

Return Address:

David L. Hoeger
410 Aeroview
Yakima, WA 98908

**Document 1 Title: DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF
YAKIMA AND STORAGE INVESTMENTS, LLC**

Reference #'s:

Additional reference #'s on page _____

Grantors:

Grantees:

Additional grantors on page _____

Additional grantees on page _____

Legal Description (abbreviated form: i.e. lot, block, plat or S,T,R quarter/quarter):

181330-41001: The North half of the Northeast Quarter of the Northeast Quarter of the Southeast Quarter of Section 30, Township 13 North, Range 18 EWM; Except the North 8.5 feet for road; And Except the West 263.7 feet thereof; And Except the right of way for road along the East line thereof. Situated in Yakima County, State of Washington. **Commonly known as 8102 W NOB HILL BLVD, Yakima, Washington 98908**

181330-41002: The East 64 feet of the following-described property: That portion of the North half of the Northeast Quarter of the Northeast Quarter of the Southeast Quarter of Section 30, Township 13 North, Range 18 EWM, described as follows: Beginning at a point 397 feet West of the Northeast corner of said subdivision; Thence West along the North line thereof 263.7 feet, more or less, to the Northwest corner of said subdivision; Thence South along the West line of said subdivision 330.4 feet, more or less, to the Southwest corner of said subdivision; Thence East along the South line 263.7 feet; Thence North 0°28' East 330.4 feet to the point of beginning. Situated in Yakima County, State of Washington. **Commonly known as 8104 W NOB HILL BLVD, Yakima, Washington 98908**

Assessor's Property Tax Parcel/Account Number: **181330-41001, 181330-41002**

Signature:

**DEVELOPMENT AGREEMENT
BY AND BETWEEN THE CITY OF YAKIMA
AND STORAGE INVESTMENTS, LLC**

THIS DEVELOPMENT AGREEMENT is made and entered into this _____ day of _____, 2016, by and between the City of Yakima, a Washington municipal corporation, hereinafter the “City,” and Storage Investments, LLC, a Washington limited liability company hereinafter the “Developer.”

RECITALS

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

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

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

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

WHEREAS, this Development Agreement by and between the City of Yakima and the Developer (hereinafter the “Development Agreement”) relates to a proposed residential mini-storage complex on two parcels located at 8102 and 8104 West Nob Hill Boulevard, Yakima, WA (Assessor Parcel Nos. 181330-41001 and -41002) (“Project”); and

WHEREAS, the Project was reviewed pursuant to Type 3 review and approved by Hearing Examiner subject to conditions in Hearing Examiner’s Decision, dated February 6, 2014 (CL3 #003-13; ADJ #006-13; and SEPA #020-13) (hereinafter “Hearing Examiner’s Decision”), such decision authorizing the proposed residential mini-storage in the Local Business (B-2) zoning district subject to specific conditions and directing that the City and Developer enter into a development agreement detailing conditions of approval; applicable development standards; phasing of development; and other agreeable requirements.

WHEREAS, City approved modifications (MOD #002-15) to Hearing Examiner’s Decision (CL3 #003-13) increasing driveway widths by one to five feet and reducing the number of buildings from 11 to 10 buildings.

Now, therefore, the parties hereto agree as follows:

General Provisions

Section 1. *The Project.* The Project is the proposed development of residential mini-storage complex on approximately 3.15 acres with ten (10) buildings. The Project is located at 8102 and 8104 West Nob Hill Boulevard, Yakima, WA. Project and land use decision are more particular set forth in Hearing Examiner Decision (CL3 #003-13) dated February 10, 2014. Hearing Examiner’s Decision was modified by Administrative Decision dated January 30, 2015, such decision reducing the number of buildings from 11 to 10 and increasing driveway widths. MOD #002-15).

Section 2. *The Subject Property.* The Project site is legally described in Exhibit A, attached hereto and incorporated herein by this reference.

Section 3. *Definitions.* As used in this Development Agreement, the following terms, phrases and words shall have the meanings and be interpreted as set forth in this Section.

