



## CITY OF RICHLAND NOTICE OF APPLICATION & PUBLIC HEARING (S2023-101)

Notice is hereby given that Brad Beauchamp has filed preliminary plat application to subdivide a 38.2-acre site, with two-hundred twenty-seven (227) residential lots, eight (8) commercial lots, three (3) tracts associated with pedestrian access or proposed park space, and related infrastructure (Preliminary Plat of Desert Sky). The project site is at the northwestern terminus of Meritage Avenue, north of Ava Way and east of Dallas Road near Badger Mountain. The parcel is roughly in the shape of the letter "L" rotated 180-degrees with approximately 725-feet of frontage along Dallas Road, 740-feet of frontage on Ava Way, and 890 feet fronting Meritage Avenue (APNs (APNs: 1-29982000001002 & 1-32983000003037).

The Richland Hearings Examiner will conduct a public hearing and review of the application at 6:00 p.m., Monday, November 13<sup>th</sup>, 2023 at City Hall in Council Chambers. Interested parties are also invited to participate virtually by visiting the City of Richland website ([www.ci.richland.wa.us](http://www.ci.richland.wa.us)).

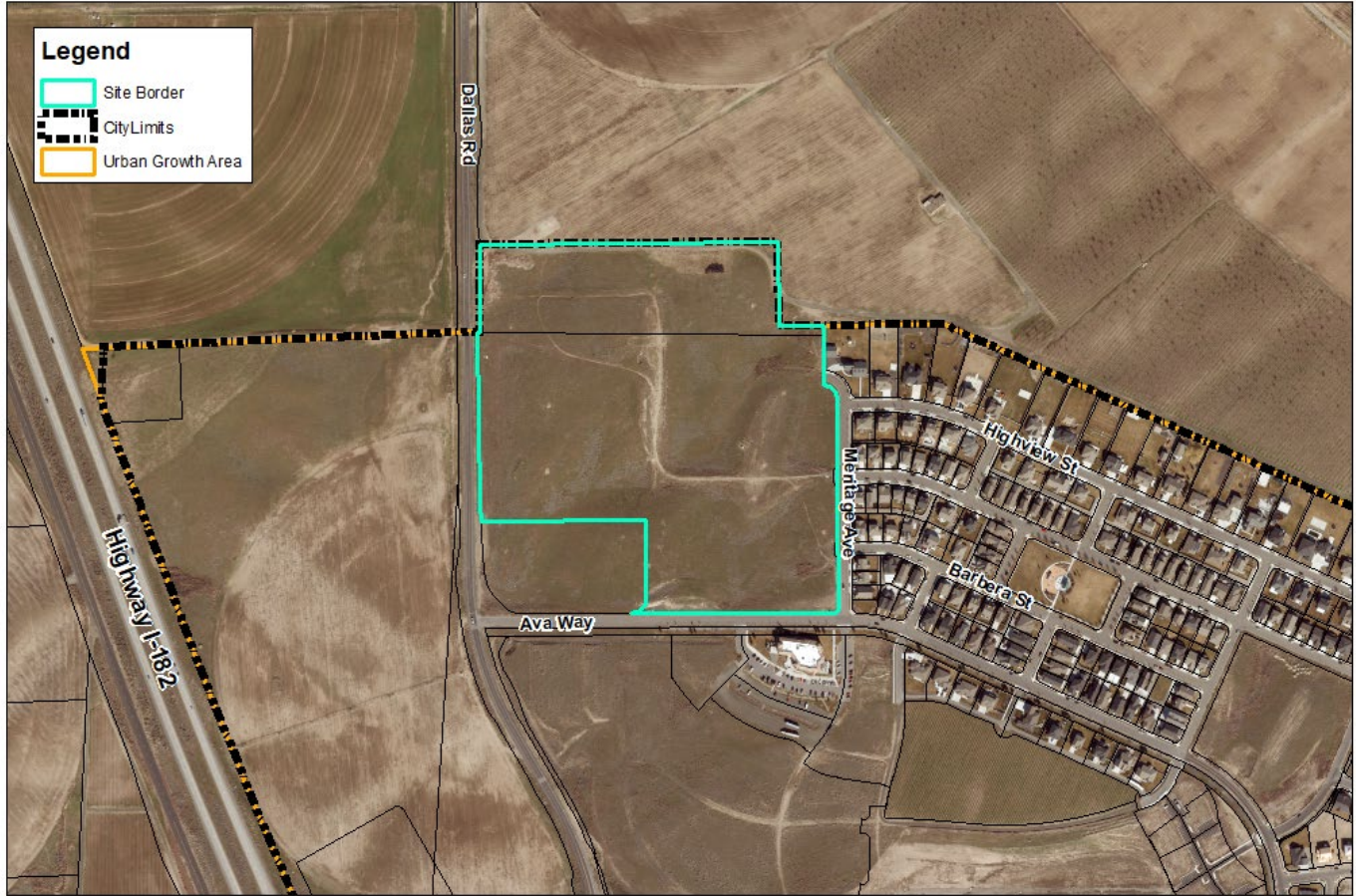
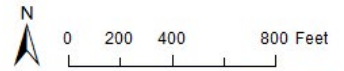
**Environmental Review:** A Supplemental Final Environmental Impact Statement was completed for this site at the time the City adopted the subarea plan for the Badger Mountain South area in 2010. The property was annexed and the City adopted a Planned Action Ordinance (RMC 19.50). The effect of the Planned Action Ordinance is that standard SEPA review is not required, provided that any project proposed within the boundaries of the master planned community is consistent with the master plan and with the mitigation measures identified in the adopted SEPA documents/process. Projects determined to be consistent with the subarea plan, the Master Agreement between the City and Nor Am Investment, and the mitigation measures enumerated in the adopted SEPA documents are issued a Planned Action Consistency Determination (PACD).

Any person desiring to express their views or to be notified of any decisions pertaining to this application should notify Matthew Howie, Senior Planner, 625 Swift Boulevard, MS-35, Richland, WA 99352. Comments may emailed to [mhowie@ci.richland.wa.us](mailto:mhowie@ci.richland.wa.us). The deadline for written comments is 6:00 p.m., Monday, November 13<sup>th</sup>. However, written comments must be received no later than 5:00 p.m. on Monday, October 16<sup>th</sup> to be incorporated into the Staff Report. Comments received after that time will be entered into the record during the hearing.

The application will be reviewed in accordance with the regulations in RMC Title 23 Zoning, Title 19 Development Regulations Administration and Title 24 Plats and Subdivisions. Appeal procedures of decisions related to the above referenced applications 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: Desert Sky 2104 Meritage Ave  
Applicant: Brad Beauchamp  
File #: S2023-101





## Preliminary Plat Application

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

### PROPERTY OWNER INFORMATION

☒ Contact Person

Owner: North 44 Badger LLC, Brad Beauchamp

Address: 4618 S Reed St Kennewick WA 9333

Phone: (509) 308-6556

Email: bmbdevelopment@yahoo.com

### APPLICANT/CONTRACTOR INFORMATION (if different)

☐ Contact Person

Company:

UBI#:

Contact:

Address:

Phone:

Email:

### SURVEYOR INFORMATION

Contact: John Becker, AHBL Inc.

Address: 5804 Rd 90 Suite H, Pasco, WA 99301

Phone: (509) 380-5883

Email: jbecker@AHBL.com

### ENGINEER INFORMATION

Contact: John Fetterolf, JF Engineering, PLLC

Address: 104 N Clover Island Dr, Suite 201

Phone: (509) 551-8174

Email: john@jfengineering.pro

### PROJECT DESCRIPTION

Mixed Use Commercial and Residential Development in the Badger South Subarea. 225 lot, 55 and older residential housing development with walking paths and a park. Commercial lots with a plan to develop a retirement community and retail stores.

### PROPERTY INFORMATION

Parcel #: 129982000001002, Portion of 132983000003037

Zoning: BMS-SD-CMU COMMERCIAL MIXED USE

Legal Description: See attached for Legal Description

Proposed Subdivision Name: Desert Sky

Gross Plat Acreage: 38.2 Ac

Number of Lots: 234

Smallest Lot Size: 2,375 SF

Net Lot Area Acreage: 32.2 Ac

Avg. Lot Size: 5,891 SF

Largest Lot Size: 108,109 SF

Domestic Water Supply: ☒ City ☐ Private Well

Sewage Disposal: ☒ City ☐ Septic

Irrigation Source: ☐ City ☐ Private Well ☐ Columbia Irrig. District ☐ Kennewick Irrig. District ☒ Other BMID

SEPA Checklist submitted? ☐ Yes ☒ No

Title Report (Subdivision Guarantee) submitted? ☒ Yes ☐ No

**APPLICATION MUST INCLUDE**

1. Completed application and filing fee
2. 2 – Full-size copies of proposed survey
3. 1 – 11" x 17" copy of proposed survey
4. 1 – PDF file of proposed survey
5. Title Report showing ownership, easements, restrictions and accurate legal description of the property involved
6. SEPA Checklist
7. Other information as determined by the Administrator

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:

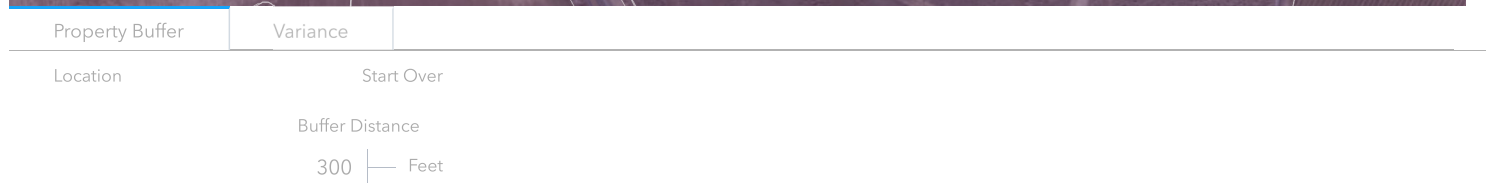
1. I have read and examined this permit application and have documented all applicable requirements on the site plan.
2. The information provided in this application contains no misstatement of fact.
3. I am the owner(s), the authorized agent(s) of the owner(s) of the above referenced property, or I 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: BRAD BEAUCHAMP

Applicant Signature:  Date 7/10/23





# ALTA COMMITMENT FOR TITLE INSURANCE

issued by agent:



**CHICAGO TITLE**  
COMPANY OF WASHINGTON

Commitment Number:

**62242300458**  
**Revision 2**

## NOTICE

**IMPORTANT - READ CAREFULLY:** THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

## COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and the Commitment Conditions, Chicago Title Insurance Company, a Florida corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I-Requirements have not been met within one hundred eighty (180) days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

## Chicago Title Insurance Company

By:

Michael J. Nolan, President

Attest:

Marjorie Nemzura, Secretary

Countersigned By:

Gary Duncan  
Authorized Officer or Agent

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**Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:**

ISSUING OFFICE:	FOR SETTLEMENT INQUIRIES, CONTACT:
Title Officer: Christopher Hull Chicago Title Company of Washington 6416 W. Okanogan Avenue Kennewick, WA 99336 Phone: (509)735-1575 Fax: (509)735-0707 Main Phone: (509)735-1575 Email: Christopher.Hull@ctt.com	Escrow Officer: Wendy Clark Chicago Title Company of Washington 9001 W. Tucannon Avenue, Suite 220 Kennewick, WA 99336 Main Phone: (509)735-1575 Main Fax: (509)735-0707 Email: Wendy.Clark@ctt.com

**Order Number: 62242300458**

### SCHEDULE A

1. Commitment Date: May 5, 2023 at 08:00 AM
2. Policy to be issued:
  - (a) ALTA Standard Owner's Policy 2021 w-WA Mod
 

Proposed Insured:	North 44 Badger LLC, a Washington limited liability company
Proposed Amount of Insurance:	\$4,744,860.12
The estate or interest to be insured:	Fee Simple
Premium:	\$ 8,481.00
Tax:	\$ 737.85
Total:	\$ 9,218.85
3. The estate or interest in the Land at the Commitment Date is:
 

Fee Simple
4. The Title is, at the Commitment Date, vested in:
 

Nor Am Investment LLC, a Washington limited liability company
5. The Land is described as follows:
 

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

### END OF SCHEDULE A

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**EXHIBIT "A"**  
Legal Description

**PARCEL A: (132983000003033 PARENT PARCEL)**

That Portion of the Northwest Quarter of Section 32, Township 9 North, Range 28 E.W.M., records of Benton County, Washington, Lying West of West Vineyard 1, Phase 1, according to the plat thereof recorded in Volume 15 of Plats, Page 458, records of Benton County, Washington; and Lying North of Ava Way, as dedicated on said Plat of West Vineyard 1, Phase 1; Lying East of Dallas Road, as described in Deeds recorded under Auditor's File Numbers 595157, 92-16778 and 92-16779, records of Benton County, Washington; and Lying North and East of that parcel of land as described in Statutory Warranty Deed recorded under Auditor's File No. 2013-9502, records of Benton County, Washington.

ALSO KNOWN as Parcel 4 of Record Survey 5825 recorded under Auditor's File No. 2023-8986.

**PARCEL B: (129982000001002)**

That portion of Section 29, Township 9 North, Range 28 East W.M., Benton County, Washington lying Southerly and Westerly of the following described line:

Beginning at the Southwest corner of said Section 29; thence South 89°23'44" East, 1951.66 feet along the South line of said Section to the True Point of Beginning.

Thence North 65°57'03" West, 116.18 feet; thence South 89°48'41" West 641.83 feet; thence North 0°38'28" West, 324.30 feet; thence South 89°21'30" West, 1154.45 feet to the East line of Dallas Road and the terminus of said line.

EXCEPT the West 40 feet for county road right of way; AND EXCEPT that portion, deeded to the county of Benton State of Washington, under Quit Claim Deed dated November 20, 1978 recorded February 13, 1979, under Auditor's File No.: 783437, records of Benton County, Washington; AND EXCEPT State Highway right of way AND EXCEPT portion conveyed to Benton County for road under Auditor's File Nos. 92-16778 and 92-16779 AND EXCEPT those portions acquired by the State of Washington under eminent domain proceedings filed in Benton County Superior Court Cause No. 82-2-00889-6.

