

**CITY OF RICHLAND DEVELOPMENT SERVICES DIVISION
STAFF REPORT TO THE HEARING EXAMINER**

GENERAL INFORMATION:

PROPOSAL NAME: 2155 Keene Road, Rezone

LOCATION: 2155 Keene Road - Richland, Washington

APPLICANT: Columbia Valley Property Holdings, Mallikarjuna Vallem

PROPERTY
OWNER: Columbia Valley Property Holdings, Mallikarjuna Vallem

FILE NO.: Z2023-106

DESCRIPTION: Request to rezone Parcel 122983000002005 from Suburban Agriculture (SAG) and Agriculture (AG) to Retail Business (C-2).

PROJECT TYPE: Type IIIA Site-Specific Rezone

HEARING DATE: July 14, 2023 (Continued)

REPORT BY: Kyle Hendricks, Planner

RECOMMENDED
ACTION: Approve with conditions

**Vicinity
Map**

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Figure 1 - Vicinity Map

DESCRIPTION OF PROPOSAL

The completion of a boundary line adjustment in 2022 has resulted in a wedge-shaped parcel approximately 4.7 acres in size. This parcel is currently zoned Agriculture (AG) and Suburban Agriculture (SAG). In accordance with contract #92-10 and Ordinance 2022-03 in association with the Richland Comprehensive Plan, the applicant is proposing to rezone this parcel to the Retail Business Commercial District (C-2). Figure 1 (above) shows the site within its larger context.

In addition to this request the applicant has proposed several code adjustments that would limit development to 40 feet in height, rather than 80 feet as is currently allowed in the C-2 zone. The 40-foot height restriction is proposed to satisfy the Contract 92-10 and Ordinance 2022-103 commitments. Development will also be oriented away from the western boundary of this parcel, generally directed to the northeast towards the future intersection of Queensgate and Keene Road. The applicants have indicated that the landscaped storm pond retention area associated with The Terraces at Queensgate South will also provide buffering between any new development on the subject property and the homes located within Country Ridge Estates. Application materials indicate that the distance between the western boundary of the subject property and the Country Ridge Estates development, also known as tract E, will be

approximately 145 feet. The applicant has provided documents included in Exhibit 1, which state that Columbia Valley Property Holdings is willing to enter into a Property Use and Development agreement to create a 204-foot setback between the Country Ridge Boundary and commercial development.

REASON FOR REQUEST

Richland Municipal Code (RMC) Chapter 19.20.010(D)(1) 19.20.030, and 19.25.010 requires a site-specific rezone review to take place by the Hearing Examiner. See additional RMC guidance for the Hearing Examiner, below:

19.20.010 Procedures for processing development permits

For the purpose of project permit processing, all development permit applications shall be classified as one of the following: Type I, Type II, Type III, or Type IIIA.

D. Type IIIA permits include the following types of permit applications:

1. Site-specific rezones;

19.60.060 Burden of proof

Except for Type IV actions, the burden of proof is on the proponent. The project permit application must be supported by proof that it conforms to the applicable elements of the city's development regulations, comprehensive plan and that any significant adverse environmental impacts have been adequately addressed.

23.22.010 Purpose of commercial use districts

C. The retail business use district (C-2) is a business zone classification providing for a wide range of retail business uses and services compatible to the core of the city and providing a focal point for the commerce of the city. All activities shall be conducted within an enclosed building except that off-street loading, parking, and servicing of automobiles may be in the open and except that outdoor storage may be permitted when conducted in conjunction with the principal operation which is in an enclosed adjoining building. This zoning classification is intended to be applied to some portions of the city that are designated commercial under the city of Richland comprehensive plan.

23.70.210(A) Public hearing and recommendation to council

Reclassification. The hearing examiner shall conduct an open record public hearing as required by RMC Title 19 for a Type IIIA permit application. The recommendation shall include written findings of fact and the reasons for the hearing examiner's action; and shall refer expressly to the maps, description and other matters intended by the hearing examiner to constitute the reclassification.

Additional Considerations.

Washington Courts apply three basic rules when reviewing appeals of rezone applications: (1) there is no presumption favoring the rezone request; (2) the proponent must demonstrate that there has been a change of circumstances since the original zoning provided if a proposed rezone implements the policies of the comprehensive plan, a showing of changed circumstances is usually not required; and (3) the rezone must have a substantial relationship to the public health, safety, morals or general welfare.

For the purposes of this rezone request, the central questions presented are:

1. Whether the requested rezone implements policies of the City's Comprehensive Plan, and /or whether there has been a change of circumstances since the original Medium Density Residential (R-2) zoning was adopted for the site?
2. Does the rezone bear a substantial relationship to the public health, safety, morals, or general welfare?

REVIEW AUTHORITY

Richland Municipal Code (RMC) Chapter 19.20.010(D)(1) 19.20.030, and 19.25.010 requires a site-specific rezone review to take place by the Hearing Examiner.

SITE DESCRIPTION & ADJACENT LAND USES

The 4.7-acre site near 2155 Keene Rd is a wedge-shaped undeveloped lot of varied elevation. The lot is generally flat near the northwest corner, before a significant increase of elevation to the southeast before flattening out again near the eastern edge of the lot.

CURRENT LAND USE DESIGNATION AND USES:

North: A strip of Developed Open Space (DOS) followed by Commercial (COM) varied stores.

East: Commercial (COM) undeveloped

South: Medium Density Residential (MDR)

West: Low density Residential (LDR) proposed storm retention, followed by single family homes in Country Ridge.

**Land Use
Map**

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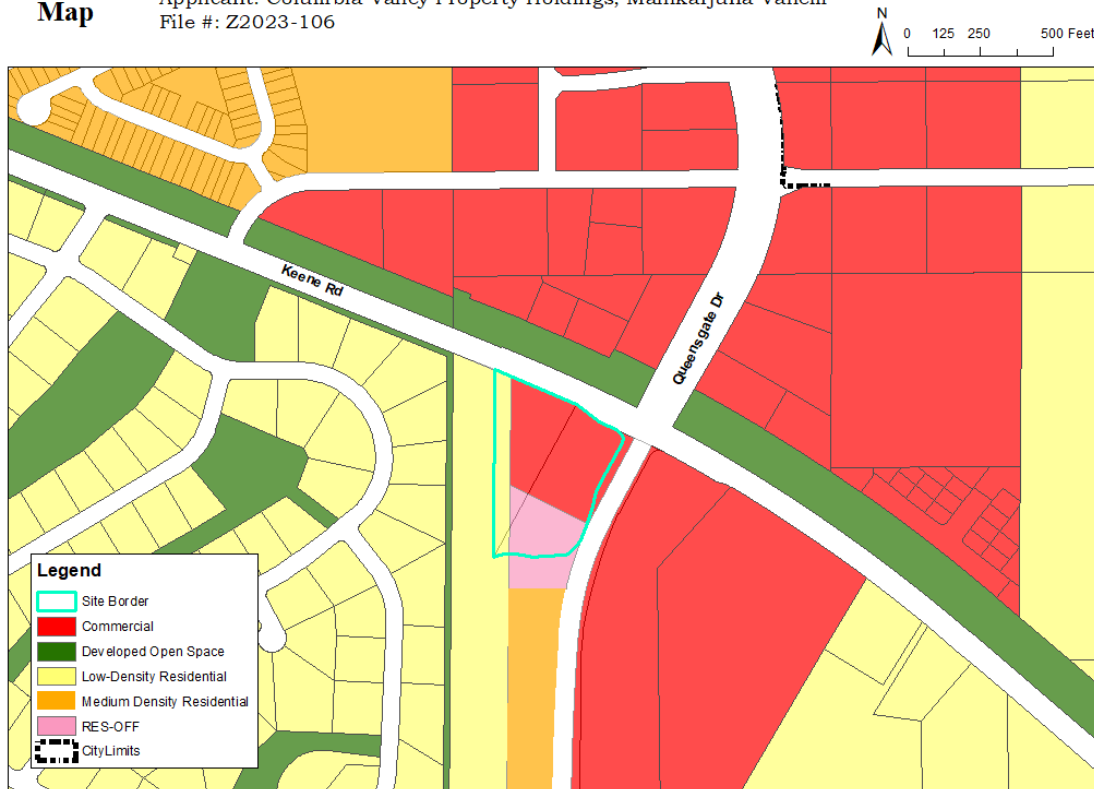


Figure 2 – Comprehensive Plan Land Use Map

COMPREHENSIVE PLAN

As illustrated in Figure 2 (above), the Comprehensive Plan Land Use designates the site primarily for commercial and residential office use, which correlates with the C-LB zone within the Richland Municipal Code. A small portion along the western boundary is designated as low density residential. This portion was captured by the previously mentioned boundary line adjustment to create the whole wedge-shaped parcel. This proposal wants to create a single use type for this area, with consideration for buffers with the nearby single-family dwellings.

Applicable Goals & Policies

Provided below is a set of Comprehensive Plan goals & policies which are particularly applicable to the subject property and associated proposals.

Economic Development Goal 6: Encourage vibrant mixed-use areas in Tri-Cities as destinations to live, work, and visit.

Policy 1: Stimulate the development of quality retail and entertainment venues through incentives and infrastructure investments.

Economic Development Goal 7: Recognize parks, natural areas, and a built environment with quality design for the value they offer as major attractions.

Policy 4: Promote quality design for public projects as well as private developments.

Land Use Goal 1: Plan for growth within the urban growth area and promote compatible land use.

Policy 1: Revitalize areas that are already within the City.

Policy 2: Facilitate planned growth and infill developments within the City.

Land Use Goal 2: Establish land uses that are sustainable and create a livable and vibrant community.

Policy 1: Maintain a variety of land use designations to accommodate appropriate ... commercial...uses that will take advantage of the existing infrastructure network.

Policy 3: Ensure that the intent of the land use and districts are maintained.

Land Use Goal 4: Promote commercial and industrial growth that supports the City's economic development goals.

Policy 1: Accommodate a variety of commercial land uses including retail and wholesale sales and services, and research and professional services.

Policy 4: Encourage the use of buffers or transition zones between non-compatible land uses.

Policy 5: In areas where residential uses are in close proximity to industrial or commercial lands, adequate development standards should be used in industrial or commercial developments to mitigate the impacts on residential uses.

Land Use Goal 5: Ensure connectivity that enhances community access and promotes physical, social, and overall well-being so residents can live healthier and more active lives.

Policy 1: Locate commercial uses so that they conveniently serve the needs of residential neighborhoods, workplaces, and are easily accessible via non-motorized modes of transport.

CURRENT ZONING

The subject site is currently zoned Agriculture (AG) and Suburban Agriculture (SAG), which are intended for more rural settings with agricultural and large lot residential related uses. As the area develops, the AG and SAG zones will be incompatible with the intention of the property owner and recently approved Planned Unit Development (PUD) commonly referred to as The Terraces at Queensgate South (PUD2022-101). Surrounding parcels are zoned as follows:

North: PPF and C-3/C-1, developed bike and pedestrian trail and various commercial uses like restaurant and gas station (north of Keene Road).

East: PUD, planned unit development/Terraces at Queensgate South

South: PUD, planned unit development/Terraces at Queensgate South

West: PUD, planned unit development/Terraces at Queensgate South

Zoning Map

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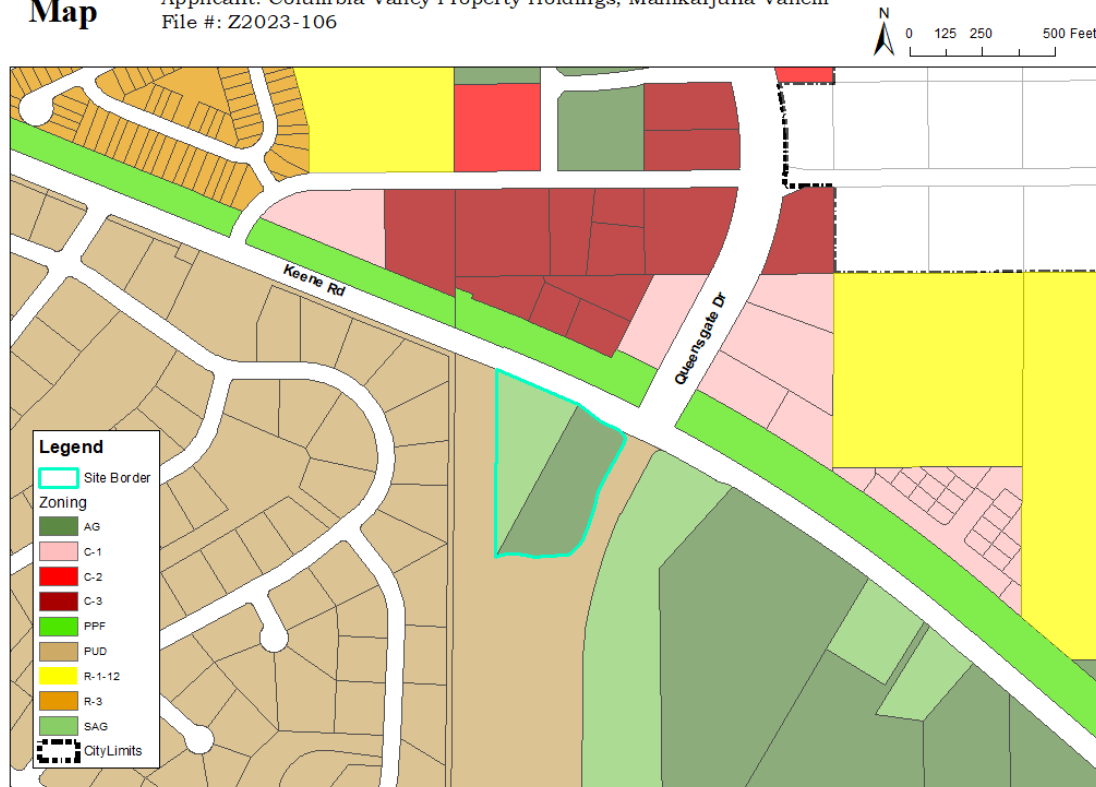


Figure 3 – Zoning Map

REQUESTED ZONING

Following the applicant's request, City staff is presenting this staff report and associated application materials for a site-specific rezone of 4.7 acres from AG and SAG to Retail Business Use District (C-2).

The retail business use district (C-2) is a business zone classification providing for a wide range of retail business uses and services compatible to the core of the city and providing a focal point for the commerce of the city. All activities shall be conducted within an enclosed building except that off-street loading, parking, and servicing of automobiles may be in the open and except that outdoor storage may be permitted when conducted in conjunction with the principal operation which is in an enclosed adjoining building. This zoning classification is intended to be applied to some portions of the city that are designated commercial under the city of Richland comprehensive plan.

This zone would allow for a variety of food, office, and retail uses. The application materials state an intent to limit the automotive and some residential uses that are permitted within C-2.

Figure 4 – Site Requirements

	C-LB	C-1	C-2
Front Yard Setback Minimum	20 feet	45 feet	0 feet ²
Side Yard Setback Minimum	0 feet	0 feet	None (See Exhibit 1, and discussed below)
Rear Setback Minimum	0 feet	0 feet	None
Height	55 feet	30 feet	80 feet (Proposed 40 feet)

2. No setback required if street right-of-way is at least 80 feet in width. Otherwise, a minimum setback of 40 feet from street centerline is required.

AREA NARRATIVE

In 2010 a development agreement was created (Contract #92-10)(Exhibit 4) to guide the development of the area. A main takeaway from this agreement was to have a buffer area of two tiers of low-density residential lots with a road located between Country Ridge Estates and any future commercial development on the neighboring property. This agreement was then modified by Ordinance 2022-03 (Exhibit 5) to include various provisions related to development and local character changes since the original agreement was created. As a part of this agreement the zones C-LB, C-1, and C-2 were all agreed to be appropriate for the area subject to this rezone request.

In October of 2022, a Boundary Line Adjustment was approved by the city, which produced the 4.7-acre property that is the subject of this application (Exhibit 6).

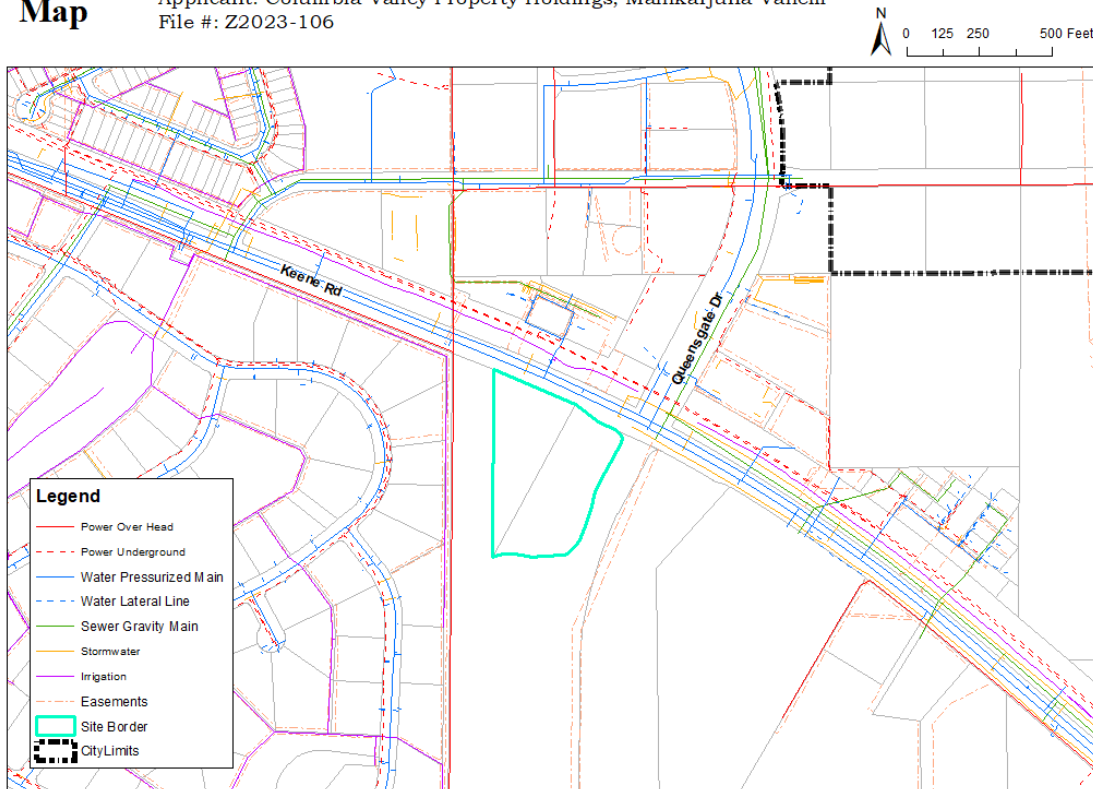
In June 2022 Aqtera Engineering submitted an application to create a planned unit development on the adjacent property (Adjusted Lot 4 – PUD2022-101). A determination of non-significance was issued for the project after Notices of Application were sent to nearby property owners. A public hearing was held by the Richland Hearing Examiner on January 9, 2023. This item was approved with various conditions of approval by the Richland City Council on May 2nd, 2023.

UTILITY AVAILABILITY

There are existing domestic water, sewer, storm, irrigation, and electrical power line connections in place near the site with adequate capacity to supply the proposed project.

Utility Map

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Sewer

There are two existing 12-inch gravity mains at the intersection of Queensgate Dr and Keene Rd. One runs north along Queensgate, and the other runs along Keene Rd.

Water

There is a 24-inch distribution main that runs along the Keene Rd right-of-way.

Power

The site has an existing overhead primary conductor running along the eastern boundary of the PUD site. There are also underground primary conductors that run along the Keene Rd right-of-way.

Stormwater

There are 10-inch gravity main stormwater drainage connections located along the Keene Rd right-of-way.

Irrigation

A three-inch distribution main irrigation line runs along the Country Ridge boundary to the west of the site. A one-inch distribution main is approximately located across the Keene Rd right-of-way.

TRANSPORTATION & ACCESS

The site is currently vacant and only allows access via a dirt road at the intersection of Queensgate Dr and Keene Rd. The Terraces at Queensgate South Planned Unit Development shows that Queensgate Dr will be constructed through the area and connects with Shockley Rd approximately 1,680 feet to the south. This PUD plan shows a driveway for the subject property connecting to a secondary planned street, named Lambert Dr.

According to recent city information there is one Benton Franklin Transit bus route along Keene Rd (Route 123). The bus stop is located adjacent to the northern boundary of the site.

EASEMENTS

There are no easements that are currently recorded on the site. Future utility installations may require easement recording.

FIRE SAFETY

The nearest fire hydrant is located across Keene Rd, approximately 100 feet from the nearest northern boundary of the site.

SCHOOLS

The only nearby school is Orchard Elementary School, more than 1.5 miles away, by way of street travel. This application does not indicate an intent for residential properties on this specific site. However, nearby properties within the PUD are planned to have a variety of housing options.

SEPA

This proposal is not subject to State environmental review under the State Environmental Policy Act. Pursuant to WAC 197-11-800(6)(c) the rezone application qualifies as a categorically exempt action.

CRITICAL AREAS

The subject site does not lie within any critical areas identified by the city. The Washington Department of Fish and Wildlife identifies a presumptive shrub steppe habitat near the southern portion of this site; however, a grading permit (GR18-01074) was ready to issue, but never picked up, therefore that permit has been cancelled since. From aerial images available to the city between 2016 and 2022, minor vegetation clearing & grading has occurred, small vegetation has grown back in certain areas of the lot.

SHORELINE MASTER PROGRAM

The subject site lies outside of the jurisdiction of the Shoreline Master Program. This rezone request will have no effect on shorelines of statewide significance. Shoreline permitting requirements are not applicable with this rezone request.

AGENCY COMMENTS

A variety of public agencies and City departments were given an opportunity to comment on the proposal. While comments were received, no comments were regarding this zoning action.

The Washington Department of Fish and Wildlife did note that that a few young trees have begun to grow since the site was last graded, this may be nesting habitat for songbirds, a protected wildlife under RCW 77.12.020(3). They recommend that development occurs outside of the nesting season, approximately February 1 – July 31. They also recommend that before any development or removal of vegetation, that the area is surveyed at least one week prior to any such activities, for any nesting that may have occurred. Active nests are protected under the Migratory Bird Treaty Act.

PUBLIC COMMENTS

Owners of all properties within 300-feet of the plat site were directly notified of the project by way of USPS mailing. As of the date of this report, city staff have received two comment letters, one from the Country Ridge Homeowners Association, and the other from a nearby resident. Both of these letters expressed strong concern over the buffer area between Country Ridge and the proposed rezone, and future development. In particular, these letters contend that the buffer agreement pursuant to Contract 92-10 and Ordinance 2022-103 will not be met. Staff will address this issue further down in the staff report. Those who provided comments were informed that the applicant provided additional materials which addressed a setback. They were also informed that these materials would be included in Exhibit 1 for their review.

PUBLIC NOTICE

Notice of Hearing Mailed:	May 18, 2023
Notice of Hearing Posted:	May 18, 2023
Notice of Hearing Published:	May 28, 2023
Public Hearing (continued):	July 14, 2023

Notice of application and notice of hearing was provided through posting of the property, mailing of notice to property owners within 300 feet of the site and publication in the *Tri-City Herald* newspaper. Copies of the notices and affidavits are included in *Exhibit 3*.

ANALYSIS

The current zoning for this property, AG and SAG, are not only incompatible with the comprehensive plan designations of commercial and residential office, but they would underserve the proposed community described in the adjacent PUD. A small retail area that is zoned C-2 would provide opportunity to provide additional service that may be lacking in the immediate area. These services will be within a relatively close distance to current and future residents.

The development agreement (Contract 92-10) calls for a buffer between the residents of Country Ridge and future commercial development upon areas identified for such. This agreement primarily stated that two tiers of residential lots

with a street in between them and a masonry wall shall be constructed between the neighborhood and development of these lots to act as a buffer (Exhibit 4).

Based upon the language contained within contract 92-10 and ordinance 2022-103, staff believes that the distance between the eastern boundary of the Country Ridge Estates neighborhood and the western boundary of any commercially zoned property should be no less than 204'. This distance is the same as what will exist south and adjacent to proposed Lambert Drive in the R-1-12 portion of the Terraces at Queensgate South PUD (2022-101) and appears to be the minimum width necessary to contain two (2) rows of residential development with a street separating them. The applicant has provided documents that indicate they are willing to include a 204' total setback from the Country Ridge community boundary and commercial development. When considering the width of Tract E (145') this would result in approximately 59' of setback from the sites western property boundary and future development.

The proposed zoning change to C-2 is consistent with the direction set forth in the comprehensive plan, and the PUD created for the area. Planning staff recognizes the concerns from Country Ridge Estate residents of commercially zoned property near a residential boundary. With the conditions provided by the applicant below, and a 204' setback, staff believes the applicant has demonstrated compliance with Contract 92-10, Ordinance 2022-03, and the Planned Unit Development.

The application materials include a set of conditions/restrictions proposed by the applicant. If this request to rezone is approved, these conditions will require a Property Use and Development Agreement (PUDA) between the city and the owner, the conditions/restrictions within the application are listed below:

PROPOSED ZONING RESTRICTIONS

1. Uses

Future use of the subject properties shall be consistent with the land uses as identified in the C-2 Retail Business zone as it exists today (time of council review) or as it may be amended in the future; provided that the following uses shall not be permitted:

- a. Automotive Repair Uses;
- b. Car Wash;
- c. Fuel Station/Mini Mart;
- d. Truck Rentals;
- e. Truck Stop;
- f. Vehicle Sales;
- g. Contractor's Offices;
- h. Funeral Establishments;
- i. Laundry/Dry Cleaning Uses;
- j. Telemarketing Services;
- k. Emergency Shelters;
- l. Transitional Housing;
- m. Secondhand Store;

2. Design Standards.

- a. Buildings over 50 feet wide shall use one or more of the following techniques to divide building elevations into smaller parts: pronounced changes in massing; pronounced changes in wall planes; significant variations in the cornice/roofline.
- b. Building colors shall emphasize muted earth tones.
- c. The use of highly reflective or glossy materials shall be used for accents only.
- d. Rich materials and a variety of materials are encouraged on both wall planes, roof and ground plane. If used, stone or decorative block veneers shall highlight significant building features and massed elements.
- e. All sides of a building shall express consistent architectural detail and character.
- f. Site walls and screen walls shall be architecturally integrated with the building.
- g. Screening devices, site walls and enclosed service, loading and refuse areas should be designed to be an integral part of building architecture. All outdoor storage and refuse collection areas shall be screened.
- h. Extensive use of floor to ceiling glass storefronts is appropriate only under arcaded areas.
- i. Rooftop mechanical equipment shall be screened.
- j. All outdoor lighting for building security and for lighting parking areas shall be screened in a manner consistent with City outdoor lighting standards and shall generally be consistent with dark sky standards.
- k. All utilities serving commercial buildings shall be undergrounded.
- l. Building setbacks shall be consistent with C-2 zoning standards.
- m. Off-street parking requirements shall meet the minimum standards as identified in the City zoning code.

3. Development Standards

- a. Building height shall be limited to a maximum of 40 feet.
- b. Development shall be oriented to the east, towards Queensgate Drive or Keene Road and away from the Country Ridge property boundary.
- c. Landscaping and screening within the open space area on Tract E of the Terraces at Queensgate South PUD shall be in accordance with approved plans and shall be installed prior to or simultaneously with the completion of any commercial building within the site.
- d. Landscaping, screening or combination thereof shall be placed to block vehicle headlights from shining onto the adjacent residential properties for vehicles entering or exiting the site.
- e. The open space tract located along the western boundary of the site shall be reserved for storm drainage facilities and landscaping. Other possible improvements permitted on this site would be limited to walking or bicycle trails and possible park furniture such as benches, picnic tables or gazebos.

It should be noted that the requested rezone does not approve any development activity on the site. As with all development proposals, City development regulations will apply to any future/specific projects that may eventually be proposed on the site.

Staff also wants to address questions posed to Hearing Examiner under "Reason for Request":

1. Whether the requested rezone implements policies of the City's Comprehensive Plan, and /or whether there has been a change of circumstances since the original zoning was adopted for the site?
The site is already designated for commercial [COM] uses by the City's Comprehensive Plan. The requested rezone is meant to facilitate the applicant's plans to develop the site in a manner fully authorized by the appropriate commercial zoning regulations.
2. Does the rezone bear a substantial relationship to the public health, safety, morals, or general welfare?
It appears that the proposed rezone is consistent with this criterion because the rezone is consistent with the City's Comprehensive Plan, and any future, project-specific proposal will have to meet city development regulations, including SEPA, traffic impact reviews, public infrastructure concurrency reviews, and payment of any impact fees in effect at the time of an application.

Contract 92-10 clearly states that two (2) rows of residential development, separated by a street, should be the buffer width provided between Country Ridge Estates and any site proposed for commercial development. Based upon the applicant's recent PUD (The Terraces at Queensgate South), the buffer width should be no less than 204 feet (75' lot depth x's 2, plus 54' of right-of-way = 204 feet). The applicant has indicated that they are willing to provide this setback with commercial development.

SUGGESTED FINDINGS AND CONCLUSIONS

Staff has completed its review of the request for a change in zoning (Z2023-106) and recommends approval based on the updated information provided by the applicant, the conditions of approval below, and the following:

1. The applicant Peter Harpster and Aqtera Engineering is acting on behalf of the property owner, Columbia Valley Property Holdings LLC.
2. The application is to rezone Benton County Assessor's Tax Parcel Number 122983000002005.
3. The lot is zoned as Agriculture (AG) and Suburban Agriculture (SAG).
4. The requested zone change is to change the parcel to Retail Business (C-2).
5. C-LB, C-1, or C-2 may be zoned in this area.
6. The parcel is approximately 4.7 acres in size.
7. The note on Exhibit B-1 of Ordinance 2022-03 states:
"The boundary line between low density residential and the adjacent land use categories is not intended to depict a specific width for the low-density residential area. The width of the low-density residential area is intended to accommodate two tiers of residential lots with a street in between them. Some minor adjustments to the location of this boundary is anticipated as development of the area occurs." Staff does not believe this application is compliant with the intent of this note.
8. Section 10(A) of Contract 92-10 states:
"A buffer area of low-density residential development designated along the westerly property boundary of the Site, adjacent to the Country Ridge property line and zoned for R-1-12. The buffer would provide for two tiers of

single-family residential lots separated by a road corridor, providing for an overall density not to exceed three (3) lots per acre (inclusive of such road corridor) A Planned Unit Development may be utilized to achieve a density average consistent with this agreement. These lots would meet all R-1-12 zoning standards, and such lots adjoining the adjacent Country Ridge development shall be laid out with their rear yards facing the Country Ridge property line.”

9. In the application materials the buffer between the Country Ridge community and commercial development would be 175'. The buffer between the property lines is approximately 145'. As shown in PUD2022-101 the buffer to accommodate two tiers of low density residential and a street in between these residences was shown to be 204' Along Lambert Drive.
10. The applicant team has provided documents (Exhibit 1) that indicate Columbia Valley Property Holdings is willing to accommodate a 204' buffer between Country Ridge property and commercial development. This reflects the distance of two tiers of residential lots with a road in between shown to south in previously approved agreements.
11. The surrounding area is a part of the Terraces at Queensgate South Planned Unit Development.
12. This rezone would allow for retail uses near residential uses.
13. The site is located at the intersection of two Principal Arterial roads, Queensgate Dr and Keene Rd.
14. No portion of this proposed rezone is in the Shoreline Management Program's jurisdiction.
15. The site currently has no easements recorded.
16. The application is exempt from the provisions of the State Environmental Policy Act (SEPA), as identified in WAC 197-11-800(6)(c).
17. Notice requirements of RMC 19.30.040 have been met:
 - a. Notice of Hearing Mailed: May 18, 2023
 - b. Notice of Hearing Posted: May 18, 2023
 - c. Notice of Hearing Published: May 28, 2023

CONDITIONS OF APPROVAL

Staff suggests that the following conditions be contained within the Property Use and Development Agreement:

1. Should development occur upon Parcel 3 (subject property) prior to the completion of the *Terraces at Queensgate* Planned Unit Development project, the owner/applicant shall be required to complete the full buildout of the adjacent roadways and/or all associated frontage improvements along Parcel 3.
2. The location/establishment of driveways for Parcel 3 have been pre-approved as a result of The *Terraces at Queensgate PUD* project. Additional and/or relocated driveways onto Parcel 3 will not be allowed.

3. Any/all conditions which apply to The *Terraces at Queensgate PUD* project shall still be applicable once the site has been rezoned to C-2.
4. Future use of the subject properties shall be consistent with the land uses as identified in the C-2 Retail Business zone as it exists today (time of council review) or as it may be amended in the future; provided that the following uses shall not be permitted:
 - a. Automotive Repair Uses;
 - b. Car Wash;
 - c. Fuel Station/Mini Mart;
 - d. Truck Rentals;
 - e. Truck Stop;
 - f. Vehicle Sales;
 - g. Contractor's Offices;
 - h. Funeral Establishments;
 - i. Laundry/Dry Cleaning Uses;
 - j. Telemarketing Services;
 - k. Emergency Shelters;
 - l. Transitional Housing;
 - m. Secondhand Store;
5. Buildings over 50 feet wide shall use one or more of the following techniques to divide building elevations into smaller parts: pronounced changes in massing; pronounced changes in wall planes; significant variations in the cornice/roofline.
6. Building colors shall emphasize muted earth tones.
7. The use of highly reflective or glossy materials shall be used for accents only.
8. Rich materials and a variety of materials are encouraged on both wall planes, roof and ground plane. If used, stone or decorative block veneers shall highlight significant building features and massed elements.
9. All sides of a building shall express consistent architectural detail and character.
10. Site walls and screen walls shall be architecturally integrated with the building.
11. Screening devices, site walls and enclosed service, loading and refuse areas should be designed to be an integral part of building architecture. All outdoor storage and refuse collection areas shall be screened.
12. Extensive use of floor to ceiling glass storefronts is appropriate only under arcaded areas.
13. Rooftop mechanical equipment shall be screened.
14. All outdoor lighting for building security and for lighting parking areas shall be screened in a manner consistent with City outdoor lighting standards and shall generally be consistent with dark sky standards.
15. All utilities serving commercial buildings shall be undergrounded.
16. Building setbacks shall be consistent with C-2 zoning standards.
17. Off-street parking requirements shall meet the minimum standards as identified in the City zoning code.
18. Building height shall be limited to a maximum of 40 feet.

19. Development shall be oriented to the east, towards Queensgate Drive or Keene Road and away from the Country Ridge property boundary.
20. A setback measuring 204' shall be provided between the Country Ridge Estates and future commercial development to provide the buffer established within Contract 92-10, Ordinance 2022-03, and PUD2022-101.
21. Landscaping and screening within the open space area on Tract E of the Terraces at Queensgate South PUD shall be in accordance with approved plans and shall be installed prior to or simultaneously with the completion of any commercial building within the site.
22. Landscaping, screening or combination thereof shall be placed to block vehicle headlights from shining onto the adjacent residential properties for vehicles entering or exiting the site.
23. The open space tract located along the western boundary of the site shall be reserved for storm drainage facilities and landscaping. Other possible improvements permitted on this site would be limited to walking or bicycle trails and possible park furniture such as benches, picnic tables or gazebos.

EXHIBIT LIST

1. Application Materials
2. Zoning and Land Use Maps
3. Ord. 21-10
4. Contract 92-10
5. Ord. 2022-03
6. BLA2022-115
7. PUD2022-101 Map
8. Public Notices & Affidavits
9. Agency Comments
10. Public Comments



Exhibit I

Application Materials



Zoning Map Amendment Application

Note: A Pre-Application meeting is required prior to submittal of an application.

PROPERTY OWNER INFORMATION

☐ Contact Person

Owner: Columbia Valley Property Holdings/Mallikarjuna R Vallem

Address: 500 108th Ave NE, Suite 1100-1, Bellevue WA 98004

Phone: 619-400-7845

Email: mvallem@brickwise-holdings.com

APPLICANT/CONTRACTOR INFORMATION (if different)

☐ Contact Person

Company:

UBI#:

Contact:

Address:

Phone:

Email:

DESCRIPTION OF WORK

Rezone 4.7 acres to C-2 Commercial

PROPERTY INFORMATION

Parcel #: unknown

Legal Description: Revised Lot 3 Record of Survey for Boundary Line Adjustment Survey #5735

Current Zoning: AG & Sub AG

Current Comp Plan: Commercial

Requested Zoning: C-2

Current Use: Vacant

Proposed Use: Retail

Area of Property: 4.7

APPLICATION MUST INCLUDE

1. Completed application and filing fee
2. Title Report showing ownership, easements, restrictions, and accurate legal description of the property involved
3. Other information as determined by the Administrator

ANSWER THE FOLLOWING AS COMPLETELY AS POSSIBLE

The unique characteristics, if any, of the property or circumstances of the owner:

Refer to attached narrative.

Any hardship that may result in the event the rezone is not granted:

Refer to attached narrative.

<p>The manner in which the proposed rezone conforms to patterns in adjacent zones:</p> <p>Refer to attached narrative.</p>
<p>Any beneficial or adverse effects the granting or denial of the rezone would have on adjacent or surrounding zones:</p> <p>Refer to attached narrative.</p>
<p>Any beneficial or adverse effects the granting or denial of the rezone would have in relation to the overall purpose and intent of the comprehensive plan and this title:</p> <p>Refer to attached narrative.</p>
<p>The benefits or detriments accruing to the City which would result from the granting or denial of this special permit:</p> <p>Refer to attached narrative.</p>
<p>Whether the proposed rezone represents a better use of the land from the standpoint of the comprehensive plan than the original zone:</p> <p>Refer to attached narrative.</p>
<p>Whether the proposed rezone represents spot zoning and whether a larger area should be considered:</p> <p>Refer to attached narrative.</p>
<p>Identify impacts on the environment and public safety:</p> <p>Refer to attached narrative.</p>

I authorize employees and officials of the City of Richland the right to enter and remain on the property in question to determine whether a permit should be issued and whether special conditions should be placed on any issued permit. I have the legal authority to grant such access to the property in question.

I also acknowledge that if a permit is issued for land development activities, no terms of the permit can be violated without further approval by the permitting entity. I understand that the granting of a permit does not authorize anyone to violate in any way any federal, state, or local law/regulation pertaining to development activities associated with a permit.

I hereby certify under penalty of perjury under the laws of the State of Washington that the following is true and correct:

1. I have read and examined this permit application and have documented all applicable requirements on the site plan.
2. The information provided in this application contains no misstatement of fact.
3. I am the owner(s), the authorized agent(s) of the owner(s) of the above referenced property, or I am currently a licensed contractor or specialty contractor under Chapter 18.27 RCW or I am exempt from the requirements of Chapter 18.27 RCW.
4. I understand this permit is subject to all other local, state, and federal regulations.

Note: This application will not be processed unless the above certification is endorsed by an authorized agent of the owner(s) of the property in question and/or the owner(s) themselves. If the City of Richland has reason to believe that erroneous information has been supplied by an authorized agent of the owner(s) of the property in question and/or by the owner(s) themselves, processing of the application may be suspended.

Applicant Printed Name: _____

Applicant Signature: _____ Date _____



July 7, 2023

Mike Stevens
Development Services Manager
City of Richland
Richland, WA 99352

RE: Queensgate South – Rezone Application

Dear Mike:

We have just become aware of a slight misstatement included in our application for a change in zoning at 2155 Keene Road (Z2023-106) submitted by Columbia Valley Property Holdings. The language is found on page 7 of the narrative that accompanied the zone change application. It stated:

“The proposed rezone would place commercial development that would be separated from the Country Ridge property boundary by a strip of open space measuring 175’ in width.”

Our proposal is that Tract E of the Terraces at Queensgate South PUD would remain in open space and would be used as a storm drain tract. The width of Tract E is 145 feet, rather than 175 feet based on the parcel reconfiguration the City approved.

The June 6th staff report correctly noted that the open space tract is 145 feet in width (refer to page 2 and page 12 of the report). However, the report also assumed that a future storm drainage facility may extend over the Tract E property boundary onto the commercial property. However, the intention is that the entire storm drainage facility would occur within the boundaries of Tract E.

In response to the assertion made in the staff report that a 204 foot buffer is required between the Country Ridge plat and future commercial development, Columbia Valley Property Holdings is willing to stipulate as a part of the Property Use and Development Agreement, that all future commercial building(s) would be set back 204 feet from the Country Ridge property boundary, or 59 feet from the boundary of Tract E.

We trust that this 204 foot setback will satisfy the staff’s concerns.

Sincerely,

A handwritten signature in blue ink, appearing to read "Rick Simon", written over a horizontal line.

Rick Simon

1
2
3 **BEFORE THE HEARING EXAMINER**
4 **IN AND FOR THE CITY OF RICHLAND, WASHINGTON**

5
6 Rezone Application by Columbia Valley
7 Property Holdings, LLC for a
8 Rezone From AG and SAG to C-2
9 (City of Richland, Washington)

File No. Z2023-106

10 This Memorandum is submitted on behalf of Columbia Valley Property
11 Holdings, LLC, ("Applicant") in support of its application for a non-project rezone of
12 vacant land consisting of approximately 4.7 acres, (still improperly zoned Agricultural
13 (AG) and Suburban Agricultural (SAG)) to the Retail Business Commercial District (C-
14 2) consistent with current comprehensive plan designations as outlined below.
15

16 **I. FACTUAL BACKGROUND**

17 The property owner and Applicant, Columbia Valley Property Holdings, LLC, is
18 requesting a non-project rezone of the property to C-2, pursuant to the provisions of
19 RMC 19.60.095, the general criteria in the City's Zoning Map Amendment Application,
20 and applicable law. No specific project or development proposal is being submitted
21 with the application.
22

23 As outlined in the Staff Report and application, a majority of the property
24 currently is designated for commercial use following a 2010 comprehensive plan
25 amendment and associated Development Agreement implemented through Contract
26 92-10 and Richland City Ordinance 2022-103. What should be a relatively non-
27 controversial rezone implementing the comprehensive plan is the next step in the
28 development process following the Examiner's approval of a residential PUD affecting
29 property along the Country Ridge Estate's development to the west (see PUD 2022-
30 101, approved on May 2, 2023). The adjoining residential PUD and an associated
31 boundary line adjustment set the boundaries of the residential PUD from the
32 commercial property which is the subject of the pending rezone. The Applicant's
33 simple position is that the rezone meets all required approval criteria and is required
34
35

1 to maintain consistency with the City's adopted comprehensive plan and the non-
2 appealed decision approving the Applicant's adjoining residential PUD.

3 The only opposition to the rezone from residential neighbors to the west is not
4 to the rezone itself, but about a setback or buffer of future commercial projects from
5 their residential use based on the 2010 Development Agreement as amended. For
6 the reasons outlined below, the Applicant believes that the Country Ridge residents'
7 and Staff's concerns are misplaced. The current property configuration (requested
8 and required by the City for road and infrastructure improvements) cannot maintain
9 split zoning. The Applicant has voluntarily agreed to mitigation measures designed to
10 buffer future commercial projects consistent with the Development Agreement as set
11 forth on pages 7 and 8 of its application narrative. Specifically, the Applicant is willing
12 to accept a site specific setback for commercial buildings of 204 feet from the eastern
13 boundary of the Country Ridge subdivision. While not required by the Development
14 Agreement, the setback and existing mitigation measures will help buffer any
15 perceived impacts from future commercial projects after the rezone. Additional project
16 level mitigation measures could be addressed at the project review stage.

17
18 Under the provisions of the RMC, site specific rezones are Type IIIA
19 applications which are reviewed by the Hearing Examiner at an open record hearing,
20 who in turn makes a recommendation to the Richland City Council. The requested
21 rezone initially had been recommended for approval by the Planning Department, was
22 admitted to be consistent with the comprehensive plan and rezone criteria, but Staff
23 recommended additional information from the Applicant addressing a June 1, 2023
24 letter from the HOA about buffering future commercial uses from its residential
25 development. On behalf of the Applicant, this Memorandum is designed to address
26 the Staff's concerns. The Applicant believes the overwhelming weight of testimony at
27 the hearing will be in support of the application.

