

RESOLUTION R-5353

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND APPROVING A DEVELOPMENT AGREEMENT WITH HOUGHTON COURT APARTMENTS, LLC RELATED TO THE WADDELL SHORT PLAT, PERMIT NO. SUB17-00138.

1 WHEREAS, Houghton Court Apartments, LLC ("HCA") is the
2 owner of approximately 1.20 acres of real property located at 6719 106th
3 Avenue NE in Kirkland in the Houghton Everest Neighborhood Center,
4 adjacent to the Cross-Kirkland Corridor ("Property"); and
5

6 WHEREAS, the Property includes a 24-unit apartment building
7 known as the Houghton Court Apartments; and
8

9 WHEREAS, HCA submitted a three-lot short plat ("Short Plat")
10 application ("Application") related to other Property with the City of
11 Kirkland ("City") on February 27, 2017; and
12

13 WHEREAS, such application was determined complete by the
14 City, through its Planning and Building Department, on March 22, 2017;
15 and
16

17 WHEREAS, at the time of HCA's complete Application was RM
18 3.6, the City subsequently rezoned the Property to Houghton/Everest
19 Neighborhood Center (HENC) 2; and
20

21 WHEREAS, the City issued a notice of decision approving the
22 Short Plat with conditions on June 26, 2018 ("Decision"); and
23

24 WHEREAS, the Decision calculates the maximum development
25 potential for the Property under the Application and its vested-to RM 3.6
26 zoning as 14 single-family dwelling units or 15 multifamily dwelling units
27 on the Property; and
28

29 WHEREAS, the Decision includes various conditions, including
30 those related to wetland buffers and enhancement plans; and
31

32 WHEREAS, the Decision presently requires the demolition of the
33 existing apartment building prior to Short Plat recording in order to
34 ensure the lots conform to required setbacks due to the location of
35 proposed access easements; and
36

37 WHEREAS, Kirkland Municipal Code ("KMC") Section 22.20.370
38 requires that the Short Plat be recorded with King County within five (5)
39 years of the date of the Decision or the Decision becomes void; and
40

41 WHEREAS, HCA wishes to delay construction of single-family
42 dwelling units at the Property at this time in order to consider a potential
43 future development project that might include a different housing mix
44 (e.g. both single-family and multi-family dwelling units) while at the
45 same time still recording the Short Plat in order to fully and timely vest
46 the Short Plat in accordance with the Decision; and

47 WHEREAS, HCA and the City have been discussing the possibility
48 of a Development Agreement that would allow such construction delay
49 and housing mix consideration; and
50

51 WHEREAS, in order to protect its position pending the outcome
52 of such discussions HCA found it necessary to file a placeholder appeal
53 of the Decision with the Hearing Examiner, specifically challenging the
54 provision requiring the demolition of the apartment building prior to
55 recording of the Short Plat; and
56

57 WHEREAS, the City agrees it is in the public interest to preserve
58 the potential for a future development of the Property that could include
59 a range of housing options other than single-family dwelling units only;
60 and
61

62 WHEREAS, the City also agrees it is in the public interest to allow
63 the Short Plat to be recorded without demolition of the apartment
64 building prior to any development activities associated with the Short
65 Plat lots; and
66

67 WHEREAS, the parties agree that development of the Property
68 consistent with the Short Plat shall be vested to the local land use laws
69 and zoning code regulations and other land use requirements in effect
70 at the time of the Application, including the wetland buffer setbacks,
71 which vested in accordance with prior Kirkland Zoning Code ("KZC")
72 Section 90.165 as of the date of the completed Application as it relates
73 to the first new construction on the Property; and
74

75 WHEREAS, in recognition of the foregoing, the parties wish to
76 enter into a Development Agreement as provided for pursuant to RCW
77 36.70B.170 through .210 in order to: (1) allow for the recording of the
78 Short Plat without prior demolition of the apartment building but subject
79 to certain conditions related to any development of the three lots, (2)
80 extend the vested rights established by the Short Plat Application for
81 the term of the Development Agreement, and (3) give HCA a reasonable
82 additional period of time to consider a different development approach
83 related to the Property that could include a broader range of housing
84 options; and
85

