

HOUSING COOPERATION AGREEMENT

This Housing Cooperation Agreement (“Agreement”) is by and between the Housing Authority of the County of King (“KCHA”), a public body corporate and politic of the State of Washington, and the County of King (“County”), a political subdivision of the State of Washington. Also referred to hereinafter as “Party” and collectively the “Parties”.

Recitals

- A. KCHA owns certain undeveloped property located at 5901 S. 129th Street in the Skyway-West Hill Community Service Area (“Skyway-West Hill Subarea”) of King County, Washington, Assessor’s Parcel Number (“APN”) 2172000470 (the “Property”), currently consisting of 2.89 acres.
- B. The Property is zoned as Urban Residential, 24 dwelling units per acre (“R24”), subject to parcel-specific condition “WH-P10” which limits use of the Property to mobile home park, community residential facilities, senior assisted housing, daycares, and religious institutions, and does not subject the Property to minimum density requirements.
- C. The Property is located between two (2) manufactured housing communities, owned and operated by Manufactured Housing Community Preservationists, a Washington nonprofit corporation (“MHCP”), and zoned R24 subject to the same parcel-specific condition, “WH-P10.”
- D. As set forth in the Skyway-West Hill Community Service Area Subarea Plan (“Subarea Plan”), the County has identified preventing displacement of residents as a key priority in the Skyway-West Hill Subarea, having incorporated certain regulations and policies intended to preserve manufactured housing communities, but also recognizing that the County will need to evaluate the effectiveness of these strategies and adjust as needed.
- E. Policy SWH-6 of the Subarea Plan reflects this priority by specifying as follows: “Support new residential development that is consistent with the community’s new residential development that is consistent with the community’s vision, particularly affordable homes and rentals, homeownership opportunities for first time and moderate-income families, economically and racially diverse neighborhoods, and vibrant communities.”
- F. Development of additional manufactured housing communities in the Skyway-West Hill Subarea is consistent with the policies and key priorities identified in the Subarea Plan.
- G. KCHA desires to develop a mobile home park/manufactured housing community on the Property consisting of approximately 30 homes affordable to households

earning 80% AMI or less (“Housing Project”), in cooperation with MHCP including, but not limited to, completing a boundary line adjustment of the Property with the County Department of Local Services (“Department”), File No. BLAD24-0032 (“BLA”), to adjust the property line adjacent MHCP’s manufactured housing community at 12929 Martin Luther King Way, APN 2172000612, and expand the Property (the “Site”) to exceed the three (3) acre minimum lot size required to establish the Housing Project under the King County Code (“KCC” or “Code”).

- H. On August 17, 2023, KCHA conveyed 3.2 acres of undeveloped and heavily forested land constituting the property at 5155-5525 South 129th Street, Seattle, WA, 98178, to the County for the express purpose of retaining said property in a “forested park like setting” to mitigate potential tree removal impacts related to the Housing Project.
- I. The County desires to cooperate with KCHA in the planning, permitting, and undertaking of the Housing Project, which will increase the amount of affordable homeownership opportunities to households earning 80% AMI or lower within the Skyway-West Hill Subarea.
- J. Strict compliance with certain development regulations and ordinances, codified in KCC Titles 16, 19A, and 21A, significantly limits the number of manufactured homes that can be constructed on the Site and/or preclude the Housing Project if not varied or waived by the County.
- K. The Washington State Legislature has adopted the Housing Cooperation Law (chapter 35.83 RCW), declaring in RCW 35.83.010 that "it is a proper public purpose for any state public body to aid any housing authority operating within its boundaries or jurisdiction or any housing project located therein, as the state public body derives immediate benefits and advantages from such an authority or project."
- L. The Housing Cooperation Law in RCW 35.83.030(8) specifically authorizes counties to “[d]o any and all things, necessary or convenient to aid and cooperate in the planning, undertaking, construction or operation of such housing project.”
- M. The Housing Cooperation Law authorizes agreements between counties and public housing authorities related to housing developments and permits counties to waive local regulations and land use controls related to such developments by resolution or ordinance, as appropriate.

