

**MULTI-FAMILY HOUSING TWELVE-YEAR LIMITED PROPERTY
TAX EXEMPTION AGREEMENT**

THIS AGREEMENT is entered into this ____ day of _____, 2019, by and between Pacific NW Pro LLC, hereinafter referred to as the “Applicant,” and the CITY OF TACOMA, a first-class charter city hereinafter referred to as the “City.”

WITNESSETH:

WHEREAS the City has an interest in stimulating new construction or rehabilitation of multi-family housing in Residential Target Areas in order to reduce development pressure on single-family residential neighborhoods, increase and improve housing opportunities, and encourage development densities supportive of transit use, and

WHEREAS the City has, pursuant to the authority granted to it by Chapter 84.14 of the Revised Code of Washington, designated various Residential Target Areas for the provision of a twelve-year limited property tax exemption for new multifamily residential housing, and

WHEREAS the City has, through Ordinance No. 25789, enacted a program whereby property owners may qualify for a Final Certificate of Tax Exemption which certifies to the Pierce County Assessor-Treasurer that the owner is eligible to receive a limited property tax exemption, and

WHEREAS the Applicant is interested in receiving a twelve-year limited property tax exemption to develop 114 market-rate and affordable housing rental units, located at 7843 Pacific Avenue, and

WHEREAS the housing will consist of 114 market-rate and affordable housing rental units containing 43 market rate studios of 598 square feet renting for \$1200 per month; 9 market rate one-bedroom, one bathroom units of 704 square feet renting for \$1300 per month; 38 market rate two-bedroom, two bathroom units of 969 square feet renting for \$1500 per month; 11 affordable studio units of 598 square feet renting for \$1124 per month (including basic utilities); 3 affordable one-bedroom, one bathroom units of 704 square feet renting for \$1284 per month (including basic utilities); and 10 affordable two-bedroom, two bathroom units of 969 square feet renting for \$1444 per month (including basic utilities). The project includes 96 parking spaces. The construction cost is estimated at \$12,000,000 and will provide approximately 56,471 labor hours of employment. Annual property taxes to be exempted are estimated to be approximately \$155,568 of which \$35,781 would be the City’s portion. The land portion will continue to produce tax revenues throughout the exemption.

Construction is expected to begin in the Fall 2019 and be completed in May of 2022, and

WHEREAS the Applicant has submitted to the City preliminary site plans and floor plans for multi-family residential housing to be created on said property and described more specifically as follows:

LEGAL DESCRIPTION:

7843 Pacific Avenue

Tax Parcel 7850001235

That portion of the Northeast Quarter of the Northwest Quarter of Section 33, Township 20 North, Range 03 East, W.M., City of Tacoma, Pierce County, Washington, described as follows: Lot 1, City of Tacoma Short Plat No. 40000020626, per recording number 200405055004, records of Pierce County, Washington. Except that portion deeded to City of Tacoma for Right of Way, per 201605190851, records of Pierce County, Washington.

Also that portion of the Southeast Quarter of the Southwest Quarter of Section 28, Township 20 North, Range 03 East, W.M., City of Tacoma, Pierce County, Washington, described as follows: Revised parcels 'A' and 'B' per City of Tacoma Boundary Line Adjustment per recording number 9803050087, records of Pierce County, Washington.

Also together with that portion of Lot 16 of T.J. Spooner's Five Acre Lots according to the plat thereof recorded in Book 1 of Plats, Page 65, records of Pierce County, Washington, described as follows:

Commencing at the Northeast corner of Lot 16 of said T.J. Spooner Five Acre Lots, thence West along the North line of said Lot 16, a distance of 296.45 feet;
Thence South parallel with the East line of said Lot 16, a distance of 75.00 feet to the **True** Point of Beginning; Thence continue South parallel with the East line of said Lot 16, a distance of 105.00 feet to the North line of the South 151.84 feet of said Lot 16; Thence West along the North line of said South 151.84 feet to the East margin line of Pacific Avenue, as existing at 80.00 feet in width; Thence South along said East margin line to the South line of said Lot 16; Thence East along said South line, a distance of 316.84 feet to the West line of the East 296.45 feet of said Lot 16; Thence North along said West line, a distance of 140.00 feet to the Northwest corner of revised Parcel 'A' per City of Tacoma Boundary Line Adjustment per recording number 9803050087; records of Pierce County, Washington; Thence East along the North line of said Boundary Line Adjustment, a distance of 111.45 feet to the Southwest corner of Lot 3, City of Tacoma Short Plat MPD2014-40000219036, per recording number 201407035001 records of Pierce County, Washington; Thence North along the West line of said short plat, a distance of 116.84 feet; Thence West parallel with the North line of said Lot 16, a distance of 111.45 feet to the **True** Point of Beginning.

