

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

GENERAL INFORMATION:

PROPOSAL NAME: 3229 Twin Bridges Road, Rezone

LOCATION: 3229 Twin Bridges Road - Richland, Washington

APPLICANT: City of Richland

PROPERTY OWNER: City of Richland

FILE NO.: Z2023-107

DESCRIPTION: Request to rezone a 366-acre portion of Parcel 118081000002001 (495 total acres) from Agriculture (AG) to Public Parks and Facilities (PPF).

PROJECT TYPE: Type IIIA Site-Specific Rezone

HEARING DATE: September 11, 2023

REPORT BY: Kyle Hendricks, Planner

RECOMMENDED ACTION: Approval

Vicinity Map

Item: 3229 Twin Bridges Road Rezone
Applicant: City of Richland
File #: Z2023-107



Figure 1 - Vicinity Map

DESCRIPTION OF PROPOSAL

This application proposes to rezone approximately 366 acres of a 495 acre parcel from Agriculture (AG) to Public Parks and Facilities (PPF). Figure 1 (above) shows the site within its larger context.

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.

23.30.030 Site requirements for public use districts

A. A lot in a parks and public facilities district shall have at least an area sufficient to satisfy the requirements for minimum yard and off-street parking as required by this title.

B. The minimum yard requirements in the parks and public facilities district shall be the same as those in the adjacent zone district. Where there is more than one zone district adjacent to the parks and public facilities zone district, the yard requirement in the parks and public facilities district shall be the same as the one in the adjacent zone having the most compatible setback requirement.

C. In the following chart, development standards are listed on the vertical axis. Zoning districts are listed on the horizontal axis. The number appearing in the box at the intersection of the column and row represents the dimensional standard that applies to that zoning district.

| Standard | PPF | NOS |
|--|------------|---------------------|
| Maximum Building Height – Main Building | 55 Feet | 0 Feet ¹ |

1. Permanent structures designed for human occupancy are not permitted in the NOS district.

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 site at 3229 Twin Bridges Road is triangular in shape, and can be characterized as rolling hills topography, covering an area of approximately 366 acres of an overall 495 acre parcel. A majority of the lot is developed open space consisting of off-road recreational vehicle racing tracks and a paintball facility. The land is owned by the city and in April 2007 the city entered into a lease agreement to establish the off-road recreational vehicle park and it has operated since with various amendments and agreements included in Exhibit 2.

CURRENT LAND USE DESIGNATION AND USES :

North: COM & IND (Commercial & Industrial) Vacant land and the city boundary

East: IND (Industrial) City landfill and Police Training center

South: LDR & MDR (Low & Medium Density Residential) Vacant Land

West: COM (Commercial) Vacant Land

Land Use Map

Item: 3229 Twin Bridges Road Rezone
Applicant: City of Richland
File #: Z2023-107

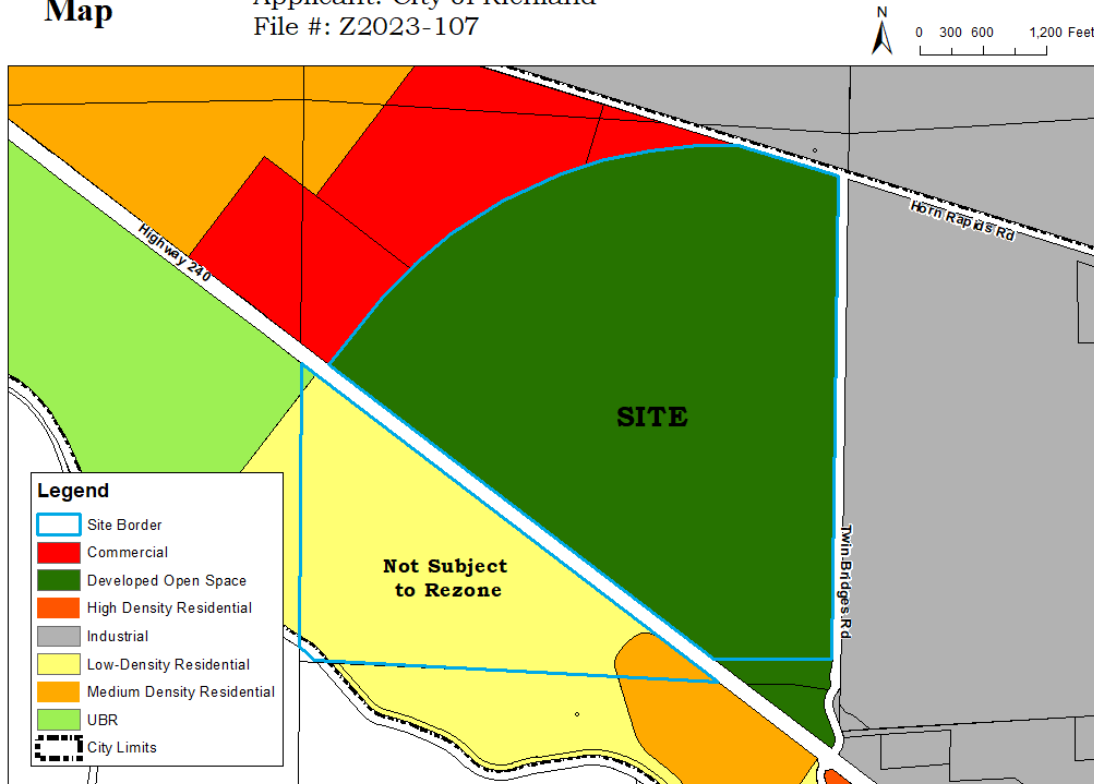


Figure 2 – Comprehensive Plan Land Use Map

COMPREHENSIVE PLAN

As illustrated in Figure 2 (above), the Comprehensive Plan Land Use designates the subject site for Developed Open Space. The intent of a developed open space is to provide ample opportunity for outdoor recreational activities for all residents to enjoy. Developed open spaces are often parks, and that is no different for this area considering it has operated as an outdoor recreational vehicle park for a considerable amount of time now.

Applicable Goals & Policies

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

Community Goal 2: Create a vibrant, progressive, and physically, socially, economically, and culturally diverse community providing choices of jobs, housing, and recreational opportunities to its residents of all ages.

Community Goal 5: Encourage the identification, preservation, and restoration of the City's open space and natural areas to maintain habitat, provide opportunities for residents to connect with nature, and meet educational, health, and outdoor recreational needs with associated economic opportunities to the community.

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

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.

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

Policy 1: Preserve open space areas and associated functions and values.

Policy 2: Work with public and private groups to support these areas.

Policy 3: Provide opportunities for active and passive recreation in parks and open spaces.

Capital Facilities Goal 5: Provide diverse active and passive recreational opportunities for residents and visitors of all ages, based on needs.

Policy 1: Develop participation and interest in organized and individual recreation based on trends and changing lifestyles.

Policy 2: Provide adequate facilities to meet the sports and active recreational needs of different age groups.

Policy 3: Help citizens make full use of existing facilities through increased public awareness, revised and clear maps, and directional signage.

Parks and Recreation Master Plan Applicable Goals & Policies

Goal 2: Provide diverse and accessible parks, trail facilities, recreational programs and events that enhance quality of life, support active lifestyles, and promote economic development.

Objective 5: Collaborate with and encourage private sector development to share in providing neighborhood park and recreation facilities in growing neighborhoods.

Objective 6: Encourage private sector investment and development of facilities that serve specialized communities or meet regional economic development goals.

CURRENT ZONING

The subject site is zoned AG, Agriculture use district. Surrounding parcels are zoned as follows:

North: C-3 General Business, C-LB Commercial Limited Business, and city limits

East: M-2 Heavy Manufacturing

South: AG Agriculture

West: C-3 General Business, and AG Agriculture

Zoning Map

Item: 3229 Twin Bridges Road Rezone
Applicant: City of Richland
File #: Z2023-107

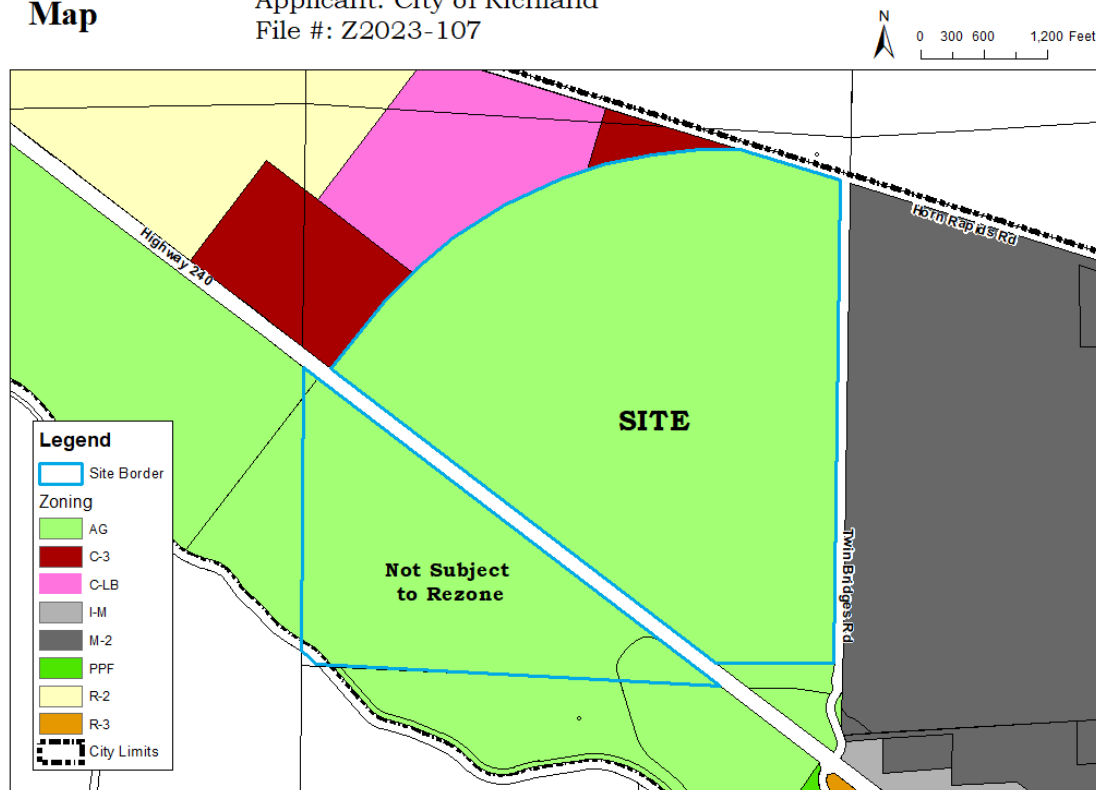


Figure 3 – Zoning Map

The agricultural use district (AG) is a primary zone classification permitting essentially open land uses such as grazing lands or pasture, agriculture, and development of part-time small tract farming and other compatible uses of an open nature such as a cemetery, park, and recreational or similar uses on land which has favorable combinations of slope, climate, availability of water, or soil conditions. This zoning classification is intended to be applied to some portions of the city that are designated as agriculture or as urban reserve under the city of Richland comprehensive plan.

REQUESTED ZONING

Following the applicant's request, City staff is presenting this staff report and associated application materials for a site-specific rezone of approximately 366 acres.

The parks and public facilities district (PPF) is a special use classification intended to provide areas for the retention of public lands necessary for open spaces, parks, playgrounds, trails and structures designed for public recreation and to provide areas for the location of buildings and structures for public education, recreation and other public and semi-public uses. This zoning classification is intended to be applied to those portions of the city that are designated as developed open space and public facility under the city of Richland comprehensive plan.

As the name of the requested suggests, the majority of City of Richland parks are within PPF zones. The addition of the proposed site into the PPF zone will compliment the uses that have been established for some time now.

UTILITY AVAILABILITY

There are existing water, irrigation, and electrical power line connections in place, available near the site with adequate capacity to supply the property. There are currently no sewer connections to the property.

Utility Map

Item: 3229 Twin Bridges Road Rezone
Applicant: City of Richland
File #: Z2023-107

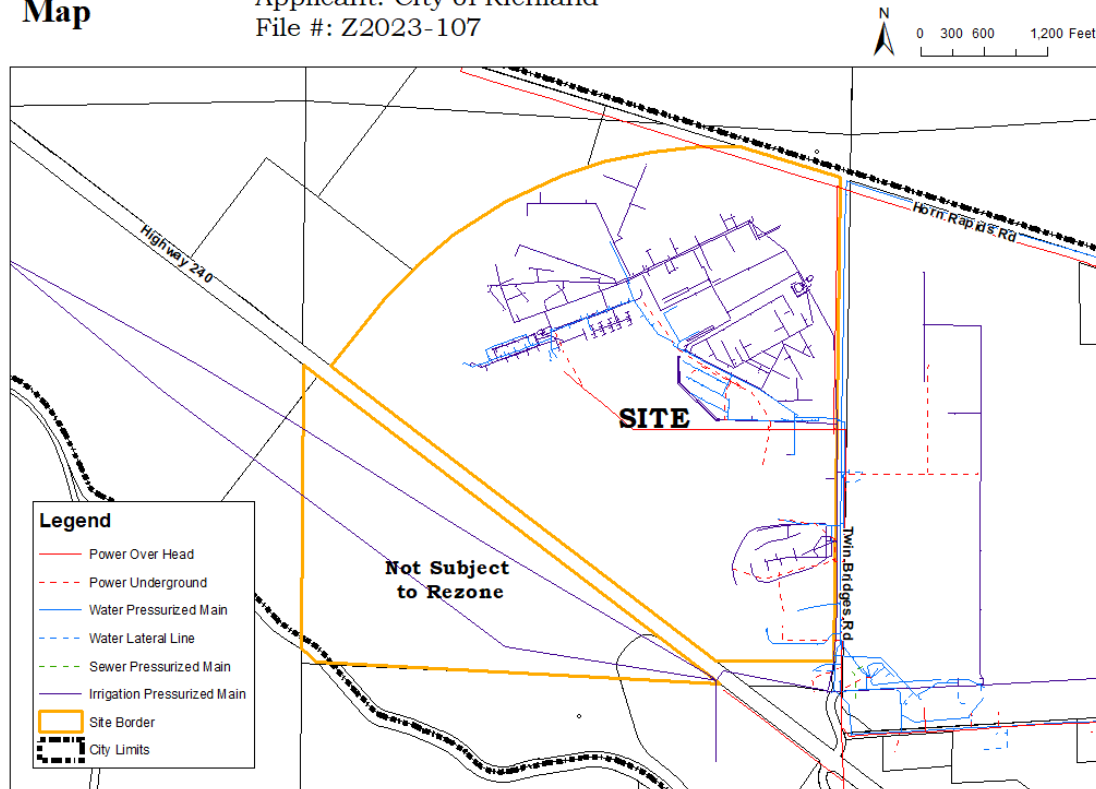


Figure 4 – Utilities Map

Sewer

There is no sewer currently in the city database.

Water

There is a 16" distribution main along Twin Bridges Road, and four-inch distribution main throughout the interior of the site.

Power

The site has an existing overhead primary conductor running along the eastern boundary of the proposed site, along Twin Bridges Road. Various over-head and underground power lines also extend into the property from the line along Twin Bridges Road.

TRANSPORTATION & ACCESS

The site is currently accessed from State Highway Route 240. There are two access roads, Twin Bridges Road and Beardsley Road. As shown in Figure 5 below, a site visit by staff shows that Twin Bridges Road is generally paved of minimal quality.

On the day of the site visit as noted below, the gate accessing the interior of the site was closed. Staff did not visit Beardsley Road, but aerial imagery available to staff from February 2022, the road appears to be roughly the same quality. Portions of the

interior road appear to be newer quality. The roads and parking appear to be geared towards hosting race events, with the inclusion of recreational vehicle water hookups.



Photograph by staff facing southwest approximately 3,065 feet north of Twin Bridges Road, State Route 240 intersection, near gate.

Figure 5 – Site Photo August 21, 2023

EASEMENTS

The only easement on the site appears to be a 10 foot phone line easement that runs along Twin Bridges Road for approximately 2,250 feet then diverts to the west and runs approximately 2,500 feet into the site.

FIRE SAFETY

The nearest fire hydrant is located near the first entrance gate onto the site, approximately 1,102 feet north of the Twin Bridges Road and State Route 240 intersection. Another hydrant is approximately 1,530 feet north of the previously mentioned hydrant, Along Twin Bridges Road. Another hydrant is approximately 486 feet north of this hydrant, near the entrance to the racing facility. Another hydrant is approximately 330 feet west of the hydrant near the racing facility entrance. A final hydrant is located approximately 1,272 feet northwest of the previously mentioned hydrant. Finally a hydrant is also located near the Horn Rapids Road and Twin Bridges Road intersection.

SCHOOLS

The site is not near any Richland schools and does not have an appropriate pedestrian/bicycle connection from a school or nearby residential areas due to the highway and lack of paths that would be appropriate for pedestrian/cycling use. The nearest Richland school is Sacajawea Elementary School, more than four and a half miles away.

SEPA

The 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 a critical area.

Shoreline Master Program

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

AGENCY COMMENTS

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

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 no public comments regarding this proposed zoning action.

PUBLIC NOTICE

| | |
|------------------------------|--------------------|
| Notice of Hearing Mailed: | August 18, 2023 |
| Notice of Hearing Posted: | August 21, 2023 |
| Notice of Hearing Published: | August 27, 2023 |
| Public Hearing: | September 11, 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

As previously mentioned, the proposed zone change is meant to create consistency between the Comprehensive plan designation of DOS and the zoning designation, which is currently AG. The AG zoning designation is not a compatible zone for DOS, whereas the proposed PPF zone would be. Additionally, the PPF zone would reinforce the existing uses of the property, various outdoor recreational facilities which have operated for multiple years under lease agreements provided in Exhibit 2. Formally designating this site as a park area will benefit the public by allowing a more streamlined process for establishing future recreational uses.

This requested rezone does not approve any development activity on the site. As with all development proposals, City development regulations will apply to any specific projects that may eventually be proposed on the site. Following public notices and reviews conducted in accord with City practices for all other private or public rezone applications, there is no evidence in this record that would provide a basis in fact or law to deny the pending rezone request.

Staff also want 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 developed open space [DOS] uses by the City’s Comprehensive Plan. The requested rezone is meant to bring the zoning into compliance with the Comprehensive Plan.
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.

The Planning Department requests the Hearing Examiner recommend the proposed zoning map amendment to the Richland City Council.

SUGGESTED FINDINGS AND CONCLUSIONS

Staff has completed its review of the request for a change in zoning (Z2021-102) and recommends approval of the request based on the following:

1. The property owner and applicant (City of Richland) leases the site to HRMC inc.
2. The application is to rezone 366 acres of the overall 495 acre Benton County Assessor’s Tax Parcel Number 118081000002001.
3. The overall parcel is much larger (495 acres) and extends across State Highway Route 240, however only the portion north of the highway is subject to the zone change. The portion south of the highway will remain AG.
4. The application is consistent with the criteria found in RMC 23.30.
5. The lot is zoned as Agricultural use district (AG).
6. The requested zone change is to change the parcel to Public Parks and Facilities (PPF).
7. The site is generally flat, but more specifically characterized as having minor rolling hills which contribute to existing off road vehicle tracks.
8. The site has hosted numerous off road recreational vehicle races, bringing economic value to the city.

9. It is unclear how well Twin Bridges Road and Beardsley Road serve the site during competitions in their current condition. Future improvements may need to be considered to adequately serve the traffic generated.
10. As found in the lease, the portion of Twin Bridges Road that is adjacent to the site, behind the entrance gate shall be maintained by the Lessee. The small portion of road that accesses the city landfill, before the entrance gate is the responsibility of the city to maintain.
11. Although easily accessible with motor vehicles, there are no reasonable pedestrian or bicycle connections to the site.
12. No portion of this proposed rezone is in the Shoreline Management Program's jurisdiction.
13. The lot in this proposed rezone is not within a Critical Aquifer Recharge Area (CARA). No other critical areas have been identified.
14. The proposed site has a 10-foot-wide phone easement along its eastern boundary and through the interior of the site.
15. The application is exempt from the provisions of the State Environmental Policy Act (SEPA), as identified in WAC 197-11-800(6)(c).
16. Notice requirements of RMC 19.30.040 have been met:
 - a. Notice of Hearing Mailed: August 18, 2023
 - b. Notice of Hearing Posted: August 21, 2023
 - c. Notice of Hearing Published: August 27, 2023
17. Based on the above findings and conclusions, approval of the zone change request would be in the best interest of the community of Richland.

EXHIBIT LIST

1. Application Materials
2. Lease Agreements and amendments
3. Public Notices & Affidavits
4. Agency 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: City of Richland (contact: Joe Schiessl, Deputy City Manger)

Address: 625 Swift Blvd, Richland, WA 99352

Phone: 509.942.7778

Email: jschiessl@ci.richland.wa.us

APPLICANT/CONTRACTOR INFORMATION (if different)

☐ Contact Person

Company:

UBI#:

Contact:

Address:

Phone:

Email:

DESCRIPTION OF WORK

Rezone a portion of parcel 1-18081000002001 (Richland Off Road Vehicle Park) from Agriculture to Parks & Public Facilities to bring the property into conformance with the Comprehensive Land Use Plan designation of Developed Open Space and current use as an off-road vehicle park. The property is owned by the City of Richland and leased to operators in support of an off-road vehicle park and other supportive uses.

PROPERTY INFORMATION

Parcel #: Portion of Benton County TID No. 1-18081000002001

Legal Description: ALL OF SECTION 18, TOWNSHIP 10, RANGE 28 SOUTH OF THE SOUTH RIGHT-OF-WAY LINE OF HORN RAPIDS ROAD, AND EAST OF THE EAST RIGHT-OF-WAY LINE OF THE FORMER RICHLAND IRRIGATION DISTRICT CANAL. LESS 18.73 ACRES FOR STATE HIGHWAY 11-C. RAILROAD RIGHT-OF-WAY EXCLUDING AREA SOUTH OF THE NORTH RIGHT-OF-WAY BOUNDARY OF VANTAGE HWY.

Current Zoning: Agriculture

Current Comp Plan: Dev Open Space

Requested Zoning: PPF

Current Use: Off-road vehicle park

Proposed Use: Off-road vehicle park

Area of Property: 15,965,789 sf

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:

None known.

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

None known.

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

Adjacent land is vacant and is zoned Business Commerce and Commercial Limited Business. A Park & Public Facility zoning designation is consistent with adjacent zoning designations.

Any beneficial or adverse effects the granting or denial of the rezone would have on adjacent or surrounding zones:

None known.

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:

None known.

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

None known.

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

Yes, Park & Public Facility zoning is consistent with the current use of the property as an off road vehicle park. The current land use (off road vehicle park) is not consistent with the existing agricultural zoning designation.

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

No.

Identify impacts on the environment and public safety:

There are no known impacts to changing the zoning designation of the existing off road vehicle park.

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: Joe Schiessl

Applicant Signature: Joe Schiessl Date 8.11.23



Exhibit 2

Lease agreement and amendments

Contract No. C47-07

ORV PARK OPERATING LEASE AGREEMENT

THIS AGREEMENT, entered into this 6th day of APRIL 2007 by and between the City of Richland, 505 Swift Ave., Richland, Washington, (hereinafter called the "CITY"), and Ray Coffman and Steve Baze, HRMC Inc. (hereinafter called the "LESSEE").

WITNESSETH:

1. DEFINITIONS

As used in this Agreement, the following term shall mean:

Premises: That portion of the property within the complex under the jurisdiction and control of the Lessee. This area does not include: 1) Kart Track facilities within the fenced boundary, 2) Jet-sprint facilities within the fenced boundary, 3) Model Aviation facility, 4) Trails outside ORV Park fence boundary, and 5) City owned arboretum near the drag strip.

2. GENERAL DESCRIPTION OF PROPERTY:

Property (Premises) Defined:

A PORTION OF SECTION 18, TOWNSHIP 10 NORTH, RANGE 28 EAST, W.M., THE CITY OF RICHLAND, BENTON COUNTY, WASHINGTON. DESCRIBED AS FOLLOWS:

ALL OF SAID SECTION 18, LYING SOUTHWESTERLY OF THE SOUTHWESTERLY RIGHT-OF-WAY OF HORN RAPIDS ROAD, AS DESCRIBED BY QUIT CLAIM DEED RECORDED UNDER AUDITOR'S FILE NO. 621665 RECORDS OF SAID COUNTY AND STATE, AND NORTHWESTERLY OF THE NORTHEASTERLY RIGHT-OF-WAY OF STATE ROUTE 240, AND NORTHERLY AND EASTERLY OF A PARCEL 1 OF RECORD OF SURBEY NO. 3487 DESCRIBED BY STATUTORY WARRANTY DEED RECORDED UNDER AUDITOR'S FILE NO. 2005-026115, RECORDS OF SAID COUNTY AND STATE, AND LYING SOUTHEASTERLY OF A PARCEL DESCRIBED BY STATUTORY WARRANTY DEED AS RECORDED UNDER AUDITOR'S FILE NO. 96-26535 RECORDS OF SAID COUNTY AND STATE.

EXCEPT

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 10, NORTH, RANGE 20 EAST, W.M., CITY OF RICHLAND, BENTON COUNTY, WASHINGTON AS DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 18; THENCE NORTH 00° 57' 05" EAST 1617.97 FEET ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 18 TO A POINT; THENCE NORTH 89° 02' 55" WEST 93.20 FEET LEAVING SAID EAST LINE TO A POINT ON A FENCE, SAID POINT BEING THE **TRUE POINT OF BEGINNING**; THENCE NORTH 83° 14' 45" WEST 702.71 FEET ALONG A FENCE TO A POINT; THENCE NORTH 00° 06' 38" EAST 479.65 FEET ALONG A FENCE; THENCE SOUTH 89° 03' 11" WEST 192.00 FEET ALONG A FENCE; THENCE NORTH 01° 36' 50" EAST 255.00 FEET ALONG A FENCE; THENCE NORTH 32° 04' 54" EAST 52.88 FEET ALONG A FENCE; THENCE NORTH 89° 59' 17" EAST 493.00 FEET ALONG A FENCE; THENCE NORTH 77° 53' 36" EAST 71.59 FEET ALONG A FENCE; THENCE NORTH 89° 59' 17" EAST 296.00 FEET ALONG A FENCE; THENCE SOUTH 00° 21' 11" WEST 874.02 FEET ALONG A FENCE BACK TO THE TRUE POINT OF BEGINNING.