28
29 For the reasons outlined in its application, and summarized in this
30 Memorandum, the Applicant requests the non-project rezone application be approved.
31 The approval is required by applicable law and does not violate the spirit, intent or
32 express terms of the Development Agreement.
33
34
35

II. LEGAL ANALYSIS

2.1 **Legal Standards for Rezone Approvals.** While zoning authorities have considerable discretion when evaluating and reviewing requests for amendments to its zoning code, the application must be processed consistent with legal standards. After the adoption of Washington's Growth Management Act, municipalities have been obligated to rezone property consistent with an adopted GMA comprehensive plan. The court in *City of Bellevue v. East Bellevue Community Council*, 138 Wn.2d 937, 947, 983 P.2d 602 (1999) noted that "... a city is obligated to rezone in conformity with an adopted comprehensive plan and a community council cannot disregard applicable provisions of the GMA." See also *Ahmann-Yamane, LLC v. Tabler*, 105 Wn. App. 103, 112, 19 P.3d 436 (2001).

Prior to Washington's adoption of the GMA, rezone applications (in addition to specific criteria adopted by the zoning authority), also had to meet the legal standard of showing a "substantial change in circumstances" from the property's original zoning in order to justify an amendment. However, today, where a proposed rezone implements the policies of a comprehensive plan, a showing of changed circumstances is not legally required. *Save Our Rural Environment v. Snohomish County*, 99 Wn.2d 363, 370-71, 662 P.2d 816 (1983) (citing cases). In fact, it is this post-GMA case law that led to the current dichotomy in most zoning ordinances between a "major rezone" (one requiring a comprehensive plan amendment) and a "minor rezone" (one which does not).

Based on the above standards, Staff's "3 basic rules" set forth on page 3 of its Staff Report do **not** apply to the current rezone. The Applicant does not have to show a change of circumstances if the rezone request simply implements the comprehensive plan and in such case, there is a presumption favoring the rezone request. As set forth in the application, all but a small sliver of the property already is designated commercial and needs to be zoned accordingly. Agricultural zoning cannot legally continue. The City's C-2 zone implements the current comprehensive plan designations and the small sliver of residentially-designated property along its western boundary is not large enough to be used for residential purposes. As City

1 Planning Staff can attest, split zones of single parcels of property are normally not
2 allowed. The current rezone clearly meets the general legal standards set forth above.

3 As will be more fully outlined below, the C-2 zone implements and is **not**
4 inconsistent with the Development Agreement as argued by the Country Ridge
5 Homeowners. A specific width of residential zoning was not required in the
6 Development Agreement. Any actual or perceived compatibility issues between the
7 C-2 zone and future commercial projects and the adjoining PUD or Country Ridge plat
8 can be resolved with setbacks or buffers, either now or at the project stage. The
9 rezone request should be approved.
10

11 **2.2 The Rezone Application Clearly Meets All the Rezone Criteria in the**
12 **Richland Municipal Code**. The rezone application meets the general criteria for
13 approval of Type IIIA applications in RMC 19.60.095(d). Under RCM 19.20.010, site
14 specific rezones are Type IIIA applications requiring the Examiner to adopt findings
15 and conclusions that (i) the application is consistent with the comprehensive plan, (ii)
16 that any impacts of the rezone have been identified and mitigated under SEPA, (iii)
17 that the rezone is beneficial to the public health, safety, welfare and interest, (iv) that
18 the rezone does not adversely impact transportation facilities, and (iv) that any
19 conditions recommended by Staff are proper and a direct result of the impacts of the
20 development. **RMC 19.60.095(A)-(E)**. The City's required rezone application also
21 incorporates nine general questions the applicant must answer to support the rezone,
22 many of which address the approval criteria listed above. Both the Applicant's
23 Narrative and the City's Staff Report demonstrate how the pending application meets
24 the City's adopted criteria for approving rezones and for brevities' sake, they don't
25 need to be repeated here. Pages 11-15 of the Applicant's zone change application
26 confirms how the general approval criteria in RMC 19.60.095 are met, and pages 15-
27 19 address the criteria in the City's rezone questionnaire. On this record compliance
28 with rezone criteria are uncontroverted and should be accepted by the Examiner in
29 his findings and conclusions.
30
31
32

33 **2.3 The Rezone Application Complies with the 2010 Development**
34 **Agreement (as Amended)**. The only issues around the pending rezone from
35 agricultural designations to the C-2 zone have nothing to do with the rezone or rezone

1 criteria, but with future project level impacts and separation from the Country Ridge
2 plat to the west based on strained interpretations of a 2010 Development Agreement
3 entered into between the property owners and City when the property was first
4 designated for commercial use years ago. Specifically, the HOA argues in a June 1,
5 2023 letter provided to Staff and made as part of the record that a 204-foot residential
6 buffer from the Country Ridge plat is required by the Agreement. The Applicant
7 believes this interpretation is incorrect. As an initial matter the HOA doesn't seem to
8 argue that the property can not be rezoned to C-2 use on a non-project basis, but that
9 a strict 204-foot buffer or setbacks must be maintained. The Applicant submits that
10 any mitigation of future commercial projects authorized in the C-2 zone and consistent
11 with the other provisions of the Development Agreement can be addressed at the
12 project stage. However, the Applicant already has offered and would accept a 204-
13 foot setback for any commercial buildings to be located on the rezoned property.
14

15 The original Development Agreement and the Amendment are attached to the
16 application and are part of the record. The only relevant portions of the Development
17 Agreement relating to the HOA buffer argument are at paragraph **10(a)** which reads
18 as follows:
19

20 "A buffer area of low density residential development
21 designated along the westerly property boundary of the Site,
22 adjacent to the Country Ridge property line and zoned for R-
23 1-12. The buffer would provide for two tiers of single family
24 residential lots separated by a road corridor..."

25 Also relevant to the discussion is paragraph **10(k)** which reads as follows:

26 **"The process of implementing the comprehensive plan**
27 **may result in some minor deviations to the plan, such as**
28 **adjustment in zoning boundary lines.** Such deviations may
29 be acceptable if they are deemed minor in nature and
30 consistent with items A-J as listed above" (emphasis added).

31 The Applicant's simple position is that residential PUD approved by this
32 Examiner a couple of months ago complies with these provisions, the residential PUD
33 is now final, Country Ridge accepted the PUD and the PUD as designed and approved
34 does not violate the Development Agreement. In a strained interpretation the HOA
35 now argues that Tract E (a stormwater/landscaping tract) included in the northern

1 portion of the PUD should have been wider. This is **not** required by the Development
2 Agreement. Nowhere is a specific buffer width required. The Development
3 Agreement itself does not expressly require the two rows of houses and roads along
4 the entire boundary line as alleged by the HOA, and as the City, Examiner and parties
5 recognized in the PUD, the stormwater and landscaping tract was appropriate. As a
6 practical matter, putting homes adjacent to a busy commercial arterial (Keene Road)
7 based on the City's infrastructure improvements would have been poor planning and
8 close to impossible. The HOA does not seem to be objecting to the stormwater tract
9 or landscaping buffer, they just want it larger. Again, this is a non-project rezone and
10 the Applicant would request that the C-2 rezone for the entire parcel be adopted.
11 Additional project level mitigation such as landscaping plans or buffers can await a
12 project level review.
13

14 Even if the HOA's interpretation of the Development Agreement were
15 reasonable, which it's not, the Agreement itself recognized that deviations to the
16 comprehensive plan designations and zonings may be needed in the future. (see
17 Paragraph 10(k) cited above). This is exactly what happened. The City required the
18 boundary of the parcels to be changed to accommodate the Queensgate Road
19 extensions, split zoning of parcels isn't appropriate, and accordingly the residential
20 PUD implemented Section 10(a) of the Development Agreement and the current
21 application is substantially consistent with amended paragraph 10(g). In this case,
22 the HOA and Staff's concerns about the Development Agreement are a red herring.
23 This rezone application does not violate the terms of the Development Agreement, but
24 implements it. A commercial zoning designation for the entire parcel is required by
25 the City's comprehensive plan and is consistent with the Development Agreement.
26 The Applicant has offered a 204-foot setback for future commercial buildings.
27 However, any additional future mitigation between the setback and boundary line can
28 and should await the project review stage.
29
30

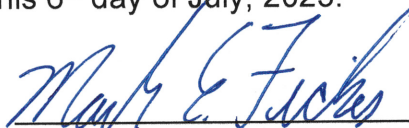
31 This Memorandum in conjunction with pages 20-26 of its application narrative
32 complies with Staff's request for additional information at page 14 of its initial Staff
33 Report. The Applicant's non-project rezone is consistent with applicable law and the
34 Development Agreement and should be approved. As a procedural matter, the
35

1 Applicant reserves the right to question the Examiner's jurisdiction to review, interpret
2 and enforce a Development Agreement which has its own remedies for parties with
3 standing (see Section 14 of the Development Agreement). However, a formal legal
4 ruling or interpretation of the Development Agreement isn't necessary. The
5 application with a 204-foot building setback implements it. There is nothing on this
6 record to show adverse impacts from the zone change to C-2, with the zoning
7 restrictions and design standards offered in the application (see pages 9-10 of the
8 application). Project level mitigation should await the project review stage at which
9 time the HOA could raise additional concerns. A split zoned strip of residentially-
10 zoned property that would be inconsistent with the comprehensive plan and provide a
11 completely unusable portion of property is not the way to address HOA concerns.
12 Setbacks and landscaping, and not a denial of the application or split zoning, are the
13 way to address these concerns.
14

15 III. CONCLUSION

16
17 Applicant respectfully requests that its non-project rezone be approved. The
18 C-2 zone is consistent with and implements the commercial comprehensive plan
19 designations covering most of the property. The application is properly supported by
20 the record and meets all applicable local, statutory and case law authority for approval
21 of rezones.
22

23
24 RESPECTFULLY SUBMITTED this 6th day of July, 2023.

25
26 

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28 Halverson | Northwest Law Group P.C.
29 PO Box 22550
30 Yakima, WA 98907
31 Telephone: (509) 248-6030
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33 mfickes@hnw.law
34
35

Zone Change Application

Columbia Valley Property Holdings

April 2023

Project Team

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Appendix

Record of Survey for Boundary Line Adjustment Survey #5735

Overall Project Description

Introduction

The project consists of a rezone of 4.7 acres from its current Agricultural and Suburban Agricultural zoning to a C-2 Commercial zone. The site is located south of Keene Road and east of the Country Ridge plat. The eastern boundary of the site borders the future extension of Queensgate Drive and is north and east of and adjacent to the Preliminary Planned Unit Development known as “The Terraces at Queensgate South.” Immediately west of and adjacent to the proposed rezone area is a 2.8 acre tract, known as Tract E of Terraces at Queensgate South that would be left as an open space tract and serve as storm drainage ponds for the adjacent development. This tract would also be landscaped to provide a buffer between future on-site commercial development and the adjacent Country Ridge neighborhood.

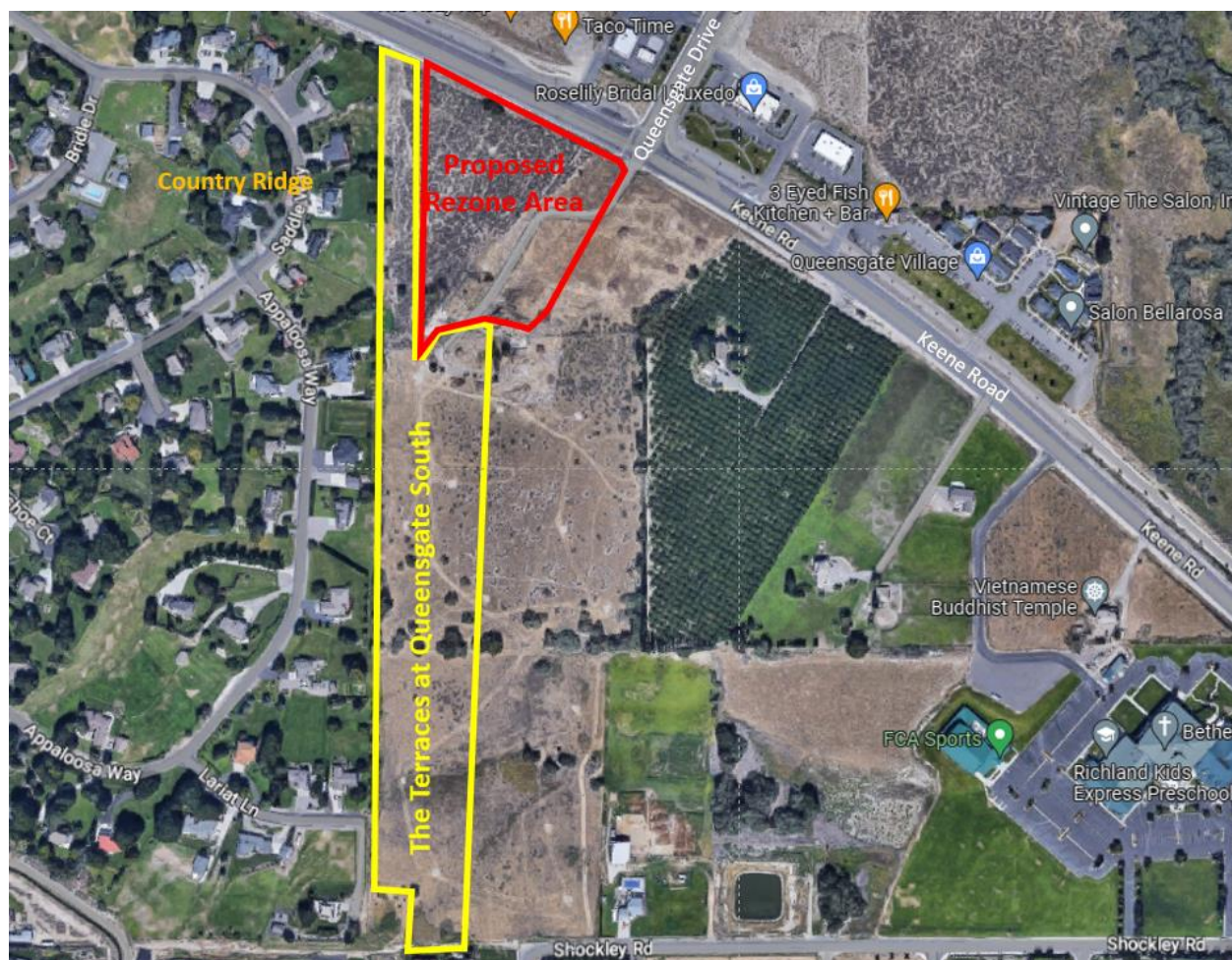


Figure 1: Vicinity Map

Development of The Terraces at Queensgate South PUD requires the dedication of right-of-way for the future extension of Queensgate Drive from Keene Road to Shockley Road and the partial construction of the roadway. The eastern and southern boundaries of this site are formed by the Queensgate and Lambert Drive rights-of-way that will be created through the development of the PUD.

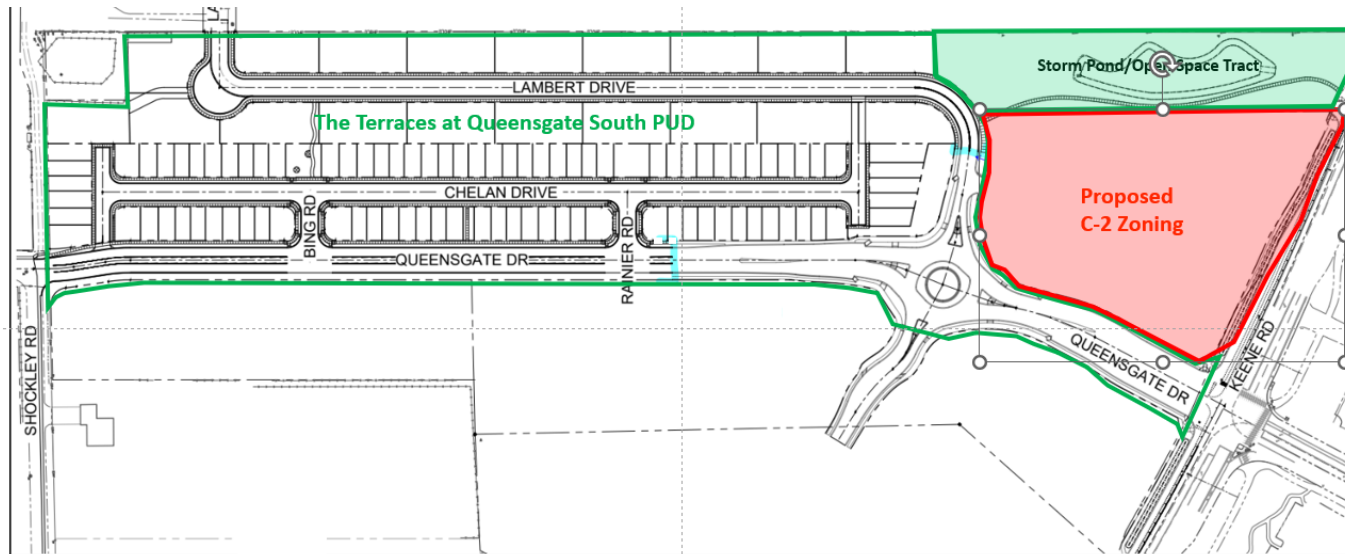


Figure 2: Future Alignment of Queensgate Drive

A roundabout would be constructed as a central feature of the Queensgate Drive extension. From the location of the roundabout northward to Keene Road, Queensgate Drive will be constructed to an arterial standard street with two northbound travel lanes, two center left turn lanes two southbound travel lanes, bike lanes, sidewalks and a modified traffic signal at the Queensgate/Keene intersection. From the roundabout southward, full Queensgate improvements are part of the improvements required of the Terraces at Queensgate South PUD. Access to the proposed commercial rezone area would only be provided along the southern boundary of the site. No direct access would be provided from Queensgate Drive. A service entrance may be provided near the western boundary of the site directly from Keene Road.

The 4.7 acre lot (204,845 square feet) is proposed for commercial development. The remaining 2.8 acres, (Tract E of the Terraces at Queensgate South) located along the western boundary of the site would be reserved as a storm drainage facility and open space tract.

Existing Conditions

The site is undeveloped. East of and adjacent to the site is additional undeveloped property and a cherry orchard. Land use adjacent to and west of the project site includes a low density single family neighborhood (Country Ridge). To the north, there are a variety of commercial uses, across Keene Road, including the Queensgate Village, which is a cluster of small commercial buildings that house a variety of office, service and retail uses as well as a farmer's market that operates on Sundays. Other retail developments to the north and northwest of the site include a restaurant, coffee shop, gas station, car wash, cell tower and a mini storage facility.

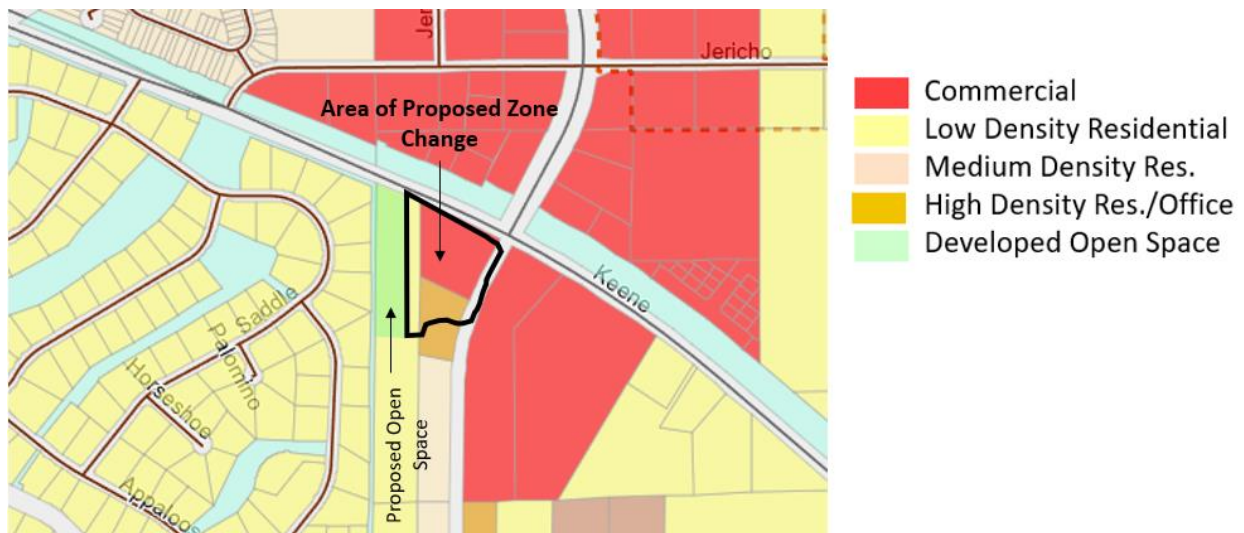


Figure 3: Comprehensive Plan Land Use Map

Comprehensive Plan

The City's comprehensive plan designates the majority of the site as suitable for commercial development. The southern portion of the site is designated as Multi-Family Residential/Office and along the western boundary of the site, the land use designation is Low Density Residential.

Transportation

The City's Transportation Plan calls for the extension of Queensgate Drive, an arterial collector street, adjacent to the site as part of its Functionally Classified Street Network. With the development of this property and adjacent lands, the Queensgate Drive extension will be fully

built out with multiple travel lanes, turn lanes, a roundabout, bicycle paths and pedestrian walkways from the intersection with Keene Road to Shockley Road.

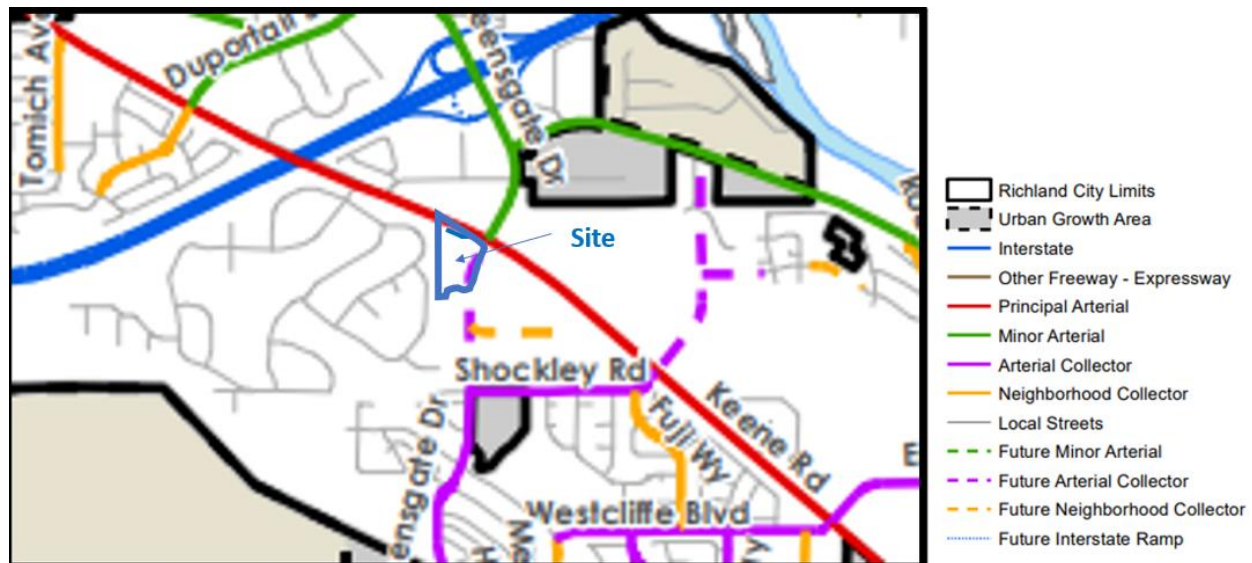


Figure 4: Richland Functionally Classified Street Network Plan

Existing Zoning

The existing zoning of the site is agricultural and suburban agriculture. Adjacent land to the west is an open space tract that is a part of the Terraces at Queensgate South PUD. Beyond this open space tract there is a residential Planned Unit Development, known as Country Ridge. Existing zoning to the south and east is also agricultural and suburban agricultural, although adjacent land primarily south of the site consists of a preliminarily approved PUD known as the Terraces at Queensgate South.

The C-2 Commercial zoning that is proposed for the site is adjacent to an open space tract and would also be subject to an existing development agreement with the City. (Refer to both original and revised agreements beginning on page 39.) In accordance with the development agreement, building height for this commercial property would be limited to a maximum of 40 feet. As the provisions of the C-2 zone allow for buildings up to 75 feet in height, the City will need to put a provision in place through a concomitant agreement or similar mechanism to limit building height as specified in the agreement. The following narrative describes how the current proposal conforms to the agreement.



Figure 4: Existing Zoning Map

Compliance with Development Agreement

- a. *Buffer adjacent to Country Ridge* – the development agreement calls for 2 tiers of lots with a public road in between. The Terraces at Queensgate South PUD included a design to meet this requirement within a strip of property measuring 204 feet in width. The proposed rezone would place commercial development that would be separated from the Country Ridge property boundary by a strip of open space measuring 175' in width. This open space, as the low point of the site would also serve as a passive drainage facility. Landscaping of this open space would help to buffer the adjoining residential land uses. The intent of the agreement was to provide a buffer for the more intensive development that was projected to occur within the site. The proposed plan does exactly that. The proposed open space provides a greater level of protection for the adjacent homes than does the single family residential development allowed under the provisions of the development agreement. As a point of comparison, directly north of the country ridge subdivision there are a number of commercial land uses. The separation between the Country Ridge lots fronting along Keene Road and the commercial uses located on the north side of Keene is approximately 180 feet. Within this 180 foot strip of land, there is both the Keene Road corridor - a 5 lane arterial street, and the Keene Road walking path. Here, the proposal would provide essentially the same distance between commercial and residential uses, with a landscaped open space area instead of an arterial street. In addition, future commercial development of the site would be oriented towards to the north towards Keene Road or to the east towards

Queensgate Drive in order to be as visible as possible to the high traffic volumes on those streets.

- b. Commercial development of the site would be mitigated in the following ways:
 1. A six-foot masonry wall would be built along the Country Ridge property boundary, as specified in the conditions of approval for the Terraces at Queensgate South PUD.
 2. Landscaping of the open space area, to be reviewed and approved by the City of Richland prior to or concurrent with the development of commercial uses on-site.
 3. Limitation on building height of any commercial construction on the site as specified in the development agreement to no more than 40 feet;
 4. Screening of the future commercial use on-site to include the following:
 - i. screening of any rooftop mechanical equipment;
 - ii. Screening of any outdoor storage or refuse collection areas;
 - iii. Shielding of all outdoor lighting;
 - iv. Design of any future commercial buildings to focus building entry, parking and activity centers on the east side of the building area, away from the western property boundary.
 5. The development agreement specifies that “the process of implementing the comprehensive plan may result in some minor deviations to the plan, such as adjustments in zoning boundary lines. Such deviations may be acceptable if they are deemed minor in nature and consistent with the provisions of the agreement.

c. *Zoning* – the agreement specifies that zoning for the portion of the site designated as Commercial shall either be C-1, C-2 or C-LB or may be part of a Planned Unit Development. Identified compatibility concerns at the zoning or project stage may be addressed by concomitant agreement(s) that limit potential commercial uses shown to be incompatible with nearby residential uses. Zoning for the portions of the Site designated as Multi-Family/Office shall be zoned C-LB (Limited Business) or shall be part of a Planned Unit Development. Unless otherwise approved by a variance at the project stage, permitted development will be limited to building heights no more than forty (40) feet on portions of the Site zoned commercial west of Queensgate Drive. This rezone proposal is generally compliant with these requirements as follows:

1. The site would be zoned C-2 as provided for in the agreement;
2. Building height would be limited to 40 feet as called for in the agreement, to be implemented through a concomitant agreement or other similar means as determined by the City;
3. The southern portion of the site is designated as suitable for Multi-Family/Office in the agreement. The C-LB zoning would typically be used to implement a Multi-Family/Office comprehensive plan designation. The C-LB zone allows for both office and apartment buildings. A three or four story building, whether developed for

professional office or apartment use would have a greater impact on the adjacent Country Ridge neighborhood than a commercial building in this circumstance. Office and/or apartments would include windows and perhaps balconies on the upper floors of buildings overlooking the Country Ridge homes, resulting in a lack of privacy for some of the Country Ridge residents. This would be more disruptive to the neighborhood than a one or two story retail building that is oriented away from the Country Ridge neighborhood.

4. Two separate zoning classifications on the same property are neither practical nor desirable.
5. Some latitude is built into the agreement providing for some minor deviations to the plan (Refer to Section 10(k) of the agreement), The proposed shifting of the zoning boundaries to include the entire site in a single zoning classification qualifies as a minor deviation as contemplated in the agreement, given the proposed layout of the site.

Proposed Zoning Restrictions

In order to ensure that the development proceeds in accordance with the descriptions provided within this narrative, the applicants propose that zoning restrictions be made of record through a concomitant agreement or similar document, acceptable to the City and that would include the following restrictions:

1. **Uses.** Future use of the subject properties shall be consistent with the land uses as identified in the C-2 Retail Business zone as it exists today or as it may be amended in the future; provided that the following uses shall not be permitted:

<ol style="list-style-type: none"> a. Automotive Repair Uses; b. Car Wash; c. Fuel Station/Mini Mart; d. Truck Rentals; e. Truck Stop; f. Vehicle Sales; g. Contractor's Offices; 	<ol style="list-style-type: none"> h. Funeral Establishments; i. Laundry/Dry Cleaning Uses; j. Telemarketing Services; k. Emergency Shelters; l. Transitional Housing; m. Secondhand Store;
--	---
2. **Design Standards.**
 - a. Buildings over 50 feet wide shall use one or more of the following techniques to divide building elevations into smaller parts: pronounced changes in massing; pronounced changes in wall planes; significant variations in the cornice/roofline.
 - b. Building colors shall emphasize muted earth tones.
 - c. The use of highly reflective or glossy materials shall be used for accents only.

- d. Rich materials and a variety of materials are encouraged on both wall planes, roof and ground plane. If used, stone or decorative block veneers shall highlight significant building features and massed elements.
- e. All sides of a building shall express consistent architectural detail and character.
- f. Site walls and screen walls shall be architecturally integrated with the building.
- g. Screening devices, site walls and enclosed service, loading and refuse areas should be designed to be an integral part of building architecture. All outdoor storage and refuse collection areas shall be screened.
- h. Extensive use of floor to ceiling glass storefronts is appropriate only under arcaded areas.
- i. Rooftop mechanical equipment shall be screened.
- j. All outdoor lighting for building security and for lighting parking areas shall be screened in a manner consistent with City outdoor lighting standards and shall generally be consistent with dark sky standards.
- k. All utilities serving commercial buildings shall be undergrounded.
- l. Building setbacks shall be consistent with C-2 zoning standards.
- m. Off-street parking requirements shall meet the minimum standards as identified in the City zoning code.

3. Development Standards.

- a. Building height shall be limited to a maximum of 40 feet.
- b. Development shall be oriented to the east, towards Queensgate Drive or Keene Road and away from the Country Ridge property boundary.
- c. Landscaping and screening within the open space area on Tract E of the Terraces at Queensgate South PUD shall be in accordance with approved plans and shall be installed prior to or simultaneously with the completion of any commercial building within the site.
- d. Landscaping, screening or combination thereof shall be placed to block vehicle headlights from shining onto the adjacent residential properties for vehicles entering or exiting the site.
- e. The open space tract located along the western boundary of the site shall be reserved for storm drainage facilities and landscaping. Other possible improvements permitted on this site would be limited to walking or bicycle trails and possible park furniture such as benches, picnic tables or gazebos.

RMC 19.60.095(D) Required Findings for Type II and Type III Applications

- A. *The development application is consistent with the adopted comprehensive plan and meets the requirements and intent of the Richland Municipal Code.*

Response – Consistency with comprehensive plan: The site's frontage along Keene Road is designated for commercial development in the City's land use plan. Applying the proposed C-2 zoning on site would implement the comprehensive plan. Additionally, the plan calls for the extension of Queensgate Drive, a minor arterial street, to be extended across the site between Keene and Shockley Roads. The development of the adjacent PUD project makes provision for this road extension.

Additionally, the project will help to implement the following goals and policies contained within the City's comprehensive plan:

LU Goal 1: Plan for growth within the urban growth area and promote compatible land use.

Policy 2: Facilitate planned growth and infill developments within the City.

Comment: *The site is located inside both City limits and urban growth area boundaries; is surrounded by developed properties and so qualifies as infill development, and so is therefore consistent with policy #2. The project would be compatible with adjacent land uses and so is consistent with the overall intent of this goal.*

LU Goal 2: Establish land uses that are sustainable and create a livable and vibrant community.

Policy 1: Maintain a variety of land use designations to accommodate appropriate residential, commercial, industrial, healthcare, educational, recreational, and open space uses that will take advantage of the existing infrastructure network.

Policy 2: Ensure that adequate public services are provided in a reasonable time frame for new developments.

Policy 3: Ensure that the intent of the land use and districts are maintained.

Comment: *Commercial development of the site will provide needed commercial services along Keene Road, the major street corridor in South Richland. It will include an open space amenity and attractive landscaping along the western boundary of the site. Utility infrastructure is in place to be extended into the site to support the project.*

LU Goal 5: Ensure connectivity that enhances community access and promotes physical, social, and overall well-being so residents can live healthier and more active lives.

Policy 1: Locate commercial uses so that they conveniently serve the needs of residential neighborhoods, workplaces, and are easily accessible via non-motorized modes of transport.

Policy 2: Promote pedestrian and bicycle circulation throughout the community by connecting with the infrastructure and the City's network of parks and trail system.

Comment: The adjoining PUD project will result in the extension of Queensgate Drive from Keene Road to Shockley Road, an important connection in Richland's transportation network. The roadway corridor includes accommodation for vehicles, bicycles and pedestrians and is consistent with Richland's adopted complete streets policies. The proposed commercial land included in this application will provide commercial services in close proximity to both new and existing residential neighborhoods and will provide for pedestrian pathways between residential and commercial land uses.

UD Goal 1: Create a physically attractive and culturally vibrant, pedestrian- and bicycle-friendly environment in the City.

Policy 1: Establish and enhance the positive attributes of residential, commercial, central business, and other districts with appropriate transition between them.

Policy 2: Encourage redevelopment and upgrade of suitable commercial areas.

Policy 3: Improve streetscape and connectivity for safe and pedestrian friendly environments.

Comment: The adjacent planned improvement of Queensgate Drive will accommodate pedestrian and bicycle routes adjoining the project site, providing for pedestrian access between proposed commercial and residential land uses. The proposed commercial uses will provide additional commercial services along the Keene Road corridor, while making good use of grade changes and landscaping to provide an effective transition between planned residential and commercial uses.

UD Goal 1: Create a physically attractive and culturally vibrant, pedestrian- and bicycle-friendly environment in the City.

Policy 1: Establish and enhance the positive attributes of residential, commercial, central business, and other districts with appropriate transition between them.

Comment: The project will provide for an effective landscape buffer and a masonry wall separating the proposed commercial uses from an existing residential neighborhood and so meets the intent of Policy 1.

B. Impacts of the development have been appropriately identified and mitigated under Chapter 22.09 RMC. (SEPA)

Response: The Washington Administrative Code Section 197-11-800(6)(a)(ii)(c) exempts rezone applications for projects that are located within an urban growth area; and that are consistent with the City's comprehensive plan when that plan has been reviewed through the SEPA process. When the City's current plan was adopted in 2017, the plan was evaluated through an Environmental Impact Statement. The plan does identify the site as suitable for commercial development. Therefore, the criteria to meet the exemption from SEPA review are met in this application.

Additionally, much of the environmental information prepared for the adjacent Terraces at Queensgate South PUD included studies that apply to this site, including a survey and topographic map, a custom soils report, a geotechnical evaluation, a cultural resources report, and engineering plans for the extension of roads and utilities and detailed plans for the proposed roundabout and modifications to the traffic signal at the intersection of Keene Road and Queensgate Drive.

C. The development application is beneficial to the public health, safety and welfare and is in the public interest.

Response: The proposed rezone application promotes and protects public health, safety and welfare in the following ways:

- Provides for an urban commercial center to that will provide a variety of goods and services to the immediate neighborhood and larger South Richland area in a manner that is consistent with the City's adopted comprehensive plan;
- Provides commercial facilities in a location that is adjacent to major transportation corridors, including bus routes;
- Includes provisions to provide adequate and effective buffers to the adjacent low density residential neighborhood;
- Is consistent with the provisions of the Development Agreement that is place on the Queensgate South site that will provide for safe and improved traffic flow along Queensgate Drive and to the proposed commercial property;
- Is consistent with the plans for the extension of an arterial street that is a key component to the City's transportation plan; and
- Maintains appropriate setbacks and open spaces to ensure adequate light, air and access for adjacent residents and future users of the commercial property.

D. The development does not lower the level of service of transportation facilities below the level of service D, as identified in the comprehensive plan; provided, that if a development application is projected to decrease the level of service lower than level of service D, the development may still be approved if improvements or strategies to raise the level of service above the minimum level of service are made concurrent with development. For the purposes of this section, "concurrent with development" means that required improvements or strategies are in place at the time of occupancy of the project, or a financial commitment is in place to complete the required improvements within six years of approval of the development.

Response: The traffic analysis prepared for the adjacent PUD demonstrated that the full completion of the entire Queensgate Drive road extension and related improvements will ensure that traffic within the project site and adjacent areas will operate without falling below a level of service D.

E. Any conditions attached to a project approval are as a direct result of the impacts of the development proposal and are reasonably needed to mitigate the impacts of the development proposal.

Response: This determination will need to be made by the City during the review of this proposal. Conditions of approval attached to the project will need to address the conditions outlined in the development agreement between the City and the property owner as specified in Richland Contract #92-10 as revised (copies attached.)

Rezone – Application Form Questions

1. *The unique characteristics, if any, of the property or circumstances of the owner:*

Response: The property proposed for rezone has frontage along Keene Road, an arterial street that already contains commercial zoning directly adjacent to and north of Keene Road. Additionally, the property will front along the Queensgate Drive extension, a minor arterial street. The site's location at the intersection of two arterial streets provides a unique circumstance that provides a strong justification for a commercial rezone.

2. *Any hardship that may result in the event the rezone is not granted:*

Response: If denied, the site's existing Agricultural and Suburban Agricultural zoning would remain in place. Neither of these existing zones is appropriate. Agricultural zoning within the City's urban growth area is intended to serve as a holding zone and suburban agricultural zoning is intended to be applied in rural areas to provide for the maintenance of animals and farm crops (See RMC 23.14.010.) Rural or agricultural land use is not appropriate in locations that are largely surrounded by urban development, with close proximity to urban services and utilities. The hardship imposed on the property owner would be the denial of reasonable uses for the property in favor of overly restrictive uses that are not economically feasible, given the value of the land.

3. *The manner in which the proposed rezone conforms to patterns in adjacent zones:*

Response: There is existing commercial zoning directly north, across Keene Road from the site. Additionally, the development agreement that governs future development of the site requires specific measures, including construction of a masonry wall along the western property boundary, building height limitations, identification of appropriate buffers and architectural design requirements all intended to mitigate the impacts of commercial development on adjacent properties.

4. *Any beneficial or adverse effects the granting or denial of the rezone would have in relation to the overall purpose and intent of the comprehensive plan and this title:*

Response: The City will benefit through the commercial development of the property, which would provide additional commercial services in the growing South Richland area, thereby providing City residents with both additional shopping and job opportunities, while providing the City with additional sales and property tax revenues. All development proposed within this project is consistent with both the City's future land use map as well as the goals and policies of

the City's comprehensive plan. (Refer to the discussion on the project's compliance with comprehensive plan goals, beginning on page 11 of this document.)

5. *The benefits or detriments accruing to the City which would result from the granting or denial of this special permit:*

Response: The extension of Queensgate Drive across the site will provide an important arterial street connection in South Richland. In accordance with the terms of the development agreement in place on the site, the Queensgate drive extension is a requirement of development. Additionally, the traffic signal at the intersection of Queensgate and Keene will be modified to accommodate the extension of Queensgate. Both of these improvements will implement important provisions of the City's transportation plan for the area, which will be a significant benefit to South Richland residents.

6. *Whether the proposed rezone represents a better use of the land from the standpoint of the comprehensive plan than the original zone:*

Response: The proposed rezone is entirely consistent with the City's comprehensive plan, which intends for the site's frontage along Keene Road to be developed with commercial uses. The existing Agricultural and Suburban Agricultural zoning that is in place on site does not implement the comprehensive plan; does not provide needed commercial services for the area and would not provide for the Queensgate Drive extension called for in the comprehensive plan.

7. *Whether the proposed rezone represents spot zoning and whether a larger area should be considered:*

Response: The proposed rezone is consistent with the comprehensive plan that calls for commercial development along the Keene Road frontage. The plan does not call for commercial development of the parcels that are located directly adjacent to the site to the west but does identify adjacent land to the east of the site as suitable for commercial development. Property to the north, across Keene Road is already zoned for and developed with commercial uses. The proposal cannot be considered a spot zone.

8. *Identify impacts on the environment and public safety:*

Response: The site does not contain any critical areas as identified in the City's comprehensive plan. Further, the environmental work already prepared for the previous PUD project provides detailed environmental information without identifying any significant adverse impacts. Development of the site will impact public safety, as commercial development will require police, fire and emergency service protection beyond what is needed for the current use of the site. Emergency access will be provided through the construction of city standard streets that will provide adequate turning radii for emergency service vehicles. Future buildings will be required to meet fire code standards for exiting, placement of fire hydrants, installation of fire protective sprinkler systems and related requirements as established in building and fire codes. The specific design requirements of these buildings will be reviewed and approved at the time detailed construction plans are submitted to the city for review. The site is located approximately one mile from the existing fire station on Duportail Avenue and so would easily fall within desired emergency response times for the fire department. Revenues associated with commercial development including sales and property taxes will provide the City with funding to bear the additional costs associated with providing public safety services to the proposed development.

Rezone – Criteria for Review

Washington Courts have applied the following three basic rules when reviewing appeals of rezone applications:

1. There is no presumption favoring the rezone request;

Response: The proposed C-2 commercial zoning is a rational zoning classification for this property for the following reasons:

- The site has been designated as suitable for commercial uses within the City's adopted comprehensive plan;
- Commercial land uses, subject to specific mitigation measures, are anticipated within the development agreement that is in place on the property (refer to attached Contract #92-10.);
- The location of the site, adjoining the Keene Road corridor, a major arterial street, makes commercial development of the site the most likely and reasonable land use for the site and provides for additional commercial services to the residents of the South Richland area;
- The proximity of commercial development to the north across the Keene Road corridor makes commercial development of the site a compatible use within the neighborhood; and
- The proposed buffers and physical separation between the site and nearby residential land uses are sufficient to adequately protect residential uses from commercial land use impacts.

2. *The proponent must demonstrate that there has been a change of circumstances since the original zoning provided if a proposed rezone implements the policies of the comprehensive plan, a showing of changed circumstances is usually not required; and*

Response: The site has been designated as suitable for commercial development and so the rezone is consistent with the comprehensive plan. It is also consistent with the development agreement that is in force on the property. Further, there are changed conditions since the comprehensive plan designation and agreement were put in place in 2010. Specifically, there has been significant growth in South Richland over the past 13 years that has generated a need for additional commercial development. This growth has also increased the need for a minor arterial street connection (Queensgate Drive) that would not be possible without the proposed rezone unless significant expense were incurred by the City to acquire the needed right-of-way and construct a full minor arterial street.

3. *The rezone must have a substantial relationship to the public health, safety, morals or general welfare.*

Response: The proposed rezone and associated development will result in an important arterial street connection through the extension of Queensgate Drive through the site as contemplated in the City's adopted comprehensive plan. Completion of this arterial street connection will improve traffic circulation and safety throughout the South Richland area by completing the last link in Queensgate Drive between the freeway and the residential neighborhoods to the south. Approval of the rezone will provide for commercial development that will be an attractive, convenient and desirable place to work and shop.

Contract #92-10 Section 10 of Development Agreement

The project site is subject to a development agreement that the City originally entered into with the property owners in 2010. The agreement (Contract #92-10) was modified in 2022. Section 10 of the agreement includes the following provisions regulating the development of the site.

