne stine
Date	11/11/11
Scale	1/8" = 1'-0"
Sheet	A3.03

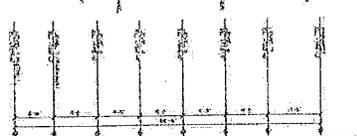
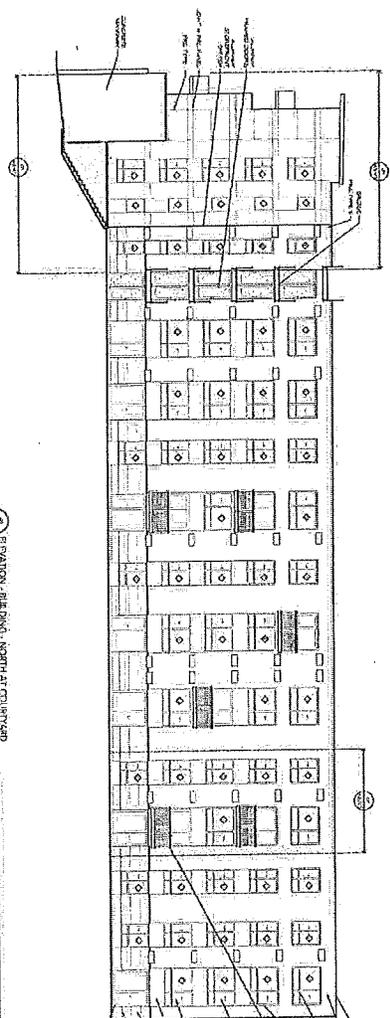
SECTION - ELEVATION - BUILDING - EAST



The Station at
Otello Park
Metrolink
Pasadena, CA 91108

Architect	ruffcorn mott hinthorne stine
Project Name	The Station at Otello Park
Client	Metrolink
Date	11/11/11
Scale	1/8" = 1'-0"
Sheet	A3.03

