

Honorable Bryan Chushcoff

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON  
IN AND FOR THE COUNTY OF PIERCE

TACOMA LIFE PROPERTIES, LLC

Petitioner,

vs.

CITY OF TACOMA, a municipal  
corporation,

Respondent.

NO. 19-2-12930-7

SETTLEMENT AGREEMENT

1. **Parties.** The parties to this Settlement Agreement (the "Agreement") are Tacoma Life Properties, LLC ("Tacoma Life"), and the City of Tacoma ("City"), (collectively, the "Parties,").

2. **Settlement.** The Parties have agreed to settle the above-captioned litigation, *Tacoma Life Properties, LLC v. City of Tacoma*, Case No. 19-2-12930-7, filed in the Superior Court of Washington for Pierce County (the "Litigation"), as provided in this Agreement.

3. **Approval of Rezone of Tacoma Life Properties.** The Tacoma City Council at the regular City Council meeting of March 17, 2020, will consider for approval the rezone of Tacoma Life's properties in accordance with the Finding's Conclusions, and Recommendations of the City's Hearing Examiner, dated August 16, 2019.

4. **Reporting on Safety Conditions.** The future facility on the properties is subject to operational safety conditions imposed by the Hearing Examiner, including those submitted as answers by Tacoma Life to questions posed by the Tacoma Police Department, which were incorporated into the Finding's Conclusions, and Recommendations of the City's Hearing Examiner, dated August 16, 2019 ("Operational



1 Safety Conditions"). For a period of two years following commencement of regular  
2 business operations at the future Tacoma Life facility, Tacoma Life will meet two times  
3 per year with the Tacoma City Manager or designee to further good communications  
4 regarding the interests of both parties and to discuss the implementation of and  
5 compliance with, the Operational Safety Conditions. Nothing in this provision permits  
6 the City to alter the Operational Safety Conditions in any way or add new/additional  
7 conditions of any kind.

8 **5. Mutual Releases.** The Parties fully and mutually release each other for  
9 all presently existing claims related to the subject of the above-captioned Litigation,  
10 whether known or unknown as of the date of this Agreement. Such releases will include  
11 the parties' agents, employees, affiliated entities, and attorneys.

12 **6. Dismissal of Litigation.** After this settlement is finalized, including action  
13 by the Tacoma City Council to approve the rezone of Tacoma Life's properties, the City  
14 will refrain from filing, or dismiss its appeal if filed, and Tacoma Life will dismiss all claims  
15 in the above-captioned Litigation with prejudice.

16 **7. Approvals.** This Agreement is subject to all necessary approvals by the  
17 Tacoma City Council, and Tacoma Life. By signing below, each Party confirms that  
18 they are authorized to execute this Agreement.

19 **8. Condition.** This agreement is conditioned upon approval by the City  
20 Council on March 17, 2020 of second reading of the rezone ordinance described above  
21 in strict conformance with the Hearing Examiner's decision dated August 16, 2019, with  
22 no additional conditions other than as set forth in this agreement. If this condition is not  
23 timely met, this agreement shall be null and void.

24 **9. Permits.** The City recognizes Tacoma Life has had its project delayed  
25 through no fault of its own and that time is of the essence. Therefore, the City agrees to  
process future permits associated with Tacoma Life's project in an expeditious manner,  
including giving them priority in the review process.

**10. Drafting.** The Parties cooperated in the drafting of this Agreement, and  
if it is finally determined that any provision in this Agreement is ambiguous, that  
provision shall not be presumptively construed against any Party.

**11. Knowing and Voluntary.** The Parties acknowledge that they enter this  
Agreement knowingly, voluntarily, and intelligently. Each of the Parties is represented  
by an attorney. Each of the Parties acknowledge that he, she or it has been given  
adequate opportunity to have this Agreement reviewed by the legal, tax, and financial  
advisors of the Party and understands that this Agreement affects his, her or its legal  
rights. Each Party affirms that he or she has the requisite capacity, understanding and  
knowledge to enter into this Agreement and to be bound by it.

**12. Integrated Agreement.** This Agreement is an integrated document,  
together with the exhibits hereto, and constitutes the entire agreement among the

1 Parties. It may not be changed or modified except in writing specifically referring hereto  
2 and duly executed by the Parties. In executing this Agreement no Party hereto is relying  
3 on any statement or representation of any other Party not made herein.

4 13. **Counterparts of this Agreement.** This Agreement may be executed in  
5 several counterparts, each of which shall be deemed an original, but all of which  
6 together shall constitute one and the same instrument. For the purposes of this  
7 Agreement, a signature transmitted by facsimile or e-mail shall be deemed an original  
8 signature.

9 14. **Authority to enter into this Agreement.** The persons executing this  
10 Agreement represent and warrant that they have the authority to bind themselves and/or  
11 the entities on whose behalf they are executing the Agreement.

12 DATED this \_\_\_\_\_ day of March, 2020.


13 WILLIAM C. FOSBRE, City Attorney

14 By:

15 \_\_\_\_\_  
16 STEVE VICTOR, WSBA #20598  
17 Deputy City Attorney  
18 Attorney for City of Tacoma

19 GORDON THOMAS HONEYWELL, LLP

20 By:

21   
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