- a) A buffer area of low density residential designated along the westerly property boundary of the site, adjacent to the Country Ridge property line and zoned for R-1-12. The buffer would provide for two tiers of single family residential lots separated by a road corridor, providing for an overall density not to exceed three (3) lots per acres (inclusive of such road corridor). A Planned Unit Development may be utilized to achieve a density average consistent with this agreement. These lots would meet all R-1-12 zoning standards, and such lots adjoining the adjacent Country Ridge development shall be laid out with their rear yards facing the Country Ridge property line.*

Response: Two tiers of lots with a public road in between were included in the adjacent Terraces at Queensgate South PUD project. The proposed commercial rezone would provide separation from the Country Ridge property boundary by a strip of open space measuring 175' in width. This open space, as the low point of the site would also serve as a passive drainage facility. Generous landscaping of this open space would help to buffer the adjoining residential land uses. The intent of the agreement was to provide a buffer for the more intensive development that was projected to occur within the site. The proposed plan does exactly that. The proposed open space provides a greater level of protection for the adjacent homes than does the single family residential development allowed under the provisions of the development agreement. As a point of comparison, directly north of the country ridge subdivision there are a number of commercial land uses. The separation between the Country Ridge lots fronting along Keene Road and the commercial uses located on the north side of Keene is approximately 180 feet. Within 180 foot strip of land, there is both the Keene Road corridor - a 5 lane arterial street, and the Keene Road walking path. Here, the proposal would provide essentially the same distance between commercial and residential uses, with a landscaped open space area instead of an arterial street. In addition, the commercial use proposed would require future commercial uses to face either Keene Road or Queensgate Drive, ensuring that only the backs of commercial buildings would face the Country Ridge neighborhood. Mitigation of the impacts of commercial development would be addressed in the following ways:

1. A six-foot masonry wall would be built along the Country Ridge property boundary, as specified in the development agreement and the approved PUD plans;

2. Landscaping of the open space area, to be reviewed and approved by the City of Richland prior to or concurrent with the commercial development of the site;
3. Limitation on building height of any commercial construction on the site as specified in the development agreement to no more than 40 feet;
4. Screening of the future commercial building to include the following:
 - i. screening of any rooftop mechanical equipment;
 - ii. Screening of any outdoor storage or refuse collection areas;
 - iii. Shielding of all outdoor lighting;
 - iv. Design of any commercial buildings on-site to focus building entry, parking and activity centers on the east side of the building area, away from the western property boundary.
5. The development agreement specifies that "the process of implementing the comprehensive plan may result in some minor deviations to the plan, such as adjustments in zoning boundary lines. Such deviations may be acceptable if they are deemed minor in nature and consistent with items a thru j as listed above.

b) Areas that are designated as Medium Density Residential in the comprehensive plan; may be developed to an average density of ten (10) units per acre. For the purposes of calculating density within the Medium Density portions of the site, all residential lands designated either Low density residential or Medium Density Residential may be used to determine the maximum overall permitted density of ten (10) units per acre, provided that the low density buffer identified in subsection a (above) shall be maintained at a maximum density of 3 dwellings units per acre.

Response: Residential development is not a part of this commercial rezone proposal.

c) A masonry wall, at least six feet in height shall be installed along the length of the western property boundary of the Site, providing a separation between the Site and the adjoining plat of Country Ridge. This wall shall be constructed simultaneously with the development of the adjacent lands that are designated Low Density Residential. Approval of a specific design for the masonry wall shall be part of the development approval process for the Low Density Residential lands. The wall shall be constructed in earth tones consistent with surrounding neighborhoods such as the Applewood and Cherrywood subdivision.

Response: A masonry wall meeting the standards established in the development agreement is proposed to be built along the boundary with the Country Ridge subdivision as part of PUD approval for the Terraces at Queensgate South.

d) *The Owner shall provide dedicated right-of-way for a future extension of Queensgate Drive, extending southward from Keene Road, through the Site to its connection to Shockley Road. This right-of-way dedication shall be made to the City at the time that an applicable land use application is reviewed and finalized by the Owner or a Developer for any portion of the Site and shall be dedicated in its entirety at such time. The right-of-way width for future Queensgate Drive shall be determined at the subdivision or land use approval stage based on City development standards then in effect and consultation with the City's Public Works Director or designee. The specific alignment of the future roadway for Queensgate Drive shall be mutually agreed to by the Owner (or the Developer) and the City. Access points to and from future Queensgate Drive shall be determined at the subdivision or project review stage, however, the Owner (and Developer as the Owner's successor-in-interest) understands that direct access from single family residential lots shall not be allowed, and commercial access points may be limited consistent with City development standards then in effect and based on review and evaluation by the City's Public Works Director or designee.*

Response: Full development of the site will include complete improvements of Queensgate Drive to a minor arterial standard with multiple travel lanes, turn lanes, a roundabout, bicycle paths and sidewalks. The applicant's team has been working closely with City staff to coordinate the general design of this road corridor.

e) *Buffer standards for the eastern boundary of the site shall be established at the time a specific zoning proposal is submitted to the City and at a minimum shall address:*

- 1. Building setbacks;*
- 2. Maximum building height;*
- 3. Landscape screening and/or fencing;*
- 4. Restrictions on outdoor lighting;*
- 5. Restrictions on location of outdoor storage areas, truck loading docks, refuse collection areas.*

The intent of the buffer shall be to provide an adequate separation between the proposed commercial/multi-family residential use and the adjoining low density residential land use to protect the low density residential property from impacts of noise, and light and glare.

Response: This commercial rezone proposal does not include property near the eastern boundary of the lands that are subject to the development agreement.

f) *Access from future development onto Keene Road and/or the future Queensgate Drive shall be subject to road approach review and/or permits from the City, which review may include review of commercially reasonable site distances from existing intersections, including the intersection of Keene Road/Queensgate Drive.*

Response: The applicant's team has worked closely with city staff to coordinate potential locations for access onto Keene Road. Current plans call for a 300' separation between Queensgate/Keene intersection and the proposed roundabout. No direct access from Queensgate Drive would be provided to the commercial property.

g) Zoning for the portion of the Site designated as Commercial may be C-1, C-2 or C-LB or may be part of a Planned Unit Development. Identified compatibility concerns at the zoning or project stage may be addressed by concomitant agreement(s) that limit potential commercial uses shown to be incompatible with nearby residential uses. Zoning for the portions of the Site designated as Multifamily/Office shall be zoned C-LB (Limited Business) or shall be part of a Planned Unit Development. Unless otherwise approved by a variance at the project stage, permitted development will be limited to building heights no more than forty (40) feet on portions of the Site zoned commercial west of Queensgate Drive.

Response: This proposal is generally compliant with these requirements as follows:

1. The site would be zoned C-2 as provided for in the agreement;
2. Building height would be limited to 40 feet as called for in the agreement, to be implemented through a concomitant agreement or similar means as determined by the City;
3. Given that the future commercial development of the site will be oriented towards Queensgate Drive, away from the Country Ridge neighborhood, (as contemplated in the proposed concomitant agreement), a C-2 commercial use would be less impactful to the neighborhood than a C-LB multi-family building or professional office building that includes windows and/or balconies overlooking homes within Country Ridge.
4. Some latitude is built into the agreement providing for some minor deviations to the plan (Refer to Section 10(k) of the agreement), The proposed shifting of the zoning boundaries to include the entire site with C-2 zoning qualifies as a minor deviation as contemplated in the agreement.

h. Development proposals within the portions of the Site designated as Commercial shall not be approved unless they are determined to be consistent with the design standards included in Exhibit B (attached) of this agreement and Section 23.28.020(D)(1) through (4) of the Richland Municipal Code.

Response: Commercial development will be designed to be consistent with these standards.

i. Development proposals within the portions of the Site designated as Low Density Residential shall be reviewed and approved through the City Subdivision process as specified in Title 24 of

the Richland Municipal Code or through the Planned Unit Development Application Procedures as set forth in Chapter 23.50 of the Richland Municipal Code.

Response: Residential development is not part of this commercial rezoning proposal.

- j. Development proposals within the portion of the site adjoining Lariat Lane Right-of-Way shall provide for the extension of Lariat Lane eastward to connect with the future Queensgate Drive extension, unless said extension is determined to be unnecessary by the City. Any extension from Lariat Lane into the Site shall be accomplished through an indirect route that will include at least nine hundred (900) feet of travel in a north-south orientation before Lariat Lane can be connected to Queensgate Drive. The design of Lariat Lane may also include other traffic calming measures. The intent of this provision is to provide connectivity between the County Ridge neighborhood and the Site but to keep Lariat Lane from functioning as a collector street.*

Response: This requirement is not applicable to this commercial rezoning proposal. It was addressed in the adjacent Terraces at Queensgate South PUD.

- k. The process of implementing the comprehensive plan may result in some minor deviations to the plan, such as adjustments in zoning boundary lines. Such deviations may be acceptable if they are deemed minor in nature and consistent with items a through j as listed above.*

Response: The commercial rezone proposal does include some minor deviations to the zoning boundaries, where C-2 zoning is requested for the entirety of the site, rather than split zoning as contemplated in the original agreement, with a mix of C-2 and C-LB zoning. Future commercial development would be less impactful than a 55 foot tall apartment building or office building that would likely include windows and/or balconies overlooking the nearby Country Ridge neighborhood. Instead, future retail use would be focused to the east, with no traffic or appreciable activity occurring on the west side of the building facing County Ridge.

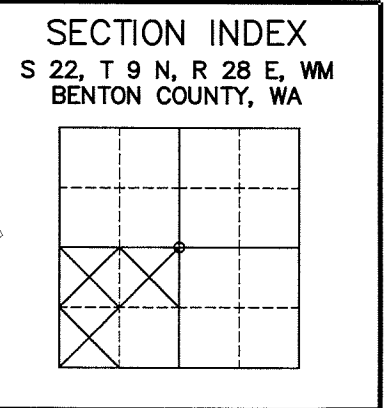
- l. The City shall provide notification to the Country Ridge Homeowners Association President and Richard Forman of any development proposed within the Site that requires public review under the provisions of the Richland Municipal Code.*

Response: This is an obligation to be met by the City.

RECORD OF SURVEY FOR BOUNDARY LINE ADJUSTMENT
PORTIONS OF THE SW 1/4, THE NW 1/4 AND THE NE 1/4 OF THE SW 1/4 OF SECTION 22,
TOWNSHIP 9 NORTH, RANGE 28 EAST, W.M.,
BENTON COUNTY, WASHINGTON.

SURVEY #5135

SHEET 1 OF 5



ORIGINAL LEGAL DESCRIPTIONS

LOT 1

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 9 NORTH, RANGE 28 EAST, W.M., BENTON COUNTY, WASHINGTON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 22; THENCE NORTH 00°29'16" EAST ALONG THE WEST LINE THEREOF A DISTANCE OF 2433.16 FEET TO THE SOUTHERLY RIGHT-OF-WAY MARGIN OF KEENE ROAD AS DEEDED TO THE STATE OF WASHINGTON BY WARRANTY DEED RECORDED UNDER BENTON COUNTY AUDITOR'S FILE NO. 845365; THENCE SOUTH 68°05'20" EAST ALONG SAID MARGIN A DISTANCE OF 167.97 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 5690.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AND ALONG SAID MARGIN, THROUGH A CENTRAL ANGLE OF 2°58'00" A DISTANCE OF 294.60 FEET; THENCE SOUTH 53°13'09" EAST, ALONG SAID MARGIN, A DISTANCE OF 101.12 FEET; THENCE SOUTH 66°00'37" EAST, ALONG SAID MARGIN, A DISTANCE OF 66.36 FEET TO THE TRUE POINT OF BEGINNING; THENCE, LEAVING SAID MARGIN, SOUTH 27°57'01" WEST A DISTANCE OF 289.88 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 1090.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 23°53'51" A DISTANCE OF 454.63 FEET TO A POINT OF COMPOUND CURVE HAVING A RADIUS OF 9540.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 3°54'48" A DISTANCE OF 651.57 FEET; THENCE NORTH 88°25'48" EAST A DISTANCE OF 276.58 FEET; THENCE NORTH 89°14'37" EAST A DISTANCE OF 98.91 FEET; THENCE NORTH 00°41'01" WEST A DISTANCE OF 883.15 FEET; THENCE NORTH 42°11'07" EAST A DISTANCE OF 376.94 FEET TO THE HEREINBEFORE SAID RIGHT-OF-WAY MARGIN AND THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 5690.00 FEET AND FROM WHICH THE CHORD BEARS NORTH 59°04'12" WEST A DISTANCE OF 10.47 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AND ALONG SAID MARGIN, THROUGH A CENTRAL ANGLE OF 0°06'20" A DISTANCE OF 10.47 FEET; THENCE NORTH 70°46'11" WEST, ALONG SAID MARGIN, A DISTANCE OF 50.61 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 5680.00 FEET AND FROM WHICH THE CHORD BEARS NORTH 60°52'21" WEST A DISTANCE OF 247.80 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AND ALONG SAID MARGIN, THROUGH A CENTRAL ANGLE OF 2°29'59" A DISTANCE OF 247.82 FEET; THENCE NORTH 66°00'37" WEST, ALONG SAID MARGIN, A DISTANCE OF 66.36 FEET TO THE POINT OF BEGINNING.

LOT 2

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 9 NORTH, RANGE 28 EAST, W.M., BENTON COUNTY, WASHINGTON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 22; THENCE NORTH 00°29'16" EAST ALONG THE WEST LINE THEREOF A DISTANCE OF 260.00 FEET; THENCE, LEAVING SAID LINE, NORTH 89°14'37" EAST A DISTANCE OF 20.03 FEET; THENCE SOUTH 00°29'16" WEST A DISTANCE OF 79.99 FEET; THENCE NORTH 89°14'37" EAST A DISTANCE OF 105.00 FEET; THENCE SOUTH 00°29'16" WEST A DISTANCE OF 150.00 FEET TO INTERSECT A LINE 30.00 FEET NORTHERLY OF AND PARALLEL WITH THE SOUTH LINE OF SAID SECTION; THENCE NORTH 89°14'37" EAST, ALONG SAID PARALLEL LINE, A DISTANCE OF 266.75 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 89°14'37" EAST, ALONG SAID PARALLEL LINE, A DISTANCE OF 242.31 FEET; THENCE, LEAVING SAID LINE, NORTH 00°29'16" EAST A DISTANCE OF 767.54 FEET; THENCE SOUTH 88°25'48" WEST A DISTANCE OF 276.58 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 9540.00 FEET AND FROM WHICH THE CHORD BEARS SOUTH 02°05'05" EAST A DISTANCE OF 740.58 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 4°26'56" A DISTANCE OF 740.77 FEET TO A POINT OF REVERSE CURVE HAVING A RADIUS 260.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 4°41'08" A DISTANCE OF 21.26 FEET; THENCE SOUTH 00°22'35" WEST A DISTANCE OF 1.80 FEET TO THE POINT OF BEGINNING.

LOT 3

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 9 NORTH, RANGE 28 EAST, W.M., BENTON COUNTY, WASHINGTON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 22; THENCE NORTH 00°29'16" EAST ALONG THE WEST LINE THEREOF A DISTANCE OF 2433.16 FEET TO THE SOUTHERLY RIGHT-OF-WAY MARGIN OF KEENE ROAD AS DEEDED TO THE STATE OF WASHINGTON BY WARRANTY DEED RECORDED UNDER BENTON COUNTY AUDITOR'S FILE NO. 845365; THENCE SOUTH 68°05'20" EAST ALONG SAID MARGIN A DISTANCE OF 167.97 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 5690.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AND ALONG SAID MARGIN, THROUGH A CENTRAL ANGLE OF 0°28'22" A DISTANCE OF 46.96 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTHEASTERLY ALONG THE ARC OF SAID CURVE AND ALONG SAID MARGIN THROUGH A CENTRAL ANGLE OF 2°29'37" A DISTANCE OF 247.65 FEET; THENCE SOUTH 53°13'09" EAST, ALONG SAID MARGIN, A DISTANCE OF 101.12 FEET; THENCE SOUTH 66°00'37" EAST, ALONG SAID MARGIN, A DISTANCE OF 131.96 FEET; THENCE, LEAVING SAID MARGIN, SOUTH 27°57'01" WEST A DISTANCE OF 289.88 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 1090.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 15°01'40" A DISTANCE OF 285.89 FEET; THENCE SOUTH 89°57'18" WEST A DISTANCE OF 199.29 FEET; THENCE NORTH 00°29'16" EAST A DISTANCE OF 736.83 FEET TO THE POINT OF BEGINNING.

LOT 4

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 9 NORTH, RANGE 28 EAST, W.M., BENTON COUNTY, WASHINGTON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 22; THENCE NORTH 00°29'16" EAST ALONG THE WEST LINE THEREOF A DISTANCE OF 260.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING NORTH 00°29'16" EAST ALONG SAID WEST LINE A DISTANCE OF 2173.16 FEET TO THE SOUTHERLY RIGHT-OF-WAY MARGIN OF KEENE ROAD AS DEEDED TO THE STATE OF WASHINGTON BY WARRANTY DEED RECORDED UNDER BENTON COUNTY AUDITOR'S FILE NO. 845365; THENCE SOUTH 68°05'20" EAST ALONG SAID MARGIN A DISTANCE OF 167.97 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 5690.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AND ALONG SAID MARGIN, THROUGH A CENTRAL ANGLE OF 0°28'22" A DISTANCE OF 46.96 FEET; THENCE, LEAVING SAID MARGIN, SOUTH 00°29'16" WEST A DISTANCE OF 736.83 FEET; THENCE NORTH 89°57'18" EAST A DISTANCE OF 199.29 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 1090.00 FEET AND FROM WHICH THE CHORD BEARS SOUTH 08°29'16" WEST A DISTANCE OF 168.57 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 8°52'11" A DISTANCE OF 168.74 FEET TO A POINT OF COMPOUND CURVE HAVING A RADIUS OF 9540.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 8°21'44" A DISTANCE OF 1392.33 FEET TO A POINT OF REVERSE CURVE HAVING A RADIUS 260.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 4°41'08" A DISTANCE OF 21.26 FEET; THENCE SOUTH 00°22'35" WEST A DISTANCE OF 1.80 FEET TO INTERSECT A LINE 30.00 FEET NORTHERLY OF AND PARALLEL WITH THE SOUTH LINE OF SAID SECTION; THENCE SOUTH 89°14'37" WEST, ALONG SAID PARALLEL LINE, A DISTANCE OF 266.75 FEET; THENCE, LEAVING SAID LINE, NORTH 00°29'16" EAST A DISTANCE OF 150.00 FEET; THENCE SOUTH 89°14'37" WEST A DISTANCE OF 105.00 FEET; THENCE NORTH 00°29'16" EAST A DISTANCE OF 79.99 FEET; THENCE SOUTH 89°14'37" WEST A DISTANCE OF 20.03 FEET TO THE POINT OF BEGINNING.

BASIS OF BEARING

NAD 1983/11
WASHINGTON STATE PLANE SOUTH PROJECTION, BASED ON GPS
OBSERVATIONS USING WSRN AND GEOID 2012A. UNITS OF MEASUREMENT
ARE US SURVEY FEET.

AUDITOR'S CERTIFICATE

FILED FOR RECORD THIS 15th DAY OF NOVEMBER, 2022, AT 32 MINUTES PAST 10 A.M. RECORDS OF THE BENTON COUNTY AUDITOR, KENNEWICK, WASHINGTON.

RECORDING NUMBER 2022-035589

Brenda Chilton

COUNTY AUDITOR

FE

Muante (Deputy)

BY

SURVEY FOR

COLUMBIA VALLEY PROPERTY HOLDINGS, LLC
16455 NE 99TH STREET
REDMOND, WA98052

EQUIPMENT USED

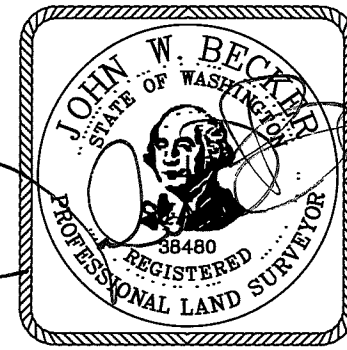
3" TOTAL STATION USING STANDARD FIELD
TRAVERSE METHODS FOR CONTROL AND STAKING.

SURVEYOR'S CERTIFICATE

I, JOHN W. BECKER, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF WASHINGTON, HEREBY CERTIFY THAT THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECT SUPERVISION IN SEPTEMBER, 2022, IN COMPLIANCE WITH THE REQUIREMENTS OF THE SURVEY RECORDING ACT, CHAPTER 58.09 R.C.W. AND 332-130 W.A.C., AT THE REQUEST OF COLUMBIA VALLEY PROPERTY HOLDINGS, LLC.

JOHN W. BECKER, PLS 38480

DATE



DWN. BY	DATE
TD	9/7/22
CHKD. BY	JOB NO.
JB	2210404



TACOMA · SEATTLE · SPOKANE · TRI-CITIES

5804 Road 90, Suite H Pasco, WA 99301
509.380.5883 TEL 253.383.2572 FAX www.ahbl.com WEB

2022-035589 B: 01 P: 5735 SUR
11/15/2022 10:32:17 AM Pages 5 Fee \$307.50
Benton County Auditor's Office

RECORD OF SURVEY FOR BOUNDARY LINE ADJUSTMENT

SURVEY # 5735

SHEET 2 OF 5

PORTIONS OF THE SW 1/4, THE NW 1/4 AND THE NE 1/4 OF THE SW 1/4 OF SECTION 22,

TOWNSHIP 9 NORTH, RANGE 28 EAST, W.M.,

BENTON COUNTY, WASHINGTON.

REVISED LEGAL DESCRIPTIONS

REVISED LOT 1

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 9 NORTH, RANGE 28 EAST, W.M., BENTON COUNTY, WASHINGTON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 22; THENCE NORTH 00°29'16" EAST ALONG THE WEST LINE THEREOF A DISTANCE OF 2433.16 FEET TO THE SOUTHERLY RIGHT-OF-WAY MARGIN OF KEENE ROAD AS DEEDED TO THE STATE OF WASHINGTON BY WARRANTY DEED RECORDED UNDER BENTON COUNTY AUDITOR'S FILE NO. 845365; THENCE SOUTH 68°05'20" EAST ALONG SAID MARGIN A DISTANCE OF 167.96 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 5690.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AND ALONG SAID MARGIN, THROUGH A CENTRAL ANGLE OF 02°58'00" A DISTANCE OF 294.60 FEET; THENCE SOUTH 53°13'09" EAST, ALONG SAID MARGIN, A DISTANCE OF 101.12 FEET; THENCE SOUTH 66°00'37" EAST, ALONG SAID MARGIN, A DISTANCE OF 128.24 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 5680.00 FEET, THE CHORD OF WHICH BEARS SOUTH 61°55'07" EAST A DISTANCE OF 40.40 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00°24'27" A DISTANCE OF 40.40 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 02°05'32" A DISTANCE OF 207.42 FEET; THENCE SOUTH 70°46'11" EAST A DISTANCE OF 50.61 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 5690.00 FEET, THE CHORD OF WHICH BEARS SOUTH 59°04'12" EAST A DISTANCE OF 10.47; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00°06'20" A DISTANCE OF 10.47 FEET; THENCE LEAVING SAID SOUTHERLY MARGIN, SOUTH 42°11'07" WEST A DISTANCE OF 376.94 FEET; THENCE SOUTH 00°41'01" EAST A DISTANCE OF 883.15 FEET TO THE NORTH LINE OF LOT 1 AS DEPICTED ON SURVEY RECORDED IN VOLUME 1 OF SURVEYS AT PAGE 960, RECORDS OF BENTON COUNTY, WASHINGTON; THENCE SOUTH 89°14'37" WEST ALONG SAID NORTH LINE AND ITS WESTERLY PROJECTION A DISTANCE OF 280.89 FEET; THENCE NORTH 00°29'16" EAST A DISTANCE OF 579.01 FEET; THENCE NORTH 04°48'01" EAST A DISTANCE OF 79.68 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 1774.22 FEET, THE CHORD OF WHICH BEARS NORTH 16°32'54" EAST A DISTANCE OF 433.99 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 14°03'01" A DISTANCE OF 435.08 FEET; THENCE NORTH 28°26'30" EAST A DISTANCE OF 231.11 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 30.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 89°50'36" A DISTANCE OF 47.04 FEET TO THE POINT OF BEGINNING AND THE END OF THIS DESCRIPTION.

REVISED LOT 2

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 9 NORTH, RANGE 28 EAST, W.M., BENTON COUNTY, WASHINGTON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 22; THENCE NORTH 00°29'16" EAST ALONG THE WEST LINE THEREOF A DISTANCE OF 30.00 FEET TO THE NORTHERLY MARGIN OF SHOCKLEY ROAD; THENCE NORTH 89°14'37" EAST ALONG SAID NORTHERLY MARGIN A DISTANCE OF 496.95 FEET TO THE TRUE POINT OF BEGINNING THENCE CONTINUING ALONG SAID NORTHERLY MARGIN, NORTH 89°14'37" EAST A DISTANCE OF 137.14 FEET TO THE SOUTHWEST CORNER OF LOT 1 AS DEPICTED ON SURVEY RECORDED IN VOLUME 1 OF SURVEYS AT PAGE 960, RECORDS OF BENTON COUNTY, WASHINGTON; THENCE NORTH 00°29'16" EAST ALONG THE WEST LINE OF SAID LOT A DISTANCE OF 767.54 FEET TO THE NORTHWEST CORNER THEREOF; THENCE SOUTH 89°14'37" WEST ALONG THE WESTERLY PROJECTION OF THE NORTH LINE OF SAID LOT A DISTANCE OF 181.98 FEET; THENCE SOUTH 00°29'16" WEST A DISTANCE OF 621.99 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 264.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 08°42'36" A DISTANCE OF 40.13 FEET; THENCE SOUTH 08°13'19" EAST A DISTANCE OF 58.44 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 336.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 03°22'27" A DISTANCE OF 19.79 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 30.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 85°54'31" A DISTANCE OF 44.98 FEET TO THE POINT OF BEGINNING AND THE END OF THIS DESCRIPTION.

REVISED LOT 3

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 9 NORTH, RANGE 28 EAST, W.M., BENTON COUNTY, WASHINGTON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 22; THENCE NORTH 00°29'16" EAST ALONG THE WEST LINE THEREOF A DISTANCE OF 2433.16 FEET TO THE SOUTHERLY RIGHT-OF-WAY MARGIN OF KEENE ROAD AS DEEDED TO THE STATE OF WASHINGTON BY WARRANTY DEED RECORDED UNDER BENTON COUNTY AUDITOR'S FILE NO. 845365; THENCE SOUTH 68°05'20" EAST ALONG SAID MARGIN A DISTANCE OF 155.77 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTH 68°05'20" EAST ALONG SAID MARGIN A DISTANCE OF 12.19 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 5690.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AND ALONG SAID MARGIN, THROUGH A CENTRAL ANGLE OF 02°58'00" A DISTANCE OF 294.60 FEET; THENCE SOUTH 53°13'09" EAST, ALONG SAID MARGIN, A DISTANCE OF 101.12 FEET; THENCE SOUTH 66°00'37" EAST, ALONG SAID MARGIN, A DISTANCE OF 70.08 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 30.00 FEET; THENCE LEAVING SAID SOUTHERLY MARGIN, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 94°27'08" A DISTANCE OF 49.46 FEET; THENCE SOUTH 28°26'30" WEST A DISTANCE OF 140.55 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 341.00; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 13°1'00" A DISTANCE OF 77.47 FEET; THENCE SOUTH 15°25'30" WEST A DISTANCE OF 77.90 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 233.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 07°39'14" A DISTANCE OF 31.13 FEET; THENCE SOUTH 23°04'44" WEST A DISTANCE OF 38.23 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 53.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 18°05'50" A DISTANCE OF 16.74 FEET; THENCE SOUTH 41°10'33" WEST A DISTANCE OF 32.82 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 43.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 43°59'50" A DISTANCE OF 33.02 FEET; THENCE SOUTH 85°10'23" WEST A DISTANCE OF 66.34 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 531.64 FEET, THE CHORD OF WHICH BEARS SOUTH 88°53'40" WEST A DISTANCE OF 40.99 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THOUGH A CENTRAL ANGLE OF 04°25'09" A DISTANCE OF 41.00 FEET; THENCE NORTH 80°03'24" WEST A DISTANCE OF 61.27 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 127.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 36°07'24" A DISTANCE OF 80.07 FEET; THENCE NORTH 00°29'20" EAST A DISTANCE OF 647.47 FEET TO THE POINT OF BEGINNING AND THE END OF THIS DESCRIPTION.

REVISED LOT 4

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 9 NORTH, RANGE 28 EAST, W.M., BENTON COUNTY, WASHINGTON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 22; THENCE NORTH 00°29'16" EAST ALONG THE WEST LINE THEREOF A DISTANCE OF 30.00 FEET TO THE NORTHERLY MARGIN OF SHOCKLEY ROAD; THENCE NORTH 89°14'37" EAST ALONG SAID NORTHERLY MARGIN A DISTANCE OF 125.03 FEET TO THE TRUE POINT OF BEGINNING THENCE CONTINUING ALONG SAID NORTHERLY MARGIN, NORTH 89°14'37" EAST A DISTANCE OF 371.92 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 30.00 FEET, THE CHORD OF WHICH BEARS NORTH 47°48'07" WEST A DISTANCE OF 40.88 FEET; THENCE LEAVING SAID NORTHERLY MARGIN, NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 85°54'31" A DISTANCE OF 44.98 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 336.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 03°22'27" A DISTANCE OF 19.79 FEET; THENCE NORTH 08°13'19" WEST A DISTANCE OF 58.44 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 264.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 08°42'36" A DISTANCE OF 40.13 FEET; THENCE NORTH 00°29'16" EAST A DISTANCE OF 1201.00 FEET; THENCE NORTH 04°48'01" EAST A DISTANCE OF 79.68 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 1774.22 FEET, THE CHORD OF WHICH BEARS NORTH 16°32'54" EAST A DISTANCE OF 433.99 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 14°03'01" A DISTANCE OF 435.08 FEET; THENCE NORTH 28°26'30" EAST A DISTANCE OF 231.11 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 30.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 89°50'36" A DISTANCE OF 47.04 FEET TO THE SOUTHERLY RIGHT-OF-WAY MARGIN OF KEENE ROAD AS DEEDED TO THE STATE OF WASHINGTON BY WARRANTY DEED RECORDED UNDER BENTON COUNTY AUDITOR'S FILE NO. 845365, AND THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 5680.00 FEET, THE CHORD OF WHICH BEARS NORTH 61°55'07" WEST A DISTANCE OF 40.40 FEET; THENCE NORTHWESTERLY ALONG SAID SOUTHERLY MARGIN AND SAID CURVE, THROUGH A CENTRAL ANGLE OF 00°24'27" A DISTANCE OF 40.40 FEET; THENCE CONTINUING ALONG SAID SOUTHERLY MARGIN, NORTH 66°00'37" WEST A DISTANCE OF 128.24 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 30.00 FEET, THE CHORD OF WHICH BEARS SOUTH 18°47'04" EAST A DISTANCE OF 44.04 FEET; THENCE LEAVING SAID SOUTHERLY MARGIN, SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 94°27'08" A DISTANCE OF 49.46 FEET; THENCE SOUTH 28°26'30" WEST A DISTANCE OF 140.55 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 341.00; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 13°1'00" A DISTANCE OF 77.47 FEET; THENCE SOUTH 15°25'30" WEST A DISTANCE OF 77.90 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 233.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 07°39'14" A DISTANCE OF 31.13 FEET; THENCE SOUTH 23°04'44" WEST A DISTANCE OF 38.23 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 53.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 18°05'50" A DISTANCE OF 16.74 FEET; THENCE SOUTH 41°10'33" WEST A DISTANCE OF 32.82 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 43.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 43°59'50" A DISTANCE OF 33.02 FEET; THENCE SOUTH 85°10'23" WEST A DISTANCE OF 66.34 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 531.64 FEET, THE CHORD OF WHICH BEARS SOUTH 88°53'40" WEST A DISTANCE OF 40.99 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THOUGH A CENTRAL ANGLE OF 04°25'09" A DISTANCE OF 41.00 FEET; THENCE NORTH 80°03'24" WEST A DISTANCE OF 61.27 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 127.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 36°07'24" A DISTANCE OF 80.07 FEET; THENCE NORTH 00°29'20" EAST A DISTANCE OF 647.47 FEET TO SAID SOUTHERLY MARGIN; THENCE NORTH 68°05'20" WEST A DISTANCE OF 155.77 FEET TO THE WEST LINE OF SAID SOUTHWEST QUARTER; THENCE SOUTH 00°29'16" WEST ALONG SAID WEST LINE A DISTANCE OF 2173.16 FEET; THENCE LEAVING SAID WEST LINE, NORTH 89°14'37" EAST A DISTANCE OF 20.03 FEET; THENCE SOUTH 00°29'16" WEST A DISTANCE OF 79.99 FEET; THENCE NORTH 89°14'37" WEST A DISTANCE OF 105.0 FEET; THENCE SOUTH 00°29'16" WEST A DISTANCE OF 150.00 FEET TO THE POINT OF BEGINNING AND THE END OF THIS DESCRIPTION.

DWN. BY	DATE
TD	9/7/22
CHKD. BY	JOB NO.
JB	2210404

AUDITOR'S CERTIFICATE

FILED FOR RECORD THIS 15th DAY OF November, 2022, AT 32 MINUTES PAST 10 A.M. RECORDS OF THE BENTON COUNTY AUDITOR, KENNEDICK WASHINGTON. RECORDING NUMBER 2022- 035589.

Brenda Chilton
COUNTY AUDITOR
601 P5735
FEE
mlmanc (Deputy)
BY



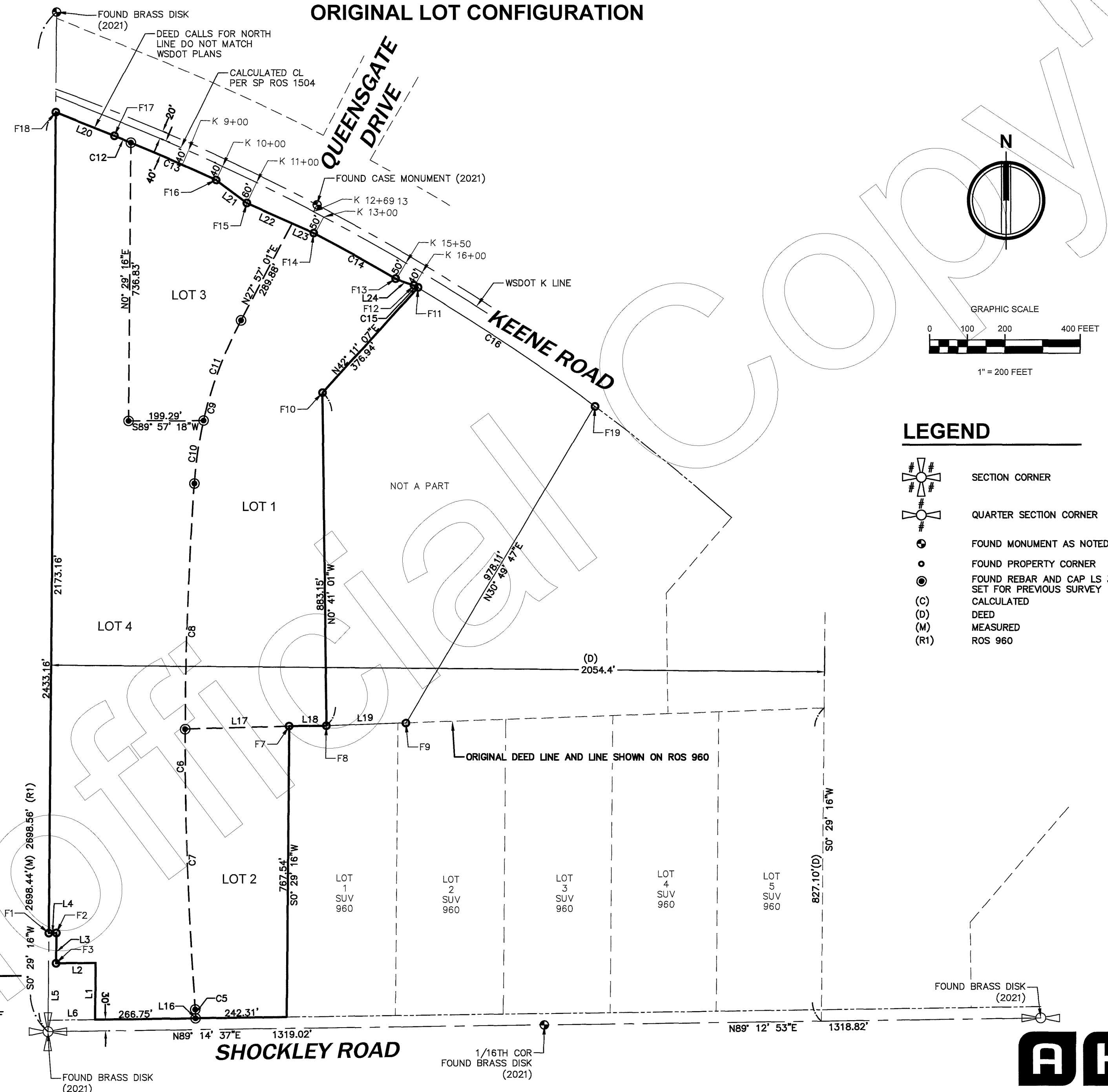
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5804 Road 90, Suite H Pasco, WA 99301
509 380 5883 TEL 253.383.2572 FAX www.ahbl.com WEB

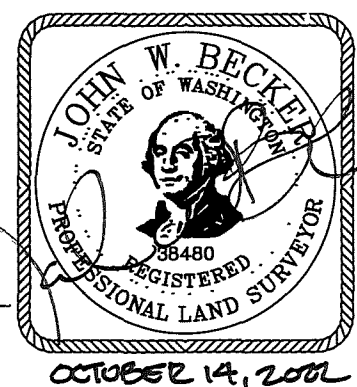
RECORD OF SURVEY FOR BOUNDARY LINE ADJUSTMENT **SURVEY #5735** SHEET 3 OF 5
PORTIONS OF THE SW 1/4, THE NW 1/4 AND THE NE 1/4 OF THE SW 1/4 OF SECTION 22,
TOWNSHIP 9 NORTH, RANGE 28 EAST, W.M.,
BENTON COUNTY, WASHINGTON.

ORIGINAL LOT CONFIGURATION



LEGEND

- SECTION CORNER
- QUARTER SECTION CORNER
- FOUND MONUMENT AS NOTED
- FOUND PROPERTY CORNER
- FOUND REBAR AND CAP LS 38480 SET FOR PREVIOUS SURVEY
- (C) CALCULATED
- (D) DEED
- (M) MEASURED
- (R1) ROS 960



AUDITOR'S CERTIFICATE

FILED FOR RECORD THIS 15th DAY OF NOVEMBER,
2022, AT 32 MINUTES PAST 10 A.M. RECORDS OF
THE BENTON COUNTY AUDITOR, KENNEWICK, WASHINGTON.

RECORDING NUMBER 2022-035589

Brenda Chilton
COUNTY AUDITOR

B01 P5735

FEE

W. L. L. (Deputy)

BY

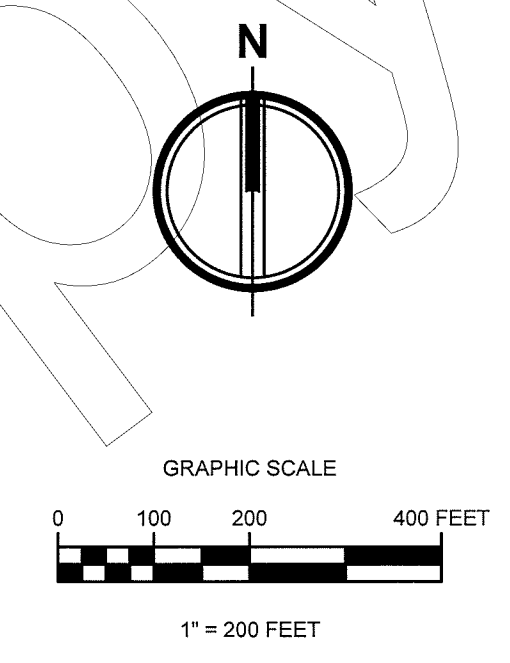
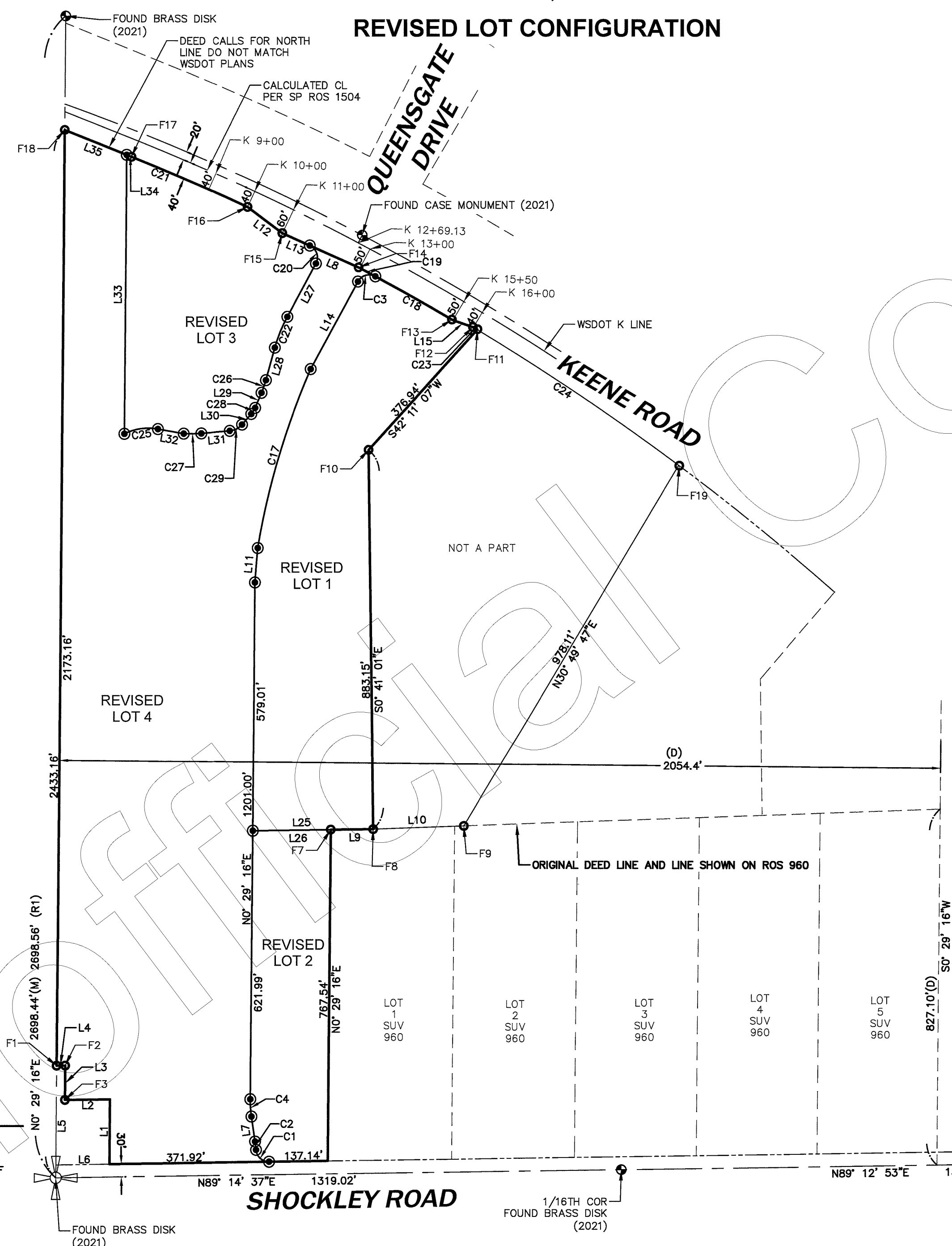
DWN. BY	DATE
TD	9/7/22
CHKD. BY	JOB NO.
JB	2210404



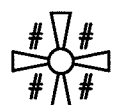
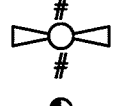

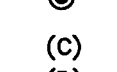
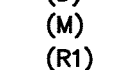




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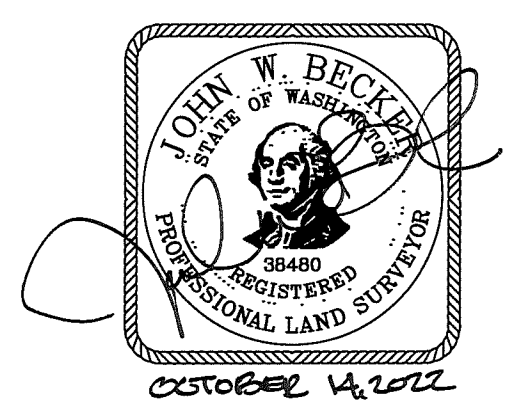
5804 Road 90, Suite H Pasco, WA 99301
509.380.5883 TEL 253.383.2572 FAX www.ahbl.com WEB

RECORD OF SURVEY FOR BOUNDARY LINE ADJUSTMENT **SURVEY #5735** SHEET 4 OF 5
PORTIONS OF THE SW 1/4, THE NW 1/4 AND THE NE 1/4 OF THE SW 1/4 OF SECTION 22,
TOWNSHIP 9 NORTH, RANGE 28 EAST, W.M.,
BENTON COUNTY, WASHINGTON.