- a) “Adopting Ordinance” means the Ordinance which approves this Development Agreement, as required by RCW 36.70B.200.
- b) “Certificate of occupancy” means either a certificate issued after inspections by the City authorizing a person(s) in possession of property to use the specified mini-storage buildings and associated improvements or the final inspection if a formal certificate is not issued.
- c) “Council” means the duly elected legislative body governing the City of Yakima.

d) “Design Guidelines” means the development standards as adopted by the City.

e) “Director” means the City’s Community Development Director.

f) “Effective Date” means the effective date of the Adopting Ordinance.

g) “Existing Land Use Regulations” means the ordinances adopted by the City Council of Yakima in effect on the Effective Date, including the adopting ordinances that govern the permitted uses of land, the density and intensity of use, and the design, improvement, construction standards and specifications applicable to the development of the Subject Property, including, but not limited to the Comprehensive Plan, the City’s Official Zoning Map and development standards, the Design Manual, the Public Works Standards, SEPA, Concurrence Ordinance, and all other ordinances, codes, rules and regulations of the City establishing subdivision standards, park regulations, building standards. Existing Land Use Regulation does not include non-land use regulations, which includes taxes and impact fees.

h) “Landowner” is the owner of the Property or any other party who has acquired an interest in Property and who, unless otherwise released as provided in this Agreement, shall be subject to the applicable provisions of this Agreement.

i) “Project” means the anticipated development of the Property as specified in Section 1 and otherwise authorized by Hearing Examiner Decision and referenced administrative modification.

Section 4. Exhibits. Exhibits to this Agreement are as follows:

- a) Exhibit A – Legal description of the Property.
- b) Exhibit B – Site Plan for Development.
- c) Exhibit C – Hearing Examiner Decision (CL3 #003-13) as modified by Administrative Modification (MOD #002-15)
- d) Exhibit D – YMC Title 12 – Development Standards
- e) Exhibit E – YMC Title 15 – Yakima Urban Area Zoning Ordinance
- f) Exhibit F – YMC Title 14 – Subdivision
- g) Exhibit G – YMC Ch. 10.05 – Fire Code
- h) Exhibit H – Determination of Nonsignificance (DNS) issued on December 30, 2013

Section 5. Parties to Development Agreement. The parties to this Agreement are:

a) The “City” is the City of Yakima, 129 North 2nd Street, Yakima, Washington 98901.

b) The “Developer” is Storage Investments, LLC, the owner of the Property, and whose principal office is located at 410 Aeroview Rd, Yakima, WA 98908.

c) The “Landowner” or “Owner” of the Property is currently Storage Investments, LLC. The Owner may sell or otherwise transfer all or a portion of the Property to a subsequent owner who, unless otherwise released, shall be subject to and benefitted by the applicable provisions of this Development Agreement related to such portion of the Subject Property.

Section 6. Project is a Private Undertaking. It is agreed among the parties that the Project is a private development and that the City has no interest therein except as authorized in the exercise of its governmental functions.

Section 7. Term of Agreement. This Agreement shall commence upon the effective date of the Adopting Ordinance approving this Agreement, and shall continue in force for a period of 20 years unless extended or terminated as provided herein. Following the expiration of the term or extension thereof, or if sooner terminated, this Agreement shall have no force and effect, subject however, to post-termination obligations of the Developer or Landowner.

Section 8. Vested Rights of Developer. During the term of this Agreement, unless sooner terminated in accordance with the terms hereof, in developing the Subject Property consistent with the Project described herein, Developer is assured, and the City agrees, that the development rights, obligations, terms and conditions specified in this Agreement, are fully vested in the Developer (and its successors and assigns) and may not be changed or modified by the City, except as may be expressly permitted by, and in accordance with, the terms and conditions of this Agreement, including the Exhibits hereto, or as expressly consented thereto by the Developer. Notwithstanding the above, the parties expressly agree that the following development standards are exempt from this vesting provision and that the City shall have the right to require the Developer to comply with development standards, as now existing or as hereafter amended, in the following: storm water regulations and standards, sanitary sewer regulations and standards and building codes. The parties agree that Developer’s submission of a complete application for a building permit shall only vest the Developer to the building codes in Title 11 YMC in

effect at the time of submission of the complete application for a building permit for the structure(s) subject to such permit.

Developer is specifically vested to the following ordinances and determinations:

- YMC Title 12 – Development Standards
- YMC Title 15 – Yakima Urban Area Zoning Ordinance
- YMC Title 14 - Subdivision
- Hearing Examiner Decision (CL3 #003-13) as modified by Administrative Modification (MOD #002-15)
- Determination of Nonsignificance (DNS) issued on December 30, 2013

Section 9. Permitted Uses and Development Standards. The permitted uses, the density and intensity of use, the maximum height and size of proposed buildings, provisions for reservation and dedication of land or payment of fees in lieu of dedication for public purposes, the construction, installation and extension of public improvements, development guidelines and standards for development of the Property shall be those set forth in this Agreement and as directed in Hearing Examiner's Decision as administratively modified.