86 WHEREAS, RCW 36.70B.170 allows the City to enter into a
87 development agreement with a person having ownership or control of
88 real property within its jurisdiction; and
89

90 WHEREAS, that statute provides that such development
91 agreement must set forth the development standards and other
92 provisions that shall apply to and govern and vest the development, use,
93 and mitigation of the development of the real property for the duration
94 specified in the agreement; and
95

96 WHEREAS, such statute also provides that the execution of a
97 development agreement is a proper exercise of city police power and
98 contract authority; and

99 WHEREAS, the execution of the Development Agreement would
100 constitute a non-project action under SEPA and the KMC; and

101
102 WHEREAS, based on an Environmental Checklist submitted by
103 HCA the City has determined, in a SEPA Addendum dated January 15,
104 2019 to the City of Kirkland Zoning Code and Comprehensive Plan
105 Amendments for the Houghton/Everest Neighborhood Center dated
106 December 7, 2017, that the Development Agreement would present no
107 new adverse environmental impacts beyond those already identified;
108 and

109
110 WHEREAS, the parties acknowledge that project applications
111 related to the Property may require additional analysis and action under
112 SEPA; and

113
114 WHEREAS, RCW 36.70B.200 provides that a city shall only
115 approve a development agreement by ordinance or resolution after a
116 public hearing, which may be conducted by the city legislative authority;
117 and

118 WHEREAS, the City Council held a public hearing on the
119 proposed Development Agreement between HCA and the City at its
120 regular meeting on February 5, 2019; and

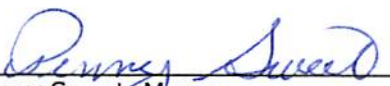
121
122 WHEREAS, the Council does now wish to authorize the City
123 Manager to execute such Development Agreement for recording with
124 King County upon dismissal by HCA of its appeal to the Hearing
125 Examiner.

126
127 NOW, THEREFORE, be it resolved by the City Council of the City
128 of Kirkland as follows:

129
130 Section 1. Upon dismissal by HCA of its appeal to the Hearing
131 Examiner, File No. SUB17-00138, the City Manager is authorized and
132 directed on behalf of the City of Kirkland to execute the Development
133 Agreement in substantially the form attached hereto as Exhibit A, and
134 to take such further actions as may be necessary to fully implement
135 such agreement on behalf of the City.

136
137 Passed by majority vote of the Kirkland City Council in open
138 meeting this 5th day of February, 2019.

139
140 Signed in authentication thereof this 5th day of February, 2019.


Penny Sweet, Mayor

Attest:


Kathi Anderson, City Clerk

After recording, return to:

Brent Carson
Van Ness Feldman, LLP
719 Second Avenue
Suite 1150
Seattle, WA 98104

~ DEVELOPMENT AGREEMENT ~

Grantor: Houghton Court Apartments, L.L.C.
a Washington limited liability company

Grantees: City of Kirkland
a Washington municipal corporation

Abbreviated Legal Description: Lot A of City of Kirkland Short Plat No. 77-7-14(JJ), Recorded Under Auditors File No. 7708220679, Records of King County, Washington

Assessor Parcel Nos.: 7882600430
Complete Legal Description on page 13.

This Development Agreement ("Agreement") is entered into this ____ day of _____, 2019, by and between Houghton Court Apartments, L.L.C., a Washington limited liability company ("HCA") and the City of Kirkland, a Washington municipal corporation ("City") pursuant to RCW 36.70B.170-.210. HCA and the City are sometimes referred to herein individually as "Party" or collectively as the "Parties".