SECTION - ELEVATION - BUILDING - NORTH AT CORNER



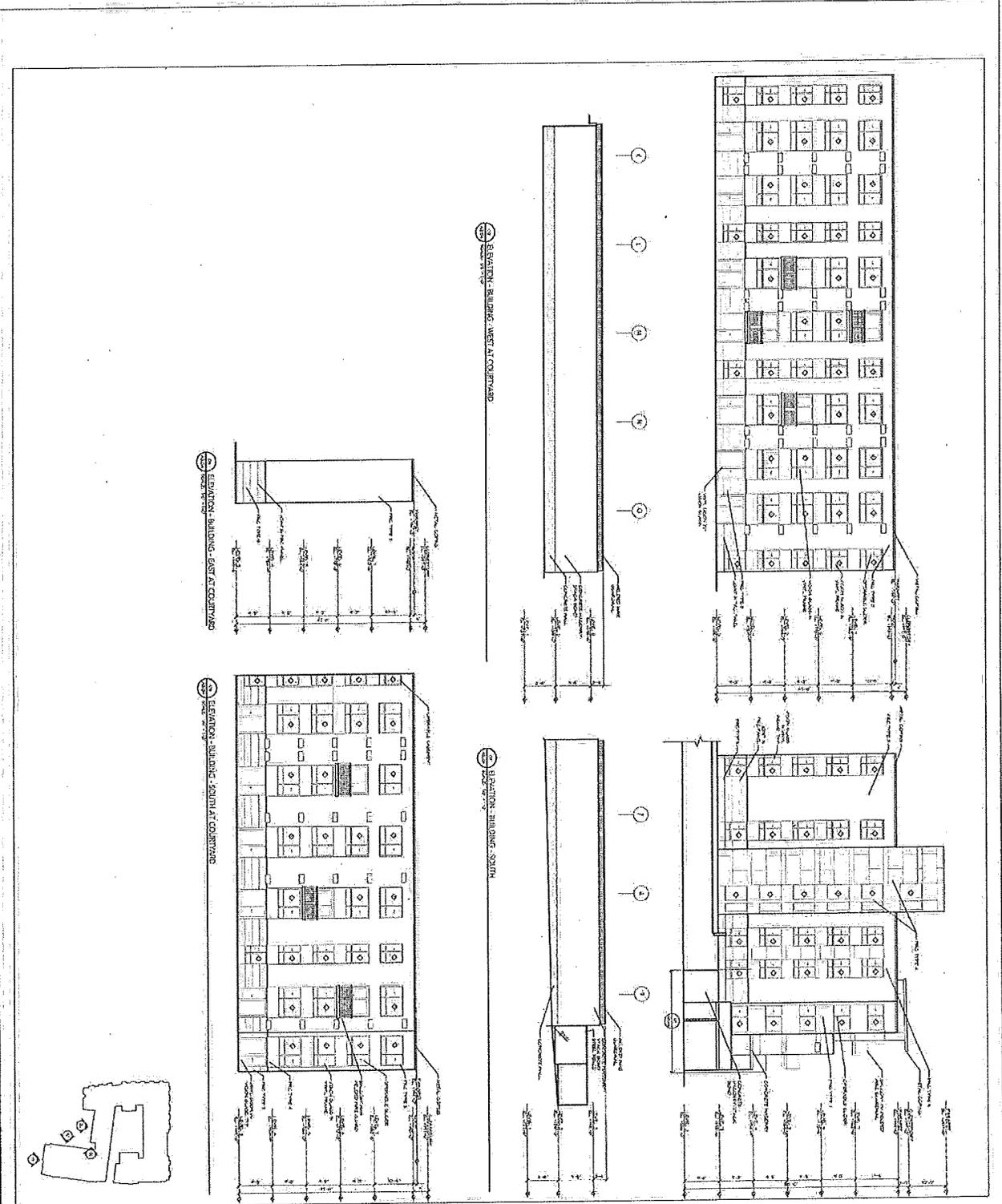
CENTRAL BUILDING
800 Third Avenue, Suite 220
Seattle, WA 98104
www.ruffcorn.com

206.425.4433
206.425.1441

ruffcorn mott hinthorne stine

ARCHITECTS





CENTRAL BUILDING
 610 7th Avenue Suite 220
 Seattle, WA 98101
 www.ruffcornmott.com
 206.495.4433
 206.495.4447