Section 10. Development Conditions and Requirements. The development of the Project is subject to applicable provisions of Urban Area Zoning Ordinance, building code and fire code as well as the following conditions imposed by Hearing Examiner Decision:

A. Developer shall provide one of the following site screening options for each of the three sides of the proposed complex with the selected option shown on a revised site plan (and described in detail in either a landscaping plan or a site screening plan or a combination of both) in a manner acceptable to the Planning Division:

1. North property line:

- a. The applicant shall: 1) reorder the construction of Phase 1 to include buildings II, "K," "J" and "I" to provide an enclosed compound as suggested in the applicant's narrative, 2) provide site screening "A" along the north property line, and 3) provide a decorative façade along the backs of the buildings and roof which shields these metal features from the view of the abutting residential uses; or
- b. Provide a six-foot high decorative masonry, stone, or stucco wall along the north property line, and 2) install a decorative façade along the back and sides of the proposed mini-storage building shielding the metal features from view of the abutting residential uses; or
- c. Install a dense vegetative screen made of arbovitae or other evergreen plants which obscures the mini-storage units from view of the abutting residential uses; or
- d. Install a dense vegetative screen made of arbovitae or other evergreen plants which are initially at least 4 feet in height near the back wall of the two mini-storage buildings promptly after they are completed and which are allowed to grow to a height that obscures the wall of the buildings from view of the abutting residential uses, and include plantings acceptable to the Planning Division in the 10-foot-wide landscape rock drainage swale prior to approval of the building permit for the final building or promptly upon the extension and improvement of Nob Hill Boulevard to City standards along the site if that occurs prior to issuance of the final building permit.

2. South property line:

- a. The applicant shall: 1) reorder the construction of Phase 1 to include buildings "H," "K," "J" and "I" to provide an enclosed compound as suggested in the applicant's narrative, and 2) provide a decorative façade along the back of the buildings and roof which shields these metal features from the view of the abutting residential uses; or
- b. 1) Provide a six-foot high decorative masonry, stone, or stucco wall along the property line, and 2) install a decorative façade along the backs and

sides of the proposed mini-storage building shielding the metal features from view of the abutting residential uses; or

- c. 1) Install a six-foot high view obscuring fence meeting site screening "C", and 2) Install additional vegetation to create a dense vegetative screen made of arborvitae or other evergreen plants which obscures the backs of the mini-storage units from view of the abutting residential uses; or
- d. Install a dense vegetative screen made of arborvitae or other evergreen plants which are initially at least 4 feet in height near the back wall of the mini-storage building promptly after it is completed and which are allowed to grow to a height that obscures the wall of the building from view of the abutting residential uses.

3. West property line:

- a. The applicant shall: 1) reorder the construction of Phase 1 to include buildings "H," "K," "I," and "J" to provide an enclosed compound as suggested in the applicant's narrative, and 2) provide a decorative facade along the back of the buildings and roof which shields these metal features from the view of the abutting residential uses; or

- b. 1) Provide a six-foot high decorative masonry, stone, or stucco wall along the property line, and 2) install a decorative facade along the backs and sides of the proposed mini-storage building shielding the metal features from view of the abutting residential uses; or

- c. 1) Install a 6-foot high view obscuring fence meeting site screening "C", and 2) Install additional vegetation to create a dense vegetative screen made of arborvitae or other evergreen plants which obscures the backs of the mini-storage units from view of the abutting residential uses; or

- d. Install a dense vegetative screen made of arborvitae or other evergreen plants which are initially at least 4 feet in height near the back wall of the mini-storage building promptly after it is completed and which are allowed to grow to a height that obscures the wall of the building from view of the abutting residential uses.

- B. In the event that false windows are used, they shall be incorporated with a black background rather than traditional white, and a lighting plan detailing the lighting that will be utilized in a manner acceptable to the Planning Division shall be submitted.

- C. In the event the temporary vehicle storage is still sought, the vehicle storage shall only be allowed upon paved portions of the proposed mini-storage development.

