

**UNION GAP CITY COUNCIL
SPECIAL MEETING AGENDA
WEDNESDAY SEPTEMBER 7, 2022 – 6:00 P.M.
CITY HALL, 102 W. AHTANUM ROAD, UNION GAP**

I. CALL TO ORDER

II. GENERAL ITEMS

Public Hearing

Developer's Agreement – Wide Hollow Development

Public Works & Community Development

Resolution No. - _____ Developer's
Agreement - Wide Hollow Development

III. ADJOURN SPECIAL MEETING



City Council Communication

Meeting Date: September 7, 2022
From: Dennis Henne, Director of Public Works & Community Development
Topic/Issue: Public Hearing – Developer Agreement – Wide Hollow Development

SYNOPSIS: Public Hearing, which was set at the August 22, 2022 meeting, to provide the public an opportunity to comment on the proposed draft Developer Agreement – Wide Hollow Development.

RECOMMENDATION: Conduct a Public Hearing.

LEGAL REVIEW: Reviewed by the City Attorney.

FINANCIAL REVIEW: N/A

BACKGROUND INFORMATION: This public hearing was set at the August 2022 Council Meeting and discussed at the September 6th 2022 Study Session.

ADDITIONAL OPTIONS: N/A

ATTACHMENTS:

1. Development Agreement
2. Notice of Public Hearing

**WIDE HOLLOW
DEVELOPMENT AGREEMENT**

This DEVELOPMENT AGREEMENT (“Agreement”) is entered into effective the ___ day of September, 2022, by and between the **CITY OF UNION GAP**, a Washington municipal corporation (“City”), and **U.C.I.P., LLC**, a Nevada limited liability company (“UCIP”); **T.M. RENTALS**, a Massachusetts Trust (“TM I”); **T.M. RENTALS, LLC**, a Nevada limited liability company (“TM II”); and **WIDE HOLLOW DEVELOPMENT, LLC**, a Washington limited liability company (“Wide Hollow,” and with UCIP, TM I and TM II, collectively “Wide Hollow Development”). The City, UCIP, TM I, TM II and Wide Hollow are each individually a “Party” and collectively referred to as “Parties.”

RECITALS

- A. The City of Union Gap is a code city organized under the laws of the State of Washington. It has authority to enact laws and enter into agreements to promote the health, safety and welfare of its citizens and to control the use and development of property within its jurisdiction.
- B. To strengthen the public planning process, encourage private participation in comprehensive planning and to reduce economic risk of development, the legislature of the State of Washington enacted RCW 36.70B.170 through 36.70B.210 (the “Development Agreement Statute”), which authorizes a local government to enter into development agreements with owners of real property regarding development of such property in establishing certain development rights. This process strengthens the public planning process, encourages private participation and provides certainty in land use planning and development. The City enters into this Agreement pursuant to such authority.
- C. The City has engaged in comprehensive land use planning processes that has included planning for land development of a Regional Beltway Connector providing a limited access transportation facility connecting Main Street, near the I-82 and US 97 Interchange (South Union Gap Interchange), with Ahtanum Road. The Regional Beltway Connector project includes the completed Washington State Department of Transportation (WSDOT) improvements at the Union Gap South Interchange with the regional transportation project consisting of approximately six thousand (6000) linear feet of arterial road improvements, a new BNSF Railroad track overpass, and public water and sewer mainline facilities and improvements.
- D. A portion of the Regional Beltway Connector has been constructed, but much of the construction remains uncompleted. The Regional Beltway Connector concept design is depicted in the drawing attached as *Exhibit 1*. A significant portion of the Develop planned Regional Beltway passes through the Wide Hollow Development property. This Agreement is to coordinate public/private funding and contributions for the Regional Beltway Corridor

located on the Wide Hollow Property (as further defined herein) improvements together with land use planning and development of the Wide Hollow Property.

- E. UCIP, TM I and TM II are the owners of nine (9) parcels of real property situated in Union Gap, Yakima County, Washington as is further described on *Exhibit 2* (“Wide Hollow Property”). Wide Hollow is an affiliated company engaged in development of properties for related entities. The Wide Hollow Property was the subject of a concurrent short-plat application, critical areas review, and Shoreline review which was approved by Union Gap Hearing Examiner by decision dated the 24th day of August 2022 as attached hereto as *Exhibit 3*.
- F. Wide Hollow Development has supported the City’s efforts to construct the Regional Beltway and enters into this Agreement for the purpose of (a) Connector and associated utility improvements dedicating significant portions of Wide Hollow Property for right-of-way for the Regional Beltway Connector; (b) granting permanent public utility and temporary construction easements; (c) coordinating such development with recordation of a final short plat for development of the Wide Hollow Property; and (d) and vesting certain future development standards for the Wide Hollow Property
- G. In exchange for Wide Hollow Development’s support and contributions under this Agreement, the City makes certain commitments to Wide Hollow Development in connection with the use and development of the Wide Hollow Property and coordinated development of that portion of the Regional Beltway that passes over, on and through the Wide Hollow Property.
- H. A public hearing regarding this Agreement was held on September 7, 2022.

NOW, THEREFORE, in consideration of the mutual covenants and other consideration set forth herein, the sufficiency of which each party acknowledges, the parties agree as follows:

- 1. **Definitions.** The following terms, when used in this Agreement, have the following meanings:
 - 1.1 “**Agreement**” means this Development Agreement by and between City and Wide Hollow Development, together with all Exhibits and Appendices attached hereto, which together constitute the full and complete agreement between the parties with respect to the subject matter hereof.
 - 1.2 “**Beltway Right of Way**” means and refers to that portion of the Regional Beltway Connector situate within Wide Hollow Property to be dedicated to City and generally depicted on *Exhibit 4* and legally described in *Exhibit 5*.
 - 1.3 “**City**” means the City of Union Gap, a code city organized under the laws of the State of Washington.

- 1.4 **“Development Area”** refers Wide Hollow Property as currently constituted or as established through the Wide Hollow Short Plat, as more particularly shown on *Exhibit 6*.
- 1.5 **“Development Standards”** refers to those provisions set forth on *Exhibit 7* existing on the Vesting Date which govern the uses, density, design, development, and construction of and within the Wide Hollow Short Plat.
- 1.6 **“Force Majeure”** means extraordinary natural elements or conditions, wars, riots, union labor disputes or other causes beyond the control of the obligated party which make timely performance on the part of the obligated party impossible or impracticable, despite good faith efforts to perform timely. A Force Majeure excusing one Party from performing its obligations pursuant to this Agreement shall similarly excuse the other Party from having to perform any corresponding or reciprocal obligation arising under this Agreement.
- 1.7 **“Implementing Approvals”** means those approvals or permits subsequent to execution of this Agreement which implement or otherwise are consistent with this Agreement, including but not limited to final short plats under UGMC 16.12.110, land use permits, building permits, clearing and grading permits, and all other approvals necessary prior to or in furtherance of development of Wide Hollow Short Plat.
- 1.8 **“RBBB Ordinance”** means and refers to Ordinance No. 2871 for the City of Union Gap, Washington, as codified in UGMC Ch. 11.34.
- 1.9 **“Regional Beltway”** means and refers to the entire regional beltway corridor project including Regional Beltway Connector together with all associated public utility facilities and improvements.
- 1.10 **“Regional Beltway – Phase 2A”** shall mean and refer to that phase of construction of the Regional Beltway from Longfibre Road to the north boundary of Fullbright Park and include all roadway work, roundabout at intersections, joint bike/pedestrian pathways.
- 1.11 **“Regional Beltway – Phase 2B”** shall mean and refer to construction of the Regional Beltway from the north boundary of Fullbright Park to the main street intersection and include the roadway work, a bridge over the BNFS railway, a roundabout at the main street intersection, joint bike/pedestrian pathways and other work to complete the stage.

- 1.12 **“Regional Beltway Connector”** means and refers to that roadway the City intends to construct from Main Street to Ahtanum Road as generally depicted in the drawing attached as *Exhibit 1*.
- 1.13 **“Regional Beltway Benefit Area”** means the geographic area established by the City and identified as “Regional Beltway Benefit Area” in Exhibit 1 to Ordinance No. 2871, as codified in UGMC 11.34.010.
- 1.14 **“Regional Beltway Utilities”** means those and extensions of water and sewer utility lines for the entire Regional Beltway Connector.
- 1.15 **“Vesting Date”** shall mean the date on which Wide Hollow Short Plat is recorded with Yakima County Auditor.
- 1.15 **“Wide Hollow Property”** means approximately 214.09 acres of undeveloped real property owned by UCIP, TM I and TM II situate in Union Gap, Yakima County, Washington and legally described on *Exhibit 2*.

Parcel No.	Owner	Acres
191207-13001	U.C.I.P., LLC	73.69
191207-21001	U.C.I.P., LLC	52.45
191207-41006	U.C.I.P., LLC	5.25
191207-12003	T.M. RENTALS, LLC	18.25
191207-11007	T.M. RENTALS, LLC	39.93
191207-12002	U.C.I.P., LLC	18.96
191208-23444	T.M. RENTALS, LLC	0.27
191208-23001	U.C.I.P., LLC	3.51
191208-23011	U.C.I.P., LLC	1.78
TOTAL		214.09

- 1.16 **“Wide Hollow Short Plat”** means the nine (9) parcel preliminary and final short plat of Wide Hollow Property as approved and authorized by City and recorded under Yakima County Auditor File No. _____, records of Yakima County, Washington. The final short plat is attached as *Exhibit 6*.
2. **Contribution and Dedication of Regional Beltway Right-of-Way/Easements.** Wide Hollow Development shall contribute and dedicate right-of-way and associated utility easements for the Regional Beltway including the following:
- 2.1 **Beltway Right-of-Way Dedication.** TM I, TM II and UCIP shall dedicate and convey to City a permanent 125’ right of way over Wide Hollow Property for the Regional Beltway Connector to be incorporated with future roadway projects included in the Yakima Valley Council of Governments 2020-2045 Yakima Valley

Transportation Plan. The right-of-way dedication includes approximately 14.97 acres in fee and is set forth on Wide Hollow Short Plat as depicted on *Exhibit 4* and legally described on *Exhibit 5*.

- 2.2 **Permanent Utility Easement.** TM I, TM II and UCIP shall dedicate and convey to City an 8' public utility easement adjacent to the Beltway Right-of-Way such area consisting of approximately 1.6 acres as depicted on Wide Hollow Short Plat. The public utility easement shall be for public utilities provided by the City including, but not limited to water, sewer, and other similar utility facilities. The easement shall include surface and subsurface usage with any and all utilities placed underground. The public utility easement may be extended to other utility providers upon the written approval of the underlying property owner.
 - 2.3 **Water Line Relocation.** The Regional Beltway Connector crosses existing waterline easements in three (3) sections and may require reestablishment, including extensions, of municipal water lines serving both the Wide Hollow Development Property as well as other properties. The City shall be responsible for reestablishing water lines at such locations as mutual agreed upon between the City and Wide Hollow Development with such relocation providing reasonable and complete water service to properties within Wide Hollow Short Plat.
 - 2.4 **Agreed Contribution Value.** The City contracted with Pacific Appraisal Associates for opinion of fair market value of such portions of the Wide Hollow Property that are subject to the dedication and encumbrance set forth above. Pacific Appraisal issued its determination of value on February 4, 2021, with such value being *Eight Hundred Sixty-Eight Thousand Five Hundred & 00/100 Dollars (\$868,500)*. The City and Wide Hollow Development acknowledge that such valuation reflects fair market value of the contribution and conveyances made by Wide Hollow Development to the Regional Beltway Connector and associated public utility easements.
 - 2.5 **Dedication Through Final Short Plat.** Wide Hollow Development shall dedicate right-of-way, public utility easement and temporary construction easement with recording of Wide Hollow Short Plat.
3. **Regional Beltway Corridor Funding.** The City, in conjunction with private property owners including Wide Hollow Development, has secured funding and contributions for the Regional Beltway Connector and utility extensions. The funding sources include the following:
 - 3.1 **INFRA Grant Funding.** The City has secured from the Nationally Significant Freight and Highway (INFRA) program a grant for *Six Million Six-Hundred Sixty Thousand and 00/100 Dollars (\$6,660,000)* funding toward roadway

improvements. The INFRA grants funds are not eligible to be used for utilities and must be obligated in the 2022 federal fiscal year (before September 30, 2022). The parties will work cooperatively with respect to completion of work and compliance with INFRA funding requirements.

- 3.2 **NHFP Grant.** The City has received a funding commitment from National Highway Freight Program (NHFP) for *One Million Nine Hundred Thousand and 00/100 Dollars (\$1,900,000)* for the Regional Beltway Connector Project.
 - 3.3 **City Funding.** The City is contributing a total of *One Million Two Hundred Seventy Nine Thousand and 00/100 Dollars (\$1,279,000)* for the Regional Beltway Connector Project.
 - 3.4 **Wide Hollow Development Dedication.** The City has received an appraisal report, prepared by Pacific Appraisal Associates, for the property and area dedicated as public right of way, public easements, and temporary construction easements. The appraised value of the dedicated property is Eight Hundred Sixty-Eight Thousand Five Hundred and 00/100 (\$868,500). Wide Hollow Development and the City accept such valuation as representing the fair market value of the property being contributed to pursuant to this Agreement.
 - 3.5 **SIED Funding.** The City has received a funding commitment from Supporting Investments in Economic Development (SIED) in the sum of *Two Million and 00/100 Dollars (\$2,000,000)* for public sanitary sewer and portions of domestic water system infrastructure that will be placed in the Regional Beltway roadway corridor (the "SIED Funding"). The SIED Funding consists of the following:
 - (a) a grant to City in the sum of *One Million and 00/100 Dollars (\$1,000,000)*; and
 - (b) a loan to the City in the sum of *One Million and 00/100 Dollars (\$1,000,000)*.
4. **Construction of Improvements.** The City, at its own cost and expense and with no additional cost to Wide Hollow Development, shall design and construct Regional Beltway Phase 2A, Regional Beltway Utilities and Regional Beltway – Phase 2B.
- 4.1 **Regional Beltway – Phase 2A and Regional Beltway Utilities.** That portion of the Regional Beltway constructed over and through the Wide Hollow Property shall be located and approved in substantial conformity with the conceptual design set forth in *Exhibit 8*. The design and construction of the Regional Beltway shall include (a) a public arterial right-of-way of 125 feet; (b) an eight-foot public utility easement adjacent to the arterial right-of-way; (c) two roundabout intersections;

and (d) associated public improvements reasonable and necessary for a compliant public facility. The construction of the Regional Beltway Connector – Phase 2A shall include that portion within Wide Hollow Property and depicted on Wide Hollow Short Plat. *Exhibit 4*. Concurrently with the construction of Regional Beltway – Phase 2A, the Regional Beltway Utilities shall also be constructed. The Regional Beltway Utilities shall be completed by December 31, 2025. Notwithstanding the foregoing, in the event that the Regional Beltway Utilities are not completed on or before December 31, 2025, such deadline shall be extended for successive one (1) year periods with the mutual consent of the Parties, provided, however, no party may unreasonably withhold its consent to the extension of the deadline provided for herein.