ARCHITECTS

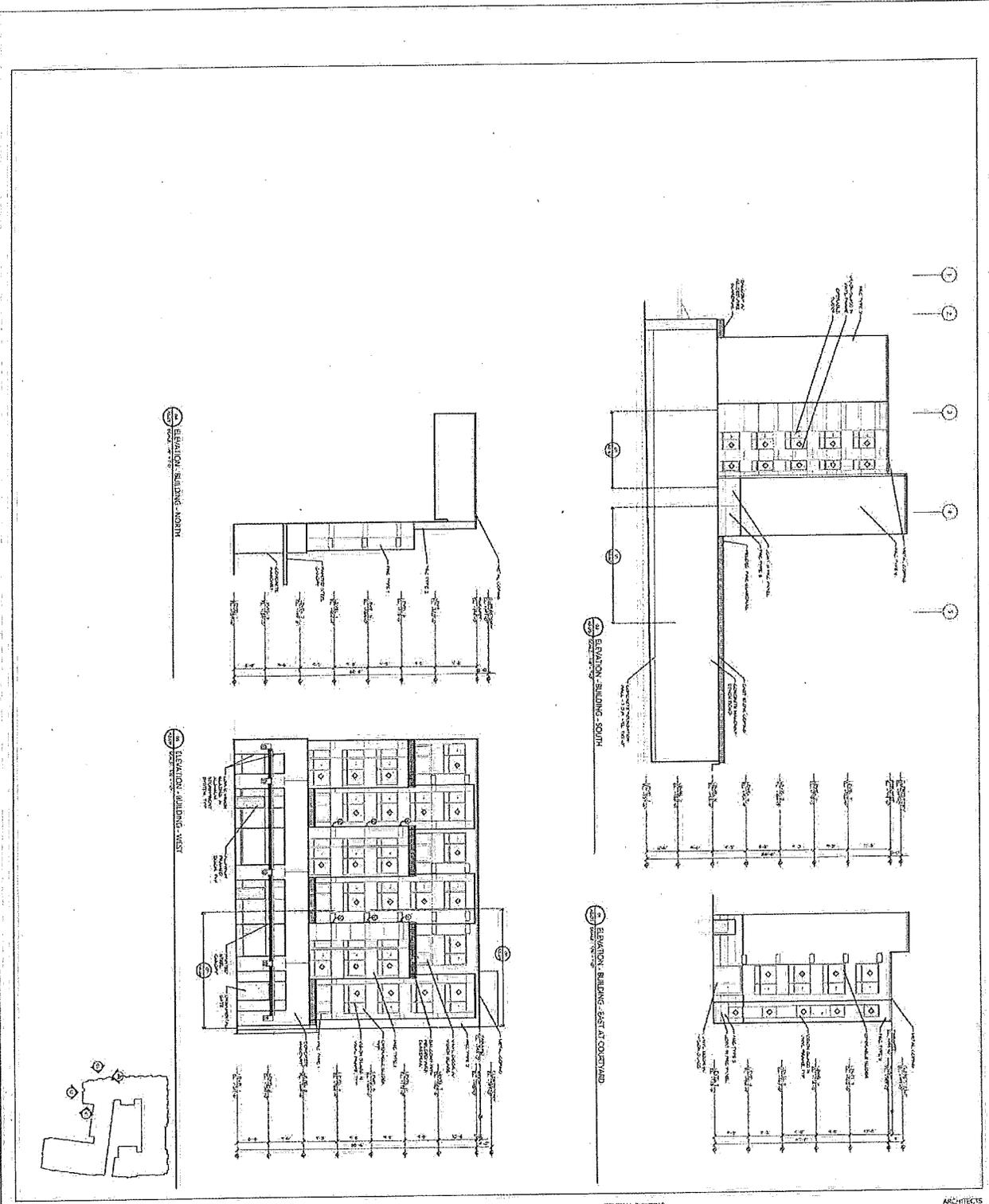
ruffcorn mott hinthorne stine

The Station at
 Offisello Park
 4201 South Oakes Street
 Seattle, WA 98148

ELEVATIONS -
 EXTERIOR -
 SOUTH BUILDING

A3.04



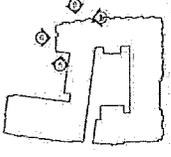


25 ELEVATION - BUILDING - NORTH

26 ELEVATION - BUILDING - WEST

27 ELEVATION - BUILDING - SOUTH

28 ELEVATION - BUILDING - EAST (CORNER)



A3.05

Project Name	
Client	
Architect	
Date	

The Station at
Ohiole Park
300 West Orange Street
Cincinnati, OH 45219

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
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CENTRAL BUILDING
610 Third Avenue, Suite 229
Boston, MA 02118
www.rhff.com

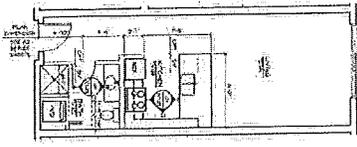
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205.405.4400 f

ruffcorn mott hinthorne stine

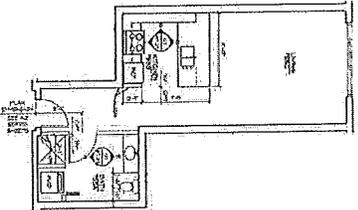
ARCHITECTS



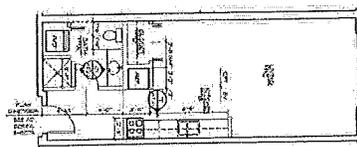
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- 2. Room dimensions and furniture are shown in grey.
- 3. Room dimensions and furniture are shown in white.
- 4. Room dimensions and furniture are shown in light grey.
- 5. Room dimensions and furniture are shown in dark grey.