NOW, THEREFORE, in conformance with chapter 35.83 RCW, the Housing Cooperation Law, the parties agree as follows:

1. Effective Date and Intent.

1.1 Effective Date. This Agreement becomes effective upon the County's adoption of this Agreement by ordinance and execution by the authorized representatives of KCHA and the County.

1.2 Intent. It is the intent of this Agreement for the Parties to cooperate on the Housing Project, by providing an alternative pathway to certain aspects of the permit review and approval processes in KCC Titles 16, 19A, and 21A, including in some instances the process for obtaining variances and modifications. The Agreement is also intended to govern and vest the development of the Housing Project with agreed conditions, project elements, standards, and obligations as provided herein.

2. Term and Vesting.

2.1 Term. The term of this Agreement shall be eight years.

2.2 Vesting Period. The vesting date ("Vesting Date") is the Effective Date of this Agreement. The Housing Project is vested to the provisions of this Agreement, and where this Agreement is silent, the development regulations, and/or modifications or waivers allowed by Code on the Vesting Date. The term development regulations ("Development Regulations") shall have the same meaning as defined in KCC 20.08.105 and include KCC Titles 14, 19A, and 21A and Chapter 16.82. For purposes of applying for any required permits associated with the Housing Project, the vesting period associated with this Agreement shall terminate five (5) years after the Vesting Date ("Vesting Period").

2.3 Vesting Exceptions. During the Vesting Period, the County shall not impose on the Housing Project any modified or new or additional Development Regulations that have the effect of modifying the approval and vesting provided by this Agreement, except where necessary to address serious public health and safety hazards or any new federal or state statutes, rules, regulations, administrative interpretations or court decisions that add regulatory requirements on the County that it must enforce that are not subject to a vesting or safe harbor clause that would delay the County's enforcement responsibility beyond the life of this Agreement.

This Agreement governs land use approvals for the development of the Housing Project on the Property. Individual applications for lots and/or tracts shall at all times shall be subject to relevant building code, fire code, electrical code, stormwater (for lots and/or tracts and The Housing Project) and other regulations as may be required and administered by the appropriate authorities thereof. Any vesting to the King County Surface Water Design Manual shall be in accordance with King County's Phase 1 Municipal Stormwater Permit.

3. Development Plan. KCHA shall develop or cause to be developed the Housing Project in substantial compliance with the site plan attached hereto as Attachment 1 and incorporated hereto by reference (the “Site Plan”). Subject to County approval of a binding site plan under KCC Title 19A, the Site Plan shall include separate divisions of land for the following purposes: (1) lease of mobile home/manufactured housing lots, (2) access/parking, (3) recreation/open space areas, and (4) sensitive areas. Access/parking, recreational/open space, and sensitive area tracts shall be considered undivided interests not subject to property assessment. The Site Plan, as approved by the County through the binding site plan process, shall govern the Housing Project for the term of this Agreement. An approved and recorded binding site plan on the Property which incorporates conditions set forth in Section 6 and compliance with the vested Development Regulations shall remain valid notwithstanding termination of this Agreement.

4. Development Plan Assumptions. The Site Plan attached hereto as Attachment 1 makes certain assumptions, including but not limited to the results of required geotechnical analysis. If such assumptions prove to be incomplete or incorrect, the County may require amendments to the Site Plan and associated approvals.

5. County Approval and Code Exceptions. Subject to compliance with all required permit processes, as further described in this Section 5 below, the County hereby approves of KCHA developing the Housing Project in substantial compliance with the Site Plan and the terms of this Agreement. The County hereby waives compliance with, or adopts exceptions to, the following Code requirements to the extent applicable and in accordance with the proposed Site Plan:

5.1. KCC 16.82.156.E. Permitted Tree Replacement Standards. Replacement of removed trees to develop the Housing Project shall be satisfied by the Tree Replacement Plan, attached hereto as Attachment 2, which includes 61 trees with a minimum diameter of two (2) caliper inches and seven (7) trees with a minimum diameter of three (3) caliper inches comprising a total of 164 caliper inches of new trees, pursuant to the caliper inch calculation formula codified in KCC 16.82.156.E.2., planted throughout the interior of the Site Plan.

