

AFTER RECORDING RETURN TO:

Washington State Housing Finance Commission
1000 Second Avenue, Suite 2700
Seattle, Washington 98104-3601
Attn: Michael Soper, Portfolio Analyst

GNW 21-13576

TRANSFER AGREEMENT

OID: 06-10

(Raspberry Ridge II Apartments)

PURPOSE: Document is being recorded to maintain the terms of the **tax credit regulatory agreement** between the entities involved and the **Washington State Housing Finance Commission**

TRANSFEROR: **RASPBERRY RIDGE II LLC**

TRANSFeree: **HOUSING AUTHORITY OF SKAGIT COUNTY**

ABBREVIATED LEGAL: **Ptn. Tracts 25 and 36 Burl. Acreage and Ptn. NW-SE and NE-SW of 33-35-04**
(Additional Legal Description on Exhibit A hereto)

TAX PARCEL NO(S): **P126057, 134896 and ~~126504~~ P126054**

REFERENCE NO(S): **200711070129**

TRANSFER AGREEMENT – *Raspberry Ridge II Apartments*

TRANSFER AGREEMENT

OID: 06-10

(Raspberry Ridge II Apartments)

Washington State Housing Finance Commission
Low Income Housing Tax Credit Program

THIS TRANSFER AGREEMENT ("Agreement") is entered into as of 11/11, 2021, by and among the **WASHINGTON STATE HOUSING FINANCE COMMISSION**, a public body corporate and politic (the "Commission"); **RASPBERRY RIDGE II LLC**, a Washington limited liability company ("Transferor"), and **HOUSING AUTHORITY OF SKAGIT COUNTY**, a public body corporate and politic of the State of Washington (the "Transferee").

WHEREAS, the Commission and Transferor entered into a Regulatory Agreement (Extended Use Agreement) dated as of September 18, 2007, and recorded November 7, 2007], in the official public records of [Skagit, Washington, under Auditor's File No. 200711070129 (the "Tax Credit Regulatory Agreement") affecting that certain property described on Exhibit A attached hereto (the "Property"), wherein the Commission reserved an amount of Credit for allocation to the Property and improvements thereon in which Transferor agreed to own and operate such improvements as a "qualified low-income housing project" (the "Project") as that term is defined under Section 42 of the Internal Revenue Code of 1986, as amended (the "Code"), and comply with the terms, conditions and obligations of the Tax Credit Regulatory Agreement and the Commission's low-income housing tax credit program (the "Program"); and

WHEREAS, Transferor intends to transfer all of its rights, title and interest in the Project and the Property to Transferee (the "Transaction").

NOW THEREFORE, the parties hereto agree as follows:

1. Transferor represents that it is not in default under the terms of the Tax Credit Regulatory Agreement.
2. Subject to the terms hereof, the Commission hereby consents to the Transaction. This consent is not a waiver of the Commission's right to require its consent with respect to all other or future sales or transfers of the Project.
3. Transferee hereby assumes and agrees to perform all of the obligations of Transferor under the Tax Credit Regulatory Agreement, and agrees to be bound by all of the covenants, terms and conditions thereof.
4. Transferor agrees that all of Transferor's rights under the Tax Credit Regulatory Agreement are transferred to Transferee and that Transferor has no further right to the federal low-

income housing tax credit under such Tax Credit Regulatory Agreement (the "Credit") with respect to the Project.

5. Transferee expressly assumes such obligations and duties of Transferor and shall perform such terms, conditions and obligations as required by the Tax Credit Regulatory Agreement, any ancillary agreements entered into between the Commission and Transferor, the Program and Section 42 of the Code.

6. Transferee hereby acknowledges that, pursuant to Section 42(j)(6) of the Code, as amended by Section 3004(c) of the Housing and Economic Recovery Act of 2008, the statute of limitations for assessing a recapture tax will not expire until three (3) years from the date the Internal Revenue Service is notified of a reduction in qualified basis.

7. Transferee understands and acknowledges that the Commission makes no representation or warranty as to the availability of Credit to the Project, the use of Credit by Transferee or any other party, or the compliance of the Project with the Code, the Commission's Program or the terms, conditions or obligations of the Tax Credit Regulatory Agreement, and in no case shall the Commission's consent be construed as evidence of the Commission's determination that the Project is in such compliance.

