

Memorandum of Understanding

between

King County, Washington

and

King County Housing Authority

and

The City of Burien

and

The Port of Seattle

and

City of Seattle

Article 1: Collaborating Parties

King County, State of Washington ("County"), the King County Housing Authority ("Housing Authority"), the City of Burien ("Burien"), the Port of Seattle ("Port") and the City of Seattle, acting by and through the City Light Department ("City Light") collectively the parties ("Parties") agree to enter into this memorandum of understanding ("Memorandum") effective on the date all signatures appear on this document ("Effective Date"):

- 1.1 The Parties enter into this Memorandum to provide a framework for enhancing the coherence and continuity of their cooperation, thereby increasing their ability to enter into a formal agreement to achieve the objectives, roles and responsibilities enumerated herein.
- 1.2 The Parties will endeavor to keep each other informed of their activities and plans as identified in this Memorandum.
- 1.3 Upon execution of the Memorandum, each Party will appoint a lead contact to manage activities under Article 3, and to continue dialogue and coordination among the Parties.
- 1.4 The agreements contained in article 3 in this Memorandum are subject to the final approval of the legislative authority of each Party.

Article 2: Objectives

- 2.1 The objective of this collaboration is to execute a series of financial and other legal transactions consistent with the terms and conditions as outlined in Article 3, below.

Article 3: Roles/Responsibilities

- 3.1 Housing Authority shall purchase the Lora Lake Apartments (King County Assessors Parcel Number 202304-9105), including property in the RPZ zone from Port of Seattle for fair market value ("FMV").
- 3.2 Housing Authority will give the city of Burien a no-cost, first option to purchase property at FMV in the event it is no longer used for housing, with FMV set at the time the property is no longer used for housing.
- 3.3 Housing Authority shall operate the Lora Lake Apartments as a "mixed use" facility that provides a mix of low- affordable- and moderate-rate, workforce housing.
- 3.4 The County shall purchase the undeveloped property south of Lora Lake apartments (King County Assessors Parcel Number 202304-9281) from the Port at FMV.
- 3.5 County shall purchase the Seattle City Light parcel located south of the Lora Lake apartments (King County Assessors Parcel Number 202304-9013) from City Light for FMV, provided that the City of Seattle by Ordinance has authorized such sale.
- 3.6 The County shall no later than 12 months after the effective date initiate the development of the two parcels of land for County municipal purposes consistent with Burien Comprehensive Plan designation, policies, and zoning and compatible with the current use and occupancy of the Lora Lake apartments. The County at present is evaluating building a data center, records storage or a Sheriff's modern evidence storage facility, among other potential facilities. The City of Burien is willing to work cooperatively with the County to expedite all permits required for development of the southern parcel.
- 3.7 The County and the City of Burien will work cooperatively to advance the Transit Oriented Development contemplated in the Request for Proposal published in August 2007 and will make that project a high capital priority.
- 3.8 It is Burien's expressed intent that the TOD shall include a mixed-use housing component that includes low-income senior housing and subsidized housing for teachers in the Highline School District.

3.9 The County and the Housing Authority shall each provide Five Hundred Thousand Dollars (\$500,000.00) (combined total of One Million Dollars \$1,000,000.00) to Burien to be used exclusively for Burien's transit orientated development project. Transfer of those funds to Burien shall occur upon the successful closing of the purchase and sale, and transfer of the ownership of parcels identified in 3.1, 3.4 and 3.5.

Article 4: Modification and Termination

4.1 This Memorandum may be modified in writing at any time by mutual agreement of all Parties.

4.2 As noted in paragraph 1.4, the agreements contained in this Memorandum are subject to the final approval from the legislative authority of each Party.

Article 5: Indemnification

5.1 The Housing Authority agrees to indemnify and defend the City of Burien, its elected and appointed officials, officers, and employees from and against any and all claims and liabilities for personal injury or property damage arising out of this Memorandum.

Signatories:

CITY OF BURIEN

By *Mike Mante*

Its *City Manager*

Date *11/7/07*

KING COUNTY

By *Kent Siglett*

for Its *King County Executive*

Date *11/2/07*

PORT OF SEATTLE

By *T. G. ...*

Its Chief Executive Officer

Date 11/2/07

KING COUNTY HOUSING AUTHORITY

By *[Signature]*

Its *Executive Director*

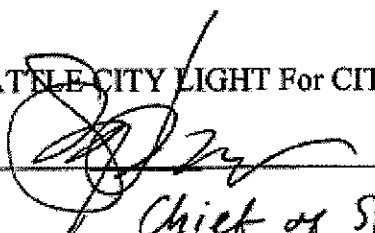
Date *11-5-07*

SEATTLE CITY LIGHT For CITY OF SEATTLE

By

Its

Date


Chief of Staff
11-5-07