RECITALS

- A. HCA is the owner of property in Kirkland, Washington, legally described in Exhibit A, attached hereto and incorporated herein by this reference (the "HCA Property").
- B. The HCA Property is located in the Houghton/Everest Neighborhood Center, adjacent to the Cross-Kirkland Corridor (the "CKC").
- C. The HCA Property is currently occupied by a 24-unit wood-framed three story apartment building, constructed in 1976, that consists of two-bedroom, 1.75 bath units, with an average unit size of 936 square feet (the "Apartment Building").
- D. In April 2018, HCA executed two agreements with the City. First, the Parties executed the Agreement to Terminate Easement, to Terminate Right of First Refusal, and to Grant New Easement, King County Auditor's recording number 20180417000840, which terminated a previously existing twenty-five foot (25') wide access and utility easement that burdened the HCA property and benefited adjacent property owned by the City, and replaced it with a new twenty foot (20') wide access and utility easement referred to as the "Road and Utility Easement." Second, the Parties executed a Pedestrian Easement Agreement, King County Auditor's recording number 20180417000841, under which HCA granted the City a five foot (5') wide public pedestrian easement over the south five feet of the HCA Property to provide public access across the HCA Property to the CKC.
- E. On February 27, 2017 (the "Short Plat Application Date"), HCA applied for a three-lot short plat of the HCA Property illustrated in Exhibit B attached hereto and incorporated herein by this reference (the "Short Plat"). The Short Plat application was deemed complete on March 22, 2017. On the Short Plat Application Date, the HCA Property was zoned RM 3.6. Two of the proposed lots (Lots 1 and 2) of the Short Plat would be established between the CKC and the Apartment Building. The third lot (Lot 3) of the Short Plat would be located where the Apartment Building is currently located. HCA intended that Lots 1 and 2 would each be developed with a single family home and that Lot 3, after demolition of the Apartment Building, would be developed with dwelling units at a density permitted by the RM 3.6 zoning, using Chapter 64.32 RCW to establish legal condominium units. The Short Plat application identified an off-site wetland within the CKC and a wetland buffer encroaching onto the HCA property. HCA proposed an enhancement plan that would establish a 16.67-foot buffer, plus a 10-foot building setback between the off-site wetland and Lots 1 and 2 (the "Wetland Buffer").
- F. On June 21, 2018, the City completed its review of the proposed Short Plat and issued a decision (the "First Decision") approving the Short Plat with certain conditions including: 1) that the short plat be recorded within five years of the date of the approval as required

by Kirkland Municipal Code ("KMC") 22.20.370; and 2) that, prior to recording the Short Plat, the Apartment Building be demolished.

- G. On July 10, 2018, HCA appealed the First Decision, challenging Short Plat condition B.1. that required the Apartment Building to be demolished prior to recording the Short Plat (the "Appeal").
- H. HCA desires to establish, through this Development Agreement, the right to delay demolition of the Apartment Building while maintaining its vested rights to develop its Short Plat as provided and according to the terms of the RM 3.6 zoning. It would be beneficial to the Parties and to the residents of Kirkland for HCA to maintain the Apartment Building in use beyond five years, the standard and statutory time period in which final plats must be recorded after preliminary plat approval. HCA also seeks to confirm that the Wetland Buffer of 16.67 feet and 10-foot-wide Buffer setback and a twenty foot (20') wide access road from 106th Avenue NE would be authorized with development of the Short Plat.
- I. The Parties desire to maintain the Apartment Building in use beyond five years to potentially provide a greater number of residential units and more diverse housing types during that time than would be provided by development of single family homes on the HCA Property as allowed under the RM 3.6 zoning.
- J. The Parties also recognize that an alternative multifamily housing project might be proposed on the HCA Property in the future if consistent with the HCA Property's then-current Comprehensive Plan land use designation and zoning.
- K. HCA has completed an environmental checklist in connection with this Development Agreement, which is a non-project action under SEPA and the Kirkland Municipal Code. The City has concluded there are no adverse environmental impacts associated with this Development Agreement and has issued a SEPA Addendum dated January 15, 2019 to the City of Kirkland Zoning Code and Comprehensive Plan Amendments for the Houghton/Everest Neighborhood Center dated December 7, 2017. The City will evaluate subsequent development, demolition and/or construction permit applications related to this Development Agreement for SEPA compliance at the time such applications are submitted.
- L. A public hearing before the City Council to consider this Development Agreement was held on February 5, 2019.

