



# Parking Analysis

## Riverfront Apartments

*470 Bradley Blvd  
Richland, WA 99352*

*Prepared For:*

Cedar & Sage Homes  
4503 N 42<sup>nd</sup> Street  
Tacoma, WA 98407

*Prepared By:*

Paul Knutzen, PE  
Nick Bonnington, EIT  
Project No. 21123

*Preparation Date:*

*04/16/2024*

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## 1.0 PROJECT AND SITE INFORMATION

The Riverfront Apartments project is located at 470 Bradley Blvd in Richland, WA. See figures 1 and 2 below. The project encompasses Benton County parcel #114981012801001, which is zoned WF, Waterfront, by the City of Richland. The property is bordered by similarly zoned properties, which include mixed-use commercial, a hotel, and condos. The 1.08-acre project site is currently undeveloped and covered with gravel and dirt. The topography can be described as flat with approximately 2-feet of elevation change across the site.

The project proposes constructing a 5-story apartment complex with a first-level restaurant and a parking lot. The site will be accessed from George Washington Way. Construction is expected to begin in the Summer of 2024.

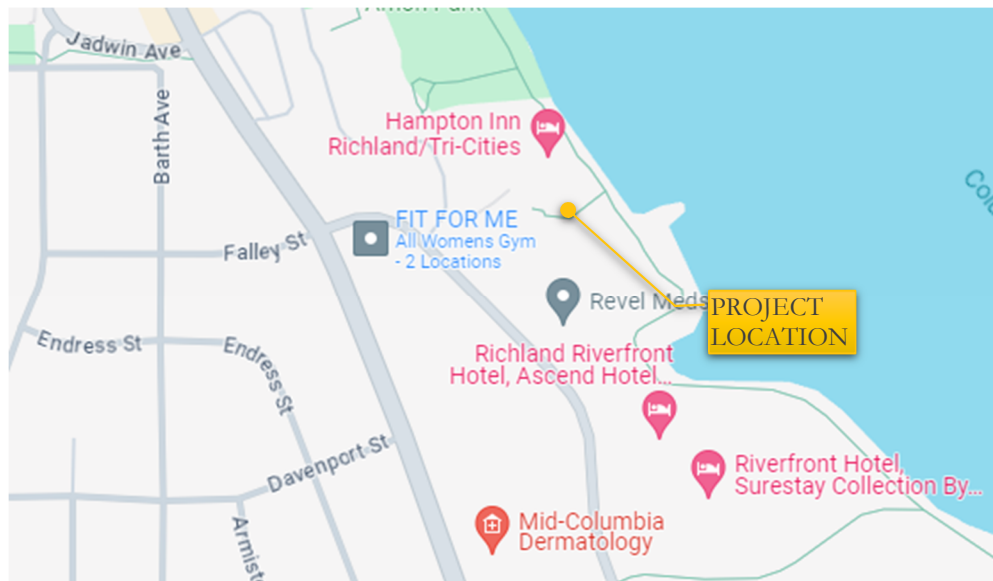


Figure 1. Vicinity Map.  
(Google Maps Image)



Figure 2. Existing Site Conditions.  
(Google Earth Image)

## 2.0 METHODOLOGY

The parking count analysis was developed in accordance with the City of Richland's Municipal Code, Chapter 23.54, Off-Street Parking and Landscaping.

The required parking count analysis was performed using RMC 23.54.020 (Standards and Requirements), 23.54.040 (Motorcycles), 23.54.050 (Bicycles), 23.54.055 (Compact Car Spaces), and 23.54.080 (Joint Use of Parking Facilities – Spaces Required). The uses included in the parking count analysis are multi-family complexes (apartments/studios) and restaurants (seated customers).

The total number of units and the square footage of the sit-down restaurant were provided in the architectural plans. See Appendix A for the Architectural Cover Page. In total, there are 32 units, 28 of which are 1-2 bedrooms, and 4 are studios. The square footage of the restaurant is 2,120 SF. Only the portion perpendicular to the river was used to find the square footage. See Appendix B for the First Level Floor Plan showing the area used.

There are two (2) shared parking agreements that affect the project property. AF#2009-031966 (2009) and AF#2015-013893 (2015). The shared parking agreement from 2009 includes the parcel where construction is proposed, #114981012801001, and the 4 parcels to the south, #114981012214002 (Vandervert Developments), #114981BP4009002 (The Bradley, Trilogy Hair Company, La Luna Wellness Studio, Velma Johnson, and Longship Cellars), #114981BP4009001 (Brush Salon and Revel Medspa), and #114981012909002 (Marsh McLennan Agency). The parcels to the east and west are not included in this shared parking agreement, #114981012214001 (Hampton Inn), #114981013299001, and #114981013299002, which include the condos along Riverfront Trail. See Appendix C for the 2009 Shared Parking Agreement.

The shared parking agreement from 2015 encompasses parcels #114981012801001 (proposed site), #114981012214002 (Vandervert Developments, LLC), #114981BP4009002 (The Bradley, Trilogy Hair Company, La Luna Wellness Studio, Velma Johnson, and Longship Cellars), and #114981012214001 (Hampton Inn). Parcels #114981013299001 and #114981013299002 are not included in this shared parking agreement. See Appendix D for the 2015 Shared Parking Agreement.

## 3.0 CALCULATIONS

The total required parking count based on RMC 23.54.020 is 62 total stalls, which includes a 10% reduction in parking per RMC 23.54.080. This is broken down by the types of dwelling units in the apartment complex and the sit-down restaurant on the first floor. See Table 1 for the complete required parking analysis.

Type	Description	Units	Spaces Required
Dwelling Multi-Family (Studio)	1/Unit	4 Units	4
Dwelling Multi-Family (1 and 2 Bed)	1.5/Unit	28 Units	42
Restaurant, Seated Customers	1/100 SF	2120 SF	22
		<b>Total Stalls</b>	68
		<b>Total Stalls with 10% Reduction</b>	62

Table 1. Required Parking Count Analysis.

The total on-site parking that is provided is 45 stalls including standard, ADA, and EV stalls. There is also parking provided on the first floor. Those stalls include standard, ADA, and compact stalls. See Appendix E for the First Level Parking Plan. Bicycle and motorcycle stalls are not included in the provided parking calculations. See Table 2 for the breakdown of the provided parking stalls.

Stall Type	Standard	ADA Standard	ADA Van & EV-Ready	Standard & EV-Ready	Compact	Total Stalls
Stall Count	19	0	1	4	0	24
First Level Parking	19	1	0	0	1	21
						45

*Table 2. Provided Parking Stalls.*

Per a phone call with the Hampton Inn manager, the hotel has 130 total rooms and 185 total parking stalls on-site. There is no restaurant in the hotel. Per RMC 23.54.020, 1 stall is needed per room, leaving the hotel with 55 extra stalls. Therefore, 17 stalls from the hotel parking lot can be used in our parking count to meet the City of Richland's on-site parking requirements of 62 stalls.

# APPENDIX A

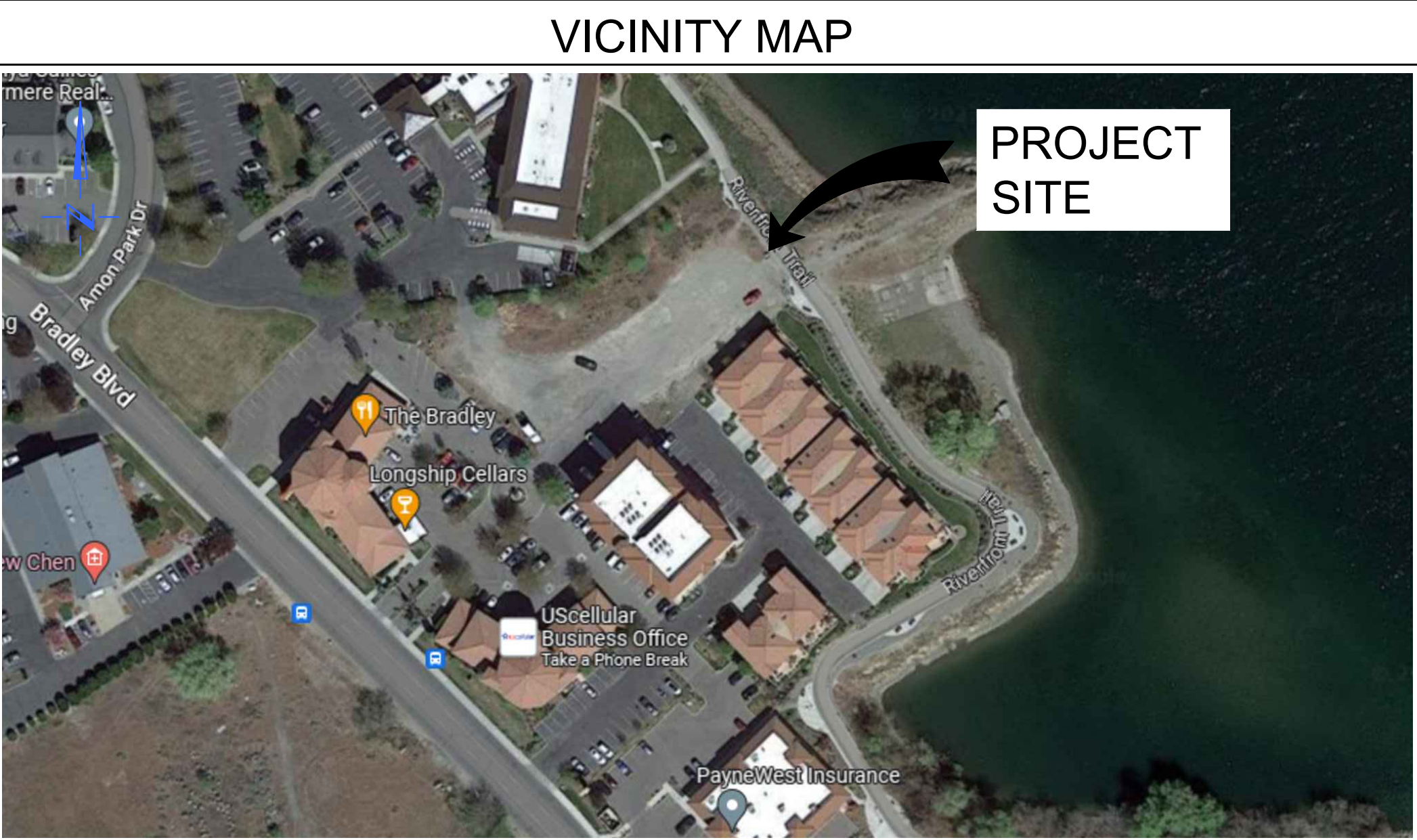
## Architectural Cover Sheet



ROOM UNIT MATRIX								
UNIT TYPE	UNIT DISTRIBUTION BY FLOOR					UNIT TOTAL	UNIT SQ. FTG.	DECK SQ. FTG.
NAME	1ST LEVEL	2ND LEVEL	3RD LEVEL	4TH LEVEL	5TH LEVEL			
STUDIO - A	0	1	1	1	1	4	518 S.F.	83 S.F.
1 BED - UNIT A	0	1	1	1	1	4	704 S.F.	64 S.F.
1 BED - UNIT B	0	1	2	2	2	7	818 S.F.	81 S.F.
1 BED - UNIT B - ADA	0	1	0	0	0	1	818 S.F.	81 S.F.
2 BED - UNIT A	0	0	1	1	1	3	1,044 S.F.	76 S.F.
2 BED - UNIT A - ADA	0	1	0	0	0	1	1,044 S.F.	76 S.F.
2 BED - UNIT B	0	1	1	1	1	4	1,057 S.F.	85 S.F.
2 BED - UNIT B.1	0	1	1	1	1	4	1,057 S.F.	85 S.F.
2 BED - UNIT C	0	0	1	1	1	3	1,142 S.F.	146 S.F.
2 BED - UNIT C - ADA	0	1	0	0	0	1	1,142 S.F.	146 S.F.
UNIT TOTALS	0	8	8	8	8	32	28,632 S.F.	2,804 S.F.

OCCUPANT LOAD TABLE						
UNIT TYPE	SQ. FTG.	OCCUPANCY	LOAD FACTOR	OCCUPANTS PER UNIT	UNIT TOTAL	TOTAL OCCUPANTS
NAME						
STUDIO - A	518 S.F.	R2	200	3	4	12
1 BED - UNIT A	704 S.F.	R2	200	4	4	16
1 BED - UNIT B	818 S.F.	R2	200	4	7	28
1 BED - UNIT B - ADA	818 S.F.	R2	200	4	1	4
2 BED - UNIT A	1044 S.F.	R2	200	6	3	18
2 BED - UNIT A (ADA)	1044 S.F.	R2	200	6	1	6
2 BED - UNIT B	1057 S.F.	R2	200	6	4	24
2 BED - UNIT B.1	1057 S.F.	R2	200	6	4	24
2 BED - UNIT C	1142 S.F.	R2	200	6	3	18
2 BED - UNIT C (ADA)	1142 S.F.	R2	200	6	1	6
TOTAL						156

PROJECT DIRECTORY		PROJECT DATA	
CONTRACTOR / OWNER: CEDAR & SAGE HOMES WA 1333 TAPTEAL DR. # 115 RICHLAND, WA 99352 PHONE: (509) 579-9060 CONTACT: STEVE HUDSON - <a href="mailto:steve@cedarandsagehomes.com">steve@cedarandsagehomes.com</a>		PROJECT ADDRESS: 470 BRADLEY LANDING RICHLAND, WA 99352	
CIVIL:  KNUTZEN ENGINEERING 5401 RIDGELINE DRIVE, SUITE 160 KENNEWICK, WA 99338 PHONE: (509) 222-0959 CONTACT: PAUL KNUTZEN - <a href="mailto:paul@knutzenengineering.com">paul@knutzenengineering.com</a>		CODE: 2018 I.B.C. WITH WASHINGTON STATE AMENDMENTS, 2018 WASHINGTON STATE ENERGY CODE, A.D.A. ACCESSIBILITY GUIDELINES, ICC/ANSI A117.1-2009	
ARCHITECT: BAKER ARCHITECTURE PO BOX 189 RICHLAND, WA 99352 PHONE: (509) 551-7425 CONTACT: BRUCE BAKER - <a href="mailto:bakerarchitecture@frontier.com">bakerarchitecture@frontier.com</a>		OCCUPANCY: R2, M, S-2	
STRUCTURAL: KNUTZEN ENGINEERING 5401 RIDGELINE DRIVE, SUITE 160 KENNEWICK, WA 99338 PHONE: (509) 222-0959 CONTACT: ERIC ANDERSON - <a href="mailto:eric@knutzenengineering.com">eric@knutzenengineering.com</a>		CONSTRUCTION TYPE: 1ST LEVEL: I-A SPRINKLED NFPA 13 2ND-5TH LEVEL: V-A SPRINKLED NFPA 13R	
MECHANICAL, ELECTRICAL & PLUMBING: KIMLEY-HORN 1000 2ND AVE, SUITE 3900 SEATTLE, WA 98104 PHONE: (206) 705-8488 CONTACT: CHRIS RAPP - <a href="mailto:chris.rapp@kimley-horn.com">chris.rapp@kimley-horn.com</a>		ALLOWABLE BUILDING AREA: 1ST LEVEL: UNLIMITED 2ND-5TH LEVEL: 12,000 S.F. PER FLR.	
		ALLOWABLE BUILDING AREA INCREASE: N/A	
		ALLOWABLE BUILDING HEIGHT: 70'-0"	
		ALLOWABLE NUMBER STORIES: 4	
		PROPOSED BUILDING AREA: 1ST LEVEL FLOOR PLAN: RETAIL: 3,062 S.F. PARKING: 9,510 S.F. COMMON: 646 S.F. ELEVATOR / FIRE RISER: 207 S.F. TOTAL 1ST LEVEL GROSS: 13,425 S.F.	
		2ND - 5TH LEVEL FLOOR PLAN: UNITS: 7,158 S.F. PER FLR. X 4 = 28,632 S.F. UNITS DECKS AREA: 699 S.F. X 4 = 2,796 S.F. COMMON AREA: 1,115 S.F. PER FLR. X 4 = 4,460 S.F. ELEVATOR / STORAGE: 132 S.F. PER FLR. X 4 = 528 S.F. TOTAL 2ND - 5TH LEVEL GROSS AREA: = 36,416 S.F.	
		PROPOSED BUILDING AREA TOTAL: 49,841 S.F.	
		PROPOSED BUILDING HEIGHT: 55'-0" MAX	
		PROPOSED NUMBER OF STORIES: 5	
		OCCUPANT LOAD: SEE TABLE THIS SHEET	