- (a) **Utility Stubouts.** The City shall provide water and sewer stubouts for Lots 1 through 9 of the Wide Hollow Short Plat. The connections shall be extended to the edge of right-of-way or public utility easement and in such locations as reasonably approved by the City and Wide Hollow Development at the time of construction of the sewer infrastructure. The cost of utility extensions beyond the public right-of-way and/or easement areas shall be at the sole cost and expense of Wide Hollow Development with such extensions constructed in accordance with applicable development standards and requirements.
- (b) **Regional Beltway Access Approaches.** Access to Lots 1, 2, 3, 5, 6 and 7 of the Wide Hollow Short Plat may be allowed from the Regional Beltway Connector upon meeting applicable City standards and generally accepted engineering principals. The access approaches will be *thirty (30) feet* in width and otherwise standard in nature for City commercial access approaches. The exact location of the access approaches to and from the Regional Beltway Connector shall be determined and approved by the City and the owner(s) of the property on which the access approaches will be located at the time of said property's development; *provided, however*, it is believed that the access approaches will likely be established in the locations generally depicted and labeled as the "*Access Points*" on Exhibit 10.
- (c) **Soil/Dirt Removal.** Any soil or earthen material excavated through construction of the Regional Beltway Connector shall be placed on Wide Hollow Property and may be used by Wide Hollow Development, *provided* that Wide Hollow Development provide to the City such written authorization as may be reasonably acceptable to the City for the purpose of authorizing the placement of any soil or earthen material by the City or its contractors on such property.

- 4.2 **Regional Beltway – Phase 2B.** Regional Beltway – Phase 2B is subject to additional design, construction and funding requirements. City shall diligently and in good faith pursue funding, design and construction of Regional Beltway – Phase 2B.
- 4.3 **Failure to Complete Wide Hollow Short Plat or to Obtain Funds for Road Improvements.** Notwithstanding the foregoing, in the event the Wide Hollow Short Plat is not recorded prior to September 9, 2022, or a determination is made by third parties that the City is not eligible to receive those funds set forth in Section 3.1 or Section 3.2, the Parties agree to execute and deliver such documents and forms as may be reasonably necessary to effectuate the vacation of the Wide Hollow Short Plat as provided for in the UGMC, subject to, however, the City's obligation to provide the Regional Beltway Utilities and Wide Hollow Development's grant of associated easement described herein. This Agreement shall further be null, void and of no further effect, provided, however, the Parties agree to execute and deliver such instruments as may be required for the purpose of (a) granting the City a permanent easement for the Regional Beltway Utilities in the location of the Beltway Right of Way and (b) an acknowledgement of those rights of the City in Section 6.
5. **Waiver/Satisfaction of RBBA Fee.** In consideration of Wide Hollow Development's agreement to dedicate Beltway Right-of-Way, permanent utility easements, the City agrees that any and all assessments now due or in the future due under the RBBA Ordinance (UGMC 11.34.020) and any and all existing and/or future assessments related to or arising from the Regional Beltway Connector road improvements shall be waived.
6. **Acknowledgement of Prospective Sewer Charges.** In consideration of the City's construction of the Wide Hollow Utilities, Wide Hollow Development hereby acknowledges that the City has the right to impose various mechanisms to recoup the funds expended by the City for the Regional Beltway Utilities. Wide Hollow Development further acknowledges that the costs of such Wide Hollow Utilities may exceed the SIED Funding described in this Agreement and that such additional costs or charges may be included in any additional charge, fee or assessment used by the City. Wide Hollow waives any right to object, oppose or challenge the City's choice of process selected to recover costs of the Regional Beltway Utilities. Except as to the specific waiver regarding process described herein, Wide Hollow shall retain and may exercise all rights under the selected process as allowed to any property owner or citizen impacted by the proposed charge, fee or assessment to the fullest extent allowed by law.
7. **Land Use Determinations.** This Agreement and the dedications and contributions made by Wide Hollow Development hereunder is inextricably linked with both the Regional Beltway project as well as development of the Wide Hollow Property. In this regard, the Parties further agree as follows:

7.1 **Wide Hollow Short Plat.** The City has approved the Wide Hollow Short Plat. No later than September 9, 2022, the mylar for the Wide Hollow Short Plat shall be recorded by Wide Hollow Development with the Yakima County Auditor for the purpose of subdividing the Wide Hollow Property as more particularly set forth in the Wide Hollow Short Plat.

7.2 **Rezone of Wide Hollow Property.** Wide Hollow Property is presently zoned "Planned Recreational" by the City. Wide Hollow Development intends to file a rezone application with the City to rezone the Wide Hollow Property to zoning consistent with future land use designation of "Industrial." The parties agree to cooperate in the processing and application of a property owner initiated amendment to the zoning map in accordance with UGMC 17.25.030(A)(2). Notwithstanding the foregoing, City's agreement to process any rezone application shall not be construed as a guarantee of any particular outcome from a decision by the City nor shall it constitute any waiver of any rights to environmental review as may be provided by the State Environmental Policy Act of 1971, Chapter 43.21C RCW, as may be implemented by the City.

8. **Vesting of Development Standards and Mitigation.** Wide Hollow Short Plat and development of parcels created shall vest to all Development Standards in effect on the Vesting Date. Except as expressly stated herein, Wide Hollow Short Plat shall not be subject to any new or amended development standard that is not in effect on the Vesting Date.

8.1 **New or Additional Conditions.** During this Vesting Period, the City shall not modify or impose new or additional conditions of approval on Wide Hollow Short Plat or parcels created thereunder, except as follows: (a) as required to avoid a serious threat to public health or safety or (b) modification as necessary to prevent a violation of applicable state or federal laws or regulations necessary for approving subsequent development or construction permits for Wide Hollow Short Plat. To the extent this Agreement does not establish Development Standards covering a certain subject, element or condition, then Wide Hollow Short Plat shall be governed by city codes and standards in effect on the Vesting Date.

8.2 **Vesting Date.** The parcels within Wide Hollow Short Plat shall be vested upon the Vesting Date.

8.3 **City Review Procedures and Standards.** Development of parcels within Wide Hollow Short Plat will require additional development review and implementing approvals. All subsequent development approvals shall be governed by this Agreement and shall be implemented through site development permits, building permits and other permits and approvals issued by the City.

8.4 **Period of Vesting.** The parcels within Wide Hollow Short Plat shall be vested for a period beginning on Vesting Date and ending ten (10) years after final completion of the Regional Beltway Connector – Phase 2A.

9. **Representations and Warranties; Termination.**

9.1 **Wide Hollow Development Authorization.** Wide Hollow Development represents and warrants to the City that (a) Wide Hollow Development has full power and authority to enter into this Agreement; and (b) this Agreement, when executed and delivered by the constituent entities of Wide Hollow Development, will constitute valid and legally binding obligations of Wide Hollow Development enforceable in accordance with their terms hereof.

9.2 **City Authorization.** The City represents and warrants to Wide Hollow Development that (a) the City has full power and authority to enter into this Agreement; and (b) this Agreement, when executed and delivered by the City's Public Works Director, will constitute valid and legally binding obligations of the City enforceable in accordance with their terms hereof.

10. **Termination for Failure to Receive Funding.** As more particularly set forth in Section 4.4, in the event that the City does not receive the funding set forth in Section 3.1. and 3.2 based upon a determination by a third-party, the City shall reimburse Wide Hollow Development up to the sum of One Hundred Fifty Thousand and No/100 Dollars (\$150,000.00) as reimbursement for costs incurred in connection with the planning, review, contribution, design and dedication of the Regional Beltway Connector and Regional Beltway Utilities, including the Wide Hollow Short Plat and associated application upon the presentation of invoices that are reasonably acceptable to the City. Such reimbursement shall be conditioned upon Wide Hollow Development executing the utility easement and waiver more particularly described in Section 4.4.

11. **Binding Effect; Covenants Running with the Land.** The provisions of this Agreement are binding on the undersigned parties and their respective heirs, successors, and assigns and constitute covenants and benefits appurtenant to and running with Wide Hollow Property and any parcels within Wide Hollow Short Plat.

12. **Memorandum of Agreement.** The undersigned parties will not record this Agreement. However, contemporaneously with the recordation of the Short Plat following the full execution of this Agreement, the undersigned parties will execute the Memorandum of Agreement attached as *Exhibit 9* and record said Memorandum with the Yakima County Auditor for the purpose of providing public notice of the existence of this Agreement at the expense of Wide Hollow Development.

13. General Terms.

- 13.1 **Agreement.** This Agreement represents the entire agreement of the parties with respect to the subject matter hereof. There are no agreements, oral or written, except as expressly set forth herein.
- 13.2 **Amendment.** This Agreement may be amended only by the signed written agreement of each of the parties to this Agreement.
- 13.3 **Assignments.** The parties acknowledge that development of parcels within Wide Hollow Short Plat will likely involve sale and assignment of portions of such property to other person who will own, develop and/or occupy portions of the property and buildings thereon. Upon transfer under this Section, the transferee shall be entitled to all interest and rights and be subject to all obligations under this Agreement except as may be otherwise provided for herein.
- 13.4 **Attorneys' Fees and Costs.** If any party to this Agreement brings a legal action to interpret or enforce this Agreement, the substantially prevailing party in the action will be entitled to an award of the legal costs and reasonable attorneys' fees said party incurs in the action, whether in arbitration, at trial, on appeal, or in a bankruptcy proceeding.
- 13.5 **Cooperation.** The parties shall not unreasonably withhold request for information, approvals or consents provided for in this Agreement. The parties agree to take further actions and execute further documents, either jointly or within their respective powers and authority, to implement the intent of this Agreement.
- 13.6 **Counterparts and Copies.** This Agreement may be executed in any number of identical counterparts, with each counterpart having the same effect as if all parties to this Agreement had signed the same document. All executed counterparts of this Agreement will be construed as and constitute one and the same instrument. A facsimile or electronic copy (e.g., a PDF copy) of an executed counterpart of this Agreement will have the same effect as an original executed counterpart of this Agreement.
- 13.7 **Cumulative Remedies.** No remedy made available under this Agreement or otherwise by law is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute or otherwise.

If to Wide Hollow Development: Wide Hollow Development, LLC
3801 West Washington Avenue
Yakima, WA 98903
Attn: Trent Marquis

With copy to: James C. Carmody
Meyer, Fluegge & Tenney, P.S.
P.O. Box 22680
Yakima, WA 98908-2680

Notice by hand delivery or facsimile shall be effective upon receipt. If deposited in the mail, notice shall be deemed delivered 48 hours after deposited. Any party at any time by notice to the other party may designate a different address or person to which such notice or communication shall be given.

- 13.14 **Recitals.** The parties agree that the recitals set forth herein are material to this Agreement and that each has relied upon the material nature of such recitals in entering into this Agreement.
- 13.15 **Severability.** If any provisions of this Agreement is determined to be invalid or unenforceable, that provision and the remainder of this Agreement will continue in effect and be enforceable to the fullest extent permitted by law. Furthermore, it is the intention of the parties to this Agreement that if any provision of this Agreement is capable of two constructions, one of which would render the provision void, and the other of which would render the provision valid, then the provision will have the meaning that renders the provision valid
- 13.16 **Time is of the Essence.** Time is of the essence as to all terms of this Agreement.
- 13.17 **Waivers.** Any party to this Agreement may waive any obligation under this Agreement of the other party to this Agreement, but only if the waiver is made in writing by the waiving party. However, no such waiver will constitute a further or continuing waiver of any preceding or succeeding default of the same or any other obligation under this Agreement.

(Signatures on following page)

EXECUTED effective as of the date first above written.

CITY OF UNION GAP
a Washington municipal corporation

By: _____
Dennis Henne, Public Works Director

Approved as to form:

City Attorney

U.C.I.P., LLC, a Nevada limited
liability company

By: _____
Trent Marquis, Manager

T.M. RENTALS, a Massachusetts Trust

By: _____
Trent Marquis, Trustee

T.M. RENTALS, LLC, a Nevada
limited liability company

By: _____
Trent Marquis, Manager

WIDE HOLLOW DEVELOPMENT, LLC,
a Washington limited liability company

By: _____
Trent Marquis, Manager

Schedule of Exhibits

Exhibit 1 – Regional Beltway Connector Concept Design

Exhibit 2 – Legal Description for Wide Hollow Property

Exhibit 3 – Hearing Examiner Decision

Exhibit 4 – Depiction of Right of Way

Exhibit 5 – Legal Description of Dedicated Right of Way

Exhibit 6 – Wide Hollow Short Plat

Exhibit 7 – Development Standards

Exhibit 8 – Engineering Design for Regional Beltway Connector – Phase 2A

Exhibit 9 – Memorandum of Development Agreement

Exhibit 10 – Access Points

STATE OF WASHINGTON)
) ss
County of Yakima)

On _____, 2022, **TRENT MARQUIS** ("*Signer*") who is personally known to me or proved by satisfactory evidence to be the Signer, personally appeared before me and acknowledged that Signer executed the above-stated **DEVELOPMENT AGREEMENT** (the "*Instrument*") as Signer's free and voluntary act and deed for the uses and purposes stated in the Instrument and that Signer is authorized to execute the Instrument as the **MANAGER** for the **U.C.I.P., LLC** a Nevada limited liability corporation.

