

RESOLUTION 2026-CC

A RESOLUTION OF THE TOWN OF EATONVILLE, WASHINGTON, AUTHORIZING THE TOWN TO ENTER INTO A FIRST AMENDMENT TO A DEVELOPMENT AGREEMENT BETWEEN THE TOWN OF EATONVILLE AND CENTERPOINT EATONVILLE

WHEREAS, CenterPoint Eatonville, a non-profit religious organization (“CenterPoint”), owns real property within an area of the Town of Eatonville (the “Town”) and desires to develop this property as previously authorized under Resolution 2011-X; and

WHEREAS, the current agreement is set to expire July 13th, 2026; and

WHEREAS, the development has not been completed and will require an extended timeframe to complete all phases of the project outlined in the previous agreement and approved land use and building permits; and

WHEREAS, the Town and CenterPoint wish to enter into a document entitled “First Amendment to Development Agreement Between the Town of Eatonville and Centerpoint Eatonville” (“Development Agreement Amendment”) to allow for a 6-month extension of the agreement in order provide more time for the town council to analyze the progress of the project and make a more informed assessment of the situation; and

WHEREAS, the Development Agreement is related to the conditional use permit for Centerpoint Eatonville, approved by the Town Planning Commission acting as the Board of Adjustment on June 20, 2011, pursuant to Chapter 18.09 of the Eatonville Municipal Code; and

WHEREAS, the Development Agreement Amendment is a Development Agreement Amendment under the Revised Code of Washington (“RCW”) 36.70B.170 through 36.70B.210; and

WHEREAS, pursuant to RCW 36.70B.200, a public hearing was held on June 22, 2026; now, therefore,

**THE TOWN COUNCIL OF THE TOWN OF EATONVILLE, WASHINGTON,
HEREBY RESOLVES AS FOLLOWS:**

THAT: The Town Council approves and the Mayor is authorized to enter into a First Amendment to Development Agreement between the Town of Eatonville and CenterPoint Eatonville in substantially the same form as described in Exhibit A, attached hereto and incorporated herein by reference.

PASSED by the Council of the Town of Eatonville at a regular meeting held this 22nd day of June, 2026.

Emily McFadden, Mayor

ATTEST:

Miranda Doll, Town Clerk

**FIRST AMENDMENT TO DEVELOPMENT AGREEMENT BETWEEN THE TOWN OF
EATONVILLE AND CENTERPOINT EATONVILLE**

This First Amendment to the Development Agreement Between the Town of Eatonville and Centerpoint Eatonville (this "First Amendment") is entered into by and between THE TOWN OF EATONVILLE, a Washington municipal corporation ("Town"), and CENTERPOINT EATONVILLE, a non-profit religious organization authorized under the laws of the State of Washington ("CenterPoint"). Town and CenterPoint are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS

A. Town and CenterPoint entered into that certain Development Agreement Between the Town of Eatonville and CenterPoint Eatonville dated July 13, 2011 ("Development Agreement").

B. The Parties now desire to amend the Development Agreement to extend the expiration date from July 13, 2026 to January 13, 2027.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties agree to amend the Development Agreement as follows:

AMENDMENT

1. Amendment and Restatement of Section 5. Section 5 of the Development Agreement is deleted in its entirety and replaced with the following:

5. DEVELOPMENT AGREEMENT TERM.

5.1 The Development Agreement term shall commence on July 13, 2011 and shall terminate at midnight on January 13, 2027. This period shall be known as the Development Agreement Term.

2. No Other Amendments. Except as expressly amended by this First Amendment, the Development Agreement remains unmodified and in full force and effect. In the event of any conflict between this First Amendment and the Development Agreement, this First Amendment shall control. All references to the "Agreement," "herein," "hereunder," and similar terms in the Development Agreement shall hereafter mean the Development Agreement as amended by this First Amendment.

3. Counterparts; Electronic Signatures. This First Amendment may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Signatures delivered by electronic means (including PDF and DocuSign) shall be deemed original signatures for all purposes.

4. Authority. Each individual executing this First Amendment on behalf of a Party represents and warrants that he or she has full power and authority to do so and that no further approvals or actions are required to bind the respective Party.

IN WITNESS WHEREOF, the Parties have executed this First Amendment as of _____,
2026.

TOWN OF EATONVILLE

By: _____
Emily McFadden

Its: Mayor

ATTEST:

By: _____
Miranda Doll

Its: Town Clerk

CENTERPOINT EATONVILLE

By: _____
Jonathan Cross

Its: Senior Pastor

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

I certify that I know or have satisfactory evidence that _____
_____ 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 _____ of **TOWN OF EATONVILLE** to be the
free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____

NOTARY PUBLIC
My Commission Expires: _____
In and for the State of Washington

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

I certify that I know or have satisfactory evidence that _____
_____ 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 _____ of **CENTERPOINT EATONVILLE** to be
the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____

NOTARY PUBLIC
My Commission Expires: _____
In and for the State of Washington