ACCESSORY MOUNTING HEIGHTS FOR ACCESSIBILITY			MISCELLANEOUS FIXTURES	
CONTRACTOR SHALL COMPLY WITH WASHINGTON STATE BUILDING CODE 51-50 FOR MOUNTED CONTROLS AND FIXTURES. REFER TO ICC/ANSI A117.1 2009 FOR MOUNTING HEIGHTS.				
GENERAL NOTES 1. ALL OPERATING MECHANISMS OF ACCESSIBLE FIXTURES FOR PEOPLE WITH DISABILITIES SHALL BE MOUNTED AS SHOWN IN COMPLIANCE WITH ICC/ANSI A117.1 2009. 2. PROVIDE THE INTERNATIONAL SYMBOL OF ACCESSIBILITY, WITH BRAILLE AT ALL STAIRS, RESTROOMS, AND LEGAL HANDICAP EXITS. THE SIGN SHALL BE MOUNTED 48" MINIMUM AND 60" MAXIMUM ABOVE THE FINISHED FLOOR TO THE BASELINE OF THE BRAILLE CELLS ON THE LATCH SIDE OF THE DOOR AND ALONG SIDE THE DOOR PER ICC/ANSI A117.1 2009 CHAPTER 7. SEE THE DIAGRAM BELOW FOR MORE INFORMATION. 3. SEE ENLARGED PLANS FOR DIMENSIONS FOR ACCESSIBLE TOILET COMPARTMENTS.				
NOTE 1: TOILET MOUNTING HEIGHTS 17" MINIMUM TO 19" MAXIMUM STANDARD TO TOP OF SEAT FOR ACCESSIBILITY			NOTE 4: DOOR MINIMUM PARALLEL CLEARANCES BEYOND DOOR LATCH	
NOTE 2: URINAL MOUNTING HEIGHTS 24" STANDARD TO RIM 17" MAXIMUM TO RIM FOR ACCESSIBILITY			NOTE 5: DOOR MINIMUM CLEARANCES PERPENDICULAR TO DOORWAY	
NOTE 3: DRINKING FOUNTAIN HEIGHTS 38" MINIMUM TO 43" MAXIMUM STANDARD TO SPOUT OUTLET MAXIMUM TO SPOUT OUTLET FOR ACCESSIBILITY				

PRELIMINARY  
NOT FOR  
CONSTRUCTION

Cedar & Sage Homes WA  
RIVERFRONT APARTMENTS  
470 BRADLEY LANDING, RICHLAND, WA 99352  
GENERAL INFORMATION

DATE: 01/30/2024  
JOB NO.: 21-0614  
DRAWN BY: JSD  
SHEET NO:

G0.1



# APPENDIX B

## 1<sup>st</sup> Level Floor Plan



# 1ST LEVEL FLOOR PLAN

DATE: 10/20/2023  
JOB NO.: 21-0614  
DRAWN BY: BB / JSD  
SHEET NO:

# A2.1



SCALE: 1/8" = 1'-0"

## APPENDIX C

### 2009 Shared Parking Agreement



## Return Name and Address:

River Walk Village  
Investments, LLC  
12906 N. Addison St.  
Spokane, WA 99218

## PLEASE PRINT OR TYPE INFORMATION:

**Document Title:**

Reciprocal Easement and Parking Agreement

**Grantor(s)**(Last name first, first name, middle initials):

1. Oakwood Inns, LLC
  2. River Walk Village Investments, LLC
  - 3.
  - 4.
- Additional names on page \_\_\_\_\_ of document.

EXCISE TAX NOT REQUIRED  
BENTON COUNTY EXCISE TAX DIVISION  
BY Hammungicht 10-26-09  
DEPUTY  
easement

**Grantee(s)**(Last name first, first name, middle initials):

1. River Walk Village Investments, LLC
  2. Oakwood Inns, LLC
  - 3.
  - 4.
- Additional names on page \_\_\_\_\_ of document.

**Legal description** (abbreviated: i.e., lot, block, plat or section, township, range, qtr./qtr.)  
Section 14 Township 9 Range 28 Quarter NE: SHORT PLAT #2801,  
LOT 1, 4/20/2004, AF#04-013300. SUBJECT TO EASEMENTS,  
RESTRICTIONS, RESERVATIONS AND COVENANTS OF RECORD.  
Additional legal is on page 22 of document.

**Reference Number(s)** of documents assigned or released:

Additional numbers on page \_\_\_\_\_ of document.

**Assessor's Property Tax Parcel/Account Number:** (MUST HAVE 15 DIGITS)

Property Tax Parcel ID is not yet assigned.  
Additional parcel numbers on page \_\_\_\_\_ of document.

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

10/27/2009 11:08:41 AM

EXCISE TAX NOT REQUIRED  
BENTON COUNTY EXCISE TAX DIVISION  
BY Hammerling 10-26-09 DEPUTY  
Leasement

Filed for Record at Request of and copy returned to:  
River Walk Village Investments, LLC  
12906 N. Addison St.  
Spokane, WA 99218

## RECIPROCAL EASEMENT AND PARKING AGREEMENT

**THIS RECIPROCAL EASEMENT AND PARKING AGREEMENT** (hereinafter referred to as the "Agreement"), effective as of the date set forth herein below, is made and executed by and between River Walk Village Investments, LLC, a Washington limited liability company (hereinafter "River Walk") and Oakwood Inns, LLC, a Washington limited liability company (hereinafter "Oakwood") (collectively the "Parties").

### RECITALS:

A. **Ownership.** River Walk, its heirs, successors, and assigns, and Oakwood, its heirs, successors, and assigns, for and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby convey and grant to one another certain easements over, across and upon the real property described herein.

B. **Description of Subject Property.** The real property subject to this Agreement is legally described in Exhibit "A" and shown as set forth on Exhibit "B"; said Exhibits being attached hereto, and by this reference made a part hereof.

C. **Improvement of Subject Property.** Building structures currently exist on the Development. The Parties intend that new Buildings will be constructed within the Development. Other than as to portions of the Development which the Parties may hereafter sell, lease or otherwise transfer, the Parties shall retain the right to modify the Buildings and Building Areas in accordance herewith.



**D. Easements.** The Parties intend to establish and create for the benefit of each Parcel certain reciprocal easements and rights-of-way for parking, access over and across the Development and utility services to the Buildings within the Development.

**E. Intent and Purpose.** The Parties intend, by recording this Agreement, to subject the Development and all Buildings and improvements now or hereafter located thereon to the provisions of this Agreement and to impose upon the Development mutually beneficial covenants, restrictions and easements for the benefit of the Owners of all current or future interests in the Development.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties hereby agree as follows:

## **ARTICLE I.**

### **DEFINITIONS**

Unless the context clearly indicates otherwise, capitalized terms as used in this Agreement shall have the meanings set forth in this Article:

**1.1 Access Area or Areas.** The term "Access Area" or "Access Areas" shall mean the area or areas on each Parcel set aside for avenues of pedestrian and vehicular ingress and egress to, over and across the Development and to the public roadways adjacent thereto, including ingress and egress between the contiguous Parcels thereof.

**1.2 Agreement.** The term "Agreement" shall mean this Reciprocal Easement and Parking Agreement.

**1.3 Building or Buildings.** The term "Building" or "Buildings" shall mean any structure now or hereafter situated on any portion of the Development.

**1.4 Building Area or Areas.** The term "Building Area" or "Building Areas" shall mean the area or areas of land in the Development on which any Building is constructed.

**1.5 Common Area or Areas.** The term "Common Area" or "Common Areas" shall mean and include all of the Access Areas (excluding drive-thru lanes), Parking Areas and Utility Easement Areas within the Development.

**1.6 County.** The term "County" shall mean the County of Benton, Washington.

**1.7 Development.** The term "Development" shall mean the parcels of land described in Exhibit "A" and "B" hereto. If the Development is further subdivided, said term shall include all parcels thereof.

**1.8 Floor Area.** The term "Floor Area" shall mean the area of a Building measured from exterior surface of exterior walls and from the center of common walls or interior demising partitions.

**1.9 Governing Entities.** The term "Governing Entities" means any government, authority, department, commission, court, arbitrator, board, bureau, agency, unit, or instrumentality having jurisdiction over any of the Development. The term "Governing Entities" includes, but is not limited to, the United States of America, the State, and the County.

**1.10 Landscape Area or Areas.** The term "Landscape Area" or "Landscape Areas" shall mean the area or areas within the Development on which grass, shrubs, trees, or other landscaping type items are planted.

**1.15 Owner.** The term "Owner" shall mean the person or persons who from time to time are the record owner(s) of the fee title to the Development, or of any Parcel in the event the Development is further subdivided.

**1.16 Parcel/Parcels.** The term "Parcel" shall mean any separate parcel of land as described in Exhibit "A", that may hereafter be subdivided and contained in the Development held by any record Owner(s). The term "Parcels" shall mean the all of the parcels of land as described in Exhibit "A".

**1.17 Parking Area or Areas.** The term "Parking Area" or "Parking Areas" shall mean the area or areas within the Development set aside for the parking, related maneuvering, and passage of passenger motor vehicles and for passage of pedestrians.

**1.18 Plan.** The term "Plan" or "Plans" shall mean the conceptual site plan as shown on attached Exhibit "B".

**1.19 State.** The term "State" shall mean the State of Washington.

**1.20 Utility Easement Area or Areas.** The term "Utility Easement Area" or "Utility Easement Areas" shall mean the area or areas within the Development set aside for

the installation, maintenance, and operation of public utility services to the Buildings and/or site improvements within and specific to the Development.

## **ARTICLE II.**

### **LAND USE AND SUBDIVISION**

**2.1 Common Plan.** The Development is to be developed in accordance with general retail development practices, as conceptually depicted on the Plans. The foregoing shall not be construed to prohibit relocation or reconfiguration of the Buildings depicted thereon or changes in the Building Areas, Access Areas and Parking Areas depicted thereon, so long as such relocation or reconfiguration does not interfere with the Parcel and must be in compliance with applicable rules and regulations of Governing Entities and all other requirements of law and the provisions of this Agreement. No such relocation or reconfiguration shall be made which would obligate any tenant of an Owner to move from or alter the premises occupied by such tenant without the consent of such tenant, unless otherwise specifically provided in such tenant's lease.

## **ARTICLE III.**

### **BUILDING AREAS**

**3.1 Designation of Building Areas** Each Owner shall have the right to determine the portion(s) of its Parcel to be designated as Building Area and the right to change such designation from time to time; provided that at all times adequate Parking Areas, Access Areas, and Utility Easement Areas shall be established and maintained on each Parcel as hereinafter required.

**3.2 Building Design and Construction.** An Owner shall be entitled to a construction easement for the purpose of constructing improvements within the Development as may be allowed herein. Such construction easement shall include an easement for installation, care, maintenance, and replacement of improvements, provided that each Owner that benefits from such construction easement must abide by the provisions of this Section 3.2. All construction, alteration, and repair work relative to the Development or any Building

or improvement thereon shall be accomplished in an expeditious manner, in compliance with all laws, rules, regulations, orders, permits, approvals, and licenses of all Governing Entities. Each Owner, and all other persons undertaking such work, shall take all necessary measures to minimize any disruption or inconvenience caused by such work. Such work shall be accomplished in such a manner as to minimize any damage or adverse effect that might be caused by such work to any other occupant of the Development. All Buildings constructed in the Development shall be built in a good workmanlike manner, of the same general quality comparable to those locations or other neighborhood shopping centers in comparable areas of the County or State, and as the Buildings theretofore constructed in the Development, and shall be designed and constructed in a manner which is generally architecturally harmonious with the Buildings theretofore built in the Development.

**3.3 Automatic Sprinklers.** Every Building in the Development shall be either equipped with automatic sprinkler systems, which meet all the standards of the Insurance Services Office (or comparable organization having jurisdiction), or shall otherwise be constructed in such a manner as not to adversely affect the fire rating of any other Building built upon any other Building Area. The purpose of this provision is to allow Buildings built on each Building Area to be fire rated as separate and distinct units without deficiency charge.

**3.4 Building Area Maintenance.** Each Owner shall maintain its Buildings (including, but not limited to, any loading docks, truck facilities, or compactor areas) and Building Areas in good, clean, attractive, safe, and sanitary condition, order, and repair, consistent in manner and appearance with other neighborhood shopping centers in comparable areas of the County or State.

**3.5 Damage or Destruction.** In the event of any damage to or destruction of any Building within the Development, the Owner of that Building shall, with all due diligence, either: (i) restore or replace such Building in a good workmanlike manner; (ii) raze and remove such Building and all debris resulting therefrom, and otherwise clear and restore the Building Area affected by such damage or destruction to a level and clean condition consistent with maintaining the Development as a shopping center of a quality comparable to that maintained and operated by other shopping centers in comparable areas of the County or State. In the event the Owner of the Parcel on which the aforementioned damage or



destruction has occurred has, through leases, delegated its obligations to rebuild or restore, said Owner shall be given adequate time to enforce as to said tenant or tenants their obligations to repair, restore or raze the damaged or destroyed building.

#### **ARTICLE IV.**

##### **EASEMENTS AND EASEMENT AREAS/COMMON AREAS**

**4.1 Grant and Declaration of Reciprocal Easements.** The Parties hereby grant to any future Owners, their successors, assigns, mortgagees, lessees, sublessees, employees, agents, customers, licensees, and business invitees, and declares for the benefit of the Development, permanent, mutual, reciprocal and non-exclusive access, parking and utility easements and rights to use the Access Areas, Parking Areas and Utility Easement Areas for the purposes for which they are intended as provided in this Agreement, as all of such areas presently exist or may hereafter be established in accordance herewith.

**4.2 Use of Easements.** The easements established by this Agreement shall be for the benefit of and restricted solely to the use of the Owner, its successors, assigns, mortgagees, lessees, sublessees, employees, agents, customers, licensees and business invitees, and the same are not intended and shall not be construed as creating any right in or for the benefit of the general public.

**4.3 Management and Maintenance of Common Areas.** The Owner of each Parcel in the Development shall, subject to the rights and duties set forth in this Agreement, be responsible, at such Owner's own expense, for the exclusive management and control of such Owner's Parcel (including the Common Areas within such Parcel) and all improvements and landscaping thereon, unless Common Area maintenance duties are otherwise arranged for between the Owner's or as otherwise provided in this Agreement. Each Parcel shall be kept in good, clean, attractive, safe and sanitary condition, order, and repair consistent with a first class retail development. No wall, fence or barrier of any kind shall be constructed or maintained on any Parcel or portion thereof which would prevent or unreasonably impair the use or exercise of any of the easements granted hereunder, or the free access to and movement between Parcels, including without limitation pedestrian and vehicular traffic between

Parcels. For the purposes of this Paragraph 4.3, a material change in the grade of the shopping center or a Parcel shall be deemed a "barrier." The Owner of each Parcel within the Development shall have the right to exercise control over such Owner's Parcel (including the Common Areas within such Parcel) to: (a) remove any person from such Parcel who is not a business invitee or customer; (b) remove from such Parcel unauthorized vehicles, vendors, salespersons, and/or any individuals who engage in advertising, solicitation, leafleting, hand billing, patrolling, boycotting, picketing (including any "informational" picketing), distributing literature or written materials of any kind, or who otherwise attempt by any means to advise customers, employees or members of the general public of any political cause or candidate, any civil or fraternal organization or cause, or any other issue or dispute; and (c) obtain assistance from any appropriate law enforcement agency and/or judicial authority in order to enforce the foregoing rights.

**4.4 Maintenance.** The Owner of each Parcel shall, at all times and at its sole expense, be responsible for all costs and expenses relating to the Common Area within that portion of such Owner's Parcel for the following: (i) all necessary snow and ice removal from the Common Areas; (ii) all necessary removal of debris from the Common Areas; (iii) all necessary maintenance, repair and resurfacing of the Common Areas, including any necessary repaving and restriping; (iv) if necessary or desired, the installation, operation, and maintenance of lighting for the Common Areas; and (v) all necessary maintenance of landscaping within the Common Areas; provided that the Owners may, by mutual agreement between them, but shall not be obligated to, appoint a third party (a "Maintenance Manager") as their agent to maintain the Common Areas of the Development. In the event a Maintenance Manager is appointed, each Owner shall reimburse the Maintenance Manager for a proportionate share for the cost of such maintenance. Each Owner's proportionate share of such maintenance expenses shall be determined by multiplying the total maintenance costs by a fraction, the numerator of which is the total square footage of the individual Parcel, and the denominator of which is the total square footage of the entire Development (the "Owner's Proportionate Share").