5.2. KCC 21A.09D.030.A.3. Minimum Street Setback. Subject to approval by the Department, allow for a minimum ten (10) feet of linear driveway between carports and the street property line.

5.3. KCC 21A.12.170 and 21A.14.160.F. Setbacks - projections and structures allowed. Accessory structures (including but not limited to noncombustible carports and uncovered porches) may extend into or be located within required setbacks,

provided the Housing Units and accessory structures are located consistent with criteria specified in KCC 21A.14.160.F.

5.4. KCC 21A.14.180.C.5. Recreation Area Dimensions. Allow a six (6) foot minimum dimension for recreational spaces.

5.5. KCC 21A.14.180.C.6. Recreation Area Configuration. Allow for recreational areas to be located at two (2) non-contiguous locations that in total exceed the minimum square-footage required by KCC 21A.14.180.A.2.

5.6. KCC 21A.14.180.E.3. Recreation Facilities. The proposed recreation areas, as shown on the Site Plan, shall satisfy the recreation facilities requirement..

5.7. KCC 21A.14.180.E.1.a. Children's Play Area. Allow for a minimum 600 square feet total of children's play area, which calculates to 20 square feet per unit.

5.8. KCC 21A.14.210.B.4. Solid Waste Collection Point. Allow for no minimum distance between the collection point for recyclables and the furthest Housing Unit.

5.9. KCC 21A.14.210.D. Recyclable Storage Design. Collection points for recyclables shall not require full enclosure, roofing, or gated openings. A three-sided enclosure shall be allowed.

5.10. KCC 21A.14.220.A.1.c. Fences. For fences located on a rockery, retaining wall, or berm within a required setback area, allow entire fence to be opaque, rather than an open-work fence.

5.11. KCC 21A.16.050. Landscaping Street Frontages. An average width of ten (10) feet of Type III landscaping shall only be required along street frontage adjacent to South 129th Street.

5.12. KCC 21A.16.060.B. Landscaping Interior Lot Lines. No perimeter landscaping shall be required between the Site and any adjacent properties nor along interior lot lines between Housing Units.

5.13. KCC 21A.18.110.K.1. Off-Street Parking Spaces. Required parking shall be allowed within required setbacks.

5.14. Road Standards. Any regulation set forth in KCC Title 21A requiring compliance with King County road standards shall be varied and/or waived consistent with any approval of a variance or waiver by the Department of Local Services Road Services Division.

5.15. Other Requirements. Any other permitting requirement or development regulation that the Department, in its sole discretion, finds would make development of the Housing Project impractical, inconvenient, unduly expensive, or unduly delayed, provided that this waiver would not be contrary to other laws, respects an area where the County has express authority, and does not apply to material life safety, public

health, or similar regulations materially affecting the health, safety, or welfare of King County residents. Any waiver granted pursuant to this Section shall be approved by the County's Department of Local Services Director, or his or her designee. The County's exercise of discretion regarding additional waiver requests pursuant to this Section shall not be subject to the dispute resolution provisions of Section 10.

6. Existing Code Exceptions. Code exceptions approved by the Department subject to this Agreement shall be in addition to modifications or waivers that are currently allowed by Code, including but not limited to KCC Titles 9, 14, 16, 17, and 21A.

7. SEPA Review. KCHA shall act as the lead agency for SEPA review of the Housing Project, pursuant to WAC 197-11-926. KCHA issued a Mitigated Determination of Nonsignificance ("MDNS") for the Housing Project on May 5, 2025, a Revised MDNS ("RMDNS") on June 3, 2025, and a SEPA Addendum on December 11, 2025. Applications for permits subsequent to the execution of this Agreement including but not limited to building permits, construction permits, grading permits, variances, and land use permits may be subject to additional SEPA review.

