

**DEVELOPMENT AGREEMENT
BY AND BETWEEN THE CITY OF PUYALLUP
AND STEP BY STEP, FOR THE
GERMAINE KORUM CENTER FOR WOMEN AND CHILDREN**

I. PREAMBLE

THIS DEVELOPMENT AGREEMENT is made and entered into this 6th day of October, 2018, by and between the City of Puyallup ("City") and Step by Step Family Support Center ("Step by Step").

II. RECITALS

WHEREAS, the Washington State Legislature has authorized the execution of a development agreement between a local government and an entity having ownership or control of real property within its jurisdiction (RCW 36.70B.170(1)); and

WHEREAS, a development agreement must set forth the development standards and other provisions that shall apply to, govern and vest the development, use and mitigation of the development of the real property for the duration specified in the agreement (RCW 36.70B.170(1)); and

WHEREAS, for the purposes of this development agreement, "development standards" includes, but is not limited to, all of the standards listed in RCW 36.70B.170(3); and

WHEREAS, a development agreement must be consistent with the applicable development regulations adopted by a local government planning under chapter 36.70A RCW (RCW 36.70B.170(1)); and

WHEREAS, this Development Agreement by and between the City and Step by Step (hereinafter the "Agreement"), relates to the development known as the Germaine Korum Center for Women and Children, which is located at: 703 33Rd St SE, Puyallup; and

WHEREAS, a development agreement must be approved by ordinance or resolution after a public hearing (RCW 36.70B.200); and

WHEREAS, a public hearing for this Agreement was held on Aug 22nd, and the City council approved this Agreement by ~~Ordinance/Resolution~~ _____ on August: 22, 2017.

NOW THEREFORE, in consideration of the mutual promises set forth here, the Parties hereto agree as follows:

III. AGREEMENT

Section 1. The Subject Property. The Subject Property, previously a small portion of the Van Lierop Bulb Farm, was acquired by Step by Step from the City. It consists of approximately six acres spanning two parcels: Pierce County parcel numbers 0420253070 and 0420253071, which are legally described in Exhibit A.

Section 2. The Project. Step by Step is a Washington State 501(c)3 non-profit that provides maternity support services and infant case management to at-risk pregnant women. Its mission is to transform the lives of at-risk pregnant women so they will deliver a healthy baby, embrace positive parenting, and establish a safe home. The purpose of this Project is to redevelop and establish appropriate uses for the Subject Property to accomplish community service objectives, create job opportunities and generate ongoing revenue to fund onsite programs to further this mission. A depiction of the proposed redevelopment is attached as Exhibit B.

Section 3. Exhibits. Exhibits to this Agreement are as follows:

- a) Exhibit A – Legal description of the Subject Property.
- b) Exhibit B – Map showing Proposed Redevelopment.

Section 4. Project is a Private Undertaking. It is agreed among the Parties that the Project is a private development and that the City has no interest therein except as authorized in the exercise of its governmental functions.

Section 5. Effective Date and Term. This Agreement shall commence upon the effective date of the Adopting Ordinance approving this Agreement and execution by both Parties, and shall continue in effect for a period of Ten (10) years.

Section 6. Terms. The Subject Property is vested to the following development terms:

A. Lot Status

The Subject Property consists of two legal lots that for the purposes of development under City code may be developed consistent with this Agreement.

B. Uses

The following are permitted uses for the Subject Property:

- Retail
- Group Events
- Agricultural Use and Support
- Dine – in Restaurant
- Bed and Breakfast
- Community Facility
- Commercial Use, General
- Day Care Center
- Limited Manufacturing/Light Industrial Use

Mixed-Use Development

C. Building Activities

The structures as depicted on the Map Showing the Proposed Redevelopment, Exhibit B, have the following activities:

- 1) Common Building
 - i. Possible Activities: Café, coffee shop, banquets, weddings, catering, baking, cooking instruction, meals-to-go preparation, auctions, social events and training and education.
- 2) Gateway Building
 - i. Possible Activities: Coffee shop, operations offices; retail sales of agricultural products, packages meals and sale of products assembled on-site; possible bicycle rentals, buying/sales training, event receptions, staging for community tours.
- 3) Festival Building
 - i. Possible Activities: Open air group events, wine tasting, outdoor event staging
- 4) East House
 - i. Possible Activities: B & B Lodging, Daycare.
- 5) West House
 - i. Current Activities: Organizational Office Operations, Internal training
- 6) Auxiliary Building
 - i. Possible Activities: Tractors and Equipment Repair, Auto Repair, Product Packaging, Product Fabrication and Assembly, Shipping and Receiving.
- 7) **Greenhouse I and Greenhouse II**
 - i. Possible Activities: Cultivation of flowers, Cultivation of vegetables,

D. Traffic

Based on prior use, the subject property is vested with 142 PM peak trips.