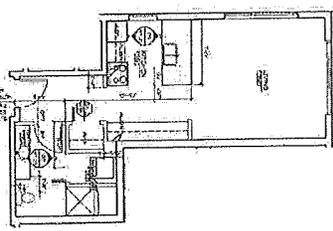
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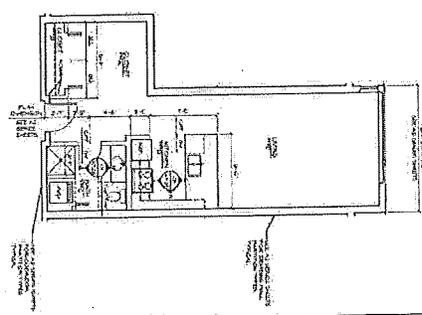
ENLARGED PLAN - STUDIO 8



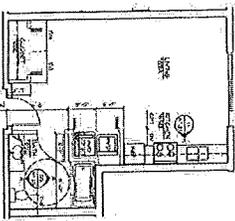
ENLARGED PLAN - STUDIO 1



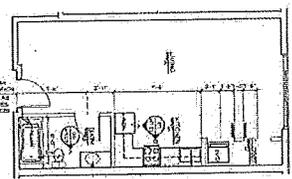
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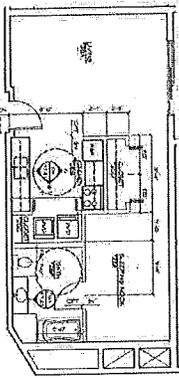
ENLARGED PLAN - STUDIO 1, TYPE A



ENLARGED PLAN - STUDIO 1, TYPE A



ENLARGED PLAN - STUDIO 2



ENLARGED PLAN - STUDIO 1, TYPE A

CENTRAL BUILDING
 215 Third Avenue Suite 210
 Seattle, WA 98104
 www.ruffcornmott.com
 Tel: 206.441.4444
 Fax: 206.441.4444

