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AGREEMENT
PAGES: 77
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Attention: Michael F. Shinn

P O Box 22550

Yakima WA 98907

Recording Fee: 138.00
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Document 1 Title: Yakima Valley Memorial Hospital Master Planned Development Agreement

Reference #'s: n/a

Additional reference #'s on page _____

Grantors:

Grantees:

Yakima Valley Memorial Hospital Association

City of Yakima

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additional grantees on page _____

Document 2 Title: _____

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Grantors:

Grantees:

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

Ptn. SW 1/4 SW 1/4 and SE 1/4 SW 1/4 of S23, T13N, R18 EWM.

Additional legal is on page Attachment "A" of Agreement

Assessor's Property Tax Parcel/Account Number

Listed on Page 1 of Agreement. _____

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**YAKIMA VALLEY MEMORIAL HOSPITAL
MASTER PLANNED DEVELOPMENT
DEVELOPMENT AGREEMENT**

Grantor(s): Yakima Valley Memorial Hospital Association, Michael Balmelli, Thomas McLean and Deborah McLean, and Palmer Wright

Grantee(s): City of Yakima

Abbreviated Legal Descriptions: Lts. 1-22, NEILANS MEMORIAL HEIGHTS, "N"-25; Lts. 7-17, GRANDVIEW SUBURBAN HOMES, "H"-15; Lt. 3, DeFOE QUARTER ACRES, "H"-2; Lts. 11 & 12, GRANDVIEW HALF-ACRE TRACTS, "G"-12; Lts. 2-18, NOB HILL ORCHARD HEIGHTS ADJOINING NORTH YAKIMA, "E"-25; Lts. 1-11, Blk. 3, TIETON TERRACE ADDITION, "G"-34; ptn. SW ¼ SW ¼ and SE ¼ SW ¼ S23, T13N, R18EWM

Complete legal descriptions are on Attachment "A".

Assessor's Tax Parcel ID Nos.: 181323-33004, 33024, 33028, 33413, 33414, 33415, 33416, 33417, 33418, 33426, 33429, 33430, 33432, 33435, 33437, 33438, 33442, 33445, 33446, 33447, 33449, 33450, 33451, 33452, 33453, 33454, 33455, 33456, 33457, 33465, 33473, 33474, 33475, 33477, 33478, 33479, 33480, 33487, 33488, 33489, 33490, 33492, 33508, 33509, 33510, 34032, 34033, 34034, 34035, 34447, 34539 and 181323-33436 (partial).

YAKIMA VALLEY MEMORIAL HOSPITAL
DEVELOPMENT AGREEMENT
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INTRODUCTION

This Development Agreement is entered into by and between the City of Yakima a municipal corporation ("City"), Yakima Valley Memorial Hospital, a Washington nonprofit corporation ("YVMH"), Michael Balmelli, a single man ("Balmelli"), Thomas McLean and Deborah McLean, husband and wife ("McLean"), and Mr. Palmer Wright ("Wright").

RECITALS

A. To strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic risk of development, the legislature of the state of Washington enacted RCW 36.70B.170 through 36.70B.210 ("Development Agreement Statute"), which authorizes the City and YVMH to enter into a Development Agreement regarding the development of property, and to establish development rights with any person having an ownership interest or control of such real property.

B. YVMH was founded in 1950 and serves the health care needs of the greater Yakima area from its main campus at 2811 Tieton Drive in the City of Yakima, as well as from satellite facilities located throughout Yakima County. The main campus consists of 51 parcels of property, approximately 26.4 acres.¹ The parcel numbers and legal descriptions for these parcels are contained in **Attachment "A"** hereto (the "Property"). Currently, there are approximately 500,000 square feet of YVMH facilities at the main campus, including 226 hospital beds, inpatient services for Cancer Care, Heart Care, Critical/Emergency Care, Orthopedics, Surgery, The Family Birthplace, Pediatric Care, Neonatal Intensive Care Unit, and Psychiatric Care. YVMH admits approximately 14,300 patients a year, served by over 320 physicians representing at least 35 specialties, employs over 2,300 workers and has over 460 volunteer workers. On average over 3,100 births occur at YVMH each year, 66,000 visits are made to the Emergency Department, and the Hospital provides over \$9.4 million a year in Charity Care.

C. The Property, which is also depicted on the map appended hereto as **Attachment "B"** extends north along Tieton Drive roughly between South 27th to South 31st Avenues and is bounded on the north, east, and west by private residences, as well as the south, across Tieton Drive. The Property's underlying zoning is Single-Family Residential (R-1), Two-Family Residential (R-2), and Multi-Family Residential (R-3), with an Institutional Overlay designation.

¹ Two of the 51 parcels, accounting for .45 acres are owned privately and YVMH expects to negotiate their acquisition prior to the termination of this Agreement. In addition, it is anticipated that approximately 1,570 square feet of property may be acquired by YVMH from Dr. Palmer Wright as part of a boundary line adjustment.

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D. Since 1950, YVMH has continued to grow by acquiring adjoining properties, adding new services, constructing new facilities, and renovating original facilities to provide increased health care services within the community. However, this growth has not come without effects to the surrounding neighborhood. Therefore, based upon past citizen comments, specifically including the Barge-Chestnut Neighborhood, and a need to provide predictability in the development of its campus YVMH has prepared a 30-year master plan. Following review of YVMH's master plan, it became apparent that a new development review process was needed that would provide large Institutional property owners a process that was designed to facilitate orderly, predictable land use procedures for future development while also providing certainty with regard to application requirements, public process, environmental review, and development standards. As a result, in September, 2008 the City passed and codified legislation, to create an Institutional Overlay. The new legislation, codified in the Yakima Municipal Code Chapter 15.31, requires the applicant enter into a Development Agreement, pursuant to the Development Agreement Statute.

E. On December 4, 2008, and May 27, 2009, YVMH held properly noticed, public meetings to discuss and identify project concerns with regard to its master development plan objectives, pursuant to the new Institutional Overlay legislation, YMC Section 15.31.026.

F. On or about September 8, 2009, YVMH submitted a Planned Development, Institutional Overlay, and Planned Action Environmental Review application (the "Master Development Plan Application") for the Property to the City, in accordance with the Institutional Overlay chapter of the Yakima Municipal Code. On November 9, 2009, the City deemed the Master Development Plan Application complete and ready for processing.

G. The City Planning Division reviewed the Master Development Plan Application under the State Environmental Policy Act ("SEPA") and issued a Determination of Significance and a Scoping Notice on November 10, 2009, SEPA #028-09. Following the mandatory 20-day comment period, the City issued a Final Scoping Decision on December 10, 2009, with regard to the Planned Action DRAFT Environmental Impact Statement ("DEIS"), specifically requiring YVMH to address mitigation measures with regard to traffic, parking, and stormwater management. The Planned Action Preliminary DEIS' was prepared and disseminated to City staff for approval on May 13, 2010, and issued for public review and comment on May 28, 2010. Following the thirty day public comment period on the Planned Action DEIS the Final Environmental Impact Statement (FEIS) was issued on October 1, 2010. There having been no appeal of the FEIS, it is now final.

H. In conjunction with the Master Development Plan, and as part of the implementation of the proposed Plan, YVMH submitted a Right-of-Way Vacation Application, RW #002-10 on

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August 6, 2010 for the vacation of portions of South 29th Avenue and South 30th Avenue. The Hospital's submittal was made pursuant to RCW Chapter 35.79 and the City of Yakima's street vacation policy embodied in Resolution 2007-126.

I. Thereafter, following proper notice and in accordance with the Yakima Municipal Code and state law, public hearing on the Master Development Plan Application and the Right-of-Way Vacation Application took place on October 28, 2010. The Hearing Examiner then made his Recommendation on the Master Development Plan Application, including Right-of-Way Vacation Application to the Yakima City Council on November 12, 2010, which recommended approval of the Institutional Overlay/Master Development Plan and Street Right-of-Way Vacation subject to 28 enumerated conditions, specifically including: (1) the adoption of a Planned Action Ordinance meeting the requirements of WAC 197-11-164, -168, and -172, in substantially the same terms as contained in a draft Planned Action Ordinance made part of the record as Exhibit "A" to the City of Yakima Planning Division's Staff report of October 28, 2010; (2) the adoption of a street right-of-way vacation ordinance containing substantially the same terms as the draft Right-of-Way Vacation Ordinance made part of the record as Exhibit "B" to the City of Yakima Planning Division's Staff Report of October 28, 2010; and (3) the execution of a Development Agreement, in accordance with the provisions of YMC §15.31.025(C) containing substantially the same terms as the draft Development Agreement made part of the record as Exhibit "C" to the City of Yakima Planning Division's Staff report of October 28, 2010.

J. Following proper notice and in accordance with the Yakima Municipal Code and state law, the City Council held a closed record public hearing on the Institutional Overlay/Master Development Plan recommendation of the Hearing Examiner, and an open record public hearing on the Street Right-of-Way Vacation recommendation of the Hearing Examiner on December 7, 2010. The Council approved the recommendations of the Hearing Examiner, following the Hearing(s), and directed City Planning Staff and City legal counsel, to complete the draft Planned Action Ordinance and the Right-of-Way Vacation Ordinance, and to bring the completed Ordinances before the counsel for consideration and adoption at the regular City Council meeting scheduled for January 18, 2011. Open record hearing on the draft Development Agreement was also noticed and brought on for hearing before the City Council on January 18, 2011. And, at the City Council's meeting on January 18, 2011 the City Council adopted the Ordinances appended hereto as **Attachments "P" and "R"**, and approved the execution of this Development Agreement by the City's authorized representatives.

K. This Development Agreement is intended to implement the rights and obligations as set forth in the City's Final Decisions on YVMH's Master Development Plan Application, including the Right-of-Way Vacation Application. The City has determined that this Development

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Agreement is appropriate, and will, among other things, implement the conditions in the Final Decision, eliminate uncertainty over development of the Property, provide for the orderly development of the Property consistent with the City's Institutional Overlay ordinance, mitigate environmental impacts, and otherwise achieve the goals and purposes for which the Development Agreement Statute was enacted.

L. In exchange for the benefits to the City described in the preceding recital, together with other public benefits that will result from the development of the Property, YVMH will receive vested rights to proceed with the Master Development Plan in accordance herewith, and YVMH therefore desires to enter into this Development Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the promises, covenants, and provisions set forth in this Development Agreement (hereinafter the "Agreement"), the parties agree as follows:

1. GENERAL OBLIGATIONS

YVMH shall comply with the terms of this Agreement, and the terms of specific implementing legislation, the Planned Action Ordinance and the Right-of-Way Vacation Ordinance, and the terms of any implementing permit approvals, including without limitation those conditions relating to the provision of traffic, sanitary sewer, water, storm water, and other infrastructure requirements that may be needed for development according to the Master Development Plan. The City shall comply with the terms of this Agreement and shall consider for approval, and cooperate with processing and reviewing, all applications for implementing permit approvals, as provided in this Agreement.

1.1 Public Notice. Yakima Valley Memorial Hospital and the City of Yakima recognize the importance of maintaining a strong working relationship with the residents of the Barge Chestnut Neighborhood and providing appropriate public notice throughout the implementation of the approved Master Development Plan. As a result, the parties agree as follows:

1.1.1 The Barge Chestnut Neighborhood Association and its successor, if any, provided notice of a successor organization(s) has been given to YVMH, shall be designated by YVMH as a Party of Record on any permit, land use approval application(s) subsequently submitted to the City.

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- 1.1.2 All required public notices shall be mailed by the City to parties designated by YVMH as a Party of Record, and to all property owners within 300 feet of the perimeter boundaries of the approved Master Development Plan.
- 1.1.3 Yakima Valley Memorial Hospital shall consult with affected residents and representatives of the Barge Chestnut Neighborhood Association or its successor, if any, provided notice of a successor organization(s) has been given to YVMH, in the preparation of plans to implement each phase of development and project specific applications.
- 1.1.4 YVMH has agreed to separately contract with BCNA (or its successor organization), as well as with Balmelli, McLean, and Wright and their successors as long as they own property included within the YVMH campus, with regard to procedure for any proposed minor modifications for construction that would alter minimum setbacks and/or maximum building heights as approved in the Master Development Plan. The separate contract and evidence of compliance therewith shall also be provided by YVMH to the City, as part of a 'completed' application for minor modification of setbacks or building heights.
- 1.1.5 Upon approval of plans to implement each phase of the approved Master Development Plan or the approval of project specific building permits, the City and YVMH shall provide appropriate public notice which may include press releases, posting on the City or Hospital website, e-mail notices, flyers, and/or direct mailings.
- 1.1.6 YVMH shall establish and maintain a public telephone number and e-mail address that neighboring residents may use to ask questions and/or register concerns about the implementation of the approved Master Development Plan.

2. MASTER DEVELOPMENT PLAN

- 2.1 **Campus Boundaries.** The boundaries of the YVMH campus shall be established as depicted in **Attachment "B"** and shall consist of the parcels listed and described in **Attachment "A"**.
- 2.2 **Site Plan.** All development activities on the YVMH campus shall substantially comply with the approved Site Plan as depicted in **Attachment "E"**.
- 2.3 **Development Activities.** At the time of execution of this Agreement the YVMH campus consists of fifteen buildings including the main YVMH facility, neighboring

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medical office and support buildings and corresponding off-street parking facilities. In addition, YVMH owns five buildings on the campus that have been vacated or are being used on an interim basis, pending removal. It is anticipated that YVMH will also acquire two privately owned residential properties located within the proposed boundaries of the YVMH campus,² and that the Hospital will complete a boundary line adjustment to merge an approximately 58' X 27' section of another private residential property with Hospital property, which section is also located within the proposed YVMH campus³ during the term of this Agreement. See, **Attachment "B"**.

2.3.1 The location of the existing buildings on the YVMH campus is depicted on **Attachment "F"**.

2.3.2 The following buildings may be removed or demolished in conjunction with the proposed development activities:

- a. Vacant church;
- b. Four residential structures currently owned by YVMH;
- c. Two additional residential structures if acquired by YVMH;
- d. Early Learning Center;
- e. Grounds maintenance building;
- f. Tieton House;
- g. Memorial House;
- h. Rimrock House; and
- i. Chinook House.

2.3.3 At full build-out the YVMH campus may consist of twelve structures including additions to the main hospital building, new and expanded medical buildings, support buildings, and associated off-street parking and covered parking structures.

2.3.4 The approximate location of the proposed new buildings and additions are depicted on **Attachment "G"**.

² These two properties are Yakima County Assessor's Tax Parcel Nos. 181323-33455, 181323-33456 owned by Michael Balmelli, and Thomas and Deborah McLean, respectively.

³ This section of property is currently part of Yakima County Assessor's Tax parcel No. 181323-33436, owned by Dr. Palmer Wright.

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2.3.4.1 The location of the Early Childhood Learning Center may need to be adjusted slightly if a boundary line adjustment, as depicted on **Attachment "B"** is not executed.

2.3.4.2 The location of Parking Garage 4a may need to be adjusted if the two parcels, depicted in **Attachment "B"**, are not acquired by YVMH.

2.3.5 At build-out the YVMH campus may consist of the following buildings with the following approximate square footages:

- a. Hospital Building, 775,528 square feet;
- b. West Pavilion I, 72,555 square feet;
- c. West Pavilion II, 50,000 square feet;
- d. Early Learning Center, 12,000 square feet;
- e. North Pavilion I, 100,000 square feet;
- f. East Pavilion I, 50,000 square feet;
- g. Rainier House (Human Resources), 2,039 square feet;
- h. Parking Garage 1 (PG-1), 283,745 square feet;
- i. Parking Garage 2 (PG-2), 99,248 square feet;
- j. Parking Garage 3 (PG-3), 88,274 square feet;
- k. Parking Garage 4a (PG-4a), 283,230 square feet;
- l. Parking Garage 4b (PG-4b), 282,230 square feet.

2.4 **Bicycle and Pedestrian Improvements.** Bicycle and Pedestrian access shall be provided in accordance with the conceptual plans in **Attachment "H"**.

2.5 **Street Vacations/Licenses.** It is the intent of the parties that portions of South 29th and South 30th Avenues will be vacated as depicted in **Attachment "Q"** and in accordance with the Right-of-Way Vacation Ordinance included as **Attachment "R"**.

2.6 **SEPA Compliance.** A Planned Action EIS has been prepared for the Master Development Plan and no further environmental review shall be required for actions associated with the implementation of the Master Development Plan unless required in accordance with this Agreement.

2.6.1 **Planned Action EIS.** YVMH shall comply with the terms of the mitigating measures approved by the City Council through the Planned Action Ordinance, **Attachment "P"** hereto. In the event that any portion of the overall development occurs in an order different from its identified phase, as

specified in the Planned Action EIS, all identified mitigation for such development, identified in Table 1, **Attachment "T"**, and shall be completed prior to implementation.

3. DEVELOPMENT STANDARDS

Implementation of the approved Master Development Plan shall be in accordance with the provisions and standards of the Yakima Municipal Code in effect at the time that applications are submitted and deemed to be complete, except as provided in this Agreement.

3.1 Building Heights. Although specific building heights will not be established until building permit applications are submitted, the following heights have been set as not-to-exceed levels for each new building and addition:

- a. Energy Plant and Loading Dock: Not to exceed 60 feet;
- b. East Addition – Hospital Building: Not to exceed 75 feet;
- c. Early Learning Center: Not to exceed 20 feet;
- d. West Pavilion I Addition: Not to exceed 30 feet;
- e. West Addition – Hospital Building: Not to exceed 75 feet;
- f. East Pavilion Addition: Not to exceed 30 feet;
- g. South Addition – Hospital Building: Not to exceed 75 feet;
- h. North Pavilion Addition: Not to exceed 60 feet;
- i. Parking Garage 1: Not to exceed 36 feet;
- j. Parking Garage 2: Not to exceed 24 feet;
- k. Parking Garage 3: Not to exceed 24 feet;
- l. Parking Garage 4a: Not to exceed 36 feet;
- m. Parking Garage 4b: Not to exceed 36 feet.