LEGEND

-  SECTION CORNER
-  QUARTER SECTION CORNER
-  FOUND MONUMENT AS NOTED
-  FOUND PROPERTY CORNER
-  SET REBAR AND CAP LS 38480
-  (C) CALCULATED
-  (D) DEED
-  (M) MEASURED
-  (R1) ROS 960



AUDITOR'S CERTIFICATE

FILED FOR RECORD THIS 15th DAY OF NOVEMBER,
2022, AT 32 MINUTES PAST 10 A.M. RECORDS OF
THE BENTON COUNTY AUDITOR, KENNEWICK, WASHINGTON.
RECORDING NUMBER 2022-039989
BY Brenda Chilton
COUNTY AUDITOR
801 P5735
FEE
BY Mcnamara (Deputy)

DWN. BY	DATE
TD	9/7/22
CHKD. BY	JOB NO.
JB	2210404



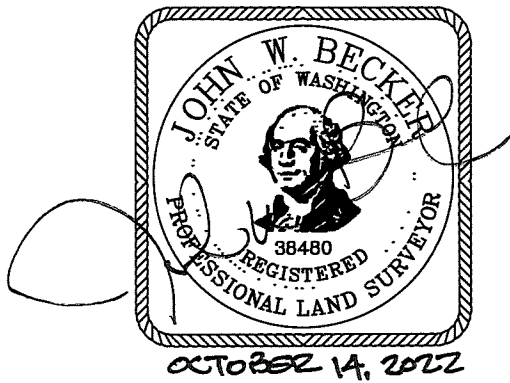
5804 Road 90, Suite H Pasco, WA 99301
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RECORD OF SURVEY FOR BOUNDARY LINE ADJUSTMENT **SURVEY#5735** SHEET 5 OF 5
PORTIONS OF THE SW 1/4, THE NW 1/4 AND THE NE 1/4 OF THE SW 1/4 OF SECTION 22,
TOWNSHIP 9 NORTH, RANGE 28 EAST, W.M.,
BENTON COUNTY, WASHINGTON.
REVISED LOT CONFIGURATION

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH
C1	44.98	30.00	85°54'31"	N47° 48' 07"W	40.88
C2	19.79	336.00	3°22'27"	N6° 32' 06"W	19.78
C3	47.04	30.00	89°50'36"	N73° 21' 48"E	42.37
C4	40.13	264.00	8°42'36"	N3° 52' 01"W	40.09
C5	21.26	260.00	4°41'08"	N1° 57' 59"W	21.26
C6	1392.33	9540.00	8°21'44"	S0° 07' 42"E	1391.10
C7	740.77	9540.00	4°26'56"	N2° 05' 05"W	740.58
C8	651.57	9540.00	3°54'48"	N2° 05' 47"E	651.44
C9	454.63	1090.00	23°53'51"	S16° 00' 06"W	451.34
C10	168.74	1090.00	8°52'11"	N8° 29' 16"E	168.57
C11	285.89	1090.00	15°01'40"	N20° 26' 12"E	285.07
C12	46.96	5690.00	0°28'22"	S67° 51' 09"E	46.96
C13	247.65	5690.00	2°29'37"	S66° 22' 09"E	247.63
C14	247.82	5680.00	2°29'59"	N60° 52' 21"W	247.80
C15	10.47	5690.00	0°06'20"	N59° 04' 12"W	10.47
C16	565.87	5690.00	5°41'53"	S56° 10' 05"E	565.64
C17	435.08	1774.22	14°03'01"	N16° 32' 54"E	433.99
C18	207.42	5680.00	2°05'32"	S60° 40' 08"E	207.41
C19	40.40	5680.00	0°24'27"	S61° 55' 07"E	40.40
C20	49.46	30.00	94°27'08"	S18° 47' 04"E	44.04
C21	294.60	5690.00	2°58'00"	N66° 36' 20"W	294.57
C22	77.47	341.00	13°01'00"	S21° 56' 00"W	77.30
C23	10.47	5690.00	0°06'20"	S59° 04' 12"E	10.47
C24	565.87	5690.00	5°41'53"	S56° 10' 05"E	565.64
C25	80.07	127.00	36°07'24"	S81° 52' 54"W	78.75
C26	31.13	233.00	7°39'14"	S19° 15' 07"W	31.10
C27	41.00	531.64	4°25'09"	S88° 53' 40"W	40.99
C28	16.74	53.00	18°05'50"	S32° 07' 39"W	16.67
C29	33.02	43.00	43°59'50"	S63° 10' 28"W	32.21

LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	150.00	S0° 29' 16"W
L2	105.00	N89° 14' 37"E
L3	79.99	S0° 29' 16"W
L4	20.03	N89° 14' 37"E
L5	229.94	N0° 27' 52"E
L6	125.03	N89° 14' 37"E
L7	58.44	S8° 13' 19"E
L8	128.24	S66° 00' 37"E
L9	98.91	N89° 14' 37"E
L10	211.32	N87° 56' 53"E
L11	79.68	N4° 48' 01"E
L12	101.12	S53° 13' 09"E
L13	70.08	S66° 00' 37"E
L14	231.11	N28° 26' 30"E
L15	50.61	S70° 46' 11"E
L16	1.80	N0° 22' 35"E
L17	276.58	N88° 25' 48"E
L18	98.91	N89° 14' 37"E
L19	211.32	N87° 56' 53"E
L20	167.97	S68° 05' 20"E

LINE TABLE		
LINE #	LENGTH	DIRECTION
L21	101.12	S53° 13' 09"E
L22	131.96	S66° 00' 37"E
L23	66.36	S66° 00' 37"E
L24	50.61	N70° 46' 11"W
L25	280.89	S89° 14' 37"W
L26	181.98	S89° 14' 37"W
L27	140.55	S28° 26' 30"W
L28	77.90	S15° 25' 30"W
L29	38.23	S23° 04' 44"W
L30	32.82	S41° 10' 33"W
L31	66.34	S85° 10' 23"W
L32	61.27	N80° 03' 24"W
L33	647.47	N0° 29' 20"E
L34	12.19	S68° 05' 20"E
L35	155.77	S68° 05' 20"E



AUDITOR'S CERTIFICATE

FILED FOR RECORD THIS 15th DAY OF NOVEMBER,
2022 AT 32 MINUTES PAST 10 A.M. RECORDS OF
THE BENTON COUNTY AUDITOR, KENNEWICK, WASHINGTON.
RECORDING NUMBER 2022-035589.
Brenda Chilton
COUNTY AUDITOR
801 P5735
FEE
McCrath (Deputy)
BY

DWN. BY	DATE
TD	9/7/22
CHKD. BY	JOB NO.
JB	2210404

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510 N. COLORADO ST., STE B
KENNEWICK, WA 99336 Phone: 509-783-0661 Fax: 509-783-2256

SUBDIVISION GUARANTEE

SCHEDULE A

Office File Number BF15325 Ref. No.:	Policy Number	Date of Policy at 12:00 AM	Amount of Insurance \$0.00	Premium \$0.00
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NAME OF ASSURED:

Aqtera Engineering

THE ASSURANCES REFERRED TO ON THE FACE PAGE ARE:

THAT, ACCORDING TO THOSE PUBLIC RECORDS WHICH, CONSTRUCTIVE NOTICE OF MATTERS RELATIVE TO THE DESCRIPTION OF WHICH IS FULLY SET FORTH IN UNDER THE RECORDING LAWS, IMPART FOLLOWING DESCRIBED REAL PROPERTY:

SEE ATTACHED EXHIBIT "A"

TITLE TO SAID REAL PROPERTY IS VESTED IN:

Columbia Valley Property Holdings, LLC, a Washington Limited Liability Company

SUBJECT TO THE MATTERS SHOWN BELOW UNDER EXCEPTIONS, WHICH EXCEPTIONS ARE NOT NECESSARILY SHOWN IN THE ORDER OF THEIR PRIORITY.

EXCEPTIONS:

1. GENERAL TAXES AND ASSESSMENTS, IF ANY, NO SEARCH HAVING BEEN MADE THEREOF; ALSO, TAXES OR ASSESSMENTS WHICH ARE NOT SHOWN AS EXISTING LIENS BY THE RECORDS OF ANY TAXING AUTHORITY THAT LEVIES TAXES OR ASSESSMENTS ON REAL PROPERTY OR BY THE PUBLIC RECORDS.
2. UNPATENTED MINING CLAIMS, RESERVATIONS OR EXCEPTIONS IN THE UNITED STATES PATENTS OR IN ACTS AUTHORIZING THE ISSUANCE THEREOF; WATER RIGHTS, CLAIMS OR TITLE TO WATER.
3. TITLE TO ANY PROPERTY BEYOND THE LINES OF THE REAL PROPERTY EXPRESSLY DESCRIBED HEREIN, OR TITLE TO STREETS, ROADS, AVENUES, LANES, WAYS OR WATERWAYS ON WHICH SUCH REAL PROPERTY ABUTS, OR THE RIGHT TO MAINTAIN THEREIN VAULTS, TUNNELS, RAMPS, OR ANY OTHER STRUCTURE OR IMPROVEMENT; OR ANY RIGHTS OR EASEMENTS THEREIN UNLESS SUCH PROPERTY, RIGHTS OR EASEMENTS ARE EXPRESSLY AND SPECIFICALLY SET FORTH IN SAID DESCRIPTION.

Subdivision Guarantee

Page 1

Policy Number:

ADDITIONAL EXCEPTIONS:

1. **LIABILITY TO FUTURE ASSESSMENT BY KENNEWICK IRRIGATION DISTRICT, NONE NOW DUE AND PAYABLE.**
2. **RESERVATIONS BY THE UNITED STATES OF AMERICA INSTRUMENT RECORDED UNDER AUDITOR'S FILE NO. 514550.**
3. **MATTERS SHOWN ON RECORD SURVEY NOS. 1098, 504 AND 5562.**
4. **DEVELOPMENT AGREEMENT RECORDED UNDER AUDITOR'S FILE NO. 2010-024273.**
5. **GROWTH MANAGEMENT SETTLEMENT AGREEMENT RECORDED UNDER AUDITOR'S FILE NO. 2010-024274.**
6. **UNRECORDED LEASEHOLDS, IF ANY; RIGHTS OF VENDORS AND HOLDERS OF A SECURITY INTEREST ON PERSONAL PROPERTY INSTALLED UPON THE LAND; AND RIGHTS OF TENANTS TO REMOVE TRADE FIXTURES AT THE EXPIRATION OF THE TERM.**
7. **EASEMENT, INCLUDING THE TERMS, COVENANTS AND PROVISIONS THEREOF;**
 RECORDED: NOVEMBER 25, 1959
 RECORDING NO.: 427504
 IN FAVOR OF: BENTON RURAL ELECTRIC ASSOCIATION
 FOR: ELECTRIC POWER WIRES
8. **EASEMENT, INCLUDING THE TERMS, COVENANTS AND PROVISIONS THEREOF;**
 RECORDED: FEBRUARY 21, 1957
 RECORDING NO.: 368616
 IN FAVOR OF: BENTON RURAL ELECTRIC ASSOCIATION
 FOR: ELECTRIC POWER WIRES
9. **TERMS AND CONDITIONS OF THOSE CERTAIN CONTRACTS RELATIVE TO THE OPERATION OF THE KENNEWICK IRRIGATION DISTRICT ENTERED INTO BETWEEN THE UNITED STATES OF AMERICA AND GEORGE AND BETTY HUNT AND RECORDED OCTOBER 15, 1956 UNDER AUDITOR'S FILE NO. 363433.**
10. **EASEMENT AND THE TERMS AND CONDITIONS THEREOF:**
 GRANTEE: KERRY AND JONGJIT WATTS
 RECORDED: October 18, 2007
 AUDITOR'S FILE NO.: 2007-034554
 AREA AFFECTED: PARCEL A
 FOR: UTILITIES
11. **DEED OF TRUST AND THE TERMS AND CONDITIONS THEREOF:**
 GRANTOR: COLUMBIA VALLEY PROPERTY HOLDINGS, LLC
 TRUSTEE: BENTON FRANKLIN TITLE COMPANY
 BENEFICIARY: THE TIGER IRON TRUST, DATED JANUARY 14TH 2017, ACTING BY AND THROUGH KERRY LINDON WATTS, TRUSTEE
 AMOUNT: \$7,250,000.00
 DATED: UNDISCLOSED
 RECORDED: November 10, 2021
 AUDITOR'S FILE NO.: 2021-051441

Subdivision Guarantee

Policy Number:

12. DEED OF TRUST AND THE TERMS AND CONDITIONS THEREOF:

GRANTOR: COLUMBIA VALLEY PROPERTY HOLDINGS, LLC
TRUSTEE: BENTON FRANKLIN TITLE COMPANY
BENEFICIARY: FRIENDSHIP ENTERPRISES, LLC
AMOUNT: \$2,750,000.00
DATED: UNDISCLOSED
RECORDED: November 10, 2021
AUDITOR'S FILE NO.: 2021-051460

13. DEED OF TRUST AND THE TERMS AND CONDITIONS THEREOF:

GRANTOR: COLUMBIA VALLEY PROPERTY HOLDINGS, LLC
TRUSTEE: BENTON FRANKLIN TITLE COMPANY
BENEFICIARY: FRIENDSHIP ENTERPRISES, LLC
AMOUNT: \$2,000,000.00
DATED: UNDISCLOSED
RECORDED: November 10, 2021
AUDITOR'S FILE NO.: 2021-051461

14. DEED OF TRUST AND THE TERMS AND CONDITIONS THEREOF:

GRANTOR: COLUMBIA VALLEY PROPERTY HOLDINGS, LLC
TRUSTEE: BENTON FRANKLIN TITLE COMPANY
BENEFICIARY: FRIENDSHIP ENTERPRISES, LLC
AMOUNT: \$1,500,000.00
DATED: UNDISCLOSED
RECORDED: November 10, 2021
AUDITOR'S FILE NO.: 2021-051462

15. DEED OF TRUST AND THE TERMS AND CONDITIONS THEREOF:

GRANTOR: COLUMBIA VALLEY PROPERTY HOLDINGS, LLC
TRUSTEE: BENTON FRANKLIN TITLE COMPANY
BENEFICIARY: FRIENDSHIP ENTERPRISES, LLC
AMOUNT: \$500,000.00
DATED: UNDISCLOSED
RECORDED: November 10, 2021
AUDITOR'S FILE NO.: 2021-051463

END OF SCHEDULE A EXCEPTIONS.

Subdivision Guarantee

Benton Franklin Title Company

Privacy Policy Notice

PURPOSE OF THIS NOTICE

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of **Benton Franklin Title Company**

We may collect nonpublic personal information about you from the following sources:

- Information we receive from you such as on applications or other forms.
- Information about your transactions we secure from our files, or from [our affiliates or] others.
- Information we receive from a consumer reporting agency.
- Information that we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates as permitted by law.

WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

ORT 287-C 5/07/01

EXHIBIT ALOT 1 (1-2298-303-0002-002)

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 9 NORTH, RANGE 28 EAST, W.M., BENTON COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 22;

THENCE NORTH 00°29'16" EAST ALONG THE WEST LINE THEREOF A DISTANCE OF 2433.16 FEET TO THE SOUTHERLY RIGHT-OF-WAY MARGIN OF KEENE ROAD AS DEEDED TO THE STATE OF WASHINGTON BY WARRANTY DEED RECORDED UNDER AUDITOR'S FILE NO. 845365;

THENCE SOUTH 68°05'20" EAST ALONG SAID MARGIN A DISTANCE OF 167.97 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 5690.00 FEET;

THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AND ALONG SAID MARGIN, THROUGH A CENTRAL ANGLE OF 2°58'00" A DISTANCE OF 294.60 FEET;

THENCE SOUTH 53°13'09" EAST, ALONG SAID MARGIN, A DISTANCE OF 101.12 FEET;

THENCE SOUTH 66°00'37" EAST, ALONG SAID MARGIN, A DISTANCE OF 66.36 FEET TO THE TRUE POINT OF BEGINNING;

THENCE, LEAVING SAID MARGIN, SOUTH 27°57'01" WEST A DISTANCE OF 289.88 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 1090.00 FEET;

THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 23°53'51" A DISTANCE OF 454.63 FEET TO A POINT OF COMPOUND CURVE HAVING A RADIUS OF 9540.00 FEET;

THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 3°54'48" A DISTANCE OF 651.57 FEET;

THENCE NORTH 88°25'48" EAST A DISTANCE OF 276.58 FEET;

THENCE NORTH 89°14'37" EAST A DISTANCE OF 98.91 FEET;

THENCE NORTH 00°41'01" WEST A DISTANCE OF 883.15 FEET;

THENCE NORTH 42°11'07" EAST A DISTANCE OF 376.94 FEET TO THE HEREINBEFORE SAID RIGHT-OF-WAY MARGIN AND THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 5690.00 FEET AND FROM WHICH THE CHORD BEARS NORTH 59°04'12" WEST A DISTANCE OF 10.47 FEET;

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AND ALONG SAID MARGIN, THROUGH A CENTRAL ANGLE OF 0°06'20" A DISTANCE OF 10.47 FEET;

THENCE NORTH 70°46'11" WEST, ALONG SAID MARGIN, A DISTANCE OF 50.61 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 5680.00 FEET AND FROM WHICH THE CHORD BEARS NORTH 60°52'21" WEST A DISTANCE OF 247.80 FEET;

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AND ALONG SAID MARGIN, THROUGH A CENTRAL ANGLE OF 2°29'59" A DISTANCE OF 247.82 FEET;

THENCE NORTH 66°00'37" WEST, ALONG SAID MARGIN, A DISTANCE OF 66.36 FEET TO THE POINT OF BEGINNING.

Subdivision Guarantee

Page 5

LOT 2 (1-2298-300-0002-001)

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 9 NORTH, RANGE 28 EAST, W.M., BENTON COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 22;

THENCE NORTH 00°29'16" EAST ALONG THE WEST LINE THEREOF A DISTANCE OF 260.00 FEET;

THENCE, LEAVING SAID LINE, NORTH 89°14'37" EAST A DISTANCE OF 20.03 FEET;

THENCE SOUTH 00°29'16" WEST A DISTANCE OF 79.99 FEET;

THENCE NORTH 89°14'37" EAST A DISTANCE OF 105.00 FEET;

THENCE SOUTH 00°29'16" WEST A DISTANCE OF 150.00 FEET TO INTERSECT A LINE 30.00 FEET NORTHERLY OF AND PARALLEL WITH THE SOUTH LINE OF SAID SECTION;

THENCE NORTH 89°14'37" EAST, ALONG SAID PARALLEL LINE, A DISTANCE OF 266.75 FEET TO THE TRUE POINT OF BEGINNING;

THENCE NORTH 89°14'37" EAST, ALONG SAID PARALLEL LINE, A DISTANCE OF 242.31 FEET;

THENCE, LEAVING SAID LINE, NORTH 00°29'16" EAST A DISTANCE OF 767.54 FEET;

THENCE SOUTH 88°25'48" WEST A DISTANCE OF 276.58 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 9540.00 FEET AND FROM WHICH THE CHORD BEARS SOUTH 02°05'05" EAST A DISTANCE OF 740.58 FEET;

THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 4°26'56" A DISTANCE OF 740.77 FEET TO A POINT OF REVERSE CURVE HAVING A RADIUS 260.00 FEET;

THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 4°41'08" A DISTANCE OF 21.26 FEET;

THENCE SOUTH 00°22'35" WEST A DISTANCE OF 1.80 FEET TO THE POINT OF BEGINNING.

LOT 3 (1-2298-300-0003-002)

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 9 NORTH, RANGE 28 EAST, W.M., BENTON COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 22;

THENCE NORTH 00°29'16" EAST ALONG THE WEST LINE THEREOF A DISTANCE OF 2433.16 FEET TO THE SOUTHERLY RIGHT-OF-WAY MARGIN OF KEENE ROAD AS DEEDED TO THE STATE OF WASHINGTON BY WARRANTY DEED RECORDED UNDER AUDITOR'S FILE NO. 845365;

THENCE SOUTH 68°05'20" EAST ALONG SAID MARGIN A DISTANCE OF 167.97 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 5690.00 FEET;

THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AND ALONG SAID MARGIN, THROUGH A CENTRAL ANGLE OF 0°28'22" A DISTANCE OF 46.96 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING SOUTHEASTERLY ALONG THE ARC OF SAID CURVE AND ALONG SAID MARGIN THROUGH A CENTRAL ANGLE OF 2°29'37" A DISTANCE OF 247.65 FEET;

THENCE SOUTH 53°13'09" EAST, ALONG SAID MARGIN, A DISTANCE OF 101.12 FEET;

THENCE SOUTH 66°00'37" EAST, ALONG SAID MARGIN, A DISTANCE OF 66.36 FEET;

THENCE, LEAVING SAID MARGIN, SOUTH 27°57'01" WEST A DISTANCE OF 289.88 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 1090.00 FEET;

THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 15°01'40" A DISTANCE OF 285.89 FEET;

THENCE SOUTH 89°57'18" WEST A DISTANCE OF 199.29 FEET;

THENCE NORTH 00°29'16" EAST A DISTANCE OF 736.83 FEET TO THE POINT OF BEGINNING.

LOT 4 (1-2298-300-0004-000)

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 9 NORTH, RANGE 28 EAST, W.M., BENTON COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 22;

THENCE NORTH 00°29'16" EAST ALONG THE WEST LINE THEREOF A DISTANCE OF 260.00 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING NORTH 00°29'16" EAST ALONG SAID WEST LINE A DISTANCE OF 2173.16 FEET TO THE SOUTHERLY RIGHT-OF-WAY MARGIN OF KEENE ROAD AS DEEDED TO THE STATE OF WASHINGTON BY WARRANTY DEED RECORDED UNDER AUDITOR'S FILE NO. 845365;

THENCE SOUTH 68°05'20" EAST ALONG SAID MARGIN A DISTANCE OF 167.97 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 5690.00 FEET;

THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AND ALONG SAID MARGIN, THROUGH A CENTRAL ANGLE OF 0°28'22" A DISTANCE OF 46.96 FEET;

THENCE, LEAVING SAID MARGIN, SOUTH 00°29'16" WEST A DISTANCE OF 736.83 FEET;

THENCE NORTH 89°57'18" EAST A DISTANCE OF 199.29 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 1090.00 FEET AND FROM WHICH THE CHORD BEARS SOUTH 08°29'16" WEST A DISTANCE OF 168.57 FEET;

THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 8°52'11" A DISTANCE OF 168.74 FEET TO A POINT OF COMPOUND CURVE HAVING A RADIUS OF 9540.00 FEET;

THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 8°21'44" A DISTANCE OF 1392.33 FEET TO A POINT OF REVERSE CURVE HAVING A RADIUS 260.00 FEET;

THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 4°41'08" A DISTANCE OF 21.26 FEET;

THENCE SOUTH 00°22'35" WEST A DISTANCE OF 1.80 FEET TO INTERSECT A LINE 30.00 FEET NORTHERLY OF AND PARALLEL WITH THE SOUTH LINE OF SAID SECTION;

THENCE SOUTH 89°14'37" WEST, ALONG SAID PARALLEL LINE, A DISTANCE OF 266.75 FEET;

THENCE, LEAVING SAID LINE, NORTH 00°29'16" EAST A DISTANCE OF 150.00 FEET;

THENCE SOUTH 89°14'37" WEST A DISTANCE OF 105.00 FEET;

THENCE NORTH 00°29'16" EAST A DISTANCE OF 79.99 FEET;

THENCE SOUTH 89°14'37" WEST A DISTANCE OF 20.03 FEET TO THE PONT OF BEGINNING.

LOT 5 (1-2298-300-0001-009)

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 9 NORTH, RANGE 28 EAST, W.M., BENTON COUNTY, WASHINGTON, LYING SOUTHERLY OF THE SOUTHERLY RIGHT-OF-WAY MARGIN OF KEENE ROAD AS DEEDED TO THE STATE OF WASHINGTON BY WARRANTY DEED RECORDED UNDER BENTON COUNTY AUDITOR'S FILE NO. 845365 AND LYING NORTH AND WEST OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 22;

THENCE NORTH 00°32'05" EAST ALONG THE WEST LINE OF SAID SECTION A DISTANCE OF 797.55 FEET;

THENCE, LEAVING SAID LINE, NORTH 89°14'37" EAST, PARALLEL WITH THE SOUTH LINE OF SAID SECTION, A DISTANCE OF 733.00 FEET TO THE TRUE POINT OF BEGINNING;

THENCE NORTH 87°56'53" EAST A DISTANCE OF 211.32 FEET;

THENCE NORTH 30°49'47" EAST A DISTANCE OF 978.11 FEET, MORE OR LESS, TO THE SOUTHERLY RIGHT-OF-WAY MARGIN OF KEENE ROAD ON A CURVE CONCAVE TO THE SOUTHWEST, THE RADIUS POINT OF WHICH BEARS SOUTH 36°40'51" WEST A DISTANCE OF 5690.00 FEET;

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 5°41'53" A DISTANCE OF 565.87 FEET;

THENCE, LEAVING SAID MARGIN, SOUTH 42°11'07" WEST A DISTANCE OF 376.94 FEET;

THENCE SOUTH 00°41'01" EAST A DISTANCE OF 883.15 FEET TO THE POINT OF BEGINNING.

ENDORSEMENT

Attached to and forming a part of
Policy Number **SGW-08004583**
Issued By **Benton Franklin Title Company**
acting as agent for
Old Republic National Title Insurance Company

Endorsement No. **1**
File Number **BF15325**

The Company hereby assures the Assured that there are no matters shown by the public records which affect the estate or interest described in Schedule A, other than those shown in Schedule B, except:

NO CHANGES

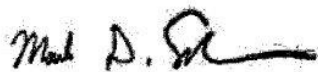
The effective date for the Guarantee is hereby extended to the date shown herein, subject, however, to any additional matters shown above.

The total liability of the Company under said Guarantee and under this endorsement thereto shall not exceed, in the aggregate, the amount stated in said Guarantee. This endorsement is made a part of said Guarantee and in subject to the exclusions from coverage, the limits of liability and other provisions of the Conditions and Stipulations therein, except as modified by the provisions hereof.

Dated: **June 14, 2022** at **8:00 a.m.**

**Benton Franklin Title Company as agent for
Old Republic National Title Insurance Company**

Countersigned



Authorized Signatory

Note: This endorsement shall not be valid or binding
until countersigned by an authorized signatory.

Guarantee Update Endorsement

Contract No. 92-10

**DEVELOPMENT AGREEMENT
BY AND BETWEEN THE CITY OF RICHLAND
AND JOHN PERRY, JULEE ANN PERRY, BEULAH COSENS, LINDA
NORWOOD, KERRY WATTS AND JONGJIT WATTS**

THIS DEVELOPMENT AGREEMENT is made and entered into this 20th day of ~~June~~ ^{July}, 2009, by and between the City of Richland, a First Class code Washington municipal corporation, hereinafter the "City," and John Perry, Julee Ann Perry, Beulah Cousins, Linda Norwood, Kerry Watts and Jongjit Watts, property owners; hereinafter the "Owners."

RECITALS

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

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

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

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

WHEREAS, this Development Agreement by and between the City of Richland and the Owners relates to the amendment of the City Comprehensive Plan land use designations for approximately 47 acres of land generally located south of Keene Road, north of Shockley Road, east of the Plat of Country Ridge and which consists of five separate parcels of record and which has been the subject of File #Z2008-109; and

WHEREAS, the following events have occurred in the processing of the Developer's application:

- a) By Ordinance No. 32-08, the City amended the City's Comprehensive Plan land use designation for the Property from Low Density Residential to Commercial (12.5 acres) and Medium Density Residential (34.5 acres) ;
- b) Richard Forman and the Country Ridge Homeowners Association, parties of record, filed an appeal before the Eastern Washington Growth Management Hearings Board challenging the validity of the comprehensive plan amendment;

c) Adoption of this development agreement will complete a settlement agreement entered into between the city of Richland, the property owners and the appellants.

d) After a public hearing, by Ordinance No. ~~21-10~~ the City Council authorized the City Manager to sign this Development Agreement with the Owners; and

Now, therefore, the parties hereto agree as follows:

General Provisions

Section 1. *The Project.* Future development of the site is anticipated to be a mix of commercial, office and residential uses as set forth in the comprehensive plan. The owners acknowledge that there is not yet a specific development proposal for the site. This agreement anticipates that the Owners will develop plans themselves and/or sell the site to a Developer(s) who will then develop specific plans for the future use of the site.

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

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

a) “*Adopting Ordinance*” means the Ordinance which approves this Development Agreement, as required by RCW 36.70B.200.

b) “*Developer*” means any party or parties who acquire ownership of the site or a portion of the site and bring forward plans for the future development of the site and who shall be subject to the applicable provisions of this agreement.

c) “*Existing Development Regulations*” means the ordinances adopted by the City Council of Richland in effect on the date that the Adopting Ordinance takes effect, including the following provisions of the Richland Municipal Code: Title 12 – Streets, Title 19 – Development Regulation Administration, Title 20 – Buildings, Title 22 – Environment, Title 23 – Zoning, Title 24 – Subdivision, and Title 27 Signs as well as all other provisions of City Code that address design standards.

d) “*Owners*” means collectively the parties who have ownership interest in the five parcels of record that comprise the Site.

e) “*Project*” means the anticipated development of the Site, as specified in Section 1 and as addressed in the City’s adopted comprehensive plan.

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

a) Exhibit A – Legal description of the Site.

b) Exhibit B – Design standards

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

a) The “City” is the City of Richland, 505 Swift Boulevard, Richland, WA 99352.

b) The “Owners” are John Perry, PO Box 5900, Kennewick, WA 99336; Julee Ann Perry, 1102 Appaloosa Way, Richland, WA 99352; Beulah Cosens, 3680 Keene Road, Richland, WA 99352; Linda Norwood, 324 Columbia Point Drive, Richland, WA

99352; Kerry Watts and Jongjit Watts, 68 Canyon Street, Richland, WA 99352; all of whom have ownership interests in some of the five parcels that comprise the site.

c) The “Developer.” From time to time, as provided in this Agreement, the Owners may sell or otherwise lawfully dispose of a portion of the Site to a Developer who shall be subject to the provisions of this Agreement related to such portion of the Site.

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

Section 7. *Term of Agreement.* This Agreement shall commence upon the effective date of the Adopting Ordinance approving this Agreement, and shall continue in force indefinitely. This agreement may be modified upon the City’s adoption of zoning for the site in a fashion consistent with the Comprehensive Plan, provided that any modification to the agreement shall be consistent with Section 18 herein and shall be consistent with the intent of this agreement. This or any future agreement shall be terminated when the Site has been fully developed. Fully developed shall mean any combination of final plat and site plan approval consistent with this agreement that bind the entire site. The terms and conditions of settlement agreement regarding Eastern Washington Growth Management Hearing Board appeal No. 09-1004 are incorporated by reference into this development agreement. Other than as set forth in these agreements, the Growth Board Petitioners do not obtain any greater participation rights in the development of the site described in Exhibit A.

Section 8. *Vested Rights of Owner.* During the term of this Agreement, in developing the Site consistent with the Project described herein, the Owners are assured, and the City agrees, that the Site shall be permitted to develop in accordance with the comprehensive plan designations put into place on the site and that the development rights, obligations, terms and conditions specified in this Agreement are fully vested in the Owners and may not be changed or modified by the City, except as may be expressly permitted by, and in accordance with, the terms and conditions of this Agreement, or as expressly consented thereto by the Owners.

Section 9. *Current Permitted Uses* The current permitted uses, the density and intensity of use, the maximum height and size of proposed buildings shall be consistent with the zoning regulations pertaining to the SAG Suburban Agriculture and AG – Agricultural zoning districts, as codified in Title 23 of the Richland Municipal Code. This zoning shall remain in place until such time when the Owners and/or a Developer brings forward a proposal to amend the zoning.

Section 10 *Future Uses.* The future permitted uses, the density and intensity of use, the maximum height and size of proposed buildings shall be determined when the City grants approval of an application(s) for zoning amendment brought forward by the Owners and/or Developer. The future zoning shall be consistent with the City’s adopted comprehensive plan and shall include the following:

- a) A buffer area of Low density residential development designated along the westerly property boundary of the Site, adjacent to the Country Ridge property line and zoned for R-1-12. The buffer would provide for two tiers of single family residential lots separated by a road corridor, providing for an overall density not to exceed three (3) lots per acre (inclusive of such road corridor). A Planned Unit Development may be utilized to achieve a density average consistent with this agreement. These lots would meet all R-1-12 zoning standards, and such lots adjoining the adjacent Country Ridge development shall be laid out with their rear yards facing the Country Ridge property line.
- b) Areas that are designated as Medium Density Residential in the comprehensive plan may be developed to an average density of ten (10) units per acre. For the purposes of calculating density within the Medium Density portions of the site, all residential lands designated either Low density residential or Medium Density Residential may be used to determine the maximum overall permitted density of ten (10) units per acre, provided that the low density buffer identified in subsection a (above) shall be maintained at a maximum density of 3 dwelling units per acre.
- c) A masonry wall, at least six feet in height shall be installed along the length of the western property boundary of the Site, providing a separation between the Site and the adjoining plat of Country Ridge. This wall shall be constructed simultaneously with the development of the adjacent lands that are designated Low Density Residential. Approval of a specific design for the masonry wall shall be part of the development approval process for the Low Density Residential lands. The wall shall be constructed in earth tones consistent with surrounding neighborhoods such as the Applewood and Cherrywood subdivisions.
- d) The Owners shall provide a dedication of a future Queensgate Drive Right-of-Way, extending southward from Keene Road, through the Site to its connection to Shockley Road. This Right-of-Way dedication shall be granted in its entirety at the time that a zoning application is brought forward by the Owners or a Developer for any portion of the Site. The Right-of-Way dedication for Queensgate Drive shall be 70 feet in width. The specific alignment of the future roadway shall be as mutually agreed to by the Owners and the City. Queensgate Drive has been classified as a planned Arterial Collector on the City's Street Function Class Map. As such, direct access from residential lots will be prohibited and commercial access will be managed to limit the number of access points.
- e) Buffer standards for the eastern boundary of the site shall be established at the time a specific zoning proposal is submitted to the City and at a minimum shall address:
 - 1. Building setbacks;
 - 2. Maximum building height;
 - 3. Landscape screening and/or fencing;
 - 4. Restrictions on outdoor lighting;

5. Restrictions on location of outdoor storage areas, truck loading docks, refuse collection areas.

The intent of the buffer shall be to provide an adequate separation between the proposed commercial/multi-family residential use and the adjoining low density residential land use to protect the low density residential property from impacts of noise, and light and glare.

- f) No access for future development from the Site onto Keene Road will be permitted. Access from future development onto the future Queensgate Drive shall be separated from the Keene Road/Queensgate Drive intersection by a minimum distance of 300 feet;
- g) Zoning for the portions of the site designated as Commercial shall either be C-1 Neighborhood Retail or shall be part of a Planned Unit Development that will specifically limit the potential commercial uses to those that are of a neighborhood scale and compatible with nearby residential uses and otherwise consistent with C-1 Neighborhood Retail zoning. Zoning for the portions of the site designated as Multi-Family/Office shall be zoned C-LB Limited Business or shall be part of a Planned Unit Development that will specifically limit uses to those that are compatible with C-LB Limited Business zoning. In either case, the permitted development will be specifically limited to buildings no more than thirty (30) feet in height or more than two-stories.
- h) Development proposals within the portions of the Site designated as Commercial shall not be approved unless they are determined to be consistent with the design standards included in Exhibit B (attached) of this agreement and Section 23.28.020(D)(1) through (4) of the Richland Municipal Code.
- i) Development proposals within the portions of the Site designated as Low Density Residential shall be reviewed and approved through the City Subdivision process as specified in Title 24 of the Richland Municipal Code or through the Planned Unit Development Application Procedures as set forth in Chapter 23.50 of the Richland Municipal Code.
- j) Development proposals within the portion of the site adjoining Lariat Lane Right-of-Way shall provide for the extension of Lariat Lane eastward to connect with the future Queensgate Drive extension, unless said extension is determined to be unnecessary by the City. Any extension of Lariat Lane into the Site shall be accomplished through an indirect route that will include at least nine hundred (900) feet of travel in a north-south orientation before Lariat Lane can be connected to Queensgate Drive. The design of Lariat Lane may also include other traffic calming measures. The intent of this provision is to provide connectivity between the Country Ridge neighborhood and the Site but to keep Lariat Lane from functioning as a collector street.
- k) The process of implementing the comprehensive plan may result in some minor deviations to the plan, such as adjustments in zoning boundary lines. Such deviations may be acceptable if they are deemed minor in nature and consistent with Items a through j as listed above.
- l) The City shall provide notification to the Country Ridge Homeowners Association President and Richard Forman of any development proposed

within the Site that requires public review under the provisions of the Richland Municipal Code.

Section 11. *Subject to City Development Standards.* The Owners acknowledge that the development of the site shall be subject to the City's development standards in place at the time development proposals are brought forward, including but not limited to requirements for payments of fees and/or dedication of property for mitigation of traffic and park impacts; and for the installation and extension of public utility and street systems.

Section 12. *Further Discretionary Actions.* The Owners acknowledge that the City Municipal Code contemplates the exercise of further discretionary powers by the City. These powers include, but are not limited to, review of permit applications under SEPA and under the provisions of Title 19 of the Richland Municipal Code – Development Regulation Administration. Nothing in this Agreement shall be construed to limit the authority or the obligation of the City to hold legally required public hearings, or to limit the discretion of the City and any of its officers or officials in complying with or applying the provisions of the City Municipal Code.

Section 13. *Existing Land Use Fees and Impact Fees.*

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

B. All impact fees shall be paid as set forth in the approved permit or approval, or as addressed in the Titles 12 and 20 of the Richland Municipal Code.

Section 14. *Default.*

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

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

C. Extensions of time granted in writing by mutual consent by all parties to this agreement shall not be construed as a default.

Section 15. *Termination* This or any future Agreement shall be terminated when the Site has been fully developed in accordance with the Agreement. Fully developed shall mean

any combination of final plat approval and site plan approval consistent with this agreement that binds the entire site.

Section 16. *Assignment and Assumption.* This agreement shall not restrict the right of the owners to sell, assign or transfer their properties to any person, firm or corporation. The Owners shall provide the City with written notice of any intent to sell, assign, or transfer all or a portion of the Subject Property, at least 30 days in advance of such action.

Section 17. *Covenants Running with the Land.* The conditions and covenants set forth in this Agreement and incorporated herein by the Exhibits shall run with the land and the benefits and burdens shall bind and inure to the benefit of the parties. The Owners, Developer(s) and every purchaser, assignee or transferee of an interest in the Site, or any portion thereof, shall be obligated and bound by the terms and conditions of this Agreement, and shall be the beneficiary thereof and a party thereto, but only with respect to the Site, or such portion thereof, sold, assigned or transferred to it. Any such purchaser, assignee or transferee shall observe and fully perform all of the duties and obligations of an Owner contained in this Agreement, as such duties and obligations pertain to the portion of the Site sold, assigned or transferred to it.

Section 18. *Amendment to Agreement; Effect of Agreement on Future Actions.* This Agreement may be amended by mutual consent of all of the parties, to make minor amendments consistent with the terms of this agreement or to obtain relief from unduly oppressive terms or conditions, provided that any such amendment shall follow the process established by law for the adoption of a development agreement (*see*, RCW 36.70B.200) and be consistent with the intent of the original agreement. However, nothing in this Agreement shall prevent the City Council from making any amendment to its Comprehensive Plan, Zoning Code, Official Zoning Map or development regulations affecting the Site as the City Council may deem necessary to the extent required by a serious threat to public health and safety. The City shall provide notification to the Country Ridge Homeowners Association President of any proposed amendment to this Development Agreement.

Section 19. *Releases.* Owners, and any subsequent Developer, may free itself from further obligations relating to the sold, assigned, or transferred property, provided that the buyer, assignee or transferee expressly assumes the obligations under this Agreement as provided herein.

Section 20. *Notices.* Notices, demands, correspondence to the City and Owners shall be sufficiently given if dispatched by pre-paid first-class mail to the addresses of the parties as designated in Section 5. Notice to the City shall be to the attention of both the City Director of Community Development and the City Attorney. Notices to subsequent Owners shall be required to be given by the City only for those Owners who have given the City written notice of their address for such notice. The parties hereto may, from time to time, advise the other of new addresses for such notices, demands or correspondence.

Section 21. *Applicable Law and Attorneys' Fees.* This Agreement shall be construed and enforced in accordance with the laws of the State of Washington. If litigation is initiated to enforce the terms of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs from the non-prevailing party. Venue for any action shall lie in Benton County Superior Court or the U.S. District Court for Eastern Washington.

Section 22. *Third Party Legal Challenge.* In the event any legal action or special proceeding is commenced by any person or entity other than a party or an Owner to challenge this Agreement or any provision herein, the City may elect to tender the defense of such lawsuit or individual claims in the lawsuit to Owner(s). In such event, Owners shall hold the City harmless from and defend the City from all costs and expenses incurred in the defense of such lawsuit or individual claims in the lawsuit, including but not limited to, attorneys' fees and expenses of litigation, and damages awarded to the prevailing party or parties in such litigation. The Owners shall not settle any lawsuit without the consent of the City. The City shall act in good faith and shall not unreasonably withhold consent to settle.

Section 23. *Specific Performance.* The parties specifically agree that damages are not an adequate remedy for breach of this Agreement, and that the parties are entitled to compel specific performance of all material terms of this Development Agreement by any party in default hereof.

Section 24. *Severability.* If any phrase, provision or section of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, or if any provision of this Agreement is rendered invalid or unenforceable according to the terms of any statute of the State of Washington which became effective after the effective date of the ordinance adopting this Agreement, and either party in good faith determines that such provision or provisions are material to its entering into this Agreement, that party may elect to terminate this Agreement as to all of its obligations remaining unperformed.

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

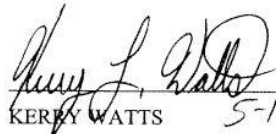
OWNERS

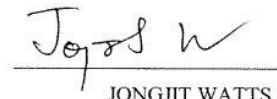

JOHN C. PERRY


LINDA NORWOOD

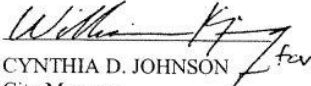

JULEE ANN PERRY


BEULAH COSENS


KERRY WATTS 5-11-10


JONGJIT WATTS 5-11-10

CITY OF RICHLAND


CYNTHIA D. JOHNSON
City Manager

APPROVED AS TO FORM:

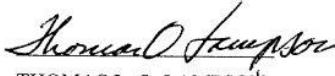

THOMAS L. O. LAMPSON
City Attorney 4/20/10

EXHIBIT A

Legal Description

Those portions of the Southwest Quarter of Section 22, Township 9 North, Range 28 E.W.M. lying south of the Keene Road Right-of-Way and north of the Shockley Road Right-of-Way and consisting of the following Benton County Assessor Parcel Identification Numbers: 1-2298-300-0002-002, 1-2298-300-0002-001, 1-2298-300-0001-009, 1-2298-300-0004-000, 1-2298-300-0003-002 & 1-2298-300-0005-000.

