

**MULTI-FAMILY HOUSING LIMITED PROPERTY TAX EXEMPTION
AGREEMENT BETWEEN THE CITY OF SEATAC AND [REDACTED]
[REDACTED] FOR [REDACTED] MULTIFAMILY**

THIS MULTI-FAMILY HOUSING LIMITED PROPERTY TAX EXEMPTION AGREEMENT ("Agreement") is entered into this ____ day of _____, 2022, by and between the City of SeaTac, a Washington municipal corporation (the "City") and [REDACTED] a Washington limited partnership (the "Owner").

RECITALS

WHEREAS, the City has an interest in increasing residential opportunities by stimulating construction of new multi-family housing in the Angle Lake Station Area, as designated in the City's Comprehensive Plan ("Angle Lake Station Area") to increase housing opportunities; and

WHEREAS, the City also seeks to achieve development densities that enhance the use of the community's mass transit opportunities and the public investment in such opportunities and promote community development and fulfillment of the City's Angle Lake Station Area Plan; and

WHEREAS, the City has, pursuant to the authority granted to it by RCW 84.14, designated the City's Urban Center, as designated in the City's Comprehensive Plan, as a Residential Targeted Area for the provision of either eight- or twelve-year limited multi-family property tax exemptions ("MFTE") for qualifying multi-family residential housing; and

WHEREAS, the Angle Lake Station Area is located within the City's Urban Center; and

WHEREAS, the City has, through Chapter 3.85 of the SeaTac Municipal Code ("SMC"), enacted a program whereby property owners may qualify for a Final Certificate of Tax Exemption which certifies to the King County Assessor that the property owner is eligible to receive a limited property tax exemption; and

WHEREAS, pursuant to SMC 3.85.060, the Owner submitted to the City a complete application on [REDACTED] (the "Application"), for a twelve-year MFTE for constructing [REDACTED] units of new multi-family residential housing located in the Angle Lake Station Area, to be referred to as the [REDACTED] multi-family development (the "Project", more specifically described below); and

WHEREAS, the Project is a development also known as [REDACTED] in the City's files [REDACTED]); and

WHEREAS, pursuant to SMC 3.85.070, the City's Community and Economic Development Director and the City Manager have determined that the Project, if completed as

proposed, satisfies the requirements for a twelve-year Final Certificate of Tax Exemption as required under Chapter 3.85 SMC and has approved the Owner's Application; and

WHEREAS, the SeaTac City Council passed Resolution No. 22-___ approving this Agreement and the terms of the Project and eligibility for the MFTE under Chapter 3.85 SMC;

AGREEMENT

NOW, THEREFORE, the City and the Owner do mutually agree as follows:

1. Subject Property and Project.

1.1. The Property. The Owner has submitted to the City preliminary site plans and floor plans for a multi-family residential housing development, located at [REDACTED] in the City's Angle Lake Station Area; (the "Property").

1.2. The Project. The proposed Project on the Property is a multi-family development that will consist of [REDACTED] multi-family [REDACTED] with a total of [REDACTED] units of apartments in a mix of [REDACTED] apartments and parking. During the term of this Agreement, the following housing rent - and income – restrictions shall apply:

1.2.1. A minimum of [REDACTED] of the housing units will be income set-aside for low-income households;

1.2.2. A minimum of [REDACTED] of the housing units will be income set-aside for moderate-income households.

2. Conditional Certificate of Acceptance. Upon execution of this Agreement by all parties, the City shall issue the Owner a conditional certificate of acceptance of tax exemption ("Conditional Certificate"), which shall expire three (3) years from the date of City Council approval unless an extension is granted by the City pursuant to SMC 3.85.070 (D).

3. Final Certificate of Tax Exemption.

3.1. Project Requirements. To qualify for a final certificate of tax exemption ("Final Certificate"), the Owner shall complete construction of the Project on the Property:

3.1.1. in compliance with SMC 3.85.040;

3.1.2. substantially as described in the most recent site plans, floor plans, and elevations on file with the City as of the date of City Council approval of this Agreement;

3.1.3. pursuant to all applicable Project permit conditions and requirements;