E. Parking

Parking for the Commons Building and the Gateway Building as depicted in Exhibit B is 85 stalls. Total off street parking will be reduced from a total of 251 (as required by PMC 20.55.010) to a maximum of 119 required off-street stalls

F. Setbacks

Setbacks are established based on the structures as identified in Exhibit B that are located closest to the property line or as established by code, whichever is less. Parking, signage, landscaping, play structures and other similar features may be placed in the setbacks.

G. Impervious Surface

Based on the current and proposed uses and subsequent parking requirement, the impervious surface limit is established at 60%.

H. Sanitary Sewer

An onsite sanitary system will be installed, which may consist of a septic tank in conjunction with a pumping service in lieu of an engineered system with drain fields. Step by Step will connect with Sanitary Sewer when available within 300' of the Property, and the existing septic system is in need of enlargement or repair (PMC 14.08.070(3)).

I. Required Type IV Parking Lot Landscaping

The Parking Lot shall conform to minimum island size requirements (as outlined in section 14.4 of the VMS), but will not need to conform to the 'no more than 8 parking stalls in a row' standard. A maximum of 10 (10) consecutive stalls will be allowed through the Development Agreement, consistent with the submitted site plan.

J. Perimeter Landscape Buffer

The landscape buffer to the North and East adjacent to City property is 12ft. The remaining required landscape buffer would be the full depth of the setback, or 12ft, whichever is less. The

K. Phasing/Continued Use

Step by Step intends to phase redevelopment and will continue to use the Subject Property during each phase. To accommodate a phased approach, parking standards and other site improvements will only be required for those structures and portions of the Subject Property being redeveloped during each phase.

Site access regarding fire access, site development standards regarding fire flow, development standards, and fire hydrants; construction must coincide with project development phases as determined by the Building and/or Fire Code Official to maintain building and fire code compliance.

The following is a proposed phasing schedule, subject to change.

	Estimated Dates
Phase 1 Commons Building Renovation Gateway Building Renovation Site Parking and Utility Infrastructure Storm Water Management System Landscaping and hardscaping at South portion of site and perimeter. Greenhouse 1	2017-2018
Phase 2 Greenhouse 2	2020
Phase 3 Festival Building Renovations Landscaping and hardscaping at center portion of site.	2022-2023

Amphitheater

Phase 4	West House Improvements	2024
Phase 5	Auxiliary Building 'needs based' improvements Completed parking Landscaping and hardscaping at North portion of site. Renovation of East House	2026-2027

L. Signs

Project is allowed a minimum of one freestanding sign (monument, pole or as agreed to by the Parties) per entrance to the Subject Property.

M. Occupancy Approvals

Occupancy approval requires permit application, review fees, issuance and the issuance of a certificate of occupancy prior to occupancy or use; except as existing occupancy approvals provide. Approvals identified in this agreement are limited to the use category for land use and as outlined in this Development Agreement; where the City and State building codes regulate occupancy approval.

N. William Pipeline

Coordinate and comply with William Pipeline Easement requirements and other potential easement restrictions.

Section 7. Vested Rights. Step by Step is assured, and the City agrees, that the development rights, obligations, terms and conditions specified in this Agreement, are fully vested and may not be changed or modified by the City, except as may be expressly permitted by, and in accordance with, the terms and conditions of this Agreement. Notwithstanding the forgoing and pursuant to RCW 36.70B.170(4), the City reserves the authority to impose new or different regulations to the extent required by a serious threat to public health and safety.

Section 8. Modifications. Modifications to occupancies consistent with the permitted uses identified herein and other modifications as allowed by City Code may be made by the City's Community Development Director and Step by Step shall not require an amendment to this Agreement.

Section 9. Failure to Commence or Cessation of Development. In the event of causes beyond Step by Step's control or other circumstances that result in a failure to commence construction or cessation of development in compliance with this Agreement, Step by Step shall surrender the Agreement and the Subject Property shall thereafter develop under the base zoning and regulations in effect prior to the Agreement's approval. (See PMC 1.15.060(9))

IV. GENERAL PROVISIONS

Section 1. Assignment of Interests, Rights, and Obligations. This Agreement shall be binding and inure to the benefit of the Parties. No Party may assign its rights under this Agreement without the written consent of the other Party, which consent shall not unreasonably be withheld.

Section 2. Incorporation of Recitals. The Recitals contained in this Agreement, and the Preamble paragraph preceding the Recitals, are hereby incorporated into this Agreement as if fully set forth herein.

Section 3. Severability. The provisions of this Agreement are separate and severable. The invalidity of any clause, sentence, paragraph, subdivision, section, or portion or the invalidity of the application thereof to any person or circumstance, shall not affect the validity of the remainder of this Agreement, or the validity of its application to other persons or circumstances.