EXHIBIT B DESIGN GUIDELINES

In order to enhance the human scale and respect the scale and character of the adjoining residential neighborhoods, commercial uses developed under this agreement will comply with the following guidelines:

- The design of all buildings in this commercial area should share similar design characteristics and design vocabulary. Utilizing similar colors, materials and textures as well as repeating patterns, rhythms and proportions found within the architecture of surrounding commercial and residential buildings should be used to achieve unity.
- Buildings should respect the predominant scale of development in the surrounding area by designing with elements of a similar scale and providing a gradual transition to any larger scaled masses proposed.
- Taller buildings or portions of a building should be located internally to a site with buildings stepping down in height as they reach the edges of sites that are adjoined by smaller scaled development.
- Buildings or portions of a building mass over 50 feet wide are encouraged to divide their elevations into smaller parts. A pronounced change in massing, pronounced changes in wall planes and introducing significant variations in the cornice/roofline are all possible methods to accomplish the desired divisions of elevations into smaller parts.
- Building colors should emphasize muted earth tones. The use of highly reflective or glossy materials should be used for accent only.
- Rich materials and a variety of materials are desirable on both the wall planes, roofs and ground plane. If stone or decorative block veneers are incorporated, the material should be used to highlight significant building features and massed elements.
- All sides of a building should express consistent architectural detail and character.
- All site walls and screen walls should be architecturally integrated with the building.
- Screening devices, site walls and enclosed service, loading and refuse areas should be designed to be an integral part of the building architecture.
- Extensive use of floor to ceiling glass storefronts is appropriate only under arcaded areas.

ORDINANCE NO. 2022-03

**AN ORDINANCE OF THE CITY OF RICHLAND, WASHINGTON,
AMENDING THE 2010 LAND DEVELOPMENT AGREEMENT
AFFECTING 47 ACRES SOUTH OF KEENE ROAD AND EAST OF
THE PLAT OF COUNTRY RIDGE.**

WHEREAS, on July 20, 2010, the City entered into a Development Agreement affecting 47 acres south of Keene Road and east of the Plat of Country Ridge (the “Original Agreement”)(Richland Contract No. 92-10); and

WHEREAS, the Original Agreement was entered into pursuant to RCW 36.70B.170(1) and as authorized by City of Richland Ordinance No. 21-10 for the purpose of settling an appeal filed by the Country Ridge Homeowners Association related to the City’s 2009 Comprehensive Plan amendments affecting the property (*see* Eastern Washington Growth Management Hearing Board Appeal No. 09-1004); and

WHEREAS, by its own terms, the Original Agreement may be amended by mutual agreement of the parties with notice to the Country Ridge Homeowners Association President; and

WHEREAS, despite execution of the Original Agreement in 2010, the property has remained undeveloped, likely due to the fact that its ownership has been divided among multiple unrelated individuals; and

WHEREAS, recently, the 47-acre property came under the common ownership of Columbia Valley Property Holdings, LLC; and

WHEREAS, the City received a request from the property owner to amend the Original Agreement, and a letter of support from the Country Ridge Homeowners Association. Upon review, the proposed First Amendment to Development Agreement maintains critical components of the Original Agreement and appears to be consistent with the intent of the 2010 settlement agreement and the Richland Comprehensive Plan amendments adopted by Ordinance No. 21-10; and

WHEREAS, a public hearing is required before a decision on the proposed First Amendment to Development Agreement can be rendered by Richland City Council (RCW 36.70B.200).

NOW, THEREFORE, BE IT ORDAINED by the City of Richland as follows:

Section 1. The findings and conclusions contained in Section 1.01 of Ordinance No. 21-10 are adopted in support of approval of the First Amendment to Development Agreement and are incorporated by this reference as though set forth herein.

Section 2. The First Amendment to Development Agreement, attached hereto as **Exhibit A**, allows for development of a coordinated mixed use plan benefitting South Richland and the City as a whole while leaving all critical components of the Original Agreement unchanged.

Section 3. The Country Ridge Homeowners Association submitted written approval signed by a duly authorized representative acknowledging no opposition to the proposed amendments to the Original Agreement.

Section 4. The First Amendment to Development Agreement attached hereto as **Exhibit A** is hereby approved, and the City Manager is authorized to sign the same on behalf of the City of Richland.

Section 5. This Ordinance shall take effect the day following its publication in the official newspaper of the City of Richland.


Section 6. Should any section or provision of this Ordinance be declared by a court of competent jurisdiction to be invalid, that decision shall not affect the validity of the Ordinance as a whole or any part thereof, other than the part so declared to be invalid.

Section 7. The City Clerk and the codifiers of this Ordinance are authorized to make necessary corrections to this Ordinance, including but not limited to the correction of scrivener's errors/clerical errors, section numbering, references, or similar mistakes of form.

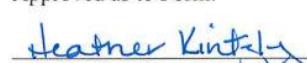
PASSED by the City Council of the City of Richland, Washington, at a regular meeting on the 15th day of February, 2022.


Michael Alvarez, Mayor

Attest:


Jennifer Rogers, City Clerk

Approved as to Form:


Heather Kintzley, City Attorney

First Reading: February 1, 2022
Second Reading: February 15, 2022
Date Published: February 20, 2022

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT

THIS FIRST AMENDMENT to the July 20, 2010 Development Agreement is made and entered into this ____ day of _____, 2022 (the "Effective Date") by and between the **City of Richland**, a Washington municipal corporation ("City") and **Columbia Valley Property Holdings, LLC**, a Washington limited liability company and successor-in-interest to John Perry, Julie Ann Perry, Beulah Cousins, Linda Norwood, and Kerry and Jongjit Watts ("Owner").

I. RECITALS

WHEREAS, the City and original owners entered into a Development Agreement authorized by RCW 36.70B.170(1) dated July 20, 2010 and recorded under Benton County Auditor's File No. 2010-024273 (the "Original Agreement"); and

WHEREAS, the Original Agreement set forth development standards relating to the future zoning and development of the property subject to the Development Agreement (sometimes referred to as the "Property" or the "Site"); and

WHEREAS, the current Owner (as successor-in-interest to the original owners) has requested modifications to the Original Agreement to accommodate future mixed-use development on the Site, which modifications are substantially consistent with the intent of the Original Agreement and allowed under Section 18 of the Original Agreement and applicable law (see RCW 36.70B.200); and

WHEREAS, the Parties have agreed to amend the Original Agreement as set forth below in order for the Site to be developed.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Owner hereby agree as follows:

II. AGREEMENT

1. **Section 5(b)** of the Original Agreement, under the title *Parties to Development Agreement*, is replaced in its entirety with the following:

b) The "Owner" is Columbia Valley Property Holdings, LLC, who has succeeded to the interest of the original owners under the Original Agreement and is Owner of the entire Site.

2. **Section 7** of the Original Agreement, under the title *Term of Agreement*, is replaced in its entirety with the following:

Section 7. Term of Agreement. This Agreement (as amended) shall commence on the effective date of the Adopting Ordinance approving this Amendment. This Agreement may be further modified upon the City's adoption of zoning regulations or land use applications consistent with the Comprehensive Plan, provided that any additional modifications to the Agreement shall be consistent with Section 18 of the Original Agreement and applicable law. The Agreement (as amended) shall terminate when the Site has been fully developed. "Fully developed" means any combination of subdivision, site plan or land use approvals consistent with the

Agreement that bind the entire Site. The Country Ridge Homeowners Association, a Washington non-profit corporation, reviewed the terms of the Original Agreement and the First Amendment to the Development Agreement, although not a formal party to the Agreement, and by its letter attached hereto as **Exhibit A-1**, confirms that the Original Agreement (as amended) meets the intent of the Settlement Agreement regarding Eastern Washington Growth Management Hearing Board appeal No. 09-1004, the terms and conditions of which are hereby incorporated by reference into this Agreement. Other than as set forth in these agreements, the Growth Board Petitioners do not obtain any greater participation rights in the development of the Site described in Exhibit A.

3. **Section 10(d)** of the Original Agreement, under the title *Future Uses*, is replaced in its entirety with the following:

d) The Owner shall provide dedicated right-of-way for a future extension of Queensgate Drive, extending southward from Keene Road, through the Site to its connection to Shockley Road. This right-of-way dedication shall be made to the City at the time that an applicable land use application is reviewed and finalized by the Owner or a Developer for any portion of the Site, and shall be dedicated in its entirety at such time. The right-of-way width for future Queensgate Drive shall be determined at the subdivision or land use approval stage based on City development standards then in effect and consultation with the City's Public Works Director or designee. The specific alignment of the future roadway for Queensgate Drive shall be mutually agreed to by the Owner (or the Developer) and the City. Access points to and from future Queensgate Drive shall be determined at the subdivision or project review stage, however, the Owner (and Developer as the Owner's successor-in-interest) understands that direct access from single family residential lots shall not be allowed, and commercial access points may be limited consistent with City development standards then in effect and based on review and evaluation by the City's Public Works Director or designee.

4. **Section 10(f)** of the Original Agreement, under the title *Future Uses*, is replaced in its entirety with the following:

f) Access from future development onto Keene Road and/or the future Queensgate Drive shall be subject to road approach review and/or permits from the City, which review may include review of commercially reasonable site distances from existing intersections, including the intersection of Keene Road/Queensgate Drive.

5. **Section 10(g)** of the Original Agreement, under the title *Future Uses*, is replaced in its entirety with the following:

g) Zoning for the portion of the Site designated as Commercial may be C-1, C-2 or C-LB or may be part of a Planned Unit Development. Identified compatibility concerns at the zoning or project stage may be addressed by concomitant agreement(s) that limit potential commercial uses shown to be incompatible with nearby residential uses. Zoning for the portions of the Site designated as Multi-Family/Office shall be zoned C-LB (Limited Business) or shall be part of a Planned Unit Development. Unless otherwise approved by a variance at the project stage, permitted development will be limited to building heights no more than **forty (40) feet** on portions of the Site zoned commercial west of Queensgate Drive. Attached

Contract No. 92-10

as **Exhibit B-1** is a colored land use map showing the existing comprehensive plan designations for the Site.

6. Effect of Amendment. This First Amendment to the Development Agreement is intended to modify the Original Agreement. In the event of a conflict between the terms and conditions of the Original Agreement and this Amendment, the terms and provisions of this First Amendment shall control. Except as expressly modified by this First Amendment to the Development Agreement, all terms and conditions of the Original Agreement remain in full force and effect.
7. Governing Law. This Amendment shall be construed in accordance and governed by the laws of the state of Washington.
8. Effective Date. This First Amendment to the Development Agreement is made effective on the Effective Date first set forth above.

City of Richland
a Washington municipal corporation

Columbia Valley Property Holdings, LLC
a Washington limited liability company

By: _____
Jon Amundson, ICMA-CM
City Manager

By: _____
Mallikarjuna Vallem
Managing Member

Approved as to Form:

Heather Kintzley, City Attorney



Exhibit 2

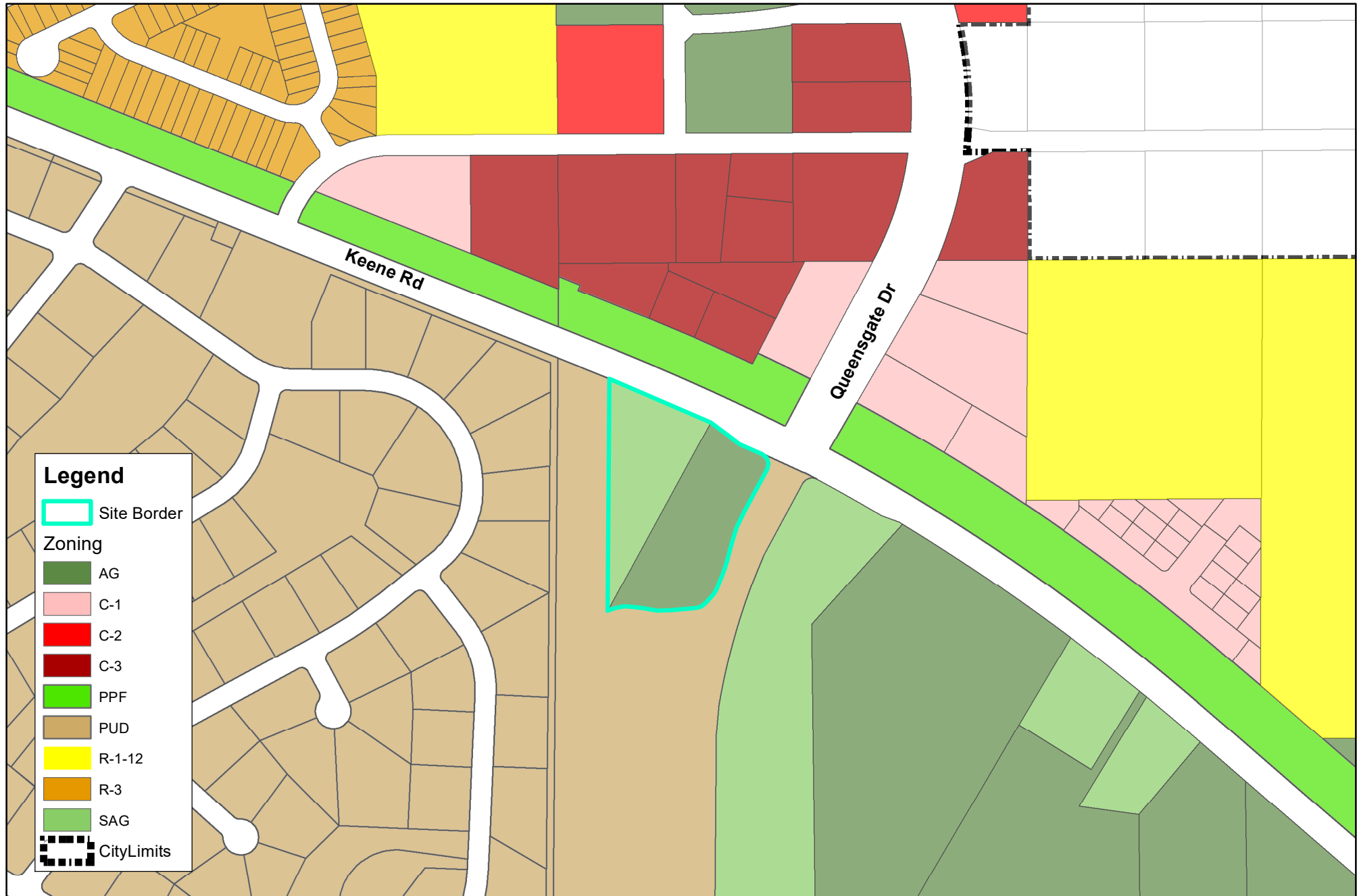
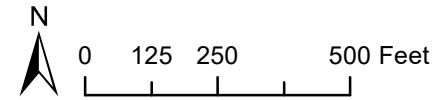
Zoning and Land Use Maps

Zoning Map

Item: 2155 Keene Rd, Rezone

Applicant: Columbia Valley Property Holdings, Mallikarjuna Vallem

File #: Z2023-106



Land Use Map

Item: 2155 Keene Rd, Rezone

Applicant: Columbia Valley Property Holdings, Mallikarjuna Vallem

File #: Z2023-106

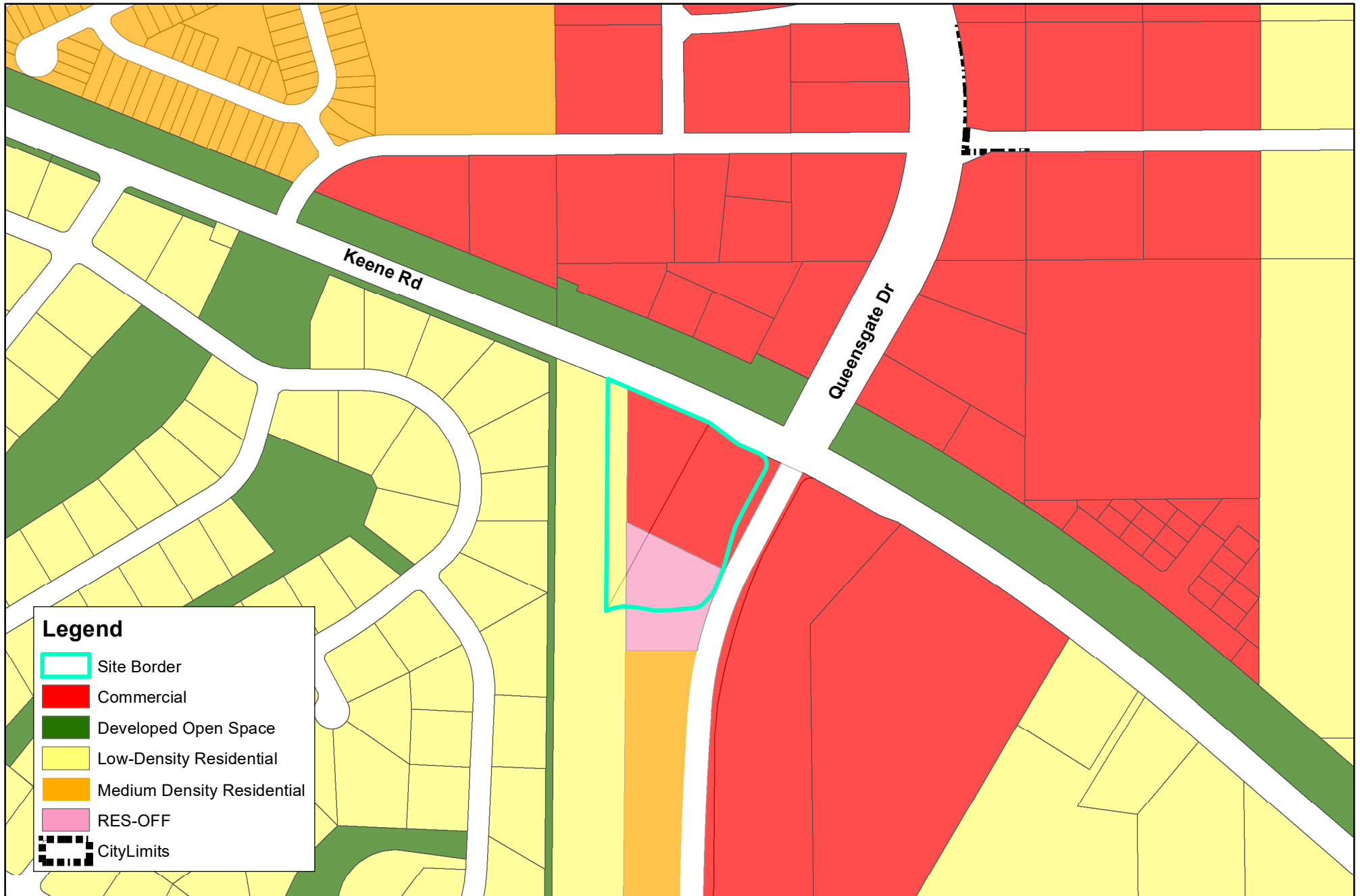
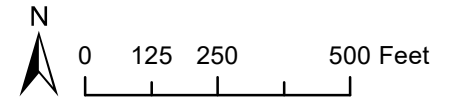




Exhibit 3

Ordinance 21-10

ORDINANCE NO. 21-10

AN ORDINANCE of the City of Richland amending the Comprehensive Plan and amending Title 23 of the Richland Municipal Code.

WHEREAS, on or about June 30, 2008, John Perry, Julee Ann Perry, Beulah Cosens, Linda Norwood, Kerry Watts and Jongjit Watts submitted a Petition to amend the City of Richland Comprehensive Plan and a Petition for Change of Zoning District Classification (together, known as City File No. Z2008-109 ("Z2008-109")); and

WHEREAS, on December 2, 2008, the City of Richland adopted Ordinance No. 32-08, amending the City of Richland Comprehensive Plan, reclassifying approximately 12.5 acres of property from Low and Medium Density Residential to Commercial and approximately 34.5 of primarily Low Density Residential to Medium Residential within the City limits, south of Keene Road and east of the plat of Country Ridge (Ordinance No. 32-08"); and

WHEREAS, on or about February 7, 2008, the Country Ridge Homeowners Association and Richard Forman filed an appeal before the Growth Management Hearings Board for Eastern Washington contesting the validity of the Respondent's Comprehensive Plan Amendments; and

WHEREAS, through negotiation among the interested parties, an amendment to City of Richland Comprehensive Plan has been proposed that would modify the changes thereto effected by Ordinance No. 32-08 by reclassifying certain portions of the property within the proposed area and reconfiguring zoning and density in a manner which remains consistent with the City of Richland's Comprehensive Plan; and

WHEREAS, the Parties agree a settlement is preferred to resolving the matter through a hearing before the Growth Management Hearings Board;

WHEREAS, the Richland City Council has considered all recommendations and reports submitted to it and held a public hearing on July 20, 2010; and

WHEREAS, it is hereby found to be in the best interest of the citizens of Richland that the amendments to the Comprehensive Plan in the form provided herein be adopted.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Richland as follows:

Section 1.01 The following Findings and Conclusions for the adoption of a settlement agreement between the City of Richland and the Country Ridge Homeowners Association and Richard Forman form the basis for the adoption of the this Comprehensive Plan as set forth in Sections 1.02 and 1.03 of this ordinance.

1. The City of Richland Comprehensive Plan, originally adopted in 1997, designated the 47.9-acre area as suitable for Low and Medium Density Residential development;
2. The City took action in 2008 to approve a comprehensive plan amendment to designate the site as suitable for Commercial and Medium Density Residential development;
3. The City's decision to amend its comprehensive plan was appealed to the Eastern Washington Growth Management Hearings Board by Richard Forman and the Country Ridge Homeowners Association;
4. The Hearings Board has not rendered a decision on the appeal at the request of the City and the appellants, who have worked together with the applicants to develop agreements to both settle the appeal (settlement agreement) and to guide the future development of the site (development agreement);
5. Under the provision of these agreements, the existing zoning of the property SAG – Suburban Agriculture and AG – Agricultural would remain in place until the property owners brought forward a specific request for a change in zoning consistent with the provisions of the development agreement;
6. The existing Richland Comprehensive Plan calls for the extension of a collector road, Queensgate Drive, to extend southward from Keene Road across the subject properties to Shockley Road.
7. Lands are designated for low density residential land uses under the Comprehensive Plan to the west, east and south of the subject properties. Properties to the north are designated for commercial land uses;
8. Properties to the west are zoned Planned Unit Development; property to the south is zoned R-1-10 Single Family Residential; property to the east is zoned AG – Agricultural and SAG – Suburban Agriculture and property to the north is zoned C-1 Neighborhood Retail;
9. The level of population growth anticipated in the comprehensive plan of a 39% increase over the next 20 years does justify the need for some additional commercial and medium density residential land;
10. The area adjacent to Keene Road and the future Keene Road/Queensgate Drive intersection is suitable for commercial land uses given the existing and proposed transportation system in the area and the proximity of existing commercial uses located directly north of the subject properties;

11. The future extension of a collector road through the middle of the subject properties provides an appropriate area for future medium density residential and multi-family/office development;
12. The proposed agreements provide a number of specific mitigation measures that will ensure that future development of the site will be appropriately buffered. Measures include the provision of low density residential development immediately adjacent to adjoining properties; the construction of a masonry wall; the provision of buffers; restrictions on the nature of future commercial uses and the provision of design standards to guide the appearance and size of future commercial buildings;
13. The approval of the settlement agreement and development agreement is consistent with the following comprehensive plan policies:
 - Land Use Goal 3, which promotes commercial growth and revitalization that serves residents and strengthens and expands the tax base;
 - Policy 4 of Land Use Goal 3, relating to the provision of neighborhood oriented commercial land uses in Neighborhood Activity Centers;
 - Policy 1 of Land Use Goal 4 which calls for a balanced distribution of residential uses and densities throughout the urban growth area;
 - Policy 2 of Land Use Goal 4 which encourages residential densification;
 - Policy 8 of Land Use Goal 7 which directs the City to use sight and sound buffers or transition zones between non-compatible uses.
14. The conditions listed in the development agreement are necessary and desirable to ensure that the right-of-way necessary to develop the City's collector street system is established;
15. The conditions listed in the development agreement are necessary and desirable to ensure that appropriate access control is maintained along the City's collector and arterial streets to ensure that traffic flow is maintained.
16. The conditions listed in the development agreement are necessary and desirable to ensure that appropriate separation of differing land uses is provided to mitigate land use impacts
17. Based on the above findings and conclusions, adoption of the settlement agreement and development agreement and implementation of the resulting comprehensive plan amendment would be in the best interest of the community of Richland.

Section 1.02 Section 23.01.030 of the Richland Municipal Code, as last amended by Ordinance No. 33-09, is hereby amended to read as follows:

23.01.030 Plan Adopted.

There is hereby adopted as a current and flexible guide to coordinate the public and private development of property and other resources of the City of Richland that certain Comprehensive Plan adopted by the Richland City Council on October 6, 1997, and amended on December 14, 1998, December 7, 1999, December 19, 2000, October 16, 2001, December 2, 2002, December 3, 2003, December 7, 2004, December 6, 2005, December 19, 2006, December 4, 2007, December 2, 2008 and November 17, 2009, and August 3, 2010, which is on file with the City Clerk and consists of maps, general goals and policies relating to economic development, land use, transportation, utilities, capital facilities and housing, and also establishes an Urban Growth Area Boundary Land Use Plan Map. (Ord. 47-05; Ord. 40-06; Ord. 41-07; Ord. 32-08: Ord. 33-09)

Section 1.03 Richland City Council directs the City Clerk to maintain the following amendments to the City of Richland's Comprehensive Plan as follows: Exhibit A – Amendment to Land Use, duly certified by the clerk as a true copy and to be retained as a permanent record and the following Amendment to Land Use Goal 7, Policy 8;

The City will ensure the use of sight and sound buffers or transitions in zones between non-compatible land uses.

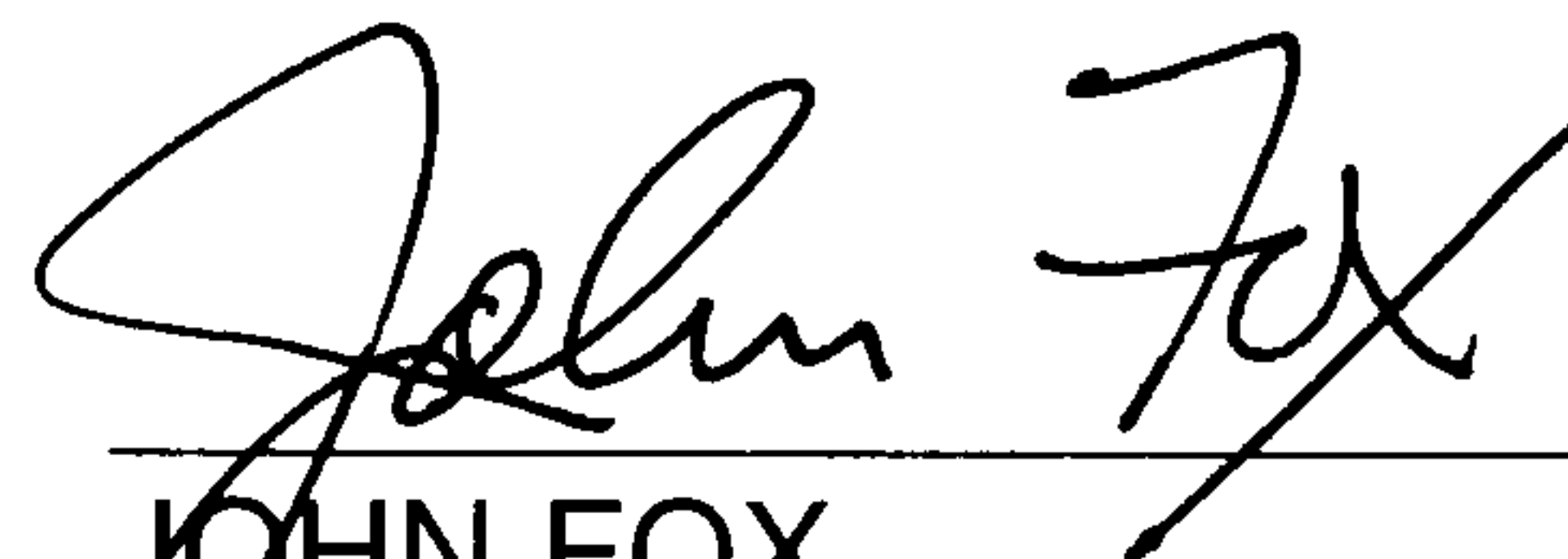
- A) Commercially designated areas generally south of Keene Road, north of Shockley Road and east of the Country Ridge development shall be provided with a low density buffer consisting of two tiers of lots and an average density of three dwelling units per acre.
- B) Residential land between Keene and Shockley Road and adjoining the proposed Queensgate Drive extension can be developed with an average density of ten units/acre provided the low density buffer identified in "A" above is maintained.
- C) The developer(s) shall be responsible for the construction of a solid masonry wall along the eastern boundary of the Country Ridge development between Keene Road and Shockley Road at the time that the adjacent property is developed.
- D) Appropriate buffers shall also be provided along the eastern boundaries of this commercial area lined between Keene Road and Shockley Road, along the Queensgate Drive extension in order to provide adequate separation to the adjoining residential properties. Buffer standards shall be determined when specific zoning or development plans are reviewed and approved by the City and may include limitations on building height, building setback and design, landscape planning, and the placement of fencing or masonry walls.

Section 1.04 If any section, sentence, clause, or phrase of the amendments set forth in this Comprehensive Plan amendment ordinance should be timely challenged to

any body or court with authority and jurisdiction to hear such a challenge, or if such amendment be determined to be invalid or unconstitutional, such challenge, invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, clause, phrase or amendment of this adopted comprehensive plan amendment ordinance.


Section 1.05 This ordinance shall take effect the day following its publication in the official newspaper of the City of Richland.

PASSED by the City Council of the City of Richland, at a regular meeting on the 3rd day of August, 2010.




JOHN FOX
Mayor

ATTEST:



DEBRA C. BARHAM, CMC
Chief Deputy City Clerk

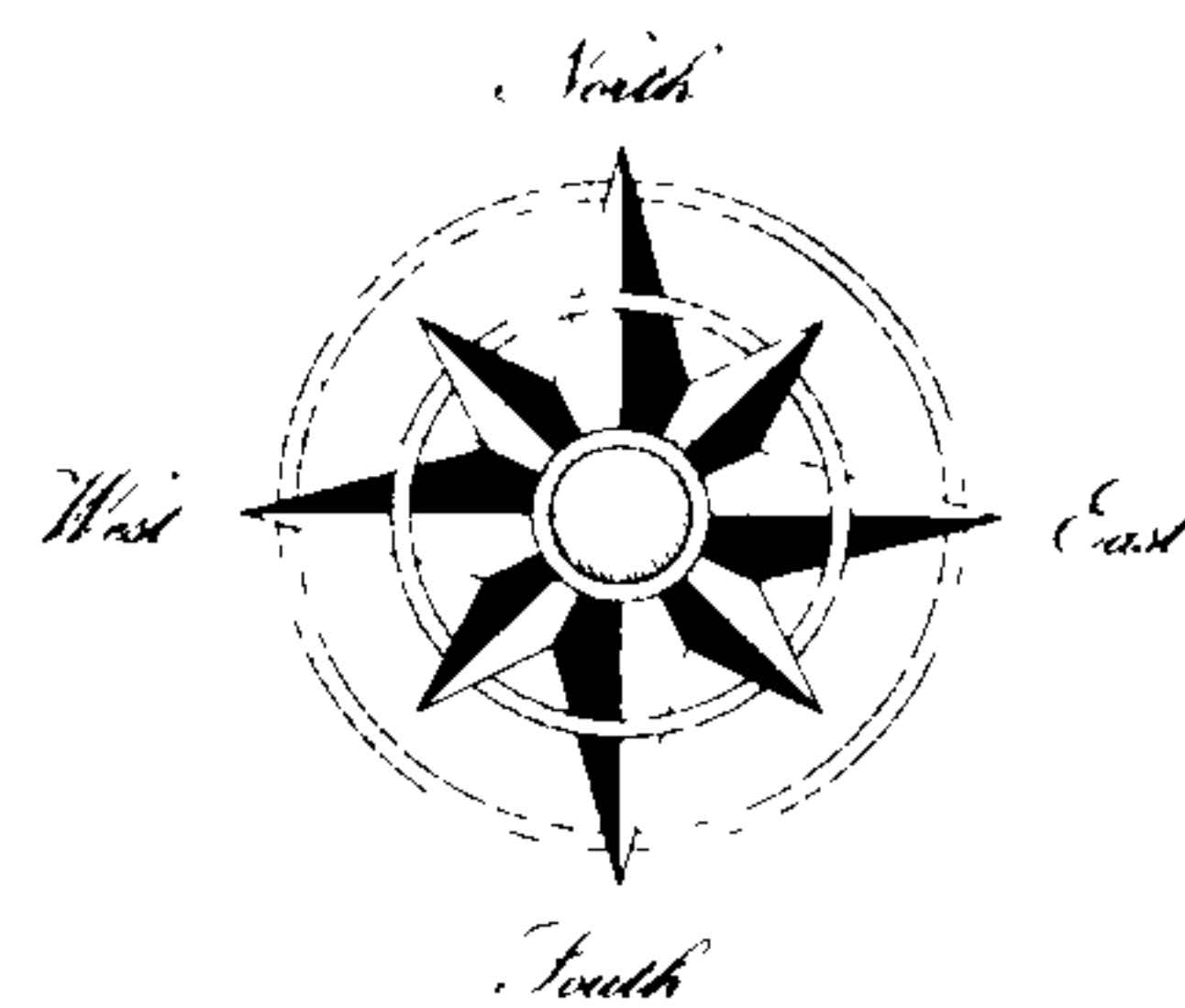
APPROVED AS TO FORM:



THOMAS O. LAMPSON
City Attorney

Date Published: August 8, 2010

Exhibit A



- Low Density Residential
- Medium Density Residential
- Commercial
- Multi-Family/Office

SADDLE WAY

APPALOOSA WAY

LARIAT LN

QUEENSGATE DR

Proposed Queensgate Dr 70' ROW

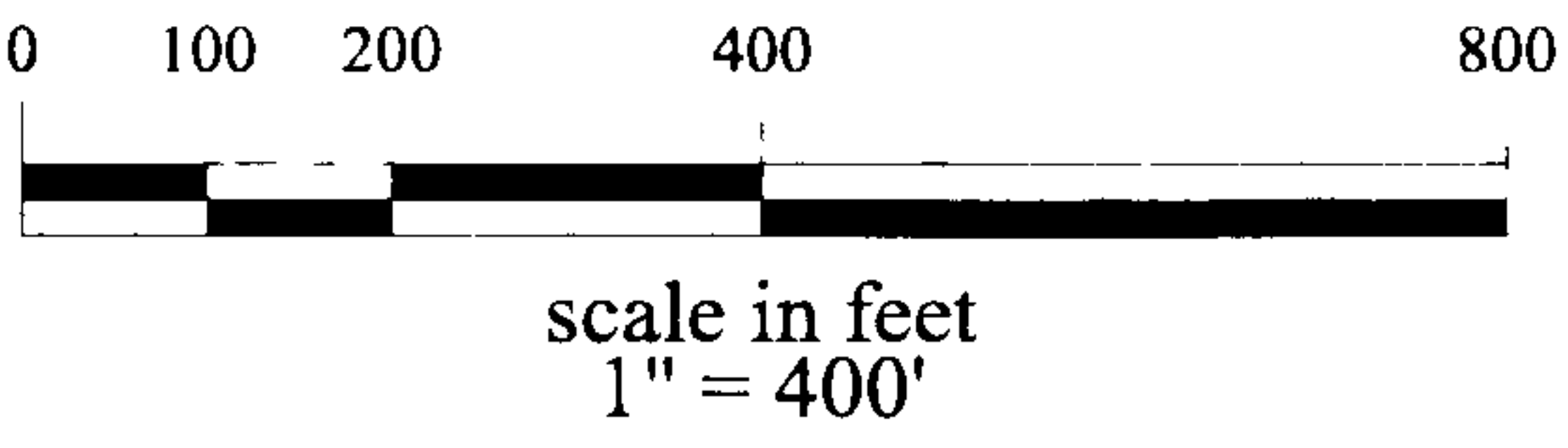
Buffer

KEENE RD

Buffer

SHOCKLEY RD

Note: The boundary line between low density residential and the adjacent land use categories is not intended to depict a specific width for the low density residential area. The width of the low density residential area is intended to accommodate two tiers of residential lots with a street in between them. Some minor adjustment to the location of this boundary is anticipated as development of the area occurs.



29 JUN 2019
11:00 AM LAND USE Delineation (s) on (in) sheet(s) 1 of 1

THE INFORMATION ON THIS MAP WAS OBTAINED FROM THE BEST AVAILABLE SOURCES AND IS NOT A GUARANTEE OF ACCURACY. THE USER OF THIS MAP ASSUMES ALL LIABILITY FOR ANY ERRORS OR OMISSIONS. THE INFORMATION ON THIS MAP IS NOT TO BE USED FOR ANY PURPOSE OTHER THAN THAT FOR WHICH IT WAS PREPARED. THE INFORMATION ON THIS MAP IS NOT TO BE USED FOR ANY PURPOSE OTHER THAN THAT FOR WHICH IT WAS PREPARED.



Exhibit 4

Contract 92-10

WASHINGTON STATE COUNTY AUDITOR'S/RECORDER'S
INDEXING FORM (Cover Sheet)

92-10

2010-024273 AGR

08/27/2010 08:44:54 AM Pages: 13 Fee: \$74.00

Richland City Clerk

Benton County, Benton County Auditor's Office



August 24, 2010

Return address:

City Clerk

City of Richland

P.O. Box 190, MS-05

Richland, WA 99352

Please print or type information

Document Title(s) (or transactions contained therein):

Development Agreement

Reference Number(s) of Documents assigned or released:

(on page _____ of document(s))

Grantor(s) (Last name first, then first name and initials)

1. City of Richland

2.

3.

4.

5. ☐ Additional names on page _____ of document.

Grantee(s) (Last name first, then first name and initials)

1. Perry, John

2. Perry, Julie Ann

3. Cosens, Beulah

4. Norword, Linda

5. ☒ Additional names on page 1 of document.

Legal description (abbreviated: i.e. lot, block, plat or section, townships, range)

Exhibit A on page 11

*Sec 22, Township 9 North,
Range 28*

☐ Additional legal is on page _____ of document.

Assessor's Property Tax Parcel/Account Number

1-2298-300-0002-002

☒ Additional legal is on page 12 of document.

The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

**DEVELOPMENT AGREEMENT
BY AND BETWEEN THE CITY OF RICHLAND
AND JOHN PERRY, JULEE ANN PERRY, BEULAH COSENS, LINDA
NORWOOD, KERRY WATTS AND JONGJIT WATTS**

THIS DEVELOPMENT AGREEMENT is made and entered into this ^{20th} day of ~~June~~^{July}, 2009, by and between the City of Richland, a First Class code Washington municipal corporation, hereinafter the "City," and John Perry, Julee Ann Perry, Beulah Cousins, Linda Norwood, Kerry Watts and Jongjit Watts, property owners; hereinafter the "Owners."

RECITALS

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

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

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

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

WHEREAS, this Development Agreement by and between the City of Richland and the Owners relates to the amendment of the City Comprehensive Plan land use designations for approximately 47 acres of land generally located south of Keene Road, north of Shockley Road, east of the Plat of Country Ridge and which consists of five separate parcels of record and which has been the subject of File #Z2008-109; and

WHEREAS, the following events have occurred in the processing of the Developer's application:

a) By Ordinance No. 32-08, the City amended the City's Comprehensive Plan land use designation for the Property from Low Density Residential to Commercial (12.5 acres) and Medium Density Residential (34.5 acres) ;

b) Richard Forman and the Country Ridge Homeowners Association, parties of record, filed an appeal before the Eastern Washington Growth Management Hearings Board challenging the validity of the comprehensive plan amendment;

c) Adoption of this development agreement will complete a settlement agreement entered into between the city of Richland, the property owners and the appellants.

d) After a public hearing, by Ordinance No. 21-10 the City Council authorized the City Manager to sign this Development Agreement with the Owners; and

Now, therefore, the parties hereto agree as follows:

General Provisions

Section 1. *The Project.* Future development of the site is anticipated to be a mix of commercial, office and residential uses as set forth in the comprehensive plan. The owners acknowledge that there is not yet a specific development proposal for the site. This agreement anticipates that the Owners will develop plans themselves and/or sell the site to a Developer(s) who will then develop specific plans for the future use of the site.

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

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

a) “*Adopting Ordinance*” means the Ordinance which approves this Development Agreement, as required by RCW 36.70B.200.

b) “*Developer*” means any party or parties who acquire ownership of the site or a portion of the site and bring forward plans for the future development of the site and who shall be subject to the applicable provisions of this agreement.

c) “*Existing Development Regulations*” means the ordinances adopted by the City Council of Richland in effect on the date that the Adopting Ordinance takes effect, including the following provisions of the Richland Municipal Code: Title 12 – Streets, Title 19 – Development Regulation Administration, Title 20 – Buildings, Title 22 – Environment, Title 23 – Zoning, Title 24 – Subdivision, and Title 27 Signs as well as all other provisions of City Code that address design standards.

d) “*Owners*” means collectively the parties who have ownership interest in the five parcels of record that comprise the Site.

e) “*Project*” means the anticipated development of the Site, as specified in Section 1 and as addressed in the City’s adopted comprehensive plan.

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

a) Exhibit A – Legal description of the Site.

b) Exhibit B – Design standards

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

a) The “City” is the City of Richland, 505 Swift Boulevard, Richland, WA 99352.

b) The “Owners” are John Perry, PO Box 5900, Kennewick, WA 99336; Julee Ann Perry, 1102 Appaloosa Way, Richland, WA 99352; Beulah Cosens, 3680 Keene Road, Richland, WA 99352; Linda Norwood, 324 Columbia Point Drive, Richland, WA

99352; Kerry Watts and Jongjit Watts, 68 Canyon Street, Richland, WA 99352; all of whom have ownership interests in some of the five parcels that comprise the site.

c) The "Developer." From time to time, as provided in this Agreement, the Owners may sell or otherwise lawfully dispose of a portion of the Site to a Developer who shall be subject to the provisions of this Agreement related to such portion of the Site.

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

Section 7. *Term of Agreement.* This Agreement shall commence upon the effective date of the Adopting Ordinance approving this Agreement, and shall continue in force indefinitely. This agreement may be modified upon the City's adoption of zoning for the site in a fashion consistent with the Comprehensive Plan, provided that any modification to the agreement shall be consistent with Section 18 herein and shall be consistent with the intent of this agreement. This or any future agreement shall be terminated when the Site has been fully developed. Fully developed shall mean any combination of final plat and site plan approval consistent with this agreement that bind the entire site. The terms and conditions of settlement agreement regarding Eastern Washington Growth Management Hearing Board appeal No. 09-1004 are incorporated by reference into this development agreement. Other than as set forth in these agreements, the Growth Board Petitioners do not obtain any greater participation rights in the development of the site described in Exhibit A.

Section 8. *Vested Rights of Owner.* During the term of this Agreement, in developing the Site consistent with the Project described herein, the Owners are assured, and the City agrees, that the Site shall be permitted to develop in accordance with the comprehensive plan designations put into place on the site and that the development rights, obligations, terms and conditions specified in this Agreement are fully vested in the Owners and may not be changed or modified by the City, except as may be expressly permitted by, and in accordance with, the terms and conditions of this Agreement, or as expressly consented thereto by the Owners.

Section 9. *Current Permitted Uses* The current permitted uses, the density and intensity of use, the maximum height and size of proposed buildings shall be consistent with the zoning regulations pertaining to the SAG Suburban Agriculture and AG – Agricultural zoning districts, as codified in Title 23 of the Richland Municipal Code. This zoning shall remain in place until such time when the Owners and/or a Developer brings forward a proposal to amend the zoning.