3.2 Building Setbacks. All buildings shall be set back from exterior property lines as depicted in **Attachment "J"**, as minimum distances: i.e., Tieton Drive (18 to 41 feet); South 31st Avenue (21 to 104 feet); north property line between South 31st and South 28th Avenues (125 to 133 feet); east property line between South 29th and South 28th Avenues (30 feet); north property line between South 28th and South 27th Avenues (40 to 42 feet); and South 27th Avenue (58 to 103 feet).

3.2.1 Zero lot line setbacks shall be allowed from all interior lot lines and insofar as zero lot line construction occurs within the YVMH campus it shall be exempted from building code or other restrictions applicable to lot lines.

3.3 Gross Floor Area. Although specific floor area measurements will not be established until building permit applications are submitted, the following gross floor area measurements have been set as not-to-exceed levels for buildings at full buildout:

- a. Main Hospital Building Addition: Not to exceed 775,528 square feet;
- b. West Pavilion I: Not to exceed 72,555 square feet;
- c. West Pavilion II: Not to exceed 50,000 square feet;
- d. Early Learning Center: Not to exceed 12,000 square feet;
- e. North Pavilion I: Not to exceed 100,000 square feet;
- f. East Pavilion I: Not to exceed 50,000 square feet;
- g. Rainier House, Human Resources: Not to exceed 2,039 square feet;
- h. Parking Garage 1, PG-1: Not to exceed 283,745 square feet;
- i. Parking Garage 2, PG-2: Not to exceed 99,248 square feet;
- j. Parking Garage 3, PG-3: Not to exceed 88,274 square feet;
- k. Parking Garage 4a, PG-4a: Not to exceed 283,230 square feet;
- l. Parking Garage 4b, PG-4b: Not to exceed 282,230 square feet.

3.4 Landscaping. Landscaping shall be provided in accordance with the approved landscaping plan described and depicted in **Attachment "K"**. Except as otherwise provided therein, site buffering and screening will adhere to Standard C as described in the provisions of Section 15.07.040 of the UAZO included as **Attachment "L"**.

3.4.1 Fencing surrounding the campus shall be designed to match the existing wrought iron fencing and as a result will not be made of view-obscuring materials as required in the YMC.

3.4.2 In the event of a conflict between the provisions of the approved landscaping plan and the provisions of the YMC, the landscaping plan shall prevail.

3.5 Lot Coverage. Impervious surfaces shall not exceed 80% of the YVMH campus.

3.6 Trip Generation Standards. In the event that revisions to the phasing plan implementing this Master Development Plan are required it may be necessary to revise the plans for implementing the required traffic mitigation measures. If so, the following standards will be used to determine the number of trips that will be generated and whether the plans for completing the required traffic mitigation needs to be adjusted:

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- 3.6.1 Hospital, 1.14 trips per 1,000 sq. ft. during the weekday, p.m. peak hour;
- 3.6.2 Medical Office Building, 3.46 trips per 1,000 sq. ft. during the weekday, p.m. peak hour; and
- 3.6.3 Early Learning Center, 4.79 trips per employee.

3.7 **Parking Standards.** In the event that revisions to the phasing plan implementing this Master Development Plan are required it may be necessary to revise the plans for the required parking mitigation measures. If so, the following standards will be used to determine the number of trips that will be generated and whether the plans for completing the parking mitigation needs to be adjusted:

- 3.7.1 Hospital, 4.72 spaces per bed;
- 3.7.2 Medical office building, 3.53 spaces per 1,000 square feet; and
- 3.7.3 Early Learning Center, 3.16 spaces per 1,000 square feet as a stand alone facility.

These standards are derived from the Institute of Transportation Engineers (ITE) Parking Generation Manual (3rd Edition).

3.8 **Lighting.** New lighting shall be shielded and downward-facing in accordance with “Dark Sky” principles that promote safety while minimizing the potential adverse impacts on neighboring properties. Prior to construction of each phase, YVMH shall provide the City with a lighting plan which complies with the “Dark Sky” principles.

4. PHASED IMPLEMENTATION, MITIGATION MEASURES, AND CONDITIONS OF APPROVAL

4.1 **Phasing Plan.** In general terms, it is anticipated that the approved development activities will be constructed in five phases over a thirty year period as described and depicted in **Attachment “M”**. The actual implementation will be based on market demand, the availability of financing, and the conditions of the Planned Action EIS. In the event that some portion of the overall development occurs in a different order than is specified in the Planned Action EIS, all identified mitigation required for said

development, identified in **Attachment “T”** hereto, shall be completed prior to that development’s implementation.

- 4.2 Pre-Application Conditions.** Prior to initiating any construction activities associated with a proposed phase of development, YVMH shall provide the City with a Letter of Intent confirming the construction activities to be initiated during the phase of development in accordance with the provisions of the attached Phasing Plan, **Attachment “M”**.

4.2.1 Letter of Intent. The Letter of Intent shall include, a brief description of:

- a. The construction activities to be initiated during the phase of development and anticipated timelines;
- b. Any activities that vary from the provisions of the approved Phasing Plan;
- c. A description of required mitigation measures, any proposed adjustments, the proposed timing of required mitigation payments in a mutually satisfactory manner, and the proposed timing for completion;
- d. Buildings targeted for removal;
- e. Anticipated landscape improvements;
- f. Anticipated pedestrian and bicycle access plans;
- g. Anticipated improvements to utilities;
- h. Anticipated stormwater improvements; and
- i. Construction management and access plans;
- j. Lighting plan compliant with “Dark Sky” principles.

- 4.2.2** Either party may request a pre-application meeting with the City’s Development Services Team or comparable entity to review the Letter of Intent.

4.2.3 It is recognized by the parties that the required pro rata contributions toward intersection improvements must be coordinated so that the City is able to design and construct the improvements in a timely manner without receiving the funds too far in advance to be used, but in time to mitigate the impact requiring such improvements. Therefore, upon review of each Letter of Intent the City shall issue to YVMH a written authorization to proceed confirming the authorized construction project, identifying any special documentation that may be required with each building permit application, and confirming the schedule for construction of required mitigation measures and the timing of required pro rata mitigation payments.

4.3 **Project Specific Conditions.** Prior to initiating any project specific construction activities that requires City permits or approvals, YVMH shall submit for City review and approval:

4.3.1 Complete building permit applications, if required, and all associated permits that may be required, including but not limited to demolition permits, clearing and grading permits, and right-of-way use permits;

4.3.2 Required geotechnical reports and related technical studies;

4.3.3 Stormwater design plans prepared in accordance with the provisions of the Eastern Washington Storm Water Design Manual as adopted by the City of Yakima;

4.3.4 Detailed utility plans prepared in accordance with City standards;

4.3.5 Detailed Parking Plan. YVMH shall submit with each building permit application a parking plan substantially in accordance with the Parking Plan described and depicted in **Attachment "N"** and Tables 5 & 6 of the FEIS.

4.3.6 Detailed landscaping plans;

4.3.7 Construction Management Plan. With each building permit application, YVMH shall submit for City review and approval a Construction Management Plan that will identify parking areas for construction workers and construction related vehicles as well as staging areas for the delivery, storage, processing, and/or assembly of construction materials; plans to

provide emergency vehicle access, and plans to control dust in accordance with City Standards; and

4.3.8 Plans to provide required traffic mitigation and/or the payment of the required pro rata contributions.

4.3.9 Temporary erosion control plans prepared in accordance with City standards.

4.4 **Phase 1 Mitigation Measures and Conditions of Approval.** During Phase 1 YVMH shall implement the following mitigation measures and conditions of approval, in accordance with the provisions of **Attachment "P"**.

4.4.1 **South 28th Avenue Traffic Diverter.** YVMH shall design and construct, subject to City review and approval, a traffic diverter, in accordance with the conceptual design depicted in **Attachment "Q"**. The timing for the construction of this improvement shall be coordinated between the City and YVMH. In the absence of a more specific agreement, this improvement shall be installed before South 30th Avenue is closed and any Phase 2 improvements initiated.

4.4.2 **South 29th Avenue Vacation.** YVMH shall vacate South 29th Avenue in accordance with the terms and conditions of the street vacation ordinance approved by the Yakima City Council and included in this Agreement as **Attachment "R"**. South 29th Avenue will then be closed to vehicular traffic in accordance with the conceptual design depicted in **Attachment "Q"**.

4.4.3 **South 30th Avenue Vacation.** YVMH shall vacate South 30th Avenue in accordance with the terms and conditions of the street vacation ordinance approved by the Yakima City Council and included in this Agreement as **Attachment "R"**. South 30th Avenue will then be closed to vehicular traffic in accordance with the conceptual design depicted in **Attachment "Q"**.

4.4.4 **On-site Parking Improvements.** Prior to the completion of Phase 1, YVMH shall design and construct subject to City approval parking facilities adding 230 surface parking spaces for a total of 1,650 parking spaces, as depicted in **Attachment "N"**.

- 4.5 **Phase 2 Mitigation Measures.** During Phase 2 YVMH shall implement the following mitigation measures, in accordance with the provisions of **Attachment "p"**.

4.5.1 **South 28th Avenue/Tieton Drive Intersection Improvements.**

- a. **Description of Improvement:** YVMH shall install a traffic signal at the South 28th Avenue/Tieton Drive intersection. In addition, YVMH shall widen the southbound approach of the intersection to include dual left-turn lanes and a right-turn lane.
- b. **Timing:** These improvements must be completed prior to issuance of the first certificate of occupancy for any improvement that creates a net increase in trips.
- c. **YVMH Contribution:** YVMH, at its expense, shall design and construct this street and signal improvement. To the extent legally permitted, the City will assist in procuring the necessary rights-of-way on properties not owned by YVMH, provided that the cost of the acquisition shall be paid by YVMH. The City shall also assist in the relocation of utilities needed to make said improvements, as necessary.
- d. **Special Conditions:** YVMH may elect to install this improvement in conjunction with the improvements required at this intersection in Phase 1. YVMH may elect to contract with the City to design and construct this improvement.

4.5.2 **South 16th Avenue/Nob Hill Boulevard Intersection Improvements.**

- a. **Description of Improvement:** The YVMH pro rata contribution shall be limited to the cost of the construction of an additional left-turn lane on the northbound approach and an additional left-turn lane on the eastbound approach of the intersection to enable dual left-turn lanes on both approaches.
- b. **YVMH Contribution:** YVMH shall contribute up to 1.8% of the cost of the described improvements or a maximum of \$36,000. The actual pro rata contribution to be paid by YVMH, not to exceed the amount identified above, shall be determined at the time the payment is due based upon

roadway costs, right-of-way acquisition costs, engineering costs, and other costs directly related to construction of the described improvement. See **Attachment "O"** for Traffic Mitigation Pro Rata Share Cost Estimate.

- c. **Timing:** YVMH shall make payment to the City prior to the issuance of the first building permit for any improvement that creates a net increase in trips in Phase 2 unless a later date is approved by the City through the process of reviewing the Letter of Intent and the issuance of a Letter of Authorization to proceed with Phase 2 activities.
- d. **Special Conditions:** If these improvements are deemed unfeasible or unwarranted by the City of Yakima, the pro rata contribution made by YVMH shall still be calculated based on the provision of the second eastbound and northbound left-turn lanes. The pro rata fee associated with the contribution may be used by the City toward improvements made at this intersection or any of the intersections identified in Section 4.5 of this Agreement.

4.5.3 On-site Parking Improvements. Prior to the issuance of the certificate of occupancy for the first development activity that creates a net increase in trips, YVMH shall design and construct, subject to City approval parking facilities resulting in the replacement of 493 surface parking spaces and the addition of 1,131 covered parking spaces for a net increase of 638 and a total of 2,288 parking spaces as depicted in **Attachment "N"**.

4.6 Phase 3 Mitigation Measures. During Phase 3 YVMH shall implement the following mitigation measures, in accordance with the provisions of **Attachment "P"**.

4.6.1 North 40th Avenue/Summitview Avenue Intersection Improvements.

- a. **Description of Improvement:** The YVMH pro rata contribution shall be limited to the cost of the construction of a second left-turn lane on the eastbound approach of Summitview Avenue or the construction of a third through lane on N 40th a minimum of 300 feet north and south of the intersection.
- b. **YVMH Contribution:** YVMH shall contribute up to 2.4% of the cost of the described improvements or a maximum of \$50,400. The actual pro rata

contribution to be paid by YVMH, not to exceed the amount identified above, shall be determined at the time the payment is due based upon roadway costs, right-of-way acquisition costs, engineering costs, and other costs directly related to construction of the described improvement. See **Attachment "O"** for cost estimates.

- c. **Timing:** YVMH shall make payment to the City prior to the issuance of the first building permit for any improvement that creates a net increase in trips in Phase 3, unless a later date is approved by the City through the process of reviewing the Letter of Intent and the issuance of a Letter of Authorization to proceed with Phase 3 activities.
- d. **Special Conditions:** If these improvements are deemed unfeasible or unwarranted by the City of Yakima, the pro rata contribution made by YVMH shall still be calculated based on the provision of the second eastbound left-turn lanes or the third through lane on N 40th Avenue. The pro rata fee associated with the contribution may be used by the City toward improvements made at this intersection or any of the intersections identified in Section 4.6 of this agreement.

4.6.2 North 24th Avenue/Summitview Improvements.

- a. **Description of Improvement:** The YVMH pro rata contribution shall be limited to the cost of installation of a traffic signal at the intersection when warranted in accordance with the standards set forth in the Manual on Uniform Traffic Control Devices (MUTCD).
- b. **YVMH Contribution:** YVMH shall contribute up to 4.0% of the cost of the described improvements or a maximum of \$14,000. The actual pro rata contribution to be paid by YVMH, not to exceed the amount identified above, shall be determined at the time the payment is due based upon roadway costs, right-of-way acquisition costs, engineering costs, and other costs directly related to construction of the described improvements. See **Attachment "O"** for cost estimates.
- c. **Timing:** YVMH shall make payment to the City prior to the issuance of the first building permit for any improvement that creates a net increase in trips in Phase 3, unless a later date is approved by the City through the

process of reviewing the Letter of Intent and the issuance of a Letter of Authorization to proceed with Phase 3 activities.

- d. **Special Conditions:** If these improvements are deemed unfeasible or unwarranted by the City of Yakima, the pro rata contribution made by YVMH shall still be calculated based on the installation of a traffic signal at this intersection. The pro rata fee associated with the contribution may be used by the City toward improvements made at this intersection or any of the intersections identified in Section 4.6 of this agreement.

4.6.3 South 24th Avenue/Tieton Drive Intersection Improvements.

- a. **Description of Improvement:** The YVMH pro rata contribution shall be limited to the cost of installation of a traffic signal at the intersection when warranted in accordance with the standards set forth in the Manual on Uniform Traffic Control Devices (MUTCD).
- b. **YVMH Contribution:** YVMH shall contribute up to 19.4% of the cost of the described improvements or a maximum of \$77,600. The actual pro rata contribution to be paid by YVMH, not to exceed the amount identified above, shall be determined at the time the payment is due based upon roadway costs, right-of-way acquisition costs, engineering costs, and other costs directly related to construction of the described improvement. See **Attachment "O"** for cost estimates.
- c. **Timing:** YVMH shall make payment to the City prior to the issuance of the first building permit for any improvement that creates a net increase in trips in Phase 3, unless a later date is approved by the City through the process of reviewing the Letter of Intent and the issuance of a Letter of Authorization to proceed with Phase 3 activities.
- d. **Special Conditions:** If these improvements are deemed unfeasible or unwarranted by the City of Yakima, the pro rata contribution made by YVMH shall still be calculated based on the installation of a traffic signal at this intersection. The fee associated with the contribution may be used by the City toward improvements made at this intersection or any of the intersections identified in Section 4.6 of this agreement.

4.6.4 On-site Parking Improvements. Prior to the issuance of the certificate of occupancy for the first development activity in this phase that creates a net increase in trips, YVMH shall design and construct, subject to City approval, parking facilities resulting in the replacement of 138 surface parking spaces and the addition of 275 covered parking spaces for a net increase of 137 and a total of 2,425 parking spaces as depicted in **Attachment “N”**.

4.7 Phase 4 and 5 Mitigating Measures. During Phases 4 and 5 YVMH shall implement the following mitigation measures, in accordance with the provisions of **Attachment “P”**.

4.7.1 South 30th Avenue/Tieton Drive Intersection Improvements.

- a. **Description of Improvement:** YVMH shall install a traffic signal at the South 30th Avenue/Tieton Drive intersection or make such improvements as may be required by the City to mitigate impacts at this intersection.
- b. **Timing:** These improvements must be completed when a traffic signal is warranted according to the standards set forth in the Manual on Uniform Traffic Control Devices (MUTCD). It is anticipated that these warrants will be met in Phase 4 or 5.
- c. **YVMH Contribution:** YVMH, at its expense, shall design and construct this street and signal improvement. To the extent legally permitted the City will assist in procuring the necessary rights-of-way on properties not owned by YVMH, provided that the cost of the acquisition shall be paid by YVMH. The City shall also assist in the relocation of utilities needed to make said improvements, as necessary.
- d. **Special Conditions:** YVMH may elect to contract with the City to design and construct this improvement.

4.7.2 North 16th Avenue/Summitview Avenue Intersection:

- a. **Description of Improvement:** The YVMH pro rata contribution shall be limited to the cost of installation a westbound right-turn lane on Summitview Avenue at the intersection.

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- b. **YVMH Contribution:** YVMH shall contribute up to 4.0% of the cost of the described improvements or a maximum of \$10,000.00. The actual pro rata contribution to be paid by YVMH, not to exceed the amount identified above, shall be determined at the time the payment is due based upon roadway costs, right-of-way acquisition costs, engineering costs, and other costs directly related to the described improvement. See **Attachment "O"** for cost estimates.
- c. **Timing:** YVMH shall make payment to the City prior to the issuance of the first building permit for any improvement that creates a net increase in trips in Phase 4 or 5, as appropriate, unless a later date is approved by the City through the process of reviewing the Letter of Intent and the issuance of a Letter of Authorization to proceed with Phase 4 or 5 activities.
- d. **Special Conditions:** If these improvements are deemed unfeasible or unwarranted by the City of Yakima, the pro rata contribution made by YVMH shall still be calculated based on the installation of a westbound right-turn lane at this intersection. The fee associated with the contribution may be used by the City toward improvements made at this intersection or any of the intersections identified in Section 4.7 of this agreement.