EXCEPT

THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 10, NORTH RANGE 28 EAST, W.M. CITY OF RICHLAND, BENTON COUNTY, WASHINGTON MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 18 SAID POINT BEING A STONE WITH AN 'X', THENCE, NORTH 00° 57' 05" EAST 1066.63 FEET ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER OF SECTION 18; (SAID LINE BEING THE BASIS OF BEARING AS SHOWN ON RECORD OF SURVEY NUMBER 2173) TO A POINT ON SAID EAST LINE; THENCE NORTH 89° 02' 55" WEST LEAVING SAID EAST LINE 80.00 FEET TO THE "TRUE POINT OF BEGINNING"; THENCE CONTINUING NORTH 89° 02' 55" WEST 1215.93 FEET; THENCE NORTH 00° 57' 05" EAST 1380.24 FEET; THENCE NORTH 89° 59' 17" EAST 302.49 FEET; THENCE SOUTH 00° 12' 20" E 114.00 FEET; THENCE NORTH 89° 33' 54" EAST 189.41 FEET TO A FENCE CORNER; THENCE SOUTH 00° 07' 02" WEST 653.61 FEET TO A FENCE CORNER; THENCE SOUTH 83° 14' 45" EAST 715.97 FEET ON A LINE PROJECTED THROUGH A FENCE CORNER TO A POINT BEING 80.00 FEET WEST OF THE EAST LINE OF SAID SOUTHEAST QUARTER OF SECTION 18, MEASURED AT RIGHT ANGLES TO SAID EAST LINE; THENCE SOUTH 00° 57' 05" WEST 550.00 FEET PARALLEL TO SAID EAST LINE OF SAID SECTION TO THE TRUE POINT OF BEGINNING.

EXCEPT

That portion currently leased to the Tri-City Remote Control Modelers.

Reference documents: U.S.A. to the City of Richland Auditor's file No. 2003.046817
Records of said County and State.

Record of Survey No. 3487 as recorded in Volume 1 of Surveys on Page 3487 under Auditor's file No. 2005-019982 records of said County and State.

The intent of this description is to clarify the boundaries of the Horn Rapids Triangle ORV Park as established by the Master Plan Report. The only change from the original description is the portion sold per said Record of Survey No. 3487.

3. **SCOPE OF WORK**

Permitted use: The LESSEE shall provide capital improvements, management, operations, repair, and maintenance services for the City of Richland HORN RAPIDS ORV Park. Capital improvements and services to be provided are detailed in the attached HORN RAPIDS ORV PARK BUSINESS PLAN 2007–2012 dated April 6, 2007, Exhibit "A" and are made part of this Agreement.

Restrictions on Use: LESSEE shall not cause or permit any damage to natural resources on Premises.

Conformance with Laws: LESSEE shall, at all times, keep current and comply with all conditions and terms of any local, state and/or federal permits, licenses, certificates, regulations, ordinances, statutes, and other government rules and regulations regarding its use or occupancy of the property.

4. **USE OF PREMISES**

The Premises are to be used for the purpose of conducting the following business: a motorsport complex to include MX track, ATV track, 4x4 relay track, 4x4 obstacle course, sand drags, and camp ground. And for no other purpose other than as allowed in this agreement without the written prior consent of LESSOR. LESSEE shall promptly, but in no event later than fourteen (14) days prior to the date the LESSEE proposes to put said change in effect, notify LESSOR of any proposed change in use of the PREMISES.

5. **ACCEPTANCE OF PREMISES**

Unless otherwise provided in this agreement, LESSEE, having made a careful, complete and thorough inspection of the Premises, accepts the same in their present condition without any representation or warranties as to their condition or their suitability for the LESSEE's intended use, and subject to any conditions that a careful, complete and thorough inspection might reveal.

6. **TERM**

A. Term Defined:

The term of this Agreement is five (5) years (the "Term"), beginning on the 6th day of April 2007 (the "Commencement Date"), and ending on the 6th day of April, 2012 (the "Termination Date"), unless terminated sooner under the terms of this Agreement.

B. Renewal of Agreement:

LESSEE shall have the option to renew this Agreement for three (3) additional Terms of five (5) years each. Thereafter, parties may agree to renegotiate terms of existing Agreement. LESSEE shall exercise this option by providing written notice of its election

to renew at least ninety (90) days prior to the Termination Date of the initial Term or any renewal term of this Agreement. Term renewals shall be approved by the City Council. LESSEE shall not be entitled to renew if it is in default under the terms of this Agreement at the time the option to renew is exercised. The terms and conditions of any renewal shall be the same as set forth in this Agreement, except that rent and/or fees may be recalculated, the required amounts of financial security may be revised, and provisions dealing with hazardous waste or impacts to natural resources may be changed at the time of renewal.

C. Surrender of Premises at End of Term:

Upon expiration or termination of the Term or extended term, as applicable, unless parties agree to renegotiate, LESSEE shall surrender Premises to the CITY in the same or better condition as on the Commencement Date, reasonable wear and tear accepted.

7. RENT

The LESSEE shall pay the CITY a monthly rental fee of (a) 2% of the gross receipts from revenues from operation of the Premises by the LESSEE, for all amounts up to \$300,000; (b) 3% of the gross receipts from the operation of the Premises, for all amounts in excess of \$300,000. The LESSEE shall maintain detailed accounting records in accordance with generally accepted accounting principles and practice to substantiate all rental payments.

The rent shall be paid 10 calendar days after each calendar month during which there are gross receipts from the operation of the Premises.

Within sixty days after the first day of the calendar year the LESSEE shall provide the LESSOR with an operating statement prepared by an Accountant setting forth its gross receipts for the previous calendar year and the basis for calculating the rent set forth herein.

A late charge of 5% will be added to all amounts of rent not received by the 10th calendar day of each month for the proceeding month.

8. ORV PARK FEES

FEE schedules as established in Exhibit "A" may be increased at an annual rate of not to exceed 10% per year.

The fees established in Exhibit "A" may also be adjusted during the term of the contract to reflect changes made in the Minimum State Wage schedule as set by the Washington Department of Labor & Industries. The wages shall be understood to mean the hourly rates including any mandatory insurance and fringe benefits as required by the State.

If the LESSEE proposes fee increases due to unforeseen incurred operating costs such as fuel, insurance and utilities, in excess of 10% or Minimum Wages increase, such fee increases shall be reviewed by the Parks and Recreation Commission and approved by the City Council.

9. UTILITIES

For the initial five year period of the agreement the City shall pay for all utilities associated with the Premises. Utilities shall be renegotiated if Lease Term is extended or renewed. If natural gas, sanitary sewer or any other utilities are provided to the site they shall be extended at the LESSEE'S cost.

Telephone and solid waste collection and removal shall be the Lessee's obligation from the date of this agreement. During the first five year period of the agreement the City shall pay the monthly charge for two six yard containers with dumping once a week. If additional waste disposal fees are incurred, they shall be paid by the LESSEE.

LESSEE agrees to follow any and all regulations adopted by the CITY pertaining to recycling.

10. SIGNS

Any signs or symbols placed on or off the Premises by the LESSEE or its agents shall comply with any applicable laws, ordinances and regulations including but not limited to the zoning regulations set forth in the CITY'S zoning ordinance. Any signs or symbols placed on the Premises shall be removed by the LESSEE at the termination of this lease and the LESSEE shall repair any related damage or injury to the Premises. If not so removed by LESSEE, the CITY may have the same removed and repairs performed at LESSEE'S expense.

11. OBLIGATIONS OF CITY

- a) Support IAC Development grant for capital projects when available.
- b) Support promotion of the facility and events through CITY website.
- c) Provide technical information concerning the facility during transition or as needed for up to six months from the date of this agreement
- d) Unless specified in this Agreement the City will not provide resources to the LESSEE for the operation, maintenance or improvement to the premises.
- e) Maintain Twin Bridges Road/Grosscup Road from SR-240 to the ORV Park Gate in no less a condition than it is in at the time of entering this agreement.
- f) "Rent" will be earmarked for reinvestment back to the ORV Park as matching funds for grant applications.
- g) Pay difference to LESSEE the amount invoiced for services for City scheduled race event fees through June 3, 2007 and fees collected by LESSEE. Payment not to exceed \$3,428 per event.

12. OBLIGATION OF LESSEE

- a) The LESSEE shall comply with the HORN RAPIDS ORV PARK BUSINESS PLAN 2007-2012 (and as updated), attached as Exhibit A to this agreement.
- b) Every five years the LESSEE shall submit a revised five-year HORN RAPIDS ORV PARK BUSINESS PLAN to the City for approval.

- c) Liability waivers and parental permission forms shall be signed by all riders, participants, campers and spectators entering the Premises. The CITY shall be listed on said waiver in addition to the LESSEE.
- e) Race events, scheduled through June 3, 2007 by the City, shall be operated and managed.
- f) Offer event insurance to promoters for purchase for race event insurance per section 23 of this agreement.
- g) Repair and maintenance of all structures, drainfields and entry road (from existing gate to the MX course entry gate).
- h) Provide weed control per Exhibit "A".

13. IMPROVEMENTS

A. Existing Improvements:

Existing structures currently located within the boundaries of the ORV Park are:

- 1) All Terrain Vehicle Picnic Shelter
- 2) Comfort Station and Showers
- 3) Motocross Score Tower
- 4) Motocross Starting Gate - New
- 5) Motocross Starting Gate – Old
- 6) Booster Pump located by Potato Shed on Twin Bridges Road
- 7) Playground equipment
- 8) Sand Drag Score Tower
- 9) Shop Building
- 10) 2 each Large open Shelters
- 11) Motocross Tunnel
- 12) Office Trailer
- 13) Pump House
- 14) ORV Shelter across from Motocross Track
- 15) Water Line Vault
- 16) ATV Scorer Tower
- 17) 4 X 4 Score Tower

The CITY does not guarantee the condition of any of the above structures or the premises and no warranty of any kind has been or is being made by the CITY as regards the structures and Premises. The LESSEE recognizes and acknowledges that the above described structures and Premises are leased in an "as is" condition without warranty to its fitness or safety and that any verbal representations to the contrary are repudiated hereby in this document.

B. LESSEE-owned Improvements:

So long as this agreement remains in effect, LESSEE shall retain ownership of all authorized improvements and trade fixtures it may place on Property. LESSEE-owned improvements shall not include any construction, reconstruction, alteration, or addition to any unauthorized Improvements made on the Property without CITY'S prior consent.

C. Construction:

Prior to any construction, alteration, replacement, removal, or major repair of any improvements (whether CITY-owned or LESSEE-owned), LESSEE shall submit to CITY plans and specifications which describe proposed activity. Construction shall not proceed until CITY has approved those plans and specifications in writing and when requested by the CITY, LESSEE has obtained a performance and payment bond (for any permanent structure with a value in excess of \$25,000) in an amount equal to 100% of the estimated cost of construction. The performance bond shall be maintained until the costs of construction, including all laborers and material persons, have been paid in full. CITY'S consent and approval shall not be required for any routine maintenance or repair of improvements made by LESSEE pursuant to its obligation to maintain the Property in good order and that does not result in construction, alteration, replacement, or major repair of any improvements on the property.

D. Removal:

LESSEE-owned improvements shall be removed by LESSEE by Termination Date unless CITY notifies LESSEE that LESSEE-owned improvements may remain. To the extent that LESSEE-owned Improvements include items of personal property which may be removed from the Premises without harming the Property or the improvements, the CITY asserts no ownership interest in these improvements unless the parties agree otherwise in writing upon termination of the lease.

E. Unauthorized Improvements:

Improvements made on the property without the CITY'S prior consent or which are not in conformance with plans submitted to and approved by CITY ("Unauthorized Improvements") shall immediately become the property of the CITY, unless the CITY elects otherwise. Regardless of ownership of Unauthorized Improvements, CITY may, at its option, require LESSEE to sever, remove, and dispose of them, charge LESSEE for the use of them, or both. If LESSEE fails to remove an Unauthorized Improvement upon request, CITY may remove it and charge LESSEE for the cost of removal and disposal.

F. Maintenance/Repairs by LESSEE:

Except as otherwise provided, LESSEE shall keep and maintain the PREMISES in a neat, clean, safe and sanitary condition including equipment, all electrical wiring and fixtures, all plumbing and sewage facilities within or attached to the PREMISES.

14. HAZARDOUS MATERIALS AND ENVIRONMENTAL COMPLIANCE

A. Definition: "Hazardous Materials" as used herein shall mean:

Any toxic substances or waste, sewage, petroleum products, radioactive substances, medical, heavy metals, corrosive, noxious, acidic, bacteriological or disease-producing substances or any dangerous waste or hazardous waste as defined in Washington Hazardous Waste Management Act as now existing or hereafter amended (RCW Ch. 70.105) or as defined in Resource Conservation and Recovery Act as now existing or hereafter amended (42 U.S.C. Sec. 6901 et seq.); or

B. Definition: "Hazardous Substance" as used herein shall mean:

Any substance which now or in the future becomes regulated or defined under any federal, state, or local statute, ordinance, rule, regulation, or other law relating to human health, environmental protection, contamination or cleanup, including, but not limited to, the Comprehensive Environmental Response Compensation and Liability Act of 1980 ("CERCLA") as now existing or hereafter amended (42 U.S.C. Sec. 9601 et seq.) and Washington's Model Toxics Control Act ("MTCA") as now existing or hereafter amended (RCW Ch. 70.105); or

Any pollutants, contaminants, or substances posing a danger or threat to public health, safety or welfare, or the environment, which are regulated or controlled as such by any applicable federal, state or local laws, ordinances or regulations as now existing or hereafter amended.

C. Use of Hazardous Substances:

LESSEE covenants and agrees that Hazardous Substances will not be used, stored, generated, processed, transported, handled, released, or disposed of in, on, or above the Property, except in accordance with all applicable laws.

D. Environmental Compliance:

LESSEE shall, at LESSEE's own expense, comply with all federal, state and local laws, ordinances and regulations now or hereafter affecting the Premises, CITY'S business, or any activity or condition on or about the Premises, including, without limitation, all laws, ordinances and regulations related to Hazardous Materials and all other environmental laws relating to the improvements on the Premises, soil and groundwater, storm water discharges, or the air in and around the Premises, as well as such rules as may be formulated by the CITY ("the Laws"). LESSEE warrants that its business and all activities to be conducted or performed in, on, or about the Premises shall comply with all the Laws. LESSEE agrees to change, reduce, or stop any non-complying activity, or install necessary equipment, safety devices, pollution control systems, or other installations may be necessary at any time during the term of this Agreement to comply with the Laws.

LESSEE shall not cause or permit to occur any violation of the Laws on, under, or about the Premises, or arising from contractor's use or occupancy of the Premises, including, but not limited to, soil and ground water conditions.

LESSEE shall promptly notify CITY and provide all information regarding any activity of LESSEE related to Hazardous Materials on or about the Premises that is requested by the CITY. If LESSEE fails to fulfill any duty imposed under this section within a reasonable time, CITY may do so at the cost of Lessee; and in such case, LESSEE shall cooperate with CITY in order to prepare all documents CITY deems necessary or appropriate to determine the applicability of the Laws to the Premises and LESSEE's use thereof, and for all compliance therewith, and LESSEE shall execute all documents promptly upon City's request. No such action by CITY and no attempt made by CITY to mitigate damages shall constitute a waiver of any LESSEE's obligations under this paragraph.

LESSEE shall, at LESSEE's own expense, make all submissions to, provide all information required by, and comply with all requirements of all governmental authorities ("the Authorities") under the Laws.

Should any Authority demand that a cleanup plan be prepared and that a cleanup be undertaken because of any deposit, spill, discharge or other release of Hazardous Materials that occurs during the term of this Agreement and which arises at any time from LESSEE's use of occupancy of the Premises, then LESSEE shall, at LESSEE's own expense, prepare and submit the required plans and all related bonds and other financial assurances; and LESSEE shall carry out all such cleanup plans. Any such plans and cleanup are subject to city's prior written approval.

If a release of Hazardous Substances occurs in, on, under, or above the Property, or other property, arising out of any action, inaction, or event described or referred to in this document, LESSEE shall at its sole expense, promptly take all actions necessary or advisable to clean up the Hazardous Substance. Cleanup actions shall include, without limitation, removal, containment and remedial actions and shall be performed with all applicable laws, rules, ordinances, and permits. LESSEE shall be solely responsible for all cleanup, administrative, and enforcement costs of governmental agencies, including natural resource damage claims, arising out of any action, inaction, or event described or referred to in this document.

E. LESSEE Indemnification:

LESSEE shall be fully and completely liable to the CITY for any and all cleanup costs, and any and all other charges, fees, penalties (civil and criminal) imposed by any Authority with respect to LESSEE'S use, disposal, transportation, generation, release, handling, spillage, storage, treatment, deposit and/or sale of Hazardous Materials in or about the Premises, common area, or buildings. LESSEE shall indemnify, defend, and save the CITY harmless from any and all of the costs, fees, penalties, and charges assessed against or imposed upon CITY (as well as CITY'S attorney's fees and costs) by any Authority as a result of LESSEE'S use, disposal, transportation, generation, release, handling, spillage, storage, treatment, deposit and/or sale of Hazardous Materials, or from LESSEE'S failure to provide all information, make all submissions, and take all steps required by all Authorities under the Laws.

LESSEE shall indemnify and hold CITY harmless from any and all claims, liabilities, lawsuits, damages, and expenses including reasonable attorney's fees for bodily injury or death, property damage, loss, or costs caused by or arising from the use, disposal, transportation, generation, release, handling, spillage, storage, treatment, deposit and/or sale of Hazardous Materials by LESSEE or any of its agents, representatives or employees in, on, or about the Premises occurring during the term of this agreement.

F. CITY Indemnification:

CITY shall indemnify and hold the LESSEE harmless from any and all claims, liabilities, lawsuits, damages, and expenses, including reasonable attorney's fees arising from third party actions brought against LESSEE that are caused by or arise from the use, disposal, transportation, generation, release, handling, spillage, storage, treatment, deposit and/or sale of Hazardous Materials by CITY or any of its agents, representatives or employees in, on, or about the Premises.

G. Reporting requirements:

LESSEE shall comply with the Laws requiring the submission, reporting, or filing of information concerning Hazardous Materials with the Authorities, and shall provide to CITY a full copy of such filing or report as submitted within 15 days of such submission.

H. Right To Check On LESSEE'S Environmental Compliance:

CITY expressly reserves the right, and LESSEE shall fully cooperate in allowing, from time to time, such examinations, tests, inspections, and reviews of the Premises as CITY, in its sole and absolute discretion, shall determine to be advisable in order to evaluate any potential environmental problems.

I. Remedies:

Upon LESSEE'S default under this Section, **Hazardous Materials and Environmental Compliance**, CITY shall be entitled to the following rights and remedies in addition to any other rights and remedies that may be available to the CITY:

- 1) At CITY'S option, to terminate this Agreement immediately, notwithstanding the notice of Section 9; and/or.
- 2) At CITY'S option, to perform such response, remediation and/or cleanup as is required to bring the Premises and any other areas of CITY property affected by LESSEE'S default into compliance with the Laws and to recover from LESSEE all of the CITY'S costs on connection therewith; and/or
- 3) To recover from LESSEE any and all damages associated with the default, including but not limited to response, remediation and cleanup costs and charges, civil and criminal penalties and fees, adverse impacts on marketing the Premises or any other adjacent area of CITY property, loss of business and sales by CITY and other CITY lessees, diminution of value of the Premises and/or other adjacent areas owned by CITY, the loss or restriction of useful space on the Premises and/or other adjacent areas owned by CITY, any and all damages and claims asserted by third parties, and CITY'S attorney's fees and costs.

J. Remediation On Termination Of Agreement:

Upon the expiration or earlier termination of this agreement, LESSEE shall remove, remediate or cleanup any Hazardous Materials on or emanating from the Premises, provided that the presence of Hazardous Materials arises from LESSEE'S use or occupancy of the Premises or LESSEE'S acts or omissions exacerbate the cost of remediation and LESSEE shall undertake whatever other action may be necessary to bring the premises into full compliance with the Laws ("Termination Cleanup"). The process for such termination Cleanup is subject to CITY'S prior written approval. If LESSEE fails or refuses to commence the Termination Cleanup process, or fails to reasonably proceed toward completion of such process, CITY may elect to perform such Termination Cleanup after providing LESSEE with written notice of the CITY'S intent to commence Termination Cleanup, and after providing LESSEE a reasonable opportunity, which shall be not less than ninety (90) days after such notice (unless CITY

is given notice by a government agency with jurisdiction over such matter that Termination Cleanup must commence within a shorter time, in which case CITY shall give LESSEE notice of such shorter time), to commence or resume the Termination Cleanup process. If city performs such Termination Cleanup after said notice and contractor's failure to perform same, LESSEE shall pay all CITY costs.

K. Survival:

LESSEE'S obligations and liabilities under this section **Hazardous Materials and Environmental Compliance** , shall survive the expiration of this Agreement.

15. EMPLOYMENT

Any and all employees of the LESSEE or other persons while engaged in the performance of any work or services required of the LESSEE under this Agreement, shall be considered employees of the LESSEE only and not of the CITY, and any and all claims that may or might arise under any Workmen's Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of the LESSEE'S employees or other persons while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the LESSEE.

16. OTHER PARTIES

It is mutually agreed that this Agreement is not transferable by either signatory to a third party without the consent of the other principal party.

17. PERFORMANCE STANDARDS

The LESSEE shall meet the Performance Standards as set forth in the HORN RAPIDS ORV PARK BUSINESS PLAN FOR 2007 – 2012, Exhibit "A" to this agreement, and as revised thereafter. Failure to meet performance standards shall be justification for termination as set forth in paragraph 18. Modifications to the performance standards and justifications supporting the requested modifications shall be submitted to and approved by the City.

18. TERMINATION / DEFAULT

This Agreement may be terminated by either party for cause upon thirty (30) days written notice, by registered mail, or mailed to the other party at his usual place of business and as follows:

A. BY LESSEE:

In the event of termination by the LESSEE, and except as provided herein, the LESSEE shall have the right to remove removable supporting structures, buildings, and other improvements placed upon the Premises by the LESSEE at any time within 120 days after such termination. The LESSEE shall restore the Premises to its original condition during the same time frame allowed for removal of the structure(s).

B. BY CITY:

In the event of termination by the CITY, as provided herein and section 17 above or at the end of the term of this Agreement, the CITY shall have the right for a period of 90 days after termination to purchase the support structures, buildings, and other improvements from the LESSEE at a price to be mutually agreed upon. In the event the CITY shall not exercise its right to purchase the support structures, buildings, and other improvements within the 90 day period, the LESSEE shall remove the same within 120 days after the expiration of such period and restore the Premises to its original condition during the same time frame.

C. Removal of structures at Termination/Default:

In the event of termination for any reason provided herein; and the LESSEE does not remove the supporting structures, buildings and other improvements placed upon the Premises by the LESSEE within the time frames set forth herein, the CITY may at its option, (1) on the payment of one dollar (\$1.00) take title to said property; or (2) dismantle, remove and store such property at a location convenient to the CITY and charge to the LESSEE a fee for dismantling, removing, transporting and storing said property.

19. DISPUTE RESOLUTION

The CITY and the LESSEE agree to negotiate in good faith for a period of thirty (30) days from the date of notice of all disputes between them prior to exercising their rights under this Agreement, or under law.

All disputes between the CITY and the LESSEE not resolved by negotiation between the parties may be arbitrated only by mutual agreement of the CITY and the LESSEE. If not mutually agreed to resolve the claim by arbitration, the claim will be resolved by legal action. Arbitration of all claims will be in accordance with the Arbitration Rules of the American Arbitration Association.

20. CUMULATIVE REMEDIES

No provision of this agreement precludes CITY from pursuing any other remedies the CITY may have herein or at law for LESSEE'S failure to perform his obligations.

21. VENUE, APPLICABLE LAW AND PERSONAL JURISDICTION

In the event that either party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, the parties hereto agree that any such action shall be initiated in the Superior Court of the State of Washington, situated in Benton County. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties to such action shall have the right of appeal from such decision of the Superior Court in accordance with the laws of the State of Washington. The LESSEE hereby consents to the personal jurisdiction of the Superior Court of the State of Washington, situated in Benton County.

22. ATTORNEY'S FEES

Attorney's fees which are reasonable and costs, including those on appeal, if appeal is taken, shall be allowed to the prevailing party by any court hearing a dispute under this Agreement.

23. INSURANCE

The LESSEE shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the LESSEE'S operations and use of the leased Premises.

A. Minimum Scope of Insurance

LESSEE shall obtain insurance of the types described below:

Commercial General Liability including Participant Injury Legal Liability (PILL) insurance shall be written on ISO occurrence form CG 00 01 and shall cover premises and contractual liability. The CITY shall be named as an insured under the Lessee's Commercial General Liability insurance policy using ISO Additional Insured-Managers or Lessors of Premises Form CG 20 11 or a substitute endorsement providing equivalent coverage.

Property insurance shall be written on an all risk basis.

B. Minimum Amounts of Insurance

LESSEE shall maintain the following insurance limits:

Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence.

Property Insurance shall be written covering the full value of City's property and improvements with no coinsurance provisions.

C. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions for Commercial General Liability insurance:

The LESSEE'S insurance coverage shall be primary insurance as respect the CITY. Any insurance, self-insurance, or insurance pool coverage maintained by the CITY shall be excess of the LESSEE'S insurance and shall not contribute with it.

The LESSEE'S insurance shall be endorsed to state that the coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the CITY.

D. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. best rating of not less than A:VII.

E. Verification of Coverage

LESSEE shall furnish the CITY with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Lessee.

The City is entitled to a certified copy of the insurance policy upon request.

A new certificate of coverage and AI coverage form shall be provided every policy year and shall be reviewed to ensure that there has been no

F. Waiver of Subrogation

LESSEE and CITY hereby release and discharge each other from all claims, losses, and liabilities arising from or caused by any hazard covered by property insurance on or on connection with the premises or said building. This release shall apply only to the extent that such claim, loss or liability is covered by insurance.