**4.5 Payment of Maintenance Costs.** In the event that a Maintenance Manager is appointed, if any part of any maintenance cost billed to an Owner by the Maintenance

Manager is not paid and received by the Maintenance Manager or its designated agent within ten (10) days after the due date, an automatic late charge equal to ten percent (10%) of the charge (but not less than Ten Dollars [\$10.00]) shall be added to and collected with the charge. Additionally, if any part of any maintenance cost is not paid by the Owner and received by the Maintenance Manager or its designated agent within thirty (30) days after the due date, the total unpaid amount of maintenance costs (including the late charge) shall thereafter bear interest at the rate of eighteen percent (18%) per annum until paid. Each unpaid maintenance cost billing shall constitute a lien on each respective Parcel (a "Maintenance Cost Lien"), prior and superior to all other liens recorded subsequent to the recordation of the Maintenance Cost Lien, except (1) all taxes, bonds, assessments, and other levies which, by law, would be superior thereto; and (2) labor or materialmen's liens arising under Washington law (timely and duly filed) if the legal effective date is prior to the recording of the Maintenance Cost Lien. Such lien, when delinquent, may be enforced by sale by the Maintenance Manager or its attorney, after failure of the Owner to pay such maintenance cost, in accordance with the provisions of Washington law applicable to the exercise of powers of sale in deeds of trust (with the Maintenance Manager having the right and authority to appoint an independent trustee), or by judicial foreclosure as a mortgage, or in any other manner permitted by law. The Maintenance Manager or any other Owner shall have the power to bid for the Parcel at the foreclosure sale, and to acquire and hold, lease, encumber, and convey the same. The foreclosing party shall have the right to reduce or eliminate any redemption rights of the defaulting Owner as allowed by law. Suit to recover a money judgment for unpaid maintenance costs, rent, interest, costs, penalties, and attorneys' fees shall be maintainable without foreclosing or waiving the lien securing the same.

**4.6 Liability Insurance.** Each Owner within the Development shall at all times maintain or cause to be maintained comprehensive general public liability insurance against claims for personal injury or death and property damage occasioned by accident occurring upon, in, or on any portion of the Owner's Parcel (including the Common Areas). The limits of liability of such insurance shall be not less than Two Million and No/100 Dollars (\$2,000,000.00) combined single limit coverage for injury to person, loss of life, and damage to property arising out of any single occurrence. At the written request of any Owner, the

amount of such liability insurance coverage shall be periodically reviewed and if it is reasonably determined that such amount is inadequate, based on then normally accepted industry standards, the minimum amount of such liability insurance coverage shall be increased to conform to the current industry standards. Upon request, each Owner shall provide the other Owner(s) with a copy of a certificate of insurance evidencing such insurance with each Owner naming each other Owner as an additional insured. Notwithstanding the foregoing, the Owner of each Parcel may contractually pass on to a tenant or tenants the obligations contained within this Section 4.6, provided that all Owners within the Development are additional insureds and are noted as such on the policy certificate.

**4.7 Taxes.** Each Owner shall pay or cause to be paid, prior to delinquency, all real estate taxes and other taxes and assessments which may be levied or assessed against that Owner's Parcel (including the Common Areas), subject to the right of any Owner, lessee, or sublessee to contest such taxes and assessments in the manner provided by law and/or their tenancy agreement.

## **ARTICLE V.**

### **PARKING AREAS**

**5.1 Designation of Parking Areas.** The Owner of each Parcel within the Development shall generally have the right to determine the portion(s) of such Parcel to be designated as Parking Area and the right to change such designation from time to time, provided that at all times following completion of construction or any Building on a Parcel, the Owner thereof shall maintain or cause to be maintained thereon a paved Parking Area or paved Parking Areas, which include parking spaces on each Parcel for not less than the number required under any rules of Governing Entities and other applicable law for such Parcel, it being the specific intent of the Owners that only those parking spaces available entirely within the boundary lines of such Parcel be counted towards satisfying parking requirements of any Governing Entities as to each such Parcel.

**5.2 Use of Parking Areas.** All Parking Areas shall be available for the purpose of common use thereof by the Owners and their successors, assigns, mortgagees, lessees,



sublessees, employees, agents, customers, licensees and business invitees for parking, related maneuvering and passage of passenger motor vehicles and for passage of pedestrians; provided that the Owner(s), tenants, and employees of a Parcel shall not park their vehicles on another Parcel without the written consent of the Owner or tenant of such other parcel. Such restriction shall not apply to customers and business invitees of businesses within the Development. No portion of the Parking Areas on Parcels shall be used for storage of goods or storage of any motor vehicle left for service, repair, or sale.

**5.3 Parking Area Maintenance.** All driving aisles, parking aisles, driveways and parking spaces contained within the Parking Areas shall be properly graded, leveled and paved with concrete or asphalt and shall also be properly marked with painted lines for the orderly flow of traffic and the parking of motor vehicles, except as provided herein. All Parking Areas shall be provided with appropriate access to driving aisles, driveways of adequate width and Access Areas.

**5.4 Parking Area Lighting.** The Owner of each Parcel in the Development shall at all times cause the Parking Area(s) to be illuminated during business hours occurring during darkness, and for a reasonable period prior and subsequent thereto.

**5.5 Changes in Parking Areas.** Changes in the sizes, location and arrangement of those portions of each Parcel used for Parking Area and the traffic circulation and flow pattern thereon may be made from time to time in a reasonable manner, so long as the required number of parking spaces is at all times maintained on such Parcel and Access Areas are maintained on such Parcel, as herein required.

**5.6 Rules and Regulations.** The Owner of each Parcel may make reasonable rules and regulations governing the use of the Parking Area within such Parcel. No Owner may use any portion of the Parking Area(s) in a manner which unreasonably interferes with the use and enjoyment of any other Owner's Parcel.

**ARTICLE VI.**  
**ACCESS AREAS**

**6.1 Designation of Access Areas.** Subject to any required approval of Governing Entities, and any other applicable legal requirements, the Owner of each Parcel within the Development shall have the right to determine the portion(s) of such Parcel to be designated as Access Areas and the right to change such designation from time to time; provided, that there shall be maintained at all times a reasonable avenue of ingress and egress for pedestrians and motor vehicles from public roadways to each Parcel in the Development.

**6.2 Use of Access Areas.** All such Access Areas shall be available for the purpose of common use thereof by the Owners and their successors, assignees, mortgagees, lessees, sublessees, employees, agents, customers, licensees, and business invitees for ingress, egress, and passage of pedestrians and motor vehicles.

**6.3 Access Area Maintenance.** All Access Areas shall be properly graded, leveled, and paved with concrete or asphalt and shall also be properly marked with painted lines for the orderly flow of traffic.

**6.4 Access Area Lighting.** The Owner of each Parcel in the Development shall at all times after construction of any Building thereon cause the Access Area within such Owner's Parcel to be illuminated during business hours occurring during darkness, and for a reasonable period prior and subsequent thereto.

**6.5 Changes in Access Areas.** Changes in the sizes, location and arrangement of those portions of each Parcel used for Access Areas and the traffic circulation and flow pattern thereon may be made from time to time in a reasonable manner, so long as reasonable avenues of ingress and egress are at all times maintained from public roadways to the Development, across each Parcel and between contiguous Parcels; provided that no such non-emergency changes shall take place during the period of November 15 through the following January 15.

**ARTICLE VII.**

**UTILITY EASEMENT AREAS**

**7.1 Designation of Utility Easement Areas.** The Utility Easement Areas shall be those areas designated as such by the Plan. A Utility Easement Area or Utility Easement Areas shall be maintained on each Parcel to the extent necessary to provide reasonable utility services to all Parcels within the Development, including area on both sides of utility lines as is the ordinary custom and practice to provide for the installation, operation and maintenance of utility lines. The Utility Easement Areas shall be further defined and placed of record in conjunction with installation of utility lines thereon.

**7.2 Use of Utility Easement Areas.** All such Utility Easement Areas shall be available for the purpose of installation, maintenance, and repair of utility lines servicing the individual Parcels within the Development. No Utility Easement Area shall be used as a Building Area and no Buildings shall be constructed thereon; however, the provisions of this Agreement shall not be construed to prohibit the use of Utility Easement Areas as Parking Areas or for other purposes so long as such use does not unreasonably restrict the availability of Utility Easement Areas for installation, maintenance and repair of utility lines. Such utility lines may, without limitation, include water lines, water sprinkler system lines, fire hydrant water lines, electrical lines, gas lines, sanitary storm and sewer lines, storm drains, telephone lines, cable television lines and lines for any other utility services from time to time available to the Development. Without limiting the generality of the foregoing, the Utility Easement Areas may be used for the installation, operation, maintenance, repair, relocation and removal of any vaults, manholes, meters, pipelines, valves, hydrants, sprinkler controls, conduits and related facilities required for the operation of such utility lines, all of which (except fire hydrants) shall, to the extent reasonably possible, be even with or below the surface of the ground.

**7.3 Utility Installation, Maintenance and Repair.** No Owner shall have any responsibility for installation, maintenance, or repair of any utility line which provides service to any Parcel owned by any other Owner. If an Owner desires to enter onto any Utility Easement Area on any Parcel for the purpose of installation, maintenance or repair of any

utility line, such Owner shall provide at least twenty (20) days written notice to the Owner of such Parcel of the intent to do so, except in the case of an emergency, in which case as much notice as is reasonably possible shall be given. All such work shall be done at the sole expense of the Owner of such Parcel serviced by such utility line and shall be done in such a manner as to cause as little disturbance as reasonably possible in the use of the Parcel over which such utility line may run and in conformity with all applicable rules and regulations of Governing Entities. All damage caused by such installation, maintenance or repair shall be promptly repaired in a good workmanlike manner at the sole cost of the Owner of the Parcel serviced by such utility line, which repair shall include resurfacing any paved areas which may be disturbed thereby and replanting of any landscaped areas which may be disturbed thereby.

**7.4 Changes in Utility Easement Areas.** Changes in the sizes, location and arrangement of those portions of each Parcel used for Utility Easement Areas may be made from time to time in a reasonable manner; provided that such change is consistent with the Plan and all applicable laws, and further provided that if any such change requires relocation of any utility line: (i) the Owner desiring to make such change shall first provide thirty (30) days' written notice of the intent to do so to the Owner of the other Parcel; (ii) such change shall not unreasonably interfere with or diminish availability of utility services to any Parcel or the use of any Building Area or Easement Area on any Parcel; (iii) such change shall be performed at the sole cost of the Owner making the change; (iv) such change shall be made in accordance with and subject to all applicable municipal ordinances, building codes, requirements of the provider of such utility services and other applicable requirements of law; and (v) provided that no such non-emergency changes shall take place during the period of November 15 through the following January 15.

## **ARTICLE VIII.**

### **LANDSCAPE AREAS**

**8.1 Designation of Landscape Areas.** The Landscape Areas within the Development shall consist of the portions, if any, within the Development, on which grass, shrubs, trees or other landscaping type items may from time to time be planted, and as further



designated by the Plan. All Landscape Areas shall be in substantial conformance with other landscaping in the general area, and shall not interfere with the use of Common Areas, Parking Areas, or Access Areas.

**8.2 Landscape Area Maintenance.** The Owner of each Parcel in the Development shall at all times provide or cause to be provided in a timely manner all necessary maintenance of the Landscaping Areas, if any, within such Owner's Parcel, including watering and the cutting of grass in a timely manner.

**8.3 Changes in Landscape Areas.** Changes in the sizes, location, and arrangement of those portions of each Parcel used for Landscape Areas may, from time to time, be made and no Owner of any Parcel shall be required to establish any Landscape Area thereon unless required by law.

## **ARTICLE IX.**

### **CONDEMNATION**

**9.1 Condemnation.** If at any time all or any part of the Development is taken or condemned by any public authority under power of eminent domain, the provisions of this Article shall apply. A voluntary sale or conveyance of all or any part of the Development in lieu of condemnation, but under threat of condemnation, shall be deemed to be a taking by eminent domain.

**9.2 Proceeds.** Subject to the rights of (i) mortgagees under mortgages, (ii) trustees and beneficiaries under deeds of trust covering any of the Development and (iii) a tenant pursuant to the terms and conditions of its lease agreement, all compensation, damages, and other proceeds from any such taking by power of eminent domain (hereinafter the "Condemnation Award") attributable to the value of any land within the Development shall be payable only to the Owner(s) thereof and no claim thereon shall be made by the other Owner(s); provided, however, that all other Owner(s) may file collateral claims with the condemning authority over and above the value of the land and improvements located within the Parcel(s) or portion(s) thereof so taken to the extent of any damage suffered by their respective Building Area resulting from severance of the appurtenant portions of the Parcel(s) or Portion(s) thereof so taken. The Owner(s) of the portions of the Development so

condemned shall promptly repair and restore the remaining portion of the Development so owned by such Owner(s) as near as practicable to the condition of the same immediately prior to the condemnation and without contribution from any other Owner(s); provided, however, that the obligations to repair or reconstruct shall be limited such that the cost thereof shall not exceed the amount of the condemnation award payable to the Owner(s) of the portion of the Development so condemned, less such Owner(s)' costs including, but not limited to, reasonable attorneys' fees and court costs arising out of the condemnation proceedings.

#### **ARTICLE X.**

#### **APPROVALS**

Upon receipt by an Owner(s) of a written request for any approval provided for or required by this Agreement, such Owner(s) shall, within thirty (30) days after receipt of such request for approval, notify in writing the party making such request of any objections thereto (such objections to be specifically stated and shall be reasonable and not unreasonably conditioned or delayed) and such party may within fifteen (15) days thereafter resubmit its request for approval rectifying any such objections to the appropriate Owner(s). The Owner(s) shall then have an additional fifteen (15) days after receipt of such revisions to approve or disapprove the same. Failure to give any written notice of disapproval within the periods provided for above shall constitute approval thereof by such Owner(s). If any consent or approval which is requested hereunder is withheld or denied and a dispute arises as to the reasonableness thereof, such dispute shall be resolved by binding arbitration conducted by, and in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The arbitrators in any such arbitration proceeding shall not have the authority or power to amend, alter or modify any of the terms or provisions of this Agreement. The award in any such arbitration shall be final and binding upon the parties to the arbitration proceeding. The venue of any such arbitration shall be in Spokane County, Washington.

**ARTICLE XI.**  
**ENFORCEMENT**

**11.1 Right to Enforce.** The right to enforce the terms, covenants and easements contained herein shall belong only to the Owner(s), lessees of the Owner(s), if any, mortgagees under mortgages covering any of the Development and beneficiaries and trustees under deeds of trust covering any of the Development; provided that the lease or memorandum of lease in favor of such lessee, mortgage in favor of such mortgagee, or deed of trust in favor of such beneficiary and trustee is recorded in the office of the Assessor of Spokane County, State of Washington.

**11.2 Violation.** In the event of any violation or threatened violation of any term, covenant or provision of this Agreement, any person entitled to enforce this Agreement shall, in addition to all remedies available at law or in equity, and shall have the right to enjoin such violation or threatened violation in a court of competent jurisdiction.

**11.3 Force Majeure.** If performance of any act or obligation of any person under this Agreement is prevented or delayed by an act of God, war, labor disputes or other cause or causes beyond the reasonable control of such person, the time for the performance of the act or obligation shall be extended for a period that such act or performance is actually so delayed or prevented.

**11.4 Attorney Fees.** If any suit or legal action is taken for the enforcement of any provision of this Agreement or as the result of any alleged breach thereof or for a declaration of any right or duty hereunder, the party or parties who substantially prevail in such suit or legal action shall be entitled to collect reasonable attorneys' fees from the party or parties who do not substantially prevail, and any judgment or decree rendered shall include an award thereof.

**11.5 Invalidation of Lien.** A breach or violation of any of the terms, covenants or restrictions of this Agreement will not defeat or render invalid the lien or any Mortgage or Deed of Trust, made in good faith and for value; but such terms, covenants or restrictions will be binding on and be effective against anyone whose title to any portion of the Development is acquired by foreclosure, trustee's sale or otherwise.

**11.6 Remedies.** The specified remedies to which any person entitled to enforce this Agreement may resort, under the terms of this Agreement, are cumulative and are not intended to be exclusive of any other remedies or means of redress to which any person entitled to enforce this Agreement may be lawfully entitled in case of any breach or threatened breach of any provision of this Agreement. Failure to insist in any one or more cases upon the strict performance of any of the provisions of this Agreement, or to exercise any remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such covenant or remedy.