AND EXCEPT

WEST VINEYARD 1, PHASE 1, FINAL PLAT, A BADGER MOUNTAIN SOUTH DEVELOPMENT, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 15 OF PLATS, PAGE 458, RECORDS OF BENTON COUNTY WASHINGTON.

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**SCHEDULE B, PART I - Requirements**

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Additional requirements and/or exceptions may be added as details of the transaction are disclosed to, or become known by the Company.
6. The application for title insurance was placed by reference to only a street address or tax identification number. The proposed Insured must confirm that the legal description in this report covers the parcel(s) of Land requested to be insured. If the legal description is incorrect, the proposed Insured must notify the Company and/or the settlement company in order to prevent errors and to be certain that the legal description for the intended parcel(s) of Land will appear on any documents to be recorded in connection with this transaction and on the policy of title insurance.
7. If documents for this transaction are to be signed using Remote Online Notary, we require the use of company approved RON providers which can be found here:  
<https://nationalagency.fnf.com/digitalclosinghub/RON-Technology-Providers>.

The Notarial Certificate must state "This notarial act involved the use of communication technology."

We require a copy of the notarization video for our file documentation prior to closing. Additional underwriting requirements may need to be satisfied.

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**SCHEDULE B, PART I - Requirements**  
(continued)

## 8. Payment of the real estate excise tax, if required.

The Land is situated within the boundaries of local taxing authority of Richland.

The rate of real estate excise tax for properties which are not formally classified and specially valued as timberland or agricultural land is:

State portion: 1.10% on any portion of the sales price of \$525,000 or less;  
1.28% on any portion of the sales price above \$525,000, up to \$1,525,000;  
2.75% on any portion of the sales price above \$1,525,000, up to \$3,025,000;  
3.00% on any portion of the sales price above \$3,025,000;

The rate of excise for properties formally classified as timberland or agriculture land will be 1.28% for the State portion on the entire sales price.

Local portion: .50% on the entire sales price.

An additional \$5.00 State Technology Fee must be included in all excise tax payments.

If the transaction is exempt, an additional \$5.00 Affidavit Processing Fee is required.

Any conveyance document must be accompanied by the official Washington State Excise Tax Affidavit, which can be found online [HERE <https://dor.wa.gov/get-form-or-publication/forms-subject/real-estate-excise-tax>](https://dor.wa.gov/get-form-or-publication/forms-subject/real-estate-excise-tax). The applicable excise tax must be paid and the affidavit approved at the time of the recording of the conveyance documents. (NOTE: Real Estate Excise Tax Affidavits must be printed as legal size forms).

## 9. Please be advised that our search did not disclose any open Deeds of Trust of record. If you should have knowledge of any outstanding obligation, please contact the Title Department immediately for further review prior to closing.

## 10. NOTE: We have reviewed the authority documentation for Badger Communities LLC. Based on our review:

1. Geoffrey Clark and Lawrence White must sign as Managers of said entity.
2. All signature(s) must be notarized in an appropriate representative capacity.

## 11. NOTE: We have reviewed the authority documentation for Nor Am Investment. Based on our review

1. Lawrence J. White must sign as Managing Member of said entity.
2. All signature(s) must be notarized in an appropriate representative capacity.

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**SCHEDULE B, PART I - Requirements**  
(continued)

12. The Company will require the following documents for review prior to the issuance of any title insurance predicated upon a conveyance or encumbrance from the entity named below.

Limited Liability Company: North 44 Badger LLC

- a. A copy of its operating agreement, if any, and any and all amendments, supplements and/or modifications thereto, certified by the appropriate manager or member.
- b. If a domestic Limited Liability Company, a copy of its Articles of Organization and all amendment thereto with the appropriate filing stamps.
- c. If the Limited Liability Company is member-managed a full and complete current list of members certified by the appropriate manager or member.
- d. A current dated certificate of good standing from the proper governmental authority of the state in which the entity was created
- e. If less than all members, or managers, as appropriate, will be executing the closing documents, furnish evidence of the authority of those signing.

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

13. It is our understanding that the parties to the transaction intend to change or modify the legal description of the Land prior to or at closing. The appropriate documentation to alter the legal description of the Land must be furnished to the Company for review prior to recording. No insurance of the new legal description will be provided until the alteration [or change or modification or any combination of the three] has been approved by the appropriate municipal entity and/or County and the appropriate documentation has been recorded.

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

**END OF REQUIREMENTS****NOTES**

The following matters will not be listed as Special Exceptions in Schedule B of the policy. There will be no coverage for loss arising by reason of the matters listed below because these matters are either excepted or excluded from coverage or are not matters covered under the insuring provisions of the policy.

Note A: Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.

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**SCHEDULE B, PART I - Requirements**  
(continued)

Note B: Note: FOR INFORMATIONAL PURPOSES ONLY:

The following may be used as an abbreviated legal description on the documents to be recorded, per Amended RCW 65.04.045. Said abbreviated legal description is not a substitute for a complete legal description within the body of the document:

Ptn 32-9-28 Ptn 29-9-28

Note C: Note: Examination of the Public Records discloses no judgments or other matters pending against the name of the vested owner.

Note D: Note: Examination of the Public Records discloses no judgments or other matters pending against the name(s) of the proposed insured which would appear as exceptions in the policy.

Note E: Note: This map/plat is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances or acreage shown thereon.

Note F: Please be advised we submit documents to the county for processing and recording via e-filing using a 3rd party vendor.

Please make checks for excise tax and recording fees payable to Chicago Title Company of Washington.

There is a \$5.43 e-recording surcharge per EACH document for this service.

NOTE: Not all recordings qualify for e-filing and Adams County does not e-File as of the date of this report.

**END OF NOTES****END OF SCHEDULE B, PART I**

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**SCHEDULE B, PART II - Exceptions**

**Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.**

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

**GENERAL EXCEPTIONS**

- A. Rights or claims of parties in possession, or claiming possession, not shown by the Public Records.
- B. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
- C. Easements, prescriptive rights, rights-of-way, liens or encumbrances, or claims thereof, not shown by the Public Records.
- D. Any lien, or right to a lien, for contributions to employee benefit funds, or for state workers' compensation, or for services, labor, or material heretofore or hereafter furnished, all as imposed by law, and not shown by the Public Records.
- E. Taxes or special assessments which are not yet payable or which are not shown as existing liens by the Public Records.
- F. Any lien for service, installation, connection, maintenance, tap, capacity, or construction or similar charges for sewer, water, electricity, natural gas or other utilities, or for garbage collection and disposal not shown by the Public Records.
- G. Unpatented mining claims, and all rights relating thereto.
- H. Reservations and exceptions in United States Patents or in Acts authorizing the issuance thereof.
- I. Indian tribal codes or regulations, Indian treaty or aboriginal rights, including easements or equitable servitudes.
- J. Water rights, claims or title to water.
- K. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.

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**SCHEDULE B, PART II - Exceptions**  
(continued)

## SPECIAL EXCEPTIONS

1. As to Parcel A:  
General and special taxes and charges, payable February 15, delinquent if first half unpaid on May 1, second half delinquent if unpaid on November 1 of the tax year (amounts do not include interest and penalties):  
  
Year: 2023  
Tax Account No.: 132983000003033 (Parent)  
Levy Code: R3  
Assessed Value-Land: \$1,345,460.00  
Assessed Value-Improvements: \$0.00  
  
General and Special Taxes:  
Billed: \$13,272.69  
Paid: \$13,272.69  
Unpaid: \$0.00
2. As to Parcel B:  
General and special taxes and charges, payable February 15, delinquent if first half unpaid on May 1, second half delinquent if unpaid on November 1 of the tax year (amounts do not include interest and penalties):  
  
Year: 2023  
Tax Account No.: 129982000001002  
Levy Code: R3  
Assessed Value-Land: \$105,000.00  
Assessed Value-Improvements: \$0.00  
  
General and Special Taxes:  
Billed: \$1,053.04  
Paid: \$526.55  
Unpaid: \$526.49
3. Assessments and/or LIDs, if any, as may be assessed by Badger Mountain Irrigation District. For balances, payoffs, and further information, please email [bmid@badgermountainirrigation.com](mailto:bmid@badgermountainirrigation.com).

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**SCHEDULE B, PART II - Exceptions**

(continued)

4. Reservations contained in deed recorded March 21, 1963 under recording no: 498993  
Grantor: Yakima Sheep Company  
Grantee: R.J. Hilton, widower  
As follows: All oil and gas rights and all other minerals of every kind, with development of said oil and gas and/or minerals. No existing structures shall be disturbed in the exercise of the right hereinabove mentioned, and if surface property is required it shall be paid for at a reasonable rate. See record for area affected and particulars.
- Note: The ownership of or the encumbrances on the above noted reservation is not reported on herein.
5. As to Parcel A:  
Memorandum of Master Agreement between the City of Richland and Nor Am Investment LLC, a Washington limited liability company, recorded March 10, 2011 under Auditor's File No. 2011-7444.
6. As to Parcel B:  
Memorandum of Master Agreement between the City of Richland and Nor Am Investment LLC, a Washington limited liability company, recorded March 10, 2011 under Auditor's File No. 2011-7442 and Auditor's File No. 2011-7445.
7. Easement as delineated and/or dedicated on the face of the survey recorded under auditor's file number 96-12391:  
Purpose: The intent of this survey is to delineate easements for the Badger Mountain Irrigation District (B.M.I.D.) irrigation lines. The easements themselves will be recorded by separate documents referring to these maps. The field work was done in the late 1970's and the data shown here is based on that work tying the as-built surveys to the cadastral monumentation.
8. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:
- Granted to: Public Utility District No. 1 of Benton County  
Purpose: Electric Distribution Lines  
Recording Date: March 13, 1997  
Recording No.: 97-5406
9. As to Parcel B:  
Terms, Conditions and Reservations of Conservation Easement and Covenants against use by Grantor as contained in Deed recorded August 3, 1998 under Auditor's File No. 1998-22529.
10. Amended and Restated Interlocal Agreement between Benton County and the City of Richland regarding city of Richland Urban Growth area expansion recorded December 12, 2006 under recording No: 2006-40708.

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**SCHEDULE B, PART II - Exceptions**  
(continued)

11. Ordinance No. 41-10 by the City of Richland recorded January 5, 2011 under Auditor's File No. 2011-610.
12. Restated Master Declaration of Covenants, conditions and restrictions for Badger Mountain South but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in the document
- Recording Date: May 9, 2013  
Recording No.: 2013-015617
- Amended and Restated Covenants recorded February 10, 2020 under Auditor's File No. 2020-4770.
13. Notice of Obligation to assume Geothermal Services Contract:  
Grantor: Nor Am Investments, LLC, a Washington limited liability company  
Grantee: Orca Energy Corp., a Washington Corporation  
Recorded: October 9, 2015  
Recording No.: 2015-030331  
Affects: Said premises and other properties
14. Covenants, conditions, restrictions and easements but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in the document entitled Declaration of Covenants and Easements for Geothermal Services.
- Recording Date: August 19, 2015  
Recording No: 2015-024696
15. Geothermal Special Warranty Deed:  
Grantor: Nor Am Investments, LLC, a Washington limited liability company  
Grantee: Orca Energy Corp., a Washington Corporation  
Recorded: August 11, 2015  
Recording No.: 2015-023820

This report does not include present ownership and/or encumbrances of the above geothermal right.

**END OF SCHEDULE B, PART II**

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**COMMITMENT CONDITIONS****1. DEFINITIONS**

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.

2. If all of the Schedule B, Part I-Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- a. the Notice;
- b. the Commitment to Issue Policy;
- c. the Commitment Conditions;
- d. Schedule A;
- e. Schedule B, Part I-Requirements; and
- f. Schedule B, Part II-Exceptions; and
- g. a counter-signature by the Company or its issuing agent that may be in electronic form.

**4. COMPANY'S RIGHT TO AMEND**

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.

**5. LIMITATIONS OF LIABILITY**

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  - i. comply with the Schedule B, Part I-Requirements;
  - ii. eliminate, with the Company's written consent, any Schedule B, Part II-Exceptions; or
  - iii. acquire the Title or create the Mortgage covered by this Commitment.
- b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.

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(continued)

- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I-Requirements have been met to the satisfaction of the Company.
- g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

**6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM**

- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- d. The deletion or modification of any Schedule B, Part II-Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

**7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT**

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.

**8. PRO-FORMA POLICY**

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

**9. CLAIMS PROCEDURES**

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

**10. CLASS ACTION**

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

**11. ARBITRATION - INTENTIONALLY DELETED****END OF CONDITIONS**

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## RECORDING REQUIREMENTS

Effective January 1, 1997, document format and content requirements have been imposed by Washington Law. Failure to comply with the following requirements may result in rejection of the document by the county recorder or imposition of a \$50.00 surcharge.

### First page or cover sheet:

3" top margin containing nothing except the return address.

1" side and bottom margins containing no markings or seals.

Title(s) of documents.

Recording no. of any assigned, released or referenced document(s).

Grantors names (and page no. where additional names can be found).

Grantees names (and page no. where additional names can be found).

Abbreviated legal description (Lot, Block, Plat Name or Section, Township, Range and Quarter, Quarter Section for unplatted). Said abbreviated legal description is not a substitute for a complete legal description which must also appear in the body of the document.

Assessor's tax parcel number(s).

Return address (in top 3" margin).

\*\*A cover sheet can be attached containing the above format and data if the first page does not contain all required data.

### Additional Pages:

1" top, side and bottom margins containing no markings or seals.

### All Pages:

No stapled or taped attachments. Each attachment must be a separate page. All notary and other pressure seals must be smudged for visibility. Font size of 8 points or larger.





Inquire before you wire!

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## WIRE FRAUD ALERT

This Notice is not intended to provide legal or professional advice.  
If you have any questions, please consult with a lawyer.