24. INDEMNIFICATION / HOLD HARMLESS

The LESSEE shall defend, indemnify, and hold harmless the CITY, its officers, officials, employees and volunteers harmless from any and all claims, suits, actions, or liabilities for injury or death of any person, or for loss or damage to property, which arises out of LESSEE'S use of Premises or from the conduct of LESSEE'S business, or from any activity, work or thing done, permitted, or suffered by LESSEE in or about the Premises, except only such injury or damage as shall have been occasioned by the sole negligence of the CITY.

25. COMPLIANCE WITH LEASEHOLD EXCISE TAX

The LESSEE hereby acknowledges that this Agreement is subject to the "leasehold excise tax" as set forth by chapter 82.29 RCW, as now or hereinafter amended, and the same shall be promptly paid by LESSEE.

26. SPECIAL CONDITIONS

A. Events. The schedule for park events will be established annually and provided to the City a minimum of one month prior to a single event or one month prior to the beginning of the race season.

B. Emergency Services. The LESSEE shall coordinate with the City of Richland Fire Department in all matters concerning fire safety and emergency vehicle access.

C. Sanitation. In addition and without limitation, the LESSEE shall at all times during the term of this agreement, at its own cost and expense, keep and maintain the Premises free from litter and/or debris. The LESSEE shall provide the necessary chemical toilets to serve the participants during events if necessary. The number and placement will be to the approval of the Benton-Franklin Health Department.

D. Security, Parking, Crowd And Traffic Control. The LESSEE shall be responsible for providing security for the area described in Section 1 of this Agreement during the term of this Agreement. The LESSEE shall provide personnel to adequately control crowds and vehicle parking and to assist in traffic control as it pertains to events as necessary.

E. Annual Reporting Requirement. The LESSEE shall submit an annual report to the Parks and Recreation Department and Parks and Recreation Commission in December of each year. The report shall contain a breakdown of park attendance including events including spectator and participants. The report shall summarize all marketing and advertising efforts made by the LESSEE to attract Richland residents and out-of-town visitors to the facility. Financial records shall be submitted to the City

in a format consistent with standard accounting practices. The City reserves the right to audit the financial records upon demand.

F. Audit Information. The LESSEE shall make available to the LESSOR or the Washington State Auditor or their duly authorized representatives, at any time during normal operating hours, all records, books or pertinent information which the LESSEE has kept in conjunction with this agreement or which the LESSOR may be required by law to include or make part of its auditing procedures, an audit trail or which may be required for the purpose of funding the services contracted for herein.

27. NOTICES

All notices and demands required or allowed to be given hereunder shall be in writing and sent by certified mail, return receipt requested, or hand delivered and receipted for, to the respective parties at the following addresses, or at such other address that either party may designate by notice in writing:

CITY: City of Richland
 Phil Pinard
 500 Amon Park Drive, Richland, WA 99352
 509-942-7463
 ppinard@ci.richland.wa.us

LESSEE: HRMC, Inc.
 Ray Coffman, President
 14620 E. 12th Ave., Spokane Valley, WA. 99037
 509-314-0302

28. SUCCESSORS OR ASSIGNS

All of the terms, conditions and provisions hereof shall inure to the benefit of and be binding upon the parties hereto, and their respective successors and assigns; provided, however, that no assignment of the Agreement shall be made without written consent of the parties to the Agreement.

29. SUBLEASES

The LESSEE may sublease portions of the Premises. All sublease agreements shall meet the requirements of this agreement unless specific circumstances require exceeding the minimum conditions of this agreement. All subleases shall be approved by the City.

If consent to the assignment or subletting is granted, it may be granted on such reasonable conditions as the LESSOR may deem appropriate in light of all of the circumstances, including the proposed use by the assignee or sublessee, and any

change in conditions since the commencement of this agreement. The conditions may include a reasonable additional charge for administrative services of the LESSOR incident to the transaction

30. EQUAL OPPORTUNITY AGREEMENT

The LESSEE agrees that he will not discriminate against any employee or job applicants for work on this Agreement for reasons of race, sex, nationality or religious creed.

31. PARTIAL INVALIDITY

Any provision of this Agreement which is found to be invalid or unenforceable shall be ineffective to the extent of such invalidity or unenforceability, and the invalidity or unenforceability of such provision shall not affect the validity or enforceability of the remaining provisions hereof.


32. ENTIRE AGREEMENT/MODIFICATIONS



This Agreement contains the entire agreement between the parties and supersedes any prior or inconsistent agreements, negotiations, representations and promises, written or oral.

This Agreement may only be modified or amended in writing signed by an authorized representative of both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

CITY OF RICHLAND, WASHINGTON

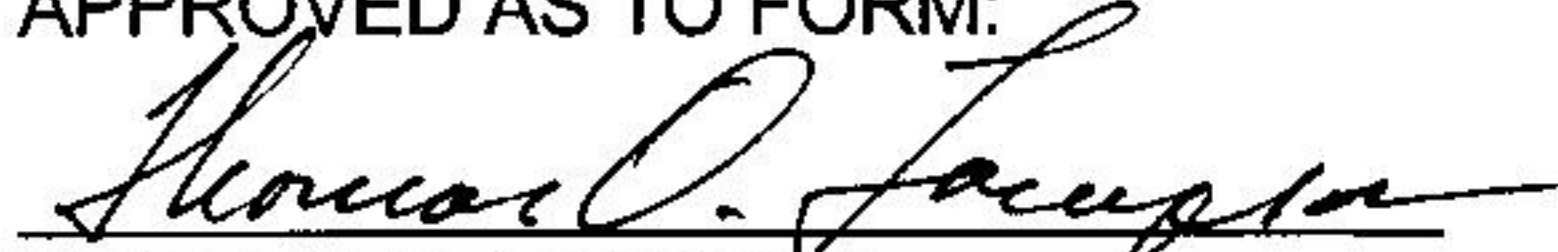

JOHN C. DARRINGTON
City Manager


Ray Coffman, President HRMC Inc.

Steve Baze, Vice President, HRMC Inc.

ATTEST:


CYNTHIA D. JOHNSON
City Clerk

APPROVED AS TO FORM:


THOMAS O. LAMPSON
City Attorney

ACKNOWLEDGMENT

State of Washington
County of Benton

On this 6th day of April, 2007, Cynthia D. Johnson personally appeared before me,
☒ who is personally known to me,
_____ whose identity I verified on the basis of _____,
_____ whose identity I verified on the oath/affirmation of _____,
a credible witness,
to be the signer of the foregoing document, and he/she acknowledged that he/she signed it.



Ellen E. Kuklinski
Notary Public
My Commission Expires: 5-21-08

Attribution Clause: This Certificate is prepared for, and exclusively belongs to, the accompanying document entitled
ORV Park-Lease Agreement which consists of 16 page(s) and is dated April 6, 2007.
If this Certificate is appropriated to any document other than the one described herein, it shall be deemed null and void.

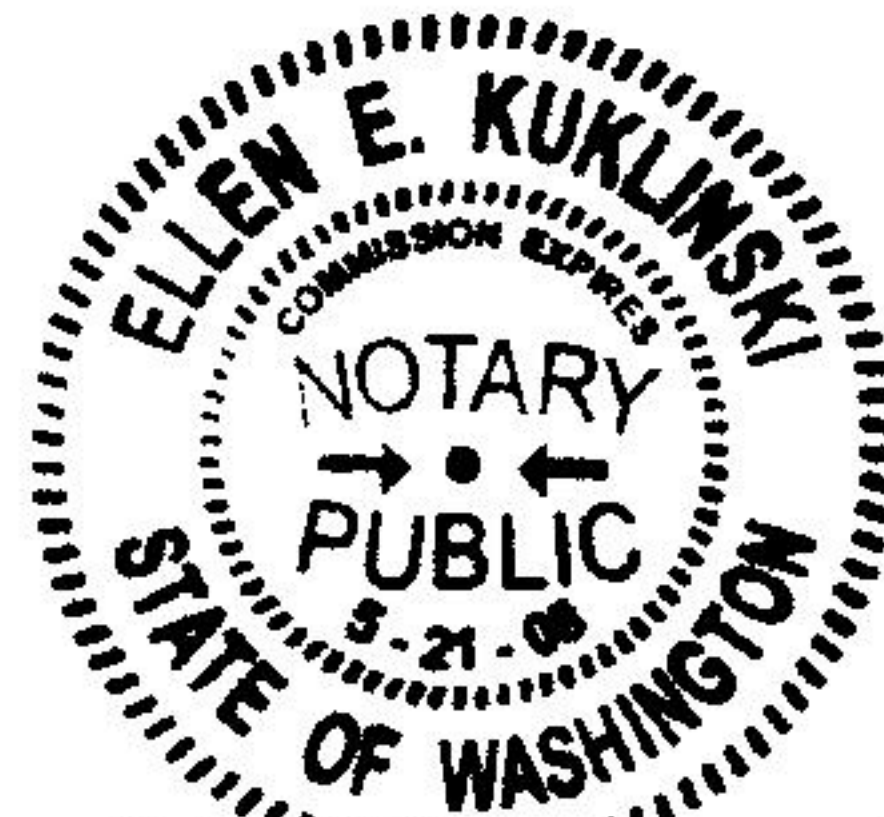
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#0421

ACKNOWLEDGMENT

State of Washington
County of Benton

On this 6th day of April, 2007, Ray Coffman personally appeared before me,
_____ who is personally known to me,
☒ whose identity I verified on the basis of Wash. State Driver's License,
_____ whose identity I verified on the oath/affirmation of _____,
a credible witness,
to be the signer of the foregoing document, and he/she acknowledged that he/she signed it.



Ellen E. Kuklinski
Notary Public
My Commission Expires: 5-21-08

Attribution Clause: This Certificate is prepared for, and exclusively belongs to, the accompanying document entitled
ORV Park Lease Agreement which consists of 16 page(s) and is dated April 6, 2007.
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#0421

HORN RAPIDS ORV PARK BUSINESS PLAN

2007-2012

For purposes of this document
Ray Coffman and Steve Baze are referred to as HRMC, Inc.

Prepared for

City of Richland
505 Swift Boulevard
Richland, Washington 99352

Horn Rapids ORV Park Business Plan

HRMC

Chapter 1 Mission, Goals and Objectives

Mission Statement

It is the mission of HRMC to develop and maintain a family destination point, ORV park system that serves the needs of off road vehicle users at a reasonable cost.

Goals and Objectives

Provide recreational opportunities to users through continued maintenance, management and operation of Horn Rapids ORV Park.

- Interactively operate/manage the park by soliciting input from users to ensure needs are being met and to identify potential improvements.
- Develop and adhere to a maintenance plan for each 5-year term.
- Maintain ongoing public relations campaign to promote the ORV Park and its activities.

Ensure diversified opportunities for users through the provision of competitive, family, and practice events.

- Schedule a mix of competitive and non-competitive events to satisfy all users.
- Maintain day use opportunities.
- Coordinate scheduled use of non ORV facilities to ensure use will not impact ORV events.
- Keep park groomed and ready for activity during and between events.

Increase the operational capacity of the park based on user demand and increases in revenue.

- Develop and implement techniques to operate the park at maximum financial efficiency.
- Maintain as much operational and fiscal control over the park as possible in order to implement park improvements.
- Focus non-safety related facility improvements/expansions first on those generating the highest return on investment.

Chapter 2

Current Conditions

Overview

Horn Rapids ORV Park is located 3.5 miles west of Richland at the intersection of SR 240 and Twin Bridges Road, adjacent to the City Landfill. Included within the park's 300 acres are; 4X4 tracks, an MX track, an ATV track, a sand drag strip, campgrounds with restrooms, parking, go-kart track, sprint boat track, remote control model area, and open trails.

The main portion of the park is open to the public February through November for practice and casual play riding on Mondays, Tuesdays and Wednesdays until sundown. The park's tracks and trails are also open Saturdays and Sundays year round when no ORV events are scheduled. The park is CLOSED to the public on City Holidays and Thursdays and Fridays all year. Tracks being prepared for events remain closed on Saturdays prior to racing. ATV use of the MX track is limited to Sundays from 8:30 am to 12:30 pm.

The go-kart, sprint boat and radio control model areas are not open to the general public except during scheduled events.

Horn Rapids ORV Park is one of three publicly owned ORV track facilities in Washington State that serve the needs of off-road vehicle users.

The City developed the site in 1982 using IAC-NOVA funds. Since that time, the City has improved, renovated, maintained and managed the park through the use of park generated revenues, IAC grant funds, and City General Fund monies.

Planning Area – For the purposes of this proposal, the planning area for the Horn Rapids ORV Park – HRMC consists of the entire 300 acres located within the park boundaries except that the go-kart, sprint boat and remote control model leased areas will be excluded (Please refer to Map #1)

Facilities – Horn Rapids ORV Park is an intensive use facility which includes an open riding area, MX track, ATV track, 4x4 relay track, 4x4 obstacle course, sand drags, restrooms with showers, campground, group shelters, play ground equipment and spectator areas with bleachers.

Land Use – The ORV park is currently zoned Agricultural and has a Comprehensive Plan Land Use Designation of Developed Open Space.

Authority

The City of Richland owns the land that comprises the park.

Inventory Analysis

The following categories identify existing park inventory (excluding the go-kart, sprint boat and radio control model leased areas)

1. Total Land Area: 260.5 acres (less the remote control model leased area. Actual acreage was not known at the time of printing)
2. Support Facilities: Access road; RV/tent camping; playground; two restroom buildings one with showers; picnic shelter; MX score tower; MX starting gate (old & new); sand drag score tower; two open shelters; MX tunnel; shelter near MX track; ATV score tower and a 4x4 score tower.
3. Service and Utility Facilities: Maintenance shop; office trailer; water line vault; pump house; booster pump facility (located by potato shed on Twin Bridges Rd.)

4. Equipment:

ORV Park Office:

- 1-Metal desk
- 1-Wood desk
- 1-Plan holder
- 1-Safe
- 1-Single space locker
- 3-Double space lockers
- 2-Four drawer file cabinets
- 2-Plastic deck chairs
- 6-Office chairs
- 5-Metal folding chairs
- 1-30"x36" plastic table
- 3-6' Folding tables
- 1-4' Round table
- 1-24" Square table
- 1-Phone/answering combo machine

ORV Park Maintenance Shop:

- 1-300 gal. fuel tank
- 4-Storage cabinets w/doors
- 3-Storage cabinets w/out doors
- 1-4'x8' work table
- 1-2'x6' work table
- 2-Wood storage shelves
- 1-Metal locker
- 1-8'x9' wood storage bin
- 2-9'x4' wood storage bins

ORV Park Irrigation System:

- Rainbird ESP-12MC controller
- Pumps-30 HP Centrifugal Baldor, 30 HP Centrifugal US Electric, and 1 submersible well pump
- MX track-18 to 20 F100 Nelson Big Gun irrigation heads
- 4x4 track-12 F100 Nelson Big Gun irrigation heads
- 1-15 wheel irrigation line along drag strip

Miscellaneous Equipment:

- 1-box scraper
- 1-roller/packer
- 1-disc
- 3-drags
- P/A system – Working, good condition but insufficient – will not play CDs.
- Speakers - Good condition, however the amplifier is old
- 6-five row wood bleachers
- 50- picnic tables
- 45- 55 gal. trash cans

Service Area

Regional Market Area - The regional market area for the HRMC ORV Park consists of Washington State, the northernmost portions of Oregon State, Montana, Idaho, and the easternmost portion of Utah.

Recreational Uses

HRMC intends to open the ORV Park to the widest variety of permitted uses to satisfy as much of the existing demand as possible. Established uses at the park include individual recreational activities, competitive and sponsored events, specialized activities. Individual recreational activities may include: MX and ATV practice, trail riding, 4X4 driving.

Competitive, sponsored and organized events may include: MX and ATV racing, 4x4 events, sand drag racing, trail events, and ORV special events.

Specialized recreational activities may include: RV and tent camping, children's play opportunities, ORV shows and merchandising.

ORV safety/use training may include: 4x4 vehicles, motorcycles, ATVs.

Chapter 3 Operation Strategy

The Horn Rapids ORV Park will be managed and operated by HRMC (Ray Coffman and Steve Baze, principals). Originally opened and managed in 1982 by the City of Richland, the ORV Park has served the recreational needs of off road enthusiasts for approximately 25 years. It is the intent of HRMC, with the support of park users, to manage the park toward the end goal of becoming a self sustaining enterprise.

Period of Operation

HRMC plans to operate the park year round, weather permitting. The fall/winter schedule is weekends only. Currently, peak use occurs during March-June and September–November.

Functional Use

Functional use categories for the park include day use, camping, ORV events, and training.

- General Day Use – This category consists of non-competitive type activities including 4x4 vehicle activities, two-wheel motorcycles, and ATVs.
- Camping – Currently the designated camping area accommodates 25 dry campsites and 20 wet campsites for campers, RVs and tents. The facility offers a dump site and restrooms/showers. HRMC intends to upgrade campsite facilities in the MX area to offer water and electric utility hookups and operate the campgrounds year round to generate additional revenue.
- Competitive/Organized Events and Activities – This category includes MX and ATV racing, 4x4 play days, dirt track racing, drag racing, sprint racing, trail events, and rally events.
- Other Recreation Functions – This category includes trail riding, track use, offroad use.

Proposed Fee Schedule

The following represents the proposed fee schedule for HRMC's first season of operation:

| | |
|--|---|
| Camping | \$15.00/night (dry camping) |
| Camping | \$25.00/night (full hookup & includes sewer dump) |
| Open Area Riding (outside of skill based designated area/MX track) | |
| Family | \$5.00/person/day |
| Individual | \$8.00/person/day |
| Spectator | \$3.00/person/day |
| MX Practice | \$15.00/person/day or \$5.00/person/hour up to 3 hour maximum \$10.00/person/day (Richland residents only) |
| All Area Access | |
| Family | \$45.00/day up to 4 immediate family members* \$20.00/day up to 2 immediate family members* *family is defined as a parent or parents, plus unmarried children up to age 18 living at home |
| Richland Resident | \$10.00/person/day |
| Rider Packages | |
| Bronze | \$200 / month (includes 1 spectator) |
| Silver | \$1,000 / year (includes 2 spectators) |
| Gold | \$1,500 / year (includes 2 spectators, unlimited facility use, 1 competition class of choice for PRO and HRMC INC only. Full camping hookups for series of choice HRMC INC. up to 8 evening uses - non event camping) |
| Event Fees | Event gate fees are set by the sponsor per event and a negotiated amount is paid to HRMC. These fees will be reviewed by HRMC on an annual basis to determine cost/benefit. Fees may be adjusted as necessary. |

HRMC has the ability to offer for purchase event insurance to sponsors through its insurance carrier.

HRMC commits to one (1) "free spectator day" per week. Additionally, HRMC intends to pursue other community type events as funding allows: They include but are not limited to:

- Free community days - 3 per year
- Ladies Day, play days, picnics, BBQs, etc.

Practice cards and rider/sponsor opportunity packages will also be considered.

Maintenance and Operation

The maintenance and operational needs of the park fall into three major categories including seasonal needs, buildings, and mechanical systems.

Seasonal needs include the following:

- Season Opening
 - Domestic water on to restrooms and drinking fountains
 - Fill pond with well water for MX track
 - Place garbage cans and picnic tables out to spectator areas and camp ground

- Clean shelters and score towers
- Check fencing for damaged or vandalized areas
- Burn tumbleweeds from fence lines
- Stock restrooms with cleaning and paper supplies
- Irrigation water on when available
- Set timers for MX, Obstacle, 4x4 Track to coordinate with sprint boat, go-kart and radio control model area watering schedules
- Check irrigation systems for proper operation
- Check playground for safety hazards
- Check hoses, nozzles and repair or replace as needed
- Check quick couplers in MX track
- Repair straw bales for tunnel jump as needed
- Check starting gate for proper operation
- Remove sand buildup from along fence lines
- Order additional Port-a-lets as needed
- Pump out disposal site
- Operating Season – as needed basis unless otherwise noted
 - Maintain MX, Obstacle, ATV, and 4X4 tracks
 - Garbage collection
 - Restroom cleaning
 - Prune trees and shrubs
 - Fertilize grass areas
 - Mow grass
 - Flail infield of MX
 - Weed eat grass areas and around cannons on MX
 - Track grooming
 - Track and grass irrigation and repair
 - Mole hill spectator area, grass, shrub irrigation of jeep track
 - Tree well building around pine trees
 - Hose and sprinkler repair
 - Janitorial duties to trailer, restrooms, and maintenance building
 - Tumble weed burning as necessary
 - Setting track markers
 - Building maintenance repairs
 - Vandalism repairs
 - Track changes and re-build
 - Road and parking lot grading
 - Repair of picnic tables, bleachers and fire rings
 - Fence, gate and lock repair
 - Maintain fire breaks
 - Grading for weed control in pit areas
 - Painting of hydrants, drinking fountains, decks, stairs, valve markers, ticket booth, etc
 - Sign maintenance and repair
 - Herbicide program for parking lots and campground
 - Safety inspection of tracks, playground equipment, buildings, tables, etc.
 - Plumbing repairs
 - Clean pond
 - Monitor pump out station

- Clean shelters and score towers (Weekly)
- Open and close park (Daily)
- Season Closing
 - Irrigation winterization
 - Domestic water winterization
 - Clean restrooms
 - Clean shelters and score towers
 - Put garbage cans and picnic tables in storage
 - Repair garbage cans and picnic tables as needed
 - Store hoses and nozzles in maintenance building
 - Maintain tracks (weather pending)
 - Lower count of Port-a-lets
 - Continue to monitor fence lines for tumbleweed build up or vandalism
 - Open and close park
- Off Season
 - Daily - Patrol grounds, keep phone messages and signs current
 - Weekly – Inspect playground for maintenance and safety needs
 - Twice per year – Perform major playground inspections as recommended in the Public Playground Safety Handbook guidelines

Building needs include the following:

- Daily – Clean restrooms, every two hours (if needed) during events
- After use – Clean shelters and score towers
- Weekly – Check all water, drainage and electrical systems
- Monthly – Check irrigation pump station
- Annually – Clean walls, windows, floors and exterior, clean and check roofs and gutters, service all locks of all buildings
- Annually – Winterize and secure all buildings as necessary, facilitate fire extinguisher inspection
- Paint – as needed

Mechanical systems needs include the following:

- Inventory annually
- Schedule service for mechanical systems
- Keep all items in safe working condition, store properly after each use

Management Strategy

HRMC's management strategy for the park is to keep the functional uses available to the general public. This management strategy will facilitate ongoing dialog between HRMC and park users to ensure that the park grows toward the needs of the users. Vendors or concessionaires will be used on an as-needed basis.

In order to increase park revenues and reduce safety hazards a revision in the park layout that allows for congruent, multiple uses is recommended. The campground facilities should also be upgraded and maintained/operated on a year round basis.

In the event that it becomes necessary to engage a vendor or concessionaire in park operations

HRMC will maintain responsibility for assuring compliance with all applicable State and Federal requirements and all IAC Agreement compliance obligations.

All agreements for the operation of IAC assisted projects by vendor/concessionaire or other private organizations or individuals will include the following:

- The right and authority of the HRMC to periodically review the performance of the vendor/concessionaire and terminate the lease or agreement if its terms and the provisions of the grant agreement, including standards of maintenance, public use, and accessibility are not met.

Before execution of the lease/agreement between the HRMC and the vendor or concessionaire, the document will be reviewed and approved by the IAC and the City of Richland.

HRMC may sublease portions of the ORV Park described as the "Premises" in the lease agreement with the City. All sublease agreements shall meet the requirements of HRMC's agreement with the City unless specific circumstances require exceeding the minimum conditions of the agreement. All subleases shall be approved by the City and if necessary the IAC.

Economic Performance

The following financial statement presents the first full year financial forecast for park operations and a five year financial forecast for capital improvements. The associated Budget Forecast Notes provide line item explanations.

Projected Revenue – 1st full year of operation

| | |
|---------------------------------|---------------------|
| Practice fees | \$10,800 |
| Spectators fees | \$2,160 |
| Event Fees - Rider | \$60,000 |
| Event Fees - Spectators | \$52,500 |
| Sponsorships Funds | \$25,000 |
| Educational Classes | \$5,000 |
| Season Passes | \$30,000 |
| Concessions | \$7,500 |
| Total Projected Revenues | \$192,960.00 |

Expenditures – 1st full year of operation

| | |
|---|---------------------|
| Personnel | \$61,888 |
| Insurance | \$32,000 |
| Entity Establishment Costs | \$20,000 |
| Lease Fees | \$3,852 |
| Other Operating Costs | \$62,600 |
| Capital Equipment | \$70,000 |
| Capital Improvements | \$60,000 |
| Total Projected Expenditures | \$310,340.00 |
| Projected Capital Investment by HRMC | \$117,380.00 |

Budget Notes:

- Personnel
 - Park Manager, etc.
 - Oversee day to day activities
 - Available for daily customer support
 - Manage daily funds and safety issues
 - Maintenance of facility
 - Manage and oversee track personnel
 - Reporting daily activities and documentation
- Insurance
 - Based on initial market estimate and assumes purchase of coverage through THE.
- Entity Establishment Costs
 - Charges include corporation set-up fees and related costs, attorney retainer, equipment deposits.
- Lease Fees
 - Assumes 2% of gross revenue up to \$300,000; 3% of gross revenue of \$300,001 and up
- Other Operating Costs
 - Includes all other operating costs such as maintenance and operations.
 - Maintenance tractor/water truck \$2,000
 - PA system upgrade \$1,000
- Capital Equipment

These costs have increased significantly from original submittal (summer 2006) due to missed opportunity.

 - Tractor and accessories \$15,000
 - Dozer \$40,000
 - Water truck \$10,000
 - Utility truck \$5,000
- Capital Improvements
 - Includes immediate site and facility improvements
 - Upgrade track to approved safety standards
 - Establish designated control points for traffic into and out of facility
 - Establish safe staging areas
 - Remove track hazards to ensure visibility and safe flow

Chapter 4 Demand and Need

Operations and Maintenance – Increases in operational personnel, customer service and safety personnel may be necessary as the park grows in attendance and need.