4.7.3 South 40th Avenue/ Nob Hill Boulevard Intersection:

- a. **Description of Improvement:** The YVMH pro rata contribution shall be limited to the cost of the installation of a westbound right-turn lane on Nob Hill Boulevard at the intersection.
- b. **YVMH Contribution:** YVMH shall contribute up to 1.1% of the cost of the described improvements or a maximum of \$2,750.00. The actual pro rata contribution to be paid by YVMH, not to exceed the amount identified above, shall be determined at the time the payment is due based upon roadway costs, right-of-way acquisition costs, engineering costs, and other costs directly related to construction of the described improvement. See **Attachment "O"** for cost estimates.
- c. **Timing:** YVMH shall make payment to the City prior to the issuance of the first building permit for any improvement that creates a net increase in trips in Phase 4 or 5, as appropriate, unless a later date is approved by the

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City through the process of reviewing the Letter of Intent and the issuance of a Letter of Authorization to proceed with Phase 4 or 5 activities.

- d. **Special Conditions:** If these improvements are deemed unfeasible or unwarranted by the City of Yakima, the pro rata contribution made by YVMH shall still be calculated based on the installation of a westbound right-turn lane at this intersection. The fee associated with the contribution may be used by the City toward improvements made at this intersection or any of the intersections identified in Section 4.7 of this agreement.

4.7.4 South 16th Avenue/Tieton Drive Intersection:

- a. **Description of Improvement:** The YVMH pro rata contribution shall be limited to the cost of the installation of a second left-turn lane on the eastbound approach on Tieton Drive at the intersection.
- b. **YVMH Contribution:** YVMH shall contribute up to 9.5% of the cost of the described improvements or a maximum of \$142,500.00. The actual pro rata contribution to be paid by YVMH, not to exceed the amount identified above, shall be determined at the time the payment is due based upon roadway costs, right-of-way acquisition costs, engineering costs, and other costs directly related to construction of the described improvement. See **Attachment "O"** cost estimates.
- c. **Timing:** YVMH shall make payment to the City prior to the issuance of the first building permit for any improvement that creates a net increase in trips in Phase 4 or 5, as appropriate, unless a later date is approved by the City through the process of reviewing the Letter of Intent and the issuance of a Letter of Authorization to proceed with Phase 4 or 5 activities.
- d. **Special Conditions:** If these improvements are deemed unfeasible or unwarranted by the City of Yakima, the pro rata contribution made by YVMH shall still be calculated based on the installation of a second left-turn lane on the eastbound approach at this intersection. The fee associated with the contribution may be used by the City toward improvements made at this intersection or any of the intersections identified in Section 4.7 of this agreement.

4.7.5 On-site Parking Improvements. Prior to the issuance of the certificate of occupancy for the first development activity that creates a net increase in trips in these phases, YVMH shall design and construct, subject to City approval parking facilities resulting in the potential replacement of 676 surface parking spaces and up to 2,400 covered parking spaces for a net increase of 1,724 and a total of 4,419 parking spaces as depicted in **Attachment "N"**.

5. TERM; VESTING

- 5.1 Term.** This Agreement shall be in effect for a period of forty (40) years from its Effective Date. Any extension of the Agreement shall require an amendment of this Agreement by YVMH, Balmelli, McLean, and Wright, or their successors in interest, and the City Council. Upon the expiration of this Agreement, the Property shall be subject to the then applicable provisions of the Yakima Municipal Code, provided that this provision shall not deprive any rights of YVMH, Balmelli, McLean, Wright, or their successors, under the Yakima Municipal Code or other statute or case law, with respect to vesting or nonconforming uses.
- 5.2 Vesting.** Except as provided in Section 5.3, YVMH is vested to the Property Development Standards as established by this Agreement, either initially or through amendment, during the term of this Agreement ("Buildout Period"). All Implementing Permit Approvals (defined in Section 6.1) shall be governed by these vested Development Standards. During the Buildout Period, the City shall not modify or impose new or additional Development Standards on those subjects covered in Section 3, or for subjects covered by subsequent amendments to this Agreement, except as provided in Section 5.3. Further, for subjects not covered by the Development Standards adopted in Section 3, or subsequently adopted Development Standards, the Yakima Municipal Code ("YMC") provisions on the effective date of this Agreement shall apply to the Project, and no changes to nor new provisions of the YMC after the effective date of this Agreement shall apply to the Project, except as provided in Section 5.3.
- 5.3 City's Reserved Authority.** In accordance with RCW 36.70B.170(4), the City reserves the authority to impose new or different regulations to the extent required to prevent a serious threat to public health and safety.

6. GENERAL PROVISIONS

6.1 Definitions.

6.1.1 "Development Regulations" are the controls placed on development or land use activities by the City, including, but not limited to, zoning ordinances, critical areas ordinances, shoreline master programs, official controls, planned unit development ordinances, subdivision ordinances, and binding site plan ordinances together with any amendments thereto.

6.1.2 "Implementing Permit Approvals" are the applications for land use approvals and permits in addition to the Development Agreement and necessary or desirable for the development of the Property. The Implementing Permit Approvals may include without limitation the following: amendments of the Development Agreement, improvement agreements and other agreements relating to the Project, building permits, lot line adjustments, sewer and water connection permits, certificates of occupancy, developer extension agreements, landscaping plan approvals, clearing and grading permits, storm drainage construction plans and design of individual facilities, other studies, programs and plans required under this Agreement, right-of-way permits, and any amendments to, or repealing of, any of the foregoing.

6.2 Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Washington.

6.3 Amendment; Modifications. Any amendment to this Agreement must be approved by: (a) the City; (b) YVMH and any owner of any portion of the Property. Notwithstanding the foregoing, the Director of Community and Economic Development ("Director") may administratively approve minor modifications, as determined by the Director, to Development Standards. The following review procedures shall apply to project actions.

6.3.1 Projects or actions consistent with the approved Master Development Plan shall be subject to a Type 1 Administrative Review. This includes, but is not limited to:

- a. Adjustments to the location of buildings consistent with exterior setbacks and the provisions of the approved Master Development Plan;

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- b. Adjustments to the height of buildings consistent with exterior setbacks and the provisions of the approved Master Development Plan;
 - c. Adjustments to the proposed square footage of buildings that do not require additional traffic mitigation;
 - d. Changes to the Phasing Plan consistent with approved Mitigation Plans and the approved Master Development Plan;
 - e. Detailed building plans consistent with the approved Master Development Plan;
 - f. Detailed landscaping plans prepared in consultation with the Barge Chestnut Neighborhood Association consistent with the approved Master Development Plan;
 - g. Detailed utility plans consistent with the approved Master Development Plan; and
 - h. The consolidation of lots or lot line adjustments.
- 6.3.2** Projects or actions that do not substantially differ from the approved Master Development Plan, as determined by the Director, shall be considered Minor Amendments and will be subject to a Type 2 Administrative Review. Minor amendments shall include:
- a. Adjustments to the location of buildings which require modifications to approved exterior setbacks;
 - b. Minor modifications to the height of buildings greater than the approved not to exceed levels;
 - c. Revisions to the Phasing Plan that require minor modifications to approved Mitigation Plans;
 - d. New structures or additions to existing structures that do not extend construction beyond approved exterior setbacks, or make construction higher in elevation than is approved under the Master Development Plan;

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- e. The addition of more parking spaces for projects contemplated by the Master Development Plan, provided the additional parking spaces do not extend beyond approved exterior setbacks;
 - f. A waiver of a development standard or Master Development Plan condition where the proposal does not go beyond the minimum necessary to afford relief, and the change will not be materially detrimental to the public or injurious to property or improvements in the vicinity of the institution.
- 6.3.3 Projects or actions not contemplated in the approved Master Development Plan may be considered Major Amendments and subject to a Type 3 review. Major amendments may include:
- a. Modifications to the proposed square footage of buildings that require additional traffic mitigation;
 - b. New structures, or additions to an existing structure, or additional parking spaces, that do not meet criteria of Type (2) review above;
 - c. Any expansion of the boundaries established by the approved Master Development Plan;
 - d. All other changes to the approved Master Development Plan which, in the opinion of the Administrative Official represent a substantial change to the design, impacts, character or functional nature of the project.

6.4 Binding on Successors; Assignment; Enforcement.

- 6.4.1 **Binding Agreement.** This Agreement shall be binding upon and inure to the benefit of the parties, their successors and assigns.
- 6.4.2 **Assignment.** YVMH shall have the right to assign or transfer all or any portion of the respective interests, rights or obligations under this Agreement or in the Property to other parties acquiring an interest or estate in all or any portion of the Property, including transfer of all interests through foreclosure (judicial or nonjudicial) or by deed in lieu of foreclosure. Consent by the City shall not be required for any transfer of rights pursuant to this Agreement. Upon the transfer under this section, the transferee shall be entitled to all

interests and rights and be subject to all obligations under this Agreement as to the property transferred, and YVMH shall be released of liability as to the property transferred.

- 6.4.3 Enforcement of Agreement.** The City and YVMH, as well as Balmelli, McLean, and Wright, so long as they own any portion of the Property within the boundaries of the approved master development Plan, may enforce the terms and conditions of this Agreement.
- 6.5 Recording.** Pursuant to RCW 36.70B.190, this Agreement shall be recorded with the Yakima County Auditor and during the term of this Agreement shall be binding on the parties, their successors and assigns.
- 6.6 Interpretation.** The parties intend this Agreement to be interpreted to the full extent authorized by law as an exercise of the City's authority to enter into such agreements, and this Agreement shall be construed to reserve to Yakima only that police power authority which is prohibited by law from being subject to a mutual agreement with consideration.
- 6.7 Severability.** If any provisions of this Agreement are determined to be unenforceable or invalid by a court of law, then this Agreement shall thereafter be modified to implement the intent of the parties to the maximum extent allowable under law. If a court finds unenforceable or invalid any portion of this Agreement, the parties agree to seek diligently to modify the Agreement consistent with the court decision, and no party shall undertake any actions inconsistent with the intent of this Agreement until the modification to this Agreement has been completed. If the parties do not mutually agree to modifications within forty-five (45) days after the court ruling, then either party may initiate the dispute resolution proceedings in Section 6.13 for determination of the modifications which implement the intent of this Agreement and the court decision.
- 6.8 Authority.** The City and YVMH each represent and warrant it has the respective power and authority, and is duly authorized to execute, deliver and perform its obligations under this Agreement.
- 6.9 Attachments.** Attachments "A" through "R" are incorporated in the Agreement by this reference as if fully set forth.

- 6.10 Headings.** The headings in this Agreement are inserted for reference only and shall not be construed to expand, limit or otherwise modify the terms and conditions of this Agreement.
- 6.11 Time Is of the Essence.** Time is of the essence of this Agreement and every provision hereof. Unless otherwise set forth in this Agreement, the reference to "days" shall mean calendar days. If any time for action occurs on a weekend or legal holiday, then the time period shall be extended automatically to the next business day.
- 6.12 Integration.** This Agreement and the Exhibits attached hereto, which are incorporated herein by reference, represent the entire agreement of the parties. There are no other agreements, oral or written, except as expressly set forth in this Agreement.
- 6.13 Disputes; Default and Remedies.**
- 6.13.1 Dispute Resolution.** In the event of any dispute relating to this Agreement, all parties upon the request of any other party shall meet within seven (7) days of the request to seek in good faith to resolve the dispute. The City shall send the appropriate department director and persons with information relating to the dispute, and YVMH shall send an owner's representative and any consultant or other person with technical information or expertise related to the dispute.
- 6.13.2 Mediation.** It is the intent of the parties to resolve disagreements in a timely manner without litigation, if possible. In the event the parties fail or are unable to reach agreement on a disputed issue, they may select an independent third party to serve as a mediator.
- 6.13.3 Default and Remedies.** No party shall be in default under this Agreement unless it has failed to perform under this Agreement for a period of thirty (30) days after receiving written notice of default from any other party. Each notice of default shall specify the nature of the alleged default and the manner in which the default may be cured satisfactorily. If the nature of the alleged default is such that it cannot be reasonably cured within the thirty (30) day period, then commencement of the cure within such time period and the diligent prosecution to completion of the cure shall be deemed a cure. Any party not in default under this Agreement shall have all rights and remedies provided by law including without limitation injunctive relief, damages,

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Development Agreement*

specific performance or writs to compel performance or require action consistent with this Agreement.

6.13.4 Jurisdiction and Venue. This Agreement shall be construed in accordance with the laws of the State of Washington, and venue shall lie in Yakima County Superior Court.

6.14 No Third Party Beneficiary. This Agreement is made and entered into for the sole protection and benefit of the parties, their successors and assigns. No other person shall have any right of action based upon any provision of this Agreement.

6.15 Interpretation. This Agreement has been reviewed and revised by legal counsel for all parties and no presumption or rule that ambiguity shall be construed against the party drafting the document shall apply to the interpretation or enforcement of this Agreement.

6.16 Notice. All communications, notices and demands of any kind which a party under this Agreement requires or desires to give to any other party shall be in writing and either (i) delivered personally, (ii) sent by facsimile transmission with an additional copy mailed first class, or (iii) deposited in the U.S. mail, certified mail postage prepaid, return receipt requested, and addressed as follows:

If to YVMH:

2811 Tieton Drive

Yakima, WA 98902

Attn: Jim Aberle

Telephone: (509) 575-8681

Facsimile: (509) 574-5800

With a copy to:

Velikanje Halverson, P.C.

Michael F. Shinn

P.O. Box 22550

405 E. Lincoln Avenue

Yakima, WA 98907

Telephone: 509 248-6030

Facsimile: 509 453-6880

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With a copy to:

MICHAEL BALMELLI
207 South 30th Avenue
Yakima WA 98902

With a copy to:

THOMAS MCLEAN and DEBORAH MCLEAN
205 South 30th Avenue
Yakima WA 98902

With a copy to:

PALMER WRIGHT
8307 Viewcrest Way
Yakima WA 98908

If to the City:

CITY OF YAKIMA
Director of Community and Economic Development
129 N. 2nd Street
Yakima WA 98901

With a copy to:

CITY OF YAKIMA
City Clerk
129 N. 2nd Street
Yakima, WA 98901

Notice by hand delivery or facsimile shall be effective upon receipt. If deposited in the mail, notice shall be deemed delivered 72 hours after deposited. Any party at any time by written notice to the other party may designate a different address or person to which such notice or communication shall be given.

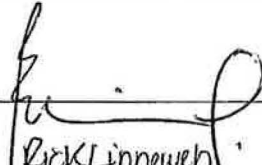
- 6.17 Cooperation.** The parties shall not unreasonably withhold requests for information, approvals or consents provided for in this Agreement. The parties agree to take further actions and execute further documents, either jointly or within their respective powers and authority, to implement the intent of this Agreement. The City agrees to work cooperatively with YVMH to achieve the mutually agreeable goals as set forth in this Agreement, subject to the City's independent exercise of judgment.

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6.18 Delays. If either party is delayed in the performance of its obligations under this Agreement due to force majeure, then performance of those obligations shall be excused for the period of delay.

IN WITNESS WHEREOF, this Agreement has been entered into between the City of Yakima and Yakima Valley Memorial Hospital as of the 28th day of February, 2011.

YAKIMA VALLEY MEMORIAL HOSPITAL
ASSOCIATION, a Washington non-profit corporation


By: Rick Linneweh
Its: President/CEO


MICHAEL BALMELLI



THOMAS MCLEAN


DEBORAH MCLEAN



PALMER WRIGHT

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Development Agreement*

CITY OF YAKIMA, a Political
Subdivision of the State of Washington


By: _____, ~~Mayer~~ CITY MANAGER

APPROVED AS TO FORM:

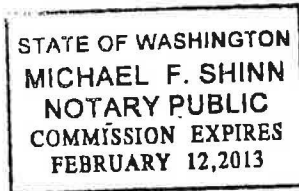

By: Jeffrey R. Cutter, City Attorney

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STATE OF WASHINGTON)
)ss.
County of Yakima)

I certify that I know or have satisfactory evidence that Rick Linneweh, is the person who appeared before me and is the President/CEO of **Yakima Valley Memorial Hospital Association**, the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that (s)he is authorized to execute the same instrument on behalf of the corporation.

Given under my hand and official seal this 28th day of February, 2011.

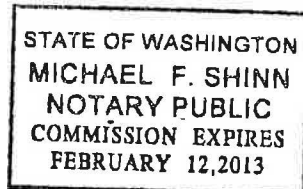


[Signature]
NOTARY PUBLIC in and for the State
of Washington, residing at Naches
My commission Expires: 2/12/13

STATE OF WASHINGTON)
)ss.
County of Yakima)

On this day personally appeared before me **Michael Balmelli**, to me known to be the individual described in and who executed the within and foregoing instrument and acknowledged to me that they signed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

SUBSCRIBED AND SWORN TO before me this 11th day of February, 2011.



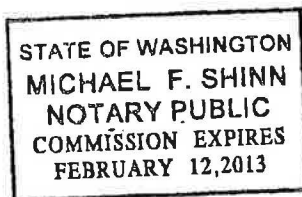
[Signature]
NOTARY PUBLIC in and for the State
of Washington, residing at Naches
My commission Expires: 2/12/13

*Yakima Valley Memorial Hospital
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STATE OF WASHINGTON)
)ss.
County of Yakima)

On this day personally appeared before me **Thomas McLean**, to me known to be the individual described in and who executed the within and foregoing instrument and acknowledged to me that they signed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

SUBSCRIBED AND SWORN TO before me this 11 day of February 2011.



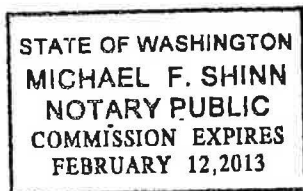
[Signature]

NOTARY PUBLIC in and for the State
of Washington, residing at Rocky
My commission Expires: 2/12/13

STATE OF WASHINGTON)
)ss.
County of Yakima)

On this day personally appeared before me **Deborah McLean**, to me known to be the individual described in and who executed the within and foregoing instrument and acknowledged to me that they signed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

SUBSCRIBED AND SWORN TO before me this 11 day of February 2011.