NOW THEREFORE, in consideration of the promised, covenants, and provisions set forth herein, the receipt and adequacy of which consideration is hereby acknowledged, the Parties agree as follows:

AGREEMENT

- 1. **Revised Short Plat Approval and Resolution of Appeal.**
 - a. Within seven (7) days following the execution of this Agreement by all parties, the City agrees to issue a revised approval of the Short Plat (the "Revised Approval").

- b. The Revised Approval shall include only those conditions of the First Decision and the conditions identified in Subsection 1.a.c below, but shall exclude Condition B.1 as set forth in the First Decision, which had required demolishing the Apartment Building prior to recording the Short Plat.
- c. In order to allow the Short Plat to be recorded without requiring prior demolition of the Apartment Building, the Parties agree that the Revised Approval shall include the following new recorded conditions:
 - i. The Short Plat may be recorded prior to demolishing of the Apartment Building.
 - ii. Lots 1 and 2 of the Short Plat shall not be sold or developed prior to the demolition of the Apartment Building.
 - iii. HCA shall not file and the City shall not process any building permit applications for development of Lots 1 and 2 of the Short Plat prior to the demolition of the Apartment Building.
 - iv. The Parties agree that HCA may defer constructing Roads A, B and C and may defer constructing any utilities to serve the Short Plat (collectively referred to as the "Short Plat Infrastructure") until after demolition of the Apartment Building.
- d. Within three (3) days following the City's issuance of the Revised Approval and the running of all periods for appealing the Revised Approval and this Development Agreement, HCA shall dismiss with prejudice its Appeal of the First Decision.

2. Site Plan Approval for Dwelling Units on Lot 3.

- a. In order to develop dwelling units on Lot 3, consistent with the Short Plat Approval, HCA shall submit to the City a site plan pursuant to KMC 22.04.030(3) demonstrating compliance with the criteria in KMC 22.04.040 and meeting the requirements of the RM 3.6 zoning and other Vested Codes (as defined below).

3. Vesting.

- a. During the term of this Agreement, HCA shall have the right to develop dwelling units on the HCA Property following recording of the Short Plat, and demolition of the Apartment Building, subject to the requirements of the Short Plat Approval, the requirements of the RM 3.6 zoning, and the provisions of the Kirkland Municipal Code, the Kirkland Zoning Code and the Kirkland Comprehensive Plan in effect on

the Short Plat Application Date (hereinafter referred to as the "Vested Codes"), except as follows:

- i. As provided by RCW 36.70B.170(4), the City shall have the right to impose new or different regulations to the extent required by a serious threat to public health and safety.
- ii. The International Building Code, International Fire Code, and other construction codes set forth in Title 21 of the Kirkland Municipal Code that are in effect as of the date of the filing of a complete application for a building permit shall govern the City's review and approval of each dwelling unit submitted pursuant to the Short Plat Approval.

4. Development Standards for Development of the Short Plat.

- a. The Short Plat Approval and the Kirkland Municipal Code, subject to the vesting provisions in paragraph 3, shall govern the development of dwelling units on the HCA Property pursuant to the Short Plat.
- b. The Wetland Buffer established by the Short Plat Approval shall apply to the first new development that occurs on Lots 1 and 2 of the Short Plat that is the subject of the Approval pursuant to Kirkland Zoning Code ("KZC") 90.165 in effect and vested to at the time of the Short Plat Application Date.
- c. A private road of twenty feet (20') in width shall be sufficient to provide access between 106th Avenue NE and development of dwelling units on the HCA Property pursuant to the Short Plat that is the subject of the Approval.