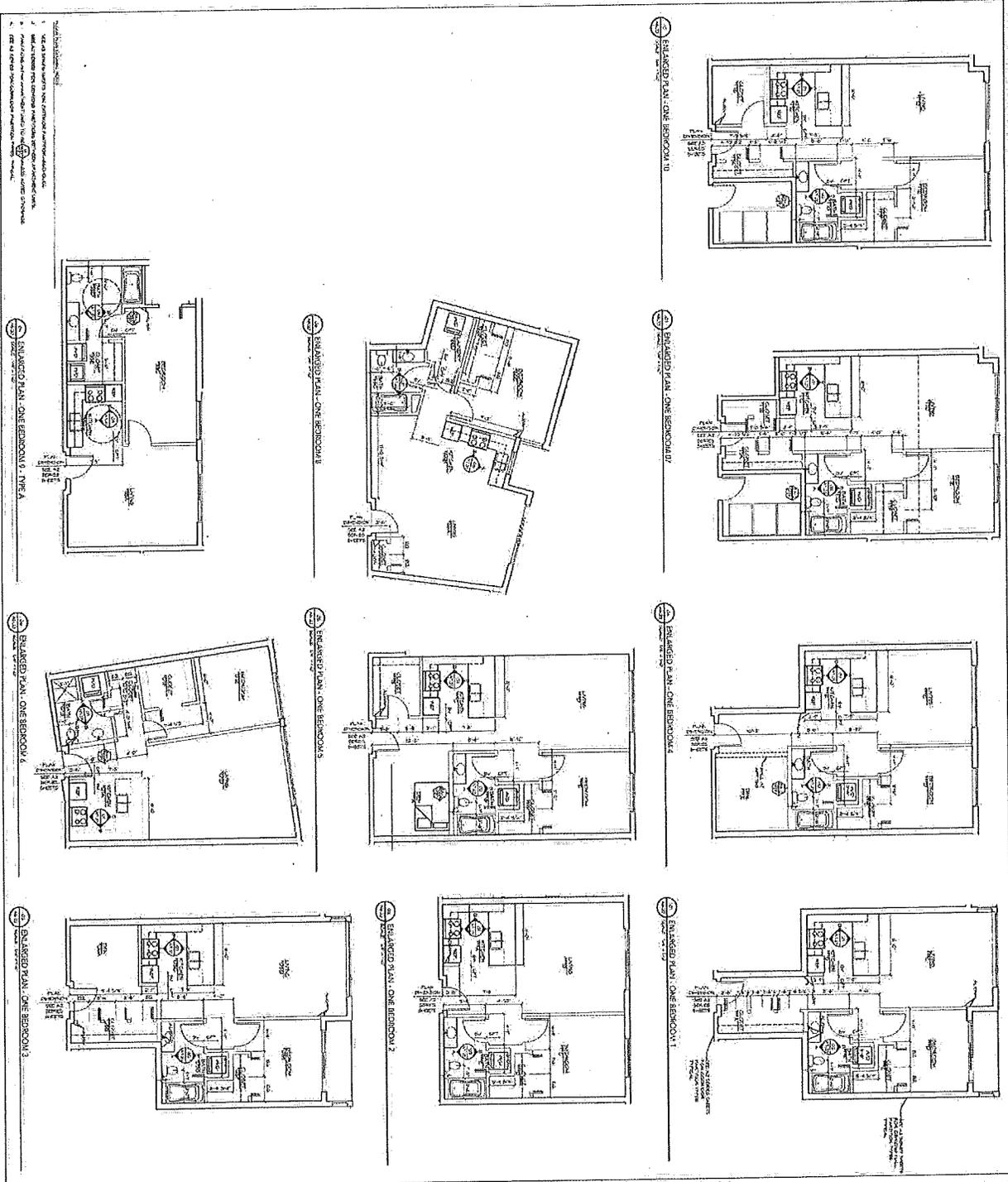
ruffcorn mott hinthorne stine

The Station at
 Olympic Park
 Seattle, WA 98108

ENLARGED PLANS
 - STUDIO UNITS

A6.21





1. SEE ALL FINISHES AND MATERIALS FOR FINISHES AND MATERIALS.
 2. SEE ALL FINISHES AND MATERIALS FOR FINISHES AND MATERIALS.
 3. SEE ALL FINISHES AND MATERIALS FOR FINISHES AND MATERIALS.
 4. SEE ALL FINISHES AND MATERIALS FOR FINISHES AND MATERIALS.

ARCHITECTS

GENERAL BUILDING:
 810 Third Avenue, Suite 2200
 Seattle, WA 98104
 www.ruffcornmott.com

736.405.6443
 202.405.6447

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The Station at
 Olympic Park
 1000 Olympic Blvd.
 Seattle, WA 98107