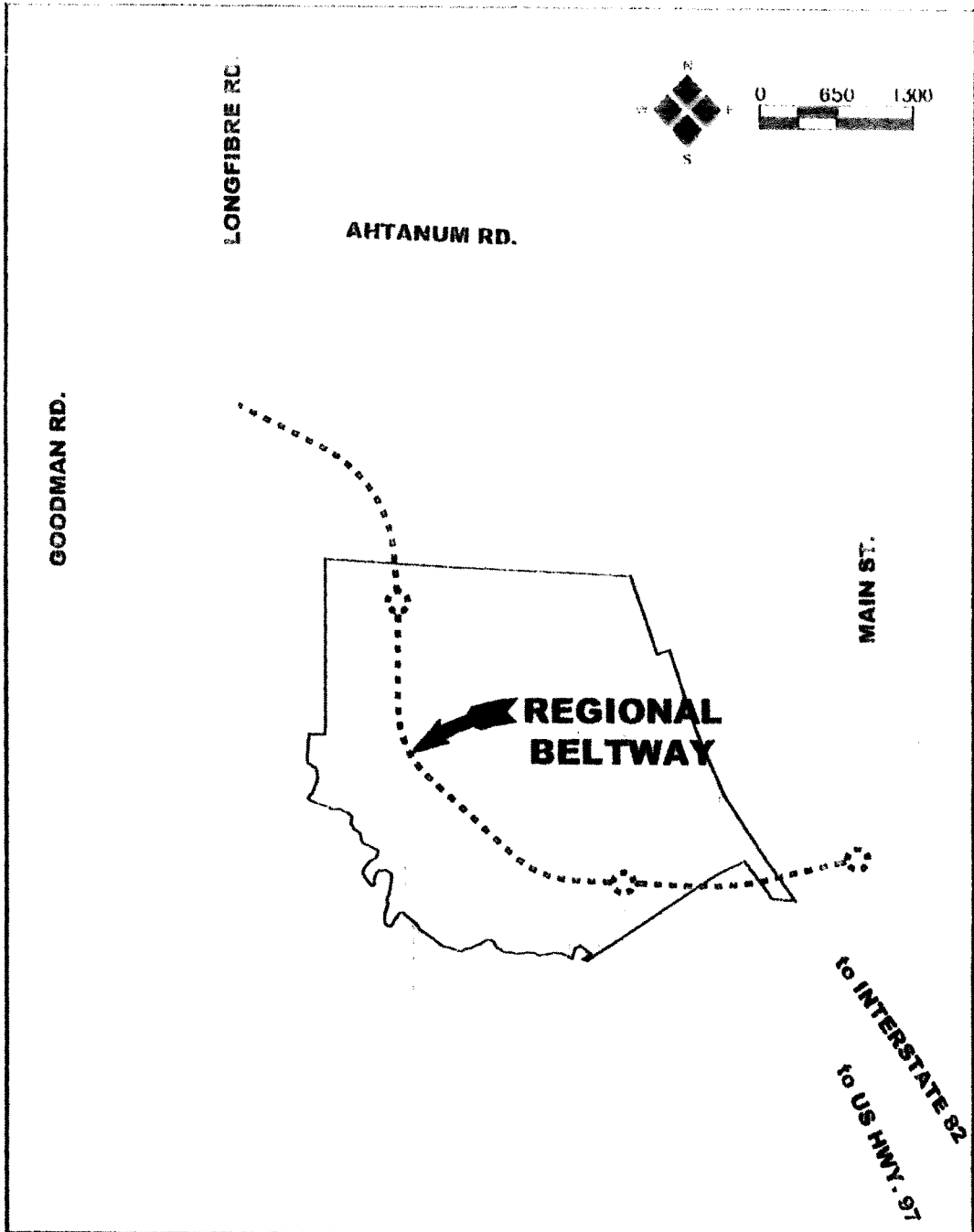
(print name)
NOTARY PUBLIC in and for the State of
Washington
My appointment expires _____

STATE OF WASHINGTON)
) ss
County of Yakima)

On _____, 2022, **TRENT MARQUIS** ("*Signer*") who is personally known to me or proved by satisfactory evidence to be the Signer, personally appeared before me and acknowledged that Signer executed the above-stated **DEVELOPMENT AGREEMENT** (the "*Instrument*") as Signer's free and voluntary act and deed for the uses and purposes stated in the Instrument and that Signer is authorized to execute the Instrument as the Trustee for the **T.M. RENTALS**, a Massachusetts Trust.

(print name)
NOTARY PUBLIC in and for the State of
Washington
My appointment expires _____

Exhibit I – Regional Beltway Connector Concept Design



 **HLA**
Engineering and Land Surveying, Inc.

2803 River Road
Yakima, WA 98902
509.966.7000
Fax 509.965.3800
www.hlacivil.com

WIDE HOLLOW DEVELOPMENT
'EXHIBIT 1'
REGIONAL BELTWAY
CITY OF UNION GAP, YAKIMA COUNTY, WASHINGTON

Exhibit 2 – Legal Description for Wide Hollow Property

EXHIBIT 2

LEGAL DESCRIPTIONS OF WIDE HOLLOW DEVELOPMENT PROPERTY

PARCEL NO. 191207-21001

ALL THAT PART OF GOVERNMENT LOT 2 OF SECTION 7, TOWNSHIP 12 NORTH, RANGE 19 EAST, W.M., DESCRIBED AS FOLLOWS:
BEGINNING AT THE NORTHEAST CORNER OF SAID LOT;
THENCE WEST ALONG ITS NORTH LINE 660 FEET;
THENCE SOUTH 1320 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT, 675 FEET WEST OF ITS SOUTHEAST CORNER;
THENCE EAST TO SAID SOUTHEAST CORNER;
THENCE NORTH TO THE POINT OF BEGINNING.

AND ALL OF GOVERNMENT LOTS 3 AND 4, SECTION 7, TOWNSHIP 12 NORTH, RANGE 19 EAST, W.M.

SITUATE IN YAKIMA COUNTY, WASHINGTON.

PARCEL NO. 191207-13001

THAT PORTION OF THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 12 NORTH, RANGE 19 EAST, W.M., LYING SOUTHWESTERLY OF THE FOLLOWING LINE:
COMMENCING AT THE NORTHEAST CORNER OF SAID SUBDIVISION;
THENCE NORTH $87^{\circ}29'08''$ WEST ALONG THE NORTH LINE 2672.22 FEET;
THENCE SOUTH $47^{\circ}25'17''$ EAST 975.0 FEET;
THENCE SOUTH $42^{\circ}34'43''$ WEST 770.0 FEET;
THENCE NORTH $47^{\circ}25'17''$ WEST 1030.0 FEET;
THENCE NORTH $42^{\circ}34'43''$ EAST 770.0 FEET;
THENCE SOUTH $47^{\circ}25'17''$ EAST 1610.19 FEET, MORE OR LESS, TO THE EAST LINE OF SECTION 7,

EXCEPT THAT PART LYING SOUTHERLY OF THE CENTERLINE OF BARKER'S MILL RACE.

SITUATE IN YAKIMA COUNTY, WASHINGTON.

PARCEL NO. 191207-41006

ALL THAT PART OF GOVERNMENT LOT 5 OF SECTION 7, TOWNSHIP 12 NORTH, RANGE 19 EAST, W.M., LYING NORTHWEST OF THE NORTHWESTERLY RIGHT OF WAY LINE OF THE BARKER MILL RACE;

EXCEPT THAT PORTION OF THE SOUTHEAST QUARTER OF SAID SECTION 7,
DESCRIBED AS FOLLOWS:
BEGINNING AT THE SOUTHWEST CORNER OF SAID SUBDIVISION;
THENCE NORTH 89°42'48" EAST ALONG THE SOUTH LINE THEREOF 1383.42
FEET;
THENCE NORTH 00°17'12" WEST 2159.93 FEET TO THE TRUE POINT OF
BEGINNING;
THENCE NORTH 23°52' EAST 175.62 FEET;
THENCE NORTH 54°33'25" EAST 54.13 FEET;
THENCE SOUTH 53°32'30" EAST 160 FEET, MORE OR LESS TO THE BARKER
MILL RACE;
THENCE SOUTHERLY ALONG SAID BARKER MILL RACE 220 FEET, MORE OR
LESS, TO ITS INTERSECTION WITH AHTANUM CREEK;
THENCE NORTHWESTERLY ALONG AHTANUM CREEK 250 FEET, MORE OR
LESS, TO A POINT BEARING SOUTH 00°17'12" EAST OF THE TRUE POINT OF
BEGINNING;
THENCE NORTH 00°17'12" WEST 10 FEET, MORE OR LESS, TO TRUE POINT OF
BEGINNING.

SITUATE IN YAKIMA COUNTY, WASHINGTON.

PARCEL NO. 191207-12002

LOTS 2, 3 AND 4, BLOCK 16, BARKER'S ADDITION TO YAKIMA CITY, NOW UNION
GAP, THE OFFICIAL PLAT OF WHICH HAS BEEN DESTROYED BUT WHICH LIES
IN THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 12 NORTH, RANGE
19 EAST, W.M.,

TOGETHER WITH ANY VACATED WITH ANY STREETS ACCRUING THERETO;

EXCEPT ANY AND ALL PARTS LYING WITHIN THE RIGHTS OF WAY OF THE
NORTHERN PACIFIC RAILROAD COMPANY, UNION PACIFIC RAILWAY
COMPANY, AND/OR OREGON WASHINGTON RAILROAD AND NAVIGATION
COMPANY, RECORDS OF YAKIMA COUNTY, WASHINGTON.

AND ALL THAT PORTION OF THE NORTHEAST QUARTER OF SECTION 7,
TOWNSHIP 12 NORTH, RANGE 19 EAST, W.M., DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHEAST CORNER OF SAID SUBDIVISION;
THENCE NORTH 87°29'08" WEST ALONG THE NORTH LINE 2672.22 FEET TO THE
TRUE POINT OF BEGINNING;
THENCE SOUTH 47°25'17" EAST 3614.99 FEET, MORE OR LESS, TO THE EAST
LINE OF SECTION 7;
THENCE NORTH 304.63 FEET ALONG THE EAST LINE OF SECTION 7;
THENCE NORTH 47°25'17" WEST 3142.09 FEET, MORE OR LESS, TO THE NORTH
LINE OF SECTION 7;

THENCE NORTH 87°29'08" WEST 349.57 FEET ALONG THE NORTH LINE OF SECTION 7 TO THE TRUE POINT OF BEGINNING.

SITUATE IN YAKIMA COUNTY, WASHINGTON.

PARCEL NO. 191207-12003

THAT PORTION OF THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 12 NORTH, RANGE 19 EAST, W.M., DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SUBDIVISION;
THENCE NORTH 87°29'08" WEST ALONG THE NORTH LINE THEREOF 2672.22 FEET;
THENCE SOUTH 47°25'17" EAST 975.0 FEET TO THE POINT OF BEGINNING;
THENCE SOUTH 42°34'43" WEST 770.0 FEET;
THENCE SOUTH 47°25'17" EAST 1030.0 FEET;
THENCE NORTH 42°34'43" EAST 770.0 FEET;
THENCE NORTH 47°25'17" WEST 1030.0 FEET TO THE TRUE POINT OF BEGINNING.

SITUATE IN YAKIMA COUNTY, WASHINGTON.

PARCEL NO. 191207-11007

THAT PORTION OF THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 12 NORTH, RANGE 19 EAST, W.M., LYING WESTERLY OF THE BURLINGTON NORTHERN RAILROAD (FORMERLY NORTHERN PACIFIC RAILROAD CO.) AND NORTHEASTERLY OF THE FOLLOWING DESCRIBED LINE:
COMMENCING AT THE NORTHEAST CORNER OF SAID SUBDIVISION;
THENCE NORTH 87°29'08" WEST ALONG THE NORTH LINE 2322.65 FEET TO THE TRUE POINT OF BEGINNING;
THENCE SOUTH 47°25'17" EAST 3142.09 FEET, MORE OR LESS, TO THE EAST LINE OF SECTION 7.

SITUATE IN YAKIMA COUNTY, WASHINGTON.

PARCEL NO. 191208-23444

THAT PORTION OF LOT 1, BLOCK 16, BARKER'S ADDITION TO YAKIMA CITY (UNRECORDED), NOW UNION GAP, LYING SOUTHWESTERLY OF VACATED UNION PACIFIC RAILROAD RIGHT OF WAY, IN THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 12 NORTH, RANGE 19 EAST, W.M.;

SITUATE IN YAKIMA COUNTY, WASHINGTON.

PARCEL 191208-23001

ALL THAT PORTION OF FORMER "YAKIMA BRANCH" RIGHT OF WAY, NOW ABANDONED, OF THE UNION PACIFIC RAILROAD COMPANY, SUCCESSOR IN INTEREST TO THE NORTH COAST RAILROAD COMPANY AND THE OREGON-WASHINGTON RAILROAD AND NAVIGATION COMPANY, LYING IN THE FOLLOWING DESCRIBED LEGAL SUBDIVISIONS OF YAKIMA COUNTY, WASHINGTON, TO WIT:

THOSE PARCELS OF LAND IN THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 8, ALL IN TOWNSHIP 12 NORTH, RANGE 19 EAST, W.M., BEING ALL OR A PORTION OF THOSE CERTAIN TRACTS DESCRIBED IN AND WITH REFERENCE BEING HAD TO THOSE CERTAIN INSTRUMENTS REFERENCED HEREINBELOW AND FILED FOR RECORD WITH THE OFFICE OF AUDITOR, YAKIMA COUNTY, WASHINGTON, ON THE DATE AND AT HE LOCATION IN SAID COUNTY RECORDS INDICATED:

GRANTOR(S) A.F.NO.	DATE OF DEED	RECORDED DATE	BOOK	PAGE
NORTHERN PACIFIC	3-27-1922	8-21-1922	216	562
ALEX MCALLISTER 54375	10-10-1910	10-13-1910	109	61
THOS. H. WHEELER 49894	1-21-1910	6-30-1910	105	156
YAKIMA CO. BOARD OF COMMISSIONERS	9-8-1911	9-8-1911		

SEE ALSO AUDITOR'S FILE NUMBER 3123716, RECORDS OF YAKIMA COUNTY, WASHINGTON.

SITUATE IN YAKIMA COUNTY, WASHINGTON.

PARCEL NO. 191208-23011

A PORTION OF THAT PARCEL OF LAND KNOWN AS THE BARKER'S MILL RACE LYING IN SECTIONS 7 AND 8 OF TOWNSHIP 12 NORTH, RANGE 19 EAST, WILLAMETTE MERIDIAN, AS DESCRIBED IN THAT DEED RECORDED UNDER AUDITOR'S FILE NUMBER 842332 RECORDS OF YAKIMA COUNTY, WASHINGTON, DESCRIBED THEREIN AS:

BEGINNING AT A POINT 1017.1 FEET SOUTH AND 106 FEET WEST OF THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 8, TOWNSHIP 12 NORTH, RANGE 19 EAST, W.M.; THENCE SOUTH 87°33' WEST, 1091.5 FEET; THENCE SOUTH 54°49' WEST, 1300.5 FEET;

THENCE NORTH 81°16' WEST 65 FEET TO THE CENTER OF AHTANUM CREEK;
THENCE NORTH 8°44' EAST 33 FEET, MORE OR LESS, TO THE NORTH BANK OF
BARKER'S MILL RACE;
THENCE SOUTH 81°16' EAST, 51.7 FEET;
THENCE NORTH 54°49' EAST, 1031 FEET;
THENCE NORTH 20.2 FEET;
THENCE NORTH 54°49' EAST, 247 FEET;
THENCE NORTH 87°33' EAST 1106.2 FEET;
THENCE SOUTH 50 FEET TO THE POINT OF BEGINNING;

EXCEPTING THEREFROM THAT PORTION WHICH LIES SOUTH OR SOUTHERLY
OF THE CENTER LINE OF THE ABOVE
DESCRIBED TRACT, THE CENTER LINE BEING PARALLEL TO THE SOUTH OR
SOUTHERLY LINE OF SAID TRACT;

AND EXCEPTING ALSO THAT PORTION WHICH LIES EAST OF THE WESTERLY
RIGHT OF WAY LINE OF THE O.W.R. & N.
COMPANY.