## **ARTICLE XII.**

### **AMENDMENTS OR MODIFICATIONS**

**12.1 Consent to Modification.** This Agreement and any provision, covenant or easement contained herein may be terminated, extended, modified or amended with the written consent of all of the then Owner(s), each mortgagee under mortgages encumbering any of the Development, and each beneficiary and trustee under deeds of trust encumbering any of the Development; provided, however, that no termination, extension, modification or amendment of this Agreement shall be effective unless a written instrument setting forth the terms thereof has been executed as herein provided, acknowledged and recorded in the offices of the Auditor of Benton County, State of Washington.

**12.2 No Consent of Other Persons.** Anything in this Article to the contrary notwithstanding, no lessee or licensee or any other person having any interest in the Development other than those persons specifically designated in the foregoing section need consent to any termination, extension, modification or amendment to this Agreement, or any part hereof.

## **ARTICLE XIII.**

### **MISCELLANEOUS**

**13.1 Not a Public Dedication.** Nothing contained in this Agreement shall be deemed to be a dedication of any portion of the Development in the general public or for the

general public or for any public purposes whatsoever, it being the intention that this Agreement will be strictly limited to and for the purposes expressed herein.

**13.2 Severability.** If any clause, sentence, or other portion of the terms, covenants, or restrictions of this Agreement becomes illegal, null, or void for any reason, or is held by any court of competent jurisdiction to be so, the remaining portions shall remain in full force and effect.

**13.3 Dominant and Servient Estates.** Each and all of the easements and rights granted or created herein are appurtenances to the applicable portions of the Development, and none of such easements and rights may be transferred, assigned, or encumbered, except as an appurtenance to such portions. For the purposes of such easements and rights, the property benefited shall constitute the dominate estate, and the particular areas of the Development which respectively are burdened by such easements and rights shall constitute the servient estate.

**13.4 Covenants Run with Land.** Each and all of the covenants, restrictions and provisions contained in this Agreement (whether affirmative or negative in nature): (i) shall be deemed to be covenants which run with each Parcel of the Development; (ii) are made for the direct, mutual and reciprocal benefit of each such Parcel; (iii) will create mutual equitable servitude upon each Parcel in the Development; (iv) will bind every person having any fee, leasehold mortgage or deed of trust or other interest in any portion of the Development at any time or from time to time to the extent that such portion is affected or bound by the covenant, restriction or provisions to be performed on such portion; and (v) will inure to the benefit of the Parties and their respective successors and assigns as to the respective Parcels in the Development and to the benefit of mortgagees, lessees and sublessees under mortgages, leases and subleases covering the Development or any portion thereof and beneficiaries and trustees under deeds of trust covering the Development or any portion thereof.

**13.5 Compliance with Laws.** The Parties shall comply promptly with all federal, state and municipal statutes and ordinances, and with all regulations, orders and directives of appropriate governmental agencies pertaining to the use or occupancy of the Development, as such statutes, ordinances, regulations, orders and directives now exist or may hereafter provide.



**13.6 Benefit and Burden.** The terms, covenants, and conditions contained herein shall inure to the benefit of and shall be binding upon each Owner, and any other person having any interest in the Development and their respective legal representatives, successors and assigns.

**13.7 Intent, Purpose and Waiver.** The provisions of this Agreement, and any supplemental or amended Agreement, shall be liberally construed to effectuate the purpose of creating a uniform plan for the development and operation of a neighborhood shopping center of a quality comparable to that maintained and operated in other neighborhood centers in comparable areas of the County or State. Failure to enforce any provision, restriction, covenant, or condition in this Agreement, or in any supplemental or amended Agreement, shall not operate as a waiver of any such provision, restriction, covenant, or condition or of any other provisions, restrictions, covenants, or conditions.

**13.8 Construction.** Wherever used herein, unless the context shall otherwise provide, the singular form shall include the plural, the plural shall include the singular, and the use of any gender will include all genders. The articles and section headings set forth herein are for convenience and reference only and are not intended to describe, interpret, define or otherwise affect the content, meaning or intent of this Agreement or any article, section or provision hereof. The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or enforceability of any other provision hereof.

**13.9 Effective Date.** This Agreement shall take effect immediately upon recording.

**13.10 Owner(s) Obligations.** All obligations of each Owner(s) under and by virtue of the provisions contained in this Agreement shall continue, notwithstanding that such Owner may be leasing, renting, or selling such Owner's Parcel under contract. The Owner(s) shall have no obligation for expenses or other obligations accruing after such Owner conveys the fee title for such Parcel to another party unless such obligation and/or expenses remain outstanding or uncured at the time such conveyance occurs.

**13.11 Not a Partnership.** The Parties hereto do not by this Agreement, in any way or for any purpose, become partners or joint venturers of or to each other in the conduct of their respective businesses or otherwise.

**13.12 Lender Protection.** Except as provided for in section 4.5, this Agreement and the rights, privileges, covenants, agreements and easements hereunder, with respect to each Owner and all Parcels, shall be superior and senior to any lien or encumbrance placed on any Parcel; however, no breach of this Agreement shall defeat, render invalid, diminish or impair the encumbrance of any mortgage or deed of trust made in good faith and for value. The provisions of this Agreement shall be binding upon any person or entity (including any mortgagee or beneficiary under a deed of trust) who acquires title to any Parcel or any portion thereof by foreclosure, trustee's sale, deed in lieu of foreclosure, or otherwise.

**13.13 Reciprocal Indemnity.** Each Owner ("Indemnifying Owner") shall defend, indemnify, and hold harmless each other Owner and other Owner's tenants from and against all demands, claims, causes of action, or judgments, and all reasonable expenses incurred in investigating or resisting the same, for injury to person, loss of life, or damage to property: (i) occurring on the Indemnifying Owner's Parcel, except to the extent caused by the negligence or willful act or omission in whole or in part of any other Owner or the tenants of such other Owner or the employees, contractors, or agents of such other Owner or tenants; or (ii) occurring on another Owner's Parcel if caused by the sole negligence, willful act, or omission of the Indemnifying Owner or the tenants of the Indemnifying Owner or the employees, contractors or agents of such Indemnifying Owner or its tenants.

This Agreement has been entered into by the Parties as of the date first above written.

**RIVER WALK VILLAGE INVESTMENTS, LLC**  
a Washington limited liability company

  
By: RICHARD A. VANDERVERT  
Managing Member

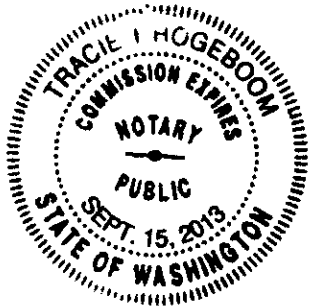
**OAKWOOD INNS, LLC**  
a Washington limited liability company

  
By: RICHARD A. VANDERVERT  
Managing Member

STATE OF WASHINGTON )  
 ) ss.  
County of Spokane )

On this 22<sup>nd</sup> day of October 2009, before me, a Notary Public in and for the State of Washington, personally appeared **RICHARD A. VANDERVERT**, known or identified to me to be a member of RIVER WALK VILLAGE INVESTMENTS, LLC that executed the instrument or the person who executed the instrument on behalf of said limited liability company, and acknowledged to me that such limited liability company executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

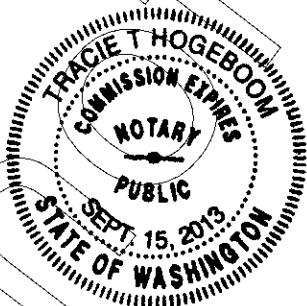


Tracie T. Hogeboom  
Notary Public for: Washington  
Residing at: Spokane  
My commission expires: 9-15-2013

STATE OF WASHINGTON )  
 ) ss.  
County of Spokane )

On this 22<sup>nd</sup> day of October 2009, before me, a Notary Public in and for the State of Washington, personally appeared **RICHARD A. VANDERVERT**, known or identified to me to be a member of OAKWOOD INNS, LLC that executed the instrument or the person who executed the instrument on behalf of said limited liability company, and acknowledged to me that such limited liability company executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



Tracie T. Hogeboom  
Notary Public for: Washington  
Residing at: Spokane  
My commission expires: 9-15-2013

**EXHIBIT "A"**

**Legal Description of Development**

**RIVER WALK PROPERTY**

**PARCEL A**

Lot 1, SHORT PLAT NO. 2801, according to the Survey thereof recorded under Auditor's File No. 2004-013300, records of Benton County, Washington. All situate in the City of Richland, County of Benton, State of Washington.

**PARCEL B**

Section 14 Township 9 Range 28 Quarter NE; BINDING SITE PLAN #4009, PARCEL B, RECORDED 6/17/2009, UNDER AUDITOR'S FILE NO. 2009-017852. RECORDED IN VOLUME 1 OF SURVEYS, PAGE 4009, RECORDS OF Benton County, Washington.

**PARCEL C**

Section 14 Township 9 Range 28 Quarter NE; BINDING SITE PLAN #4009, PARCEL A, RECORDED 6/17/2009, UNDER AUDITOR'S FILE NO. 2009-017852. RECORDED IN VOLUME 1 OF SURVEYS, PAGE 4009, RECORDS OF Benton County, Washington.

**PARCEL D**

Section 14 Township 9 Range 28 Quarter NE; SHORT PLAT #2909, LOT 2, RECORDED 10/27/2005, UNDER AUDITOR'S FILE NO. 2005-037140. RECORDED IN VOLUME 1 OF SHORT PLATS, ON PAGE 2909, RECORDS OF Benton County, Washington.

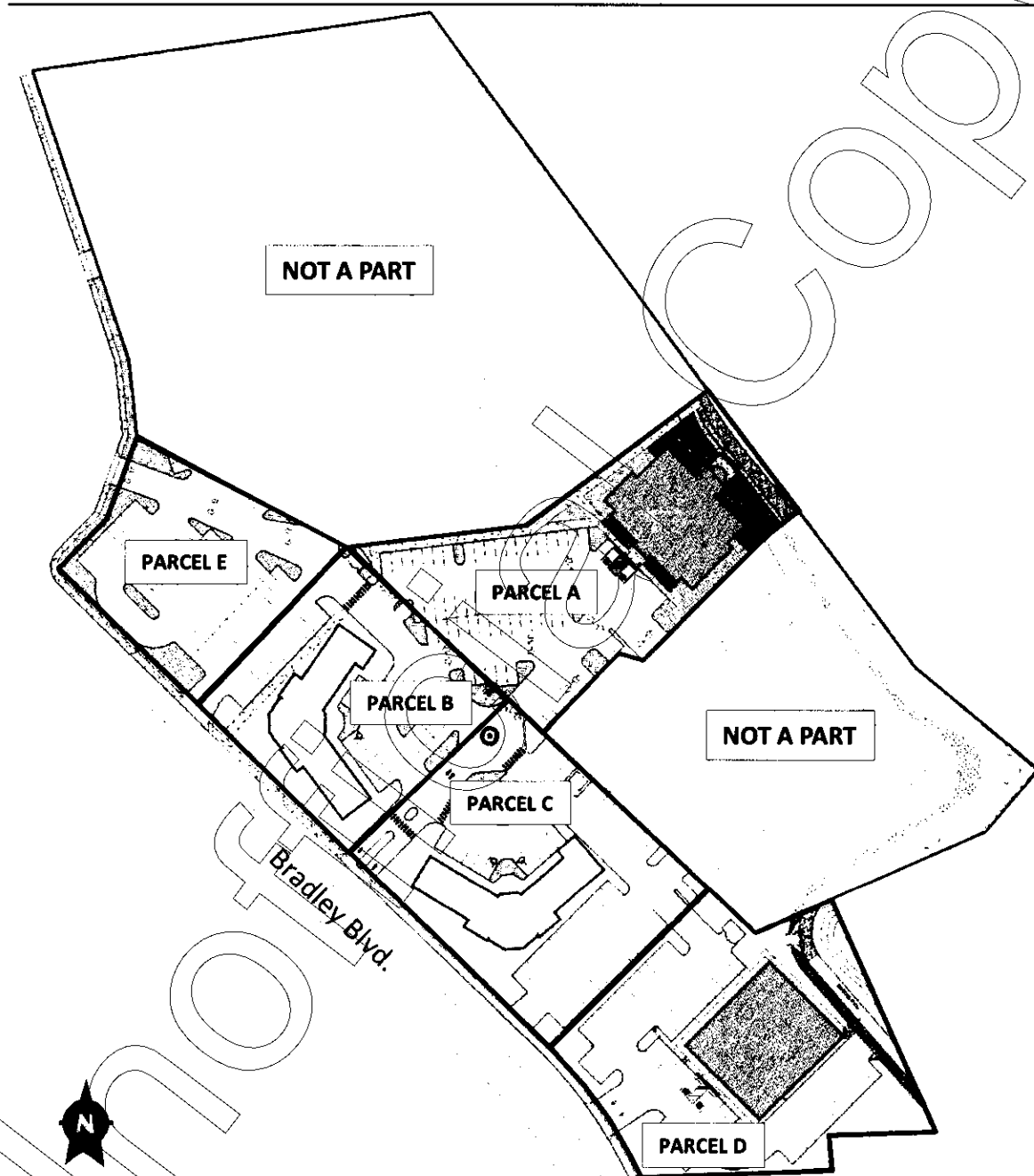
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**OAKWOOD PROPERTY**

**PARCEL E**

Lot 2, Short Plat No. 2214, according to Short Plat recorded under Benton County Recording No. 95-21197, records of Benton County, Washington. Situate in the City of Richland, County of Benton, State of Washington.

**EXHIBIT "B"**  
**The Plan**



# APPENDIX D

## 2015 Shared Parking Agreement



BENTON COUNTY RECORDING  
COVER SHEET

NAME AND RETURN ADDRESS:

Frontier Title Co.

FRONTIER TITLE CO.

B-852626M

FORM COMPLETED BY: Gary McGregor

PHONE # 509-783-8828 Ext 230

PLEASE PRINT OR TYPE INFORMATION:

DOCUMENT TITLE(S) (or transaction contained therein)

1. Development Agreement (With Reciprocal Parking and Access Easements) Rerecording to add Previously Omitted Exhibits "A", "B", and "C"
- 2.
- 3.

GRANTOR(S) (Last name, first name, middle name/initials):

1. River Walk Village, LLC, a Washington Limited Liability Company
  - 2.
  3. By: Richard A. Vandervort (initial) *Richard A. Vandervort*
  4. Manager / Member Dated: May 2015
- ☐ Additional names on page \_\_\_\_\_ of document

GRANTEE(S) (Last name, first name, middle name/initials):

1. Oakwood Inns, LLC, a Washington Limited Liability Company
  - 2.
  3. By: Richard A. Vandervort (initial) *Richard A. Vandervort*
  4. Manager / Member Dated: May 2015
- ☐ Additional names on page \_\_\_\_\_ of document

LEGAL DESCRIPTION (Abbreviated: ie. lot, block, plat or section, township, range)

Ptn Lt 1 and Ptn Lt 2 Short Plat 2214; Ptn Lt 1 Short Plat 2801; Ptn Lt 1 Short Plat 2909

☐ Additional legal is on page \_\_\_\_\_ of document

AUDITOR'S REFERENCE NUMBER(S)

2006-024259

ASSESSOR'S PROPERTY TAX PARCEL NUMBER

1-1498-101-2214-001; 1-1498-101-2214-002; 1-1498-101-2801-101; 1-1498-101-2909-001

☐ Additional parcel numbers on page \_\_\_\_\_ of document

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

EMERGENCY NONSTANDARD REQUEST

I am requesting an emergency nonstandard recording for an additional fee of \$50.00 as provided in RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some part of the text of the original document.

*Steve Olivas*  
Signature

*5-19-15*  
Date



RETURN ADDRESS:  
Walker & Heye, PLLC  
P.O. Box 1386  
Richland, WA 99352

EXCISE TAX NOT REQUIRED  
BENTON COUNTY EXCISE TAX DIVISION  
BY Paul Beller 07/19/06  
Easement DEPUTY

**DOCUMENT TITLE(s) (or transactions contained therein:)**

1. Development Agreement (With Reciprocal Parking and Access Easements)

**REFERENCE NUMBER(s) OF DOCUMENTS ASSIGNED OR RELEASED:**  
(on page \_\_\_\_ of document(s))

**GRANTOR(s)** **(Last name first, then first name and initials)**

1. River Walk Village, LLC

**GRANTEE(s)** **(Last name first, then first name and initials)**

1. Oakwood Inns, LLC

**LEGAL DESCRIPTION (abbreviated: i.e. lot, block, plat or section, township, range)**

Ptn. Lt. 1 and Ptn. Lt. 2 Short Plat 2214, Ptn. Lt. 1 Short Plat 2801,  
Ptn. Lt. 1 Short Plat 2909

**ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER**

1-1498-101-2214-001  
1-1498-101-2214-002  
1-1498-101-2801-001  
1-1498-101-2909-001

EXCISE TAX NOT REQUIRED  
BENTON COUNTY EXCISE TAX DIVISION  
BY Barb Belter 07/19/06 DEPUTY  
Easement

2006-024259  
Pg: 2 of 6  
07/27/2006 10:47  
Benton County  
WALKER & HEYE PLLC PRULTZ

## Development Agreement (With Reciprocal Parking and Access Easements)

AGREEMENT made this \_\_\_\_ day of May 2005, by and between River Walk Village, LLC, a Washington Limited Liability Company, (herein River Walk) and Oakwood Inns, LLC, a Washington Limited Liability Company, (herein Oakwood) (collectively, "the Parties").