Additional equipment purchases will be necessary to support operations and maintenance activities. The following items are needed for daily park operations but may be purchased, rented or leased as the budget allows. Associated cost estimates have been included but are not limited to:

| | |
|----------------------------|----------|
| Additional full time staff | \$30,000 |
| Grading implements | \$ 8,000 |

Explanation of Needs

- Campgrounds - HRMC intends to upgrade the existing dry camping area to facilitate year-round use. Recreational vehicle campsites will be upgraded to include water and electrical services. Tent campsites will include group water service. Restroom and shower facilities will also be added. The project is anticipated to be completed in stages.
- Signage - Signs throughout the interior of the park as well as at the entrance are needed. These include regulatory, directional and informational signage.
- Entry roads - In order to accommodate the separation of traffic and address current hazards, existing access points must be reconstructed. HRMC recommends inbound traffic be rerouted to the back entrance to the park and outbound traffic exit through the main gate.
- Track separation and layout - The existing track system needs to be separated and changes need to be made in the park layout to accommodate separate use areas. These changes will allow for multiple activities to occur at the same time thereby increasing park usage and revenues. Initial areas identified include: motocross track; skill based tracks; open riding area, ATV, 4x4, training and safety areas; and a drag course.
- Develop kiosks and signage for the park including emergency contacts, evacuation routes, business and user group advertising.
- Future Needs - HRMC encourages Park users to communicate future needs.

Capital Improvement Program

A capital improvement plan is a list of fundable major improvements needed over the next five years. These improvements are arranged in order of need to ensure that the priority projects are addressed first, in accord with available funding. This plan will be reviewed by HRMC annually for needed adjustments.

The projects identified in the improvement plan are designed to ensure the operability and safety of the park, meet ORV user needs, and improve/upgrade the facilities as the budget allows.

Five Year Improvement Plan

| | |
|----------------------|------------------|
| 1 st year | \$60,000 |
| 2 nd year | 180,000 |
| 3 rd year | 100,000 |
| 4 th year | 225,000 |
| 5 th year | 100,000 |
| Total | \$665,000 |

Capital Improvement Projects - Five Year Plan

*This category is for planning purposes only and does not assume grant funding approvals.

| PROJECT | ESTIMATED COST BY YEAR | | | | |
|---|------------------------|-----------|-----------|-----------|-----------|
| | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 |
| Upgrade track to approved standards & starting gate | 45,000 | | | | |
| Signage (enforcement/directional) | 5,000 | | | | |
| Upgrade water system | 10,000 | | | | |
| Improve campground/RV (electrical, water, sanitation upgrades) | | 100,000 | | | |
| Additional track improvements (skill based riding areas) | | 50,000 | | | |
| Continue campground/RV improvements | | 30,000 | 50,000 | | |
| 1 st Phase track lighting & purchase structure | | | 50,000 | | |
| Entry/Exit road surface (widen & move traffic away from users/spectators) | | | | 125,000 | |
| 2 nd Phase track lighting | | | | 100,000 | |
| Complete campground/RV improvements | | | | | 100,000 |
| | | | | | |
| Total - \$665,000 | \$60,000 | \$180,000 | \$100,000 | \$225,000 | \$100,000 |

Other improvements needing immediate attention:

| |
|---|
| Establish control points for ingress/egress |
| Expand spectator area for safe viewing |
| Establish safe staging area |
| Address equipment maintenance |
| Remove track hazards to ensure visibility & safe flow |
| Upgrade sound system |
| Purchase equipment |
| Establish spectator bleacher area |
| Safety fencing |

Chapter 5 Public Involvement

The Horn Rapids ORV Park has a long history of public involvement and HRMC intends to continue that practice. Although the ongoing maintenance and operation of the park will be supported by HRMC, public participation through volunteerism will aid HRMC in pursuing improvement grants.

Many suggestions were received during the development of this plan. HRMC has worked very hard to address concerns and incorporate as many suggestions as practical.

HRMC intends to coordinate and cooperate with all other lessees within the entire ORV Park system.

Chapter 6 Funding Strategy

The funding strategy for the park identifies available opportunities for possible sources of revenue. Revenue sources may include user fees, in-kind/volunteer labor and services, private donations, and grant funds.

User Fees

User fees are a direct funding opportunity available to support the Horn Rapids ORV Park.. Fees for events, day use, camping, and other activities will be collected in order to subsidize the maintenance and operation of the park. Please refer to Operation Strategy, proposed fee schedule for specific activities and associated fees. To the extent possible, HRMC will work with volunteers as a means to reduce fees. Volunteers are encouraged to contact HRMC to discuss service needs, requirements and qualifications and negotiate individual terms.

In-Kind/Volunteer Labor and Services

Volunteer labor and services for the maintenance and operation of the ORV Park may be donated or traded as an offset to individual gate admission, race entry fees and/or season passes. HRMC intends to negotiate individually with interested parties. In some cases, the dollar equivalent of donated labor and services can be used as matching funds for grant funded projects.

Private Donations

Equipment, goods and/or funds may be donated to HRMC and earmarked for public recreational use at the Horn Rapids ORV Park.

Grants

Interagency Committee for Outdoor Recreation (IAC)

- I. Nonhighway and Off-Road Vehicle Activities Program (NOVA) -ORV grant program, Fuel Tax monies, distributed in accordance with RCW 46.09.170

Off-Road Vehicle (ORV) grants primarily assist ATV, four-wheel drive, and dirt bike recreation in both backcountry and competition track environments.

Funding process:

This program involves an open and highly competitive process in which funding relies heavily on an applicant's oral responses to a published set of IAC board approved evaluation questions. The

applicant makes this presentation before an advisory committee assembled by IAC to help prepare funding recommendations. The committee, appointed by IAC's Director, is composed of government representatives and non-highway road, non-motorized, ORV citizen members. IAC staff presents these recommendations to IAC's board for approval.

- No matching funds required.
- Park and recreation plan required.
- Evaluation criteria:
 - Need/Need fulfillment
 - One of the following:
 - Acquisition proposals -Site Suitability
 - Development proposals - Project Design
 - Maintenance proposals - Maintenance
 - Planning proposals – Planning
 - Readiness to Proceed
 - Project Support
 - Cost-Benefit
 - Matching Shares
 - Population Proximity
 - GMA Preference

Grant application timeline (approximate)

- March – letter of intent
- May – Application due
- August – current recreation plan due
- October – evaluation meeting (oral presentation)
- November – Grants awarded

II. Nonhighway and Off-Road Vehicle Activities Program (NOVA) – ORV grant program, ORV permit fees, distributed in accordance with RCWs 46.09.110, 46.09.170, and 46.09.280.

ORV permit fee funds are added to the fuel tax money of the NOVA Off-Road Vehicle grant program and distributed through the IAC NOVA Off-Road Vehicle grant program. The process to secure ORV permit fees is exactly the same as the fuel tax grant process as outlined above.

All NOVA Off-Road Vehicle grant applications are ranked during the evaluation process. Fuel tax money is expended first to ranked projects, then the ORV permit fees are distributed to subsequent projects by a subset of the NOVA advisory committee outlined in RCW 46.09.280 (2).

RCW 46.09.280 (2) After the advisory committee has made recommendations regarding the expenditure of the fuel tax revenue portion of the non-highway and off-road vehicle account moneys, the advisory committee's ORV and mountain biking recreationists, governmental representatives, and land managers will make recommendations regarding the expenditure of funds received under RCW 46.09.110 (Disposition of ORV moneys).

ORV Permit Fee distribution process:

Permit fees are collected under RCW 46.09.070,
Distributed under RCW 46.09.110 & RCW 46.09.170, by a subset of the NOVA committee as outline in RCW 46.09.280 (2).

III. Washington Wildlife Recreation Program (WWRP) grant program.

The ORV track facilities would NOT be eligible for any funding in this category.

RV campground development or renovation at the ORV Park could be eligible for WWRP grant program through the local park category. Projects need to match expressed community priorities to do well in this program. Maintenance and operation funding is NOT available through WWRP, only development and acquisition.

- Park and recreation plan required.
- Minimum matching share of non-IAC funds is 50% for each project.
- Maximum IAC share for acquisition is \$500,000.
- Maximum IAC share for development is \$300,000.

Chapter 7 Performance Standards


1. Completion of improvement projects.
2. Hours of park operation are equal to or exceed hours currently provided by the City
3. Maintenance of facility as defined in this document
4. Payments remitted per the agreement
5. Compliance with reporting and insurance requirements
6. Performance defaults are remedied within 30 days of notice

Chapter 8 Exit Strategy

This exit strategy statement outlines the course of events that will be followed in the event that HRMC can no longer sustain activities at the ORV Park.

In the event that park closure for uses for ORV-related recreation is imminent HRMC will provide notification to the City of Richland and impacted ORV users in a timely manner so as to facilitate ample review and comment, and disclose justification for closure.

Date: 4-06-07



Ray Coffman, President HRMC, Inc.

Steve Baze, Vice President HRMC, Inc.

ACORD™ CERTIFICATE OF LIABILITY INSURANCEDATE (MM/DD/YYYY)
04/05/2007

| | | | |
|---|--|---------------|--|
| PRODUCER JIM BANNON & ASSOCIATES INSURANCE AGENCY INCORPORATED P.O. BOX 48141 SPOKANE, WA 99228, | | 509-482-0880 | THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. |
| INSURED HRMC, LLC. 14620 E. 12TH SPOKANE VALLEY, WA 99037 | | | |
| INSURERS AFFORDING COVERAGE | | NAIC # | |
| INSURER A: T.H.E. INSURANCE COMPANY | | 12866 | |
| INSURER B: | | | |
| INSURER C: | | | |
| INSURER D: | | | |
| INSURER E: | | | |

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | ADD'L INSRD | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS |
|----------|-------------|--|---------------|----------------------------------|-----------------------------------|--|
| A | | GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> PART. LGL LIA SUBLIMIT \$10,000. GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | M7LB6050 | 02/23/07 | 02/23/08 | EACH OCCURRENCE \$ 1,000,000.00 |
| | | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ | | | | |
| | | MED EXP (Any one person) \$ | | | | |
| | | PERSONAL & ADV INJURY \$ 1,000,000.00 | | | | |
| | | GENERAL AGGREGATE \$ | | | | |
| | | PRODUCTS & COMP/OP AGG \$ 1,000,000.00 | | | | |
| | | | | | | |
| | | | | | | |
| | | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | | | | COMBINED SINGLE LIMIT (Ea accident) \$ |
| | | | | | | BODILY INJURY (Per person) \$ |
| | | | | | | BODILY INJURY (Per accident) \$ |
| | | | | | | PROPERTY DAMAGE (Per accident) \$ |
| | | GARAGE LIABILITY <input type="checkbox"/> ANY AUTO | | | | AUTO ONLY > EA ACCIDENT \$ |
| | | | | | | OTHER THAN EA ACC \$ |
| | | | | | | AUTO ONLY: AGG \$ |
| | | EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$ | | | | EACH OCCURRENCE \$ |
| | | | | | | AGGREGATE \$ |
| | | | | | | \$ |
| | | | | | | \$ |
| | | | | | | \$ |
| | | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below | | | | WC STATUS & TORY LIMITS OTH-ER |
| | | | | | | E.L. EACH ACCIDENT \$ |
| | | | | | | E.L. DISEASE > EA EMPLOYEE \$ |
| | | | | | | E.L. DISEASE > POLICY LIMIT \$ |
| | | OTHER | | | | |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

COVERAGE IS FOR MOTOCROSS RACE & PRACTICE EVENTS. IT IS AGREED AND UNDERSTOOD THIS IS A SPECTATOR LIABILITY AND PARTICIPANT INJURY LEGAL LIABILITY POLICY ONLY. NO PARTICIPANT ACCIDENT COVERAGE IS AFFORDED BY THIS POLICY. FOR COVERAGE TO BE EFFECTED, A PREMIUM MUST BE MAILED 24 HOURS PRIOR TO THE EVENT'S COMMENCEMENT. PRACTICE DATE: 04/07/07.

ADDITIONAL INSURED(S): CITY OF RICHLAND, WA.

CERTIFICATE HOLDER

CITY OF RICHLAND
C/O STAN JOHNSON
500 AMON PARK DRIVE
RICHLAND, WA 99352

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

James W. Bannon

**AMENDMENT NUMBER 1
TO THE
HORN RAPIDS ORV PARK
OPERATING LEASE AGREEMENT**

WHEREAS, the City of Richland and HRMC, Inc. entered into the Horn Rapids ORV Park Operating Lease Agreement #~~C47007~~ on April 6, 2007, with respect to operation of the Horn Rapids ORV Park; and C47-07

WHEREAS, the City Council authorized the City Manager to sign a Lease Agreement with the Lessee on August 7, 2007; and

WHEREAS, the parties to that Agreement desire to amend said Agreement by including additional property and facilities into the Agreement; and

WHEREAS, the Premises are amended to be described as that portion of the property within the complex under the jurisdiction and control of the Lessee; and

WHEREAS, this Amendment will include the following changes to the Lease Agreement:

1. The first paragraph, third sentence: the names Ray Coffman and Steve Baze shall be removed.
2. Section 2, "General Description of Property" shall be revised per this Amendment.
3. Section 3, "Scope of Work". The Horn Rapids ORV Park Business Plan, an attachment to the Agreement, shall be modified as follows:

Chapter 3, "Operation Strategy", Competitive/Organized Events and Activities, add:
"Supercross MX/SX."

Chapter 3, "Operation Strategy" Capital Improvements, add: "converting the former sprint boat facility to a supercross track."

4. Section 13, "Improvements", added to the Agreement:
 - Irrigation pump
 - Underground irrigation system
 - Underground electrical distribution system, above ground transformers and other appurtenances
 - 11 picnic tables
 - 32' x 12' modular office building
 - 4 bleachers
 - 10 stadium lights with 4-8 lamps
 - 8 single lamp street lights
 - 18 power pedestals
 - 3 flag poles

5. Page 16, signature of Steve Baze, Vice President, HRMC, Inc. shall be deleted.

NOW THEREFORE, the Horn Rapids ORV Park Operating Lease Agreement is amended to include that portion of the property formerly leased to the Tri-City Watersports Association for the purpose of jet-sprint boat racing, less the parking lot for that facility, within the fenced boundary of the ORV Park, and legally defined as:

A portion of Section 18, Township 10 North, Range 28 East, W.M., the City of Richland, Benton County, Washington, described as follows:

All of said Section 18, lying Southwesterly of the Southwesterly right-of-way of Horn Rapids Road, as described by Quit claim deed recorded under Auditor's file No. 621665 records of said County and State, and Northwesterly of the Northeasterly right-of-way of State Route 240, and Northerly and Easterly of Record of Survey No. 1551 as recorded in Volume 1 of Surveys on Page 1551, records said County and State, and lying Southeasterly of a parcel described by Statutory Warranty deed as recorded under Auditor's file No. 96-26535 records of said County and State.

TOGETHER WITH:

SUPERCROSS MX/SX

A portion of Section 18, Township 10 North, Range 28 East, W.M., the City of Richland, Benton County, Washington, described as follows:

Beginning at the Northeast corner of said Section 18, (found Brass cap); Thence South 00°53'55" West a distance of 5281.89 feet along the East line of said Section 18, to the Southeast corner of said Section 18, (found Stone with "X"). Thence North 00°53'55" East along said East line a distance of 1617.30 feet to a point; Thence North 89°06'05" West leaving said East line a distance of 90.00 feet to the **TRUE POINT of BEGINNING**; Thence North 83°18'56" West a distance of 707.20 feet; Thence South 66°56'25" West a distance of 68.24 feet; Thence South 42°31'51" West a distance 330.09 feet; Thence South 24°37'34" West a distance of 159.06 feet to a tangent point on a curve to the left, said curve having a radius of 350.00 feet; Thence Southerly along the arc of said curve a distance of 503.66 feet, through a central angle of 82°27'02" to it's point of tangency; Thence South 57°49'28" East a distance of 321.57 feet; Thence South 87°31'58" East a distance of 134.51 feet; Thence South 62°36'30" East a distance of 171.13 feet; Thence South 73°35'43" East a distance of 176.47 feet; Thence North 86°39'58" East a distance of 188.57 feet to a point on a line 80.00 feet Westerly and parallel to the East line of said Section 18; Thence North 00°53'55" East a distance of 1068.95 feet along said parallel line; thence North 89°06'05" West a distance of 10.00 feet back to the true point of beginning.

Contains 23.0 acres +/-

EXCEPT THE FOLLOWING DESCRIBED PARCELS:

GO-KART TRACK

A portion of Section 18, Township 10 North, Range 28 East, W.M., The City of Richland, Benton County, Washington, described as follows:

Beginning at the Northeast corner of said Section 18, (found Brass cap); Thence South 00°53'55" West a distance of 5281.89 feet along the East line of said Section 18, to the Southeast corner of said Section 18, (found Stone with "X"). Thence North 00°53'55" East along said East line a distance of 1617.30 feet to a point; Thence North 89°06'05" West leaving said East line a distance of 90.00 feet to the **TRUE POINT of BEGINNING**; Thence North 83°18'56" West a distance of 707.20 feet; Thence North 22°03'51" West a distance of 510.35 feet; Thence North 00°14'30" East a distance of 256.01 feet; Thence North 34°36'54" East a distance of 55.15 feet; Thence North 89°48'28" East a distance of 495.04 feet; Thence North 76°28'03" East a distance of 70.34 feet; Thence North 89°39'43" East a distance of 302.01 feet to a point on a line 100.00 feet Westerly and parallel to the East line of said Section 18; Thence South 00°53'55" West a distance of 47.39 feet along said parallel line; Thence South 89°06'05" East a distance of 10.00 feet to a point on a line 90.00 feet

Westerly and parallel to the East line of said Section 18; Thence South 00°53'55" West a distance of 829.15 feet along said parallel line back to the true point of beginning.

Contains 15.8 acres +/-

TRI-CITY REMOTE CONTROL MODELERS (TCRCM)

A portion of Section 18, Township 10 North, Range 28 East, W.M., The City of Richland, Benton County, Washington, described as follows:

Beginning at the Northeast corner of said Section 18, (found Brass cap); Thence South 00°53'55" West a distance of 5281.89 feet along the East line of said Section 18, to the Southeast corner of said Section 18, (found Stone with "X"). Thence North 00°53'55" East a distance of 4109.56 feet along said East line of said Section 18; Thence North 89°06'03" West leaving said East line a distance of 1894.42 feet to the **TRUE POINT of BEGINNING**; Thence South 29°53'39" West a distance of 294.16 feet to a point; Thence North 70°03'00" West a distance of 896.34 feet to a point; Thence North 17°56'08" East a distance of 281.85 feet to a point; Thence North 73°52'29" East a distance of 1152.18 feet to a point; Thence South 21°54'18" East a distance of 260.83 feet to a non-tangent point on a curve concave to the Southeast, said curve having a radial bearing of S13°01'58" East a distance of 200.00 feet; thence Southwesterly along the arc of said curve a distance of 164.32 feet through a central angle of 47°04'23" to it's point of tangency; Thence South 29°53'39" West a distance of 348.12 feet back to the true point of beginning.

Contains 14.4 acres +/-

TWIN BRIDGES ROAD RIGHT-OF-WAY

A portion of Section 18, Township 10 North, Range 28 East, W.M., and a portion of the Northwest quarter of Section 20, Township 10 North, Range 28 East, W.M., The City of Richland, Benton County, Washington, described as follows:

Beginning at the Northeast corner of said Section 18, (found Brass cap); Thence South 00°53'55" West a distance of 5281.89 feet along the East line of said Section 18, to the Southeast corner of said Section 18, (found Stone with "X"), said Stone being the **TRUE POINT of BEGINNING**; Thence South 38°27'48" West leaving said East line, a distance of 57.43 feet to an angle point; Thence South 35°37'52" West a distance of 4.17 feet to a point on a tangent curve to the left, said curve having a radius of 166.00 feet; Thence Southerly along the arc of said curve a distance 165.44 feet, through a central angle of 57°06'10" to it's point of tangency; Thence South 21°28'18" East a distance of 210.04 feet to a point on a curve to the right, said curve having a radius of 214.00 feet; Thence Southerly along the arc of said curve a distance of 219.76 feet, through a central angle of 58°50'12" to it's point of tangency; Thence South 37°21'54" West a distance of 13.77 feet to a point on the Northerly right-of-way of State Route 240, as shown on Record of Survey No. 1551, as recorded in Volume 1 of Surveys on Page 1551, records of said County and State; Thence North 52°38'06" West a distance of 80.00 feet along said Northerly right-of-way to the Southeast of said Record of Survey No. 1551; Thence North 37°21'52" East leaving said Northerly right-of-way a distance of 13.77 feet along the Easterly line of said Survey to a point on a tangent curve to the left, said curve having a radius of 134.00 feet; Thence Northerly along the arc of said curve and said Easterly line, a distance 137.60 feet, through a central angle of 58°50'12" to it's point of tangency; Thence North 21°28'18" West a distance of 210.04 feet along said Easterly line to a point on a curve to the right, said curve having a radius of 246.00 feet; Thence Northerly along the arc of said curve a distance 245.17 feet, through a central angle of 57°06'10" to it's point of tangency; Thence North 35°37'52" East a distance of 4.17 feet along said Easterly line of said Survey to a point on a curve to the left, said curve having a radius of 74.00 feet; Thence Northerly along the arc of said curve a distance

67.05 feet, through a central angle of 51°54'38" to a point of reverse curve to the right, said curve having a radius of 196.00 feet; Thence Northerly along the arc of said curve a distance 96.41 feet, through a central angle of 28°10'58" along said Easterly line, to it's point of tangency; Thence North 11°54'12" East a distance of 125.11 feet along said Easterly line to the Northeast corner of said Record of Survey No. 1551; Thence South 89°51'29" West leaving said Easterly line along the Northerly line of said Survey, a distance of 7.87 feet to a point; Thence North 00°53'55" East a distance of 1335.25 feet parallel to said East of said Section 18; Thence North 89°06'05" West a distance of 10.00 feet to a point; Thence North 00°53'55" East a distance of 829.15 feet parallel to said East of said Section 18; Thence North 89°06'05" West a distance of 10.00 feet to a point; Thence North 00°53'55" East a distance of 2401.71 feet parallel to said East of said Section 18, to a point on the Southerly right-of-way of Horn Rapid Road; Thence South 72°52'53" East leaving said parallel along said Southerly right-of-way a distance of 104.15 feet to a point on said East line of said Section 18; Thence South 00°53'55" West a distance of 4819.07 feet along said East line back to the true point of beginning.

Contains 11.4 acres +/-

HORN RAPIDS WATER STORAGE RESERVOIR AND OVERFLOW AREA RESERVOIR SITE

A portion of Section 18, Township 10 North, Range 28 East, W.M., The City of Richland, Benton County, Washington, described as follows:

Beginning at the Northeast corner of said Section 18, (found Brass cap); Thence South 00°53'55" West a distance of 5281.89 feet along the East line of said Section 18, to the Southeast corner of said Section 18, (found Stone with "X"). Thence North 00°53'55" East along said East line a distance of 1617.30 feet to a point; Thence North 89°06'05" West leaving said East line a distance of 90.00 feet; Thence North 83°18'56" West a distance of 707.20 feet; Thence South 66°56'25" West a distance of 68.24 feet; Thence South 42°31'51" West a distance 330.09 feet; Thence South 24°37'34" West a distance of 159.06 feet to a tangent point on a curve to the left, said curve having a radius of 350.00 feet; Thence Southerly along the arc of said curve a distance of 503.66 feet, through a central angle of 82°27'02" to it's point of tangency; Thence South 57°49'28" East a distance of 140.04 feet to the **TRUE POINT of BEGINNING**; Thence continuing South 57°49'28" East a distance of 181.53 feet; Thence South 87°31'58" East a distance of 134.51 feet; Thence South 62°36'30" East a distance of 171.13 feet; Thence South 73°35'43" East a distance of 176.47 feet; Thence North 86°39'58" East a distance of 188.57 feet to a point on a line 80.00 feet Westerly and parallel to the East line of said Section 18; Thence South 00°53'55" West a distance of 266.30 feet along said parallel line to a point on the North line of Record of Survey No. 1551, as recorded in Volume 1 of Surveys on Page 1551, records of said County and State; Thence South 89°51'29" West a distance of 792.13 feet along said North line to a point; Thence North 00°08'31" West leaving said North line a distance of 488.29 feet back to the true point of beginning.

Containing 6.2 acres +/-

OVERFLOW AREA

A portion of Section 18, Township 10 North, Range 28 East, W.M., The City of Richland, Benton County, Washington, described as follows:

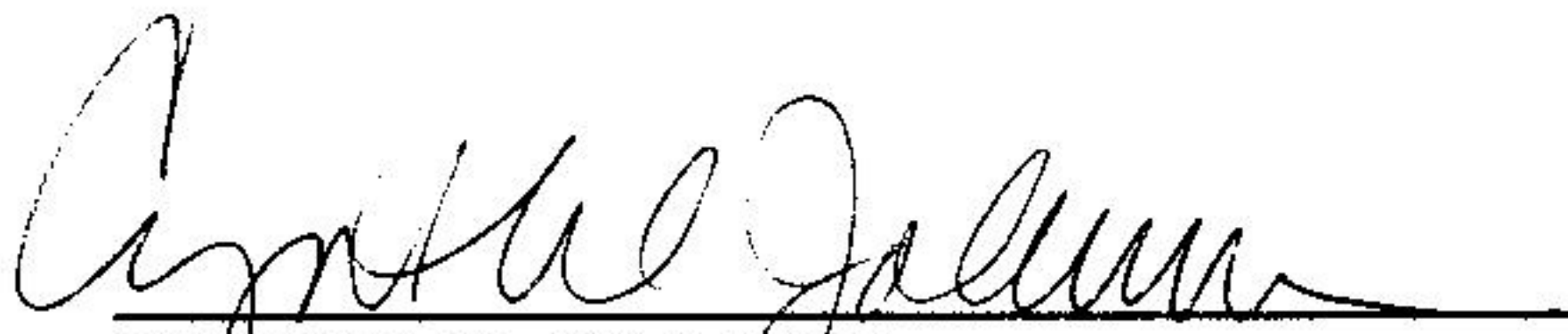
Beginning at the Northeast corner of said Section 18, (found Brass cap); Thence South 00°53'55" West a distance of 5281.89 feet along the East line of said Section 18, to the Southeast corner of said Section 18, (found Stone with "X"). Thence North 00°53'55" East along said East line a distance of 1617.30 feet to a point; Thence North 89°06'05" West

leaving said East line a distance of 90.00 feet; Thence ^{North}~~South~~ 83°18'56" West a distance of 707.20 feet; Thence South 66°56'25" West a distance of 68.24 feet; Thence South 42°31'51" West a distance 330.09 feet; Thence South 24°37'34" West a distance of 159.06 feet to a tangent point on a curve to the left, said curve having a radius of 350.00 feet; Thence Southerly along the arc of said curve a distance of 503.66 feet, through a central angle of 82°27'02" to it's point of tangency; Thence South 57°49'28" East a distance of 140.04 feet; Thence South 00°08'31" East a distance of 488.29 feet to a point on the North line of said Record of Survey No1551, and the **TRUE POINT of BEGINNING**; Thence South 89°51'29" West a distance of 330.40 feet along said North line to the Northwest corner of said Survey and a point on the Northerly right-of-way of State Route 240 as shown on said Record of Survey No. 1551; Thence North 52°38'06" West a distance of 700.00 feet along said Northerly right-of-way; Thence North 37°21'54" East leaving said Northerly right-of-way a distance of 200.00 feet; Thence South 52°38'06" East a distance of 200.00 feet; Thence South 37°21'54" West a distance of 180.00 feet to a point Northerly and 20.00 feet parallel to said Northerly right-of-way; Thence South 52°38'06" East a distance of 493.21 feet along said parallel line to a point that intersects a line 20.00 feet Northerly and parallel to the said North line of said Record of Survey No. 1551; Thence North 89°51'29" East a distance of 323.61 feet along said parallel line; Thence South 00°08'31" East leaving said parallel line a distance of 20.00 feet back to the true point of beginning.