5. Development Standards for Alternative Multifamily Development on the HCA Property.

- a. If HCA proposes a multifamily development on the HCA Property that is not consistent with the Short Plat and is not allowed by the Vested Codes, such multifamily development shall be subject to the following standards:
 - i. The multifamily development shall not be vested to the Vested Codes and, instead, shall be subject to all applicable provisions of the Kirkland Municipal Code and Kirkland Zoning Code in effect at the time HCA applies for such multifamily development.
 - ii. The Wetland Buffer established by the Short Plat Approval shall continue to apply to the multifamily development so long as the multifamily development is the first development that occurs on the HCA Property

pursuant to KZC 90.165 in effect and vested to at the time of the Short Plat Application Date.

- iii. The width of the private road to provide access between 106th Avenue NE and the multifamily development shall be determined by the City based upon applicable City standards.

6. Term.

The term of this Agreement (the "Term") shall be fifteen (15) years.

7. General Terms.

a. Governing Law and Venue.

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Washington. Venue and jurisdiction to enforce all obligations under this Agreement shall lie in the King County Superior Court.

b. Interpretation.

The Parties intend this Agreement to be interpreted to the full extent authorized by law as an exercise of the City's authority to enter into development agreements pursuant to RCW 36.70B.170 *et seq.*, and this Agreement shall be construed to exclude from the scope of this Agreement and to reserve to the City, only that police power authority which is prohibited by law from being subject to a mutual agreement with consideration. If any terms of this Agreement conflict with otherwise applicable provisions of the Kirkland Municipal Code, the terms and conditions of this Agreement shall control.

c. Headings.

The headings in this Agreement are inserted for reference only and shall not be construed to expand, limit or otherwise modify the terms and conditions of this Agreement.

d. Incorporation of Recitals.

The Recitals contained in this Agreement are hereby incorporated into this Agreement as if fully set forth herein.

e. Exhibits.

Exhibits "A" through "C" are incorporated herein by this reference as if fully set forth.

f. Estoppel Certificate.

Within thirty (30) days following any written request by HCA (or any assignee) or a Mortgagee, the City shall execute and deliver to the requesting person a statement certifying that: (a) this Agreement is unmodified and in full force and effect, or stating the date and nature of any modification; and (b) to the best knowledge of the certifying party, (i) that there has been no default under this Agreement or specifying the date(s) and nature of any default; (ii) no written notice of infraction has been issued in connection with the Short Plat; and (iii) any other reasonably requested information. Failure to deliver such statement to the requesting party within the thirty- (30) day period shall constitute a conclusive presumption that this Agreement is in full force and effect without modification or default (except as may be represented by the requesting party). The delivery of estoppel certificate on behalf of the City pursuant to this section shall be deemed an administrative matter and shall not require legislative action.

g. Covenant of Good Faith and Cooperation.

The Parties agree to take further actions and execute further documents, either jointly or within their respective powers and authority, to implement the intent of this Agreement. Each party covenants to use its best efforts and work cooperatively in order to secure the benefits, rights and cooperative development of the HCA Property. The parties shall not unreasonably withhold requests for information, approvals or consents provided for in this Agreement.

h. Interpretation.

This Agreement has been reviewed and revised by legal counsel for both parties, and no presumption or rule construing ambiguity against the drafter of the document shall apply to the interpretation or enforcement of this Agreement. Nothing herein shall be construed as: (a) a waiver of the City's constitutional and statutory powers; or (b) be construed or implied that the City is contracting away its constitutional and statutory powers, except as otherwise authorized by law.

i. Severability.

If any term or provision of this Agreement, or the application of any term or provision of this Agreement for a particular situation, is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining terms and provisions of this Agreement, or the application of this Agreement to other situations, shall continue in full force and effect unless amended or modified by mutual consent of the parties. Notwithstanding the foregoing, if any material provision of this Agreement, or the application of such provision to a particular situation, is held to be invalid, void or unenforceable, HCA may, in HCA's sole discretion, terminate this Agreement by providing written notice of termination to the City.

j. Necessary Acts.

Each party shall execute and deliver to the other all other further instruments and documents that are reasonably necessary to carry out and implement this Agreement and/or project approvals as may be necessary to provide the Party with a full and complete enjoyment of its rights and privileges under this Agreement.

k. Authority.