### WITNESSETH, THAT:

**WHEREAS**, the parties are owners of adjoining properties in Richland, Washington, legally described and shown generally on Exhibit "A"; and

**WHEREAS**, there currently exists along the parties' common boundary a 60' City of Richland right of way in which there are constructed improvements as shown generally on Exhibit "B"; and

**WHEREAS**, in connection with development of the River Walk properties, the City of Richland has agreed to reduce said right of way to:

16 feet, centered on the boundary between Lot 1, Short Plat 2214 and Lot 1, Short Plat 2801, and  
24 feet, centered on the boundary between Lot 2, Short Plat 2214 and Lot 1, Short Plat 2909,

which reduced right of way would be as shown on Exhibit "C", and

**WHEREAS**, the City's agreement is premised upon construction of an 8 foot paved public pathway between Bradley Blvd. and the riverfront trail bordering the Columbia River, and

**WHEREAS**, the Parties desire to establish certain agreements related to their common boundary in furtherance of the City's agreement to reduce said right of way and conditions related thereto,

**NOW, THEREFORE**, for and in consideration of benefits accruing to each of the Parties and their adjoining properties,, the Parties agree as follows:

### ARTICLE I

#### DEVELOPMENT ALONG COMMON BOUNDARY

1. **Construction of Public Pathway.** River Walk will construct the City required 8 foot public pathway entirely within its properties as above described, at its own expense and to City standards. The location of the pathway will be as shown on Exhibit "C".
2. **Existing Encroachments.** River Walk will remove the parking lot entrance shown on Exhibit "B", and reconstruct boundary landscaping improvements in the area adjoining the removed entrance as shown on Exhibit "C, at its expenses, and to existing standards,



3. **Maintenance.** River Walk, its successors and assigns, shall be responsible for all pathway maintenance.

## ARTICLE II

### **CREATION OF EASEMENTS AND RESTRICTIONS**

1. **Parking and Access Easement.** The parties each hereby declare, grant and convey to the other, for the use and benefit of such other party's employees, agents, tenants, contractors, licensees, permittees and invitees, a perpetual, nonexclusive parking and access easement in and on those portions of their respective properties as shown on Exhibit "C" (the "Parking and Access Easement Area") for the purpose of vehicular parking thereon, and a perpetual, nonexclusive easement over and across such portions of both properties as may be reasonably necessary for such vehicular and pedestrian ingress to and egress from the Parking and Access Easement Area. This parking and access easement will be subject to any City of Richland easement over and across the same area.

2. **Entry Easement.** The Parties each hereby declare, grant and convey to the other for the use and benefit of such other party's tenants, employees, agents, contractors, licensees, permittees and invitees, a perpetual access easement upon and across such parts of each others properties as may be reasonably necessary to permit said from time to time owners to perform or have performed any work or activity which may be necessary in connection with the exercise of the rights reserved under the easement granted hereunder, or which may be necessary to cure any breaches with respect to the obligations imposed under this Agreement.

3. **Parking Restrictions.** The Parties shall comply with all parking requirements of the City of Richland, and such other rules, regulations and ordinances as may then be applicable and in effect.

4. **No Structures or Barricades.** No structure, barricade, fence or other like obstruction shall be erected or maintained on either property which would have the effect of materially interfering with the easements created hereby..

5. **Perpetuity of Easements.** The permanent easement and restriction established hereby shall burden the Parties, their successor and assigns, and the properties herein described and shall be perpetual and irrevocable, and shall run with the land and continue forever.

## ARTICLE III

### **COVENANTS**

1. **Non-Interference.** The from time to time owners of the properties subject of this agreement shall not do anything so as to interfere with the reasonable use of the easements herein granted, and shall pay or cause to be paid, prior to delinquency, directly to the appropriate taxing authorities, all real property taxes and assessments which are levied against said from time to time owner's respective property; provided, however, that said from time to time owner shall have the right to contest the imposition of any such taxes and assessments to the full extent permitted by law for so long as said from time to time owner has taken all legal steps necessary to maintain a stay on the foreclosure of its interest in the respective property pursuant to any proceedings instituted against it or its Property for the enforcement of such claim.



Promptly upon the determination, settlement or other resolution of any such legal proceedings, said from time to time owner bound thereby shall pay any amounts due in respect of the contested taxes or assessments.

2. **Indemnification.** The from time to time owner of each property affected hereby indemnifies and saves the from time to time owner of the other property harmless for any and all liability, damage, expense, causes of action, suits, claims, or judgments arising from personal injury, death, property damage or the loss of or damage to personal property occurring on its respective property, except if cause by the negligent or intentional act or omission of said from time to time owner of the other property.

#### ARTICLE IV

##### **ENFORCEMENT**

1. **Remedies.** In the event of a default by the from time to time owner of a property hereunder, the other such owner shall be entitled to institute proceedings for full and adequate relief from the consequences of said default, and the unsuccessful owner in any such action shall pay to the prevailing owner, to the extent recoverable under applicable law, such prevailing owner's reasonable attorneys' fees and the expenses of such attorneys.

2. **No Waiver.** No failure or delay by the from time to time owner of a property hereunder to insist upon the strict performance of any of the terms, conditions or covenants set forth herein shall be deemed a waiver of any such terms, conditions or covenants and, notwithstanding any such delay or failure, such from time to time owner shall have the right to insist upon the strict performance by the from time to time owner of the other property of any and all terms, provisions and covenants which apply to the from time to time owner of the other property. Any waiver hereunder must be explicitly stated in writing, and no such waiver shall be deemed a waiver of other defaults or of the same default in the future.

3. **Excuses For Non-Performance.** Each from time to time owner of a property shall be excused from performing any covenant or obligation under this Agreement while and for so long as the performance of the obligation is prevented, delayed or otherwise hindered by acts of God, fire, earthquakes, floods, explosion, actions of the elements, war, riots, mob violence, inability to procure or a general shortage of labor, equipment, materials or supplies in the open market, failure of transportation, strikes lockouts, action of labor unions, condemnation, court orders, laws, ordinances, governmental regulations or orders of governmental or military authorities or any other cause, whether similar or dissimilar to the foregoing, not within the control of the then owner which has the obligation to perform (other than lack of or inability to procure monies to fulfill its commitments and obligations under this Agreement or inability to procure and supply the evidence of insurance).

#### ARTICLE V.

##### **MISCELLANEOUS**

1. **Notices.** All notices and approvals required or permitted under this Agreement shall be served personally, by certified mail, return receipt requested, or by overnight courier to the from time to time owner(s) of record of the properties.



2. **Limitation.** Any party seeking to enforce the obligations hereunder against the from time to time owners of a property shall look solely to the estate and property of said from time to time owner in the land and buildings comprising its respective property for the collection of any judgment (or other judicial process) requiring the payment of money in the event of any default or breach with respect to any of the terms and provisions of this Agreement to be observed and/or performed by said time to time owner, and no other assets of said from time to time owner (or any partners, venturers, shareholders, officers, or directors of said from time to time owner) shall be subject to levy, execution or other judicial process for the satisfaction of any such judgment.

3. **Rights of Successors.** The easement, restrictions, benefits and obligations hereunder shall create mutual benefits and servitudes running with the land. This Agreement shall bind and inure to the benefit of the from time to time owners of the properties, and their respective successors and assigns.

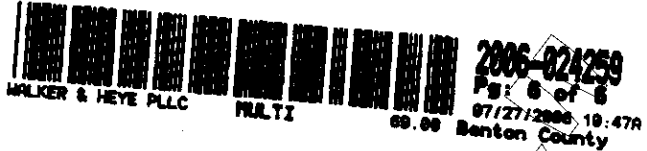
IN WITNESS WHEREOF, the Parties, intending to be bound, have executed this Agreement as of the day and year first above written.

RIVER WALK VILLAGE, LLC,  
a Washington Limited Liability Company

By: Timothy J. Beards  
TJR  
Member

OAKWOOD INNS, LLC  
a Washington Limited Liability Company

By: Richard A. Rasmussen  
6-7-06  
Managing Member



STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF BENTON )

On this day personally appeared before me Timothy T. Bush to me known to be the individual described herein and which executed the foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of River Walk Village, a Washington limited liability company, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument on behalf of said limited liability company.



STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF BENTON )

GIVEN under my hand and official seal the 12<sup>th</sup> day of June 2006  
October, 2005.  
Karol A. Korte  
NOTARY PUBLIC in and for the State of  
Washington, residing at Kennebec  
My Commission Expires: 1-29-10

On this day personally appeared before me Richard A. Vandenberg to me known to be the individual described herein and which executed the foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of Oakwood Inns, a Washington limited liability company, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument on behalf of said limited liability company.

GIVEN under my hand and official seal the 1<sup>st</sup> day of June 2006  
October, 2005.



Patricia Guy  
NOTARY PUBLIC in and for the State of  
Washington, residing at Apkame  
My Commission Expires: Aug 18, 2007

I, BRENDA CHILTON, Auditor of Benton County, State of Washington, do hereby certify that the foregoing instrument is a true and correct copy of the original thereof now on record in my office.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the official seal of this office at Kennewick, Washington, this 1<sup>st</sup> day of June, 2006.

BRENDA CHILTON, AUDITOR  
BENTON COUNTY, WASHINGTON

Fee \$             
By             
Deputy



State Of Washington } ss  
County of Benton

I, BRENDA CHILTON, Auditor of Benton County, State of Washington, do hereby certify that the foregoing instrument is a true and correct copy of the original thereof now of record in my office.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the official seal of my

office at Kennewick, Washington, this 15<sup>th</sup> day of

MAY, 20 15.

BRENDA CHILTON, AUDITOR  
BENTON COUNTY, WASHINGTON

Fee \$

2006-

By

*Bret Ba*

Deputy

024259

"Unofficial Copy"

**EXHIBIT "A"**

## SHORT PLAT NO. 2214

A PORTION OF BLOCKS 563 & 564 PLAT OF RICHLAND  
SECTION 11 & 14, T.9N., R.28E., W.M.  
CITY OF RICHLAND, BENTON COUNTY, WASHINGTON

## LEGAL DESCRIPTION

THAT PORTION OF BLOCKS 563 AND 564, PLAT OF RICHLAND ACCORDING TO THE PLAT THEREOF AS RECORDED IN VOLUMES 6 AND 7 OF PLATS, RECORDS OF BENTON COUNTY WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MONUMENT MARKING THE INTERSECTION OF GEORGE WASHINGTON WAY AND CONSTOCK STREET; THENCE N.64°08'14"E ALONG THE CENTERLINE OF CONSTOCK STREET A DISTANCE OF 362.07 FEET TO A POINT OF CURVE; THENCE NORTHEASTERLY ALONG THE ARC OF A 725.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 10°26'25" AN ARC DISTANCE OF 132.11 FEET TO A POINT OF INTERSECTION WITH BRADLEY BOULEVARD; THENCE N.20°12'26"W ALONG THE CENTERLINE OF BRADLEY BOULEVARD A DISTANCE OF 77.59 FEET TO A POINT OF CURVE; THENCE NORTHEASTERLY 178.35 FEET ALONG THE ARC OF A 600.00 FOOT RADIUS CURVE CONCAVE TO THE NORTHEAST; THENCE N.03°10'36"W, 160.97 FEET TO A POINT OF CURVE; THENCE NORTHEASTERLY 156.48 FEET ALONG THE ARC OF A 400.00 FOOT RADIUS CURVE CONCAVE TO THE SOUTHWEST THROUGH A CENTRAL ANGLE OF 22°24'50"W TO A POINT ON CURVE; THE RADIUS POINT OF WHICH BEARS S.68°24'34"W, 400.00 FEET; THENCE ON A RADIAL BEARING N.64°24'34"E, 50.00 FEET TO THE EASTERLY RIGHT OF WAY OF BRADLEY BOULEVARD AND THE TRUE POINT OF BEGINNING; THENCE NORTHEASTERLY ALONG SAID RIGHT-OF-WAY 152.73 FEET ON THE ARC OF A 450.00 RADIUS CURVE CONCAVE TO THE SOUTHWEST THROUGH A CENTRAL ANGLE OF 20°21'04" ON A CHORD BEARING OF N.35°43'58"W, A CHORD DISTANCE OF 151.93 FEET TO A POINT OF TANGENT; THENCE N.45°36'10"W, A DISTANCE OF 574.02 FEET; THENCE LEAVING SAID RIGHT-OF-WAY N.43°46'49"E, A DISTANCE OF 58.96 FEET; THENCE N.20°41'12"E, A DISTANCE OF 75.01 FEET; THENCE N.05°38'20"W, A DISTANCE OF 65.78 FEET; THENCE N.18°40'09"W, A DISTANCE OF 258.73 FEET; THENCE N.81°37'57"E, A DISTANCE OF 343.78 FEET TO A POINT ON THE "U" SEGMENT OF THE U.S. GOVERNMENT TAKING LINE, MCCLARY LOCK AND DAM MONUMENTED PROJECT BOUNDARY; THENCE S.56°57'37"E, ALONG SAID TAKING LINE A DISTANCE OF 698.78 FEET TO U.S.C.E. MONUMENT "U-42" ON SAID BOUNDARY; THENCE CONTINUING ALONG SAID TAKING LINE S.50°16'37"E, A DISTANCE OF 134.28 FEET; THENCE LEAVING SAID BOUNDARY S.41°05'58"W, A DISTANCE OF 71.56 FEET; THENCE S.65°36'59"W, A DISTANCE OF 141.96 FEET; THENCE S.24°02'00"E, A DISTANCE OF 218.56 FEET; THENCE S.87°06'47"W, A DISTANCE OF 90.30 FEET; THENCE S.102°53'13"E, A DISTANCE OF 27.82 FEET; THENCE S.87°06'47"W, A DISTANCE OF 163.29 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY OF BRADLEY BOULEVARD AND THE TRUE POINT OF BEGINNING. CONTAINS 456,292 SQUARE FEET OR 10.48 ACRES. SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND COVENANTS OF RECORD.

## OWNERS CERTIFICATE

WE, THE UNDERSIGNED, HEREBY CERTIFY THAT WE ARE THE OWNERS OF THE TRACT OF LAND DESCRIBED HEREON, THAT WE HAVE CAUSED SAID LAND TO BE SURVEYED AND SHORT PLATTED INTO LOTS AS SHOWN AND THAT THE EASEMENTS ON THE SHORT PLAT AND HEREBY GRANTED FOR THE USES SHOWN HEREON.

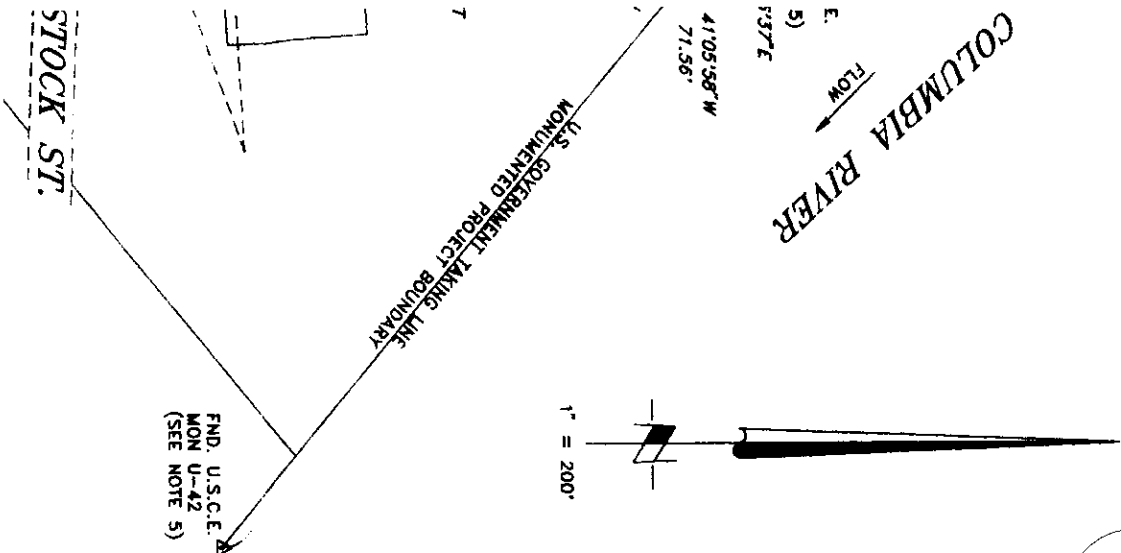
CITY MANAGER: JOE KING

ATTEST:

ACKNOWLEDGEMENT

CITY CLERK

STATE OF WASHINGTON



PROJECT TAKING LINE  
UNLINED PROJECT BOUNDARY

FND. U.S.C.E.  
MON U-42  
(SEE NOTE 5)

OCK ST.