Section 10 *Future Uses.* The future permitted uses, the density and intensity of use, the maximum height and size of proposed buildings shall be determined when the City grants approval of an application(s) for zoning amendment brought forward by the Owners and/or Developer. The future zoning shall be consistent with the City's adopted comprehensive plan and shall include the following:

- a) A buffer area of Low density residential development designated along the westerly property boundary of the Site, adjacent to the Country Ridge property line and zoned for R-1-12. The buffer would provide for two tiers of single family residential lots separated by a road corridor, providing for an overall density not to exceed three (3) lots per acre (inclusive of such road corridor). A Planned Unit Development may be utilized to achieve a density average consistent with this agreement. These lots would meet all R-1-12 zoning standards, and such lots adjoining the adjacent Country Ridge development shall be laid out with their rear yards facing the County Ridge property line.
- b) Areas that are designated as Medium Density Residential in the comprehensive plan may be developed to an average density of ten (10) units per acre. For the purposes of calculating density within the Medium Density portions of the site, all residential lands designated either Low density residential or Medium Density Residential may be used to determine the maximum overall permitted density of ten (10) units per acre, provided that the low density buffer identified in subsection a (above) shall be maintained at a maximum density of 3 dwelling units per acre.
- c) A masonry wall, at least six feet in height shall be installed along the length of the western property boundary of the Site, providing a separation between the Site and the adjoining plat of Country Ridge. This wall shall be constructed simultaneously with the development of the adjacent lands that are designated Low Density Residential. Approval of a specific design for the masonry wall shall be part of the development approval process for the Low Density Residential lands. The wall shall be constructed in earth tones consistent with surrounding neighborhoods such as the Applewood and Cherrywood subdivisions.
- d) The Owners shall provide a dedication of a future Queensgate Drive Right-of-Way, extending southward from Keene Road, through the Site to its connection to Shockley Road. This Right-of-Way dedication shall be granted in its entirety at the time that a zoning application is brought forward by the Owners or a Developer for any portion of the Site. The Right-of-Way dedication for Queensgate Drive shall be 70 feet in width. The specific alignment of the future roadway shall be as mutually agreed to by the Owners and the City. Queensgate Drive has been classified as a planned Arterial Collector on the City's Street Function Class Map. As such, direct access from residential lots will be prohibited and commercial access will be managed to limit the number of access points.
- e) Buffer standards for the eastern boundary of the site shall be established at the time a specific zoning proposal is submitted to the City and at a minimum shall address:
 - 1. Building setbacks;
 - 2. Maximum building height;
 - 3. Landscape screening and/or fencing;
 - 4. Restrictions on outdoor lighting;

5. Restrictions on location of outdoor storage areas, truck loading docks, refuse collection areas.

The intent of the buffer shall be to provide an adequate separation between the proposed commercial/multi-family residential use and the adjoining low density residential land use to protect the low density residential property from impacts of noise, and light and glare.

- f) No access for future development from the Site onto Keene Road will be permitted. Access from future development onto the future Queensgate Drive shall be separated from the Keene Road/Queensgate Drive intersection by a minimum distance of 300 feet;
- g) Zoning for the portions of the site designated as Commercial shall either be C-1 Neighborhood Retail or shall be part of a Planned Unit Development that will specifically limit the potential commercial uses to those that are of a neighborhood scale and compatible with nearby residential uses and otherwise consistent with C-1 Neighborhood Retail zoning. Zoning for the portions of the site designated as Multi-Family/Office shall be zoned C-LB Limited Business or shall be part of a Planned Unit Development that will specifically limit uses to those that are compatible with C-LB Limited Business zoning. In either case, the permitted development will be specifically limited to buildings no more than thirty (30) feet in height or more than two-stories.
- h) Development proposals within the portions of the Site designated as Commercial shall not be approved unless they are determined to be consistent with the design standards included in Exhibit B (attached) of this agreement and Section 23.28.020(D)(1) through (4) of the Richland Municipal Code.
- i) Development proposals within the portions of the Site designated as Low Density Residential shall be reviewed and approved through the City Subdivision process as specified in Title 24 of the Richland Municipal Code or through the Planned Unit Development Application Procedures as set forth in Chapter 23.50 of the Richland Municipal Code.
- j) Development proposals within the portion of the site adjoining Lariat Lane Right-of-Way shall provide for the extension of Lariat Lane eastward to connect with the future Queensgate Drive extension, unless said extension is determined to be unnecessary by the City. Any extension of Lariat Lane into the Site shall be accomplished through an indirect route that will include at least nine hundred (900) feet of travel in a north-south orientation before Lariat Lane can be connected to Queensgate Drive. The design of Lariat Lane may also include other traffic calming measures. The intent of this provision is to provide connectivity between the Country Ridge neighborhood and the Site but to keep Lariat Lane from functioning as a collector street.
- k) The process of implementing the comprehensive plan may result in some minor deviations to the plan, such as adjustments in zoning boundary lines. Such deviations may be acceptable if they are deemed minor in nature and consistent with Items a through j as listed above.
- l) The City shall provide notification to the Country Ridge Homeowners Association President and Richard Forman of any development proposed

within the Site that requires public review under the provisions of the Richland Municipal Code.

Section 11. *Subject to City Development Standards.* The Owners acknowledge that the development of the site shall be subject to the City's development standards in place at the time development proposals are brought forward, including but not limited to requirements for payments of fees and/or dedication of property for mitigation of traffic and park impacts; and for the installation and extension of public utility and street systems.

Section 12. *Further Discretionary Actions.* The Owners acknowledge that the City Municipal Code contemplates the exercise of further discretionary powers by the City. These powers include, but are not limited to, review of permit applications under SEPA and under the provisions of Title 19 of the Richland Municipal Code – Development Regulation Administration. Nothing in this Agreement shall be construed to limit the authority or the obligation of the City to hold legally required public hearings, or to limit the discretion of the City and any of its officers or officials in complying with or applying the provisions of the City Municipal Code.

Section 13. *Existing Land Use Fees and Impact Fees.*

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

B. All impact fees shall be paid as set forth in the approved permit or approval, or as addressed in the Titles 12 and 20 of the Richland Municipal Code.

Section 14. *Default.*

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

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

C. Extensions of time granted in writing by mutual consent by all parties to this agreement shall not be construed as a default.

Section 15. *Termination* This or any future Agreement shall be terminated when the Site has been fully developed in accordance with the Agreement. Fully developed shall mean

any combination of final plat approval and site plan approval consistent with this agreement that binds the entire site.

Section 16. *Assignment and Assumption.* This agreement shall not restrict the right of the owners to sell, assign or transfer their properties to any person, firm or corporation. The Owners shall provide the City with written notice of any intent to sell, assign, or transfer all or a portion of the Subject Property, at least 30 days in advance of such action.

Section 17. *Covenants Running with the Land.* The conditions and covenants set forth in this Agreement and incorporated herein by the Exhibits shall run with the land and the benefits and burdens shall bind and inure to the benefit of the parties. The Owners, Developer(s) and every purchaser, assignee or transferee of an interest in the Site, or any portion thereof, shall be obligated and bound by the terms and conditions of this Agreement, and shall be the beneficiary thereof and a party thereto, but only with respect to the Site, or such portion thereof, sold, assigned or transferred to it. Any such purchaser, assignee or transferee shall observe and fully perform all of the duties and obligations of an Owner contained in this Agreement, as such duties and obligations pertain to the portion of the Site sold, assigned or transferred to it.

Section 18. *Amendment to Agreement; Effect of Agreement on Future Actions.* This Agreement may be amended by mutual consent of all of the parties, to make minor amendments consistent with the terms of this agreement or to obtain relief from unduly oppressive terms or conditions, provided that any such amendment shall follow the process established by law for the adoption of a development agreement (*see*, RCW 36.70B.200) and be consistent with the intent of the original agreement. However, nothing in this Agreement shall prevent the City Council from making any amendment to its Comprehensive Plan, Zoning Code, Official Zoning Map or development regulations affecting the Site as the City Council may deem necessary to the extent required by a serious threat to public health and safety. The City shall provide notification to the Country Ridge Homeowners Association President of any proposed amendment to this Development Agreement.

Section 19. *Releases.* Owners, and any subsequent Developer, may free itself from further obligations relating to the sold, assigned, or transferred property, provided that the buyer, assignee or transferee expressly assumes the obligations under this Agreement as provided herein.

Section 20. *Notices.* Notices, demands, correspondence to the City and Owners shall be sufficiently given if dispatched by pre-paid first-class mail to the addresses of the parties as designated in Section 5. Notice to the City shall be to the attention of both the City Director of Community Development and the City Attorney. Notices to subsequent Owners shall be required to be given by the City only for those Owners who have given the City written notice of their address for such notice. The parties hereto may, from time to time, advise the other of new addresses for such notices, demands or correspondence.

Section 21. *Applicable Law and Attorneys' Fees.* This Agreement shall be construed and enforced in accordance with the laws of the State of Washington. If litigation is initiated to enforce the terms of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs from the non-prevailing party. Venue for any action shall lie in Benton County Superior Court or the U.S. District Court for Eastern Washington.

Section 22. *Third Party Legal Challenge.* In the event any legal action or special proceeding is commenced by any person or entity other than a party or an Owner to challenge this Agreement or any provision herein, the City may elect to tender the defense of such lawsuit or individual claims in the lawsuit to Owner(s). In such event, Owners shall hold the City harmless from and defend the City from all costs and expenses incurred in the defense of such lawsuit or individual claims in the lawsuit, including but not limited to, attorneys' fees and expenses of litigation, and damages awarded to the prevailing party or parties in such litigation. The Owners shall not settle any lawsuit without the consent of the City. The City shall act in good faith and shall not unreasonably withhold consent to settle.

Section 23. *Specific Performance.* The parties specifically agree that damages are not an adequate remedy for breach of this Agreement, and that the parties are entitled to compel specific performance of all material terms of this Development Agreement by any party in default hereof.


Section 24. *Severability.* If any phrase, provision or section of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, or if any provision of this Agreement is rendered invalid or unenforceable according to the terms of any statute of the State of Washington which became effective after the effective date of the ordinance adopting this Agreement, and either party in good faith determines that such provision or provisions are material to its entering into this Agreement, that party may elect to terminate this Agreement as to all of its obligations remaining unperformed.

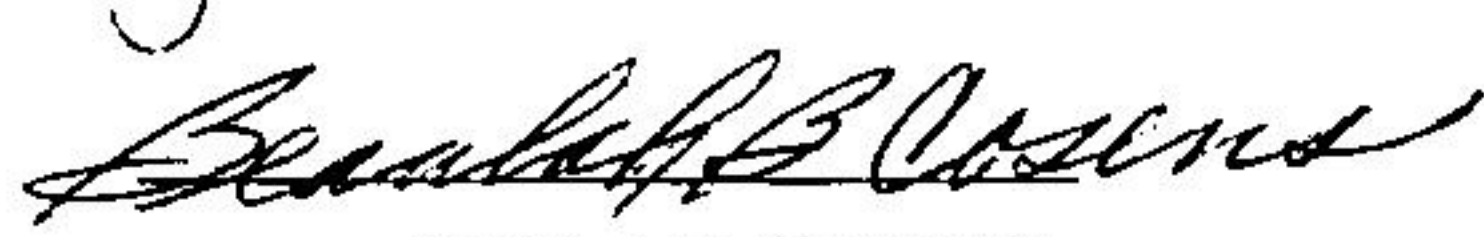
IN WITNESS WHEREOF, the parties hereto have caused this Development Agreement to be executed as of the dates set forth below:

OWNERS

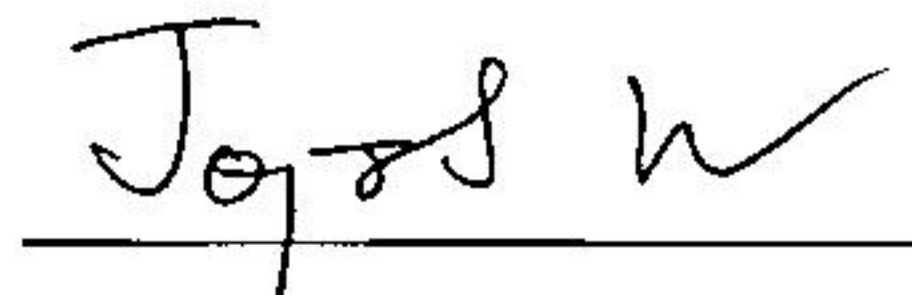

JOHN C. PERRY


LINDA NORWOOD

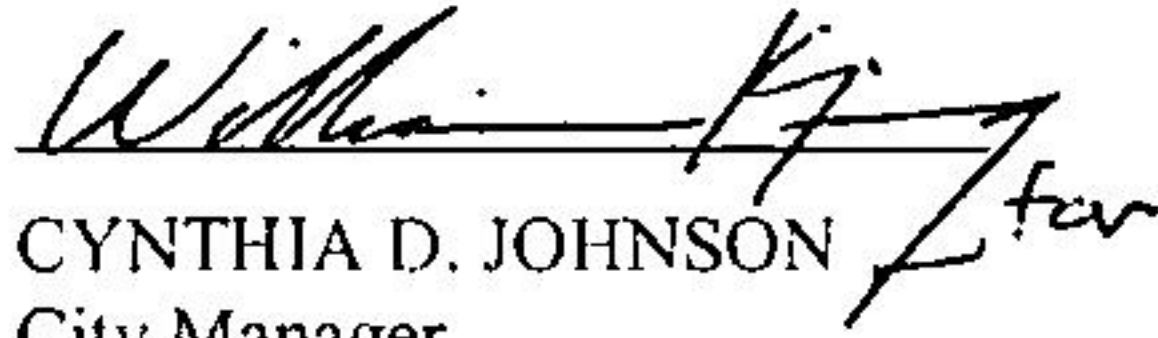

JULEE ANN PERRY


BEULAH COSENS


KERRY WATTS 5-11-10


JONGJIT WATTS 5-11-10

CITY OF RICHLAND


CYNTHIA D. JOHNSON
City Manager

APPROVED AS TO FORM:



THOMAS L. O. LAMPSON
City Attorney 8/20/10

EXHIBIT A

Legal Description

Those portions of the Southwest Quarter of Section 22, Township 9 North, Range 28 E.W.M. lying south of the Keene Road Right-of-Way and north of the Shockley Road Right-of-Way and consisting of the following Benton County Assessor Parcel Identification Numbers: 1-2298-300-0002-002, 1-2298-300-0002-001, 1-2298-300-0001-009, 1-2298-300-0004-000, 1-2298-300-0003-002 & 1-2298-300-0005-000.

EXHIBIT B

DESIGN GUIDELINES

In order to enhance the human scale and respect the scale and character of the adjoining residential neighborhoods, commercial uses developed under this agreement will comply with the following guidelines:

- The design of all buildings in this commercial area should share similar design characteristics and design vocabulary. Utilizing similar colors, materials and textures as well as repeating patterns, rhythms and proportions found within the architecture of surrounding commercial and residential buildings should be used to achieve unity.
- Buildings should respect the predominant scale of development in the surrounding area by designing with elements of a similar scale and providing a gradual transition to any larger scaled masses proposed.
- Taller buildings or portions of a building should be located internally to a site with buildings stepping down in height as they reach the edges of sites that are adjoined by smaller scaled development.
- Buildings or portions of a building mass over 50 feet wide are encouraged to divide their elevations into smaller parts. A pronounced change in massing, pronounced changes in wall planes and introducing significant variations in the cornice/roofline are all possible methods to accomplish the desired divisions of elevations into smaller parts.
- Building colors should emphasize muted earth tones. The use of highly reflective or glossy materials should be used for accent only.
- Rich materials and a variety of materials are desirable on both the wall planes, roofs and ground plane. If stone or decorative block veneers are incorporated, the material should be used to highlight significant building features and massed elements.
- All sides of a building should express consistent architectural detail and character.
- All site walls and screen walls should be architecturally integrated with the building.
- Screening devices, site walls and enclosed service, loading and refuse areas should be designed to be an integral part of the building architecture.
- Extensive use of floor to ceiling glass storefronts is appropriate only under arcaded areas.



Exhibit 5

Ordinance 2022-03

ORDINANCE NO. 2022-03

**AN ORDINANCE OF THE CITY OF RICHLAND, WASHINGTON,
AMENDING THE 2010 LAND DEVELOPMENT AGREEMENT
AFFECTING 47 ACRES SOUTH OF KEENE ROAD AND EAST OF
THE PLAT OF COUNTRY RIDGE.**

WHEREAS, on July 20, 2010, the City entered into a Development Agreement affecting 47 acres south of Keene Road and east of the Plat of Country Ridge (the “Original Agreement”)(Richland Contract No. 92-10); and

WHEREAS, the Original Agreement was entered into pursuant to RCW 36.70B.170(1) and as authorized by City of Richland Ordinance No. 21-10 for the purpose of settling an appeal filed by the Country Ridge Homeowners Association related to the City’s 2009 Comprehensive Plan amendments affecting the property (*see* Eastern Washington Growth Management Hearing Board Appeal No. 09-1004); and

WHEREAS, by its own terms, the Original Agreement may be amended by mutual agreement of the parties with notice to the Country Ridge Homeowners Association President; and

WHEREAS, despite execution of the Original Agreement in 2010, the property has remained undeveloped, likely due to the fact that its ownership has been divided among multiple unrelated individuals; and

WHEREAS, recently, the 47-acre property came under the common ownership of Columbia Valley Property Holdings, LLC; and

WHEREAS, the City received a request from the property owner to amend the Original Agreement, and a letter of support from the Country Ridge Homeowners Association. Upon review, the proposed First Amendment to Development Agreement maintains critical components of the Original Agreement and appears to be consistent with the intent of the 2010 settlement agreement and the Richland Comprehensive Plan amendments adopted by Ordinance No. 21-10; and

WHEREAS, a public hearing is required before a decision on the proposed First Amendment to Development Agreement can be rendered by Richland City Council (RCW 36.70B.200).

NOW, THEREFORE, BE IT ORDAINED by the City of Richland as follows:

Section 1. The findings and conclusions contained in Section 1.01 of Ordinance No. 21-10 are adopted in support of approval of the First Amendment to Development Agreement and are incorporated by this reference as though set forth herein.

Section 2. The First Amendment to Development Agreement, attached hereto as **Exhibit A**, allows for development of a coordinated mixed use plan benefitting South Richland and the City as a whole while leaving all critical components of the Original Agreement unchanged.

Section 3. The Country Ridge Homeowners Association submitted written approval signed by a duly authorized representative acknowledging no opposition to the proposed amendments to the Original Agreement.

Section 4. The First Amendment to Development Agreement attached hereto as **Exhibit A** is hereby approved, and the City Manager is authorized to sign the same on behalf of the City of Richland.

Section 5. This Ordinance shall take effect the day following its publication in the official newspaper of the City of Richland.

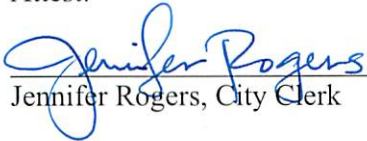
Section 6. Should any section or provision of this Ordinance be declared by a court of competent jurisdiction to be invalid, that decision shall not affect the validity of the Ordinance as a whole or any part thereof, other than the part so declared to be invalid.

Section 7. The City Clerk and the codifiers of this Ordinance are authorized to make necessary corrections to this Ordinance, including but not limited to the correction of scrivener's errors/clerical errors, section numbering, references, or similar mistakes of form.

PASSED by the City Council of the City of Richland, Washington, at a regular meeting on the 15th day of February, 2022.


Michael Alvarez, Mayor

Attest:


Jennifer Rogers, City Clerk

Approved as to Form:


Heather Kintzley, City Attorney

First Reading: February 1, 2022
Second Reading: February 15, 2022
Date Published: February 20, 2022

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT

THIS FIRST AMENDMENT to the July 20, 2010 Development Agreement is made and entered into this ____ day of _____, 2022 (the "Effective Date") by and between the **City of Richland**, a Washington municipal corporation ("City") and **Columbia Valley Property Holdings, LLC**, a Washington limited liability company and successor-in-interest to John Perry, Julee Ann Perry, Beulah Cousins, Linda Norwood, and Kerry and Jongjit Watts ("Owner").

I. RECITALS

WHEREAS, the City and original owners entered into a Development Agreement authorized by RCW 36.70B.170(1) dated July 20, 2010 and recorded under Benton County Auditor's File No. 2010-024273 (the "Original Agreement"); and

WHEREAS, the Original Agreement set forth development standards relating to the future zoning and development of the property subject to the Development Agreement (sometimes referred to as the "Property" or the "Site"); and

WHEREAS, the current Owner (as successor-in-interest to the original owners) has requested modifications to the Original Agreement to accommodate future mixed-use development on the Site, which modifications are substantially consistent with the intent of the Original Agreement and allowed under Section 18 of the Original Agreement and applicable law (see RCW 36.70B.200); and

WHEREAS, the Parties have agreed to amend the Original Agreement as set forth below in order for the Site to be developed.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Owner hereby agree as follows:

II. AGREEMENT

1. **Section 5(b)** of the Original Agreement, under the title *Parties to Development Agreement*, is replaced in its entirety with the following:

b) The "Owner" is Columbia Valley Property Holdings, LLC, who has succeeded to the interest of the original owners under the Original Agreement and is Owner of the entire Site.

2. **Section 7** of the Original Agreement, under the title *Term of Agreement*, is replaced in its entirety with the following:

Section 7. *Term of Agreement*. This Agreement (as amended) shall commence on the effective date of the Adopting Ordinance approving this Amendment. This Agreement may be further modified upon the City's adoption of zoning regulations or land use applications consistent with the Comprehensive Plan, provided that any additional modifications to the Agreement shall be consistent with Section 18 of the Original Agreement and applicable law. The Agreement (as amended) shall terminate when the Site has been fully developed. "Fully developed" means any combination of subdivision, site plan or land use approvals consistent with the

Agreement that bind the entire Site. The Country Ridge Homeowners Association, a Washington non-profit corporation, reviewed the terms of the Original Agreement and the First Amendment to the Development Agreement, although not a formal party to the Agreement, and by its letter attached hereto as **Exhibit A-1**, confirms that the Original Agreement (as amended) meets the intent of the Settlement Agreement regarding Eastern Washington Growth Management Hearing Board appeal No. 09-1004, the terms and conditions of which are hereby incorporated by reference into this Agreement. Other than as set forth in these agreements, the Growth Board Petitioners do not obtain any greater participation rights in the development of the Site described in Exhibit A.

3. **Section 10(d)** of the Original Agreement, under the title *Future Uses*, is replaced in its entirety with the following:

d) The Owner shall provide dedicated right-of-way for a future extension of Queensgate Drive, extending southward from Keene Road, through the Site to its connection to Shockley Road. This right-of-way dedication shall be made to the City at the time that an applicable land use application is reviewed and finalized by the Owner or a Developer for any portion of the Site, and shall be dedicated in its entirety at such time. The right-of-way width for future Queensgate Drive shall be determined at the subdivision or land use approval stage based on City development standards then in effect and consultation with the City's Public Works Director or designee. The specific alignment of the future roadway for Queensgate Drive shall be mutually agreed to by the Owner (or the Developer) and the City. Access points to and from future Queensgate Drive shall be determined at the subdivision or project review stage, however, the Owner (and Developer as the Owner's successor-in-interest) understands that direct access from single family residential lots shall not be allowed, and commercial access points may be limited consistent with City development standards then in effect and based on review and evaluation by the City's Public Works Director or designee.

4. **Section 10(f)** of the Original Agreement, under the title *Future Uses*, is replaced in its entirety with the following:

f) Access from future development onto Keene Road and/or the future Queensgate Drive shall be subject to road approach review and/or permits from the City, which review may include review of commercially reasonable site distances from existing intersections, including the intersection of Keene Road/Queensgate Drive.

5. **Section 10(g)** of the Original Agreement, under the title *Future Uses*, is replaced in its entirety with the following:

g) Zoning for the portion of the Site designated as Commercial may be C-1, C-2 or C-LB or may be part of a Planned Unit Development. Identified compatibility concerns at the zoning or project stage may be addressed by concomitant agreement(s) that limit potential commercial uses shown to be incompatible with nearby residential uses. Zoning for the portions of the Site designated as Multi-Family/Office shall be zoned C-LB (Limited Business) or shall be part of a Planned Unit Development. Unless otherwise approved by a variance at the project stage, permitted development will be limited to building heights no more than **forty (40) feet** on portions of the Site zoned commercial west of Queensgate Drive. Attached

as **Exhibit B-1** is a colored land use map showing the existing comprehensive plan designations for the Site.

6. Effect of Amendment. This First Amendment to the Development Agreement is intended to modify the Original Agreement. In the event of a conflict between the terms and conditions of the Original Agreement and this Amendment, the terms and provisions of this First Amendment shall control. Except as expressly modified by this First Amendment to the Development Agreement, all terms and conditions of the Original Agreement remain in full force and effect.
7. Governing Law. This Amendment shall be construed in accordance and governed by the laws of the state of Washington.
8. Effective Date. This First Amendment to the Development Agreement is made effective on the Effective Date first set forth above.

City of Richland
a Washington municipal corporation

Columbia Valley Property Holdings, LLC
a Washington limited liability company

By: _____
Jon Amundson, ICMA-CM
City Manager

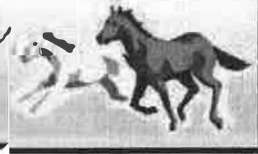
By: _____
Mallikarjuna Vallem
Managing Member

Approved as to Form:

Heather Kintzley, City Attorney

Exhibit A-1

Country Ridge Home Owners Association
PO Box 844, Richland, WA 99352



July 15, 2021

To: The City of Richland, WA – Development Services

From: Erinn Johnson, President, Country Ridge Homeowners Association

Re: Proposed Amendment to Development Agreement, Contract No. 92-10

To Whom It May Concern,

Over the last month, members of the Country Ridge Homeowners Association (CRHOA) board of directors met with land developer Jaya Holdings LLC and their representatives. The meetings regarded a proposed amending of the Development Agreement (Reference 1) associated with approximately 47 acres of lands situated south of Keene Rd to Shockley Rd, and directly east of the CRHOA development's boundary. We appreciate the opportunity provided to engage in constructive dialog about the proposed amendment to ensure interests reasonable to both our association and the land owner/developer are understood. Our homeowners association is an indirect party to a proposed change through the incorporation of the provisions contained in the Settlement Agreement (Reference 2) into an amendment to the City of Richland's Comprehensive Plan. That Settlement Agreement in part caused the incorporation of certain site design elements into the city's comprehensive plan, and into Reference 1, that are of interest to CRHOA. Specifically, those elements are:

- Two tiers of low density single-family home sites bordering the N-S masonry wall, zoned R1-12 but limited to no more than three homes per acre. [Reference 1, Section 10(a)],
- A six foot or greater masonry wall is to be erected by the developer along the CRHOA N-S line that would effectively separate the new development from the CRHOA development. [Reference 1, Section 10(c)],
- No direct connection of Lariat Lane to Queensgate Extension (when extended from the Keene/Queensgate intersection to the South). [Reference 1, Section 10(j)].

CRHOA finds that the proposed amendment (Reference 3) maintains the above described three features. Additionally, the amendment to Section 10(j) proposes that the existing Lariat Land Right-of Way shall connect to or extend Lariat Lane into the new development site only as a secondary or emergency access road. The CRHOA finds this proposed change acceptable and furthermore most desirable as a means to eliminate "cut-through" traffic from one development to the other except under emergency conditions. Additionally, such a design feature would ensure no added traffic impacts at the intersection of Country Ridge Drive with Keene Rd. Those impacts have already been identified as a problem due to increased Keene Rd traffic levels and the more recent and possible future development of neighborhoods to our west that rely on Country Ridge Drive for ingress and egress to their communities.

By this letter, duly signed by the CRHOA President as the authorized representative of our homeowners association, it is stated that CRHOA is not opposed to an amendment of the Development Agreement as proposed and specifically as shown in Appendix A to this letter. Furthermore, this letter confirms that the Original Development Agreement with the proposed Amendment is intended to be consistent with the Settlement Agreement (Reference 2).

Sincerely,

 7/15/21
Erinn Johnson, CRHOA President / date

References:

1. Contract 92-10, Development Agreement by and Between the City of Richland and John Perry, Julie Ann Perry, Beulah Cosens, Linda Norwood, Kerry Watts and Jonghit Watts, entered into on the 20th day of July, 2010. Benton County Record 2010-024273, recorded August 24, 2010.
2. Settlement of Growth Management Hearing Board for Eastern Washington Related to City of Richland Comprehensive Plan Amendments Effected by Ordinance No 32-08, dated August 2009. Benton County Record 2010-024274, recorded August 24, 2010.
3. Proposed Amended Development Agreement, Contract No. 92-10, specifically as shown in Appendix A to this letter.

**Appendix A: Contract No. 92-10, AMENDED DEVELOPMENT AGREEMENT
(as proposed to CRHOA on July 14, 2021)**

Contract No. 92-10

AMENDED DEVELOPMENT AGREEMENT

THIS AMENDED DEVELOPMENT AGREEMENT (the "Agreement") is made and entered into this _____ day of _____, 2021 (the "Effective Date") by and between the City of Richland, a First Class code Washington municipal corporation, hereinafter the "City," and Kerry Watts and Jongjit Watts, property owners; hereinafter the "Owners."

RECITALS

A. The City and original owners entered into a Development Agreement authorized by RCW 36.70B.170(1) dated July 20, 2010 and recorded under Benton County Auditor's File No. 2010-024273 (the "Original Development Agreement");

B. The Original Development Agreement set forth development standards relating to the future zoning and development of the property subject to the Development Agreement (sometimes referred to as the "Property" or the "Site");

C. The current Owners in conjunction with a potential Developer has requested modifications to the Original Development Agreement to accommodate future mixed-use development of the Site, which modifications are substantially consistent with the intent of the Original Development Agreement and allowed under Section 18 of the Original Development Agreement and applicable law (see RCW 36.70B.200); and

D. The parties to the Original Development Agreement have agreed to amend and modify the Agreement as set forth below in order for the Site to be developed.

AGREEMENT

Now, therefore, the parties Amend the Agreement as follows:

1. Effect of Amendment. This Amended Development Agreement is intended to supplement and modify the Original Development Agreement as described below. In the event of a conflict between the terms and conditions of the Original Development Agreement and any prior amendments, the terms and provisions of this Amended Development Agreement shall control. Except as expressly modified or supplemented by this Amended Development Agreement, all terms and conditions of the Original Development Agreement shall remain in full force and effect.

2. Parties to Development Agreement. **Section 5(b)** of the Agreement is amended and restated to read as follows:

b) The "Owners" of the Site are now Kerry Watts and Jongjit Watts, 68 Canyon Street, Richland, WA 99352; who have succeeded to the interest of the original owners under the Original Development Agreement, and who are in the process of entering into one or more contracts with a Developer.

3. Term of Agreement. **Section 7** of the Agreement shall be amended and restated to read as follows:

Section 7. *Term of Agreement.* This Agreement (as amended) shall commence on the effective date of the Adopting Ordinance approving this Amendment. This Agreement may be further modified upon the City's adoption of zoning regulations or land use applications consistent with the Comprehensive Plan, provided that any additional modifications to the Agreement shall be consistent with Section 18 of the Original Development Agreement and applicable law. The Agreement (as amended) shall terminate when the Site has been fully developed. Fully developed shall mean any combination of subdivision, site plan or land use approvals consistent with the Agreement that binds the entire Site. The Country Ridge Homeowner's Association, a Washington non-profit corporation, has reviewed the terms of this Amended Development Agreement, but is not a formal party to the Agreement, and by its letter (attached as **Exhibit A**), confirms that the Original Development Agreement (as amended) is intended to be consistent with the Settlement Agreement referred to in Section 7 of the Original Development Agreement (referred to by Growth Management Hearing Board Appeal No. 09-1004).

4. Future Uses. **Section 10(d)** of the Agreement shall be amended and restated to read as follows:

d) The Owners shall provide dedicated Right-of-Way for a future extension of Queensgate Drive, extending southward from Keene Road, through the Site to its connection to Shockley Road. This Right-of-Way dedication shall be made to the City at the time that an applicable land use application is reviewed and finalized by the Owners or a Developer for any portion of the Site, and shall be dedicated in its entirety at such time. The Right-of-Way width for future Queensgate Drive shall be determined at the subdivision or land use approval stage based on City development standards then in effect and consultation with the City's traffic engineer. The specific alignment of the future roadway for Queensgate Drive shall be mutually agreed to by the Owners (or the Developer) and the City. Access points to and from future Queensgate Drive shall be determined at the subdivision or project review stage, however, the Owner (and Developer as the Owner's successor-in-interest) understands that direct access from residential lots may be prohibited, and commercial access points may be limited consistent with City development standards then in effect and based on review and evaluation by the City traffic engineer.

Section 10(f) of the Agreement shall be amended and restated to read as follows:

f) Access from future development onto Keene Road and/or the future Queensgate Drive shall be subject to road approach review and/or permits from the City Traffic Engineering Department, which review may include review of commercially reasonable site distances from existing intersections, including the intersection of Keene Road/Queensgate Drive.

Section 10(g) of the Agreement shall be amended and restated to read as follows:

g) Zoning for the portion of the Site designated as Commercial may be C-1, C-2 or C-LB or may be part of a Planned Unit Development. Identified compatibility concerns at the zoning or project stage may be addressed by concomitant agreement(s) that limit potential commercial uses shown to be incompatible with nearby residential uses. Zoning for the portions of the Site designated as Multi-Family/Office shall be zoned C-LB (Limited Business) or shall be part of Planned Unit Development. Unless otherwise approved by a variance at the project stage, permitted development will be limited to building heights no more than **forty (40) feet** on portions of the Site zoned commercial west of Queensgate Drive. Attached as **Exhibit B** is a colored land use map showing the existing comprehensive plan designations for the Site.

Section 10(h) of the Agreement shall be amended and restated to read as follows:

h) Development proposals within the portions of the Site designated as Commercial, shall not be approved unless they are determined to be substantially consistent with the design standards set forth on **Exhibit B** attached to the Agreement, and Section 23.28.020(D)(1) through (4) of the Richland Municipal Code.

Section 10(j) of the Agreement shall be amended and restated to read as follows:

j) Development proposals within the portion of the Site adjoining the existing Lariat Lane Right-of-Way shall connect to or extend Lariat Lane into the Site only as a secondary or emergency access road, unless traffic studies show that an extension of Lariat Lane into the Site is required. The intention of this provision is to avoid connectivity and through traffic between the County Ridge neighborhood to the west and the Site, and to limit such access to emergency vehicles or a secondary access only. Notwithstanding the foregoing, if the City based on the traffic impacts of development proposals requires more intensive road connections to Lariat Lane, such access shall be accomplished through an indirect route that will include at least nine hundred (900) feet of travel in a north-south orientation before Lariat Lane can be connected to Queensgate Drive. The design of Lariat Lane may also include other traffic calming measures. The intent of this provision is to provide connectivity between the Country Ridge neighborhood and the Site but to keep Lariat Lane from functioning as a collector street.

5. No Other Changes. Except as Amended by this Amended Development Agreement, the original Development Agreement shall remain in full force and effect.

6. Effective Date. This Amended Development Agreement is made effective on the Effective Date first set forth above.

Kerry Watts, Owner

Jongjit Watts, Owner

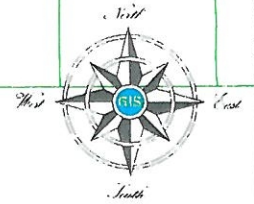
City of Richland,
a Washington municipal corporation

By: _____
Jon Amundson
Interim City Manager

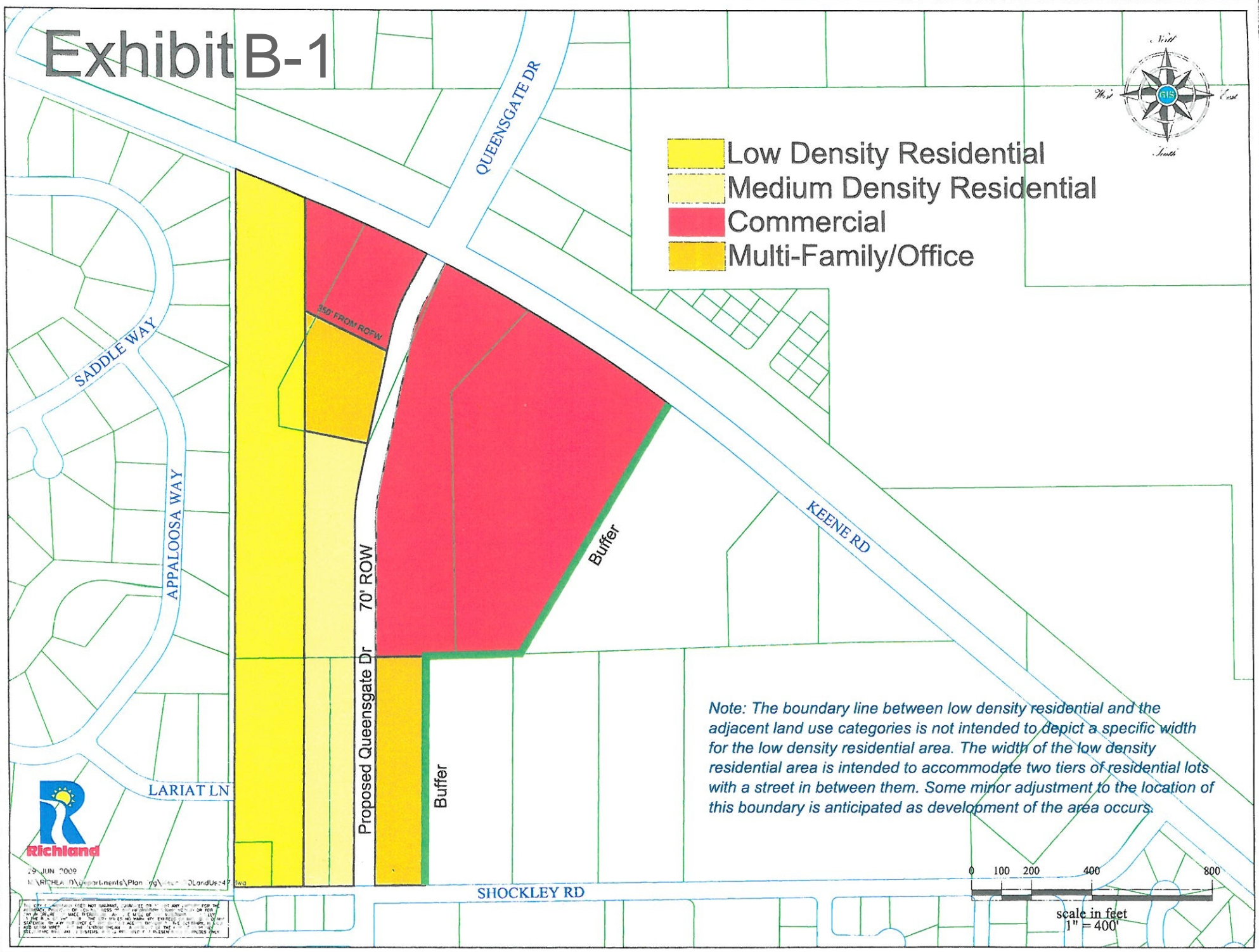
APPROVED AS TO FORM:

Heather Kintzley
City Attorney

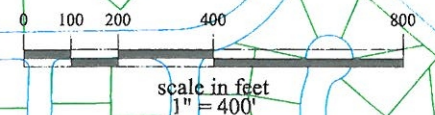
Exhibit B-1



- Low Density Residential
- Medium Density Residential
- Commercial
- Multi-Family/Office



29 JUN 2009
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THIS MAP IS A PRELIMINARY DRAFT AND IS NOT A FINAL DESIGN. IT IS NOT TO BE USED FOR CONSTRUCTION OR ANY OTHER PURPOSE. ANY CHANGES TO THE MAP WILL BE MADE WITHOUT NOTICE. THE USER OF THIS MAP ASSUMES ALL LIABILITY FOR ANY ERRORS OR OMISSIONS. THE DESIGNER ACCEPTS NO LIABILITY FOR ANY ERRORS OR OMISSIONS. THE USER OF THIS MAP ASSUMES ALL LIABILITY FOR ANY ERRORS OR OMISSIONS. THE DESIGNER ACCEPTS NO LIABILITY FOR ANY ERRORS OR OMISSIONS.



Exhibit 6

Boundary Line Adjustment

(BLA2022-115)



CITY OF RICHLAND
DEVELOPMENT SERVICES DEPARTMENT
625 Swift Boulevard, MS-35
Richland, WA 99352
Telephone (509) 942-7794
Fax (509) 942-7764

CI.RICHLAND.WA.US · 509-942-7390

October 13, 2022

BENTON COUNTY ASSESSORS OFFICE
P.O. BOX 902
PROSSER, WA 99350

RE: DEVELOPMENT SERVICES DEPARTMENT APPROVAL – BOUNDARY LINE
ADJUSTMENT (BLA 2022-115) BETWEEN PARCEL NOS. 122983000002002,
1229830000020001, 122983000003002 AND 122983000004000, LOCATED
WITHIN SECTION 22, TOWNSHIP 9 NORTH, RANGE 28 EAST, W.M., BENTON
COUNTY, WASHINGTON.

To Whom It May Concern:

The City of Richland Development Services Department has reviewed the record survey prepared
by AHBL, Inc., involving the following parcels:

*Parcel Numbers: 122983000002002, 1229830000020001, 122983000003002 and
122983000004000; as illustrated in the attached record survey.*

The Development Services Department has determined that the proposed boundary line adjustment
is in compliance with the City's zoning requirements pursuant to the provisions of Title 23 of the
Richland Municipal Code (RMC) and may be recorded.

If you have any questions on this matter, please contact me at 509-942-7596.

Sincerely,

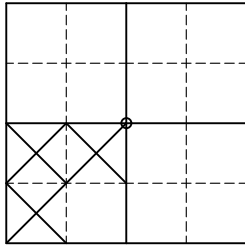
Mike Stevens
Planning Manager
City of Richland
(509)942-7596
mstevens@ci.richland.wa.us

C: BLA 2022-115

RECORD OF SURVEY FOR BOUNDARY LINE ADJUSTMENT
PORTIONS OF THE SW 1/4, THE NW 1/4 AND THE NE 1/4 OF THE SW 1/4 OF SECTION 22,
TOWNSHIP 9 NORTH, RANGE 28 EAST, W.M.,
BENTON COUNTY, WASHINGTON.

SHEET 1 OF 5

SECTION INDEX
S 22, T 9 N, R 28 E, WM
BENTON COUNTY, WA



ORIGINAL LEGAL DESCRIPTIONS

LOT 1

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 9 NORTH, RANGE 28 EAST, W.M., BENTON COUNTY, WASHINGTON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 22; THENCE NORTH 00°29'16" EAST ALONG THE WEST LINE THEREOF A DISTANCE OF 2433.16 FEET TO THE SOUTHERLY RIGHT-OF-WAY MARGIN OF KEENE ROAD AS DEEDED TO THE STATE OF WASHINGTON BY WARRANTY DEED RECORDED UNDER BENTON COUNTY AUDITOR'S FILE NO. 845365; THENCE SOUTH 68°05'20" EAST ALONG SAID MARGIN A DISTANCE OF 167.97 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 5690.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AND ALONG SAID MARGIN, THROUGH A CENTRAL ANGLE OF 2°58'00" A DISTANCE OF 294.60 FEET; THENCE SOUTH 53°13'09" EAST, ALONG SAID MARGIN, A DISTANCE OF 101.12 FEET; THENCE SOUTH 66°00'37" EAST, ALONG SAID MARGIN, A DISTANCE OF 66.36 FEET TO THE TRUE POINT OF BEGINNING; THENCE, LEAVING SAID MARGIN, SOUTH 27°57'01" WEST A DISTANCE OF 289.88 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 1090.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 23°53'51" A DISTANCE OF 454.63 FEET TO A POINT OF COMPOUND CURVE HAVING A RADIUS OF 9540.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 3°54'48" A DISTANCE OF 651.57 FEET; THENCE NORTH 88°25'48" EAST A DISTANCE OF 276.58 FEET; THENCE NORTH 89°14'37" EAST A DISTANCE OF 98.91 FEET; THENCE NORTH 00°41'01" WEST A DISTANCE OF 883.15 FEET; THENCE NORTH 42°11'07" EAST A DISTANCE OF 376.94 FEET TO THE HEREINBEFORE SAID RIGHT-OF-WAY MARGIN AND THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 5690.00 FEET AND FROM WHICH THE CHORD BEARS NORTH 59°04'12" WEST A DISTANCE OF 10.47 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AND ALONG SAID MARGIN, THROUGH A CENTRAL ANGLE OF 0°06'20" A DISTANCE OF 10.47 FEET; THENCE NORTH 70°46'11" WEST, ALONG SAID MARGIN, A DISTANCE OF 50.61 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 5680.00 FEET AND FROM WHICH THE CHORD BEARS NORTH 60°52'21" WEST A DISTANCE OF 247.80 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AND ALONG SAID MARGIN, THROUGH A CENTRAL ANGLE OF 2°29'59" A DISTANCE OF 247.82 FEET; THENCE NORTH 66°00'37" WEST, ALONG SAID MARGIN, A DISTANCE OF 66.36 FEET TO THE POINT OF BEGINNING.