8. Permit Processes. Nothing in this Agreement shall be construed as exempting KCHA's proposal to develop the Housing Project from the County's usual permit review processes applicable to such developments, including but not limited to, binding site plan review, critical area review, commercial site development permit review, and civil plan review. The purpose of this Agreement is to modify or waive certain substantive requirements that would otherwise apply to KCHA's development of the Housing Project. Development of the Housing Project shall remain subject to applicable state building codes and inspection requirements. Notwithstanding the foregoing, the parties agree to the following permit application and review procedures:

8.1. Identification of Substantive Issues. The Parties shall use their best efforts to identify any and all substantive issues that could affect binding site plan design and project permit/approval review as early as possible in the review process and to provide complete and accurate submittals to minimize or avoid requests for additional information, to clarify issues and to avoid conflicting instructions, recommendations or decisions during later site plan or permit/approval reviews.

8.2. Complete Application and Concurrent Review. King County agrees that pursuant to Code, KCHA's binding site plan application and site development permit application shall be deemed complete pursuant to K.C.C. 20.20.040 and .050 prior to, or concurrent with, or after receiving approval for the BLA, accompanying critical area review, and variances ("Preliminary Approvals"). Such Preliminary Approvals, if not

already approved, shall be processed concurrently with the binding site plan and/or site development application review.

8.3. Road Variances and Alternative Materials and Methods. King County agrees that KCHA may apply for road variance applications, requests for project modifications and/or waivers, requests for alternative materials and methods (IFC 104.9) and/or requests for alternative materials, alternate design and methods of construction (IFC 104.10) prior to, concurrent with, or after the binding site plan application, commercial site development permit application, or other project development approval. King County further agrees to integrate the review and processing of such variance applications and alternate fire and building code requests with the binding site plan application, commercial site development permit application, or other project development approval to facilitate efficient decision making on all aspects of project review. Such reviews will be processed concurrent with the review tasks and consistent with the review durations described in this Section.

8.4. Prioritization of Permit Review. King County agrees to apply the Department of Local Services Permitting Division Standard Operating Procedure (“SOP”) #002, titled “Prioritization of Permit Types,” made effective April 16, 2025, to prioritize permit submittals made by KCHA for the Housing Project. King County further agrees to review submittals by KCHA for the Housing Project according to the permit review timelines introduced on January 1, 2025, pursuant to the requirements of Senate Bill 5290, which mandates that King County must issue a final decision within 100 days of determination of completeness, at the very latest, for all applications requiring public notice. King County further agrees to schedule correction meetings within seven (7) calendar days from the end of an application review cycle with all King County reviewers and KCHA design team in attendance. This section shall apply through the Vesting Period.

9. Dispute Resolution.

9.1 The Parties agree to negotiate in good faith to resolve any disputes arising under this Agreement, including any default, controversy or claim arising out of, or relating to, this Agreement, or any breach thereof. Neither Party may seek relief in a court of law or any other forum until and unless the dispute resolution process set forth in this Section has been completed in good faith, except that nothing in this section shall require a Party to postpone seeking injunctive or other equitable relief if it believes in good faith such relief is needed.

9.2 The Parties shall designate representatives (“Designated Representatives”) for purposes of managing this Agreement and the dispute resolution process under this Section 5. The Parties’ Designated Representatives shall be the persons identified in

Section 14.5 to receive notice for the County and for KCHA respectively, or such other persons as they may designate in writing from time to time by giving notice. The Parties' Designated Representatives shall communicate regularly to discuss the status of the Project and all submittals or supplemental materials requested or reasonably required in connection with this Agreement and to prevent disputes from arising.

9.3 If a dispute arises, then the Parties' Designated Representatives shall confer and attempt to resolve the dispute promptly and at minimum within twenty (20) business days of written notification by either Party. The conference may be in person or by other means, such as telephone conference or videoconference.