[Signature]

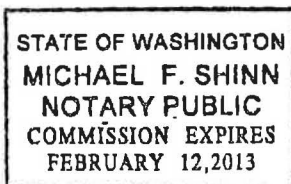
NOTARY PUBLIC in and for the State
of Washington, residing at Rocky
My commission Expires: 2/12/13

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STATE OF WASHINGTON)
)ss.
County of Yakima)

On this day personally appeared before me **Palmer Wright**, to me known to be the individual described in and who executed the within and foregoing instrument and acknowledged to me that they signed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

SUBSCRIBED AND SWORN TO before me this 25th day of April, 2011.



[Signature]
NOTARY PUBLIC in and for the State
of Washington, residing at Yakima
My commission Expires: 2/12/13

STATE OF WASHINGTON)
)ss.
County of Yakima)

I certify that I know or have satisfactory evidence that R. A. Zais, Jr., is the person who appeared before me and is the ^{CITY MANAGER} Mayor of The City of Yakima, the municipality that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said municipality, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the same instrument on behalf of the municipality.

Given under my hand and official seal this 5th day of May, 2011.



[Signature]
NOTARY PUBLIC in and for the State
of Washington, residing at Yakima
My commission Expires: 3/21/11

List of Attachments

Attachment A: Parcel Numbers and Legal Descriptions

Attachment B: Campus Boundary Map

Attachment C: Intentionally Omitted

Attachment D: Intentionally Omitted

Attachment E: Site Plan

Attachment F: Existing Buildings

Attachment G: Proposed Buildings and Additions

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Attachment I: Table 1, Mitigation Summary

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Attachment P: Planned Action Ordinance

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ATTACHMENT "A"

**Master Development Plan Application
Parcel Numbers and Legal Descriptions**

The following is a listing of all properties included within the boundaries of the proposed Master Development Plan. All parcels and associated improvements are owned by Yakima Valley Memorial Hospital unless otherwise noted.

Parcel Summary

181323-33004	181323-33416	181323-33442	181323-33455	181323-33480
181323-33024	181323-33417	181323-33445	181323-33456	181323-33487
181323-33028	181323-33418	181323-33446	181323-33457	181323-33488
181323-33032	181323-33426	181323-33447	181323-33465	181323-33489
181323-33033	181323-33429	181323-33449	181323-33473	181323-33492
181323-33034	181323-33430	181323-33450	181323-33474	181323-33508
181323-33035	181323-33432	181323-33451	181323-33475	181323-33509
181323-33413	181323-33435	181323-33452	181323-33477	181323-33510
181323-33414	181323-33437	181323-33453	181323-33478	181323-34447
181323-33415	181323-33438	181323-33454	181323-33479	181323-34539
181323-33436 (partial).				

Legal Descriptions

Lots 7 through 14, GRANDVIEW SUBURBAN HOMES, as recorded in Volume "H" of Plats, page 15, records of Yakima County, Washington.

Assessor's Parcel Nos. 181323-33473, 33474, 33475, 33477, 33478, 33479, 33480, & 33492

Lot 3, DeFOE QUARTER ACRES, as recorded in Volume "H" of Plats, page 2, records of Yakima County, Washington.

Assessor's Parcel No. 181323-33465

Lot 11 and Lot 12, GRANDVIEW HALF-ACRE TRACTS, as recorded in Volume "G" of Plats, page 12, records of Yakima County, Washington.

Assessor's Parcel Nos.: 181323-33413, 33414, 33415, 33416, 33417 & 33418

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Development Agreement*

Lots 1 through 11, Block 3, TIETON TERRACE ADDITION, as recorded in Volume "G" of Plats, page 34, records of Yakima County, Washington.
Assessor's Parcel Nos. 181323-34447 & 34539

The Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 23, Township 13 North, Range 18, E.W.M.;
EXCEPT the South 30 feet thereof for Tieton Drive.
Assessor's Parcel No. 181323-33028

That portion of the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 23, Township 13 North, Range 18, E.W.M., described as follows:
BEGINNING at a point 33 feet East and 30 feet North of the Southwest corner of the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of said Section, being the intersection of the East line of 28th Avenue South and the North line of Tieton Drive; thence North $0^{\circ}37' 1/2''$ West along the East line of said Avenue 195 feet; thence South $89^{\circ}11'$ East 130.6 feet, more or less, to the Northwest corner of the tract of land conveyed to Nicholas A. Gilman and wife, by deed recorded October 28, 1938, under Auditor's File No. 829963, records of Yakima County, Washington; thence South along the West line of said Gilman tract 195 feet to the North line of Tieton Drive; thence West along the North line of said Tieton Drive to the point of beginning;
EXCEPT the East 72.5 feet thereof.
Assessor's Parcel No.: 181323-34032

That portion of the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 23, Township 13 North, Range 18, E.W.M., described as follows:
The East 72.5 feet of the following described tract:
BEGINNING at a point 33 feet East and 30 feet North of the Southwest corner of the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of said Section, being the intersection of the East line of 28th Avenue South and the North line of Tieton Drive; thence North $0^{\circ}37' 1/2''$ West along the East line of said Avenue 195 feet; thence South $89^{\circ}11'$ East 130.6 feet, more or less, to the Northwest corner of the tract of land conveyed to Nicholas A. Gilman and wife, by deed recorded October 28, 1938, under Auditor's File No. 829963, records of Yakima County, Washington; thence South along the West line of said Gilman tract 195 feet to the North line of Tieton Drive; thence West along the North line of said Tieton Drive to the point of beginning.
Assessor's Parcel No.: 181323-34033

That portion of the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 23, Township 13 North, Range 18, E.W.M., described as follows:

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BEGINNING at a point 30 feet North and 225 feet East of the Southwest corner of the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of said Section; thence North 150 feet to the Southwest corner of Lot 1, Block 3, TIETON TERRACE ADDITION, as recorded in Volume "G" of Plats, page 34, records of Yakima County, Washington, and continuing North along the West line of said Lot, a distance of 45 feet; thence West 62 feet; thence South 195 feet; thence East along a line parallel with and 30 feet North of the South line of said Section 23, a distance of 62 feet to the point of beginning.

Assessor's Parcel No.: 181323-34034

That portion of the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 23, Township 13 North, Range 18, E.W.M., described as follows:

BEGINNING at a point 30 feet North and 320 feet East of the Southwest corner of the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of said Section; thence West 95 feet; thence North 150 feet; thence East 101.14 feet; thence South 105 feet; thence Southwesterly to the point of beginning.

Assessor's Parcel No.: 181323-34035

The East $\frac{1}{4}$ of the North 65 feet of the South $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 23, Township 13 North, Range 18, E.W.M.;

EXCEPT the East 20 feet thereof for street.

Assessor's Parcel No.: 181323-33004

That portion of the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 23, Township 13 North, Range 18, E.W.M., described as follows:

The North 63 feet of the South 93 feet of the East 143.4 feet of the West $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of said Section;

EXCEPT the East 25 feet thereof for street;

EXCEPT that portion conveyed to the City of Yakima by deed recorded under Auditor's File Nos. 2943043 and 2958793.

AND

The East 143.4 feet of the North 63 feet of the South 156 feet of the West $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of said Section;

EXCEPT the East 25 feet thereof.

AND

The North 124 feet of the South 280 feet of the West $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of said Section;

EXCEPT the West 186.44 feet; and

EXCEPT the East 25 feet thereof.

Assessor's Parcel No.: 181323-33024

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Lots 1 through 22, NEILANS MEMORIAL HEIGHTS, as recorded in Volume "N" of Plats, page 25, records of Yakima County, Washington.

Assessor's Parcel Nos.: 181323-33487, 33488, 33489, 33490, 33508 & 33509

Note: Assessor's Parcels 181323-33508 and 181323-33509 are owned by the Yakima Valley Memorial Hospital, but the improvements are owned by Yakima Valley Subsidiary, LLC.

Lots 2 through 18, NOB HILL ORCHARD HEIGHTS ADJOINING NORTH YAKIMA, as recorded in Volume "E" of Plats, page 12, records of Yakima County, Washington.

Assessor's Parcel Nos.: 181323-33426, 33429, 33430, 33432, 33435, 33437, 33438, 33442, 33445, 33446, 33447, 33449, 33450, 33451, 33452, 33453, 33454, 33455, 33456, 33457 & 33510.

Note: The North 9 feet of the West ½ of Lot 16 and the West ½ of Lot 17, NOB HILL ORCHARD HEIGHTS ADJOINING NORTH YAKIMA, as recorded in Volume "E" of Plats, page 12, records of Yakima County, Washington, Assessor's Parcel No. 181323-33455, is owned by Mr. Mike Balmelli.

Note: The West ½ of Lot 18, NOB HILL ORCHARD HEIGHTS ADJOINING NORTH YAKIMA, as recorded in Volume "E" of Plats, page 12, records of Yakima County, Washington, Assessor's Parcel No. 181323-33456, is owned by Thomas and Deborah McLean.

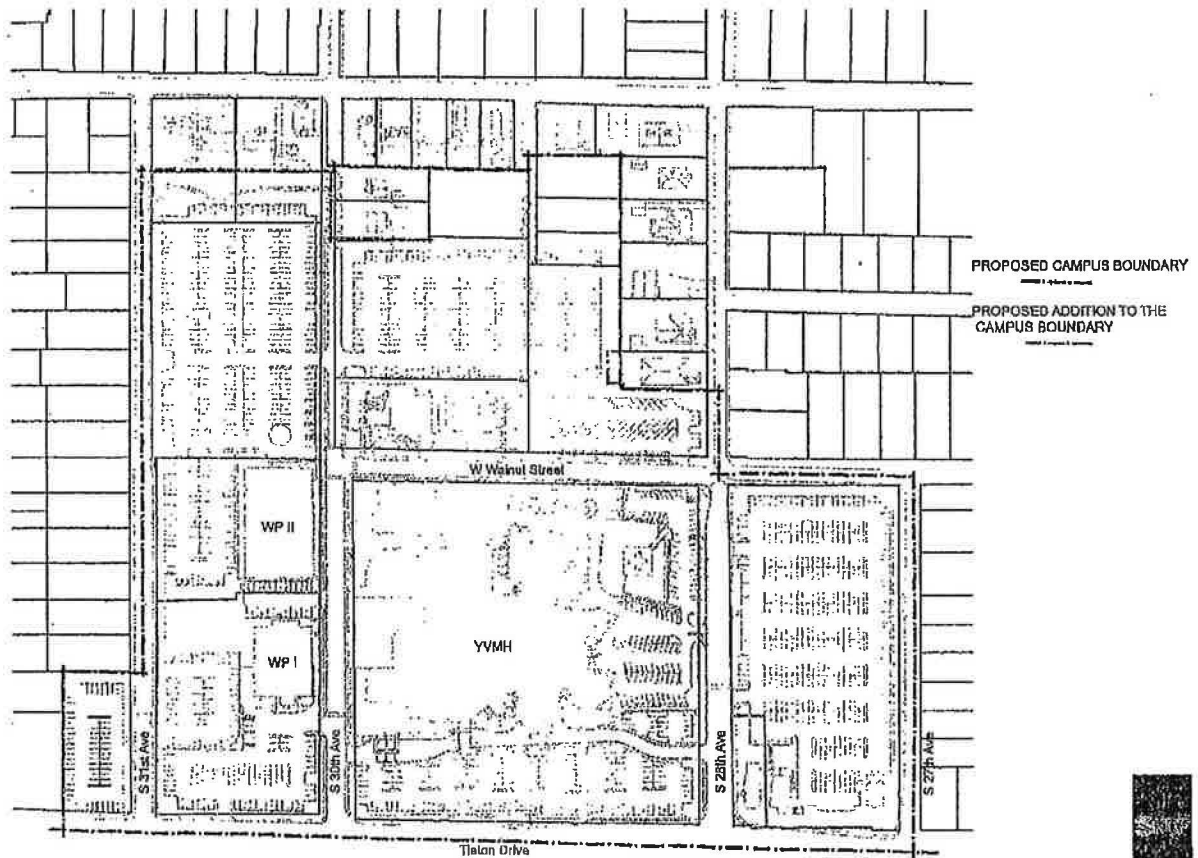
Note: There are ongoing discussions regarding a minor boundary line adjustment between YVMH the owner of parcel 181323-33437 and Dr. Palmer Wright the owner of parcel 181323-33436. If a voluntary agreement between the parties is reached, parcel 181323-33437 will be increased in size and the eastern property line will align with neighboring properties to the north.

That portion of Dr. Palmer Wright's parcel 181323-33436 to be merged is approximately 58 feet X 27 feet, and may be described, as follows:

The East 26.5 feet of the West ½ of Lot 8, Nob Hill Orchard Heights Adjoining North Yakima, as recorded in Volume "E" of Plats, page 25, records of Yakima County, Washington. Ptn. 181323-33436.

*Yakima Valley Memorial Hospital
Development Agreement*

ATTACHMENT "B" Campus Boundary Map



**Attachment "C"
Intentionally Omitted**

**Attachment "D"
Intentionally Omitted**

Attachment "E"
Site Plan

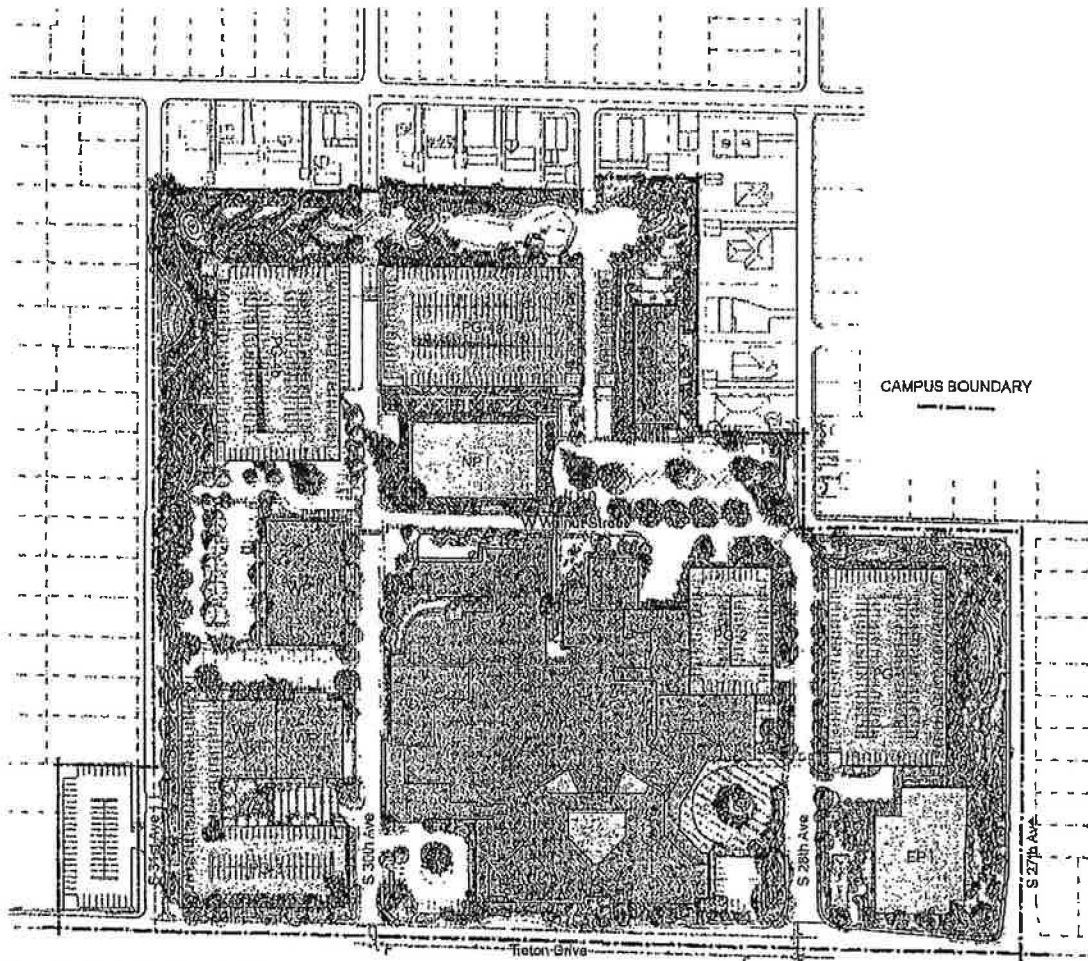
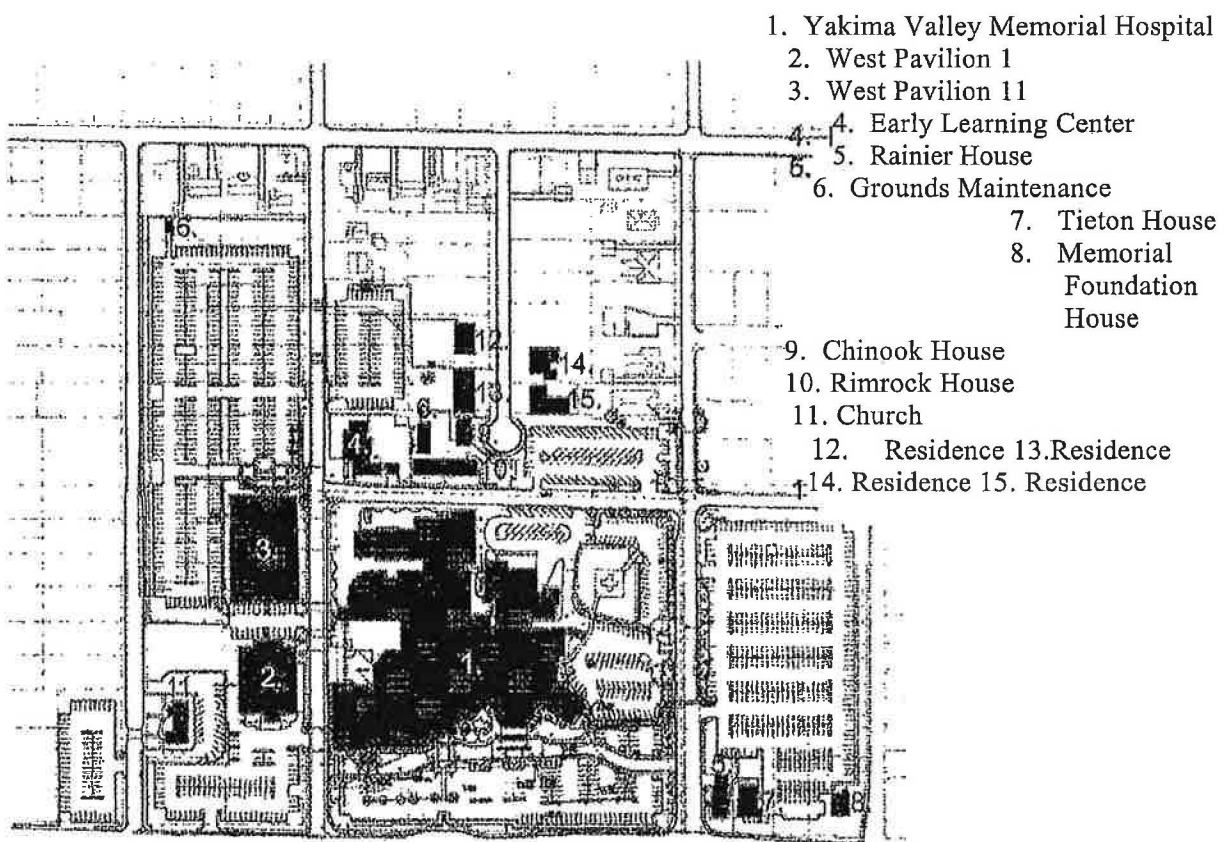