LOT 2

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 9 NORTH, RANGE 28 EAST, W.M., BENTON COUNTY, WASHINGTON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 22; THENCE NORTH 00°29'16" EAST ALONG THE WEST LINE THEREOF A DISTANCE OF 260.00 FEET; THENCE, LEAVING SAID LINE, NORTH 89°14'37" EAST A DISTANCE OF 20.03 FEET; THENCE SOUTH 00°29'16" WEST A DISTANCE OF 79.99 FEET; THENCE NORTH 89°14'37" EAST A DISTANCE OF 105.00 FEET; THENCE SOUTH 00°29'16" WEST A DISTANCE OF 150.00 FEET TO INTERSECT A LINE 30.00 FEET NORTHERLY OF AND PARALLEL WITH THE SOUTH LINE OF SAID SECTION; THENCE NORTH 89°14'37" EAST, ALONG SAID PARALLEL LINE, A DISTANCE OF 266.75 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 89°14'37" EAST, ALONG SAID PARALLEL LINE, A DISTANCE OF 242.31 FEET; THENCE, LEAVING SAID LINE, NORTH 00°29'16" EAST A DISTANCE OF 767.54 FEET; THENCE SOUTH 88°25'48" WEST A DISTANCE OF 276.58 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 9540.00 FEET AND FROM WHICH THE CHORD BEARS SOUTH 02°05'05" EAST A DISTANCE OF 740.58 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 4°26'56" A DISTANCE OF 740.77 FEET TO A POINT OF REVERSE CURVE HAVING A RADIUS 260.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 4°41'08" A DISTANCE OF 21.26 FEET; THENCE SOUTH 00°22'35" WEST A DISTANCE OF 1.80 FEET TO THE POINT OF BEGINNING.

LOT 3

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 9 NORTH, RANGE 28 EAST, W.M., BENTON COUNTY, WASHINGTON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 22; THENCE NORTH 00°29'16" EAST ALONG THE WEST LINE THEREOF A DISTANCE OF 2433.16 FEET TO THE SOUTHERLY RIGHT-OF-WAY MARGIN OF KEENE ROAD AS DEEDED TO THE STATE OF WASHINGTON BY WARRANTY DEED RECORDED UNDER BENTON COUNTY AUDITOR'S FILE NO. 845365; THENCE SOUTH 68°05'20" EAST ALONG SAID MARGIN A DISTANCE OF 167.97 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 5690.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AND ALONG SAID MARGIN, THROUGH A CENTRAL ANGLE OF 0°28'22" A DISTANCE OF 46.96 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTHEASTERLY ALONG THE ARC OF SAID CURVE AND ALONG SAID MARGIN THROUGH A CENTRAL ANGLE OF 2°29'37" A DISTANCE OF 247.65 FEET; THENCE SOUTH 53°13'09" EAST, ALONG SAID MARGIN, A DISTANCE OF 101.12 FEET; THENCE SOUTH 66°00'37" EAST, ALONG SAID MARGIN, A DISTANCE OF 131.96 FEET; THENCE, LEAVING SAID MARGIN, SOUTH 27°57'01" WEST A DISTANCE OF 289.88 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 1090.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 15°01'40" A DISTANCE OF 285.89 FEET; THENCE SOUTH 89°57'18" WEST A DISTANCE OF 199.29 FEET; THENCE NORTH 00°29'16" EAST A DISTANCE OF 736.83 FEET TO THE POINT OF BEGINNING.

LOT 4

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 9 NORTH, RANGE 28 EAST, W.M., BENTON COUNTY, WASHINGTON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 22; THENCE NORTH 00°29'16" EAST ALONG THE WEST LINE THEREOF A DISTANCE OF 260.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING NORTH 00°29'16" EAST ALONG SAID WEST LINE A DISTANCE OF 2173.16 FEET TO THE SOUTHERLY RIGHT-OF-WAY MARGIN OF KEENE ROAD AS DEEDED TO THE STATE OF WASHINGTON BY WARRANTY DEED RECORDED UNDER BENTON COUNTY AUDITOR'S FILE NO. 845365; THENCE SOUTH 68°05'20" EAST ALONG SAID MARGIN A DISTANCE OF 167.97 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 5690.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AND ALONG SAID MARGIN, THROUGH A CENTRAL ANGLE OF 0°28'22" A DISTANCE OF 46.96 FEET; THENCE, LEAVING SAID MARGIN, SOUTH 00°29'16" WEST A DISTANCE OF 736.83 FEET; THENCE NORTH 89°57'18" EAST A DISTANCE OF 199.29 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 1090.00 FEET AND FROM WHICH THE CHORD BEARS SOUTH 08°29'16" WEST A DISTANCE OF 168.57 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 8°52'11" A DISTANCE OF 168.74 FEET TO A POINT OF COMPOUND CURVE HAVING A RADIUS OF 9540.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 8°21'44" A DISTANCE OF 1392.33 FEET TO A POINT OF REVERSE CURVE HAVING A RADIUS 260.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 4°41'08" A DISTANCE OF 21.26 FEET; THENCE SOUTH 00°22'35" WEST A DISTANCE OF 1.80 FEET TO INTERSECT A LINE 30.00 FEET NORTHERLY OF AND PARALLEL WITH THE SOUTH LINE OF SAID SECTION; THENCE SOUTH 89°14'37" WEST, ALONG SAID PARALLEL LINE, A DISTANCE OF 266.75 FEET; THENCE, LEAVING SAID LINE, NORTH 00°29'16" EAST A DISTANCE OF 150.00 FEET; THENCE SOUTH 89°14'37" WEST A DISTANCE OF 105.00 FEET; THENCE NORTH 00°29'16" EAST A DISTANCE OF 79.99 FEET; THENCE SOUTH 89°14'37" WEST A DISTANCE OF 20.03 FEET TO THE PONT OF BEGINNING.

BASIS OF BEARING

NAD 1983/11
WASHINGTON STATE PLANE SOUTH PROJECTION, BASED ON GPS
OBSERVATIONS USING WSRN AND GEOID 2012A. UNITS OF MEASUREMENT
ARE US SURVEY FEET.

AUDITOR'S CERTIFICATE

FILED FOR RECORD THIS ____DAY OF _____,
20____, AT _____ MINUTES PAST _____M. RECORDS OF
THE _____ COUNTY AUDITOR, _____, WASHINGTON.

RECORDING NUMBER _____.

COUNTY AUDITOR

FEE

BY

SURVEY FOR

COLUMBIA VALLEY PROPERTY HOLDINGS, LLC
16455 NE 99TH STREET
REDMOND, WA98052

EQUIPMENT USED

3" TOTAL STATION USING STANDARD FIELD
TRAVERSE METHODS FOR CONTROL AND STAKING.

FOUND CORNERS

F1: FOUND WORLEY REBAR AND CAP LS 41966 0.10'W OF CORNER
F2: FOUND WORLEY REBAR AND CAP LS 41966 0.15'W AND 0.14'S OF CORNER
F3: FOUND WORLEY REBAR AND CAP LS 41966 0.10'W OF CORNER
F4: FOUND WORLEY REBAR AND CAP LS 41966 0.10'E AND 0.10'S OF CORNER
F5: FOUND 1/2" CRIMPED IRON PIPE 0.78'S OF CORNER
F6: FOUND WORLEY REBAR AND CAP LS 13352 3.81'N OF CORNER.
F7: FOUND BENT 5/8" REBAR WITH NO CAP 0.22'W AND 0.12'N OF CORNER
F8: FOUND 1/2" CRIMPED IRON PIPE AT CORNER
F9: FOUND WORLEY REBAR AND CAP LS 13352 AT CORNER
F10: FOUND WORLEY REBAR AND CAP LS 41966 0.19'W AND 0.13'N OF CORNER
F11: FOUND 1/2" CRIMPED IRON PIPE 0.53'E AND 0.76'N OF CORNER
F12: FOUND WORLEY REBAR AND CAP LS 41966 1.23'W AND 0.64'N OF CORNER
F13: FOUND WORLEY REBAR AND CAP LS 13352 2.23'W AND 1.25'N OF CORNER
F14: FOUND WORLEY REBAR AND CAP LS 13352 2.13'W AND 1.04'N OF CORNER
F15: FOUND WORLEY REBAR AND CAP LS 41966 0.24'W AND 0.16'N OF CORNER
F16: FOUND WORLEY REBAR AND CAP LS 41966 AT CORNER
F17: FOUND WORLEY REBAR AND CAP LS 41966 AT CORNER
F18: FOUND WORLEY REBAR AND CAP LS 41966 AT CORNER
F219: FOUND WORLEY REBAR AND CAP LS 41966 1.36'E AND 1.08'S OF CORNER

ORIGINAL PARCEL AREAS

PARCEL 1	451,061 SF±
PARCEL 2	202,070 SF±
PARCEL 3	205,128 SF±
PARCEL 4	718,979 SF±
TOTAL	1,577,238 SF±

REVISED PARCEL AREAS

PARCEL 1	333,696 SF±
PARCEL 2	138,316 SF±
PARCEL 3	204,845 SF±
PARCEL 4	900,381 SF±
TOTAL	1,577,238 SF±

DWN. BY

DATE

TD

9/7/22

CHKD. BY

JOB NO.

JB

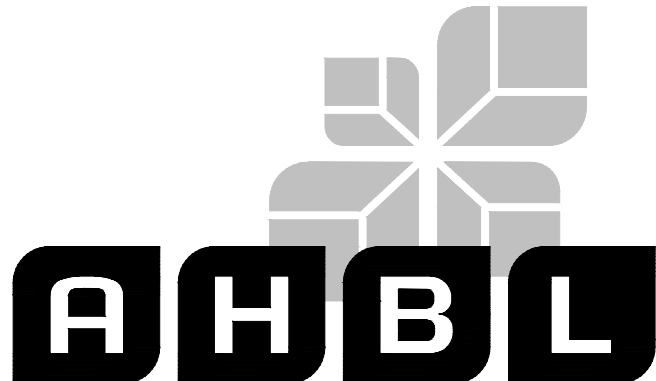
2210404

SURVEYOR'S CERTIFICATE

I, JOHN W. BECKER, A PROFESSIONAL LAND SURVEYOR IN THE
STATE OF WASHINGTON, HEREBY CERTIFY THAT THIS MAP
CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY
DIRECT SUPERVISION IN SEPTEMBER, 2022, IN COMPLIANCE WITH THE
REQUIREMENTS OF THE SURVEY RECORDING ACT, CHAPTER 58.09
R.C.W. AND 332-130 W.A.C., AT THE REQUEST OF COLUMBIA VALLEY
PROPERTY HOLDINGS, LLC.

JOHN W. BECKER, PLS 38480

DATE



TACOMA • SEATTLE • SPOKANE • TRI-CITIES

5804 Road 90, Suite H Pasco, WA 99301
509.380.5883 TEL 253.383.2572 FAX www.ahbl.com WEB

RECORD OF SURVEY FOR BOUNDARY LINE ADJUSTMENT
PORTIONS OF THE SW 1/4, THE NW 1/4 AND THE NE 1/4 OF THE SW 1/4 OF SECTION 22,
TOWNSHIP 9 NORTH, RANGE 28 EAST, W.M.,
BENTON COUNTY, WASHINGTON.

REVISED LEGAL DESCRIPTIONS

REVISED LOT 1

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 9 NORTH, RANGE 28 EAST, W.M., BENTON COUNTY, WASHINGTON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 22; THENCE NORTH 00°29'16" EAST ALONG THE WEST LINE THEREOF A DISTANCE OF 2433.16 FEET TO THE SOUTHERLY RIGHT-OF-WAY MARGIN OF KEENE ROAD AS DEEDED TO THE STATE OF WASHINGTON BY WARRANTY DEED RECORDED UNDER BENTON COUNTY AUDITOR'S FILE NO. 845365; THENCE SOUTH 68°05'20" EAST ALONG SAID MARGIN A DISTANCE OF 167.96 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 5690.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AND ALONG SAID MARGIN, THROUGH A CENTRAL ANGLE OF 02°58'00" A DISTANCE OF 294.60 FEET; THENCE SOUTH 53°13'09" EAST, ALONG SAID MARGIN, A DISTANCE OF 101.12 FEET; THENCE SOUTH 66°00'37" EAST, ALONG SAID MARGIN, A DISTANCE OF 128.24 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 5680.00 FEET, THE CHORD OF WHICH BEARS SOUTH 61°55'07" EAST A DISTANCE OF 40.40 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00°24'27" A DISTANCE OF 40.40 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 02°05'32" A DISTANCE OF 207.42 FEET; THENCE SOUTH 70°46'11" EAST A DISTANCE OF 50.61 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 5690.00 FEET, THE CHORD OF WHICH BEARS SOUTH 59°04'12" EAST A DISTANCE OF 10.47; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00°06'20" A DISTANCE OF 10.47 FEET; THENCE LEAVING SAID SOUTHERLY MARGIN, SOUTH 42°11'07" WET A DISTANCE OF 376.94 FEET; THENCE SOUTH 00°41'01" EAST A DISTANCE OF 883.15 FEET TO THE NORTH LINE OF LOT 1 AS DEPICTED ON SURVEY RECORDED IN VOLUME 1 OF SURVEYS AT PAGE 960, RECORDS OF BENTON COUNTY, WASHINGTON; THENCE SOUTH 89°14'37" WEST ALONG SAID NORTH LINE AND ITS WESTERLY PROJECTION A DISTANCE OF 280.89 FEET; THENCE NORTH 00°29'16" EAST A DISTANCE OF 579.01 FEET; THENCE NORTH 04°48'01" EAST A DISTANCE OF 79.68 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 1774.22 FEET, THE CHORD OF WHICH BEARS NORTH 16°32'54" EAST A DISTANCE OF 433.99 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 14°03'01" A DISTANCE OF 435.08 FEET; THENCE NORTH 28°26'30" EAST A DISTANCE OF 231.11 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 30.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 89°50'36" A DISTANCE OF 47.04 FEET TO THE POINT OF BEGINNING AND THE END OF THIS DESCRIPTION.

REVISED LOT 2

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 9 NORTH, RANGE 28 EAST, W.M., BENTON COUNTY, WASHINGTON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 22; THENCE NORTH 00°29'16" EAST ALONG THE WEST LINE THEREOF A DISTANCE OF 30.00 FEET TO THE NORTHERLY MARGIN OF SHOCKLEY ROAD; THENCE NORTH 89°14'37" EAST ALONG SAID NORTHERLY MARGIN A DISTANCE OF 496.95 FEET TO THE TRUE POINT OF BEGINNING THENCE CONTINUING ALONG SAID NORTHERLY MARGIN, NORTH 89°14'37" EAST A DISTANCE OF 137.14 FEET TO THE SOUTHWEST CORNER OF LOT 1 AS DEPICTED ON SURVEY RECORDED IN VOLUME 1 OF SURVEYS AT PAGE 960, RECORDS OF BENTON COUNTY, WASHINGTON; THENCE NORTH 00°29'16" EAST ALONG THE WEST LINE OF SAID LOT A DISTANCE OF 767.54 FEET TO THE NORTHWEST CORNER THEREOF; THENCE SOUTH 89°14'37" WEST ALONG THE WESTERLY PROJECTION OF THE NORTH LINE OF SAID LOT A DISTANCE OF 181.98 FEET; THENCE SOUTH 00°29'16" WEST A DISTANCE OF 621.99 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 264.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 08°42'36" A DISTANCE OF 40.13 FEET; THENCE SOUTH 08°13'19" EAST A DISTANCE OF 58.44 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 336.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 03°22'27" A DISTANCE OF 19.79 FEET OF THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 30.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 85°54'31" A DISTANCE OF 44.98 FEET TO THE POINT OF BEGINNING AND THE END OF THIS DESCRIPTION.

REVISED LOT 3

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 9 NORTH, RANGE 28 EAST, W.M., BENTON COUNTY, WASHINGTON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 22; THENCE NORTH 00°29'16" EAST ALONG THE WEST LINE THEREOF A DISTANCE OF 2433.16 FEET TO THE SOUTHERLY RIGHT-OF-WAY MARGIN OF KEENE ROAD AS DEEDED TO THE STATE OF WASHINGTON BY WARRANTY DEED RECORDED UNDER BENTON COUNTY AUDITOR'S FILE NO. 845365; THENCE SOUTH 68°05'20" EAST ALONG SAID MARGIN A DISTANCE OF 155.77 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTH 68°05'20" EAST ALONG SAID MARGIN A DISTANCE OF 12.19 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 5690.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AND ALONG SAID MARGIN, THROUGH A CENTRAL ANGLE OF 02°58'00" A DISTANCE OF 294.60 FEET; THENCE SOUTH 53°13'09" EAST, ALONG SAID MARGIN, A DISTANCE OF 101.12 FEET; THENCE SOUTH 66°00'37" EAST, ALONG SAID MARGIN, A DISTANCE OF 70.08 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 30.00 FEET; THENCE LEAVING SAID SOUTHERLY MARGIN, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 94°27'08" A DISTANCE OF 49.46 FEET; THENCE SOUTH 28°26'30" WEST A DISTANCE OF 140.55 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 341.00; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 13°1'00" A DISTANCE OF 77.47 FEET; THENCE SOUTH 15°25'30" WEST A DISTANCE OF 77.90 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 233.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 07°39'14" A DISTANCE OF 31.13 FEET; THENCE SOUTH 23°04'44" WEST A DISTANCE OF 38.23 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 53.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 18°05'50" A DISTANCE OF 16.74 FEET; THENCE SOUTH 41°10'33" WEST A DISTANCE OF 32.82 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 43.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 43°59'50" A DISTANCE OF 33.02 FEET; THENCE SOUTH 85°10'23" WEST A DISTANCE OF 66.34 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 531.64 FEET, THE CHORD OF WHICH BEARS SOUTH 88°53'40" WEST A DISTANCE OF 40.99 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THOUGH A CENTRAL ANGLE OF 04°25'09" A DISTANCE OF 41.00 FEET; THENCE NORTH 80°03'24" WEST A DISTANCE OF 61.27 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 127.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 36°07'24" A DISTANCE OF 80.07 FEET; THENCE NORTH 00°29'20" EAST A DISTANCE OF 647.47 FEET TO THE POINT OF BEGINNING AND THE END OF THIS DESCRIPTION.

REVISED LOT 4

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 9 NORTH, RANGE 28 EAST, W.M., BENTON COUNTY, WASHINGTON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 22; THENCE NORTH 00°29'16" EAST ALONG THE WEST LINE THEREOF A DISTANCE OF 30.00 FEET TO THE NORTHERLY MARGIN OF SHOCKLEY ROAD; THENCE NORTH 89°14'37" EAST ALONG SAID NORTHERLY MARGIN A DISTANCE OF 125.03 FEET TO THE TRUE POINT OF BEGINNING THENCE CONTINUING ALONG SAID NORTHERLY MARGIN, NORTH 89°14'37" EAST A DISTANCE OF 371.92 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 30.00 FEET, THE CHORD OF WHICH BEARS NORTH 47°48'07" WEST A DISTANCE OF 40.88 FEET; THENCE LEAVING SAID NORTHERLY MARGIN, NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 85°54'31" A DISTANCE OF 44.98 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 336.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 03°22'27" A DISTANCE OF 19.79 FEET; THENCE NORTH 08°13'19" WEST A DISTANCE OF 58.44 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 264.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 08°42'36" A DISTANCE OF 40.13 FEET; THENCE NORTH 00°29'16" EAST A DISTANCE OF 1201.00 FEET; THENCE NORTH 04°48'01" EAST A DISTANCE OF 79.68 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 1774.22 FEET, THE CHORD OF WHICH BEARS NORTH 16°32'54" EAST A DISTANCE OF 433.99 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 14°03'01" A DISTANCE OF 435.08 FEET; THENCE NORTH 28°26'30" EAST A DISTANCE OF 231.11 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 30.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 89°50'36" A DISTANCE OF 47.04 FEET TO THE SOUTHERLY RIGHT-OF-WAY MARGIN OF KEENE ROAD AS DEEDED TO THE STATE OF WASHINGTON BY WARRANTY DEED RECORDED UNDER BENTON COUNTY AUDITOR'S FILE NO. 845365, AND THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 5680.00 FEET, THE CHORD OF WHICH BEARS NORTH 61°55'07" WEST A DISTANCE OF 40.40 FEET; THENCE NORTHWESTERLY ALONG SAID SOUTHERLY MARGIN AND SAID CURVE, THROUGH A CENTRAL ANGLE OF 00°24'27" A DISTANCE OF 40.40 FEET; THENCE CONTINUING ALONG SAID SOUTHERLY MARGIN, NORTH 66°00'37" WEST A DISTANCE OF 128.24 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 30.00 FEET, THE CHORD OF WHICH BEARS SOUTH 18°47'04" EAST A DISTANCE OF 44.04 FEET; THENCE LEAVING SAID SOUTHERLY MARGIN, SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 94°27'08" A DISTANCE OF 49.46 FEET; THENCE SOUTH 28°26'30" WEST A DISTANCE OF 140.55 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 341.00; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 13°1'00" A DISTANCE OF 77.47 FEET; THENCE SOUTH 15°25'30" WEST A DISTANCE OF 77.90 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 233.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 07°39'14" A DISTANCE OF 31.13 FEET; THENCE SOUTH 23°04'44" WEST A DISTANCE OF 38.23 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 53.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 18°05'50" A DISTANCE OF 16.74 FEET; THENCE SOUTH 41°10'33" WEST A DISTANCE OF 32.82 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 43.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 43°59'50" A DISTANCE OF 33.02 FEET; THENCE SOUTH 85°10'23" WEST A DISTANCE OF 66.34 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 531.64 FEET, THE CHORD OF WHICH BEARS SOUTH 88°53'40" WEST A DISTANCE OF 40.99 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THOUGH A CENTRAL ANGLE OF 04°25'09" A DISTANCE OF 41.00 FEET; THENCE NORTH 80°03'24" WEST A DISTANCE OF 61.27 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 127.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 36°07'24" A DISTANCE OF 80.07 FEET; THENCE NORTH 00°29'20" EAST A DISTANCE OF 647.47 FEET TO SAID SOUTHERLY MARGIN; THENCE NORTH 68°05'20" WEST A DISTANCE OF 155.77 FEET TO THE WEST LINE OF SAID SOUTHWEST QUARTER; THENCE SOUTH 00°29'16" WEST ALONG SAID WEST LINE A DISTANCE OF 2173.16 FEET; THENCE LEAVING SAID WEST LINE, NORTH 89°14'37" EAST A DISTANCE OF 20.03 FEET; THENCE SOUTH 00°29'16" WEST A DISTANCE OF 79.99 FEET; THENCE NORTH 89°14'37" WEST A DISTANCE OF 105.0 FEET; THENCE SOUTH 00°29'16" WEST A DISTANCE OF 150.00 FEET TO THE POINT OF BEGINNING AND THE END OF THIS DESCRIPTION.

AUDITOR'S CERTIFICATE

FILED FOR RECORD THIS ____DAY OF _____ ,
20____ AT _____ MINUTES PAST _____M. RECORDS OF
THE _____ COUNTY AUDITOR, _____, WASHINGTON.
RECORDING NUMBER _____ .

COUNTY AUDITOR

FEE

BY





TACOMA • SEATTLE • SPOKANE • TRI-CITIES

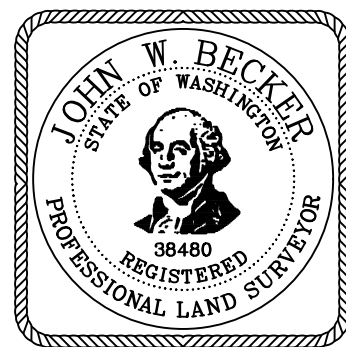
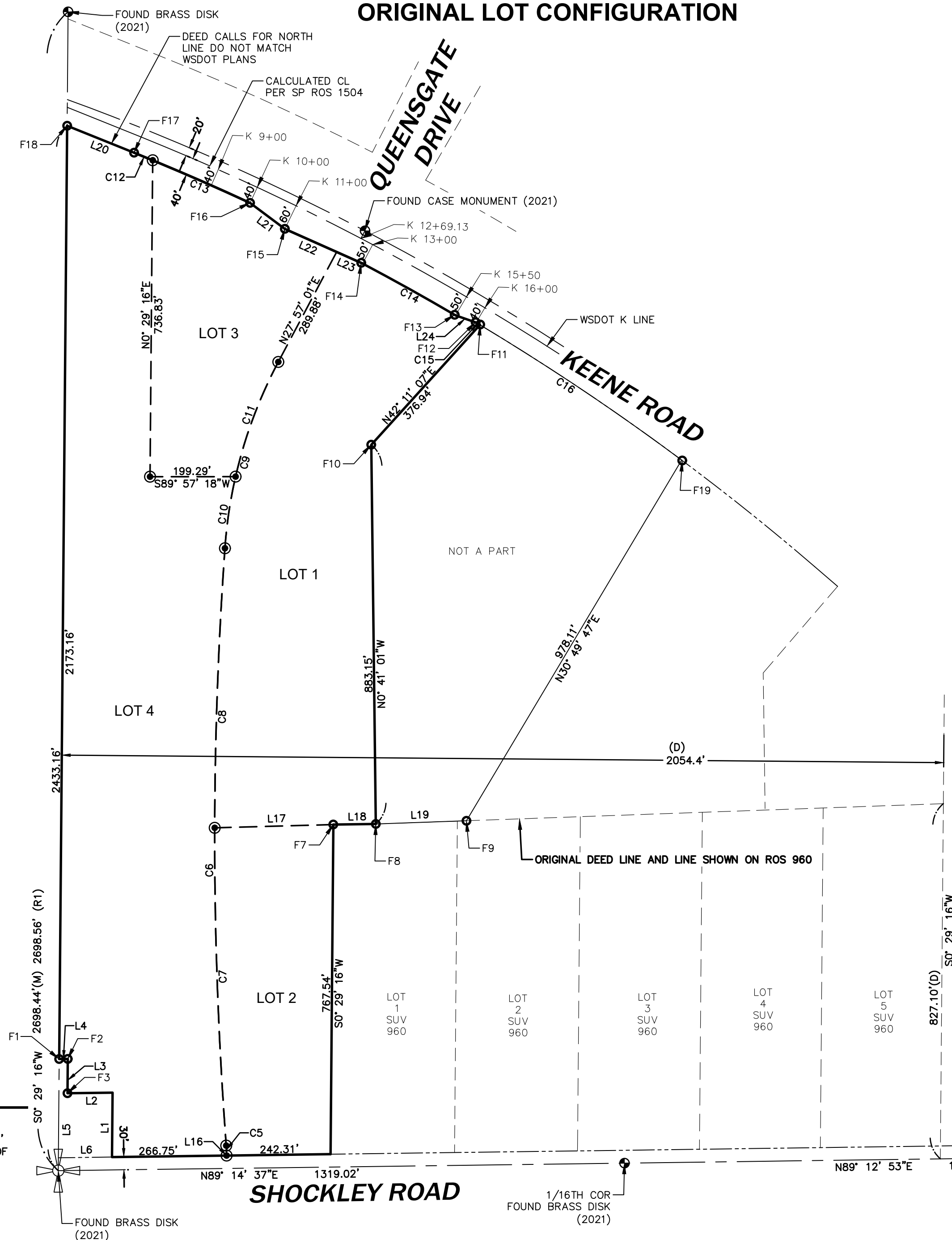
5804 Road 90, Suite H Pasco, WA 99301
509.380.5883 TEL 253.383.2572 FAX www.ahbl.com WEB

DWN. BY	DATE
TD	9/7/22
CHKD. BY	JOB NO.
JB	2210404

RECORD OF SURVEY FOR BOUNDARY LINE ADJUSTMENT
PORTIONS OF THE SW 1/4, THE NW 1/4 AND THE NE 1/4 OF THE SW 1/4 OF SECTION 22,
TOWNSHIP 9 NORTH, RANGE 28 EAST, W.M.,
BENTON COUNTY, WASHINGTON.

SHEET 3 OF 5

ORIGINAL LOT CONFIGURATION



AUDITOR'S CERTIFICATE

FILED FOR RECORD THIS ____ DAY OF _____,
20____ AT _____ MINUTES PAST _____ M. RECORDS OF
THE _____ COUNTY AUDITOR, _____, WASHINGTON.
RECORDING NUMBER _____.

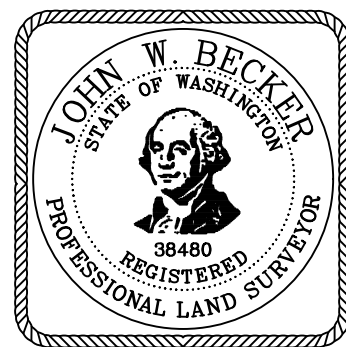
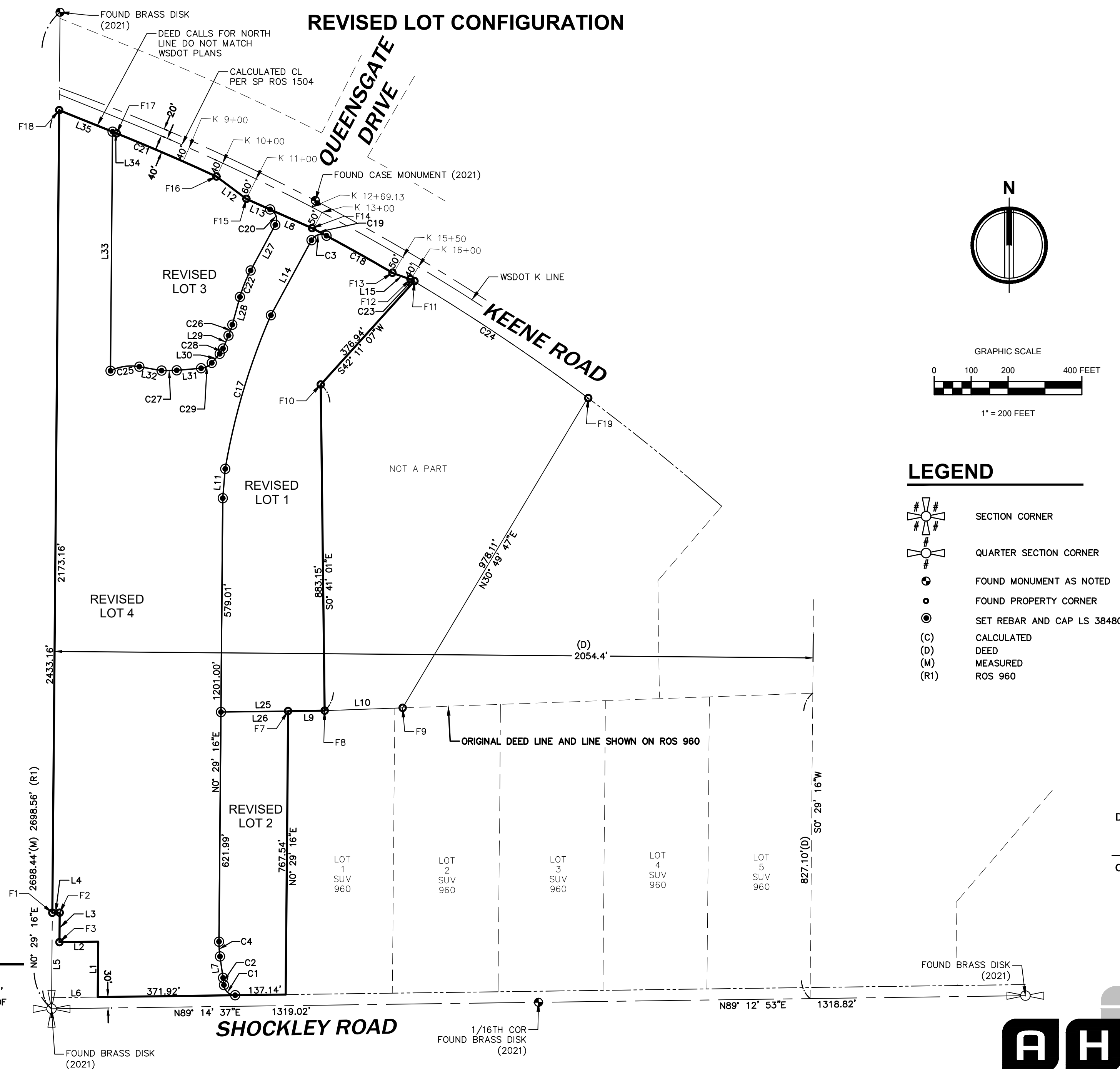
COUNTY AUDITOR _____
FEE _____
BY _____

DWN. BY	DATE
TD	9/7/22
CHKD. BY	JOB NO.
JB	2210404



RECORD OF SURVEY FOR BOUNDARY LINE ADJUSTMENT
PORTIONS OF THE SW 1/4, THE NW 1/4 AND THE NE 1/4 OF THE SW 1/4 OF SECTION 22,
TOWNSHIP 9 NORTH, RANGE 28 EAST, W.M.,
BENTON COUNTY, WASHINGTON.

SHEET 4 OF 5



AUDITOR'S CERTIFICATE

FILED FOR RECORD THIS _____ DAY OF _____, 20____, AT _____ MINUTES PAST _____ M. RECORDS OF THE _____ COUNTY AUDITOR, _____, WASHINGTON.

RECORDING NUMBER _____

COUNTY AUDITOR _____

FEE _____

BY _____

DWN. BY	DATE
TD	9/7/22
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5804 Road 90, Suite H Pasco, WA 99301
509.380.5883 TEL 253.383.2572 FAX www.ahbl.com WEB

RECORD OF SURVEY FOR BOUNDARY LINE ADJUSTMENT
PORTIONS OF THE SW 1/4, THE NW 1/4 AND THE NE 1/4 OF THE SW 1/4 OF SECTION 22,
TOWNSHIP 9 NORTH, RANGE 28 EAST, W.M.,
BENTON COUNTY, WASHINGTON.
REVISED LOT CONFIGURATION

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH
C1	44.98	30.00	85°54'31"	N47° 48' 07"W	40.88
C2	19.79	336.00	3°22'27"	N6° 32' 06"W	19.78
C3	47.04	30.00	89°50'36"	N73° 21' 48"E	42.37
C4	40.13	264.00	8°42'36"	N3° 52' 01"W	40.09
C5	21.26	260.00	4°41'08"	N1° 57' 59"W	21.26
C6	1392.33	9540.00	8°21'44"	S0° 07' 42"E	1391.10
C7	740.77	9540.00	4°26'56"	N2° 05' 05"W	740.58
C8	651.57	9540.00	3°54'48"	N2° 05' 47"E	651.44
C9	454.63	1090.00	23°53'51"	S16° 00' 06"W	451.34
C10	168.74	1090.00	8°52'11"	N8° 29' 16"E	168.57
C11	285.89	1090.00	15°01'40"	N20° 26' 12"E	285.07
C12	46.96	5690.00	0°28'22"	S67° 51' 09"E	46.96
C13	247.65	5690.00	2°29'37"	S66° 22' 09"E	247.63
C14	247.82	5680.00	2°29'59"	N60° 52' 21"W	247.80
C15	10.47	5690.00	0°06'20"	N59° 04' 12"W	10.47
C16	565.87	5690.00	5°41'53"	S56° 10' 05"E	565.64
C17	435.08	1774.22	14°03'01"	N16° 32' 54"E	433.99
C18	207.42	5680.00	2°05'32"	S60° 40' 08"E	207.41
C19	40.40	5680.00	0°24'27"	S61° 55' 07"E	40.40
C20	49.46	30.00	94°27'08"	S18° 47' 04"E	44.04
C21	294.60	5690.00	2°58'00"	N66° 36' 20"W	294.57
C22	77.47	341.00	13°01'00"	S21° 56' 00"W	77.30
C23	10.47	5690.00	0°06'20"	S59° 04' 12"E	10.47
C24	565.87	5690.00	5°41'53"	S56° 10' 05"E	565.64
C25	80.07	127.00	36°07'24"	S81° 52' 54"W	78.75
C26	31.13	233.00	7°39'14"	S19° 15' 07"W	31.10
C27	41.00	531.64	4°25'09"	S88° 53' 40"W	40.99
C28	16.74	53.00	18°05'50"	S32° 07' 39"W	16.67
C29	33.02	43.00	43°59'50"	S63° 10' 28"W	32.21

LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	150.00	S0° 29' 16"W
L2	105.00	N89° 14' 37"E
L3	79.99	S0° 29' 16"W
L4	20.03	N89° 14' 37"E
L5	229.94	N0° 27' 52"E
L6	125.03	N89° 14' 37"E
L7	58.44	S8° 13' 19"E
L8	128.24	S66° 00' 37"E
L9	98.91	N89° 14' 37"E
L10	211.32	N87° 56' 53"E
L11	79.68	N4° 48' 01"E
L12	101.12	S53° 13' 09"E
L13	70.08	S66° 00' 37"E
L14	231.11	N28° 26' 30"E
L15	50.61	S70° 46' 11"E
L16	1.80	N0° 22' 35"E
L17	276.58	N88° 25' 48"E
L18	98.91	N89° 14' 37"E
L19	211.32	N87° 56' 53"E
L20	167.97	S68° 05' 20"E

LINE TABLE		
LINE #	LENGTH	DIRECTION
L21	101.12	S53° 13' 09"E
L22	131.96	S66° 00' 37"E
L23	66.36	S66° 00' 37"E
L24	50.61	N70° 46' 11"W
L25	280.89	S89° 14' 37"W
L26	181.98	S89° 14' 37"W
L27	140.55	S28° 26' 30"W
L28	77.90	S15° 25' 30"W
L29	38.23	S23° 04' 44"W
L30	32.82	S41° 10' 33"W
L31	66.34	S85° 10' 23"W
L32	61.27	N80° 03' 24"W
L33	647.47	N0° 29' 20"E
L34	12.19	S68° 05' 20"E
L35	155.77	S68° 05' 20"E



AUDITOR'S CERTIFICATE

FILED FOR RECORD THIS ____DAY OF _____ ,
20____, AT _____ MINUTES PAST _____M. RECORDS OF
THE _____ COUNTY AUDITOR, _____, WASHINGTON.
RECORDING NUMBER _____ .

COUNTY AUDITOR

FEE

BY

DWN. BY	DATE
TD	9/7/22
CHKD. BY	JOB NO.
JB	2210404



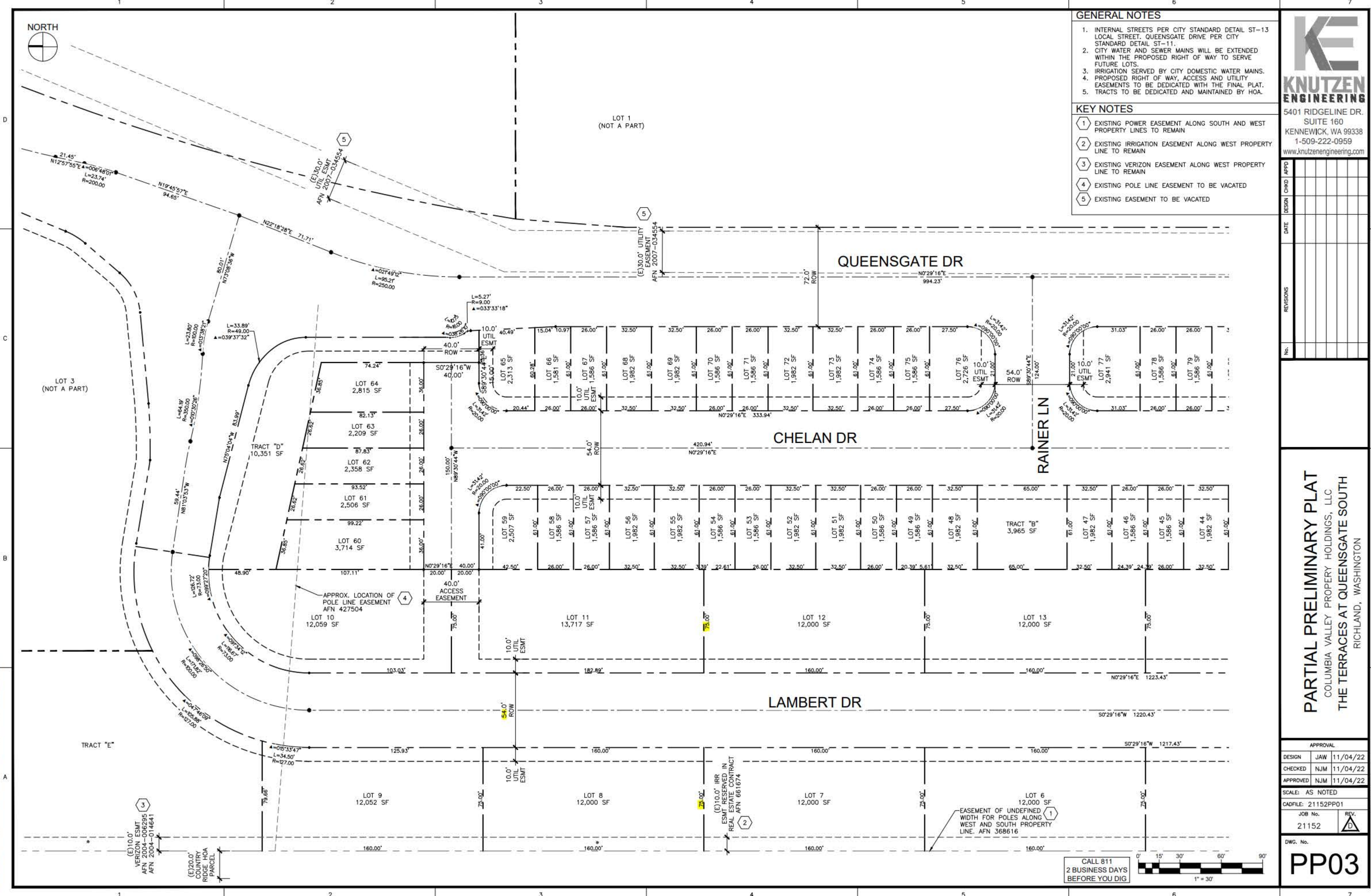
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5804 Road 90, Suite H Pasco, WA 99301
509.380.5883 TEL 253.383.2572 FAX www.ahbl.com WEB



Exhibit 7

PUD2022-101 Map




401 RIDGELINE DR.
SUITE 160
KENNEWICK, WA 99338
1-509-222-0959
www.knutzenengineering.com

[illegible]

PARTIAL PRELIMINARY PLAT
COLUMBIA VALLEY PROPERTY HOLDINGS, LLC
THE TERRACES AT QUEENSGATE SOUTH
RICHLAND, WASHINGTON

APPROVAL		
DESIGN	JAW	11/04/22
CHECKED	NJM	11/04/22
APPROVED	NJM	11/04/22

SCALE: AS NOTED
ADFILE: 21152PP01

JOB No. 21152	REV. 
------------------	---

DWG. No.

PP03



Exhibit 8

Public Notice and Affidavits



CITY OF RICHLAND NOTICE OF APPLICATION, PUBLIC HEARING (Z2023-106)

Notice is hereby given that Aqtera Engineering, has filed a change of zoning application to rezone approximately 4.7 acres near the intersection of Keene Road and Queensgate Drive from Agricultural (AG) and Suburban Agricultural (SAG) to Retail Commercial (C-2). This change of zoning is intended to implement the Comprehensive Plan and Property Use and Development Agreement Ord. 2022-03. The project site is currently vacant and located south of Keene Road and west of Queensgate Drive (APN 1-22983000002005).

A public hearing on the proposed site plan review will be held before the Hearing Examiner on Monday, June 12, 2023 at 6:00 PM within the City Council Chambers located at 625 Swift Blvd. All interested parties are invited to attend and present testimony at the public hearing or via Zoom by visiting the City's website: www.ci.richland.wa.us.

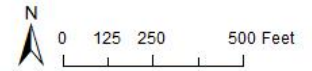
Environmental Review: The proposal is not subject to environmental review according to WAC 197-11-904.

Public Comment: Any person desiring to express their views or to be notified of any decision pertaining to this application should notify Kyle Hendricks, Planner, 625 Swift Boulevard, MS-35, Richland, WA 99352. Comments may be emailed to khendricks@ci.richland.wa.us. Written comments should be received no later than 5:00 p.m. on Friday, June 2nd, 2023, to be incorporated into the staff report. Comments received after that date will be entered into the record at the hearing. Written comment will not be accepted after 6 p.m. on Sunday, June 11th, 2023; however verbal comments may be presented during the public hearing

Appeal: The application will be reviewed in accordance with the regulations in RMC Title 19 Development Regulations Administration and Title 23 Zoning. Appeal procedures of decisions related to the above referenced application are set forth in RMC Chapter 19.70. Contact the Richland Planning Division at the above referenced address with questions related to the available appeal process.