Each Party respectively represents and warrants that it has the power and authority, and is duly authorized, to enter into this Agreement on the terms and conditions herein stated, and to deliver and perform its obligations under this Agreement.

l. Entire Agreement.

This Agreement represents the entire agreement of the Parties with respect to the subject matter hereof. There are no other agreements, oral or written, except as expressly set forth herein.

m. Covenant Running with the Land.

This Agreement and all provisions contained herein shall be enforceable as equitable servitudes and shall constitute covenants running with the land pursuant to Washington law.

n. Recording.

A memorandum of this Agreement shall be recorded against the HCA Property as a covenant running with the land and shall be binding on HCA and its heirs, successors and assigns. The memorandum shall be substantially in the form attached as Exhibit C.

o. No Third-Party Beneficiary.

This Agreement is made and entered into for the sole protection and benefit of the parties hereto and their successors and assigns. No other person shall have any right of action based upon any provision of this Agreement.

p. Notice.

A notice of communication required by this Agreement between City and HCA shall be in writing and either: (a) delivered personally, (b) sent by facsimile transmission with an additional copy mailed first class, or (c) deposited in the U.S. Mail, certified mail postage prepaid, return receipt requested, and addressed as follows:

If to the City:

Kirkland City Manager
123 5th Avenue
Kirkland, WA 98033

With copy to:

Kirkland City Attorney
123 5th Avenue
Kirkland, WA 98033

If to HCA:

Houghton Court Apartments LLC
c/o Mr. H. Douglas Waddell
13 Central Way, Suite C
Kirkland, WA 98033

With copy to:

**Brent Carson
Van Ness Feldman LLP
719 Second Avenue
Suite 1150
Seattle, WA 98104**

Notice by hand delivery or facsimile shall be effective upon receipt. If deposited in the mail, notice shall be deemed delivered forty-eight (48) hours after deposited. Any Party at any time giving notice to the other Party may designate a different address or person to which such notice or communication shall be given.

q. Attorneys' Fees and Costs.

In any action to enforce or determine a Party's rights under this Agreement, the prevailing Party (or the substantially-prevailing Party, if no one Party prevails entirely), shall be entitled to reasonable attorneys' fees and costs, including fees and costs incurred in the appeal of any ruling of a lower court.

r. Effective Date.

This Agreement shall be effective upon the last date this Agreement was executed by all Parties (the "Effective Date").

[SIGNATURES AND NOTARIES ON FOLLOWING PAGES]

IN WITNESS WHEREOF the parties hereto have entered into this Agreement as of the date stated above.

CITY OF KIRKLAND

By: _____
Its: _____
Dated: _____

HOUGHTON COURT APARTMENTS, L.L.C.

By: H. Douglas Waddell
Its: Manager
Dated: _____

EXHIBIT A

Legal Description of HCA Property

PARCEL "A" - THAT PORTION OF TRACT 43, SOUTH KIRKLAND ACREAGE, ACCORDING TO PLAT THEREOF RECORDED IN VOLUME 11 OF PLATS, PAGE 94, KING COUNTY, WASHINGTON, LYING NORTHERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT A POINT ON THE EAST LINE OF SAID TRACT 43, A DISTANCE OF 273.08 FEET SOUTH OF THE NORTHEAST CORNER OF SAID TRACT 43; THENCE WESTERLY PARALLEL TO THE NORTH LINE OF SAID TRACT 138.35 FEET, MORE OR LESS, TO A POINT ON A LINE DRAWN FROM A POINT ON THE SOUTH LINE OF SAID TRACT 43 WHICH IS 205.2 FEET WEST OF SOUTHEAST CORNER THEREOF, TO A POINT WHICH IS 130 FEET SOUTH AND 100.85 FEET WEST AS MEASURED FROM THE NORTHEAST CORNER OF SAID TRACT; THENCE NORTHERLY PARALLEL TO EAST LINE OF SAID TRACT 43 A DISTANCE OF 30 FEET; THENCE WESTERLY PARALLEL TO THE NORTH LINE OF SAID TRACT 43 A DISTANCE OF 23 FEET; THENCE NORTHERLY PARALLEL TO EAST LINE OF SAID TRACT 43 A DISTANCE OF 70 FEET; THENCE WESTERLY PARALLEL TO THE NORTH LINE OF SAID TRACT 43 A DISTANCE OF 91.58 FEET, MORE OR LESS, TO THE WEST LINE OF SAID TRACT 43;