Figure 26: Master Site Plan at Build-Out

**Attachment "F"
Existing Buildings**

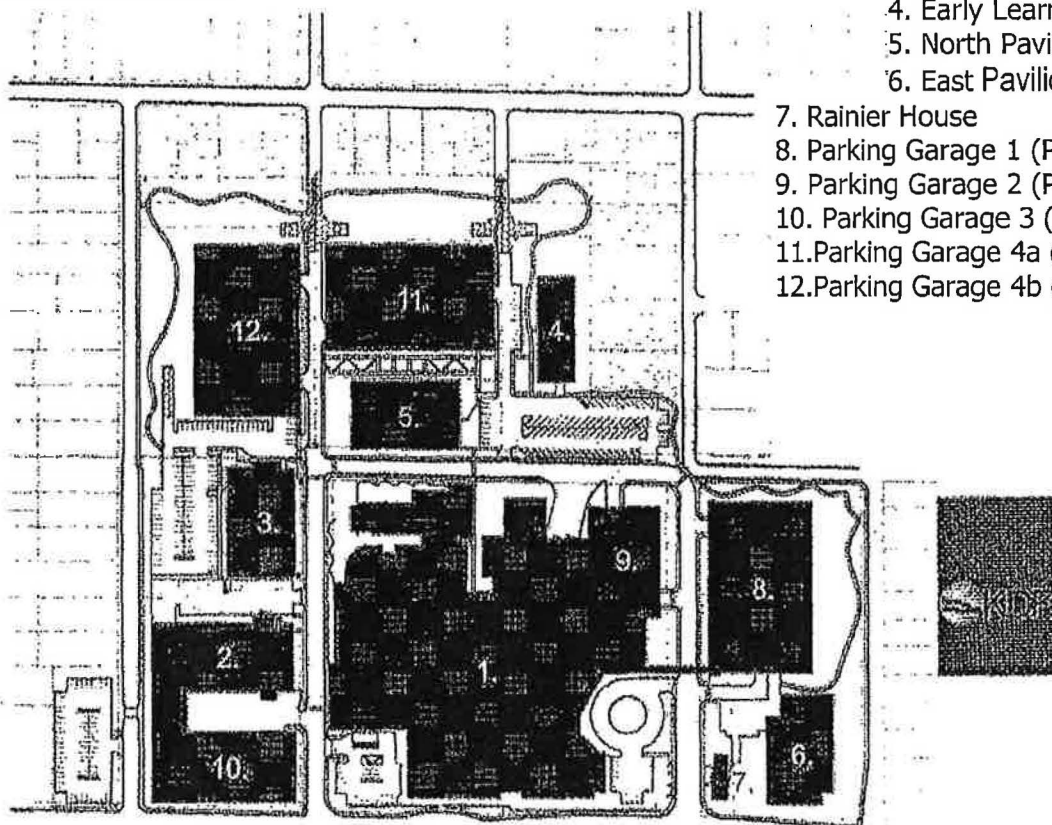


**Attachment "G"
Proposed Buildings and Additions**

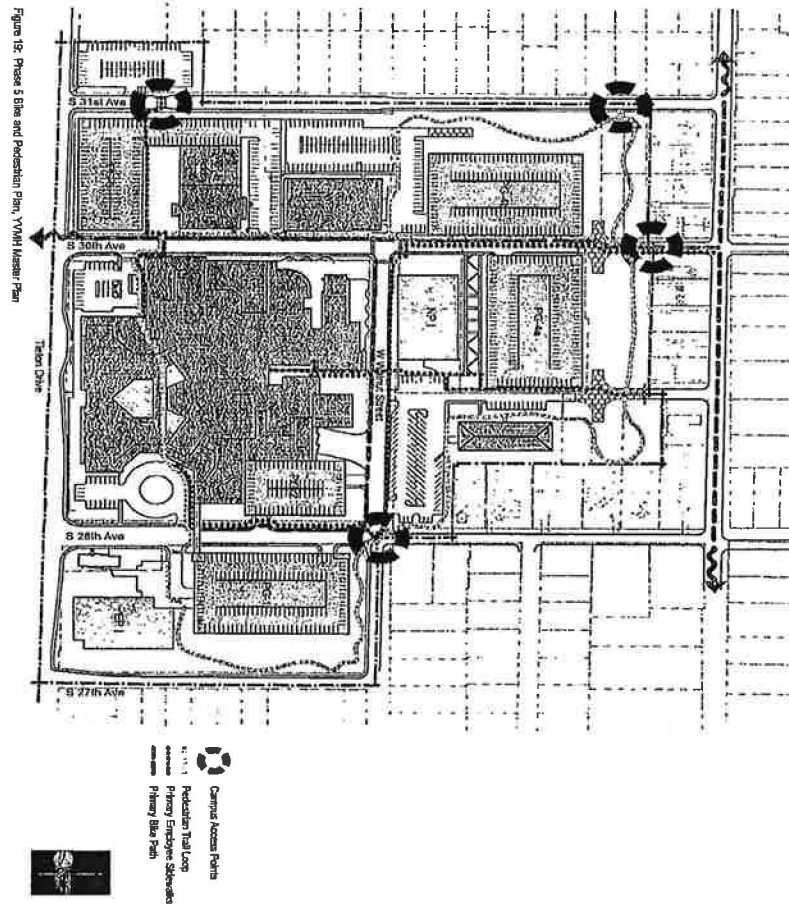
1. Yakima Valley Memorial Hospital
2. West Pavilion I
3. West Pavilion II

4. Early Learning Center
5. North Pavilion I
6. East Pavilion I

7. Rainier House
8. Parking Garage 1 (PG-1)
9. Parking Garage 2 (PG-2)
10. Parking Garage 3 (PG-3)
11. Parking Garage 4a (PG-4a)
12. Parking Garage 4b (PG-4b)



Attachment "H" Pedestrian/Bike Path Routes



Attachment "I"
Table 1, Mitigation Summary
Summary of Mitigation Measures by Phase

Table 1

Phase 1	Phase 2	Phase 3	Phase 4/5
Summary of development activities generating net additional trips that require traffic mitigation.			
No new buildings or additions are planned during this phase.	Construction activities that will generate net new trips that require traffic mitigation: 130,000 sq. ft. addition to hospital.	Construction activities that will generate net new trips that require traffic mitigation: 46,000 sq. ft. addition to hospital; and, 27,000 sq. ft. of clinical office space.	Construction activities that will generate net new trips that require traffic mitigation: 184,000 sq. ft. addition to hospital; and, 150,000 sq. ft. of new medical office space.
Summary of development activities not generating net additional trips.			
Close campus and prepare for construction in subsequent phases.	Construction activities that will not create net additional trips include: a 28,000 sq. ft. addition to Energy Plant/Loading Dock; a new 12,000 sq. ft. Early Learning Center facility; two parking garages; required mitigation measures; and, the demolition of buildings.	Construction activities that will not create net additional trips include: one parking garage; required mitigation measures; and, the demolition of buildings.	Construction activities that will not create net additional trips include: one or two parking garages; required mitigation measures; and, the demolition of buildings.
Traffic	Traffic	Traffic	Traffic
1. YVMH installs traffic diverter at S. 28 th Ave/W. Walnut St.	1. YVMH fair share payment of 1.8% toward S. 16th Ave/Nob Hill Blvd intersection improvements.	1. YVMH fair share payment of 19.4% of the cost of installing a signal at the intersection of S 24th Ave/Tieton Drive or the installation of intersection improvements as warranted.	1. YVMH fair share payment of 1.1% toward S. 40th Ave/Nob Hill Blvd intersection improvements.
2. Vacate portion of S. 29 th Avenue.	2. YVMH installs traffic signal and dual southbound left-turn lanes at S. 28th Ave/Tieton Drive intersection.	2. YVMH fair share payment of 4% of the cost of installing a signal at the intersection of N. 24th Ave/Summitview Ave or the installation of intersection improvements as warranted.	2. YVMH fair share payment of 4% toward N.16th Ave/Summitview Ave intersection improvements.

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3. Vacate portion of S. 30th Avenue.	3. City implements subsequent phases of approved BCNA traffic calming plan as warranted.	3. YVMH fair share payment of 2.4% toward N. 40th Ave/Summitview Ave intersection improvements.	3. YVMH fair share payment of 9.5 % toward S. 16th Ave/Tieton Drive intersection improvements.
4. City implements Phase 1 BCNA traffic calming improvements.		4. City implements subsequent phases of approved BCNA traffic calming plan as warranted.	4. YVMH installs traffic signal or improvements at S. 30th Ave/Tieton Drive intersection as warranted.
			5. City implements subsequent phases of approved BCNA traffic calming plan as warranted.
Parking			
1. Construction of the approved parking facilities adding 230 surface parking spaces for a total of 1,650 parking spaces.	1. Construction of the approved parking facilities resulting in the replacement of 493 surface parking spaces and the addition of 1,131 covered parking spaces for a net increase of 638 and a total of 2,288 parking spaces.	1. Construction of the approved parking facilities resulting in the replacement of 138 surface parking spaces and the addition of 275 covered parking spaces for a net increase of 137 and a total of 2,425 parking spaces.	1. Construction of the approved parking facilities resulting in the potential replacement of 676 surface parking spaces with up to 2,400 covered parking spaces for a net increase of 1,724 and a total of up to 4,149.
2. Monitoring of parking needs.	2. Monitoring of parking needs.	2. Monitoring of parking needs.	2. Monitoring of parking needs.
Stormwater			
1. Preparation of a storm water management plan in accordance with provisions of YMC.	1. Implementation of the approved storm water management plan.	1. Implementation of the approved storm water management plan.	1. Implementation of the approved storm water management plan.



Attachment "K"
Landscaping Plan

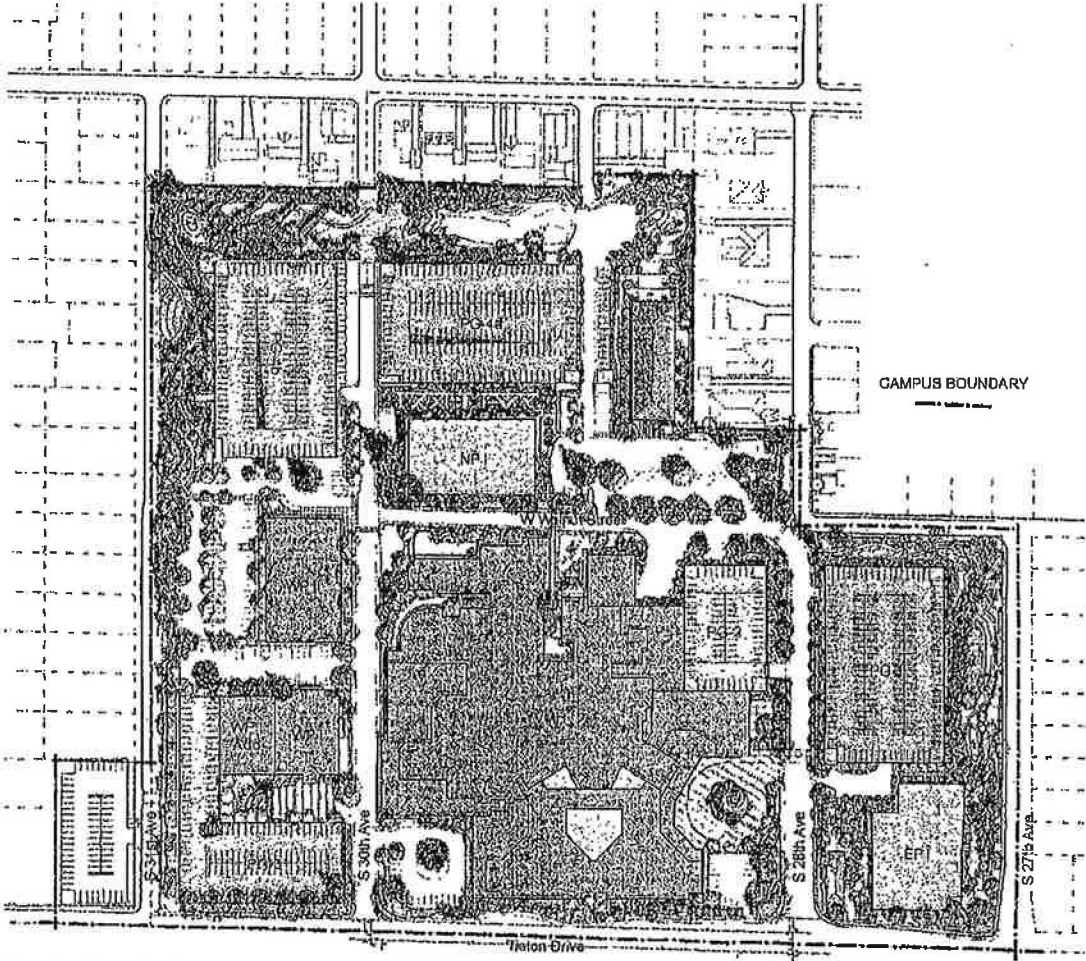


Figure 18: Phase 5 Landscape Concept, YVMH Master Plan

Attachment "L" YMC 15.07.040 Site Buffering and Screening Standards

15.07.040 Sitescreening standards.

A. Sitescreening requirements vary depending on the intensity of both the proposed use and abutting properties. Three different standards, A, B and C, are hereby established to accommodate the range of sitescreening needs.

STANDARD A - A ten-foot-wide landscaped planting strip with trees at twenty-foot to thirty-foot centers, which includes shrubs and groundcover.

STANDARD B - A three-foot-wide planting strip that will create a living evergreen screen that is at least six feet in height within three years.

STANDARD C - A six-foot-high, view-obscuring fence, made of wood, masonry block, concrete, or slatted chain link material. A three-foot-wide planting strip landscaped with a combination of trees, shrubs and groundcover along the outside of the fence is also required when the fence is adjacent to a street, alley or pedestrian way.

B. Provisions A, B and C are standards for the size of sitescreening area and the density and type of landscaping/planting. The developer may substitute a higher sitescreening standard, with standard C being higher than B, and B being higher than A.

C. Other sitescreening plans that improve the site design and achieve the purpose of this section may also be approved by the administrative official in accordance with YMC Chapter 6...1 O. All sitescreening shall also conform to the provisions of YMC Chapter 15.05. (Ord. 2008-46 § 1 (part), 2008: Ord. 2947 § 1 (part), 1986).

15.07.050 Table of required sitescreening standards.

Table 7-1 is hereby adopted as part of this chapter. The letter designation in this table refers to the sitescreening standards in YMC 15.07.040.

Table 7-1 Required Sitescreening Between Uses and Development

Lowest Intensity Zoning District in which the PROPOSED LAND USE	Lowest Intensity District in which ADJACENT USE is a Class (1) Use													
	LOWER ZONING DISTRICT INTENSITY > HIGHER													
	SR	R-1	R-2	R-3	B-1	B-2	SCC	LCC	AS	GC	CBD	RD	M-1	M-2
SR			A		A	C	C	C	C	C	C	C	C	C
R-1			B	C	C	C	C	C	C	C	C	C	C	C
R-2	A	B		C	B	C	C	C	C	C	C	C	C	C
R-3	A	A	A		A	B	C	C	C	C	C	C	C	C
B-1	A	B	B	A									B	B
B-2	C	C	C	B									B	B
SCC	C	C	C	C									B	B
LCC	C	C	C	C									A	B
AS	C	C	C	C										
GC	C	C	C	C									A	B
CBD	C	C	C	C									A	B
RD	C	C	C	C									C	C
M-1	C	C	C	C	B	B	B	A		A	A	C		
M-2	C	C	C	C	B	B	B	B		B	B	C		

*Yakima Valley Memorial Hospital
Development Agreement*

HOW TO USE TABLE 7-1: An empty space means sitescreeing is generally not required. A, B, or C-Letters refer to the sitescreeing standards in YMC 15.07,040.