9.4 If the Parties cannot resolve the dispute utilizing the process in Subsection 5(c), the Parties may, by agreement, submit the matter to non-binding mediation. The Parties shall split the mediator's fees, costs, and expenses on an equal basis. Each Party shall pay its own costs to prepare for the mediation, including any attorney fees or costs. If additional parties participate in the mediation, then each participant shall pay an equal share of mediator's fees, costs, and expenses, such share to be calculated by dividing the mediator's total charges by the number of parties participating. Mediation shall not be a prerequisite to litigation. Remedies at mediation may include termination of this Agreement.

9.5 During the course of conflict or dispute resolution efforts, the Parties agree to continue to diligently perform their respective responsibilities under this Agreement.

10. Compliance with Applicable Law; Authority. Except to the extent expressly waived herein, KCHA shall comply, and shall cause its contractors to comply, with all applicable County, state, and federal laws and regulations, including stormwater management regulations, and shall certify such compliance to the County upon request by the County. KCHA shall hold the County harmless from any loss, damage, expense, claim or demand (including costs and attorneys' fees) resulting from KCHA's failure to comply with any applicable County, state, or federal law in connection with development of the Housing Project. The Parties shall comply with, among other laws and regulations, the requirements of the Open Public Meetings Act, Public Records Act, Growth Management Act, and the State Environmental Policy Act. Nothing in this Agreement shall restrict or limit the rights of the County to enforce its code or otherwise exercise its police powers.

11. Release of King County. KCHA, on behalf of itself, its directors, officers, representatives, employees and agents, (the "KCHA Parties") hereby waives, releases, acquits, and forever discharges the County, and all of its affiliated organizations, and its elected officials, officers, employees, representatives, agents, consultants, contractors and subcontractors (the "County Parties"), of and from any and all claims, actions, causes

of actions, demands, rights, damages, costs, expenses or compensation whatsoever, direct or indirect, known or unknown, foreseen or unforeseen, which KCHA or any KCHA Parties now have or which may arise in the future on account of or in any way related to or in connection with any past, present or future aspect, feature, characteristic, circumstance or condition arising out of this Agreement, provided however, that such release shall not apply or extend to (i) the representations, warranties, covenants and obligations of the County under this Agreement, and (ii) negligent acts or omissions or willful misconduct by the County Parties.

12. Indemnities. Each Party shall indemnify, defend and hold harmless the other Party and their officers, agents, and employees, or any of them, from and against any and all claims, actions, suits, liens, demands, losses, damages, costs, liabilities, fines, penalties, charges, administrative and judicial proceedings and orders, judgments, and all costs and expenses incurred in connection therewith (including, without limitation, reasonable attorneys' fees, reasonable costs of defense, and reasonable costs and expenses of all experts and consultants) ("Claim"), which are caused by or result from any negligent act or omission of the Party's own officers, agents, and employees arising directly out of the terms of this Agreement. For the avoidance of doubt, the County's grant of variances as described and provided under Section 6 shall not constitute negligence for the purposes of this indemnity. In the event of concurrent negligence, each Party shall indemnify, defend, and hold the other Party harmless only to the extent of the indemnifying Party's negligence. The indemnification to the County contained in this Section 13 shall be for the benefit of the County as an entity, and not for members of the general public.

In the event that any suit based upon a Claim is brought against a Party, the Party whose sole negligent actions or omissions gave rise to the claim shall defend the other Party at the indemnifying Party's sole cost and expense; and if final judgment be rendered against the other Party and its officers, agents, and employees or be rendered jointly against the Parties and their respective officers, agents, and employees, the Party whose sole negligent actions or omissions gave rise to the claim shall satisfy the same.