All parties to a real estate transaction are targets for wire fraud and many have lost hundreds of thousands of dollars because they simply relied on the wire instructions received via email, without further verification. **If funds are to be wired in conjunction with this real estate transaction, we strongly recommend verbal verification of wire instructions through a known, trusted phone number prior to sending funds.**

In addition, the following non-exclusive self-protection strategies are recommended to minimize exposure to possible wire fraud.

- **NEVER RELY** on emails purporting to change wire instructions. Parties to a transaction rarely change wire instructions in the course of a transaction.
- **ALWAYS VERIFY** wire instructions, specifically the ABA routing number and account number, by calling the party who sent the instructions to you. **DO NOT** use the phone number provided in the email containing the instructions, use phone numbers you have called before or can otherwise verify. **Obtain the number of relevant parties to the transaction as soon as an escrow account is opened.** **DO NOT** send an email to verify as the email address may be incorrect or the email may be intercepted by the fraudster.
- **USE COMPLEX EMAIL PASSWORDS** that employ a combination of mixed case, numbers, and symbols. Make your passwords greater than eight (8) characters. Also, change your password often and do **NOT** reuse the same password for other online accounts.
- **USE MULTI-FACTOR AUTHENTICATION** for email accounts. Your email provider or IT staff may have specific instructions on how to implement this feature.

For more information on wire-fraud scams or to report an incident, please refer to the following links:

**Federal Bureau of Investigation:**  
<http://www.fbi.gov>

**Internet Crime Complaint Center:**  
<http://www.ic3.gov>

## **FIDELITY NATIONAL FINANCIAL PRIVACY NOTICE**

Effective January 1, 2023

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, "FNF," "our," or "we") respect and are committed to protecting your privacy. This Privacy Notice explains how we collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of that information.

A limited number of FNF subsidiaries have their own privacy notices. If a subsidiary has its own privacy notice, the privacy notice will be available on the subsidiary's website and this Privacy Notice does not apply.

### **Collection of Personal Information**

FNF may collect the following categories of Personal Information:

- contact information (e.g., name, address, phone number, email address);
- demographic information (e.g., date of birth, gender, marital status);
- identity information (e.g. Social Security Number, driver's license, passport, or other government ID number);
- financial account information (e.g. loan or bank account information); and
- other personal information necessary to provide products or services to you.

We may collect Personal Information about you from:

- information we receive from you or your agent;
- information about your transactions with FNF, our affiliates, or others; and
- information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

### **Collection of Browsing Information**

FNF automatically collects the following types of Browsing Information when you access an FNF website, online service, or application (each an "FNF Website") from your Internet browser, computer, and/or device:

- Internet Protocol (IP) address and operating system;
- browser version, language, and type;
- domain name system requests; and
- browsing history on the FNF Website, such as date and time of your visit to the FNF Website and visits to the pages within the FNF Website.

Like most websites, our servers automatically log each visitor to the FNF Website and may collect the Browsing Information described above. We use Browsing Information for system administration, troubleshooting, fraud investigation, and to improve our websites. Browsing Information generally does not reveal anything personal about you, though if you have created a user account for an FNF Website and are logged into that account, the FNF Website may be able to link certain browsing activity to your user account.

### **Other Online Specifics**

Cookies. When you visit an FNF Website, a "cookie" may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive. Information gathered using cookies helps us improve your user experience. For example, a cookie can help the website load properly or can customize the display page based on your browser type and user preferences. You can choose whether or not to accept cookies by changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the FNF Website.

Web Beacons. We use web beacons to determine when and how many times a page has been viewed. This information is used to improve our websites.

Do Not Track. Currently our FNF Websites do not respond to "Do Not Track" features enabled through your browser.

Links to Other Sites. FNF Websites may contain links to unaffiliated third-party websites. FNF is not responsible for the privacy practices or content of those websites. We recommend that you read the privacy policy of every website you visit.

### **Use of Personal Information**

FNF uses Personal Information for three main purposes:

- To provide products and services to you or in connection with a transaction involving you.
- To improve our products and services.
- To communicate with you about our, our affiliates', and others' products and services, jointly or independently.

### **When Information Is Disclosed**

We may disclose your Personal Information and Browsing Information in the following circumstances:

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to affiliated or nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;
- to affiliated or nonaffiliated third parties with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;
- to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of bankruptcy, reorganization, insolvency, receivership, or an assignment for the benefit of creditors. By submitting Personal Information and/or Browsing Information to FNF, you expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings.

### **Security of Your Information**

We maintain physical, electronic, and procedural safeguards to protect your Personal Information.

### **Choices With Your Information**

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you.

For California Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties, except as permitted by California law. For additional information about your California privacy rights, please visit the "California Privacy" link on our website (<https://fnf.com/pages/californiaprivacy.aspx>) or call (888) 413-1748.

For Nevada Residents: We are providing this notice pursuant to state law. You may be placed on our internal Do Not Call List by calling FNF Privacy at (888) 714-2710 or by contacting us via the information set forth at the end of this Privacy Notice. For further information concerning Nevada's telephone solicitation law, you may contact: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: [ag.inquiries@ag.state.nv.us](mailto:ag.inquiries@ag.state.nv.us).

For Oregon Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes.

For Vermont Residents: We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

For Virginia Residents: For additional information about your Virginia privacy rights, please email [privacy@fnf.com](mailto:privacy@fnf.com) or call (888) 714-2710.

### **Information From Children**

The FNF Websites are not intended or designed to attract persons under the age of eighteen (18). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian.

### **International Users**

FNF's headquarters is located within the United States. If you reside outside the United States and choose to provide Personal Information or Browsing Information to us, please note that we may transfer that information outside of your country of residence. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection, transfer, and use of such information in accordance with this Privacy Notice.

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### **Your Consent To This Privacy Notice; Notice Changes**

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The Privacy Notice's effective date will show the last date changes were made. If you provide information to us following any change of the Privacy Notice, that signifies your assent to and acceptance of the changes to the Privacy Notice.

### **Accessing and Correcting Information; Contact Us**

If you have questions or would like to correct your Personal Information, visit FNF's [Privacy Inquiry Website](#) or contact us by phone at (888) 714-2710, by email at [privacy@fnf.com](mailto:privacy@fnf.com), or by mail to:

Fidelity National Financial, Inc.  
601 Riverside Avenue,  
Jacksonville, Florida 32204  
Attn: Chief Privacy Officer

## **Badger Mountain South**

### **Master Agreement Consistency Recommendation (MACR) Supplement to the Preliminary Plat Application for Desert Sky**

#### **Executive Summary**

The successful development of the Badger Mountain South Master Plan Community requires close attention to the detailed planning and standards created in the adopted Master Agreement, specifically to the Land Use and Development Regulations as found in Exhibit C of the Master Agreement, commonly identified as the LUDR (Land Use and Development Regulations). The LUDR standards are designed to go beyond the more typical City requirements or standards because they are seen by the Master Developer as building blocks to creating a walkable and sustainable community.

The LUDR establishes a process for the review of development applications that is intended to integrate into the existing City application processes, and yet provide the close attention to LUDR standards without adding significant review time by City staff. This is accomplished by requiring each development application to meet all City code submittal requirements and, at the same time, undergo a review for consistency with the standards of the LUDR. This latter review is completed by the Badger Mountain South Master Plan Administrator who makes a written recommendation of consistency to the City's Development Services Manager. A final "Master Agreement Consistency Determination" is issued by the City after the Manager's review.

The document that follows is the Master Plan Administrator's recommendation for a determination of consistency for this application. It includes a review of all relevant standards found in the LUDR related to a preliminary plat application. The standards are cited, the specific responses are provided for this application, and the Reviewer Comment section adds other pertinent information. The document concludes with references to other relevant Master Agreement provisions that are met with this application.

The applicant has stated that this plat will be finalized in 5 phases. The conditions of the approved Preliminary Plat, the Master Agreement, and specifically, the LUDR must be met before it will be finalized.



**Badger Mountain South**  
**Master Agreement Consistency Recommendation (MACR)**  
**Supplement to the Preliminary Plat Application for**  
**Desert Sky**

Date: September 15, 2023

The purpose of completing the MACR is to ensure that the applicant has met the special requirements for Badger Mountain South, as found in the Land Use and Development Regulations (LUDR). It also allows City staff to be assured that the Master Developer is meeting the terms and obligations of the approved Master Agreement, as it applies to each development activity in Badger Mountain South.

The MACR will be completed by the applicant, as indicated, and submitted with other Preliminary Plat materials, as required in Richland Municipal Code (RMC) Chapter 24.12. It is recommended that the applicant has met with the Master Developer prior to completion of this Supplement.

**1. Applicant name, address and contact information:**

North 44 Badger LLC  
4618 S Reed St  
Kennewick, WA  
Contact: Brad Beauchamp  
509-308-6556

**2. Project name:**

*Desert Sky*

**3. Project description including site size in acres:**

*A subdivision of 38.2 acres total area; 234 total lots including 226 Residential 55+ Lots and 8 Commercial lots created all within Badger Mountain South, lying adjacent to Ava Way and Dallas Road*

**4. Is phasing proposed? Please explain:**

*The project will be designed in 5 phases. Phasing for final plat approval will be done per the phase lines on the plans.*

**5. Regulating Plan District(s) (see LUDR p. 2-2):**

*Commercial Mixed Use (BMS-CMU)*

**6. What is the name of the neighborhood? (See LUDR pp. 7-1 through 7-3).**

*Neighborhoods: Badger Station (Renamed to Desert Sky)*

**7. What is proposed use? See Allowable Use Table (see LUDR p. 2-3).**

- *BMS-CMU-Row House (Table 2.C Note P-4)*
- *BMS-CMU-Commercial (Table 2.C Allowed Uses to be verified during site plan review)*
- *BMS-CMU-Senior Housing/Assisted Living (Table 2.C Note P-6 and P)*

**8. What building types are likely to be developed here? (See LUDR p. 2-4):**

*Row Houses, Commercial Buildings, Senior Housing, Assisted Living/Nursing Home as permitted in BMS-CMU per LUDR Table 2.C.*

### **Section 1**

This is the introduction and administration section of the LUDAR and thus it is not applicable to this review.

### **Section 2**

This section identifies the Regulating Plan Districts and permitted land uses.

Please define the District for this application:

District Type:

**Commercial Mixed Use (BMS-CMU)**

Does the requested use meet the requirements outlined in 2.C Land Use?

**Yes**

Does the requested use meet the Building Type requirements outlined in 2.D Building Type?

**Yes; Special districts are not regulated by building type**

### **Section 3**

This section identifies the district development standards for five of the districts in Badger Mountain South. Not included are the standards for the three specialty districts which are found in Section 4.

### **Section 4**

This section identifies the special district development standards. The Special Districts are outlined in section 2.B.

Does the proposed project meet the intent of the Special District development standards? Explain.

**Yes; The BMS-CMU development can accommodate a wide variety of uses as it is intended to be a major employment center for the City of Richland and a destination for shopping, higher-level education, dining, office uses and other employment centers, Multi-family/Mixed-Use housing, Senior Housing, entertainment and recreation. Public facilities, including transit centers, may also be accommodated in this District.**

Does the proposed layout meet the intent of LUDR 4.C.1? Explain

A walkable community will be achieved through sidewalks along the edge of all proposed roadways in the project. The sidewalks will provide pedestrian connectivity within the project and to the adjoining districts located on the south side of Ava Way and to the east of the site. A walkway is planned to allow for pedestrian connectivity from the townhomes to the retirement center (Lot 228). This lot is anticipated to be a community 55 and older community project. A trail network will provide pedestrian connectivity from Dallas Road through the project connecting the planned commercial areas. **The trail system will be extended with the construction of Dallas Road. A series of trails within the development will be constructed that provide pedestrian connectivity from the Dallas Road to the greater Badger Mountain south area. The trails will further the walkable goals outlined in the LUDR.**

Does the proposed layout meet the intent of LUDR 4.C.2? Explain

**Yes; While many of the requirements in 4.C.2 will be reviewed at the Site Plan/Building Permit MACR 1 level, the developer has proposed entry monumentation into Desert Sky from Ava Way. There will be continuous sidewalk and pedestrian connections as outlined in the response to 4.C.1 above. Individual lot signage, landscaping, and architectural features will be reviewed at the Site Plan/Building Permit MACR 1 level, but common area landscaping-including the park, trail system, and walkways-will enhance the district and will comply with the requirements of the LUDR and the City of Richland.**

### **Section 5**

This section identifies the open space, trails, and community facilities that will be constructed in Badger Mountain South.

#### *Badger Mountain South - MA Section 25.3*

*"As part of the Master Plan Consistency Determination described in Paragraph 23, the City, shall consult with the Master Agreement Administrator, and the applicant in determining the appropriate share of infrastructure and mitigation costs that shall be borne by the proposed development and how that development's share of infrastructure and mitigation relates to the overall infrastructure and mitigation that is required for buildout of Badger Mountain South."*

Does the number of residential lots trigger additional MA Exhibit D, Green Infrastructure Improvements?

Yes      No **X**

Please explain:

**Green Infrastructure Improvements are required and as found in the Master Agreement Exhibit D, are linked to the numbers of residential units (RU) developed in the residential neighborhoods outlined in 7.D .**

**For information, Desert Sky will provide the following Trails, Parks, and Open Space.**

**Trails- 6,760 LF (including Urban Trail along Dallas per LUDR 5.H)**

**Parks-43,684 SF**

**Open Space/Greenway- 20,787 SF**

### **Section 6**

This section identifies the street layout for the arterial collectors, the proposed layout for the internal collector streets, and the right-of-way standards for each street type in the Badger Mountain South Development.

Is a public street to be constructed?

Yes **X**   No

Provide separate sheet with street type and edge type(s) indicated.