S. 50°16'37"E. A DISTANCE OF 134.28 FEET; THENCE LEAVING SAID  
BOUNDARY S. 41°03'58"W. A DISTANCE OF 71.56 FEET; THENCE  
S. 65°56'59"W. A DISTANCE OF 141.96 FEET; THENCE S. 24°02'00"E. A  
DISTANCE OF 218.36 FEET; THENCE S. 87°06'47"W. A DISTANCE OF 90.30  
FEET; THENCE S. 02°53'15"E. A DISTANCE OF 27.82 FEET; THENCE  
S. 87°06'47"W. A DISTANCE OF 163.29 FEET TO A POINT ON THE EASTERLY  
RIGHT OF WAY OF BRADLEY BOULEVARD AND THE TRUE POINT OF BEGINNING.  
CONTAINS 456,292 SQUARE FEET OR 10.48 ACRES.  
SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND COVENANTS OF  
RECORD.

### OWNERS CERTIFICATE

WE, THE UNDERSIGNED, HEREBY CERTIFY THAT WE ARE THE OWNERS OF THE TRACT OF  
LAND DESCRIBED HEREON, THAT WE HAVE CAUSED SAID LAND TO BE SURVEYED AND  
SHORT PLATTED INTO LOTS AS SHOWN AND THAT THE EASEMENTS ON THE SHORT PLAT  
AND HEREBY GRANTED FOR THE USES SHOWN HEREON.

CITY MANAGER: JOE KING

### ACKNOWLEDGEMENT

STATE OF WASHINGTON } S.S.  
COUNTY OF BENTON

THIS IS TO CERTIFY THAT ON THIS 20<sup>th</sup> DAY OF Sept, 1995, PERSONALLY APPEARED  
BEFORE ME, JOE KING, CITY OF RICHLAND MAYOR, TO ME KNOWN TO BE THE INDIVIDUAL IN AND WHO  
EXECUTED THE FOREGOING "OWNERS CERTIFICATE" AND ACKNOWLEDGED TO ME THAT HE  
SIGNED THE SAME AS HIS VOLUNTARY ACT AND DEED IN WITNESS THEREOF, I HAVE SET  
MY HAND AND OFFICIAL SEAL THE DAY AND YEAR FIRST ABOVE WRITTEN.

NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON

RESIDING AT 1011 N. RICHLAND

MY COMMISSION EXPIRES: 3-10-07

### APPROVALS

THE ANNEXED SHORT PLAT IS HEREBY APPROVED BY AND FOR THE CITY OF RICHLAND,  
STATE OF WASHINGTON.

DEPUTY CITY MANAGER FOR COMMUNITY DEVELOPMENT

DATE 9-20-95

### AUDITOR'S CERTIFICATION

FILED FOR RECORD THIS 20 DAY OF Sept, 1995 A.D., AT 08  
MINUTES PAST 3:00 P.M. AND RECORDED IN VOLUME 1 OF SHORT PLATS,  
PAGE 2214, RECORDS OF BENTON COUNTY, WASHINGTON.

Bobbie Gaeber by De Maier  
BENTON COUNTY AUDITOR

FEE NUMBER 95-81197

AND SURVEYOR IN THE STATE OF  
RY THAT THE SHORT PLAT SHOWN  
SURVEY OF THE LAND DESCRIBED  
S ARE CORRECTLY SHOWN AND  
THE GROUND AS INDICATED HEREON.

S CERTIFICATE  
T THE TAXES AND ASSESSMENTS ON THE LAND  
IVE BEEN PAID TO AND INCLUDING THE YEAR 1995.  
Oliver by De Maier  
SUPER 9/20/95  
DATE  
0563-003 Ptn  
0564-001 Ptn  
ATION this is except entirety supplement  
may follow.

**RSB**

ROGERS  
SURVEYING INC.  
745 COLUMBIA DRIVE  
RICHLAND, WA. 99362  
PHONE (509) 627-5856

CLIENT

BRADLEY GROUP

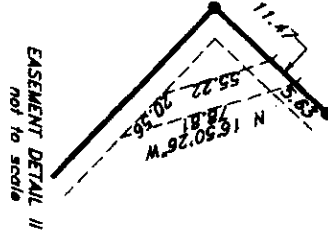
JOB  
12095

PROJECT SHORT PLAT, HAMPTON INN SITE

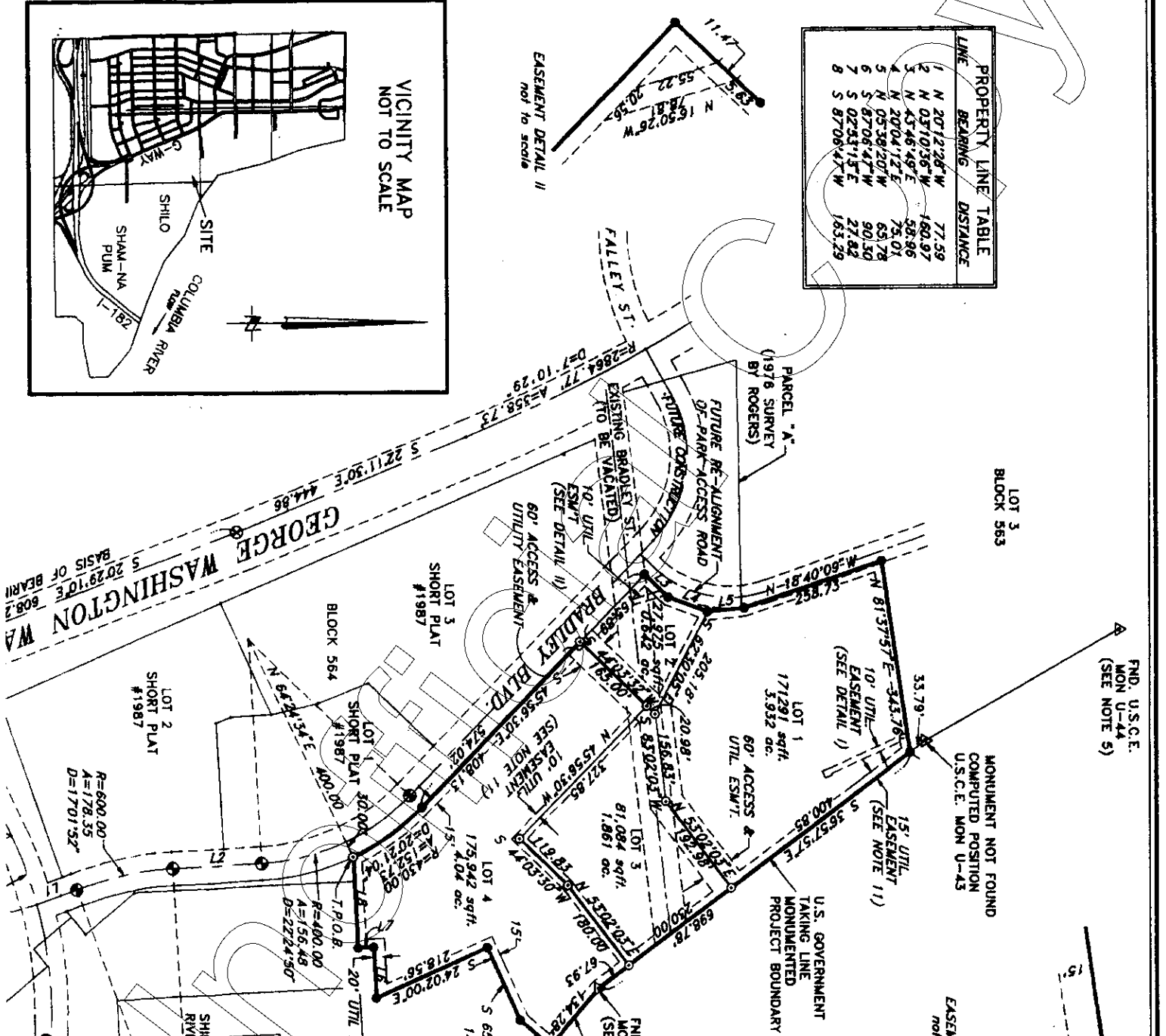
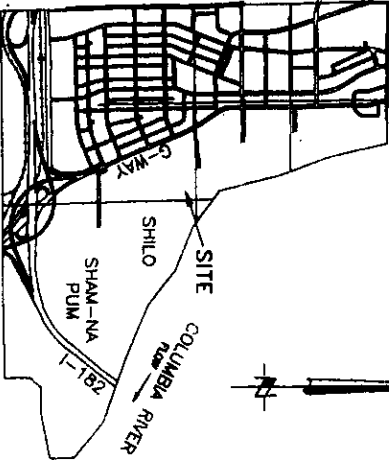
PORTION OF BLOCKS 563&564 PLAT OF RICHLAND

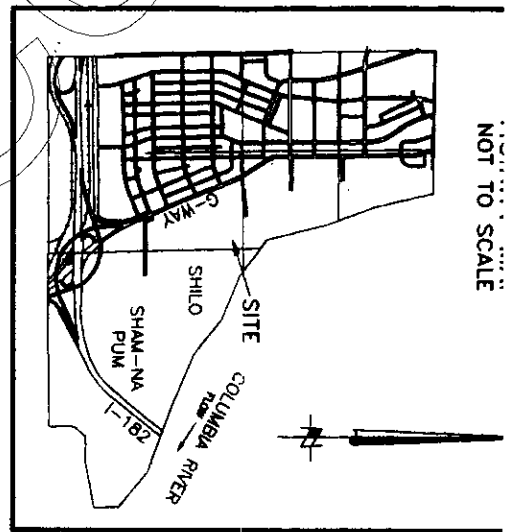
DRAWN BY	RPJ	SCALE	1"=200'	F. B. NO.	NONE	SHEET	1
APPROVED	GBW	DATE	8-16-95	VERSION	-ACAD12	OF	1
				FILE	12095.DWG		

PROPERTY LINE TABLE		
LINE	BEARING	DISTANCE
1	N 20°12'28"W	77.59
2	N 03°10'36"W	180.97
3	N 43°46'49"E	58.96
4	N 20°04'12"E	75.01
5	N 05°59'20"W	65.78
6	S 87°04'47"W	90.30
7	S 02°33'13"E	27.82
8	S 87°06'47"W	163.29



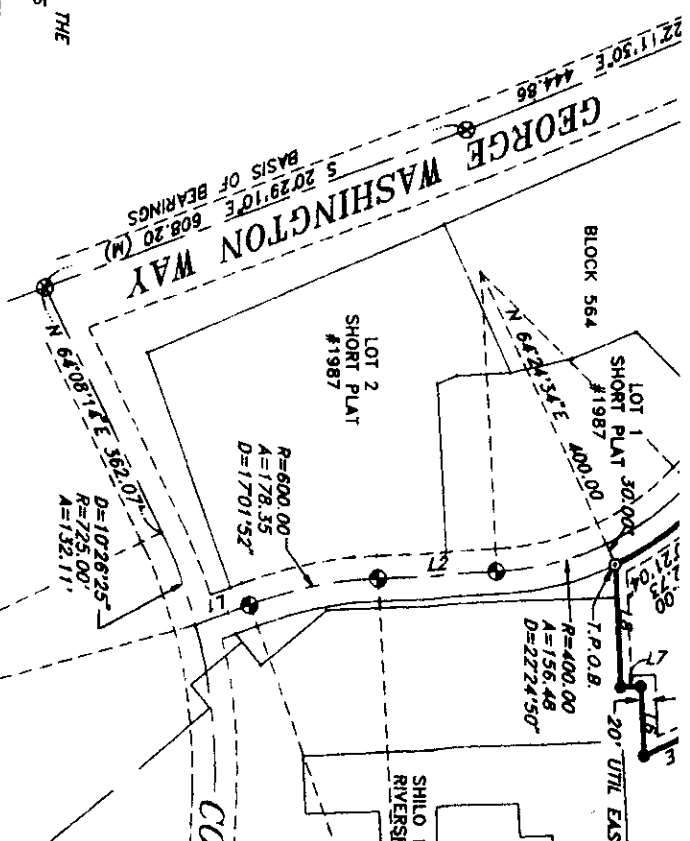
VICINITY MAP  
NOT TO SCALE





**NOTES:**

1. BASIS OF BEARINGS: THE PLAT OF RICHLAND, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN VOLUME 6 AND 7 OF PLATS RECORDS OF BENTON COUNTY, STATE OF WASHINGTON.
2. ● = FND. 5/8"x24" REBAR W/YELLOW PLASTIC CAP STAMPED "ROGERS 12365".
3. ○ = SET 5/8"x24" REBAR W/YELLOW PLASTIC CAP, STAMPED "RSI GBN #30440".
4. ⊗ = FOUND EXISTING CITY OF RICHLAND STREET MONUMENT.
5. △ = FOUND EXISTING U.S. CORPS OF ENGINEERS 5" BRASS CAP SET IN CONCRETE. SEE MONARY LOCK & DAM MONUMENTED PROJECT BOUNDARY SHEET 27 OF 31 FILE # MDG-0-0-0/38 FOR RECORD PROJECT BOUNDARY DATA.
6. ⊙ = FOUND 2 1/2" BRASS CAP WITH PINCH MARK. SET IN MON. CASE.
7. EQUIPMENT AND PROCEDURES USED: LEITZ SET 3 TOTAL STATION USING CLOSED TRAVERSE AND RADIAL SURVEY METHODS.
8. (R) = RECORD DATA ACCORDING TO MONARY LOCK & DAM MONUMENTED PROJECT BOUNDARY AS REFERENCED IN NOTE 5 ABOVE.
9. (M) = MEASURED, (C) = COMPUTED.
10. THE PROPERTY WITHIN THIS SHORT PLAT IS SUBJECT TO THE TERMS AND CONDITIONS OF THE MEDIATION AND SETTLEMENT AGREEMENT BETWEEN BRADLEY LANDING ASSOCIATES AND THE CITY OF RICHLAND DATED MARCH 27, 1993.
11. A FIFTEEN FOOT WIDE UTILITY EASEMENT IS RESERVED ALONG THE EXTERIOR BOUNDARIES OF ALL LOTS WITHIN THIS SHORT PLAT EXCEPT WHERE NOTED. A TEN FOOT WIDE UTILITY EASEMENT IS RESERVED ALONG ALL OF THE INTERIOR LOTS SHOWN HEREON.
12. LOTS 3 AND 4 SHALL BE ENCUMBERED WITH A BLANKET EASEMENT FOR PUBLIC ACCESS TO THE RIVERFRONT AND ASSOCIATED PARKING. IT SHOULD BE UNDERSTOOD THAT THIS EASEMENT WILL BE REMOVED AT THE TIME BUILDING PERMITS ARE ISSUED FOR SAID LOTS AND WHEN THE EXISTING DESIGN OF THE WATERFRONT IMPROVEMENTS AND PUBLIC ACCESS THERETO ARE EXPECTED TO BE COMPLETED.



**SURVEYORS CER**

I, GARY B. WAGNER, A PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT THIS PLAT IS BASED ON AN ACTUAL SURVEY AND THAT ALL CORNERS AND DATA SHOWN ON THIS SHORT PLAT ARE TRUE AND CORRECT.

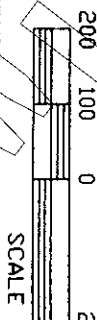
DATE: September 19, 1998

TREASURY

I HEREBY CERTIFY THAT THIS PLAT IS BASED ON AN ACTUAL SURVEY AND THAT ALL CORNERS AND DATA SHOWN ON THIS SHORT PLAT ARE TRUE AND CORRECT.