As between the Parties and solely for purposes of this Section 13, each Party expressly waives any immunity, defense or protection that may be granted to it under the Washington State Industrial Insurance Act, Title 51 RCW, or any other industrial insurance, workers' compensation or similar laws of the State of Washington to the fullest extent permitted by Applicable Law. This Section 19.1 shall not be interpreted or construed as a waiver of each Party's right to assert such immunity, defense or protection directly against any of its own employees or any such employee's estate or other representatives. This Section 19.13 has

been mutually negotiated by the Parties and shall survive the expiration or termination of this Agreement.

13. General Provisions.

13.1. Amendment. No modification to or amendment of this Agreement shall be effective unless a written amendment, approved by the County by ordinance, is executed by the authorized representatives of KCHA and the County.

13.2. Choice of Law and Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of Washington. Any action with respect to this Agreement shall be exclusively brought in King County Superior Court, subject to and as limited by the Dispute Resolution provisions in Section 5 herein.

13.3. Waiver. Failure to promptly enforce compliance with any term or provision of this Agreement shall not constitute a waiver or limitation of any right or remedy under this Agreement. No waiver shall be effective unless in writing. A waiver of any breach of this Agreement shall not constitute waiver of any subsequent breach of the same or different provision of this Agreement.

13.4. No Assignment or Third-Party Beneficiaries. Neither KCHA nor the County shall assign any of its rights or interests or delegate any of its obligations or duties under this Agreement without the prior written approval of the other. Nothing in this Agreement is intended to confer any rights or remedies on any persons or entities other than KCHA and the County.

13.5. Notice. Any notice provided for under this Agreement shall be sufficient if in writing and delivered personally to the following addressee or deposited in the United States mail, postage prepaid, certified mail, return-receipt requested, addressed as follows, or to such other address as the receiving party specifies in writing:

If to the County:

King County
Attention: Leon Richardson, Director, Department of Local Services
201 S Jackson Street
KSC-LS-0815
Seattle WA, 98104

If to KCHA:

King County Housing Authority
Attention: Robin Walls, President/CEO 600 Andover Park W.
Tukwila, WA 98188

13.6 Execution, Delivery and Performance of Agreement, Authority. The execution, delivery and performance of this Agreement by the County is within the powers of the County as a home rule charter county and has been or will be on or before the Effective Date, duly authorized by all necessary action of the County's legislative authority. The execution, delivery and performance of this Agreement by KCHA is within the powers of KCHA as a housing authority pursuant to chapter 35.82 RCW.

13.7 Headings; Recitals and Attachments. 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. The recitals and attachments to this Agreement are incorporated in this Agreement by this reference as if fully set forth herein.

13.8 Equal Opportunity to Draft. The Parties have participated and had an equal opportunity to participate in the drafting of this Agreement. No ambiguity shall be construed against any Party upon a claim that that Party drafted the ambiguous language.

13.9 Filing. A copy of this Agreement shall be filed and recorded with the King County Recorder's Office and indexed against the Property.

13.10 Severability. If one or more of the clauses of this Agreement is found to be unenforceable, illegal, or contrary to public policy, the Agreement will remain in full force and effect except for the clauses that are unenforceable, illegal, or contrary to public policy.

13.11 Entire Agreement. This Agreement and its Exhibits sets forth the entire agreement between the parties with respect to the subject matter hereof.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed and shall be effective as of last date signed by both parties.

HOUSING AUTHORITY OF THE COUNTY OF KING:

By: _____

Name: Robin Walls

Title: President/CEO

Date: _____

KING COUNTY

By: _____

Name: Girmay Zahilay

Title: County Executive

Date: _____

Attachments

Attachment 1: Site Plan dated December 12, 2025

Attachment 2: Tree Replacement Plan dated July 10, 2025

VUE TERRACE | SITE PLAN - PRELIMINARY

SCALE: 1"=50'-0"
SHW#: 22-028W

01 S 129TH ST
SEATTLE WA

HCA EXHIBIT
12/12/25
KCHA/MHCP

32 | 3rd Ave S #205 Seattle WA 98104
SHW_ARCHITECTURE

PLAN: SITE

1"=50'-0"

50' 100'