EXAMPLE: Proposed Use; Residential Mini-Storage

1. Refer to Table 4-1 to find the lowest intensity zoning district in which the proposed use is permitted as a Class (1) use. For residential mini-storage this is M-1. Find this zoning district in Column 1 above.
2. Refer to Table 4-1 to find the lowest intensity zoning district in which each adjoining use is permitted as a Class (1) use. If adjoining use is not a Class (1) use in any district sitescreeing, standard C is the required sitescreeing standard along that property line,

Adjoining Uses:

North-Single-family dwellings-Lowest Intensity District Class (1) Use = SR

South-Tavern-Lowest Intensity District Class (1) Use = LCC

East-Employment Agency-Lowest Intensity District Class (1) Use = B-2

West-Vacant

3. Use Table 7-1 to find the recommended sitescreeing to be provided by proposed use. The recommended level of sitescreeing is the letter in the intersection of the district found in Step 1 with each district noted in Step 2. (In this example: SR = C; LCC = A; B-2 = B; Vacant = none. Refer to specific sitescreeing standards in YMC 15.07,040. Prepare sitescreeing plan. See YMC 15.07.040.)
(Ord. 2008-46 § I (part), 2008; Ord. 3019 § 30, 1987; Ord. 2947 § I (part), 1986).

**Attachment "M"
Proposed Phasing Plan**

Square Footage

Facility	Activities	Current	Phase 1	Phase 2	Phase 3	Phase 4	Phase 5	Bulld Out
Hospital Building		387,528		158,000	46,000	184,000		775,528
Energy Plant/Loading	Operational Support			28,000				
East Addition	Patient Services			130,000				
West Addition	In Patient Beds/Surgery				46,000			
South Addition	Relocate Emergency Rm					184,000		
West Pavilion I	Clinical Space	46,555			27,000			73,555
West Pavilion II	Medical Facilities	50,000						50,000
East Pavilion	Medical Offices	0				50,000		50,000
North Pavilion	Medical Offices	0					100,000	100,000
Early Learning Center	Child Care	5,352		12,000	-5,352			12,000
Rainier House	Human Resources	2,039						2,039
Grounds Maintenance	Equipment Storage	830	-830					0
Tieton House	Community Education	1,980				-1,980		0
Memorial House	Foundation Offices	1,274				-1,274		0
Rimrock House	Maternal Health	3,424			-3,424			0

*Yakima Valley Memorial Hospital
Development Agreement*

ChInook House	WIC	1,379			-1,379			0
Parking Garage 1	884 Parking Stalls	0		283,745				283,745
Parking Garage 2	264 Parking Stalls	0		99,248				99,248
Parking Garage 3	287 Parking Stalls	0			88,274			88,274
Parking Garage 4a	1,200 Parking Stalls	0				283,230		283,230
Parking Garage 4b	1,200 Parking Stalls	0					283,230	283,230
Totals		500361	-830	552,993	151,119	513,976	383,230	2,100,849

**ATTACHMENT "N"
Parking Plan**

		Current	Adjustments					Spaces at
		Spaces	Phase 1	Phase 2	Phase 3	Phase 4	Phase 5	Build Out
Surface Parking		1,420	230	-493	-138	-404	-272	343
A.	East Lot	366		-292		-74		0
B.	South Main Visitor Lot	169				-169		0
C.	Doctor's Lot	70		-58		-12		0
D.	Evening Employee/Dr. Overflow Lot	44		-44				0
E.	Psychiatric Lot	22		-22				0
F.	North Daycare Lot	83	-6			-77		0
G.	WPII Lot	396			-22		-272	102
H.	WPI-Doctor's Lot	22			28			50
I.	WPI-Visitor Lot	83			-83			0
J.	Church Lot	25	36		-61			0
K.	West Annex Lot/31st Avenue	64						64
L.	North Employee Lot	76	-2					74
M.	Temporary Lot		202	-90		-112		0
N.	Early Learning Center Lot			13				13
O.	South 30th Avenue Lot					22		22
P.	South 28th Avenue Lot					18		18
Structured Parking		0	0	1,131	275	1,200	1,200	3,806
PG-								
1	Parking Garage 1			884				884
PG-								
2	Parking Garage 2			247				247
PG-								
3	Parking Garage 3				275			275
PG-								
4a	Parking Garage 4a					1,200		1,200
PG-								
	Parking Garage 4b						1,200	1,200

*Yakima Valley Memorial Hospital
Development Agreement*

4b

Total Adjustments		230	638	137	796	928	
Total Campus Parking	1,420	1,650	2,288	2,425	3,221	4,149	4,149

Note: Depending on the actual demand Parking Garage PG-4b may be deferred or not built and the existing surface lot retained.

Attachment "O"
Traffic Mitigation Pro Rata Share Cost Estimate Summary
Prepared by City of Yakima August 2010

Intersection	Phase Anticipated	Potential Improvement	Total Pro Rata Share at Phase of Need	Total Pro Rata Contribution at Build-out
N. 40 th Ave/Summitview Ave.	Existing and Phase 3	Dual eastbound left-turn lanes today; third through lane on N. 40 th In Phase 3	\$2,100,000 1.3% in Phase 3 \$27,300	\$2,100,000 2.4% \$50,400
N. 24 th Ave/Summitview Ave.	Phase 3	Signalization	\$350,000 2.4% \$8,400	\$350,000 4.0% \$14,000
N. 16 th Ave/Summitview Ave.	Phase 415	Westbound right- turn lane	\$250,000 4.0% \$10,000	\$250,000 4.0% \$10,000
S. 40 th Ave/Nob Hill Blvd.	Phase 415	Westbound right- turn lane	\$250,000 1.1% \$2,750	\$250,000 1.1% \$2,750
S. 16 th Ave/Nob Hill Blvd.	Phase 2	Dual left-turn lanes on the northbound and eastbound approaches	\$2,000,000 0.3% \$6,000	\$2,000,000 1.8% \$36,000
S. 24 th Ave/Tieton Dr.	Phase 3	Signalization	\$400,000 11.6% \$46,400	\$400,000 19.4% \$77,600
S. 16 th Ave/Tieton Dr.	Phase 4/5	Dual eastbound Left-turn lanes	\$1,500,000 9.5% \$142,500	\$1,500,000 9.5% \$142,500
S. 28 th Ave/Tieton Dr.	Phase 1 or 2	Signalization and Dual southbound Left-turn lanes	\$200,000 100% \$200,000	\$200,000 100% \$200,000
S. 30 th Ave/Tieton Dr.	Phase 415	Signalization	\$300,000 100% \$300,000	\$300,000 100% \$300,000

Attachment "P"
Planned Action Ordinance

ORDINANCE NO. 2011-03

AN ORDINANCE implementing Planned Action EIS and Institutional Overlay for Yakima Valley Memorial Hospital Master Development Plan; setting forth applicable mitigation and development measures; receiving and adopting recommendation from the hearing examiner and adopting findings and conclusions; approving Institutional Overlay Zone; authorizing preparation of Development Agreement in conformity with this action; authorizing procedure for vacation of affected street right-of-ways in conjunction therewith; and amending zoning map and comprehensive plan in conformity with this action.

WHEREAS, Chapter 15.31 of the Yakima Municipal Code (YMC) provides for the designation of institutional overlay zones; and

WHEREAS, YMC 15.31.010 provides that the purpose of the institutional overlay zone is to allow for large-scale institutional facilities with special locational needs and impacts which must be designed and perform in a manner that is compatible with surrounding land uses. Through a master plan review process the public is involved in the development of performance standards. A development agreement and site master plan assure predictability for the owner, the appropriate jurisdiction and the citizen. The process balances the need for large-scale institutional facilities to grow while minimizing adverse environmental impacts associated with such development on the adjacent community; and

WHEREAS, on December 12, 2006, the City Council approved an amendment to the city's Urban Area Comprehensive Plan designating the campus of Yakima Valley Memorial Hospital as an Institutional Overlay on the city's Future Land Use Map; and

WHEREAS, the City Council on September 2, 2008 adopted an ordinance creating Institutional Overlays, codified at Chapter 15.31 YMC; and

WHEREAS, Yakima Valley Memorial Hospital on September 8, 2009 submitted its application for master planned development within the designated institutional overlay, which application was deemed complete and subject to processing by the City of Yakima Planning Division on November 9, 2009; and

WHEREAS, a Planned Action Final Environmental Impact Statement was issued by the City of Yakima on October 1, 2010, for the Yakima Valley Memorial Hospital Master Plan and Institutional Overlay which identified potential environmental impacts and mitigating actions for each of the project phases; and

WHEREAS, an open record public hearing has been held pursuant to public notice on such planned action on October 28, 2010 before the Hearing Examiner; and

WHEREAS, on November 12, 2010 the Hearing Examiner issued his decision and recommendation regarding the planned action; and

WHEREAS, the Hearing Examiner's Recommendation sets forth Findings and Conclusions in support of his recommendation that the City Council approve the application with stated conditions; and

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WHEREAS, the City Council of the City of Yakima has held a closed record hearing on December 7, 2010 pursuant to notice, to receive the recommendation of the Hearing Examiner and to consider the files, evidence and testimony of record herein; and

WHEREAS, the City Council of the City of Yakima finds and determines that such application should be approved with conditions as recommended by the Hearing Examiner, and that such approval is in the best interests of residents of the City of Yakima and will promote the general health, safety and welfare; now therefore

BE IT ORDAINED BY THE CITY OF YAKIMA:

Section 1. Findings. The City Council, having conducted a closed record hearing on December 7, 2010, and having received and considered all evidence and testimony of record herein, together with the Hearing Examiner's Recommendation issued November 12, 2010, hereby receives, accepts and adopts as its own the Findings of the Hearing Examiner in his recommendation issued November 12, 2010, together with the following:

Planned Action Findings. The Planned Action for the Yakima Valley Memorial Hospital Master Plan and Institutional Overlay meets the criteria for a Planned Action in RCW 43.21 C.031(2) and WAC 197-11-164 for the following reasons:

1. The City of Yakima is a city planning under the Growth Management Act Chapter 36.70A RCW;
2. The City of Yakima has adopted the Yakima Urban Area Comprehensive Plan 2025;
3. The Yakima Valley Memorial Hospital Campus has been designated on the Comprehensive Plan Future Land Use Map with an Institutional Overlay which authorizes YVMH to submit for City review and approval a Master Development Plan prepared in accordance with the provisions of YMC 15.31 et seq.;
4. The proposed Master Development Plan will be implemented in phases with significant project elements and impacts described and defined in detail and is consistent with the Comprehensive Plan;
5. A Planned Action Final Environmental Impact Statement was issued by the City of Yakima on October 1, 2010, for the Yakima Valley Memorial Hospital Master Plan and Institutional Overlay which identifies potential environmental impacts and mitigating actions for each of the project phases;
6. There are no probable, significant adverse impacts associated with the implementation of the proposed Master Development Plan that cannot be reasonably mitigated; and
7. The planned action does not include the location of any essential public facility as defined in RCW 36.70A.200.

Section 2. Planned Action Designated. The Yakima Valley Memorial Hospital Master Plan and Institutional Overlay consists of the area located between Tieton Drive, W. Chestnut Avenue, S. 27th Avenue, and S. 31st Avenue, and shall not exceed the area depicted in Attachment "B" to the Development Agreement between the City of Yakima and Yakima Valley Memorial Hospital. The campus currently includes approximately

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500,000 square feet of hospital and medical office space, and 1,420 surface parking spaces. The Planned Action project will add 379,943 square feet of hospital expansion, 177,000 square feet of medical office expansion, and approximately 2,730 new parking spaces. The area is located entirely within (but less extensive than the jurisdiction of) the City of Yakima, Washington.

Section 3. Consistency of Project Level Review. The Institutional Overlay Designation in conjunction with the Planned Action EIS for the Yakima Valley Memorial Hospital Master Plan recognizes the following uses and construction:

Main Hospital Building Addition: 775,528 square feet

West Pavilion I: 72,555 square
feet West Pavilion II: 50,000
square feet

Early Learning Center:

1

2,000 square feet
North Pavilion I: 100,000
square feet East Pavilion I:
50,000 square feet

Rainier House (Human Resources): 2,039 square feet

Parking Garage 1 (PG-1): 283,745 square feet

Parking Garage 2 (PG-2): 99,248 square feet

Parking Garage 3 (PG-3): 88,274
square feet

Parking Garage 4a (PG-4a):
283,230 square feet

Parking Garage 4b (PG-4b):
282,230 square feet

Total off-street parking: 4,149
spaces

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Yakima Municipal Code (YMC) 15.31.050 states that approval of the Institutional Overlay/Master Development Plan by the legislative body shall guide future development within the Institutional Overlay. The approved Master Development Plan and Development Agreement shall remain binding upon the sponsoring institution and the appropriate jurisdiction. Approvals of building permits and zoning certificates shall be as required for Type (1) permits provided the proposed improvement conforms to the Master Development Plan as approved.

Furthermore, all proposed actions or construction which implements the Master Development Plan shall be reviewed through the Type (1) review process. Minor modifications to the adopted Master Development Plan and/or Development Agreement will undergo Type (2) review, and major modifications will undergo a Type (3) review. (YMC 15.31.060)

In accordance with YMC 15.31.060 (A-C) and 15.31.025C 7, the below criteria have been identified as the criteria for determining major vs. minor modifications and shall be incorporated into both the Planned Action Ordinance and Development Agreement, as well as the list of modified/adjusted development standards:

Type 1 Administrative Review: Projects or actions consistent with the approved Master Development Plan. This includes, but is not limited to:

- a. Adjustments to the location of buildings consistent with exterior setbacks and the provisions of the approved Master Development Plan;
- b. Adjustments to the height of buildings consistent with exterior setbacks and the provisions of the approved Master Development Plan;
- c. Adjustments to the proposed square footage of buildings that do not require additional traffic mitigation;
- d. Changes to the Phasing Plan consistent with approved Mitigation Plans and the approved Master Development Plan;
- e. Detailed building plans consistent with the approved Master Development Plan;
- f. Detailed landscaping plans prepared in consultation with the Barge-Chestnut Neighborhood Association consistent with the approved Master Development Plan;
- g. Detailed utility plans consistent with the approved Master Development Plan; and
- h. The consolidation of lots or lot line adjustments.

Type 2 Administrative Review/Minor Modification: Projects or actions that do not substantially differ from the approved Master Development Plan, as determined by the Director of Community and Economic Development, shall be considered Minor Modifications and include:

- a. Adjustments to the location of buildings which require modifications to approved exterior setbacks;
- b. Minor modifications to the height of buildings greater than the approved not to exceed levels;
- c. Revisions to the Phasing Plan that require minor modifications to approved Mitigation Plans;
- d. New structures or additions to existing structures that do not extend construction beyond approved exterior setbacks, or make construction higher in elevation than is approved under the Master Development Plan;
- e. The addition of more parking spaces for projects contemplated by the Master Development Plan, provided the additional parking spaces do not extend beyond approved exterior setbacks;
- f. A waiver of a development standard or Master Development Plan condition where the proposal does not go beyond the minimum necessary to afford relief, and the change will not be materially detrimental to the public or injurious to property or improvements in the vicinity of the institution.

Type 3 Review/Major Modifications: Projects or actions not contemplated in the approved Master Development Plan may be considered Major Modifications and include:

- a. Modifications to the proposed square footage of buildings that require additional traffic mitigation;
- b. New structures, or additions to an existing structure, or additional parking spaces, that do not meet criteria of Type (2) review above;
- c. Any expansion of the boundaries established by the approved Master Development Plan;
- d. All other changes to the approved Master Development Plan which, in the opinion of the Administrative Official represent a substantial change to the design, impacts, character or functional nature of the project.

Modified Development Standards

1. Maximum gross floor area of development;

The following maximum gross floor areas for each building are established as "not to exceed" figures and shall be incorporated into the Master Development Plan Planned Action Ordinance, and Development Agreement as conditions of approval.

- a. *Main Hospital Building Addition: 775,528 square feet*
- b. *West Pavilion I: 72,555 square feet*
- c. *West Pavilion II: 50,000 square feet*
- d. *Early Learning Center: 12,000 square feet*

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- e. North Pavilion I: 100,000 square feet
- f. East Pavilion I: 50,000 square feet
- g. Rainier House (Human Resources): 2,039 square feet
- h. Parking Garage 1 (PG-1): 283,745 square feet Parking Garage 2 (PG-2): 99,248 square feet Parking Garage 3 (PG-3): 88,274 square feet Parking Garage 4a (PG-4a): 283,230 square feet Parking Garage 4b (PG-4b): 282,230 square feet
- J. 283,230 square feet
- k. 282,230 square feet
- l. 282,230 square feet

2. Maximum building height;

The following building heights have been established as "not to exceed" figures and shall be incorporated into the Master Development Plan Planned Action Ordinance, and Development Agreement as conditions of approval.

- | | |
|--|---------|
| a. Energy Plant and Loading Dock: | 60 feet |
| b. East Addition - Hospital Building: | 75 feet |
| c. Early Learning Center: | 20 feet |
| d. West Pavilion I Addition: | 30 feet |
| e. West Addition - Hospital Building: | 75 feet |
| f. East Pavilion Addition: | 30 feet |
| g. South Addition - Hospital Building: | 75 feet |
| h. North Pavilion Addition: | 60 feet |
| i. Parking Garage 1: | 36 feet |
| j. Parking Garage 2: | 24 feet |
| k. Parking Garage 3: | 24 feet |
| l. Parking Garage 4a: | 36 feet |
| m. Parking Garage 4b: | 36 feet |

3. Maximum building setbacks;

The following building setbacks from external property lines have been established as depicted on Attachment "J" of the Development Agreement as "not to exceed" figures and shall be incorporated into the Master Development Plan Planned Action Ordinance as a condition of approval.

- a. S. 31st Avenue: 21 to 104 feet
- b. Northern property line, S. 31st to S. 28th Avenues: 125 to 133 feet
- c. South 28th Avenue: 30 feet
- d. North property line, S. 28th to S. 27th Avenues: 40 to 42 feet
- e. S. 28th Avenue: 58 to 103 feet

In order to make the most effective use of space on the hospital campus, the Applicant is requesting that no setbacks be required from internal lot lines as depicted in Attachment "J" of the Development Agreement. In addition, the Applicant is requesting that it retain the right to consolidate existing parcels, adjust parcel lines, and/or submit a binding site plan(s) for City review and approval in the future.

4. Maximum lot coverage;

Impervious surfaces shall not exceed 80% of the YVMH campus.