Section 4. Governing Law and Venue. This Agreement shall be construed and enforced in accordance with the laws of the State of Washington. Venue for any action shall lie in Pierce County Superior Court or the U.S. District Court for Western Washington.

Section 5. Attorneys' Fees. In the event of any litigation or dispute resolution process between the Parties regarding an alleged breach of this Agreement, neither Party shall be entitled to any award of attorneys' fees.

Section 6. No Third-Party Beneficiaries. This Agreement is for the benefit of the Parties hereto only and is not intended to benefit any other person or entity, and no person or entity not a signatory to this Agreement shall have any third-party beneficiary or other rights whatsoever under this Agreement. No other person or entity not a Party to this Agreement may enforce the terms and provisions of this Agreement.

Section 7. Integration. This Agreement and its exhibits represent the entire agreement of the Parties with respect to the subject matter hereof. There are no other agreements, oral or written, except as expressly set forth herein.

Section 8. Authority. The Parties each represent and warrant that they have full power and actual authority to enter into this Agreement and to carry out all actions required of them by this Agreement. All persons are executing this Agreement in their representative capacities and represent and warrant that they have full power and authority to bind their respective organizations.

Section 9. Covenants Running with the Land. The conditions and covenants set forth in this Agreement and incorporated herein by the Exhibits shall run with the land and the benefits and burdens shall bind and inure to the benefit of the Parties.

Section 10. Amendment to Agreement. This Agreement may be amended by mutual consent of all of the Parties, provided that any such amendment shall follow the process established by law for the adoption of a development agreement (*see*, RCW 36.70B.200).

Section 11. Police Power. Nothing in this Agreement shall be construed to diminish, restrict or limit the police powers of the City granted by the Washington State Constitution or by general law.

Section 12. Recording. Step by Step shall record an executed copy of this Agreement with Pierce County, pursuant to RCW 36.70B.190, no later than fourteen (14) days after the Effective Date.

Section 13. Unaddressed Issues. All issues or matters not addressed by this Agreement shall be determined and interpreted consistent with City code and other applicable law.

IN WITNESS WHEREOF, the parties hereto have caused this Development Agreement to be executed as of the dates set forth below:

STEP BY STEP

By Krista Linden
Krista Linden, Executive Director

CITY OF PUYALLUP

By Kevin Yamamoto
~~Its Mayor~~ Kevin Yamamoto
City Manager

ATTEST:

By Mary Winter
City Clerk

APPROVED AS TO FORM:

By Joseph M. Beal
City Attorney

STATE OF WASHINGTON)
) ss.
COUNTY OF Pierce)

On this 6th day of October, 2017, before me personally appeared Krista Linden, to me known to be the individual that executed the within and foregoing instrument, and acknowledged the said instrument to be his/her free and voluntary act and deed for the uses and purposes therein mentioned, and on oath stated that he/she is authorized to execute said instrument.



Pamela S Rayburn
Print name: Pamela S. Rayburn
NOTARY PUBLIC in and for the State of
Washington
Residing at Puyallup WA
Commission expires: June 14, 2021

STATE OF WASHINGTON)
) ss.
COUNTY OF Pierce)

On this 10th day of October, 2017, before me personally appeared @Kevin Yamamoto, to me known to be the individual that executed the within and foregoing instrument, and acknowledged the said instrument to be his/her free and voluntary act and deed for the uses and purposes therein mentioned, and on oath stated that he/she is authorized to execute said instrument.



Jessica Johnson
Print name: Jessica Johnson
NOTARY PUBLIC in and for the State of
Washington
Residing at Puyallup
Commission expires: 7-22-20

