

City of Olympia
Attn: City Clerk
P.O. Box 1967
Olympia, WA 98507

Document Title:	Restrictive Covenant
Grantor:	Fourth Street Housing, LLC
Grantee:	City of Olympia
Abbreviated Legal Description:	PCL A BLA-16-9062OL
Assessor's Tax Parcel Number:	41700100000

RESTRICTIVE COVENANT

RECITALS

WHEREAS, Olympia Municipal Code Section (OMC) 15.04.060 allows for certain exemptions for payment of impact fees; and

WHEREAS, OMC 15.04.060.A.10 permits exemption of impact fees for any form of low-income housing occupied by households whose income when adjusted for size, is at or below eighty percent (80%) of the area median income, as annually adjusted by the U.S. Department of Housing and Urban Development; and

WHEREAS, OMC 15.04.060.D states that upon application by a property owner, a partial exemption of not more than eighty percent (80%) of park, transportation and school impact fees, with no explicit requirement to pay the exempted portion of the fee from public funds, may be granted to a low-income housing development; and

WHEREAS, OMC 15.04.060.D.4 requires the property owner to record a covenant approved by the Director of Community Planning and Development that prohibits using the property for any purpose other than for low-income housing as described in OMC Subsection 15.04.060.A.10., which, at a minimum, must address price restrictions and household income limits for the low-income housing, and require that, if the property is converted to a use other than for low-income housing as defined in the covenant, the property owner or successor must pay the applicable impact fees in effect at the time of any conversion; and

WHEREAS, Fourth Street Housing, LLC (Grantor) has applied to the City of Olympia (Grantee) for a partial exemption of not more than eighty percent (80%) of park and school impact fees for its property located at 3335 Martin Way E., also known as Merritt Manor; and

WHEREAS, Olympia School District No. 111 has by resolution agreed to Grantor's application for a partial exemption of not more than eighty percent (80%) of school impact fees due to Grantor's use of the property for low-income housing that meets the statutory requirements of the Olympia Municipal Code for households whose income is adjusted for size is at or below eighty percent (80%) of the area median income, as annually adjusted by the U.S. Department of Housing and Urban Development.

RESTRICTIVE COVENANT

The legal description for the real property and appurtenances to which this Restrictive Covenant applies is as follows:

Parcel A of Boundary Line Adjustment No. BLA-16-9062OL, as recorded November 22, 2016 under Auditor's File No. 4534996.

For consideration mutually exchanged, Grantor and Grantee agree that the above described real property and its appurtenances ("the Property") shall be held, transferred, sold, conveyed, leased, used and occupied subject to the following covenants, conditions and restrictions:

1. The Recitals set forth above are hereby incorporated and made part of this Restrictive Covenant as if fully set forth herein.
2. The Property shall be used for low-income housing occupied by households whose income when adjusted for size, is at or below eighty percent (80%) of the area median income, as annually adjusted by the U.S. Department of Housing and Urban Development as provided in OMC 15.04.060.A.10.
3. In consideration for using the Property for low-income housing as provided in OMC 15.04.060.A.10 and as defined in OMC 15.04.060.D.5, the Grantor is hereby given by Grantee a partial exemption from payment of park and school impact fees of eighty percent (80%), as provided in OMC 15.05.060.D, so long as the Property is used solely for low-income housing as provided in OMC 15.04.060.A.10.
4. In the event the Property is converted by Grantor or its successors or assigns to a use other than for low-income housing as provided in OMC 15.04.060.A.10, the Grantor or its successors or assigns shall pay the remaining eighty percent (80%) of applicable park and school impact fees in effect at the time of any conversion. Upon payment to Grantee of the park and school impact fees due in effect at time of any conversion, this Restrictive Covenant shall be extinguished by the Grantee and a release of the Restrictive Covenant shall be filed by Grantee with the Thurston County Auditor.
5. It is the express intent of the Grantor and Grantee that the provisions of this Restrictive Covenant shall be deemed to run with the land and shall pass to and be binding upon Grantor's successors in title, including any subsequent purchaser, grantee, owner, assignee, trustee, trustor, or lessee of any portion of the real property and appurtenances and any other person or entity having any right, title or interest therein and upon the respective heirs, executors, administrators, devisees, successors and assigns of any purchaser, grantee, owner, assignee, trustee, trustor, or lessee of any portion of the real property and any other person or entity having any right, title or interest therein. The terms of this Restrictive Covenant

may be enforced by injunctive relief or other remedies at law. Jurisdiction and venue shall be in Thurston County Superior Court for the State of Washington.

GRANTOR, FOURTH STREET HOUSING, LLC:



Date: 12-20-19

Glenn Wells, Managing Member,
Fourth Street Housing, LLC, a Washington limited liability company

STATE OF WASHINGTON)
) ss.
COUNTY OF THURSTON)

I certify that I know or have satisfactory evidence that **Glenn Wells**, managing member of Fourth Street Housing, LLC, a Washington limited liability company, appeared before me, and that said person acknowledged that he signed this instrument, and on oath stated that he is authorized to execute this instrument, and acknowledged it as his free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this 20th day of DECEMBER 2019.



Signature _____
Name (typed or printed): KEN PEKOLA
NOTARY PUBLIC in and for the State of Washington
Residing at ROCHESTER, WA
My appointment expires: 11/19/20

GRANTEE, CITY OF OLYMPIA:

Date: _____

Steven J. Burney, Interim City Manager,
City of Olympia, a Washington municipal corporation

Approved as to legal form:



Mark Barber, City Attorney

STATE OF WASHINGTON)
) ss.
COUNTY OF THURSTON)

I certify that I know or have satisfactory evidence that **Steven J. Burney**, Interim City Manager for the City of Olympia, a Washington municipal corporation, appeared before me, and that said person acknowledged that he signed this instrument, and on oath stated that he is authorized to execute this instrument, and acknowledged it as his free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this _____ day of _____, 20__.

Signature
Name (typed or printed): _____
NOTARY PUBLIC in and for the State of Washington
Residing at _____
My appointment expires: _____