Contains 1.3 acres +/-

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on this 16th day of MAR, 2008.


CITY OF RICHLAND, WASHINGTON


CYNTHIA D. JOHNSON,
City Manager

HRMC, INC.


RAY COFFMAN
President

ATTEST:


DEBRA BARHAM,
Chief Deputy City Clerk

APPROVED AS TO FORM:


THOMAS O. LAMPSON
City Attorney

TO: City Council

Approved for Agenda
Date 8/28/08 *g*

FROM: Parks and Recreation

DATE: September 2, 2008

SUBJECT: APPROVAL OF HORN RAPIDS ORV PARK FEE SCHEDULE INCREASE
OF 37.5 PERCENT WITHIN THE OPERATING LEASE AGREEMENT
WITH HRMC, INC.**RECOMMENDATION**

The Parks and Recreation Commission (PRC) recommends Council approve a one-time fee schedule increase of 37.5 percent for the Horn Rapids ORV Park within the Operating Lease Agreement with HRMC, Inc.

COMMUNITY PRIORITIES☒ Strengthen Economic
Development☐ Improve Our
Quality of Life☒ Be Careful Stewards of Our Public
Resources**FISCAL IMPACT**

HRMC, Inc. pays the City a monthly rental fee of two percent from gross receipts. If the Horn Rapids ORV Park fee schedule increase is approved, then the City's monthly rental fee revenue will increase as well.

BACKGROUND

On **March 20, 2007**, Council approved an Operating Lease Agreement (Agreement) with HRMC, Inc. for the operation of the Horn Rapids ORV Park. The Agreement limits fee schedule increases up to ten percent annually. However, unforeseen expenses since March 2007 have risen to the point that HRMC, Inc. cannot continue to operate at the same service level. Fuel costs have doubled, affecting all aspects of track maintenance. In 2007, HRMC, Inc. endured two minimum wage increases and a reclassification by Washington State Department of Labor and Industries to campground status, further increasing employees costs by 52 percent. In 2008, vandalism has cost HRMC, Inc. \$8,500 to date. In response, the Richland Police Department has agreed to step-up patrols, as all of the vandalism occurred on non-operation days (Monday and Tuesday). Also in 2008, HRMC, Inc. endured a 35 percent increase in operational insurance costs.

No one could have foreseen these increases. Standard business practice necessitates making adjustments in order that an existing level of service is maintained. With the current contractual restrictions, the only alternatives to offset price increases would mean reduced staffing, track grooming, and facility supervision increasing the operation's potential liability risks. The ten percent fee increase restriction has placed a strain on the operational growth of HRMC, Inc. As a result, it will ultimately affect the user. Consistent monitoring of the facility is necessary to maintain and assure a working infrastructure and disciplined use of the facility to ensure maximum safety. All operational funding for this 300-acre facility comes from the revenue of the users. If the Horn Rapids ORV Park is to be self-sustaining, HRMC, Inc. must have adequate operational flexibility or the current level of service cannot be maintained.

Section 8 of the Agreement (Attachment) states:

"If the LESSEE proposes fee increases due to unforeseen incurred operating costs such as fuel, insurance and utilities, in excess of 10% or Minimum Wages increase, such fee increases shall be reviewed by the Parks and Recreation Commission and approved by the City Council."

The Parks and Recreation Commission recommended Council approve the one-time fee increase at their August 14, 2008 meeting.

ANALYSIS

The current day-use fee is \$16.00 per rider (\$11.00 for Richland residents). In comparison:

| Facility and Location | Fee per rider |
|--|----------------------|
| Toes Motocross Park, Royal City, Washington | \$30.00 |
| Woodland, Vancouver, Washington | \$30.00 |
| Washougal Motocross, Washougal, Washington | \$30.00 |
| Burnt Ridge, Silver Creek, Washington | \$25.00 |
| Rogue Valley MX, Medford, Oregon | \$25.00 |
| Albany Motorsports Park, Albany, Oregon | \$25.00 |
| Extreme Motor Sports, Spokane, Washington | \$20.00 |
| Eugene Motorcross, Eugene, Oregon | \$20.00 |
| *Straddleline ORV Park, Grays Harbor, Washington | \$15.00 |

**Straddleline ORV Park is subsidized by a Recreation and Conservation Office (RCO) operating grant, allowing a lower rate.*

A one-time fee increase of 37.5 percent will align HRMC, Inc. with the current market.

| Horn Rapids MX Practice | Current Fee | Proposed Fee | % of Increase |
|--------------------------------|--------------------|---------------------|----------------------|
| Resident | \$11.00 | \$15.00 | 37.5% |
| Non-Resident | \$16.00 | \$22.00 | 37.5% |

Since HRMC, Inc. has managed the Horn Rapids ORV Park, it has been staffed at all times during scheduled hours. HRMC, Inc. employs 18 part-time and five full-time employees, in comparison with the City's past ability to employ less than one employee (.90 FTE) at the Horn Rapids ORV Park.

Operational changes include:

- The main entrance was reconfigured to allow for safer traffic flow and new signage was posted.
- The rules are consistently enforced, with monitoring throughout the day.
- A skill-based riding schedule has been established to ensure riders of similar skill and similar sized machine use the motocross track at the same time, resulting in a significant reduction in medical emergency calls.
- The track is certified and licensed with the State of Washington as an EMS Agency with medical services on-site during events and routine practice.
- HRMC, Inc. supports the Blake Webb Motorcycle Safety Awareness Foundation and uses the Foundation's caution flags, themed 'Grab a Flag, Save a Life!'
- The former jet sprint boat course was converted and now operates as a lighted super-cross facility.
- A \$500,000 RCO grant was awarded in June 2008 for a new bathroom and campground facilities.

With the facility and operational improvements, HRMC, Inc. is ahead of the scheduled capital improvements as noted in the Agreement.

CONCLUSION

Approval of a one-time fee schedule increase of 37.5 percent for the Horn Rapids ORV Park within the Operating Lease Agreement with HRMC, Inc. will align with the current market and allow HRMC, Inc. to maintain a successful level of service at the ORV Park.

PREPARED BY: Laurel Strand, Recreation Program and Facility Manager
 Stan Johnson, Recreation Coordinator

REVIEWED BY: Tom Lampson, City Attorney
 Doug Strong, Parks and Recreation Director

ATTACHMENT

Agreement. LESSEE shall exercise this option by providing written notice of its election to renew at least ninety (90) days prior to the Termination Date of the initial Term or any renewal term of this Agreement. Term renewals shall be approved by the City Council. LESSEE shall not be entitled to renew if it is in default under the terms of this Agreement at the time the option to renew is exercised. The terms and conditions of any renewal shall be the same as set forth in this Agreement, except that rent and/or fees may be recalculated, the required amounts of financial security may be revised, and provisions dealing with hazardous waste or impacts to natural resources may be changed at the time of renewal.

C. Surrender of Premises at End of Term:

Upon expiration or termination of the Term or extended term, as applicable, unless parties agree to renegotiate, LESSEE shall surrender Premises to the CITY in the same or better condition as on the Commencement Date, reasonable wear and tear accepted.

7. RENT

The LESSEE shall pay the CITY a monthly rental fee of (a) 2% of the gross receipts from revenues from operation of the Premises by the LESSEE, for all amounts up to \$300,000; (b) 3% of the gross receipts from the operation of the Premises, for all amounts in excess of \$300,000. The LESSEE shall maintain detailed accounting records in accordance with generally accepted accounting principles and practice to substantiate all rental payments.

The rent shall be paid 10 calendar days after each calendar month during which there are gross receipts from the operation of the Premises.

Within sixty days after the first day of the calendar year the LESSEE shall provide the LESSOR with an operating statement prepared by an Accountant setting forth its gross receipts for the previous calendar year and the basis for calculating the rent set forth herein.

A late charge of 5% will be added to all amounts of rent not received by the 10th calendar day of each month for the proceeding month.

8. ORV PARK FEES

FEE schedules as established in Exhibit "A" may be increased at an annual rate of not to exceed 10% per year.

The fees established in Exhibit "A" may also be adjusted during the term of the contract to reflect changes made in the Minimum State Wage schedule as set by the Washington Department of Labor & Industries. The wages shall be understood to mean the hourly rates including any mandatory insurance and fringe benefits as required by the State.

If the LESSEE proposes fee increases due to unforeseen incurred operating costs such as fuel, insurance and utilities, in excess of 10% or Minimum Wages increase, such fee increases shall be reviewed by the Parks and Recreation Commission and approved by the City Council.

9. UTILITIES

For the initial five year period of the agreement the City shall pay for all utilities associated with the Premises. Utilities shall be renegotiated if Lease Term is extended or renewed. If natural gas, sanitary sewer or any other utilities are provided to the site they shall be extended at the LESSEE'S cost.

**AMENDMENT NUMBER 3
TO THE
HORN RAPIDS ORV PARK
OPERATING LEASE AGREEMENT**

WHEREAS, the City of Richland and HRMC, Inc. entered into the Horn Rapids ORV Park Operating Lease Agreement No. 47-07 on April 6, 2007, with respect to operation of the Horn Rapids ORV Park; and

WHEREAS, the City Council authorized the City Manager to sign a Lease Agreement with the Lessee on August 7, 2007; and

WHEREAS, the parties to that Agreement desire to amend said Agreement by extending the Term of the Agreement; and

WHEREAS, this Amendment will include the following changes to the Lease Agreement:

1. Section 6, "Term", shall be amended to read:

A. Term Defined:

The term of the Agreement is fifteen (15) years (The Term), beginning on the 6th day of April 2007 (the "Commencement Date"), and ending on the 6th day of April 2022 (the "Termination Date"), unless terminated before under the terms of this Agreement.

B. Renewal of Agreement:

LESSEE shall have the option to renew the Agreement for three (3) additional terms of ten (10) years each. Thereafter, the City and LESSEE may agree to renegotiate the terms of the existing Agreement. The LESSEE shall exercise this option by providing written notice of its election . . .

2. Section 7, "Rent", shall be amended by adding:

The rental fee shall be reviewed and negotiated every 10 years, beginning April 6, 2007.

3. Section 9, "Utilities" shall be amended to read:

For the initial five year period of the Agreement the City shall pay all utilities associated with the Premises. Utilities shall be renegotiated every five years. If natural gas, sanitary sewer or any other utilities are extended to the site, it will be at the LESSEE'S cost.

4. Section 13, "Improvements", shall be amended by adding:

G. Inventory. The City and HRMC shall jointly conduct an inventory of all equipment and structures every five years beginning April 7, 2007.

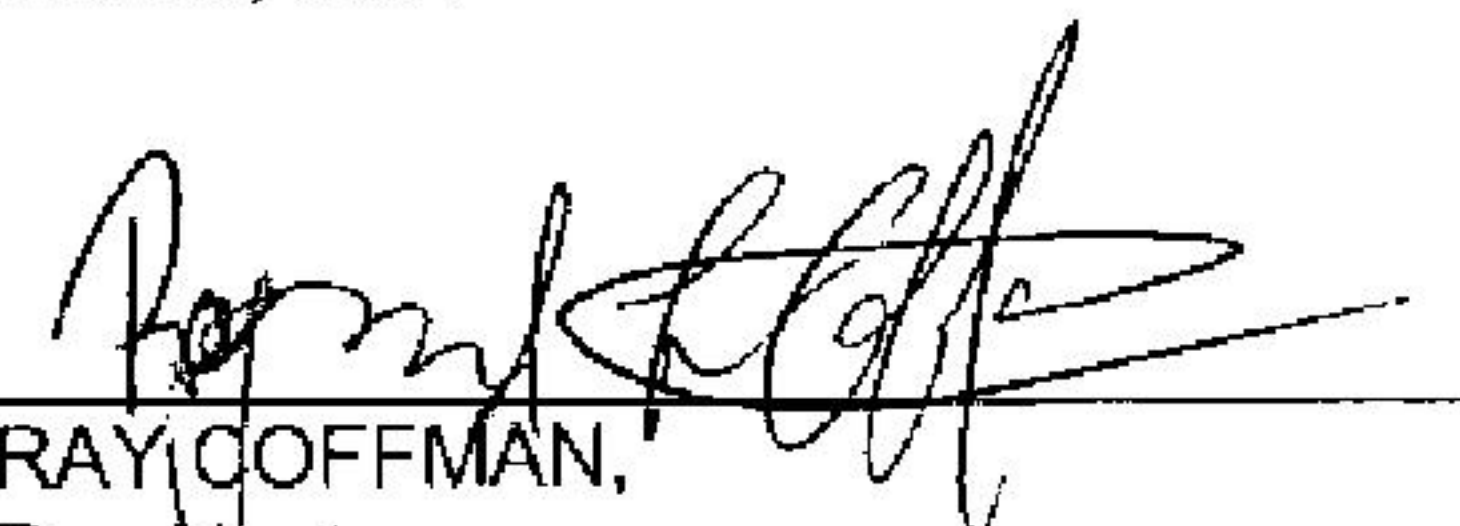
NOW THEREFORE, the Horn Rapids ORV Park Operating Lease Agreement is amended to incorporate the modifications herein; all other terms and conditions of the agreement dated April 6, 2007 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on this 18 day of August, 2010.

CITY OF RICHLAND, WASHINGTON


HRMC, INC.


CYNTHIA D. JOHNSON,
City Manager


RAY COFFMAN,
President

ATTEST:

14620 E. 12th St.
Address


DEBRA BARHAM,
Chief Deputy City Clerk

Spokane, WA 99037
City, State, ZIP

509-496-2958
Phone

APPROVED AS TO FORM:

ray.coffman@hornrapidsmx.com
E-mail


THOMAS O. LAMPSON
City Attorney

FOURTH AMENDMENT TO ORV PARK OPERATING LEASE AGREEMENT

**Between
CITY OF RICHLAND
And
HRMC, INC.**

This **Fourth Amendment** to the April 6, 2007 ORV Park Operating Lease Agreement (hereinafter "Original Agreement") is made and entered into on this 19th day of January, 2016, by and between **HRMC, Inc.** ("HRMC") and the **City of Richland**, a Washington municipal corporation ("City").

I. Recitals

WHEREAS, on March 20, 2007, Richland City Council authorized the City Manager to enter into a Lease Agreement ("Lease") with Ray Coffman and Steve Baze, HRMC, Inc. for operation of the Horn Rapids ORV Park; and

WHEREAS, said Lease was executed on April 6, 2007 and identified as Richland Contract #47-07; and

WHEREAS, on March 16, 2008, a First Amendment to the Lease was executed which incorporated additional property into the leased area and removed Ray Coffman and Steve Baze, in their individual capacity, from the Lease; and

WHEREAS, on September 2, 2008, Richland City Council approved a one-time 37.5 percent increase to the Horn Rapids ORV Park Fee Schedule (referred to as the Second Amendment to the Lease); and

WHEREAS, on August 18, 2010, a Third Amendment was executed which extended the term of the Lease to April 6, 2022 and increased the renewal terms to 10 years; and

WHEREAS, both parties now agree that the Lease should be modified to address the ownership of grant-purchased equipment and improvements, and to clarify the responsibility of grant match requirements.

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 HRMC hereby agree as follows:

II. Agreement

1. Incorporation of Recitals and Ratification. The recitals set forth above are hereby incorporated by reference, and the actions described therein are hereby ratified by the Parties to the Lease.

2. A new Section 33 shall be added to the Lease and shall read as follows:

33. Grants. The City, on behalf of HRMC, may apply for Washington State Recreation and Conservation Office (RCO) and other grants as applicable for development and maintenance of the ORV Park. The City and HRMC shall jointly agree on the scope of the project and grant match responsibilities. Upon receipt of the grant, HRMC shall be responsible for providing all HRMC grant match amounts as specified in the grant application, including but not limited to cash, in-kind services, and materials. HRMC shall be responsible for providing all the necessary documentation to the City to support grant payment invoices. All improvements to the Premises and/or equipment purchased utilizing grant funds are and shall remain the property of the City.

3. Except as expressly modified by this Amendment or previous Amendments, the Lease is and shall continue to be in full force and effect in accordance with the terms thereof.

4. This Amendment shall be construed in accordance with and governed by the laws of the state of Washington.

5. The headings contained in this Amendment are for ease of reference only and shall not be considered in construing this Amendment.

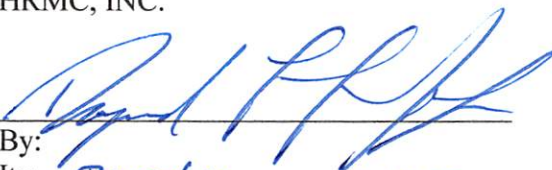
20th IN WITNESS WHEREOF, the Parties have executed this Second Amendment on the day of January, 2016.

CITY OF RICHLAND



CYNTHIA D. REENTS, ICMA-CM
City Manager

HRMC, INC.


By: _____
Its: PRES/HRMC, INC.

APPROVED AS TO FORM:



HEATHER D. KINTZLEY
City Attorney

STATE OF WASHINGTON)

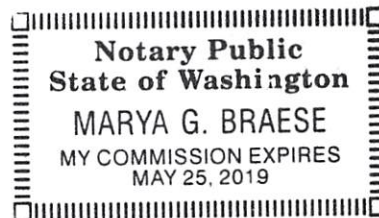
) ss.

County of Spokane)

On this day personally appeared before me Raymond L. Coffman, to me known to be the President of **HRMC, INC.** and the individual who executed the within and foregoing Fourth Amendment to ORV Park Operating Lease Agreement, and acknowledged that said instrument is to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

GIVEN under my hand and official seal this 20th day of January, 2016.

Marya G. Braese
NOTARY PUBLIC in and for the State of
Washington, residing at: Spokane Valley, WA
My Commission Expires: May 25, 2019



STATE OF WASHINGTON)

) ss.

County of Benton)

On this day personally appeared before me CYNTHIA D. REENTS, known to be the CITY MANAGER for the **CITY OF RICHLAND** and the person who executed the within and foregoing Fourth Amendment to ORV Park Operating Lease Agreement and acknowledged that the said instrument is to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that she was authorized to execute said instrument.

GIVEN under my hand and official seal this 11 day of February, 2016.

Debra C Barham
NOTARY PUBLIC in and for the State of
Washington, residing at: Benton County
My Commission Expires: 11/16/16



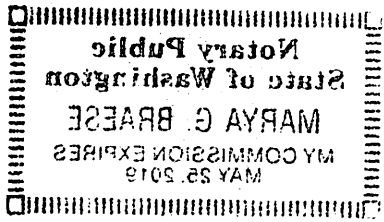
STATE OF WASHINGTON

100

County of King

On this day personally appeared before me JOHN A. BRENNER, Notary Public for the State of Washington, JOHN A. BRENNER, of the County of King, State of Washington, and being duly sworn, he declared that the foregoing is a true and correct copy of the original of the instrument in and to which he was authorized to execute this instrument.

GIVEN under my hand and official seal this 10th day of January, 2010.



JOHN A. BRENNER
NOTARY PUBLIC in and for the State of
Washington, residing at
My Commission Expires 1/10/2010

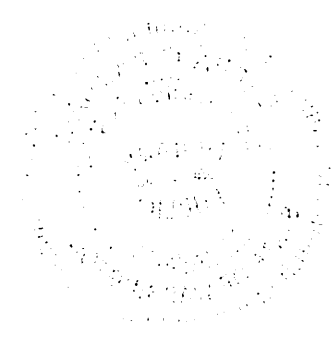
STATE OF WASHINGTON

100

County of Island

On this day personally appeared before me JOHN A. BRENNER, Notary Public for the State of Washington, JOHN A. BRENNER, of the County of Island, State of Washington, and being duly sworn, he declared that the foregoing is a true and correct copy of the original of the instrument in and to which he was authorized to execute this instrument.

GIVEN under my hand and official seal this 11th day of January, 2010.



JOHN A. BRENNER
NOTARY PUBLIC in and for the State of
Washington, residing at
My Commission Expires 1/10/2010

FIFTH AMENDMENT TO ORV PARK OPERATING LEASE AGREEMENT

**Between
CITY OF RICHLAND
And
HRMC, INC.**

This **Fifth Amendment** to the April 6, 2007 Horn Rapids ORV Park Operating Lease Agreement (hereinafter "Lease Agreement") is made and entered into on this 7th day of May, 2019, by and between **HRMC, Inc.** ("HRMC") and the **City of Richland**, a Washington municipal corporation ("City").

I. Recitals

WHEREAS, on March 20, 2007, Richland City Council authorized the City Manager to enter into a Lease Agreement with Ray Coffman and Steve Baze, HRMC, Inc. for operation of the Horn Rapids ORV Park; and

WHEREAS, said Lease Agreement was executed on April 6, 2007 and identified as Richland Contract No. 47-07; and

WHEREAS, on March 16, 2008, a First Amendment to the Lease Agreement was executed which incorporated additional property into the leased area and removed Ray Coffman and Steve Baze, in their individual capacity, from the Lease; and

WHEREAS, on September 2, 2008, Richland City Council approved a one-time 37.5 percent increase to the Horn Rapids ORV Park Fee Schedule (referred to as the Second Amendment to the Lease Agreement); and

WHEREAS, on August 18, 2010, a Third Amendment was executed which extended the term of the Lease Agreement to April 6, 2022 and increased the renewal terms to 10 years; and

WHEREAS, on January 19, 2016, the Parties executed a Fourth Amendment that modified the Lease Agreement to address the ownership of grant-purchased equipment and improvements, and clarified the responsibility of grant match requirements; and

WHEREAS, HRMC, Inc. has need to demonstrate long-term control of the property in order to program the facility with events designed to meet the City's sports tourism objectives; and

WHEREAS, to met this goal, HRMC, Inc. has requested early renewal of the Lease Agreement for another ten (10) years under its first of three (3) contractually authorized term extensions, thereby extending the Lease Agreement termination date to April 6, 2032.

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 HRMC hereby agree as follows:

II. Agreement

1. The recitals set forth above are hereby incorporated by reference, and the actions described therein are hereby ratified by the Parties to the Lease Agreement.
2. The Term identified in Section 6 of the Lease Agreement, as amended, is extended an additional ten (10) years from April 6, 2022 to April 6, 2032 (the "Termination Date"), unless terminated sooner under the terms of the Agreement.
3. Except as expressly modified by this Amendment or previous Amendments, the Lease Agreement is and shall continue to be in full force and effect in accordance with the terms thereof.
4. This Amendment shall be construed in accordance with and governed by the laws of the state of Washington.

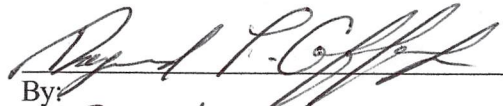
IN WITNESS WHEREOF, the Parties have executed this Fifth Amendment on the date first indicated above.

CITY OF RICHLAND



CYNTHIA D. REENTS
City Manager

HRMC, INC.



By: _____
Its: PRESIDENT

APPROVED AS TO FORM:



HEATHER D. KINTZLEY
City Attorney

STATE OF WASHINGTON)

) ss.

County of Spokane)

On this day personally appeared before me Raymond L. Coffman, to me known to be the President of **HRMC, INC.** and the individual who executed the within and foregoing Fifth Amendment to Horn Rapids ORV Park Operating Lease Agreement, and acknowledged that said instrument is to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

GIVEN under my hand and official seal this 29th day of May, 2019.

Marya B. Braese

NOTARY PUBLIC in and for the State of
Washington, residing at: Spokane Valley, WA
My Commission Expires: 5/25/2023



STATE OF WASHINGTON)

) ss.

County of Benton)

On this day personally appeared before me CYNTHIA D. REENTS, known to be the CITY MANAGER for the **CITY OF RICHLAND** and the person who executed the within and foregoing Fifth Amendment to Horn Rapids ORV Park Operating Lease Agreement and acknowledged that the said instrument is to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that she was authorized to execute said instrument.

GIVEN under my hand and official seal this 31 day of May, 2019.

Debra C Barham

NOTARY PUBLIC in and for the State of
Washington, residing at: BENTON COUNTY
My Commission Expires: 11/16/2020



RESOLUTION NO. 59-19

A RESOLUTION of the City of Richland authorizing a Fifth Amendment to the Horn Rapids ORV Park Operating Lease Agreement.