5. Minimum and maximum off-street parking;

- a. Hospital = 4.72 spaces per bed for a suburban setting
- b. Medical office building = 3.53 spaces per 1,000 square feet
- c. Early Learning Center = 3.16 spaces per 1,000 square feet (assumes a stand-alone location)

The applicant's proposed parking standards were derived from the Institute of Transportation Engineers (ITE) Parking Generation Manual (3rd Edition) that contains national data that can be used to estimate parking needs for a variety of land uses. YVMH will be required to build the identified amount of parking per phase in adherence with Table 1, Attachment "I" of the Development Agreement, and the identified information shall be incorporated into the Master Development Plan Planned Action Ordinance as a condition of approval.

6. Landscaping;

Other than fencing, the applicant is not proposing a different standard for this requirement. YVMH has developed in concert with the BargeChestnut Neighborhood Association a conceptual landscaping plan which is generally depicted in Attachment "K" of the Development Agreement. It is proposed that the fencing surrounding the campus be designed to match the existing wrought iron fencing and as a result will not be made of view-obscuring materials. Any and all proposed landscaping will and shall meet the requirements of YMC § 15.07.040, and upon completion of the proposed landscaping plan it shall be submitted to the City of Yakima for review and approval, in accordance with the provisions of the Development Agreement.

7. Signage;

The applicant is not proposing a different standard for this requirement, and all signage proposed as part of future development shall meet the current zoning ordinance standards of YMC § 15.08.

8. Exterior lighting, shadows, and glare reduction; and

New lighting shall be shielded and downward facing in accordance with "Dark Sky" principles that promote safety while minimizing the potential adverse impacts on neighboring properties. As a condition of approval of the Master Development Plan, the applicant shall prior to construction of each phase provide the City of Yakima with a lighting plan which complies with the "Dark Sky" principles.

Section 4. Planned Action Project Review. A project proposed pursuant to this Planned Action Ordinance shall be subject the following:

1. Approval by the City of Yakima SEPA Responsible Official or his designee to determine the following:
 - a) Verify that the project meets the description of the Yakima Valley Memorial Hospital Master Plan and Institutional Overlay FEIS and will implement any applicable conditions or mitigation measures in this ordinance and the associated Development Agreement; and

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- b) Verify that the probable significant adverse environmental impacts have been adequately addressed, as identified in the Yakima Valley Memorial Hospital Master Plan and Institutional Overlay Ordinance and associated Development Agreement.
2. If the SEPA Responsible Official verifies the project meets the requirements of Section 4(1) above, the project shall qualify as a planned action and a SEPA threshold determination is not required.
3. If a project does not meet the requirements of Section 4(1) above, the project is not a Planned Action and additional environmental review may be required if it is not determined to be exempt from SEPA review pursuant to Yakima Municipal Code 6.88.070.

Section 5. Public Notices. Public Notices for all projects that qualify as a Planned Action will be mailed as appropriate, to property owners within 300 feet of the perimeter of the approved Master Development Plan boundaries and to all Parties of Record.

Section 6. Mitigation Measures. In addition to complying with applicable City of Yakima development regulations, all projects proposed as planned actions must implement and be conditioned upon implementation of the mitigation measures as outlined by development phase in the Yakima Valley Memorial Hospital Master Plan and Institutional Overlay Final Environmental Impact Statement, and those identified in the City of Yakima Hearing Examiners recommendation dated November 12, 2010. These measures include:

1. Mitigation measures for Transportation as set forth in Section 3. and summarized in Table 1, Attachment "I" of the Development Agreement.
2. Mitigation measures for parking as set forth in Section 3. and summarized in Table 1, Attachment "I" of the Development Agreement.
3. Mitigation measures for stormwater as set forth in Table 1, Attachment "I" of the Development Agreement.
4. Landscaping and buffering measures outlined in the Master Plan and depicted in Attachment "K" to the Development Agreement.
5. Development Agreement: A development agreement shall be executed that includes specific details how each required mitigating measure and condition of approval shall be implemented.

Master Development Plan Boundaries: The boundaries of the Yakima Valley Memorial Hospital shall not exceed those depicted in Attachment "B" of the Development Agreement.

7. Building Removal: In order to implement the Maser Development Plan it will be necessary to remove and replace several existing buildings on the hospital campus. If feasible, these buildings will be made available for re-

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use elsewhere in the community, if not, they will be demolished in accordance with the provisions of the Yakima Municipal Code. The following buildings identified in Section 2.3.2 of the Development Agreement, may be removed during the identified phases of development, subject to more detailed conditions in the Development Agreement:

- a) Four residential structures currently owned by Yakima Valley Memorial Hospital-Phase 1;
- b) The former church building currently owned by YVMHPhase 1;
- c) Grounds maintenance building-Phase 1-3;
- d) The existing Early Learning Center Building-Phase 2/3;
- e) The Chinook House-Phase 2/3;
- f) The Rimrock House-Phase 2/3;
- g) Two private residential structures proposed to be acquired by YVMH (aka Balmelli Residence and the McLean Residence)-Phase 3/4;
- h) Tieton Building-Phase 4; and
- i) Memorial Building-Phase 4.

8. Proposed Uses: The approved Master Development Plan shall consist of up to twelve structures, including additions to the main hospital facility, new and expanded medical office buildings, support buildings and associated off-street parking including covered parking structures. The maximum square footage for each building is as follows:

- Hospital Building, 775,528 square feet;
West Pavilion I, 72,555 square feet;
- West Pavilion II, 50,000 square feet;
Early Learning Center, 12,000 square feet;
- North Pavilion, 1100,000 square feet;
East Pavilion, 150,000 square feet;
Rainier House (Human Resources), 2,039 square feet;
Parking Garage 1 (PG-1), 283,745 square feet; Parking
Garage 2 (PG-2), 99,248 square feet; Parking Garage 3
(PG-3), 88,274 square feet; Parking Garage 4a (PG-4a),
283,230 square feet; and Parking Garage 4b (PG-4b),
282,230 square feet.

9. Building Height: The not to exceed height for each building is as follows:

- a) Energy Plant and Loading Dock: Not to exceed 60 feet in height;
- b) East Addition-Hospital Building: Not to exceed 75 feet in height;
- c) Early Learning Center: Not to exceed 20 feet in height;
- d) West Pavilion I Addition: Not to exceed 30 feet in height;
- e) West Addition-Hospital Building: Not to exceed 75 feet in height;

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- f) East Pavilion Addition: Not to exceed 30 feet in height;
 - g) South Addition-Hospital Building: not to exceed 75 feet in height;
 - h) North Pavilion Addition: Not to exceed 60 feet in height;
 - i) Parking Garage 1: Not to exceed 36 feet in height;
 - j) Parking Garage 2: Not to exceed 24 feet in height;
 - k) Parking Garage 3: Not to exceed 24 feet in height; l) Parking Garage 4a: Not to exceed 36 feet in height; and
 - m) Parking Garage 4b: Not to exceed 36 feet in height.
10. Building Locations: Buildings will be located in substantial conformance with the approved Site Plan (Attachment "E" of the Development Agreement), provided that the exact location will be determined on detailed drawings submitted in conjunction with building permit applications. The setbacks for all buildings shall meet or exceed the minimum setbacks depicted in Attachment "J" of the Development Agreement.
11. Parcels: The Master Development Plan site consists of numerous parcels. Yakima Valley Memorial Hospital may propose to consolidate parcels, adjust boundary lines, or submit a binding site plan for City review and approval.
12. Lot Coverage: At build-out not more than 80% of the site, excluding public and private roads and rights-of-way shall be covered with impervious surfaces.
13. Pedestrian and Bicycle Access: Pedestrian and bicycle access shall be developed in accordance with the conceptual design depicted in Attachment "H" of the Development Agreement.
14. Traffic Mitigation: YVMH shall be responsible for mitigating traffic impacts in accordance the provisions of recommended mitigating measures contained in Table 1, Attachment "I" of the Development Agreement. The implementation of these mitigating measures are further specified in the Development Agreement.
15. Parking: New parking shall be developed in accordance with the parking plan, Attachment "N" of the Development Agreement. On-site parking will be available on the Hospital Campus at all times in accordance with the following standards:
- a. 4.72 spaces per hospital bed;
 - b. 3.53 spaces per 1,000 square feet of medical office space; and
 - c. 3.16 spaces per 1,000 square feet of Early Learning Center.

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16. Heli-Pad: Prior to initiating the construction of Parking Garage 2, the existing heli-pad shall be relocated to the Yakima Air Terminal.
17. Stormwater Management: All development activities shall be designed and constructed in accordance with the provisions of the Eastern Washington Storm Water Design Manual as adopted by the City of Yakima and identified in the YVMH Planned Action FEIS issued October 1, 2010.
18. Construction Access Plans: Prior to initiating each phase of development a construction access plan shall be submitted for City review and approval. This plan will address parking of construction workers, truck movements associated with construction activities, the storage of construction equipment and materials, maintaining access to hospital facilities by emergency vehicles, replacement of on-site parking disturbed by construction activities, and changes to common access routes necessitated by construction activities or road closures.
19. Dust Control Plans: Prior to the initiation of each phase of implementation, Yakima Valley Memorial Hospital shall prepare and submit for appropriate agency review and approval a dust control plan to minimize potential particulate emissions. In addition, the Hospital will explore prior to the implementation of each phase of implementation, measures that can be implemented to reduce potential impacts to air quality.
20. Geotechnical Reports: Geotechnical reports shall be required to be prepared in conjunction with subsequent project specific development proposals, as required by the City of Yakima.
21. Temporary Erosion Control Plan. In conjunction with each building permit, Yakima Valley Memorial Hospital shall submit for City review and approval a Temporary Erosion Control Plan that includes such measures as the placement of quarry spalls at the truck egress location to minimize tracking of soil onto City streets.
22. Noise: Noise associated with construction activities shall adhere to the provisions of YMC § 6.04.180.

Section 7. Application of Mitigation Measures. The application of specific mitigation measures described in Section 6 (Subsections)-22) above to individual projects proposed as planned actions will be determined as part of the project review process, consistent with SEPA, the Institutional Overlay and Master Development Plan.

Section 8. Monitoring the Planned Action. The City of Yakima Community and Economic Development Director shall monitor implementation of the planned action designated by this ordinance and shall report to the City of Yakima City Council periodically concerning such implementation and the potential need for an update. If it is

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determined by the City of Yakima Community & Economic Development Director or the City of Yakima City Council that an update is necessary, the City of Yakima Community & Economic Development Director shall initiate the update using the procedures for adoption of a planned action set forth in SEPA and the procedures for any necessary Comprehensive Plan, Subarea Plan, or development regulation amendments set forth in the City of Yakima's ordinances, or other applicable laws.

Section 9. Development Agreement. The City of Yakima and Yakima Valley Memorial Hospital have prepared a Development Agreement pursuant to Chapter 15.31 YMC and this Ordinance. The Development Agreement includes specific details with regard to how each required mitigating measure and condition of approval shall be implemented. The approval of the master planned development herein is contingent upon and subject to execution and approval of such Development Agreement.

Section 10. Street Vacation Procedures Authorized. Pursuant to the approval of the planned action herein, procedures for vacation of streets identified within the subject master development plan are hereby authorized to be implemented in accordance with the phasing of development within the planned action, and in accordance with applicable state law and city policies.

Section 11. Amendment of Comprehensive Plan and Zoning Map. The comprehensive plan and official zoning map of the City of Yakima are hereby amended to conform to the action approved herein, to the extent such amendment is warranted.

Section 12. Severability. If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or the constitutionality of any other section, sentence, clause or phrase of this ordinance.

Section 13. Effective Date. This ordinance shall be in full force and effect 30 days after its passage, approval, and publication as provided by law and by the City Charter.

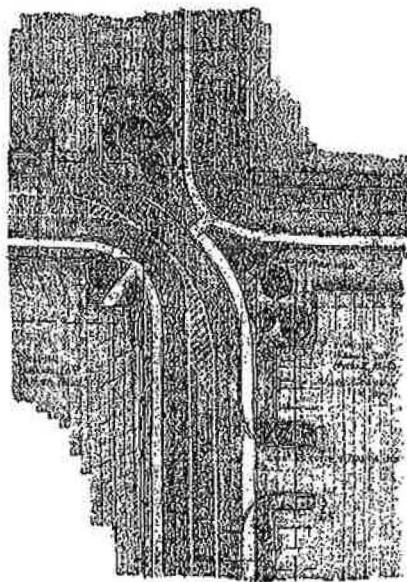
PASSED BY THE CITY COUNCIL, signed and approved this 18th day of January, 2011.

/s/ Micah Cawley
Micah Cawley, Mayor

/s/ Deborah Kloster City
Clerk

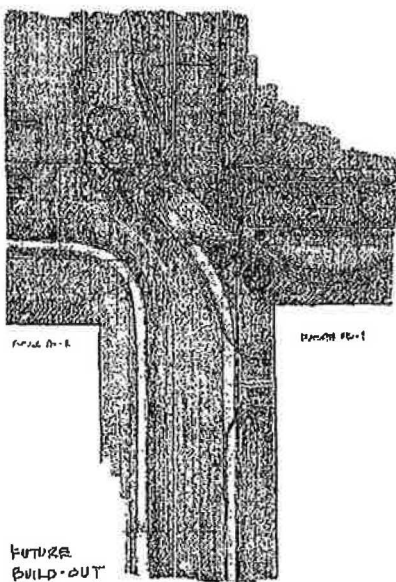
Publication Date: January 21, 2011
Effective Date: February 20, 2011

Attachment "Q"
Conceptual Street Vacation Drawing



STAGE 1

28th & Walnut



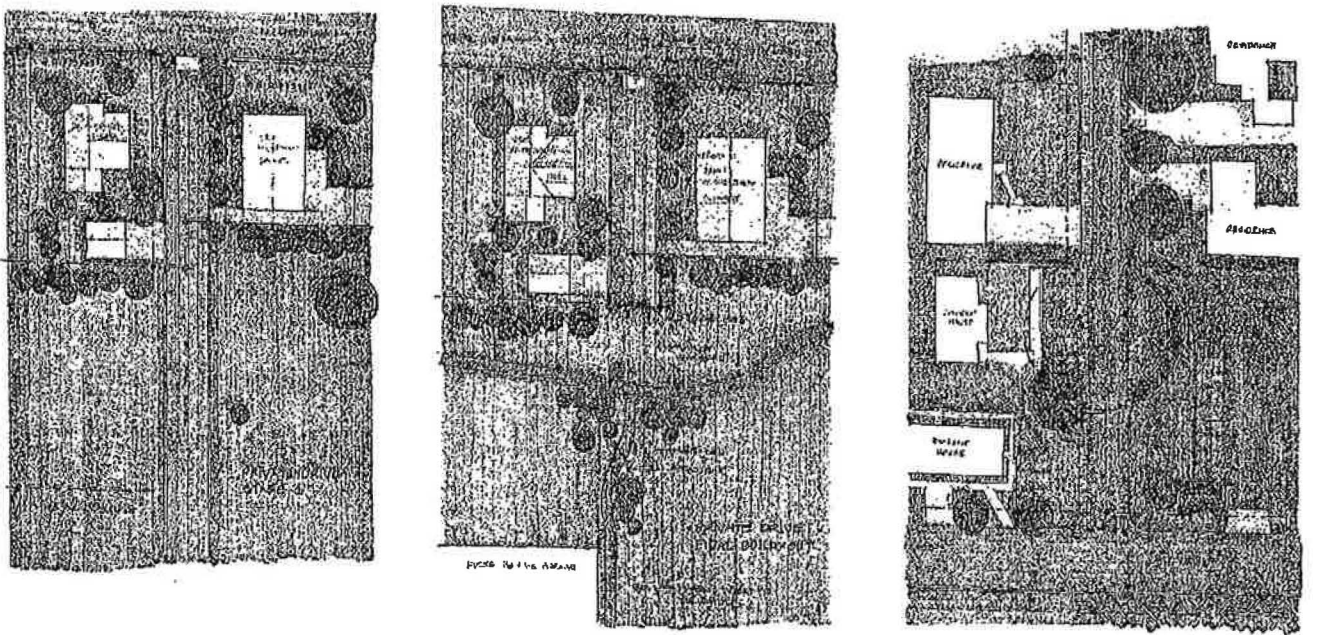
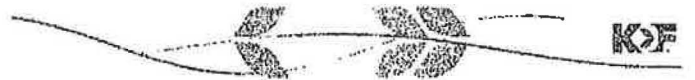


FIGURE 24
S29th & W. Chestnut 7/16/2010
 V-MH Master Plan
 Conceptual Street Vacation Plans

0 25 50 100



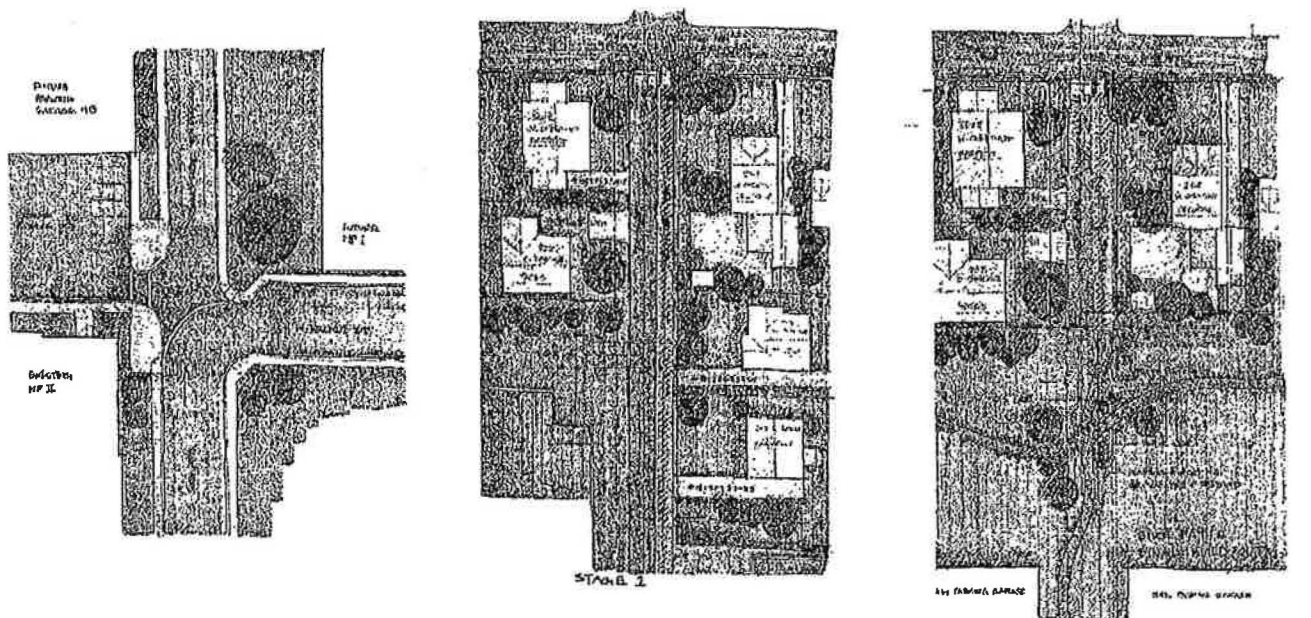


FIGURE 25

30th & W. Chestnut
 VMMF Master Plan
 Conceptual Street Vacation Plans

7/16/2010



Attachment "R"
Right-of-Way Vacation Ordinance

ORDINANCE NO. 2011-04

AN ORDINANCE relating to land use; vacating certain portions of right-of-way in the vicinity of S. 29th and 30th Avenues north of Tieton Drive, and south of Chestnut Avenue.