- 3.1.4. in compliance with all other generally applicable local, state, and federal land use, environmental, development, and building regulations; and
- 3.1.5. within the three-year time period as provided for on the Conditional Certificate, or within any extension thereof granted by the City.
- 3.2. **Application for Final Certificate.** The Owner may request a Final Certificate upon completion of the Project and the City's issuance of either a temporary or permanent certificate of occupancy. Such request shall be submitted pursuant to the requirements of SMC 3.85.100.
- 3.3. **Granting of Final Certificate.** The City shall review and either grant or deny the Owner a Final Certificate for the Project pursuant to SMC 3.85.100.
- 3.4. **Annual Reporting.** Upon the City's granting of a Final Certificate, the Owner shall be responsible to comply with the annual certification and reporting requirements pursuant to SMC 3.85.110, in addition to any and all other reporting requirements of the King County Assessor's office, to maintain the tax exemption status.
- 3.5. **Cancellation of Tax Exemption.** The tax exempt status of the Project may be cancelled, and the Final Certificate revoked, pursuant to SMC 3.85.120.

4. **General Provisions.**

- 4.1. **Statute References.** In this Agreement, unless the context otherwise requires, a reference to the SMC or other statute or law is a reference to that provision as extended, applied, amended, or enacted from time to time and includes any subordinate legislation.
- 4.2. **Covenants Running with the Land.** The conditions and covenants set forth in this Agreement shall run with the land and the benefits and burdens shall bind and inure to the benefit of the parties. The Owner and every purchaser, assignee, or transferee of an interest in the Property, or any portion thereof, shall be obligated and bound by the terms and conditions of this Agreement and shall be the beneficiary thereof and a party thereto, but only with respect to the Property, or such portion thereof, sold, assigned, or transferred to it. Any such purchaser, assignee, or transferee shall observe and fully perform all of the duties and obligations of the Owner contained in this Agreement, as such duties and obligations pertain to the portion of the Property sold, assigned, or transferred to it.
- 4.3. **Amendment.** This Agreement may not be modified or amended except by writing signed by the parties and pursuant to SMC 3.85.080.

- 4.4. Assignment.** The Owner shall not assign or transfer any interest in this Agreement without the prior written consent of the City, which shall not be unreasonably withheld.
- 4.5. No Waiver.** Failure or delay of the City to declare any breach or default immediately upon occurrence shall not waive such breach or default. Failure of the City to declare one breach or default does not act as a waiver of the City's right to declare another breach or default.
- 4.6. Severability.** Each and every provision of this Agreement shall be deemed to be severable. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and the Agreement shall be construed in all respects as if such invalid or unenforceable provision were not a part of this Agreement.
- 4.7. Notices.** All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given if personally delivered or mailed by first class or certified mail with postage prepaid to the address included in the signature block below, or to such other person or place as one party shall furnish to the other in writing. Notices and payments shall be deemed given upon personal delivery or, if mailed, upon the earlier of actual receipt or three (3) business days after the date of mailing.
- 4.8. Governing Law / Venue.** This Agreement shall be interpreted in accordance with the laws of the State of Washington. The venue for any cause of action arising out of this Agreement shall be King County, Washington.
- 4.9. Attorney's Fees.** If any party initiates legal proceedings related to the validity, construction, enforcement, interpretation, or breach of this Agreement, the substantially prevailing party shall be entitled to all costs of such proceedings including reasonable attorney's fees. The term "legal proceedings" as used in this paragraph shall include all litigation, arbitration, administrative, bankruptcy, and judicial proceedings, including appeals therefrom.
- 4.10. Headings.** The headings in this Agreement are intended solely for convenience of reference and shall be given no effect in the interpretation of this Agreement.
- 4.11. Recording.** Upon execution by all parties, the Owner shall timely record this Agreement against the Property with the King County Auditor at the sole expense of the Owner.
- 4.12. Authority.** Each individual executing this Agreement on behalf of the City and the Owner represents and warrants that such individuals are duly authorized to execute and deliver this Agreement on behalf of each.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year first above written.

CITY OF SEATAC

By _____
Name: _____
Its: _____
City of SeaTac
4800 South 188th Street
SeaTac, WA 98188

OWNER

By _____
Name: _____
Its: _____



Approved as to form:

City of SeaTac Legal Department

STATE OF WASHINGTON)

) ss.

KING COUNTY)

On this _____ day of _____, 2022, before me, the undersigned Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____, to me known to be an authorized representative of _____, who executed the foregoing instrument and acknowledged to me that the said instrument was signed as his/her free and voluntary act and deed, for the uses and purposes therein mentioned.

WITNESS my hand and official seal this _____ day of _____, 2022.

(Print Name) _____
Notary Public, Residing at _____
My appointment expires: _____