WHEREAS, on March 20, 2007, the Richland City Council authorized an Operating Lease Agreement (Richland Contract No. C47-07) with Ray Coffman and Steve Baze, owners of Horn Rapids Motorsports Complex, Inc. ("HRMC, Inc.") for operation of the Horn Rapids ORV Park; and

WHEREAS, the Agreement was executed on April 6, 2007; and

WHEREAS, on March 16, 2008, a First Amendment to the Agreement was executed, incorporating additional property and facilities and removing Ray Coffman and Steve Baze in their individual capacities; and

WHEREAS, on September 2, 2008, a Second Amendment was executed, adjusting the Horn Rapids ORV Park Fee Schedule; and

WHEREAS, on August 18, 2010, a Third Amendment was executed, extending the term of the Agreement to April 6, 2022 and providing the option for HRMC, Inc. to renew the Agreement for three (3) additional ten (10) year terms; and

WHEREAS, on January 20, 2016, a Fourth Amendment was executed, describing and clarifying grant application and award responsibilities; and

WHEREAS, on February 21, 2019, the City received a request from HRMC, Inc. to extend the Agreement for an additional ten (10) year term as provided under the Agreement as amended; and

WHEREAS, on April 11, 2019, the Parks and Recreation Commission voted unanimously to advance a favorable recommendation to City Council regarding the requested extension of the Agreement to April 6, 2032.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the City Manager is authorized to sign and execute a Fifth Amendment to the Horn Rapids ORV Park Operating Lease Agreement, thereby extending the term through April 6, 2032.

BE IT FURTHER RESOLVED that all other terms and conditions of the Horn Rapids ORV Park Operating Lease Agreement, as amended, remain unchanged.

BE IT FURTHER RESOLVED that this resolution shall take effect immediately.

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 7th day of May, 2019.




ROBERT J. THOMPSON
Mayor

ATTEST:



DEBBY BARHAM, Deputy City Clerk

APPROVED AS TO FORM:



HEATHER KINTZLEY, City Attorney

SUBLEASE

THIS SUBLEASE is made and entered into this 26th day of February, 2022, by and between HRMC, Inc., a Washington Corporation whose address is 3432 Beardsley Dr. Bldg. A., Richland, WA. 99354 ("Landlord") and Timothy W. Osborn, Suzanne J. Osborn, husband and wife, doing business as Red Dot Paintball, whose address is 345 Molokai Street, Richland, Washington, 99352 ("Tenant").

1. BASIC LEASE PROVISIONS.

- A. Property Address: 3432 Beardsley RD. Bldg. A.
Richland, WA. 99354
- B. Tenant's Address until the Commencement Date: 3430 Beardsley Dr
Richland, WA 99354; thereafter, the Premises.
- C. Landlord's Address (for notices):

HRMC, INC.
3432 Beardsley Dr. Bldg. A
Richland, WA 99354
- D. Prime Landlord:

City of Richland
Attn: P & PF Contracts Administrator
625 Swift Blvd., MS-13
Richland, WA 99352
- E. Prime Landlord's Address (for notices):

City of Richland
Attn: P & PF Contracts Administrator
625 Swift Blvd., MS-13
Richland, WA 99352
- F. Identification of Prime Lease and all amendments thereto:

Dated the 28 day of March, 2022 between HRMC, Inc. as Lessee, and the City of Richland as Lessor, as amended by amendment dated the 28 day of March, 2022.
- G. Sublease Term: April 1, 2022 through April 1, 2032. The Prime Lease contains two (2) five (5) year options for Lessee to extend. Lessee intends to exercise that option, and Tenant agrees, upon exercise of that option, this Lease shall extend an additional five (5) years for 2 terms ending April 1, 2042.

H. **Commencement Date** (subject to change as specified in Section 4 or Section 5 hereof): April 1, 2022

I. **Expiration Date:** Expiration date is April 1, 2032 upon exercise of Lessee's ten (10) year option. Provided Tenant is not in default, and Landlord is in possession, Tenant may exercise two additional five (5) year option (to April 1, 2042) upon written notice to Landlord three months prior to expiration of the initial term, upon a rental rate to be negotiated, but not less than the rental herein reserved, nor greater than a three percent increase, except that if Landlord's rent increases under the Prime Lease greater than three percent, then the Sublease rental amount shall be the greater of three percent or the rental increase under the Prime Lease.

J. **Base Rent:** \$3,408.56 per month through April 26, 2032, per lease schedule. At the time of execution of this Lease, Tenant shall pay Landlord the sum of which sum includes rent for March thru Nov.

K. **Payee of Rent:** HRMC, Inc.

L. **Address for Payment of Rent:** 3432 Beardsley Dr., Bldg. A, Richland, WA 99354 or direct deposit to HRMC, Inc.

M. **Sublease Share:** All utilities payable by Tenant.

N. **Description of Premises:** A portion of the Horn Rapids Motorsports Complex as described as Exhibit A.

O. **Security Deposit:** \$2,500.00 to be made By April 1, 2022

P. **Tenant's Use (set forth with specificity):** Paintball; must be available for ORV use when Paintball is not being played. No other use is permitted except as the Landlord may approve in writing.

2. **PRIME LEASE.** Landlord is the tenant under a Prime Lease (see *City of Richland Contract No.47-07*) with the Prime Landlord identified in *Section 1(D)*, bearing the date specified in *Section 1(F)*. Landlord represents and warrants to Tenant that (a) Landlord has delivered to Tenant a full and complete copy of the Prime Lease and all other agreements between Prime Landlord and Landlord relating to the leasing, use, and occupancy of the Premises, (b) the Prime Lease is, as of the date hereof, in full force and effect, and (c) no event of default has occurred under the Prime Lease and, to Landlord's knowledge, no event has occurred and is continuing which would constitute an event of default but for the requirement of the giving of notice and/or the expiration of the period of time to cure. Tenant shall comply with each condition imposed on Landlord by the Prime Landlord under the Master Lease.

SUBLEASE: 2

3. **SUBLEASE.** Landlord, for and in consideration of the rents herein reserved and of the covenants and agreements herein contained on the part of the Tenant to be performed, hereby subleases to the Tenant, and the Tenant accepts from the Landlord, certain space described in *Section 1(N)* (the "Premises") situated on and a part of the property (the "Property") legally described in *Exhibit A* attached hereto and made a part hereof.

4. **TERM.** Subject to *Section 5*, the term of this Lease (hereinafter "Term") shall commence on the date (hereinafter "Commencement Date") which is the earlier to occur of:

A. The date specified in *Section 1(H)*, provided Landlord shall provide access to the Premises for "set-up" upon Tenant's signature of this Sublease;

B. The Term shall expire on the date ("Expiration Date") specified in *Section 1(I)*, unless sooner terminated as otherwise provided elsewhere in this Sublease.

5. **POSSESSION.** The Premises are to be delivered by Landlord to Tenant AS IS. Taking of possession by Tenant shall be deemed conclusively in current acceptance of the tenant as is.

6. **TENANT'S USE.** The Premises shall be used and occupied only for the Tenant's Use set forth in *Section 1(P)*.

7. **RENT.** Except as otherwise provided in the Rent Schedule herein, beginning on the Commencement Date, Tenant agrees to pay the Base Rent set forth in *Section 1(J)* to the Payee specified in *Section 1(K)*, at the address specified in *Section 1(L)*, or to such other payee or at such other address as may be designated by notice in writing from Landlord to Tenant, without prior demand therefor and without any deduction whatsoever. Base Rent shall be paid in monthly installments in advance on the first day of each month of the Term, except that the first installment of Base Rent shall be paid by Tenant to Landlord upon execution of this Sublease by Tenant. Base Rent shall be pro-rated for partial months at the beginning and end of the Term. All charges, costs and sums required to be paid by Tenant to Landlord under this Sublease in addition to Base Rent shall be deemed "Additional Rent," and Base Rent and Additional Rent shall hereinafter collectively be referred to as "Rent." Tenant's covenant to pay Rent shall be independent of every other covenant in this Lease. If Rent is not paid when due, Tenant shall pay, relative to the delinquent payment, a late charge of 5% if the Rent is not received by the 10th calendar day following the Rent due date.

Rent Schedule:

Pursuant to RCW 84.36.451 and RCW 82.29A.120(1), Landlord pays the Prime Landlord a tax of 12.84% as leasehold excise tax, or such other amount as determined by law from time to time. Tenant shall pay Landlord the leasehold excise tax in the amount attributable to its revenues from operation of the Premises monthly on the date that Rent is payable hereunder. This sum has been included in the rent computation of \$3,408.56 and is subject to change.

8. **PUBLIC RESTROOMS.** Tenant may use the public restroom located 3430 Berkeley Dr. In the event Tenant has more than 200 persons per day, Tenant shall supply "sanitary cans" portable toilets for the occasion or event.

9. **TENANT'S OBLIGATIONS.** Tenant shall be responsible for, and shall pay the following:

A. All utility consumption costs, including without limitation, electric and other charges incurred in connection with lighting, and providing electrical power to the Premises. Tenant shall hold Landlord harmless from all costs or expenses Landlord may incur from Tenant's failure to pay utility bills or to perform any of its obligations with respect to the purchase of utilities.

B. All maintenance, repairs and replacements as to the Premises and its equipment, to the extent Landlord is obligated to perform the same under the Prime Lease.

C. Tenant shall pay for all garbage removal.

D. Tenant shall meet or exceed all current and future industry standards in the operations of its facility.

10. **QUIET ENJOYMENT.** Landlord represents that it has full power and authority to enter into this Sublease, subject to the consent of the Prime Landlord, if required under the Prime Lease. So long as Tenant is not in default in the performance of its covenants and agreements in this Sublease, Tenant's quiet and peaceable enjoyment of the Premises shall not be disturbed or interfered with by Landlord, or by any person claiming by, through, or under Landlord. Except that where the Premises is not used by Tenant it shall be available for ORV use by Landlord and its invitees.

11. **TENANT'S INSURANCE.** Tenant shall procure and maintain, at its own cost and expense, commercial general liability insurance with limits no less than \$2,000,000 per each occurrence; together with property insurance covering the full liability of the Prime Landlord's improvements with no coinsurance provisions. Such liability insurance as is required to be carried by Landlord under the Prime Lease, naming Landlord, as well as Prime Landlord, in the manner required therein, and such property insurance as is required to be carried by Landlord under the Prime Lease to the extent such property insurance pertains to the Premises. If the Prime Lease requires Landlord to insure leasehold improvements or alterations, then Tenant shall insure such leasehold improvements which are located in the Premises, as well as alterations in the Premises made by Tenant. Tenant shall furnish to Landlord a certificate of Tenant's insurance required hereunder not later than ten (10) days prior to Tenant's taking possession of the Premises. Each party hereby waives claims against the other for property damage provided such waiver shall not invalidate the waiving party's property insurance; each party shall attempt to obtain from its insurance carrier a waiver of its right of subrogation. Tenant hereby waives claims against Prime Landlord and Landlord for property damage to the Premises or its contents if and to the extent that Landlord waives such claims against Prime Landlord under the

Prime Lease. Tenant agrees to obtain, for the benefit of Prime Landlord and Landlord, such waivers of subrogation rights from its insurer as are required of Landlord under the Prime Lease. Landlord agrees to use reasonable efforts in good faith to obtain from Prime Landlord a waiver of claims for insurable property damage losses and an agreement from Prime Landlord to obtain a waiver of subrogation rights in Prime Landlord's property insurance, if and to the extent that Prime Landlord waives such claims against Landlord under the Prime Lease or is required under the Prime Lease to obtain such waiver of subrogation rights.

12. ASSIGNMENT OR SUBLETTING

A. Tenant shall not (i) assign, convey or mortgage this Sublease or any interest under it; (ii) allow any transfer thereof or any lien upon Tenant's interest by operation of law; (iii) further sublet the Premises or any part thereof; or (iv) permit the occupancy of the Premises or any part thereof by anyone other than Tenant. Landlord's consent to an assignment of this Sublease or a further sublease of the Premises shall not be unreasonably withheld, and if Landlord consents thereto, Landlord shall use reasonable efforts to obtain the consent of Prime Landlord if such consent is required to be obtained under the Prime Lease. Any cost of obtaining Prime Landlord's consent shall be borne by Tenant.

B. No permitted assignment shall be effective and no permitted sublease shall commence unless and until any default by Tenant hereunder shall have been cured. No permitted assignment or subletting shall relieve Tenant from Tenant's obligations and agreements hereunder and Tenant shall continue to be liable as a principal and not as a guarantor or surety to the same extent as though no assignment or subletting had been made.

13. **RULES.** Tenant agrees to comply with all rules and regulations that Prime Landlord has made or may hereafter from time to time make for the Building. Landlord shall not be liable in any way for damage caused by the non-observance by any of the other tenants of such similar covenants in their leases or of such rules and regulations.

14. **REPAIRS AND COMPLIANCE.** Tenant shall promptly pay for the repairs set forth in *Section 9(B)* hercof and Tenant shall, at Tenant's own expense, comply with all laws and ordinances, and all orders, rules and regulations of all governmental authorities and of all insurance bodies and their fire prevention engineers at any time in force, applicable to the Premises or to Tenant's particular use or manner of use thereof, except that Tenant shall not hereby be under any obligation to comply with any law, ordinance, rule or regulation requiring any structural alteration of or in connection with the Premises, unless such alteration is required by reason of Tenant's particular use or manner of use of the Premises, or a condition which has been created by or at the sufferance of Tenant, or is required by reason of a breach of any of Tenant's covenants and agreements hereunder. As used herein "structure" or "structural" shall have the definition ascribed to it in the Prime Lease or if no specific definition is given therein "structure" or "structural" shall mean that portion of the Building which is integral to the integrity of the Building as an existing

enclosed unit and shall, in any event, include footings, foundation, outside walls, skeleton, bearing columns and interior bearing walls, floor slabs, roof and roofing system.

15. **FIRE OR CASUALTY OR EMINENT DOMAIN.** In the event of a fire or other casualty affecting the Building or the Premises, or of a taking of all or a part of the Building or Premises under the power of eminent domain, Landlord shall not exercise any right which may have the effect of terminating the Prime Lease without first obtaining the prior written consent of Tenant. In the event Landlord is entitled, under the Prime Lease, to a rent abatement as a result of a fire or other casualty or as a result of a taking under the power of eminent domain, then Tenant shall be entitled to the Sublease Share of such rent abatement unless the effect on the Premises of such fire or other casualty or such taking shall be substantially disproportionate to the amount of the abatement, in which event the parties shall equitably adjust the abatement as between themselves, based on the relative impact of the fire or other casualty, or the taking, as the case may be. If the Prime Lease imposes on Landlord the obligation to repair or restore leasehold improvements or alterations, Tenant shall be responsible for repair or restoration of leasehold improvements or alterations; Tenant shall make any insurance proceeds resulting from the loss which Landlord is obligated to repair or restore available to Landlord and shall permit Landlord to enter the Premises to perform the same, subject to such conditions as Tenant may reasonably impose.

16. **ALTERATIONS.** Tenant shall not make any alterations in or additions to the Premises ("Alterations") if to do so would constitute a default under the Prime Lease. If Tenant's proposed Alterations would not constitute a default under the Prime Lease, Landlord's consent thereto shall nonetheless be required, but Landlord's consent to such Alterations shall not be unreasonably withheld, and if Landlord consents thereto, Landlord shall use reasonable efforts to obtain the consent of Prime Landlord, if such consent is required under the Prime Lease. If Alterations by Tenant are permitted or consented to as aforesaid, Tenant shall comply with all of the covenants of Landlord contained in the Prime Lease pertaining to the performance of such Alterations. In addition, Tenant shall indemnify, defend and hold harmless Landlord against liability, loss, cost, damage, liens and expense imposed on Landlord arising out of the performance of Alterations by Tenant.

17. **SURRENDER.** Upon the expiration of this Sublease, or upon the termination of the Sublease or of the Tenant's right to possession of the Premises, Tenant will at once surrender and deliver up the Premises, together with all improvements thereon, to Landlord in good condition and repair, reasonable wear and tear excepted; conditions existing because of Tenant's failure to perform maintenance, repairs or replacements as required of Tenant under this Sublease shall not be deemed "reasonable wear and tear." Said improvements shall include all plumbing, lighting, electrical, heating, cooling and ventilating fixtures and equipment and other articles of personal property used in the operation of the Premises (as distinguished from operations incident to the business of Tenant). Tenant shall surrender to Landlord all keys to the Premises and make known to Landlord the combination of all combination locks which Tenant is permitted to leave on the Premises. All Alterations in or upon the Premises made by Tenant shall become a part of and shall remain upon the Premises upon such termination without compensation.

allowance or credit to Tenant; provided, however, that Landlord shall have the right to require Tenant to remove any Alterations made by Tenant, or portion thereof. Said right shall be exercisable by Landlord's giving written notice thereof to Tenant on or before thirty (30) days prior to such expiration or on or before twenty (20) days after such termination. Tenant shall also remove any Alterations made by Tenant, or portion thereof, which Prime Landlord may require Landlord to remove, pursuant to the terms of the Prime Lease. In any such event, Tenant shall restore the Premises to their condition prior to the making of such Alteration, repairing any damage occasioned by such removal or restoration. If Landlord or Prime Landlord requires removal of any Alteration made by Tenant, or a portion thereof, and Tenant does not make such removal in accordance with this Section, Landlord may remove the same (and repair any damage occasioned thereby), and dispose thereof, or at its election, deliver the same to any other place of business of Tenant, or warehouse the same. Tenant shall pay the costs of such removal, repair, delivery and warehousing on demand. As between Landlord and Tenant, Tenant shall not be required to remove any Alterations performed by Landlord prior to the Commencement Date or to restore the Premises to their condition prior to the making of such Alterations. If, however, the term of the Sublease expires at or about the date of the expiration of the Prime Lease, and if Landlord is required under or pursuant to the terms of the Prime Lease to remove any Alterations performed prior to the Commencement Date, Tenant shall permit Landlord to enter the Premises for a reasonable period of time prior to the expiration of the Sublease, subject to such conditions as Tenant may reasonably impose, for the purpose of removing its Alterations and restoring the Premises as required.

18. REMOVAL OF TENANT'S PROPERTY. Upon the expiration of this Sublease, Tenant shall remove Tenant's articles of personal property incident to Tenant's business ("Trade Fixtures"); provided, however, that Tenant shall repair any injury or damage to the Premises which may result from such removal and shall restore the Premises to the same condition as prior to the installation thereof. If Tenant does not remove Tenant's Trade Fixtures from the Premises prior to the expiration or earlier termination of the Term, Landlord may, at its option, remove the same (and repair any damage occasioned thereby and restore the Premises as aforesaid) and dispose thereof or deliver the same to any other place of business of Tenant, or warehouse the same, and Tenant shall pay the cost of such removal, repair, restoration, delivery or warehousing to Landlord on demand, or Landlord may treat said Trade Fixtures as having been conveyed to Landlord with this Lease as a Bill of Sale, without further payment or credit by Landlord to Tenant.

19. HOLDING OVER. Tenant shall have no right to occupy the Premises or any portion thereof after the expiration of this Sublease or after termination of this Sublease or of Tenant's right to possession in consequence of an Event of Default hereunder. In the event Tenant or any party claiming by, through or under Tenant holds over, Landlord may exercise any and all remedies available to it at law or in equity to recover possession of the Premises, and to recover damages, including without limitation, damages payable by Landlord to Prime Landlord by reason of such holdover. For each and every month or partial month that Tenant or any party claiming by, through or under Tenant remains in occupancy of all or any portion of the Premises after the expiration of this Sublease or after termination of this Sublease or Tenant's right to possession, Tenant shall pay, as minimum

damages and not as a penalty, monthly rental at a rate equal to double the rate of Base Rent and Additional Rent payable by Tenant hereunder immediately prior to the expiration or other termination of this Sublease or of Tenant's right to possession. The acceptance by Landlord of any lesser sum shall be construed as payment on account and not in satisfaction of damages for such holding over.

20. **ENCUMBERING TITLE.** Tenant shall not do any act which shall in any way encumber the title of Prime Landlord in and to the Building or the Property, nor shall the interest or estate of Prime Landlord or Landlord be in any way subject to any claim by way of lien or encumbrance, whether by operation of law by virtue of any express or implied contract by Tenant, or by reason of any other act or omission of Tenant. Any claim to, or lien upon, the Premises, the Building or the Property arising from any act or omission of Tenant shall accrue only against the sublease hold estate of Tenant and shall be subject and subordinate to the paramount title and rights of Prime Landlord in and to the Building and the Property and the interest of Landlord in the premises leased pursuant to the Prime Lease. Without limiting the generality of the foregoing, Tenant shall not permit the Premises, the Building or the Property to become subject to any mechanics', laborers' or materialmen's lien on account of labor or material furnished to Tenant or claimed to have been furnished to Tenant in connection with work of any character performed or claimed to have been performed on the Premises by, or at the direction or sufferance of, Tenant, provided, however, that if so permitted under the Prime Lease, Tenant shall have the right to contest in good faith and with reasonable diligence, the validity of any such lien or claimed lien if Tenant shall give to Prime Landlord and Landlord such security as may be deemed satisfactory to them to assure payment thereof and to prevent any sale, foreclosure, or forfeiture of the Premises, the Building or the Property by reason of non-payment thereof, provided further, however, that on final determination of the lien or claim of lien, Tenant shall immediately pay any judgment rendered, with all proper costs and charges, and shall have the lien released and any judgment satisfied.

21. **INDEMNITY.** Tenant agrees to indemnify Landlord and hold Landlord harmless from all losses, damages, liabilities and expenses which Landlord may incur, or for which Landlord may be liable to Prime Landlord, arising from the acts or omissions of Tenant which are the subject matter of any indemnity or hold harmless of Landlord to Prime Landlord under the Prime Lease.

22. **LANDLORD'S RESERVED RIGHTS.** Landlord reserves the right, on reasonable prior notice, to inspect the Premises, or to exhibit the Premises to persons having a legitimate interest at any time during the Sublease term. Landlord also reserves the right to use the Premises for certain periodic events, in which case 1/30th of the rent will be deducted for use of the paintball facility from the Tenant for each day used by the Landlord. The facility will be used for use as ORV activities. These events will be scheduled in advance and upon approval of Tenant, which approval will not be unreasonably withheld. It is understood that 2 events are currently scheduled for long term consecutive activity: These events are: x-country race type activities early spring (Feb or Mar) for one day and late fall (Nov) for one day each.

23. **DEFAULTS.** Tenant further agrees that any one or more of the following events shall be considered Events of Default as said term is used herein, that is to say, if:

A. Tenant shall be adjudged an involuntary bankrupt, or a decree or order approving, as properly filed, a petition or answer filed against Tenant asking reorganization of Tenant under the Federal bankruptcy laws as now or hereafter amended, or under the laws of any State, shall be entered, and any such decree or judgment or order shall not have been vacated or stayed or set aside within sixty (60) days from the date of the entry or granting thereof; or

B. Tenant shall file, or admit the jurisdiction of the court and the material allegations contained in, any petition in bankruptcy, or any petition pursuant or purporting to be pursuant to the Federal bankruptcy laws now or hereafter amended, or Tenant shall institute any proceedings for relief of Tenant under any bankruptcy or insolvency laws or any laws relating to the relief of debtors, readjustment of indebtedness, reorganization, arrangements, composition or extension; or

C. Tenant shall make any assignment for the benefit of creditors or shall apply for or consent to the appointment of a receiver for Tenant or any of the property of Tenant; or

D. Tenant shall admit in writing its inability to pay its debts as they become due; or

E. The Premises are levied on by any revenue officer or similar officer; or

F. A decree or order appointing a receiver of the property of Tenant shall be made and such decree or order shall not have been vacated, stayed or set aside within sixty (60) days from the date of entry or granting thereof; or

G. Tenant shall abandon the Premises during the term hereof; or

H. Tenant shall default in any payment of Rent required to be made by Tenant hereunder when due as herein provided and such default shall continue for five (5) days after notice thereof in writing to Tenant; or

I. Tenant shall default in securing insurance or in providing evidence of insurance as set forth in *Section 11* of this Sublease or shall default with respect to lien claims as set forth in *Section 20* of this Sublease and either such default shall continue for five (5) days after notice thereof in writing to Tenant; or

J. Tenant shall, by its act or omission to act, cause a default under the Prime Lease and such default shall not be cured within the time, if any permitted for such cure under the Prime Lease; or

K. Tenant shall default in any of the other covenants and agreements herein contained to be kept, observed and performed by Tenant, and such default shall continue for thirty (30) days after notice thereof in writing to Tenant.

24. **REMEDIES.** Upon the occurrence of any one or more Events of Default, Landlord may exercise any remedy against Tenant which Prime Landlord may exercise for default by Landlord under the Prime Lease.

25. **SECURITY DEPOSIT.** To secure the faithful performance by Tenant of all the covenants, conditions and agreements in this Sublease set forth and contained on the part of Tenant to be fulfilled, kept, observed and performed including, but not by way of limitation, such covenants and agreements in this Sublease which become applicable upon the termination of the same by re-entry or otherwise, Tenant has deposited with Landlord the Security Deposit as specified in *Section 1(f)* on the understanding that: (a) the Security Deposit or any portion thereof not previously applied, or from time to time, such one or more portions thereof, may be applied to the curing of any default that may then exist, without prejudice to any other remedy or remedies which Landlord may have on account thereof, and upon such application Tenant shall pay Landlord on demand the amount so applied which shall be added to the Security Deposit so the same may be restored to its original amount; (b) should the Prime Lease be assigned by Landlord, the Security Deposit or any portion thereof not previously applied may be turned over to Landlord's assignee and if the same be turned over as aforesaid, Tenant hereby releases Landlord from any and all liability with respect to the Security Deposit and/or its application or return; (c) if permitted by law, Landlord or its successor shall not be obligated to hold the Security Deposit as a separate fund, but on the contrary may commingle the same with its other funds; (d) if Tenant shall faithfully fulfill, keep, perform and observe all of the covenants, conditions and agreements in this Sublease set forth and contained on the part of Tenant to be fulfilled, kept, performed and observed, the sum deposited or the portion thereof not previously applied, shall be returned to Tenant without interest no later than thirty (30) days after the expiration of the Term of this Sublease or any renewal or extension thereof, provided Tenant has vacated the Premises and surrendered possession thereof to Landlord at the expiration of the Term or any extension or renewal thereof as provided herein; (e) in the event that Landlord terminates this Sublease or Tenant's right to possession by reason of an Event of Default by Tenant, Landlord may apply the Security Deposit against damages suffered to the date of such termination and/or may retain the Security Deposit to apply against such damages as may be suffered or shall accrue thereafter by reason of Tenant's default; (f) in the event any bankruptcy, insolvency, reorganization or other creditor-debtor proceedings shall be instituted by or against Tenant, or its successors or assigns, the Security Deposit shall be deemed to be applied first to the payment of any Rent due Landlord for all periods prior to the institution of such proceedings, and the balance, if any, of the Security Deposit may be retained or paid to Landlord in partial liquidation of Landlord's damages.