SITUATED IN YAKIMA COUNTY, STATE OF WASHINGTON.
PARCEL

Exhibit 3 – Hearing Examiner Decision

EXHIBIT 3

CITY OF UNION GAP
HEARING EXAMINER'S DECISIONS

August 24, 2022

In the Matter of Type III Reviews)	
of Applications Submitted by:)	
)	
Wide Hollow Development, LLC)	No. 2022.0158.SH0001
For the Property Owners U.C.I.P.)	No. 2022.0157.ST0006
LLC, T.M. Rentals, LLC and T.M.)	No. 2022.0159.C30002
Rentals, a Massachusetts Trust)	
)	
For a Shoreline Substantial)	
Development Permit and for)	
Approval of a Preliminary Short)	
Plat Containing Right-of-Way for)	
The Regional Beltway Connector)	

A. SHORELINE SUBSTANTIAL DEVELOPMENT PERMIT
(No. 2022.0158.SH0001)

FINDINGS

I. **Preliminary Findings.** The preliminary findings relative to this Shoreline Substantial Development Permit application are as follows:

(1) These consolidated applications for approval of a Shoreline Substantial Development Permit and for approval of a 9-Lot Preliminary Short Plat are being processed under Type III review under sections 18.20.020 and 18.20.030 of the Union

Wide Hollow Development, LLC Applicant 1
A Shoreline Substantial Development Permit
And the Approval of a Preliminary Short Plat
Containing Part of the Regional Beltway Connector
2022.0158.SH0001; 2022.0157.ST0006; 2022.0159.C30002

shoreline environments at this location. Shoreline jurisdiction extends 200 feet from the edge of the FEMA Floodway. Since a portion of the proposed subdivision and the Regional Beltway Connector roadway are within the Ahtanum Creek Shoreline jurisdiction, they require approval of a Shoreline Substantial Development Permit. UGMC 18.20.030 provides that Shoreline permits are subject to Type III review which requires that the final decision be made by the Hearing Examiner.

X. Shoreline Master Program Development Standards. The Yakima County Shoreline Master Program (Title 16D) adopted as the City of Union Gap Shoreline Master Program by City Resolution No. 845 provides a number of policies, standards and guidelines that development in the shoreline areas must meet. Many of these requirements do not apply to the proposed project and most of the other requirements are generally met. As to the main regulations and standards of potential relevance to this application, the Planning Staff and Hearing Examiner findings relative to sections 16D.03.27(3) entitled Subdivision Standards; 16D.06.11 entitled General Policies and Standards; and 16D.06.17 entitled Roads, Railroads and Parking are set forth below in italics following the description of those requirements.

XI. Shoreline Master Program Development Standards Applicable to Subdivisions (16D.03.27(3)). The following standards apply to all permits or reviews under the Subdivision Ordinance (UGMC Title 16) that contain critical areas:

(1) All subdivisions that contain critical areas shall be eligible for density bonuses or other development incentives, as provided in the Subdivision Ordinance and Zoning Ordinance;

There are not any density bonuses or development incentives that apply.

(2) Critical areas shall be actively protected through the following:

Wide Hollow Development, LLC, Applicant 5
A Shoreline Substantial Development Permit
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Containing Part of the Regional Beltway Connector
2022.0158.S100001; 2022.0157.S100006; 2022.0159.C30002

(a) Roads and utilities for the subdivision shall avoid critical areas and their buffers, as much as possible;

(b) When geologically hazardous areas (excluding erosion, oversteepened slopes of intermediate risk, stream undercutting, and earthquake hazards), FEMA floodway, channel migration zone (CMZ), streams, wetlands and/or vegetative buffers fall within the boundary of a subdivision:

(i) Said critical areas shall be protected by placing them entirely within a separate critical area tract, or by including them entirely within one of the developable parcels. Other options, such as conservation easements and building envelopes may be deemed by the administrative official as meeting this provision when special circumstances obstruct the viability of this provision;

(ii) For those new lots that do contain said critical areas, usable building envelopes (5,000 square feet or more for residential uses) shall be provided on the plat that lie outside said critical areas.

The subdivision is creating large parcels and is designed to allow development outside of critical areas.

(3) New lots partially within the floodplain shall provide a usable building envelope (5,000 square feet or more for residential uses) outside the floodplain;

The parcels impacted by floodplain and floodway are greater than 30 acres in size and meet this standard.

(4) New lots entirely within the floodplain shall be at least one (1) acre in area;

The parcels impacted by floodplain and floodway are greater than 30 acres in area and meet this standard.

(5) For new lots containing streams, wetlands, and/or vegetative buffers, outdoor use envelopes (such as lawns, gardens, play areas, gazebos, etc.) shall be provided on the plat that lie outside said critical areas:

The lots impacted by Shoreline jurisdiction are over 30 acres in size. Future development will be reviewed at the time of application to determine potential impacts to critical areas. Outdoor use envelopes are not required to be shown at this time.

The subdivision and Regional Beltway Connector are located outside of the stream corridor.

(5) Stormwater and Erosion Control. Developments that obtain a stormwater permit approved by a local, state or federal agency, and transportation projects using stormwater manuals that are deemed equivalent to the Eastern Washington Stormwater Manual, are exempt from the requirements below.

(a) Excavation, grading, cut/fills, compaction, and other modifications which contribute to erosion of upland soils shall be confined to the minimum necessary to complete the authorized work and avoid increased sediment load.

(b) The removal of ground-cover vegetation, excavation, and grading shall be scheduled for periods when soils are the least vulnerable to erosion, compaction and movement unless suitable protective measures are used to prevent erosion.

(c) The removal of ground-cover vegetation, excavation, and grading shall be scheduled to ensure the minimal duration of exposed, unprotected soils.

(d) Increases in impervious surface area, compaction of soil, changes in topography, and other modifications of land within a stream corridor which are determined will permanently increase stormwater and meltwater runoff into stream channels, drainage ways, and conduits, shall provide on-site or off-site facilities for the detention, control, and filtration of such increases.

(e) The discharge point for controlled stormwater and meltwater runoff and other outfall shall be designed and constructed to avoid causing erosion through the use of native riparian vegetation where possible or by reducing velocity, use of rock spillways, riprap, splash plates, or other demonstrably effective means.

(f) Matting or approved temporary ground cover shall be used to control erosion until natural vegetative ground cover is successfully established.

This Decision requires that stormwater be retained on site.

(6) Development, construction, and uses shall not directly or indirectly degrade surface water and groundwater through the introduction of nutrients, fecal coliform, toxins, and other biochemical substances.

may be required for other areas of the short plat in the future depending upon the type and location of the development.

(19) The provisions of Chapter 16D.05 of this title shall also apply to the development of lots and the placement, construction, or installation of structures in floodways and floodplains.

No development of the lots outside the Beltway is proposed at this time. Flood hazard development standards will be addressed upon future development of the proposed lots.

(20) Any portion of the vegetative buffer temporarily damaged or disturbed as a result of construction activities (excluding approved permanent use areas) shall be repaired at the completion of construction using reclamation standards in section 16D.06.23 (Reclamation).

The future development of the Regional Beltway is located outside of vegetative buffers.

(21) Projects located within the floodway must meet the requirements of 16C.05.36.010 (Floodway – Permitted Uses) [UGMC provisions].

There are no structures or ground disturbing activities proposed in the floodway.

(22) Projects within a floodplain must meet the requirements of section 16C.05.28. (Flood Hazard Protection Standards) [UGMC Chapter 14.28] and 16C.05.32 (Floodway Fringe Uses) [UGMC provisions].

There is no development of the lots proposed at this time. Flood hazard development standards will be addressed upon future development of the proposed lots.

(23) Changing from an existing use or development which does not meet the provisions of this chapter to a new use shall be reviewed in light of the following:

(a) The conversion will demonstrably reduce impacts to stream corridor and other hydrologically related critical area features; and

(b) The conversion will restore and/or enhance the functional properties outlined in Section 16C.06.05 (Functional Properties) [UGMC provisions].

No change of use is proposed at this time. Future development and uses may require additional Shoreline review depending upon the type and location of development.

(24) Individual projects or actions that, if continued as a pattern, would accumulatively result in the degradation or impairment of the shoreline environment shall be avoided.

This action would not result in degradation of the shoreline environment. Future development within Shoreline jurisdiction would be reviewed at that time.

(25) Individual projects or actions shall provide for no net loss of shoreline ecological functions.

This project does not result in the loss of ecological functions.

(26) Shoreline development shall not interfere with public access and enjoyment of any nearby publicly owned land areas.

The proposed development does not interfere with public access and enjoyment of the publicly owned lands. Future development may provide additional access to City facilities intended for parks and recreation.

(27) Outdoor advertising signs must conform to size, spacing and lighting provisions of the Washington State Scenic Vistas Act of 1971, where applicable.

No signs are proposed.

(28) There shall be a thirty-five (35) foot maximum building height for all structures, except that utility towers and poles, dams, concrete and asphalt batching plants, water treatment towers, wastewater treatment facilities and bridges are not required to meet this standard, and specific height limitations for residential structures are as follows:

(a) Twenty-five feet above average grade level in the conservancy environment;

(b) Twenty feet above average grade level in the natural environment;

(c) Twenty-five feet above average grade level in the urban conservancy environment;

(d) Twenty feet above average grade level in the floodway/channel migration zone.

No structures are proposed.

(29) New development within shoreline jurisdiction shall be located and designed to:

(a) Avoid the need for future shore stabilization to the extent feasible:

No development is proposed that will require future shore stabilization.

(b) Avoid or, if that is not possible, minimize the need for new and maintenance dredging.

No dredging is necessary.

(c) Assure that subdivision lots created will not require shore stabilization in order for reasonable development to occur. The standards should be accomplished using geotechnical analysis of the site and shoreline characteristics, as provided in section 16D.06.19(11) (Additional Shoreline Standards for Shore Stabilization):

The proposed lots are large enough and located far enough from the stream that potential need for future stabilization is minimized.

(d) Setback new development on steep slopes or bluffs sufficiently to ensure that shore stabilization is unlikely to be necessary during the life of the structure, as demonstrated by a geotechnical analysis, as provided in section 16D.06.19(11) (Additional Shoreline Standards for Shore Stabilization):

No development is proposed near steep slopes or bluffs.

(e) New development that would require shore stabilization which causes significant impacts to adjacent or down-current properties and shoreline areas shall not be allowed.

No development is proposed which would require shore stabilization that would cause impacts to adjacent or downstream properties and shoreline areas.

XIII. Shoreline Master Program Development Policies and Standards relative to

Roads, Railroads and Parking (16D.06.17). The following provisions apply to roads, railroads and parking areas within a hydrologically related critical area:

(1) Roads and railroads shall not be located within a designated stream corridor except where it is necessary to cross the corridor, or where existing development, topography, and other conditions preclude locations outside the stream corridor.

The roadway is not located within the stream corridor.

(2) Construction of roadways across stream corridors shall be by the most direct route possible having the least impact to the stream corridor.

There is no stream crossing proposed. The Regional Beltway Connector is designed to remain outside of the stream corridor.

(3) Roadways that must run parallel to stream or wetland edges shall be along routes having the greatest possible distance from streams or wetlands and the least impact to the corridor.

The Regional Beltway is located outside of the stream corridor and no wetlands were identified in the dedicated right-of-way area for the Beltway during the delineation.

(4) Roadways within the stream corridor shall not hydrologically obstruct, cut-off or isolate stream corridor features.

The Regional Beltway Connector is not located within the stream corridor.

(5) Material excavated from the roadway area to achieve the design grade shall be used as fill where necessary to maintain grade, or shall be transported outside the corridor:

The Regional Beltway Connector is located outside of the stream corridor.

(6) Necessary fill to elevate roadways shall not impede the normal flow of floodwaters or cause displacement that would increase the elevation of flood waters such that it would cause properties not in the floodplain to be flood-prone;

A condition of this Decision requires that construction of the Regional Beltway shall not cause impediment to floodwaters or cause changes in the base flood elevation such that floodwaters reach properties outside of the floodplain.

(7) Spoil, construction waste, and other debris shall not be used as road fill or buried within the stream corridor:

A condition of this Decision requires that spoil, construction waste or other debris shall not be used as road fill or buried within the stream corridor.

(8) Bridges and water-crossing structures shall not constrict the stream channel or impede the flow of the ordinary high water, sediment and woody debris:

There is no stream crossing.

(9) The preservation of natural stream channels and drainage ways shall be preferred over the use of culverts. Where culverts are the preferred method, large, natural bottom culverts, multi-plate pipes and bottomless arches are preferred:

There is no stream crossing.

(10) The alignment and slope of culverts shall parallel and match the natural flow of streams or drainage ways, unless doing so conflicts with subsection (1) and (2), and shall be sized to accommodate ordinary high water, and shall terminate on stable, erosion-resistant materials:

There are no culverts proposed that cross a stream channel.

(11) Where fish are present, culverts shall be designed and constructed to specifications provided through the Department of Fish and Wildlife or a comparable source of expertise:

No stream crossing is proposed.

(12) At least one end of a wood stringer bridge shall be anchored to prevent it from being washed away during high water:

No bridge is proposed.

(13) Roads must be designed and constructed using established flood resistant design and construction methods when they may be subject to damage by flood waters:

The Regional Beltway Connector shall be designed and constructed to accepted flood resistant design and construction methods where it may be subject to floodwaters.

(14) Roads and bridges within floodways must meet the requirements of section 16D.05.36.010 subsection (7) and (2).

The Regional Beltway Connector is located outside of the Floodway.

(15) Additional Shoreline Standards for Roads, Railroads and Parking. The standards in this section only apply to new uses within shoreline jurisdiction.

(a) Parking areas shall be located upland of the areas they serve.

No parking areas are proposed.