EXCEPT THAT PORTION THEREOF CONVEYED TO THE CITY OF KIRKLAND FOR STREET BY DEED RECORDED UNDER AUDITORS FILE NO. 6623344,

(ALSO BEING KNOWN AS LOT "A" OF CITY OF KIRKLAND SHORT PLAT NO. 77-7-14 (JJ), RECORDED UNDER AUDITORS FILE NO. 7708220679, RECORDS OF KING COUNTY, WASHINGTON.

EXHIBIT B

Short Plat

WADDELL SHORT PLAT
CITY OF KIRKLAND PRELIMINARY SHORT PLAT MAP

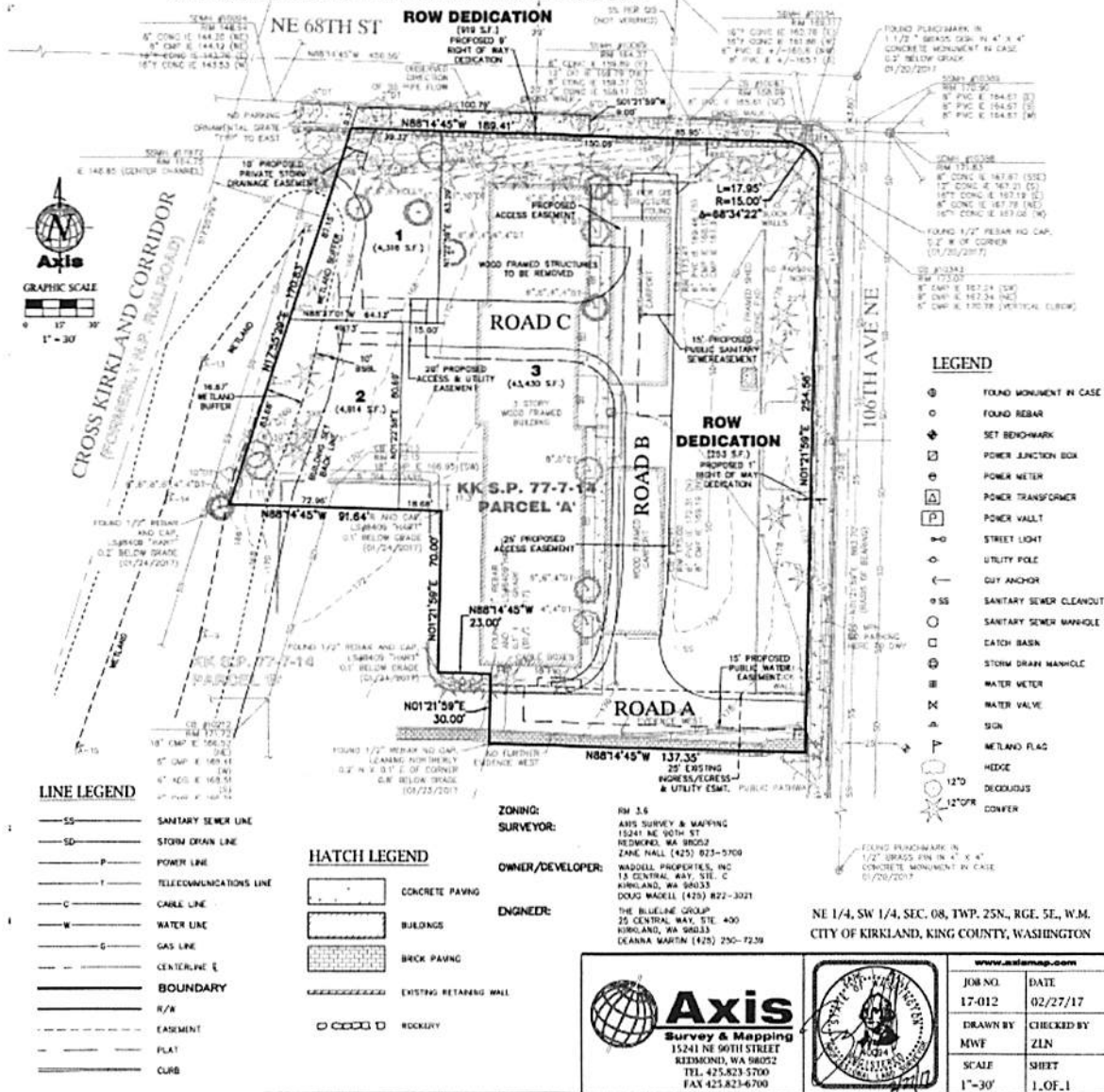


Exhibit C
Memorandum of Agreement

Return Address

Brent Carson
Van Ness Feldman LLP
719 Second Ave. Suite 1150
Seattle, WA 98104

WASHINGTON STATE RECORDER'S Cover Sheet (RCW 65.04)

Document Title(s) (or transactions contained therein): (all areas applicable to your document <u>must</u> be filled in) MEMORANDUM OF AGREEMENT
Reference Number(s) of Documents assigned or released: <input type="checkbox"/> Additional reference #s on page of document(s)
Grantor(s) Exactly as name(s) appear on document Houghton Court Apartments, L.L.C. a Washington limited liability company Additional names on page of document
Grantee(s) Exactly as name(s) appear on document City of Kirkland, a Washington municipal corporation
Legal Description (abbreviated: i.e., lot, block, plat or section, township, range) Lot A of City of Kirkland Short Plat No. 77-7-14(JJ), Recorded Under Auditors File No. 7708220679, Records of King County, Washington
Assessor's Property Tax Parcel/Account Number 7882600430
The Auditor/Recorder will rely in the information provided on this form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (“Memorandum”) is entered into by and between Houghton Court Apartments, L.L.C., a Washington limited liability company (“HCA”) and the City of Kirkland, a Washington municipal corporation (“City”)