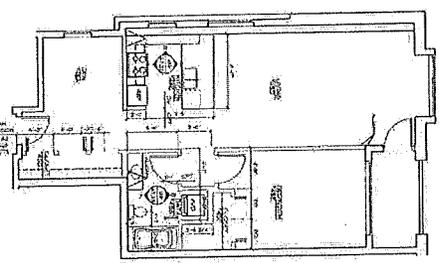
ENLARGED PLANS
 - ONE BEDROOM
 UNITS

A6.22

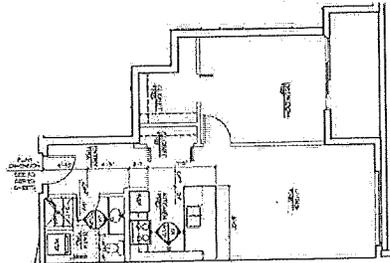


1. USE OF ROOMS SHALL BE AS INDICATED IN THESE PLANS UNLESS OTHERWISE NOTED.
2. ALL ROOMS SHALL BE FINISHED TO THE FINISHES SHOWN ON THESE PLANS UNLESS OTHERWISE NOTED.
3. ALL ROOMS SHALL BE FINISHED TO THE FINISHES SHOWN ON THESE PLANS UNLESS OTHERWISE NOTED.
4. ALL ROOMS SHALL BE FINISHED TO THE FINISHES SHOWN ON THESE PLANS UNLESS OTHERWISE NOTED.

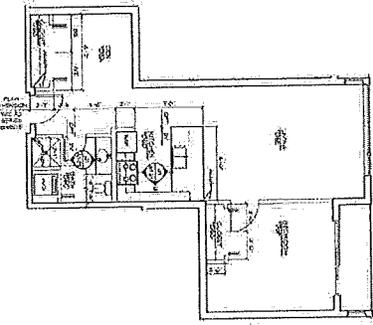
ENLARGED PLAN - ONE BEDROOM 4



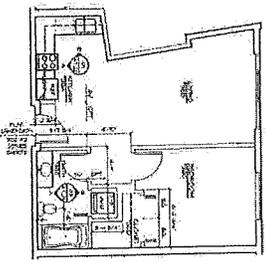
ENLARGED PLAN - ONE BEDROOM 1



ENLARGED PLAN - ONE BEDROOM 2



ENLARGED PLAN - ONE BEDROOM 3



ARCHITECTS

CENTRAL BUILDING
 810 Third Avenue, Suite 200
 Seattle, WA 98104
 206.425.4463
 206.425.6444