(b) Owners of two or more adjoining uses, structures or parcels of land may utilize jointly the same parking area when the hours of operation do not overlap.

No parking areas are proposed.

(c) A conditional use permit for roads, railroads or parking areas must demonstrate through social, economic, environmental, and engineering studies that a shoreline location is the most feasible of the available options.

A Shoreline Conditional Use Permit is not required for this development.

CONCLUSIONS

Based upon the foregoing Findings, the Hearing Examiner reaches the following Conclusions:

(1) The Hearing Examiner has jurisdiction to approve Shoreline Substantial Development Permits if, as is the case here, the criteria prescribed by the Union Gap Shoreline Management Ordinance are satisfied.

(2) Notice requirements for the open record public hearing have been satisfied.

(3) As conditioned, this proposal will satisfy all of the criteria required for the issuance of a Shoreline Substantial Development Permit for construction of the Union Gap Regional Beltway Connector in the proposed location over the property involved in this application.

(4) This Decision may be appealed within the timeframe and in the manner specified by applicable City ordinance and State law requirements.

DECISION

The requested Shoreline Substantial Development Permit for the proposed subdivision and Union Gap Regional Beltway Connector which are described in this Decision and in the documents included within the record of City of Union Gap File Number 2022.0158.SH0001 is **APPROVED WITH CONDITIONS**, subject to compliance with the following conditions:

(1) The following note shall be placed on the Final Plat: "Lots 1 and 2, or portions thereof, within this subdivision may lie within an area of special flood hazard and be subject to requirements and procedures set forth in UGMC Ch. 14.28 - Flood Hazard Protection, as may be amended. Specific floodplain information may be obtained from the Union Gap Planning Division."

(2) The following note shall be placed on the Final Plat: "The lots, or portions thereof, within this subdivision may be subject to the Union Gap Critical Areas Ordinance, UGMC Ch. 17.19, as may be amended. Special development standards may apply, and permits may be required for certain types of development. Critical Areas Ordinance information may be obtained from the Union Gap Planning Division."

(3) The following note shall be placed on the Final Plat: "Lots 1 and 2, or portions thereof, within this subdivision may be subject to the Union Gap Shoreline Master Program, City Resolution No. 845, as may be amended. Special development standards may apply, and permits may be required for certain types of development. Shoreline management information may be obtained from the Union Gap Planning Division."

(4) Road construction shall not cause impediment to floodwaters or changes in the base flood elevation such that floodwaters reach properties outside of the floodplain.

(5) Spoil, construction waste or other debris shall not be used for road fill or buried within the stream corridor.

(6) Accepted flood resistant design and construction methods shall be utilized in the road design and construction where the road may be subject to floodwaters.

(7) The applicant shall obtain all necessary permits from the City of Union Gap prior to beginning construction.

(8) TIME LIMIT: The project's construction, use or activity shall commence within 2 years of the date of this Decision and shall be completed within 5 years of the date of this Decision, unless an extension is granted as provided for by the Shoreline Management Act. A request for an extension must be in writing and submitted to the City of Union Gap prior to the deadline date.

DATED this 24th day of August, 2022.



Gary M. Cuillier, Hearing Examiner

**B. PRELIMINARY SHORT PLAT DECISION
(2022-0159.C30002, 2022.0157.ST0006)**

FINDINGS

I. Preliminary Findings. The preliminary findings relative to this Preliminary Short Plat application are as follows:

(1) This consolidated application for approval of a 9-Lot Preliminary Short Plat is being processed with an application for a Shoreline Substantial Development Permit under the Type III review procedure before the Hearing Examiner. Sections 18.20.020 and 18.20.030 of the Union Gap Municipal Code (UGMC) provide that Shoreline Permits are processed under the Type III review procedure and that consolidated applications are processed under the highest numbered procedure required for any part of the application even though a Preliminary Short Plat would normally be processed under the Type I review process. Each application is addressed separately in this Decision.

(2) The Hearing Examiner conducted an open record public hearing on August 17, 2022, relative to this application.

(3) The hearing began with a presentation of a thorough staff report by the City's Planning Representative, Byron Gunz, who is the Regional Land Use Manager of the Yakima Valley Conference of Governments. He recommended approval of the application subject to conditions. Next additional information primarily involving the technical aspects of this application and the tremendous benefit that the Union Gap Regional Beltway Connector through this property will provide to the community was presented by the City's Public Works and Community Development Director Dennis Henne; the applicant's attorney James Carmody of Meyer, Fluegge & Tenney, P.S.; the applicant's engineer Eric Herzog of HLA Engineering and Land Surveying, Inc.; and the property owners' principal limited liability company member Trent Marquis who has been and will be making a significant contribution to realization of the Regional Beltway Connector. Mr. Carmody presented a letter dated August 17, 2022 with proposed conditions of approval that shall be included in the record of this matter as an additional exhibit. The parties interested in this matter, including the attorney representing the City in this matter, Nathan Smith, were allowed additional time to

review and respond to Mr. Carmody's proposed conditions. The emailed response of Mr. Smith dated August 23, 2022, forwarding agreed revised Preliminary Short Plat conditions resulting from that review shall also be included in the record of this matter as an additional exhibit.

(4) No public testimony or written comments were presented in opposition to approval of this application. This Decision has been issued within ten business days of the open record public hearing.

(5) Based upon a view of the site with no one else present on August 15, 2022; a consideration of the staff report, exhibits, testimony and other evidence which was presented at the open record public hearing on August 17, 2022; and a review of the Union Gap Subdivision Ordinance, Title 16 of the Union Gap Municipal Code (UGMC); the Union Gap Comprehensive Plan; and the Union Gap Development Code, Title 17 of the UGMC; the Hearing Examiner approves this Preliminary Short Plat subject to conditions.

II. Applicant. The applicant is Wide Hollow Development, LLC, 3801 West Washington Avenue, Yakima, WA 98903.

III. Property Owners. The owners are U.C.I.P., LLC; T.M. Rentals, LLC; and T.M. Rentals, a Massachusetts Trust, 3801 West Washington Avenue, Yakima, WA 98903.

IV. Location. The current access to the nine parcels involved in this application is from White Street on the northeastern portion of the property. The parcels are located to the southeast of where Longfibre Road currently terminates at a roundabout south of Ahtanum Road. The property borders the northeastern and northern bank of Ahtanum Creek which generally runs from northwest to southeast in this location east of Goodman Road. The property is south and west of Wide Hollow Creek which also flows generally from the northwest to the southeast in this location. The parcels included in this application totaling 214.09 acres (*Document Index 11*); their owners

listed in the Subdivision Guarantee (*Document Index 124 and 127*); and the size of the parcels according to the County Assessor's website are as follows:

Parcel No.	Owner	Acres
1. 191207-21001	U.C.I.P., LLC	52.45
2. 191207-13001	U.C.I.P., LLC	73.69
3. 191208-23011	U.C.I.P., LLC	1.78
4. 191208-23001	U.C.I.P., LLC	3.51
5. 191208-23444	U.C.I.P., LLC	0.27
6. 191207-11007	U.C.I.P., LLC	39.93
7. 191207-12002	T.M. Rentals, LLC	18.96
8. 191207-12003	T.M. Rentals, LLC	18.25
9. 191207-41006	T.M. Rentals, a Massachusetts Trust	5.25

V. Application. The applicant is proposing to reconfigure nine parcels totaling 214.09 acres into nine lots by means of a short plat that will contain a dedication of right-of-way to Union Gap for the construction of the Regional Beltway Connector through the property (*Document Index 11 and 51*). The sizes and the current uses of the proposed lots are as follows:

Lot #	Lot Size (Acres)	Land Uses
1	41.11	Vacant/Agriculture
2	31.04	Vacant/Agriculture
3	9.65	Vacant/Agriculture
4	11.65	Vacant/Agriculture
5	28.02	Vacant/Agriculture
6	24.86	Vacant/Agriculture
7	17.47	Residence/Agricultural Structures/Agriculture
8	21.09	Vacant/Agriculture
9	11.97	Vacant/Agriculture

VI. Zoning/Land Use. The proposed preliminary short plat lies within the PrC Planned

Recreational District. Adjacent properties are zoned Single-Family I Residential, Parks and Open Space, Wholesale/Warehouse, Light Industrial, and Public Building. Nearby uses are agriculture, residential, industrial, recreational and institutional.

VII. Hearing Examiner Jurisdiction. The application is being reviewed as a Preliminary Short Subdivision application in accordance with UGMC 16.12.010. UGMC 16.12.090 allows the Administrative Official to impose conditions of approval on any development to ensure that the proposal meets the standards and criteria for approval. UGMC 18.20.030 states that Short Plats are a Type I Permit Application approved by the Administrator. However, this application is subject to Type III review by the Hearing Examiner as a result of this consolidated permit review. There is a Shoreline Permit associated with this proposed preliminary short plat which requires a Type III review by the Hearing Examiner per UGMC 18.20.030. When permit processes are consolidated, UGMC 18.20.020 requires that they are reviewed through the highest level of review.

VIII. Environmental Review. This proposed short plat was determined to be categorically exempt from State Environmental Policy Act (SEPA) environmental review.

IX. Notices. Notices for the public hearing of August 17, 2022, were provided in accordance with the applicable ordinance requirements on the dates shown as follows on Document Index 87, 89 and 31-35 respectively of the record:

Mailing of hearing notice to property owners within 300 feet:	July 12, 2022
Publishing of hearing notice in the Yakima Herald-Republic:	July 15, 2022
Posting of the hearing notice on the property:	July 20, 2022

X. Critical Areas / Shoreline Review. Wide Hollow Creek is northeast of the property. Altatum Creek is southwest and south of the property. Due to the location of some of the proposed lots, a Shoreline Substantial Development Permit has been consolidated with this application under File 2022.0158.SH0001. Even though a portion of the short plat is located within a critical area, the requirement of a critical area report may be waived under 17.19.190(D)(2) if the administrator determines that the proposed activity (construction of the Regional Beltway Connector within the dedicated right-of-way) is unlikely to degrade the functions or values of the critical area and if the following requirements will be met: (a) there will be no alteration of the critical area or buffer; (b) the development proposal will not impact the critical area in a manner contrary to the purpose, intent, and requirements of this chapter; and (c) the proposal is consistent with other applicable regulations and standards.

The proposed subdivision does not include land-disturbing activities at this time outside the area dedicated for the Regional Beltway Connector. Even though the City of Union Gap will be constructing the Beltway in the near future, the area that will be disturbed for that project has already been investigated for wetlands, with none being found. Therefore, the subdivision qualifies for a waiver at this time of a critical areas report for the areas outside the dedicated right-of-way because the construction of the Beltway has been determined to satisfy the conditions for a waiver in UGMC 17.19.190(D)(2). Plat notes shall be placed on the face of the Final Plat stating that portions of the subdivision outside the dedicated right-of-way for the Regional Beltway may be subject to future critical areas review at time of future development of the area outside the right-of-way depending upon the type and location of the development.

XI. Processing Timeframe. This application has been processed as follows:

Application Submitted: June 24, 2022;
Notice of Completeness: July 12, 2022;
Notices of Hearing: July 12, 15 and 20, 2022;
Public Hearing: August 17, 2022.

Wide Hollow Development, LLC, Applicant 22
A Shoreline Substantial Development Permit
And the Approval of a Preliminary Short Plat
Containing Part of the Regional Beltway Connector
2022.0158.SH0001; 2022.0157.ST0006; 2022.0159.C30002

XII. Decision Criteria for Review of Short Plat Applications. The Administrative Official shall approve a preliminary short subdivision if the applicant has demonstrated the application complies with the following approval criteria in UGMC 16.12.070 or that the application can meet those criteria by complying with conditions of approval.

(1) The short plat is consistent with provisions of the Union Gap comprehensive plan and its underlying goals and policies:

The proposed short subdivision is consistent with the Comprehensive Plan Goal LU 1 which is to "Promote orderly and cost-effective growth and new development." The proposed subdivision allows for the Beltway project to connect vacant land to municipal services allowing growth, economic development, and infill within the city.

(2) The short plat is in conformity with zoning requirements and other city, state and federal land use controls:

The proposal addresses the intent of the Planned Recreational (PrC) District by providing large lots and open space while protecting critical areas such as Ahtanum Creek. The lot area and width meet the standards outlined in UGMC Table 17.05.020. The lot size and width allow for the permitted uses within the (PrC) District.

(3) The short subdivision provides adequate means of access consistent with this title, Title 17 of this code and applicable building and fire codes:

The proposed subdivision dedicates right-of-way for the construction of the Regional Beltway Connector project. All of the proposed lots have access from proposed Regional Beltway Connector roundabouts.

(4) Existing buildings within and adjacent to the land subject to the short plat are not rendered nonconforming with respect to Title 17 of this code and applicable building and fire codes;

The short subdivision does not result in the creation of non-conforming structures.

(5) The short plat meets the requirements of this title:

The proposed short subdivision meets the procedural and dimensional requirements of UGMC Title 16.

(6) The public use and interest will be served by permitting the short plat:

Public use and interest is benefited from the creation of the proposed lots and the development of the Beltway.

(7) Appropriate provisions for public health, safety and general welfare, open spaces, drainage ways, streets and roads, alleys, other public ways, transit stops, potable water supplies, sanitary wastes, parks and recreation, playgrounds, schools and school grounds:

Infrastructure and services are proposed to be extended along the Regional Beltway Connector and will be adequate and appropriate for this short subdivision and surrounding area.

(8) Dedication of street and road right-of-way, alley right-of-way, public utility easements and other public ways proposed by the short plat.

Right-of-way will be dedicated in the short plat for the construction of the Beltway.

XIII. Improvement Standards: The following improvement standards apply to this proposal:

(1) Street Improvement Standards (UGMC 16.40.010): Generally, publicly owned access roads meeting city of Union Gap standards must serve all lots in plats, short plats and binding site plans except as provided in this title. All public streets must meet city of Union Gap street developer standards. Specifically, the following is required:

(a) Curb and Gutter:

(i) All present or future through streets shall be constructed with barrier curbs.

(ii) Interior and dead-end residential streets may be constructed with rolled mountable curbs.

(iii) The curb radii at all intersections and interior corners shall be constructed with barrier curbs to a point ten (10) feet beyond the end of the radius.

(b) Sidewalks:

(i) Sidewalks shall be constructed along both sides of all proposed streets. Sidewalks located immediately adjacent to a curb shall be a minimum five feet wide.

(ii) Sidewalks located a minimum of three feet behind the backs of curbs shall be a minimum four feet wide.

(iii) All sidewalks shall be constructed to the following minimum depths:

(A) Streets with barrier curbs: four inches except at driveway locations the sidewalk depth shall be six inches.