26. **NOTICES AND CONSENTS.** All notices, demands, requests, consents or approvals which may or are required to be given by either party to the other shall be in writing and shall be deemed given when received or refused if sent by United States

registered or certified mail, postage prepaid, return receipt requested or if sent by overnight commercial courier service (a) if to Tenant, addressed to Tenant at the address specified in Section 1(B) or at such other place as Tenant may from time to time designate by notice in writing to Landlord or (b) if for Landlord, addressed to Landlord at the address specified in Section 1(C) or at such other place as Landlord may from time to time designate by notice in writing to Tenant. Each party agrees promptly to deliver a copy of each notice, demand, request, consent or approval from such party to Prime Landlord and promptly to deliver to the other party a copy of any notice, demand, request, consent or approval received from Prime Landlord. Such copies shall be delivered by overnight commercial courier.

27. PROVISIONS REGARDING SUBLEASE. This Sublease and all the rights of parties hereunder are subject and subordinate to the Prime Lease. Each party agrees that it will not, by its act or omission to act, cause a default under the Prime Lease. In furtherance of the foregoing, the parties hereby confirm, each to the other, that it is not practical in this Sublease agreement to enumerate all of the rights and obligations of the various parties under the Prime Lease and specifically to allocate those rights and obligations in this Sublease agreement. Accordingly, in order to afford to Tenant the benefits of this Sublease and of those provisions of the Prime Lease which by their nature are intended to benefit the party in possession of the Premises, and in order to protect Landlord against a default by Tenant which might cause a default or event of default by Landlord under the Prime Lease:

A. Provided Tenant shall timely pay all Rent when and as due under this Sublease, Landlord shall pay, when and as due, all base rent, additional rent and other charges payable by Landlord to Prime Landlord under the Prime Lease;

B. Except as otherwise expressly provided herein, Landlord shall perform its covenants and obligations under the Prime Lease which do not require for their performance possession of the Premises and which are not otherwise to be performed hereunder by Tenant on behalf of Landlord. For example, Landlord shall at all times keep in full force and effect all insurance required of Landlord as tenant under the Prime Lease.

C. Except as otherwise expressly provided herein, Tenant shall perform all affirmative covenants and shall refrain from performing any act which is prohibited by the negative covenants of the Prime Lease, where the obligation to perform or refrain from performing is by its nature imposed upon the party in possession of the Premises. If practicable, Tenant shall perform affirmative covenants which are also covenants of Landlord under the Prime Lease at least five (5) days prior to the date when Landlord's performance is required under the Prime Lease. Landlord shall have the right to enter the Premises to cure any default by Tenant under this Section.

D. Landlord shall not agree to an amendment to the Prime Lease which might have an adverse effect on Tenant's occupancy of the Premises or its use of the Premises for their intended purpose, unless Landlord shall first obtain Tenant's prior written approval thereof.

E. Landlord hereby grants to Tenant the right to receive all of the services and benefits with respect to the Premises which are to be provided by Prime Landlord under the Prime Lease. Landlord shall have no duty to perform any obligations of Prime Landlord which are, by their nature, the obligation of an owner or manager of real property. For example, Landlord shall not be required to provide the services or repairs which the Prime Landlord is required to provide under the Prime Lease. Landlord shall have no responsibility for or be liable to Tenant for any default, failure or delay on the part of Prime Landlord in the performance or observance by Prime Landlord of any of its obligations under the Prime Lease, nor shall such default by Prime Landlord affect this Sublease or waive or defer the performance of any of Tenant's obligations hereunder except to the extent that such default by Prime Landlord excuses performance by Landlord, under the Prime Lease. Notwithstanding the foregoing, the parties contemplate that Prime Landlord shall, in fact, perform its obligations under the Prime Lease and in the event of any default or failure of such performance by Prime Landlord, Landlord agrees that it will, upon notice from Tenant, make demand upon Prime Landlord to perform its obligations under the Prime Lease and, provided that Tenant specifically agrees to pay all costs and expenses of Landlord and provides Landlord with security reasonably satisfactory to Landlord to pay such costs and expenses, Landlord will take appropriate legal action to enforce the Prime Lease.

28. **ADDITIONAL SERVICES.** Landlord shall cooperate with Tenant to cause Prime Landlord to provide services required by Tenant in addition to those otherwise required to be provided by Prime Landlord under the Prime Lease. Tenant shall pay Prime Landlord's charge for such services promptly after having been billed therefor by Prime Landlord or by Landlord. If at any time a charge for such additional services is attributable to the use of such services both by Landlord and by Tenant, the cost thereof shall be equitably divided between Landlord and Tenant.

29. **PRIME LANDLORD'S CONSENT.** This Sublease and the obligations of the parties hereunder are expressly conditioned upon Landlord's obtaining prior written consent hereto by Prime Landlord, if such written consent is required under the Prime Lease. Tenant shall promptly deliver to Landlord any information reasonably requested by Prime Landlord (in connection with Prime Landlord's approval of this Sublease) with respect to the nature and operation of Tenant's business and/or the financial condition of Tenant. Landlord and Tenant hereby agree, for the benefit of Prime Landlord, that this Sublease and Prime Landlord's consent hereto shall not (a) create privity of contract between Prime Landlord and Tenant; (b) be deemed to have amended the Prime Lease in any regard (unless Prime Landlord shall have expressly agreed in writing to such amendment); or (c) be construed as a waiver of Prime Landlord's right to consent to any assignment of the Prime Lease by Landlord or any further subletting of premises leased pursuant to the Prime Lease, or as a waiver of Prime Landlord's right to consent to any assignment by Tenant of this Sublease or any sub-subletting of the Premises or any part thereof. Prime Landlord's consent shall, however, be deemed to evidence Prime Landlord's agreement that Tenant may use the Premises for the purpose set forth in *Section 1(R)* and that Tenant shall be entitled to any waiver of claims and of the right of subrogation for

damage to Prime Landlord's property if and to the extent that the Prime Lease provides such waivers for the benefit of Landlord. If Prime Landlord fails to consent to this Sublease within thirty (30) days after the execution and delivery of this Sublease, either party shall have the right to terminate this Sublease by giving written notice thereof to the other at any time thereafter, but before Prime Landlord grants such consent.

30. **BROKERAGE.** Each party warrants to the other that it has had no dealings with any broker or agent in connection with this Sublease and covenants to pay, hold harmless and indemnify the other party from and against any and all costs (including reasonable attorneys' fees), expense or liability for any compensation, commissions and charges claimed by any broker or agent with respect to this Sublease or the negotiation thereof on behalf of such party.

31. **FORCE MAJEURE.** Landlord shall not be deemed in default with respect to any of the terms, covenants and conditions of this Sublease on Landlord's part to be performed, if Landlord's failure to timely perform same is due in whole or in part to any strike, lockout, labor trouble (whether legal or illegal), civil disorder, failure of power, restrictive governmental laws and regulations, riots, insurrections, war, shortages, accidents, casualties, acts of God, acts caused directly by Tenant or Tenant's agents, employees and invitees or any other cause beyond the reasonable control of Landlord. This Section shall not be applicable, however, if Landlord's failure timely to perform creates a default by Landlord under the prime Lease.

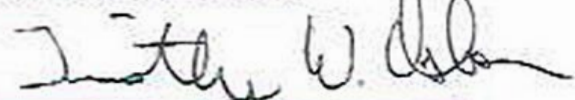
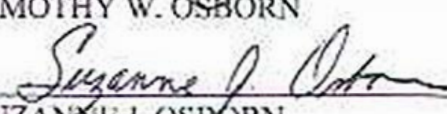
32. **ADDITIONAL PROVISIONS.** This Lease shall be governed by the law of the State of Washington. The parties consent to jurisdiction in any federal or state court sitting in the State of Washington. Venue for any dispute hereunder shall be Benton County, Washington. The prevailing party in any such dispute shall be entitled to recover from the other party its costs and reasonable attorney fees, including attorney fees on appeal and in any bankruptcy or receivership proceeding.

The parties have executed this Sublease the day and year first above written.

HRMC, Inc.


By: PRES. / HRMC, INC.

RED DOT PAINTBALL


TIMOTHY W. OSBORN

SUZANNE J. OSBORN

STATE OF WASHINGTON)

County of Spokane) ss.

On this 12th day of April, 2022, before me the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared to me Raymond Coffman, to me known to be the President of HRMC, INC., the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute the said instrument.

WITNESS my hand the day and year first above written.



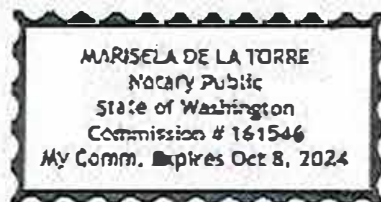
Cynthia A. Lloyd
Notary Public in and for the State of
Washington, residing at Spokane
My Commission Expires: October 03, 2023

STATE OF WASHINGTON)

County of Benton) ss.

On this 29 day of March, 2022, before me the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared to me Timothy W. Osborn and Suzanne J. Osborn, d/b/a Red Dot Paintball, the individuals that executed the foregoing instrument, and acknowledged under oath the said instrument to be their free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand the day and year first above written.



[Signature]
Notary Public in and for the State of
Washington, residing at Pasco
My Commission Expires: Oct 08, 2024

EXHIBIT "A"

A portion of the property legally described as:

A PORTION OF SECTION 18, TOWNSHIP 10 NORTH, RANGE 28 EAST, W.M., THE CITY OF RICHLAND, BENTON COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

ALL OF SAID SECTION 18, LYING SOUTHWESTERLY OF THE SOUTHWESTERLY RIGHT-OF-WAY OF HORN RAPIDS ROAD, AS DESCRIBED BY QUIT CLAIM DEED RECORDED UNDER AUDITOR'S FILE NO. 621665 RECORDS OF SAID COUNTY AND STATE, AND NORTHWESTERLY OF THE NORTHEASTERLY RIGHT-OF-WAY OF STATE ROUTE 240, AND NORTHERLY AND EASTERLY OF A PARCEL 1 OF RECORD OF SURVEY NO. 3487 DESCRIBED BY STATUTORY WARRANTY DEED RECORDED UNDER AUDITOR'S FILE NO. 2005-026115, RECORDS OF SAID COUNTY AND STATE, AND LYING SOUTHEASTERLY OF A PARCEL DESCRIBED BY STATUTORY WARRANTY DEED AS RECORDED UNDER AUDITOR'S FILE NO. 96-26535 RECORDS OF SAID COUNTY AND STATE.

EXCEPT

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 10, NORTH, RANGE 20 EAST, W.M., CITY OF RICHLAND, BENTON COUNTY, WASHINGTON AS DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 18; THENCE NORTH 00° 57' 05" EAST 1617.97 FEET ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 18 TO A POINT; THENCE NORTH 89° 02' 55" WEST 93.20 FEET LEAVING SAID EAST LINE TO A POINT ON A FENCE, SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE NORTH 83° 14' 45" WEST 702.71 FEET ALONG A FENCE TO A POINT; THENCE NORTH 00° 06' 38" EAST 479.65 FEET ALONG A FENCE; THENCE SOUTH 89° 03' 11" WEST 192.00 FEET ALONG A FENCE; THENCE NORTH 01° 36' 50" EAST 255.00 FEET ALONG A FENCE; THENCE NORTH 32° 04' 54" EAST 52.88 FEET ALONG A FENCE; THENCE NORTH 89° 59' 17" EAST 493.00 FEET ALONG A FENCE; THENCE NORTH 77° 53' 36" EAST 71.59 FEET ALONG A FENCE; THENCE NORTH 89° 59' 17" EAST 296.00 FEET ALONG A FENCE; THENCE SOUTH 00° 21' 11" WEST 874.02 FEET ALONG A FENCE BACK TO THE TRUE POINT OF BEGINNING.

EXCEPT

THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 10, NORTH RANGE 28 EAST, W.M., CITY OF RICHLAND, BENTON COUNTY, WASHINGTON MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 18 SAID POINT BEING A STONE WITH AN 'X', THENCE NORTH 00° 57' 05" EAST 1066.63 FEET ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER OF SECTION 18; (SAID

LINE BEING THE BASIS OF BEARING AS SHOWN ON RECORD OF SURVEY NUMBER 2173) TO A POINT ON SAID EAST LINE; THENCE NORTH 89° 02' 55" WEST LEAVING SAID EAST LINE 80.00 FEET TO THE "TRUE POINT OF BEGINNING"; THENCE CONTINUING NORTH 89° 02' 55" WEST 1215.93 FEET; THENCE NORTH 00° 57' 05" EAST 1380.24 FEET; THENCE NORTH 89° 59' 17" EAST 302.49 FEET; THENCE SOUTH 00° 12' 20" E 114.00 FEET; THENCE NORTH 89° 33' 54" EAST 189.41 FEET TO A FENCE CORNER; THENCE SOUTH 00° 07' 02" WEST 653.61 FEET TO A FENCE CORNER; THENCE SOUTH 83° 14' 45" EAST 715.97 FEET ON A LINE PROJECTED THROUGH A FENCE CORNER TO A POINT BEING 80.00 FEET WEST OF THE EAST LINE OF SAID SOUTHEAST QUARTER OF SECTION 18, MEASURED AT RIGHT ANGLES TO SAID EAST LINE; THENCE SOUTH 00° 57' 05" WEST 550.00 FEET PARALLEL TO SAID EAST LINE OF SAID SECTION TO THE TRUE POINT OF BEGINNING.

EXCEPT

That portion currently leased to the Tri-City Remote Control Modelers.

Reference documents: U.S.A. to the City of Richland Auditor's file No. 2003.046817
Records of said County and State.

Record of Survey No. 3487 as recorded in Volume I of Surveys on Page 3487 under Auditor's file No. 2005-019982 records of said County and State.

The intent of this description is to clarify the boundaries of the Horn Rapids Triangle ORV Park as established by the Master Plan Report. The only change from the original description is the portion sold per said Record of Survey No. 3487.

A copy of a blueprint attached hereto as Exhibit "B" highlights the portion of the property that is subleased and is shown in the color pink and marked 4WD Obstacle course. The 4WD Obstacle course is totally fenced in its perimeter, no paintball will be allowed outside this property area as shown in the blueprint section.

The Portion of parking used for Red Dot Paintball is the immediate parking area including restroom, which is also included within the pink area.

r:\horne\orc\teachwithme\8-9-10.doc



CITY OF RICHLAND
OFFICE OF THE CITY MANAGER
625 Swift Boulevard, MS-04
Richland, WA 99352
Telephone (509) 942-7381
Fax (509) 942-7379

CI.RICHLAND.WA.US • 509-942-7390

July 18, 2022

Raymond Coffman, President
HRMC, INC.
3432 Beardsley Dr.
Richland, WA 99354

RE: Sublease to Sandstorm Beach Volleyball; Prime Lease Contract Number 47-07

Dear Mr. Coffman:

The City has reviewed your request to sublease a portion of the Horn Rapids ORV Park to Sandstrom Beach Volleyball. This letter serves as permission to modify the Sx facility to incorporate volleyball courts. Lease terms and conditions related to tenant improvements will apply.

The City of Richland wishes Sandstrom Beach Volleyball the best of luck in their endeavors. We appreciate your efforts to provide additional recreational opportunities at the Horn Rapids ORV Park.

Sincerely,

Jon Amundson, ICMA-CM
City Manager

cc: Contract File No. 47-07



Exhibit 3

Public notices and affidavits



CITY OF RICHLAND NOTICE OF APPLICATION, PUBLIC HEARING (Z2023-107)

Notice is hereby given that the City of Richland, has filed a change of zoning application to rezone approximately 366 acres near the intersection of Twin Bridges Road and State Highway 240 from Agricultural (AG) to Public Parks and Facilities (PPF). This change of zoning is intended to implement the Comprehensive Plan which designates this area as Developed Open Space. The site is generally located west of Twin Bridges Road, east of Beardsley Road, north of State Highway Route 240, and south of Horn Rapids Road this parcel is specifically known as parcel number APN 118081000002001 along with the unaffected portion to the south of the highway, only the portion north of State Highway Route 240 is subject to this zone change.

A public hearing on the proposed site plan review will be held before the Hearing Examiner on Monday, September 11, 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.

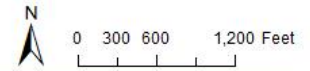
Environmental Review: The proposal is not subject to environmental review according to WAC 197-11-904.

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, September 1st, 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, September 10th, 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: 3229 Twin Bridges Road Rezone
Applicant: City of Richland
File #: Z2023-107



AFFIDAVIT OF POSTING

STATE OF WASHINGTON)
) ss.
COUNTY OF BENTON)

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

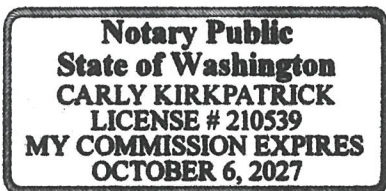
1. I am an employee in the Planning Division of the Development Services Department for the City of Richland.

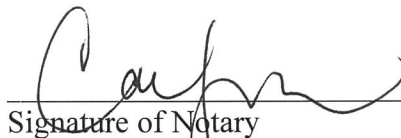
2. On the 21st day of August, 2023, I posted the attached NOTICE OF PUBLIC HEARING, File Number Z2023-107 (3229 Twin Bridges Road Rezone) in the following location:

Near the south west corner entrance to the Outdoor Recreational Vehicle Park, approximately 1,150 feet north from the Twin Bridges Road and State Highway Route 240 intersection along the western edge of Twin Bridges Road. (parcel # 1-18081000002001), Richland WA.


Signed: Kyle Hendricks

SIGNED AND SWORN to before me this 21st day of August, 2023, by Kyle Hendricks.




Signature of Notary

Carly Kirkpatrick
Printed Name

Notary Public in and for the State of Washington,

Residing in Benton County

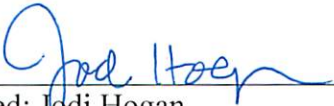
My appointment expires: Oct. 6, 2027

AFFIDAVIT OF MAILING

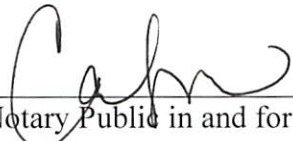
STATE OF WASHINGTON)
) ss.
COUNTY OF BENTON)

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 August, 2023, I mailed a copy of the attached NOTICE OF PUBLIC HEARING (Z2023-107 3229 Twin Bridges 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 September 11, 2023.


Signed: Jodi Hogan

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


Notary Public in and for the State of Washington,




Print Name

Residing at Benton County

My appointment expires: Oct. 6, 2027

NOTARY PUBLIC
State of Washington
CARLY KIRKPATRICK
LICENSE # 210279
MY COMMISSION EXPIRES
OCTOBER 6, 2021



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 | 458054 | Print Legal Ad-IPL01363690 - IPL0136369 | HE PHN Z 2023-107 | \$175.01 | 1 | 59 L |

Attention: Jennifer Anderson

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

janderson@ci.richland.wa.us

CITY OF RICHLAND NOTICE OF APPLICATION AND PUBLIC HEARING

Notice is hereby given that the City of Richland has filed a change of zoning application to rezone approximately 366 acres near the intersection of Twin Bridges Road and State Highway Route 240 from Agricultural (AG) to Public Parks and Facilities (PPF). This change of zoning is intended to implement the Comprehensive Plan which designates this area as Developed Open Space. The site is generally located west of Twin Bridges Road, east of Beardsley Road, north of State Highway Route 240, and south of Horn Rapids Road. This parcel is specifically known as parcel number APN 118081000002001, along with the unaffected portion to the south of the highway; only the portion north of State Highway Route 240 is subject to this zone change.

The Richland Hearing Examiner will conduct a public hearing on the proposed rezoning on **Monday, September 11, 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.us 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 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, September 1, 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, September 10, 2023; however, verbal comments may be presented during the public hearing.

Date Published: Sunday, August 27, 2023
IPL0136369
Aug 27 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 08/27/2023, and ending on 08/27/2023 and that said newspaper was regularly distributed to its subscribers during all of this period.

1 insertion(s) published on:

08/27/23

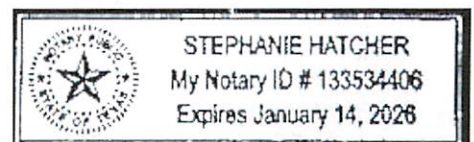
Stefani Beard

(Signature of Legals Clerk)

Sworn to and subscribed before me this 28th day of August 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!




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 | 458054 |  Print Legal Ad-IPL0136369 - IPL0136369 | HE PHN Z 2023-107 | \$175.01 | 1 | 59 L |

Attention: (company)
CITY OF RICHLAND/LEGALS
625 SWIFT BLVD. MS-05
RICHLAND, WA 99352

janderson@ci.richland.wa.us

CITY OF RICHLAND NOTICE OF APPLICATION AND PUBLIC HEARING

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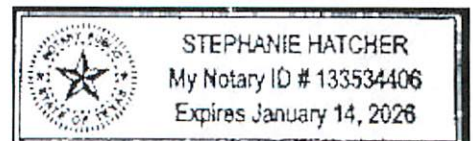
Stefani Beard

(Signature of Legals Clerk)

Sworn to and subscribed before me this 28th day of August 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 4

Staff comments

Hendricks, Kyle

From: Rodgers,Deborah (CONTR) - TERR-TRI CITIES RMHQ <dxrodgers@bpa.gov>
Sent: Friday, September 1, 2023 12:37 PM
To: Hendricks, Kyle
Cc: Cummings,Nicole M (BPA) - TERR-TRI CITIES RMHQ; Kinch,James L (BPA) - TERR-BELL-1
Subject: RE: [EXTERNAL] Z2023-107 3229 Twin Bridges Rd Zone Change

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

Kyle,

Bonneville Power Administration's (BPA) has had the opportunity to review 606 Columbia Pt Dr. SP2023-109, to rezone approximately 366 acres of land from Agriculture (AG) to Public Parks and Facilities. The property is generally located west of Twin Bridges Road, east of Beardsley Road, north of State Highway Route 240, and south of Horn Rapids Road in Richland, WA.

In researching our records, we have found that this proposal will not directly impact BPA facilities approximately 1200 feet north 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, by email at nmcummings@bpa.gov or Luke Kinch at (509) 468-3095, by email at JLKinch@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: Friday, August 18, 2023 11:01 AM
To: Acevedo, Mizaël <macevedo@CI.RICHLAND.WA.US>; Ashley Garza <agarza3605@gmail.com>; Ashley Morton <AshleyMorton@ctuir.org>; Aviation <AviationLandUse@wsdot.wa.gov>; Badger Mountain Irrigation District <bmidmanager@badgermountainirrigation.com>; Benton County - Segregations <Segregations@co.benton.wa.us>; Benton PUD, Broadband <osp@noanet.net>; Benton PUD, Electrical <engservice@bentonpud.org>; Bill Barlow <bbarlow@bft.org>; Buechler, Ken <KBuechler@CI.RICHLAND.WA.US>; Carrie Thompson <carrie.thompson@bnsf.com>; Casey Barney, Yakama Nation <Casey_Barney@Yakama.com>; Clark Posey <clark.posey@co.benton.wa.us>; Corrine Camuso, Yakama Nation <Corrine_Camuso@Yakama.com>; Hamilton, Craig <C.Hamilton@bces.wa.gov>; DAHP SEPA Reviews <sepa@dahp.wa.gov>; DAlessandro, Carlo <cdalessandro@CI.RICHLAND.WA.US>; Damrell, Kevin <kdamrell@CI.RICHLAND.WA.US>; Darrick Dietrich <darrick@basindisposal.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>; Doan, Charles <cdoan@ci.richland.wa.us>; Eric Mendenhall <emendenhall@westrichland.org>; Erin Hockaday (BFHD senior env health manager) <erin.hockaday@bfhd.wa.gov>; FormerOrchards@ecy.wa.gov; gis@co.benton.wa.us; Greg Wendt <greg.wendt@co.benton.wa.us>; Hester, Laura <lhester@CI.RICHLAND.WA.US>; Hill, Kelly <khill@CI.RICHLAND.WA.US>; Jack Howard <jack.howard@bfhd.wa.gov>;

Jason McShane <jmcsbane@kid.org>; Jessica Lally, Yakama Nation <Jessica_Lally@Yakama.com>; John Lyle <john.lyle@bentoncleanair.org>; Jordon, Joshua <jojordon@CI.RICHLAND.WA.US>; Joseph Cottrell <jecottrell@bpa.gov>; Junior Campos <junior.campos@charter.com>; Katherine Cichy <katherine.cichy@ziply.com>; Kelly Cooper <kelly.cooper@doh.wa.gov>; Kevin Knodel <kevin.knodel@rsd.edu>; Kevin Sliger <KSliger@bft.org>; KID Development <development@kid.org>; KID Webmaster <webmaster@kid.org>; M. Deklyne <mjdeklyne@bpa.gov>; Map BCES <map@bces.wa.gov>; Mattheus, Pamela <pmattheus@CI.RICHLAND.WA.US>; Michael Tovey <michael.tovey@ziply.com>; Nancy Lang <langn@bentonpud.org>; Noah Lee <noah.lee@bentoncleanair.org>; Noah Oliver, Yakama Nation <Noah_Oliver@Yakama.com>; Orr, Bruce <borr@CI.RICHLAND.WA.US>; Paul Gonseth <gonsetp@wsdot.wa.gov>; Reathafor, Jason <JReathafor@CI.RICHLAND.WA.US>; Review Team <reviewteam@commerce.wa.gov>; Richard Krasner <richard.krasner@rsd.edu>; USPS Richland Postmaster <99352RichlandWA-Postmaster@usps.gov>; Robin Priddy <robin.priddy@bentoncleanair.org>; Schiessl, Joe <JSchiessl@CI.RICHLAND.WA.US>; SEPA Center <sepacenter@dnr.wa.gov>; SEPA Register <separegister@ecy.wa.gov>; SEPA Unit <sepaunit@ecy.wa.gov>; Seth DeFoe <SDefoe@kid.org>; South Central Region Planning <scplanning@wsdot.wa.gov>; Steve Davenport AICP Growth Management WDC Planner <steve.davenport@commerce.wa.gov>; Tyutyunnik, Ruvim <rtyutyunnik@CI.RICHLAND.WA.US>; WA Dept of Fish & Wildlife <rittemwr@dfw.wa.gov>; WA Dept of Fish & Wildlife <lopezla@dfw.wa.gov>; WDFW <R3Planning@dfw.wa.gov>; Westphal, Nichole <nwestphal@ci.richland.wa.us>; Whittier, John <jwhittier@CI.RICHLAND.WA.US>

Subject: [EXTERNAL] Z2023-107 3229 Twin Bridges Rd Zone Change

Hello,

Attached is a referral packet for a zone change request by the City of Richland. The request is to change the zoning of approximately 366 acres of land from Agriculture (AG) to Public Parks and Facilities (PPF) in order to comply with the Comprehensive plan of Developed Open Space (DOS). This land is home to the Horn Rapids Outdoor Recreational Vehicle facility. The site is generally located west of Twin Bridges Road, east of Beardsley Road, north of State Highway Route 240, and south of Horn Rapids Road this parcel is specifically known as parcel number APN 118081000002001 along with the unaffected portion to the south of the highway, only the portion north of State Highway Route 240 is subject to this zone change. The parcel (APN 118081000002001) does include a portion south of State Route 240, however this portion is not subject to the zone change. This proposal is exempt from environmental review according to WAC 197-11-904.