Vicinity Map

Item: 2155 Keene Rd
Applicant: Peter Harpster
File #: Z2023-106

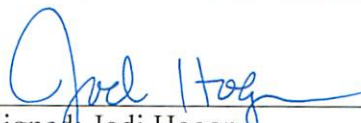


AFFIDAVIT OF MAILING

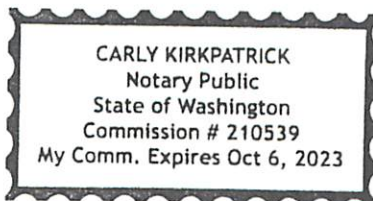
STATE OF WASHINGTON)
) ss.
COUNTY OF BENTON)

COMES NOW, Jodi Hogan, who, being first duly sworn upon oath deposes and says:

1. I am an employee in the Planning Division of the Development Services Department for the City of Richland.
2. On the 18th day of May, 2023, I mailed a copy of the attached NOTICE OF PUBLIC HEARING (Z2023-106 2155 Keene Rd) to the attached list of individuals via regular USPS on the date indicated above. The Richland Planning Commission will conduct a public hearing and review of the application on June 12, 2023.


Signed: Jodi Hogan

SIGNED AND SWORN to before me this 18th day of May, 2023 by Jodi Hogan.




Notary Public in and for the State of Washington,


Print Name

Residing at Benton County

My appointment expires: Oct. 6, 2023

AFFIDAVIT OF POSTING

STATE OF WASHINGTON)
) ss.
COUNTY OF BENTON)

COMES NOW, **Kyle Hendricks**, who, being first duly sworn upon oath deposes and says:

1. I am an employee in the Planning Division of the Development Services Department for the City of Richland.

2. On the 18th day of May, 2023, I posted the attached NOTICE OF PUBLIC HEARING, File Number Z2023-106 (2155 Keene Road Rezone) in the following location:

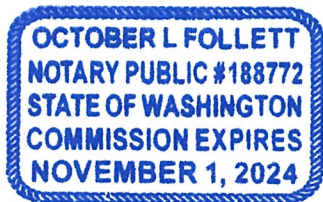
On the southwest side of the intersection at Keene Road and Queensgate Drive, near the south western crosswalk ramp (parcel # 1-22983000003004), Richland WA


Signed: Kyle Hendricks

SIGNED AND SWORN to before me this 18th day of May, 2023, by Kyle Hendricks.


Signature of Notary

October L. Follett
Printed Name



Notary Public in and for the State of Washington,

Residing in Benton County

My appointment expires: 11-1-2024



Beaufort Gazette
Belleville News-Democrat
Bellingham Herald
Bradenton Herald
Centre Daily Times
Charlotte Observer
Columbus Ledger-Enquirer
Fresno Bee

The Herald - Rock Hill
Herald Sun - Durham
Idaho Statesman
Island Packet
Kansas City Star
Lexington Herald-Leader
Merced Sun-Star
Miami Herald

el Nuevo Herald - Miami
Modesto Bee
Raleigh News & Observer
The Olympian
Sacramento Bee
Fort Worth Star-Telegram
The State - Columbia
Sun Herald - Biloxi

Sun News - Myrtle Beach
The News Tribune Tacoma
The Telegraph - Macon
San Luis Obispo Tribune
Tri-City Herald
Wichita Eagle

AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Amount	Cols	Depth
36823	424274	Print Legal Ad-IPL01238790 - IPL0123879	HE PHN Z2023-106	\$158.31	1	54 L

Attention: Jennifer Anderson

CITY OF RICHLAND/LEGALS
625 SWIFT BLVD. MS-05
RICHLAND, WA 99352

purchasing@ci.richland.wa.us

CITY OF RICHLAND NOTICE OF APPLICATION AND PUBLIC HEARING

Notice is hereby given that Aqtera Engineering has filed a change of zoning application to rezone approximately 4.7 acres near the intersection of Keene Road and Queensgate Drive from Agricultural (AG) and Suburban Agricultural (SAG) to Retail Commercial (C-2). This change of zoning is intended to implement the Comprehensive Plan and Property Use and Development Agreement, Ordinance No. 2022-03. The project site is currently vacant and located south of Keene Road and west of Queensgate Drive (APN 1-22983000002005).

The Richland Hearing Examiner will conduct a public hearing on the proposed rezoning on **Monday, June 12, 2023 at 6:00 p.m.** in the Richland City Council Chambers, 625 Swift Boulevard. All interested parties are invited to attend and present testimony at the public hearing or visit the City of Richland's website at www.ci.richland.wa and join via Zoom. Environmental Review: The proposal is not subject to environmental review according to WAC 197-11-904.

Any person desiring to express their views or be notified of any decision pertaining to this application should notify Kyle Hendricks, Planner, 625 Swift Boulevard, MS-35, Richland, WA 99352. Comments may be emailed to khendricks@ci.richland.wa.us. Written comments should be received no later than 5:00 p.m. on Friday, June 2, 2023, to be incorporated into the staff report. Comments received after that date will be entered into the record at the hearing. Written comments will not be accepted after 6:00 p.m. on Sunday, June 11, 2023; however, verbal comments may be presented during the public hearing.
Date Published: Sunday, May 28, 2023
IPL0123879
May 28 2023

COUNTY OF BENTON)

SS

STATE OF WASHINGTON)

Stefani Beard, being duly sworn, deposes and says, I am the Legals Clerk of The Tri-City Herald, a daily newspaper. That said newspaper is a local newspaper and has been approved as a legal newspaper by order of the superior court in the county in which it is published and it is now and has been for more than six months prior to the date of the publications hereinafter referred to, published continually as a daily newspaper in Benton County, Washington. That the attached is a true copy as it was printed in the regular and entire issue of the Tri-City Herald and not in a supplement thereof, ran 1 time (s) commencing on 05/28/2023, and ending on 05/28/2023 and that said newspaper was regularly distributed to its subscribers during all of this period.

1 insertion(s) published on:

05/28/23

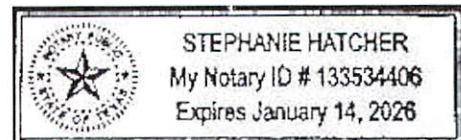
Stefani Beard

(Signature of Legals Clerk)

Sworn to and subscribed before me this 30th day of May in the year of 2023

Stephanie Hatcher

Notary Public in and for the state of Texas, residing in Dallas County



Extra charge for lost or duplicate affidavits.
Legal document please do not destroy!



Exhibit 9

Agency Comments

MEMORANDUM***PUBLIC WORKS
CIVIL AND UTILITY ENGINEERING***

TO: KYLE HENDRICKS – PLANNER

FROM: JASON REATHAFORD – PUBLIC WORKS, ENGINEERING TECH 4
JOHN WHITTIER – CIVIL ENGINEER 1

DATE: June 2nd, 2023

SUBJECT: RE-ZONE APPLICATION #Z2023-106 – 2155 KEENE RD

Kyle,

Public Works has reviewed the submitted short plat application received on May 18th, 2023 and have the comments noted below.

1. Any parcel that elects to build prior to the completion of the *Terraces at Queensgate* project shall be required to complete the full buildout of the adjacent roadways and/or all associated frontage improvements along their parcel.
2. Note that the establishment of driveways for parcel 3 has been pre-approved for the *Terraces at Queensgate* project. Additional driveways will not be allowed at other driveway points along the parcel.
3. Any current conditions that apply to the *Terraces at Queensgate* project shall be applicable after the re-zoning application is approved.

If you have any questions, please let us know.

Thank you,
Jason x7742
John x7649



May 31, 2023

City of Richland
625 Swift Boulevard, MS-35
Richland, WA 99352

Attn: Kyle Hendricks, Planner khendricks@ci.richland.wa.us

Subject: Rezone Z2023-106, 2155 Keene Road

We have reviewed the Rezone Z2023-106, 2155 Keene Road and have the following comments.

- The proposed project is approximately 0.5 miles from I-182, Exit 3, that is a fully controlled limited access highway with a posted speed limit of 70 miles per hour.
- The proposed zoning on 4.2 acres from Suburban Agricultural (SAG) to Retail Commercial (C-2) may increase AADT using stated examples in the application such as automotive repair, car wash, fuel station, mini mart or truck stop.
- As specific developments are proposed, they will be subject to review for their impacts to the WSDOT system. Impacts that are determined to be significant will require mitigation, and it is anticipated that all costs will be borne by the development(s). Of particular concern are the project's peak hour trip generation and its impacts on ramp terminal capacity, safety, ingress and egress. This information is normally obtained through a Traffic Impact Analysis (TIA) performed by the developer prior to construction.

Thank you for the opportunity to review and comment on this proposal. If you have any questions regarding our comments, please contact Mark Reynolds at (509) 577-1929.

Sincerely,

Paul Gonseth, P.E.
Planning Engineer

PG:mrr

cc: Area 3 Maintenance Supervisor



State of Washington
Department of Fish and Wildlife
2620 North Commercial Avenue, Pasco, WA 99301
Phone: (509) 312-8117, E-mail: Troy.Maikis@dfw.wa.gov

May 30, 2023

Kyle Hendricks
City of Richland Planning Division
625 Swift Blvd., MS-35
Richland, WA 99352
(509) 942-7683

Re: Z2023-106 - 2155 Keene Rd Rezone

The Washington Department of Fish and Wildlife (WDFW) has reviewed relevant maps and documents for the proposed rezone application for 2155 Keene Rd, Richland, WA (Z2023-106).

The proposed project covers 4.7 acres, of mostly annual grassland along with occasional young trees that have begun to grow since the site was last graded. These trees have the potential to provide nesting habitat for songbirds. Many birds local to our area as well as active nests are protected under the Migratory Bird Treaty Act as well as being listed as “protected wildlife” under RCW 77.12.020(3). As such, we offer the following recommendations to help Richland minimize potential impacts to nesting songbirds that may occur as a result of this action or subsequent associated actions.

WDFW recommends any grading or vegetation removal occur outside the nesting season (February 1- July 31) and that a nesting bird survey (including raptors) be conducted within 1 week prior to the start of activities on the site as well as prior to each portion of the project that occurs following a break in activity between February 1 and July 31. If a nest becomes active during construction or is observed to be active during the survey, please contact Troy Maikis at troy.maikis@dfw.wa.gov or (509) 312-8117 to identify if any additional measures may be appropriate. WDFW also recommends that work on the site begin outside of the February 1 – July 31 timing window, as any birds that move into an area with pre-existing construction noise and activities are often more acclimated to the noise and therefore less likely to experience disturbance due to construction.

WDFW looks forward to working with The City of Richland on this project to ensure the best outcome for the county, its residents, and our local wildlife.

Sincerely,

Troy Maikis

Area Habitat Biologist; Benton and Franklin Counties
Washington Department of Fish & Wildlife
2620 Commercial Ave, Pasco, WA 99301
(509) 312-8117 Troy.Maikis@dfw.wa.gov

cc: Elizabeth Torrey, WDFW Assistant Habitat Program Manager, Region 3, Ellensburg

Hendricks, Kyle

From: WSDOT Aviation Land Use Inquiries and Application Submittals
<AviationLandUse@WSDOT.WA.GOV>
Sent: Monday, May 22, 2023 2:40 PM
To: Hendricks, Kyle
Subject: RE: [EXTERNAL] Z2023-106 - 2155 Keene Rd Rezone

[EXTERNAL EMAIL] Exercise caution before clicking links or opening attachments.

M Hendricks,

WSDOT Aviation Division reviewed this proposal on 5/22/2023. We have no concerns or comments.

Cheers,

David Ison, PhD | Aviation Planner
Airport Land Use Compatibility & Emerging Aviation Technologies
Washington State Department of Transportation
isond@wsdot.wa.gov C: 360-890-5258

From: Hendricks, Kyle <khendricks@ci.richland.wa.us>
Sent: Thursday, May 18, 2023 9:44 AM
To: Acevedo, Mizael <macevedo@CI.RICHLAND.WA.US>; Anderson, Ryan (ECY) <rand461@ecy.wa.gov>; AshleyMorton@ctuir.org; bmidmanager@badgermountainirrigation.com; Michelle.Cooke@co.benton.wa.us; Benton County - Segregations <Segregations@co.benton.wa.us>; osp@noanet.net; engservice@bentonpud.org; bbarlow@bft.org; Buechler, Ken <KBuechler@CI.RICHLAND.WA.US>; carrie.thompson@bnsf.com; Casey_Barney@Yakama.com; catherinedickson@ctuir.org; clark.posey@co.benton.wa.us; Corrine_Camuso@Yakama.com; Hamilton, Craig <C.Hamilton@bces.wa.gov>; sepa@dahp.wa.gov; DAlessandro, Carlo <cdalessandro@CI.RICHLAND.WA.US>; darrick@basindisposal.com; david@portofbenton.com; Davis, Deanna <d.davis@bces.wa.gov>; dxrogers@bpa.gov; Deskins, John <jdeskins@CI.RICHLAND.WA.US>; emendenhall@westrichland.org; FormerOrchards@ecy.wa.gov; gary.graff@ecy.wa.gov; gis@co.benton.wa.us; greg.wendt@co.benton.wa.us; Hester, Laura <lhester@CI.RICHLAND.WA.US>; Hill, Kelly <khill@CI.RICHLAND.WA.US>; Hogan, Jodi <jhogan@CI.RICHLAND.WA.US>; jmcshane@kid.org; Jessica_Lally@Yakama.com; john.lyle@bentoncleanair.org; Jordon, Joshua <jojordon@CI.RICHLAND.WA.US>; jecottrell@bpa.gov; junior.campos@charter.com; katherine.cichy@ziply.com; Cooper, Kelly (DOH) <Kelly.Cooper@DOH.WA.GOV>; kevin.knodel@rsd.edu; KSliger@bft.org; development@kid.org; webmaster@kid.org; mjdeklyne@bpa.gov; map@bces.wa.gov; Mattheus, Pamela <pmattheus@CI.RICHLAND.WA.US>; michael.tovey@ziply.com; langn@bentonpud.org; noah.lee@bentoncleanair.org; Noah_Oliver@Yakama.com; Orr, Bruce <borr@CI.RICHLAND.WA.US>; Gonseth, Paul <GonsetP@wsdot.wa.gov>; QWright@portofbenton.com; ReathaFord, Jason <JReathaFord@CI.RICHLAND.WA.US>; reviewteam@commerce.wa.gov; richard.krasner@rsd.edu; USPS Richland Postmaster <99352RichlandWA-Postmaster@usps.gov>; robin.priddy@bentoncleanair.org; Schiessl, Joe <JSchiessl@CI.RICHLAND.WA.US>; seand@bfhd.wa.gov; sepacenter@dnr.wa.gov; separegister@ecy.wa.gov; sepaunit@ecy.wa.gov; SDefoe@kid.org; WSDOT SC Planning Mailbox <SCPlanning@WSDOT.WA.GOV>; Tyutyunnik, Ruvim <rtyutyunnik@CI.RICHLAND.WA.US>; rittemwr@dfw.wa.gov; R3Planning@dfw.wa.gov; Westphal, Nichole <nwestphal@ci.richland.wa.us>; Whittier, John <jwhittier@CI.RICHLAND.WA.US>; Simpson, William (COM) <william.simpson@commerce.wa.gov>; WSDOT Aviation Land Use Inquiries and Application Submittals

<AviationLandUse@WSDOT.WA.GOV>

Subject: [EXTERNAL] Z2023-106 - 2155 Keene Rd Rezone

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Please review and reply with any questions or comments by end of day Friday June 2nd, 2023.

Thank you,



Kyle Hendricks

Planner

625 Swift Blvd., MS-35 | Richland, WA 99352

(509) 942-7683

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Hendricks, Kyle

From: Chris Sittman <CSittman@kid.org>
Sent: Wednesday, May 24, 2023 8:22 AM
To: Hendricks, Kyle
Subject: RE: Z2023-106 - 2155 Keene Rd Rezone

[EXTERNAL EMAIL] Exercise caution before clicking links or opening attachments.

KID has no comments regarding this matter.

Sincerely,

Chris D. Sittman
Engineering Dept./CAD Specialist
Kennewick Irrigation District
2015 S. Ely St.
Kennewick, WA 99337
Desk: 509-460-5435
Cell: 509-873-1123

From: Hendricks, Kyle <khendricks@ci.richland.wa.us>
Sent: Thursday, May 18, 2023 9:44 AM
To: Acevedo, Mizaël <macevedo@CI.RICHLAND.WA.US>; rand461@ECY.WA.GOV; AshleyMorton@ctuir.org; bmidmanager@badgermountainirrigation.com; Michelle.Cooke@co.benton.wa.us; Benton County - Segregations <Segregations@co.benton.wa.us>; osp@noanet.net; engservice@bentonpud.org; bbarlow@bft.org; Buechler, Ken <KBuechler@CI.RICHLAND.WA.US>; carrie.thompson@bnsf.com; Casey_Barney@Yakama.com; catherinedickson@ctuir.org; clark.posey@co.benton.wa.us; Corrine_Camuso@Yakama.com; Hamilton, Craig <C.Hamilton@bces.wa.gov>; sepa@dahp.wa.gov; DAlessandro, Carlo <cdalessandro@CI.RICHLAND.WA.US>; darrick@basindisposal.com; david@portofbenton.com; Davis, Deanna <d.davis@bces.wa.gov>; dxrogers@bpa.gov; Deskins, John <jdeskins@CI.RICHLAND.WA.US>; emendenhall@westrichland.org; FormerOrchards@ecy.wa.gov; gary.graff@ecy.wa.gov; gis@co.benton.wa.us; greg.wendt@co.benton.wa.us; Hester, Laura <lhester@CI.RICHLAND.WA.US>; Hill, Kelly <khill@CI.RICHLAND.WA.US>; Hogan, Jodi <jhogan@CI.RICHLAND.WA.US>; Jason McShane <JMcShane@kid.org>; Jessica_Lally@Yakama.com; john.lyle@bentoncleanair.org; Jordon, Joshua <jojordon@CI.RICHLAND.WA.US>; jecottrell@bpa.gov; junior.campos@charter.com; katherine.cichy@ziply.com; kelly.cooper@doh.wa.gov; kevin.knodel@rsd.edu; KSliger@bft.org; Development <development@kid.org>; Matthew Berglund <MBerglund@kid.org>; mjdeklyne@bpa.gov; map@bces.wa.gov; Mattheus, Pamela <pmattheus@CI.RICHLAND.WA.US>; michael.tovey@ziply.com; langn@bentonpud.org; noah.lee@bentoncleanair.org; Noah_Oliver@Yakama.com; Orr, Bruce <borr@CI.RICHLAND.WA.US>; gonsetp@wsdot.wa.gov; QWright@portofbenton.com; Reathafor, Jason <JReathafor@CI.RICHLAND.WA.US>; reviewteam@commerce.wa.gov; richard.krasner@rsd.edu; USPS Richland Postmaster <99352RichlandWA-Postmaster@usps.gov>; robin.priddy@bentoncleanair.org; Schiessl, Joe <JSchiessl@CI.RICHLAND.WA.US>; seand@bfhd.wa.gov; sepacenter@dnr.wa.gov; separegister@ecy.wa.gov; sepaunit@ecy.wa.gov; Seth Defoe <SDefoe@kid.org>; scplanning@wsdot.wa.gov; Tyutyunnik, Ruvim <rtutyunnik@CI.RICHLAND.WA.US>; rittermwr@dfw.wa.gov; R3Planning@dfw.wa.gov; Westphal, Nichole <nwestphal@ci.richland.wa.us>; Whittier, John <jwhittier@CI.RICHLAND.WA.US>; william.simpson@commerce.wa.gov; WSDOT Aviation Land Use Inquiries and

Application Submittals <AviationLandUse@wsdot.wa.gov>

Subject: Z2023-106 - 2155 Keene Rd Rezone

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Hello,

Attached is the referral packet for a rezone application at 2155 Keene Rd, near the intersection of Queensgate Dr. The application is to change the zoning from Agriculture (AG) and Suburban Agriculture (SAG) to General Commercial (C-2). This change is intended to implement the Comprehensive Plan and Property use agreement Ordinance 2022-03. This application is not subject to environmental review. Previously, a comprehensive plan amendment was filed in 2022 in regard to contract 92-10 which guided development of the surrounding land.

Please review and reply with any questions or comments by end of day Friday June 2nd, 2023.

Thank you,



Kyle Hendricks

Planner

625 Swift Blvd., MS-35 | Richland, WA 99352

(509) 942-7683

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Hendricks, Kyle

From: Rodgers, Deborah (CONTR) - TERR-TRI CITIES RMHQ <dxrodgers@bpa.gov>
Sent: Friday, June 2, 2023 7:04 AM
To: Hendricks, Kyle
Cc: Cummings, Nicole M (BPA) - TERR-TRI CITIES RMHQ
Subject: RE: [EXTERNAL] Z2023-106 - 2155 Keene Rd Rezone

[EXTERNAL EMAIL] Exercise caution before clicking links or opening attachments.

Kyle,

Bonneville Power Administration's (BPA) has had the opportunity to review Z2023-106 - 2155 Keene Rd Rezone. The application is to change the zoning from Agriculture (AG) and Suburban Agriculture (SAG) to General Commercial (C-2).

In researching our records, we have found that this proposal will not directly impact BPA facilities approximately 1650 feet west of the subject property. BPA does not have any objections to the approval of this request at this time.

If you have any questions or need additional information, please feel free to contact Nicole Cummings at (509) 542-5499 or by email at nmcummings@bpa.gov.

Thank you for the opportunity to review this application.



Deborah Rodgers

Realty Technician Contractor
2211 North Commercial Avenue, Pasco, WA 99301
Bonneville Power Administration | TERR/Tri-Cities-RMHQ
Real Property Field Services | P 509.544.4749
dxrodgers@bpa.gov

From: Hendricks, Kyle <khendricks@ci.richland.wa.us>
Sent: Thursday, May 18, 2023 9:44 AM
To: Acevedo, Mizaël <macevedo@CI.RICHLAND.WA.US>; rand461@ECY.WA.GOV; AshleyMorton@ctuir.org; bmidmanager@badgermountainirrigation.com; Michelle.Cooke@co.benton.wa.us; Benton County - Segregations <Segregations@co.benton.wa.us>; osp@noanet.net; engservice@bentonpud.org; bbarlow@bft.org; Buechler, Ken <KBuechler@CI.RICHLAND.WA.US>; carrie.thompson@bnsf.com; Casey_Barney@Yakama.com; catherinedickson@ctuir.org; clark.posey@co.benton.wa.us; Corrine_Camuso@Yakama.com; Hamilton, Craig <C.Hamilton@bces.wa.gov>; sepa@dahp.wa.gov; DAlessandro, Carlo <cdalessandro@CI.RICHLAND.WA.US>; darrick@basindisposal.com; david@portofbenton.com; Davis, Deanna <d.davis@bces.wa.gov>; Rodgers, Deborah (CONTR) - TERR-TRI CITIES RMHQ <dxrodgers@bpa.gov>; Deskins, John <jdeskins@CI.RICHLAND.WA.US>; emendenhall@westrichland.org; FormerOrchards@ecy.wa.gov; gary.graff@ecy.wa.gov; gis@co.benton.wa.us; greg.wendt@co.benton.wa.us; Hester, Laura <lhester@CI.RICHLAND.WA.US>; Hill, Kelly <khill@CI.RICHLAND.WA.US>; Hogan, Jodi <jhogan@CI.RICHLAND.WA.US>; jmcshane@kid.org; Jessica_Lally@Yakama.com; john.lyle@bentoncleanair.org; Jordon, Joshua <jojordon@CI.RICHLAND.WA.US>; jecottrell@bpa.gov; junior.campos@charter.com; katherine.cichy@ziply.com; kelly.cooper@doh.wa.gov; kevin.knodel@rsd.edu; KSliger@bft.org; development@kid.org; webmaster@kid.org; mjdeklyne@bpa.gov; map@bces.wa.gov; Mattheus, Pamela <pmattheus@CI.RICHLAND.WA.US>; michael.tovey@ziply.com; langn@bentonpud.org;

noah.lee@bentoncleanair.org; Noah_Oliver@Yakama.com; Orr, Bruce <borr@CI.RICHLAND.WA.US>; gonsetp@wsdot.wa.gov; QWright@portofbenton.com; Reathaford, Jason <JReathaford@CI.RICHLAND.WA.US>; reviewteam@commerce.wa.gov; richard.krasner@rsd.edu; USPS Richland Postmaster <99352RichlandWA-Postmaster@usps.gov>; robin.priddy@bentoncleanair.org; Schiessl, Joe <JSchiessl@CI.RICHLAND.WA.US>; seand@bfhd.wa.gov; sepacenter@dnr.wa.gov; separegister@ecy.wa.gov; sepaunit@ecy.wa.gov; SDefoe@kid.org; scplanning@wsdot.wa.gov; Tyutyunnik, Ruvim <rtutyunnik@CI.RICHLAND.WA.US>; rittemwr@dfw.wa.gov; R3Planning@dfw.wa.gov; Westphal, Nichole <nwestphal@ci.richland.wa.us>; Whittier, John <jwhittier@CI.RICHLAND.WA.US>; william.simpson@commerce.wa.gov; WSDOT Aviation Land Use Inquiries and Application Submittals <AviationLandUse@wsdot.wa.gov>

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Please review and reply with any questions or comments by end of day Friday June 2nd, 2023.

Thank you,



Kyle Hendricks

Planner

625 Swift Blvd., MS-35 | Richland, WA 99352

(509) 942-7683

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Thank you,

Katherine Cichy
OSP Engineer
509-410-5035
Katherine.cichy@ziply.com



From: Hendricks, Kyle <khendricks@ci.richland.wa.us>

Sent: Thursday, May 18, 2023 9:44 AM

To: Acevedo, Mizael <macevedo@CI.RICHLAND.WA.US>; rand461@ECY.WA.GOV; AshleyMorton@ctuir.org; bmidmanager@badgermountainirrigation.com; Michelle.Cooke@co.benton.wa.us; Benton County - Segregations <Segregations@co.benton.wa.us>; osp@noanet.net; engservice@bentonpud.org; bbarlow@bft.org; Buechler, Ken <KBuechler@CI.RICHLAND.WA.US>; carrie.thompson@bnsf.com; Casey_Barney@Yakama.com; catherinedickson@ctuir.org; clark.posey@co.benton.wa.us; Corrine_Camuso@Yakama.com; Hamilton, Craig <C.Hamilton@bces.wa.gov>; sepa@dahp.wa.gov; DAlessandro, Carlo <cdalessandro@CI.RICHLAND.WA.US>; darrick@basindisposal.com; david@portofbenton.com; Davis, Deanna <d.davis@bces.wa.gov>; dxroddgers@bpa.gov; Deskins, John <jdeskins@CI.RICHLAND.WA.US>; emendenhall@westrichland.org; FormerOrchards@ecy.wa.gov; gary.graff@ecy.wa.gov; gis@co.benton.wa.us; greg.wendt@co.benton.wa.us; Hester, Laura <lhester@CI.RICHLAND.WA.US>; Hill, Kelly <khill@CI.RICHLAND.WA.US>; Hogan, Jodi <jhogan@CI.RICHLAND.WA.US>; jmcshane@kid.org; Jessica_Lally@Yakama.com; john.lyle@bentoncleanair.org; Jordon, Joshua <jojordon@CI.RICHLAND.WA.US>; jecottrell@bpa.gov; junior.campos@charter.com; Cichy, Katherine <katherine.cichy@ziply.com>; kelly.cooper@doh.wa.gov; kevin.knodel@rsd.edu; KSliger@bft.org; development@kid.org; webmaster@kid.org; mjdeklyne@bpa.gov; map@bces.wa.gov; Mattheus, Pamela <pmattheus@CI.RICHLAND.WA.US>; Tovey, Michael <michael.tovey@ziply.com>; langn@bentonpud.org; noah.lee@bentoncleanair.org; Noah_Oliver@Yakama.com; Orr, Bruce <borr@CI.RICHLAND.WA.US>; gonsetp@wsdot.wa.gov; QWright@portofbenton.com; ReathaFord, Jason <JReathaFord@CI.RICHLAND.WA.US>; reviewteam@commerce.wa.gov; richard.krasner@rsd.edu; USPS Richland Postmaster <99352RichlandWA-Postmaster@usps.gov>; robin.priddy@bentoncleanair.org; Schiessl, Joe <JSchiessl@CI.RICHLAND.WA.US>; seand@bfhd.wa.gov; sepacenter@dnr.wa.gov; separegister@ecy.wa.gov; sepaunit@ecy.wa.gov; SDefoe@kid.org; scplanning@wsdot.wa.gov; Tyutyunnik, Ruvim <rtyutyunnik@CI.RICHLAND.WA.US>; rittemwr@dfw.wa.gov; R3Planning@dfw.wa.gov; Westphal, Nichole <nwestphal@ci.richland.wa.us>; Whittier, John <jwhittier@CI.RICHLAND.WA.US>; william.simpson@commerce.wa.gov; WSDOT Aviation Land Use Inquiries and Application Submittals <AviationLandUse@wsdot.wa.gov>

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Thank you,



Kyle Hendricks

Planner

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Exhibit 10

Public Comments

Country Ridge Home Owners Association
PO Box 844, Richland, WA 99352



June 1, 2023

Kyle Hendricks, Planner
City of Richland
625 Swift Boulevard, MS #35
Richland, WA 99352

sent via email only: khendricks@ci.richland.wa.us

RE: The Terraces at Queensgate South
Hearing Date: June 12, 2023

Dear Mr. Hendricks,

Please accept this letter as Country Ridge HOA's formal objection to the application to rezone the approximately 4.7-acre parcel near the intersection of Keene Road and Queensgate Drive (APN 1-22983000002005) to Commercial C-2, as submitted by Aqterra Engineering on behalf of Columbia Valley Property Holdings, LLC's, (hereinafter "The Developer").

By way of background, in August 2010, Country Ridge Homeowners Association, The City of Richland, and the Developer's predecessors in interest entered into a Settlement Agreement recorded under Benton County Auditor's No. 2010-024274 that attached to and ran with land. Also, in August 2010 a Development Agreement was entered into by the City of Richland and the Developer's predecessors in interest, recorded under Benton County Auditor's No. 2010-024273, city contract No. 92-10. In 2022, said Development Agreement was amended under City Ordinance No. 2022-03. Finally, in February 2023 the City Hearing Examiner, Gary McLean, recommended the City Council approve The Terraces at Queensgate South Preliminary PUD including development of Phase 1, near the border of the Country Ridge HOA.

Country Ridge HOA objects to the Developer's request to rezone a 4.7-acre parcel, known as APN 1-22983000002005, to the extent that said rezoning encroaches upon the residential buffer required by the Settlement Agreement and Amended Development Agreement. Said Agreements mandate that a residential buffer consisting of two tiers of single-family residential lots separated by a road corridor be placed along the entire eastern boundary of Country Ridge HOA. Country Ridge HOA views this buffer to be a minimum of 234', based on city zoning requirements and developer lot dimensions.

Country Ridge HOA entered into voluntary conditions upon the Developer's application for approval of the PUD and Phase 1 of the development whereunder said residential buffer along the southern portion of the eastern boundary of our HOA would contain two rows of R-1-12 zoned houses and a road corridor, and the total width of the buffer would be 204'. Country Ridge HOA agreed to the reduction to 204' largely in exchange for the Developer's agreement that the homes to be constructed would not exceed one story. The Developer is now calling for a further reduction of our required residential buffer width along the northern portion of the development under the guise that stormwater drainage ponds give Country Ridge HOA an even better buffer. We disagree.

Open space or stormwater drainage ponds are not a requisite substitute for the distance two tiers of residential homes would provide the HOA. Furthermore, the approach violates the Settlement Agreement and Section



10(g) and 10(h) of the Amended Development Agreement that clearly requires a residential buffer. Pursuant to Section 10(g) "Zoning for the portion of the Site designated as Commercial may be C-1, C-2 or C-LB or may be part of a Planned Unit Development". The Developer here is clearly requesting that a portion of the site that is currently designated as Low Density Residential be rezoned to C-2 in violation of the Development Agreement and Comprehensive Plan. Also, 10(h) of the Amended Development agreement requires that "development proposals within the portions of the Site designated as Commercial shall not be approved unless they are determined to be substantially consistent with the design standards set forth in Exhibit B, which depicts the low-density residential zoning along Country Ridge HOA's entire eastern boundary as the residential buffer.

Our position is that two tiers of residential lots with a road corridor cannot feasibly be less than 204' and said distance should be the minimum distance between Country Ridge HOA and any future commercial development. Therefore, no commercial zoning should exist within 204' of Country Ridge HOA's eastern boundary. It would be inconsistent with the prior Agreements and the City's Comprehensive Plan to rezone the entirety of the 4.7-acre lot to the extent that it encroaches on the required 204' residential buffer adjacent to eastern boundary of the Country Ridge HOA. Further, Figure 3 on page 5 of 54 of the developer's rezoning application depicts the Developer's request that a portion of the Proposed Zone Change Area impacts the required low density residential portion of the city's Comprehensive Plan Land Use Map. Said drawing is incorporated into the Settlement Agreement and Development Agreement. The examiner should deny said rezoning request within the required low density residential portion of the map.

To reiterate, rezoning any portion of the required 204' residential buffer to C-2 or other commercial zoning is inappropriate and a violation of the Settlement Agreement and Development Agreement as amended. Country Ridge HOA respectfully requests that the Hearing Examiner deny the rezoning application to the extent that it changes any zoning to commercial within the 204' width of the required residential buffer along the eastern boundary of Country Ridge HOA.

Sincerely,

A handwritten signature in black ink, appearing to read "Max Schneider".

Max Schneider, President
Country Ridge HOA

June 2nd, 2023

Mr. Kyle Hendricks,

Planner,

625 Swift Boulevard, MS-35, Richland, WA 99352.

khendricks@ci.richland.wa.us

RE: Comments on Z2023-106 Zoning Change Request

Mr. Hendricks,

I am a resident of the Country Ridge neighborhood on the east side, my house is very near to the area where a zoning change request is submitted.

Unfortunately, this application is a deceiving tactic from the developer. The developer has just got approval for Phase I, and now they want to move forward with Phase II, without even starting in Phase I

What is the point in dividing the approval stages into several phases that are separated by few months. This is simply to mislead the public about the big picture and how this proposed development is in reality one single phase.

As I explained on my comments on Phase I, while the developer was seeking approval for Phase I of the development, and now the zone change for Phase II, it is almost impossible to separate Phase I from Phase II to understand how this development will impact current residences. As all south Richland residences nearby this new development, I will be negatively impacted by this Zone change for the following reasons:

Negative Impact Converting Quiet (country style life) South Richland neighborhoods into a noisy downtown style with very high density residential buildings and large scale commercial developments

- a. As described in the developer Phase I application, the three phases of this development will result in “*19 large single family lots, 260 townhome units, a grocery, pharmacy, four two story commercial buildings and a hotel*”, which will clearly negatively impact Quiet South Richland neighborhoods adjacent to this development converting it into a new downtown with associated noise, pollution, view blockage with large building blocks, traffic congestions, crime rate increase and consequently reduced property values. **This Zone change request is the starting point to put an end to south Richland neighborhoods as quit residential areas.**

- b. The main purpose for the requested zoning change is to pave the road for a large scale commercial development proposed by the developer that will convert the life of current residences into a nightmare similar to the commercial hub in Duportail Street with the daily traffic accidents, crowdedness, pollution and noise that by no means suitable for residential areas.
- c. There is no justification for such large scale commercial development given that there is already a commercial hub nearby that is far from residential areas with many land lots are still available for commercial development. In addition to city of Richland plans for more commercial areas out of Kennedy Road. **This zone change will result in the largest commercial development on this side of Keene Rd all the way from West Richland to Gage Blvd.**
- d. In Phase I application, the developer proposed Grocery and Pharmacy in the area where he is requesting the zoning change. This retail building will be almost in the backyard of the houses in the East side of Country Ridge neighborhood with daily truck loading and unloading, large volume of cars entering and leaving the large parking lot with significant amount of night light pollution with the associated privacy invasion that will make it impossible for the residences on this side to open any window or enjoy their backyard.
- e. There is no need for such stores in this area given that there 4 different grocery stores within few miles. There is no other place in the City of Richland where grocery stores are built in the middle of residential neighborhoods.
- f. Any commercial development should be a small scale residential friendly similar to Queensgate Village on the other side of the Keen Rd in front of this project. As such any zoning change should be rather into C-1 or C-LB, as it was agreed up on in the 2010 agreement. The amendment in Feb 2022 was unethical as the developer did not disclose their plans for large scale commercial development at this time.
- g. **Again, there is no any justification for this Zone change that will result in large scale commercial development in the middle of residential areas, this is very bad planning from the City of Richland planners, and they should rather think about a solution for the big commercial miss they have created in Duportail St, with daily car accidents.**

Negative Traffic Impact on Keens Rd/Queens Gate traffic light:

- a. The proposed zonal change to C-2, means large scale commercial development and that means heavy traffic entering and exiting, that will make the Keens Rd/Queens Gate traffic light which is already congested a daily traffic nightmare for south Richland residence, add on top of that the proposed 300 houses, 4 restaurants and 4 story hotel proposed on different phase of developments.
- b. With the proposed very high density residential townhomes and large scale commercial developments, it is very likely the proposed Roundabout at Queensgate extension will be congested and drivers will be looking for other short cuts, driving into the proposed Lambert Drive, into Lariat Lan, into lower Appaloosa way, into Saddle way. Residences in East Country Ridge will be double impacted with the Traffic in Lambert Drive near their backyard which will show up again in their front yard either on lower Appaloosa Way or Saddle way.
- c. The proposed roundabout is so near to Keen Rd, which will result in cars packing up in Keen Rd, trying to make a right turn into this new development with a congested Roundabout, consequently it will be more difficult for Country Ridge residence to make right turn from Country Ridge Rd into Keen Rd.
- d. This development will also negatively impact the families in the proposed 89 town homes in Phase 1, children and seniors living in these townhomes will have no place to play and walk in but the single street that all these 89 families are jammed in, and the heavy commercial traffic means these children and senior citizens can easily get struck by cars visiting this large scale commercial development as shown in Figure 1, **the question to the city planners is how many Citizens need to die or injured in car accidents to understand this is a bad planning to change zoning to C-2 in the middle of residential area.**



Figure 1, Subjecting Kids and senior citizens to heavy traffic dangerous from large scale commercial development as a result of C-2 zoning change

Violation of the August 24th, 2010 Settlement Agreement:

The proposed area for Zoning change violates the 2010 Settlement Agreement between City of Richland, Land Owners, Mr. Richard Foreman and Country Ridge Home Owner association as follows:

1) Violation of section 2.3:

Section 2.3 The Amendment shall include a buffer of property zoned R-1-12 - Single Family Residential adjacent to the Country Ridge property line. The buffer would provide for two tiers of single family residential lots separated by a road corridor, providing for an overall density not to exceed three (3) lots per acre (inclusive of such road corridor). These lots would meet all R-1-12 zoning standards, and such lots shall be laid out with their rear yards facing the Country Ridge property line;

It is clear that the area that developer is asking to change its Zoning into commercial is violating this term as show in Figure 1. The developer is trying to cut part of the buffer so they can develop their proposed grocery store.

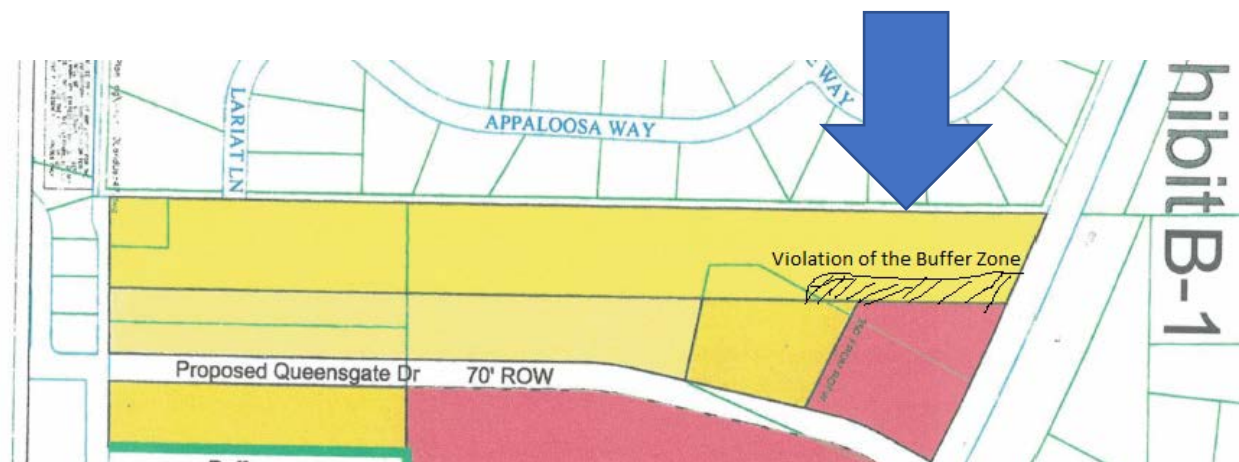


Figure 2, Violation of the buffer Zone requirements

2) Violation of areas classification:

The developers is proposing to change an area that is more than 3 acres, this violates section 2.2 that states:

“Commercial Property west of Queensgate :2.75 acres”

“Office : 2.93 acres”

Commercial development should be only within the allowed 2.75 acres

3)-Violation of Buffer requirements:

The proposed zone change should not be approved, until it is clear what is the proposed commercial development and what will be the buffer for residential area, otherwise it violates section 2.4/D that states:

The city will ensure the use of sight and sound buffers or transitions in zones non-combatable land use

Zoning change should be rejected until we have a full development plan including the buffer areas, and until Phase I is completed, so the residences of Phase I houses will have a say to share their concerns about this new commercial development

To the City of Richland Mayer, City Council, City Lawyer, City manger, I have the following:
Open Questions about City of Richland Planners Biased Position supporting this Developer

1-In the city council meeting on April 18th , the developer lawyer indicates that a leading staff in the developer team used to work in the planning department in the City of Richland.

As such, I am asking the city of Richland lawyer and the city examiner to audit all communications between the city planners and the developers to make sure that the city planners are not giving their former colleague any special treatments, insider information and/or hidden advices. I am also asking the City of Richland lawyer to fully disclose the City of Richland polices regarding City planners go and work for the developers whom they used to evaluate their development plans, **how is the city managing this potential conflict of interest?**

2-In their Phase I report, city of Richland planners did a gross mistake assuming that the Country Ridge trails are part of Phase I development, and repeated the same in front of the City Examiner during the hearing to give the impression that residences in Phase I will have

green areas to walk in, which is totally far from truth. How much trust we can put in the City planners fairness after this mistake.

3-In their Phase I evaluation report, the city of Richland planners were vigorously defending the developer phase 2 and Phase 3 development plans even though the application was for Phase I, as the City Examiner made it clear during the hearing and in his report. Why the city planners are so Keen to protect and justify the developers Phase 2 and 3 plans even though that was a report on Phase I.

4-The city of Richland planners choose comments and hearing dates where public will be very busy to minimize the number of comments they would receive.

- The deadline for Phase I comments was in the busy Christmas season on December 28. I sent e-mail to City planning manager asking for the application location the city web site on December 22nd @10:26am, and I did not get a reply until December 28@9:28am, just less than 6 hours when the comments are due by 5pm, and I have the proof for that. I imagine this misleading of public has happened to others.
- The city council meeting in April 18th for Phase I hearing was crowded with protesters related to other event and it was impossible for us to come and comment on Phase I development.
- Now for this Zone change request, they are using the same tactics, in the week of memorial holiday, where a lot of people have summer travel plans.

Final Conclusions:

If really the city of Richland leadership is advocating for Neighborhood Equity, this area proposed for zone change should be rather designated as a community park for those unfortunate 300 families that the developer is planning to jam with very little green areas for them to breath fresh air, but unfortunately the wellbeing of Richland Citizens is in the least of their interest.

I strongly urge Richland city staff and the Examiner to reject the developers plan for Zone change due to all the above mentioned reasons.

Sincerely,
Nader Samaan, PhD, PE
1114 Appaloosa Way
Richland, WA