(B) Streets with rolled curbs: sidewalks shall be a minimum of six inches.

(c) Existing Streets. Where an existing public road right-of-way, which is either unimproved or improved to less than the minimum city road standard, provides access to property being platted or short platted, the reviewing official may require the public road right-of-way to be improved to a city public road standard (i.e., half road, gravel, hard surface, etc.) which is proportional to the amount of additional traffic the development places on the roadway.

(d) All public and private streets must meet applicable building and fire code standards.

The Regional Beltway Connector is to be constructed by the City of Union Gap and will meet or exceed these standards.

(2) Sewer Service Required (UGMC 16.40.020):

(a) Except as otherwise allowed, a sanitary sewer line discharging to municipal sewer shall serve all new lots and development adjacent to the lot or development site. Extensions must be consistent with and implement the city's adopted sewer comprehensive plan. Sanitary sewer facilities must meet city of Union Gap sewer developer standards.

(b) Sanitary sewer is not required in the following circumstances, provided lots are of adequate size, configuration and soil type to meet state and local standards for on-site sewage disposal systems as administered by the Yakima health district:

(i) The general sewer plan makes no provisions for the extension of sewer to the area;

(ii) Parcels having slopes over seventy-five (75) percent of the site in excess of fifteen (15) percent; or

(iii) Residential subdivisions located one thousand (1,000) feet or more from an existing sewer main may utilize interim on-site systems subject to the following:

(A) Dry sewer lines are installed. The dry facilities must meet city of Union Gap sewer developer standards.

(B) Subdivision up to the maximum density may be allowed provided that all lots in excess of the density allowed with the on-site septic shall not be built upon until the sewer line is extended and connections to all lots have been accomplished. This process is referred to as shadow platting. Lots that cannot be built upon subject to connection to public sewer shall be known as shadow lots.

(C) Public sewer must be extended to the dry lines and all lots connected to public sewer in the event that sewer mains are extended to within two hundred fifty (250) feet of the connection point to the dry line sewer line.

(D) If the subdivider intends to transfer ownership of any of the shadow lots prior to connection to public sewer, an owners association is required to guarantee timely construction of the connection of the dry system to public sewer. The association shall be formed by a declaration of covenant recorded in the Yakima County auditor's office concurrent with the recording of the plat, or short subdivision. The declaration of covenants shall include the following terms:

(1) The agreement shall be enforceable by the administrator or any property owner within the development;

(2) A means shall be established for assessing construction costs equitably to property owners served by the dry sewer system;

(3) The declaration of covenants shall run with the land.

The City of Union Gap will be installing sewer within the Regional Beltway Connector. This Decision requires that there be connections provided to each of the lots created.

(3) Water Service Required (UGMC 16.40.030):

(a) A public water supply line maintained by the city of Union Gap, Nob Hill Water Company, or other water purveyor including community water systems, shall serve all new lots and development adjacent to the development site.

(b) Water distribution facilities must meet city of Union Gap water developer standards regardless of the water purveyor.

(c) The water system must be capable of providing sufficient flow and pressure to satisfy the fire flow and domestic service requirements of the proposed lots and development as approved by the director of public works with fire hydrants or other means of fire flow as required by the fire marshal.

The City of Union Gap will be installing water within the Regional Beltway Connector. This Decision requires that there be connections provided to each of the lots created.

(4) Stormwater Drainage (UGMC 16.40.050): All stormwater drainage facilities serving private or public streets must meet city of Union Gap stormwater developer standards. Suitable stormwater drainage shall be provided such that the development does not conflict with present drainage patterns, or create a drainage problem within itself or for its neighbors. Subdivisions and binding site plan developments must comply with this section. Specific requirements are as follows:

(a) A drainage plan, where required, shall be prepared by an engineer registered in the state of Washington and submitted to the reviewing official for review and approval for any proposed land development that will increase the quantity of or in any way alter the drainage runoff occurring prior to development.

(b) Design calculations for peak flow and peak volume storage requirements shall be based on a design storm frequency of twenty-five (25) years, unless it is determined by the city engineer that the development is located in a drainage problem area whereby the design storm may be raised accordingly.

(c) The plan shall provide for the on-site detention and/or retention of the total water intercepted and collected by the development and the areas (improved or unimproved) lying and draining presently to and through the proposed development, for the design storm, unless other natural or manmade systems are available for use. Predevelopment flows need not be retained provided that such flows do not impact or in any way harm surrounding properties.

A drainage plan is not required for this proposal. All stormwater generated on site shall be retained on site.

(5) Monumentation (UGMC 16.40.060):

(a) Centerline Monument. After paving, except as provided in subsection D of this section, cased monuments set flush with the finished road surface shall be installed at the following locations:

(i) Centerline of intersections;

(ii) Points of intersection of curves if placement falls within the paved area; otherwise, at the beginnings and endings of curves;

(iii) Intersections of the plat boundaries and street center lines.

(b) Property Line Monumentation. All front corners, rear corners, and beginnings and endings of curves shall be set with monuments except as provided in subsection C of this section.

(c) Post-monumentation. All monuments for exterior boundaries of the subdivisions, short plats and binding site plan developments shall be set and referenced on the plat prior to plat recording. Interior monuments need not be set prior to recording if the developer certifies that the interior monuments shall be set within ninety (90) days of final subdivision construction inspection, and if the developer guarantees such interior monumentation.

(d) Post-monumentation Bonds. In lieu of setting interior monuments prior to final plat recording, the administrator may accept a bond in an amount and with surety and conditions satisfactory to the administrator, or other secure

method as the administrator may require, providing for and securing the actual setting of interior monuments.

This Decision requires the surveyor to follow these monumentation standards.

(6) Easements (UGMC 16.44.050):

(a) A minimum eight-foot wide utility easement must be provided across the front lot line. In cases where the street right-of-way width is less than sixty (60) feet, the easement must be a minimum of ten (10) feet in width.

(b) Easements along the side and rear property lines shall be provided as required by utility providers.

(c) Where a subdivision is traversed by a watercourse, drainage way, channel or stream, there shall be provided a stormwater easement or drainage right-of-way conforming substantially with the lines of such watercourse, and such further width for construction, or maintenance, or both, as will be adequate for the purpose. Parallel streets or parkways may be required in connection therewith.

This Decision requires that a utility easement no less than eight (8) feet in width be provided across the front of all lots in accordance with these standards.

(7) Lots (UGMC 16.44.070):

(a) The lot size, width, depth, shape and orientation shall be in accordance with the applicable zoning laws.

(b) Corner lots for residential use shall have extra width to permit appropriate building setback from and orientation to both streets.

(c) The subdividing of the land shall be such as to provide, by means of a public street, or an approved private street, each lot with satisfactory access to an existing public street.

(d) Double frontage and through frontage lots should be avoided except where essential to provide separation of residential development from traffic arteries or to overcome specific disadvantages of topography and orientation. The reviewing body may prohibit direct access along the lot line abutting the arterial. Where a lot is boarded by two local access streets, direct access may be prohibited along one lot line to prevent traffic hazards.

(e) Except for lots set aside as park, recreation or conservation areas, the depth of a lot shall not exceed four times its width.

The proposed short subdivision meets these standards.

CONCLUSIONS

Based upon the foregoing Findings, the Hearing Examiner reaches the following Conclusions:

(1) The Hearing Examiner has jurisdiction to approve Preliminary Short Plats if, as is the case here, the criteria prescribed by the Union Gap Subdivision Ordinance are satisfied.

(2) Notice requirements for the open record public hearing have been satisfied.

(3) As conditioned, this proposal will satisfy all of the criteria required for approval of this Preliminary Short Plat which contains a dedication of right-of-way for construction of a portion of the Union Gap Regional Beltway Connector in the proposed location over the property involved in this application.

(4) This Decision may be appealed within the timeframe and in the manner specified by applicable City ordinance and State law requirements.

DECISION

The proposed 9-Lot Preliminary Short Plat containing a dedication of right-of-way for the Union Gap Regional Beltway Connector as described in this Decision and in the documents contained within the record of the City of Union Gap File Numbers 2022.0159.C30002 and 2022.0157.ST0006 is **APPROVED WITH CONDITONS**, subject to compliance with the following conditions:

CONDITIONS (NEXT STEPS):

Prior to the finalization of the subject short subdivision the following conditions must be completed within three years of the date of this Decision. Please note that this Decision, including the findings, conditions and time limit thereof, pertains to this conditional land use action authorized for the short subdivision only, and does not include timelines associated with other permits (for example building permits). Failure to comply with all conditions will result in the revocation of the Decision.

After all improvements are installed and accepted by Union Gap, or surety in accordance with the requirements of this title has been provided, and other requirements of the conditional approval have been fulfilled, the administrator shall sign the short plat. The subdivider shall then file the short plat with the Yakima County Auditor together with all required covenants and other appropriate instruments. The subdivider shall provide the City a copy of the recorded plat together with all recorded instruments. The subdivider shall pay all filing and copy fees.

(1) Right-of-way shall be dedicated to the City as depicted on the Preliminary Short Plat for Wide Hollow Development.

(2) Utility easements no less than eight (8) feet in width shall be dedicated to the City with such easements being adjacent to the right-of-way shown on the Preliminary Short Plat for Wide Hollow Development.

(3) Water and sewer service shall be provided to each of the lots prior to development.

(4) Access to Lots 1, 2, 3, 5, 6 and 7 may be allowed from the dedicated right-of-way as shown on the Preliminary Plat upon meeting applicable City standards and generally accepted engineering principals. The final location for access points shall be determined at the time of development.

(5) The following note shall be placed on the Final Plat: "Lots 1 and 2, or portions thereof, within this subdivision may lie within an area of special flood hazard and be subject to requirements and procedures set forth in UGMC Ch. 14.28 - Flood Hazard Protection, as may be amended. Specific floodplain information may be obtained from the Union Gap Planning Division."

(6) The following note shall be placed on the Final Plat: "The lots, or portions thereof, within this subdivision may be subject to the Union Gap Critical Areas Ordinance, UGMC Ch. 17.19, as may be amended. Special development standards may apply, and permits may be required for certain types of development. Critical Areas Ordinance information may be obtained from the Union Gap Planning Division."

(7) The following note shall be placed on the Final Plat: "Lots 1 and 2, or portions thereof, within this subdivision may be subject to the Union Gap Shoreline Master Program, City Resolution No. 845, as may be amended. Special development standards may apply, and permits may be required for certain types of development. Shoreline management information may be obtained from the Union Gap Planning Division."

(8) The Final Short Plat shall be prepared by a registered land surveyor as defined by RCW 18.43.020 and be legibly drawn, printed or reproduced by a process guaranteeing a permanent record in black on Mylar or approved equivalent. It shall be of a size eighteen inches by twenty-four inches (18" by 24"). It shall show:

(a) A complete survey of the section or sections necessary to establish the corners of the quarter section or the corners of the quarter sections in which the development is located. The survey must tie to two established section or quarter section monuments. The basis of horizontal and vertical control must be stated. The survey must be conducted in compliance with the requirements of the Survey Recording Act, RCW 58.09, as it now exists or is hereafter amended.

(b) The acknowledged signatures of all parties having ownership interest in the lands being subdivided as well as the acknowledged signatures of owners over which access or utility easements pass unless such easements are recorded by separate instrument.

(c) Tract boundary lines, property lines of residential lots and other sites, with accurate dimensions, bearing or deflection angles, and radii, arcs and central angles of all curves together with a description of monuments existing or set.

(d) A complete legal description of the land to be subdivided together with the parcel number;

(e) Title, scale, north arrow and date;

(f) Numbers to identify each lot or site and block;

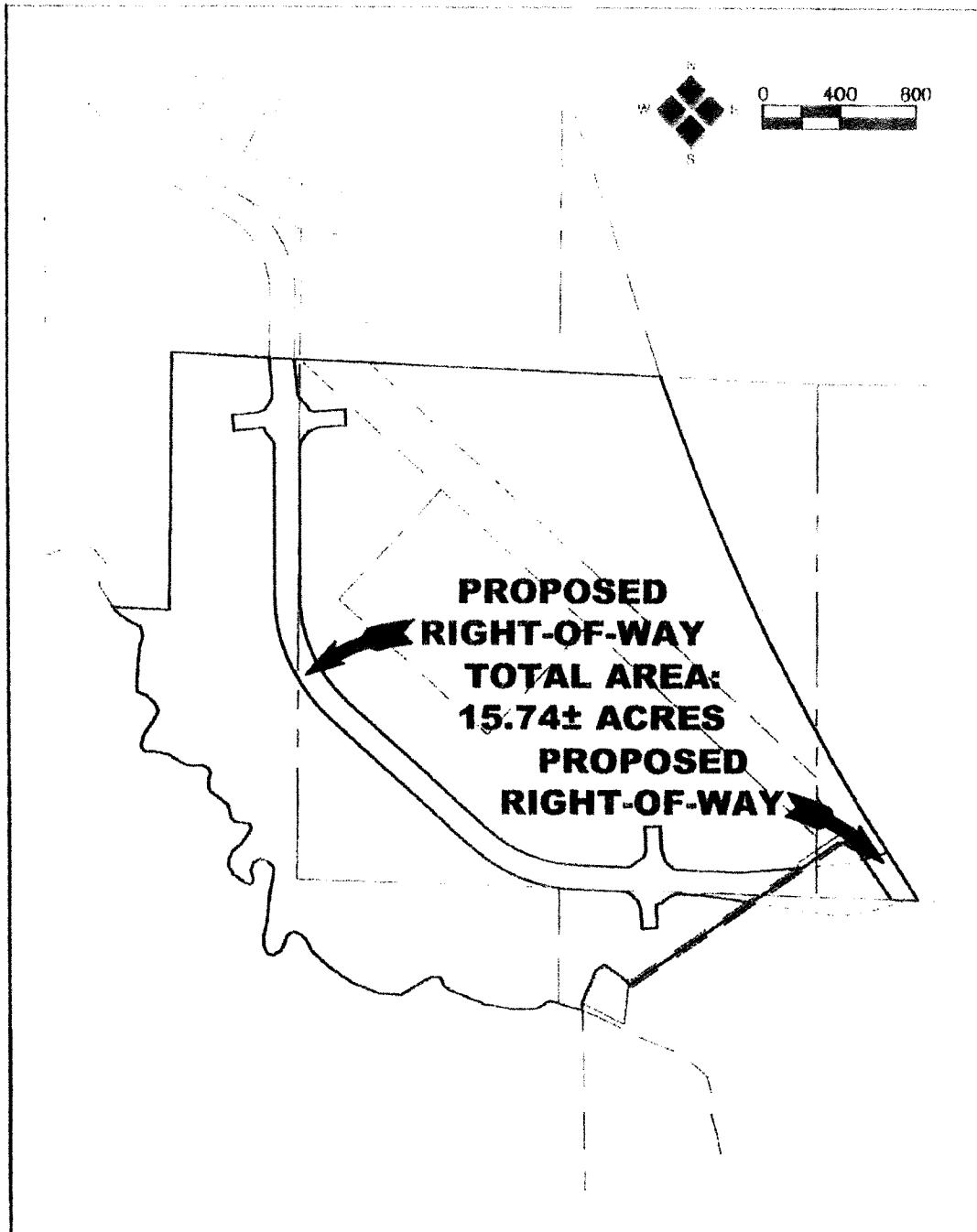
- (g) Name and right-of-way lines of streets, and other rights-of-way;
- (h) Location, dimensions and purpose of all utility and special purpose easements;
- (i) Purpose for which sites, other than residential lots, are dedicated or reserved;
- (j) The following certifications must appear on the face of the short plat:
 - (i) Dedication of all streets, rights-of-way, parks, playgrounds, easements, reservations, and any areas to be dedicated to public use, together with any restrictions or limitations thereon.
 - (ii) Certification by the land surveyor that a survey has been made and all required monuments and stakes have been or will be properly set.
 - (iii) Certification by the responsible agencies that the methods of sewage disposal and water service are acceptable.
 - (iv) Certification by the Yakima County treasurer that taxes have been paid in accordance with RCW 58.08.030.
 - (v) Certification by the city treasurer that there are no delinquent special assessments and that all special assessments certified to the city treasurer for collection on any property herein contained and dedicated for streets, alleys, or other public uses are paid in full.
 - (vi) Certification of approval by the Public Works Director.
 - (vii) Certification of approval by the Subdivision Administrator.
 - (viii) A statement evidencing irrigation water right-of-way pursuant to RCW 58.17.310 if the short plat lies wholly or in part in an irrigation district.
- (k) Reference to recorded subdivision plats of adjoining platted land by record name, date and number.

