

**THE HOUSING AUTHORITY OF THE COUNTY OF KING**

**RESOLUTION NO. 5470**

*(Vantage Point Apartments)*

A RESOLUTION of the Housing Authority of the County of King (the “Authority”) authorizing the execution and delivery of an Assignment and Reimbursement Agreement, a Development Services Agreement and a Lease Agreement.

**WHEREAS**, the Authority seeks to encourage the provision of long-term housing for low-income persons residing within King County, Washington; and

**WHEREAS**, RCW 35.82.070(2) provides that a housing authority may, among other things, “prepare, carry out, acquire, lease and operate housing projects; to provide for the construction, reconstruction, improvement, alteration or repair of any housing project or any part thereof . . .”; and

**WHEREAS**, RCW 35.82.070(5) provides that a housing authority may, among other things and if certain conditions are met, “own, hold, and improve real or personal property” and “sell, lease, exchange, transfer, assign, pledge, or dispose of any real or personal property or any interest therein”; and

**WHEREAS**, RCW 35.82.020 defines “housing project” to include, among other things, “any work or undertaking . . . to provide decent, safe and sanitary urban or rural dwellings, apartments, mobile home parks or other living accommodations for persons of low income”; and

**WHEREAS**, RCW 35.82.070(1) provides that a housing authority may, among other things, “make and execute contracts and other instruments, including but not limited to partnership agreements and joint venture agreements . . .”; and

**WHEREAS**, RCW 35.82.080(1) provides that a housing authority may, among other things, “make and execute contracts and other instruments . . . necessary or convenient to the exercise of the powers of the authority”; and

**WHEREAS**, the Authority is the fee owner of certain real property located at 17901 105th Avenue Pl SE, Renton, Washington (the “Property”), upon which the Authority desires to develop Vantage Point Apartments, a 77-unit, new construction, senior/disabled, public housing apartment community (the “Project”); and

**WHEREAS**, in furtherance of the Project and pursuant to the authorization provided in Resolution No. 5454 adopted by the Board of Commissioners of the Authority on December 16, 2013, the Authority has created Vantage Point Apartments LLC, a Washington limited liability company (the “Company”), of which the Authority is presently the sole member; and

**WHEREAS**, the Authority is a party to (i) that certain Credit Reservation and Carryover Agreement between the Washington State Housing Finance Commission (“WSHFC”) and the Authority dated May 29, 2013 (the “2013 Carryover Agreement”), and (ii) that certain Credit Reservation and Carryover Agreement between WSHFC and the Authority dated May 2, 2014 (the “2014 Carryover Agreement”); and

**WHEREAS**, to meet certain requirements of the 2013 Carryover Agreement, the Company must incur, by June 14, 2014, costs of at least 10% of its estimated aggregate basis in developing the Project; and

**WHEREAS**, to meet the 10% requirement, the Authority and Company intend to enter into an Assignment and Reimbursement Agreement (the “Assignment and Reimbursement Agreement”), a Development Services Agreement (the “Development Agreement”) and a long-term financing lease of the Property and the Project (the “Lease Agreement”); and

**WHEREAS**, pursuant to the Assignment and Reimbursement Agreement, the Authority will assign to the Company its rights in and to the pre-development work product with respect to the Project (the "Work Product") and the Company will agree to reimburse the Authority for the costs paid by the Authority for the Work Product and assume the payment incurred by the Authority with respect to the Work Product and

**WHEREAS**, pursuant to the Development Agreement, the Authority will serve as the developer of the Project and will receive a development fee in the estimated amount of Eight Hundred Thousand and No/100 Dollars (\$800,000.00).

**WHEREAS**, pursuant to the Lease Agreement, will lease the Property and the Project to the Company and the Company will make a capitalized lease payment in the total principal amount of approximately One Million Six Hundred Thirty Thousand and No/100 Dollars (\$1,630,000.00), of which of One Hundred Sixty-Three Thousand and No/100 Dollars (\$163,000.00) shall be payable upon execution of the Lease Agreement;

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF THE COUNTY OF KING as follows:**

**Section 1.** Assignment and Reimbursement Agreement. The Authority, in its own capacity and as managing member of the Company, is hereby authorized, empowered, and directed to execute and deliver the Assignment and Reimbursement Agreement upon such terms as the Executive Director or Deputy Executive Director deems appropriate.

**Section 2.** Development Agreement. The Authority, in its own capacity and as managing member of the Company, is hereby authorized, empowered, and directed to execute

and deliver the Development Agreement upon such terms as the Executive Director or Deputy Executive Director deems appropriate.

**Section 3. Lease Agreement.** The Authority, in its own capacity and as managing member of the Company, is hereby authorized, empowered, and directed to execute and deliver the Lease Agreement upon such terms as the Executive Director or Deputy Executive Director deems appropriate.

**Section 4. Documents to be Executed by Executive Director or Deputy Executive Director.** Any and all documents contemplated by this resolution which are authorized to be executed by or on behalf of the Authority, on its own behalf or as managing member of the Company, are authorized to be executed by the Executive Director or the Deputy Executive Director, each without the other.

**Section 5. Acting Officers Authorized.** Any action required by this resolution to be taken by the Executive Director of the Authority may in the absence of such person be taken by a Deputy Executive Director of the Authority.

**Section 6. Expenditures.** The Authority, on its own behalf and as managing member of the Partnership, is authorized, empowered, and directed to make any reasonable expenditures, including, but not limited to, attorneys' fees and costs necessary or required in conjunction with actions authorized by this resolution.

**Section 7. Ratification and Confirmation.** Any actions of the Authority or its officers prior to the date hereof and consistent with the terms of this resolution are hereby ratified and confirmed.

**Section 8. Effective Date.** This resolution shall be in full force and effect from and after its adoption and approval.

**ADOPTED** by the Board of Commissioners of the Housing Authority of the County of King at an open public meeting this 19th day of May, 2014.

**HOUSING AUTHORITY OF THE COUNTY OF KING,**  
a public body corporate and politic of the State of Washington

By:   
**DOUGLAS BARNES, Chair**  
Board of Commissioners

**ATTEST:**

By:

  
**STEPHEN J. NORMAN**  
Secretary

**CERTIFICATE**

I, the undersigned, the duly chosen, qualified and acting Executive Director of the Housing Authority of the County of King (the "Authority") and keeper of the records of the Authority, CERTIFY:

1. That the attached Resolution No. 5470 (the "Resolution") is a true and correct copy of the resolution of the Board of Commissioners of the Authority, as adopted at a meeting of the Authority held on May 19, 2014, and duly recorded in the minute books of the Authority.

2. That such meeting was duly convened and held in all respects in accordance with law; that a quorum was present throughout the meeting and a majority of the members of the Board of Commissioners of the Authority present at the meeting voted in the proper manner for the adoption of the Resolution; that all other requirements and proceedings incident to the proper adoption of the Resolution have been duly fulfilled, carried out and otherwise observed, and that I am authorized to execute this Certificate.

IN WITNESS WHEREOF, I have hereunto set my hand this 19th day of May, 2014.

By:

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Stephen J. Norman  
Secretary