**See the proposed preliminary plat. Edge Type on private roads will be reviewed prior to permit**

### **Section 7**

This section establishes the framework for creating the pedestrian-scaled, walkable community of Badger Mountain South by outlining the process for using Block Standards to subdivide land. This section applies to the residential neighborhoods outlined in LUDR 7.D so it does not apply

## Section 8

This section identifies the design standards for each of the Building Types allowed within the Districts. Much of the review for Section 8 takes place during the MACR 2 process as outlined in LUDR Section 1.J. This application is being reviewed as part of the "Plat or Subdivision" process in table 1.J. This preliminary plat process covers up to "Step 5" in the Plat or Subdivision review process. Steps 6-9 and the "Site Plan Review" process take place once a builder proposes a project on one of the lots created as part of this process. At that point, the MPA and the City of Richland review the proposal against the requirements of 8.C. Some of the common design standards listed in section 8.C can be outlined during the preliminary plat process, but it is impossible to review all requirements without a specific building type proposal from the end user.

LUDR 8.B - 8.P Lot Size by District and Proposed Building Type. In LUDAR 7.B.5.a (above), proposed Building Types were identified for this project. Do the proposed lot size(s) meet the Building Types lot standards?

Yes ☒ No ☐

Please describe:

**Special Districts are not regulated by Building Type. See Section 4 for District intent and standards. See also 8.C for Common Design Standards applicable to all districts. Each project will be reviewed as part of the MACR 2 process to make sure they meet the requirements and intent of 8.C.**

LUDR 8.C 1 & 2- The preliminary plat identifies tracts that will be used for open space and public gathering areas. Specifically, tract C will be a community park. Tracts A & B are greenways. The Urban trail across the frontage of Dallas will eventually connect into the overall trail system for Badger Mountain South and will allow easy, safe pedestrian access to the commercial area in Veneto Villagio and Badger Station.

Individual lot design features found in 8.C will be reviewed during the Site Plan/Building Permit MACR 1 process as outlined in LUDR section 1.J

**LUDR Sections 11-13 will be reviewed as part of the Site Plan Review for each individual lot**

### Recommendation of Consistency:

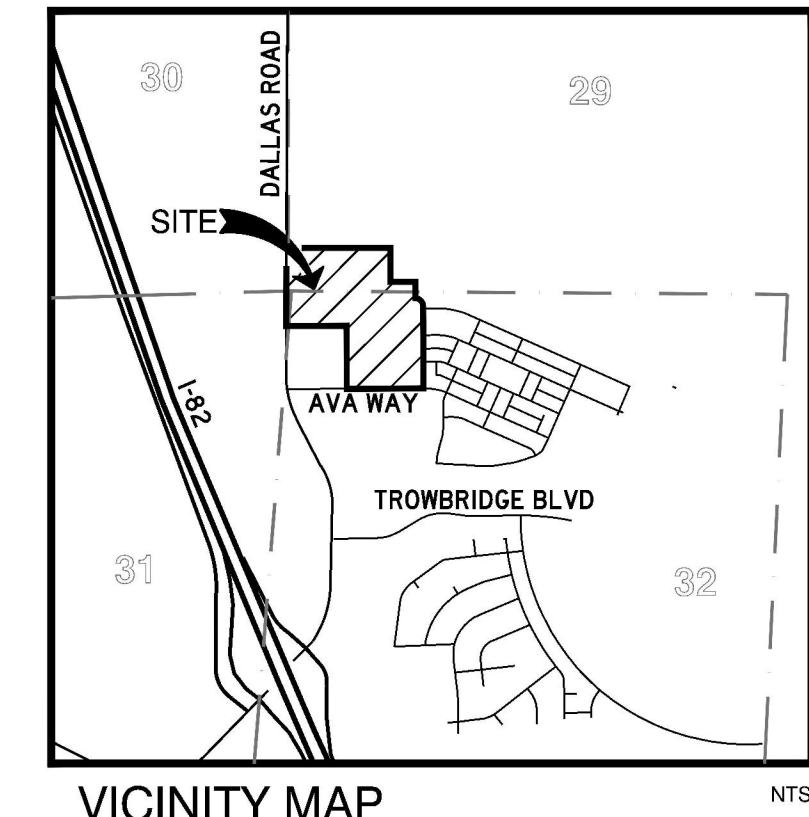
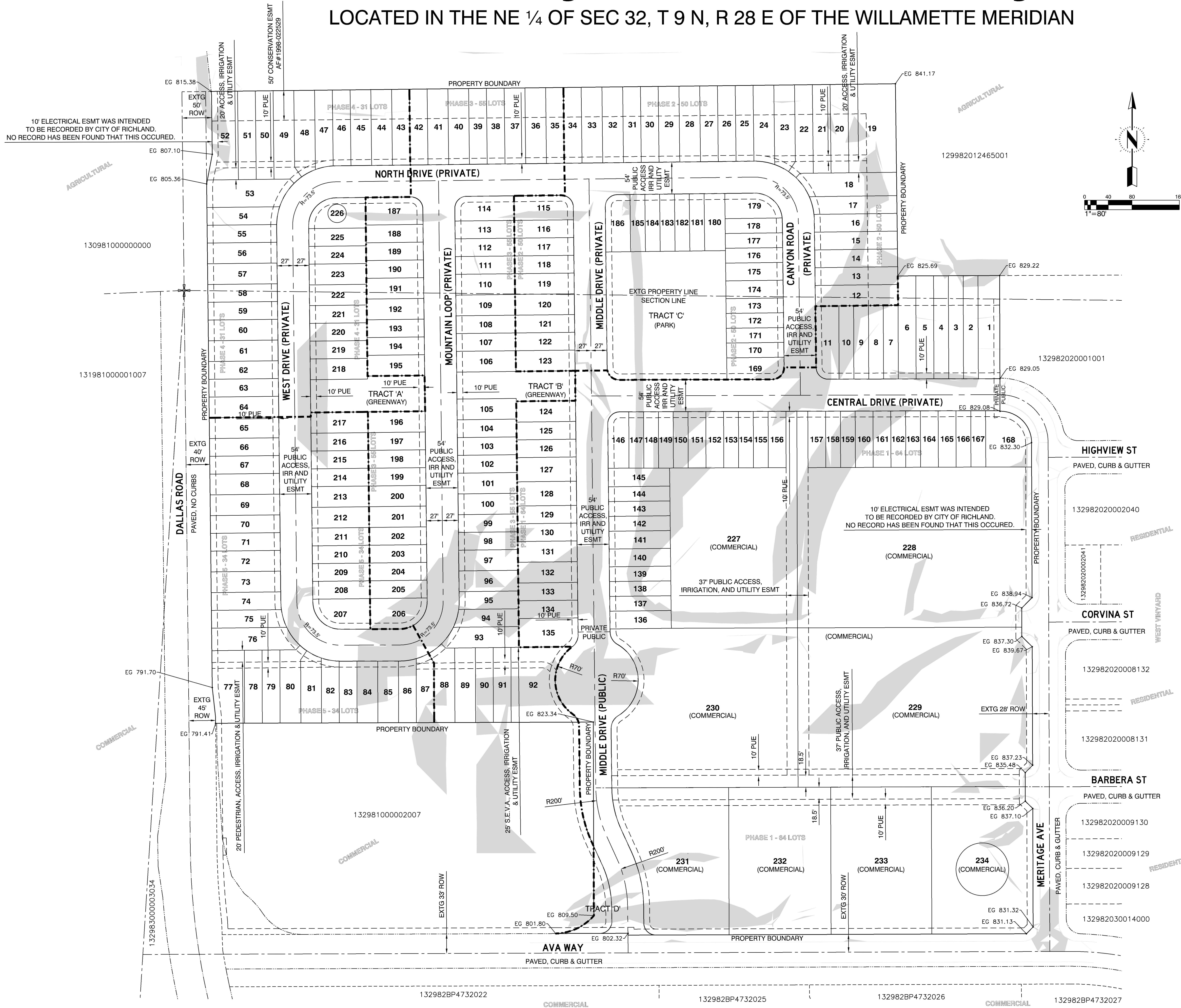
**It is my opinion as the Master Plan Administrator that the application as submitted is consistent with the intent and the purpose of the Master Agreement relative to this plat dated 07/07/2023 and the approved LUDR.**

Signature: 

Date: 09/15/2023

# Desert Sky Preliminary Plat

LOCATED IN THE NE ¼ OF SEC 32, T 9 N, R 28 E OF THE WILLAMETTE MERIDIAN



SHEET INDEX	
PP100	PRELIMINARY PLAT OVERALL SHEET
PP101	PRELIMINARY PLAT WEST HALF
PP102	PRELIMINARY PLAT EAST HALF
PP103	WEST DRIVE PLAN & PROFILE
PP104	MOUNTAIN LOOP PLAN & PROFILE
PP105	MIDDLE DRIVE PLAN & PROFILE
PP106	CANYON ROAD PLAN & PROFILE
PP107	NORTH DRIVE PLAN & PROFILE
PP108	CENTRAL DRIVE PLAN & PROFILE
PP200	PRELIMINARY UTILITY PLAN
PP201	PRELIMINARY GRADING PLAN

## PROPERTY AND PLAT STATISTICS

PROPERTY BOUNDARY AND TOPOGRAPHIC SURVEY  
PROVIDED BY AHB, INC. 2019

BASIS OF BEARING IS: NAD 83/91  
HELD A BEARING OF "SOUTH 89° 06' 11" WEST FOR THE  
SOUTH LINE OF SECTION 32

VERTICAL DATUM IS CITY OF RICHLAND DATUM,  
NAVD 88  
BENCHMARK 1 - ELEVATION = 801.875' PER CITY OF  
RICHLAND SURVEY DEPARTMENT. SOUTHWEST CORNER  
OF SECTION 29, TOWNSHIP 9 NORTH, RANGE 28 EAST OF  
THE WILLAMETTE MERIDIAN. BRASS DISK WITH "X" IN CASE,  
CENTERLINE OF DALLAS ROAD, APPROXIMATELY 0.75 MILES  
NORTH OF INTERSTATE 82, EXIT 104.  
BENCHMARK 2 - ELEVATION = 1489.377' PER WASHINGTON  
STATE DEPARTMENT OF TRANSPORTATION, ALSO  
DESIGNATED AS "ERIE AZI", POINT IDENTIFICATION NUMBER  
2668. BRASS DISK STAMPED "ERIE" SET AT GROUND LEVEL,  
ATOP FIRST SADDLE EASTERLY OF RADIO TOWERS AT THE  
PEAK OF BADGER MOUNTAIN, APPROXIMATELY 10 FEET  
NORTH OF THE GRAVEL ACCESS ROAD.

TAX ID # OF SUBJECT PARCELS:  
129982000001002  
PORTION OF 132983000003037

OWNER  
North 44 Badger LLC  
1908 W 39TH AVE  
Kennewick, WA 99337

DEVELOPER/APPLICANT  
North 44 Badger LLC  
1908 W 39TH AVE  
Kennewick, WA 99337

COMPREHENSIVE PLAN DESIGNATION:  
BMS - BADGER MOUNTAIN SOUTH

LAND USE ZONING DESIGNATION:  
BMS-SD-CMU COMMERCIAL MIXED USE

CURRENT PROPERTY USE: MIXED USE  
TOTAL PROJECT AREA: 38.22 Ac  
PROPOSED # RESIDENTIAL LOTS: 226  
AVERAGE LOT SIZE: 5,891 SF  
MIN LOT SIZE: 2,375 SF (LOTS 147-150, 153-155, 158, 159, 162,  
163, 166 & 167)  
LARGEST LOT SIZE: 11,986 SF (LOT 19)  
RESIDENTIAL AREA: 812,095 SF / 18.64 Ac  
PROPOSED # COMMERCIAL LOTS: 8  
COMMERCIAL AREA: 521,593 SF / 11.97 Ac  
R/W AREA: 36,389 SF / 0.84 Ac