WHEREAS, by application dated August 3, 2010, Yakima Valley Memorial Hospital (YVMH) requested a vacation of portions of platted City of Yakima right-of-way more particularly described in Exhibit "A", attached hereto and incorporated herein by this reference; and

WHEREAS, the City of Yakima has no future plans for development of this paved, platted right-of-way; and

WHEREAS, YVMH, the applicant/petitioner for this right-of-way vacation, owns more than the necessary two thirds of the parcels abutting the property subject to this petition for vacation; and

WHEREAS, Brenton Noel and Hannah Noel, husband and wife, Mike Schmitt and Lori Schmitt, husband and wife, Michael Balmelli, a single man, Thomas McLean and Deborah McLean, husband and wife, Joseph Delorme and Lisa Delorme, husband and wife, Linda Yates, a single woman, and James Barrett and Lora Barrett, husband and wife, who own property adjacent to a portion of the streets proposed for right-of-way vacation, have not objected to the street vacations and will be required to, as a condition to effectuate this Ordinance, execute an agreement with YVMH, which will include provisions for access, maintenance, and repair of the vacated portions of the street adjacent to their property ; and

WHEREAS, on October 28, 2010, the Hearing Examiner for the City of Yakima conducted an open-record public hearing regarding the requested right-of-way vacation; and

WHEREAS, on November 12, 2010, the Hearing Examiner issued Hearing Examiner's Recommendation regarding the requested vacation of right-of-way (Decision No. RWV #002-10)(the "recommendation"), recommending that the platted streets of S. 29'h and 30th Avenues rights-of-way be vacated per the petition, said recommendation being attached hereto and incorporated herein by this reference as Exhibit "B"; and

WHEREAS, at an open-record public hearing held on December 7, 2010, the City Council considered the requested right-of-way vacation, including the documents and other evidence which comprise the record developed before the Hearing Examiner, the Hearing Examiner's Recommendation, and the statements and comments of interested persons; and

WHEREAS, the City Council finds that the considerations of the Hearing Examiner in response to the requirements and criteria of RCW Chapter 35.79, together with the City of Yakima street vacation policy, are correct and appropriate, and that the same should be adopted by the City Council as its findings herein; and

WHEREAS, compensation to the City is necessary for this right-of-way vacation in the amount of \$127,050, \$63,550 for S. 29th, and \$63,500 for S. 30th; Avenues, and

WHEREAS, the City Council finds that it is in the best interest of the City to enact the following to approve the requested right-of-way vacation; now therefore,

BE IT ORDAINED BY THE CITY OF YAKIMA:

Section 1. The platted rights-of-way for S. 29th and 30th Avenues running north and south as, more particularly described in Exhibit "A", attached hereto and incorporated herein by this reference, are hereby vacated by the City of Yakima.

Section 2. The findings, conclusions and conditions within the November 12, 2010, Hearing Examiner's Recommendation (RWV#001-09) regarding this right-of-way vacation are hereby adopted by the City Council as its findings, conclusions and conditions in support hereof, pursuant to City vacation policy and RCW Chapter 35.79, and are incorporated herein by this reference as if fully set forth herein.

Section 3. The right-of-way vacation granted by this ordinance is expressly conditioned on YVMH's satisfaction of the following conditions, as stated on pages 47-49 of the Hearing Examiner's Recommendation:

1. The vacated rights-of-way shall be zoned either R-1, Single-Family Residential, R-2, Two-Family Residential, or R-3, Multi-Family Residential, with an Institutional Overlay designation dependent upon the adjoining properties zoning designation.
2. An independent appraisal has been conducted for the proposed street vacations prior to the City Council Review of this proposal. Compensation, in the amount of \$127,050, \$63,550 for S. 29th, and \$63,500 for S. 30th; Avenues (50% of the appraised value) shall be paid to the City of Yakima.
3. Prior to initiating any activities associated with the expansion of existing buildings or the construction of new buildings on the Hospital campus, S. 29th and S. 30th Streets shall be vacated and closed to vehicular traffic in accordance with the conditions of this street vacation ordinance and the conceptual street vacation plans depicted in Attachment "Q" of the Development Agreement between the City of Yakima and YVMH. No cul-de-sacs or hammerheads shall be required. The campus closure shall also be accompanied by the construction of a *traffic* diverter at the intersection of S. 28th and West Walnut Street. This diverter shall be designed and constructed, subject to City approval, in accordance with the conceptual design also depicted in Attachment "Q" of the Development Agreement.
 - a. Upon approval of the street vacation the vacation shall not be considered final until the required street vacation fee is paid, the necessary implementation documents have been executed between YVMH and the affected, adjoining property owners, and copies of the documents, with recording information for those documents recorded with the Yakima County Auditor, have been provided to the City of Yakima. YVMH shall have one year from the date of City Council approval to satisfy these conditions and may request up to one additional year extension.
 - b. Prior to approval of the proposed street vacation ordinance being recorded a master utility plan shall be created and submitted to the

*Yakima Valley Memorial Hospital
Development Agreement*

City of Yakima Planning Department for approval identifying all existing, and proposed utility lines and easements.

- c. Upon approval of the master utility plan any and all utilities not identified as being protected by a utility easement shall have an easement recorded in conjunction with the street vacations.

Section 4. Severability: If any section, subsection, paragraph, sentence, clause or phrase of this ordinance is declared invalid or unconstitutional for any reason, such decision shall not affect the validity of the remaining portions of this ordinance.

Section 5. This ordinance shall be in full force and effect 30 days after its passage, approval, and publication as provided by law and by the City Charter.

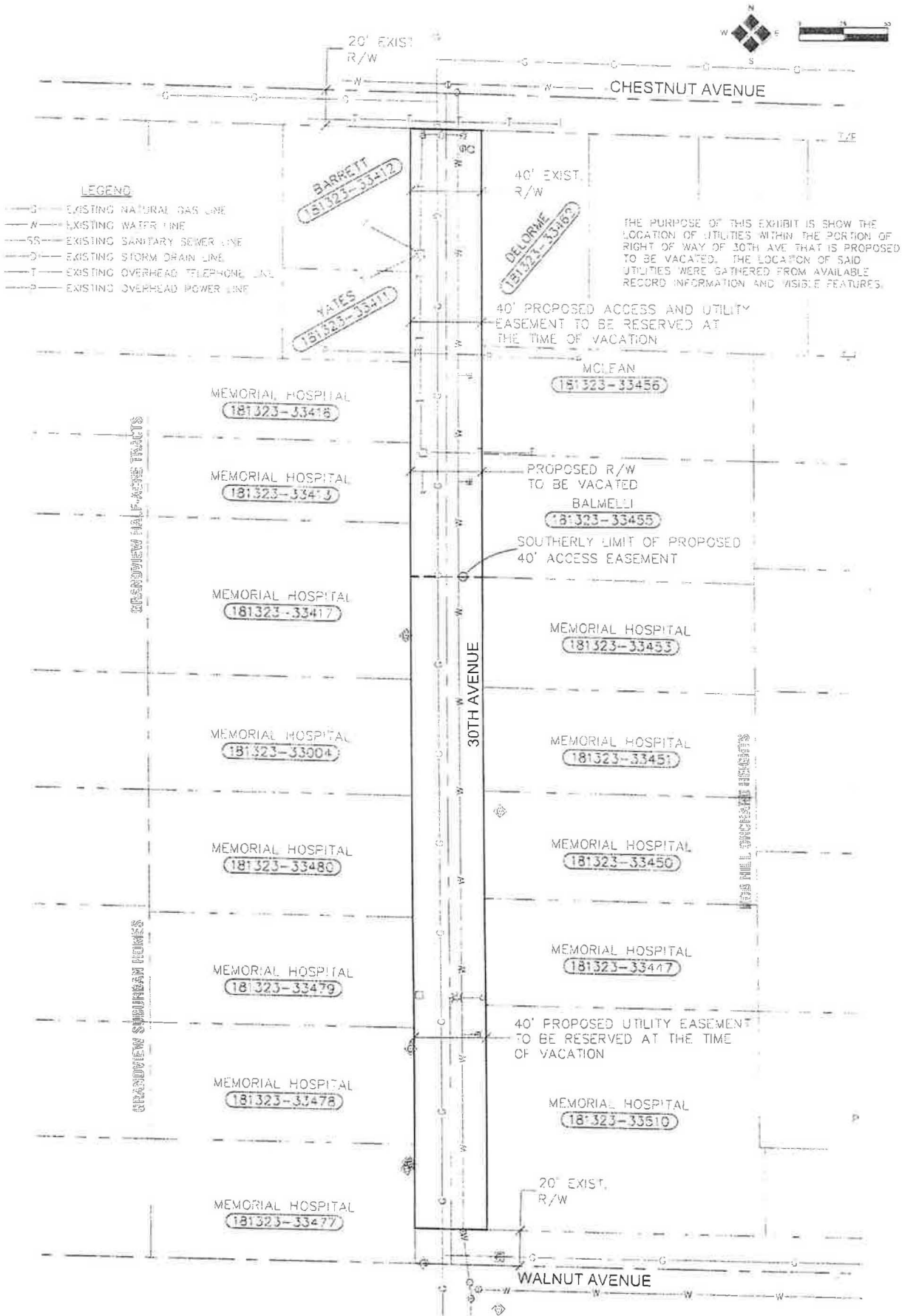
PASSED BY THE CITY COUNCIL at a regular meeting and signed and approved this 18th day of January, 2011.

/s/ Micah Cawley
Micah Cawley, Mayor

ATTEST:

/s/ Deborah Kloster City
Clerk

Publication Date: January 21, 2011
Effective Date: February 20, 2011



ORDINANCE NO. 2011-04

AN ORDINANCE relating to land use; vacating certain portions of right-of-way in the vicinity of S. 29th and 30th Avenues north of Tieton Drive, and south of Chestnut Avenue.

WHEREAS, by application dated August 3, 2010, Yakima Valley Memorial Hospital (YVMH) requested a vacation of portions of platted City of Yakima right-of-way more particularly described in Exhibit "A", attached hereto and incorporated herein by this reference; and

WHEREAS, the City of Yakima has no future plans for development of this paved, platted right-of-way; and

WHEREAS, YVMH, the applicant/petitioner for this right-of-way vacation, owns more than the necessary two thirds of the parcels abutting the property subject to this petition for vacation; and

WHEREAS, Brenton Noel and Hannah Noel, husband and wife, Mike Schmitt and Lori Schmitt, husband and wife, Michael Balmelli, a single man, Thomas McLean and Deborah McLean, husband and wife, Joseph Delorme and Lisa Delorme, husband and wife, Linda Yates, a single woman, and James Barrett and Lora Barrett, husband and wife, who own property adjacent to a portion of the streets proposed for right-of-way vacation, have not objected to the street vacations and will be required to, as a condition to effectuate this Ordinance, execute an agreement with YVMH, which will include provisions for access, maintenance, and repair of the vacated portions of the street adjacent to their property ; and

WHEREAS, on October 28, 2010, the Hearing Examiner for the City of Yakima conducted an open-record public hearing regarding the requested right-of-way vacation; and

WHEREAS, on November 12, 2010, the Hearing Examiner issued Hearing Examiner's Recommendation regarding the requested vacation of right-of-way (Decision No. RWV #002-10)(the "recommendation"), recommending that the platted streets of S. 29th and 30th Avenues rights-of-way be vacated per the petition, said recommendation being attached hereto and incorporated herein by this reference as Exhibit "B"; and

WHEREAS, at an open-record public hearing held on December 7, 2010, the City Council considered the requested right-of-way vacation, including the documents and other evidence which comprise the record developed before the Hearing Examiner, the Hearing Examiner's Recommendation, and the statements and comments of interested persons; and

WHEREAS, the City Council finds that the considerations of the Hearing Examiner in response to the requirements and criteria of RCW Chapter 35.79, together with the City of Yakima street vacation policy, are correct and appropriate, and that the same should be adopted by the City Council as its findings herein; and

WHEREAS, compensation to the City is necessary for this right-of-way vacation in the amount of \$127,050, \$63,550 for S. 29th, and \$63,500 for S. 30th; Avenues, and

WHEREAS, the City Council finds that it is in the best interest of the City to enact the following to approve the requested right-of-way vacation; now therefore,

BE IT ORDAINED BY THE CITY OF YAKIMA:

Section 1. The platted rights-of-way for S. 29th and 30th Avenues running north and south as, more particularly described in Exhibit "A", attached hereto and incorporated herein by this reference, are hereby vacated by the City of Yakima.

Section 2. The findings, conclusions and conditions within the November 12, 2010, Hearing Examiner's Recommendation (RWV#001-09) regarding this right-of-way vacation are hereby adopted by the City Council as its findings, conclusions and conditions in support hereof, pursuant to City vacation policy and RCW Chapter 35.79, and are incorporated herein by this reference as if fully set forth herein.

Section 3. The right-of-way vacation granted by this ordinance is expressly conditioned on YVMH's satisfaction of the following conditions, as stated on pages 47-49 of the Hearing Examiner's Recommendation:

1. The vacated rights-of-way shall be zoned either R-1, Single-Family Residential, R-2, Two-Family Residential, or R-3, Multi-Family Residential, with an Institutional Overlay designation dependent upon the adjoining properties zoning designation.
2. An independent appraisal has been conducted for the proposed street vacations prior to the City Council Review of this proposal. Compensation, in the amount of \$127,050, \$63,550 for S. 29th, and \$63,500 for S. 30th; Avenues (50% of the appraised value) shall be paid to the City of Yakima.
3. Prior to initiating any activities associated with the expansion of existing buildings or the construction of new buildings on the Hospital campus, S. 29th and S. 30th Streets shall be vacated and closed to vehicular traffic in accordance with the conditions of this street vacation ordinance and the conceptual street vacation plans depicted in Attachment "Q" of the Development Agreement between the City of Yakima and YVMH. No cul-de-sacs or hammerheads shall be required. The campus closure shall also be accompanied by the construction of a traffic diverter at the intersection of S. 28th and West Walnut Street. This diverter shall be designed and constructed, subject to City approval, in accordance with the conceptual design also depicted in Attachment "Q" of the Development Agreement.
 - a. Upon approval of the street vacation the vacation shall not be considered final until the required street vacation fee is paid, the necessary implementation documents have been executed between YVMH and the affected, adjoining property owners, and copies of the documents, with recording information for those documents recorded with the Yakima County Auditor, have been provided to the City of Yakima. YVMH shall have one year from the date of City Council approval to satisfy these conditions and may request up to one additional year extension.
 - b. Prior to approval of the proposed street vacation ordinance being recorded a master utility plan shall be created and submitted to the

City of Yakima Planning Department for approval identifying all existing, and proposed utility lines and easements.

- c. Upon approval of the master utility plan any and all utilities not identified as being protected by a utility easement shall have an easement recorded in conjunction with the street vacations.

Section 4. Severability: If any section, subsection, paragraph, sentence, clause or phrase of this ordinance is declared invalid or unconstitutional for any reason, such decision shall not affect the validity of the remaining portions of this ordinance.

Section 5. This ordinance shall be in full force and effect 30 days after its passage, approval, and publication as provided by law and by the City Charter.

PASSED BY THE CITY COUNCIL at a regular meeting and signed and approved this 18th day of January, 2011.



Micah Cawley, Mayor

ATTEST:


City Clerk

Publication Date: January 21, 2011

Effective Date: February 20, 2011

Certified to be a true and correct copy of the original filed in my office.

By



CITY CLERK

Deputy



Exhibit "A"

Legal Description for Vacated Portion of South 29th Avenue:

That portion of 29th Avenue (Apple Way) as shown on the plat of NOB HILL ORCHARD HEIGHTS ADJOINING NORTH YAKIMA, according to the official plat thereof recorded on Volume 'E', Page 25, records of Yakima County, Washington, lying Southerly of the Southerly Right of Way line of Chestnut Avenue (Orchard Avenue) and North of the Northerly Right of Way line of Walnut Street.

Legal Description for Vacated Portion of South 30th Avenue:

That portion of 30th Avenue as shown on the plat of NOB HILL ORCHARD HEIGHTS, according to the official plat thereof recorded in Volume 'E', Page 25, the plat of GRANDVIEW SUBURBAN HOMES, according to the official plat thereof recorded in Volume 'H', Page 15, the plat of GRANDVIEW HALF-ACRE TRACTS, according to the official plat thereof, recorded in Volume 'G', Page 12, and the plat of DE FOE QUARTER ACRES, according to the official plat thereof recorded in Volume 'H', Page 2, records of Yakima County, Washington, lying Southerly of the Southerly Right of Way line of Chestnut Avenue (Orchard Avenue) and North of the Northerly Right of Way line of Walnut Street.

All Situate in Yakima County, Washington.