- D. Access to the kiosk for the facility may be allowed 24 hours per day every day of the week. Access to the storage units themselves may only be allowed during hours prescribed by the owner that are between 7 a.m. and 8 p.m. every day of the week.

- E. Complete stormwater design plans, specifications and runoff/storage calculations supporting the stormwater design are required pursuant to the Eastern Washington Stormwater Manual and City of Yakima standards. A stormwater site plan shall be submitted to the City of Yakima Surface Water Engineer prior to permit issuance.

- F. Prior to permit issuance, the applicant shall revise the submitted site plan to correctly incorporate all required Title 12 development and fire access requirements which include without limitation curb, gutter, sidewalk, street lighting, the required type of pavement for the fire access lane and the required or agreed type of sitescreening for the facility.

G. Prior to permit issuance the applicant shall dedicate the required right-of-way for Nob Hill Boulevard and South 80th Avenue to the City of Yakima as directed by the City of Yakima Engineering Division.

H. The project may be developed in phases to be completed within seven (7) years from the date of this Agreement.

Section 11. Minor Modifications. Minor modifications from the approved permits or the exhibits attached hereto may be approved in accordance with the provisions of the City's code, and shall not require an amendment to this Agreement.

Section 12. Further Discretionary Actions. Developer acknowledges that the Existing Land Use Regulations contemplate the potential exercise of ordinance powers by the City. These powers include, but are not limited to, review of additional permit applications under SEPA. The exercise of such authority shall be subject to the terms and conditions of this Agreement, including but not limited to vesting provisions.

Section 13. Public Facilities and Dedications.

Developer acknowledges and agrees that, prior to issuance of a certificate of occupancy for the proposed residential mini-storage buildings, it shall dedicate right-of-way for Nob Hill Boulevard and South 80th Avenue. Such dedication shall be determined by City in accordance with applicable law.

Section 14. Existing Land Use Fees and Impact Fees.

A. Land use fees adopted by the City by ordinance as of the Effective Date of this Agreement may be increased by the City from time to time, and applicable to permits and approvals for the Subject Property, as long as such fees apply to similar applications and projects in the City.

B. All impact fees shall be paid as set forth in the approved permit or approval, or as addressed in the Yakima Municipal Code.

Section 15. Phasing of Development. The parties acknowledge that the most efficient and economic development of the Subject Property depends upon numerous factors, such as market orientation and demand, interest rates, competition and similar factors, and that generally it will be most economically beneficial to the ultimate purchasers of the Subject Property to have the rate of development determined by the Developer. However, the parties also acknowledge that because the Development will be phased, certain amenities associated with the Project must be available to all phases of the Project, in order to address health, safety and welfare of the residents. Therefore, the parties agree that the improvements associated with the Project shall be constructed according to the following schedule:

- A. Street Improvements.
- B. Potable Water and Fire Flow Facilities.
- C. Sewer Facilities.
- D. Utilities.

Section 16. Default.

A. Subject to extensions of time by mutual consent in writing, failure or delay by either party or Landowner not released from this Agreement, to perform any term or provision of this Agreement shall constitute a default. In the event of alleged default or breach of any terms or conditions of this Agreement, the party alleging such default or breach shall give the other party or Landowner not less than thirty (30) days' notice in writing, specifying the nature of the alleged default and the manner in which said default may be cured. During this thirty (30) day period, the party or Landowner charged shall not be considered in default for purposes of termination or institution of legal proceedings.

B. After notice and expiration of the thirty (30) day period, if such default has not been cured or is not being diligently cured in the manner set forth in the notice, the other party or Landowner to this Agreement may, at its option, institute legal proceedings pursuant to this Agreement. In addition, the City may decide to file an action to enforce the City's Codes, and to obtain penalties and costs as provided in the Yakima Municipal Code for violations of this Development Agreement and the Code.

Section 17. Termination. This Agreement shall expire and/or terminate as provided below:

A. This Agreement shall expire and be of no further force and effect if the development contemplated in this Agreement and all of the permits and/or approvals issued by the City for such development are not substantially underway prior to expiration of the term period specified herein. The term of this Agreement may be extended upon showing the market, economic or other similar conditions

made such development unfeasible during such period. Any extension shall be approved by City subject to the exercise of its due discretion.

B. This Agreement shall terminate upon the expiration of the term identified in Section 7 or when the Subject Property has been fully developed, which ever first occurs, and all of the Developer's obligations in connection therewith are satisfied as determined by the City. Upon termination of this Agreement, the City shall record a notice of such termination in a form satisfactory to the City Attorney that the Agreement has been terminated.