ANTICIPATED TO BEGIN CONSTRUCTION EARLY 2024 AND  
BE COMPLETED IN MID 2025

## LEGEND

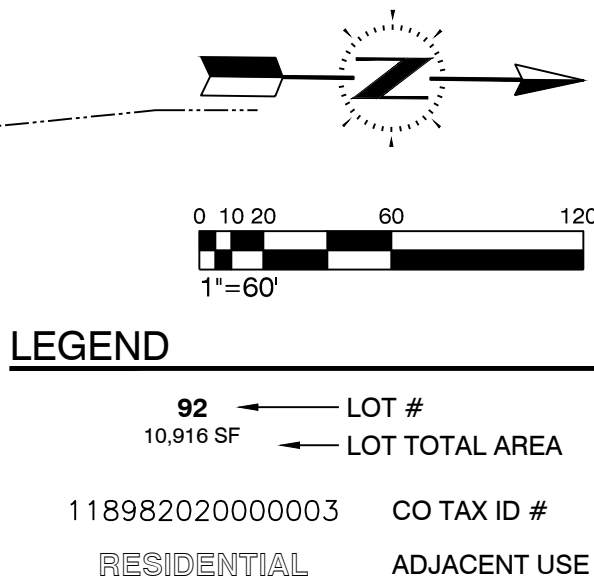
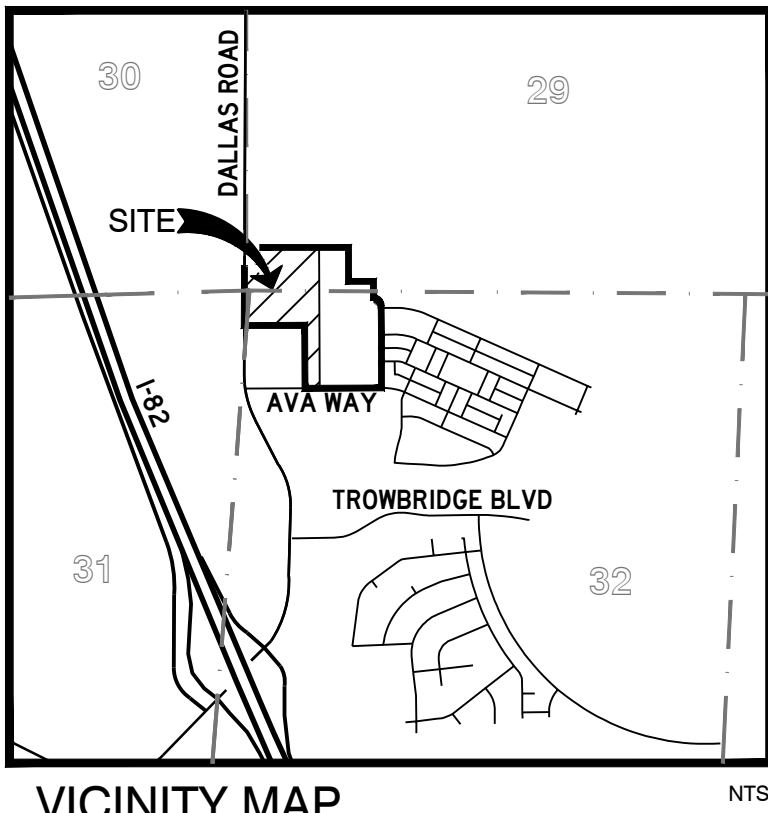
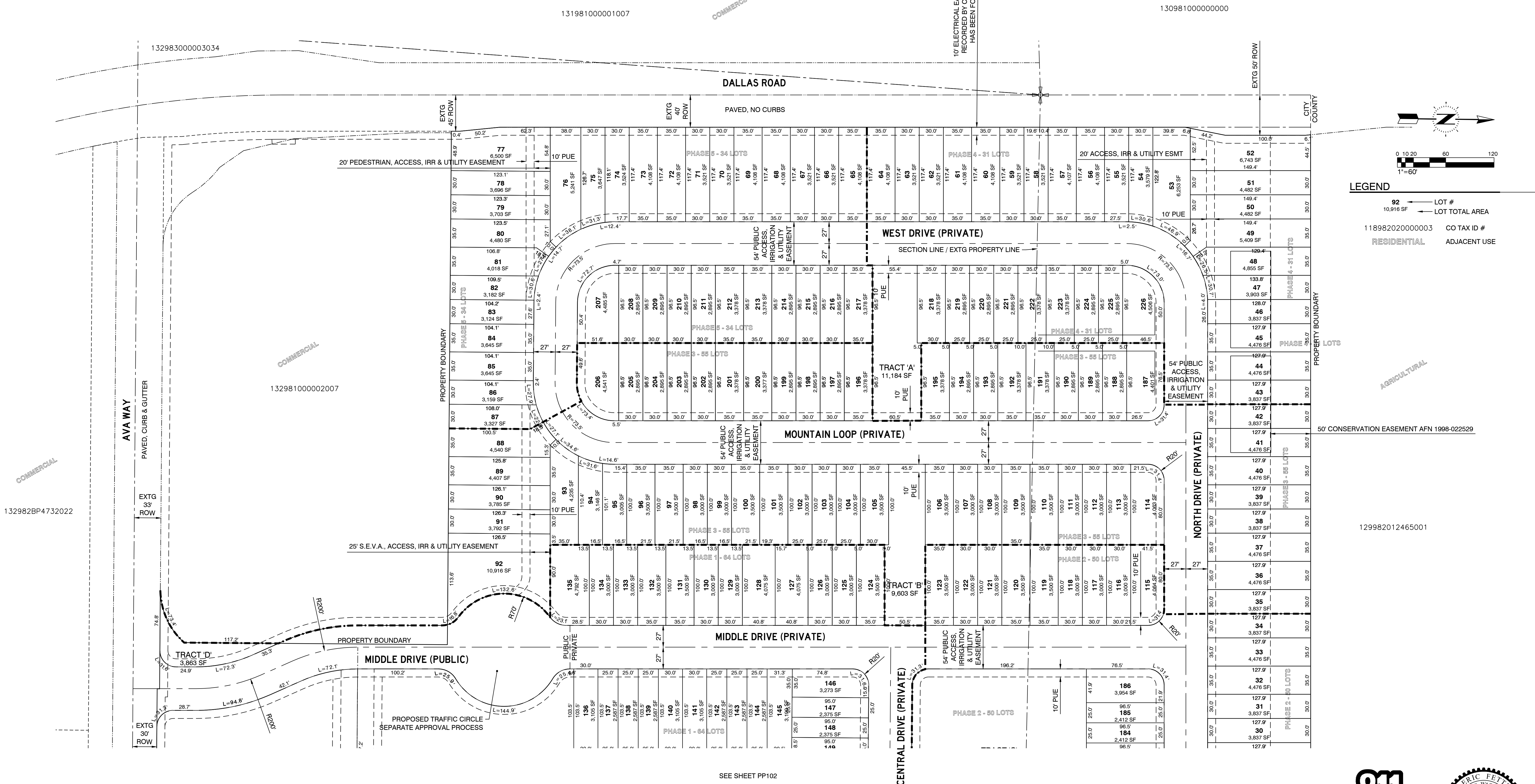
100	LOT #
118982020000003	CO TAX ID #
RESIDENTIAL	ADJACENT USE
	- CRITICAL AREAS - SLOPES GREAT THAN 15%



Preliminary plat for:  
**Desert Sky**  
A project in the City of Richland, WA

Drawn by: DAK  
Checked by: JEF  
JF Eng. Job #  
0195.00  
Scale H: 1"=80'  
Scale V: N/A  
Date:  
Sept 7, 2023  
PP100





129982012465001

118982020000003 CO TAX ID #  
RESIDENTIAL ADJACENT USE

50' CONSERVATION EASEMENT AFN 1998-022529



Preliminary plat, west half for:  
**Desert Sky**  
A project in the City of Richland, WA

Drawn by: DAK  
Checked by: JEF  
JF Eng. Job #  
0195.00  
Scale H: 1"=60'  
Scale V: N/A  
Date:  
Sept 7, 2023  
PP101

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LAND ENGINEERING  
PLANNING  
PROJECT MANAGEMENT  
104 Clover Island Dr., Suite 201  
Kennewick, WA 99336  
www.JFEngineering.pro  
(509) 551-8174 PHN