Situate in the City of Tacoma, County of Pierce, State of Washington.

“hereinafter referred to as the “Site,” and

WHEREAS the City has determined that the improvements will, if completed as proposed, satisfy the requirements for a twelve-year Final Certificate of Tax Exemption;

NOW, THEREFORE, the City and the Applicant do mutually agree as follows:

1. The City agrees to issue the Applicant a Conditional Certificate of Acceptance of Tax Exemption.

2. The Applicant agrees to construct on the Site multi-family residential housing substantially as described in the most recent site plans, floor plans, and elevations on file with the City as of the date of City Council approval of this Agreement. In no event shall such construction provide fewer than four new multi-family permanent residential units nor shall it provide fewer than half of its total residential units as permanent housing.

3. The Applicant agrees to complete construction of the agreed upon improvements within three years from the date the City issues the Conditional Certificate of Acceptance of Tax Exemption, or within any extension thereof granted by the City.

4. The Applicant agrees, upon completion of the improvements and upon issuance by the City of a temporary or permanent certificate of occupancy, to file with the City's Community and Economic Development Department the following:

- (a) a statement of expenditures made with respect to each multi-family housing unit and the total expenditures made with respect to the entire property;
- (b) a description of the completed work and a statement of qualification for the exemption; and
- (c) a statement that the work was completed within the required three year period or any authorized extension.

5. The City agrees, conditioned on the Applicant's successful completion of the improvements in accordance with the terms of this Agreement and on the Applicant's filing of the materials described in Paragraph 4 above, to file an twelve-year Final Certificate of Tax Exemption with the Pierce County Assessor-Treasurer.

6. The Applicant agrees, within 30 days following the first anniversary of the City's filing of the Final Certificate of Tax Exemption and each year thereafter for a period of twelve-years, to file a notarized declaration with the City's Community and Economic Development Department indicating the following:

- (a) a statement of occupancy and vacancy of the multi-family units during the previous year;

- (b) a certification that the property continues to be in compliance with this Agreement; and,
- (c) a description of any subsequent improvements or changes to the property.

7. If the Applicant converts to another use any of the new multi-family residential housing units constructed under this Agreement, the Applicant shall notify the Pierce County Assessor-Treasurer and the City's Department of Community and Economic Development within 60 days of such change in use.

8. The Applicant agrees to notify the City promptly of any transfer of Applicant's ownership interest in the Site or in the improvements made to the Site under this Agreement.

9. The City reserves the right to cancel the twelve-year Final Certificate of Tax Exemption should the Applicant, its successors and assigns, fail to comply with any of the terms and conditions of this Agreement.

10. No modifications of this Agreement shall be made unless mutually agreed upon by the parties in writing.

11. In the event that any term or clause of this Agreement conflicts with applicable law, such conflict shall not affect other terms of this Agreement which can be given effect without the conflicting term or clause, and to this end, the terms of this Agreement are declared to be severable.

12. This Agreement governs the property tax exemption for this property only and is not to be construed as approval of, or providing authority for, any other requirement under state or local law, including but not limited to building permits or variances.

13. The Applicant agrees to keep the property in a nuisance free condition during both the temporary and final tax exemption periods.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year first above written.

CITY OF TACOMA

Pacific NW Pro LLC

Elizabeth Pauli
City Manager

By: _____
Its: _____

Countersigned:

Jeff Robinson,
Community & Economic Development Dept. Director

Andrew Cherullo, Finance Department Director

Attest:

Doris Sorum, City Clerk

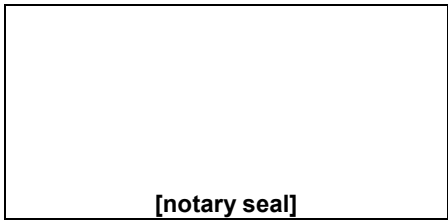
Approved as to Form:

Deputy City Attorney

STATE OF WASHINGTON)
) ss.
County of Pierce)

On this ____ day of _____, 2019, before the undersigned, a Notary Public in and for the state of Washington, duly commissioned and sworn, personally appeared _____, to me known to be the authorized signor for Pacific NW Pro LLC and the person who executed the foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said person, for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year first above written.



NOTARY PUBLIC
Printed Name: _____
Residing at _____
My commission expires _____