1. HCA and the City have entered into a Development Agreement pursuant to RCW 36.70B.170.-.210 (the “Development Agreement”).
2. The Development Agreement addresses property owned by HCA legally described in Exhibit A, attached hereto and incorporated herein by this reference (the “HCA Property”) and a Short Plat of the HCA Property (SUB17-00138) approved by the City.
3. The Development Agreement is valid for a period of fifteen years and provides for certain vesting and development rights.
4. This Memorandum shall not, under any circumstances, be deemed to modify or change any provisions of the Development Agreement, the provisions of which shall in all instances prevail.
5. This Memorandum may be signed in two or more counterpart copies with the same effect as if the signature to each counterpart copy were on a single instrument. Each counterpart shall be deemed an original as to any party whose signature it bears and all such counterparts shall constitute one documents.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Agreement this ____ day of _____, 2019.

CITY OF KIRKLAND

By:
Its:
Dated: _____

HOUGHTON COURT APARTMENTS, L.L.C.

By: H. Douglas Waddell
Its: Manager

EXHIBIT A

Legal Description of HCA Property

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EXCEPT THAT PORTION THEREOF CONVEYED TO THE CITY OF KIRKLAND FOR STREET BY DEED RECORDED UNDER AUDITORS FILE NO. 6623344,

(ALSO BEING KNOWN AS LOT "A" OF CITY OF KIRKLAND SHORT PLAT NO. 77-7-14 (JJ), RECORDED UNDER AUDITORS FILE NO. 7708220679, RECORDS OF KING COUNTY, WASHINGTON.