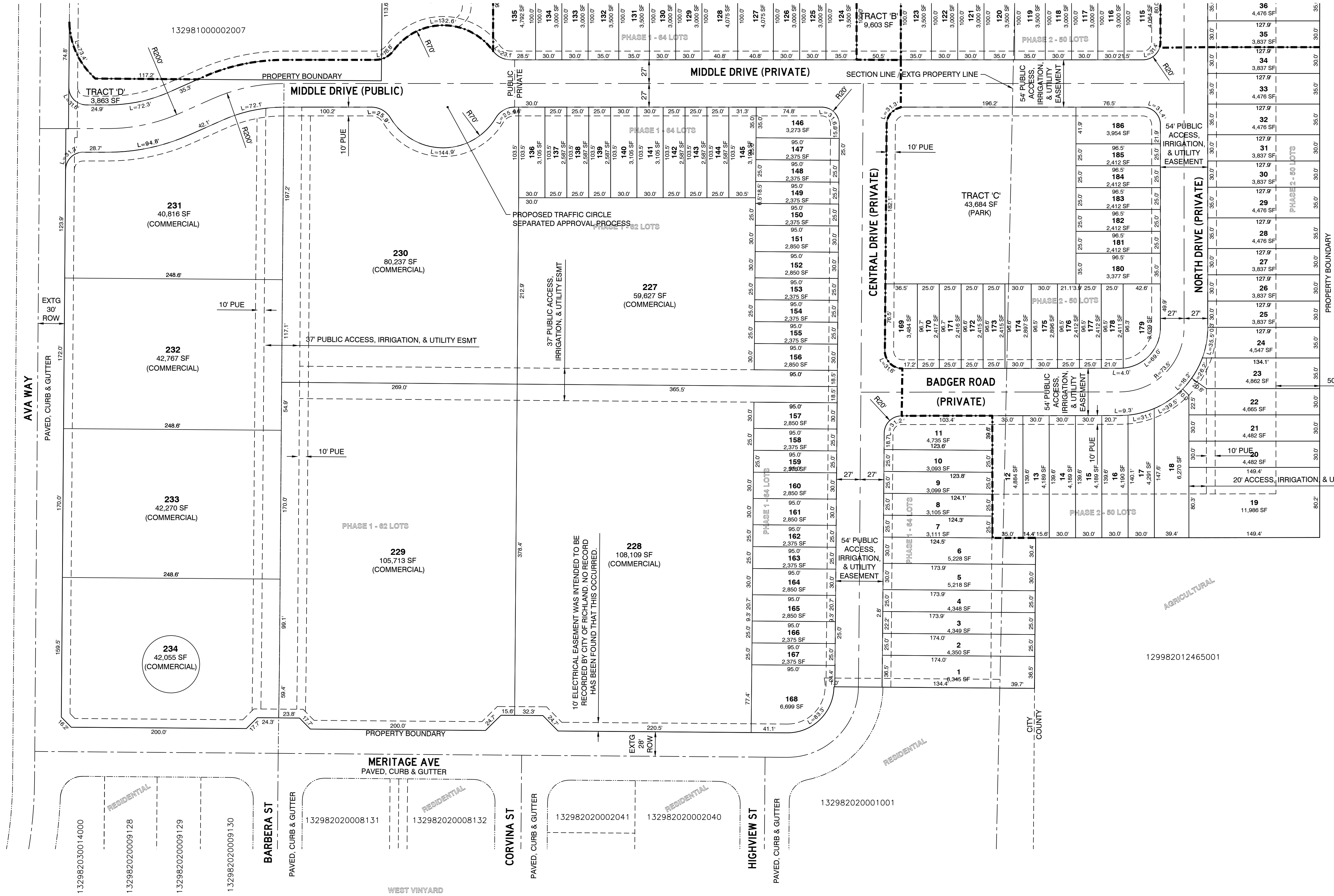


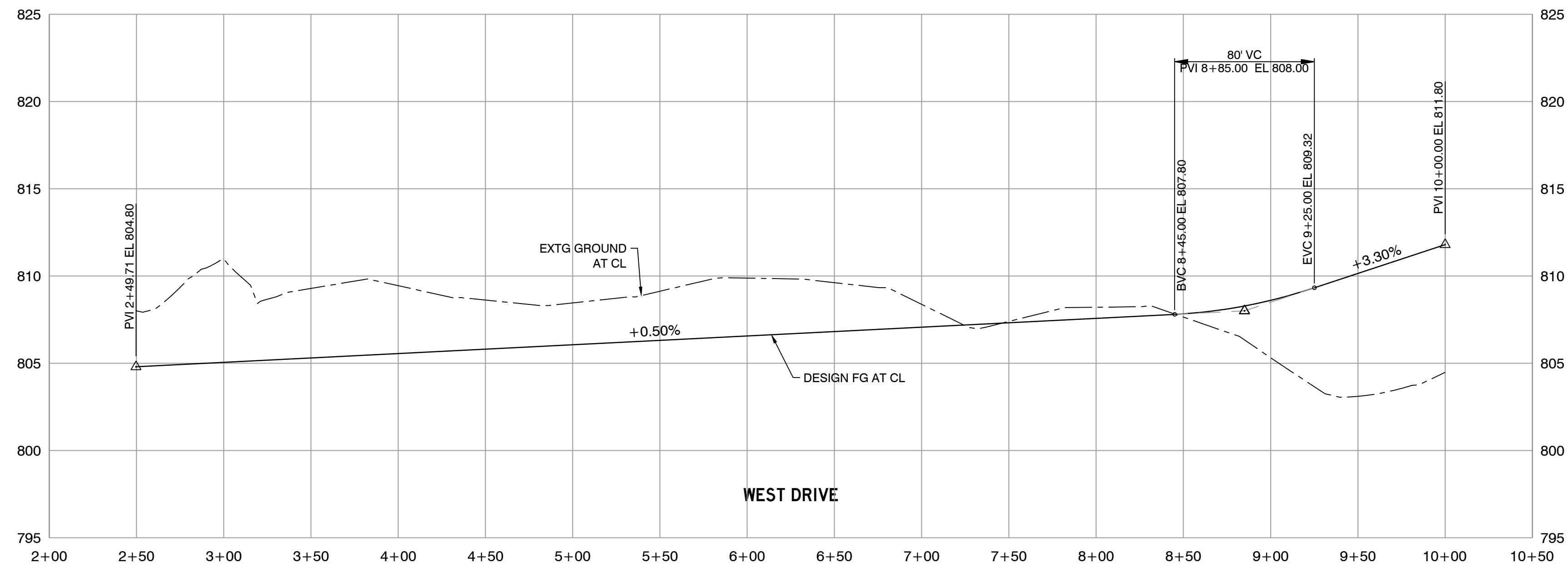
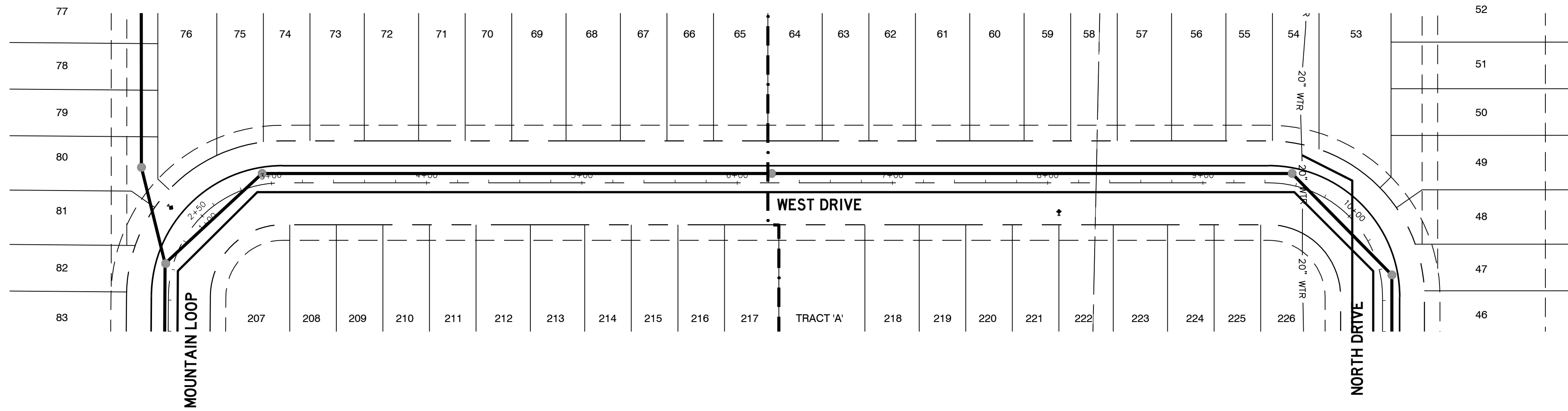
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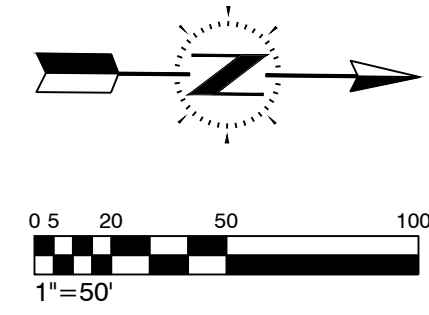
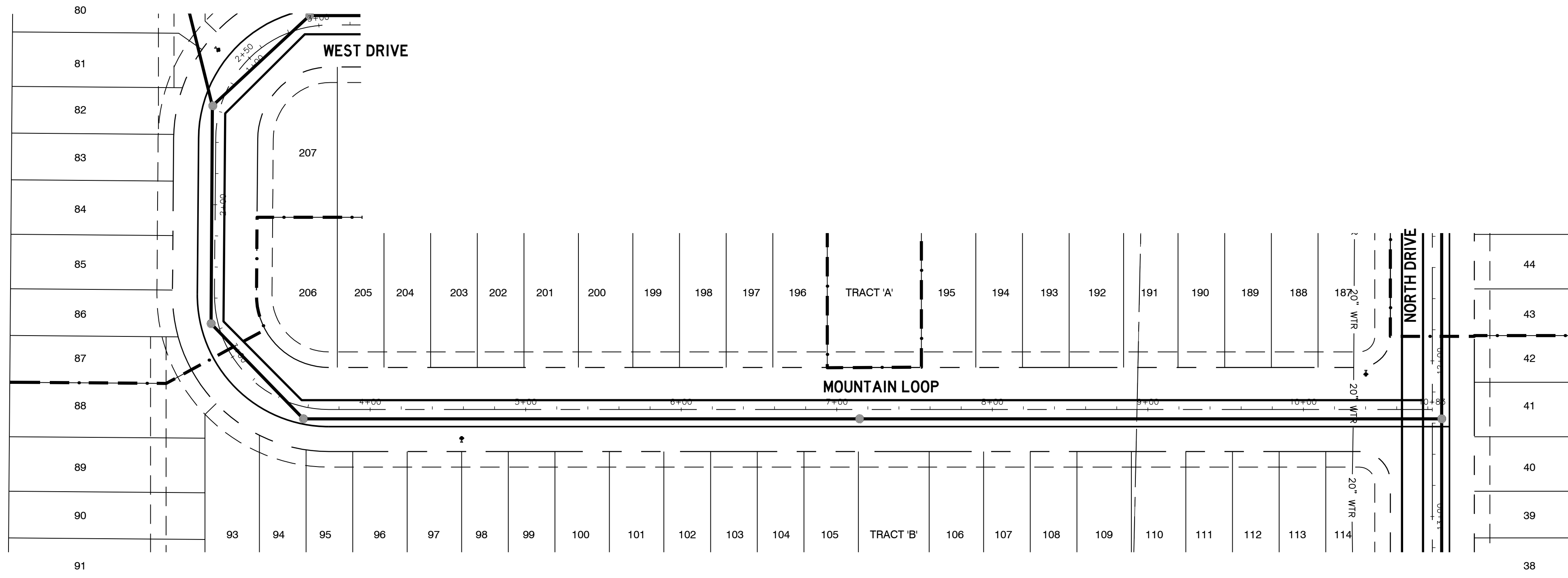
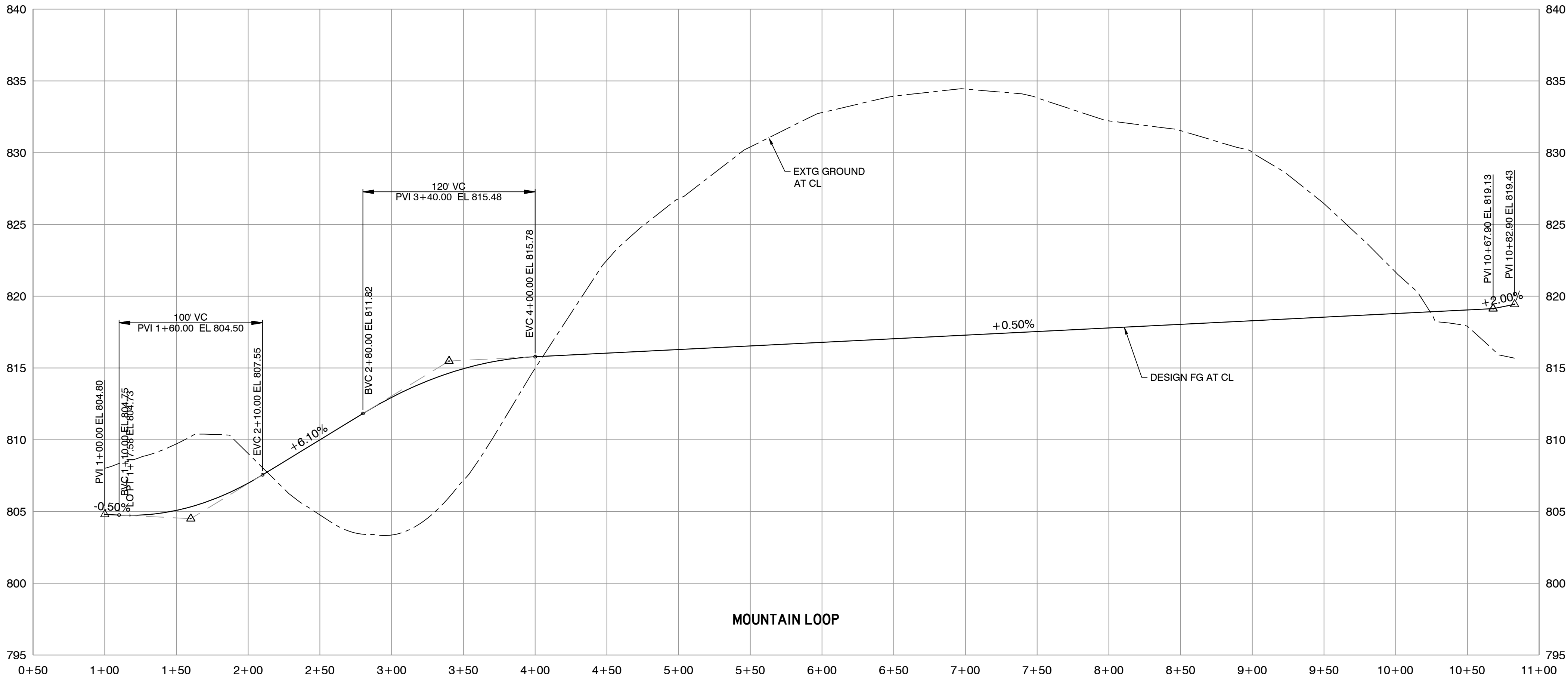
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132982BP4732026

132982BP4732027



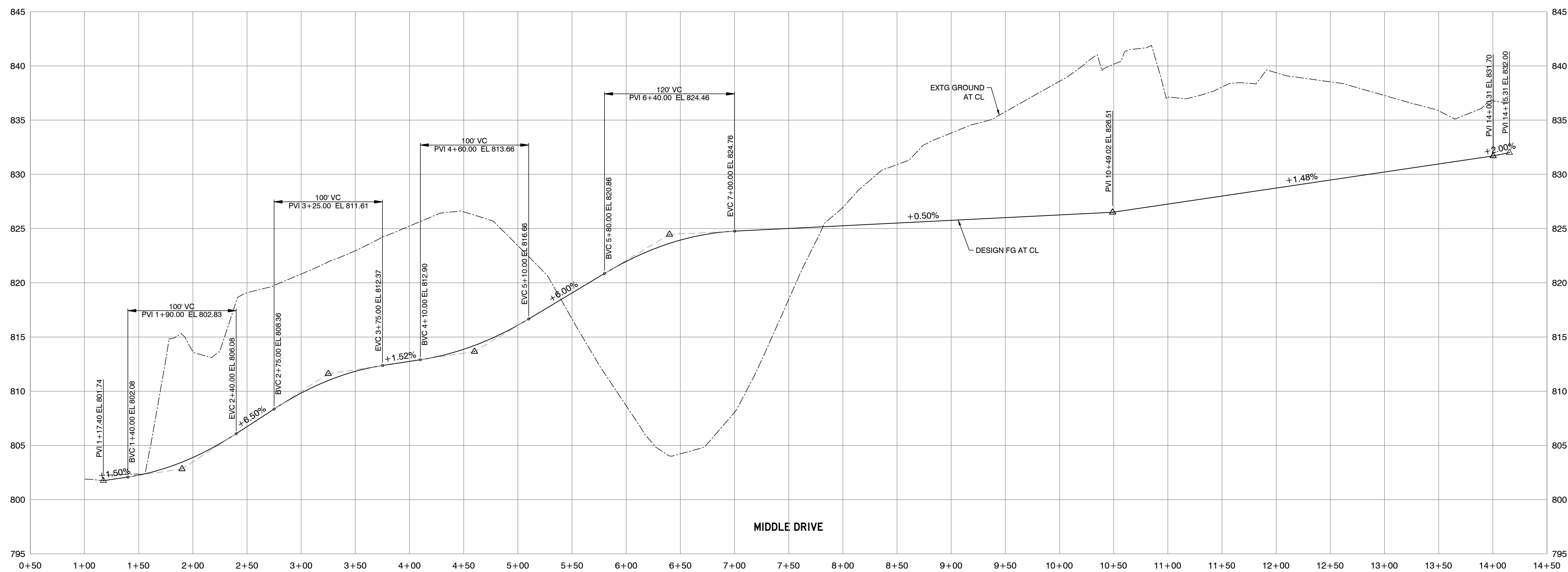
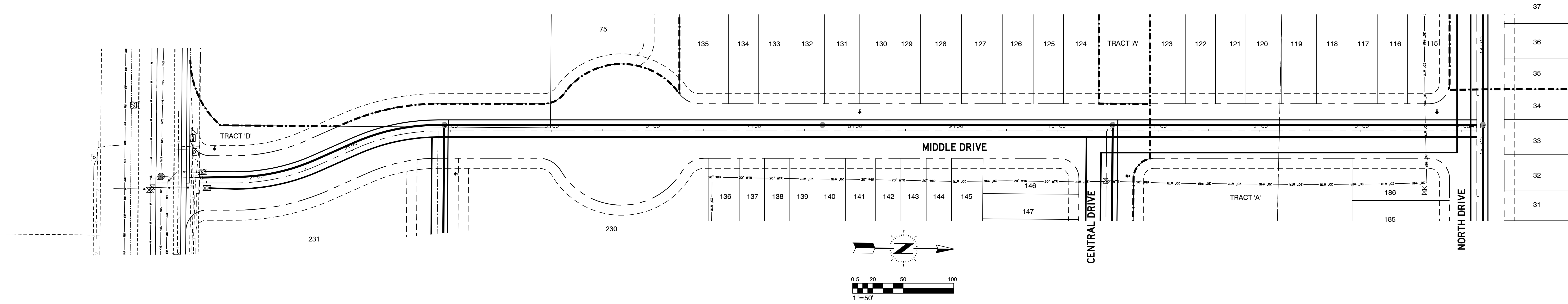




Mountain Loop plan and profile for:  
**Desert Sky**  
A project in the City of Richland, WA

Drawn by: DAK  
Checked by: JEF  
JF Eng. Job # 0195.00  
Scale H: 1"=50'  
Scale V: 1"=5'  
Date: Sept 7, 2023  
PP104

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CIVIL ENGINEERING  
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PROJECT MANAGEMENT  
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(509) 551-8174 PHN www.JFEngineering.pro