DATED this 24th day of August, 2022.



Gary M. Cuillier, Hearing Examiner

Exhibit 4 – Depiction of Right of Way



2803 River Road
Yakima, WA 98902
509.966.7000
Fax 509.965.3800
www.hlacivil.com

WIDE HOLLOW DEVELOPMENT
'EXHIBIT 4'
REGIONAL BELTWAY
CITY OF UNION GAP, YAKIMA COUNTY, WASHINGTON

Exhibit 5 – Legal Description of Dedicated Right of Way

EXHIBIT 5

Legal Description for Beltway Right-of-Way

That portion of the North Half of Section 7, Township 12 North, Range 19 East, W.M. described as follows:

Commencing at the Northwest corner of the Southwest Quarter of said Section 7;
Thence South 86°59'43" East along the North line thereof 2,605.15 feet to the Point of Beginning;
Thence South 5°12'21" East 189.58 feet to the point of curvature of a curve concave to the West, the radius of said curve being 50.00 feet;
Thence Southwesterly along said curve consuming a central angle of 49°59'41" an arc length of 43.63 feet to a point of reverse curvature of a curve concave to the Southeast, the radius of said curve being 125.00 feet;
Thence Southwesterly along said curve consuming a central angle of 19°50'22" and arc length of 43.28 feet;
Thence South 69°44'50" West 42.24 feet;
Thence South 80°58'45" West 23.28 feet to the point of curvature of a curve concave to the North the radius of said curve being 360.00 feet;
Thence Westerly along said curve consuming a central angle of 3°45'52" an arc length of 23.65 feet;
Thence South 84°44'37" West 84.03 feet;
Thence South 5°15'23" East 80.00 feet;
Thence North 84°44'37" East 84.03 feet to the point of curvature of a curve concave to the North, said curve having a radius of 440.00 feet;
Thence Easterly along said curve consuming a central angle of 3°45'52" an arc length of 28.91 feet;
Thence North 80°58'45" East 23.28 feet;
Thence South 89°58'03" East 22.30 feet to a point on a curve concave to the Northeast the center of said curve bearing North 70°53'37" East 125.00 feet;
Thence Southeasterly along said curve consuming a central angle of 30°47'34" an arc length of 67.18 feet to a point of reverse curvature of a curve concave to the southwest, said curve having a radius of 50.00 feet;
Thence Southerly along said curve consuming a central angle of 49°59'41" an arc length of 43.63 feet;
Thence South 0°05'43" West 772.94 feet to the point of curvature of a curve concave to the Northeast, the radius of said curve being 850.00 feet;
Thence Southeasterly along said curve consuming a central angle of 47°30'43" an arc length of 704.85 feet;
Thence South 47°25'00" East 970.17 feet to the point of curvature of a curve concave to the Northeast, the radius of said curve being 850.00 feet;

Thence Southeasterly along said curve consuming a central angle of 40°02'43" an arc length of 594.08 feet;

Thence South 87°27'42" East 266.93 feet to the point of curvature of a curve concave to the south, the radius of said curve being 50.00 feet;

Thence Easterly along said curve consuming a central angle of 49°59'41" an arc length of 43.63 feet to a point of reverse curvature of a curve concave to the Northeast, said curve having a radius of 125.00 feet;

Thence Southeasterly along said curve consuming a central angle of 20°15'33" an arc length of 44.20 feet;

Thence South 18°16'21" East 42.33 feet;

Thence South 3°26'51" East 99.96 feet;

Thence North 86°33'09" East 80.00 feet;

Thence North 3°26'51" West 99.96 feet;

Thence North 6°52'05" East 19.56 feet to a point on curve concave to the northwest the center of said curve bearing North 13°16'58" West 125.00 feet;

Thence Northeasterly along said curve consuming a central angle of 34°10'25" an arc length of 74.56 feet to a point of reverse curvature of a curve concave to the Southeast, said curve having a radius of 50.00 feet;

Thence Easterly along said curve consuming a central angle of 49°59'41" an arc length of 43.63 feet;

Thence South 87°27'42" East 142.07 feet;

Thence South 81°32'13" East 245.86 feet;

Thence North 55°55'06" East 324.65 feet;

Thence South 84°57'53" West 328.33 feet;

Thence North 87°27'42" West 321.72 feet to the point of curvature of a curve concave to the Northeast, said curve having a radius of 50.00 feet;

Thence Westerly along said curve consuming a central angle of 49°59'41" an arc length of 43.63 feet to a point of reverse curvature of a curve concave to the Southwest, said curve having a radius of 125.00 feet;

Thence Northwesterly along said curve consuming a central angle of 16°59'40" an arc length of 37.08 feet;

Thence North 18°47'09" West 58.00 feet;

Thence North 3°04'24" West 125.00 feet;

Thence South 86°55'36" West 80.00 feet;

Thence South 3°04'24" East 125.00 feet;

Thence South 23°04'04" West 36.99 feet to a point on a curve concave to the Southeast the center of said curve bearing South 18°51'33" East 125.00 feet;

Thence Southwesterly along said curve consuming a central angle of 28°35'50" an arc length of 62.39 feet to a point of reverse curvature of a curve concave to the Northwest, said curve having a radius of 50.00 feet;

Thence Westerly along said curve consuming a central angle of 49°59'41" an arc length of 43.63 feet;

Thence North 87°27'42" West 266.93 feet to the point of curvature of a curve concave to the Northeast, said curve having a radius of 725.00 feet;

Thence Northwesterly along said curve consuming a central angle of 40°02'43" an arc length of 506.72 feet;

Thence North 47°25'00" West 970.71 feet to the point of curvature of a curve concave to the Northeast, said curve having a radius of 725.00 feet;

Thence Northwesterly along said curve consuming a central angle of 47°30'43" an arc length of 601.20 feet;

Thence North 0°05'43" East 772.94 feet to the point of curvature of a curve concave to the East, said curve having a radius of 50.00 feet;

Thence Northeasterly along said curve consuming a central angle of 49°59'41" an arc length of 43.63 feet to a point of reverse curvature of a curve concave to the Northwest, said curve having a radius of 125.00 feet;

Thence Northeasterly along said curve consuming a central angle of 22°32'40" an arc length of 49.18 feet;

Thence North 66°23'08" West 54.00 feet;

Thence North 82°57'36" East 28.19 feet to the point of curvature of a curve concave to the South, said curve having a radius of 360.00 feet;

Thence Easterly along said curve consuming a central angle of 4°28'45" an arc length of 28.14 feet;

Thence North 87°26'21" East 81.09 feet;

Thence North 2°33'39" West 80.00 feet;

Thence South 87°26'21" West 81.09 feet to the point of curvature of a curve concave to the South, said curve having a radius of 440.00 feet;

Thence Westerly along said curve consuming a central angle of 4°28'45" an arc length of 34.40 feet;

Thence South 82°57'36" West 34.46 feet;

Thence North 78°47'00" West 29.52 feet to a point on a curve concave to the Southwest the center of said curve bearing South 70°53'37" West 125.00 feet;

Thence Northwesterly along said curve consuming a central angle of 32°31'23" an arc length of 70.95 feet to a point of reverse curvature of a curve concave to the northeast, said curve having a radius of 50.00 feet;

Thence Northwesterly along said curve consuming a central angle of 49°59'41" an arc length of 43.63 feet;

Thence North 5°12'21" West 171.54 feet to said North line of said Northwest Quarter of Section 7;

Thence North 86°59'43" West along said North line 126.29 feet to the Point of Beginning.

Situate in Yakima County, Washington.

Exhibit 6 – Wide Hollow Short Plat

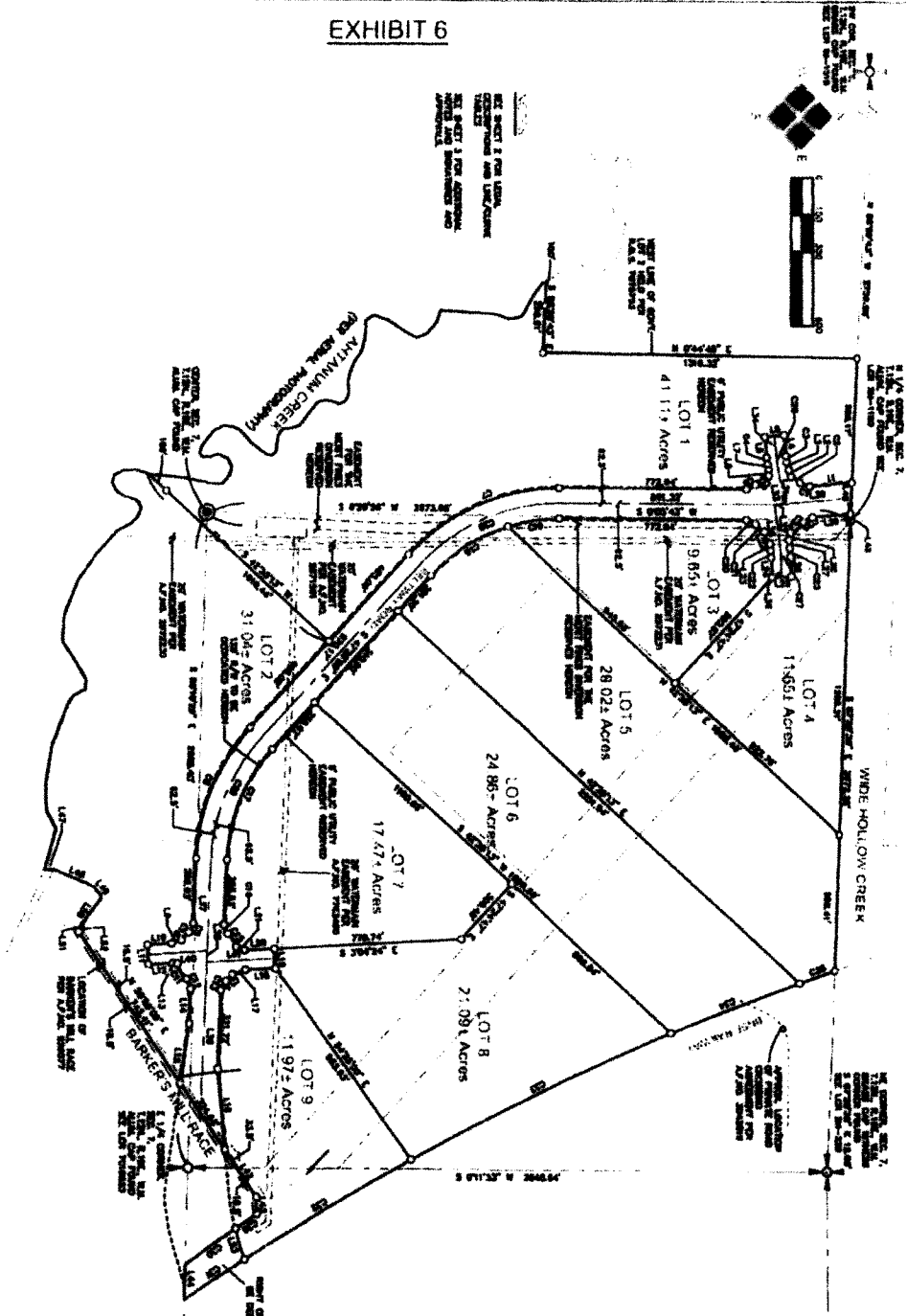
EXHIBIT 6



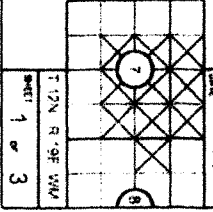
STATEWORKS CONSULTANTS
 THE STATEWORKS CONSULTANTS, A LIMITED LIABILITY COMPANY, HAS BEEN DESIGNATED AS THE SURVEYOR FOR THE PURPOSES OF THIS SHORT PLAT. THE STATEWORKS CONSULTANTS HAS BEEN DESIGNATED AS THE SURVEYOR FOR THE PURPOSES OF THIS SHORT PLAT. THE STATEWORKS CONSULTANTS HAS BEEN DESIGNATED AS THE SURVEYOR FOR THE PURPOSES OF THIS SHORT PLAT.

YAKIMA COUNTY REGISTERED SURVEYOR
 I HEREBY CERTIFY THAT THE FOREGOING SURVEY WAS MADE BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND THAT I AM A LICENSED SURVEYOR IN THE STATE OF WASHINGTON. I AM NOT PROVIDING THIS SERVICE AS AN EMPLOYEE OF ANY OTHER PERSON OR ENTITY.