C. This Agreement shall expire and be of no further force and effect if the Developer does not construct the Project as contemplated by the permits and approvals identified in this Agreement, and submits applications for development of the Property that are inconsistent with such permits and approvals.

D. Developer or Owner may terminate this Agreement and any development rights established by Hearing Examiner Decision in the exercise of its sole discretion. Upon the exercise of such election, City shall execute and record notice of such termination upon form acceptable to City Attorney and Owner.

Section 18. Effect upon Termination on Developer Obligations. Termination of this Agreement shall terminate all rights and obligations to develop the Property as authorized by Hearing Examiner Decision or this Agreement. .

Section 19. Effects upon Termination on City. Upon any termination of this Agreement as to the Developer of the Subject Property, or any portion thereof, the entitlements, conditions of development, limitations on fees and all other terms and conditions of this Agreement shall no longer be vested hereby with respect to the property affected by such termination (provided that vesting of such entitlements, conditions or fees may then be established for such property pursuant to the existing planning and zoning laws).

Section 20. Assignment and Assumption. The Developer shall have the right to sell, assign or transfer this Agreement with all their rights, title and interests therein to any person, firm or corporation at any time during the term of this Agreement.

Section 21. Covenants Running with the Land. The conditions and covenants set forth in this Agreement and incorporated herein by the Exhibits shall run with the land and the benefits and burdens shall bind and inure to the benefit of the parties. The Developer, Landowner and every purchaser, assignee or transferee of an interest in the Subject Property, or any portion thereof, shall be obligated and bound by the terms and conditions of this Agreement, and shall be the beneficiary thereof and a party thereto, but only with respect to the Subject Property, or such portion thereof, sold, assigned or transferred to it. Any such purchaser, assignee or transferee shall observe and fully perform all of the duties and obligations of a Developer contained in this Agreement, as such duties and obligations pertain to the portion of the Subject Property sold, assigned or transferred to it.

Section 22. Amendment to Agreement; Effect of Agreement on Future Actions. This Agreement may be amended by mutual consent of all of the parties, provided that any such amendment shall follow the process established by law for the adoption of a development agreement (*see*, RCW 36.70B.200). City reserves authority to impose new or different regulations required by a serious threat to public health or safety. .

Section 23. Releases. Developer, and any subsequent Landowner, may free itself from further obligations relating to the sold, assigned, or transferred property, provided that the buyer, assignee or transferee expressly assumes the obligations under this Agreement as provided herein.

Section 24. Notices. Notices, demands, correspondence to the City and Developer shall be sufficiently given if dispatched by pre-paid first-class mail to the addresses of the parties as designated in Section 5. Notice to the City shall be to the attention of both the City Manager and the City Attorney. Notices to subsequent Landowners shall be required to be given by the City only for those Landowners who have given the City written notice of their address for such notice. The parties hereto may, from time to time, advise the other of new addresses for such notices, demands or correspondence.

Section 25. Reimbursement for Agreement Expenses of the City. Developer agrees to reimburse the City for actual expenses incurred over and above fees paid by Developer as an applicant incurred by City directly relating to this Agreement, including recording fees and publishing fees. Upon payment of all expenses, the Developer may request written acknowledgement of all fees. Such payment of all fees shall be paid, at the latest, within thirty (30) days from the City's presentation of a written statement of charges to the Developer.

Section 26. Applicable Law and Attorneys' Fees. This Agreement shall be construed and enforced in accordance with the laws of the State of Washington. Venue for any action shall lie in Yakima County Superior Court. If litigation is initiated to enforce the terms of this Agreement, each party shall be responsible for payment of its own attorneys' fees and costs.

Section 27. Third Party Legal Challenge. In the event any legal action or special proceeding is commenced by any person or entity other than a party or a Landowner to challenge this Agreement or any provision herein, the City may elect to tender the defense of such lawsuit or individual claims in the lawsuit to Developer and/or Landowner(s). In such event, Developer and/or such Landowners shall hold the City harmless from and defend the City from all costs and expenses incurred in the defense of such lawsuit or individual claims in the lawsuit, including but not limited to, attorneys' fees and expenses of litigation, and damages awarded to the prevailing party or parties in such litigation. The Developer and/or Landowner shall not settle any lawsuit without the consent of the City. The City shall act in good faith and shall not unreasonably withhold consent to settle.