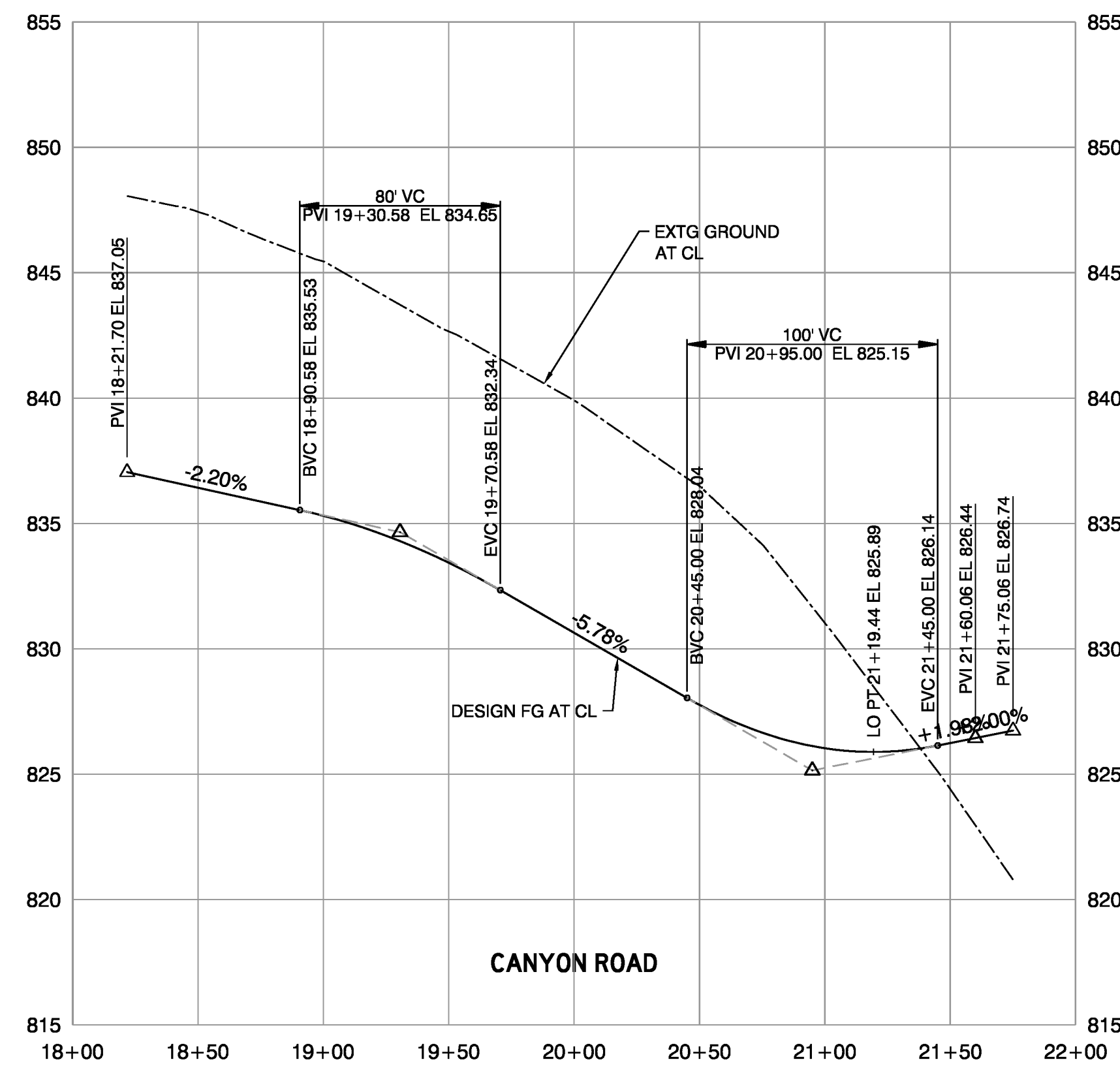
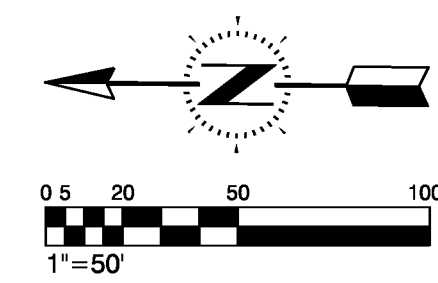
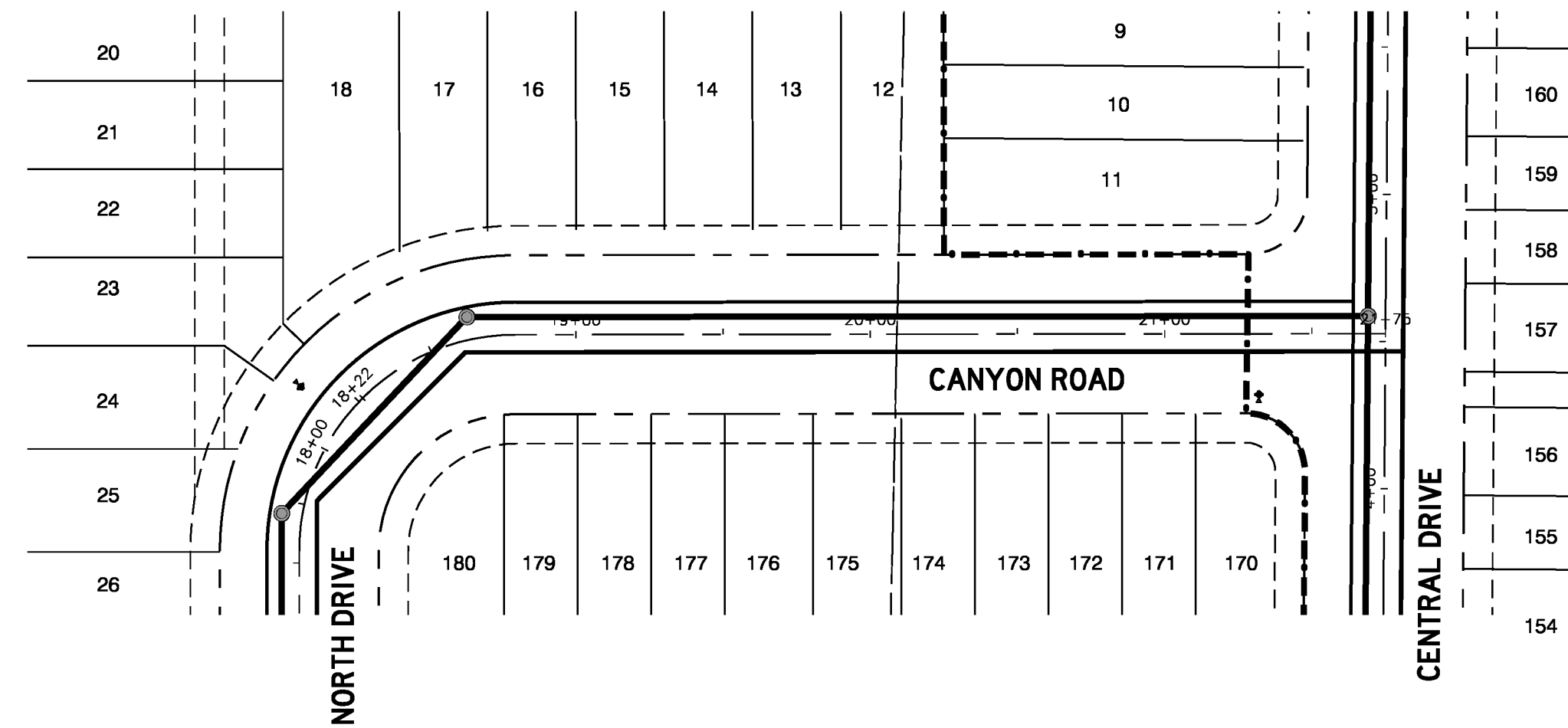


West Drive plan and profile for:  
**Desert Sky**  
 A project in the City of Richland, WA

Drawn by: DAK  
 Checked by: JEF  
 JF Eng. Job #  
 0195.00  
 Scale H: 1"=50'  
 Scale V: 1"=5'  
 Date:  
 Sept 7, 2023  
 PP105



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Drawn by: DAK  
Checked by: JEF

JF Eng. Job #  
0195.00

Scale H: 1"=50'  
Scale V: 1"=5'

Date:  
July 7, 2023

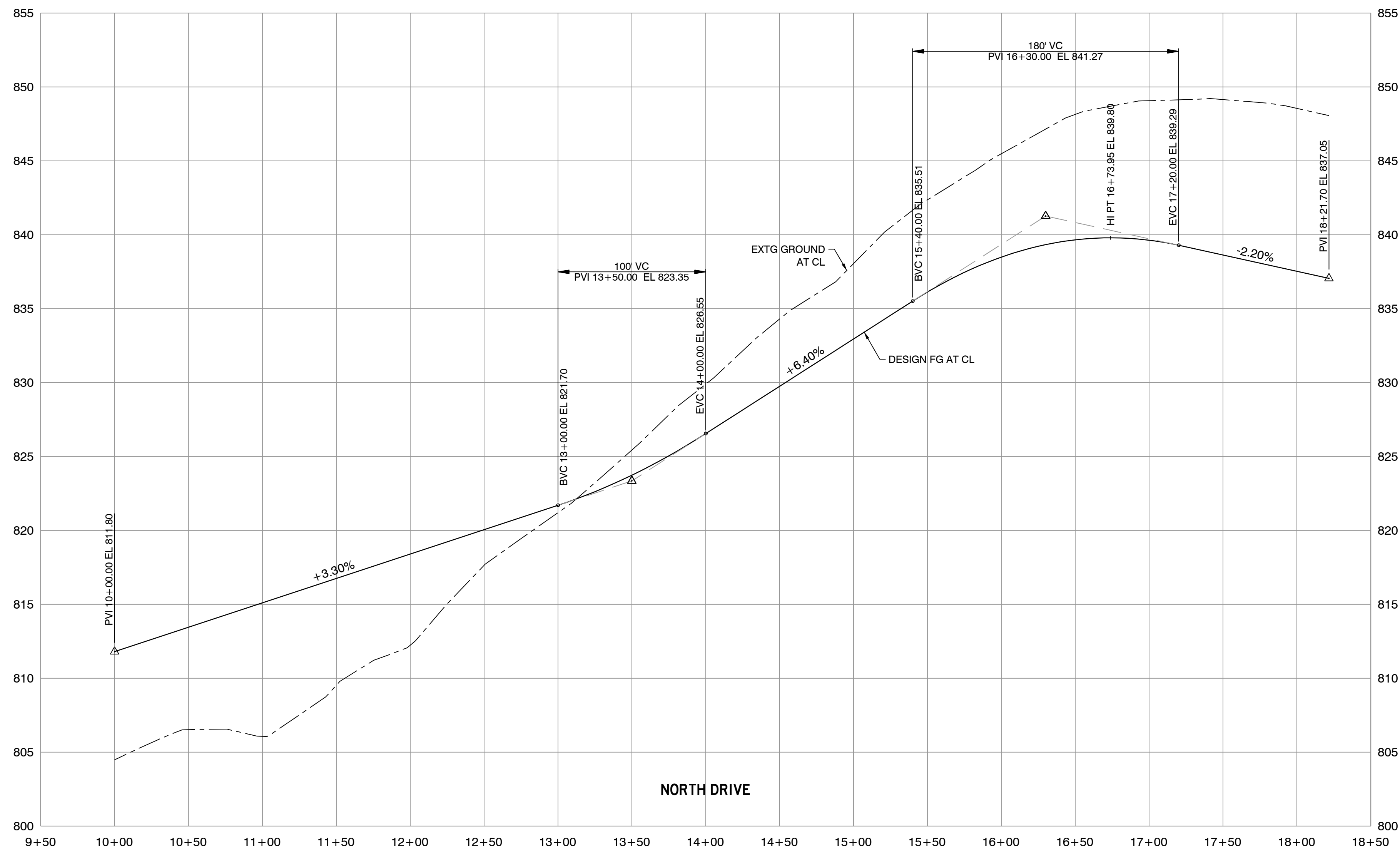
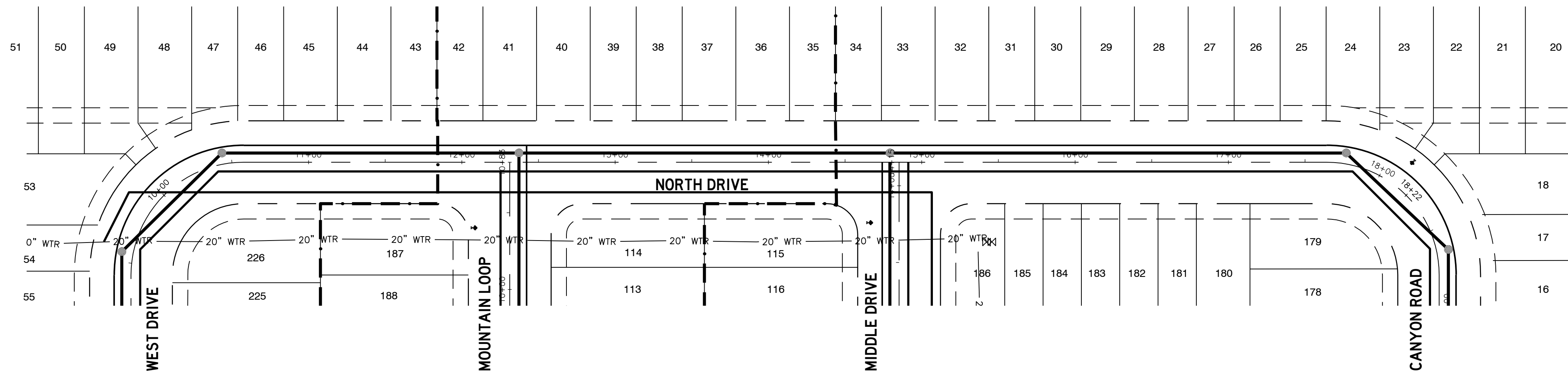
PP106

Canyon Road plan and profile for:

# Desert Sky

A project in the City of Richland, WA

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PROJECT MANAGEMENT  
104 Clover Island Dr., Suite 201    Kennewick, WA 99336  
(509) 551-8174 PHN    [www.JFEngineering.pro](http://www.JFEngineering.pro)