Please review and reply with any comments by end of day Friday September 1st, 2023

Thank you,



Kyle Hendricks

Planner

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

(509) 942-7683

Disclaimer: Emails and attachments sent to or from the City of Richland are public records subject to release under the Washington Public Records Act, Chapter 42.56 RCW. Sender and Recipient have no expectation of privacy in emails transmitted to or from the City of Richland.

Hendricks, Kyle

From: Buechler, Ken
Sent: Friday, September 1, 2023 3:46 PM
To: Hendricks, Kyle
Subject: RE: Z2023-107 3229 Twin Bridges Rd Zone Change

Fire is also good with this one as well.



Kenneth Buechler

Fire Marshal

625 Swift Blvd., MS-16 | Richland, WA 99352

(509) 942-7556

(509) 578-9321

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

Sent: Friday, August 18, 2023 11:01 AM

To: Acevedo, Mizael <macevedo@CI.RICHLAND.WA.US>; Ashley Garza <agarza3605@gmail.com>; Ashley Morton <AshleyMorton@ctuir.org>; Aviation <AviationLandUse@wsdot.wa.gov>; Badger Mountain Irrigation District <bmidmanager@badgermountainirrigation.com>; Benton County - Segregations <Segregations@co.benton.wa.us>; Benton PUD, Broadband <osp@noanet.net>; Benton PUD, Electrical <engservice@bentonpud.org>; Bill Barlow <bbarlow@bft.org>; Buechler, Ken <KBuechler@CI.RICHLAND.WA.US>; Carrie Thompson <carrie.thompson@bnsf.com>; Casey Barney, Yakama Nation <Casey_Barney@Yakama.com>; Clark Posey <clark.posey@co.benton.wa.us>; Corrine Camuso, Yakama Nation <Corrine_Camuso@Yakama.com>; Hamilton, Craig <C.Hamilton@bces.wa.gov>; DAHP SEPA Reviews <sepa@dahp.wa.gov>; DAlessandro, Carlo <cdalessandro@CI.RICHLAND.WA.US>; Damrell, Kevin <kdamrell@CI.RICHLAND.WA.US>; Darrick Dietrich <darrick@basindisposal.com>; Davis, Deanna <d.davis@bces.wa.gov>; Deborah Rodgers <dxrodders@bpa.gov>; Deskins, John <jdeskins@CI.RICHLAND.WA.US>; Doan, Charles <cdoan@ci.richland.wa.us>; Eric Mendenhall <emendenhall@westrichland.org>; Erin Hockaday (BFHD senior env health manager) <erin.hockaday@bfhd.wa.gov>; FormerOrchards@ecy.wa.gov; gis@co.benton.wa.us; Greg Wendt <greg.wendt@co.benton.wa.us>; Hester, Laura <lhester@CI.RICHLAND.WA.US>; Hill, Kelly <khill@CI.RICHLAND.WA.US>; Jack Howard <jack.howard@bfhd.wa.gov>; Jason McShane <jmcshane@kid.org>; Jessica Lally, Yakama Nation <Jessica_Lally@Yakama.com>; John Lyle <john.lyle@bentoncleanair.org>; Jordon, Joshua <jojordon@CI.RICHLAND.WA.US>; Joseph Cottrell <jecottrell@bpa.gov>; Junior Campos <junior.campos@charter.com>; Katherine Cichy <katherine.cichy@ziply.com>; Kelly Cooper <kelly.cooper@doh.wa.gov>; Kevin Knodel <kevin.knodel@rsd.edu>; Kevin Sliger <KSliger@bft.org>; KID Development <development@kid.org>; KID Webmaster <webmaster@kid.org>; M. Deklyne <mjdekyne@bpa.gov>; Map BCES <map@bces.wa.gov>; Mattheus, Pamela <pmattheus@CI.RICHLAND.WA.US>; Michael Tovey <michael.tovey@ziply.com>; Nancy Lang <langn@bentonpud.org>; Noah Lee <noah.lee@bentoncleanair.org>; Noah Oliver, Yakama Nation <Noah_Oliver@Yakama.com>; Orr, Bruce <borr@CI.RICHLAND.WA.US>; Paul Gonseth <gonsetp@wsdot.wa.gov>; ReathaFord, Jason <JReathaFord@CI.RICHLAND.WA.US>; Review Team <reviewteam@commerce.wa.gov>; Richard Krasner <richard.krasner@rsd.edu>; USPS Richland Postmaster <99352RichlandWA-Postmaster@usps.gov>; Robin Priddy <robin.priddy@bentoncleanair.org>; Schiessl, Joe <JSchiessl@CI.RICHLAND.WA.US>; SEPA Center <sepacenter@dnr.wa.gov>; SEPA Register <separegister@ecy.wa.gov>; SEPA Unit <sepaunit@ecy.wa.gov>; Seth DeFoe <SDefoe@kid.org>; South Central Region Planning <scplanning@wsdot.wa.gov>; Steve Davenport AICP Growth Management WDC Planner <steve.davenport@commerce.wa.gov>; Tyutyunnik, Ruvim <rtyutyunnik@CI.RICHLAND.WA.US>; WA Dept of Fish & Wildlife <rittemwr@dfw.wa.gov>; WA Dept of Fish & Wildlife <lopezlal@dfw.wa.gov>; WDFW <R3Planning@dfw.wa.gov>; Westphal, Nichole <nwestphal@ci.richland.wa.us>;

Whittier, John <jwhittier@CI.RICHLAND.WA.US>

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Thank you,



Kyle Hendricks

Planner

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Hendricks, Kyle

From: Chris Sittman <CSittman@kid.org>
Sent: Wednesday, August 23, 2023 9:53 AM
To: Hendricks, Kyle
Subject: RE: Z2023-107 3229 Twin Bridges Rd Zone Change

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

KID has no comments.

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: Friday, August 18, 2023 11:01 AM
To: Acevedo, Mizael <macevedo@CI.RICHLAND.WA.US>; Ashley Garza <agarza3605@gmail.com>; Ashley Morton <AshleyMorton@ctuir.org>; Aviation <AviationLandUse@wsdot.wa.gov>; Badger Mountain Irrigation District <bmidmanager@badgermountainirrigation.com>; Benton County - Segregations <Segregations@co.benton.wa.us>; Benton PUD, Broadband <osp@noanet.net>; Benton PUD, Electrical <engservice@bentonpud.org>; Bill Barlow <bbarlow@bft.org>; Buechler, Ken <KBuechler@CI.RICHLAND.WA.US>; Carrie Thompson <carrie.thompson@bnsf.com>; Casey Barney, Yakama Nation <Casey_Barney@Yakama.com>; Clark Posey <clark.posey@co.benton.wa.us>; Corrine Camuso, Yakama Nation <Corrine_Camuso@Yakama.com>; Hamilton, Craig <C.Hamilton@bces.wa.gov>; DAHP SEPA Reviews <sepa@dahp.wa.gov>; DAlessandro, Carlo <cdalessandro@CI.RICHLAND.WA.US>; Damrell, Kevin <kdamrell@CI.RICHLAND.WA.US>; Darrick Dietrich <darrick@basindisposal.com>; Davis, Deanna <d.davis@bces.wa.gov>; Deborah Rodgers <dxrogers@bpa.gov>; Deskins, John <jdeskins@CI.RICHLAND.WA.US>; Doan, Charles <cdoan@ci.richland.wa.us>; Eric Mendenhall <emendenhall@westrichland.org>; Erin Hockaday (BFHD senior env health manager) <erin.hockaday@bfhd.wa.gov>; FormerOrchards@ecy.wa.gov; gis@co.benton.wa.us; Greg Wendt <greg.wendt@co.benton.wa.us>; Hester, Laura <lhester@CI.RICHLAND.WA.US>; Hill, Kelly <khill@CI.RICHLAND.WA.US>; Jack Howard <jack.howard@bfhd.wa.gov>; Jason McShane <JMcShane@kid.org>; Jessica Lally, Yakama Nation <Jessica_Lally@Yakama.com>; John Lyle <john.lyle@bentoncleanair.org>; Jordon, Joshua <jojordon@CI.RICHLAND.WA.US>; Joseph Cottrell <jecottrell@bpa.gov>; Junior Campos <junior.campos@charter.com>; Katherine Cichy <katherine.cichy@ziply.com>; Kelly Cooper <kelly.cooper@doh.wa.gov>; Kevin Knodel <kevin.knodel@rsd.edu>; Kevin Sliger <KSliger@bft.org>; Development <development@kid.org>; Matthew Berglund <MBerglund@kid.org>; M. Deklyne <mjdeklyne@bpa.gov>; Map BCES <map@bces.wa.gov>; Mattheus, Pamela <pmattheus@CI.RICHLAND.WA.US>; Michael Tovey <michael.tovey@ziply.com>; Nancy Lang <langn@bentonpud.org>; Noah Lee <noah.lee@bentoncleanair.org>; Noah Oliver, Yakama Nation <Noah_Oliver@Yakama.com>; Orr, Bruce <borr@CI.RICHLAND.WA.US>; Paul Gonseth <gonsetp@wsdot.wa.gov>; ReathaFord, Jason <JReathaFord@CI.RICHLAND.WA.US>; Review Team <reviewteam@commerce.wa.gov>; Richard Krasner <richard.krasner@rsd.edu>; USPS Richland Postmaster <99352RichlandWA-Postmaster@usps.gov>; Robin Priddy <robin.priddy@bentoncleanair.org>; Schiessl, Joe <JSchiessl@CI.RICHLAND.WA.US>; SEPA Center <sepacenter@dnr.wa.gov>; SEPA Register <separegister@ecy.wa.gov>; SEPA Unit <sepaunit@ecy.wa.gov>; Seth Defoe

<SDefoe@kid.org>; South Central Region Planning <scplanning@wsdot.wa.gov>; Steve Davenport AICP Growth Management WDC Planner <steve.davenport@commerce.wa.gov>; Tyutyunnik, Ruvim <rtutyunnik@CI.RICHLAND.WA.US>; WA Dept of Fish & Wildlife <rittemwr@dfw.wa.gov>; WA Dept of Fish & Wildlife <lopezlal@dfw.wa.gov>; WDFW <R3Planning@dfw.wa.gov>; Westphal, Nichole <nwestphal@ci.richland.wa.us>; Whittier, John <jwhittier@CI.RICHLAND.WA.US>
Subject: Z2023-107 3229 Twin Bridges Rd Zone Change

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Hello,

Attached is a referral packet for a zone change request by the City of Richland. The request is to change the zoning of approximately 366 acres of land from Agriculture (AG) to Public Parks and Facilities (PPF) in order to comply with the Comprehensive plan of Developed Open Space (DOS). This land is home to the Horn Rapids Outdoor Recreational Vehicle facility. The site is generally located west of Twin Bridges Road, east of Beardsley Road, north of State Highway Route 240, and south of Horn Rapids Road this parcel is specifically known as parcel number APN 118081000002001 along with the unaffected portion to the south of the highway, only the portion north of State Highway Route 240 is subject to this zone change. The parcel (APN 118081000002001) does include a portion south of State Route 240, however this portion is not subject to the zone change. This proposal is exempt from environmental review according to WAC 197-11-904.

Please review and reply with any comments by end of day Friday September 1st, 2023

Thank you,



Kyle Hendricks

Planner

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

(509) 942-7683

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Hendricks, Kyle

From: WSDOT Aviation Land Use Inquiries and Application Submittals
<AviationLandUse@WSDOT.WA.GOV>
Sent: Monday, August 21, 2023 10:04 AM
To: Hendricks, Kyle
Subject: RE: [EXTERNAL] Z2023-107 3229 Twin Bridges Rd Zone Change

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

M Hendricks,

WSDOT Aviation Division reviewed the provided documents on 08/21/2023. We have no comments.

Cheers,

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

From: Hendricks, Kyle <khendricks@ci.richland.wa.us>
Sent: Friday, August 18, 2023 11:01 AM
To: Acevedo, Mizael <macevedo@CI.RICHLAND.WA.US>; Ashley Garza <agarza3605@gmail.com>; Ashley Morton <AshleyMorton@ctuir.org>; WSDOT Aviation Land Use Inquiries and Application Submittals <AviationLandUse@WSDOT.WA.GOV>; Badger Mountain Irrigation District <bmidmanager@badgermountainirrigation.com>; Benton County - Segregations <Segregations@co.benton.wa.us>; Benton PUD, Broadband <osp@noanet.net>; Benton PUD, Electrical <engservice@bentonpud.org>; Bill Barlow <bbarlow@bft.org>; Buechler, Ken <KBuechler@CI.RICHLAND.WA.US>; Carrie Thompson <carrie.thompson@bnsf.com>; Casey Barney, Yakama Nation <Casey_Barney@Yakama.com>; Clark Posey <clark.posey@co.benton.wa.us>; Corrine Camuso, Yakama Nation <Corrine_Camuso@Yakama.com>; Hamilton, Craig <C.Hamilton@bces.wa.gov>; DAHP SEPA Reviews <sepa@dahp.wa.gov>; DAlessandro, Carlo <cdalessandro@CI.RICHLAND.WA.US>; Damrell, Kevin <kdamrell@CI.RICHLAND.WA.US>; Darrick Dietrich <darrick@basindisposal.com>; Davis, Deanna <d.davis@bces.wa.gov>; Deborah Rodgers <dxrogers@bpa.gov>; Deskins, John <jdeskins@CI.RICHLAND.WA.US>; Doan, Charles <cdoan@ci.richland.wa.us>; Eric Mendenhall <emendenhall@westrichland.org>; Erin Hockaday (BFHD senior env health manager) <erin.hockaday@bfhd.wa.gov>; FormerOrchards@ecy.wa.gov; gis@co.benton.wa.us; Greg Wendt <greg.wendt@co.benton.wa.us>; Hester, Laura <lhester@CI.RICHLAND.WA.US>; Hill, Kelly <khill@CI.RICHLAND.WA.US>; Jack Howard <jack.howard@bfhd.wa.gov>; Jason McShane <jmcshane@kid.org>; Jessica Lally, Yakama Nation <Jessica_Lally@Yakama.com>; John Lyle <john.lyle@bentoncleanair.org>; Jordon, Joshua <jojordon@CI.RICHLAND.WA.US>; Joseph Cottrell <jecottrell@bpa.gov>; Junior Campos <junior.campos@charter.com>; Katherine Cichy <katherine.cichy@ziply.com>; Cooper, Kelly (DOH) <Kelly.Cooper@DOH.WA.GOV>; Kevin Knodel <kevin.knodel@rsd.edu>; Kevin Sliger <KSliger@bft.org>; KID Development <development@kid.org>; KID Webmaster <webmaster@kid.org>; M. Deklyne <mjdekyne@bpa.gov>; Map BCES <map@bces.wa.gov>; Mattheus, Pamela <pmattheus@CI.RICHLAND.WA.US>; Michael Tovey <michael.tovey@ziply.com>; Nancy Lang <langn@bentonpud.org>; Noah Lee <noah.lee@bentoncleanair.org>; Noah Oliver, Yakama Nation <Noah_Oliver@Yakama.com>; Orr, Bruce <borr@CI.RICHLAND.WA.US>; Gonseth, Paul <GonsetP@wsdot.wa.gov>; Reathaford, Jason <JReathaford@CI.RICHLAND.WA.US>; Review Team <reviewteam@commerce.wa.gov>; Richard Krasner <richard.krasner@rsd.edu>; USPS Richland Postmaster <99352RichlandWA-Postmaster@usps.gov>; Robin Priddy

<robin.priddy@bentoncleanair.org>; Schiessl, Joe <JSchiessl@CI.RICHLAND.WA.US>; SEPA Center <sepacenter@dnr.wa.gov>; SEPA Register <separegister@ecy.wa.gov>; SEPA Unit <sepaunit@ecy.wa.gov>; Seth DeFoe <SDefoe@kid.org>; WSDOT SC Planning Mailbox <SCPlanning@WSDOT.WA.GOV>; Davenport, Steve (COM) <Steve.Davenport@commerce.wa.gov>; Tyutyunnik, Ruvim <rtyutyunnik@CI.RICHLAND.WA.US>; WA Dept of Fish & Wildlife <rittemwr@dfw.wa.gov>; WA Dept of Fish & Wildlife <lopezlal@dfw.wa.gov>; WDFW <R3Planning@dfw.wa.gov>; Westphal, Nichole <nwestphal@ci.richland.wa.us>; Whittier, John <jwhittier@CI.RICHLAND.WA.US>

Subject: [EXTERNAL] Z2023-107 3229 Twin Bridges Rd Zone Change

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Thank you,



Kyle Hendricks

Planner

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Hendricks, Kyle

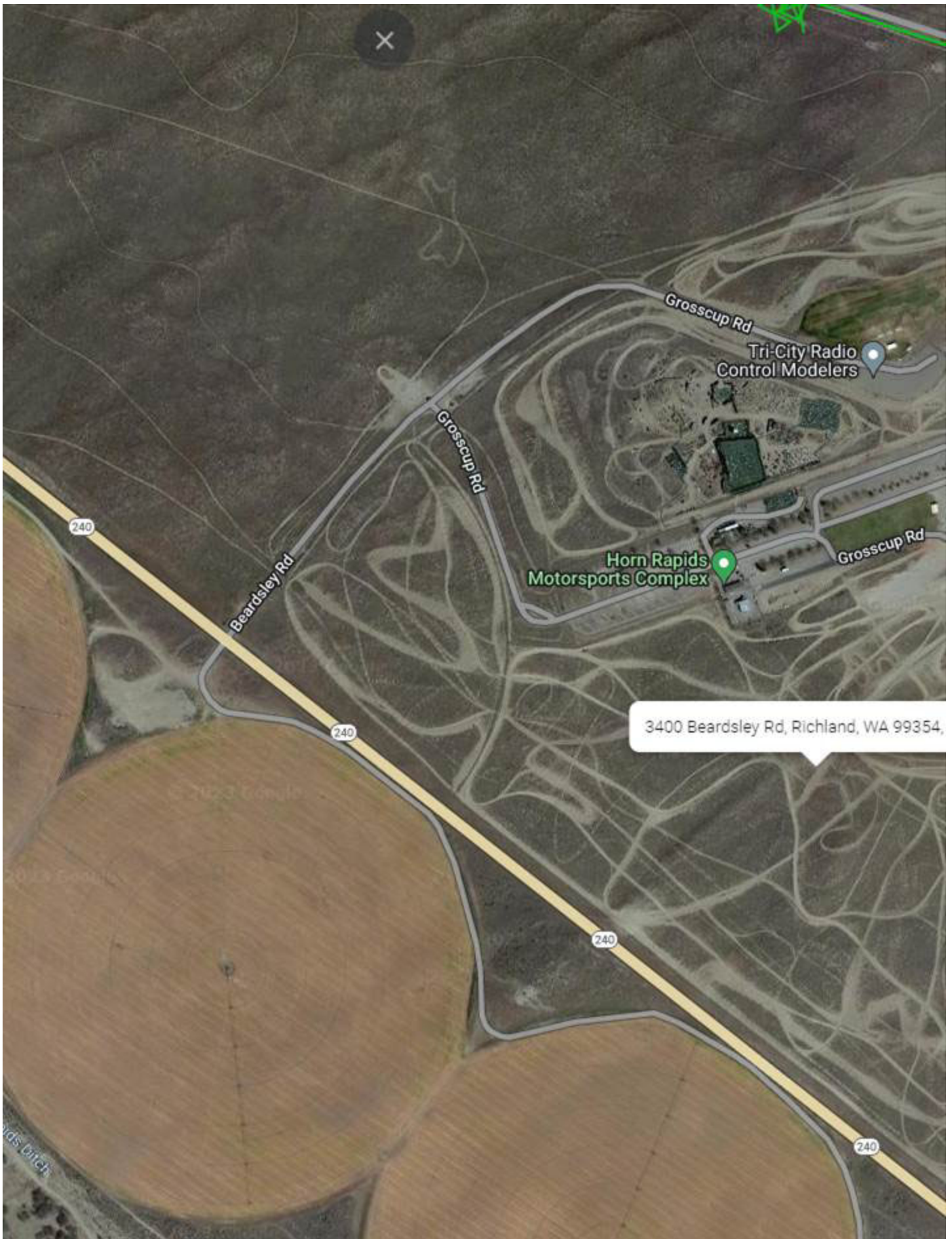
From: Cichy, Katherine <katherine.cichy@ziply.com>
Sent: Friday, August 18, 2023 2:09 PM
To: Hendricks, Kyle
Subject: RE: Z2023-107 3229 Twin Bridges Rd Zone Change

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

Kyle,

Ziply does not have any concerns.

We do have an underground line running along the south side of Horn Rapids Rd, but that should not be an issue



Thank you,

Katherine Cichy

OSP Engineer

509-410-5035

Katherine.cichy@ziply.com



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

Sent: Friday, August 18, 2023 11:01 AM

To: Acevedo, Mizael <macevedo@CI.RICHLAND.WA.US>; Ashley Garza <agarza3605@gmail.com>; Ashley Morton <AshleyMorton@ctuir.org>; Aviation <AviationLandUse@wsdot.wa.gov>; Badger Mountain Irrigation District <bmidmanager@badgermountainirrigation.com>; Benton County - Segregations <Segregations@co.benton.wa.us>; Benton PUD, Broadband <osp@noanet.net>; Benton PUD, Electrical <engservice@bentonpud.org>; Bill Barlow <bbarlow@bft.org>; Buechler, Ken <KBuechler@CI.RICHLAND.WA.US>; Carrie Thompson <carrie.thompson@bnsf.com>; Casey Barney, Yakama Nation <Casey_Barney@Yakama.com>; Clark Posey <clark.posey@co.benton.wa.us>; Corrine Camuso, Yakama Nation <Corrine_Camuso@Yakama.com>; Hamilton, Craig <C.Hamilton@bces.wa.gov>; DAHP SEPA Reviews <sepa@dahp.wa.gov>; DAlessandro, Carlo <cdalessandro@CI.RICHLAND.WA.US>; Damrell, Kevin <kdamrell@CI.RICHLAND.WA.US>; Darrick Dietrich <darrick@basindisposal.com>; Davis, Deanna <d.davis@bces.wa.gov>; Deborah Rodgers <dxrogers@bpa.gov>; Deskins, John <jdeskins@CI.RICHLAND.WA.US>; Doan, Charles <cdoan@ci.richland.wa.us>; Eric Mendenhall <emendenhall@westrichland.org>; Erin Hockaday (BFHD senior env health manager) <erin.hockaday@bfhd.wa.gov>; FormerOrchards@ecy.wa.gov; gis@co.benton.wa.us; Greg Wendt <greg.wendt@co.benton.wa.us>; Hester, Laura <lhester@CI.RICHLAND.WA.US>; Hill, Kelly <khill@CI.RICHLAND.WA.US>; Jack Howard <jack.howard@bfhd.wa.gov>; Jason McShane <jmcsbane@kid.org>; Jessica Lally, Yakama Nation <Jessica_Lally@Yakama.com>; John Lyle <john.lyle@bentoncleanair.org>; Jordon, Joshua <jojordon@CI.RICHLAND.WA.US>; Joseph Cottrell <jecottrell@bpa.gov>; Junior Campos <junior.campos@charter.com>; Cichy, Katherine <katherine.cichy@ziply.com>; Kelly Cooper <kelly.cooper@doh.wa.gov>; Kevin Knodel <kevin.knodel@rsd.edu>; Kevin Sliger <KSliger@bft.org>; KID Development <development@kid.org>; KID Webmaster <webmaster@kid.org>; M. Deklyne <mjdeklyne@bpa.gov>; Map BCES <map@bces.wa.gov>; Mattheus, Pamela <pmattheus@CI.RICHLAND.WA.US>; Tovey, Michael <michael.tovey@ziply.com>; Nancy Lang <langn@bentonpud.org>; Noah Lee <noah.lee@bentoncleanair.org>; Noah Oliver, Yakama Nation <Noah_Oliver@Yakama.com>; Orr, Bruce <borr@CI.RICHLAND.WA.US>; Paul Gonseth <gonseth@wsdot.wa.gov>; ReathaFord, Jason <JReathaFord@CI.RICHLAND.WA.US>; Review Team <reviewteam@commerce.wa.gov>; Richard Krasner <richard.krasner@rsd.edu>; USPS Richland Postmaster <99352RichlandWA-Postmaster@usps.gov>; Robin Priddy <robin.priddy@bentoncleanair.org>; Schiessl, Joe <JSchiessl@CI.RICHLAND.WA.US>; SEPA Center <sepacenter@dnr.wa.gov>; SEPA Register <separegister@ecy.wa.gov>; SEPA Unit <sepaunit@ecy.wa.gov>; Seth DeFoe <SDeFoe@kid.org>; South Central Region Planning <scplanning@wsdot.wa.gov>; Steve Davenport AICP Growth Management WDC Planner <steve.davenport@commerce.wa.gov>; Tyutyunnik, Ruvim <rtutyunnik@CI.RICHLAND.WA.US>; WA Dept of Fish & Wildlife <rittemwr@dfw.wa.gov>; WA Dept of Fish & Wildlife <lopezlal@dfw.wa.gov>; WDFW <R3Planning@dfw.wa.gov>; Westphal, Nichole <nwestphal@ci.richland.wa.us>; Whittier, John <jwhittier@CI.RICHLAND.WA.US>

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