BENTON COUN

1-1198-1  
1-1498-



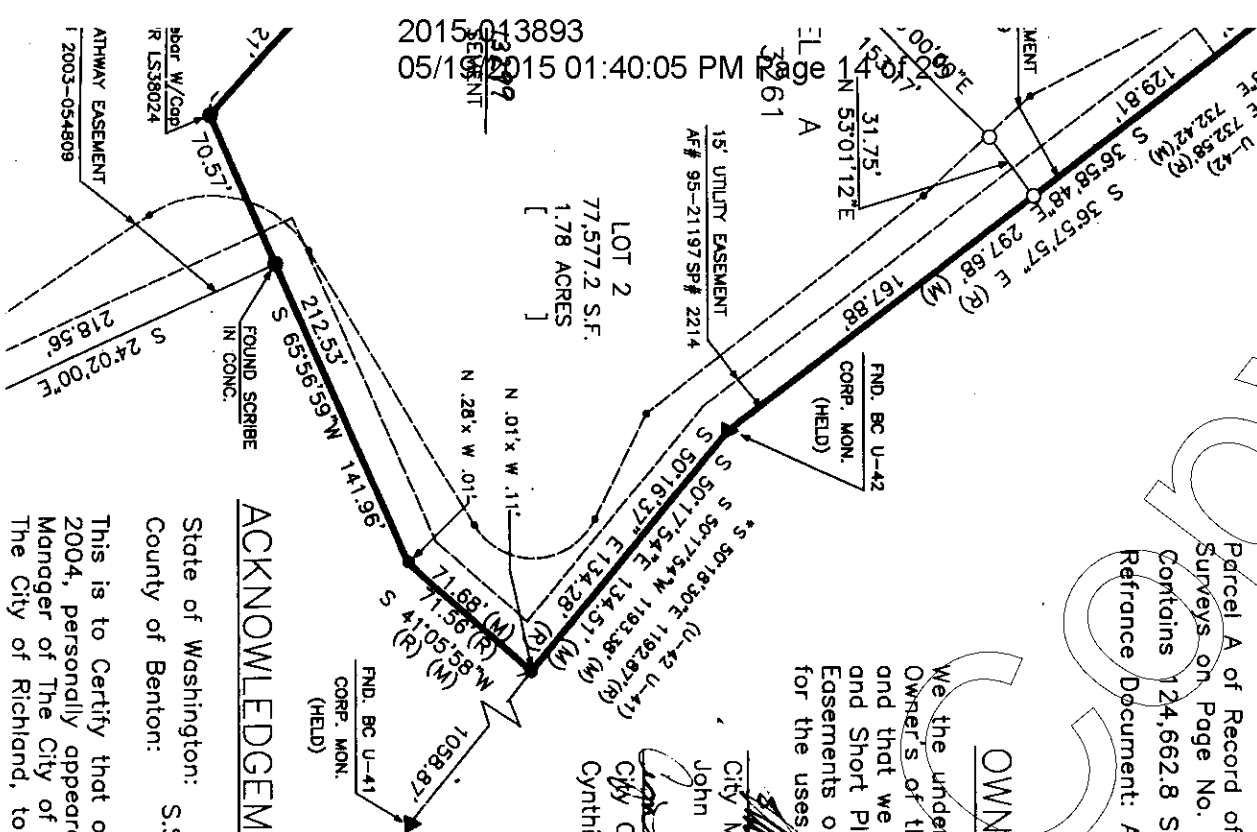
SHORT PLAT NO. 2801

~~LEGAL DESCRIPTION:~~

OWNER'S CERTIFICATE

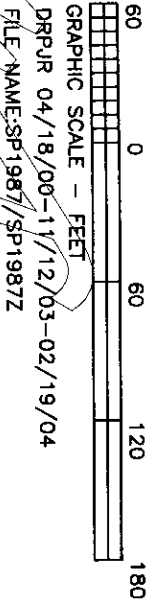
City Clerk, City of Richland  
Cynthia D. Johnson

A circular notary seal for Marilyn A. Gote, a Notary Public in the State of Washington. The seal features her name 'MARILYN A. GOTE' at the top, 'NOTARY PUBLIC' in the center, and 'STATE OF WASHINGTON' at the bottom. A small circle on the right side contains the text 'COMMISSION EXPIRES 8-24-06'. In the center, there is a stylized graphic of a notary gavel and a star.



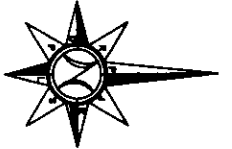






DRPJR 04/18/00-11/12/03-02/19/04  
FILE NAME: SP1987/SP1987Z

NOTE: No building permits for proposed lots shall be issued for any structure requiring potable water and sanitary sewer service until an approved water and sewer distribution system that will provide services to the lots that the structure will be built on has been designed and accepted by the City of Richland Engineering Department. No certificate of occupancy shall be issued for any structure until said system is constructed and accepted by the City. Utility information is available through the City of Richland.



FND, BC U-43  
CORP. MON. (FIELD)

ACCESS & UTILITY

EASEMENT AF# 95-21197  
SHORT PLAT No. 2214

LOT 1  
SHORT PLAT No. 2214

LOT 2  
SHORT PLAT No. 2214

### NOTES:

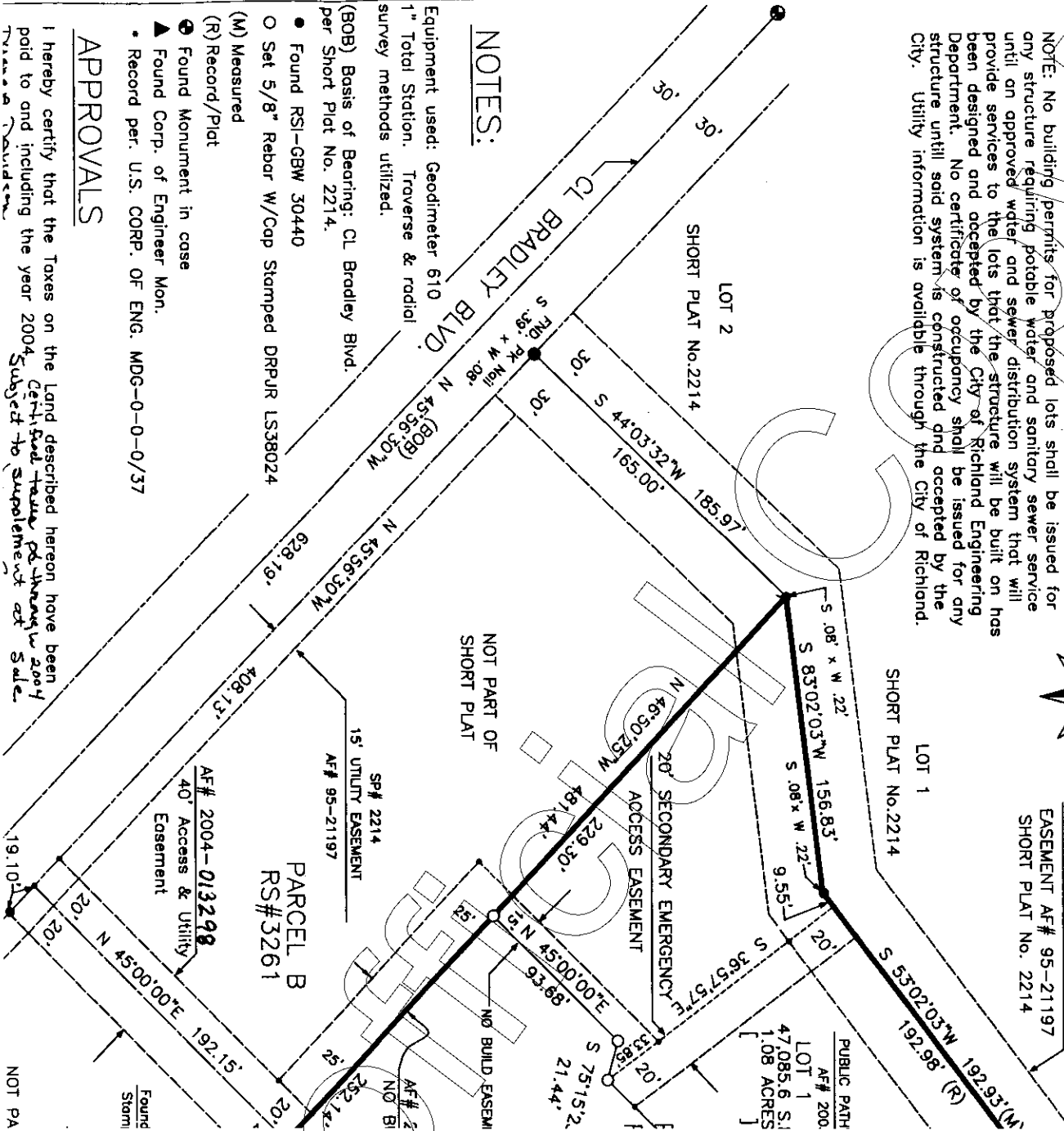
Equipment used: Geodimeter 610  
1" Total Station. Traverse & radial  
survey methods utilized.

(BOB) Basis of Bearing: CL Bradley Blvd.  
per Short Plat No. 2214.

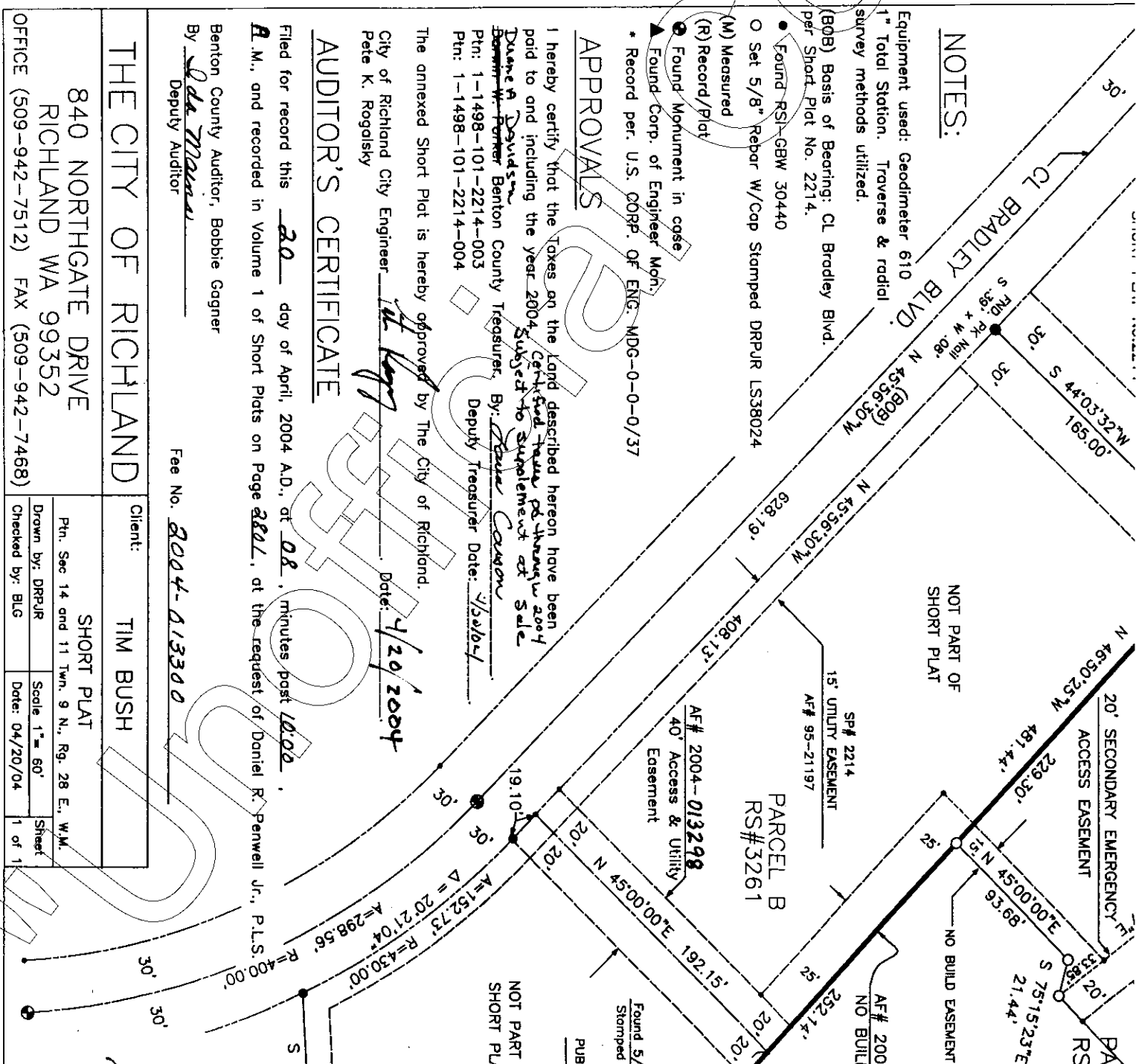
- Found RSI-CBW 30440
- Set 5/8" Rebar W/Cap Stamped DRPJR LS38024
- (M) Measured
- (R) Record/Plat
- Found Monument in case
- ▲ Found Corp. of Engineer Mon.
- Record per. U.S. CORP. OF ENG. MDG-0-0-0/37

### APPROVALS

I hereby certify that the Taxes on the Land described hereon have been paid to and including the year 2004. Certified True & Correctly  
Subject to Supplement at Sale



1 of



11/14-9-28

# SHORT PLAT NO. 2909

A PORTION OF THE SE 1/4 OF SECTION 11, TWN. 9 N RG. 28 E & THE NE 1/4 OF SECTION 14, TWN. 9 N, RG. 28 E, W.M., CITY OF RICHLAND, BENTON COUNTY, WA

## LEGAL DESCRIPTION:

Parcel B of Record of Survey No. 3261 as recorded in Volume 1 of Surveys on Page No. 3261 Records of Benton County Washington Contains 124,662.74 S.F.  
Reference Document: Quit Claim, Auditor file No. 2003-056216

## OWNER'S CERTIFICATE

We the undersigned, hereby certify that we are the Owner's of the Parcel of land described hereon, and that we have adused said land to be Surveyed and Short Platted into Lots as shown and that the Easements on said Short Plat are hereby Granted for the uses shown hereon.

City Manager City of Richland  
John C. Darrington  
City Clerk City of Richland  
Cynthia D. Johnson