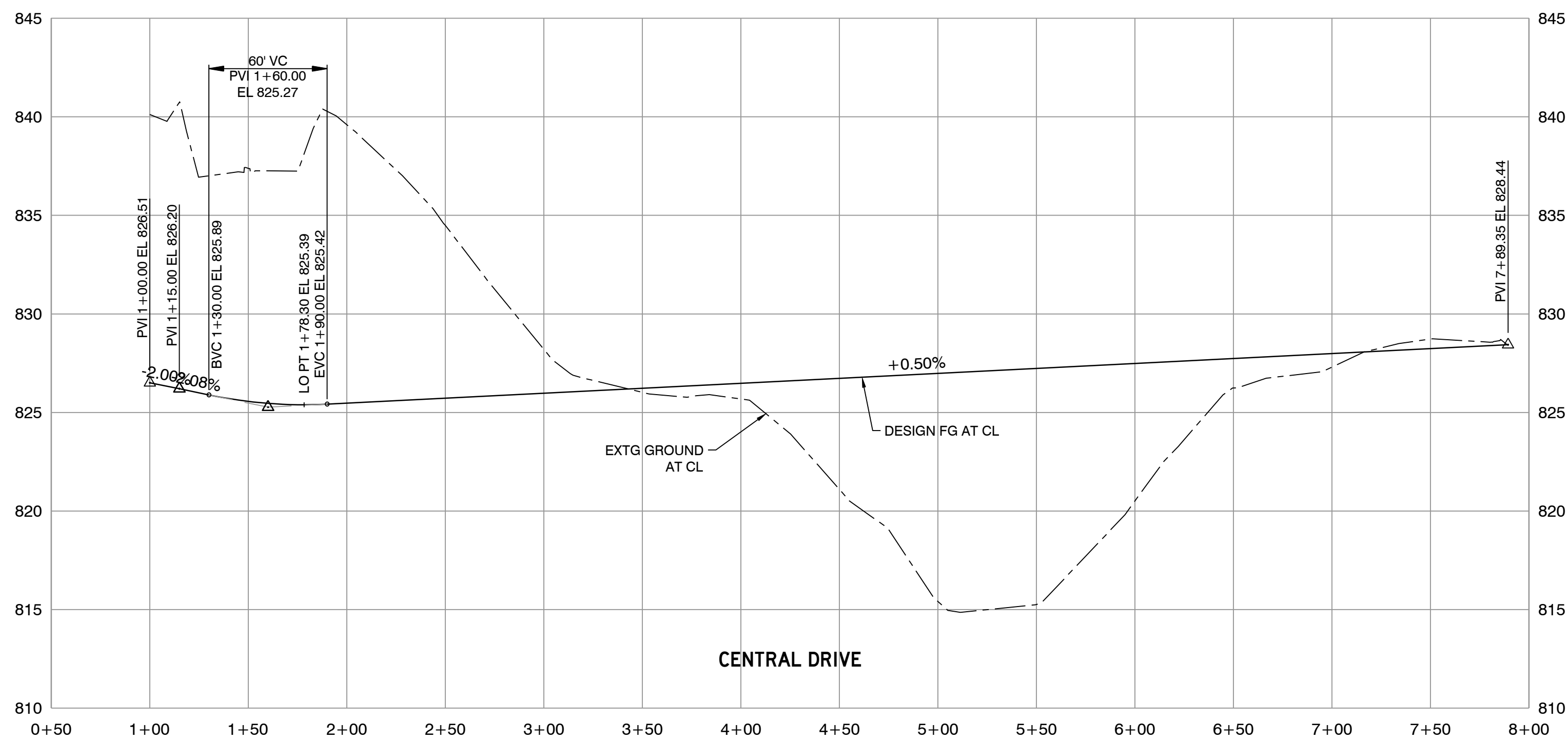
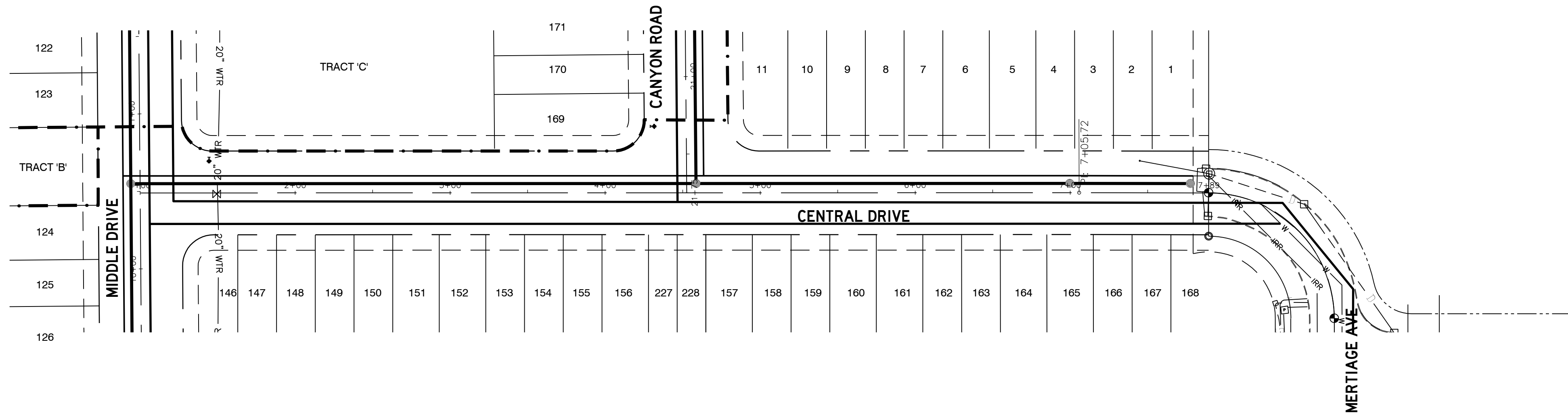


North Drive plan and profile for:  
**Desert Sky**  
A project in the City of Richland, WA

Drawn by: DAK  
Checked by: JEF  
JF Eng. Job # 0195.00  
Scale H: 1"=50'  
Scale V: 1"=5'  
Date: Sept 7, 2023  
PP107

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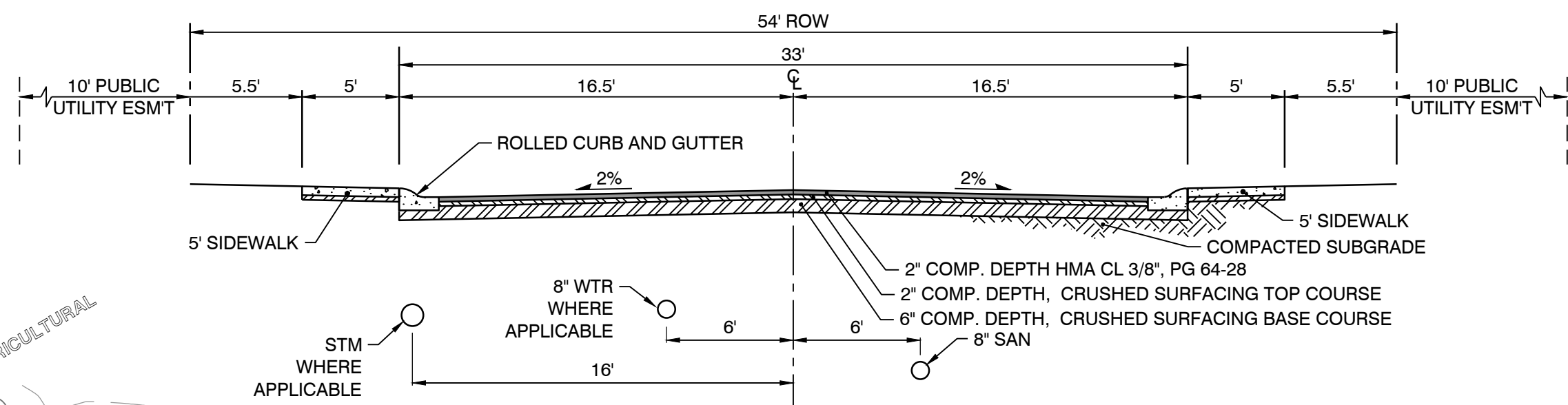
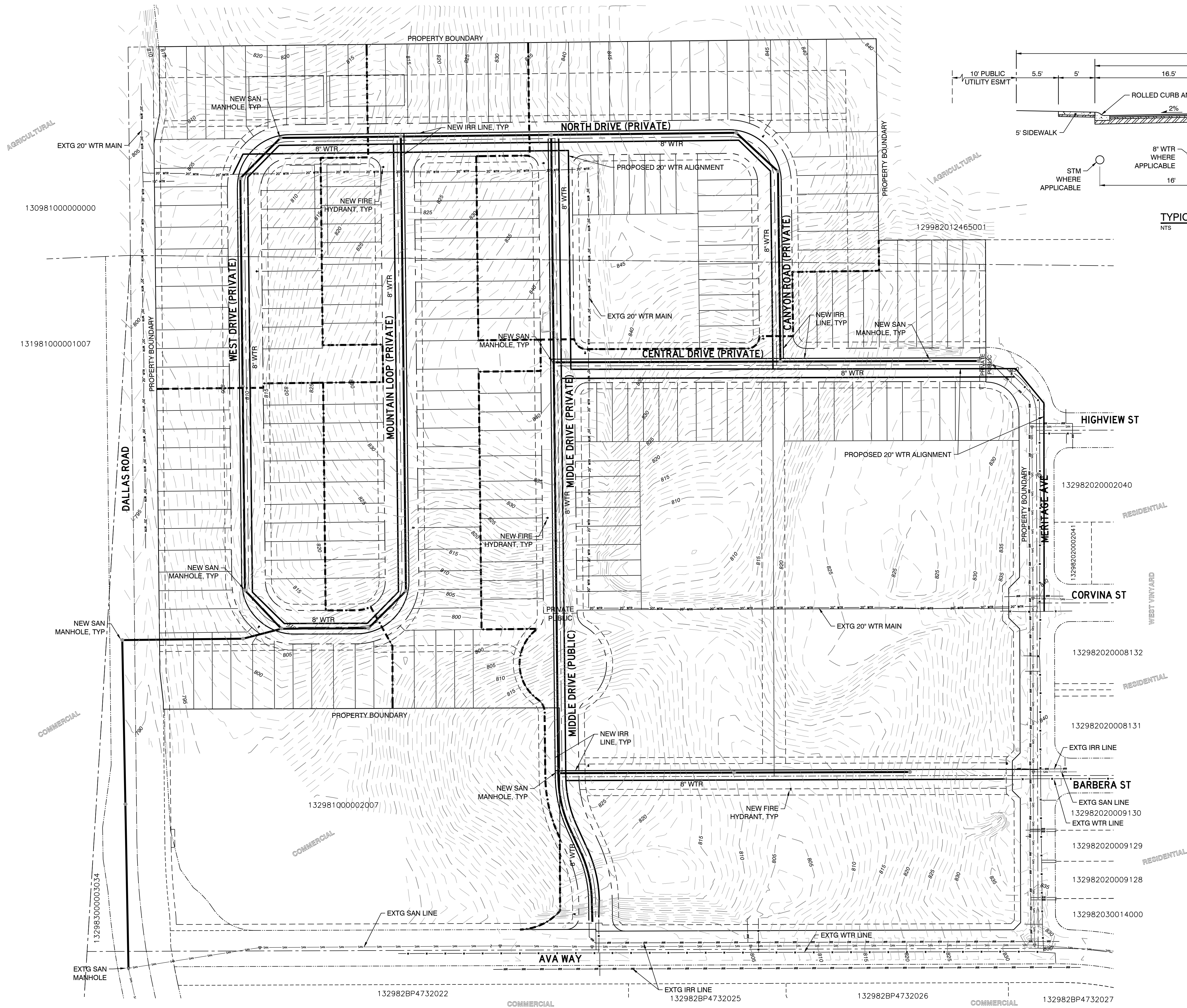




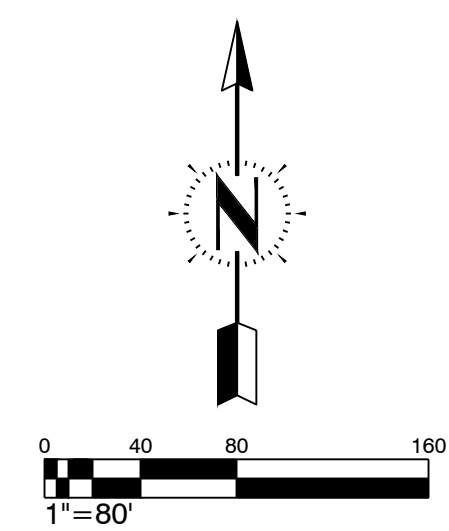
Central Drive plan and profile for:  
**Desert Sky**  
A project in the City of Richland, WA

Drawn by: DAK  
Checked by: JEF  
JF Eng. Job # 0195.00  
Scale H: 1"=50'  
Scale V: 1"=5'  
Date: Sept 7, 2023  
PP108

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TYPICAL ROAD SECTION  
NTS



#### UTILITIES AND STORMWATER

CITY POTABLE WATER AND SANITARY SEWER WILL BE EXTENDED TO EACH LOT WITHIN THE PLAT. FIRE HYDRANTS WILL BE INSTALLED AND LOCATED PER THE REQUIREMENTS OF THE CITY FIRE CHIEF.

BADGER MOUNTAIN IRRIGATION DISTRICT IRRIGATION WATER WILL BE EXTENDED TO THE PLAT AND TO EACH LOT WITHIN THE PLAT.

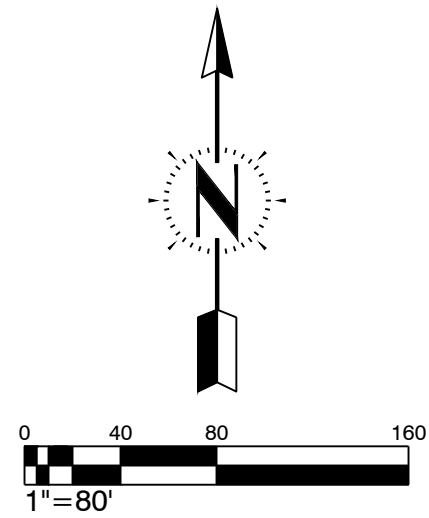
SANITARY SEWER EXISTS IN THE PLAT TO THE EAST, WEST VINEYARD PHASE 1, AND SOUTH OF THE PLAT IN AVA WAY. CONNECTION TO THE EXISTING SANITARY SEWER LINE IN AVA WAY WILL BE UTILIZED TO SERVE THIS PROJECT.

STORMWATER RUNOFF WILL BE COLLECTED FROM PUBLIC AND PRIVATE STREETS AND CONVEYED TO THE BADGER MOUNTAIN SOUTH CENTRAL STORMWATER POND.

STREET LIGHTS WILL BE INSTALLED PER THE CITY OF RICHLAND STANDARDS.








SEPERATE PERMIT REQUIRED FOR GRADING ACTIVITIES

GRADING QUANTITIES	
EXCAVATION	243,791 C.Y.
EMBANKMENT	203,876 C.Y.

SHADING LEGEND

-  REPRESENTS GREATER THAN 2.0' OF FILL REQUIRED. COMPACTION TESTING AND CERTIFICATION REQUIRED.



Preliminary grading plan for:

**Desert Sky**  
A project in the City of Richland, WA

Drawn by: DAK  
Checked by: JEF

JF Eng. Job #  
0195.00

Scale H: 1"=80'  
Scale V: N/A

Date:  
Sept 7, 2023

PP201

**J F** ENGINEERING, PLLC  
LANDSCAPE ARCHITECTURE  
PLANNING  
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