Section 28. Specific Performance. The parties specifically agree that damages are not an adequate remedy for breach of this Agreement, and that the parties are entitled to compel specific performance of all material terms of this Development Agreement by any party in default hereof.

Section 29. Severability. If any phrase, provision or section of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, or if any provision of this Agreement is rendered invalid or unenforceable according to the terms of any statute of the State of Washington which became effective after the effective date of the ordinance adopting this Development Agreement, and either party in good faith determines that such provision or provisions are material to its entering into this Agreement, that party may elect to terminate this Agreement as to all of its obligations remaining unperformed.

Exhibit A

Parcel A:

Parcel Number: 181330-41001

The North half of the Northeast Quarter of the Northeast Quarter of the Southeast Quarter of Section 30, Township 13 North, Range 18 EWM;

Except the North 8.5 feet for road;

And Except the West 263.7 feet thereof;

And Except the right of way for road along the East line thereof.

Situated in Yakima County, State of Washington.

Commonly known as 8102 W NOB HILL BLVD, Yakima, Washington 98908

Parcel B:

Parcel Number: 181330-41002

The East 64 feet of the following-described property:

That portion of the North half of the Northeast Quarter of the Northeast Quarter of the Southeast Quarter of Section 30, Township 13 North, Range 18 EWM, described as follows:

Beginning at a point 397 feet West of the Northeast corner of said subdivision;

Thence West along the North line thereof 263.7 feet, more or less, to the Northwest corner of said subdivision;

Thence South along the West line of said subdivision 330.4 feet, more or less, to the Southwest corner of said subdivision;

Thence East along the South line 263.7 feet;

Thence North 0°28' East 330.4 feet to the point of beginning.

Situated in Yakima County, State of Washington.

Commonly known as 8104 W NOB HILL BLVD, Yakima, Washington 98908

[end of Exhibit A]

Exhibit B

Development Site Plan is on file with the City of Yakima Planning Department and is referenced and located under Hearing Examiner Decision (CL3 #003-13) as modified by Administrative Modification (MOD #002-15).

[end of Exhibit B]

Exhibit C

Hearing Examiner Decision (CL3 #003-13) as modified by Administrative Modification (MOD #002-15) is on file with the City of Yakima Planning Department and is referenced and located under CL3 #003-13 and MOD #002-15.

[end of Exhibit C]

EXHIBITS D, E, F, G, & H

Exhibit D – YMC Title 12 – Development Standards, Exhibit E – YMC Title 15 – Yakima Urban Area Zoning Ordinance, Exhibit F – YMC Title 14 – Subdivision, Exhibit G – YMC Ch. 10.05 – Fire Code, and Exhibit H – Determination of NonSignificance (DNS) issued on December 30, 2013, are on file with the City of Yakima Planning Department.

[end of Exhibits D – H]

OWNER/DEVELOPER:
STORAGE INVESTMENTS, LLC

By: 
Teresa Donovan, Member

I certify that I know or have satisfactory evidence that TERESA DONOVAN is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as a Member of STORAGE INVESTMENTS, LLC to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

Dated: 09-13-2016



Constance Rymette Bellinger
NOTARY PUBLIC
Residing at: Yakima, WA
My Commission Expires: 03-01-2020

STATE OF WASHINGTON)
) ss.
County of Yakima)

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

OWNER/DEVELOPER:
STORAGE INVESTMENTS, LLC

By 
David Hoeger, Member

I certify that I know or have satisfactory evidence that DAVID HOEGER is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as a Member of STORAGE INVESTMENTS, LLC to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

Dated: 09-13-2016



Consistent with Belvinger
NOTARY PUBLIC
Residing at: Yorkina, VA
My Commission Expires: 03-01-2020

STATE OF WASHINGTON)
) ss.
County of Yakima)

CITY OF YAKIMA:

By: Cliff Moore, City Manager

ATTEST:

By _____
Sonya Claar Tee, City Clerk

STATE OF WASHINGTON)
) ss.
County of Yakima)

I certify that I know or have satisfactory evidence that CLIFF MOORE is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as City Manager for the CITY OF YAKIMA to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

Dated: _____

NOTARY PUBLIC
Residing at: _____
My Commission Expires: _____

STATE OF WASHINGTON)
) ss.
County of Yakima)