ADDITIONAL'S CERTIFICATE
 I HEREBY CERTIFY THAT THE FOREGOING SURVEY WAS MADE BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND THAT I AM A LICENSED SURVEYOR IN THE STATE OF WASHINGTON. I AM NOT PROVIDING THIS SERVICE AS AN EMPLOYEE OF ANY OTHER PERSON OR ENTITY.



PARCEL NOS:
 191207-11007, 191207-12002, 191207-12003,
 191207-13001, 191207-21001, 191207-41006,
 191208-23444, 191208-23001, 191208-23011



SHORT PLAT
 for WIDE HOLLOW
 DEVELOPMENT
 CITY OF UNION GAP, YAKIMA COUNTY, WASHINGTON



2803 River Road
 Yakima, WA 98902
 509.966.7000
 Fax 509.963.3800
 www.hlacivil.com

Exhibit 7 – Development Standards

UGMC 17.03.020(C) and Table of Permitted Land Uses under UGMC 17.04.020, *provided that* Wide Hollow Development shall have received the zone change contemplated under Section 7.2 of the Agreement;

UGMC Chapter 17.05;

UGMC Chapter 17.06;

UGMC Chapter 17.07;

UGMC Chapter 17.09;

UGMC Chapter 17.19; and

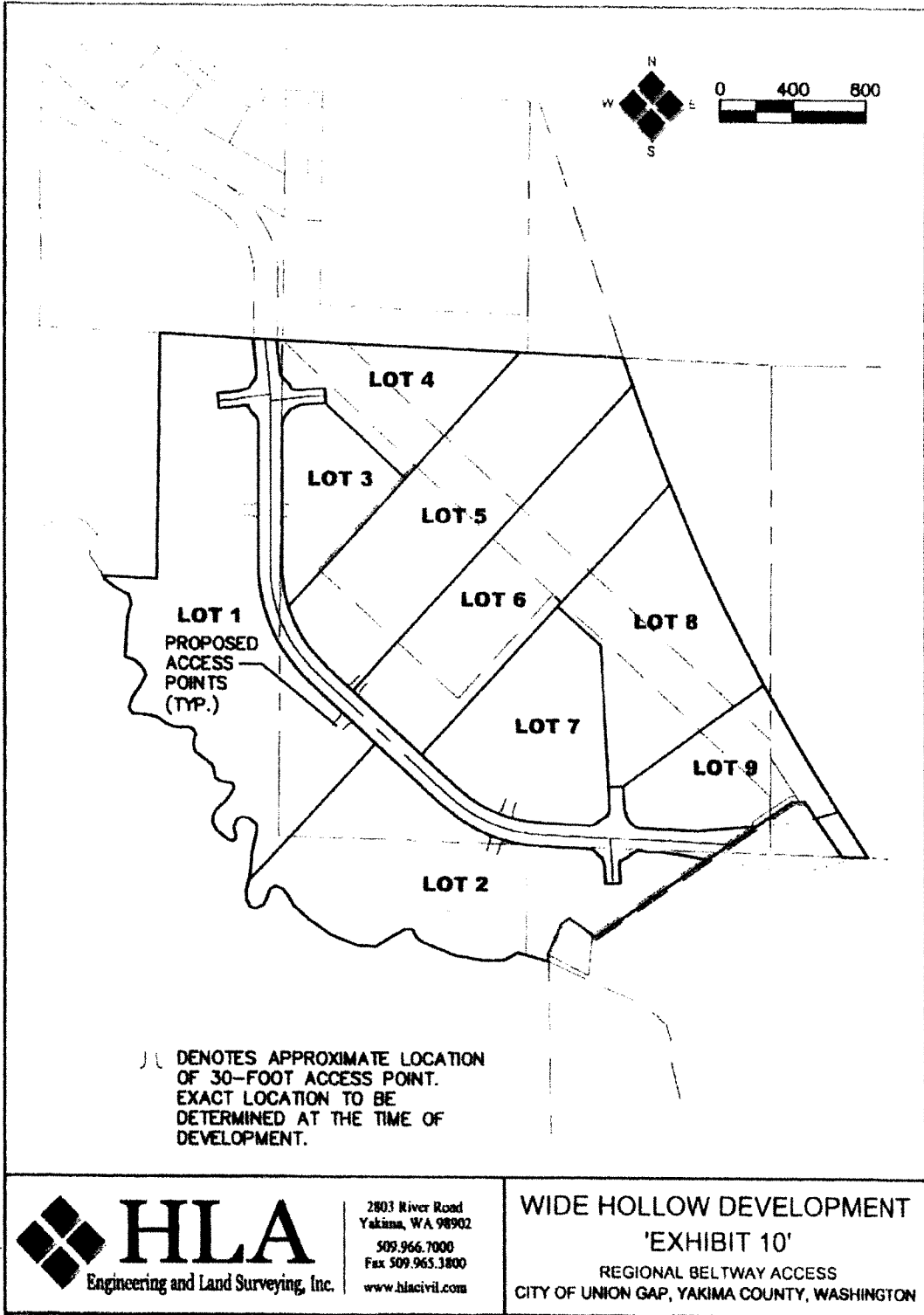
City of Union Gap Resolution No. 845 adopting the Yakima County Regional Shoreline Master Program

Exhibit 8 – Engineering Design for Regional Beltway Connector – Phase 2A

Engineering design for Regional Beltway Connector – Phase 2A on file with the City of Union Gap.

Exhibit 9 – Memorandum of Development Agreement

Exhibit 10 – Access Points



⊥ DENOTES APPROXIMATE LOCATION OF 30-FOOT ACCESS POINT. EXACT LOCATION TO BE DETERMINED AT THE TIME OF DEVELOPMENT.



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Fax 509.965.3800
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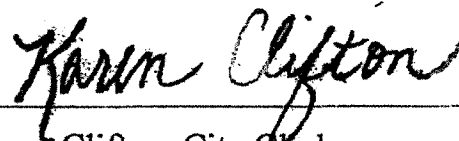
WIDE HOLLOW DEVELOPMENT
'EXHIBIT 10'
REGIONAL BELTWAY ACCESS
CITY OF UNION GAP, YAKIMA COUNTY, WASHINGTON

***NOTICE OF PUBLIC HEARING
CITY OF UNION GAP, WASHINGTON***

NOTICE IS HEREBY GIVEN that on Wednesday, September 7, 2022, at 6:00 p.m., or as soon thereafter as possible, the Union Gap City Council will conduct a public hearing. The purpose of the hearing is to receive comments on proposed Developer's Agreement submitted by Wide Hollow Development.

At the conclusion of the Public Hearing, the Council will make a final determination concerning proposed revisions. Comments may also be emailed to the City Clerk at Karen.Clifton@uniongapwa.gov or mailed to P.O. Box 3008, Union Gap, Washington, 98903 prior to 5:00 p.m. on September 7, 2022.

DATED this 22nd day of August 2022.



Karen Clifton, City Clerk



City Council Communication

Meeting Date: September 7, 2022
From: Dennis Henne; Director of Public Works & Community Development
Topic/Issue: Resolution - Development Agreement – Wide Hollow Development

SYNOPSIS: the City Council conducted a public meeting on September 7, 2022 to inform citizens and receive comments on proposed Development Agreement between the City and Wide Hollow Development. The Development Agreement establishes certain development rights and allows Wide Hollow to develop certain properties within the proposed Regional Beltway Connector corridor area.

Attached is a proposed Development Agreement between the City and Wide Hollow Development.

RECOMMENDATION Adopt Resolution authorizing Public Works and Community Development Director to sign Development Agreement between the City and Wide Hollow Development regarding establishment of certain development rights.

LEGAL REVIEW: Reviewed by City attorney

FINANCIAL REVIEW: N/A

BACKGROUND INFORMATION:

August 22, 2022 City Council Meeting
Public meeting on September 6, 2022
Public Hearing on September 7, 2022

ADDITIONAL OPTIONS: N/A

ATTACHMENTS: Resolution

CITY OF UNION GAP, WASHINGTON
RESOLUTION NO. _____

A **RESOLUTION** authorizing the Director of Public Works and Community Development to sign a Development Agreement between the City of Union Gap (“City”), Wide Hollow Development, LLC, and other parties specified in the Development Agreement regarding the City’s efforts to construct a Regional Beltway Connector and development of such property in establishing certain development rights.

WHEREAS, the City has engaged in comprehensive land use planning processes that has included planning for land development of a Regional Beltway Connector providing a limited access transportation facility connecting Main Street, near the I-82 and US 97 Interchange (South Union Gap Interchange), with Ahtanum Road. The Regional Beltway Connector project includes the completed Washington State Department of Transportation (WSDOT) improvements at the Union Gap South Interchange with the regional transportation project consisting of approximately six thousand (6000) linear feet of arterial road improvements, a new BNSF Railroad track overpass, and public water and sewer mainline facilities and improvements;

WHEREAS, a portion of the Regional Beltway Connector has been constructed, but much of the construction remains uncompleted, and a significant portion of the planned Regional Beltway passes through the Wide Hollow property;

WHEREAS, the Wide Hollow Development property was the subject of a short-plat application, critical areas review, and Shoreline review which was approved by Union Gap Hearing Examiner by decision dated the August 24, 2022;

WHEREAS, the City has received significant INFRA and NHFP funds for the development of the Regional Beltway Connector on the Wide Hollow property and received SIED funding in the form of a grant and loan for the construction of sewer and water infrastructure;

WHEREAS, Wide Hollow Development has supported the City’s efforts to construct the Regional Beltway Connector, and the City wishes to enter into a Development Agreement between the City and Wide Hollow Development for the purpose of coordinating public/private funding and contributions for the Regional Beltway Corridor located on the Wide Hollow property improvements together with land use planning and development of the Wide Hollow property including (a) Connector and associated utility improvements dedicating significant portions of Wide Hollow property for right-of-way for the Regional Beltway Connector; (b) granting permanent public utility and temporary construction easements; (c) coordinating such development with recordation of a final short plat for development of the Wide Hollow property; and (d) and vesting certain future development standards for the Wide Hollow property;

WHEREAS, the City and Wide Hollow Development recognize the mutual benefits in connection with the use and development of the Wide Hollow property and coordinated development of that portion of the Regional Beltway that passes over, on and through the Wide Hollow property, and have determined that a Development Agreement is appropriate, and desire to enter into such agreement;

WHEREAS, the Development Agreement will, among other things, eliminate uncertainty and long term planning, provide for the efficient development of the project on a comprehensive basis consistent with the City's current Comprehensive Plan and zoning ordinance, provide for extension of public utility services benefitting both the project and public, provide significant new employment opportunities within the municipal boundaries, ensure effective utilization of resources and provide substantial tax benefits to the City and otherwise enhance the public welfare of the community;

WHEREAS, the City intends to continue to explore ways to fund and offset that portion of the SIED funding that is the responsibility of the City through other funding mechanisms; and

WHEREAS, the City conducted a public hearing on the Development Agreement on September 7, 2022.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF UNION GAP, WASHINGTON, HEREBY RESOLVES as follows:

The Director of Public Works and Community Development is authorized to sign a Development Agreement between the City and Wide Hollow Development, LLC for development of certain infrastructure for such property and in establishing certain development rights.

PASSED this 7th day of September, 2022.

John Hodkinson, Mayor

ATTEST:

APPROVED AS TO FORM:

Karen Clifton, City Clerk

Bronson Brown, City Attorney

After Recording Return to:

City of Union Gap
Attention: Dennis Henne
102 W. Ahtanum Rd
PO Box 3008
Union Gap, WA 98903-0008

MEMORANDUM OF DEVELOPMENT AGREEMENT

Grantor: U.C.I.P., LLC, a Nevada limited liability company
T.M. RENTALS, a Massachusetts Trust
T.M. RENTALS, LLC, a Nevada limited liability company
WIDE HOLLOW DEVELOPMENT, LLC

Grantee: CITY OF UNION GAP, a Washington municipal corporation

Abbreviated Legal Description: Lots 1-9 SP, recorded under Auditor File No

Assessor's Tax Parcel ID Nos.: 191207-13001; 191207-21001; 191207-41006; 191207-12003; 191207-11007; 191207-12002; 191208-23444; 191208-23001; 191208-23011

This Memorandum of Development Agreement (the "Memorandum") is made this 7th day of September, 2022, (the "Effective Date") by and between the **CITY OF UNION GAP**, a Washington municipal corporation ("City") as GRANTEE, and **U.C.I.P., LLC**, a Nevada limited liability company ("UCIP"); **T.M. RENTALS**, a Massachusetts Trust ("TM I"); **T.M. RENTALS, LLC**, a Nevada limited liability company ("TM II"); and **WIDE HOLLOW DEVELOPMENT, LLC**, a Washington limited liability company ("Wide Hollow," and with UCIP, TM I and TM II, collectively "Wide Hollow Development" and collectively GRANTOR).

RECITALS

- A. This Agreement relates to the following real property situate in Yakima County, Washington, and legally described as follows:

Lots 1 through 9 of Short Plat for Wide Hollow Development
recorded under Auditor File No. _____, records of
Yakima County, Washington

("Subject Property").

- B. Effective September 7, 2022, City of Union Gap and Wide Hollow Development (collectively the "Parties") entered into the Wide Hollow Development Agreement (the "Agreement") under which the City, among other things, for the benefit of the Subject Property agreed to terms and conditions related to the development of Regional Beltway Connector, Regional Beltway Utilities, and development of Subject Property.
- C. The Parties desire to execute and record this Memorandum of Development Agreement for the purpose of providing constructive notice of the Agreement to all third parties.

MEMORANDUM

Public notice is hereby given of the existence of the Agreement. The provisions of this Agreement are binding on the undersigned Parties and their respective heirs, successors, and assigns and constitute covenants and benefits appurtenant to and running with the Subject Property. Accordingly, all successors-in-interest to the Subject Property will take the Subject Property subject to and together with the rights and obligations set forth in the Agreement. The Agreement is on file with the City of Union Gap, Washington

This Memorandum is intended only to give public notice of the Agreement and in no way amends or otherwise alters the intent or effect of any of the Agreement's terms.

[Signatures and Acknowledgments on Following Pages]

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed under seal as of the date first above written.

GRANTEE

CITY OF UNION GAP
a Washington municipal corporation

By: _____
Dennis Henne, Public Works Director

Approved as to form:

City Attorney

GRANTOR

U.C.I.P., LLC, a Nevada limited liability company

By: _____
Trent Marquis, Manager

T.M. RENTALS, a Massachusetts Trust

By: _____
Trent Marquis, Trustee

T.M. RENTALS, LLC, a Nevada limited liability company

By: _____
Trent Marquis, Manager

WIDE HOLLOW DEVELOPMENT, LLC, a Washington limited liability company

By: _____
Trent Marquis, Manager