Exhibit A
Subject Property Description

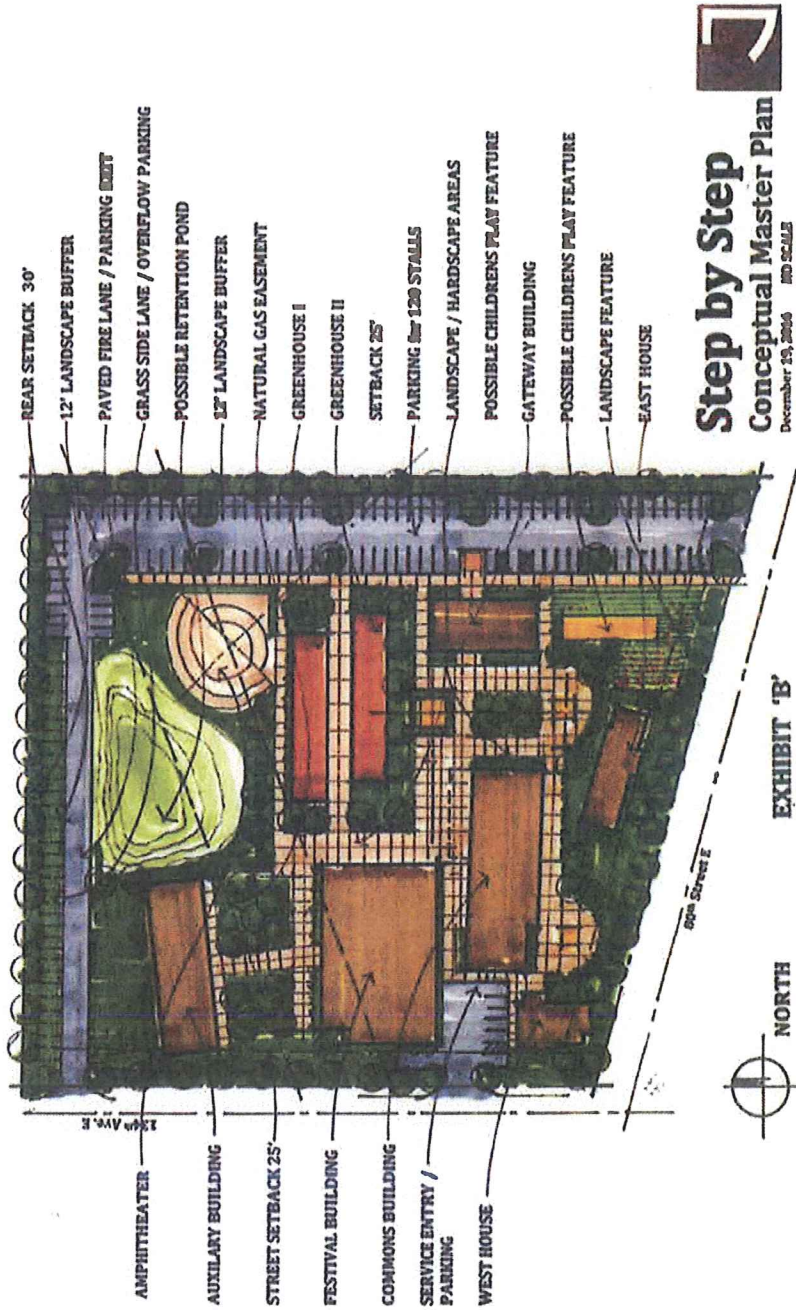
Parcel 0420253070

Section 25 Township 20 Range 04 Quarter 33 SEG FOR TAX PURPOSES ONLY CANNOT BE SOLD OR SUBD WITHOUT PARCEL 3-071 POR OF FOLL DESC PROP LY IN VALLEY WATER DIST L 2 OF BLR 2015-12-24-5001 DESC AS POR OF W 1/3RD OF S 1/2 OF SW COM INTER OF E LI OF SD W 1/3RD OF S 1/2 & N MARG OF 80TH ST E TH N 88 DEG 40 DEG 46 SEC W 49.23 FT ALG SAID N MARG TO AN ANGLE POINT TH N 74 DEG 06 DEG 46 SEC W 333.37 FT ALG SAID N MARG TO POB TH N 607.11 FT TH N 88 DEG 23 DEG 27 SEC W 501.42 FT TO THE E MARG OF 134TH AV E TH S 478.99 FT ALG SD E MARG TO SD N MARG TH S 74 DEG 06 DEG 46 SEC E 519.41 FT ALG SD N MARG TO THE POB EASE OF RECORD OUT OF 3-045, 3-054 & 3-701 SEG 2016-0311 BB 3/24/16 BB

Parcel 0420253071

Section 25 Township 20 Range 04 Quarter 33 SEG FOR TAX PURPOSES ONLY CANNOT BE SOLD OR SUBD WITHOUT PARCEL 3-070 L 2 OF BLR 2015-12-24-5001 DESC AS POR OF W 1/3RD OF S 1/2 OF SW COM INTER OF E LI OF SD W 1/3RD OF S 1/2 & N MARG OF 80TH ST E TH N 88 DEG 40 DEG 46 SEC W 49.23 FT ALG SAID N MARG TO AN ANGLE POINT TH N 74 DEG 06 DEG 46 SEC W 333.37 FT ALG SAID N MARG TO POB TH N 607.11 FT TH N 88 DEG 23 DEG 27 SEC W 501.42 FT TO THE E MARG OF 134TH AV E TH S 478.99 FT ALG SD E MARG TO SD N MARG TH S 74 DEG 06 DEG 46 SEC E 519.41 FT ALG SD N MARG TO THE POB EASE OF RECORD OUT OF 3-700 SEG 2016- 0311 BB 3/24/16 BB

Exhibit B
Map showing Proposed Redevelopment.



Step by Step
Conceptual Master Plan
 December 25, 2005 1/8" SCALE