

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

THIS AGREEMENT is entered into this \_\_\_\_ day of \_\_\_\_\_, 2018, by and between LWBG INVESTMENTS INC and, 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 an 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 an twelve-year limited property tax exemption to develop 18 market-rate and affordable housing rental units, located at 705 South I Street, and

WHEREAS the housing will consist of 18 market-rate and affordable housing rental units containing 2 market rate studio units of 390 square feet renting for \$1000 per month; 11 market rate one-bedroom, one bathroom units of 400 square feet renting for \$1200 per month; 2 affordable studio units of 390 square feet renting for \$1044 per month (including basic utilities); 3 affordable one-bedroom, one bathroom units of 400 square feet renting for \$1192 per month (including basic utilities) and include 3 on-site residential parking spaces. The construction cost is estimated at \$950,000 and will provide approximately 4,500 labor hours of employment. Annual property taxes to be exempted are estimated to be approximately \$15,300 of which \$3,400 would be the City's portion. The land portion will continue to produce tax revenues throughout the exemption. Construction is expected to begin in October of 2018 and be completed in October 2019, 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:

705 South I Street

Tax Parcel 2007170030

That portion of the Northwest Quarter of the Northeast Quarter of Section 05, Township 20 North, Range 03 East of the Willamette Meridian, more particularly described as follows:

Lots 2 and 3, Block 717, Parkers Plat in New Tacoma, W.T., according to the Plat thereof recorded in Volume 1 of Plats, Page 27, records of Pierce County, Washington.

Together with the West 10 feet of alley adjoining said lots, Vacated by Ordinance No. 1626 of the City of Tacoma.

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.

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

**CITY OF TACOMA**

**LWBG INVESTMENTS INC**

\_\_\_\_\_  
Elizabeth Pauli  
City Manager

By: \_\_\_\_\_  
Its: \_\_\_\_\_

Countersigned:

\_\_\_\_\_  
Jeff Robinson,  
Community & Economic Development Dept. Director

\_\_\_\_\_  
Andrew Cherullo, Finance Department Director

Attest:

\_\_\_\_\_  
Doris Sorum, City Clerk

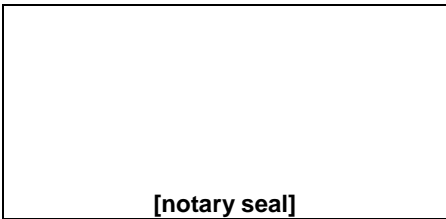
Approved as to Form:

\_\_\_\_\_  
Deputy City Attorney

STATE OF WASHINGTON        )  
  ) ss.  
County of Pierce                )

On this \_\_\_\_ day of \_\_\_\_\_, 2018, 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 LWBG INVESTMENTS INC 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 \_\_\_\_\_