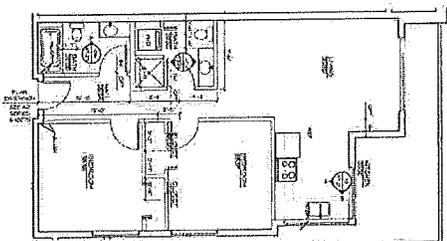
ruffcorn mott hinthorne stine

The Station at
 Othello Park
 4207 24th Avenue, SE
 Seattle, WA 98148

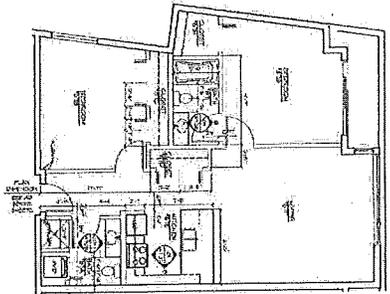
ENLARGED PLANS
 - ONE BEDROOM
 UNITS

A6.23

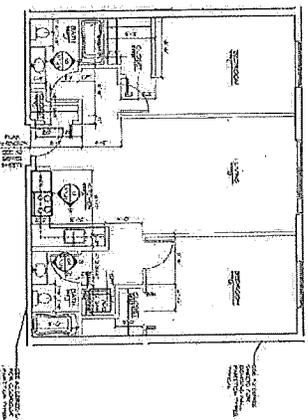




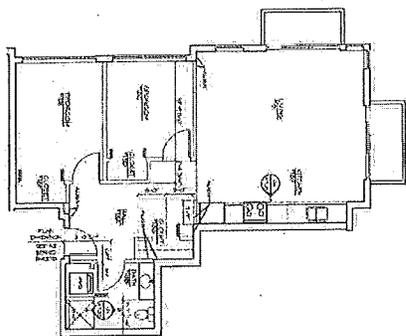
ENLARGED PLAN - TWO BEDROOMS



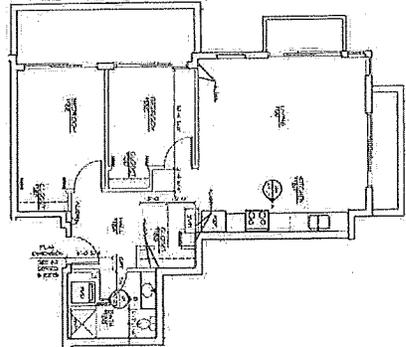
ENLARGED PLAN - TWO BEDROOMS



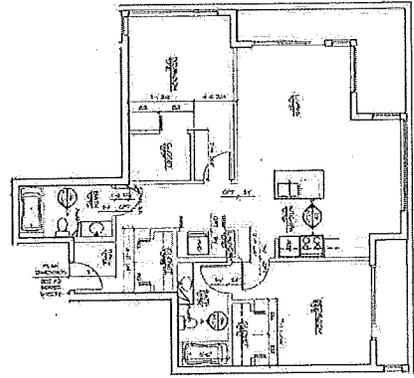
ENLARGED PLAN - TWO BEDROOMS



ENLARGED PLAN - TWO BEDROOMS



ENLARGED PLAN - TWO BEDROOMS



ENLARGED PLAN - TWO BEDROOMS

1. SEE PLAN FOR FINISHES AND MATERIALS.
 2. SEE PLAN FOR FINISHES AND MATERIALS.
 3. SEE PLAN FOR FINISHES AND MATERIALS.
 4. SEE PLAN FOR FINISHES AND MATERIALS.

ARCHITECTS

CENTRAL BUILDING
 810 Third Avenue, Suite 220
 Seattle, WA 98104
 www.rhuffcornmott.com
 206.457.4444
 1 206.457.4444

ruffcorn mott hinthorne stine

The Station at
 Otello Park
 4200 Park Cross Street
 Seattle, WA 98105

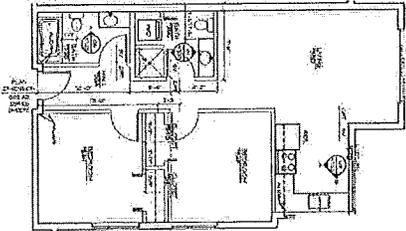
ENLARGED PLANS
 - TWO BEDROOM
 UNITS

A6.24

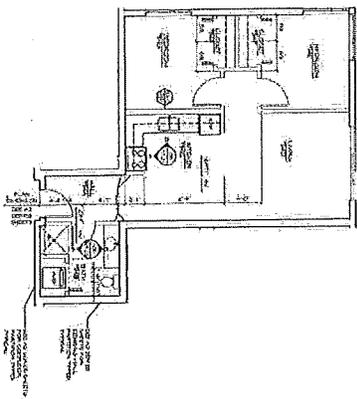


1. All work shall be in accordance with the following specifications:
1. All work shall be in accordance with the following specifications:
 2. All work shall be in accordance with the following specifications:
 3. All work shall be in accordance with the following specifications:
 4. All work shall be in accordance with the following specifications:

ENLARGED PLAN - TWO BEDROOM 2



ENLARGED PLAN - TWO BEDROOM



CONTRACT BUILDING
 810 Third Avenue Suite 220
 Seattle, WA 98104
 www.ruffcornmott.com
 206.425.4434
 206.425.4401

ARCHITECTS

ruffcorn mott hinthorne stine

The Station at
 Othello Park
 4450 1st Avenue
 Seattle, WA 98107

ENLARGED PLANS
 - TWO BEDROOM
 UNITS

A6.25



FISCAL NOTE FOR NON-CAPITAL PROJECTS

Department:	Contact Person/Phone:	DOF Analyst/Phone:
Office of Housing	Amy Gray 4-0232	Amanda Allen 4-8894