8. Transferee hereby acknowledges and agrees that the Commission's consent is conditioned upon Transferee's compliance with the Tax Credit Regulatory Agreement and any terms, conditions or obligations contained in any related documents or agreements.

9. Solely to meet the safe harbor requirements of IRS Revenue Procedure 2005-37 and as a clarification of requirements already contained in the Tax Credit Regulatory Agreement, the following language is hereby added to the Tax Credit Regulatory Agreement: During the Compliance Period and Extended Use Period, (i) no tenant of a Low-Income Housing Unit may be evicted, and (ii) the owner may not refuse to renew a rental agreement, other than for Good Cause and each rental agreement shall so provide. Further, in addition to any other rights and remedies provided hereunder, any individual who meets the income limitation for a Low-Income Unit (whether a prospective, present or former occupant of the Building) shall have the right to enforce in any State court, the requirements of this Section. Good Cause is defined to mean (a) serious or repeated violation of the material term of the lease as that phrase is applied with respect to federal public housing at 24 C.F.R. Section 966.4(l)(2) or (b) failure or refusal to vacate the premises when there is a defective condition or damage that is so substantial that it is economically infeasible to remedy the defect with the tenant in possession.

10. Transferor and Transferee acknowledge that they have been advised to consult with their own legal counsel and tax advisors in connection with this Agreement, their participation in the Program, whether this Project qualifies for Credit, whether Credit may be utilized by Transferee or any investor, and with regard to the financial feasibility and viability of any building in the Project.

11. If any term or provisions of this Agreement or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected hereby. Each and every term of this Agreement shall be valid and enforceable to the fullest extent possible.

12. Transferee agrees to execute any and all documents and writings which may be necessary or expedient and to do other acts as will further the purposes hereof.

13. In the event any controversy or claim arises under this Agreement, the prevailing party shall be entitled to its reasonable costs, disbursements and attorney fees together with all expenses which it may reasonably incur, including but not limited to, costs incurred in searching records, expert witness and consultant fees, discovery depositions whether or not introduced into evidence in the trial, hearing or other proceeding and travel expenses in any arbitration, trial or other proceeding, including any proceeding brought to enforce an award or judgment, and any and all appeals taken therefrom.

14. This Agreement shall be governed by the laws of the State of Washington.

15. Transferor agrees to provide Transferee with the files, information, and data necessary to comply with the reporting requirements of the Tax Credit Regulatory Agreement.

16. This Agreement may be executed in several counterparts, and as executed shall constitute one instrument, binding on all the parties hereto, notwithstanding that all parties are not signatory to the original or the same counterpart.

(Signature/acknowledgment pages follow)

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their respective, duly authorized representatives.

TRANSFEROR:

RASPBERRY RIDGE II LLC,
a Washington limited liability company

By: Housing Authority of Skagit County,
a public body corporate and politic of
the State of Washington

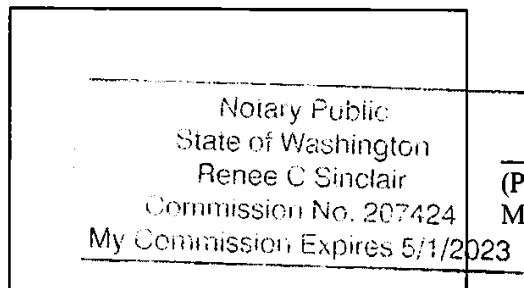
Its: General Partner


By: 
Name: Melanie Corey
Title: Executive Director

STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that Melanie Corey is the person who appeared before me and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the Executive Director of Housing Authority of Skagit County, a public body corporate and politic of the State of Washington, Managing Member of Raspberry Ridge II LLC, a Washington limited liability company, to be the free and voluntary act such party for the uses and purposes mentioned in the instrument.

DATED: 11/11, 2021.




(Print Name) Renee C Sinclair
My appointment expires: 5/1/2023

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their respective, duly authorized representatives.