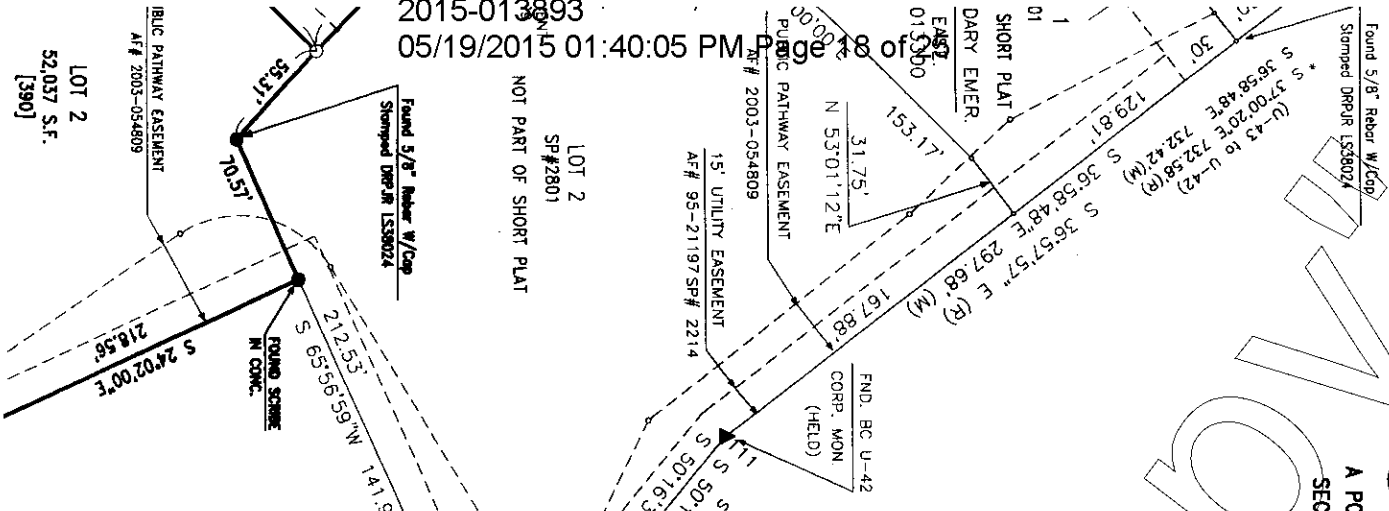
Date: 10/26/05

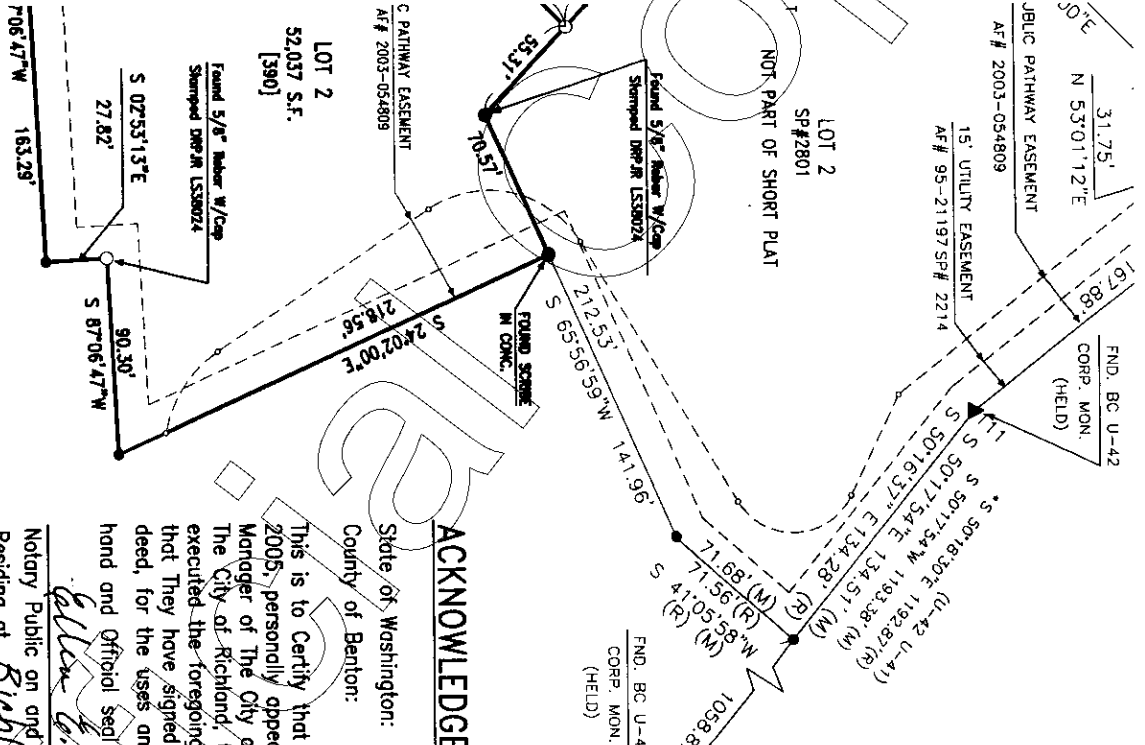
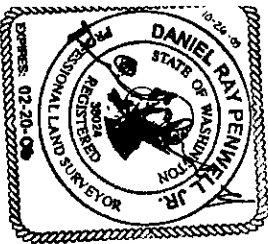
## ACKNOWLEDGEMENT

State of Washington: S.S.  
County of Benton:



This is to Certify that on this 16<sup>th</sup> day of October, 2005, personally appeared before me John C. Darrington, City Clerk of Benton County, Washington, who acknowledged to me that he was the Owner of the above described land and that he executed the foregoing instrument for the purposes and consideration therein expressed.





**OWNER'S CERTIFICATE**

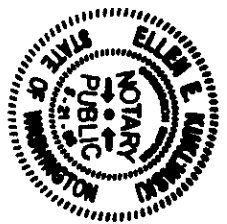
We the undersigned, hereby certify that we are the Owner's of the Parcel of land described hereon, and that we have caused said land to be Surveyed and Short Platted into Lots as shown and that the Easements on said Short Plat are hereby Granted for the uses shown hereon.

*[Signature]*  
City Manager City of Richland  
John C. Darrington  
City Clerk City of Richland  
Cynthia D. Johnson  
Date: 10/20/05

**ACKNOWLEDGEMENT**

State of Washington: S.S.  
County of Benton:

This is to Certify that on this 26<sup>th</sup> day of October, 2005, personally appeared before me John C. Darrington, City Manager of The City of Richland and Cynthia D. Johnson, City Clerk of The City of Richland, to me known to be the individuals in and who executed the foregoing "Owner's Certificate", and Acknowledged to me that They have signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned. Given under my hand and Official seal this 26<sup>th</sup> day of October, 2005.  
*[Signature]*  
Notary Public on and for the State of Washington  
Residing at Richland. My Commission Expires: 5-21-08.



**SURVEYOR'S CERTIFICATE**

I, Daniel Roy Penwell Jr., A Professional Land Surveyor in the State of Washington Reg. No. 38024, based on my knowledge, information, and belief, hereby certify that this map correctly represents an actual field survey conducted under my direct supervision in conformance with the requirements of the Survey Recording Act, Chapter 50, Laws of 1973, and that all bearings, distances and calls are correct and that all lot corners are staked on the ground as shown hereon.

Copy

### NOTES:

[xxx] Address

Equipment used: Goodimeter 610  
1" Total Station, Traverse & radial  
survey methods utilized.

(B08) Basis of Bearing: CL Bradley Blvd.  
per Short Plat No. 2214.

• Found RS-GBW 30440

○ Set 5/8" Rebar W/ Cap Stamped DRPJR LS38024

(M) Measured

(R) Record/Plat

● Found Monument in case

▲ Found Corp. of Engineer Mon.

• Record per U.S. CORP. OF ENG. MDG-0-0-0/37

### APPROVALS

I hereby certify that the Taxes on the Land described hereon have been  
paid to and including the year 2005. *Subject to supplement at sale.*

Duane A. Davidson

~~Dennis W. Penner~~ Benton County Treasurer.

Phn: 1-1498-101-2214-005

By: Shirley Hill

Deputy Treasurer

Date: 27 Oct 05

The annexed Short Plat is hereby approved by The City of Richland.

City of Richland City Engineer

Date: 10/26/05

### AUDITOR'S CERTIFICATE

Filed for record this 27 day of October, 2005 A.D., at 52 minutes past 10  
A.M., and recorded in Volume 1 of Short Plats on Page 2409, at the request of Daniel R. Penner Jr., P.L.S.

Benton County Auditor, Bobbie Gagner

By: Bobbie Gagner

Survey No. Short Plat # 2909

Fee No. 2005-037140

Deputy Auditor

## THE CITY OF RICHLAND

Client: **TIM BUSH**

840 NORTHGATE DRIVE

RICHLAND WA 99352

OFFICE (509-942-7512) FAX (509-942-7468)

SHORT PLAT

Plat, Sec 14 and 11 Twn. 9 N., Rg. 28 E., W.M.

Drawn by: DRGJR

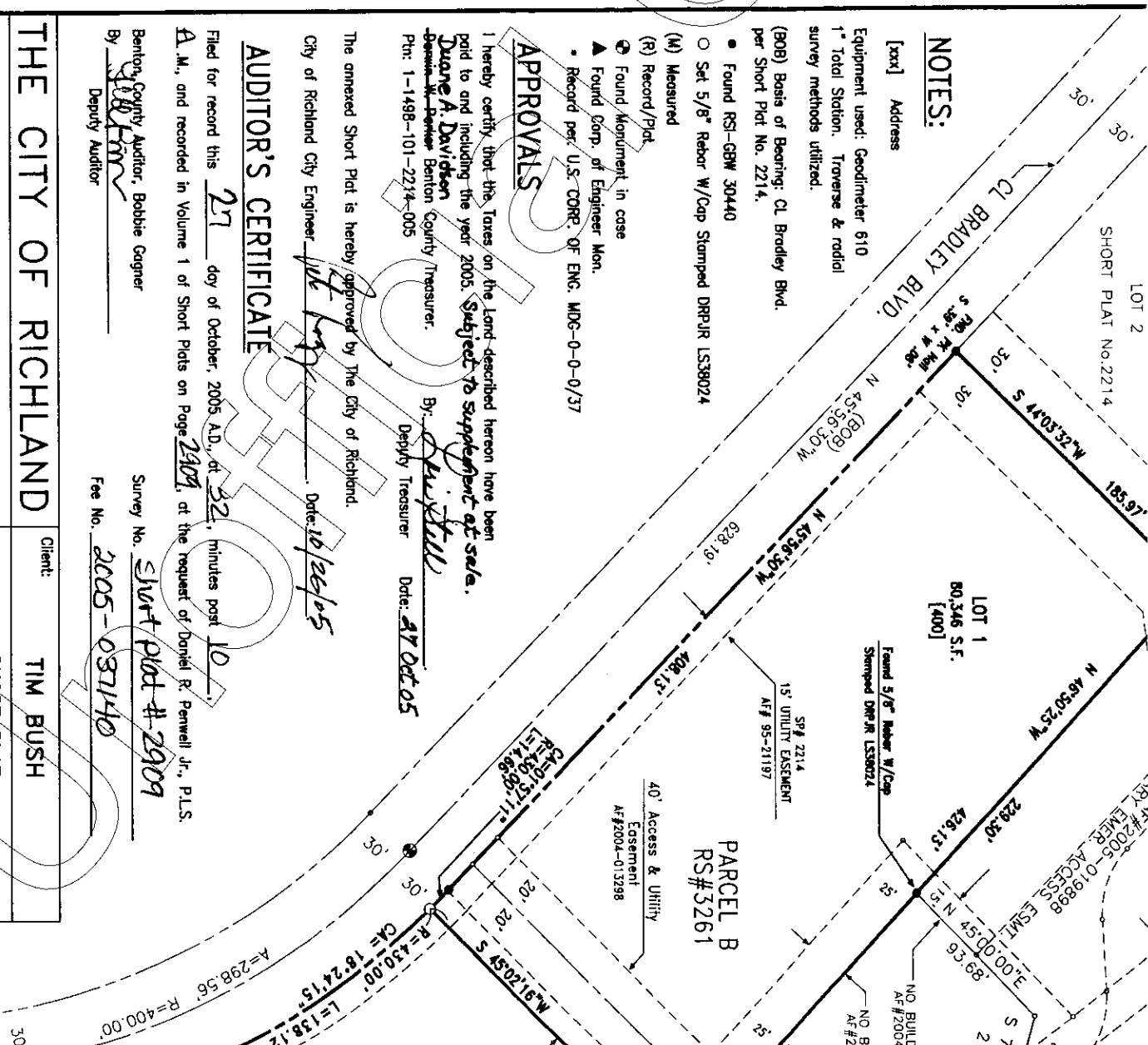
Scale 1" = 60'

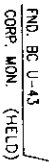
Sheet

Checked by:

Date: 10/25/05

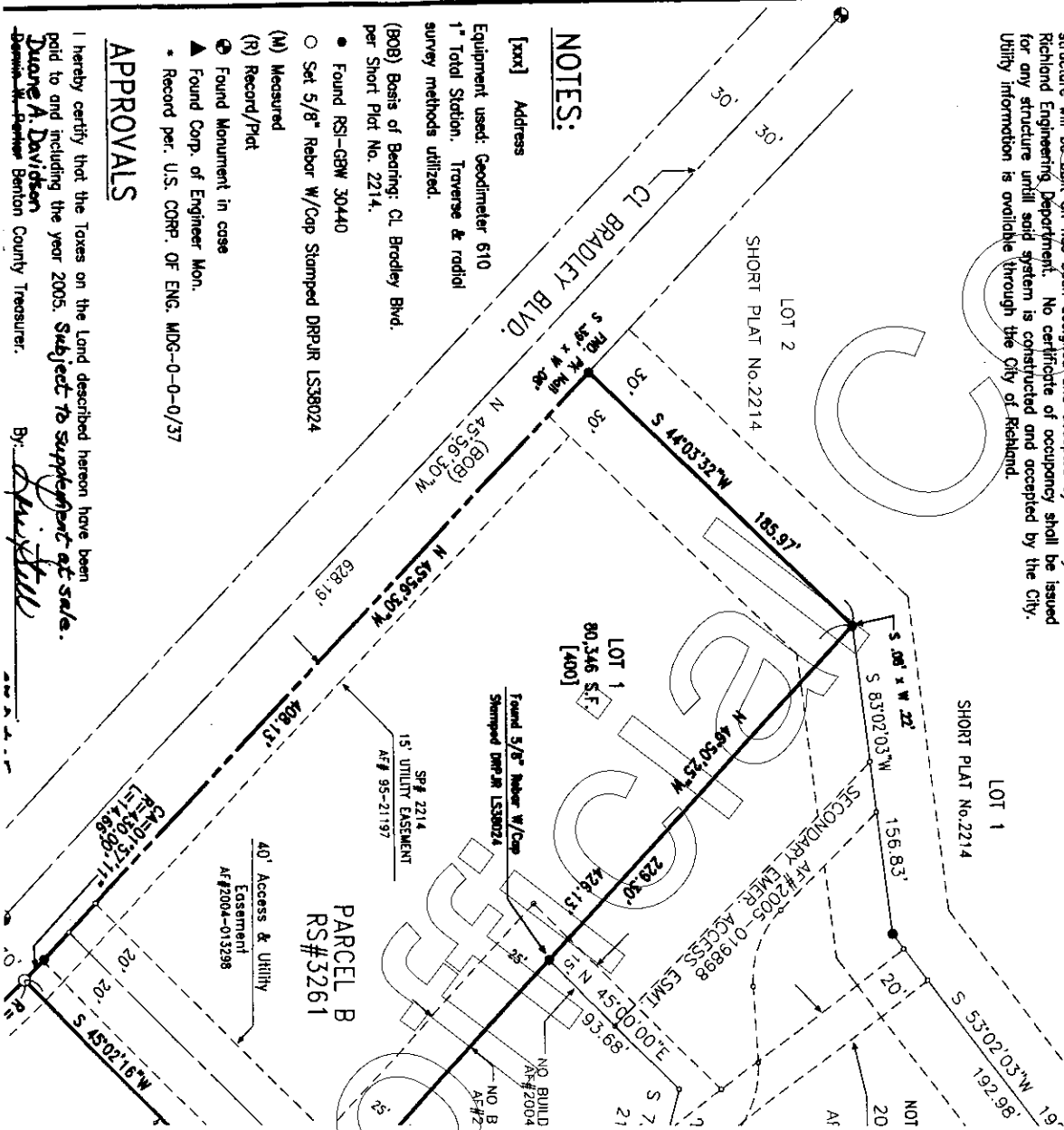
1 of 1





ACCESS & UTILITY  
EASEMENT AF# 95-21197  
SHORT PLAT No. 2214

LOT 1  
SHORT PLAT No.2214



**Address** **[xxx]**

Equipment used: Geodimeter 610  
1" Total Station. Traverse & radial  
survey methods utilized.

(BOB) Basis of Bearing: CL Bradley Blvd.  
per Short Plat No. 2214.

- Found RSI-GBW 30440
- Set 5/8" Rebor W/Cap Stamped DRPRJ LS38024
- (M) Measured
- (R) Record/Plat
- ⊕ Found Monument in case
- ▲ Found Corp. of Engineer Mon.
- \* Record per. U.S. CORP. OF ENG. MDG-0-0-0/37

I hereby certify that the Taxes on the Land described hereon have been paid to and including the year 2005. *Subject to supplement at sale.*

**Duane A. Davidson**  
~~Dorwin W. Parker~~ Benton County Treasurer.

By: Christine

"Unofficial Copy"

**EXHIBIT "B"**

## EXHIBIT B

HAMPTON INN HOTEL

COLUMBIA RIVER

**LOT 1**

SP NO. 2214

**LOT 2**

SP NO. 2214

**LOT 3**

SP NO. 2214

**LOT 4**

SP NO. 2214

AMON PARK  
DRIVE

BRADLEY BLVD

205.19 N62°29'55"W

185.98  
N44°03'32"E

156.83  
N83°02'03"E

192.98  
N53°02'03"E  
60' CITY OF RICHLAND  
RIGHT OF WAY

N36°57'57"W



"Unofficial Copy"

**EXHIBIT "C"**

## EXHIBIT C

HAMPTON INN HOTEL

COLUMBIA RIVER

**LOT 1**

SP NO. 2214

156.83

N83°02'03"E

N36°57'57"W

192.98

16' REDUCED RIGHT  
OF WAY

16' REDUCED RIGHT  
OF WAY

**LOT 1**

SP NO. 2801

**LOT 2**

SP NO. 2214

185.98

N44°03'32"E

24' REDUCED RIGHT  
OF WAY

**LOT 1**

SP NO. 2909

AMON PARK  
DRIVE

BRADLEY BLVD

205.19 N62°29'55"W

# APPENDIX E

## 1<sup>st</sup> Level Parking plan

## REVISIONS:

## A2.1