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 South Othello Street, LLC for new multifamily rental housing to be constructed as part of a mixed use project on property situated at 4219 South Othello 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 in a mixed use project to be constructed at 4219 South Othello 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% 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:** *(Include brief description of the purpose and context of legislation and include record of previous legislation and funding history, if applicable):*
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 352 rental housing units.
- The project will contain 160 studio units, 151 one-bedroom units and 41 two-bedroom units.
- A total of 20% (71) of the units will be affordable to households with incomes between \$47,200 and \$68,310 (80% of median income for the studio and one-bedroom units and 90% of media income for the two-bedroom units).
- The seventy-one affordable units will be comprised of 32 studio units, 30 one-bedroom units, and nine two-bedroom units.
- The total value of the first year exemption is \$626,204, of which \$202,772 is Seattle’s portion.
- The project is estimated to add \$0.78 to the tax bill of the average assessed-valued



home of \$530,800 in the first year of exemption.

- There is no other City funding in the project.

- *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.)*





City of Seattle

Gregory J. Nickels, Mayor

Office of the Mayor

July 14, 2009

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 Housing to enter into an agreement with South Othello Street, LLC to provide a property tax exemption under Chapter 5.73 of the Seattle Municipal Code, the Multifamily Housing Property Tax Exemption Program (also known as the "Seattle Homes Within Reach Program") for housing under development at 4219 South Othello Street. Each application for the Seattle Homes Within Reach Program requires Council adoption of a Resolution that authorizes the Director 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 will contain 352 rental units (160 studio units, 151 one-bedroom units, and 41 two-bedroom units). At this time, the developer anticipates that 20% of the units will be affordable to households earning between \$47,200 and \$68,310 per year, depending on the household size (80% of median income for the studio and one-bedroom units and 90% of median income for two-bedroom units).

The Othello Station South project will help achieve multiple housing objectives in the MLK @ Holly 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,


GREG NICKELS
Mayor of Seattle

cc: Honorable Members of the Seattle City Council



RW 31148

STATE OF WASHINGTON - KING COUNTY

--SS.

243775
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 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:31148-31150 TITLE

was published on

08/21/09

The amount of the fee charged for the foregoing publication is the sum of \$ 70.75, which amount has been paid in full.

Val Wald

Subscribed and sworn to before me on
08/21/09 *Jeffrey A. Fatzler*

Notary public for the State of Washington,
residing in Seattle



Res 31148

State of Washington, King County

City of Seattle

TITLE-ONLY PUBLICATION

The full text of the following resolutions, passed by the City Council on August 10, 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. 31150

A RESOLUTION authorizing the Director of Housing to enter into a Multifamily Housing Limited Property Tax Exemption Agreement between the City of Seattle and Harbor West Seattle Four LLC for new multifamily rental housing under construction as part of a mixed-use project on property situated at 4727 42nd Avenue Southwest, Seattle, Washington, under Seattle's Multifamily Housing Property Tax Exemption Program, Chapter 5.73 SMC.

RESOLUTION NO. 31149

A RESOLUTION authorizing the Director of Housing to enter into a Multifamily Housing Limited Property Tax Exemption Agreement between the City of Seattle and W.R.P. Associates Thomas St, L.L.C. for new multifamily rental housing to be constructed as part of a mixed use project on property situated at 801 East Thomas Street, Seattle, Washington, under Seattle's Multifamily Housing Property Tax Exemption Program, Chapter 5.73 SMC.

RESOLUTION NO. 31148

A RESOLUTION authorizing the Director of Housing to enter into a Multifamily Housing Limited Property Tax Exemption Agreement between the City of Seattle and South Othello Street, LLC for new multifamily rental housing to be constructed as part of a mixed use project on property situated at 4219 South Othello Street, Seattle, Washington, under Seattle's Multifamily

Housing Property Tax Exemption Program, Chapter 5.73 SMC.

Date of publication in the Seattle Daily Journal of Commerce, August 21, 2009.

8/21(243775)