TRANSFeree:

**HOUSING AUTHORITY OF SKAGIT
COUNTY,**

a public body corporate and politic of the State of
Washington

By: _____

Name: Melanie Corey

Title: Executive Director

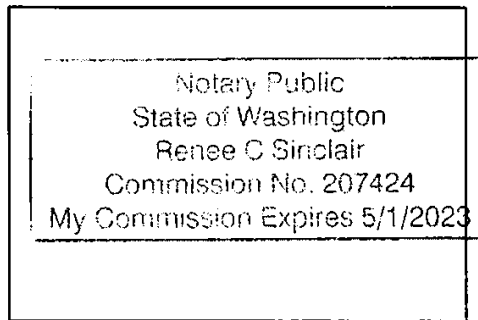
STATE OF WASHINGTON)

) ss.

COUNTY OF GRANT)

I certify that I know or have satisfactory evidence that Melanie Corey is the person who appeared before me and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the Executive Director of Housing Authority of Skagit County, a public body corporate and politic of the State of Washington, to be the free and voluntary act such party for the uses and purposes mentioned in the instrument.

DATED: Nov 11, 2021.



(Print Name) Renee C Sinclair
My appointment expires: 5/1/2023

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their respective, duly authorized representatives.

WASHINGTON STATE HOUSING FINANCE COMMISSION, a body corporate and politic of the State of Washington

By: Steve Walker
 Name: Steve Walker
 Its: Executive Director

STATE OF WASHINGTON)
) ss.
 COUNTY OF KING)

I certify that I know or have satisfactory evidence that Steve Walker is the person who appeared before me and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the Executive Director of Washington State Housing Finance Commission, a body corporate and politic of the State of Washington, to be the free and voluntary act such party for the uses and purposes mentioned in the instrument.

DATED: December 10, 2021.

TERA AHLBORN
 Notary Public
 State of Washington
 Commission # 159309
 Commission Expires 5/3/2024

DocuSigned by:
Tera Ahlborn
 3656677E521A413
 (Print Name) Tera Ahlborn
 My appointment expires: 5/3/2024

Address for Notices:

Washington State Housing Finance Commission
1000 Second Avenue, Suite 2700
Seattle, Washington 98104-3601
Attn: Michael Soper, Portfolio Analyst

TRANSFER AGREEMENT – *Raspberry Ridge II Apartments*

SIGNATURE PAGE

EXHIBIT A
LEGAL DESCRIPTION

The land in the County of Skagit, State of Washington, described as follows:

PARCEL "A":

That portion of the Northwest 1/4 of the Southwest 1/4 and the Northeast 1/4 of the Southwest 1/4 of Section 33, Township 35 North, Range 4 East, W.M. and of Tracts 25 and 36, "PLAT OF THE BURLINGTON ACREAGE PROPERTY," as per plat recorded in Volume 1 of Plats, page 49, records of Skagit County, Washington, being more particularly described as follows:

Beginning on the West line of said Northwest 1/4 of the Southeast 1/4 at a point South 0°01'36" West, a distance of 201.00 feet from the center of said Section 33;
thence South 89°40'42" East parallel with the North line of said Southeast 1/4 a distance of 290.00 feet;
thence South 0°01'36" West, parallel to the West line of said Southeast 1/4, a distance of 404.00 feet;
thence North 89°40'42" West, parallel to the North line of said Southeast 1/4, a distance of 257.00 feet; thence South 0°01'36" West, parallel to the West line of said Southeast 1/4, a distance of 206.55 feet;
thence North 89°40'42" West, parallel to the North line of said Southeast 1/4 a distance of 33.00 feet to the West line of said Southeast 1/4;
thence continuing North 89°40'42" West, parallel to the North line of said Southeast 1/4 a distance of 247.68 feet;
thence North 0°01'36" East, parallel to the East line of said Southwest 1/4, a distance of 610.55 feet;
thence South 89°40'42" East, parallel to the North line of said Southeast 1/4, a distance of 247.68 feet to the Point of Beginning.

PARCEL "B":

A non-exclusive easement for ingress, egress and utilities, over, under and across the West 65.00 feet of the East 247.68 feet of the North 201.00 feet of the Northeast 1/4 of the Southwest 1/4 of Section 33, Township 35 North, Range 4 East, W.M., also being a portion of said Tract 25 of "PLAT OF BURLINGTON ACREAGE PROPERTY".

EXCEPT that portion within the right-of-way of Lafayette Road.

Situate in the County of Skagit, State of Washington.